



Access to MRA Documentation

GD21

Version : 3.0

Status: Final

Date : 9th November 2012

Document Reference : GD21 _3.1

Change History:

Version Number	Status	Date of Issue	Reason for Change
0.1	Draft	#####	First Draft
1.0	Issue	07/07/02	First Issue
1.1	Issue	25/07/02	Amended to clarify IIP per-conditions (Para 4.1)
2.0	Issue	23/01/03	Amend references to MRASCo
3.0	Issue	18/10/12	Addition of Green Deal Interested Participants Housekeeping
3.1	Issue	09/11/2012	Amended to clarify GPID status

Quality Assurance:

Name	Role & Responsibility	Signature	Date
Owner:			
Rebecca Mottram	MRA Delivery		09/11/12
Reviewer(s)			
Andrew Bebko	MRA Delivery		17/10/12
Tony Thornton	Energy Delivery Manager		17/10/12

CONTENTS

1	INTRODUCTION	4
1.1	PURPOSE	4
1.2	BACKGROUND	4
1.3	CONFIDENTIALITY AGREEMENTS	5
1.4	INTERESTED PARTICIPANT TYPES	5
1.4.1	<i>Interested Industry Participant</i>	5
1.4.2	<i>Green Deal Interested Participant</i>	6
1.5	SCOPE	6
2	APPLICATION FOR “ONE-OFF” COPIES OF THE MRA	6
2.1	REQUEST	6
2.2	CONFIDENTIALITY AGREEMENT	6
2.3	DOCUMENTS PROVIDED	7
2.4	COST	7
3	APPLICATION FOR SERVICED COPIES OF THE MRA	7
3.1	REQUEST	7
3.2	CONFIDENTIALITY AGREEMENT	7
3.3	DOCUMENTS PROVIDED	7
3.4	COST	8
3.5	HELP DESK SUPPORT	8
4	APPLICATION FOR MRA INTERESTED INDUSTRY PARTICIPANT (IIP) STATUS	8
4.1	PREREQUISITES FOR BECOMING AN IIP	8
4.2	PROCESS OF BECOMING AN IIP	8
4.3	BI-ANNUAL REVIEW OF IIP STATUS	9
5	APPLICATION FOR GREEN DEAL INTERESTED PARTICIPANT (GDIP) STATUS	9
5.1	PREREQUISITES FOR BECOMING AN GDIP	9
5.2	REVIEW OF GDIP STATUS	10
6	APPENDIX 1	11
7	APPENDIX 2	12

1 Introduction

1.1 Purpose

The purpose of this paper is to set out the arrangements that allow companies who either provide or intend to provide services to the GB electricity market to have access to the Master Registration Agreement (MRA) and its related documentation.

The paper defines how companies may request and be provided with either a serviced or un-serviced one off copies of the MRA and the related documents.

The paper prescribes the Confidentiality Agreement to be entered into between any individual, partnership or company and MRA Service Company (MRASCo) which is a prerequisite before any MRA related documentation is provided to any Third Party who is not a signatory to the agreement as detailed in Schedule 1 of the MRA.

The paper also includes the procedure for companies to apply to the MRA Executive Committee (MEC) to become MRA Interested Industry Participants (IIP) or Green Deal Interested Participants (GDIP) and outlines the steps that need to be taken by companies, MRASCo and MEC.

The paper also sets out the two yearly review process to ensure that only those companies that still require receipt of MRA documentation as an IIP continue to receive information and be included within the MRA Schedule 1.

1.2 Background

The services of MRASCo include the management of the Change Management activities associated with the primary governance documentation that applies to the Retail Electricity Market (MRA and its associated Agreed Procedures [MAPs] and Data Transfer Catalogue [DTC]). In support of these documents the Working Product Practice Set, the End-to-End Diagrams that provide “best practice” advice in support of the MRA and DTC are also subject to rigorous Change Management.

Organisations that support the operation of the GB Electricity Market by providing services to MRA parties or are involved in Green Deal related matters may need access to the documentation that underpins the operation of the market. The need for documentation is recognised as falling into one of the four separate categories set out below:

1) Interested Industry Participant (IIPs)

Companies that need constant access to the documentation, including notification of all change proposals that are raised by MRA parties. These parties have a special need and this is recognised by their being granted Interested Industry Participant (IIP) status, with their application for this status being supported by sponsorship by one, or more, of the existing MRA parties. No charge is levied on IIPs.

