

Dated the [] day of [] 20[]

**(1)
ESB NETWORKS D.A.C**

-AND-

(2) []

ACCESS AGREEMENT

ESB Networks Retail Electricity Market Access Systems

**Legal Services
Electricity Supply Board
39-41 Merrion Square
Dublin 2**

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CONTRACT DOCUMENT

THIS AGREEMENT is made on the [] of [] 20[]

BETWEEN

- (1) **ESB NETWORKS D.A.C.** a designated activity company incorporated in Ireland (company registration number 465172) whose registered office is at Clanwilliam House, Clanwilliam Place, Dublin 2 D02 CV61 (hereinafter referred to as "**ESBN**") which expression shall include its assigns and legal successors in title under any restructuring of ESBN by the Government of the Republic of Ireland of the One Part; and
- (2) [] a company incorporated in [] under Registration No. [] whose registered office is situate at [](hereinafter referred to as the "**Market Participant**" which expression shall include each of its employees, agents and subcontractors, legal successors in title or permitted assigns).

WHEREAS:

- A. ESBN is the Distribution System Operator ("DSO") of the Irish electricity distribution network by virtue of a Distribution System Operator Licence ("DSO Licence") issued to it by the Commission for Energy Regulation (now known as the Commission for Regulation of Utilities) pursuant to the Electricity Regulation Act 1999 (as amended).
- B. The Market Participant is licenced or otherwise authorised to deal with customers in the electricity market of the Republic of Ireland.
- C. Pursuant to Conditions 8 and 9 of the DSO Licence, ESBN has established a Meter Point Registration Service under which it collects, holds and makes available to Market Participants certain data relating to the use of the distribution system network and the consumption of electricity by end users.
- D. The provision of data and other functions of the Meter Point Registration Service are governed by a Meter Registration Agreement dated July 2002, to which ESBN and the Market Participant (inter alia) are party.
- E. ESBN and the Market Participant are parties to a Data Sharing Agreement dated [22nd September 2020] which governs the responsibilities of the Parties in relation to any Personal Data which the Parties obtain from each other in the course of their activities

F. ESNB has agreed to permit the Market Participant the right to access, use and interact with the Access Systems on the terms and subject to the conditions of the Agreement.

G. This Contract Document together with the Terms and Conditions and the Administration Procedures shall form the Agreement between the parties. Terms shall have the meanings as set forth in clause 1 of the Terms and Conditions set forth in Schedule 1 hereto.

IT IS AGREED by the parties hereto that in consideration of the mutual undertakings herein each party shall be bound by and strictly adhere to each of the provisions of the Agreement.

In the event of any conflict between the Terms and Conditions and the Administration Procedures then the Terms and Conditions shall prevail.

All the information contained in the Agreement is confidential and proprietary information and must not be disclosed to any other party without the prior consent and authority of ESNB.

IN WITNESS whereof the parties hereto have entered into the Agreement the day and year first herein written:-

SIGNED for and on behalf of
ESB NETWORKS D.A.C:

Date:

SIGNED for and on behalf of
[]:

Date:

SCHEDULE 1

Terms and Conditions

1. Interpretation

1.1. Definitions

“Access”	means the Market Participant’s access to ESB Networks Data that is provided electronically via the Access Systems;
“Access Systems”	means the Retail Market Participant (RMP) Extranet, the SFTS and the MPRN Enquiry Web Service and “Access System” shall be construed accordingly.
“Administration Procedures”	means the documents entitled Administration Procedures for RMP Extranet, Administration Procedures for SFTS and Administration Procedures for MPRN Enquiry Web Service set out in Schedules 2, 3 and 4 hereto, as may be amended by notice from ESBN from time to time;
“Agreement”	means the Contract Document, the Terms and Conditions, the Administration Procedures and each Schedule and Appendix thereto or hereto;
“Commencement Date”	means [22nd] [December] 20[20];
“Contract Document”	means the document entitled contract document executed by the parties to which these Terms and Conditions are attached;
“CRU”	means the Commission for Regulation of Utilities;

“Data Protection Law”	means the General Data Protection Regulation (Regulation 2016/679/EU), the Data Protection Acts, 1988 to 2018 and any other statute, statutory instrument, rule, order, directive, or regulation, of any competent national or supranational authority relating to the protection of Personal Data or the privacy of individuals;
“Data Sharing Agreement”	means the Data Sharing Agreement dated [] between ESBN and all market participants governing the responsibilities of the parties thereto under the Data Protection Law in respect of the Processing of Personal Data transferred between such parties;
“DSO Licence”	means the Distribution System Operator Licence issued to ESBN by the Commission for Regulation of Utilities pursuant to the Electricity Regulation Act 1999 (as amended);
“ESB Networks Data”	means information and data relating to the Meter Register and the consumption of electricity by end users to which the Market Participant gains Access under the Agreement;
“Fair Usage Policy”	means the Policy set out at Schedule 5;
“Market Participant”	means the party (other than the ESBN) to the Contract Document which has access and use of the Access Systems;
“Meter Register”	means the register maintained by ESBN pursuant to Condition 8 of the DSO Licence;
“MRA”	means the Meter Registration Agreement dated July 2002, to which ESBN and the Market Participant (inter alia) are party;

