

# **Smart Meters Programme Schedule 1**

**(Interpretation and Definitions) (P&C version)**

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**This Schedule 1 comprises the following parts:**

<b>Part</b>	<b>Scope</b>
Part A	Interpretation
Part B	General definitions
Part C	Systems
Part E	DCC Service Provider and other provider definitions
Part F	DCC Service Users, SEC and Multi-Party Framework Agreement definitions
Part G	Industry Codes and Arrangements, SMETS and SEC Subsidiary Documents
Part I	Implementation Phases, Implementation, Achievement of Milestones, Testing and Acceptance, Roll Out, Milestones and Entry/Exit
Part K	Premises and Sites
Part M	Energy Suppliers, Network Operators (including DNOs and GTs) and Energy Registration Services
Part Q	Technical Definitions
Part S	Parse and Correlate Definitions

**PART A – INTERPRETATION AND DEFINITIONS**

**1. Interpretation**

- 1.1 In this Agreement, unless the context otherwise requires:
- (a) the singular includes the plural and vice versa;
  - (b) reference to a gender includes the other gender and the neuter;
  - (c) reference to "parties" means the parties to this Agreement and references to "a party" mean one of the parties to this Agreement;
  - (d) references to any agreement or document (including this Agreement) include (subject to all relevant approvals and any other provisions of this Agreement concerning variations, amendments, supplements, substitutions, novations or assignments to or of agreements or documents) a reference to that agreement or document as varied, amended, supplemented, substituted, novated or assigned;
  - (e) any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words; and
  - (f) words importing persons shall, where the context so requires or admits, include individuals, firms, partnerships, authorities, corporations, governments, governmental bodies, agencies, unincorporated bodies of persons or associations and any organisations having legal capacity.
- 1.2 The headings in this Agreement shall be deemed not to be part of this Agreement and shall not be taken into consideration in the interpretation of this Agreement.
- 1.3 Except where the context expressly requires otherwise, references to Clauses, paragraphs, sub-paragraphs, parts and Schedules are references to Clauses, paragraphs, sub-paragraphs, parts of and Schedules to this Agreement and references to Sections, Appendices, Annexes and Attachments (if any) are references to Sections, Appendices, Annexes and Attachments to or contained in this Agreement.
- 1.4 Except where the context expressly requires otherwise, references to any paragraph or sub-paragraph within a Schedule or part of a Schedule to this Agreement are references to paragraphs or sub-paragraphs within that Schedule or that part of the Schedule.
- 1.5 The Schedules, Appendices and Annexes to this Agreement are an integral part of this Agreement and a reference to this Agreement includes a reference to the Schedules, the Appendices and the Annexes.
- 1.6 The language of this Agreement is English. All correspondence, notices, drawings, design data, test reports, certificates, specifications and information

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shall be in English. All operating and maintenance instructions, name plates, identification labels, instructions and notices to the public and staff and all other written, printed or electronically readable matter required in accordance with, or for purposes envisaged by, this Agreement shall be in English.

- 1.7 References to any Mandatory Requirement are to be construed as references to that Mandatory Requirement as from time to time amended or to any Mandatory Requirement from time to time replacing, modifying, extending, consolidating, re-enacting or amending the same and any Mandatory Requirement(s) made under it. The impact of any such amendment, modification, replacing, consolidation, extension or re-enactment on this Agreement shall be dealt with in accordance with Clause 33 (Change in Mandatory Requirements). For the avoidance of doubt, references to Standards in this Agreement refer to the latest version as updated from time to time in accordance with Clause 33 and any reference in this Agreement to any specific Law for England and Wales shall be deemed to include reference to any relevant Law for Scotland having equivalent or similar effect.
- 1.8 References to a public organisation or Regulatory Body (including DECC, the ICO, Ofgem, Ofcom and the Authority) shall be deemed to include a reference to any successor(s) to such public organisation or Regulatory Body or any organisation(s) or entity(ies) which has taken over either or both the functions and responsibilities of such public organisation or Regulatory Body. References to other persons shall include their successors and assignees.
- 1.9 Where this Agreement states that an obligation shall be performed "no later than" or "within" or "by":
- (a) a stipulated date or event which is a prescribed number of days or Working Days after a stipulated date or event; or
  - (b) a prescribed number of days or Working Days before a base date or "by" a date which is a prescribed number of days or Working Days before a base date,
- the latest time for performance shall be noon on the last day or Working Day for performance of the obligations concerned.
- 1.10 References to "reasonable endeavours" in this Agreement shall mean a duty (at the sole cost and expense of the party on whom such duty falls) to do what is reasonable (including incurring expenditure) in the circumstances on the basis of a standard of reasonableness which is that of a reasonable board of directors acting properly in the interests of their company taking into account:
- (a) commercial practicality;
  - (b) the interests of their company;
  - (c) the costs to their company; and
  - (d) the likelihood of success,

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such that if such board of directors determined (taking all relevant circumstances into account) that the obligation imposed on the company was too great for the company to undertake, the obligated party will not be in breach of any obligation to use its reasonable endeavours by failing to take such action.

1.11 References to a "deliberate" act or omission of any person shall be construed as meaning any act or omission of that person where the consequences of that act or omission are:

(a) known to that person (or in the case of the Contractor, any Contractor Person) prior to committing the act or omission; or

(b) not considered (or are considered but rejected) by that person (or in the case of the Contractor, any Contractor Person) prior to committing the act or omission, but the act or omission involved a risk of those consequences occurring which would have been obvious to an ordinary prudent person,

and the expression shall exclude acts or omissions which were otherwise required to comply with the terms of this Agreement.

1.12 References to "material breach" shall include a single material breach or a number of breaches or repeated breaches (whether of the same or different obligations) that taken together constitute a material breach.

1.13 All of the Contractor's obligations, duties and responsibilities under this Agreement shall be construed as separate obligations, duties and responsibilities and, except where expressly stated otherwise, are to be performed at the Contractor's own cost and expense.

1.14 References in this Agreement to "unavoidable costs" shall be construed as meaning any costs which the party in question has not been able to avoid after taking all reasonable steps to mitigate or eliminate such costs.

1.15 The words in this Agreement shall bear their natural meaning. The parties have had the opportunity to take legal advice on this Agreement and no term shall, therefore, be construed contra proferentem.

1.16 References to "contractor" and "sub-contractor" shall be regarded as interchangeable and bearing the same and (to the extent of any difference) in each case including both meanings.

1.17 Reference to "termination" or "expiry" (unless otherwise stated or the context otherwise requires) shall be to the termination or expiry (as appropriate) of the Term (as opposed to of the Service Period).

1.18 References to "software" (unless otherwise stated) include firmware and other computer code.

1.19 References to "services" (unless otherwise stated or the context otherwise requires) includes the supply of goods and performance of any other obligations under relevant arrangements.

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- 1.20 Unless otherwise expressly stated, references in this Agreement to "written", "writing" or "in writing" (and similar expressions) shall include fax but not e-mail.
- 1.21 Unless otherwise expressly stated, references in this Agreement to "costs" or "expenses" include all costs, expenses, charges and the like.
- 1.22 In this Agreement, "company" includes any body corporate and "subsidiary" or "holding company" shall be construed in accordance with section 1159 of the Companies Act 2006.
- 1.23 Unless the context otherwise requires, in this Agreement the expressions in Parts B to Part R shall have the meanings set out in those Parts.
- 1.24 Unless the context otherwise requires, references to any document forming a part of the Contractor Solution Design Documents, Service Management Framework (and for the avoidance of doubt any reference to the collective terms "Contractor Solution Design Documents" and "Service Management Framework") shall be construed as a reference to the latest version(s) of the relevant document(s) approved by the DCC (e.g. Detailed Product Description, Relevant Document and so on) from time to time.

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### PART B – GENERAL DEFINITIONS

Unless the context otherwise requires, the following expressions shall have the meanings set out below:

<b>"Access Control"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"Achieve"</b>	has the meaning given in Part I of this Schedule 1;
<b>"Actual Service Level"</b>	means, in relation to any month, the Contractor's actual level of performance against the applicable Service Measure or KPI (which shall be specified in the Performance Monitoring Report for that month);
<b>"Affected Party"</b>	means the party seeking to claim relief in respect of a Force Majeure Event;
<b>"Affiliate"</b>	means in relation to a person (including any body corporate): <ul style="list-style-type: none"><li>(a) any other person which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that person from time to time; and/or</li><li>(b) any Related Undertaking;</li></ul>
<b>"Agreement"</b>	means the Clauses of this Agreement together with the Schedules, appendices and annexes to it and any document(s) attached to it;
<b>"Allowable Action Period"</b>	has the meaning given in Clause 40.10;
<b>"Allowable Action"</b>	has the meaning given in Clause 40.10;
<b>"Annual Summary"</b>	has the meaning given in paragraph 4.1 of Part F of Schedule 2.2 (Performance Measures and Monitoring);
<b>"Anti-Bribery Law"</b>	has the meaning given in Clause 48;
<b>"Anti-Bribery Policy"</b>	has the meaning given in Clause 48;
<b>"Assets"</b>	means all assets and rights used by the Contractor or any Contractor Person to provide the Services in accordance with this Agreement, but excluding those assets and rights owned by the DCC;
<b>"Authorised Activity"</b>	has the meaning given in the DCC Licence;
<b>"Authorised Business"</b>	has the meaning given in the DCC Licence;

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### Activities"

<b>"Authorised Business of the Licensee"</b>	has the meaning given in the DCC Licence;
<b>"Authorised Third Party"</b>	has the meaning given in Part F of this Schedule 1;
<b>"Authority to Proceed Notice"</b>	has the meaning given in Part I of this Schedule 1;
<b>"Authority"</b>	means the Gas and Electricity Markets Authority that is established under section 1 of the Utilities Act 2000;
<b>"BCDR Plan"</b>	has the meaning given in Clause 35
<b>"Binding Authority"</b>	means a trusted entity which issues Public Key Bindings. These Bindings are digitally signed with the private key of the Binding Authority;
<b>"Breach of Security"</b>	<p>means the occurrence of any of the following events which affects or otherwise relates to any part of the Contractor Solution or any of the Sites (whether or not such event results from an act or omission of any Contractor Person):</p> <ul style="list-style-type: none"><li>(a) any loss of the DCC Data;</li><li>(b) any corruption, degradation or other loss of integrity of the DCC Data;</li><li>(c) any loss of confidentiality of the DCC Data;</li><li>(d) any loss of availability of the DCC Data;</li><li>(e) any unauthorised access to, use of, or interference with, the DCC Data and/or the Contractor Solution;</li><li>(f) any unauthorised access to any of the Sites;</li><li>(g) any accidental compromise, access to, use of, or interference with, the DCC Data and/or the Contractor Solution; and/or</li><li>(h) any use of the Contractor Solution by any third party in order to gain unauthorised access to, or which results in any accidental compromise of, any computer resource or Data of the DCC or any DCC Service User (including the DCC Data);</li></ul>
<b>"Britain" or "GB"</b>	means Great Britain;
<b>"Build Stage"</b>	has the meaning given in Part I of this Schedule 1;
<b>"Bulk Message"</b>	has the meaning given in Part Q of this Schedule 1;



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<b>"Business Handover Plan"</b>	has the meaning given in the DCC Licence;
<b>"Capacity Management"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"Capital Costs"</b>	means those costs which would be treated as capital costs according to generally accepted accounting principles within the UK which shall include the cost to be charged in respect of Assets by the Contractor to the DCC or (to the extent that risk and title in any Asset is not held by the Contractor) any cost actually incurred by the Contractor in respect of those Assets;
<b>"Central Registration Bodies"</b>	has the meaning given in the DCC Licence;
<b>"Certificate Authority"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"Certificate Revocation List"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"Change Authorisation Note"</b>	has the meaning given in Schedule 8.2 (Change Control);
<b>"Change Communication"</b>	has the meaning given in Schedule 8.2 (Change Control);
<b>"Change Control Procedure"</b>	means the procedure for changing this Agreement, as set out in Schedule 8.2 (Change Control);
<b>"Change in Mandatory Requirements"</b>	<p>means any change (including any modification, replacement, extension, consolidation or amendment) in any Mandatory Requirement(s) after the Signature Date, including:</p> <ul style="list-style-type: none"><li>(a) the enactment or commencement of any new Mandatory Requirement other than (i) the designation of the SEC by the Secretary of State and/or (ii) the coming into effect at any time of any provision in the SEC contained in the SEC at the time of its designation;</li><li>(b) the modification or repeal of any Mandatory Requirement;</li><li>(c) any applicable judgment of a relevant court of law which changes a binding precedent; or</li><li>(d) the imposition of a requirement by a Regulatory Body for an additional necessary Consent,</li></ul> <p>which impacts on the performance of the Services or any of the Contractor's other obligations under this</p>

