

22 **Entire agreement**

- 22.1 The Code, the Framework Agreement and (as respects the Parties thereto) each Ancillary Agreement contain or expressly refer to the entire agreement between the Parties with respect to the subject matter thereof, and supersede all previous agreements or understandings between the Parties with respect thereto; and any warranty, condition or other term implied at law or by custom is (to the fullest extent permitted by law) expressly excluded therefrom.
- 22.2 Each Party acknowledges that in entering into the Framework Agreement and any Ancillary Agreement it does not rely on any representation, warranty, or other understanding not expressly contained in the Code, the Framework Agreement or such Ancillary Agreement.
- 22.3 Nothing contained in a document (other than the Framework Agreement or an Ancillary Agreement) referred to in the Code, beyond what is expressly contemplated by the Code as being contained in such document or is necessary for the purposes of giving effect to a provision of the Code, shall modify or have any effect for the purposes of the Code or be construed as relevant to the interpretation of the Code.

23 **Information and confidentiality**

- 23.1 Each party shall secure that Protected Information is ~~not~~:
 - (a) ~~not~~ disclosed to any person other than (strictly in accordance with Clause 24) the Permitted Categories;
 - (b) ~~not~~ used by it for any purpose other than the Permitted Purpose.
 - (c) sent using password protection as detailed in the IGT UNC Ancillary Document "Password Protection Protocols" when the Pipeline Operator or User sends such data by email.

- 23.2 For the purposes of the Pipeline Operator's obligations under Clause 23.1 and with reference to Clause 23.5:

- (a) ~~(a)~~ **"Protected Information"** means
 - i. any information relating to the affairs of a Pipeline User which is obtained by the Pipeline Operator pursuant to or in the course of the negotiation, implementation or performance of the Code, the Framework Agreement or any Ancillary Agreement to which that Pipeline User is party. For the sake of clarity this includes IGT Transportation Charges Invoices and Portfolio Extracts sent by email between the Pipeline User and Pipeline Operator. ~~When the Pipeline Operator or User sends such data by email or they must use password protection as detailed in the IGT UNC Ancillary Document "Password Protection Protocols";~~ or
 - ii. any information relating to a Consumer or a Supply Meter Point Reference Number described as personal for data protection legislation.
- (b) **"Permitted Categories"** means an officer or employee of the Pipeline Operator or any Party on whose behalf the Pipeline Operator acts as an agent who is engaged in the Permitted Purposes or a professional adviser of or consultant to the Pipeline Operator or (but without prejudice to any requirement under the Pipeline Operator's Licence) any Affiliate (other than an Affiliate which is the holder of a Shipper's Licence or a gas Suppliers licence) of the Pipeline Operator;

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- (c) **"Permitted Purposes"** means the carrying on of the transportation business (as defined in the Pipeline Operator 's Licence) the operation administration, maintenance and development of the Pipeline facilitation of connections to the Pipeline and the implementation and performance of the Code, the Framework Agreement, any Ancillary Agreement and any Siteworks Contract;

23.3 For the purposes of the Pipeline User's obligations under Clause 23.1 and with reference to Clause 23.5:

(a) ~~(a)~~ **"Protected Information"** means

i. any information relating to the affairs of the Pipeline Operator or of another Pipeline User which is obtained by the Pipeline User pursuant to or in the course of the negotiation, implementation or performance of the Code, the Framework Agreement or any Ancillary Agreement to which that Pipeline User is party; or

ii. any information relating to a Consumer or a Supply Meter Point Reference Number described as personal for data protection legislation.

(b) **"Permitted Categories"** means an officer or employee of the Pipeline User whose province it is to know the same in the proper execution of their duties and responsibilities, or a professional adviser of or consultant to or any Affiliate of that Pipeline User (provided that such persons are not the holder of a Gas Transporter's Licence) or (subject to Clause 23.4) a Consumer or a Supplier;

(c) **"Permitted Purposes"** means any purpose expressly contemplated by the Code or any Ancillary Agreement or Siteworks Contract to which such Pipeline User is party

23.4 Protected Information to a consumer or an appropriate person to the extent designated by the authority within Standard Special Condition A31 of the Gas Transporter's Licence and a supplier shall be an appropriate person pursuant to Standard Special Condition A31((2)(d)(ii) where its application is for the receipt of data for change of supplier purposes.

23.5 For the purposes of Clause 23.2 and 23.3:

(a) information obtained by a Party in the course of the negotiation of the Code or the Framework Agreement shall be Protected Information only insofar as such information was obtained in writing;

(b) the following information shall be treated as information relating to the affairs of a Pipeline User:

(i) the identity, address and any other details of a Supplier or Consumer, or any representative thereof, insofar as disclosed by the Pipeline User to the Pipeline Operator pursuant to or for the purposes of the Code;

(ii) information provided by the Pipeline User to the Pipeline Operator pursuant to Parts C and H, the Pipeline User's Code Credit Limit (if any) and record of payment of charges under the Code;

(c) the terms of the Code and the Framework Agreement are not Protected Information.