“Outage”	means any situation or circumstance resulting in the unavailability of the Access Systems or any of them for a period of more than 30 minutes;
“RMP Extranet”	means the Retail Market Participant Extranet website provided by ESNB or any substitute or replacement thereof;
“Personal Data”	has the meaning given to that term in Data Protection Law;
“Process” and “Processing”	has the meaning given to that term in Data Protection Law;
“SFTS”	means the secure connection known as the Secure File Transfer Service together with the Secure File Transfer Protocol provided by ESNB or any substitute or replacement thereof;
“Terms and Conditions”	means the terms and conditions as set forth in this Schedule 1;
“MPRN Enquiry Web Service”	means the MPRN Enquiry Web Service provided by ESNB or any substitute or replacement thereof;

1.2. Any reference in these Terms and Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

2. Access

2.1 With effect from the Commencement Date, the ESNB shall provide the Market Participant with access to each of the Access Systems on the terms and subject to the conditions of the Agreement.

2.2 The computing infrastructure used by the Market Participant to obtain Access shall be the responsibility of the Market Participant. Upkeep and servicing of such computing equipment shall be the Market Participant's sole responsibility.

3. ESNB's Obligations

3.1. ESNB shall:-

3.1.1 exercise reasonable care in compiling the Access Systems;

3.1.2 use reasonable efforts to make the Access Systems available to a Market Participant at all times;

3.1.3 take reasonable steps to ensure that the access procedures and other security features of Access are in line with industry practice; and

3.1.4 install comprehensive, up to date and fully maintained, security including anti-virus and anti-malware software

provided however that the ESNB shall be entitled, without any liability, to carry out ongoing maintenance, updating or alterations to the Access Systems that may result in loss of Access from time to time. ESNB will provide Market Participants with reasonable notice before any scheduled maintenance, updates or alterations to the Access Systems which will result in an Outage. In circumstances, where an unplanned Outage occurs, ESNB will notify Market Participants immediately upon become aware of such Outage.

3.2 The Market Participant acknowledges and accepts that ESNB neither represents nor warrants that:-

3.2.1 Access or any part of it shall be uninterrupted, reliable or fault free;

3.2.2 the Access Systems or any of the contents of the Access Systems shall be accurate, complete, suitable for any purpose or reliable;

3.2.3 any Access (whether or not provided by ESNB) shall be provided with due care and skill.

3.3 ESNB excludes all liability (whether arising in contract, tort or otherwise and whether or not due to any negligence on the part of the ESNB) including, without limitation, for loss

or damage (whether direct, indirect or consequential loss, including loss of profit) compensatory loss of data, income or profit, loss of or damage to property and claims of third parties as a result of use of the Access Systems including but not limited to:-

- 3.3.1 any technical, factual, textual or typographical inaccuracies, errors or omissions on or relating to the site or any information on the site;
 - 3.3.2 the unavailability of the site, or any part of it;
 - 3.3.3 any person acting, or refraining from acting, as a result of data contained in the Access Systems;
- 3.4 The Market Participant acknowledges that the very nature of communication via the internet restricts ESNB from offering any guarantee to the privacy or confidentiality of information relating to the Market Participant passing over the internet. In gaining the Access via the internet, the Market Participant acknowledges and accepts that electronic communication may not be free from interference by unauthorised persons and may not remain confidential. The Market Participant therefore accepts that the use of the Access is at its own risk.
- 3.5 Each of the exclusions or limitations contained in this clause 3 shall be construed as a separate and severable provision of the Agreement.
- 3.6 Save as expressly set out in the Agreement, all representations, warranties, terms and conditions, whether oral or written, express or implied by law, custom, statute or otherwise and including, but not limited to, satisfactory quality or fitness for any particular purpose are excluded.
- 3.7 ESNB may amend the Administration Procedures and/or the Fair Usage Policy from time to time following consultation with the Market Participant. For the purposes of this clause, “consultation” shall mean either consultation directly with the Market Participant or consultation with an electricity industry forum in which the Market Participant is entitled to participate (whether or not the Market Participant actually participates in such forum)

4. Market Participant Obligations

4.1 The Market Participant shall ensure that:-

4.1.1 the Access shall only be used for the use and purpose for which it is intended;

4.1.2 information from the Access Systems shall not be passed to any third parties (other than the Market Participant's agents and subcontractors) unless strictly in discharge of the Market Participant's obligations under any applicable law and provided that, unless prohibited by law, prior notice in writing is given to ESN.

4.1.3 no information obtained from the Access Systems shall be sold or otherwise transferred on to other parties (other than to the Market Participant's agents and subcontractors);

4.1.4 it has all necessary computing infrastructure to avail of the Access;

4.1.5 it has installed comprehensive, up to date and fully maintained, security on its computing infrastructure including anti-virus and anti-malware software

4.2 The Market Participant will comply with all obligations and restrictions on its part contained in the Administration Procedures and the Fair Usage Policy

4.3 The Market Participant shall indemnify and keep the ESN, its officers, board members, agents, employees and sub-contractors, fully indemnified against all losses, liabilities, damages, claims, actions, causes of action, and expenses of any nature for injury or death of any person or damage to property or any claims brought against the ESN by third parties arising out of the breach or negligent performance or failure in performance by the Market Participant of the terms of the Agreement.

5. Security Measures

5.1 ESN acknowledges the security issues involved in providing the Access and to this extent shall implement reasonable security measures in line with good industry practice against unauthorised access to or alteration, disclosure or destruction of the ESN Networks Data and against its accidental loss or destruction, including without limitation taking all necessary steps to ensure all ESN staff are aware of and comply with those measures..

