### ELEXON

### **Consultation Responses**

# Issue 101: Consultation on the enduring governance, funding and operation of the Data Integration Platform

This Issue Consultation has been issued on 24 January 2024 to seek industry feedback on the proposed arrangements, legal text and subsidiary documents for the Data Integration Platform (DIP), with responses invited by 21 February 2024.

### **Consultation Respondents**

Respondent	Role(s) Represented
Citizens Advice	Citizens Advice
ESP Utilities Group	Distributor
IMServ Europe Ltd	Supplier Agent: HH, NHH DC,DA, MEM
National Grid Electricity Distribution (NGED)	Distributor
Npower Commercial Gas Limited (NCGL) – Eon I&C	Supplier and Supplier Agent
RECCo	Code Manager
Scottish Power Energy Networks (SPEN)	Distributor
Stark	Distributor and Supplier Agent: HHDC, NHHDC, HHDA, NHHDA, MOA
UK Power Networks (UKPN)	Distributor

Issue 101

Issue 101 Consultation Responses

26 February 2024

Version 1.0

Page 1 of 49

© Elexon 2024

### **Summary of Consultation Responses**

Respondent	Do y	ou agre	ee with	the prop	osed a	rrange	ments (	(a), leg	al text (	b), and	subsid	diary doo	cument	(c) for.						
	а	b	а	b	С	а	b	С	а	b	С	а	b	С	а	b	С	а	b	С
	Gene	eral	Gove	rnance		DIP (	Connec	tion	Assu	rance		Chang	ge Man		Cost	Recove	ery	Info s	ec & D	ata
Citizens Advice	-	-	×	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ESP Utilities Group	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	×	×	×	✓	✓	✓
IMServ Europe Ltd	✓	✓	✓	✓	✓	✓	✓	×	×	×	×	×	×	×	✓	✓	✓	✓	✓	✓
National Grid Electricity  Distribution	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	<b>√</b>	✓	✓
Npower Commercial Gas Limited	✓	✓	✓	✓	✓	×	×	×	✓	<b>✓</b>	✓	✓	✓	✓	×	✓	×	-	-	-
RECCo	✓	✓	✓	✓	×	✓	×	×	✓	✓	×	×	×	×	✓	✓	✓	✓	✓	×
Scottish Power Energy Networks	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	<b>√</b>	✓	✓	✓	✓	✓	✓	✓	✓	✓
Stark	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
UK Power Networks	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

### Question 1: Do you agree with the proposed general DIP arrangements?

### Summary

Yes	No	Neutral/No Comment	Other
8	0	1	0

### Responses

Respondent	Response	Rationale
Citizens Advice	-	-
ESP	Yes	-
IMServ	Yes	-
NGED	Yes	-
NCGL	Yes	-
RECCo	Yes	RECCo agrees with the approach taken by Elexon to develop the DIP Rules through a BSC Supplement with standalone DIP Subsidiary Documents to allow future portability. We support the DIP Objectives, and in particular the recent changes to extend the scope outside of settlement processes.
SPEN	Yes	-
Stark	Yes	-
UKPN	Yes	-

## Question 2: Do you agree that the draft legal text in DIP Supplement Chapter 1 delivers the intention of the proposed general DIP arrangements?

### **Summary**

Yes	No	Neutral/No Comment	Other
8	0	1	0

### Responses

Respondent	Response	Rationale
Citizens Advice	-	-
ESP	Yes	-
IMServ	Yes	-
NGED	Yes	-
NCGL	Yes	-
RECCo	Yes	RECCo supports the principles reflected in the legal text. We have provided minor comments on DIP Supplement Chapter 1 in the legal text section below.
SPEN	Yes	We have identified no issue with the proposed legal text.
Stark	Yes	-
UKPN	Yes	-

### **Summary**

Yes	No	Neutral/No Comment	Other
8	1	0	0

### **Responses**

Respondent	Response	Rationale
Citizens Advice	No	As a key ingredient to the successful implementation of the Market-wide Half Hourly Settlement (MHHS) programme, ensuring effective governance of the DIP is important for consumers. However, there is a likelihood that many matters for discussion at DCAB wouldn't contain a direct consumer angle.  As the statutory consumer advocate it is important for us to make sure we are maximising the value to consumers of our engagement across policy and regulatory matters. As such we view it best to develop a more flexible engagement model for consumer representation under the DIP governance arrangements.  We would therefore like to propose that we attend the DCAB on a targeted basis, where areas of particular interest are identified. Alongside this, we would see value in having separate direct engagement with suitable parties, likely the Code Manager, at a frequency which can be agreed in due course.  We would judge this to be consistent with our engagement across other governance frameworks, and factors in lessons learnt from participation in the Capacity Market Advisory Group (CMAG).
ESP	Yes	-
IMServ	Yes	Observation 4.3.7 DCAB Membership Where appointing the 2 x Data Services reps, should it be considered that the appointments ensure all 3 segments are covered – ADS/SDS/UMSDS? Should there also be a similar consideration for Supplier and Metering Service reps?
NGED	Yes	-
NCGL	Yes	-
RECCo	Yes	RECCo agrees with the governance arrangements described, subject to the comments below on DSD001.  We note that RECCo has two roles under the DIP governance arrangements. One as a DIP User where we will be required to sign an access agreement and comply with the DIP Rules associated with the Electricity Enquiry Service and the other is as a code body requiring DNOs, Suppliers and Meter Operator Agents to comply with the DIP Rules as part of their REC

		Qualification. We accept that this is captured within DCAB membership as a single RECCo role. Should this lead to any conflict under live operation, this position may need to be reconsidered.
SPEN	Yes	-
Stark	Yes	-
UKPN	Yes	-

## Question 4: Do you agree that the draft legal text in DIP Supplement Chapter 2 delivers the intention of the proposed DIP governance arrangements?

### **Summary**

Yes	No	Neutral/No Comment	Other
8	0	1	0

### Responses

Respondent	Response	Rationale
Citizens Advice	-	-
ESP	Yes	-
IMServ	Yes	-
NGED	Yes	-
NCGL	Yes	Whilst we are in general agreement that this delivers the general DIP governance arrangements, we are/remain unclear what the applicable "authorities' own procedures" are to be regarding appeal resolution. This is mainly on the basis that the DIP is not a standalone code, but one pinned to the BSC, so it is not clear if such appeals are to follow the standard code modification appeal process as set out in the electricity act or something else.  As such we feel its pertinent to ensure this clarity is provided and specifically pointed towards the Authorities procedures of relevance in this regard.
RECCo	Yes	RECCo supports the principles reflected in the legal text. We have provided minor comments on DIP Supplement Chapter 2 in the legal text section below.
SPEN	Yes	-
Stark	Yes	-
UKPN	Yes	-

## Question 5: Do you agree that the draft subsidiary document DSD001 delivers the intention of the proposed DIP governance arrangements?