2) Green Deal Interested Participants (GDIPs)

Companies that need constant access to Green Deal related documentation, including notification of all Green Deal change proposals that are raised by MRA parties. These parties have a special need and this is recognised by their Green Deal Interested Participant (GDIP) status, with their application for this status granted if they are the secretary of the GDAA Panel or if they are not entitled to be a party to the MRA but has a Market Participant ID assigned as a Green Deal Provider or Green Deal Remittance Processor, are party to the GDAA or are in the reasonable opinion of MEC has, a legitimate interest in Green Deal Matters. No charge is levied on GDIPs.

3) Serviced Copies of the MRA

Companies that need access to the MRA and all its associated documentation including regular release updates. No change management information is provided. These companies do not need to be sponsored by a MRA party. Costs of providing hard copy documentation plus any consequential MRASCo Help Desk support is met by a £1000 per annum charge, exclusive of VAT.

4) “One-off” Copies of the MRA

Companies that need a one off copy of the MRA and its associated governance documentation for reference purposes. In this case the charge is a one off fee of £250, exclusive of VAT.

1.3 Confidentiality Agreements

MRASCo provides a service to the GB Electricity Market as the custodian on behalf of all MRA Parties of the retail “base-line” established and maintained to affect timely registration and updating of supply points data. This “base-line” was established by industry in 1998 and the licensing, sub-licensing or otherwise dealing with Intellectual Property is a matter for the MEC provided that it does not hinder, delay or frustrate supply competition in the GB electricity industry. As a result of this direction the MRA and related documents must be freely available to those companies that provide or intend to provide services to the GB electricity market only.

It is recognised that the exploitation of the GB electricity market arrangements into other related markets are a legitimate business for MRASCo and as a direct result steps to protect Intellectual Property have been taken. One such step is that any company requiring access to the retail “base line” in support of the GB electricity market signs a Confidentiality Agreement. This Confidentiality Agreement is a recognition that the documentation is provided for use in the support of the GB electricity industry only.

The Confidentiality Agreement shown in Appendix 2 is for those Parties that are providing a service to the GB electricity market and Parties requesting to become an IIP or GDIP.

1.4 Interested Participant Types

1.4.1 Interested Industry Participant

Clause 1 of the MRA defines an Interested Industry Participant as “*an organisation not entitled to become a party to this Agreement who has been assigned a Market Participant Id, or, in the reasonable opinion of MEC, has an interest in the industry and is sponsored by a party to this Agreement: and is listed in Part 3 of Schedule 1.*”

MRA Clause 4.8 also states that:

Where any organisation wishes to receive copies of regular updates to MRA Products (“Updates”) for the purposes of its business but is neither a party to this Agreement nor entitled to become a party to this Agreement it may apply to MEC (subject to the procedure set out in Clauses 4.9 to 4.11) to be registered with MRASCo to receive the Updates as if it were a party to this Agreement and on such registration that Organisation shall be designated an Interested Industry Participant.

1.4.2 Green Deal Interested Participant

Clause 1 of the MRA defines a Green Deal Interested Industry Participant as “any person not entitled to become a party to this Agreement and who:

- a) has been assigned a Market Participant Id as a Green Deal Provider or Green Deal Remittance Processor;
- b) is a party to the GDAA; or,
- c) in the reasonable opinion of MEC, has a legitimate interest in Green Deal Matters;

MRA Clause 4.17 also states that:

Where any person wishes to receive the Updates for the purposes of its business in relation to Green Deal Matters and in the capacity of a Green Deal Interested Participant, it may apply to MEC (subject to the procedure set out in Clauses 4.18 to 4.24) to be registered as a Green Deal Interested Participant to receive the Updates where they relate to Green Deal Matters as if it were a party to this Agreement.

1.5 Scope

This guideline does not apply to any parties who are already signatories of or are in the process of becoming signatories to the MRA or to industry participants that have already been allocated a Market Participant ID (MPID) by Elexon.