6. Confidentiality

6.1 The Market Participant undertakes to the ESBN:-

- 6.1.1 to keep confidential all information concerning the business and affairs of the ESBN and/or its affiliated companies that the Market Participant shall have obtained or received as a result of the discussions leading up to or the entering into or performance of the Agreement or as a result of Access (the "**Confidential Information**");
- 6.1.2 to exercise the same degree of care and discretion to avoid unauthorised disclosure, publication or dissemination of all Confidential Information as the Market Participant exercises to protect its own confidential information that it does not wish to disclose and not to copy or permit others to copy any information except as reasonably necessary to undertake this Agreement, all of which copies shall be treated in accordance with this standard;
- 6.1.3 not without the ESBN's prior written consent to disclose Confidential Information in whole or in part to any other person save those personnel who have a need to know the same for the purpose of performance of the Access;
- 6.1.4 to use the Confidential Information wholly in accordance with all applicable laws and solely in connection with its declared business, its role as Market Participant and the electricity market of the Republic of Ireland; and
- 6.1.5 not to publish or cause to be published orally or in writing to the public or any section of the public any of the Confidential Information or any matter concerning the Agreement or the internal affairs of the ESBN whether confidential or not without the prior written permission of the ESBN.

6.2 The Market Participant may disclose Confidential Information to the extent required by law provided however that the Market Participant shall give to the ESBN prior written notice of and the reasons for such disclosure.

6.3 This undertaking does not apply to Confidential Information (i) which at any time is or comes into the public domain, (ii) which was lawfully in the possession of the Market Participant prior to disclosure; (iii) which at any time after the Agreement commences comes lawfully into the Market Participant's possession from a third party without obligations of confidentiality owed to the ESBN; or (iv) which is information already in the possession of the person to whom the information relates for example informing customers of their own meter location.

6.4 The provisions of this clause shall survive for two (2) years following the termination or expiry of the Agreement.

7. Data Protection

- 7.1 ESNB and the Market Participant acknowledge and agree that the Data Sharing Agreement applies to all Personal Data obtained by or transferred to the Market Participant via the Access Systems. ESNB and the Market Participant each undertake to comply with their respective obligations under the Data Sharing Agreement in respect of such Personal Data.
- 7.2 In the event of any conflict or inconsistency between this Agreement and the Data Sharing Agreement, then insofar as such conflict or inconsistency relates to the processing of personal data by any of the parties to this Agreement, the provisions of the Data Sharing Agreement shall prevail to the extent necessary to resolve such conflict or inconsistency.

8. Insurance

- 8.1 The Market Participant shall at all times insure and keep itself insured with a reputable insurance company against all insurable liability under the Agreement. The Market Participant shall provide all facilities, assistance and advice required by the ESNB or the ESNB's insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Market Participant's performance of the Agreement.

9. Intellectual Property Rights

- 9.1 All rights, including all intellectual property rights, in the design, text, graphics and other material on the Access Systems and the selection or arrangement thereof are owned by ESNB. Permission is granted hereby to electronically copy and print in hard copy the ESB Networks Data stored on the Access Systems. Any other use of materials on the Access Systems (including reproduction for the purposes other than those noted above and alterations, modifications, distribution or republication) without the prior written permission of the ESNB is strictly prohibited.

10. Force Majeure

- 10.1 ESNB shall not be liable for any breach of the Agreement or any failure to provide or delay in providing the Access through the Access Systems resulting from any event or circumstance beyond ESNB's reasonable control which may include, without limitation, strikes, lockouts and other industrial disputes, breakdown of systems or network access, fire, explosion or accident.

11. Compliance

- 11.1 The Market Participant and ESNB shall comply with all requirements and/or obligations of any statute, statutory instrument, rule, order, regulation, directive and/or bylaw laid down by legislation, Government Departments and/or EU Bodies dealing with and relating to the Access or any provision of this Agreement.

12. Governing Law

- 12.1 The Agreement shall be governed by and shall be read and construed in all respects in accordance with the laws of the Republic of Ireland and each of the parties hereto submits to the non-exclusive jurisdiction of the Republic of Ireland Courts.

13. Waiver

- 13.1 No waiver by a party of any breach of the Agreement by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision.

14. Validity

- 14.1 If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.

15. Relationship

- 15.1 Nothing in the Agreement shall constitute or shall be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute the Market Participant as agent of the ESNB or to contract in the name of or create a liability against the ESNB in any way or for any purpose.

16. Scope of Authority

- 16.1 The Market Participant shall not be the ESNB's agent and shall not make any contracts on the ESNB's behalf or bind the ESNB to any obligation or in any way act as an agent of the ESNB.
- 16.2 The Market Participant shall not, without the prior written approval of the ESNB represent itself as being in any way connected with or interested in the business of the ESNB.

