

Scheme Agreement: Perseus (pilot)

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0. Agreement

This **Data Sharing Scheme** is the **Perseus Scheme**.

This Agreement is entered into by You and the eligible entities that are admitted as members (collectively referred to as “Members”).

Prerequisite Contracts

Adoption of this Scheme requires that the following prior Agreements are in place.

- IB1 Membership V2023-01-01
- IB1 Trust Framework V2024-09-01

Copies accessible via <https://ib1.org/terms>

Interpretation Clauses: This Agreement shall be interpreted in accordance with common legal principles, and any ambiguity shall be resolved in a manner consistent with the goals and intent of the Scheme.

1. Definitions and Interpretations

Standard definitions are included herein, and maintained at:

<https://ib1.org/terms/definitions>

Data or Scheme Data	refers to any information exchanged under the Scheme, including personal, anonymized, and aggregated data
Scheme Member	refers to any organisation or entity that has been admitted into the Scheme and agrees to adhere to its rules
Data Controller	Has the same definition as “controller” as defined under applicable data protection laws.
Data Processor	Has the same definition as “processor” under the UK GDPR.
Permitted Purposes	defines the specific uses of data authorised under this Scheme, which may include regulatory compliance, analysis, or service improvement.
Trust Framework	means the policies, standards, and protocols governing the Scheme, ensuring data integrity, security, and compliance.
Trust Framework Guidance	Means any guidance given as part of the Trust Framework.
Domestic Law	means the law of the United Kingdom or a part of the United Kingdom.
GDPR Right	means any right given to a data subject by the UK GDPR exercisable directly against a controller.

UK GDPR	as defined in section 3 of the Data Protection Act 1998 The terms “controller, “data subject, “personal data”, “processor”, and “processing” have the meanings given to them by the UK GDPR (or, where applicable, such wider interpretation as may have been provided for in the Data Protection Act 1998).
Resource Consumer	including, but not limited to, Energy Consumer as defined in SEC
Consumption Data	Including, but not limited to, energy consumption data in kWh
Consumption Data Provider (CDP) or Energy Data Provider (EDP)	Including, but not limited to, an energy data supplier
Carbon Accounting Provider ('CAP')	Limited to carbon accounting solutions providers that provide software-as-a-service solutions
Derivative Data	GHG Emissions Data created by the CAP as defined by PCAF in kgCO ₂ e
Derivative Data Supplier	Derivative Data delivered by CAP to a Financial Service Provider and/or the SME.
Standards Body	An industry body that provides carbon or greenhouse gas reporting standards
Financial Services Provider (FSP)	UK Public Finance Institution, UK Bank or UK Lender as defined as an organisation licensed by the UK FCA to enter into a regulated credit agreement as lender in accordance with The Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, Section 60B(1)
Scheme Data Flow	Consumption Data from Consumption Data Provider to Application Provider, and Derivative Data from a Derivative Data Supplier to a Financial Services Provider
Scheme End Beneficiary	a UK SME as defined below
Scheme Data Subject	a Data Subject as defined under GDPR or an SME under an equivalent definition and/or regulation or code
Scheme Policies	Policies applicable to this specific Scheme located in the Registry and available via unique URLs
Data Right Notice	Means any communication received by a Member that appears to be the exercise or purported exercise of a GDPR Right.
UK SME	Means any legal person that has fewer than 250 employees and a turnover of less than €50 million or a balance sheet total less than €43 million as determined or amended by the UK Government from time to time.
Deletion Date	31 December 2024

2. Purpose, parties, interpretations

2.1. Purpose of this Scheme

The purpose of this Data Sharing Scheme is to facilitate the secure, efficient, and standardised exchange of data among Members, including but not limited to, businesses, regulatory bodies, and other approved organisations. The Scheme is designed to support transparency, compliance, and innovation within the relevant industry or sector.

These Terms serve as a common agreement for Members of this Data Sharing Scheme, ensuring a common understanding of expectations, standards, and compliance requirements.

This Scheme aims to:

- Enable secure and authorised data sharing among trusted Members.
- Enhance the quality, consistency, and reliability of shared data.
- Ensure Members comply with relevant data protection, privacy, and security regulations (e.g., GDPR).
- Promote transparency and accountability within the data-sharing ecosystem.
- Facilitate the use of shared data for specific purposes, such as sustainability initiatives, regulatory compliance, or financial services.

