

Access to WITS and the registry

Consultation proposal for Code amendment

Submissions close: 5pm, 13 November 2018

4 September 2018



Executive summary

The wholesale information and trading system (WITS) is a MOSP web-based platform for exchanging, and for making available, information in accordance with the Electricity Industry Participation Code 2010 (Code). The registry is also a MOSP web-based platform of installation control points (ICP)¹. It is a “24 by 7” system that contains information on every ICP in the New Zealand electricity industry. WITS and the registry are critical to the efficient operation of New Zealand’s electricity market.

A disruption to the operation of WITS or the registry could adversely affect the electricity market’s efficient operation. It could lead to participants either failing to meet, or spending more time and resources trying to meet, their Code obligations.

It could also adversely affect the efficient operation of the electricity industry more generally by creating difficulties for businesses offering services that rely on information from WITS or the registry.

The current access arrangements for WITS are contractual in nature. Participants must enter into a use-of-system agreement (UoSA) with the WITS manager, NZX Limited. The primary purpose of the WITS UoSA is to help ensure that WITS users do not compromise the operation of WITS or the integrity of its data.

However, if someone compromises the operation of WITS and/or the integrity of its data, we may be unable to enforce their compliance with the WITS UoSA. Additionally, if a participant refuses to sign a WITS UoSA, we appear to be unable to compel them to do so—particularly if they must use WITS to comply with the Code. This second scenario is worse than the first. Not only would we have no ability to decline their access to WITS, we would have no contractual remedies if they were to compromise WITS’ operation and/or the integrity of its data.

We consider that amending the Code to provide us with a clear basis for specifying reasonable terms and conditions for participants’ access to WITS would resolve the problems described above. We consider that the following principles should apply to participants gaining access to market systems:

- (a) A participant wanting access to information held in the WITS and registry systems must apply to the Authority for access rights.
- (b) If we grant the participant access rights, we must specify the terms and conditions of access, and the participant must comply with these.
- (c) The MOSP must provide the participant with access to the information held in the service MOSP’s system in accordance with these terms and conditions.

Accordingly, we propose to:

- (a) amend the Code to adopt an access framework for WITS that is similar to the current arrangements for accessing registry information under clause 11.28 of the Code
- (b) based on the access framework proposed above, provide standardised terms and conditions for access to, and use of, WITS in a *WITS access policy* document.

In contrast to WITS, the Code contains access arrangements for the registry. However, we still face the risk that a disaffected participant may challenge a decision we make to restrict their access to the registry, if this restriction were to impede their compliance with the Code.

¹ An ICP is a consumer’s point of connection to an electricity network.

We propose to amend clause 11.28 of the Code, so that it regulates access to the registry, rather than only regulating access to information held in the registry. We believe this proposed amendment would better deliver the policy intent behind regulating access to the registry. It would ensure we were able to regulate access to the registry by all users rather than just those who wish to access information in the registry.

We believe these proposed amendments to the Code would promote our statutory objective by promoting the efficient operation of the electricity industry. Although it is not practicable to quantify the expected benefits of our proposal, we consider these will be likely to exceed the relatively minor expected costs.

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1 What you need to know to make a submission

What this consultation paper is about

- 1.1 The purpose of this paper is to consult with interested parties on the Authority's proposal to:
- (a) amend the Code to require participants that use WITS to comply with our terms and conditions of access and use
 - (b) amend the Code so it clearly regulates access to the registry, instead of just regulating access to information held in the registry.
- 1.2 The paper also consults on:
- (a) a draft *WITS access policy*, which contains draft terms and conditions of WITS access
 - (b) a draft *Registry access policy*, which contains draft updated terms and condition of registry access.
- 1.3 We are consulting on the proposed Code amendments and the draft *WITS access policy* and draft *Registry access policy* together, to make it easier for participants to see how the proposed Code amendments would be implemented if we decided to proceed with them.

How to make a submission

- 1.4 Our preference is to receive submissions in electronic format (Microsoft Word) in the format shown in Appendix A. Submissions in electronic form should be emailed to submissions@ea.govt.nz with "Consultation Paper—Access to WITS and the registry" in the subject line.
- 1.5 If you cannot send your submission electronically, post one hard copy to either of the addresses below, or fax it to 04 460 8879.

Postal address

Submissions
Electricity Authority
PO Box 10041
Wellington 6143

Physical address

Submissions
Electricity Authority
Level 7, ASB Bank Tower
2 Hunter Street
Wellington

- 1.6 Please note we want to publish all submissions we receive. If you consider that we should not publish any part of your submission, please:
- (a) indicate which part should not be published
 - (b) explain why you consider we should not publish that part
 - (c) provide a version of your submission that we can publish (if we agree not to publish your full submission).
- 1.7 If you indicate there is part of your submission that should not be published, we will discuss with you before deciding whether to not publish that part of your submission.

- 1.8 However, please note that all submissions we receive, including any parts that we do not publish, can be requested under the Official Information Act 1982. This means we would be required to release material that we did not publish unless good reason existed under the Official Information Act to withhold it. We would normally consult with you before releasing any material that you said should not be published.

When to make a submission

- 1.9 Please deliver your submissions by **5pm** on Tuesday **13 November 2018**.
- 1.10 We will acknowledge receipt of all submissions electronically. Please contact the Submissions Administrator if you do not receive electronic acknowledgement of your submission within two business days.

2 We consider there is a problem with the way in which access to WITS and the registry is regulated

WITS and the registry are critical to the efficient operation of the New Zealand electricity market

- 2.1 WITS is a “24 by 7” web-based platform for exchanging, and for making available, information related to New Zealand’s wholesale electricity market. The Code contains various obligations in this regard, which make WITS critical to the efficient operation of the wholesale market. Examples include:
- (a) purchasers, generators, and ancillary service agents must use WITS when submitting energy bids, energy offers or reserve offers to the system operator
 - (b) the WITS manager must make available on WITS all final energy bids, final energy offers, and final reserve offers
 - (c) the pricing manager must make available on WITS provisional prices, provisional reserve prices, interim prices, interim reserve prices, final prices, and final reserve prices
 - (d) the clearing manager must use WITS to advise a participant of amounts owing and payable, and the participant must immediately confirm, through WITS, receipt of this information.
- 2.2 The registry is a “24 by 7” system that contains information on every ICP in the New Zealand electricity industry. The registry—
- (a) is the electricity industry’s national database of record for all ICPs—it currently holds information on more than 2.169 million ICPs
 - (b) is the primary mechanism for processing the switching of customers and embedded generators between electricity retailers—over the past 12 months the registry has supported some 391,000 ICP switches between retailers
 - (c) is an important source of information to support reconciliation of electricity quantities.
- 2.3 The Code defines which participant is responsible for providing the registry with information about specific ICP attributes, and the timeframes within which the information must be provided.

