



An Coimisiún  
um Rialáil Fóntais  
Commission for  
Regulation of Utilities

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# Smart Meter Data Access Code

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Meter Data Access Code

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# Draft Smart Meter Data Access Code

## 1. Introduction

- 1.1 This Smart Meter Data Access Code (the Code) was developed by the Commission for Regulation of Utilities (the Commission), in accordance with EU Directive 2019/944 on common rules for the internal market for electricity and amending Directive 2012/27/EU (Directive 2019/944), the European Union (Internal Market in Electricity) (No. 2) Regulations 2022 (S.I. 37/2022) (the 2022 Regulations), the European Union (Energy Efficiency) Regulations 2014 (S.I. 426/2014) and the EU Commission Implementing Regulation 2023/1162 on interoperability requirements and non-discriminatory and transparent procedures for access to Metering and Consumption Data (the Implementing Regulation) (together the Relevant Laws).
- 1.2 Under Article 23 of the Directive 2019/944, Member States or, where a Member State has so provided, the designated competent authorities, shall, when laying down the rules regarding the management and exchange of data, specify the rules on the access to data of the Final Customer by Eligible Parties, in accordance with that Article and with the applicable EU legal framework. Under Article 23, Member States shall also organise the management of data in order to ensure efficient and secure data access and exchange, as well as data protection and data security.
- 1.3 Directive 2019/944 was transposed in Ireland by the 2022 Regulations. Regulation 6 of the 2022 Regulations requires the Commission to develop and publish a Code in accordance with Article 23 and other provisions of Directive 2019/944.
- 1.4 The purpose of this Code is to set out the rules and procedures for accessing Smart Meter Data and to satisfy the Commission's obligations under Regulation 6 of the 2022 regulations. The Code also deals with the terms of access to the Smart Meter Data of the Other Users. The objectives of the Code are set out in Section 2 below.
- 1.5 In publishing this Code, the Commission has regard to Relevant Laws, including the Implementing Regulation and the requirements that are placed on the Commission, Eligible Parties and other relevant electricity undertakings under the Implementing Regulation relating to interoperability and non-discriminatory and transparent procedures.
- 1.6 This Code applies the reference model as set out in the Annex to the Implementing Regulation.
- 1.7 The Commission may, in the future, have reason to update this Code to take account of legislative developments, including but not limited to the Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonised rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 (Data Act) and the Irish legislation transposing the EU Directive 2022/2555 on measures for a high common level of cybersecurity across the Union, amending Regulation (EU) No 910/2014 and Directive (EU) 2018/1972, and repealing Directive (EU) 2016/1148 (NIS2 Directive).
- 1.8 The Commission may, in the future, have reason to update this Code to take account of future regulatory framework developments, including but not limited to the licensing framework for eligible parties such as Aggregators, and the regulatory framework for eligible parties such as Renewable Energy Communities and Citizen Energy Communities.

## 2. Code Objectives

2.1 The objectives of this Code are to:

- (a) ensure compliance with the legal requirements for a Code as set out in Directive 2019/944, the Implementing Regulation and in the transposing legislation, the 2022 Regulations;
- (b) facilitate access to Smart Meter Data, of Final Customers by Final Customers and Eligible Parties and Other Users (together the Users) in a non-discriminatory manner and simultaneously;
- (c) facilitate the management and exchange of such data in an efficient and secure manner and in accordance with Article 23 of Directive 2019/944 and the General Data Protection Regulation (Regulation 2016/679), the Data Protection Acts 1988 to 2018, as amended and any other data protection laws applicable to the data;
- (d) provide for enforcement of the Code by the Commission, as set out in Section 17 (Enforcement of Code);
- (e) facilitate the efficient and transparent administration and implementation of this Code; and
- (f) ensure no undue discrimination between Users or Categories of Users.

2.2 Under regulation 6 of the 2022 Regulations, the Commission is obliged to develop and publish the Code. The Code should include provisions regarding (i) the management and exchange of data (including Smart Meter Data), and (ii) access to data (including Smart Meter Data) of Final Customers by Users. Regulation 6 sets out a non-exhaustive list of nine areas that the Code must address which include:

- (a) specify the point at which data shall no longer be considered Personal Data;
- (b) establish a clear definition of Non-Personal Data, in accordance with the applicable European Union legal framework, that may be stored by Users without the requirement for customer consent;
- (c) clearly specify the purposes for which the DSO shall collect and process Smart Meter Data;
- (d) specify the rights of access to Smart Meter Data for Final Customers and third parties acting on their behalf;
- (e) specify the basis for the provision of Smart Meter Data to Electricity Suppliers, SEMO and the TSO;
- (f) specify the Smart Meter Data that may be transferred to Users and the conditions under which such data may be stored by those parties;
- (g) require that Electricity Suppliers obtain each Final Customer's consent before that customer is switched to a dynamic electricity price contract, in accordance with Article 11(3) of EU Directive 2019/944 on common rules for the internal market for electricity and amending Directive 2012/27/EU;
- (h) specify rules for the use of Smart Meter Data by the DSO for its systems planning and operational purposes; and

- (i) specify the manner in which Users are to have access to Smart Meter Data and the reasonable and duly justified charges which shall be payable by the Users.

### **3. Categories of Parties and Data Access**

3.1 Entities such as Electricity Suppliers, transmission and distribution system operators, delegated operators and other third parties, Aggregators, Energy Service Companies, Renewable Energy Communities, Citizen Energy Communities, Balancing Service Providers, as far as they offer energy related services to Final Customers are Eligible Parties for the purposes of the Code, and in accordance with the Implementing Regulation.

3.2 Other parties who are not Eligible Parties as defined in the Implementing Regulation may apply to become a Smart Meter Data System User (the Other Users) and/or to access Smart Meter Data by making an application to the DSP using an application form to be developed by the DSP and approved by the Commission. There are also statutory bodies who may have, by virtue of certain powers conferred on them by legislation, the right to access Smart Meter Data. This Code does not apply to access to Smart Meter Data by these statutory bodies.

3.3 Final Customers (or Customer Third Parties acting on their behalf) may not become Users under this Code in order to access Smart Meter Data via the Smart Meter Data System, but shall have the means to access online, free of charge and without undue delay, from the DSP, their:

- (a) own Smart Meter Data held by that DSP; and
- (b) Permission Provision Log and Data Access Log maintained by that DSP.

3.4 Eligible Parties shall be provided with access to Smart Meter Data and to the Smart Meter Data System in line with the reference model set out in Schedule 2 (Access) of this Code.

3.5 Access rights and terms of use for Other Users who are not Eligible Parties are set out in Schedule 2 (Access).

### **4. Eligible Parties – Purpose and Basis for Access**

#### ***DSO***

4.1 As an Eligible Party, the DSO collects and processes Smart Meter Data, in accordance with its statutory and license obligations, for the purposes of:

- (a) managing the electricity grid and distribution network, the Smart Meters and related activities;
- (b) facilitating the services of an Eligible Party to the Final Customer (Market Facilitation); and providing other services to Final Customers (other Market Facilitation activities).

Each of the foregoing purposes are described in more detail below.

- (a) *Collecting and Processing Smart Meter Data for the purpose of managing the distribution network, the Smart Meters and related activities*

The DSO processes Smart Meter Data for the purpose of the management of the electricity grid and distribution network, the Smart Meters, and related activities. This category of processing includes, but is not limited to, the following activities:

- the technical control, creation, development, maintenance and planning of the electricity grid and distribution network;
- facilitating flexibility services;
- the detection and prevention of theft of electricity;
- Smart Meter management; and
- Producing analytical data and statistics as requested by the Commission.

*(b) Collecting and Processing Smart Meter Data for the purpose of Market Facilitation*

The DSO shall process Smart Meter Data for the purpose of Market Facilitation, which includes, but is not limited to, the following activities:

- facilitating the activities of Eligible Parties related to energy-saving; and other Market Facilitation activities.
- making the meter readings available to the Electricity Supplier for the purpose of billing; and
- sending control commands to the Smart Meters.

***Electricity Suppliers, TSO and SEMO***

4.2 As an Eligible Party, the TSO may be provided with access to Smart Meter Data in order to undertake the business authorised by its license or for other purposes where it has a lawful basis to access Smart Meter Data.

