

Prospering from the Energy Revolution Information Management Policy

Executive Summary

The aim of this Information Management Policy (the “Policy”) is to facilitate and create a trusted environment for organisations to share data under the Prospering from the Energy Revolution programme (the “Programme”).

The Policy aims to do the following.

- Assure Participants in the Programme (“Participants”) that all data shared will be treated with respect and confidentiality.
- Encourage a relationship of trust between Participants.
- Allow Participants to extract results data and information for wider dissemination both within and externally to the Programme.
- Share Data Sets and results datasets between all Participants to aid success of the Programme.

Data Providers will provide data for the Programme and this data will be treated in accordance with the following terms

- In line with the Principles defined below.
- In accordance with the controller’s obligations.
- In accordance with the processor’s obligations.
- Respecting another Participant’s intellectual property.
- Treat confidential information with respect and in accordance with standard confidentiality provisions.
- Accept that the Programme aims to forward development in the Energy industry and therefore acknowledge that results may be disseminated under this purpose.

Data Sharing Principles

The Programme hopes by providing an environment of assurance and trust with regards to data and information, it will show more successful outcomes for all Participants. It therefore aspires to operate in accordance with the following Principles. These Principles form the background of the clauses and obligations stated in this Policy.

Purpose Limitation: Data will only be used for the Programme unless stated otherwise.

Storage Limitation: Data will be kept no longer than necessary for the Purpose it is provided.

Data Minimisation: No more data than necessary will be held.

Accuracy: All processors, owners and controllers will endeavour to ensure data collected is accurate and up to date where possible.

Transparency and Accountability: Data usage and access will be recorded by the Data Managers as per the agreed Purpose.

Lawfulness: Data will be processed for a lawful Purpose and the Data Provider will have rights to share data.

Integrity: Data will be held under appropriate technical and organisational measures.

Confidentiality - the confidential nature of business information will be respected.

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Feedback to harsh.pershad@innovateuk.ukri.org by 30th Sept 2019

Background and Objectives

1. Information and data management policies may come to define the growth of smart local energy systems in the UK. Intellectual property safeguards value creation and capture for inventors and innovators. Consistent and transparent data analysis helps people understand how well innovations perform, improving decision making. Efficient data collection, processing and use reduces costs, effort and time. A professional and structured approach to information sharing will ensure regulatory compliance, minimise litigation risks, and protect the rights and privacy of all Stakeholders.

The aim of this Policy is to facilitate and create a safe environment for organisations to share data with and between the Energy Revolution Integration Service (ERIS) and Participants of the HM Government's Prospering from the Energy Revolution (PFER) Programme under the Industrial Strategy Challenge Fund, delivered by UK Research and Innovation (UKRI).

Key objectives of PFER are:

1. By 2022, prove investable, scalable local business models using integrated approaches to deliver cleaner, cheaper energy services in more prosperous and resilient communities that also serve to benefit the energy system as a whole.
2. Unlock 10x future-investment in local integrated energy systems versus business as usual in 2020s.
3. Create real world proving grounds to accelerate new products and services to full commercialisation.
4. To build UK leadership in integrated energy provision.

Participants include HM Government bodies (notably UKRI, BEIS, OFGEM, HMT) and those that are or will be in receipt of funds from PFER. The Participants will also liaise with Stakeholders, Academic Institutions and Industry Partners. The main PFER activities include:

1. Smart local energy systems concepts, designs, and demonstrators
2. Innovation Accelerator Programmes
3. Energy Revolution Research and Integration Network consisting of:
 - Energy Revolution Integration Service (ERIS) led by the Energy Systems Catapult
 - Energy Revolution Research Consortium (ERRC) led by **Strathclyde University**
– Also known as Energy Rev
 - Upskilled systems testing infrastructure and test facilities (TBA 20199)

3. Binding Nature of this Policy

This Policy and its contents are binding on all Participants. This Policy is either referred to in the Grant Offer Letter or, the Participant has explicitly signed and agreed to the terms of the Policy. The Policy and any updated versions of it, is contractually binding on all Participants.

4. Updates to this policy

This Policy may be updated from time to time as Innovate UK sees fit. This is to enable all parties and Participants to benefit from a lessoned learned approach. These updates will not materially interfere with the right of the Data Provider to withdraw access to the Data or the right to an appeal process as provided under this Policy.

Key Definitions

Affiliate Participants: PFER Participants who do not receive funding. E.g. OFGEM, National Grid.

Background Data: Any data or subset of a Dataset that exists outside of the timeframe and scope of the programme, in whatever form or nature, whether it can be protected or not, that is generated by any Participant, as well as any Intellectual Property Rights attached to it.

Confidential Information: All confidential information (however recorded or preserved) disclosed by a Participant or its employees, officers, representatives, advisers or subcontractors involved in the Programme who need to know the confidential information in question which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.

Core Participants: PFER Participants who receive or provide funding from the PFER Programme. This includes ERIS, ERRC, UKRI (including Innovate UK, Research Councils and their designated contractors, BEIS, KTN and others.

Data: Any data or subset of a Dataset used for the purposes of the Programme, this excludes Personal Data

Data Controller: A Participant who has a Licence to determine the Purpose of processing a Data Set or Data.

Data Manager: the person appointed by each Participant or Data Provider (where that Data Provider is not a Participant) who is responsible for ensuring compliance with the Policy and for liaising with the Data Programme Coordinator.

Data Processor: A Participant who has the right to use a Data Set in accordance with a Licence for a particular Purpose selected by the Data Provider.

Data Protection Legislation: all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

Data Provider: Any Stakeholder, Participant or other organisation who shares a Data Set for the Programme.

