

DCP 280 Draft Legal Text

Clarification of TRAS Accession Process

Add the following definitions to Clause 1.1:

“Consumption File”	has the meaning given to that expression in paragraph 8.1 of Schedule 25 (Theft Risk Assessment Service).
“Hunter System”	means the system of that name developed by the TRAS Service Provider under the TRAS Contract, as more particularly defined in the TRAS Contract.
“Outcome File”	has the meaning given to that expression in paragraph 8.1 of Schedule 25 (Theft Risk Assessment Service).
“Outlier”	means a premises identified as having a lower than expected electricity consumption for the relevant property/customer type, as more particularly defined in the TRAS Contract.
“Qualified Outlier”	means an Outlier that has been ranked according to propensity for Outlier to be caused by theft, as more particularly defined in the TRAS Contract.
“Secure Transfer System”	means a managed file transfer solution designed to enable secure file transfer between the Supplier Party and the TRAS Service Provider, as agreed between the Supplier Party and the TRAS Service Provider.
“STS”	refers to the Secure Transfer System.
“Theft Risk Assessment Methodology”	means the methodology from time to time for determining Outliers, Qualified Outliers and the Theft Target, as more particularly defined in the TRAS Contract.

“Theft Target”	means the electricity theft detection target from time to time and in respect of particular periods of time, as more particularly defined in the TRAS Contract.
“TRAS Contract Manager”	means one or more persons appointed under contract from time to time by DCUSA Ltd (potentially jointly with SPAA Ltd) to administer and manage some or all of the TRAS Contract on behalf of DCUSA Ltd.

Amend the following definition in Clause 1.1:

“TRAS Service Provider”	means the person or persons with which DCUSA Ltd contracts from time to time for provision of the Theft Risk Assessment Service Arrangements (but excluding the Secretariat in its role as Secretariat <u>and excluding the TRAS Contract Manager</u>).
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Amend paragraph 6.4 of Schedule 25 as follows:

6.4 DCUSA Ltd may disclose each Supplier Party's Supplier Data to the Secretariat, and/or to the TRAS Service Provider and/or the TRAS Contract Manager (in each~~either~~ case) insofar as is necessary for the purposes of the Theft Risk Assessment Service Arrangements. DCUSA Ltd shall be responsible for any disclosure of such data by the Secretariat or the TRAS Contract Manager otherwise than in accordance with this Paragraph 6. DCUSA Ltd shall have no obligations in respect of disclosure by the TRAS Service Provider. The TRAS Service Provider's right to disclose the Supplier Data shall be subject to the TRAS Contract, in respect of which the Supplier Parties are intended to have directly enforceable rights (as set out in Paragraph 7.4).

Amend paragraphs 8.1 to 8.5 of Schedule 25 as follows:

8.0 The Secretariat shall monitor the number of Metering Points Registered to each Supplier Party based on the data received pursuant to Clause 12.12.1. Once a Supplier Party is Registered for its first Metering Point:

- (a) the Secretariat shall notify the Supplier Party and the TRAS Service Provider;
- (b) the Supplier Party shall take all reasonable steps necessary to fulfil the preliminary steps required under the TRAS Contract so that the Supplier Party can submit data in accordance with this Paragraph 8 (as notified to the Supplier Party by the TRAS Contract Manager); and
- (c) the Supplier Party shall commence its compliance with the remainder of this Paragraph 8 within 3 months after it is Registered for its first Metering Point.

8.1 Each Supplier Party shall take all reasonable steps to obtain a copy of the TRAS Service Provider's detailed programming manual from time to time and agree with the TRAS Service Provider a specification and computer readable format for the data fields listed in Appendix 2. The data fields listed in Appendix 2 fall into two categories (as further described in Appendix 2), which comprise:

- (a) information in respect of residential premises and commercial premises supplied by the Supplier Party; and
- (b) information in respect of theft investigations by or on behalf of the Supplier Party,

data files containing such data fields, in the specification and format so agreed, being for each Supplier Party the "**Consumption File**" and the "**Outcome File**", respectively.

8.2 When a Supplier Party populates data fields under Paragraph 8.4, the Supplier Party has the option whether or not to populate those data fields which are described in Appendix 2 as 'preferred' (rather than 'mandatory').