Compromising the operation of WITS or the registry may have serious implications for the efficient operation of the electricity market

- 2.4 Due to its central role facilitating the day-to-day operation of the wholesale market, a disruption to WITS’ operation could adversely affect the market’s efficient operation. Specifically, it could lead to participants either failing to meet, or spending more time and resources trying to meet, their Code obligations.
- 2.5 It could also adversely affect the efficient operation of the electricity industry more generally by creating difficulties for businesses offering services that rely on electricity market information from WITS.

- 2.6 Although several provisions in Part 13 of the Code provide for backup procedures if WITS is unavailable,² these backup procedures are slower, less automated, and more prone to human error than WITS. This is in part because the backup procedures are designed to act as interim arrangements while WITS is unavailable, rather than as a replacement for WITS.
- 2.7 Due to its central role facilitating the day-to-day operation of customer switching in the electricity market, as well as its role supporting reconciliation, a disruption to the registry's operation would adversely affect the market's efficient operation. Specifically, it could lead to participants either failing to meet, or spending more time and resources trying to meet, their Code obligations.
- 2.8 It would also adversely affect the reputation of the electricity industry – in particular, because of delays to customer switching caused by the use of manual workarounds while the registry's operation was disrupted.
- 2.9 As with WITS, it could also adversely affect the efficient operation of the electricity industry more generally by creating difficulties for businesses offering services that rely on information from the registry.

Q1. Do you agree that compromising the operation of WITS or the registry could have serious implications for the efficient operation of the New Zealand electricity market? If you disagree, please provide reasons.

The risk of someone compromising the operation of these systems and/or the integrity of their data is credible

- 2.10 Users of WITS or the registry—whether participants or non-participants—could compromise the operation of WITS or the registry and/or compromise the integrity of their data. For example, a WITS/registry user could theoretically:
- (a) poll for data³ at a frequency greater than what WITS/the registry can accommodate, thereby adversely affecting the availability of these systems to other users
 - (b) input data into these systems that is not required under the Code and not catered for by their functionality, and which thereby adversely affects the operation of WITS/the registry
 - (c) bypass safeguards and attempt to introduce viruses or other malware into WITS/the registry.
- 2.11 The risk of users compromising the operation of these systems and/or the integrity of their data, intentionally or accidentally, is credible. It has occurred twice in the past 10 years in relation to WITS. We want to ensure there are robust and effective arrangements for regulating access to, and use of, WITS and the registry.

² Clauses 13.23, 13.52, 13.55, 13.67, 13.81, 13.91, 13.106, 13.114, 13.191, and 13.211 require backup procedures if WITS is unavailable. These backup procedures are specified in the Authority's *Approved Systems Document*, which is available at: <https://ea.govt.nz/code-and-compliance/the-code/definitions/>.

³ A process involving a computer querying another computer for data to be downloaded to the first computer.

The current access arrangements for WITS are contractual in nature

- 2.12 Consistent with the Code obligations relating to WITS, there are two types of access to WITS:
- (a) Open access to current and historical data about the wholesale electricity market. The WITS functionality that makes this information available to anyone is called “WITS Data Hub”.
 - (b) Log-in access to WITS functionality that enables participants to meet their Code obligations (eg, submitting bids and offers; receiving invoices and supporting information). This functionality is called “WITS Trader”.
- 2.13 A person wanting to use the “WITS Trader” functionality must:
- (a) apply to the Authority for log-in rights
 - (b) enter into a WITS UoSA with the WITS manager, NZX Limited.
- 2.14 The primary purpose of the WITS UoSA is to help ensure that WITS users do not compromise WITS’ operation or the integrity of its data. However, this contracting approach has two important drawbacks.

The Authority may be unable to enforce compliance with the WITS UoSA

- 2.15 If someone compromises the operation of WITS and/or the integrity of its data, we may be unable to enforce their compliance with the WITS UoSA.
- 2.16 The Code currently operates on the premise that WITS is generally available for industry participants. This general premise may arguably imply we are entitled to restrict the access of any person whose actions compromise the operation of WITS and/or the integrity of its data. This is because the basis for our action would be ensuring participants could continue to use WITS to meet their Code obligations.
- 2.17 However, the absence of an express Code provision addressing access criteria for WITS increases the risk of legal challenge, should we decide to restrict someone’s access to WITS. A disaffected participant may challenge (successfully or otherwise) a decision we make to restrict their access to WITS, if this restriction impeded their compliance with the Code.
- 2.18 We have considered whether we could address this risk by requiring the participant to use the backup procedures that apply when WITS is unavailable. However, we believe this is not possible because the Code does not provide for these backup procedures to be used in such a manner.

The Authority may be unable to prevent a participant using WITS when the participant has not signed a WITS UoSA

- 2.19 If a participant refuses to sign a WITS UoSA, we cannot compel them to do so if they are required to use WITS to comply with the Code.
- 2.20 This scenario is worse than the one described above. Not only would we have no ability to decline their access to WITS, we would have no contractual remedies if they were to compromise WITS’ operation and/or the integrity of its data.

The current access arrangements for the registry are in the Code

2.21 Clause 11.28 of the Code regulates access to the registry. This may be summarised as follows:

- (a) A participant wanting access to information held in the registry must apply to the Authority for access rights.
- (b) If we grant the participant access rights, we must specify the terms and conditions of access, and the participant must comply with these.
- (c) The registry manager must provide the participant with access to the information held in the registry in accordance with these terms and conditions.

2.22 The *Registry access policy* sets out the terms and conditions of access to registry information.⁴ Clause 20 of the *Registry access policy* outlines the actions the Authority can take if a registry user does not comply with the terms and conditions for registry access, or interferes with another participant's access to the registry. Under clause 20, the Authority may:

- (a) impose changes to permissions that will prevent the possibility of the participant interfering further with another participant's access to the registry
- (b) impose limitations on the participant's access to the registry or the types of data the participant can access
- (c) require the participant to fulfil its Code obligations through a nominated agent
- (d) allege a breach of the Code against the participant.