Data Receiver: Receiver is a Participant who receives Data, a Data Set or part of a Data Set from a Data Provider or another Participant. This may not be the Data Provider who originally supplied the Data Set for the Programme.

Data Request: When a Data Processor would like to use a shared Data Set a Data Request is defined. This consists of a Purpose and proposed Licence. This is submitted to a potential provider for consideration.

Data Set: Data provided by a Data Provider to be treated in accordance with a Licence.

ESC: Energy Systems Catapult Limited

ERIS: Energy System Integration Service, provided by ESC.

Innovate UK: the funding body for the Programme. It is one of the 9 councils within UK Research and Innovation established under the Higher Education Act 2018.

Licence: A licence is the terms of use of supplied Data. A Data Provider will choose a Licence under which to share Data for each potential Purpose requested. There are several predefined Licences outlined in Annex 2.

Licence Type: one of the categories of Licence described in sections 4.1.1 to 4.1.4 below and as further described in Annex 2.

Participant: Any individual or organisation that is involved in a PFER funder project either directly or indirectly. This is made of two types, Core Participants and Affiliate Participants.

Personal Data: Personal Data is defined as information that relates to an identified or identifiable individual. Non-exhaustive examples of this include name, telephone number, identification number, location data and online identifiers.

Principles: The stated set of principles that this policy is framed against. These outline the expected approach to Data sharing within the Programme.

Programme: Prospering from the Energy Revolution Programme (PFER) and its Participants.

Purpose: A time and scope bound activity or series of activities with written aims and outputs. The Purpose will include a definition of scope, expiry and review periods, access rights, definition of Data Controller and Data Processor rights along with use of outputs. A Purpose is accepted under use of a Licence. A Purpose is defined by a Data Controller on behalf of a Data Processor and is the basis of a Data Request.

Results Data: any tangible or intangible output of the Programme such as data knowledge or information, in whatever form or nature, whether it can be protected or not, that is generated by any Participant, as well as any Intellectual Property Rights attached to it. This can include Data derived from Data Sets using a mathematical, logical, or other type of transformation, e.g. arithmetic formula, modelling, composition, aggregation.

Stakeholder: A member of the industrial community that may be consulted by Participants to facilitate developments for the Programme. A Stakeholder may be an Affiliate Participant.

Other than the definitions specified, this Policy shall use the same rules of interpretation as the Grant Offer Letter.

Data Receiver's Obligations

- 5.1. A Data Receiver can act in a capacity as either Controller or Processor depending on the Licence given by the Data Provider.
- 5.2. It must act in accordance with the Licence specified by the Data Provider. [**Purpose limitation**]
- 5.3. The Data Receiver's institutional data policy and data storage systems will be appropriate to support the requirement of this programme data sharing policy [**Integrity**]
- 5.4. A Data Receiver shall establish and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk to prevent the unauthorised or unlawful use or processing of the Data Set and against accident, alteration, actual loss or destruction of, or damage to, the Data Set, having regard to the state of technological development. [**Integrity**]
- 5.5. The Data Receiver shall notify the Data Provider and Data Programme Coordinator if any Data is or is suspected to have been lost, stolen, destroyed or become damaged, corrupted or unusable and shall restore such Data at its own expense [**Integrity**].
- 5.6. If a Data Receiver wishes to use a Data Set for a purpose which has not been specified, the Data Receiver must check that this is either compatible with the original Purpose or obtain written consent from the Data Provider for the new Purpose [**Purpose limitation**].
- 5.7. A Data Receiver shall not do anything that may damage the reputation of the Data Provider without first informing the Data Provider and allowing a right to reply [**Transparency and Accountability**].
- 5.8. Where the Data Receiver is a Data Controller
It must record all data received, usage and access of data in accordance with the Purpose and Licence terms [**Transparency and Accountability**].
 - It must only allow data to be processed for a lawful purpose. It must treat any Personal Data contained in the Data it has received in accordance with Data Protection Legislation [**Lawfulness**]
- 5.9. Where the Data Receiver is a Data Processor:
 - It can only make copies of the data as allowed in the Licence specified by the Data Provider; [**Purpose limitation**]
 - It cannot extract, re-utilise, use, exploit, redistribute, copy or store the Data other than for Purposes covered in the Licence or expressly permitted by Data Provider; [**Purpose limitation**]
6. • It must only allow data to be processed for a lawful Purpose. It must treat any Personal Data contained in the Data it has received in accordance with Data Protection Legislation [**Lawfulness**]

Data Provider's Obligations

- 6.1 The Data Provider must have rights to distribute or share the data provided. [**Lawfulness**]
- 6.2 Where a Data Provider is responding to a Data Request, the Data Provider has an obligation to specify whether a Data Set can only be used for that particular Purpose and which Licence Terms apply. [**Purpose Limitation**]
- 6.3 Where a Data Provider provides a Data Set to the Programme without a specific Data Request, the Data Provider has an obligation to specify under what licence terms the data can be used. [**Purpose Limitation**]
- 6.4 A Data Provider can change its Licence at any time, if this does materially change the Purpose for which the Data Set is provided, upon giving the Data Programme

Coordinator 30 days' written notice of this change. The Data Programme Coordinator will then inform the Participants how the Data Set should be treated.

- 6.5 Data providers must ensure data provided is of the highest possible quality, accuracy and is up to date. [**Accuracy**]

Management of Personal Data

- 7.1 During the Programme, the Parties agree that the Data is not intended to contain any Personal Data.
- 7.2 To the extent that any Personal Data is exchanged or transferred in the Programme that cannot be anonymised, where that Personal Data could be derived from the provided Data or Data Sets, the Personal Data will be handled in accordance with the current UK Data Protection Legislation and in accordance with **Annex 1 – Management of Personal Data**.

