



Scheme Agreement ESTF Assured Open Data

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0. Agreement

This **Data Sharing Scheme** is the **ESTF Assured Open Data 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 Energy Sector Trust Framework V2024-01-01

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>

Authorised Representative	Any person authorised by an organisation to execute agreements that legally bind the organisation
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	The Energy Sector Trust Framework (ESTF), containing 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).
Registry	The Energy Sector Trust Framework Registry, published at https://registry.estf.trust.ib1.org
Scheme Policies	Policies applicable to this specific Scheme located in the Registry and available via unique URLs

2. Purpose, parties, interpretations

2.1. Purpose of this Scheme

The purpose of this Data Sharing Scheme is to facilitate the efficient, and standardised publication of Open Data by 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:

- Provide assurance to consumers of Open Data published by Members
- Enhance the quality, consistency, and reliability of published data.
- Ensure Members comply with relevant data protection, privacy, and security regulations (e.g. members don't publish any data subject to data protection regulations such as GDPR as Open Data under the scheme)
- Promote transparency and accountability within the data-sharing ecosystem.

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 the Open Energy Steering Group, and codesigned via Advisory and/or 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. Assured Open Data Scheme members shall comply with all Scheme Policies specified in the Registry at the following URL: <https://registry.estf.trust.ib1.org/scheme/assured-open-data#Policy>.
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 ensure compliance with all requirements of organisational and dataset assurance levels before publishing data with those levels

3.2.3. Members shall adhere to industry best practices in data security

3.3. Roles

3.3.1. No organisational roles are defined by this Scheme

4. Data Rights and Licensing

4.1. Form of licence

4.1.1. Where any Member supplies Scheme Data, it shall license it under an Open Data licence as defined within the Scheme Policies.

4.2. Expiry

4.2.1. An Open Data license does not expire.

4.3. Exclusivity

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

4.4. Compliance with licence conditions

4.4.1. Any member who obtains Scheme Data shall comply with any conditions imposed by that licence, for example attribution

4.5.

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:

- Assurability Requirements
- Compliance

These requirements are detailed in the Registry at

<https://registry.estf.trust.ib1.org/scheme/assured-open-data/technical-profile>

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

Monitoring and reporting requirements are set out in the Policies section of the Scheme Registry as described in 3.2.

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.

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

Audit and compliance requirements are set out in the Policies section of the Scheme Registry as described in 3.2