Industry Relevance, Background and Rationale

The scheme serves sectors where data sharing is critical to achieving industry-wide objectives, such as environmental compliance, financial transparency, or digital innovation.

Industry Challenges: Many industries face challenges around data interoperability, trust, security, and compliance, which can inhibit innovation and create inefficiencies. This Scheme is designed to address these challenges by providing a trusted environment for data sharing.

Need for a Trust Framework: The Scheme operates within a structured Trust Framework, ensuring that all Members adhere to a common set of policies, standards, and practices, which build trust, minimise risks, and promote reliable data sharing.

Legal and Regulatory Context: The Scheme is established in alignment with relevant laws and regulations, including data protection and privacy laws (e.g., GDPR), as well as industry-specific standards. By joining the Scheme, Members agree to comply with these requirements and ensure responsible data usage.

2.2. Parties to the Agreement

Members may include:

- Businesses: organisations that contribute data, benefit from data access, or both.
- Service Providers: authorised third parties that facilitate data storage, processing, or analytics.

Related parties may include:

- Governance parties: approved parties that contribute to and participate in governance of the Scheme
- Standards Bodies: parties that contribute to the definition of standards

3. Governance, Membership, Roles

3.1. Governance

- 3.1.1. Governance of the Scheme is overseen by a Steering Group, Delivery Oversight Committee, and codesigned via Advisory and Working Groups.
- 3.1.2. Members of these groups are defined in Appendix A.
- 3.1.3. Standard operating procedures for these groups is outlined at <https://ib1.org/sops/governance-schemes/>

3.2. Common requirements & obligations of Scheme members

- 3.2.1. Perseus members shall comply with all Scheme Policies specified in the Registry at the following URL: <https://registry.core.trust.ib1.org/scheme/perseus/all-policies>. Scheme Policies are not immutable and are subject to change via the Scheme governance process (see <https://ib1.org/sops/governance-schemes/>) by which existing Scheme Policies may be deleted and new ones added.
- 3.2.2. Members shall adhere to industry best practices in carbon accounting, ensuring accurate data processing and reporting, and commitment to sustainable finance principles
- 3.2.3. Members shall adhere to industry best practices in data security
- 3.2.4. Members shall adhere to industry best practices in permissioning and privacy, including compliance with relevant regulations (e.g. GDPR).

3.3. Financial Service Provider:

- 3.3.1. Organisations: Bank and Lender FSPs as defined
- 3.3.2. Role(s): Usage of derivative data to assess the sustainability profiles of SMEs for the purpose of green financing and risk assessment in line with ESG criteria.

3.4. Carbon Accounting Providers

- 3.4.1. Organisations: Carbon accounting software providers, sustainability reporting platforms
- 3.4.2. Role(s): facilitate the tracking and reporting of emissions data, helping SMEs and Financial Institutions make informed decisions on carbon reductions and compliance with sustainability goals

3.5. Energy Data Providers

- 3.5.1. Organisations: Energy data providers and/or aggregators
- 3.5.2. Role(s): supply of granular energy consumption data to support accurate emissions calculations by CAPs, enabling SMEs and FIs to track carbon emissions linked to energy usage.

3.6. Third-Party Auditors and Verifiers

- 3.6.1. Organisations: Accredited independent auditors, verification firms, and certification bodies that assess emissions data accuracy.
- 3.6.2. Role(s): provide independent verification of data accuracy, ensuring the reliability of emissions tracking and carbon reduction claims within the Scheme.

3.7. Landlords

- 3.7.1. Many SMEs operate in sublet property where they do not have direct access to the data. Access to, and permissioning of, data may involve commercial property owners, facilities managers, asset managers, building management systems providers and the SME.
- 3.7.2. Responsibility for alignment with and adherence to this Scheme and related permissioning is the responsibility of the EDP.

3.8. Standards Bodies

- 3.8.1. Standards Bodies are referenced by, and may participate in, the Scheme
- 3.8.2. Relevant organisations are listed in the Appendix

4. Data Rights and Licensing

4.1. Form of licence

- 4.1.1. Where any Member supplies Scheme Data to Another, it shall license it under an ib1:licence as defined within the Scheme Policies.

4.2. Effect of licence expiry

- 4.2.1. On the expiry of any such licence, if the receiving Member shall, if it no longer possesses a licence permitting it to retain the transferred data shall destroy all copies of the transferred data in its possession, with the exception of:
- 4.2.1.1. Any data for the time being present in cyclical backups that will be deleted in the normal course of events.
- 4.2.1.2. Any data it is required to keep by Domestic Law.