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- 23.6 The CDSP are authorised to disclose such data as is set out within Annex V-10 of the UNC to the holder of the "smart meter communications licence" as defined by the Statutory Instrument 2012 No.2400: The Electricity and Gas (Smart Meters Licensable Activity) Order 2012. Such data may relate to all Supply Meter Points regardless of status. The CDSP are authorised to appoint a third-party agent (i.e. Xoserve) to manage the collation and transmission of the data set out within Annex V-10 of the UNC on to the holder of the "smart meter communications licence".
- 23.7 Confidentiality as between a Party or Parties and the CDSP is governed by the DSC and not the Code.
- 23.8 The Pipeline Operators are authorised to disclose such data as is required for the reports as are specified in the Performance Assurance Report Registers Schedules 1A, 1B, 2A and 2B in accordance with paragraph 16.5 of Section V of the UNC.

23.9 Disclosure of Meter Asset Provider Information

- 23.9.1 For the purposes of this Clause 23.8 the Pipeline Operators are authorised to disclose such data as is set out within Annex V-9 of the UNC to a Meter Asset Provider subject to the provisions of Section V5.16 of the UNC.

23.10 Disclosure of Historic Meter Point Read Information

- 23.10.1 Where in respect of any Supply Point, the CDSP is requested by the Registered User to disclose Historic Supply Meter Point Asset and Read Information such disclosure will be in accordance with paragraph 5.15 of Section V of the UNC.

24 Terms of permitted disclosure

- 24.1 For the purposes of this Clause 24 "**Disclosing Party**" and "**Protected Party**" shall be construed as follows;
- (a) for the purposes of the Pipeline Operator's obligations under Clause 23.1, the Disclosing Party is the Pipeline Operator and the Protected Party is the Pipeline User to whose affairs any Protected Information directly relates;
 - (b) for the purposes of a Pipeline User's obligations under Clauses 23 to 25 the Disclosing Party is such Pipeline User and the Protected Party is the Party (either the Pipeline Operator or another Pipeline User) to whose affairs any Protected Information directly relates.
- 24.2 Where Protected Information is disclosed as permitted under Clause 23.1 the Disclosing Party shall (without prejudice to its obligations under Clause 23.1) take all reasonable steps to secure that the person to whom the information is disclosed:
- (a) is aware of the Disclosing Party's obligations under Clause 23.1 in relation thereto, and
 - (b) does not use or disclose the information other than as is permitted of such party in accordance with Clause 23.1.
- 24.3 Nothing in Clause 23.1 shall apply:

- (a) to the disclosure or use by the Disclosing Party of Protected Information to which the Protected Party has consented in writing;
- (b) to any Protected Information which;
 - (i) before it is obtained by the Disclosing Party is in the public domain; or
 - (ii) after it is obtained by the Disclosing Party enters the public domain, in either case otherwise than as a result of a breach by the Disclosing Party of its obligations under Clause 23.1;
- (c) to the disclosure of any Protected Information to any person if and to the extent that the Disclosing Party is required to make such disclosure to such person;
 - (i) in compliance with the duties of the Disclosing Party under the Act or any other requirement of a Competent Authority; or
 - (ii) in compliance with the conditions of the Pipeline Operator 's Licence or (as the case may be) Shipper's Licence held by the Disclosing Party or any document referred to in such licence with which the Disclosing Party is required by virtue of the Act or such licence to comply; or
 - (iii) in compliance with any other Legal Requirement; or
 - (iv) in response to a requirement of any stock exchange or regulatory authority or the Panel on Take-overs and Mergers; or
 - (v) pursuant to any provision of Clauses 8 to 17 or pursuant to any judicial or other arbitral process or tribunal having jurisdiction in relation to the Disclosing Party; or
- (d) to any Protected Information to the extent that the Disclosing Party is expressly permitted or required to disclose that information under the terms of any agreement or arrangement made with the Protected Party or to which it is party (including the Code, the Framework Agreement and any Ancillary Agreement to which the Protected Party is party);
- (e) to the disclosure of Protected Information to any lending or other financial institution proposing to provide or arrange the provision of finance to the Disclosing Party, where and to the extent that the disclosure of such information is reasonably required for the purposes of the provision or arrangement of such finance, and provided that the person to whom the information is disclosed undertakes in writing to and in terms reasonably satisfactory to the Protected Party to maintain the confidentiality of such information;
- (f) to the disclosure of any Protected Information to the Authority, where the Disclosing Party considers in good faith that the Protected Party may be in breach of a condition of the Pipeline Operator's Licence or (as the case may be) the Shipper's Licence, to the extent reasonably necessary to draw such possible breach to the attention of the Authority;
- (g) to any person pursuant to the Modification Rules;
- (h) to the disclosure of any Protected Information to any person proposing to make a connection directly or indirectly to the Pipeline where and to the extent that the disclosure of such information is reasonably required for the purposes of supporting the Pipeline Operator's charges or requirement to allow such proposed connection to the Pipeline to be made and provided that the person to whom the information is to be disclosed is informed in writing of the confidentiality of such information and that prior to disclosure such person has

entered into a confidentiality agreement with the Pipeline Operator which prohibits use or disclosure of such Protected Information in terms no less onerous than those contained in Clauses 23 and 24;