### **Summary**

Yes	No	Neutral/No Comment	Other
7	1	1	0

### Responses

Respondent	Response	Rationale
Citizens Advice	-	-
ESP	Yes	-
IMServ	Yes	-
NGED	Yes	-
NCGL	Yes	Whilst in general agreement we note that the detail for Authority appeals is generally quite loose, only informing that "the DCAB Secretary shall agree a progression timeline with the Authority for the appeal and publish that timeline". As per response to Q4 this element requires some more rigour and clarification, E.G who is publishing the appeal? On what basis is there for the authority to have open ended resolution times for appeals when precursor DCAB appeals have prescribed timelines?
RECCo	No	RECCo supports the principles reflected in the legal text. However, we have included specific comments on DSD001 in the legal text section below, including areas missing from the scope of the DIP Rules.
SPEN	Yes	-
Stark	Yes	-
UKPN	Yes	-

### **Summary**

Yes	No	Neutral/No Comment	Other
7	1	1	0

### Responses

Respondent	Response	Rationale
Citizens Advice	-	-
ESP	Yes	-
IMServ	Yes	-
NGED	Yes	-
NCGL	No	Under clause 2.8 there does not appear to be any general company checks for DIP accession, this maybe pertinent if there are costs to be recovered/paid for via a non-code party requiring DIP on boarding. We note that clause 2.8.2 is open ended enough to enable the DIP manager to do any other Ad hoc checks such as the above and so is potentially captured under that, however if onboarding is done via Code accession (REC/BSC) company checks and company director level sign off etc are required by code bodies it should also be pertinent to ensure this is an explicit requirement for onboarding for the same reasons.  We would also recommend that the opening line of caluse.8.2 is amended to make clear that the DIP manager may need to perform other checks not listed, so suggest the highlighted words are added as follows "The DIP Manager initial checks shall assess the suitability of the application, including but not limited too".  Clause 2.8.5 also appears to be very loose and a potential barrier to a code party DIP on boarding, whilst it is not illogical to have a requirement based on code body position to not to begin DIP On-Boarding this position seems to be unfair if the route for onboarding is not linked to code qualification, as such we feel this should be much tighter and based on clear rationale (E.G party not co-operating in code accession) with a clearly defined outcome set out by the DIP manager (EG paused for XX months whilst qualification issues resolved).
		as it is not clear if this is constrained at organisational level (umbrella) based on the company reg (as per companies' house) or if it is possible for a parent company to allow 2 of its umbrella companies separate DIP connectivity.

	I	
		This is pertinent because the EON UK group (under EON UK PLC) consists of several umbrella companies, for which at least 2 of its umbrella companies (eon next & Npower Commercial Gas Limited) are intending on holding separate DIP connections that are agnostic of one another, this clause seems to conflict with this intention. As such we would like to seek clarification if our intentions of holding separate DIP connections per Umbrella company would be possible considering this clause as seems to be the case under SiT currently, as it is something we believe is required to maintain business separation for each umbrella company within our organisation because we do not share the same supplier licence, code accession agreements and conversely for DTN also hold separate DTSA connections which we would like to mirror for DIP connectivity in the same fashion.  Clause 3.1 would also need tying up with the relevant Code bodies PAF framework and incentives, whilst we do not disagree with what's stated under the clause, we feel it's important that each respective codes PAF sets out under what actions or incentives could entail suspension from the DIP to ensure transparency.
RECCo	Yes	RECCo agrees with the proposed DIP connection arrangements described, subject to the comments below on DSD002.
SPEN	Yes	-
Stark	Yes	-
UKPN	Yes	-

## Question 7: Do you agree that the draft legal text in DIP Supplement Chapter 3 delivers the intention of the proposed DIP connection arrangements?

### **Summary**

Yes	No	Neutral/No Comment	Other
6	2	1	0

### Responses

Respondent	Response	Rationale
Citizens Advice	-	-
ESP	Yes	-
IMServ	Yes	-
NGED	Yes	-
NCGL	No	We have no additional concerns that we have not highlighted in response to Q6.
RECCo	No	RECCo supports the principles reflected in the legal text. However, we have identified some specific concerns with the drafting, captured in the legal text section below.
SPEN	Yes	-
Stark	Yes	-
UKPN	Yes	-

### Question 8: Do you agree that the draft subsidiary document DSD002 delivers the intention of the proposed DIP connection arrangements?

### **Summary**

Yes	No	Neutral/No Comment	Other
5	3	1	0

### Responses

Respondent	Response	Rationale
Citizens Advice	-	-
ESP	Yes	-
IMServ	No	2.11.4 Functional Onboarding Checks We concur with the logic that each DIP Applicant should send at least one type of each Interface for the role that they are taking – but also propose they should send one of each that is incorrect too to demonstrate they can manage receipt of error messages from the DIP. This concept of error messages, whilst likely to occur in SIT, isn't covered through this testing, so scope of doing this would need to be considering when QT is being defined to ensure this is met.
		4.2. DIP Off Boarding Does this document need to consider including requirements regarding the revoking of access to individual users within an organisation, around the scenarios where breaches/data security are considered – and how that impacts that organisation as a whole in terms of having users within each of the required Roles. This would clearly be different to when someone leaves their organisation, where another user would need to revoke access for that person(s).
NGED	Yes	DIP Connection Requirements are outlaid and a Non Active Market Participant is denoted in Annex 2 (that which uses a DCP).
NCGL	No	See response to Q6.
RECCo	No	Whilst we agree the principles that the DIP Manager is seeking to achieve, we do not believe the current drafting is sufficiently clear. Specific comments have been included on DSD002 and its appendices in the legal text section below.
SPEN	Yes	-
Stark	Yes	-
UKPN	Yes	-

### **Summary**

Yes	No	Neutral/No Comment	Other
7	1	1	0

### **Responses**

Respondent	Response	Rationale
Citizens Advice	-	-
ESP	Yes	-
IMServ	No	2.2.1 Dip Assurance Strategy – list of considerations: We suggest the addition of the following into the list of considerations for the DIP Manager when determining the DIP Assurance Strategy: -Reported security breaches -DIP Service Provider service incidents  2.3.4 Audit Notification We suggest a minimum period of notice of an intention to undertake an audit should be specified, e.g. 1 month?  2.6.3 DCAB Assurance Role It is unclear from the wording used in this list whether the results of the audits of each of the DIP Manager and DIP Service Provider would be reported to the DCAB. If this was not the intention, we recommend it should be and that the wording is amended to more clearly reflect this.  Additionally we recommend that the learnings from any Security Breach or Dip Provider Service Incidents should be reported.  4.1.4 Compliance Monitoring and Reporting We recommend that this report should also include:  Details of any service incidents affecting the availability or integrity of the DIP  If not already intended in point C), we recommend this also includes the details of any audits of the DIP Manager and or DIP Service Provider.
NGED	Yes	-
NCGL	Yes	We agree with the proposed assurance arrangements and support the initial similarity of the arrangements that exist in the BSC PAF as a good starting point to move forward and

		refine based on learnings and annual review approaches as set out.
RECCo	Yes	RECCo supports the principles reflected in the legal text, subject to the comments below on DSD003.
SPEN	Yes	-
Stark	Yes	-
UKPN	Yes	-

# Question 10: Do you agree that the draft legal text in DIP Supplement Chapter 4 delivers the intention of the proposed DIP assurance arrangements?

### **Summary**

Yes	No	Neutral/No Comment	Other
7	1	1	0

### Responses

Respondent	Response	Rationale
Citizens Advice	-	-
ESP	Yes	-
IMServ	No	Section 4.2.1 (b) should also reference audits of the DIP Manager.
NGED	Yes	-
NCGL	Yes	No additional comments.
RECCo	Yes	RECCo supports the principles reflected in the legal text, subject to the comments below on DSD003.
SPEN	Yes	-
Stark	Yes	-
UKPN	Yes	-

## Question 11: Do you agree that the draft subsidiary document DSD003 delivers the intention of the proposed DIP assurance arrangements?