8.3 When a Supplier Party populates data fields under Paragraph 8.4 which are described in Appendix 2 as 'mandatory' (rather than 'preferred'), or populates data fields under Paragraph 8.5 (regardless of whether they are described in Appendix 2 as 'preferred' or 'mandatory'), then the Supplier Party:

- (a) must use all reasonable endeavours to provide the data it holds in respect of those data fields (but need not provide the data where it does not hold the required data in a readily accessible and extractable electronic format);
- (b) must, where the Supplier Party does not hold the required data in a readily accessible and extractable electronic format, use all reasonable endeavours to provide any comparable alternative data that the Supplier Party does hold in such format; and
- (c) is not otherwise obliged to provide the data.

8.4 Between 30 June 2015 and 31 July 2015, each Supplier Party shall provide to the TRAS Service Provider (via the ~~secure~~-STS ~~service~~-agreed between that Supplier Party and the TRAS Service Provider) the Supplier Party's:

- (a) ~~Supplier Data~~Consumption File populated with the data for all the Metering Points for which it is Registered as at 30 June 2015 or any subsequent date up to and including the date of the file's provision to the TRAS Service Provider; and
- (b) Outcome File populated with investigation data covering the 24 months to 1 June 2015.¹

8.5 By 17.00 hours on the 5th Working Day after the 5th calendar day of each calendar month starting with November 2015, each Supplier Party shall provide to the TRAS Service Provider:

- (a) the Supplier Party's Consumption ~~Data~~-File populated with the data for all the Metering Points for which it is Registered as at the end of the 5th calendar day

¹ Paragraphs 8.2, 8.3 and 8.4 may be amended by DCP277. This CP is not intended to overwrite any change made by DCP277.

of the month (to be provided via the ~~secure~~-STS ~~service~~ agreed between that Supplier Party and the TRAS Service Provider); and

- (b) the Supplier Party's updates to the data in the Outcome File populated with updates to the end of the 5th calendar day of the month (to either be provided via the ~~secure~~-STS ~~service~~ agreed between that Supplier Party and the TRAS Service Provider, or via the Hunter System ~~provided for that purpose by the TRAS Service Provider~~).

Amend paragraphs 1-5 of Appendix 1 to Schedule 25 as follows:

1. THEFT RISK ASSESSMENT METHODOLOGY ~~(TRAM)~~ OVERVIEW

1.1 The TRAS Service Provider's Theft Risk Assessment Methodology (TRAM) is a two stage process established in accordance with the TRAS Contract.

- **Stage 1:** Identifies low consumption customers (referred to as "Outliers") by comparing actual consumption at a supply point against a modelled consumption for that property/customer type (referred to as "Classification"). Classifications will be constructed based on the TRAS Service Provider's data sets covering property type and occupant information. The TRAS Service Provider will use its data to calculate expected consumption for each Classification. By processing actual consumption data compared to expected consumption data pertaining to a given Classification per Supply/Metering Point, this will generate the low consumption Outlier file.
- **Stage 2:** Qualification of Outliers by looking for markers which indicate a motivation and propensity for a customer to perpetrate theft. Such qualification will be undertaken using the TRAM decision engine which will apply scorecards based on customer and property variables from both Supplier and TRAS Service Provider data sources such as property, credit and fraud. Such scorecards will rank Outliers based on their propensity to be committing theft, which will subsequently be provided to relevant Suppliers (referred to as "Qualified Outliers").

- 1.2 The TRAS Service Provider will refine those aspects of the TRAM which are within its control based on:
- actual data gathered in year 1 of operation; and
 - analysis performed on Qualified Outliers and associated outcomes across all Suppliers ~~as consolidated within the "Supplier Data Warehouse" (as defined in the TRAS Contract)~~; and
 - publicly available industry data where appropriate.
- 1.3 The TRAS Service Provider will use the data recorded in its theft alert and case management system ([referred to as the "Hunter System"](#)) to see a consolidated cross Supplier perspective on theft trends in a way that will not compromise security of Supplier Data between Suppliers. The TRAS Service Provider will use this to identify theft hotspots enabling further refinement of the TRAM.
- 1.4 The TRAS Service Provider will analyse the theft trends and patterns to enable evaluation and fine-tuning of the detection rules.
- 1.5 The TRAS Service Provider will use the Hunter System tools to analyse the comparative performance of each Supplier's theft investigations to identify areas of best practice.

2. THEFT TARGET OVERVIEW

The TRAS Service Provider will use a data and analytics driven approach to establishing the Theft Target.