- (i) to an Upstream System Operator or Downstream System Operator to the extent required to enable such Operator to fulfil its Gas Transporter Licence requirements, the requirements of its Network Code or its duties under any Legal Requirement.
- (j) The CDSP are authorised to disclose the following data items: Supply Meter Point Reference Number, supply point address, Meter Post Code, supplier, meter mechanism, network operator, meter capacity, meter serial number, Annual Quantity, Local Distribution Zone to a Price Comparison Website where the Price Comparison Website has received consent from the domestic consumer associated with the Supply Point and where they have entered into confidentiality and service agreements (on terms no less onerous than those in paragraph 23) and reasonable access conditions.
 - (i) The CDSP shall, by 31 March each year, produce a report to identify the service recipients who have signed up to the confidentiality and service agreements;
 - (ii) **“Price Comparison Website”** (PCW) shall mean an internet-based price comparison service or other internet based TPI that provides comparisons between, and/or access to, personalized quotes for retail energy to domestic customers, and may carry out, on behalf of the domestic customer an instruction to change the domestic customer's retail energy supplier, tariff or both;
 - (iii) **“Third Party Intermediary”** (TPI) shall mean an organisation or individual acting as a third party intermediary between a domestic customer and a retail energy supplier.
- (k) to the Performance Assurance Framework Administrator, provided the terms of the relevant PAFA Contract require the Performance Assurance Framework Administrator to maintain the confidentiality of such information on terms no less onerous than those of paragraph 23.2 or 23.3, save to the extent disclosure of such information is necessary to comply with the terms of the PAFA Contract;
- (l) The CDSP are authorised to disclose the following data items: Supply Meter Point Reference Number, supply point address, Meter Post Code, Current Supplier id, meter mechanism code, meter capacity, meter serial number, Annual Quantity, Local Distribution Zone to a Supplier where the Supplier has received consent from the domestic consumer associated with the Supply Point and where they have entered into confidentiality and service agreements (on terms no less onerous than those in paragraph 23) and reasonable access conditions.
 - (i) The CDSP shall, by 31 March each year, produce a report to identify the Suppliers who have signed up to the confidentiality and service agreements;
- (m) To a person appointed pursuant to the SPAA to provide Theft Risk Assessment Service whereby such disclosure shall be in accordance with paragraph 5.5.3(l) of Section V of the UNC.
- (n) To the disclosure of information to the Alt Han Company (AltHanCo) whereby such disclosure shall be in accordance with paragraph 5.5.2(j) of Section V of the UNC.

- (o) To the disclosure of information to a Meter Asset Provider whereby such disclosure shall be in accordance with paragraph 5.5.2(j) of Section V of the UNC or paragraph 23.9 of this Part K.
- 24.4 The provisions of Clauses 23 to 24.3 shall continue, for a period of 3 years after the User Discontinuance Date, to bind a Discontinuing User and (as respects the Discontinuing User) the Pipeline Operator and each other Pipeline User, notwithstanding that the Discontinuing User has ceased to be a Pipeline User and irrespective of the reason for such cessation.
- 24.5 Nothing in the Code, the Framework Agreement or any Ancillary Agreement shall be construed as requiring the Pipeline Operator to disclose or use any information in breach of any requirement of the Pipeline Operator Licence.

24.6 Data Permissions Matrix

- 24.6.1 Nothing in Clause 23.1 shall apply to the disclosure of Protected Information by the CDSP in accordance with the provisions of the Data Permissions Matrix. In the event of an inconsistency between the provisions of Clause 23 or Clause 24 of this Part K and the Data Permissions Matrix, the Data Permissions Matrix will take precedent.
- 24.6.2 For the avoidance of doubt, a Modification is required to add a new User type (e.g. Supplier, Price Comparison Website etc.) to the Data Permissions Matrix.

25 Data ownership

- 25.1 Subject to Clause 25.2(a) the data, including metering data, which is
 - (a) processed by or recorded or maintained on the Computer System or any other computer system of the Pipeline Operator; and
 - (b) processed by, or recorded or maintained on any computer system of, a third party on behalf of the Pipeline Operator
 (including all intellectual property rights in such data) shall belong to the Pipeline Operator; and subject to Clause 25.2(b) the Pipeline Operator may, but without prejudice to Clause 23 or any other requirement of the Code, use and deal with such data as it thinks fit.
- 25.2 Where pursuant to the Code a Pipeline User provides or arranges for the provision of data to the Pipeline Operator:
 - (a) such data (as provided to the Pipeline Operator by the Pipeline User) shall belong to the Pipeline User:
 - (b) the Pipeline User hereby grants to the Pipeline Operator a perpetual, non-exclusive, royalty-free licence (which shall survive the User Discontinuance Date) in respect of such data and all intellectual rights therein to use, copy, adapt and deal with such data for the purposes of performance and implementation of the Code and for other purposes contemplated by the Code, but not otherwise:
 - (c) Clause 25.1 shall apply in respect of data derived (pursuant to any process) by the Pipeline Operator from such data and in all compilations created by or on behalf of the Pipeline Operator of such data.