17. Disputes and Arbitration

- 17.1 Subject to Clause 18.4 of this Schedule, ESBN and the Market Participant agree that any dispute which arises concerning the interpretation of the Agreement and/or the performance of the Access shall be mutually resolved through good faith negotiations between the appointed representatives of each party. If any dispute cannot be resolved in such manner then the matter shall be referred to a senior arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the Incorporated Law Society of Ireland in accordance with and subject to the provisions of the Arbitration Acts 2010 or any statutory modifications or re-enactment for the time being in force. The award of the said arbitrator shall be final and binding on both parties hereto.
- 17.2 The performance of this Agreement and the obligations of the parties hereto shall not be delayed or suspended pending the resolution of any dispute

18. Termination and Suspension

- 18.1 Without prejudice to any other rights or remedies to which it may be entitled, the ESBN shall be entitled to terminate the Agreement forthwith without liability to the Market Participant by giving notice to the Market Participant at any time if:-
- 18.1.1 the Market Participant commits a material breach of any of the terms or conditions of this Agreement and if such breach is capable of being remedied fails to remedy the breach within thirty days of notice given by the ESBN requiring the Market Participant to do so; or
 - 18.1.2 [not used]
 - 18.1.3 the Market Participant convenes a meeting for the purpose of or proposes to enter into any arrangement or composition for the benefit of its creditors; or
 - 18.1.4 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Market Participant; or
 - 18.1.5 the Market Participant ceases, or threatens to cease, to carry on business or takes or suffers any similar analogous action under any other applicable law; or
 - 18.1.6 the Market Participant is unable to pay its debts within the meaning of Section 570 of the Companies Act, 2014 or analogous provision of law; or

- 18.1.7 any representation herein contained by the Market Participant shall in the opinion of the ESNB prove to be untrue or incorrect in any respect as of the date when made; or
- 18.1.8 an order is made or an effective resolution is passed for the winding up of the Market Participant other than for the purpose of an amalgamation or reconstruction the terms of which have been agreed by the ESNB; or
- 18.1.9 a petition is presented or an order is made or a resolution passed or any analogous proceedings or action is taken for the appointment of an examiner, administrator, administrative receiver, trustee or any similar officer over the Market Participant; or
- 18.1.10 the ESNB reasonably believes that any of the events mentioned above is about to occur in relation to the Market Participant and notifies the Market Participant accordingly; or
- 18.1.11 the relevant supply licence of the Market Participant is withdrawn, revoked or not renewed; or
- 18.1.12 the ESNB is directed by the Commission for Regulation of Utilities or any other relevant authority to terminate the Agreement; or
- 18.1.13 the Market Participant ceases to be a party to the MRA or the Data sharing Agreement
- 18.2 ESNB may suspend, with immediate effect, the Market Participant's Access to the Access Systems or any of them if the Market Participant's continued Access to the Access Systems poses a serious threat to ESNB's operation of the Access Systems or other related Systems.
 - 18.2.1 In such an event as described in 18.2, both ESNB and the Market Participant may engage with a view to agreeing a resolution. If the Market Participant is unsatisfied with the outcome of the engagement, then said Market Participant can notify CRU and request that CRU undertake a review of ESNB's position.
 - 18.2.2 Once CRU completes its review and reaches a decision, CRU will notify both ESNB and the Market Participant of its decision.

- 18.2.3 If CRU upholds ESNB's position, the Market Participant's Access to the Access Systems will not be reinstated until the Market Participant remedies the issue and/or provides appropriate assurances to ESNB that the issue will not recur.
- 18.2.4 If CRU does not uphold ESNB's position, the Market Participant's Access to the Access Systems will be reinstated by ESNB.
- 18.3 ESNB may issue a written notice to a Market Participant that ESNB intends to suspend a Market Participant's Access to the Access Systems or any of them, where the Market Participant is in material or persistent breach of the Administration Procedures or the Fair Usage Policy and fails to remedy such breach within 30 days of written notice of such breach from ESNB.
- 18.3.1 The Market Participant may request that CRU review ESNB's proposal to suspend the Market Participant's Access to the Access Systems.
- 18.3.2 Where the Market Participant requests a CRU review, the Market Participant's Access to the Access Systems may nevertheless be suspended unless CRU instructs ESNB to maintain the Market Participant's Access to the Access Systems pending the issue of the CRU's decision..
- 18.3.3 Once CRU completes its review and reaches a decision, CRU will notify both ESNB and the Market Participant of its decision.
- 18.3.4 If CRU upholds ESNB's original decision, the Market Participant's proposed suspension shall continue proceed (as the case may be) until the Market Participant remedies the breach and/or provides appropriate assurances to ESNB that the breach will not recur.
- 18.3.5 If CRU does not uphold ESNB's original proposal, the Market Participant's Access to the Access Systems shall be maintained or restored (as the case may be).
- 18.4 Where a Market Participant elects to refer a matter to the CRU pursuant to Clause 18.2.1 or 18.3.1 of this Schedule, the decision of CRU on such matter shall be final and binding on the Market Participant and ESNB. Accordingly, Clause 17 of this Schedule shall not apply to such matter. Where any such matter is not referred to the CRU, any dispute shall be resolved in accordance with Clause 17 of this Schedule.

19. Assignment and Change of Control

- 19.1 The Market Participant shall not be entitled to assign, novate or otherwise transfer part or all of the Agreement to any other party without the prior written consent of ESNB. However, ESNB shall, without any requirement for consent from the Market Participant, be entitled to assign, novate or otherwise transfer the Agreement to another entity responsible for administering the Access Systems following any direction from a relevant and applicable legal authority.
- 19.2 The Market Participant shall notify ESNB in writing within 30 days of any change of control of the Market Participant, where “control” shall have the meaning attributed to such term by Section 432 of the Taxes Consolidation Act 1997.