### **Summary**

Yes	No	Neutral/No Comment	Other
6	2	1	0

### Responses

Respondent	Response	Rationale
Citizens Advice	-	-
ESP	Yes	-
IMServ	No	No, not until the above points have been addressed.
NGED	Yes	We would like to know the assessment procedure in which a Risk is added to the Risk Register – will this be via CIA or another method? Will DIP Users/Non active Market Participants be required to maintain a similar Register? For cohesion the sharing of this document would be a positive engagement.
NCGL	Yes	We agree the approach set out provides levels of independent assurance (independent auditor & DCAB input) that need to be in place to ensure a fair & consistent approach to the DIP managers overall function,
RECCo	No	RECCo supports the principles reflected in the legal text. However, we have included specific comments on DSD003 in the legal text section below.
SPEN	Yes	We do not believe that sharing the strategy 1 month ahead (with a 10-day response period) is enough time to assess any feedback, is there scope for publishing this earlier? There is also no mention on the documentation on the next steps where feedback has been received, how/when will this be communicated back to the responder?
Stark	Yes	-
UKPN	Yes	-

# Question 12: Do you agree with the proposed DIP change management arrangements?

### **Summary**

Yes	No	Neutral/No Comment	Other
6	2	1	0

### Responses

Respondent	Response	Rationale		
Citizens Advice	-	-		
ESP	Yes	-		
IMServ	No	2.4 Validation of Change Request This section infers that only the DIP Manager is involved in this decision, which does not provide for any independence or transparency which could therefore undermine the ethos of anyone being able to raise a change.  We would object to such a process however note that there is reference in a later section, 2.5.2, of the publication of an assessment but are unclear as to whether this publication is intended to cover the decision step in 2.4.  2.13 - Housekeeping		
		Any Housekeeping changes, where not going for approval or consultation – believe these should be red-lined so that participants can easily review these – ahead of being put live - along with providing the opportunity for the participant to feedback that they don't believe the change is just a housekeeping piece before it is put live.		
NGED	Yes	Constituency representation is appreciated, and the thought for industry consultation is also.		
NCGL	Yes	Broadly we agree however we feel a couple of points of clarity should be considered:  • Timing of DIP CRs to be raised whereby a code change impacts – we feel that best endeavours should be made by code bodies to raise CRs at the earliest possible juncture, and that should be a specified obligation on code bodies. Whilst this appears to be the intent it is currently not specified but should be based on recent learnings in the DTN space via DCP 383/DCP 394 meant that DTN dataflows where identified too late to implement the required Dataflows (D0394/D0395) for its original intended delivery, consequently the DTN dataflows resulted in a phased implementation whereby manual processes had to exist for a 6 month period post implementation of the change to allow parties development time to implement said dataflows in system		

processes. As such we consider this to be an assurance type requirement whereby if it identified too late, it could risk delivery of code change for DIP development purposes, so we would expect code bodies to provide rationale as to why identification of the requirement was later than the raising/publication of a code change.

- We would like to seek clarification as to whether the DIP manager is to be directly associated to the CACOP or if its indirectly by virtue of its association of the BSC, this is on the basis the DIP Manager is to manage DIP CRs in accordance with the CACoP principles to ensure that when a DIP CR is raised, the proposal is complete.
- Clarity on the formation of workgroups under the DIP CRs E.G is this to be limited to just DCAB, open to wider industry/non-industry members or limited to associated Code modification workgroup members etc.
- Clarity as to why DIP CRs are not be made publicly available/limited to listed DIP manager organisational contacts this may cause challenges with change management processes in each organisation, as DIP On-Boarding/administration contacts may not be responsible for managing industry change, even if impacted by DIP CRs.( We note that any person who informed the DIP Manager of the desire to be communicated exists, but publishing is a better catch all than having to ask for communications).

RECCo No

RECCo broadly agrees with the change management arrangements described However, we note that the consultation does not include information on the testing and release management approach for approved changes. We believe the DIP Supplement / DSDs will need to include requirements on the DIP Manager to maintain a test environment, test harnesses and associated test data to support the testing of changes post M10 and also testing for new DIP Users.

We also have concerns regarding the reference to DIP CRs being raised where a change to a DIP Message is progressed via an Industry Code. DIP Messages are owned by other Codes and it is not clear why a change to the DIP Rules would also be required. Where a Code change is progressed that may impact the DIP, we would expect the DIP Service Provider to carry out an impact assessment (in the same way all other code service providers currently do). If a change is agreed which impacts the DIP, we would expect the DIP Manager to manage the contractual arrangements requiring the DIP Service Provider to make the changes to the DIP. This is the same approach RECCo follows with the EES and GES, where a contractual CR is raised to deliver a change following a code CP. This would also align to the approach taken where changes to DTN messages are agreed through code governance and implemented by ElectraLink, without a separate DTSA CR. The Issue 101 group suggested that this would be the approach taken for the DIP.

In addition, there is a cross reference to the message ownership being defined in the DES196. This artefact focuses on DTN messages and does not cover DIP messages (defined in the DES138). Please could you confirm how and when the ownership of DIP messages will be defined. Specifically, we believe a number of messages will be REC owned (including the IF005, IF006, IF007, IF008, IF009 and IF050).

SPEN

Yes

-

Stark	Yes	-
UKPN	Yes	-

# Question 13: Do you agree that the draft legal text in DIP Supplement Chapter 5 delivers the intention of the proposed DIP change management arrangements?

### **Summary**

Yes	No	Neutral/No Comment	Other
6	2	1	0

### Responses

Respondent	Response	Rationale
Citizens Advice	-	-
ESP	Yes	-
IMServ	No	NO, as per response to question 12.
NGED	Yes	-
NCGL	Yes	Whilst in general agreement, we feel that clause 5.1.2 (b) should extended to state that any modification procedures in any related industry codes shall not be applicable, as opposed just BSC change procedures. we understand the need to call out BSC specifically given DIPs relationship with the BSC but feel that this should be made clear as this is an avoidance of doubt clause it needs to set out DIP change management is separate to any of the codes.
RECCo	No	RECCo broadly supports the principles reflected in the legal text. We have provided minor comments on DIP Supplement Chapter 5 in the legal text section below. In addition, we believe the DIP Supplement should include requirements relating to the maintenance of a test environment, test harnesses and associated test data to support change and Qualification activities. We also believe a DIP CR should not need to be raised where a change has already been progressed through code governance.
SPEN	Yes	-
Stark	Yes	-
UKPN	Yes	-

# Question 14: Do you agree that the draft subsidiary document DSD004 delivers the intention of the proposed DIP change management arrangements?

### **Summary**

Yes	No	Neutral/No Comment	Other
6	2	1	0

### Responses

Respondent	Response	Rationale
Citizens Advice	-	-
ESP	Yes	-
IMServ	No	No, as per response to question 12.
NGED	Yes	-
NCGL	Yes	As per response to Q13.
RECCo	No	RECCo broadly supports the principles reflected in the legal text. However, we have included specific comments on DSD004 in the legal text section below.  We have particular concerns regarding the references in clauses 2.3.2 and 2.12.3 (f) which imply a decision is required by the DIP Manager / DCAB where an industry code change is progressed which impacts the DIP (but not the DIP Rules). We believe the DIP Service Provider should feed its views on code changes via the code impact assessment process rather than requiring a secondary decision being taken forward under DIP governance. This 'dual governance' previously existed with DTN change, where both BSC and MRA approval was required. This approach was removed as part of the switching programme where message ownership was defined and service providers delivering that change would be required to engage through the owner code impact assessment.
SPEN	Yes	-
Stark	Yes	-
UKPN	Yes	-

