



The MRA Agreed Procedure for Erroneous Transfer Performance Assurance

MAP 30

Document Reference: MAP_30
Version: V1.0
Status: Final
Date: 27/06/2019

Table of Contents

- 1 Introduction 3
- 2 Performance Assurance Framework and Scope..... 3
- 3 ET Performance Assurance Board (ETPAB) 3
- 4 ETPAB Objectives 3
- 5 ETPAB Membership 4
- 6 Chairperson 5
- 7 Independence and Confidentiality 5
- 8 Secretariat 6
- 9 Meetings 6
- 10 Conflict of Interest..... 7
- 11 Funding..... 7
- 12 ET Performance Reporting..... 7
- 13 Performance Management 8
- Annex A - ETPAB Membership 10

MRA

1 Introduction

- 1.1 An Erroneous Transfer (ET) occurs in the circumstances described in MRA Agreed Procedure 10 (The Process for Resolution of Erroneous Transfers).
- 1.2 The purpose of this MRA Agreed Procedure (MAP) is to set out the arrangements for the administration of the Erroneous Transfer Performance Assurance Framework (the “**Framework**”) including:
- (a) the Framework’s scope and purpose;
 - (b) the Erroneous Transfer Performance Assurance Board (ETPAB) and its objectives; and
 - (c) the scope, operation and provision of services by the ETPAB Secretariat.
- 1.3 This MAP is intended to work in conjunction with the equivalent arrangements which apply for gas, and changes to this MAP should be progressed in conjunction with equivalent changes to the Supply Point Administration Agreement (SPAA).

2 Performance Assurance Framework and Scope

- 2.1 The Framework is the overarching framework for ET performance assurance.
- 2.2 The purpose of the Framework is to seek to achieve incremental and continuing performance improvement in the reduction and resolution of ETs.
- 2.3 The scope of the Framework is limited to ETs occurring in the electricity market in England Wales and Scotland, excluding Half Hourly (HH) and Unmetered Supply (UMS).
- 2.4 The Framework will be overseen by the ETPAB who shall monitor each Supplier's compliance with clauses 15 and 18.8A of the MRA.
- 2.5 In the event of any conflict between the MRA and this MAP then the MRA shall prevail.

3 ET Performance Assurance Board (ETPAB)

- 3.1 The ETPAB is a sub-committee of the MRA Executive Committee (MEC).

4 ETPAB Objectives

- 4.1 The ETPAB's objectives are to:

MRA

- (a) determine the appropriate reporting and analysis to measure ET performance and risks to it;
- (b) create a methodology to be used to develop appropriate ET performance assurance targets, including the creation and ongoing management of risk;
- (c) determine appropriate performance assurance targets to apply to Suppliers in respect of Erroneous Transfers, for final approval by MEC (the targets approved by MEC from time to time being the "**ET Performance Targets**");
- (d) monitor performance against the ET Performance Targets for each Supplier against the relevant performance metrics;
- (e) manage any enforcement activity that may be required; and
- (f) create a regime incentivising the required performance, if necessary, by proposing changes to the agreed targets and/or modifications to the MRA and its products.

5 ETPAB Membership

- 5.1 The ETPAB shall be composed of 6 industry expert members (as nominated by Supplier Parties and as appointed via the selection process as set out in Annex A) (each an "**ETPAB Member**").
- 5.2 Each ETPAB Member shall be entitled to attend, and to speak and vote at, every meeting of the ETPAB.
- 5.3 Each ETPAB Member shall be entitled to appoint an alternate (as nominated by Supplier Parties and as appointed via the selection process as set out in Annex A) who may attend, speak and vote at the ETPAB in the ETPAB Member's absence.
- 5.4 ETPAB Members and alternates shall be individuals who have a good knowledge of retail electricity governance, and who understand the business and technical impact that ET's have on the industry. Representatives should be prepared to take actions/circulate material and report to the ETPAB on views and actions taken.
- 5.5 In addition to the above, the following are entitled to attend, to speak but not vote at any ETPAB meeting:

MRA

- (a) an observer representing the Authority;
- (b) an observer representing Citizens Advice and/or Citizens Advice Scotland;
- (c) any expert required by the ETPAB Members and agreed in advance of the meeting by the ETPAB Chairperson; and
- (d) any other person who may have a legitimate interest in the business of the ETPAB, as agreed in advance of the meeting by the ETPAB Chairperson.