4.3 As an Eligible Party, SEMO may be provided with access to Smart Meter Data in order to undertake the business authorised by its license or for other purposes where it has a lawful basis to access Smart Meter Data.

4.4 As Eligible Parties, Electricity Suppliers may be provided with access to Smart Meter Data in order to undertake the business authorised by their licenses or for other purposes where they have a lawful basis to access Smart Meter Data.

***Aggregators, Energy Service Companies, Citizen Energy Communities, Renewable Energy Communities, Balancing Service Providers, and other third parties offering energy related services to Final Customers***

4.5 Other Eligible Parties may apply to become a User by making an application to the DSP by using the application form developed by the DSP in consultation with the CRU. This application shall specify the categories of Smart Meter Data the Eligible Party wishes to access and the purpose for the access.

4.6 Any use of the Smart Meter Data that falls outside the purposes and bases for processing set out in this Section 4 is not permitted and constitutes a breach of the Code.

## **5. Becoming a User**

### ***Eligible Parties***

5.1 Eligible Parties may become Users by submitting an application to the DSP to access the Smart Meter Data for the purposes as set out in Section 4 (Eligible Parties – Purpose and Basis for Access):

- (a) the Distribution System Operator (DSO);
- (b) Electricity Suppliers;
- (c) the Transmission System Operator (TSO);
- (d) the Single Electricity Market Operator (SEMO);
- (e) Aggregators;
- (f) Citizen Energy Communities;
- (g) Renewable Energy Communities;
- (h) Energy Service Companies;
- (i) Balancing Service Providers; and
- (j) Other third parties offering energy related services to Final Customers.

### ***Other Organisations***

5.2 Any other party that is not in one of the categories listed in section 5.1 above may apply to become a User by making an application to the DSP by using an application form, to be developed by the DSP and approved by the Commission. This application shall specify the Data Items [of Smart Meter Data] that the party wishes to access and the purpose and lawful basis for the access.

5.3 The DSP shall only approve Other Parties as Users to access the Data Items [of Smart Meter Data] for which the Other Party has a specified lawful basis and / or Final Customer Permission to process. When approving access applications submitted by Other Parties, the DSP shall set out the terms of such access, including the Data Items [of Smart Meter Data] it may access, the use cases approved for such access and any charges associated with the access. By submitting an application to the DSP, these parties also agree to comply with this Code.

5.4 For more information on the charges associated with the usage of the Smart Meter Data System, see section of this Code on Usage Charges.

### ***Application to be a User***

5.5 When making a request for access to Smart Meter Data to a DSP, an Eligible Party listed in section 5.1 above shall provide such confirmations to the DSP [and the Commission] as are required in the application form in APPENDIX A of Schedule 2 (Application Form). When approving access to Smart Meter Data by Eligible Parties, the DSP, [and the Commission] shall not be responsible for investigating or assessing the veracity of such confirmations, including in relation to a confirmation that the Eligible Party has a lawful basis for requesting and processing Smart Meter Data. Any changes to the information provided in the application form reported by the Eligible Party to the DSP and / or Commission in relation to access to Smart Meter Data must be updated and reported to the DSP without undue delay.

5.6 The DSP shall only approve Eligible Parties as Users to access the Data Items [of Smart Meter Data] for which the Eligible Party has a specified lawful basis and / or Final Customer Permission to process. When approving access applications submitted by Eligible Parties, the DSP shall set out the terms of such access, including the Data Items

[of Smart Meter Data] it may access, the use cases approved for such access and any charges associated with the access. By submitting an application to the DSP, these parties also agree to comply with this Code. By requesting any Data Item of Smart Meter Data and specifying a lawful basis for access to such Smart Meter Data in the Application Form, the Eligible Party is representing to the DSP [and the Commission] that this lawful basis is valid and that all information in the Application Form is true and correct. Both the DSP and Eligible Parties, as Data Controllers, must comply with applicable data protection laws. For the avoidance of doubt, it is for the Commission alone to oversee and enforce the Code.

5.7 The Eligible Parties must notify the DSP [and the Commission] without undue delay, and promptly, if it becomes aware that the lawful basis upon which it has obtained access to Smart Meter Data is no longer valid or if the lawful basis has changed. Failure to notify the DSP [and the Commission] of a change in lawful basis or an invalid lawful basis shall constitute a breach of this Code.

5.8 Should a Final Customer revoke an Eligible Party's permission for access to their Smart Meter Data, the Eligible Party shall no longer be entitled to access that Smart Meter Data. Similarly, if an Eligible Party terminates a service to a Final Customer, for which the Final Customer had provided permission to the Eligible Party to access its Smart Meter Data, the Eligible Party shall no longer be entitled to access to that Smart Meter Data. For the revocation of access by the Final Customer, the Code Access Procedure document, to be developed by the DSP, shall set out the procedure that shall be followed by the DSP and Eligible Party as set out in Section 6 of Schedule 2 (Access). For the termination of a service by an Eligible Party, the Code Access Procedure document shall set out the procedure that shall be followed by the DSP and Eligible Party as set out in Section 5 of Schedule 2 (Access). The implementation of these procedures shall not affect the Eligible Party's overall status as a User and its access to the Smart Meter Data System.

## **6. Data System Provider**

6.1 The DSO is designated as the Data System Provider (DSP).

6.2 The DSP shall create, operate, maintain and administer the Smart Meter Data System.

6.3 The Commission shall publish, online and in an easily available format, information on the organisation of the national market regarding specific roles and responsibilities under this Code and in accordance with the Implementing Regulation.

6.4 Management and Administration of Smart Meter Data:

(a) The DSP collects, validates, transfers and stores the Smart Meter Data in preparation for access and use according to its operational role as Metered Data Administrator set out in the in the Implementing Regulation and according to the reference model contained in the Implementing Regulation.

(b) The DSP also carries out any operational roles necessary to facilitate access to the Smart Meter Data by the Users, conditional on the Users compliance with this Code.

(c) The DSP is also the Data Access Provider for the purposes of the Implementing Regulation and in that capacity is responsible for making publicly available through an online interface:

(i) all relevant procedures that it uses for providing access to Smart Meter

Data (in accordance with the reference model set out by the Implementing Regulation); and

- (ii) the means for Final Customers to access, without unnecessary delay, their historical Metering and Consumption Data. This shall be in accordance with the procedures for access to Validated Historical Metering and Consumption Data by the Final Customer in the Annex of the Implementing Regulation.
- (d) The DSP in its capacity as Data Access Provider shall also keep and make available to Final Customers their log information, including the time at which an Eligible Party, Other User or Final Customer has been given access to data, and the type of data concerned. Whenever a Final Customer requests access, the info will be made available online, without unnecessary delay, and free of charge.
- (e) The DSP must make the Smart Meter Data available to Eligible Parties and Other Users in a non-discriminatory manner and simultaneously.

## 6.5 Permission administration

- (a) The DSP shall also be the Permission Administrator for the purposes of the Implementing Regulation. The DSP, as Permission Administrator, shall:
  - (i) grant permission to access Validated Historical Metering and Consumption Data to Eligible Parties and Other Users and revoke permissions, without unnecessary delay, on Final Customers' request in accordance with the procedures described in the Annex of the Implementing Regulation.
  - (ii) provide Final Customers on request with an overview of active and historical data sharing permissions;
  - (iii) process notifications about invalidations of permissions received in line with the procedures in the Implementing Regulation;
  - (iv) be informed in its capacity as Metered Data Administrator, and shall inform the Eligible Party or Other User if needed and the Final Customer as soon as the DSP as, Permission Administrator, is notified of an invalidation of a permission, in accordance with the Annex to the Implementing Regulation;
  - (v) keep a permission log for the Final Customers, making this information available to them, online free of charge, without undue delay, and on their request;
  - (vi) make publicly available the relevant procedures the DSP uses for providing access to data, as described by the reference model, in accordance with Article 23(2) of Directive 2019/944;
  - (vii) cooperate with Eligible Parties, Other Users and in its capacity as the Metered Data Administrator to facilitate testing of the processes to implement the reference model. Such cooperation shall take place before the processes are implemented and while they are in operation.