Intellectual Property Rights

- 8.1 All Intellectual Property Rights accorded to the Data Set provided by the Data Provider shall at all times remain the property of Data Provider.
- 8.2 No licence or any proprietary right shall be granted to the Participants other than as expressly set out in Data Provider's chosen Licence for the Purpose they have specified.
- 8.3 Any Intellectual Property Rights in the Results Data generated by Participants through the use of the Data Sets shall be owned the Participant who generated the Results Data, unless by prior agreement the Data Provider.
- 8.4 Unless agreed in writing otherwise, the Data Provider grants the Data Receiver a non-exclusive, non-transferable licence to the Results Data generated in the ERIS Programme arising from the use of the Data or Data Sets for the purpose of internal use, which may be commercial use.

Confidentiality

- 9.1 Each Participant shall treat the Data as Confidential Information with the same degree of care and apply no lesser security measures than it affords to its own Confidential Information and shall use reasonable endeavours to ensure that these measures provide adequate protection against unauthorised disclosure, copying or use
- 9.2 All Participants shall use reasonable endeavours not to disclose the Confidential Information to any third party, save for:
- those directors, officers or employees of the Participants;
 - Participants in PFER, including Affiliate Participants
 - Innovate UK for audit, data, and Programme management purposes; and
 - Any regulatory bodies that it is required to disclose to by law.
- 9.3 The obligations of confidentiality in this paragraph shall continue for a period of five (5) years after the termination/expiry of the Programme but shall not apply to information if:
- it is required to be disclosed by law, court order or other authority of competent jurisdiction or any regulatory or government authority to which it is subject, but in each case only to the extent required and for the purpose of such disclosure;
 - the information has entered the public domain through no fault of the other Participants;

- the information is developed independently without recourse to the Confidential Information; or
- the Data Provider has given its consent in writing.

9.4 No Participant shall use another Participants name or logo in any press release, or for any other promotional purpose, without first obtaining the other Participants written consent.

Data Minimisation

- 10.1 The Participants will seek to manage Data held to not retain more than necessary for the stated Purpose for which that Data was supplied. They must ensure that all the Data held for the Programme is both adequate and relevant. However, given the nature of the Programme, it is acknowledged that how relevant each Data Set is may change over time.
- 10.2 Should a Data Set appear no longer be relevant for the rest of the Programme; the Data Provider will be contacted and asked how they would like that Data Set dealt with in accordance with the “Return or Deletion Procedures” below.
- 10.3 Should Data Set(s) have been mixed so that they contain Data which was supplied by more than one Data Provider, all Data Provider’s will be contacted and asked to agree on a way to handle the mixed Data Set

Recording of Data Access and Usage

- 11.1 The Data Managers for each Participant is responsible for recording the sharing, usage and access to Data Sets according to the Purposes and Licences under which the Data is shared.

12. Audit

- 12.1 UKRI is entitled to audit any Participant of the Programme, at their own cost to ensure that Participants are taking the required level of care and to comply with any regulatory requirements and the requirements of this Policy.
- 12.2 Where possible, UKRI will liaise with the Data Manager for the purposes of the audit.
- 12.3 Any audits will be conducted under the following terms.

- giving reasonable notice of any such audit and conducts such audit during normal working hours;
- observing the Participant’s security and confidentiality procedures in relation to the protection of confidential information concerning any clients or customers of the Participant;
- complying with the Participant’s reasonable regulations governing security and health and safety as have been notified to it in advance; and
- taking all reasonable steps to minimise disruption to the Participant’s business activities during such audit.

Dissemination of Results

- 13.1 Dissemination of Results Data may be required for forwarding the purpose of the Programme.
- 13.2 The Participant’s will disseminate Results Data where this action is compatible with Licence chosen by the Data Provider.
- 13.3 Where dissemination of Results Data is not compatible with the Licence chosen by the Data Provider, or a Data Provider has expressly stated a restriction on dissemination

at the time of providing the Data Set, express permission of the Data Provider will be sought before any dissemination.

- 13.4 There will be a temporary hold on dissemination of Results Data where a Data Provider has appealed against such a decision under the “Appeals Process” until the appeal has been resolved.

A Data Provider’s right to withdraw access to the Data Set

14.1 A Data Provider may be granted a right to withdraw access to their Data Set(s) to other Participant on the following grounds.

- 14.
- The Data Programme Coordinator for the Programme confirms that the Data Set is no longer required for the Programme;
 - This decision has been reached during the Appeals Process (detailed below);

14.2 Where the Data Provider withdraws access to the Data Set(s), this is dealt with the Return or Deletion Procedure’s below.

Termination of the Programme

15.1 Should the Programme terminate for any reason as set out in the Grant Offer Letter, some of the Data held for the Programme may continue to be held for the following reasons:

- For further scientific or statistical analyses by the ESC and IUK;
- For audit and regulatory reporting purposes by the ESC and IUK; and
- By Academic Institutions as part of the ERRP (if this has not been terminated).

15.2 Where the Data does not fall into any of the above categories, the Data Provider will be contacted and asked how they would like that Data Set dealt with in accordance with the “Return or Deletion Procedures” below.

15.3 Should Data Set have been mixed so that they contain Data which was supplied by more than one Data Provider, all Data Provider’s will be contacted and asked to agree on a way to handle the mixed Data Set.

16.