5.6 Each ETPAB Member shall serve for such period as MEC reasonably determines, or until that ETPAB Member resigns or ceases to satisfy the requirements of this paragraph 5.

5.7 Save to the extent otherwise specified in this MAP or the MRA, the ETPAB shall conduct its business in accordance with such procedural rules as it considers appropriate.

6 Chairperson

6.1 There shall be a chairperson to the ETPAB (the "**ETPAB Chairperson**") who shall be a person appointed (and removed) by the MEC from time to time.

6.2 There shall also be an alternate chairperson to the ETPAB who shall be a person appointed (and removed) by the MEC from time to time. In the ETPAB Chairperson's absence, the alternate will fulfil the role of ETPAB Chairperson and exercise the powers, functions and responsibilities of the ETPAB Chairperson.

6.3 In order to assist the MEC in its appointment of the ETPAB Chairperson and alternate ETPAB Chairperson, the Secretariat will present recommended candidates for the two roles to the MEC for decision.

6.4 The ETPAB Chairperson's role will be to chair meetings, facilitate discussions, and encourage consensus on issues for decision. The ETPAB Chairperson shall not be entitled to vote on any resolutions of the ETPAB.

6.5 The MEC will review the appointment of the ETPAB Chairperson and alternate on a yearly basis. The normal term of office for each the ETPAB Chairperson and alternate is 12 months.

7 Independence and Confidentiality

7.1 Each ETPAB Member shall act independently, impartially and shall not be representative of, and shall act without undue regard to, the interests of any body, person or class of persons.

7.2 ETPAB Members shall acknowledge that in carrying out their duties and functions as an ETPAB Member they may, during their business, be in receipt of confidential information and as such each ETPAB Member will be required to sign a confidentiality agreement (in a form approved by MEC).

MRA

7.3 No ETPAB Member shall disclose any confidential information received in their capacity as an ETPAB Member to any person except where:

- (a) expressly required under the MRA and/or this MAP;
- (b) the disclosure of data is to the Authority and/or MEC;
- (c) the data is in the public domain;
- (d) required to do so to comply with any dispute resolution process under the MRA or required to do so by law.

8 Secretariat

8.1 There shall be a Secretariat to the ETPAB ("**ETPAB Secretariat**"), and this function shall be undertaken by the Secretariat or a person (or persons) appointed (and removed) by MEC from time to time.

8.2 The ETPAB Secretariat shall not be an ETPAB Member.

8.3 The ETPAB Secretariat shall provide secretarial support to the ETPAB as required. This support shall include but not be limited to: analysis of ET reporting for presentation to the ETPAB; preparation of agenda/meeting materials; agreeing and sending out agenda/meeting materials; booking meetings; controlling the logging and circulation of documents; taking minutes; creation and maintenance of an action log, management of any agreed performance management activity; and maintaining contact lists.

8.4 Due to the commercially sensitive nature of the discussions held at the ETPAB, the agendas, minutes and any meeting papers associated with the ETPAB will be handled as confidential and will not be made publicly available. They will, however, be made available to the MEC and (upon formal request) the Authority.

9 Meetings

9.1 The ETPAB shall hold meetings with such frequency as it may determine or the MEC may direct, but in any event shall meet at least once every three months.

9.2 No business shall be transacted at any meeting of the ETPAB unless a quorum is present at that meeting. The quorum for each ETPAB meeting shall be four ETPAB Members (or their alternates) appointed at the relevant time, plus the ETPAB Chairperson (or the ETPAB Chairperson's nominated alternate).