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	Agreement;
<b>"Change Log"</b>	has the meaning given in Schedule 8.2 (Change Control);
<b>"Change of Control"</b>	means a change in Control of the Contractor;
<b>"Change of Supplier"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"Change Request"</b>	has the meaning given in Schedule 8.2 (Change Control);
<b>"Change"</b>	means any change to this Agreement or the Services to be provided under this Agreement (including any Contract Change or Operational Change);
<b>"Charges"</b>	means the charges payable by the DCC for the provision of the Services referred to in Schedule 7.1 (Charges and Payment);
<b>"Claim"</b>	means any allegation, claim, proceedings, action or demand made (or litigation, arbitration or mediation or other dispute resolution process commenced);
<b>"Code Administrator"</b>	has the meaning given in Part F of this Schedule 1;
<b>"Code of Connection" or "CoCo"</b>	means an agreement between persons that defines the technical and operational arrangements for any communications interface between such persons and including: <ul style="list-style-type: none"><li>(a) establishing the framework for general ways of working between both persons;</li><li>(b) defining specific interface standards to be used;</li><li>(c) setting of agreed capacity limits (e.g. network loading) per time period and associated parameters (e.g. regional load);</li><li>(d) setting of agreed response times;</li><li>(e) defining the operational management process;</li><li>(f) defining the issue resolution process; and</li><li>(g) defining the right to audit (which, to the extent any such audit rights are those of the DCC, shall be in addition and without prejudice to any other DCC audit rights), to ensure that the Code of Connection terms are being honoured;</li></ul>
<b>"Commencement Date"</b>	means, with regard to a part of the Services, the date on which that part of the Services commences in accordance with this Agreement;

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<b>"Commercial Activities"</b>	has the meaning given in the DCC Licence;
<b>"Commercially Available Software"</b>	means software which is generally and commercially available for purchase by the DCC and which does not require significant customisation and/or configuration for use in connection with the DCC Environment (or Other ESP Solution(s)) and/or the DCC Services;
<b>"Commercially Sensitive Information"</b>	means Contractor's Confidential Information that is specifically and clearly marked " <i>Commercially Sensitive – Access by other DCC Contractor(s) Generally Prohibited</i> " and which details: <ul style="list-style-type: none"><li>(a) the Charges, cost or profits of the Contractor or a Sub-contractor in relation to the Services (or any proposed Services); and/or</li><li>(b) the strategic business intentions of the Contractor (that are not obvious and that are likely to materially negatively affect the business of the Contractor if publically available);</li></ul>
<b>"Commodity Supplier"</b>	means a Sub-contractor that solely provides goods, services and/or supplies that can be readily obtained by the Contractor and/or the DCC from a competitive market, materially similar in form, function and price that have not been produced or rendered specifically for or with the Services in mind. The phrase Commodity Supplier excludes any Sub-contractor that <ul style="list-style-type: none"><li>has access (whether physical or otherwise) to any DCC Confidential Information;</li></ul>
<b>"Common Change"</b>	has the meaning given in Schedule 8.2 (Change Control);
<b>"Comms Service Provider(s)", "Communications Service Provider(s)" or "CSP(s)"</b>	has the meaning given in Part E of this Schedule 1;
<b>"Communications Hub Installation Point"</b>	means the electricity meter point for each premises, where the Communications Hub will be either: <ul style="list-style-type: none"><li>(a) fitted directly to the electricity meter;</li><li>(b) installed at the electricity supply entry point into the premises, between the "network cut-off switch" and the electricity meter; or</li><li>(c) installed as close to the electricity meter as is reasonably practicable;</li></ul>
<b>"Communications Hub" or "Comms"</b>	has the meaning given in Part C of this Schedule 1;

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### Hub"

#### "Completion of Interface Testing in UIT"

has the meaning given in Part I of this Schedule 1;

#### "Condition 29 Information"

means "Information", as such term is defined in the DCC Licence;

#### "Confidential Information"

means the DCC Confidential Information (as Confidential Information of the DCC) and/or the Contractor's Confidential Information (as Confidential Information of the Contractor);

#### "Configuration Item" or "CI"

has the meaning given in Part Q of this Schedule 1;

#### "Configuration Management"

has the meaning given in Part Q of this Schedule 1;

#### "Configuration Record"

has the meaning given in Part Q of this Schedule 1;

#### "Consents"

means all permissions, way-leaves, spectrum licences or access rights, other rights of access, exemptions, consents, approvals, certificates, permits, permissions, waivers, registrations, licences, statutory agreements, agreements and authorisations required by Law or required from any third parties (including Regulatory Bodies), in order to provide the Services in accordance with this Agreement;

#### "Consumer Access Device" or "CAD"

has the meaning given in Part C of this Schedule 1;

#### "Consumer Member"

has the meaning given in the DCC Licence;

#### "Consumer Premises"

has the meaning given in Part K of this Schedule 1;

#### "Consumer"

means:

- (a) each Energy Consumer, including any person responsible for paying for the gas and/or electricity (as appropriate) supplied or required to be supplied to any Consumer Premises; and/or
- (b) any person using (in any manner) any part of the Smart Metering System (including a connected Smart Appliance) (other than persons acting solely in the capacity as a DCC Eco-System Entity);

#### "Contract Change" or "Contractual"

has the meaning given in Schedule 8.2 (Change Control);

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### Change"

<b>"Contract Year"</b>	means a period of three hundred and sixty five (365) days (or three hundred and sixty six (366) days in the case of any leap year) (or shorter period in the case of the Final Contract Year) commencing on the Signature Date or on an anniversary of the Signature Date;
<b>"Contractor CMDB Data"</b>	means all Data forming a part of the Contractor CMDB;
<b>"Contractor CMDB"</b>	means the configuration management database (CMDB), which is the repository of all configuration item information related to all the components within the Contractor Solution, but excluding the DCC CMDB;
<b>"Contractor Development Plan"</b>	means the development plan to be prepared and maintained by the Contractor in accordance with Schedule 8.9 (Operations Manual);
<b>"Contractor Entity"</b>	means: <ul style="list-style-type: none"><li>(a) any Contractor Person; and</li><li>(b) any Affiliate of any Contractor Person;</li></ul>
<b>"Contractor Equipment"</b>	means the equipment and Hardware supplied or used by or on behalf of the Contractor or its Sub-contractors (but not hired, leased or loaned from the DCC) for the provision of the Services;
<b>"Contractor Milestones"</b>	has the meaning given in Part I of this Schedule 1;
<b>"Contractor Owned Record"</b>	means: <ul style="list-style-type: none"><li>(a) any part(s) of any Record that are Contractor's Background IPRs, Contractor Systems Data, Contractor CMDB or Project Specific IPRs (subject to and provided that in each case the same is clearly identified as being proprietary to a Contractor Person on the relevant Record);</li><li>(b) any part of any Record containing the object code or source code of Contractor Software or Third Party Software in written form (subject to and provided that the same is clearly identified as Contractor Software or Third Party Software (as appropriate) on the relevant Record);</li><li>(c) all manuals and training materials developed by any Contract Person for use in connection with Contractor Software or Third Party Software;</li><li>(d) any document that is a constitutional document of</li></ul>

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any Contractor Person (such as memorandums and articles of association);

- (e) records that a Contractor Person is required to maintain by Law (including VAT documentation) or any Regulatory Body (but excluding any record the Contractor or any other Contractor Person is required to maintain by the SEC Panel, the SEC or the DCC Licence);
- (f) information to the extent the same must be filed at Companies House;
- (g) details of insurances held by any Contractor Person; and
- (h) audited or unaudited accounts of the general business of any Contractor Person;

### **"Contractor Personnel"**

means all natural persons that are employees, staff, workers, agents, consultants, contractors, directors, officers, professional advisors and/or other persons performing services, roles or functions on behalf of the Contractor and/or of any Sub-contractor in connection with this Agreement;

### **"Contractor Persons"**

means:

- (a) the Contractor;
- (b) each other member of the Contractor's Group;
- (c) the Sub-contractors; and
- (d) the Contractor Personnel,

and **"Contractor Person"** shall be construed accordingly;

### **"Contractor Security Documents"**

means:

- (a) the Contractor Security Policy;
- (b) the ISMS; and
- (c) the Security Management Plan.

### **"Contractor Security Log"**

means the store of information about:

- (a) all Security Events that have occurred on a device or system; and
- (b) all Service Requests or Commands sent or received;

### **"Contractor Software"**

means any software:

- (a) which is used by any Contractor Person to provide the Services (or is made available to the DCC as part of the Services); and

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- (b) the Intellectual Property Rights in which are owned by any Contractor Person or any Affiliate of any Contractor Person

;

### **"Contractor Solution"**

means all of the following:

- (a) the Services (and any items, features or services associated with the provision of the Services or a change in the provision of the Services);
- (b) the Contractor System; and
- (c) any and all processes, ways of working, equipment or materials used or provided by or on behalf of the Contractor in connection with any obligations under this Agreement;

### **"Contractor System"**

has the meaning given in Part C of this Schedule 1;

### **"Contractor's Background IPRs"**

means:

- (a) the following:
  - (i) IPRs owned by any Contractor Entity before the Signature Date (including any Contractor Software);
  - (ii) IPRs created by any Contractor Entity independently of this Agreement; and/or
  - (iii) any modification or enhancement to any Contractor's Background IPRs;

### **"Contractor's Confidential Information"**

means (excluding in each case any Performance Information) any Data in any medium or format provided by or on behalf of the Contractor to any DCC Eco-System Entity in connection with the provision of the Services, however it is conveyed, that is any non-public, commercially proprietary or sensitive information (or materials) that relates to the business, affairs, finances, customers, employees, policies, procedures, methodologies, algorithms, trade secrets or information technologies systems and process which ought reasonably to be considered to be confidential to the Contractor or any Sub-contractor that is clearly marked as or otherwise stated to be "confidential" and all reproductions (hard copy or electronic), extracts, summaries or analyses of Contractor Confidential Information in any medium or format whether prepared by the Contractor or not;

### **"Contractor's Group"**

means the Contractor and its Affiliates;

### **"Contractor's Staff"**

means a list prepared and updated by the Contractor of all Contractor Personnel who are engaged in, or wholly or

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<b>List"</b>	mainly assigned to, the provision of the Services or any part of the Services as at the date of such list;
<b>"Contractor's Test Documents"</b>	has the meaning given in Part I of this Schedule 1;
<b>"Control"</b>	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) or is otherwise deemed to have control of another person for the purposes of section 1124 of the Corporation Tax Act 2010 and " <b>Controls</b> " and " <b>Controlled</b> " shall be interpreted accordingly;
<b>"Conviction"</b>	means other than for minor road traffic offences, any pending prosecutions, convictions, cautions and binding-over orders in any jurisdiction (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order or any similar law in any other jurisdiction), or being placed on a list kept for the purposes of the protection of minors, vulnerable adults or any other persons in any jurisdiction;
<b>"Core Communication Services"</b>	has the meaning given in Part F of this Schedule 1;
<b>"Core DCC Service"</b>	has the meaning given in the SEC under 'Core Communication Services';
<b>"Core Standards"</b>	has the meaning given in Clause 7.2;
<b>"Correction Plan"</b>	means the Contractor's plan for the remediation of any Delay or failure or potential failure to complete or Achieve a Test by the agreed date or a Milestone by its Milestone Date ;
<b>"CoS Signing Party"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"Critical National Infrastructure" or "CNI"</b>	means those infrastructure assets (physical or logical) that are vital to the continued delivery and integrity of the essential services upon which the UK relies, the loss or compromise of which would lead to severe economic or social consequences or to loss of life;
<b>"Critical Service Failure"</b>	has the meaning given in paragraph 5.17 of Part B of Schedule 2.2 (Performance Measures and Monitoring);



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<b>"Critical Service Request"</b>	has the meaning given in Part G of this Schedule 1;
<b>"CSP (Central)"</b>	has the meaning given in Part E of this Schedule 1;
<b>"CSP (North)"</b>	has the meaning given in Part E of this Schedule 1;
<b>"CSP (South)"</b>	has the meaning given in Part E of this Schedule 1;
<b>"CSP Signature Date"</b>	means the execution date of a DCC Service Provider Contract between the DCC and a Prime CSP;
<b>"Customer Identification Number" or "CIN"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"Data Controller"</b>	shall have the same meaning as set out in the Data Protection Act 1998;
<b>"Data Leakage"</b>	means the unauthorised transmission or disclosure of information;
<b>"Data Processor"</b>	shall have the same meaning as set out in the Data Protection Act 1998;
<b>"Data Protection Legislation"</b>	means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable Laws relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
<b>"Data Service Provider" or "DSP"</b>	has the meaning given in Part E of this Schedule 1;
<b>"Data Store"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"Data Subject"</b>	shall have the same meaning as set out in the Data Protection Act 1998;
<b>"Data"</b>	means any information, data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) embodied in any medium (including whether tangible or electronic);
<b>"Database"</b>	means the rights in or to each database developed and supplied by or on behalf of the Contractor in accordance with the terms of this Agreement;