SCHEDULE 2

Administration Procedures for the Retail Market Participant (RMP) Extranet

1. Access to RMP Extranet

- 1.1 In order for Market Participants to gain access to the RMP Extranet, ESB Networks require Market Participants to complete the Registration Process along with accepting and signing up to the Access Agreement (for more information refer to Part 1, Contract Document, of this document).
- 1.2 Access to the RMP Extranet will be restricted to registered users of registered Market Participants.
- 1.3 Registered users will access the RMP Extranet login webpage via a URL which will be provided by ESB Networks.
- 1.4 The applications available on the RMP Extranet are as follows:
 - View Appointments
 - MPRN Enquiry
 - New Connections
 - Messages
 - Prepayment (PMP)
- 1.5 Please Refer to Section 4 (Access Requests) for more information in relation to getting RMP Extranet access set up for individual Market Participant Users.

2. ESB Networks Administrator

- 2.1 The RMP Extranet will be administered by ESB Networks.
- 2.2 ESB Networks shall nominate the ESB Networks Administrator to interact exclusively with the Market Participant, in relation to Access for existing Market Participants and via Retail Market Design Service (RMDS) for new Market Participants.
- 2.3 The ESB Networks Administrator will be responsible for:
 - Accepting validated access requests for new Market Participants from RMDS, approving these requests and setting up the required access.
 - Advising the Market Participant Administrator associated with the new Market Participant, via RMDS, that the access has been set up
 - Accepting validated access requests for new users from an existing Market Participant Administrator, approving these requests and setting up the required access.
 - Advising the Market Participant Administrator associated with the existing Market Participant that the access has been set up.
 - Turning access requests and password reset requests around within a timely manner.
 - Managing operational problems on the RMP Extranet.

- 2.4 The ESB Networks Administrator will be contactable via this email address: dbasemarketextranet@esb.ie.

3. Market Participant Administrators

- 3.1 Each Market Participant is requested to nominate two or more people to fulfil the role of Market Participant Administrator for their company. This role is critical to the security of the RMP Extranet as it provides for validation of users and secure communication channels between Market Participants and ESB Networks.
- 3.2 Market Participant Users should interact with the Market Participant Administrator in their company for all of their requirements with respect to the RMP Extranet e.g. access, password changes, guidance on the use of the RMP Extranet, operational problems etc.
- 3.3 The Market Participant Administrator will interact with the ESB Networks Administrator on behalf of the Market Participant. These interactions would typically include: adding users, deleting users, changing user profiles, collating and communicating operational problems. The Market Participant Administrator essentially validates all of the requests from their colleague users.
- 3.4 The intention is that the Market Participant Administrator will be the point of contact for all matters in respect of the RMP Extranet.
- 3.5 The security of the RMP Extranet is dependent on clearly defined roles and procedures.
- 3.6 Channelling all requests and confirmations through the Market Participant Administrator is a critical security requirement.
- 3.7 The Market Participant Administrator shall inform the ESB Networks Administrator forthwith of any change in access requirements that should be put in place, including, without limitation, cases where an employee with Access should leave the Market Participant's employment or where the Market Participant wishes to terminate any User's Access.
- 3.8 The Username, the Default Password and the User Password shall remain confidential and to forthwith notify the ESB Networks Administrator of any unauthorised use of them or any breach of security regarding the Access;
- a. it shall provide appropriate training to Market Participant Administrator(s) and Users in relation to the Access;
 - b. it shall take all necessary steps to ensure that authorised Market Participant Users have Access;
 - c. to apply security measures in line with industry best practice against unauthorised access to or alteration, disclosure or destruction of the ESB Networks Data and against its accidental loss or destruction, including without limitation taking all necessary steps to ensure that all Users are aware of and comply with those measures;
 - d. measures will be in place in line with industry best practice to ensure that harmful viruses are not introduced to the ESB environment in the course of using the Access;

4. Access Requests for New Users

- 4.1 The Market Participant Administrator validates the request and compiles a profile of the user. The profile includes the following data:
 - Full name of the new user
 - Username
 - Market Participant name
 - Applications to access e.g. View Appointments and/or MPRN Enquiry (refer to Section 1.4 for a full suite of applications).
- 4.2 The Market Participant Administrator will email the access request, including the user's profile data to the ESB Networks Administrator at the email address outlined in Section 2.4 above. A template is provided to facilitate completion of the access request. The Market Participant Administrator should use their own individual email address and send an email to the ESB Networks Administrator email address outlined in Section 2.4 above.
- 4.3 The ESB Networks Administrator will approve the request and reset the password to the agreed default password.
- 4.4 The ESB Networks Administrator will confirm that the password has been set as the agreed default password, by return email.
- 4.5 The Market Participant Administrator will communicate the password reset to the Market Participant User. The User will be prompted to change and personalise their password at the next RMP Extranet login.