Return or Deletion Procedures

16.1 Where Data or a Data Set is returned or deleted:

- Each Participant who has stored or made available the Data Set shall as soon as reasonably practicable return or destroy (as directed in writing by the Data Programme Coordinator) all Data, information, software, and other materials provided to it by another Participant in connection with this Programme including all materials containing confidential information except for one copy that it may use for audit purposes only, and subject to the confidentiality obligations in this Policy.
- The Participants do not have to return or destroy any Results Data unless explicitly directed by the Data Programme Coordinator.

16.2 If the Data Programme Coordinator’s instructions are for destruction rather than return of the specified Data Set, the other Participants shall as soon as reasonably practicable, ensure that all copies (except the audit copy referred to above) of the specified Data Set is deleted from the Participant’s system.

16.3 If the Data Programme Coordinator’s instructions are for return rather than destruction of the specified Data Set, the other Participants shall, no later than ten days after receiving the written instructions from the Data Programme Coordinator, deliver the most recent back up of the Data Set as per the Data Programme Coordinator’s instructions.

16.4 If a Participant is required or requested by any law, regulation, or government or regulatory body to retain any documents or materials that it would otherwise be required to return or destroy under this paragraph, it shall notify the other Participants in writing of that retention, giving details of the documents or materials that it must retain.

16.5 Participants will follow the Return or Deletion Procedures at their own cost.

The Appeals Process

17.1 Where a Data Provider wishes to change a Licence of a Data Set which does materially affect the Purpose for which the Data Set was provided or they wish to withdraw the right for a Data Set to be shared with other Participant's for the purpose of the Programme, the Data Provider shall be subject to this appeals process.

17.2 The Data Provider shall write to: *Rob Saunders, Deputy Challenge Director, Prospering from the Energy Revolution, Innovate UK, Swindon, Wilts* (Rob.Saunders@innovateuk.ukri.org)

17.3 The Data Programme Coordinator shall reasonably decide whether the Data Provider's request can be fulfilled taking into account the following (but not limited to) considerations.

- The impact of removing or changing the Data Set on the rest of the Programme;
- Could that Data Set or a materially similar Data Set be acquired from another source;
- Has something materially changed with the Data Provider;
- Would continuing to use the Data Set in the Programme cause the Data Provider significant difficulties.

17.4 The Data Programme Coordinator will return to the Data Provider with a primary view within 60 days of receiving the Data Provider's written appeal and ask for further information from Data Provider if relevant. The Data Provider will have 14 days to produce this written information.

17.5 The Data Programme Coordinator will reach a final decision on how the Data Set will be treated upon 60 days of receiving the Data Provider's written appeal.

18.

Freedom of Information

18.1 All Participants acknowledge that funding has been provided by Innovate UK under the PFER ISCF. UKRI is a public body which is subject to the Freedom of Information Act 2000 and the Environment Information Regulations 2004.

18.2 Participants of PFER shall reasonably consult and cooperate to enable UKRI's and other public authorities' compliance with any information disclosure requirements

18.3 The Participants acknowledges that, notwithstanding any duty of confidentiality that may exist between the Parties, all information and communications exchanged between the Parties may be subject to public disclosure under the Freedom of Information Act 2000 or Environment Information Regulations 2004 (if such information is decided or held not to be protected by exemptions or exceptions), and that, in such a case, provided that Innovate UK has made all reasonable efforts to avoid the disclosure of commercially sensitive information, Innovate UK shall have no liability whatsoever to the Participants arising from any disclosure of Information Innovate UK is required to make.

19.

Exclusions and Limitation of Liability

19.1 UKRI, Innovate UK and the Data Programme Coordinator excludes all liability for the actions of the Participants of PFER.

19.2 UKRI, Innovate UK and the Data Programme Coordinator excludes all liability for any losses arising, direct or indirect (including consequential) under or in connection with this Information Management Policy, whether in tort (including negligence), contract, breach or statutory duty or otherwise, including, without limitation, for:

- the Data Receiver's obligations as specified in paragraph 5 except when they are acting as a Data Receiver;
- the Data Provider's obligations as specified in paragraph 6 except when they are acting as a Data Provider;
- infringement of intellectual property rights under paragraph 8 where the infringement was caused by another Participant;
- breaching the duty of confidentiality under paragraph 9 where that breach is caused by another Participant;
- any costs or loss arising in connection with a Data Audit as specified in paragraph 12;
- a decision to terminate the programme as specified in paragraph 15;
- a decision taken in connection with the role of the Data Programme Coordinator as specified in paragraph 17; and
- any disclosure UKRI or Innovate UK is required to make to comply with the Freedom of Information Act as specified in paragraph 18.
- any disclosure other public bodies involved in the programme are required to make to comply with the Freedom of Information Act and Environment Information Regulations as specified in paragraph 18

19.3 Where UKRI, Innovate UK or the Data Programme Coordinator is, notwithstanding 19.2 above, held to be directly responsible for direct and foreseeable loss arising out of its obligations in this Information Management Policy, its entire liability to any one affected party shall be limited to £100.

19.4.1 19.4 Nothing in the Information Management Policy limits any liability which cannot legally
19.4.2 be limited, including, but not limited to, liability for:

20. death or personal injury caused by negligence; and
fraud or fraudulent misrepresentation.

Third Parties

21. Any third party instructed to process Data in relation to the Programme shall sign an Agreement which incorporates materially the same obligations in this Policy. Where a third party is only a Processor, they will not have rights to withdraw access to the Data and rights to the Appeals Process.

Invalidity

22. To the extent that any provision of these Policy is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Policy, it shall not affect the enforceability of the remainder of these Policy nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

Governing Law and Jurisdiction

This Policy shall be governed by and construed in accordance with English law including non-contractual claims and disputes.