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- "Date Compliant"** means that no previous or future date change has had or will have any adverse impact on the performance or functionality of the Contractor System;
- "DCC & Contractor Systems"** has the meaning given in Part C of this Schedule 1;
- "DCC CMDB"** means the configuration management database (CMDB), which is the repository of all configuration item information related to all the components of those Systems provided by the DCC;
- "DCC Confidential Information"** means (in any medium or format and however conveyed):
- (a) all DCC Data, Records (but excluding any Contractor Owned Records) and Documentation;
  - (b) all Data disclosed by any person or received by any Contractor Person in connection with the Services:
    - (i) relating to any business, affairs, developments, finances (including charges, costs or profits), policies, customers, employees, procedures, methodologies, algorithms, trade secrets, know-how, technical information or information technologies systems or process(es) and/or business intention(s); and/or
    - (ii) that is not obvious and which is likely to materially negatively affect the business, of any DCC Eco-System Entity or (in each case whether direct or indirect) any of their customers, sub-contractors, agents, advisors, employees or suppliers;
  - (c) all Data that is:
    - (i) "Party Data" as defined in the SEC that is clearly marked (or otherwise stated) to be confidential; and/or
    - (ii) "Confidential Information" of any SEC Party as defined in the SEC; and
  - (d) any other Data clearly designated by the DCC as being confidential (whether or not it is marked "confidential") or which the DCC notifies the Contractor that it or any DCC Eco-System Entity is under any obligation under any applicable Mandatory Requirement or contract to treat as confidential (other than to the Contractor or pursuant to this Agreement) or which ought to reasonably be considered to be confidential to any DCC Eco-System Entity,
- together with all reproductions (hard copy or electronic),
-

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extracts, summaries or analyses of the above DCC Confidential Information in any medium or format whether prepared by the DCC or not;

### "DCC Data System(s)"

means the software used by or on behalf of the Contractor to satisfy the functional and non-functional, interface and security requirements for the Services together with all systems and process documentation, toolsets and parts of Contractor CMDB relating to such software or the use of such software;

### "DCC Data"

means all of the following (and also all Data derived from such Data (including any modification or enhancement) and all Databases to the extent composed of any DCC Data):

- (a) Transactional Data;
- (b) System Audit Data;
- (c) cryptographic keys;
- (d) DCC CMDB Data; and
- (e) any Data:
  - (i) owned or originated by or on behalf of the DCC or any DCC Eco-System Entity that either is or may be used in connection with provision or receipt of Services;
  - (ii) generated specifically and solely for the Services that relates to any DCC Eco-System Entity or the DCC Services (excluding ad hoc Service related e-mails and internal communications between Contractor Persons) unless otherwise explicitly agreed in a particular Change or Project); and/or
  - (iii) to which the Contractor would not have had access other than in connection with the performance of Services under this Agreement, including:
    - A. any Data supplied to the Contractor by or on behalf of the DCC (excluding any Data owned in accordance with this Agreement or originally possessed by any Contractor Person); and
    - B. all Industry Registration Data,

but excluding:

- (a) Contractor Systems Data;
- (b) Contractor Software;
- (c) Data that forms part of the Contractor CMDB;

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- (d) Project Specific IPRs; and
- (e) Data that forms part of the Contractor's Background IPRs;

**"DCC Eco-System Entities"**

means:

- (a) the DCC;
- (b) DCC Service Providers;
- (c) SECCo;
- (d) the Code Administrator;
- (e) the SEC Secretariat; and
- (f) DCC Service Users,

and **"DCC Eco-System Entity"** shall be construed accordingly;

**"DCC Eco-System Premises"**

has the meaning given in Part K of this Schedule 1;

**"DCC Environment"**

has the meaning given in Part C of this Schedule 1;

**"DCC Event of Default"**

has the meaning given in Clause 40.10;

**"DCC Industry Registration Data Change File"**

has the meaning given in Part Q of this Schedule 1;

**"DCC Industry Registration Data"**

means the subset of Industry Registration Data received by or on behalf of the Contractor and stored with the DCC Data Systems as defined by the DCC;

**"DCC Inventory"**

has the meaning given in Part Q of this Schedule 1;

**"DCC Licence"**

means the "Licence for the Provision of a Smart Meter Communication Service" granted to the DCC or any successor pursuant to sections 7AB(1) or 7AB(2) and 7AB(4) of the Gas Act 1986 and sections 6(1)(f) or 6(1A) and 6(1C) of the Electricity Act 1989;

**"DCC Objectives"**

has the meaning given in Clause 5.1;

**"DCC Obligations"**

means any and all Mandatory Requirements binding on the DCC;

**"DCC Premises"**

has the meaning given in Part K of this Schedule 1;

**"DCC Purpose"**

means in connection with:

- (a) the performance of any of the DCC's obligations and/or exercise of any its rights and/or remedies in connection with any of this Agreement and/or

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any Mandatory Requirement; and/or

- (b) the receipt and/or use of any of the Services during the Service Period;

<b>"DCC Requirements"</b>	means requirements set out in Schedule 2.1 (DCC Requirements);
<b>"DCC Security Architecture"</b>	means the general overview of the technical architecture that specifies the functional and non-functional security requirements applicable to Smart Meters installed in Great Britain and the End-to-end Smart Metering System as specified by the DCC from time to time;
<b>"DCC Security Policy"</b>	means the DCC's security policy, as developed and updated from time to time;
<b>"DCC Service Desk"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"DCC Service Flag EFD"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"DCC Service Flag"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"DCC Service Provider Contract"</b>	has the meaning given in Part E of this Schedule 1;
<b>"DCC Service Provider"</b>	has the meaning given in Part E of this Schedule 1;
<b>"DCC Service User Provider Contract"</b>	has the meaning given in Part F of this Schedule 1;
<b>"DCC Service User Providers"</b>	has the meaning given in Part F of this Schedule 1;
<b>"DCC Service User Systems"</b>	has the meaning given in Part C of this Schedule 1;
<b>"DCC Service User"</b>	has the meaning given in Part F of this Schedule 1;
<b>"DCC Services"</b>	means any and all services to be provided by the DCC to the DCC Service Users or to any other person (including the provision of information relating to Smart Meters) in connection with such DCC Services or the DCC Licence;
<b>"DCC Software"</b>	means software which is owned by or licensed to the DCC, including software which is or will be used by the Contractor for the purposes of providing the Services

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but excluding the Contractor Software

<b>"DCC Systems"</b>	has the meaning given in Part C of this Schedule 1;
<b>"DCC Target Service Level"</b>	has the meaning given in paragraph 3.2(a) of Part C of Schedule 2.2 (Performance Measures and Monitoring);
<b>"DCC User Gateway Catalogue"</b>	has the meaning given in Part G of this Schedule 1;
<b>"DECC Impact Assessment"</b>	means the impact assessment relating to the smart meter roll-out for the domestic and small and medium non-domestic sectors (GB) issued by DECC (IA No: DECC0009,URN: 13D/004) dated 24 January 2013;
<b>"DECC"</b>	means The Department of Energy & Climate Change of the UK Government;
<b>"Default Interest Rate"</b>	means, for any day, 8% above the base lending rate of the Bank of England at 13.00 hours on that day;
<b>"Deferred Set-up Charge"</b>	means the monthly amount in Set-up Charges calculated and payable in accordance with Schedule 7.1 (Charges and Payment) following Achievement of the associated Set-Up Payment Milestone;
<b>"Defra"</b>	means the Department for Environment, Food and Rural Affairs of the UK Government, responsible for policy and regulations in England;
<b>"Delay Payments"</b>	means the amounts payable by the Contractor to the DCC in respect of a Delay as specified in Schedule 7.1 (Charges and Payment);
<b>"Deliverable"</b>	means an item, feature or service associated with the provision of the Services or a change in the provision of the Services which is required to be delivered by the Contractor at a Milestone Date or at any other stage during the performance of this Agreement;
<b>"Design Stage"</b>	has the meaning given in Part I of this Schedule 1;
<b>"Device ID"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"Device Status"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"Disaster Recovery Services"</b>	means the disaster recovery services to be provided by the Contractor pursuant to Schedule 8.6 (Business Continuity and Disaster Recovery Plan) in the event of a Disaster;
<b>"Disaster"</b>	means the occurrence of one or more events which, either separately or cumulatively, result in a Service Disruption which exceeds the relevant thresholds set out in the

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Business Continuity Plan;

<b>"Disposal"</b>	<p>in relation to any Relevant Business Asset, means any of the following:</p> <ul style="list-style-type: none"><li>(a) a novation, assignment, transfer, or other passing of that Relevant Business Asset (whether or not for value) to a person other than the Contractor;</li><li>(b) a lease, licence, or loan of (or the grant of any other right of possession in relation to) that Relevant Business Asset;</li><li>(c) the grant of any mortgage, charge, or other form of security over that Relevant Business Asset; or</li><li>(d) where the asset comprises a contractual arrangement of any kind, any variation of its terms that would be likely to reduce or otherwise impair the efficiency and effectiveness of the Contractor's provision of Services under or pursuant to this Agreement;</li></ul>
<b>"Dispute"</b>	<p>means any dispute, difference or question of interpretation arising out of or in connection with this Agreement including, in relation to the Services, any failure to agree in accordance with the Change Control Procedure or any matter where this Agreement directs the parties to resolve an issue by reference to the Dispute Resolution Procedure;</p>
<b>"Distribution Network Operator" or "DNO"</b>	<p>has the meaning given in Part M of this Schedule 1;</p>
<b>"Early User Integration" and/or "Commencement of Early User Integration"</b>	<p>has the meaning given in Part I of this Schedule 1;</p>
<b>"Elective DCC Service"</b>	<p>has the meaning given in the SEC under 'Elective Communication Services';</p>
<b>"Emergency Exit"</b>	<p>means any termination of this Agreement which is:</p> <ul style="list-style-type: none"><li>(a) a termination of the whole or part of this Agreement, except where the period of notice given is greater than or equal to six (6) months;</li><li>(b) a termination of the provision of the Services for any reason prior to the expiry of any period of</li></ul>

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notice of termination served by either party; or

- (c) a wrongful termination or repudiation of this Agreement by either party;

### **"Employee Liabilities"**

means all claims, including, without limitation, claims for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, race or disability discrimination or discrimination on the grounds of sexual orientation, religion, belief, age, gender re-assignment, marriage, civil partnership, pregnancy or maternity, claims for equal pay, compensation for less favourable treatment of part-time or fixed-term workers, any liability in respect of pension schemes and collective bargaining agreements which would transfer to a transferee under the Employment Regulations and any claims (whether in tort, contract or statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission, or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation), and any legal costs and expenses on an indemnity basis;

### **"Employment Regulations"**

means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Laws implementing the Council Directive 2001/23/EC on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses;

### **"End-to-end Smart Metering System"**

has the meaning given in Part C of this Schedule 1;

### **"Energy Consumer"**

has the meaning given in the DCC Licence;

### **"Energy Licence"**

has the meaning given in the DCC Licence;

### **"Energy Registration Services"**

has the meaning given in the DCC Licence;

### **"Energy Supplier"**

has the meaning given in Part M of this Schedule 1;

### **"Enrolment"**

has the meaning given in the SEC;

### **"Environment"**

means ecological systems, living organisms (including humans) and the following media (whether alone or in



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combination):

- (a) air (including air within buildings);
- (b) water (including water under or within land or in pipe or sewerage systems); and
- (c) land and soil (including buildings and structures thereon);

<b>"Environmental Consent"</b>	means any Consent required at any time under any Environmental Law;
<b>"Environmental Guidance"</b>	means any Guidance relating to compliance with Environmental Law and/or Environmental Matters;
<b>"Environmental Information Regulations"</b>	means the Environmental Information Regulations 2004;
<b>"Environmental Information"</b>	has the meaning given under regulation 2 of the Environmental Information Regulations and includes all Data which it would be reasonable to assume might be such information even if there is a potential doubt as to its inclusion in the meaning provided in regulation 2;
<b>"Environmental Law"</b>	means all applicable Law relating to Environmental Matters or the Environment;
<b>"Environmental Liabilities"</b>	means any fines, penalties, charges, actions, losses, costs, claims, expenses, demands, duties, obligations, damages and other liabilities suffered or incurred by the DCC (whether present or future, actual or contingent, ascertained or unascertained, or disputed and whether owed, incurred or suffered jointly or severally or as principal or surety) including the costs of any remediation or restoration works, business interruption and all costs of consultants and other advisors and all out of pocket expenses of the DCC to the extent that they arise as a result of Environmental Matters;
<b>"Environmental Management Plans"</b>	means the plans and policies to be used by the Contractor in accordance with Clause 13 (Environment);
<b>"Environmental Matters"</b>	means any matter relating directly or indirectly to any of the following: <ul style="list-style-type: none"><li>(a) waste (including packaging waste);</li><li>(b) contamination;</li><li>(c) discharges, release, emissions to air, land, ground, surface and coastal waters and sewers;</li><li>(d) abstraction and use of water;</li><li>(e) extraction, consumption or use of natural</li></ul>

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resources;