5. Updating User Profiles

- 5.1 Changes to the profile of a user should also be communicated to the ESB Networks Administrator using the procedure as described in section 4 above.
- 5.2 Examples of changes to a user's profile are:
 - a. Request to discontinue access to a user i.e. username will be deleted from the user database.
 - b. Request for access to other RMP Extranet applications from an existing user e.g. request for access to "View Appointments" where the user already has access to "MPRN Publication"

6. Resetting User Passwords

6.1 A user's password can be reset in one of two situations:

- System security reset after 60 days. The user will be prompted to change their password at the RMP Extranet login screen, when their existing password has expired.
 - The application retains a history of passwords for each user and will not allow reuse of a previous password.
- Request for a reset where a user forgets their password or has three incorrect login attempts.
 - Three failed login attempts by a user will cause an alert to be sent to the ESB Networks Administrator.

6.2 The Market Participant User requests a password reset to the Market Participant Administrator who will then send on the request to the ESB Networks Administrator.

7. Technical Specifications

7.1 Technical specifications that are relevant to users are:

- A time out period of 30 minutes will operate. Users who are inactive for 30 minutes will be logged out by the system.

8. Operational Problems

8.1 Problems experienced by Market Participant Users should first of all be communicated to the Market Participant Administrator who will collate the problems and escalate to the ESB Networks Administrator. This will help to identify and classify problems accurately.

8.2 Communication should be sent to the ESB Networks Administrator by email to the email address outlined in Section 2.4 above.

SCHEDULE 3

Administration Procedures for the Secure File Transfer Service (SFTS)

1. Access to SFTS

- 1.1 In order for Market Participants to gain access to the SFTS, ESB Networks require Market Participants to complete the Registration Process along with accepting and signing up to the Access Agreement (for more information refer to Part 1, Contract Document, of this document).
- 1.2 Access to the SFTS will be restricted to registered users of registered Market Participants.
- 1.3 Registered users will access the SFTS login webpage via a URL which will be provided by RMDS.
- 1.4 The services available on the SFTS webpage are as follows:
 - Downloadable Meter Point Files
 - DUoS Billing Documentation
 - Prepayment
 - Debt Flagging (Grouped Unmetered)
- 1.5 Please Refer to Section 4 (Access Requests) for more information in relation to getting SFTS access set up for individual Market Participant Users.

2. RMDS Administrator

- 2.1 The SFTS will be administered by RMDS.
- 2.2 ESB Networks shall nominate RMDS to interact exclusively with the Market Participant, in relation to Access for existing and new Market Participants.
- 2.3 The RMDS Administrator will be responsible for:
 - Accepting access requests for new Market Participants, approving these requests and setting up the required access.
 - Advising the Market Participant user that the access has been set up.
 - Accepting access requests for new users from an existing Market Participant, approving these requests and setting up the required access.
 - Advising the Market Participant user associated with the existing Market Participant that the access has been set up.
 - Turning access requests and password reset requests around within a timely manner.
 - Managing operational problems relating to the SFTS.
- 2.4 The RMDS Administrator will be contactable via this email address: rmds@esb.ie.

3. Market Participant Users

- 3.1 Market Participant Users should interact with the RMDS Administrator for all of their requirements with respect to the SFTS e.g. access, password changes, changing IP addresses, guidance on the use of the SFTS, operational problems etc.
- 3.2 The security of the SFTS is dependent on clearly defined roles and procedures.
- 3.3 Channelling all requests and confirmations through the RMDS Administrator is a critical security requirement.
- 3.4 The Market Participant shall inform the RMDS Administrator forthwith of any change in access requirements that should be put in place, including, without limitation, cases where an employee with Access should leave the Market Participant's employment or where the Market Participant wishes to terminate any User's Access.
- 3.5 The Username, the Default Password and the User Password shall remain confidential and to forthwith notify the RMDS Administrator of any unauthorised use of them or any breach of security regarding the Access;
 - a. it shall provide appropriate training to Market Participant Administrator(s) and Users in relation to the Access;
 - b. it shall take all necessary steps to ensure that authorised Market Participant Users have Access;
 - c. to apply security measures in line with industry best practice against unauthorised access to or alteration, disclosure or destruction of the ESB Networks Data and against its accidental loss or destruction, including without limitation taking all necessary steps to ensure that all Users are aware of and comply with those measures;
 - d. measures will be in place in line with industry best practice to ensure that harmful viruses are not introduced to the ESB environment in the course of using the Access;

4. Access Requests for New Users

- 4.1 The Market Participant validates the request and compiles a profile of the user. The profile includes the following data:
 - Full name of the new user
 - Email Address
 - Market Participant name
 - Market Participant IP Address
- 4.2 The Market Participant will email the access request, including the user's profile data to the RMDS Administrator at the email address outlined in Section 2.4 above. A template is provided to facilitate completion of the access request.
- 4.3 The RMDS Administrator will approve the request and arrange access for the email address and related IP Address.
- 4.4 The RMDS Administrator will confirm that the SFTS access has been set up as requested and will communicate this to the Market Participant User.

5. Updating User Profiles

- 5.1 Changes to the profile of a user should also be communicated to the RMDS Administrator using the procedure as described in section 4 above.
- 5.2 Example of changes to a user's profile is:
 - a. Request to discontinue access to a user i.e. username will be deleted from the user database.

6. Resetting User Passwords

- 6.1 A user's password can be reset in one of two situations:
 - System security reset after 60 days. The user will be prompted to change their password at the SFTS login screen, when their existing password has expired.
 - The application retains a history of passwords for each user and will not allow reuse of a previous password.
 - Request for a reset where a user forgets their password or has three incorrect login attempts.
- 6.2 The Market Participant User requests a password reset to the RMDS Administrator.