Signed acknowledge of this Policy

Participants name

Signed by

Date

Annex 1 – Management of Personal Data

To the extent that any Personal Data is exchanged or transferred in the Programme that cannot be anonymised, where that Personal Data could be derived from the provided Data or Data Sets, the Personal Data will be handled in accordance with current UK Data Protection Legislation.

Where Personal Data is identified, all Participants shall assist each other in complying with all applicable requirements of the Data Protection Legislation. In particular, each Participant shall:

- consult with the other Participants about any notices given to data subjects in relation to the Personal Data;
- promptly inform the other Participants about the receipt of any data subject access request;
- provide the other Participants with reasonable assistance in complying with any data subject access request;
- not disclose or release any Personal Data in response to a data subject access request without first consulting the other Participant wherever possible;
- assist the other Participant, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- notify the other Participant without undue delay on becoming aware of any breach of the Data Protection Legislation;
- at the written direction of the Data Provider, delete or return Personal Data and copies thereof to the Data Discloser on in accordance with the Return or Deletion Procedures below;
- use compatible technology for the processing of Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- maintain complete and accurate records and information to demonstrate its compliance with this paragraph and allow for audits by the other Participant's or the other Participant's designated auditor; and
- provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

In relation to particular obligations relating to Data sharing; each Participant shall:

- ensure that it has all necessary notices and consents in place to enable lawful transfer of the Personal Data to Participants for the agreed purpose;
- give full information to any individual whose Personal Data may be processed for this Programme and the nature of such processing. This includes giving notice that, on the termination of this Programme, Personal Data relating to them may be retained by or, as the case may be, transferred to one or more of the Participant, the ESC or Innovate UK, their successors and assignees;
- share the Personal Data only for the purpose agreed and in accordance with the Licence chosen by the Data Provider;
- not disclose or allow access to the Personal Data to anyone other than those who are permitted under the Data Protection Legislation;
- ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

- not transfer any Personal Data received from the Data Provider outside the EEA unless the transfer is conducted in a way which is compliant with the current UK Data Protection Legislation and such transfer is permitted under the Licence chosen by the Data Provider.
- report the inadvertent use of personal data if it becomes apparent that it is possible to identify individuals from anonymised data.
- enter into separate Data Sharing Agreement(s) or Data Processing Agreement(s) between themselves depending on the type of licence foreseen.
- Data Provider should be expressly held responsible for ensuring that the provision and use of data sets which include personal data complies with the relevant current UK Data Protection legislation.

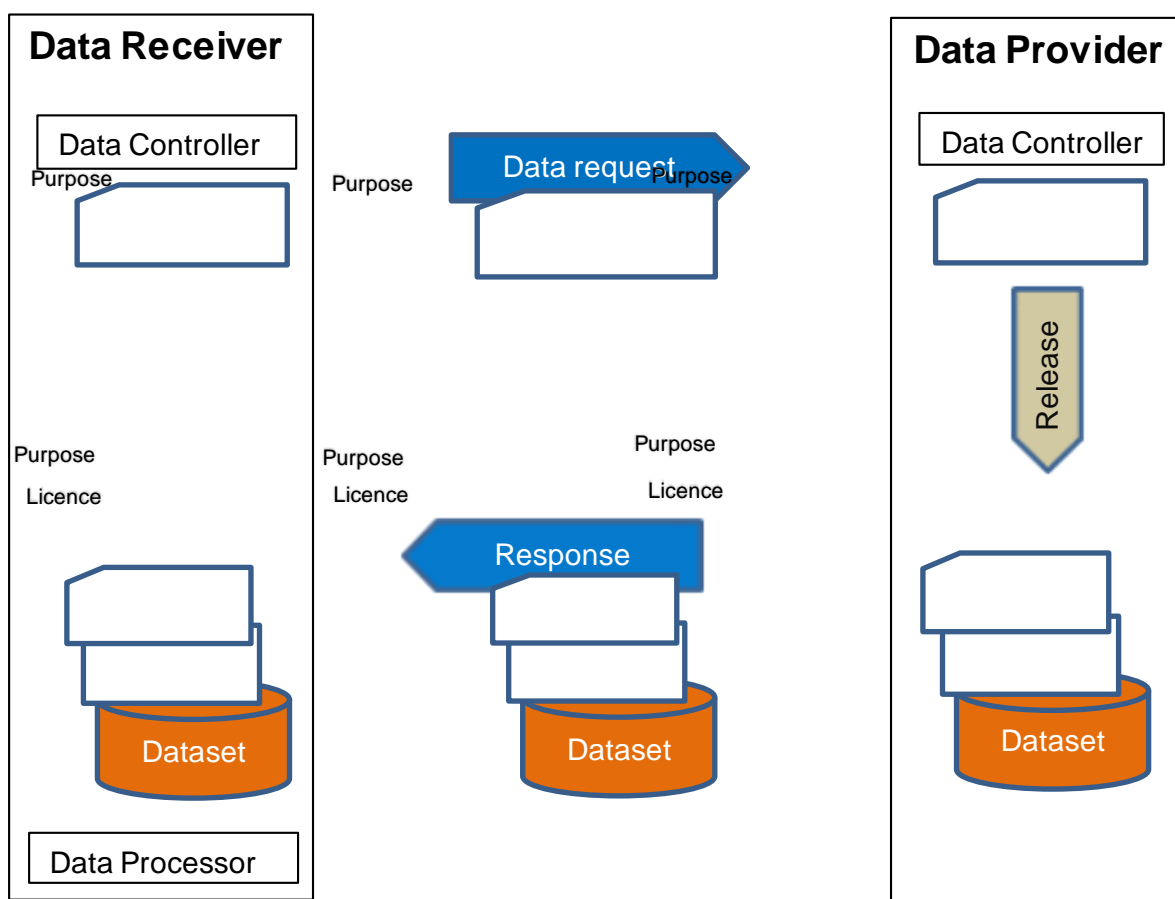
Annex 2 – Purposes and Licences

Overview

To encourage Data Providers to share Data Sets for the Programme, Data Providers can choose how they would like each Data Set to be shared and treated by the receiving Participants. The Data Processors can use Purposes to give confidence to the Data Providers as to what the Data will be used for under a specific Licence. Purposes can be used to request Data from the Programme community in general as well as individual Participants.