4.3. Fees and payment terms

- 4.3.1. Any charges or other commercial terms for the supply of Scheme Data levied between the Members are solely a matter for the parties involved.

4.4. Exclusivity

- 4.4.1. This Scheme is non-exclusive. Members are free to join other initiatives and approaches as appropriate to them.

4.5. Compliance with licence conditions

- 4.5.1. Any member who obtains Scheme Data shall comply with any conditions imposed by that licence, for example as to the uses of data permitted under the licence or the time for which that data may be retained, unless properly authorised to do otherwise by the licensor.

4.6. Data protection

- 4.6.1. Schedule 1 (data protection) has effect.

4.7. Data retention

- 4.7.1. Participants should retain data for the minimum viable period required to execute their roles and responsibilities within this Scheme. Participants in the data transfer (incorporating the Consumption Data Provider and Carbon Accounting Provider) must delete all data at the latest by the Deletion Date. The

Financial Service Provider will retain data in line with statutory and fund requirements.

5. Technical Requirements

Members are required to adhere to specific data standards (content, formats, structure), transmission (modes), security (machine and human), and assurability requirements as relevant to their role(s).

These requirements include, but are not limited to:

- Resource Consumption Data
- Derivative Data
- Transmission Requirements
- Assurability Requirements
- Security Measures and Protocols
- Compliance

These requirements are detailed in Appendix NNN

6. General Terms

6.1. Scheme Fees and Payment Terms

Fees and Payment Terms are defined in the Prerequisite Contracts for Agreement to this Scheme.

No amendments to such are required for this Scheme.

6.2. Confidentiality

Confidentiality clauses are defined in the Prerequisite Contracts for Agreement to this Scheme.

No amendments are required for this Scheme.

6.3. Intellectual Property Rights ('IPR')

IPR clauses are defined in the Prerequisite Contracts for Agreement to this Scheme.

No amendments to such are required for this Scheme.

6.4. Monitoring and Reporting

Monitoring and reporting requirements may include but are not limited to:

- Data Usage Reporting Requirements
- Compliance Monitoring and Verification
- Annual or Periodic Review of Member Performance
- Reporting Violations and Non-Compliance

For this Pilot, no formal Monitoring or Reporting is required.

6.5. Dispute Resolution

The Dispute Resolution process for this Scheme is defined at:

<https://ib1.org/terms/drp/> version: V2024-11-04

No amendments are required for this Scheme.

6.6. Termination and Suspension

Termination clauses are defined in the Prerequisite Contracts for Agreement to this Scheme.

No amendments are required for this Scheme.

6.7. Compliance, Obligations, Liability and Indemnification

Termination clauses are defined in the Prerequisite Contracts for Agreement to this Scheme.

In the context of the Perseus Pilot, you agree to commercially reasonable:

- Limitation of Liability for Parties
- Indemnification Obligations
- Exclusion of Indirect or Consequential Damages
- Liability for Data Breaches
- Compliance with Scheme Rules
- Obligations for Accurate Data Provision
- Liability for Misuse of Data
- Cooperation with Audits and Investigations

6.8. Audit and Compliance

Audit and Compliance requirements may include:

- Rights to Conduct Audits
- Frequency and Scope of Audits
- Member Cooperation in Audits
- Reporting and Remediation of Issues

For the Pilot, no formal Audit and Compliance is required.

6.9. Amendments and Modifications

This Scheme will be updated from time to time. This process is governed via the Scheme Steering Group, Delivery Oversight Committee and Advisory Group process as described at <https://ib1.org/sops/governance-schemes/>

This includes the processes for:

- Process for updating the Scheme rules and policies
- Notifications of Changes to Members
- Approval of Amendments by the Scheme governance
- Rights to Withdraw Upon Significant Changes