- (f) generation and consumption of energy and matters related to energy efficiency;
- (g) noise, vibration and light;
- (h) Harmful Substances;
- (i) common law nuisance, trespass and negligence;
- (j) statutory nuisance;
- (k) conservation or protection of species, habitats, biodiversity, flora and fauna;
- (l) human health and safety; and
- (m) town and country planning in so far as it relates to any of the above;

**"ERA"** means the Employment Rights Act 1996;

**"ESP Contract"** has the meaning given in Part E of this Schedule 1;

**"Euro Compliant"** means that:

- (a) the introduction of the euro within any part of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect the DCC's business;
- (b) all currency-reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and
- (c) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data):
  - (i) be able to perform all such functions in any number of currencies and/or in euros;
  - (ii) during any transition phase applicable to the UK, be able to deal with multiple currencies and in relation to the euro and the national currency of UK dual denominations;
  - (iii) recognise, accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro;
  - (iv) incorporate protocols for dealing with rounding and currency conversion;

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- (v) recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the UK and/or the euro; and
- (vi) permit the input of data in euro and display an outcome in euro where such data, supporting the DCC's normal business practices, operates in euro and/or the national currency of the UK;

<b>"Event Management"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"Event"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"Exclusive Assets"</b>	means those Assets used exclusively in the provision of the Services, as identified in the Asset Register;
<b>"Exit Management"</b>	means the obligations and rights of the respective parties pertaining to managing a smooth transition from the provision of the Services by the Contractor to the provision of Replacement Services by the DCC or any Replacement Contractor, all as set out in Schedule 8.5 (Exit);
<b>"Exit Plan"</b>	means the Initial Exit Plan, or once approved in accordance with paragraph 4 of Part D of Schedule 8.5 (Exit), the Final Exit Plan;
<b>"Expiry Date"</b>	has the meaning given in the DCC Licence;
<b>"Expiry Period"</b>	has the meaning given in the DCC Licence;
<b>"Extension Period"</b>	has the meaning given in Clause 3;
<b>"External Service Providers"</b>	has the meaning given in Part E of this Schedule 1;
<b>"Final Contract Year"</b>	means the Contract Year commencing on the last anniversary of the Signature Date that falls during the Service Period;
<b>"Final Exit Plan"</b>	means the final version of the Exit Plan to be prepared and approved in accordance with paragraph 4 of Part D of Schedule 8.5 (Exit);
<b>"Force Majeure Event"</b>	means the occurrence after the Signature Date of any of the following: <ul style="list-style-type: none"><li>(a) war, civil war, riot, civil commotion or armed conflict;</li></ul>

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- (b) Terrorism;
- (c) nuclear, chemical or biological contamination;
- (d) earthquakes, fire, storm damage or severe flooding (if in each case it affects a significant geographical area); and/or
- (e) any blockade or embargo (if in each case it affects a significant geographical area);

**"Forecast Monthly Profits"** means a GBP figure calculated as projected profit over the Initial Term (using figures from the baseline scenario) divided by the number of months in the Initial Term;

**"GB Companion Specification" or "GBCS"** has the meaning given in Part G of this Schedule 1;

**"General Change in Mandatory Requirements"** means any Change in Mandatory Requirements which is not a Specific Change in Mandatory Requirements (including any change to the Data Protection Act 1998);

**"Go Live"** The date at which the Parse and Correlate Software completes the independent code review and is available for download by Service Users.

**"Good Industry Practice"** means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;

**"Greenhouse Gas"** has the meaning given in the DCC Licence;

**"Guidance"** means any non-binding requirement, rule, code, code of practice, circular, policy, order, demand, decision, determination, direction, guidance, consent or notice issued by any Regulatory Body or other competent authority from time to time with which a contractor operating in the same industry as the Contractor and working in accordance with Good Industry Practice would be expected to comply;

**"Hardware"** means:

- (a) computer and computer devices and equipment;
- (b) telecommunications devices and equipment;
- (c) cabling and network systems;
- (d) any part of the technical infrastructure which is used in the operation of, or connected to, (a), (b) or (c) above (including all firmware and licences to operating software which is shipped as an integral part of (a), (b) or (c) above and all data and other information that is embedded in (a), (b)

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or (c) above); and

- (e) any asset which relies in any way on (a), (b), (c) or (d) above or other ICT;

<b>"Harmful Substance"</b>	means in connection with the performance of the Services or in complying with this Agreement, any substance (in whatever form) which is subject to regulatory control as being hazardous or dangerous or which is capable of causing harm or damage to the Environment;
<b>"Health and Safety Regime"</b>	means any health & safety Laws and applicable Guidance in force from time to time in relation to prevention of harm to human health, including the Food Safety Act 1990 (and associated regulations), the Health & Safety at Work etc. Act 1974 (and associated regulations), the Regulatory Reform (Fire Safety) Order 2005, and any similar or analogous health & safety Law in force from time to time and as amended;
<b>"High Level Plan"</b>	has the meaning given in Part I of this Schedule 1;
<b>"Home Area Network" or "HAN"</b>	has the meaning given in Part C of this Schedule 1;
<b>"ICT"</b>	means information and communications technology;
<b>"Impact Assessment"</b>	has the meaning given in Schedule 8.2 (Change Control);
<b>"Implementation Plan"</b>	has the meaning given in Part I of this Schedule 1;
<b>"Incident Log"</b>	means the hard copy and electronic version of the log created and maintained by the Contractor as part of the Services in accordance with paragraph 2 of Part E of Schedule 2.2 (Performance Measures and Monitoring);
<b>"Incident Management"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"Incident Report"</b>	means the first notification of an Incident received by the Service Desk (including from the Contractor) in respect of that Incident;
<b>"Incident"</b>	means any event affecting the Services which may result in a failure to provide any of the Services in accordance with the requirements of this Agreement (including any issue with, defect in, or failure of, the Contractor System);
<b>"Industry Codes and Arrangements"</b>	has the meaning given in Part G of this Schedule 1;

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<b>"Information Assets"</b>	means a body of information, defined and managed as a single unit so it can be understood, shared where appropriate, protected and exploited effectively. Information assets have recognisable and manageable value, risk, content and lifecycles;
<b>"Information Commissioner Office" or "Information Commissioner" or "ICO"</b>	means the UK's Information Commissioner's Office and any other Regulatory Body that upholds information rights in the public interest and/or promotes openness by public bodies and/or data privacy for individuals;
<b>"Information Request"</b>	has the meaning given in Clause 8.10;
<b>"Information System"</b>	means a system for generating, sending, receiving, storing or otherwise processing electronic communications;
<b>"Infringing Item"</b>	has the meaning given in Clause 37.7;
<b>"Initial Exit Plan"</b>	means the initial version of the Exit Plan to be prepared, approved and updated in accordance with paragraphs 1 to 3 of Part D of Schedule 8.5 (Exit);
<b>"Initial Term"</b>	Means a period of three (3) Contract Years, starting on the Signature Date;
<b>"Insolvency Event"</b>	means the occurrence of any of the following events, appointments or circumstances (or the occurrence of any event, appointment or circumstances analogous to any of the following in a jurisdiction other than England and Wales) in relation to the relevant person: <ul style="list-style-type: none"><li>(a) the person passing a resolution for its winding up or a court of competent jurisdiction making an order for the person to be wound up or dissolved or a liquidator otherwise being appointed or the person being otherwise dissolved;</li><li>(b) the giving of any notice of intention of appointment or notice of appointment of, or the appointment of, an administrator of, or the making of an administration order in relation to, the person;</li><li>(c) the appointment of a receiver, manager or receiver or administrative receiver of, or an encumbrancer taking possession of, selling or giving any notice in respect of, the whole or any part of the person's undertaking, assets, rights or revenue;</li><li>(d) the person commencing negotiations for or entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or taking steps to</li></ul>

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obtain a moratorium or making an application to a court of competent jurisdiction for protection from its creditors;

- (e) the person stopping or suspending payment of any of its debts or being unable to pay its debts or being declared unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (f) any circumstance arising which would (or which with the giving of notice, lapse of time, determination of materiality or fulfilment of any other applicable condition or any combination of the foregoing would) entitle any third party to enforce any encumbrance (including any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, security interest, any other security agreement or arrangement or which otherwise restricts the Contractor's ability to use and deal with the relevant Contractor Equipment or Asset) over or in respect of any Contractor Equipment or Asset.

However, a resolution by the relevant person or a court order that such person be wound up for the purpose of a bona fide solvent reconstruction or amalgamation shall not amount to an Insolvency Event;

### **"Integrated Solution Delivery Plan"**

has the meaning given in Part I of this Schedule 1;

### **"Intellectual Property Rights" or "IPRs" or "IPR"**

means:

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (c) all other rights having equivalent or similar effect in any country or jurisdiction;

### **"IPR Claim"**

means a Claim by any person alleging or asserting that:

- (a) the assignment by the Contractor to any person of any Intellectual Property Rights under this

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Agreement;

- (b) the grant by the Contractor, or exercise by the DCC or any DCC Eco-System Entity, of any licence relating to the Contractor IPR under this Agreement;
- (c) the use by any Contractor Entity of any of the Contractor IPR and/or any IPR assigned by the Contractor to any person under this Agreement in relation to the provision of the Services or the performance of the Contractor's other obligations under this Agreement;
- (d) the use of any of the Contractor IPR and/or any IPR assigned by the Contractor to any person under this Agreement by the DCC or any DCC Eco-System Entity in accordance with this Agreement; and/or
- (e) the provision of the Services, or the DCC or any DCC Eco-System Entity taking the benefit of the Services, under this Agreement,

infringes the Intellectual Property Rights of that person;

**"ITIL"**

means ITIL v3 2011;

**"Know-How"**

means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know how already in the Contractor's or the DCC's possession before this Agreement;

**"Large Supplier Party"**

has the meaning given in the SEC;

**"Law"**

means:

- (a) any Act of Parliament;
- (b) any subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978;
- (c) common law;
- (d) any exercise of the royal prerogative;
- (e) any enforceable community right within the meaning of Section 2(1) of the European Communities Act 1972;
- (f) any applicable judgment of a relevant court of law which is a binding precedent; and
- (g) any rule, code, code of practice, circular, policy, order, demand, decision, determination, direction, guidance, consent, or notice of any Regulatory Body, which in each case are binding on either of the parties,



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in each case in force in Great Britain (or any part thereof) at any time during the Service Period;

<b>"Loss"</b>	means all damages, losses, liabilities, costs, debts, expenses (including legal and other professional charges and expenses) and charges howsoever arising (whether arising under contract, Law or otherwise) (and, in relation to any reference to Losses of the DCC, including all direct losses as defined in Clause 38.8);
<b>"Major Incident Management Process"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"Major Incident"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"Malicious Software"</b>	means any software program or code which may prevent, impair, affect the reliability of, destroy, interfere with, corrupt, or cause undesired effects on (or to) Systems, program files, data or other information, executable code or application software macros or services (including all worms, trojan horses, spyware, viruses and similar things or devices), whether or not its operation is immediate or delayed, and whether the Malicious Software is introduced wilfully, negligently or without knowledge of its existence;
<b>"Man Day"</b>	means seven and a half (7.5) Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
<b>"Man Hours"</b>	means the hours spent by the Contractor Personnel properly working on the Services including time spent travelling (other than to and from the Contractor's offices, or to and from the premises at which the services are to be principally performed) but excluding lunch breaks;
<b>"Management Order"</b>	has the meaning given in the DCC Licence;
<b>"Mandatory Business Services"</b>	has the meaning given in the DCC Licence;
<b>"Mandatory Business"</b>	has the meaning given in the DCC Licence;
<b>"Mandatory Requirements"</b>	means: (a) Laws; (b) Industry Codes and Arrangements; and (c) Standards;
<b>"Material Service"</b>	has the meaning given in paragraph 5.11 of Part B of

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<b>"Failure"</b>	Schedule 2.2 (Performance Measures and Monitoring);
<b>"Maximum Service Points"</b>	has the meaning given in paragraph 4.1(c) of Part B of Schedule 2.2 (Performance Measures and Monitoring);
<b>"Measurement Period"</b>	means, in relation to any Performance Measure, the period in respect of which the Contractor's performance against the relevant Target Service Level is measured. The Measurement Period applicable to each Performance Measure is specified in Appendix 2 of Schedule 2.2 (Performance Measures and Monitoring);
<b>"Milestone Achievement Certificate"</b>	has the meaning given in Part I of this Schedule 1;
<b>"Milestone Date"</b>	has the meaning given in Part I of this Schedule 1;
<b>"Milestone Value"</b>	has the meaning given in Part I of this Schedule 1;
<b>"Milestone"</b>	has the meaning given in Part I of this Schedule 1;
<b>"Minimum Service Level"</b>	means, in relation to any Service Measure or KPI, the level of service identified in Appendix 1 of Schedule 2.2 (Performance Measures and Monitoring) as the "Minimum Service Level";
<b>"Modification Report"</b>	has the meaning given in Clause 10.3.3;
<b>"Modification"</b>	means, in relation to any of the Software: (a) any new release or new version of the Software; or (b) any other modification or amendment to the Software, including any patch, fix, workaround, upgrade or enhancement;
<b>"month"</b>	means (unless otherwise expressly stated) a calendar month and <b>"monthly"</b> shall be interpreted accordingly;
<b>"Network Layer"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"New KPI"</b>	means a Service Measure which has been re-categorised as a KPI in accordance with Part D of Schedule 2.2 (Performance Measures and Monitoring);
<b>"New Service Measure"</b>	means a KPI which has been re-categorised as a Service Measure in accordance with Part D of Schedule 2.2 (Performance Measures and Monitoring);
<b>"Non-Exclusive Assets"</b>	means those Assets (if any) which are used by the Contractor in the provision of the Services but which are also used by the Contractor for other purposes;