7. Technical Specifications

- 7.1 Technical specifications that are relevant to users are:
 - A time out period of 30 minutes will operate. Users who are inactive for 30 minutes will be logged out by the system.

8. Operational Problems

- 8.1 Problems experienced by Market Participant Users should be communicated to the RMDS Administrator. This will help to identify and classify problems accurately.
- 8.2 Communication should be sent to the RMDS Administrator by email to the email address outlined in Section 2.4 above.

SCHEDULE 4

Administration Procedures for the MPRN Enquiry Web Service

1. Access to MPRN Enquiry Web Service

- 1.1 In order for Market participants to gain access to the MPRN Enquiry Web Service, ESB Networks require Market Participants to complete the Registration Process along with accepting and signing up to the Access Agreement (for more information refer to Part 1, Contract Document, of this document).
- 1.2 Access to the MPRN Enquiry Web Service will be restricted to registered Market Participants only.
- 1.3 Registered Market Participants will access the MPRN Enquiry Web Service via a URL which will be provided by ESB Networks.
- 1.4 The data objects available on the MPRN Enquiry Web Service are as follows:
 - An MPRN with a status of E (energised) or D (de-energised)
 - An MPRN with a status of A (assigned)
 - A TMPRN with a status of E (energised) or D (de-energised)
 - A TMPRN with a status of A (assigned)
 - A successful GMPRN enquiry
- 1.5 The data entities that will not be available on the MPRN Enquiry Web Service are as follows:
 - An unsuccessful MPRN enquiry
 - An unsuccessful TMPRN enquiry
 - An unsuccessful GMPRN enquiry

2. ESB Networks Administrator

- 2.1 The MPRN Enquiry Web Service will be administered by ESB Networks.
- 2.2 ESB Networks shall nominate the ESB Networks Administrator to interact exclusively with the Market Participant, in relation to existing Market Participants and via RMDS for new Market Participants.
- 2.3 The ESB Networks Administrator will be responsible for:
 - Accepting validated access requests for new Market Participants from RMDS, approving these requests and setting up the required access.
 - Advising the Market Participant Administrator associated with the new Market Participant, via RMDS, that the access has been set up
 - Managing operational problems with the MPRN Enquiry Web Service.
- 2.4 The ESB Networks Administrator will be contactable via this email address: dbasemarketextranet@esb.ie.

3. Market Participant Administrators

- 3.1 Each Market Participant is requested to nominate two or more people to fulfil the role of Market Participant Administrator for their company. This role is critical to the security of the MPRN Enquiry Web Service as it provides for a secure communication channel between Market Participants and ESB Networks.
- 3.2 Market Participant Users should interact with the Market Participant Administrator in their company for all of their requirements with respect to the MPRN Enquiry Web Service e.g. guidance on the use of the MPRN Enquiry Web Service, operational problems etc.
- 3.3 The Market Participant Administrator will interact with the ESB Networks Administrator on behalf of the Market Participant. These interactions would typically include the collating and communicating of operational problems.
- 3.4 The intention is that the Market Participant Administrator will be the single point of contact for all matters in respect of the MPRN Enquiry Web Service.
- 3.5 The security of the MPRN Enquiry Web Service is dependent on clearly defined roles and procedures.
- 3.6 Channelling queries and issues through the Market Participant Administrator is a critical security requirement.

4. Resetting MPRN Enquiry Web Service Password

- 4.1 The Market Participant MPRN Enquiry Web Service user requests a password reset to the Market Participant Administrator who will then send on the request to the ESB Networks Administrator.

5. Technical Specifications

- 5.1 Technical specifications that are relevant to users are outlined in the onboarding documentation. This documentation will include the ESBN MPRN Enquiry Web Service Technical Guide and other relevant connectivity instructions required. This will be provided to Market Participants who wish to avail of the MPRN Enquiry Webservice as part of the registration process

6. Operational Problems

- 6.1 Problems experienced by Market Participant MPRN Enquiry Web Service users should first of all be communicated to the Market Participant Administrator who will collate the problems and escalate to the ESB Networks Administrator. This will help to identify and classify problems accurately.
- 6.2 Communication should be sent to the ESB Networks Administrator by email to the email address outlined in Section 2.4 above.

7. Access Limitations

- 7.1 To limit the impact on the security and performance of the other Access Systems and industry participants that will be accessing the Central Market System at the same time as the MPRN Enquiry Web Service Throttling and rate Limiting constrictions will be applied.
- 7.2 Throttling is a policy which enforces call volume quotas over a specified period, e.g. per week.
- 7.3 Rate Limiting limits the call rate to a specified number over a specified time period e.g. per minute.

SCHEDULE 5

ESB Networks Access Systems Fair Usage Policy

1. Introduction

This Fair Usage Policy forms part of the Access Agreement relating to RMP Extranet and MPRN Enquiry Web Service (“Access Agreement”). In this Policy “ESB Networks” means ESB Networks DAC in its capacity as licenced Distribution Service Operator of the Irish electricity distribution network.

1.1 Purpose

The purpose of the Fair Usage Policy is to communicate to Market Participants, the conditions for the access to, and use of, ESB Network’s Access Systems (“Access Systems”). These Systems include:

- The MPRN Enquiry Web Service (hereinafter referred to as “Web Service”)
- The RMP Extranet

Any Market Participant that interacts with this System must comply with these guidelines, and the processes that ESBN will apply in operations support for the same.