9.3 All decisions of the ETPAB shall be by resolution. In order for a resolution of the ETPAB to be passed at a meeting, a simple majority of those ETPAB Members voting at that meeting must vote in favour of that resolution.

MRA

10 Conflict of Interest

- 10.1 ETPAB Members have a duty to act independently. Where a potential conflict of interest arises, the relevant ETPAB Member shall disclose the potential conflict to the ETPAB Chairperson. This may arise, for example, where an ETPAB decision concerns the ETPAB Member's employer, or a member of the same corporate group as the ETPAB Member's employer.
- 10.2 If the ETPAB Chairperson decides (after consultation with other members if necessary including but not limited to circumstances where an ETPAB Member does not volunteer to absent themselves from voting on such matters) that an ETPAB Member has an actual or perceived conflict of interest, then the ETPAB Chairperson may determine whether the ETPAB Member in question should be required to absent themselves from that particular item of ETPAB business and/or whether a recommendation should be made to the MEC that such ETPAB Member be removed as a member (temporarily or permanently).
- 10.3 Should an ETPAB Member be required to absent themselves from ETPAB business during a meeting due to a conflict of interest, then a quorum of ETPAB Members must still be present in order for ETPAB business to continue to be transacted.
- 10.4 Any decision of the ETPAB Chairperson (and/or the MEC) in this regard shall be final and binding.

11 Funding

- 11.1 MRASCo Ltd will be responsible for the costs of relevant Secretariat services and ancillary charges such as meeting and teleconferencing charges.
- 11.2 Participants will be responsible for their own costs of attending any meetings.
- 11.3 The ETPAB shall not incur any other costs unless approved by the MEC.

12 ET Performance Reporting

- 12.1 MEC shall procure monthly reports for the ETPAB detailing all available Supplier performance against the ET Performance Targets over the previous 12-month period ("**ET Performance Monitoring Reports**").
- 12.2 The ET Performance Monitoring Reports will be analysed by the ETPAB Secretariat in the first instance with a monthly summary being provided to the ETPAB for consideration in advance of the ETPAB meetings.
- 12.3 An anonymised version of the ET Performance Monitoring Reports will also be circulated by the ETPAB Secretariat to each Supplier alongside its own individual ET Performance Monitoring Report results.

MRA

- 12.4 Suppliers will be afforded an opportunity to provide a response and associated narrative in relation to their own performance in advance of the ETPAB meetings where appropriate.
- 12.5 The ETPAB shall monitor each Supplier's performance against the ET Performance Targets based on the ET Performance Monitoring Reports.
- 12.6 The ETPAB shall report on such performance to MEC as and when requested by MEC, and (in any event) following every ETPAB meeting.
- 12.7 The ETPAB shall use the ET Performance Monitoring Reports to help determine the methodology to be used to develop the ET Performance Targets.
- 12.8 The ETPAB shall use the ET Performance Monitoring Reports to determine the provisional ET Performance Targets for approval by MEC.
- 12.9 Once the ET Performance Targets have been approved by MEC, the ETPAB will review these targets on a regular basis to ensure that ET performance remains in a state of continuous improvement.
- 12.10 Any changes to the ET Performance Targets shall be through change control which shall be overseen by the appointed ETPAB Chairperson and shall be approved by MEC.