2 Application for “one-off” Copies of the MRA

2.1 Request

Companies that require “one-off” copies of the MRA and related documentation may request this by writing to:

MRASCo
10 Fenchurch Street
London EC3M 3BE

or by e-mailing the MRASCo helpdesk – helpdesk@gemserv.com.

In making a request companies should state their purpose for requiring the information.

2.2 Confidentiality Agreement

Appendix 2 sets out the form of the Confidentiality Agreement that will be required between MRASCo and the company requesting the MRA and its related documentation. Alterations to this document may be negotiated but “the Purpose” as defined in the Confidentiality Agreement cannot be changed.

Two copies of the Confidentiality Agreement signed by the applying company will be required, one to be returned once signed by MRASCo.

No information will be provided without a Confidentiality Agreement between the applicant and MRASCo.

2.3 Documents Provided

The documents provided in hard copy (and in electronic form if requested):

- Master Registration Agreement (current version)
- Master Registration Agreed Procedures (current version)
- Data Transfer Catalogue (current version)
- End-to-End Process Maps (current version)
- Working Product Practice Set (current version)

2.4 Cost

The cost for the provision of the “one-off” copy of the MRA and its associated documentation is £250 exclusive of VAT payable in advance.

3 Application for Serviced Copies of the MRA

3.1 Request

Companies that require “serviced copies of the MRA and related documentation may request this by writing to:

MRASCo
10 Fenchurch Street
London EC3M 3BE

or by e-mailing the MRASCo helpdesk – helpdesk@gemserv.com.

In making a request companies should briefly outline their purpose for requiring the information.

3.2 Confidentiality Agreement

Appendix 2 sets out the form of the Confidentiality Agreement that will be required between MRASCo on behalf of Gemserv and the company requesting the MRA and its related documentation. Alterations to this document may be negotiated but “the Purpose” as defined in the Confidentiality Agreement cannot be changed.

Two copies of the Confidentiality Agreement signed by the applying company will be required, one to be returned once signed by MRASCo.

No information will be provided without a Confidentiality Agreement between the applicant and MRASCo.

3.3 Documents Provided

The documents provided in hard copy (and in electronic form if requested) will be the quarterly release of the:

- Master Registration Agreement
- Master Registration Agreed Procedures
- Data Transfer Catalogue
- End-to-End Process Maps
- Working Product Practice Set)

3.4 Cost

The cost for the provision of the serviced” copy of the MRA and its associated documentation is £1000 per annum exclusive of VAT, payable in advance. MRASCo will raise invoices for each year and in the event of non-payment the provision of documentation will cease.

3.5 Help Desk Support

The procurement of service copies of the MRA and associated documentation includes the usage of the MRA Helpdesk by either e-mail helpdesk@gemserv.com or telephone 020 7090 1029.

4 Application for MRA Interested Industry Participant (IIP) Status

4.1 Prerequisites for becoming an IIP

The necessary pre-requisites for becoming an IIP are either:

- a) possessing a Market Participant ID or Role Code, issued by Elexon, or
- b) having an current MRA Party as a sponsor.

Parties are also required to enter into a Confidentiality Agreement with MRASCo (Appendix 2).

4.2 Process of becoming an IIP

The IIP process is based on the following steps:

- a) **Application:** the company applies to MRASCo, in writing, sending a completed IIP Application Form (Appendix 1) and two signed copies of the Confidentiality Agreement.

The completed application and signed Confidentiality Agreements should be sent to:

MRASCo
10 Fenchurch Street
London EC3M 3BE

- b) **Processing:** Gemserv, on behalf of MRASCo, receives and distributes the application and copies of the signed confidentiality agreements to the MRA Development Board (MDB) within required timescales for business as set out in the MRA.
- c) **MDB assessment:** The MDB may accept or reject the application, or request further information before making a decision. MRASCo will notify the applicant of the acceptance or rejection of the application and in the case of rejection the reason given by MDB for not granting the applicant IIP status.