6.10. Representations and Warranties

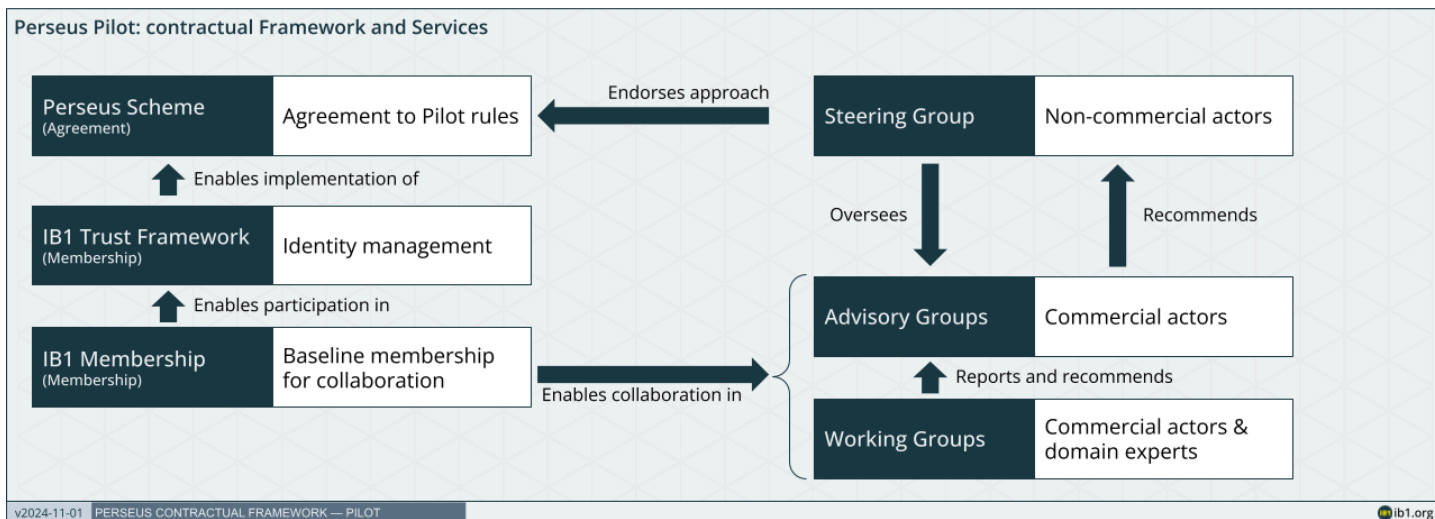
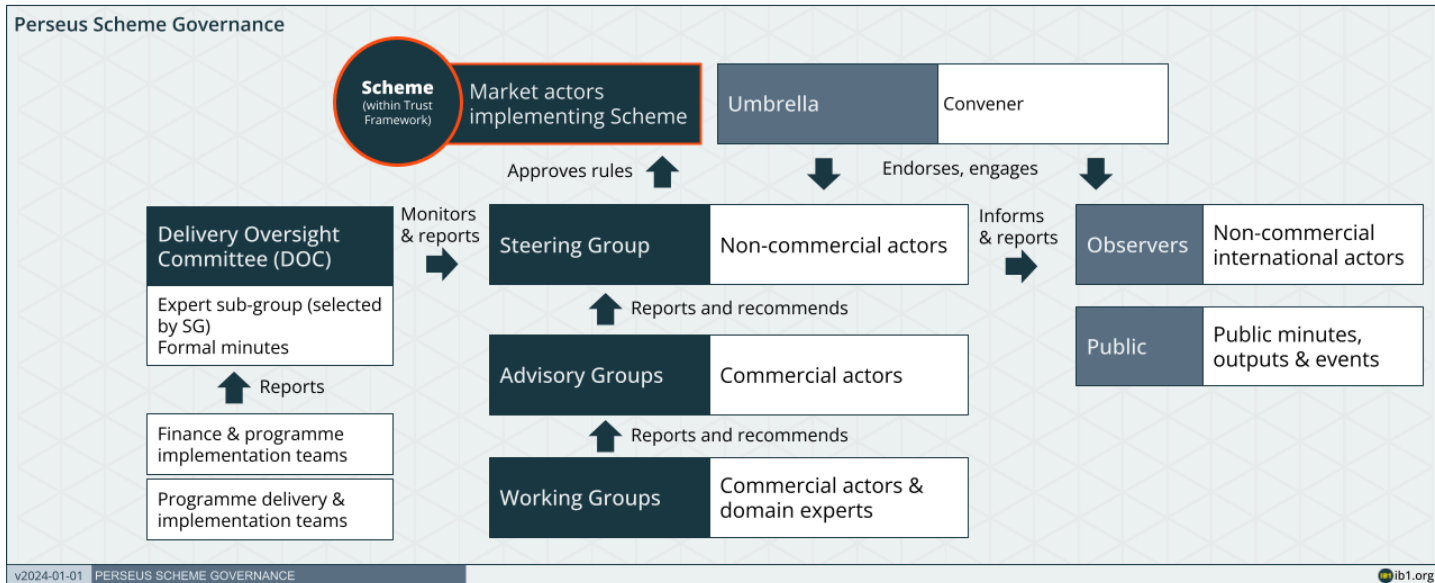
- 6.10.1. Baseline Representations and Warranties clauses are defined in the Prerequisite Contracts for Agreement to this Scheme.
- 6.10.2. Representations and Warranties required for this Scheme may include:
- Warranties of Data Accuracy and Quality
 - Compliance with Laws and Regulations
 - Authority to Enter into Agreement
 - Mutual Representations of Good Faith
- 6.10.3. For the Pilot, no additional Representations and Warranties are required.