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

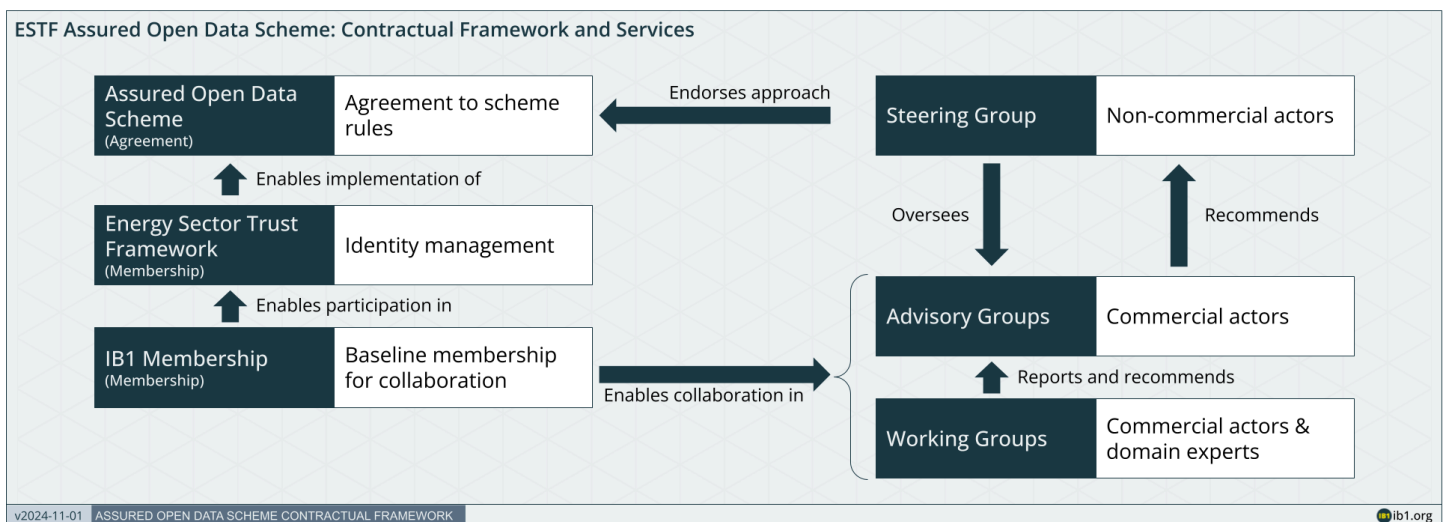
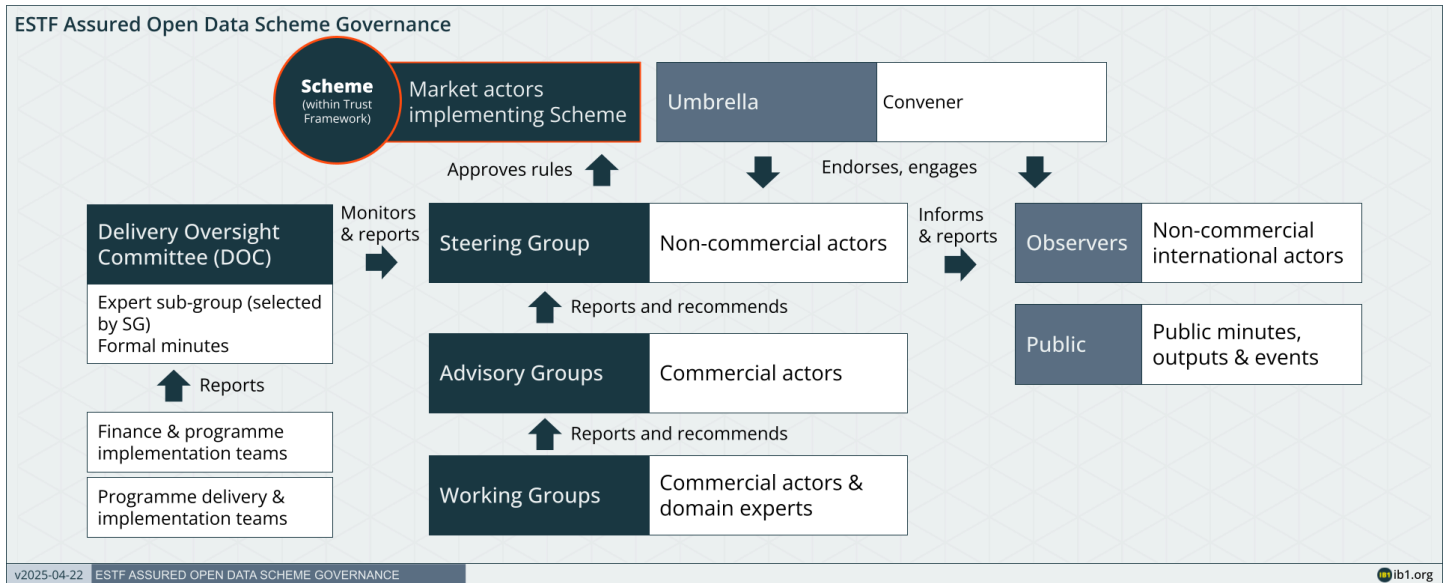
6.10.3. No additional Representations and Warranties are required.

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/tf/estf/> or an appropriate online document signing service.

7. Appendix, Schedules & Exhibits

7.1. Schematics: governance, membership, agreement



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.