- 2.1 Within 12 months of the services start date (as defined in the TRAS Contract) using the theft target methodology developed during the initial 9 months after go-live date under the TRAS Contract, the TRAS Service Provider will establish separate annual targets for the detection of theft of gas and electricity for the gas and electricity supply markets ([referred to as the "Theft Target"](#)).
- 2.2 The TRAS Service Provider will recalculate the Theft Target every twelve months thereafter using the theft target methodology (and making any refinements required to the methodology based on operational experience) and deliver this to SPAA Ltd and

DCUSA Ltd for their agreement recognising the expectation that any revised Theft Target supports further reductions in theft of gas or electricity when compared to the existing Theft Target.

3. TRAS SERVICE PROVIDER SOLUTION OVERVIEW

- 3.1 The TRAS Service Provider solution will accumulate energy usage and customer information, creating a history of activity for each meter point in Great Britain. The primary sources for such data will be the Consumption Files, input from the Energy Theft Tip-Off Service and investigation results data from Suppliers.
- 3.2 Data standardisation and quality check routines developed pursuant to the TRAS Contract convert and verify the Consumption Files, provided in computer readable formats, agreed separately with each Supplier.
- 3.3 Consumption Files will be sent to the TRAS Service Provider via ~~the~~ Secure Transfer System in a format agreed individually with each Supplier. The data will be standardised. The TRAS Service Provider will provide Supplier management information reports regarding the success of each Consumption ~~F~~ile load.
- 3.4 The initial Consumption Files (to be provided between 30 June and 31 July 2015) will be used in conjunction with the TRAS Service Provider Data to create commercial and residential peer group classifications which the TRAS Service Provider will use to calculate normalised consumption figures for each ~~Classification~~ classification.
- 3.5 The TRAS Service Provider solution will utilise data matching and comparison algorithms which will compare consumption figures contained within Supplier Data ~~F~~iles to an expected consumption model. If a statistically significant variation is detected, such variation will be identified by the TRAS Service Provider as consumption and written to the Outliers ~~File~~ file for further processing against the scorecards by the TRAM decision engine.
- 3.6 The TRAS Service Provider will develop "~~S~~ervice ~~O~~utputs" from both the data contained in Consumption Files and TRAS Service Provider data. Service ~~O~~utputs will contain that information required to assign Qualified Outliers to the correct

Supplier. The TRAS Service Provider will provide a summary of the components, rationale and resulting data variables used to create Qualified Outliers.

- 3.7 The TRAS Service Provider will deliver ~~S~~service ~~O~~outputs to Suppliers via its Hunter System or via the Secure Transfer Service "~~STS~~"-interface. The method of delivery will be agreed with SPAA Ltd and DCUSA Ltd.

4. OPERATION OF TRAS SERVICE PROVIDER SOLUTION

- 4.1 Key interaction points between Suppliers and the TRAS Service Provider shall be measured from an agreed cut-off point each month. The key interaction points between The TRAS Service Provider and each Supplier are identified in table 1 below:

Table 1 (Supplier and TRAS Service Provider Key Interaction Points)

Calendar Day	Outline Service Level Definition
Supplier Data Cut-Off Point	The point at which all Suppliers will set their data extracts being fifth calendar day of each month for electricity and the fifth gas day of every month for gas.
Data File Delivery Date (DFDD)	The latest date each month by when the Suppliers must submit their Consumption File to the TRAS Service Provider's STS, which is defined as 17:00 hours on the fifth working day following the Supplier Data Cut-Off Point.
DFDD+1 to DFDD+8	TRAS Service Provider validates, converts, undertakes quality checks and loads Consumption Files into the TRAS Service Provider solution.
DFDD+9	TRAS Service Provider makes available the monthly management information data file Management Information reports to the Supplier STS instances and notifies nominated Supplier contacts via email.
DFDD+9 to DFDD+26	Theft Lead-lead processing – Outliers identified, TRAS Service Provider data introduced, TRAM process completed.
DFDD+27	Qualified Outliers delivered to Suppliers via the Supplier Hunter System or STS interface.
DFDD+29	Monthly output service level report provided to SPAA Ltd and DCUSA Ltd.

- 4.2 The TRAS Service Provider will host the infrastructure required to operate TRAS architecture within its data centre.
- 4.3 The TRAS Service Provider will provide a frontline help desk to receive calls, log them and handle issue escalation as identified in the TRAS Contract.
- 4.4 The TRAS Service Provider will provide a dedicated team who will undertake the following activities:
- receipt of Consumption Files;
 - conversion;
 - quality checks and loads;
 - monthly Consumption File reports;
 - management of second line support;
 - database maintenance and fixes;
 - data queries;
 - minor upgrades; and
 - amendments.
- 4.5 The TRAS Service Provider will provide specialist resource to undertake the following activities:
- analytic activities to annually refresh theft propensity scorecards;
 - annual refresh of the residential and commercial segmentation;
 - assess performance improvement recommendations;
 - perform benchmarking activities; and
 - Theft Target definition.