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"Ofcom"	means the United Kingdom Regulatory Body known as the Office of Communications or Ofcom;
"Ofgem"	means the British Regulatory Body known as the Office of the Gas and Electricity Markets or Ofgem;
"OJEU Notice"	has the meaning described in Recital C of this Agreement;
"Ongoing Access Assets"	has the meaning given in paragraph 1.1 of Part B of Schedule 8.5 (Exit);
"Open Source Software"	means: <ul style="list-style-type: none"><li>(a) open source software as defined by the Open Source Definition issued by the Open Source Initiative from time to time (<a href="http://opensource.org/docs/osd">http://opensource.org/docs/osd</a>);</li><li>(b) free software as defined by the Free Software Definition issued by the Free Software Foundation from time to time (<a href="http://www.gnu.org/philosophy/free-sw.html">http://www.gnu.org/philosophy/free-sw.html</a>); or</li><li>(c) any other software which, as a condition of its use, development or redistribution, requires that such software, any modifications to that software and/or any other software with which it is combined be disclosed or distributed in source code form;</li></ul>
"Operational Change Policy"	means a document setting out how all changes will be undertaken to any aspect of the Operational Service;
"Operational Change"	has the meaning given in Schedule 8.2 (Change Control);
"Operational Charge"	means the Charge identified and calculated as set out in paragraph 8 of Schedule 7.1 (Charges and Payment);
"Operational Service"	means the Services provided by the Contractor following Go Live;
"Ordinary Exit"	means: <ul style="list-style-type: none"><li>(a) any termination of this Agreement where the period of notice given by the party serving notice to terminate is greater than or equal to six (6) months; or</li><li>(b) the expiry of the Initial Term or any Extension Period;</li></ul>
"Other ESP Solution"	means, in relation to any other External Service Provider, all of the following: <ul style="list-style-type: none"><li>(a) <b>ESP Services:</b> the services provided by that</li></ul>

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External Service Provider to the DCC in accordance with the applicable ESP Contract (and any items, features or services associated with the provision of the ESP Services or a change in the provision of the ESP Services);

- (b) **ESP System:** the Systems used by or on behalf of that External Service Provider in performing the ESP Services, including any software, Hardware, other equipment and related cabling; and
- (c) **Other:** any and all processes, ways of working, equipment or materials used or provided by or on behalf of that External Service Provider or its Affiliates, sub-contractors or other personnel in connection with any obligations under the applicable ESP Contract;

"Other Milestone"	has the meaning given in Part I of this Schedule 1;
"Other SEC Party"	has the meaning given in Part F of this Schedule 1;
"Outline Performance Monitoring Approach"	has the meaning given in paragraph 1.6 of Part F of Schedule 2.2 (Performance Measures and Monitoring);
"Parse and Correlate Software"	means the software used to provide the Parse and Correlate Solution;
"Parse and Correlate Solution"	means the solution procured by the DCC to perform the parse and correlate function required to assess whether the message formatted by the DCC Data Systems is a correct representation of the original Service Request (in GB Companion Specification format) issued by the corresponding DCC Service User;
"Partial Termination"	means the partial termination of this Agreement to the extent that it relates to the provision of any part of the Services, as further described in Clause 60;
"Payment Month"	means a calendar month to which a payment obligation in this Agreement relates;
"Performance Framework"	has the meaning given in paragraph 3 of Part A of Schedule 2.2 (Performance Measures and Monitoring);
"Performance Information"	means information relating to the performance (or non-performance) of the Services and/or Contractor Solution, including as against the Performance Measures and/or the Contractor's other obligations under this Agreement;

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<b>"Performance Measure Re-categorisation"</b>	has the meaning given in paragraph 5.1 of Part D (Changes to Performance Measures) of Schedule 2.2 (Performance Measures and Monitoring);
<b>"Performance Measure"</b>	means the standards which the Contractor is required to achieve in relation to the performance of the Services and its other obligations under this Agreement, and which is categorised in Appendix 1 of Schedule 2.2 (Performance Measures and Monitoring) as either:  (a) a Service Measure; or  (b) a Key Performance Indicator;
<b>"Performance Monitoring Approach"</b>	has the meaning given in paragraph 1.1 of Part F of Schedule 2.2 (Performance Measures and Monitoring);
<b>"Performance Monitoring Report"</b>	means the monthly report prepared by the Contractor in accordance with paragraph 2 of Part F of Schedule 2.2 (Performance Measures and Monitoring);
<b>"Performance Review Meeting"</b>	means the regular meeting between the Contractor and the DCC to manage and review the Contractor's performance under this Agreement, as further described in paragraph 5 of Part F of Schedule 2.2 (Performance Measures and Monitoring);
<b>"Permitted Persons"</b>	has the meaning given in Clause 50.13;
<b>"Persistent Service Failure"</b>	has the meaning given in paragraph 5.15 of Part B of Schedule 2.2 (Performance Measures and Monitoring);
<b>"Personal Data"</b>	shall have the same meaning as set out in the Data Protection Act 1998;
<b>"PMA" or "Policy Management Authority"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"Price Control Information"</b>	has the meaning given in the DCC Licence;
<b>"Principal Energy Legislation"</b>	has the meaning given in the DCC Licence;
<b>"Problem Management"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"Problem"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"Process"</b>	has the meaning given to it under the Data Protection Legislation but, for the purposes of this Agreement, it

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	shall include both manual and automatic processing;
<b>"Processed or Created"</b>	means used, processed, created, generated, outputted, transmitted, obtained, supplied, accessed, held, issued, stored, produced or transmitted (and <b>"Processes or Creates"</b> shall be construed accordingly);
<b>"Production Environment"</b>	means the infrastructure, premises, data, systems and controls used in the delivery of the DCC Services. This shall include all capability parts of the BCDR solution;
<b>"Programme Milestones"</b>	has the meaning given in Part I of this Schedule 1;
<b>"Prohibited Change of Control"</b>	means a Change of Control of the Contractor or a Key Sub-contractor that: <ul style="list-style-type: none"><li>(a) results in such person being Controlled by an Unsuitable Person; or</li><li>(b) results in such person being Controlled by a SEC Party, the DCC or any other External Service Provider (or any Affiliate of any SEC Party, the DCC or any other External Service Provider);</li></ul>
<b>"Prohibition Order"</b>	means the Electricity and Gas (Smart Meters Licensable Activity) Order 2012;
<b>"Project Plan"</b>	means a formal, approved document used to guide both project execution and project control that the Parties using reasonable endeavours shall have agreed within 30 days of Signature date as amended from time to time.;
<b>"Project Specific IPRs"</b>	means (excluding all IPRs in any documentation, DCC Data and/or DCC Software): <ul style="list-style-type: none"><li>(a) IPRs:<ul style="list-style-type: none"><li>(i) in items created by the Contractor or any other Contractor Person (or by a third party on behalf of the Contractor or a Contractor Person) specifically for the purposes of this Agreement and updates and amendments of these items; and/or</li><li>(ii) arising as a result of the performance of the Contractor's obligations under this Agreement,</li></ul>excluding the Contractor's Background IPRs or the Specially Written Software;</li></ul>
<b>"Public Key Binding"</b>	means a signed data structure issued by a Binding Authority which verifies the binding of a Smart Metering Device's identity and its corresponding public key;

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<b>"Public Key Directory" or "PKD"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"Quality of Service Information"</b>	has the meaning given in the DCC Licence;
<b>"Quarter"</b>	means the first three months after the Signature Date and each subsequent three months during the Service Period;
<b>"Quarterly Summary"</b>	means the summary of the performance by the Contractor to be provided by the Contractor to the DCC pursuant to paragraph 3.1 of Part F (Performance Monitoring) of Schedule 2.2 (Performance Measures and Monitoring);
<b>"Re-allocation Notice"</b>	has the meaning given in paragraph 4.2 of Part D (Changes to Performance Measures) of Schedule 2.2 (Performance Measures and Monitoring);
<b>"Re-categorisation Notice"</b>	has the meaning given in paragraph 5.2 of Part D (Changes to Performance Measures) of Schedule 2.2 (Performance Measures and Monitoring);
<b>"Records"</b>	has the meaning given in Clause 19.1;
<b>"Redundancy"</b>	shall have the meaning ascribed to it by section 139 of the ERA;
<b>"Register of Security Incidents"</b>	has the meaning given in Clause 34.22;
<b>"Registers"</b>	has the meaning given in paragraph 1.1 of Part B of Schedule 8.5 (Exit);
<b>"Registration Authority"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"Regulated Charging Mechanism"</b>	means the charging mechanism (as set out in relevant Industry Codes and Arrangements from time to time) by which the DCC is entitled to charge the DCC Service Users for any DCC Services;
<b>"Regulatory Accounts"</b>	has the meaning given in the DCC Licence;
<b>"Regulatory Bodies"</b>	means those government departments, regulators, regulatory bodies, and other entities, committees and bodies (including the SEC Panel) which, whether under Law, Industry Codes and Arrangements or otherwise, are entitled to regulate, supervise, investigate, or influence: <ul style="list-style-type: none"><li>(a) any matters dealt with in this Agreement; or</li><li>(b) the DCC, Contractor Person(s) or DCC Eco-</li></ul>

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System Entities or any of their business, activities or affairs,

including the Authority, Ofcom and Ofgem, and "**Regulatory Body**" shall be construed accordingly;

" <b>Regulatory Instructions and Guidance</b> " or " <b>RIGs</b> "	has the meaning given in the DCC Licence;
" <b>Regulatory Year</b> "	has the meaning given in the DCC Licence;
" <b>Related Undertaking</b> "	has the meaning given in the DCC Licence;
" <b>Release Management</b> "	has the meaning given in Part Q of this Schedule 1;
" <b>Release</b> "	has the meaning given in Part Q of this Schedule 1;
" <b>Relevant Agreements</b> "	has the meaning given in paragraph 3.1 of Part B of Schedule 8.5 (Exit);
" <b>Relevant Breach</b> "	has the meaning given in Clause 38.8;
" <b>Relevant Business Assets</b> "	means: <ul style="list-style-type: none"><li>(a) this Agreement;</li><li>(b) any other Assets that are essential to the Contractor's ability to perform the Services in accordance with this Agreement; and</li><li>(c) any contractual right to receive any sum or sums or any other financial asset from another person;</li></ul>
" <b>Relevant Counterparty</b> "	has the meaning given in Part E of this Schedule 1;
" <b>Relevant SEC Objectives</b> "	has the meaning given in Part F of this Schedule 1;
" <b>Relevant Service Capability</b> "	has the meaning given in the DCC Licence;
" <b>Relevant Service Measure</b> "	has the meaning given in paragraph 3.1(b)(i) of Part C of Schedule 2.2 (Performance Measures and Monitoring);
" <b>Relevant Third Party Service Measure</b> "	has the meaning given in paragraph 3.1(b)(ii) of Part C of Schedule 2.2 (Performance Measures and Monitoring);
" <b>Relinquishment of Operational Control</b> "	in relation to any Relevant Business Asset, means entering into any agreement or arrangement under which operational control of that Relevant Business Asset is not



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	or will cease to be under the sole management of the Contractor;
<b>"Remediable Event"</b>	has the meaning given to it in Clause 41.1;
<b>"Remedial Plan Process"</b>	means the process set out in Clause 41;
<b>"Remedial Plan Sponsor"</b>	has the meaning given in Clause 41.2;
<b>"Remedial Plan"</b>	means the plan referred to in Clause 41;
<b>"Repeat Service Failure"</b>	has the meaning given in paragraph 5.7 of Part B of Schedule 2.2 (Performance Measures and Monitoring);
<b>"Replacement Contractor"</b>	means any third party (including any third party appointed by the DCC or any DCC Eco-System Entity from time to time) providing or which shall provide Replacement Services;
<b>"Replacement Services"</b>	means any services which the DCC or any DCC Eco-System Entity obtains or itself provides: <ul style="list-style-type: none"><li>(a) in substitution for the Services or any part of the Services at any time; and/or</li><li>(b) in substitution for the services of the DCC or any part of the DCC's services to DCC Service Users at any time;</li></ul>
<b>"Representatives"</b>	means either or both of the DCC Representative and the Contractor Representative;
<b>"Request for Environmental Information"</b>	means a request for information or an apparent request under the Environmental Information Regulations;
<b>"Resolution"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"Resolved"</b>	means in relation to an Incident that the service or services affected by the Incident have been restored to normal operation and the Incident status has been set to closed on the relevant service management system(s);
<b>"Revised Milestone Date"</b>	means any revised date which is set for the Achievement of a Milestone;
<b>"RoHs Directive"</b>	means the Restriction of Hazardous Substances in Electrical Equipment (RoHS) Directive 2011/65/EU;
<b>"Role Based Access Control"</b>	has the meaning given in Part Q of this Schedule 1;