6.6 The DSP shall be the Identity Service Provider for the purposes of the Implementing Regulation. The role of the Identity Service Provider may be carried out by the DSP or delegated to a service provider. The DSP, as Identity Service Provider, shall:

- (a) maintain technical and organisational measures to issue, store, protect, keep up to date and manage identity information of Final Customers (and Customer Third Parties);
- (b) provide authentication services to Eligible Parties, Other Users and Final Customers (and Customer Third Parties); and
- (c) be informed in its capacity as both the Permission Administrator and the Data Access Provider, of the successful or unsuccessful validation of the Final Customers' (or Customer Third Parties') identity, and provide evidence of identity validation, as appropriate.

6.7 The Meter Registration System Operator (MRSO), acting as the Metering Point Administrator, shall inform the DSP as Permission Administrator, and where relevant as Metered Data Administrator, without undue delay, of any changes in the assignment of Final Customers to metering points, and of any other external occurrences that invalidate Active Permissions granted in their area of responsibility.

#### 6.8 Security of Smart Meter Data

The DSP is responsible for the confidentiality, integrity and availability of the data throughout its lifecycle in the Smart Meter Data System and ensures the security of the Smart Meter Data and any other data by implementing the information security controls as set out in Schedule 3 (Data Security). Each User shall also be responsible for the storage of the Smart Meter Data it accesses in accordance with Schedule 3 (Data Security).

#### 6.9 Suspension of Access to Smart Meter Data System

The DSP may, in its sole discretion, temporarily suspend access to some or all Users to the Smart Meter Data System in the event of a significant security risk or threat to the Smart Meter Data, Smart Meter Data System, the systems of the DSP or the systems of the DSO. In the event that the DSP imposes such a suspension, it shall notify the Commission without undue delay, and in any event within 72 hours of the reason(s) for the suspension and the intended duration of the suspension. In the event that access is suspended to some or all Users, the DSP shall work to restore access to the Smart Meter Data System for such Users as soon as reasonably possible.

## 7. Smart Meter Data System

7.1 The DSP shall ensure that the Smart Meter Data System shall meet the requirements for a Smart Meter Data System as published by the Commission from time to time or meet any further requirements that may be introduced by the European Commission that may apply to the Smart Meter Data System.

7.2 The Smart Meter Data System will be operated by the DSP and it shall ensure that it includes the data platform and the interfaces that enable Final Customers, Eligible Parties and Other Users to access Smart Meter Data and other data associated with the Smart Meter in a transparent, non-discriminatory and simultaneous way and without undue delay.

7.3 The DSP in its role as Metered Data Administrator shall ensure that the Smart Meter Data System will ensure that Final Customers (i) can access their validated Metering and

Consumption Data; (ii) can make it available to Eligible Parties and Other Users; and (iii) receive it in a structured, commonly used, machine-readable and interoperable format.

- 7.4 The DSP in its role as a Permission Administrator shall ensure that the Smart Meter Data System shall enable the DSP to keep a Permission Provision Log up to date and make this available to Final Customers online, free of charges and without undue delay and upon request of the Final Customer. The DSP, as Permission Administrator, shall ensure that the Smart Meter Data System shall provide to Final Customers a timestamped record of when the permission for an Eligible Party, Other User or Final Customer was granted, revoked, or terminated, including a permission identifier, and a party identifier. 30
- 7.5 The Smart Meter Data System will enable the DSP, as Metered Data Administrator, to keep a Data Access Log up-to-date and make this available to Final Customers through an online interface or through another appropriate interface, which shall be free of charge and without unnecessary delay upon request of the Final Customer. This will provide Final Customers with a timestamped record of Data Items accessed that include at least the identification of the Final Customer, the Eligible Party or Other User accessing the data and, if applicable, the identification of the permission used to access the Smart Meter Data.
- 7.6 The DSP shall ensure that the Smart Meter Data System, when transferring data to the Eligible Parties and Other Users requires that there is an Active Permission or another legal basis (in accordance with Data Protection Legislation) for the Smart Meter Data to be lawfully transmitted or processed, and that such transmission and processing is in accordance with applicable Data Protection Legislation.
- 7.7 The DSP shall give Eligible Parties and Other Users access to testing facilities where the Eligible Party or Other User can test the compatibility of their systems with the Smart Meter Data System [free of charge]. The DSP shall ensure that the testing facility shall be available to an Eligible Party or Other User before access to the Smart Meter Data System is granted and while it is in operation. The DSP shall set out the reasonable timeframe required to test systems in the Code Access Procedure document.
- 7.8 The Users shall use the Smart Meter Data System only in accordance with the technical specifications and access documentation provided to them by the DSP, which may be updated by the DSP from time to time.
- 7.9 The DSP shall notify the Users and the Commission in writing of any planned maintenance or upgrade of the Smart Meter System that may affect the availability or performance of the Services, at least 10 Business Days before the commencement of such maintenance or upgrade. The DSP shall notify the Users and the Commission as soon as reasonably practicable of any unplanned outage or disruption of the Smart Meter System that affects the availability or performance of the Services and shall provide the Users and the Commission with regular updates on the status and expected resolution of such outage or disruption. The DSP shall use reasonable commercial endeavours to ensure that the Smart Meter System is available and operational at all times, and to minimise the duration and frequency of any planned or unplanned maintenance or outage.

## **8. Smart Meter Data**

- 8.1 The Metered Data Administrator shall ensure that the Smart Meter Data System will store validated Metering and Consumption Data and will enable it to be accessed by the Users in a transparent, non-discriminatory, and simultaneous way, and without undue delay and also by the Final Customer.

8.2 The Smart Meter Data to be made available by the DSP, as Metered Data Administrator, via the Smart Meter Data System is set out in Appendix B: Data Dictionary, which the DSP shall maintain and make publicly available and update from time to time. Please refer to Appendix B for detail, but this data includes:

- Active and Reactive 30 minute power interval consumption
- Active and Reactive 30 minute power interval export
- Active and Reactive 24 hour energy consumption
- Active and Reactive 24 hour energy export
- Active Register data for energy consumption in day, peak and night periods

8.3 The DSP, as Metered Data Administrator, shall also keep complementary information on historical Metering and Consumption Data, in accordance with Annex I.4 of Directive 2019/944, being:

- (a) cumulative data for at least the three previous years or the period since the start of the electricity supply contract if that period is shorter. The data shall correspond to the intervals for which frequent billing information has been produced; and
- (b) detailed data according to the time of use for any day, week, month and year, which is made available to the Final Customer without undue delay via the internet or the meter interface, covering the period of at least the previous 24 months or the period since the start of the electricity supply contract, if that period is shorter.

The complementary information, to the extent that it is available, shall be made available at the request of the Final Customer to Users who are Eligible Parties designated by the Final Customer (or a Customer Third Party) at their request, in accordance with Section 2 of Schedule 2 (Access and Access Rights).

8.4 Separately Event and Instrumentation Data will also be collected by the DSP from the Smart Meters for the purpose of systems planning, facilitating flexibility services and network operations. This Event and Instrumentation Data will not be stored by the DSP on the Smart Meter Data System. For the avoidance of doubt Users may not request Event and Instrumentation Data from the DSP.

## **9. Non-Personal Data**

9.1 Taking into account applicable Data Protection Legislation, Non-Personal Data means Data which is not Personal Data in the possession of an Eligible Party or Other User at the point at which it is transferred to the Eligible Party or Other User, notwithstanding that it may be Personal Data whilst in the possession or control of the DSP at the time of transfer. Data will be considered Non-Personal Data when it is not possible for an Eligible Party or Other User to directly or indirectly identify a data subject from the Data (namely that it has been anonymised) to the standard set out in Data Protection Legislation prior to transfer to an Eligible Party or Other User.

9.2 Any such Non-Personal Data may be stored by Eligible Parties and Other Users without the requirement for a lawful basis for processing.

- 9.3 The DSP shall publish, online and in an easily available format, Non-Personal Data reports on a periodic basis, as determined by the Commission. The DSP shall notify the Commission of these reports prior to publication.

## **10. Storage of Smart Meter Data by Users**

- 10.1 Smart Meter Data should be stored and processed by Users in accordance with the requirements set out in Schedule 3 (Security), the User's obligations under Data Protection Legislation and, where applicable, the User's obligations under the Network and Information Security Directive, the NIS2 Directive and legislation implementing NIS2 Directive, and any other applicable laws.