6.11. Execution

- 6.11.1. Adoption of this Agreement can be made by the Authorised Representative of your organisation using the online process available at <https://ib1.org/perseus/pilot/> or an appropriate online document signing service.

7. Appendix, Schedules & Exhibits

7.1. Schematics: governance, membership, agreement



7.2. AG1: Methodology, Ecosystem Map, Assurance

Reference reports (will be on public URLs)

☰ Report: Perseus Assurability Framework AG1-WG3 v2024-10-14 DRAFT INTERNAL

☰ Report: Perseus AG1 WG1 WG2 WG4 Product User Needs Ecosystem Map v2024-1...

Standards Bodies

- Partnership for Carbon Accounting Financials (PCAF). An industry-led partnership to facilitate transparency and accountability of the financial industry to the Paris Agreement. Ref: <https://carbonaccountingfinancials.com>
- Greenhouse Gas Protocol, "GHG Protocol" is an initiative managed by World Resources Institute ("WRI") and World Business Council for Sustainable Development ("WBCSD"). Ref: <https://ghgprotocol.org>

7.3. AG2: Technical requirements

Reference reports (will be on public URLs)

- ☰ outputs: Perseus AG2 WG1 Data Standards including Permission, Auditability, logging and monitoring
- ☰ report: Perseus Provenance and Assurance - technical outline v2024-10-13 ...

Schedule 1: Data Protection

This schedule governs the processing by Members of Scheme Data. In the event of any conflict between the provisions of this schedule and any other part of this Data Sharing Scheme Agreement, the provisions of this schedule shall prevail.

Additional Protection to SMEs

In addition to protecting the rights of data subjects, this schedule shall extend the same rights and protections to UK SMEs as if they were natural persons, accordingly in its application to this schedule the UK GDPR shall be applied as if the phrase "natural person" were replaced by "natural person or UK SME" and the remainder of this schedule shall be interpreted consistently with this aim.

General

All Members are Data Controllers.

Each Member shall comply with obligations imposed on it by the UK GDPR.

Where it would not be reasonably practical for one (the Requesting Member) to comply with a duty imposed on it by the UK GDPR without assistance from another Member (the Assisting Member), then the Assisting Member shall provide such assistance to the Requesting Member within a reasonable time of a request to do so.

Notwithstanding any obligation of confidence owed to any other Member, each Member shall be free to communicate the essence of this Schedule to a data subject.

Data rights exercisable by data subjects

If a Member receives a Data Right Notice relating to Scheme Data, then:

- If it believes any of the data to which the notice relates is being processed by another Member, it shall at its discretion, consulting with the Scheme Data Subject where necessary, either refer the Scheme Data Subject to the other Member; or pass on any relevant part of the Data Right Notice to the Other Member which shall treat it as having been given to them.
- If it is unclear to the Member whether any of the data to which the notice relates is being processed by another Member, it shall clarify the question with the giver of the notice.
- Having done so, it shall give an appropriate response to the Data Right Notice, .

But in handling a Data Right Notice, Members shall not communicate any personal data relating to the Scheme Data Subject to one another without the prior consent of the Scheme Data Subject.

Information rights

Each Member shall provide all information it is required (and in such manner as it is required) to do so under Articles 13 and 14 of the UK GDPR, as applicable, taking into account any Trust Framework Guidance. It is up to Members to design and populate their own privacy notices.

Supplementary policies

Members shall comply with any Scheme Policies relating to the operation of this schedule to the extent that they do not contradict the provisions of this schedule.

Schedule 2: Data Licence Terms

Interpretation

These licence terms are intended for use as the `ib1:licenceTerms` property of an RDF resource of type `ib1:Licence` (“this Licence”). Where this Licence is applied (see below) it will give effect to a licence on these licence terms. This Schedule will be recorded as standard in the Registry, a copy is presented below for transparency.