# Question 15: Do you agree with the proposed DIP funding and budget arrangements?

### **Summary**

Yes	No	Neutral/No Comment	Other
6	2	1	0

### Responses

Respondent	Response	Rationale
Citizens Advice	-	-
ESP	No	In general, we agree with the arrangements but we feel that more clarity is required. For example:  How the "majority" of DIP Participants defined – is it by number of organisations, number of MPANs represented, is by constituency group (ie DNOs/IDNOs – Suppliers – agents etc)?  Is any consideration given to a scenario where some constituents wanted a change but others didn't see the benefit? Presumably all constituents would gain benefit but not all constituents would contribute?
IMServ	Yes	-
NGED	Yes	As pointed out, the DIP Payees as they are reflected in the proposed arrangements would prevent needless alternative industry pass through costs
NCGL	No	It is unclear where the rationale for in year budget change threshold levels have come from, I.E less than 10% is informed via invoicing process & 15%+ shall be consulted on. Its very important and pertinent that the DIP manager is held to account and explicitly sets out to DIP payees why an in year budget change is required and by what amount, as those that would be required to fund any shortfalls (suppliers) at short notice do not sit on bottomless cash deposits, so the expectation is that the DIP manager sets out reasoning as to why there has been budget shortfall and reasoning as to why it cannot find the required funds in its in year budget.  we are resigned (but not supportive) to supplier being DIP payees as per Ofgem's original intent & proposed funding arrangements, the carve outs requiring DIP Non-Core Service cost recovery from DIP payees should be reconsidered as we feel that some of these elements should not be at the discretion of the DIP manager but mandated for costs to be recovered from the DIP participant, particularly in terms of onboarding which is the primary example, if the DIP onboarding party is not a core market participant such DIP users do not and would not form part of the supplier hub principle that provides the rationale for DIP payees to be

		suppliers, they would be very much been seen as AVS type services provided and in such cases we would expect onboarding costs to be bound by the party being onboarded.
RECCo	Yes	RECCo agrees with the funding arrangements described.
SPEN	Yes	-
Stark	Yes	-
UKPN	Yes	-

Question 16: Do you agree that the draft legal text in DIP Supplement Chapter 6 delivers the intention of the proposed DIP funding and budget arrangements?

### Summary

Yes	No	Neutral/No Comment	Other
7	1	1	0

### Responses

Respondent	Response	Rationale
Citizens Advice	-	-
ESP	No	Please see answer to Question 15
IMServ	Yes	-
NGED	Yes	-
NCGL	Yes	The supplementary document meets the requirements set out under the funding arrangements as written, but as per comments in response to Q15 we do not agree with txt as written.
RECCo	Yes	No coments
SPEN	Yes	-
Stark	Yes	-
UKPN	Yes	-

## Question 17: Do you agree that the draft subsidiary document DSD005 delivers the intention of the proposed DIP funding and budget arrangements?

### **Summary**

Yes	No	Neutral/No Comment	Other
6	2	1	0

### Responses

Respondent	Response	Rationale
Citizens Advice	-	-
ESP	No	Please see answer to Question 15
IMServ	Yes	-
NGED	Yes	-
NCGL	No	As per response to Q15.
RECCo	Yes	RECCo supports the principles reflected in the legal text, subject to the following query on para 3.1.6, where we request clarification that the budget for changes to the DIP includes changes to the definition of DIP messages where there is not an associated change to the DIP Rules (and therefore not an associated DIP CR).
SPEN	Yes	-
Stark	Yes	-
UKPN	Yes	-

## Question 18: Do you agree with the proposed DIP information security and data management arrangements?

### **Summary**

Yes	No	Neutral/No Comment	Other
7	0	2	0

### Responses

Respondent	Response	Rationale
Citizens Advice	-	-
ESP	Yes	-
IMServ	Yes	-
NGED	Yes	-
NCGL	-	No comments.
RECCo	Yes	No comments
SPEN	Yes	-
Stark	Yes	-
UKPN	Yes	-

Question 19: Do you agree that the draft legal text in DIP Supplement Chapter 7 delivers the intention of the proposed DIP information security and data management arrangements?

### **Summary**

Yes	No	Neutral/No Comment	Other
7	0	2	0

### Responses

Respondent	Response	Rationale
Citizens Advice	-	-
ESP	Yes	-
IMServ	Yes	-
NGED	Yes	-
NCGL	-	No comments.
RECCo	Yes	No comments
SPEN	Yes	-
Stark	Yes	-
UKPN	Yes	-

Question 20: Do you agree that the draft subsidiary document DSD006 delivers the intention of the proposed DIP information security and data management arrangements?

### **Summary**

Yes	No	Neutral/No Comment	Other
6	1	2	0

### Responses

Respondent	Response	Rationale
Citizens Advice	-	-
ESP	Yes	-
IMServ	Yes	-
NGED	Yes	DSD006 states that the DIP Manager will provide guidance on which parts of the 27000 series are applicable to a DIP User. At which point will this occur? If a DIP User is to create ISMS and demonstrate compliance – this will be required ahead of onboarding.  Penetration Testing – if using a DCP – is this required of the DIP User? Are we to Pen Test the DIP, or our connection to
		the adapter? Will there be further qualification for Non Active Participants using DCP or are the expectations the same for all DIP Users>
NCGL	-	No comments.
RECCo	No	RECCo supports the principles reflected in the legal text, and specifically the open data policy and the approach described to triage data requests. We believe the DIP Manager consideration of data requests should include a review of whether the data is already being made available via the Electricity Enquiry Service. The transfer of the EES into the REC alongside the equivalent gas service was delivered through the Switching Programme to create a single source of data to support retail activities and the DIP Manager data provision should not introduce duplicate arrangements at a cost to industry.  Additional points regarding the specific provisions in DSD006 have been provided in the legal text section below.
SPEN	Yes	-
Stark	Yes	-
UKPN	Yes	-

## Question 21: Do you agree that the draft amendments to BSC Sections deliver the intention of the proposed DIP arrangements?

### **Summary**

Yes	No	Neutral/No Comment	Other
8	0	1	0

### Responses

Respondent	Response	Rationale
Citizens Advice	-	-
ESP	Yes	-
IMServ	Yes	-
NGED	Yes	-
NCGL	Yes	No additional comments.
RECCo	Yes	RECCo agrees the changes to BSC Sections.
SPEN	Yes	-
Stark	Yes	-
UKPN	Yes	-

## Question 22: Do you agree with the proposed Transmission Licence changes?

### **Summary**

Yes	No	Neutral/No Comment	Other
5	1	3	0

### Responses

Respondent	Response	Rationale
Citizens Advice	-	-
ESP	Yes	-
IMServ	-	-
NGED	N/A	-
NCGL	No	Our position in this regard has remained unchanged since the summer consultation so have cropped our response into the below for ease, in summary our view is and remains that if this should be considered as part of the transition of Elexon's ownership & the FSO licencing requirements/go live currently published pointing towards FSO licence go live over the course of 2024, we acknowledge this is a congested area in terms of overall change in the short term however it is better facilitated in the FSO licence and transition, leaving transmission licence requirements to Transmission Operators and required industry arrangements for the FSO.  The section of relevance in our summer response is below FYI:  Our cause for concern stems from The Governments and Ofgem's consultation regarding Elexon ownership which outlined that the requirements to have Transmission Licence Condition C3 (the obligation on NGESO to have in place the BSC, establish BSCCo & to ensure the BSC is efficiently implemented etc) would move to the new Future System Operator (FSO) licence as part of the wider energy codes review. They also set out the expectation that only a supplier licence condition change is expected to set out Elexon's future shareholder provisions. As such Elexon's role as BSCCo is what does and must continue to reflect in the Transmission Licence, as it already exists and would not challenge what are 2 very clearly outlined authority decisions, all of which clearly denotes the MHHS EDA-DIP is to be governed by BSCCo.  It is our opinion, that any intention for Elexon Ltd to be recognised in the Transmission Licence is driving unnecessary changes to the Transmission Licence with limited and

		temporary reasoning to facilitate initial governance structure that can and should be worked around within the governance structure proposals, as we are of the opinion that if Elexon is inserted into the Transmission Licence references would latterly be removed or amended through the FSO policy directions as indicated by the Authority under an entirely separate policy initiative to that of MHHS.
		As such, we both do not support or believe there is a need for Elexon to be recognised in the Transmission Licence as the DIP governance structure is to clearly be directed to be based on the BSC framework & BSCCo, and developed in such a way that enables future separation from the BSC for which Elexon should be able to facilitate through BSCCo via BSC governance arrangements without the need to be recognised in the Transmission Licence.
		We also disagree with the position outlined regarding the role of current BSC.
		Panel, its role is to govern the BSC and ensure that all Parties comply with the code rules for which the DIP governance is to be supplementary to, so the reason given that the "Panel will have no role in the management of the DIP, as it is not a BSC Settlement System" seems to be unjustified and a direct conflict with how the DIP governance will be enacted, as the BSC panel vires extends to governance of all BSC rules, and not just systems and processes within it.
RECCo	Yes	Whilst not relevant to the REC, RECCo believes the change proposed to the Transmission Licence are sensible.
SPEN	Yes	We believe that there is a requirement for a review of the Transmission area in light of the implementation of the DIP.
Stark	Yes	-
UKPN	Yes	-