## **11. Dynamic Electricity Price Contracts**

- 11.1 Electricity Suppliers must obtain each Final Customer's consent before that customer is switched to a dynamic electricity price contract in accordance with Article 11(3) of Directive 2019/944.
- 11.2 Electricity Suppliers must ensure that as a condition of the dynamic electricity price contracts, permission of the Final Customer must be provided for access by the relevant Electricity Supplier to their Smart Meter Data to facilitate access to their Smart Meter Data by those contemplated by this Code.
- 11.3 A Final Customer may at any time revoke an active permission to allow a User access to their Smart Meter Data. If a Final Customer revokes their permission, the Code Access Procedure document, to be developed by the DSP, shall set out the procedure that shall be undertaken and User will no longer have a right to access the Smart Meter Data relating to that Final Customer, as set out at paragraph 6 of Schedule 2 (Access).
- 11.4 If a User terminates the services it provides to a Final Customer, the Code Access Procedure document, to be developed by the DSP, shall set out the procedure that shall be undertaken and User will no longer have a right to access the Smart Meter Data relating to that Final Customer, as set out at paragraph 5 of Schedule 2 (Access).

## **12. Code Administration**

- 12.1 The DSP shall administer the Code on behalf of the Commission.
- 12.2 In administering the Code, the DSP shall undertake such administration, governance and maintenance functions as the Commission specifies relating to the operation of the Code. The Code Process document, to be developed by the Commission, shall set out these functions that the DSP, as Code Administrator, shall undertake.
- 12.3 The Commission retains final authority over any decisions with respect to the Code, in particular regarding compliance with and enforcement of the Code and shall ensure oversight of the DSP's administration of the Code.

- 12.4 The Commission may, in its discretion engage a third-party consultant to assist it in performing its functions in this section, which includes management of complaints relating to the governance of the Code.

### **13. Code Panel**

- 13.1 The Commission shall establish an advisory panel consisting of Eligible Party and other stakeholder representatives (the Code Panel).
- 13.2 The Code Panel shall assist the Commission by providing consultation and advisory support to the Commission on the implementation of the Code, including in relation to the Commission's authorisation of new use cases for Smart Meter Data and Modifications to this Code.
- 13.3 The DSP shall chair the Code Panel and all Code Panel meetings.
- 13.4 The Code Panel may, by direction of the Commission, establish sub-committees for the purpose of considering and reporting to the Code Panel on particular issues or subject matter, as determined by the Code Panel.
- 13.5 For the avoidance of doubt, the Commission retains final authority regarding all decisions relating to the Code, in particular compliance with and enforcement of the Code and shall not be obliged to accept the advice of the Code Panel or consult it or notify it prior to making any decisions relating to the Code.
- 13.6 A terms of reference document, to be developed by the DSP (and Commission), will set out the constitution of the Code Panel and the scope and frequency of the Code Panel meetings. The Code Process document, to be developed by the Commission shall include the terms of reference for the Code Panel.

### **14. Usage Charges**

#### **14.1 Eligible Parties Charges**

Eligible Parties shall not be liable to pay charges to the DSP to access the Smart Meter Data or the Smart Meter Data System. The DSP shall be entitled to request recovery of the costs relating to an Eligible Party's access to the Smart Meter Data System via the price review process conducted by the Commission.

#### **14.2 Other User Charges**

The DSP shall be entitled to charge Other Users who are not Eligible Parties reasonable costs for maintaining and facilitating access to the Smart Meter Data System. Charges associated with access to the Smart Meter Data System shall be separately published by the Commission, in consultation with the DSP. The DSP shall notify Other Users of any charges associated with its access to the Smart Meter Data System.

## **15. Breaches of the Code and Consequences of a Breach**

- 15.1 A failure by any User or Code Body to comply with this Code shall constitute a breach of the Code.
- 15.2 On becoming aware of any breach of the Code that is not a Security Breach, the User or Code Body shall report this breach to the Commission in writing without undue delay, and no later than 72 hours.
- 15.3 On becoming aware of any breach of the Code that is a Security Breach, the User or Code Body shall report this breach to the DSP in writing without undue delay, and no later than 24 hours of it becoming aware of such breach.
- 15.4 On becoming aware of a Security Breach impacting the Smart Meter Data, the Smart Meter Data System, the systems of the DSP or the systems of the DSO, the DSP shall notify the Commission with undue delay.
- 15.5 The Commission will may take the following actions, as it sees fit, on becoming aware of a breach by a User:
- (a) assess the seriousness of the breach and whether the breach is ongoing or has been remediated, which may require the commissioning of an ad-hoc audit of Users as per paragraph 16.3;
  - (b) notify the relevant User in breach that such breach has occurred in respect of it;
  - (c) require the User in breach to give effect to a reasonable Remedial Action Plan designed to remedy and/or mitigate the effects of the breach within a reasonable timescale (a breach of which plan shall in itself constitute a breach of this Code);
  - (d) suspend the access of the User in breach to the Smart Meter Data System on a temporary basis;
  - (e) suspend the access of all Users on a temporary basis in the event that the breach in question poses a security risk to the Smart Meter Data System; and/or
  - (f) remove access from the User in breach entirely on a temporary or permanent basis to the Smart Meter Data System;
- 15.6 The Commission may take the following actions, as it sees fit, on becoming aware of a breach by a Code Body:
- (a) assess the seriousness of the breach and whether the breach is ongoing or has been remediated, which may require the commissioning of an ad-hoc audit of Code Bodies as per paragraph 16.3;
  - (b) notify the relevant Code Body in breach that such breach has occurred in respect of it;
  - (c) require the Code Body in breach to give effect to a reasonable Remedial Action Plan designed to remedy and/or mitigate the effects of the breach within a reasonable timescale (a breach of which plan shall in itself constitute a breach of this Code);

- (d) issue orders for compliance with this Code to a Code Body who, or who repeatedly, fails to fulfil its obligations under this Code; and
  - (e) in the event of non-compliance with an instruction from the Commission, decide to terminate the appointment of a Code Body with effect from the date determined by the Commission and to appoint another legal person to fulfil the obligations of that a Code Body under this Code.
- 15.7 The Code Process document, to be developed by the Commission, shall further set out the actions the Commission may take in the event of a breach of the Code.
- 15.8 On becoming aware of a security breach concerning the Smart Meter Data, the Smart Meter Data System, the systems of the DSP or the systems of the DSO, the DSP may at its own discretion temporarily suspend the access of some or all Users to the Smart Meter Data System, in accordance with section 6.9, until the risk in question has been addressed.

## **16. Enforcement of the Code**

- 16.1 The Commission shall enforce the Code, in accordance with 6(5) of the 2022 Regulations.
- 16.2 The Commission may monitor User and Code Body compliance with the Code on an ongoing basis, which may include, but not limited to, an ad-hoc audit or a Code Audit in accordance with Section 19 (Code Audit).
- 16.3 The Commission may supervise User and Code Body compliance with the Code on an ongoing basis, which may include, but not limited to, requiring the User/Code Body to agree a Remedial Action Plan with the Commission, setting out the steps and timescales towards compliance, in accordance with Section 15 (Breaches of the Code and Consequences of a Breach).
- 16.4 The Commission may unilaterally terminate a User's access to the Smart Meter Data System if it is found that the User has breached the requirements of this Code and/or its application form, in accordance with Section 15 (Breaches of the Code and Consequences of a Breach).
- 16.5 The Commission may issue orders for compliance with this Code to a User that, or that repeatedly, fails to comply with this Code. In the event of non-compliance with a written instruction from the Commission, the Commission may decide to exclude the User in whole or in part from making use of Smart Meter Data System, in accordance with Section 15 (Breaches of the Code and Consequences of a Breach).
- 16.6 The Commission may issue orders for compliance with this Code to a Code Body that, or that repeatedly, fails to fulfil its obligations under this Code. In the event of noncompliance with a written instruction from the Commission, the Commission may decide to appoint another legal person to fulfil the obligations under this Code, in accordance with Section 15 (Breaches of the Code and Consequences of a Breach).
- 16.7 The Code Process document, to be developed by the Commission, shall further set out the enforcement processes relating to the Code.