Applicants granted IIP status will have returned to them a signed copy of the Confidentiality Agreement

- d) **MRA documentation:** The new IIP will be added to the MRA IIP list and will receive regular product updates and all correspondence relating to MRA Change Proposals including the minutes of the MDB, the sub-committee of MEC that agree changes on behalf of all MRA parties. IIP are entitled to provide Impact Assessment returns for any MRA Change Proposal.

4.3 Bi-annual review of IIP Status

There is recognition by the MDB that changes in the roles of companies that have been granted IIP status may change over time, and specifically companies may no longer require receipt of MRA correspondence associated with this status.

To ensure the listing in Schedule I of the MRA is up to date Gemserv on behalf of MRASCo will formally write out to IIP Contract Managers at two year intervals to:

- a) re-affirm that the provision of MRA and associated documentation is covered by the Confidentiality Agreement signed by the company, and
- b) seek written confirmation that the status of being an IIP is still valid. In the event of no response to this communication or an indication from the company that they no longer require being an IIP, the MDB will be advised and the company will be removed from Schedule 1 of the MRA. In this case no further MRA correspondence associated with the status would be provided to the company, including updates of the MRA and associated documentation.

5 Application for Green Deal Interested Participant (GDIP) Status

5.1 Prerequisites for becoming an GDIP

The necessary pre-requisite for becoming a GDIP are either:

- a) being the secretary to the GDAA Panel; or
- b) any person not entitled to become a party to the MRA, who:
 - i) has been assigned a Market Participant Id as a Green Deal Provider or Green Deal Remittance Processor;
 - ii) is a party to the GDAA; or
 - ii) in the reasonable opinion of MEC, has a legitimate interest in Green Deal Matters.

5.2 Process of becoming an GDIP

The GDIP process is based on the following steps:

- a) **Application:** the company applies to MRASCo, in writing, sending a completed IIP Application Form (Appendix 1) and two signed copies of the Confidentiality Agreement.

The completed application and signed Confidentiality Agreements should be sent to:

MRASCo
10 Fenchurch Street
London EC3M 3BE

- b) **Processing:** Gemserv on behalf of MRASCo receives and distributes the application and copies of the signed confidentiality agreements to the MEC within required timescales for business as set out in the MRA.

- c) **MEC assessment:** The MEC may accept or reject the application, or request further information before making a decision. MRASCo will notify the applicant of the acceptance or rejection of the application and in the case of rejection the reason given by MEC for not granting the applicant IIP status. MEC shall promptly notify all parties and the GDAA Panel of the registration or rejection of the Green Deal Interested Participant. Applicants granted GDIP status will have returned to them a signed copy of the Confidentiality Agreement.
- d) **MRA documentation:** The new GDIP will be added to the MRA GDIP list and will receive regular product updates and all correspondence relating to Green Deal Change Proposals including the Green Deal specific minutes of the MDB, the sub-committee of MEC that agree Green Deal changes on behalf of all MRA parties. GDIPs are entitled to provide Impact Assessment returns for any MRA Change Proposal relating to the Green Deal.

Subject to MEC agreement, GDIPs may also nominate a representative and an alternate for membership of Green Deal Expert Group (GDEG). The new GDIP will be added to the GDEG distribution list and will be invited to attend the meetings, along with receiving the corresponding minutes and papers.

5.2 Review of GDIP Status

If a GDIP fails to comply with the terms of its registration (i.e. ceases to operate in accordance with a Green Deal Role Code, breaches the terms and conditions as set out in the Confidentiality Agreement or is no longer a party to the GDAA) it will no longer receive MRA documentation and will be removed from the register. This will also trigger the revocation of its membership of the GDEG.

6 Appendix 1

Interested Industry Participant Registration Form

This form should be used to register or amend details for an Interested Industry Participant (IIP) or Green Deal Industry Participant (GDIP). The IIP/GDIP acts as the point of contact within organisations in respect of all MRA Change Proposals and for receipt of MRA product updates.