5. DATA PROTECTION AND PRIVACY

The TRAS Service Provider will take steps to ensure that all personal data provided by the Suppliers and held ~~in the TRAS Service Provider's~~~~in the Supplier Data Warehouse~~ is accurate and up to date and additionally:

- 5.1 The TRAS Service Provider's compliance team will perform regular reviews of the Supplier data in the ~~TRAS Service Provider's~~~~Supplier Data Warehouse~~ to ensure the data is amended or deleted when it is no longer necessary for the purposes of TRAS and this will also be communicated to SPAA Ltd and DCUSA Ltd.
- 5.2 The TRAS Service Provider will receive Consumption Files and will load these to the ~~TRAS Service Provider's~~~~Supplier Data Warehouse~~ in accordance with paragraph 3.1 above.
- 5.3 The TRAS Service Provider will validate Supplier data before being loaded to the ~~TRAS Service Provider's~~~~Supplier Data Warehouse~~ to ensure the data is correctly associated with the correct individual.
- 5.4 The TRAS Service Provider will ensure that sensitive personal data will not be shared between Suppliers; this information will only be available to view by the Supplier who originates the record.
- 5.5 For the TRAS services, appropriate retention periods and justifications will be agreed between Suppliers and the TRAS Service Provider prior to the submission of ongoing monthly data feeds, and a documented retention schedule will be developed covering Supplier data items.

Amend paragraphs 9.1 and 9.2 of Appendix 1 to Schedule 25 as follows:

- 9.1 The TRAS Service Provider shall use hardware which meets the requirements of the TRAS Service Provider ~~S~~solution as set out in the TRAS ~~Contract~~~~Service Provider's~~ ~~Hosting Services Specification~~ and the requirements of this Schedule.

- 9.2 Without prejudice to paragraph 9.1, the TRAS Service Provider shall ensure that the ~~S~~system architecture is scalable. The ~~S~~system architecture shall be designed such that from the ~~O~~perational ~~S~~services ~~E~~commencement ~~D~~date the ~~S~~service ~~L~~levels specified in TRAS Contract Schedule 3 (Service Levels and Performance) will be met after the baseline volumes are increased by up to 40% without the need for an upgrade.

Amend paragraphs 12.1 and 12.2 of Appendix 1 to Schedule 25 as follows:

- 12.1 The TRAS Service Provider shall provide ~~D~~data ~~C~~entre ~~S~~sites.
- 12.2 The TRAS Service Provider shall ensure that ~~the each~~ ~~D~~data ~~C~~entre ~~S~~site:
- (a) is located within the European Economic Area;
 - (b) satisfies the Tier III Data Centres standards for the TRAS Service;
 - (c) is located so as to reduce the potential impact of an external incident;
 - (d) is protected against fire - the TRAS Service Provider shall demonstrate that the fire suppression used is maintained regularly and conforms to the TRAS Service Provider's health and safety policy;
 - (e) is protected against flood - the TRAS Service Provider shall demonstrate that the flood detection system used is maintained regularly and conforms to the TRAS Service Provider's health and safety policy; and
 - (f) is maintained in a climate controlled environment - the TRAS Service Provider shall ensure that there is sufficient capacity to maintain the environment within the systems operating temperatures at all times including times of preventative maintenance and failure of any single air conditioning device.

Amend paragraphs 13.2 and 13.6 of Appendix 1 to Schedule 25 as follows:

13.2 The TRAS Service Provider shall in respect of the Suppliers specified by SPAA Ltd and/or DCUSA Ltd:

- (a) provide any software, other than ~~Commercially-available off-the-shelf-Off The Shelf (COTS)~~ software, necessary to be resident on a computer on the Supplier's site to support access to the services;
- (b) provide the ability to configure the network allowing for testing for upgrades, outages and disaster recovery tests to take place whilst not affecting the running of the live service in accordance with the service levels under the TRAS Contract; and
- (c) if the TRAS Service Provider uses a common network provider, then the boundaries between the TRAS Service Provider and the common network provider shall be clearly defined and documented; and the TRAS Service Provider shall not be relieved of its obligations under the TRAS Contract.

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13.6 Any networking product used shall be a fully supported release of a ~~Commercially-available off-the-shelf-Off The Shelf~~ product.

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2 November 2016