This fair usage policy is in addition to all other terms and conditions relating to the Access Systems (including but not limited to the Terms & Conditions outlined within the Access Agreement).

1.2 Applicability and Scope

These guidelines apply to all organisations that have been approved to operate in the Republic of Ireland Retail Electricity Market (ROI Market) and are party to the Access Agreement.

Market Participants are solely responsible for any and all use of the Access Systems.

1.3 Modification of Fair Usage Policy

ESBN reserve the right to amend, modify or substitute this Fair Usage Policy on an ongoing basis, and/or to determine in it’s reasonable discretion, [in accordance with the Access Agreement] where it considers usage of Access Systems requires to be amended in order to meet its objectives.

2. Fair Usage

2.1 General

- 2.1.1 The Access Systems are made available subject to the principle of ‘fair use’ and in accordance with the Access Agreement so that all Market Participants are entitled to use the service and receive a reasonable response. If the actions of any Market Participant results in a degradation of availability or response to other Market Participants, this is in contravention of this ‘fair use’ principle.
- 2.1.2 The Market Participant accepts that access to, and provision of data via the RMP Extranet and Web Service may not be without interruption. Additionally, Market Participants accept that response times cannot be guaranteed.
- 2.1.3 In order to be granted access to the Access Systems, organisations must have signed, and remain a party to the Access Agreement.
- 2.1.4 ESBN are responsible for all operational aspects of the Central Market Systems including maintaining acceptable service levels for all Market Participants and may take any action that is necessary in order to do so.

2.1.5 ESB Network’s Access Systems should not be used for any of the following purposes:

- For any purpose that contravenes Data Protection Law;
- For any purpose unconnected with the Market Participant’s business as a licensed electricity supplier in the Republic of Ireland;
- For any purpose that is not strictly in accordance with this Fair Usage Policy and all other terms and conditions applicable to the Access Systems;
- To profile or target Customers based on personal or MPRN attributes available on any of the Access Systems;
- In any way or manner which:
 - (a) Does not comply with any relevant legislation;
 - (b) Causes, or is likely to cause, the Access Systems service to be interrupted or impaired in any way;
 - (c) Infringes other Market Participants use of the Access Systems;

2.1.6 ESB Networks may build volume or usage quotas or restrictions into any of the Systems.

Such quotas or restrictions will be applied equally across all Market Participants. The levels of such quotas will be published or made available on request. ESB Networks reserves the right to adjust such quotas from time to time to ensure optimal efficiency of this service and to prevent abuse.

2.1.7 Market Participants must not:

- Exceed any usage quotas assigned to them
- Use the Access Systems in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Policy or the Access Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Access Systems or any of them;
- Infringe ESB Networks' intellectual property rights or those of any third party in relation to your use of the Access Systems or any of them;
- Use the Access Systems or any of them to transmit any material that is defamatory, offensive or otherwise unlawful or objectionable;
- Use the Access Systems or any of them in a way that could damage, disable, overburden, impair or compromise our infrastructure or security or interfere with other users;
- Collect or harvest any information or data (other than the data that Market Participant is entitled to receive) from the Access Systems or attempt to decipher any transmissions to or from the servers running any Access System;
- Disassemble, de-compile, reverse engineer or otherwise copy or replicate the Access Systems or any part thereof or attempt to do so;
- Use any automated means, including without limitation, agents, robots, screen-scrapers, spiders, or scripts to access, monitor or copy any part of the Access Systems (other than by such means as may from time to time be approved by ESBN and in accordance with any terms and conditions of such approval);
- Use the Access Systems in any manner which is contrary to the Commission for Regulation of Utilities Electricity and Gas Supplier's Handbook.

BREACH OF THESE RESTRICTIONS BY A MARKET PARTICIPANT MAY LEAD TO ITS ACCESS TO THE SYSTEMS OR ANY OF THEM BEING SUSPENDED

2.2 MPRN Enquiry Web Service

2.2.1 The Web Service is provided by ESBN to help with the accuracy and efficiencies of Customers moving between Market Participants, by providing Market Participants with accurate Customer data.

2.2.2 In order to ensure fair and correct usage of the Web Service, the following principles have been developed:

- Unlimited, on demand information will not be available:
 - Inappropriate or excessive usage of the Web Service has the potential to impact on the security and performance of Central Market System and other Access Systems, as well as other Market Participants use of the Web Service. ESBN

will reserve the right to suspend the service as a whole or for an individual Market Participant, if its use is impacting other Access Systems.

2.2.3 ESNB confirm that there will be Throttling (a policy which enforces call volume quotas over a specified period, e.g. per week) and Rate Limiting (limiting the call rate to a specified number over a specified time period e.g. per minute) constraints applied.

2.3 Retail Market Participant Extranet

2.3.1 The RMP Extranet is provided by ESNB to help with the operation of the retail market by providing Market Participants with accurate Customer data.

2.3.2 In order to ensure fair and correct usage of the RMP Extranet, the following principle has been developed:

- Unlimited, on demand information will not be available:
 - Inappropriate or excessive usage of the RMP Extranet has the potential to impact on the security and performance of Central Market System and other Access Systems, as well as other Market Participants use of the RMP Extranet. ESNB will reserve the right to suspend the service as a whole or for an individual Market Participant, if its use is impacting other Access Systems.