The Code only regulates access to registry information

2.23 As described in the preceding paragraphs, the Code regulates access to information held in the registry.

2.24 We are entitled to restrict the access of any person accessing information in the registry whose actions compromise the operation of the registry and/or the integrity of its data.

2.25 However, clause 11.28 of the Code does not expressly provide for us to do likewise for persons accessing the registry to provide information to the registry manager, or to other participants. The absence of this express provision increases the risk that a disaffected participant providing information to the registry manager may challenge a decision we make to restrict their access to the registry, if this restriction impeded their compliance with the Code.

Q2. Do you agree there is a problem with the current arrangements for regulating access to WITS and the registry? If you disagree, please provide reasons.

Q3. Other than the problems identified in this paper, are there any other problems with the current arrangements for regulating access to WITS and the registry?

⁴ The *Registry access policy* is available at: <https://www.ea.govt.nz/dmsdocument/16031>.

3 Regulating access to WITS under the Code, and amending the registry access arrangements in the Code, would resolve the problems we have identified

- 3.1 We consider that amending the Code to provide us with a clear basis for specifying reasonable terms and conditions for all participants' access to WITS and the registry would resolve the problems described in section 2. This would promote the efficient operation of the electricity industry.

We propose amending clause 11.28 so it regulates access to the registry

- 3.2 We propose amending clause 11.28 of the Code so that it regulates access to the registry, rather than only regulating access to information held in the registry. This will ensure we can regulate the access of all registry users.
- 3.3 We also propose to make the following improvements to the drafting of clause 11.28, which we have identified during the drafting of the proposed Code amendment for regulating access to WITS:
- (a) Remove potential ambiguity in the obligation for a participant to apply to the Authority if the participant wants access in the registry (refer to clause 11.28(1)).
 - (b) Clarify that the Authority will, from time to time, specify terms and conditions under which someone accesses the registry that are common to all registry users (refer to clause 11.28(2)).
 - (c) Include the Authority's ability to restrict or suspend access to the registry as an example of actions the Authority can take if a registry user does not comply with the terms and conditions for registry access or interferes with another user's access to the registry (refer to paragraph 20 of the *Registry access policy*).
- 3.4 These improvements clarify the policy intent of clause 11.28. We believe this clarification would promote the efficient operation of the electricity industry, by making it easier for participants to understand, and comply with, the Code.
- 3.5 The proposed revisions to clause 11.28 are attached at Appendix B.

The proposed regulation of registry access is a useful model for addressing the problems we have identified with WITS access

- 3.6 The proposed arrangements for regulating access to the registry provide a useful model for more effectively regulating access to WITS.
- 3.7 They would:
- (a) set a statutory requirement for participants seeking access to WITS to apply to the Authority for access
 - (b) require us (if we approve a participant's application for access) to specify the terms and conditions of access, and set an enforceable obligation on the participant to comply with these terms and conditions
 - (c) tie the WITS manager's obligation to grant access to WITS to the specific content of the terms and conditions of access.

- 3.8 Under these arrangements, if a participant were to compromise WITS' operation and/or the integrity of its data, we could:
- (a) treat a failure to comply with the terms and conditions as a breach of the Code
 - (b) enforce the terms and conditions of WITS access in a manner that still enabled the participant to access WITS to comply with its Code obligations.

We propose to regulate access to WITS using the model for regulating registry access

- 3.9 We propose amending the Code to include a regulatory access framework for WITS that is based on the proposed amended regulatory access framework for the registry.
- 3.10 We believe this would promote the efficient operation of the electricity industry by providing a statutory basis for ensuring that:
- (a) participants use WITS for Code purposes and requirements
 - (b) we can promptly and effectively address a participant's non-compliance with the specified terms and conditions of access.
- 3.11 The proposed Code amendment is attached at Appendix B.

We have prepared a draft *WITS access policy* and a revised *Registry access policy*

- 3.12 We have prepared a draft *WITS access policy*, to illustrate how we propose to implement the revised access arrangements should we proceed with the proposed Code amendment. This is attached at Appendix C.
- 3.13 We welcome comments on the draft *WITS access policy*—particularly the draft terms and conditions for access to, and use of, WITS. Please note that if, after considering submissions, we do not proceed with the proposed Code amendment, then we would not proceed with the draft *WITS access policy* in its proposed form.
- 3.14 We have prepared an updated *Registry access policy*, also to illustrate how we would implement the proposed revisions to the registry access arrangements in clause 11.28 of the Code. This is attached at Appendix D.

Q4. Do you agree with our proposal to apply the proposed model for regulating registry access to the regulation of WITS access? If you disagree, please provide reasons.

Q5. Do you have any suggestions for alternative arrangements for regulating access to WITS? Please provide details.

Q6. Do you agree with our proposal to amend the regulation of access to the registry? If you disagree, please provide reasons.

Q7. Do you agree with the proposed improvements to the drafting of clause 11.28? If you disagree, please provide reasons.

4 We have prepared a regulatory statement for the proposed amendment

- 4.1 Section 39(1)(b) and (c) of the Electricity Industry Act 2010 (Act) requires us to prepare and publish a regulatory statement on any proposed amendment to the Code, and to consult on the proposed amendment and regulatory statement.
- 4.2 Section 39(2) of the Act provides that the regulatory statement must include:
- (a) a statement of the objectives of the proposed amendment
 - (b) an evaluation of the costs and benefits of the proposed amendment
 - (c) an evaluation of alternative means of achieving the objectives of the proposed amendment.
- 4.3 This section contains the regulatory statement for a proposed Code amendment (the proposal) that would:
- (a) provide a framework for the Authority to regulate access to WITS
 - (b) amend the regulation of access to the registry.

The proposal's objective is to promote the efficient operation of the electricity industry

- 4.4 The proposal's objective is to promote the efficient operation of the electricity industry:
- (a) by enabling us to enforce the terms and conditions under which all participants access and use WITS and the registry
 - (b) by making it easier for participants to understand, and comply with, the Code requirements for accessing the registry.
- 4.5 This would further the efficiency limb of our statutory objective.

Q8. Do you agree with the proposal's objective? If not, please provide reasons?

We have analysed the proposal's benefits and costs

- 4.6 We have assessed the proposal's expected benefits and costs, using a combination of qualitative and quantitative analysis. We have compared the proposal against the status quo arrangements.

