



Market Participant,

In the event of a no-deal Brexit, the United Kingdom will in the eyes of the European Union become a third country from a Data Protection perspective. Although the UK has stated that personal data transfers to the EU will not be affected, EU authorities have advised that the reverse will not be the case. For transfers of personal data to the UK from the EU, additional safeguards will have to be put in place, in accordance with GDPR.

The Hub for the Retail Market Messaging Solution is hosted in Northern Ireland by ESB Networks in conjunction with NIE Networks. ESB Networks has identified that the Retail Market Messaging solution will therefore be impacted.

In order to comply with GDPR in the event of a no-deal Brexit, it will be necessary to put in place two separate “Standard Contractual Clauses” otherwise known as “Model Contracts” between ESB Networks and all other market participants.

Clause A

ESB Networks as Data Importer and Market Participants as Data Exporters (Controller to Controller)

ESB Networks imports Market Messages from Market Participants based in the Republic of Ireland (and other EU countries) to the Retail Market Messaging Hub based in Northern Ireland.

Clause B

ESB Networks as Data Exporter and Market Participants as Data Importers (Controller to Controller)

ESB Networks exports Market Messages via the Retail Market Messaging Hub based in Northern Ireland on to Market Participants who are based in the UK (or other non EEA countries).

In the time available, it is not practical to conclude separate contracts on a one-to-one basis with each market participant. ESB Networks has therefore decided to adopt the Standard Contractual Clauses on a unilateral basis. The relevant clauses are the standard Set II Controller to Controller clauses as approved by the European Commission.

ESB Networks has published these clauses on the RMDS website [here](#).

With effect from 29th March (or any later date when a no-deal Brexit takes effect), these standard contractual clauses will take effect and will be regarded as binding on all market participants.

No action is required to be taken by Market Participants. Continued use of the Market Messaging Solution is regarded as acceptance of these terms.

ESB Networks believes this is a reasonable approach, as

- It eliminates each market participant's risk of non-compliance with GDPR when sending market messages to Northern Ireland.
- Standard Contractual Clauses are the only practical solution to this problem and individual negotiations would inevitably end up with the same result;
- the Standard Contractual Clauses contain obligations on both importer and exporter which are already being met by entities who have appropriate GDPR compliant processes in place



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