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<b>"Root Cause Analysis"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"SEC Dispute Resolution Procedure"</b>	has the meaning given in Part F of this Schedule 1;
<b>"SEC Governance Framework"</b>	has the meaning given in Part F of this Schedule 1;
<b>"SEC Modification Arrangements"</b>	has the meaning given in Clause 10.2;
<b>"SEC Panel"</b>	has the meaning given in Part F of this Schedule 1;
<b>"SEC Party"</b>	has the meaning given in Part F of this Schedule 1;
<b>"SEC Subsidiary Documents"</b>	has the meaning given in Part G of this Schedule 1;
<b>"SECCo"</b>	has the meaning given in Part F of this Schedule 1;
<b>"Secretariat" or "SEC Secretariat"</b>	has the meaning given in Part F of this Schedule 1;
<b>"Secretary of State"</b>	means the Secretary of State for the Department of Energy & Climate Change;
<b>"Security Event"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"Security Logs"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"Security Management Plan"</b>	means the Outline Security Management Plan the latest subsequent security management plan agreed by the DCC from time to time;
<b>"Security Management Requirements"</b>	means the requirements relating to security set out in Clause 34;
<b>"Security Related Functionality"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"Security Requirements"</b>	means: the requirements relating to security set out in Clause 34 and (a) any other security related requirements set out elsewhere in this Agreement;
<b>"Service Credits"</b>	means the amounts payable by the Contractor in respect of a failure to achieve the applicable Target Service Level in relation to any of the Service Measures, as calculated in accordance with Part C of Schedule 7.1 (Charges and

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	Payment);
<b>"Service Debit Points"</b>	has the meaning given in paragraph 4.2 of Part C of Schedule 2.2 (Performance Measures and Monitoring);
<b>"Service Debit"</b>	means the amounts payable to the Contractor in accordance with the earn back arrangements set out in Part C of Schedule 2.2 (Performance Measures and Monitoring), as calculated in accordance with Part C of Schedule 7.1 (Charges and Payment);
<b>"Service Desk"</b>	means a single point of contact with the service provider. A typical service desk manages Incidents and Service Requests, and also handles associated communications;
<b>"Service Disruption"</b>	means the occurrence of one or more events which either separately or cumulatively, result in a failure of, or disruption to, any element of the Services;
<b>"Service Failure Report"</b>	has the meaning given in paragraph 5.3(b) of Part B of Schedule 2.2 (Performance Measures and Monitoring);
<b>"Service Failure"</b>	has the meaning given in paragraph 5.2 of Part B of Schedule 2.2 (Performance Measures and Monitoring);
<b>"Service Level Management"</b> or <b>"SLM"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"Service Measure"</b>	means the standards which the Contractor is required to achieve in relation to the performance of the Services and its other obligations under this Agreement, where a failure to do so may result in the Contractor being liable for Service Credits. The Service Measures are further described in Appendix 1 and 2 of Schedule 2.2 (Performance Measures and Monitoring) and include, for the avoidance of doubt, any New Service Measures from time to time;
<b>"Service Period"</b>	means the period from the Signature Date to the Termination Date;
<b>"Service Point Re-allocation"</b>	has the meaning given in paragraph 4.1 of Part D of Schedule 2.2 (Performance Measures and Monitoring);
<b>"Service Points"</b>	means the points which shall accrue in respect of a failure by the Contractor to achieve the applicable Target Service Level in relation to any of the Service Measures, as specified in Schedule 2.2 (Performance Measures and Monitoring), and which shall be converted into Service Credits in accordance with Schedule 7.1 (Charges and Payment);

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<b>"Services"</b>	means any and all of the services (including the provision of the Contractor Solution, supply of goods and performance of any other obligations under this Agreement) to be provided by the Contractor under this Agreement, including those set out in Schedule 4.1 (Contractor Solution);
<b>"Signature Date"</b>	means the date on which this Agreement is signed by both parties;
<b>"Sites"</b>	has the meaning given in Part K of this Schedule 1;
<b>"Smart Energy Code" or "SEC"</b>	has the meaning given in Part F of this Schedule 1;
<b>"Smart Meter"</b>	has the meaning given in the DCC Licence;
<b>"Smart Metering Device"</b>	has the meaning given in Part C of this Schedule 1;
<b>"Smart Metering Implementation Programme" or "SMIP"</b>	has the meaning given in the DCC Licence;
<b>"Smart Metering Programme"</b>	means the SMIP and (following SMIP Completion (as such term is defined in the DCC Licence)) those other government and/or industry programmes and arrangements relating to the continuation, maintenance and/or further enhancement of the End-to-end Smart Metering System and/or roles and responsibilities of the DCC (and any Successor DCC);
<b>"Smart Metering System" or "SMS"</b>	has the meaning given in Part C of this Schedule 1;
<b>"SMKI Certificate Policies"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"SMKI" or "Smart Metering Key Infrastructure"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"SMWAN" or "Smart Metering Wide Area Network"</b>	has the meaning given in Part C of this Schedule 1;
<b>"Software"</b>	means Specially Written Software, Contractor Software and Third Party Software;
<b>"Specially Written"</b>	means any software:

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- Software"**
- (a) which is used by any Contractor Person to provide the Services (or is made available to the DCC as part of the Services); and
  - (b) which is created by the Contractor or any other Contractor Person (or by a third party on behalf of the Contractor or a Contractor Person) specifically for the purposes of this Agreement;
- "Specific Change in Mandatory Requirements"**
- means any Change in Mandatory Requirements that relates specifically to the activities of the DCC or any DCC Service User conducted pursuant to a licence granted under section 6(1)(c), 6(1)(d) or 6(1)(f) or 6(1A) and 6(1C) of the Electricity Act 1989 or section 7, 7A(1) or 7AB(1) or 7AB(2) and 7AB(4) of the Gas Act 1986, including a change to any of the following:
- (a) the SEC;
  - (b) any of the Industry Codes and Arrangements; or
  - (c) the DCC Licence;
- "Staff Transfer"**
- means the transfer of staff pursuant to the Employment Regulations under this Agreement;
- "Standards"**
- means:
- (a) the standards set out in this Agreement; and
  - (b) all other standards, codes of practice, guidance, policies, procedures or specifications with which a contractor operating in the same industry as the Contractor and working in accordance with Good Industry Practice would be expected to comply;
- "Sub-contract"**
- means:
- (a) any arrangements or proposed arrangements (including any arrangements with an Affiliate) between the Contractor or any Sub-contractor and any third party whereby that third party (including any Affiliate) agrees to provide to the Contractor or any Sub-contractor the Services or any part thereof or facilities, goods or services or other supply necessary for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof; and/or
  - (b) any arrangement or proposed arrangements under which any Affiliate of any Contractor Person or any other third party provides goods, works or services relating to the Services (whether or not pursuant to contract),
- and **"Sub-contracting"** shall be construed accordingly;

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<b>"Sub-contractor"</b>	means: <ul style="list-style-type: none"><li>(a) a third party with whom the Contractor enters into a Sub-contract or its servants or agents; and</li><li>(b) any third party with whom a Sub-contractor enters into a Sub-contract or its servants or agents (and so on);</li></ul>
<b>"Successor DCC"</b>	means: <ul style="list-style-type: none"><li>(a) any Successor Licensee;</li><li>(b) any person to whom the DCC has assigned, novated or otherwise disposed of any or all of its rights and obligations under this Agreement in accordance with Clause 66 or to whom it is to make any such assignment, novation or disposal; and/or</li><li>(c) any other person subsequently licensed to carry on the Authorised Activity (or any part thereof);</li></ul>
<b>"Successor Licensee"</b>	has the meaning given in the DCC Licence;
<b>"Supplier Nominated Agent"</b>	means a person who is a Supplier Nominated Agent as defined in the SEC who has applied to the SEC Code Administrator to be recognised as an agent operating on behalf of an Energy Supplier and with their direct consent to do so, and has successfully demonstrated their ability to communicate with DCC, to meet all applicable requirements, including all security requirements and to comply with relevant business processes;
<b>"Supply of Energy"</b>	has the meaning given in the DCC Licence;
<b>"Supporting Documentation"</b>	has the meaning given in paragraph 19.6 of Part F of Schedule 7.1 (Charges and Payment);
<b>"Sustainability Objectives"</b>	has the meaning given in Clause 13.2.2;
<b>"System Audit Data"</b>	means Data: <ul style="list-style-type: none"><li>generated or reported pursuant to the Contractor's obligations under paragraph 3.9 and/or 3.10 (Monitoring and reporting of Performance Measures) of Part B of Schedule 2.2 (Performance Measures and Monitoring);</li></ul>
<b>"System"</b>	means computing, Information Systems and ICT environment(s) (including Hardware, assets, software (including firmware), all Data, IPRs and/or telecommunications networks or equipment);
<b>"Target Service"</b>	means, in relation to any Service Measure or KPI, the

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<b>Level"</b>	level of service which the Contractor is required to achieve or exceed in relation to the performance of the Services and its other obligations under this Agreement, as set out in Appendix 1 of Schedule 2.2 (Performance Measures and Monitoring);
<b>"Taxation" or "Tax"</b>	means any form of taxation, duty, impost, levy, tariff of any nature whatsoever (including, without limitation, statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the UK or any other jurisdiction) including: <ul style="list-style-type: none"><li>(a) (whether or not any such taxation, duty, impost, levy or tariff arises) in respect of actual, deemed, gross or net income, profit, gain, value, receipt, payment, sale, use, occupation, franchise, value added property or right;</li><li>(b) national insurance contributions in the UK (and corresponding obligations elsewhere);</li><li>(c) any withholding amount subject to PAYE or other amount of or in respect of any of the foregoing payable by virtue of any Tax statute; and</li><li>(d) any penalty, charge, surcharge, fine, charges or costs or interest payable in connection with any such taxation, duty, impost, levy or tariff;</li></ul>
<b>"Term"</b>	means the period commencing on the Signature Date and ending on: <ul style="list-style-type: none"><li>(a) the expiry of the Initial Term;</li><li>(b) if the DCC elects to extend the Term in accordance with Clause 5.2, the expiry of the relevant Extension Period; or</li><li>(c) if applicable, the earlier termination of this Agreement;</li></ul>
<b>"Termination Assistance Charge"</b>	means the Charge identified as such and calculated in accordance with paragraph 13 of Part D of Schedule 7.1 (Charges and Payment);
<b>"Termination Assistance Notice"</b>	has the meaning given in paragraph 2.1 of Part F of Schedule 8.5 (Exit);
<b>"Termination Assistance Period"</b>	means the period during which the Contractor shall provide the Termination Assistance Services (as specified in a Termination Assistance Notice from the DCC), as further described in paragraph 2.2 of Part F of Schedule 8.5 (Exit) and as may be extended in accordance with paragraph 2.3 of Part F of Schedule 8.5 (Exit);
<b>"Termination"</b>	means the services and activities to be performed by the

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<b>Assistance Services"</b>	Contractor pursuant to the Exit Plan, including those activities listed in paragraph 4 of Part F of Schedule 8.5 (Exit), as specified in the Termination Assistance Notice;
<b>"Termination Date"</b>	means in relation to the Agreement (or any part of the Agreement (as the context requires)): <ul style="list-style-type: none"><li>(a) the final day of the Termination Assistance Period; or</li><li>(b) if the DCC does not require a Termination Assistance Period:<ul style="list-style-type: none"><li>(i) the date on which any Termination Notice takes effect in accordance with the provisions of this Agreement; or</li><li>(ii) on expiry of the Term, as the case may be;</li></ul></li></ul>
<b>"Termination Notice"</b>	means a notice to terminate this Agreement or part of the Services either immediately or at a date specified in the notice;
<b>"Termination Payment"</b>	means the payment calculated in accordance with the formula set out in paragraph 3 of Schedule 7.2 (Payments on Termination);
<b>"Territory"</b>	means Great Britain;
<b>"Terrorism"</b>	means the use or threat of action, designed to influence the government or intimidate the public or for the purpose of advancing a political, religious or ideological cause and which involves serious violence against a person or serious damage to property, endangers a person's life, creates a serious risk to the public or is designed to seriously interfere with or disrupt an electronic system;
<b>"Third Party Software"</b>	means any software: <ul style="list-style-type: none"><li>(a) which is used by any Contractor Person to provide the Services (or is made available to the DCC as part of the Services); and</li><li>(b) the Intellectual Property Rights in which are owned by a third party (other than any Contractor Person or any Affiliate of any Contractor Person);</li></ul>
<b>"Transferable Asset Value"</b>	has the meaning given in paragraph 1.1 of Part B of Schedule 8.5 (Exit);
<b>"Transferable Asset"</b>	has the meaning given in paragraph 1.1 of Part B of Schedule 8.5 (Exit);
<b>"Transferring"</b>	has the meaning given in paragraph 3.2 of Part G of