13 Performance Management

- 13.1 The ETPAB can take the following steps that form an exhaustive list of actions in respect of a Supplier persistently failing to meet the required ET Performance Assurance Targets ("Enforcement Actions"):
- (a) Letter from the ETPAB Chairperson to the Supplier's Contract Manager requiring response within a prescribed timeframe which shall include an action plan to take steps to meet the required ET Performance Assurance Target.
 - (b) Monitor the Supplier's performance against an action plan provided by the Supplier.
 - (c) Request that the Supplier attends a meeting in person to discuss performance and to agree future corrective action required and timescales for improvement.
 - (d) Initiate the MRA breach procedure as outlined in MAP 16 – MRA Event of Default and Material Breach Procedure.
- 13.2 Any output from the ETPAB shall remain confidential and will only be shared with the MEC and (upon formal request) the Authority.
- 13.3 Any data provided to the Authority by the ETPAB would be provided for information only, on the basis that the Framework is intended to be code-led and independent of the Authority. It does not restrict or interfere with any action the Authority can take, and the Authority retains the right

MRA

to take its own enforcements or compliance action against Suppliers.

- 13.4 Where the ETPAB identifies potential issues relating to the industry processes these will be passed to the appropriate groups for consideration.

14 Definitions

- 14.1 In this MAP, the following words and expressions have the following meanings, unless the context otherwise requires:

" Enforcement Actions "	has the meaning given to that expression in paragraph 13.1.
" Erroneous Transfer " and " (ET) "	is defined in MAP 10 (The Process for Resolution of Erroneous Transfers).
" ETPAB Chairperson "	has the meaning given to that expression in paragraph 6.1.
" ETPAB Member "	has the meaning given to that expression in paragraph 5.1.
" ETPAB Secretariat "	has the meaning given to that expression in paragraph 8.1.
" ET Performance Monitoring Reports "	has the meaning given to that expression in paragraph 12.1.
" ET Performance Targets "	has the meaning given to that expression in paragraph 4.1(c).
" Framework "	has the meaning given to that expression under paragraph 1.2.
" MRA "	means the Master Registration Agreement maintained pursuant to the Electricity Distribution Licences.

Annex A - ETPAB Membership

1 ETPAB Membership

- 1.1 In order to establish the ETPAB Membership and appoint the ETPAB Members, a notification shall be sent by the ETPAB Secretariat to each Suppliers Contract Manager.
- 1.2 The notification will advise that each Supplier may propose to the ETPAB Secretariat one (1) candidate for selection as an ETPAB Member, and the date by which such proposal must be made.
- 1.3 Where a Supplier proposes a candidate, it shall at the same time provide the ETPAB Secretariat with an application form and an accompanying summary of relevant experience which have been completed by the candidate.
- 1.4 In the event that the number of candidates validly proposed is greater than the number of positions for ETPAB Members available, the ETPAB Chairperson shall be responsible for reviewing the applications and making a recommendation to the MEC for decision on which candidates shall serve as ETPAB Members. This recommendation will be made on the suitability of the applicants based on the information in the application form and CV provided.
- 1.5 Where the number of candidates validly proposed is less than the number of positions for ETPAB Members available or where an appropriate candidate has not been identified, MEC may in their absolute discretion appoint ETPAB Members from time to time on the basis of such reasonable process as the MEC may determine.

MRA

Document Controls

Change History

Version:	Status:	Date of Issue:	Reason for Issue:
0.1	Draft	12/11/2018	For consideration by ETPAB Development Forum
0.2	Draft	05/12/2018	Revised following feedback received at the November ETPAB Development Forum
0.3	Draft	17/12/2018	Revised following feedback received at the December ETPAB Development Forum
0.4	Draft	18/01/2019	Revised following legal review
0.5	Draft	12/04/2019	Revised following MDB Impact Assessment comments and ETPAB development forum review.
1.0	Final	27/06/2019	Finalised for operational use.

Quality Assurance

Review:			
Name	Role	Responsibility	Date of review
Jessica Davis	MRA Delivery Team	Quality Review	20/06/2019
Approval for Issue to Industry:			
Name	Role	Responsibility	Date
Eugene Asante	MRA Delivery Team	Fit for Purpose	25/06/2019

MRA Approvals

Approval for recommendation to authority		
Name:	Recommendation:	Date
MDB	Approved	30/05/2019

Change Approvals and Consents

Name	Organisation	Responsibility	Date