### Question 23: Do you agree with the proposed implementation and transition approach?

### **Summary**

Yes	No	Neutral/No Comment	Other
7	1	1	0

### Responses

Respondent	Response	Rationale
Citizens Advice	-	-
ESP	Yes	-
IMServ	Yes	-
NGED	Yes	-
NCGL	Yes	No additional comments.
RECCo	No	We assume this question is referring to the content within DSD01 Appendix 1.  RECCo agrees that the MHHSP and DIP Manager should develop a clear Transition Plan, so all parties understand the applicable roles and responsibilities. However, we do not agree with a number of points set out in the draft document issued for consultation. Our detailed comments are set out in the tables below, however at a high level, the key points to note are:  • From a governance perspective, we believe that M10 is the date that the new MHHS provisions are active in industry codes and therefore this should be the date that the change processes set out in the DIP Rules commence, and similarly the date that the DIP funding arrangements would apply. Any exception from this approach would need to be clearly set out within the code provisions themselves.  • From an onboarding perspective, we note that MHHS Qualification commences ahead of MHHS Migration and continues past M10 when the new MHHS provisions are active in industry codes. It is therefore important to ensure a smooth transition of responsibilities between the MHHSP and DIP Manager with a consistent approach applied throughout. However, any reference to transition pre M10 would not be relevant in the DIP Rules as our understanding is that the provisions will not be implemented into the BSC until M10, to align with the wider changes being implemented into industry codes. Therefore, further consideration is required on the best place to set out any pre M10 transition provisions.

		We have provided further specific comments on the DSD01 Appendix below.
SPEN	Yes	-
Stark	Yes	-
UKPN	Yes	-

## Question 24: Do you have any further comments about the proposed DIP arrangements?

### **Summary**

Yes	No
3	6

### Responses

Respondent	Response	Rationale
Citizens Advice	-	-
ESP	No	-
IMServ	Yes	Where referencing the Unmetered Supplies Data Service in the documentation – suggest the correct Role Code is used when abbreviating it – which is UMSDS – and not UDS as used in places throughout the documents.
NGED	No	-
NCGL	Yes	Upon reviewing all relevant documents to this consultation, we feel that a separate definitions & interruptions DSD should be developed so that users have an easily accessible document to understand what each acronym & term means, in the main we have managed to find reference to these in each DSD however it would be much easier for a reader if this was carved our in a similar fashion to BSC section X to reference these.
RECCo	Yes	Insert comments here We believe there are three significant gaps in the DIP Rules:  1. There is no clear definition of the service being delivered by the DIP. There are references to the DIP as the solution supporting industry message exchange and also the DIP as the portal for viewing reports and managing service requests. We believe a clear Service Definition is required setting out the service requirements applicable to the DIP itself and also the DIP portal (linked to any service management SLAs that come from the service management work being delivered through the TORWG). This should specify how the DIP will manage message exchange and any associated nonfunctional requirements to enable the DIP Service Provider to be held to account for delivery of the service. It should also clarify the distinction between DIP Users who need to communicate directly with the DIP and 'DIP Portal Users' who are only seeking to access reports etc.  2. There are missing requirements relating to DIP User interactions with the DIP. The MHHS Design includes a large number of requirements. Functional requirements have been reflected within amended provisions in industry codes,

whereas the expectation is that non-functional requirements and specific rules for interaction with the DIP (as set out in the E2E Solution Architecture Document would be reflected in the DIP Rules. For example, all DIP Users are required to send synchronous responses to DIP messages within xx seconds and presumably all DIP Users are required to comply with the retry approach set out in the E2E Solution Architecture. We believe this set of provisions should be referenced in para 3.1.4 and documented within a DSD.

3. The change management section includes assessment and approval of change but does not cover change delivery. In particular we believe there should be requirements on the DIP Manager to maintain environments, test harnesses and test data to support change delivery and also Qualification activities.

In addition, we have some comments on the business rules and traceability:

#### Reporting:

- BR-R21 prescribes a dashboard for Code Bodies. This might not work in all cases. Our view is that the drafting needs to be more flexible and allow innovation.
- Please add a reporting requirement that DIP should be capable of sharing reports and underlying data with the Codes in standard data formats (including CSV, JSON, etc.) in a secure manner that can be either machine-read or accessible by humans.

### Information security:

- We want to make sure we can trust the reports that are sent to us. Therefore, we want DIP to maintain a system that achieves non-repudiation, as well as integrity (i.e. missing messages can be identified and resent). Explicit business requirements should be added to achieve this.
- DIP should be able to detect and correct incorrectly processed messages that impact the data integrity of one or more users of the DIP. Again, this needs to be added as a business requirement.

#### Data management:

- DIP should be able to provide us with data without the consent of either the market participant or the data subject. This is in contrast to DSD006, section 4.2.3.
- The process for how such reporting is agreed should be documented. This should be explicit in the Code but is currently not covered by DIP Supplement, Section 7.2 (Allowed Disclosures).

#### Change Management:

- C22 should reference consumers as well as competition or should just reference the DIP Objectives.
- We assume major DIP changes will follow the standard three releases a year. Information on DIP releases should be covered in the business requirements.
- The BSC and REC both have an Issues process to enable discussion on a change before it is raised, Suggest there is reference to this in the business requirements.

SPEN	No	-
Stark	No	-
UKPN	No	-

## **Legal Text**

Respondent	Location	Comment
Citizens Advice	-	-
ESP	-	-
IMServ	-	-
NGED	-	-
NCGL	-	-
RECCo	1.5.5	States: Where a DIP User is also member of a Code Body, a breach of the DIP Supplement and any DSD shall be treated as a breach of the relevant Industry Code.
	1.11.1	This clause references Messages in capitals but the term is not defined in the Glossary or BSC Section X1.  Please confirm where this is defined.
	1.2.3	Typo – amend 'form' to 'forms' in the first line
	2.2.1	The list of DCAB reps includes Meter Services. We do not believe this term is being used in the BSC enduring text. Instead the BSC will retain reference to Meter Operator Agent and UMSO. DIP drafting should align to wider BSC definitions and also provide clarity on whether the unmetered agents are covered in the list of reps.
	2.2.3	The para below the bullets appears to be missing some commas between items e.g. changes, expenses, damages.
	2.2.4	As above, there appears to be some missing commas.
	2.6.2	Is this para required as the voting approach is set out in 2.8.
	3.1.7b	The word 'administrators' should be removed.
	3.1.7c	To be discussed – A Supplier, DNO and MOA must be a DIP User before they can be REC Qualified. They then go through Service Activation to get access to the production environment. This clause implies they have to complete qualification before completing DIP On-Boarding.
	3.2.3b(iii)	This bullet is not required as a supplier would have its licence revoked at the point a SoLR takes effect.  Similarly, with the Energy Supplier Company  Administration regime. Also, where a trade Sale takes place, it's not clear the DIP access should be revoked until the Supplier exits the codes.
	3.2.3(b)(iii)	Typo - amend MPANS to MPANs although we did not believe the term MPAN was used in the BSC which refers to MSID.
	3.2.6	Typo – amend 'Revocation' to 'Suspension' in second line