## **17. Ceasing to be a User**

- 17.1 Where a User ceases to be entitled to access certain Data Items in accordance with Section 4 of Schedule 2 (Access and Access Rights), the DSP shall ensure that the User's access to the Smart Meter Data System is revoked and any additional actions required by it with respect to security credentials and operational data are completed.
- 17.2 In the event of the termination of service by an Eligible Party, such that it ceases to provide services to all of its Final Customers, the procedure set out under section 5 of Schedule 2 (Access and Access Rights) shall be followed.
- 17.3 Upon ceasing to be a User, the User shall erase or return all Personal Data transferred to it by the DSP to the DSP and delete existing copies unless the User has a legal basis to retain the Personal Data.
- 17.4 Users shall keep the technical specifications of the Smart Meter Data System of which the User has gained knowledge, as well as information about vulnerabilities in the Smart Meter Data System, strictly confidential. The User shall not disclose such information to third parties unless:
- (a) with the prior written consent of the DSP; and/or
  - (b) to the Users' service providers, provided that they are bound by a contractual obligation of confidentiality to the User in respect of that information; and/or
  - (c) to the extent that the User is required to do so on the basis of a law, decree, authority regulation, or court decision.
- 17.5 The Code Access Procedure document, to be developed by the DSP, shall further set out the procedures in this section relating to a ceasing to be a user event.

## **18. Code Audit**

- 18.1 The Commission may carry out or may commission a third party to audit the Code, associated Code procedures and processes, Code operation and governance of the Code on a periodic basis.
- 18.2 The Commission may audit the activities of the DSP in the performance of its roles under the Code on a periodic basis.
- 18.3 The Commission may audit Users and Code Bodies on their compliance with the Code at its discretion on an ad-hoc basis. If such an audit finds that the User or Code Body is not compliant with the Code, this shall constitute a breach of the Code.
- 18.4 The Commission retains final authority regarding all decisions relating to auditing the Code, and any remedial steps associated with any Audit findings.

- 18.5 The Code Process document, to be developed by the Commission, shall further set out the auditing processes in this section, which shall include the scope and frequency of audits.

## **19. Code Modifications**

- 19.1 The Commission may propose Modifications to the Code, either of its own volition or following an audit in accordance with Section 19 (Code Audit).
- 19.2 Code Bodies, Code Panel and Users may also propose Modifications by submitting them to the Commission, using a modification proposal form.
- 19.3 The Commission shall assess such a proposed Modification, including where appropriate on whether it better facilitates the Code Objectives. The Commission may consult with the Code Panel and carry out a consultation as it sees fit. The Commission retains final authority regarding decisions relating to Modifications.
- 19.4 In the event of a Modification proposal that has been approved by the Commission, the DSO, as Code Administrator shall notify all Users of the approved modification to apply to the Code.
- 19.5 The Code Process document, to be developed by the Commission, shall further set out the modification process in this section and shall include a Modification proposal form template.

## **Schedule 1 (Definitions)**

“2022 Regulations” means the European Union (Internal Market in Electricity) (No. 2) Regulations 2022.

“Active Permission” means, in accordance with Article 2(9) of the Implementation Regulation, a permission that has not been revoked or expired.

“Aggregator” means a market participant engaged in aggregation which is combining multiple consumer loads or generated electricity for sale, purchase or auction, in any electricity market, or as part of ancillary or system services.

“Balancing Service Providers” means, in accordance with Article 2(6) of the Commission Regulation (EU) 2017/2195 on establishing a guideline on electricity balancing, a market participant with reserve- providing units or reserve-providing groups able to provide balancing services to TSOs.

“Citizen Energy Community” means, in accordance with Article 2(11) of Directive 2019/944, a legal entity that:

- (a) is based on voluntary and open participation and is effectively controlled by members or shareholders that are natural persons, local authorities, including municipalities, or small enterprises;
- (b) has for its primary purpose to provide environmental, economic or social community benefits to its members or shareholders or to the local areas where it operates rather than to generate financial profits; and
- (c) may engage in generation, including from renewable sources, distribution, supply, consumption, aggregation, energy storage, energy efficiency services or charging services for electric vehicles or provide other energy services to its members or shareholders.

“Code Administrator” means the entity responsible as such in accordance with Section 13 (Code Administration) of the Code.

“Code Body” means any legal person fulfilling one or more of the roles under this Code, namely that of Code Administrator, DSP and Metering Point Administrator.

“Code Panel” means the body established as such in accordance with Section 13 of the Code.

“Code Access Procedure document” means a document of that title, as established, or adopted and from time to time modified by the DSP in accordance with the Code, setting out procedures to be complied with by Eligible Parties, Other Users, and other matters relating to, access to Smart Meter Data under the Code and the procedures described in the Annex to the Implementing Regulation.

“Code Process document” means a document of that title, as established, or adopted and from time to time modified by the Commission in accordance with the Code, setting out processes placed on the Commission under the Code and in some instances, carried out by Code Bodies on behalf of the Commission, relating to the implementation of the Code.

“Customer Third Party” means a legal or natural person that acts on behalf of a Final Customer.

“Data Access Log” means a timestamped record of Data Items accessed that includes at least the identification of the Final Customer or the Eligible Party accessing the data and, if applicable, the identification of the permission used to access the data.

“Data Access Provider” means, in accordance with Article 2(13) of the Implementing Regulation, a party responsible for facilitating access, including in cooperation with other parties, to Validated Historical Metering and Consumption Data by the Final Customer or by Eligible Parties.

“Data Dictionary” means a document maintained by the DSP that shall establish the Data Items, Identifiers, Description of the Data Items available on the Smart Meter Data System and whether these items are Personal Data or Non-Personal Data.

“Data Item” means the most granular level of data defining a specific attribute in respect of a data type, which are defined in the Data Dictionary.

“Data Protection Legislation” means all applicable data protection law, including: (i) the General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR); (ii) the Data Protection Act 2018; (iii) the European Communities (Electronic Communications Networks & Services) (Privacy & Electronic Communications) Regulations 2011, S.I. No. 336/2011.

“Data Retention Policy” means the policy, to be developed by the DSP, relating to the relevant period for retention of data as mentioned in Schedule 3,

“Directive 2019/944” means EU Directive 2019/944 on common rules for the internal market for electricity and amending Directive 2012/27/EU

“DSO” or “Distribution System Operator” means the holder of a license granted pursuant to section 14(1)(g) of the Electricity Regulation Act 1999.

“DSP” or “Data System Provider” means the entity responsible for the maintenance and administration of the Smart Meter Data System.

“Electricity Suppliers” means the holder of a license granted pursuant to section 14(1)(b) of the Electricity Regulation Act 1999.

“Eligible Parties” means entities offering energy-related services to Final Customers, such as suppliers, transmission and distribution system operators, delegated operators and other third parties, Aggregators, energy service companies, renewable energy communities, citizen energy communities and balancing service providers, as far as they offer energy related services to Final Customers, in accordance with the Implementing Regulation.

“Energy Service Company” or “ESCO”, means a party offering energy-related services to the Final Customer, but not directly active in the energy value chain or the physical infrastructure itself.

“Event and Instrumentation Data” means data recorded via a Smart Metering System in relation to electricity power quality on the network and used for electricity network planning, real time network management, and operational smart meter systems management.

“Event of Breach” has the meaning given to that expression in Section 16 (Breaches of the Code and Consequences of a Breach) of the Main Body.

“Final Customer” means, in accordance with Article 2(3) of the 2022 Regulation, a customer who purchases electricity for own use.

“Identity Service Provider” means, in accordance with Article 2(15) of the Implementing Regulation, a party that manages identity information; issues, stores, protects, keeps up to date, and manages identity information for a natural or legal person and provides authentication services to eligible parties and final customers.

“Implementing Regulation” means EU Commission Implementing Regulation 2023/1162 on interoperability requirements and non-discriminatory and transparent procedures for access to metering and consumption data.

“Main Body” means this Code excluding its Schedules and Appendices save for this Schedule 1.

“Market Facilitation” means:

- (i) facilitating the services of an Eligible Party to the Final Customer; and
- (ii) providing other services to Final Customers.