We have assessed the proposal's costs using quantitative analysis

- 4.7 We expect the proposal would impose little or no cost on industry participants that use WITS and/or the registry. These parties already comply with:
- (a) clause 11.28 of the Code and the draft *Registry access policy*
 - (b) the proposed terms and conditions in the draft *WITS access policy* attached to this paper.
- 4.8 This means the proposal would not be changing industry practise per se. Some participants may incur a very minor administrative cost updating procedures related to the use of WITS.
- 4.9 We believe the WITS manager would incur some operational costs under the proposal, if a WITS user were to compromise WITS' operation or the integrity of WITS' data. This

cost would relate to restricting or suspending a user's access to WITS. We estimate this cost would be approximately \$2,500—\$5,000 per event (ie, each time WITS was compromised). We do not expect this cost to be very large because the WITS manager would be able to leverage existing functionality when limiting a user's access to WITS.

4.10 We would also incur a cost to finalise the *WITS access policy* and the updated *Registry access policy*. This cost would relate primarily to obtaining legal sign-off on the policies. We estimate this cost would be approximately \$5,000.

4.11 The registry manager would not incur any costs associated with the proposal.

We have assessed the proposal's benefits using qualitative analysis

The proposal's main benefit is to lower WITS users' transaction costs

4.12 We expect the proposal's main benefit would be to lower WITS users' transaction costs should a user compromise WITS' operation or data, by enabling us to restrict, or suspend, that user's access to WITS. Our actions would remove, or at least substantially lessen, the adverse effects of the user's behaviour on other WITS users. These adverse effects could include disruptions to any or all of the following:

- (a) business-to-market processes (eg, a participant placing bids/offers)
- (b) back-office processes (eg, a dispatchable load purchaser actioning a dispatch instruction from the system operator; a generator updating its offers based on forecast, provisional, or interim prices)
- (c) business-to-business processes (eg, a participant liaising with its banker about an amount owing/payable in the wholesale electricity market).

4.13 It is difficult to estimate the cost saving to WITS users from avoiding these disruptions, as it will depend on the severity of the disruption. At one end of the spectrum, the cost saving may be negligible—just a small dip in staff productivity because of a slowdown in the processing of data to or from WITS. At the other end of the spectrum, if WITS were to be severely compromised, participants would need to use the relevant backup procedures to meet those Code obligations that rely on WITS' operation. This is, by nature, a relatively manual process. We estimate the cost across all affected participants would be reasonably material, if WITS were to be compromised for more than 24—48 hours. This would be due to the higher transaction costs and the lost productivity of staff.

4.14 We expect the proposal would benefit the WITS manager by enabling it to also avoid unnecessary transaction costs. The last time a user compromised the operation of WITS, the WITS manager incurred significant internet usage charges unnecessarily, along with time spent liaising with the user and the Authority in resolving the problem.

4.15 Businesses and consumers who are not participants, but who use WITS, would benefit under the proposal for similar reasons to those described for industry participants (ie, avoided transaction costs and lost productivity).

4.16 The question is, how often would the avoided costs described above arise under the proposal? Based on past experience, we estimate that WITS' operation or data may be compromised once, or possibly twice, over the next 15 years. For the purposes of this cost-benefit analysis (CBA), we have assumed one such instance to be conservative.

The proposal would have a smaller benefit for registry users

- 4.17 We expect the proposal would have a smaller expected benefit to registry users than for WITS users. This reflects the lower probability of the registry access problem arising, since a material component of registry access is already regulated.
- 4.18 We note there may also be a minor reduction in registry users' transaction costs from the proposed improvements to the drafting of clause 11.28 of the Code. This is because the clause would be easier to understand, and therefore easier for registry users to comply with.

The proposal might have a small benefit for the Authority

- 4.19 We would also benefit from the proposal if we avoided legal costs associated with enforcing, or attempting to enforce, terms and conditions for accessing and using WITS and the registry.
- 4.20 The improvements to the drafting of clause 11.28 would also deliver a small benefit to us, if we were to spend less time clarifying the meaning of the clause to new registry users, and/or enforcing compliance.

We consider the proposal would have a net benefit

- 4.21 Table 1 summarises our assessment of the proposal's costs and benefits.

Table 1: Summary of proposal's benefits and costs

Identified cost	Identified benefit
<i>Implementation</i>	<i>WITS</i>
\$5,000 Authority implementation cost to finalise <i>WITS access policy</i>	Negligible benefit if WITS compromised in a minor way – possibly some lost productivity avoided
Negligible cost for participants to update procedures to account for <i>WITS access policy</i>	Material benefit if WITS compromised in a major way, from: • avoided lost productivity • avoided higher operating/transaction costs.
<i>Operation</i>	<i>Registry</i>
\$2,500—\$5,000 WITS manager operational cost to restrict/terminate rogue user's access to WITS.	Similar in nature to WITS, but with less likelihood. Higher risk of adverse publicity and therefore industry reputational damage because of customer switching delays.
	Minor benefit from Code being easier to understand and comply with.
<i>Total cost of proposal</i>	<i>Total benefit of proposal</i>
\$6,500—\$8,000 ⁵	Not quantified

⁵ We have assumed a real discount rate of 6 % per annum, which is the rate we typically use when assessing the quantitative benefits and costs of proposed Code amendments.

- 4.22 We estimate the proposal would cost \$6,500—\$8,000 in today's dollars.
- 4.23 It is not practicable to quantify the proposal's estimated benefits. However, if the proposal were to be implemented, we believe the following parties would, in aggregate over the next 15 years, avoid costs with a present value exceeding the proposal's cost:
- (a) WITS users
 - (b) registry users
 - (c) the WITS manager
 - (d) the registry manager
 - (e) the Authority.
- 4.24 For example, the Authority could easily save \$6,500—\$8,000 in legal fees related to WITS users refusing to sign the WITS UoSA.
- 4.25 Therefore, on balance, we consider the proposal would have a net benefit.

Q9. Do you agree the proposal's benefits outweigh its costs? If you disagree, please provide reasons.

We have not identified an alternative to the proposal

- 4.26 We have not identified any alternatives that would meet the objective of the proposed Code amendment.
- 4.27 As discussed in this paper, a contracting approach does not guarantee that we can enforce the terms and conditions under which participants access and use WITS.

Q10. Do you agree there are no viable alternatives to addressing the problem we have identified? If you disagree, please provide reasons.

The proposed amendment complies with section 32(1) of the Act

- 4.28 The Authority's objective under the Act is to promote competition in, reliable supply by, and the efficient operation of, the electricity industry for the long-term benefit of consumers. The Act says the Code may contain any provisions that are consistent with the Authority's objective and are necessary or desirable to promote one or all of the matters set out in Table 2.⁶
- 4.29 We consider the proposal will deliver a net benefit through its promotion of the efficient operation of, the electricity industry. Therefore, the proposal complies with the efficiency limb of the Authority's objective and is for the long-term benefit of consumers. The proposal also complies with section 32(1) of the Act.