	5.1.2	Please clarify the reference to BSC provisions that relate to the DIP being subject to the BSC Modification process – does this cover changes to BSC owned DIP Flows such that changes to DIP flows are not a matter for the DIP CR process or is it referencing the changes to Sections C etc.
	Glossary	Add definition for Read Only DIP User
	Glossary	DIP Onboarding is capitalised but not defined in the Glossary
SPEN	-	-
Stark	-	-
UKPN	-	-

## **Subsidiary Documents**

DSD001 and Appendix				
Respondent	Location	Comment		
RECCo	DSD01 2.1.3	Drafting unclear		
	DSD01 3.1.4	We believe there are two significant gaps in the DIP Rules:  1. There is no clear definition of the service being		
		delivered by the DIP. There are references to the DIP as the solution supporting industry message exchange and also the DIP as the portal for viewing reports and managing service requests. We believe a clear Service Definition is required setting out the service requirements applicable to the DIP itself and also the DIP portal (linked to any service management SLAs that come from the service management work being delivered through the TORWG). This should specify how the DIP will manage message exchange and any associated non functional requirements to enable the DIP Service Provider to be held to account for delivery of the service. It should also clarify the distinction between DIP Users who need to communicate directly with the DIP and 'DIP Portal Users' who are only seeking to access reports etc.		
		2. There are missing requirements relating to DIP User interactions with the DIP. The MHHS Design includes a large number of requirements. Functional requirements have been reflected within amended provisions in industry codes, whereas the expectation is that non functional requirements and specific rules for interaction with the DIP (as set out in the E2E Solution Architecture Document would be reflected in the DIP Rules. For example, all DIP Users are required to send synchronous responses to DIP messages within xx seconds and presumably all DIP Users are required to comply with the retry approach set out in the E2E Solution Architecture. We believe this set of provisions should be referenced in para 3.1.4 and documented within a DSD.		

	<ol> <li>The change management section includes assessment and approval of change but does not cover change delivery. In particular we believe there should be requirements on the DIP Manager to maintain environments, test harnesses and test data to support change delivery and also Qualification activities.</li> </ol>	
DSD01 3.6.3	There is a statement in 3.6.1 that para 3 of DSD01 shall be considered the DIP Manager ToRs. Para 3.6.3 then states that any change to the DIP Manager ToRs requires Authority approval. Suggest this statement is softened to only cover changes to the intent, so the Authority is not required to approve typographical changes.	
DSD01 4.1.3	Para not clear, please consider re-wording the second half of the sentence.	
DSD01 4.3.1 and 4.3.7	The list of DCAB reps includes Meter Services. We do not believe this term is being used in the BSC enduring text. Instead, the BSC will retain reference to Meter Operator Agent and UMSO. DIP drafting should align to wider BSC definitions and also provide clarity on whether the unmetered agents are covered in the list of reps	
DSD01 4.4.5 and 4.4.6	Suggest this needs a caveat that the nominating years applies after the initial appointment as presumably they will all initially be appointed in 2025 and also clarity on whether the initial members will be appointed for one or three years before they get into the two year cycle.	
DSD01 4.14.1	Section 4.14 sets out rules for excluding a DCAB member with 2/3rds of DCAB in agreements. This is not consistent with reference in the Supplemental Section 2.9 to the DCAP Chair's right to exclude a DCAP Member	
DSD01 4.17.3	There is a statement in 4.17.1 that para 4 of DSD01 shall be considered the DCAB ToRs. Para 4.17.3 then states that any change to the DIP Manager ToRs requires a CR and industry consultation. Suggest this statement is softened to only cover changes to the intent, so consultation is not required to approve typographical changes.	
DSD01 5.3	For completeness, add Supplemental Section 1.8.2 rules for rejecting an appeal to the DSD	
A1 General	We have found the use of the abbreviated terms to be confusing and necessitates flicking back and forth in the document.	
	Note that in section 3.8, the incorrect abbreviations have been used – should be 'UD' rather than 'SD'	

A1.1.1.2	Will the development on the DIP Transition Plan be consulted upon with impacted parties?		
A1 1.2.1(a)	Typo – there are two sub-paras starting with 'a)'		
A1 2.1.1.	Suggest that the acceptance criteria is extended to cove the handover and explanation of all relevant inflight processes between the MHHSP and DIP Manager – thi is vital as MHHS Qualification activity and associated DIP on-boarding for Programme Participants will straddle M10.		
A1 3.1.2	The bullet points in this section are unclear. Bullet a) states that the DIP Manager is responsible for DIP changes, whereas bullet b) states that the DIP change process shall run concurrently with the MHHSP process.		
	We do not agree that the MHHSP will continue to manage the change process post M10 as MHHS provisions will be active in all industry codes at this point and go beyond the provisions within the DIP Rules. The bullets should be reversed to enable the MHHSP to be consulted on change, but they should no longer be responsible for MHHS design elements.		
	It should also be clear that neither the MHHSP / DIP Manager will be responsible for DIP Message changes (format, contents, sender / recipient) as the will be owned by industry codes as part of the M7 SCR process.		
A 3.1.2d)	Our expectation is that the DIP Flows (format, content, sender/recipient) will be agreed as part of M7 and ownership of the DIP flow will be set out in Codes. It is not clear how MHHSP or DIP Manager intend to progress design changes that impact DIP Flows after M7.		
A1 3.3.1	This para states that DSD05 shall not take effect until all DIP Payees are in a position to use the DIP. The MHHS Qualification timeline extends to M14, therefore this is the point all Suppliers (DIP Payees) should be in a position to use the DIP. We do not believe the expectation is that enduring funding arrangements will be deferred until M14 and therefore this para needs to be clear that funding commences by M11 / M12 when the central systems are ready to commence live operations and support MHHS migration. At this point all Suppliers should pay a share of DIP costs, not just those who have completed MHHS Qualification and are actively utilising the functionality		
A1 3.4.2	This para states that responsibility for oversight of the DIP Service Provider shall occur no later than M10. As these provisions will not take effect until M10 its not clear		

		why this section references the MHHSP. Is 3.4.1 covering the position pre M10 or is the intention to separate the service desk from the wider DIP Manager responsibilities for managing the DIP Service Provider.
	A1 3.5.3	Typo – replace 'and' with 'and/or' in second line to replicate other instances in the drafting
	A1 3.5.4	The double negative is confusing, we suggest this should state: Where the DIP Manager is not satisfied that Market Participants taking part in SIT and/or MHHS Qualification have not met the requirements of DSD002
	A1 3.5.4	The DIP Manager should be actively engaging with the MHHSP to ensure that all onboarding requirements are met through the MHHS Qualification process. Code Bodies will not grant qualification without confirmation from the DIP Manager that the participant has met any such criteria. Therefore, we do not agree this statement that gaps will be addressed as part of the Transition Plan.
	A1 3.5.6	This statement is incorrect. The milestone date by which different type of DIP User need to Qualify are set out in the Qualification Approach and Plan. Suggest this para is removed or reference is provided to the 'Qualification Plan' defined in Section C of the BSC.
	A1 3.7.1	Reference is made to the ISMS for the DIP Ecosystem passing from MHHSP to DIP Manager at M10. Please can responsibility for SIT party and non-SIT LDSO ISDM assurance around M10 be clarified.