“Meter Registration System Operator (MRSO)” means the ringfenced unit of the DSO which discharges the functions described in condition 8 of the DSO licence and provides the services described in condition 9 of the DSO licence and acts as the Relevant Data Provider for the DSO.

“Metered Data Administrator” means, in accordance with Article 2(7) of the Implementing Regulation, a party responsible for storing Validated Historical Metering and Consumption Data and distributing these data to Final Customer and/or Eligible Parties.

“Metering and Consumption Data” means meter readings of electricity consumption from the grid, or electricity fed into the grid, or consumption from on-site generation facilities which are connected to the grid, and includes validated historical data and non-validated near-real time data.

“Metering Point Administrator” means, in accordance with Article 2(12) of the Implementing Regulation, a party responsible for administering and making available the characteristics of a metering point, including the registrations of Eligible Parties and Final Customers linked to a metering point.

“Metering Point Reference Number” or “MPRN” is, as defined in the Irish Electricity Market Glossary of Terms, the unique identifier for each Service Delivery Point on the network. It applies to each service delivery point where there is a Connection Agreement between the Distribution System Operator (Networks) and a customer or generator. In most cases, this is the point of connection to the network. The MPRN identifies the supplier who has accepted financial responsibility for the energy traded at the service delivery point. At any time there will be only one supplier for each MPRN. It defines the point at which a metering configuration can stand alone in terms of the accurate recording of consumption. In the case of unmetered supplies, it defines the point on the network where accurate estimates of the consumption can be provided for settlement. Meter Point Reference Number is the unique and unchanging reference Number (MPRN) number of a meter

point. The MPRN will include a two-digit code indicating the distribution system to which the Meter Point is connected and a one digit check digit which is calculated.

“Modification” means a modification, revision, amendment, supplementation, extension, consolidation or replacement to the provisions of the Code which is accepted and implemented in accordance with Section 20 (20 Code Modifications) of the Main Body.

“Non-Personal Data” has the meaning given to it in Section 9 of this Code.

“Network and Information Security Directive” means the Directive (EU) 2022/2555 on measures for a high common level of cybersecurity across the Union, amending Regulation (EU) No 910/2014 and Directive (EU) 2018/1972, and repealing Directive (EU) 2016/1148 (NIS 2 Directive).

“Other Users” means all parties that have been provided with access to Smart Meter Data either via the Smart Meter Data System or in another format in accordance with this Code, that are not Eligible Parties.

“Permission” means, in accordance with Article 2(8) of the Implementing Regulation, the authorisation given by a Final Customer for an Eligible Party to access their Metering and Consumption Data managed by the Metered Data Administrator for the provision of a specific service on the basis of a contractual agreement they have with this party for that service.

“Permission Administrator” means, in accordance with Article 2(10) of the Implementing Regulation, a party responsible for administering a register of data access permissions for a set of metering points, making this information available to Final Customers and Eligible Parties in the sector, on request.

“Permission Provision Log” means, in accordance with Article 2(14) of the Implementation Regulation, a timestamped record of when the permission for an eligible party or final customer was granted, revoked, or terminated, including a permission identifier, and a party identifier.

“Personal Data” has the meaning as defined in Article 4(1) of the GDPR.

“Personal Data Breach” has the meaning as defined in Article 4(12) of the GDPR.

“Processing” has the meaning as defined in Article 4(2) of the GDPR.

“Remedial Action Plan” means a plan setting out the milestones and target dates and level of monitoring required to bring the User or Code Body to compliance.

“Renewable Energy Community” means, in accordance with Article 2(16) of Directive (EU) 2018/2001 of the European Parliament and of the Council of 11 December 2018 on the promotion of the use of energy from renewable sources (recast), a legal entity:

- (a) which is based on open and voluntary participation, is autonomous, and is effectively controlled by shareholders or members that are located in the proximity of the renewable energy projects that are owned and developed by that legal entity;
- (b) the shareholders or members of which are natural persons, SMEs or local authorities, including municipalities;

- (c) the primary purpose of which is to provide environmental, economic or social community benefits for its shareholders or members or for the local areas where it operates, rather than financial profits;

“Security Breach” means an actual or potential incident which has or is likely to have a material impact on the confidentiality, integrity, or availability of Smart Meter Data.

“Smart Meter” means an electronic metering device deployed within a Smart Metering System as defined in Article 2(23) of the Directive (EU) 2019/944

“Smart Meter Data” means, in accordance with section 2(1) of the 2022 Regulations, the (a) metering and consumption data as defined in Article 2(2) of the Implementing Regulation, and (b) data required for customer switching, demand response and other services, of Final Customers, as expected to be defined by future implementing regulations.

“Smart Meter Data System” means the infrastructure and hub operated by the DSP, and all interfaces, including portals to allow access to Smart Meter Data and any other data associated with the Smart Meter.

“Smart Metering System” means, in accordance with Article 2(23) of the Directive (EU) 2019/944, an electronic system that is capable of measuring electricity fed into the grid or electricity consumed from the grid, providing more information than a conventional meter, and that is capable of transmitting and receiving data for information, monitoring, and control purposes, using a form of electronic communication.

“SEMO” or “Single Electricity Market Operator” means the holder of a license granted under section 14(1)(j) of the Electricity Regulation Act 1999.

“TSO” or “Transmission System Operator” means the holder of a license granted under section 14(1)(e) of the Electricity Regulation Act 1999.

“Users” means all parties that have access to Smart Meter Data via the Smart Meter Data System (or have been provided with access via another method), being Eligible Parties and Other Users.

“User Category” means a group to which a User falls part, and which shall include each type of Eligible Party as set out in paragraph 5.1 of the Main Body and the Other Parties shall be another User Category.

“Validated Historical Metering and Consumption Data” “Validated Historical Metering and Consumption Data” means, in accordance with Article 2(3) of the Implementing Regulation, historical Metering and Consumption Data collected from a meter, a conventional meter or a Smart Meter, or a Smart Metering System, or completed with substitute values that are determined otherwise in case of meter unavailability.

“Vulnerable Final Customer” means as defined in 7.1 of the Code of Practice for Vulnerable Customers as set out in the Electricity and Gas Suppliers' Handbook 2022.

## **Schedule 2 (Access)**

### **1. Process Becoming a User**

1.1 A User may access the Data Items within the Smart Meter Data connected to the relevant User Category that the User is associated with, subject to:

- (b) applying to the DSP in accordance with Section 5 (Becoming a User) of the Main Body and this Schedule, completing APPENDIX A: Application Form if the User is an Eligible Parties and completing an application form, to be developed by the DSP [and the Commission] if the User is an Other User.
- (c) submitting the Application Form for the Data Items / Smart Meter Data to be lawfully transmitted or processed.

1.2 The DSP shall assess each Application Form requesting access to Smart Meter Data and confirm that the User has evidenced the requirements. For the avoidance of doubt, the DSP will not be assessing the suitability or otherwise of any legal basis evidenced by the User but will only be assessing whether a legal basis has been provided.

1.3 On confirmation that the relevant requirements have been met, the DSP shall:

- (a) on-board the User to access the Smart Meter Data on the Smart Meter Data System.

1.4 The User will be granted access to relevant Data Items where there is an Active Permission or another legal basis in accordance with Data Protection Legislation for it to have such access.

### **2. Access to validated historical metering and consumption data by an Eligible Party**

2.1 The Code Access Procedure document, to be developed by the DSP, will set out the processes to be put in place to implement Procedure 2: Access to validated historical metering and consumption data by an eligible party in the reference model of the Annex to the Implementing Regulation.

2.2 The steps for Procedure 4 may be combined or carried out in a different order and will be set out in the DSP's Code Access Procedure document.

### **3. Removal of Access to Smart Meter Data on a temporary or permanent basis**

3.1 The Code Access Procedure document, to be developed by the DSP, will set out the processes to be put in place to implement the procedure with regard to removal of access to Smart Meter data on a temporary or permanent basis and in accordance with paragraphs 16.4 of the Main Body.

### **4. Termination of Service by an Eligible Party**

4.1 The Code Access Procedure document, to be developed by the DSP, will set out the processes to be put in place to implement Procedure 3: Termination of Service by an Eligible Party in the reference model of the Annex to the Implementing Regulation.