1. Data Sharing Process Overview

- **Data Controller** documents **Purpose** as per templates in paragraphs 4 (bespoke Purposes) and 5 (Predefined Programme Purposes) below in this Annex
- **Data Receiver** requests Data for the defined **Purpose** and may suggest an appropriate type of Licence.
- **Data Provider** considers the **Data Request** and, if in agreement, chooses the type of **Licence** under which to share Data
- **Data Provider** submits/shares Data with **Data Receiver** and logs the action (if any) the **Licence** requires
- **Data Receiver** receives Data and logs the action (if any) the **Licence** requires. **Data Receiver** ensures Data is held and used in accordance with the requested **Purpose** and the chosen Licence.



Purposes

Purpose: A time and scope bound activity or series of activities with written aims and outputs. The Purpose will include a definition of scope, expiry and review periods, access rights, definition of Data Controller and Data Processor rights along with use of outputs. A Purpose is accepted through use of a Licence. A Purpose is defined by a Data Controller and is the basis of a Data Request by a Data Receiver.

Purposes explicitly explain what the usage and access to the Data will be along with a description of the outputs. Where possible a detailed description of the processing to be carried out is provided, although this may not always be possible. Where the outputs are open ended, as in academic research and development work this will be stated in the Purpose.

A Purpose will include a definition of scope, expiry and review periods. It should also define access rights, expectations with respect to the data sharing principles, definition of Data Controller and Data Processor rights along with use of outputs. Standard terms are captured under Licences as outlined below. A standard Licence should be used if possible.

Purposes should be used to request Data from other Participants, as this allows a clear and consistent approach to Data management across the PFER Programme..

Purpose template for bespoke Purposes

This option is for a Bespoke Licence arrangement to be agreed by the parties in writing. This enables the Data Provider to provide a Data Set for the Project for one or more of the Project's Objectives or for any narrower purposes as specified by the Data Provider.

Item	Principle	Description
ID		PFER
Scope	Purpose Limitation	<i>single or multiple defined use of the Data for an agreed time, with agreed use of outputs.</i>
Public Summary	Transparency and Accountability	<i>Summary of purpose to be published within the programme</i>
Embargo Period end date	Purpose Limitation Transparency and Accountability	<i>Add embargo period to publication of purpose</i>
Data description	Data Minimisation Accuracy	<i>Detailed description as required by Data Provider (ideally a data schema in a standard format)</i>
Access Limitations	Purpose Limitation Transparency and Accountability Integrity	<i>What limits are placed on access? E.g. number of people, robustness of access controls</i>
Outputs	Purpose Limitation Transparency and Accountability	<i>What outputs are expected?</i>
Attribution required	Transparency and Accountability	<i>Do results need attribution?</i>
Tracking and Audit	Transparency and Accountability	<i>What logging and audit procedures need to be in place?</i>
Delete After Use	Transparency and Accountability	<i>Should data be deleted after use?</i>
Expiry	Transparency and Accountability	<i>When should data be deleted?</i>
Review period	Transparency and Accountability	<i>How often should data be reviewed for change of use?</i>
Controller rights	Purpose Limitation	<i>Can the Data Receiver act as a Data Controller?</i>
Processor Rights	Purpose Limitation	<i>What can the Data Processor do with the Data?</i>
Onward sharing	Transparency and Accountability	<i>Can the Data Receiver share the Data with others?</i>
Commercial use	Purpose Limitation Transparency and Accountability Lawfulness	<i>Can the Data be used for commercial use?</i>
Predefined Licence Conditions		<i>What licence conditions is the Data expected to be shared under. These could be an existing Licence, or a bespoke Licence between the parties. E.g. OGL3,</i>

Predefined Programme Purposes

The following Purposes, with associated Licences, aim to cover basic use cases within the Programme.

- PFER 1 – Any Purpose
 - PFER 2 – Any non-commercial Purpose
 - PFER 3 – Any Core Participant Purpose
 - PFER 4 – ERRC for research purposes only
4.
 - PFER 5 – ERIS for direct services only

PFER Purpose 1 – Any Purpose (including commercial)

Purpose Description	To allow any legal use of the Data Sets, by any organisation or person
ID	PFER1
Scope	Data Set can be used for any purpose, without further permission.
Public Summary	Data Set can be used for any purpose, without further permission.
Embargo Period end date	No Embargo
Data description	No data schema applied. No personal data can be included.
Access Limitations	None required
Outputs	Any
Attribution required	Yes
Tracking and Audit	Logging of use or access not required
Delete After Use	No
Expiry	Never
Review period	None
Data Controller rights	Data Receiver can act as Data Controller
Data Processor Rights	Data Receiver can act as Data Processor
Onward sharing	Data may be shared with others under an open Licence Results Data may be shared with others under an open Licence
Commercial use	Yes – any legal commercial use
Predefined Licence Conditions	Licence Type 1 - Fully Open with or without attribution. Creative Commons Attribution Share Alike (CC BY-SA)