Table 2: Proposal's compliance with section 32(1) of the Act

(a) competition in the electricity industry;	The proposal is expected to have a negligible effect on competition in the electricity industry.
(b) the reliable supply of electricity to	The proposal is expected to have a negligible effect on the reliable supply of electricity by the electricity industry.

⁶ Refer to section 32(1) of the Act.

consumers;	If WITS' operation or data is compromised, backup procedures are in place to enable generators and ancillary service agents to make offers to the system operator.
(c) the efficient operation of the electricity industry;	The proposal is expected to have a positive effect on the efficient operation of the electricity industry. In particular, the proposal would, in comparison with the status quo: (a) better enable us to promptly and effectively address situations where a participant compromises the operation of WITS or the registry and/or the integrity of their data (b) better enable participants to understand and comply with the Code.
(d) the performance by the Authority of its functions;	The proposal would not materially affect the performance of the Authority's functions.
(e) any other matter specifically referred to in this Act as a matter for inclusion in the Code.	The proposal would not materially affect any other matter specifically referred to in the Act for inclusion in the Code.

We have given regard to the Code amendment principles

- 4.30 When considering an amendment to the Code, we must have regard to the Code amendment principles in our consultation charter, to the extent that we consider them applicable.⁷ Table 3 describes our regard for the Code amendment principles during our consideration of the proposal.

Table 3: Regard for Code amendment principles

Principle	Comment
1. Lawful	The proposal is lawful and consistent with the empowering provisions of the Act. The proposal is consistent with the Authority's objective because it would promote the efficient operation of the electricity industry, for the long-term benefit of consumers.
2. Provides clearly identified efficiency gains or addresses market or regulatory failure	The evaluation of the proposal's benefits and costs in section 4 sets out the proposal's efficiency gains. We consider the proposal would deliver a net efficiency gain over the status quo.
3. Net benefits are	Our evaluation of the proposal's benefits and costs in

⁷ The consultation charter is one of our foundation documents and is available at: <http://www.ea.govt.nz/about-us/documents-publications/foundation-documents/>.

Principle	Comment
quantified	section 4 sets out the extent to which we have been able to quantify the proposal's net benefit. We consider the proposal's benefits would outweigh its costs.
<i>There is no need to apply Code amendment principles 4—9 because principles 1 and 2 are satisfied, and the CBA shows the proposal delivers a clear, positive net benefit.</i>	

Q11. Do you agree that the proposed Code amendment complies with section 32(1) of the Act, and with the Code amendment principles, and should therefore proceed? If you disagree, please provide reasons.

Appendix A Format for submissions

Submitter	
-----------	--

Question	Comment
Q1. Do you agree that compromising the operation of WITS or the registry could have serious implications for the efficient operation of the New Zealand electricity market? If you disagree, please provide reasons.	
Q2. Do you agree there is a problem with the current arrangements for regulating access to WITS and the registry? If you disagree, please provide reasons.	
Q3. Other than the problems identified in this paper, are there any other problems with the current arrangements for regulating access to WITS and the registry?	
Q4. Do you agree with our proposal to apply the proposed model for regulating registry access to the regulation of WITS access? If you disagree, please provide reasons.	
Q5. Do you have any suggestions for alternative arrangements for regulating access to WITS? Please provide details.	
Q6. Do you agree with our proposal to amend the regulation of access to the registry? If you disagree, please provide reasons.	
Q7. Do you agree with the proposed improvements to the drafting of clause 11.28? If you disagree, please provide reasons.	
Q8. Do you agree with the proposal's objective? If not, please provide reasons?	
Q9. Do you agree the proposal's benefits outweigh its costs? If you disagree, please provide reasons.	
Q10. Do you agree there are no viable alternatives to addressing the problem we have identified? If you disagree, please provide reasons.	
Q11. Do you agree that the proposed Code amendment complies with section 32(1) of the Act, and with the Code amendment principles, and should therefore proceed? If you disagree, please provide reasons.	

Appendix B Proposed Code amendment

B.1 We propose to amend the existing clause 11.28 as follows:

11.28 Access to registry

- (1) A **participant** ~~that wants access to the **registry** must~~ may apply to the **Authority** to have access to the **registry**.
- (2) If the **Authority** grants a **participant's** application, the **Authority**—
 - (a) must specify and **publish** the terms and conditions under which the **Authority** grants access to the **registry**:
 - (b) may restrict or suspend a **participant's** access to the **registry** if the **participant** does not comply with those terms and conditions.
- (2AA) The **Authority** may, from time to time, specify and **publish** amendments to the terms and conditions under which the **Authority** grants access to the **registry**. Such amendments will apply—
 - (a) to those **participants** the **Authority** has already granted access to the **registry**; and
 - (b) to future applications for access to the **registry**.
- (2A) The **participant** must comply with the terms and conditions specified and **published** by the **Authority** under subclause (2), including any amendments specified and **published** under subclause (2AA).
- (3) The **registry manager** must provide to the **participant** access to the **registry** in accordance with those terms and conditions.
- (4) If the **Authority** grants a **participant** access to the **registry**, and the **participant** requests a report, the **registry manager** must provide the report to the **participant** within 4 hours of receiving the request.
- (5) In determining whether the **registry manager** has provided the report within the time specified in subclause (4), no account is to be taken of any period during which the **registry** is not required to be available under clause 11.20.

B.2 We propose to add a new clause to Part 13 of the Code as follows:

13.3D Access to WITS

- (1) A **participant** that wants access to **WITS** must apply to the **Authority** to have access to **WITS**.
- (2) If the **Authority** grants a **participant's** application, the **Authority**—
 - (a) must specify and **publish** the terms and conditions under which the **Authority** grants access to **WITS**:
 - (b) may restrict or suspend a **participant's** access to **WITS** if the **participant** does not comply with those terms and conditions.
- (3) The **Authority** may, from time to time, specify and **publish** amendments to the terms and conditions under which the **Authority** grants access to **WITS**. Such amendments will apply—
 - (a) to those **participants** the **Authority** has already granted access to **WITS**; and
 - (b) to future applications for access to **WITS**.
- (4) The **participant** must comply with the terms and conditions specified and **published** by the **Authority** under subclause (2), including any amendments specified and **published** under subclause (3).
- (5) The **WITS manager** must provide to the **participant** access to **WITS** in accordance with those terms and conditions.
- (6) The terms and conditions specified by the **Authority** under subclause (2), including any amendments specified under subclause (3), replace any agreements to access **WITS**, which the **participant** and the **WITS manager** had agreed prior to the date on which this clause comes into effect.