4.2 The steps for Procedure 3 may be combined or carried out in a different order and will be set out in the DSP's Code Access Procedure document.

## **5. Revocation of an Active Permission by the Final Customer**

5.1 The Code Access Procedure document, to be developed by the DSP, will set out the processes to be put in place to implement Procedure 4: Revocation of an Active Permission by the Final Customer in the reference model of the Annex to the Implementing Regulation.

5.2 The steps for Procedure 4 may be combined or carried out in a different order and will be set out in the DSP's Code Access Procedure document.

**APPENDIX A: Application Form**

**[To assist the Data System Provider the Commission has provided a template which the Data System Provider shall use in preparing its Application Form.]**

<b>Part A: Company (referred to as the ‘Company’ or ‘we’ in this form) &amp; Contact Details</b>			
<b>Full Company Name</b>	Click or tap here to enter text.	<b>Contact Person</b>	Click or tap here to enter text.
<b>User Category</b>	Click or tap here to enter text.	<b>Job Title</b>	Click or tap here to enter text.
<b>Company Number</b>	Click or tap here to enter text.	<b>Email Address</b>	Click or tap here to enter text.
<b>Registered Republic of Ireland office address</b>	Click or tap here to enter text.	<b>Telephone Number</b>	Click or tap here to enter text.
<b>Domicile of Head Office (Country if different to Rol)</b>	Click or tap here to enter text.	<b>Name of DPO</b>	Click or tap here to enter text.
<b>Registered website address</b>	Click or tap here to enter text.	<b>Email Address of DPO</b>	Click or tap here to enter text.
		<b>Telephone Number of DPO</b>	Click or tap here to enter text.
<b>Part B: About the Data</b>			
<b>Data Required</b>	[Note: this shall have list of Data Items available that the applicant ticks to select, and those should be capable of being cross-referenced to Appendix B. The Data System Provider should indicate in this list which of the Data Items that may be applied for constitute Personal Data in the control of the Data System Provider, even it if is not Personal Data once transferred to the User]		
<b>Date of Application</b>	Click or tap to enter a date.	<b>End Date for Data Use</b> <i>If this is to be open ended, please leave blank.</i> [Note: there may be different use periods for different Data Items]	Click or tap to enter a date.
<b>Use Case</b> <i>Please state precisely and unambiguously</i>			Click or tap here to enter text.
<ul style="list-style-type: none"> <li>the purpose for which the [data/Smart Meter Data] will be processed. If different Data Items will be used for different purposes this section should clearly set out information specific to different data and different purposes;</li> <li>confirmation that the Company applying for the data will be controller of the</li> </ul>			

<p><i>data for this purpose;</i></p> <ul style="list-style-type: none"> <li>• <i>the legal basis relied upon for the processing of the data applied for, and in particular whether you will be relying on an Active Permission from the Final Customer or another legal basis;</i></li> <li>• <i>confirmation that the intended use of the data is within the EEA</i></li> <li>• <i>agreement that you will comply with the Code as it relates to the processing, use, and retention of data</i></li> </ul>		
<p><b>Part D: Declaration for the benefit of the Data System Provider [and the Commission]</b></p>		
<p>We confirm that we operate in the User Category we have indicated and hold all the necessary licenses (if required by law) and/or permissions in respect of that User Categories. We confirm that the information provided in this Application is true and complete and that it will remain true and complete throughout the processing and use of the data as set out in this declaration. We confirm that in respect of use of data that is Personal Data that we act as a controller of that data and take responsibility and liability for that data once transferred to us.</p>	<p>Choose an item.</p>	<p>We confirm that we will comply with all applicable laws in respect of the use of the data disclosed to us as a result of this application, including but not limited to all data protection laws; this declaration applies to all processing Personal Data accessed by us or on our behalf from the SMDS platform.</p> <p>We undertake that data disclosed will not be processed in a way that is incompatible with the purposes set out in this form and applicable laws.</p> <p>We acknowledge that the Commission has the right to verify compliance with this obligation with an audit.</p>
<p>We confirm to the Data System Provider [and the Commission] that we process Personal Data received from the DSP securely that we will implement appropriate technical and organisational measures to ensure the security of the [data / Personal Data] once transferred to us, and that we will ensure that the [data / Personal Data] is protected against unauthorised access, disclosure, alteration, or destruction. We shall comply with the obligations set out in Schedule 3 (Data Security) and are ready to demonstrate compliance to the Data System Provider [and the Commission]</p> <p>Choose an item.</p>		
<p>We confirm that by submitting this application form that we agree to comply with the obligations set out in the Code and that the declarations set out in this form are correct.</p> <p>We the undersigned further acknowledge and confirm the authority of the CRU to carry out enforcement action in relation to the Code, agree that we are subject to said authority, and that such enforcement action may result in the suspension or revocation of data access.</p> <p>Choose an item.</p> <p><u>Signature of Authorised Signatory:</u></p> <p>Name and role of Authorised Signatory: _____ <u>Date:</u> _____</p>		

### **Schedule 3 (Data Security)**

#### **1. DSP Security Requirements**

- 1.1 The Smart Data System and its data environment shall maintain information security controls relative to the risks to the confidentiality, integrity, and availability of the data. The security of the Smart Data System, its data environment, and data communication shall comply with relevant European Union security laws and rules, having due regard of the best available techniques for ensuring the highest level of cybersecurity protection while bearing in mind the costs and the principle of proportionality.
- 1.2 The DSP shall align to a certification standard to demonstrate conformance to industry standard of information security (i.e. ISO 27001 certificate or equivalent).
- 1.3 The DSP shall maintain an Information Security Policy, with supporting procedures, covering the operation of the Smart Meter Data System, including:
  - (a) The establishment and maintenance of an information classification scheme in relation to the Data Items comprising the Smart Meter Data;
  - (b) Information security roles and responsibilities;
  - (c) Human resource security;
  - (d) Asset management;
  - (e) Identity and access control;
  - (f) Cryptography;
  - (g) Physical and environment security;
  - (h) Operations security;
  - (i) Communications security;
  - (j) System acquisition, development and maintenance;
  - (k) Supplier relationships;
  - (l) Information security incident management;
  - (m) Information security aspects of business continuity;
  - (n) Compliance
- 1.4 The DSP's policy on identity and access control shall include:
  - (a) measures to restrict access to Smart Meter Data that is stored on or communicated by means of any Smart Meter Data System to those who require such data and are authorised to obtain it;
  - (b) the designation of appropriate levels of identity assurance in respect of those who are authorised to access Smart Meter Data; and
  - (c) procedures for granting, amending and removing authorisations in respect of access to such data.
- 1.5 The DSP shall take reasonable steps to ensure that any Smart Meter Data System can:

- (a) detect any unauthorised connection or attempt to connect that has been made to it, and ensure that the connection is terminated or the attempted connection prevented (as the case may be);
  - (b) detect any unauthorised software that has been (or attempted to be) installed or executed on it, and ensure that the installation or execution of that software is prevented and take appropriate remedial action; and
  - (c) identify any unauthorised or unnecessary network port, protocol, communication, application or network service; and
  - (d) ensure that any Smart Meter Data System records all relevant system activity (including all attempts to access Smart Meter Data) in audit logs and review such logs regularly;
  - (e) take reasonable steps to ensure that any Smart Meter Data System prevents any such attempt at unauthorised access; and
  - (f) detect any instance of Smart Meter Data leaving the Smart Meter Data System without the relevant permission or another legal basis (in accordance with Data Protection Legislation).
- 1.6 The DSP's information and communication technology (ICT) assets shall be configured with security measures in reference to an established configuration benchmark.
- 1.7 The DSP shall maintain a security baseline aligned to policy and have procedures in place to monitor that all ICT assets are conforming to the baseline.
- 1.8 The DSP shall ensure that all staff and contractors are aware of the identity and access control and procedure, and that reading the policy and completing training is recorded in a register.
- 1.9 The DSP shall maintain a Smart Meter Data System Business Continuity Policy and Disaster Recovery Plan and carry out twice yearly tests.
- 1.10 The DSP shall carry out regular internal audits and yearly third-party security audits on the Smart Data System and its environment, including as designed to identify any vulnerability of any Smart Meter Data System.
- 1.11 The DSP shall store Smart Meter Data on the Smart Meter Data System in compliance with Data Protection Legislation. The DSP shall develop, maintain and hold all Smart Meter Data in accordance with a Data Retention Policy. When any Smart Meter Data held by it ceases to be retained in accordance with the Data Retention Policy, the DSP shall ensure that the Smart Meter Data is either deleted or is anonymised to the standard set out in Data Protection Legislation.
- 1.12 Where the DSP engages a service provider that will process Smart Meter Data on its behalf, the DSP remains responsible for ensuring its obligations under this Schedule are fulfilled with respect to Smart Meter Data, including any Personal Data, contained on the Smart Meter Data System. The DSP shall ensure that such service providers are required

to put in place equivalent security obligations under this Schedule and shall require such service providers to comply with applicable laws, including applicable Data Protection Legislation.