PFER Purpose 2 – Any non-commercial Purpose

Purpose Description	To allow any legal use of the Data Sets, by any party without expiration, within or outside of the Programme aims for non-commercial use only.
ID	PFER2
Scope	Dataset can be used for any non-commercial purpose only, without further permission.
Public Summary	Data Set can be used for any purpose, without further permission.
Embargo Period end date	No Embargo
Data description	No data schema applied
Access Limitations	None
Outputs	Not defined
Attribution required	Yes
Tracking and Audit	Logging of use or access not required
Delete After Use	No
Expiry	Never
Review period	None
Data Controller rights	Data Receiver can act as Data Controller
Data Processor Rights	Data Receiver can act as Data Processor
Onward sharing	Data may be shared with other Participants under an open licence for non-commercial purposes
Commercial use	No – if commercial use is required then a new Licence must be obtained from the Data Provider

Predefined Licence Conditions	Licence Type 2 - Share with Participants for non-commercial use outside of Programme Creative Commons Attribution Share Alike (CC BY-NC-SA)
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PFER Purpose 3 – Any Core Participant Purpose

Purpose Description	To allow Core Participants to process Data within the lifetime of the Programme for non-commercial use only. Results Data can be disseminated within the Programme aims
ID	PFER3
Scope	Data Set can be used for any non-commercial Programme related purpose, by Core Participants.
Public Summary	Data Set can be used for any purpose, without further permission.
Embargo Period end date	No Embargo
Data description	No data schema applied
Access Limitations	Participants of ERIS (ESC) and ERRC (EnergyRev) and Core Participants
Outputs	Programme benefits analysis and evaluation
Tracking and Audit	Yes
Required tracking	Yes
Delete After Use	Never
Expiry	End of Programme (currently Mar 22)
Review period	Mar-22
Data Controller rights	Data Receiver can act as Data Processor
Data Processor Rights	Data may be shared with ERIS and ERRC
Onward sharing	No – if commercial use is required then a new Licence must be obtained from the Data Provider
Commercial use	Data Set can be used for any non-commercial Programme related purpose, by ERIS and ERRC.
Predefined Licence Conditions	Licence Type 3 - Share with Core Participants for Programme and research purposes Creative Commons Attribution Share Alike (CC BY-NC-SA)

PFER Purpose 4 – ERRC for research purposes only

Purpose Description	To allow ERRC to process Data within and beyond the lifetime of the Programme for non-commercial use only. Results Data must be disseminated publicly.
ID	PFER4
Scope	Data Set can be used for any non-commercial use by ERRC.
Public Summary	Data Set can be used for any purpose, without further permission.
Embargo Period end date	No Embargo
Data description	No data schema applied
Access Limitations	Participants of ERRC (EnergyRev)
Outputs	Results Data and academic papers
Attribution required	Yes
Tracking and Audit	Yes
Delete After Use	Never
Expiry	None
Review period	None
Data Controller rights	Data Receiver cannot act as Data Controller.
Data Processor Rights	Data Receiver can act as Data Processor
Onward sharing	Data may be shared with ERIS and ERRC. Results Data may be disseminated. Original Data can only be shared onward with new Licence conditions from Data Provider
Commercial use	No
Predefined Licence Conditions	Licence Type 4 - Share with Named Participants for named purpose only Lambeth Fast track model agreement

PFER Purpose 5 – ERIS Direct Services only

Purpose Description	To allow ERIS to process Data within the Programme lifetime for delivery of direct services to project Participants for non-commercial use only. Results Data may be disseminated publicly.
ID	PFER5
Scope	Dataset can be used for delivering any ERIS programme direct service on a non-commercial basis.
Public Summary	Data Set can be used for any purpose, without further permission.
Embargo Period end date	No Embargo
Data description	No data schema applied
Access Limitations	Participants of ERIS and direct partners (including sub-contractors)
Outputs	Results Data and academic papers
Attribution required	Yes
Tracking and Audit	Yes
Delete After Use	Yes
Expiry	End of PFER Programme (currently Mar-22)
Review period	Mar-22
Data Controller rights	Data Receiver cannot act as Data Controller.
Data Processor Rights	Data Receiver can act as Data Processor
Onward sharing	Data will not be shared beyond ERIS. Results Data may be disseminated. Original Data can only be shared onward with new Licence conditions from Data Provider
Commercial use	No
Predefined Licence Conditions	Licence Type 5 - Share with ERIS Lambeth Research Collaboration Agreement 4A

Licences

Licence: Licences are the terms under which the Data Provider allows the Data to be used by other Participants. The Data Receiver will have to agree to the Data Provider's chosen Licence terms. Where possible these should be of the predefined type to make Data sharing as frictionless as possible.

There are number of predefined Licence Types below, each with a similar structure to cover all the Data sharing principles and a selection of Programme usage scenarios.

If Data is shared for a particular Purpose the Licence must be sufficient to carry out that Purpose but may go beyond if the Data Provider is happy to share under a less restrictive Licence.

Fully Open with attribution (OGL3)

This licence is in line with the open government licence 3 (OGL3). <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/>

You are encouraged to use and re-use the Information that is available under this Licence freely and flexibly, with only a few conditions.

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- acknowledge the source of the Information in your product or application by including or linking to any attribution statement specified by the Information Provider(s) and, where possible, provide a link to this licence;

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If you are using Information from several Information Providers and listing multiple attributions is not practical in your product or application, you may include a URI or hyperlink to a resource that contains the required attribution statements.

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- personal data in the Information;
- Information that has not been accessed by way of publication or disclosure under information access legislation (including the Freedom of Information Acts for the UK and Scotland) by or with the consent of the Information Provider;
- departmental or public sector organisation logos, crests and the Royal Arms except where they form an integral part of a document or dataset;
- military insignia;
- third party rights the Information Provider is not authorised to license;
- other intellectual property rights, including patents, trade marks, and design rights; and
- identity documents such as the British Passport

Non-endorsement

This Licence does not grant you any right to use the Information in a way that suggests any official status or that the Information Provider and/or Licensor endorse you or your use of the Information.