Appendix C Proposed WITS access policy

C.1 This appendix contains the proposed *WITS access policy*.

WITS Access Policy

Version 1

[Insert publication date]

Version control

Version	Date amended	Comments
1.0	04/09/2018	Board approved draft for consultation.

DRAFT

Overview and disclaimer

This document sets out the policy the Authority follows when considering applications for access to the wholesale information trading system (WITS). The document reflects the Authority's view.

The information contained in this policy should not be used instead of legal advice.

If there is any inconsistency between this policy and the Code, the Code takes precedence.

DRAFT

Glossary of abbreviations and terms

API	Application Programming Interface
Authority	Electricity Authority
Code	Electricity Industry Participation Code 2010
Participant	A person, or a person belonging to a class of persons, identified in section 7 of the Electricity Industry Act 2010, as being a participant in the electricity industry
SFTP	Secure File Transfer Protocol
SPA	Service Provider Agreement
WITS	The system operated by the WITS manager
WITS manager	The market operation service provider for the time being appointed as wholesale information trading system provider under this Code
WITS user	A person who accesses WITS (ie, a WITS Data Hub user or WITS Trader user)

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1. Introduction

1.1 This document sets out the terms and conditions under which the Authority grants access to the wholesale information trading system (WITS):

- (a) Section 2 provides background information.
- (b) Section 3 sets out the terms and conditions for WITS Data Hub and WITS Trader. This category of access provides read and write access to WITS and the clearing manager's portal. Only participants approved by the Authority are allowed access to WITS Data Hub and WITS Trader.

2. An overview of WITS

WITS facilitates information provision in the wholesale electricity market

- 2.1 WITS is a “24 by 7” web-based platform for exchanging, and for making available, information related to New Zealand’s wholesale electricity market. The Code contains various obligations in this regard, including those listed below, which make WITS critical to the efficient operation of the wholesale market:
- (a) purchasers, generators, and ancillary service agents must use WITS when submitting energy bids, energy offers or reserve offers to the system operator
 - (b) the WITS manager must make available on WITS all final energy bids, final energy offers, and final reserve offers
 - (c) the system operator must use WITS to give notice to generators of the implication of any block security constraints that apply within a block dispatch group
 - (d) the system operator must use WITS to issue a dispatch instruction to a dispatchable load purchaser
 - (e) the system operator must use WITS to make available forecast prices, forecast reserve prices and real time prices
 - (f) the pricing manager must use WITS to give notice of a scarcity pricing situation
 - (g) the pricing manager must make available on WITS provisional prices, provisional reserve prices, interim prices, interim reserve prices, final prices, and final reserve prices
 - (h) the clearing manager must make the details of constrained off amounts and constrained on amounts available on WITS
 - (i) the clearing manager must use WITS to advise a participant of amounts owing and payable, and the participant must immediately confirm, through WITS, receipt of this information
 - (j) the clearing manager must use WITS to provide information about prudential security requirements to each participant that must comply with such requirements.
- 2.2 The Code also requires the WITS manager to make certain information publicly available. The WITS manager uses WITS to do so. Examples include:
- (a) the WITS manager must make available at no cost on a publicly accessible approved system all final energy bids, final energy offers, and final reserve offers

- (b) the WITS manager must make real time prices available at no cost on a publicly accessible approved system
- (c) the WITS manager must make certain risk management contract information available at no cost on a publicly accessible approved system.

NZX's role as the WITS manager

- 2.3 The Authority must appoint a person(s) to perform the market operation service provider role of WITS manager.
- 2.4 The Authority has appointed NZX Limited (NZX) to be the WITS manager. The services that NZX must provide as WITS manager are set out in:
 - (a) the Code
 - (b) the WITS service provider agreement (SPA)
 - (c) the WITS functional specification
 - (d) the WITS operational requirements.¹

Additional information

- 2.5 Further information on WITS is available on the Authority's website at:
<http://www.ea.govt.nz/operations/wholesale/spot-pricing/wits/wits-manager/>
- 2.6 Please contact the Authority if you require any further information about WITS:

Electricity Authority
PO Box 10041
Wellington
Attention: **Manager Market Operations**

Telephone: 04 460 8860
Fax: 04 460 8879
Email: marketoperations@ea.govt.nz

¹ The operational requirements and the functional specification for WITS are published on the Authority's website at:
www.ea.govt.nz/operations/wholesale/spot-pricing/wits/wits-manager/wits-functional-specifications/

3. An overview of access to WITS

Categories of access to WITS

3.1 There are two main categories of access to WITS:

- (a) **Public WITS Data Hub**, formerly known as WITS Free to Air, provides web browser read-only access to all non-confidential market data. The public WITS Data Hub is available to anyone without Authority approval.
- (b) **WITS Data Hub and WITS Trader** provides read and write access to WITS and the clearing manager's portal. It allows participants to access public and private market data and to submit information to WITS to comply with their obligations under Part 13 of the Code.

The level of read and write access will vary in each case depending on the information that the participant is required to submit or receive under the Code. Only participants approved by the Authority are allowed access to WITS Data Hub and WITS Trader.

WITS Data Hub and WITS Trader may be accessed using a web browser or accessed using SFTP or web services for integration into a user's back-office system.

3.2 This document addresses terms and conditions of access to WITS Data Hub and WITS Trader. Terms of Use for the public WITS Data Hub are available on the public WITS Data Hub website.

3.3 Participants that may require WITS Data Hub and WITS Trader access to fulfil Code obligations are:

- (a) generators
- (b) purchasers
- (c) load aggregators
- (d) ancillary service agents²
- (e) dispatchable demand purchasers
- (f) grid owners.

² An ancillary service agent is a person who, pursuant to an agreement with the system operator, provides ancillary services as defined in the Code.

Authority's approach to considering access to WITS

- 3.4 The Authority starts from the premise that it is preferable to provide (rather than prevent) access to the information in WITS.
- 3.5 However, restrictions on access to WITS are necessary to address problems that could arise from providing unlimited access. For example, the operation of the wholesale electricity market may be severely compromised if a person was able to interact with WITS in a manner that jeopardised WITS' operation. Access restrictions are directed at preventing any action that would compromise a secure, reliable, and efficient WITS.
- 3.6 Further, given that some participants access WITS Data Hub and WITS Trader as part of complying with their Code obligations, the Authority's approach is to give priority access to those users.