- 1.13 The DSP shall implement any other security measures required in order for it to comply with its obligations under applicable law.

## **2. User Security Requirements**

- 2.1 Users shall implement such security measures as are included in this Schedule and other sections of the Code. Users shall also implement any other security measures required in order to comply with data protection regulations in respect of the Smart Meter Data accessed by the Users, or which the Commission may deem necessary.
- 2.2 Each User shall also identify the security measures that it has implemented as per its Application Form submitted to the DSP.
- 2.3 The User shall provide the necessary evidence of its security measures as requested by the Commission, such as in accordance with an audit of a User conducted under paragraph 16.2 of the Main Body.
- 2.4 Users shall maintain an Information Security Policy that will cover:
- (a) measures to identify and mitigate risks to the security of Smart Meter Data stored on or communicated by means of the Users' systems, including measures relating to data handling, retention and protection;
  - (b) the establishment and maintenance of an information classification scheme in relation to Smart Meter Data;
  - (c) information security roles and responsibilities;
  - (d) asset management;
  - (e) identity and access control;
  - (f) human resources security;
  - (g) physical and environmental security;
  - (h) the education, training and awareness of staff in relation to information security.
- 2.5 Each User shall:
- (a) ensure that any Users' systems record all system activity (including all attempts to access Smart Meter Data) in audit logs and review such logs regularly;
  - (b) ensure that any Users' system detects any attempt by any person to access resources or Smart Meter Data held on it without the relevant permission or another legal basis (in accordance with Data Protection Legislation); and
  - (c) take reasonable steps to ensure that any Users' System prevents any such attempt at unauthorised access.

- 2.6 Each User Information Security Management System shall incorporate a policy on identity and access control, covering:
- (a) measures to restrict access to Smart Meter Data that is stored on or communicated by means of the User's systems to those who require such Smart Meter Data and are authorised to obtain it;
  - (b) procedures for granting, amending and removing authorisations in respect of access to Smart Meter Data;
  - (c) procedures for ensuring that accounts follow the principle of least privilege; and
  - (d) prohibit the sharing of access credentials by User staff.
- 2.7 Each User Information Security Management System shall incorporate procedures on the detection, identification and management of Security Incidents, including breaches of Smart Meter Data. This shall include reporting all suspected or confirmed breaches of Smart Meter Data to the DSP and Commission in accordance with paragraph 16.2 of the Main Body without undue delay. Each User must not take any action that would impact the integrity of any subsequent forensic investigation.
- 2.8 Users shall carry out assessments that are designed to identify any vulnerability of the User's systems that access Smart Meter Data via the Smart Meter Data System to compromise in respect of the User's systems, on at least an annual basis.
- 2.9 Where a User engages a service provider that receives Smart Meter Data from the User, the User remains responsible for ensuring the User's obligations under this Schedule are fulfilled with respect to Data received from Smart Meter Data System. Each User shall ensure that such service providers are required with equivalent security obligations under this Schedule.
- 2.10 Users shall store Smart Meter Data received from the Smart Meter Data System in compliance with Data Protection Legislation. The DSP shall develop and maintain, and hold all Smart Meter Data in accordance with, a Data Retention Policy. When any Smart Meter Data held by it ceases to be retained in accordance with the Data Retention Policy, Users shall ensure that it securely deleted in accordance with Data Protection Legislation.

## **APPENDIX B: Data Dictionary**

### **1. General Interpretation**

- 1.1 This Appendix sets out the Data Dictionary, which provides a list of, and relevant information on, the Data Items that may be made available by the Data System Provider on the Smart Meter Data System.
- 1.2 It will be necessary for the Data System Provider, when considering the Data Items it makes available on the Smart Meter Data System, to consider if such Data Item is Personal Data. Similarly, it will be necessary for the User when considering the Data Items it accesses on the Smart Meter Data System, to consider if such Data Item is Personal Data.
- 1.3 Due regard should be given to the nature and characteristics of any Data Item (e.g. an MPRN), including if it could be used as an identifier and a means of identifying a living individual, when considering whether or not the Data Item constitutes Personal Data. It is acknowledged that not all Data Items will be Personal Data.
- 1.4 All definitions shall be provided within Schedule 1 (Definitions).
- 1.5 This Appendix shall be maintained by the Data System Provider.

## 2. Smart Meter Data

Term/Data Item	Identifier	Description
Interval Data	30-minute Interval Consumption Data - Active Import (kW)	This is the real power consumed from the grid at the premise measured in kiloWatts (kW). Interval Data is recorded and stored in every electricity smart meter (ESM) at 30-minute granularity.
	30-minute Interval Channel Consumption Data - Active Export (kW)	This is the real power exported to the grid from the premise measured in kiloWatts (kW). Customers with micro-generation equipment installed have the potential to export active energy to the grid. Interval Data is recorded and stored in every ESM at 30-minute granularity.
Register Data	24-hr Cumulative Active Import Register (KWh) with a snapshot	This is the energy consumed from the grid at the premise measured in kilowatt-hours (kWh). A snapshot of each of the Cumulative Registers is taken daily (at midnight) and monthly (on the first day of the month) and is stored on the ESM for up to 175 days (daily snapshots) or 36 iterations (monthly snapshots) in a first-in, first-out circular buffer
	24-hr Cumulative Active Export Register (KWh) with a snapshot taken each midnight Midnight Snapshot of Standard Smart Tariff (SST) Day / Peak / Night Import Register (KWh)	This is the energy exported to the grid from the premise measured in kilowatt-hours (kWh). Only customers with micro-generation equipment installed have the potential to export active energy to the grid.
	24-hr Cumulative Active Import Register (KWh) with a snapshot	These are the midnight snapshots of the SST Registers required to deliver the Standard Smart Tariff (SST) and are recorded in every ESM each day. These Cumulative Active Import Registers only measure energy consumption during certain periods of the day as follows:

	<ul style="list-style-type: none"><li>• <b>SST Night Import Register (KWh) from 11pm to 8am</b></li><li>• <b>SST Day Import Register (KWh) from 8am to 5pm and from 7pm to 11pm</b></li><li>• <b>SST Peak Import Register (KWh) from 5pm to 7pm</b></li></ul>
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### 3. Final Customer Attributes Data

Term/Data Item	Identifier	Description
<b>Communication Technical Feasible (CTF)</b>	<b>Communication Technical Feasible (CTF)</b>	<b>CTF is a measure of the reliability of communications from the smart meter to the head end system across the communications network</b>
<b>DUoS Group</b>		<b>DUoS Group is a code which denotes the distribution use of system tariff applying to the MPRN.</b>
<b>MPRN</b>		<b>Meter Point Reference Number. This is the unique identifier for each Service Delivery Point on the network. It applies to each service delivery point where there is a Connection Agreement between the Distribution System Operator (Networks) and a customer or generator. In most cases, this is the point of connection to the network. The MPRN identifies the supplier who has accepted financial responsibility for the energy traded at the service delivery point. At any time, there will be only one supplier for each MPRN. It defines the point at which a metering configuration can stand alone in terms of the accurate recording of consumption. In the case of unmetered supplies, it defines the point on the network where accurate estimates of the consumption can be provided for settlement. Meter Point Reference Number is the unique and unchanging reference Number (MPRN) number of a meter point. The MPRN will include a two-digit code indicating the distribution system to which the Meter Point is connected and a one-digit check digit which is calculated.</b>