Definitions

RDF properties

These terms will refer to a number of properties and RDF data types of that resource with abbreviated URLs using the specification in the Turtle language defined by the W3C.

Accordingly any term consisting of two words separated by a colon absent any intervening white space – in other words in the form as “`prefix:name`” – shall be interpreted as a URL where the first word is expanded to the URL prefix in the table below, with the second word appended.

Prefix namespaces used in this licence are:

dcterms	http://purl.org/dc/terms#
ib1	https://registry.ib1.org/ns/1.0#

Other definitions

In these terms:

- “Member”. “Data Provider” and “Catalog Entry” are defined in the ib1:trustFramework
- “Grantor” means the Member identified by the certificate which signs the transfer step (defined below).
- “Grantee” means the Member identified by the “to” property of the transfer step.
- “Data” means the data identified by the transfer step.
- “Its data rights” in relation to a Member and specific data, means those property rights capable of subsisting in data, and in particular the sui generis database right, that either belong to it, or which are licensed to it.

Application of these terms

This Licence may be applied to any transfer of data by including the URL of the ib1:Licence resource in the Registry in a transfer step (“this transfer step”) of a provenance record accompanying that transfer, where a “transfer step” is an association of keys with values, such as a JavaScript Object Notation (JSON) file and ‘including’ a licence means that the ‘licence’ value contains a URL to the ib1:Licence.

Licence grant

The Grantor grants a licence over its data rights in the Data to the Grantee, a non-exclusive, non-transferrable, royalty-free, irrevocable licence to use the data for any ib1:permittedUse, subject to the following conditions:

- If the ib1:scheme imposes further conditions of use, for example relating to the protection of personal data, those conditions shall apply;
- If the licence includes an ib1:permissionText term, the party providing the data must adhere to the Scheme Policies defining the correct use of Perseus permission text and associated evidencing processes
- If the ib1:licenceDuration term is present, the licence shall cease after that time interval from the timestamp property in the transfer step.
- Use of the data is restricted to a territory specified as an ib1:licenseTerritory term if that term is present
- Any additional conditions specified as ib1:additionalCondition term.

Where an ib1:permittedUse property permits the transfer of the data to another Member (“the recipient”) then the licence includes a right to sublicense to the recipient on these terms, provided that the licence metadata accompanying the sublicense complies with the applicable licence terms specified in the ib1:scheme.

In interpreting the text of an ib1:permittedUse property, the term “consumer” refers to any person, whether natural or legal,

This licence is to be interpreted in accordance with the law of England and Wales.

Schedule 3: Licence metadata definitions

This Schedule defines licence metadata to be used in any licence in accordance with Schedule 2. This Schedule will be recorded as standard in the Registry, a copy is presented below for transparency. All licences contain the following licence metadata:

ib1:licenseTerritory	United Kingdom
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Consumption Data licensed to a CAP

Licences of Consumption Data given by a CAP should contain the following additional metadata:

ib1:licenceDuration	2 (two) months [for the Pilot]
ib1:permittedUse	Estimate a Resource Consumer's greenhouse gas emissions
ib1:permittedUse	Prepare estimates of projected greenhouse gas emissions by a Resource Consumer following any proposed intervention(s) that could be financed: for each intervention a one-off estimate prior to the intervention, delivered once
ib1:permittedUse	"Prepare annual updates to corroborate projected emissions savings using derived greenhouse gas emissions at monthly resolution
ib1:permittedUse	Share emissions data with a financial institution of the Resource Consumer's choice, to facilitate that Resource Consumer's access to green finance products from that financial institution
ib1:permittedUse	Produce personalised recommendations of actions that the Resource Consumer could take to decarbonise (either financed or non-financed)

Derivative Data licensed to an FSP

Licences of Derivative Data to an FSP should contain the following additional metadata:

ib1:licenceDuration	2 (two) months unless required for statutory and fund requirements.
ib1:permittedUse	In order to consider a Resource Consumer's eligibility for green finance products
ib1:permittedUse	If a Resource Consumer is offered any green finance products as a consequence of the receipt of emissions data to them, in order to manage the Resource Consumer's use of that product, including monitoring their compliance with any conditions imposed by it
ib1:additionalCondition	If the recipient of this data uses the data as the basis for the issuing of a financial instrument, the licence duration shall be further limited to the duration of any compliance requirements related to that instrument

ENDS