4. Terms and conditions of access to WITS

General

- 4.1 Clause 13.3D of the Code requires that a participant with access to WITS Trader and WITS Data Hub must comply with the terms and conditions specified by the Authority. These terms and conditions are as specified below.
- 4.2 By using WITS Trader and WITS Data Hub, you agree to these Terms and Conditions. If you do not accept these Terms and Conditions, you must not use WITS and will need to use alternative means to meet your Code obligations.
- 4.3 You agree that:
- (a) The Authority may amend these Terms and Conditions at any time. Amendments are effective as soon as the Authority posts them on its website. You are responsible for ensuring you are familiar with the latest Terms and Conditions. By continuing to use WITS, you agree to be bound by the Terms and Conditions as amended.
 - (b) The particular type or level of read and/or write access within WITS that the Authority grants to a particular person will depend on the type of information that the person is required to submit or receive to or from WITS to comply with its Code obligations, or the type of information it provides, and wishes to receive.
 - (c) If a participant's status or circumstances change such that it no longer requires the level of access that was originally granted, the participant must notify the Authority immediately.
 - (d) The Authority may, at its sole discretion, amend a person's category and/or level of WITS access.
 - (e) There may be circumstances in which it is necessary to reduce or suspend access to WITS, such as to maintain the WITS or protect the integrity of the system. The Authority prefers that access is restricted in a way that will minimise interference with participants' ability to comply with their functions and obligations under the Code, but this is not always practicable.
- 4.4 WITS and these Terms and Conditions are governed by the laws of New Zealand and by using WITS you submit to the exclusive jurisdiction of the New Zealand courts.
- 4.5 You may use WITS to send and receive information in accordance with the access provisions granted to you by the Authority. Access to WITS Trader and WITS Data Hub is only granted to participants that need to access market data or to submit information to WITS, as the specified 'information system', to comply with their Part 13 Code-related obligations.

4.6 You must at all times:

- (a) use the unique participant identifier or a four letter identifier provided by the Authority in all WITS transactions
- (b) safeguard your password from unauthorised access or use
- (c) protect the integrity and security of WITS, and not do anything that will damage, harm, or compromise the integrity or security of WITS or any connected network or system, or impede the use of WITS by other users.

4.7 You agree to comply with all applicable laws, and to not infringe the Authority's or the WITS manager's rights, or the rights of anyone else, or restrict or inhibit any person's use of WITS.

4.8 You agree not to do, or try to do, any of the following:

- (a) anything that would damage or harm WITS, or any underlying or connected network or system;
- (b) use any unauthorised programme, including a harvesting bot, robot, spider, or scraper to access the API or content available through it for any purpose;
- (c) introduce any viruses, content other than that required to meet Code purposes, or software code to WITS;
- (d) do anything that could disable, overburden, or impair the proper working of the API, such as a denial of service attack;
- (e) solicit log in information or access an account belonging to someone else;
- (f) bully, intimidate, or harass any user of WITS.

4.9 Specifically, you agree not to:

- (a) use WITS to do anything unlawful, misleading, malicious, or discriminatory; or
- (b) facilitate or encourage any violations of these Terms and Conditions.

4.10 If you infringe any of these Terms and Conditions that apply to your use of WITS Trader, without limiting any other rights and remedies, the Authority may do one or more of the following:

- (a) to the extent that it is necessary to maintain WITS or protect the security, reliability or integrity of WITS, restrict your access to WITS, provided that such restriction does not prevent you from complying with the Code
- (b) make modifications to WITS
- (c) allege a breach of the Code.

- 4.11 In the event your access to WITS Trader is restricted, you acknowledge that you may need to:
- (a) reduce the volume of your uploads or downloads to WITS; or
 - (b) rely on the backup procedures prescribed by the Code.
- 4.12 You agree that the Authority and the WITS manager will not be liable for any direct, indirect, incidental, special, consequential or exemplary loss or damages, including, but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, resulting from:
- (a) any restriction to access imposed should the participant infringe these Terms and Conditions; the reliability, accuracy, or availability of information provided or received from WITS; or
 - (b) loss or corruption of your data or records or loss or corruption to your computing resources, software, or other information technology infrastructure caused by information received from WITS; or
 - (c) derivative works or modifications of the information from the API by yourselves or your agents; or
 - (d) your use of, or the inability to use, WITS (including in relation to any conclusions or assumptions derived from the information provided through WITS).
- 4.13 You agree that you have no rights of ownership to any part of WITS or the information in it.

5. Application process

- 5.1 Authority approval is required before you may access WITS as either a WITS Data Hub user or a WITS Trader user.
- 5.2 Application for access must be made to the Authority for approval using the appropriate form. A copy of the application form is attached in Appendix A.

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Appendix A – WITS application form

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Appendix D Proposed amended Registry access policy

D.1 This appendix contains the proposed amendments to the *Registry access policy*.

Registry Access Policy

Version 1.76 |

~~XX1 month~~ March 20186 |

Version control

Version	Date amended	Comments
1.3	13/03/2007	Original Document (Electricity Commission)
1.4	15/10/2013	Updated to include Meter Equipment Providers
1.5	5/11/2014	Updated to clarify conditions of access
1.6	1/3/2016	Added a Connection Data API clarification to the Overview
1.7	4/09/2018	Updated to apply to general registry access

Overview and disclaimer

This document sets out the policy the Authority follows when considering applications for access to ~~the~~ registry information. The document reflects the Authority's view.

The information contained in this policy should not be used instead of legal advice.

If there is any inconsistency between this policy and the Electricity Industry Participation Code 2010 (Code), the Code takes precedence.

This registry access policy does not apply to registry users access to the "ICP Connection Data API" (<https://emi.portal.azure-api.net/Products/56a92b7074ff88075485e86b>) or to the use of data obtained from that source.