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<b>"Agreements"</b>	Schedule 8.5 (Exit);
<b>"Transport Layer"</b>	has the meaning given in Part Q of this Schedule 1;
<b>"UK"</b>	means the United Kingdom;
<b>"Unavoidable Breach"</b>	has the meaning given in Clause 16;
<b>"Unavoidable Delay"</b>	has the meaning given in Clause 13;
<b>"Underlying Obligation"</b>	has the meaning given in paragraph 6.3 of Part B of Schedule 2.2 (Performance Measures and Monitoring);
<b>"Unresolved"</b>	means, in relation to an Incident, that such Incident has not been Resolved;
<b>"Unsuitable Person"</b>	means a person who in the reasonable opinion of the DCC: <ul style="list-style-type: none"><li>(a) would not meet any of the mandatory or discretionary exclusion criteria set out in the pre-qualification questionnaire under which this Agreement was initially procured (as further explained in the Recitals) (were such applied to it today, with any reference to Law set out therein including such Laws and all Laws that from time to time have replaced, modified, extended, re-enacted or amended the same);</li><li>(b) has failed or is reasonably likely to fail (or lacks or is reasonably likely to lack capacity or capability) to comply with any obligation of the Contractor under this Agreement and/or any material obligation under its or any other Sub-contract;</li><li>(c) is reasonably likely to present an actual or potential risk to the safety, welfare or security of any DCC Eco-System Entity, any part of the End-to-end Smart Metering System (or any associated Systems), any Consumer or member(s) of the public, or Great Britain;</li><li>(d) is reasonably likely to undermine public confidence in (or damage the reputation or goodwill of) the DCC or the Smart Metering Programme;</li><li>(e) is or is reasonably likely to be:<ul style="list-style-type: none"><li>(i) unreliable or untrustworthy; and/or</li><li>(ii) otherwise not a fit and proper person to be engaged, or employed or hold office in or in connection with the provision or performance of any of the Services;</li></ul></li></ul>

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- (f) is suffering (or is reasonably likely to suffer) any Insolvency Event;
- (g) is subject to any Financial Distress Event;
- (h) has a Conviction; and/or
- (i) is Controlled by an Unsuitable Person or employs or has as a director or officer (or any directors or partners or any other person who has powers of representation, decision or control over it (directly or indirectly)) that is an Unsuitable Person.

Without limitation, the Contractor agrees that the DCC's opinion shall in all cases be reasonable if based on an opinion given by any Regulatory Body;

<b>"Unsuitable Staff"</b>	has the meaning given in Clause 22.4;
<b>"Unsuitable Sub-contractor"</b>	means any Sub-contracting / that: <ul style="list-style-type: none"><li>(a) is or that is Controlled by an Unsuitable Person;</li><li>(b) that places or is reasonably likely to place the DCC in breach of the SEC or DCC Licence or is objected to by Ofgem in writing; or</li><li>(c) is Controlled by a SEC Party, the DCC or any other External Service Provider (or any Affiliate of any SEC Party, the DCC or any other External Service Provider);</li></ul>
<b>"Urgent Change"</b>	has the meaning given in Schedule 8.2 (Change Control);
<b>"Use"</b>	means: <ul style="list-style-type: none"><li>(a) with respect to Contractor Software, the right to load, execute, store, transmit, display and copy (for the purposes of loading, execution, storage, transmission or display) and utilise the relevant Software;</li><li>(b) with respect to any Third Party Software, the right to load, execute, store, transmit, display and copy (for the purposes of loading, execution, storage, transmission or display) that Software;</li><li>(c) with respect to any Project Specific IPR other than Software, the right to copy, adapt, publish, distribute or otherwise use such Project Specific IPR;</li></ul>
<b>"VAT"</b>	means value added tax as provided for in the Value Added Tax Act 1994;
<b>"Waste"</b>	means all wastes arising in the carrying out of the Services and in complying with this Agreement including those which arise from the use, testing, manufacturing,

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packaging, processing, storage, transportation, distribution, treatment, disposal and other associated handling activities in connection with the Services and includes WEEE;

**"WEEE"**

means Waste Electrical and Electronic Equipment as defined in the Waste Electrical and Electronic Equipment Directive (2012/19/EU);

**"Working Day"**

means any day other than a Saturday, Sunday or public holiday in Great Britain;

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### PART C – SYSTEMS

**Note:** "System" is defined in Part B of this Schedule 1 (above).

#### Key types of System:

**"Other Energy Industry Systems"** means (other than the End-to-end Smart Metering System):

- (a) all DCC Service User Systems;
- (b) Registration Systems;
- (c) all Systems used by or on behalf of any DCC Service User to the extent those Systems are entitled in connection with the SEC to interface with any part(s) of the DCC & Contractor Systems;

#### Definitions relating to End-to-end Smart Metering System:

**"Communications Hub" or "Comms Hub"** means:

- (a) devices (including any HAN module and/or SMWAN modules) installed within Consumer Premises with the purpose of providing connectivity between the SMWAN provided by the relevant CSP and the Home Area Network;
- (b) any auxiliary equipment (including aerials) used to connect the relevant device referred to in paragraph (a) to the SMWAN;
- (c) (unless the context otherwise requires) any equipment and/or part(s) that are to remain physically connected to the relevant device referred to in paragraph (a) for the purposes of physically connecting it to any part of: (i) any Consumer Premises; (ii) any Smart Meter and/or (iii) any other HAN module; and
- (d) any Gas Proxy associated with the relevant device referred to in paragraph (a);

**"Contractor System"** means the Systems used by or on behalf of any Contractor Person in performing the Services including the Software, the Contractor Equipment and related cabling, but excluding all parts of any Other ESP Solution(s);

**"DCC Systems"** means collectively the DCC Data Systems and the DCC Service Management System;

**"DCC & Contractor"** means (excluding all Smart Appliances and Smart

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<b>Systems"</b>	Metering Systems (except the Communications Hub)); (a) the DCC Environment; (b) the Other ESP Solution(s); and (c) the Contractor System, and including the DCC User Gateway and the other DCC Interfaces & Gateways;
<b>"DCC Environment"</b>	means the Systems used by or on behalf of the DCC, excluding all parts of any Other ESP Solution, or the Contractor Systems;
<b>"Home Area Network" or "HAN"</b>	means the network to be provided by the Comms Hub and through which communication between elements of the Smart Metering System (and Consumer Access Devices) in Consumer Premises is effected;
<b>"Smart Metering Device"</b>	means: (a) any Smart Meter (including microgeneration Smart Meters) in connection with which the DCC provides any data, communications or other services; (b) any Communications Hub in connection with which the DCC provides any data, communications or other services; (c) any Type 1 Device; (d) any Type 2 Device
<b>"Smart Metering System" or "SMS"</b>	means a system comprised of Smart Metering Devices (including at least one Communications Hub)
<b>"SMWAN" or "Smart Metering Wide Area Network"</b>	means the wide area network provided by a CSP that connects the Communications Hub with the Systems of the Prime DSP;

### Definitions relating to Other Energy Industry Systems:

<b>"DCC Service User Systems"</b>	means the Systems used by or on behalf of DCC Service Users and/or DCC Service User Providers excluding the End-to-end Smart Metering System;
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### PART E – DCC SERVICE PROVIDER AND OTHER PROVIDER DEFINITIONS

<b>"Comms Service Provider(s)", "Communications Service Provider(s)" or "CSP(s)"</b>	means: (a) the Prime CSPs; and (b) any Other CSP;
<b>"Data Service Provider" or "DSP"</b>	means: (a) the Prime DSP; and (b) any Other DSP (if any);
<b>"DCC Service Provider"</b>	means: (a) a third party with whom the DCC enters into a DCC Service Provider Contract or its servants or agents; and (b) any third party with whom a DCC Service Provider enters into a DCC Service Provider Contract or its servants or agents; and (c) without prejudice to the generality of the foregoing, any Replacement Contractor providing services in substitution for the Services or any part of the Services at any time;
<b>"DCC Service Provider Contract"</b>	means (excluding any arrangement that is a Sub-contract and/or this Agreement) any contract or agreement or proposed contract or agreement between the DCC or any DCC Service Provider and any third party whereby that third party agrees to provide to the DCC or any DCC Service Provider facilities, goods, services or other supply;
<b>"ESP Contract"</b>	means this Agreement and each contract between the DCC and each External Service Provider;
<b>"External Service Providers"</b>	means the Contractor and each DCC Service Provider who is a DSP or CSP;

### PART F – DCC SERVICE USERS, SEC AND MULTI-PARTY FRAMEWORK AGREEMENT DEFINITIONS

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<b>"Authorised Third Party"</b>	means an Other SEC Party;
<b>"Code Administrator"</b>	means the body providing SEC administration services;
<b>"DCC Service User"</b>	means (other than the DCC): <ul style="list-style-type: none"><li>(a) each person who receives or is to receive any services from the DCC (including any Other SEC Party) (other than any person acting solely as an Energy Consumer);</li><li>(b) each person who is a SEC Party; and</li><li>(c) any other persons to whom DCC is obliged under the SEC and/or DCC Licence to provide services (including, for example, provision of information to comparison and switching services);</li></ul>
<b>"DCC Service User Providers"</b>	means: <ul style="list-style-type: none"><li>(a) any third party (other than the DCC) with whom a DCC Service User enters into a DCC Service User Provider Contract or its servants or agents; and</li><li>(b) any third party (other than the DCC) with whom a DCC Service User Provider enters into a DCC Service User Provider Contract or its servants or agents (and so on);</li></ul>
<b>"DCC Service User Provider Contract"</b>	means (excluding any Sub-contract or DCC Service Provider Contract and this Agreement) any contract or agreement or proposed contract or agreement between a DCC Service User or any DCC Service User Provider and any third party (other than the DCC) whereby that third party agrees to provide to the DCC or any DCC Service User Provider facilities, goods, services or other supply;
<b>"Multi-Party Framework Agreement"</b>	means the "Framework Agreement" as defined in the SEC;
<b>"Other SEC Party"</b>	means a SEC Party but is not the DCC, a Network Operator or an Energy Supplier;
<b>"Relevant SEC Objectives"</b>	has the meaning given in the DCC Licence;
<b>"SEC Governance Framework"</b>	has the meaning given in Clause 16.4;
<b>"SEC Panel"</b>	has the meaning given in the DCC Licence;
<b>"SEC Party"</b>	has the meaning given in the DCC Licence (and <b>"SEC Parties"</b> shall be construed accordingly);

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- "SECCo" has the meaning given in the SEC;
- "Secretariat" or "SEC Secretariat" means the organisation providing SEC secretariat services;
- "Smart Energy Code" or "SEC" has the meaning given in the DCC Licence and including for the purposes of this Agreement:
- (a) the Multi-Party Framework Agreement (and any contractual or other arrangement giving effect to any part of the SEC);
  - (b) all SEC Subsidiary Documents as such term is defined in this Agreement; and
  - (c) all other "SEC Subsidiary Documents" as such term is defined in the SEC from time to time.



**PART G – INDUSTRY CODES AND ARRANGEMENTS, AND SEC  
SUBSIDIARY DOCUMENTS**

**Definitions relating to Industry Codes and Arrangements:**

**GB Companion  
Specification or  
GBCS**

means the technical specification for interfacing to and from Smart Meters to ensure interoperability. The specification utilises the ZigBee and DLMS protocols to communicate with Smart Metering Devices.