COMPANY DETAILS			
Company Name:			
Company Registration Number:			
Address:			
Role in Industry (delete as appropriate):		Agent	Consultancy
Other (please state):		GD Provider GD	Software Provider
			Remittance Processor
Please provide details to support your application. Continue on separate sheet if required:			
Market Participant Id and Role Code: (if applicable)			
CONTRACT MANAGER SPONSOR - (Any request to register an Interested Industry Participant who does not have a Market Participant Id must be sponsored by an MRA Signatory)			
Name:		Signature:	
Company Name:			
Class of Signatory: (delete as appropriate)		Supplier / Distributor	
Reason for sponsoring applicant:			
INFORMATION REQUIRED (please tick the relevant box(es))			
Product Updates (a charge may be applied): (The products are Master Registration Agreement (MRA), Data Transfer Catalogue (DTC), Working Practice Product Set (WPPS) and End to End Diagrams (E2E))			
Change Proposals (no charge): (These include changes to the products above)			
MRA CHANGE ADMINISTRATOR DETAILS for IIP (please provide details of the person within the applicant organisation who should receive details of Change Proposals/Updates)			
Name:			
Tel:		E-Mail:	
Fax:		Address:	
Signature:		Date:	
MEC/MDB Resolution			
Date at which Application reviewed by MEC/MDB:			
Result of MEC/MDB Resolution:			
Operations Manager Signature:			
Any comments:			

Please return the completed form to MRASCo at 10 Fenchurch Street, London, EC3M 3BE or Fax Number: 020 7090 1001 or Email Address: helpdesk@gemserv.com

7 Appendix 2

Confidentiality Agreement

This is a Confidentiality Agreement between MRA Service Company Limited (registered no. 3490321) whose registered office is at 10 Fenchurch Street, London EC3M 3BE (the "Company") and (registered no.) whose registered office is at (the 'Party').

The purpose of this Agreement is to establish the terms and conditions under which the Company will provide information to the Party: [delete as appropriate]

- for the sole purpose of the Party providing services to the competitive electricity market in GB;
- in connection with the Party's application to be registered as a Interested Industry Participant under the Master Registration Agreement made between the Company and others dated 1st June 1998; or
- in connection with the Party's application to be registered as a Green Deal Interested Participant under the Master Registration Agreement made between the Company and others dated 1st June 1998.

Such information includes, but is not limited to, data, software, documents, technical information, presentations and discussions, operating procedures, contracts and agreements, analyses and studies ('Information').

Neither the Company nor any of its directors, agents or employees makes (or is authorised to make) any representation or warranty (express or implied) as to the accuracy or completeness of the Information and no representation is made or is to be implied that the Information will remain unchanged.

The Party hereby recognises and agrees that all Information that is disclosed to the Party by any agent or employee of the Company in connection with the Purpose is to be treated as confidential. The Party further agrees that:

- the Information provided in relation to the Purpose shall be deemed confidential whether or not marked as confidential and should be safeguarded accordingly;
- the Information be limited in use on a strictly "need to know basis" only;
- the Information will be used only for the Purpose outlined above;
- the Information and all rights to it shall be considered the exclusive property of the Company; and
- it will take all necessary steps to ensure that its employees, directors, officers, representatives and agents comply with all the provisions of this Agreement.

Notwithstanding the above, the Party shall not be under any obligation under this Agreement, or the obligation will cease as appropriate, if:

- the Party can prove, by evidence in writing, that it already had knowledge of the Information prior to the disclosure by the Company; or,
- the Information is or comes into the public domain through no breach of the Agreement; or,
- the Party is required to disclose the Information by order of a court, in which case, the Party will promptly notify the Company of such requirement; or,
- the Information becomes lawfully available to the Party from a third party free of any confidentiality restriction; or
- the Information is independently developed by the Party provided it can be shown that such development was carried out by persons without access to the Information.

The Party accepts that any breach of this Agreement could cause injury to the Company and that monetary damages would not be an adequate remedy. In the event of a breach or threatened breach by the Party, the Company shall be entitled to injunctive relief and the Party shall reimburse the Company for any costs, claims, demands or liabilities arising directly or indirectly out of a breach. The Company is not prohibited from pursuing any other remedies available to it for a breach or threatened breach.

This Agreement shall be governed by and construed in accordance with English law and the English Courts shall have exclusive jurisdiction for all matters arising under it.

Representative of Party _____

Signature _____ Date _____

Representative of the Company _____

Signature _____ Date _____