DSD002 and Appendices		
Respondent	Location	Comment
IM Serv	DSD002 A2 3.1.2	What frequency are standard security controls reviewed and updated
	DSD002 A2 3.2 e	Where are the standard terms documented outside of the DIP interface
	DSD002 A2 3.2.2	What is the process for informing participants of any material or substantial changes prior to releasing new terms that are mandatory?
RECCo	DSD002 General	It is not clear from the drafting what the DIP is e.g. the distinction between the message exchange platform and the wider portal provisions. As stated previously, we believe there should be a DIP service description explaining this and the requirements applicable to the DIP Service Provider.
	DSD002 General	What happens if an organisation wishes to access the DIP Portal for reporting but is not going to exchange messages with the DIP via the API e.g. Ofgem or code bodies other than BSCCo and RECCo (who manage services needing a connection to the DIP and therefore require Digital Certificates). Are these organisations captured within the definition of DIP Users or are there DIP Portal users? Will

	they be required to enter into an Access Agreement? The list of roles in 2.5.1 includes Certificate Administrators but not all DIP Portal users will need security certificates if they are simply viewing reports. Is the intention that recipients of reports are referred to as 'Read- Only DIP Users'? This term is not defined.
DSD002 1.1.3	This para refers to messages being 're-directed', We do not believe any messages should be re-directed. The DIP provisions define the message recipients and should be routed to the correct supplier based on registration data received from the CSS (via the SMRS).
DSD002	The BSC does not use the term Metering
1.1.	Service. This should refer to the Smart /
1.1.	Advanced MOA as per the wider BSC provisions.
	Also the BSC uses UMSDS to refer to the
	Unmetered Supplies Data Service.
	Offinetered Supplies Data Service.
	Also the BSC refers to the Supplier Meter
	Registration Service (SMRS) rather than
	Registration Service (SWRS) rather than Registration Service
	Negistration Service
	Also Meter Data Recorders are Meter Data
	Retrievers in the BSC and SEC
DSD002	This only refers to BSC and REC Qualification.
2.3	This document also applies to MDR whose
2.0	qualification sits outside these two codes.
	qualification one databas the deads.
	Typo – not clear/missing words
DSD002 2.6.2h)	
	There is a statement that all DIP Applicants will be required to agree to terms and / or agreements required by the DIP Service Provider or DIP Verification Service Provider. This feels like a substantive obligation and should therefore be included in the DIP Supplement itself (alongside the requirement to sign an Access Agreement)
2.6.2h) DSD002	be required to agree to terms and / or agreements required by the DIP Service Provider or DIP Verification Service Provider. This feels like a substantive obligation and should therefore be included in the DIP Supplement itself (alongside the requirement to sign an Access
2.6.2h) DSD002 2.7.4	be required to agree to terms and / or agreements required by the DIP Service Provider or DIP Verification Service Provider. This feels like a substantive obligation and should therefore be included in the DIP Supplement itself (alongside the requirement to sign an Access Agreement)
2.6.2h) DSD002 2.7.4	be required to agree to terms and / or agreements required by the DIP Service Provider or DIP Verification Service Provider. This feels like a substantive obligation and should therefore be included in the DIP Supplement itself (alongside the requirement to sign an Access Agreement)  This para mentions that the DIP Manager will
2.6.2h) DSD002 2.7.4	be required to agree to terms and / or agreements required by the DIP Service Provider or DIP Verification Service Provider. This feels like a substantive obligation and should therefore be included in the DIP Supplement itself (alongside the requirement to sign an Access Agreement)  This para mentions that the DIP Manager will check whether the DIP applicant already has a
2.6.2h) DSD002 2.7.4	be required to agree to terms and / or agreements required by the DIP Service Provider or DIP Verification Service Provider. This feels like a substantive obligation and should therefore be included in the DIP Supplement itself (alongside the requirement to sign an Access Agreement)  This para mentions that the DIP Manager will check whether the DIP applicant already has a Licence as part of the initial checks. It should be
2.6.2h) DSD002 2.7.4	be required to agree to terms and / or agreements required by the DIP Service Provider or DIP Verification Service Provider. This feels like a substantive obligation and should therefore be included in the DIP Supplement itself (alongside the requirement to sign an Access Agreement)  This para mentions that the DIP Manager will check whether the DIP applicant already has a Licence as part of the initial checks. It should be clarified here that having a licence at the time of
2.6.2h) DSD002 2.7.4	be required to agree to terms and / or agreements required by the DIP Service Provider or DIP Verification Service Provider. This feels like a substantive obligation and should therefore be included in the DIP Supplement itself (alongside the requirement to sign an Access Agreement)  This para mentions that the DIP Manager will check whether the DIP applicant already has a Licence as part of the initial checks. It should be clarified here that having a licence at the time of applying to become a DIP user is not a
2.6.2h) DSD002 2.7.4	be required to agree to terms and / or agreements required by the DIP Service Provider or DIP Verification Service Provider. This feels like a substantive obligation and should therefore be included in the DIP Supplement itself (alongside the requirement to sign an Access Agreement)  This para mentions that the DIP Manager will check whether the DIP applicant already has a Licence as part of the initial checks. It should be clarified here that having a licence at the time of applying to become a DIP user is not a requirement. For new entrants, Ofgem Market
2.6.2h) DSD002 2.7.4	be required to agree to terms and / or agreements required by the DIP Service Provider or DIP Verification Service Provider. This feels like a substantive obligation and should therefore be included in the DIP Supplement itself (alongside the requirement to sign an Access Agreement)  This para mentions that the DIP Manager will check whether the DIP applicant already has a Licence as part of the initial checks. It should be clarified here that having a licence at the time of applying to become a DIP user is not a requirement. For new entrants, Ofgem Market Entry guidance prescribes that an applicant
2.6.2h) DSD002 2.7.4	be required to agree to terms and / or agreements required by the DIP Service Provider or DIP Verification Service Provider. This feels like a substantive obligation and should therefore be included in the DIP Supplement itself (alongside the requirement to sign an Access Agreement)  This para mentions that the DIP Manager will check whether the DIP applicant already has a Licence as part of the initial checks. It should be clarified here that having a licence at the time of applying to become a DIP user is not a requirement. For new entrants, Ofgem Market Entry guidance prescribes that an applicant should apply for a licence when they are getting
2.6.2h) DSD002 2.7.4	be required to agree to terms and / or agreements required by the DIP Service Provider or DIP Verification Service Provider. This feels like a substantive obligation and should therefore be included in the DIP Supplement itself (alongside the requirement to sign an Access Agreement)  This para mentions that the DIP Manager will check whether the DIP applicant already has a Licence as part of the initial checks. It should be clarified here that having a licence at the time of applying to become a DIP user is not a requirement. For new entrants, Ofgem Market Entry guidance prescribes that an applicant should apply for a licence when they are getting close to being ready to carry out the licensable

	this requirement as soon as possible after a licence is granted. Ofgem's guidance for electricity Suppliers states "Applicants for an electricity supply licence are therefore expected to have made progress with the BSC and REC entry testing processes prior to making their application." – this currently includes CSS and DTN testing and should in future include DIP testing.	
DSD002 2.8.4	To operationalise section 2.8.4, for RECCo/REC Code Manager to share applicant information with the DIP Manager, there must be an agreed provision within REC that allows it. Also, the process needs to be agreed to confirm what information is required by the DIP Manager and how this will be shared securely.	
DSD002 2.11.4 and 2.11.5	To be discussed with code bodies as this does not align to our latest understanding of the enduring DIP onboarding approach. In particular we would not expect to see parties required to send messages outside their scope or in an incorrect format in order to test their exception processes.	
DSD002 2.12.5	This para should be expanded to cover the option for Code Bodies placing reliance on the DIP Manager's Non-Functional On-boarding checks.	
DSD002 2.16	This section covers onboarding fees being applied to new DIP User types. The rationale for new user types being required to pay for onboarding has not been set out within the consultation document. We believe this should be an option for the DIP Manager rather than an explicit statement that this approach will apply.	
DSD002 section 4	When off-boarding a DIP user, the DIP Manager should consider informing other DIP users so they can assess any impacts and take mitigating actions.	
DSD002 4.1.1	Section 4.1.1 should consider the scenario of market exit but where the DIP user doesn't voluntarily off-board. In 4.1.1 (b), in addition to breach of the Industry Code, there should be a provision for offboarding following instructions from relevant Codes (especially for roles that don't need a licence- MEMs, etc).	
DSD002 Section 5	Section 5 is very specifically applicable to Suppliers. Consider including trade/portfolio sales for other market roles.	