**"Industry Codes  
and  
Arrangements"**

means any binding code, code of practice, methodology or industry agreements (including contracts) relating to the DCC, the Services, DCC Services or DCC Service Users (including all that any DCC Eco-System Entity is a party to or subject to), including:

- (a) in relation to the electricity industry:
  - (i) the relevant "Core Industry Documents" as defined in Condition 21 of the DCC Licence (together with any replacement, extension, consolidation or amendments to the same (whether or not reflected in the DCC Licence from time to time)); and
  - (ii) the SEC; and
- (b) in relation to the gas industry:
  - (i) the relevant "Core Industry Documents" as defined in Condition 21 of the DCC Licence; and
  - (ii) the SEC;
- (c) each "Energy Licence" (as such phrase is defined in Condition 1.4 of the DCC Licence);
- (d) the DCC Licence; and
- (e) any other statement, code, methodology or other document which must be prepared by the DCC and approved by a Regulatory Body in accordance with DCC Obligations;

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### PART I –IMPLEMENTATION PHASES, IMPLEMENTATION, ACHIEVEMENT OF MILESTONES, TESTING AND ACCEPTANCE, ROLL OUT, MILESTONES AND ENTRY/EXIT

#### Definitions relating to Achieving Milestones, Testing and Acceptance:

"Achieve" means:

- (a) in respect of a Test, to successfully meet the Test Success Criteria (and have all relevant Test Reports approved by the DCC); and
- (b) in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone,

and "**Achieved**" and "**Achievement**" shall be construed accordingly;

#### Definitions relating to Milestones:

"Milestone" means an event or task described in the Project Plan which, if applicable, must be completed by the relevant Milestone Date;

"Milestone Date" means the date set against the relevant Milestone in the Project Plan

"Milestone Value" has the meaning given in Schedule 7.1 (Charges and Payment);

**PART K – PREMISES AND SITES**

<b>"Consumer Premises"</b>	means premises on which any energy consumption is metered using a Smart Metering System;
<b>"DCC Eco-System Premises"</b>	means all premises on which any part of the End-to-end Smart Metering System is installed or on which related services are provided or received and including all Consumer Premises, DCC Premises and Sites, and <b>"DCC Eco-System Premise"</b> shall be construed accordingly;
<b>"DCC Premises"</b>	means premises owned, controlled or occupied by the DCC or its Affiliates or any other DCC Eco-System Entity or their Affiliates which are made available for use by the Contractor or its Sub-contractors for provision of the Services (or any of them) on the terms set out in this Agreement or any separate agreement or licence;
<b>"Sites"</b>	means any premises: <ul style="list-style-type: none"><li>(a) from which the Services are provided;</li><li>(b) from which the Contractor manages, organises or otherwise directs the provision or the use of the Services;</li><li>(c) where any part of the Contractor System is situated; or</li><li>(d) where any physical interface between (i) the Contractor Solution and (ii) the DCC Environment and/or Other ESP Solution(s) takes place,</li></ul> but excluding any Consumer Premises.

**PART M – ENERGY SUPPLIERS, NETWORK OPERATORS (INCLUDING DNOs AND GTS) AND ENERGY REGISTRATION SERVICES**

**"Distribution Network Operator" or "DNO"** means a person that holds a licence under section 6(1)(c) of the Electricity Act 1989;

**"Energy Supplier"** means an organisation that is licensed by Ofgem to supply energy to Consumers;

**"Gas Transporter" or "GT"** means a person who holds a Gas Transporter licence under section 7(2) of the Gas Act 1986 to transport gas;

**"Network Operator"** means:  
(a) DNOs, and  
(b) GTs.

PART Q – TECHNICAL DEFINITIONS

<b>"Access Control"</b>	<p>means a mechanism for determining whether a person attempting to access part of the End-to-end Smart Metering System and /or issue a Service Request is permitted to do so, including Role Based Access Control and measures to verify:</p> <ul style="list-style-type: none"><li>• that the person has permission to access to the type of service that it is attempting to access in its given role;</li><li>• where a person is attempting to access a specific meter point, that it is registered in industry registration systems with such meter point; and</li><li>• where a person is attempting to access or issue a Critical Service Request, that the meter holds relevant Security Credentials for that person;</li></ul>
<b>"Binding Document"</b>	<p>is a GB Smart Metering PKI-specific term to describe a lightweight X509 v3 based certificate used for Smart Metering Devices only. It binds the public key of the Smart Metering Device to a set of information that identifies the Smart Metering Device (specifically the unique 'entity identifier') with the use of the corresponding private key.</p>
<b>"Bulk Message"</b>	<p>means the requirement to deliver the same message (i.e. a specific HAN I/F command) to a group of Comms Hubs in a manner than does not preclude the use of multicast or a similar network-layer routing mechanism;</p>
<b>"Capacity Management"</b>	<p>means the process for ensuring that the maximum throughput of the relevant System(s) (and part(s) thereof) achieves all relevant obligations of the Contractor;</p>
<b>"Certificate Authority"</b>	<p>means a party trusted by both the subject (owner) of the certificate and parties relying on the certificate, the identity of which to be notified by the DCC to the Contractor from time to time;</p>
<b>"Certificate Revocation list"</b>	<p>means the method used in a PKI to maintain access to systems and devices through the use of a list of subscribers paired with digital certificate status. The list enumerates revoked certificates along with the reason(s) for revocation;</p>
<b>"Change of Supplier"</b>	<p>means the process for transfer of responsibility for the supply of energy and the metering equipment at a meter supply point from one registered energy supplier to another;</p>

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<b>"Configuration Item" or "CI"</b>	means all components of the Operational Service, including all Systems, documents or things (or any part of any of the forgoing) that needs to be managed in order to deliver any part(s) of the Operational Service, including all Hardware, software, buildings, people, and formal documentation such as process documentation;
<b>"Configuration Management"</b>	means the process for managing Configuration Items and the Contractor CMDB;
<b>"Configuration Record"</b>	means a record (forming part of the Contractor's CMDB) containing the details of events that: create a Configuration Item; change a Configuration Item; or amend the status of a Configuration Item;
<b>"Data Store"</b>	means an area of the SMS capable of storing information for future retrieval;
<b>"DCC Inventory"</b>	means an electronic database created and maintained by the DCC which is capable of holding the following information in relation to devices (which must be listed on the Certified Products List, including: <ul style="list-style-type: none"><li>• Device ID;</li><li>• Manufacturer and model ;</li><li>• Device type (GSME, ESME, Comms Hub Function, Gas Proxy Function, IHD, CAD, PPMID, HCALC);</li><li>• Device Firmware Version;</li><li>• Device Status and Start Date of that status;</li><li>• Device Status History; and</li><li>• Where the device is a meter or type 1 device, the list of other devices associated with the device;</li></ul>
<b>"DCC Service Desk"</b>	means the Service Desk of the DCC;
<b>"Event Management"</b>	means the Process responsible for managing events throughout their lifecycle. Event management is one of the main activities of IT operations;
<b>"Event"</b>	means a Change of state that has significance for the management of an IT service or other Configuration Item. The term is also used to mean an Alert or notification created by any IT service, configuration item or monitoring tool. Events typically require IT operations personnel to take actions, and often lead to Incidents being logged;
<b>"Incident"</b>	means the Process responsible for managing the

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<b>"Management"</b>	lifecycle of all Incidents. Incident management ensures that normal service operation is restored as quickly as possible and the business impact is minimized;
<b>"Install and Leave"</b>	means where a supplier installs smart metering equipment in a premise but does not complete the commissioning of communication services via the WAN to that equipment;
<b>"Installation Data"</b>	shall have the meaning as defined in the Device Notification Service Request in the DCC User Gateway Services Catalogue;
<b>"Known Error" or "KE"</b>	means a Problem that has a documented root cause and a workaround. Known errors are created and managed throughout their lifecycle by Problem Management. Known errors may also be identified by development or suppliers;
<b>"Link Layer"</b>	means the link layer (layer 2) as described in the OSI 7 layer model;
<b>"Major Incident"</b>	means the highest category of impact for an Incident. A major Incident results in significant disruption to the business;
<b>"Management Information"</b>	means information that is used to support decision making by managers. Management information is often generated automatically by tools supporting the various IT service management processes. Management information often includes the values of key performance indicators, such as 'percentage of changes leading to incidents' or 'first-time fix rate';
<b>"Network Layer"</b>	means the network layer (layer 3) as described in the OSI 7 layer model;
<b>"Problem Management"</b>	means the Process responsible for managing the lifecycle of all Problems. Problem management proactively prevents Incidents from happening and minimizes the impact of Incidents that cannot be prevented;
<b>"Problem"</b>	means a cause of one or more Incidents. The cause is not usually known at the time a Problem record is created, and the Problem Management process is responsible for further investigation;
<b>"Public Key Directory" or "PKD"</b>	means the storage location and / or database authorised by the PMA for the storage of Certificates, Binding Documents and related information for use by SMKI participants. The PKD is the community-wide accessible mechanism by which participants can obtain Certificates (or Binding Documents) or Certificate Status information to validate Certificates, and obtain Policy and other controlling information for the

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SMKI;

<b>"Registration Authority"</b>	means an entity that is trusted by the Certificate Authority to register or vouch for the identity of users;
<b>"Release Management"</b>	means the Process responsible for planning, scheduling and controlling the build, Test and deployment of releases, and for delivering new functionality required by the business while protecting the integrity of existing Services;
<b>"Release"</b>	means one or more Changes to an IT service that are built, tested and deployed together. A single release may include Changes to Hardware, Software, Documentation, Processes and other components;
<b>"Resolution"</b>	means action taken to repair the root cause of an Incident or Problem, or to implement a workaround. In ISO/IEC 20000, resolution processes is the process group that includes Incident and Problem Management;
<b>"Role Based Access Control"</b>	means restricting physical and logical access to devices or systems including: <ul style="list-style-type: none"><li>• Smart Metering Devices; and</li><li>• DCC Systems,</li></ul> according to role permissions;
<b>"Root Cause Analysis "</b>	means an activity that identifies the root cause of an Incident or Problem. Root cause analysis typically concentrates on IT infrastructure failures;
<b>"Security Event"</b>	means any circumstances that have impacted, or could potentially impact, the security of the End-to-End Smart Metering System, and events generated by any Security Related Functionality;
<b>"Security Related Functionality"</b>	means all aspects of the Contractor Solution relating directly or indirectly to Security, including all management, operational and technical security controls (and their associated data types) employed within the Contractor Solution;
<b>"Service Level Management" or "SLM"</b>	means the process responsible for negotiating achievable service level agreements and ensuring that these are met. It is responsible for ensuring that all IT service management processes, operational level agreements and underpinning contracts are appropriate for the agreed service level targets. Service level management monitors and reports on service levels, holds regular service reviews with customers, and



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	identifies required improvements;
<b>"SMKI Certificate Policies"</b>	shall be understood and constructed as “certificate policy” as defined in RFC 3647 (Internet X.509 Public Key Infrastructure Certificate Policy and Certificate Practices Framework);
<b>"SMKI" or "Smart Metering Key Infrastructure"</b>	means the specific implementation of public key infrastructure used in GB smart metering.
<b>"Transport Layer"</b>	means the transport layer (layer 4) as described in the OSI 7 layer model;
<b>"Workaround"</b>	means reducing or eliminating the impact of an Incident or Problem for which a full resolution is not yet available – for example, by restarting a failed Configuration Item. Workarounds for Problems are documented in Known Error Records. Workarounds for Incidents that do not have associated Problem Records are documented in the Incident Record.

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### PART 5 – PARSE AND CORRELATE DEFINITIONS

<b>“Application Server”</b>	<p>These are third party produced Java applications servers commonly used within industry (e.g. JBOSS, Apache Tomcat). These are software platforms running a version of the Java Virtual Machine upon which Java applications can be deployed and run.</p> <p>They come with inbuilt functionality such as administration, monitoring, interface exposure and logging standardising the install and management of applications.</p>
<b>“BLOb”</b>	Binary Large Object
<b>“CIS”</b>	Common Interface Specification
<b>“Correlate”</b>	<p>The action of comparing a DUGC Service Request with its HAN interface command equivalent (following DSP transformation). Correlate checks for semantic accuracy between the two messages.</p>
<b>“Critical HAN interface commands”</b>	<p>These are Han Interface Commands that are returned to the originating DCC Service User for signing prior to onward transmission to the Smart Meter.</p>
<b>“DCC User Gateway Catalogue (DUGC)”</b>	<p>The Catalogue of Service Requests, responses and alerts made available to DCC Service Users to interact with Smart Meters connected to the DCC. Superseded by DUGIS</p>
<b>“DCC User Gateway (Interface Specification (DUGIS)”</b>	<p>The technical specification for the DCC User Gateway Catalogue. This includes delivery wrappers and content structure for each DUGC Service Request in order to interface to the DCC User Gateway.</p>
<b>“DCC Service User Response &amp; Alert Common Interface Specification (DSU R&amp;A CIS)”</b>	<p>The common standardised technical definition of the Smart Meter Responses and Alerts as defined in the DCC User Gateway Interface Specification. These form the output of the Parse function and are used by DCC Service Users to integrate into their Smart Meter Management Systems. This will be defined as part of the DCC User Gateway Interface Specification</p>
<b>“DUGIS Service Request”</b>	<p>One of the Service Requests defined in the DCC User Gateway Interface Specification These are sent by DCC Service Users to the DCC.</p>
<b>“Message Mapping Catalogue”</b>	<p>The document that describes the format into which all messages sent across the DCC User Gateway to SEC Parties will be converted by the Parse and Correlate software.</p>
<b>“JRE “</b>	Java Runtime Environment – the environment within in which the virtual machine runs.
<b>“JVM”</b>	Java Virtual Machine.

**“Parse”**

The action of translating Smart Meter Responses & Alerts (formatted using the ZigBee or DLMS communication protocols) into a single common standardised technical format suitable for integrating with Smart Meter Management Systems operated by DCC Service Users. The single, common standardised technical format is defined in the DSU R&A CIS.