No warranty

The Information is licensed 'as is' and the Information Provider and/or Licensor excludes all representations, warranties, obligations and liabilities in relation to the Information to the maximum extent permitted by law.

The Information Provider and/or Licensor are not liable for any errors or omissions in the Information and shall not be liable for any loss, injury or damage of any kind caused by its use. The Information Provider does not guarantee the continued supply of the Information.

Governing Law

This Licence is governed by the laws of the jurisdiction in which the Information Provider has its principal place of business, unless otherwise specified by the Information Provider.

Definitions

In this Licence, the terms below have the following meanings:

'Information' means information protected by copyright or by database right (for example, literary and artistic works, content, data and source code) offered for use under the terms of this Licence.

'Information Provider' means the person or organisation providing the Information under this Licence.

'Licensor' means any Information Provider which has the authority to offer Information under the terms of this Licence or the Keeper of Public Records, who has the authority to offer Information subject to Crown copyright and Crown database rights and Information subject to copyright and database right that has been assigned to or acquired by the Crown, under the terms of this Licence.

'Use' means doing any act which is restricted by copyright or database right, whether in the original medium or in any other medium, and includes without limitation distributing, copying, adapting, modifying as may be technically necessary to use it in a different mode or format.

'You', 'you' and 'your' means the natural or legal person, or body of persons corporate or incorporate, acquiring rights in the Information (whether the Information is obtained directly from the Licensor or otherwise) under this Licence.

Further context, best practice and guidance can be found in the [UK Government Licensing Framework section](#) on The National Archives website.

Licence Type 2 – Share with Participants for non-commercial use outside of Programme

Where a Data Set is provided to the Programme on a Non-Commercial Use Licence that Data Set can be:

- Processed by any Participant in any way which forwards the aims of the Programme;
- The Data Set can be shared with Stakeholders for the purpose of the forwarding the aims of the Programme.
- Can be shared for academic and research purposes for academic and research purposes relating directly to the purposes of the ERRC and any further research associated with this Programme. This research may lead to publication of Results Data in accordance with paragraph 13 of this Policy; and
- Where the Data Provider so indicates, any use of the Data Set, including in Results Data must include an acknowledgement of the source of the Data Set on any finished product or application.

For the avoidance of doubt, this Licence enables other Participants to treat the Data Set as a Controller but only in respect of making decisions about use of the Data Set for the purpose of the Programme and related research.

Licence Type 3 - Share with ERIS and ERRC for the Programme and research purposes

- Participants can review and analyse the Data Set in any way which forwards the aims of the Programme. The Data Set can be used to generate Results Data.
- Any copying, publication or distribution of the Data Set is only permitted with the explicit permission of the Data Provider;
- Can be shared for academic and research purposes directly relating to the purposes of the ERIS or ERRC. Any further copies, publications or distribution of the Data Set may be made only with the explicit permission of the Data Provider; and
- Where the Data Provider so indicates, any use of the Data Set, including Results Data must include an acknowledgement of the source of the Data Set on any finished product or application.

For the avoidance of doubt, this Licence enables other Participants to treat the Data Set as a Data Processor in so far as making decisions about use of the Data Set for the purpose of the Programme.

Licence Type 4 - Share with ERRC for research purposes only

- Participants can analyse the Data Set for research purposes only. This means the Data Set can only be used to generate Results Data.
- Any copying, publication or distribution of the Data Set is only permitted with the explicit permission of the Data Provider;

- Can be shared for academic and research purposes directly relating to the purposes of the Programme. Any further copies, changes to the Data Set, publications or distribution of the Data Set may be made only with the explicit permission of the Data Provider; and
- Where the Data Provider so indicates, any use of the Data Set, including in Results Data must include an acknowledgement of the source of the Data Set on any finished product or application.

Licence Type 5 - Share with ERIS for ERIS-specific direct services only

Licence Summary

How the Data Set can be used (is this not the purpose?): Licence Type	Time limit	Data Set can be used commercially	Can be shared with Stakeholders for the purpose of the forwarding the aims of the Programme	Participants are free to process the Data Set in any way which forwards the aims of the Programme	academic and research purposes.	copied, published or distributed for the Data for the purpose of the Programme	restrictions on publication or dissemination of Results Data.	Use of the Data Set or Results Data derived from the Data Set requires attribution
Fully Open with or Without Attribution (Licence Type 1)	None	Yes	Yes	Yes	Yes (including further research associated with the Programme)	Yes	NO	At the Data Provider's discretion
Share with Participants for non-commercial use outside of Programme (Licence Type 2)	None	No	Yes	Yes	Yes (including further research associated with the Programme)	Yes	NO	At the Data Provider's discretion
Share with ERIS and ERRC for the Programme and research purposes (Licence Type 3)	Programme lifetime	No	No	Data can be reviewed and analysed only. Results Data can be drawn from the Data Set.	Yes – but only for purposes relating to the Programme.	Only with explicit permission	For purposes directly relating to the Programme. Otherwise explicit permission is required.	At the Data Provider's discretion
Share with ERRC for research purposes only (Licence Type 4)	None	No	No	No	Yes – but only for purposes relating to the Programme.	Only with explicit permission	For purposes directly relating to the Programme. Otherwise explicit permission is required.	At the Data Provider's discretion
A Purpose Limited Licence (Licence Type 5)	TBD	To be determined	To be determined	No – the Purpose of the Data will be Limited	To be determined	To be determined	To be determined	To be determined