DSD002 5.2 - 5.4	The description of the SoLR within the DSD is not clear. References to DIP User in 5.2.2. and 5.2.3 do not clarify if its the Failing Supplier or the Replacement Supplier. Also 5.2.4 should reference the transfer of the MPID and DIP Id from the Failing Supplier to the Replacement Supplier which is what ensures messages are routed to the correct endpoint.  The transfer of MPIDs will need to occur at midnight when the failing supplier licence is revoked to ensure messages are routed correctly.  5.4 implies that the Failed Supplier could retain access to the DIP. This should not occur as the Failed Supplier will have had its Supply Licence revoked and the relevant certificates should be revoked.	
A1.1.1	Please could you confirm where this list has originated from as this has extended beyond the information listed in the original DIP CoCo (which has now been removed from the CoCo). Has this been agreed via the MHHS Security Advisory Group?	
A1 1.1.1 g	As flagged in previous confirmation, we would like clarity on this requirement. Connection to the DIP is not a physical connection and therefore it is not clear why the DIP Manager would require a logical network schematic. The MHHSP has previously confirmed this is not required	
A1.1.1 e and m	Are both these bullets required as they both cover data protection requirements. Suggest these could be merged.	
A1 1.1.2	Typo - 'do' rather than 'to' in first line	
A2 3.4.1	Typo – should be Energy Market Data Specification rather than EMAR	
A2 3.4.2	This clause references SwaggerHub. Please could you confirm if this is an enduring solution and if it will fall under DIP governance. If so, the DIP Manager will be responsible for ensuring it is aligned to the Energy Market Data Spec which defines the DIP messages and is subject to code change governance	
A4 1.2.2d)	Typo – sub paras should be a) and b)  Why is the right to propose a DIP CR linked to the Access Agreement – anyone can raise a DIP CR (do not need to be a DIP User)	
A4 1.3.2a)	Is there a typo 'rights, licences' rather than 'rights licences'?	
A4 4.3.3	As a DIP User, we would not be comfortable with an automatic right to publish Confidential information without agreement in advance. By way of example, as part of the audit they may access RECCo service provider contracts and then publish commercially confidential information gleaned from such contracts. RECCo would then be in breach of contract with its	

	service provider. That is not something we could allow.
A4 4.4.1	This para requires DIP Users to comply with any findings of Assurance prepared by the DIP Manager. We believe this should include a reference to any such requirements being reasonable and achievable

DSD003	DSD003		
Respon	dent	Location	Comment
RECCo	DSD003 3.2.1	This para states that the DIP Manager may create and share reports (subject to the requirements of DSD006 'DIP Information Security and Data Management') regarding DIP Users' use of the DIP with organisations such as (but not limited to). This needs better qualification. It is not just the DIP Users' use of the DIP, they may also need to share reports with the REC Code Manager to assess compliance with processes facilitated by the DIP. Whilst section 1.1.2 captures this, it should be carried forward in section 3.2.	
	DSD003 3.3	This para should take into account provisions to facilitate reporting to Code Bodies in line with para 1.1.2.	
	DSD003 4.1.3	This para states that the DIP Manager will work with the Code Bodies to identify and address non-compliance. We would request that this drafting is clearer and references a notification to the relevant code body where there are non compliances identified against REC Parties. In addition, there needs to be clarity and agreement on the roles and responsibilities between the DIP Manager and the Code Bodies to ensure vires are clear and do not overlap.	

DSD004		
Respondent	Location	Comment
RECCo	DSD004 2.3.2	This para states that where a Code Body identifies that a change to their Industry Code may impact the DIP, a DIP CR should be raised by that Code Body pursuant to this DSD.
		We have two concerns with this section:
		We do not agree that it is the Code Bodies responsibility to raise a CR instructing the DIP Service Provider to make a change. Where an

	industry change is being progressed that impacts the DIP rules, then we would expect the DIP Manager to raise a DIP CR as agreed with the CCAG.  2) Where a change to a DIP message is progressed, this is not expected to require a change to the DIP rules. We would expect the DIP Manager to manage the contractual arrangements requiring the DIP Service Provider to make the changes to the DIP. This is the same approach RECCo follows with the EES and GES, where a contractual CR is raised with the service provider to deliver a change following a code CP. This requires the DIP Manager to have a change budget to facilitate deliver of change to wider industry codes which is in addition to a change budget to fund changes to the DIP rules.
DSD004 2.12	This section relates to message formats and provides information regarding engagement with the CCSG. We believe the information regarding CCSG should be included in a more generic section as it is not just relevant to change impacting message formats.  Secondly, we believe it would be clearer to refer to Message Definitions rather than Message and Data Item Formats as changes will apply to more than just the message formats.
DSD004 2.12.3 f)	This clause references decision by the DIP Manager / DCAB. We do not agree that a secondary decision is required by the DIP Manager / DCAB. The message formats should be agreed in accordance with the governance defined in the owner code and the DIP Manager should then progress the contractual CR with the DIP Service Provider. There is no requirement for a DIP CR. This aligns with the approach taken with DTN changes where ElectraLink deliver changes approved through the codes without the need for a parallel DTSA change.

DSD005		
Respondent	Location	Comment
-	-	-

DSD006		
Respondent	Location	Comment
RECCo	DSD006 General	The document makes many references to the ISO 27000 series. The ISO 27000 is also extremely onerous and inappropriate for many entrants. This is appropriate only for the largest entities and will form a barrier to entry. If they want a standard to apply the only appropriate one is the Cyber Essentials Plus, which was created by BEIS for this purpose and is now operated by NCSC. Any non-industry standard will need to be topped up with DIP-specific controls.
	DSD006 2.1	DSD002-A1, section 1.1.2 states "DIP Users to not need to have ISO 27000 series (or equivalent) certification – see DSD006 'DIP Information Security and Data Management' for further details." – this doesn't appear to be aligned to DSD006. To remove ambiguity, we recommend all ISDM requirements be captured in one document to prevent the need for DIP users to refer to multiple documents to identify requirements and also to prevent requirements from being misaligned.
	DSD006 2.1.2	If parts of the ISO are not applicable, then who decides what is applicable and when. DIP Users require a clear view of the requirements in advance of any audits to avoid disagreements and appeals.
	DSD006 2.2.2	This clause requires DIP Users to provide their Cyber Incident response plan to the DIP Manager. Incident processes would generally be internal documents. How will the DIP Manager protect this confidential information?
	DSD006 3.2	The DIP Manager should consider that SEC covers information security assurance and therefore there should be an explicit requirement for the DIP manager to rely SEC information security assurance where it exists and only conduct incremental assessments of specific DIP information security controls as a proportionate measure. SEC will always need to retain the higher standards because of the potential implications that SEC issues could cause on the provision of energy, that do not arise through information security issues related to the DIP.
	DSD006 3.3	We understand that the DIP Manager will be identified as a Data Processor rather than the Data Controller. If this is the case, please could

		you confirm why DIP Users are required to report personal data breaches to the DIP Manager.
	DSD006 3.3.1	Reporting on data protection incidents should be qualified so it is relevant to the DIP, not any data protection incident. The current drafting is both onerous and unnecessary.
	DSD006 4.2.3	This paragraph states that data release will seek advice/permission from the owner of the data. However, to provide Code Bodies data for performance monitoring, the DIP manager should not require consent from market participants.  Also, the principles of governance to determine appropriate reporting should be defined here in section 4.2 i.e. who holds the final decision on whether a requested report will be shared.
	DSD006 4.3.1	The 'Public' data classification is unclear.  Typically, public data would be data in public domain so unlikely to have any restrictions.