Glossary of abbreviations and terms

<u>API</u>	<u>Application Programming Interface</u>	
Authority	Electricity Authority	
Code	Electricity Industry Participation Code 2010	
<u>EIEP</u>	<u>Electricity Information Exchange Protocol</u>	
ICP	Installation Control Point	
MEP	Metering Equipment Provider	
SFTP	Secure File Transfer Protocol	

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1. Introduction

- 1.1 ~~The market administrator, traders, distributors, the reconciliation manager, and metering equipment providers require registry access to fulfil their obligations under the Electricity Industry Participation Code 2010 (Code).~~
- 1.2 ~~This paper document sets out the terms and conditions under which outlines the policy for the Authority to grants access to information on the registry.~~
- 1.3 ~~Further~~ An information guide to the registry is also available on the Authority's website at <http://www.ea.govt.nz/operations/retail/the-registry/about-the-registry/>.

2. An overview of the registry

The registry facilitates customer switching and reconciliation

2.1 The registry is a “24 by 7” system that contains information on every installation control point (ICP) in the New Zealand electricity industry. The registry is the electricity industry’s national database of record for all ICPs. The registry is the primary mechanism for processing the switching of customers between electricity retailers. The registry is also an important source of information to support reconciliation of electricity quantities.

2.2 The registry’s main processes are:

- (a) the maintenance and validation of ICP information, both current and historical, via online and batch functions
- (b) a notification facility that advises all affected participants of changes made to ICP information
- (c) a delivery mechanism for the switching protocols and electricity information exchange protocol (EIEP) files
- (d) the provision of ICP look-up facilities to authorised participants, both online and in batch (file) mode
- (e) the provision of reconciliation reporting
- (f) the provision of compliance reporting, including information for investigations and audits
- (g) the management of discrepancies between participant back-office systems and the registry.

2.3 The Code defines which participant is responsible for providing information about specific ICP attributes, and the timeframes within which the information must be provided.

~~The registry maintains a database of information~~

~~2.12.4 The registry provides information for the following activities that are not regulated by the Code:~~

- ~~(a) provides information for the following activities that are not regulated by the Code:~~
 - (a) network charging
 - (b) consumer invoicing.
 - (c) data hub capability
 - (d) compliance monitoring by the Authority

~~— investigations and audits~~

~~— public API~~

2.5 The registry also has:

- (a) an encrypted data hub, which enables the exchange of data between registry users
- (b) an API, which enables registry users to automatically communicate with the registry's database management system, to access connection data.
- (b) ~~provides information for the following activities that are regulated by the Code:~~
 - (i) ~~creation and management of installation control points (ICPs)~~
 - (ii) ~~maintenance of registry information~~
 - (iii) ~~access to registry information via:~~
 - ~~web browser for single ICPs~~
 - ~~SFTP for reports~~
 - ~~web services for on-line back office access~~
 - (iv) ~~the process for switching:~~
 - ~~network obligations for ICPs between distributors~~
 - ~~trader obligations for ICPs between traders~~
 - ~~metering obligations for ICPs between metering equipment providers (MEPs)~~
 - (v) ~~provision of information used in the reconciliation process by the reconciliation manager~~
 - (vi) ~~static data tables that assist with the management of reconciliation and customer invoicing.~~

Additional information

2.6 Further information on the registry is available on the Authority's website at:
<http://www.ea.govt.nz/operations/retail/the-registry/>

2.7 Please contact the Authority if you require any further information about the registry:

Electricity Authority

PO Box 10041

Wellington

Attention: **Manager Market Operations**

Telephone: 04 460 8860

Fax: 04 460 8879

Email: marketoperations@ea.govt.nz

2.3. An overview of access to the registry

Applications for registry access

- 3.1 Clause 11.28 of the Code outlines the process for granting access to ~~information held by the registry~~. Participants who want to access the registry ~~must may apply for access to the Authority~~. If the ~~Authority~~ grants a participant's application, it ~~must the Authority must~~ specify the terms and conditions under which ~~the access to the registry has been granted~~ information is provided. The participant and the registry manager must comply with these terms and conditions.
- 3.2 The Authority can also ~~grant non-participants~~ approve access to the registry ~~information to non-participants~~. Granting of registry ~~This policy governs the g~~ access to non-participants ~~is also governed by this policy~~.

Categories of access

- 3.3 The Authority may grant ~~following are the three categories~~ types of access to the registry ~~that the Authority grants~~:
- (a) access to non-participants who require access to the registry ~~information~~ for regulatory, law enforcement, or investigation purposes
 - (b) access to participants for the purposes of fulfilling their Code obligations
 - (c) electricity industry regulator (regulator) access.

Payment for registry access

- 3.4 Payment for use of the registry is included in the electricity industry levy. The method of cost allocation is described in the Electricity Industry (Levy of Industry Participants) Regulations 2010. Currently registry related costs are allocated as follows:
- (a) non-participant registry users – no charge
 - (b) participant registry users – costs are allocated between distributors and traders that have their participant identifier recorded on ICPs in the registry.
- 3.5 The registry manager may elect to offer services additional to the requirements set out in the registry functional specification to any person, only if providing the additional services:
- (a) does not conflict with, or breach, either the Code or the service provider agreement between the registry manager and the Authority
 - (b) only allows a requesting participant to utilise registry information relating to an ICP while the requesting participant is responsible for the ICP.

Authority obligations

- 3.6 The Authority ~~will publish~~es in the registry functional specification, the method of registry operation and processes.
- 3.7 Once the Authority approves access to the registry, the access is managed by the registry manager by:
 - (a) allocating one user per participant, identified as a 'supervisor user' (the supervisor user can assign access to the registry, to any person within the participant's organisation, under the same permissions that the supervisor has)
 - (b) restricting activity:
 - (i) to read only, or read and write
 - (ii) by imposing a concurrent user cap, if requested to do so by the Authority
 - (iii) by imposing a maximum time out period when a registry session is un-used.
- 3.8 The Authority must monitor registry usage, and, if the number of concurrent users ~~adversely affects~~impacts registry performance, may apply a concurrent user cap that limits, by registry user, the number of concurrent users that may use the registry.
- 3.9 The Authority determines access permissions to ~~the registry information~~for each type of participant and has set these out in the registry functional specification:
 - (a) non-participant registry users are configured as having read only access permission
 - (b) participant registry users are configured by participant type, with read/write access for information in respect of which the participant has Code obligations
 - (c) regulator registry users:
 - (i) the Authority will have read/write access
 - (ii) other regulator users will have read only access.
- 3.10 Participant access — the Authority will grant a participant with sufficient access to the registry ~~that to allows a that~~ participant to fulfil its Code obligations, but with permissions that prevent it interfering with any other participant's Code obligations. The registry also automatically blocks access for record updates that are not in accordance with the access granted by the Authority.

3.11 Non-participant access – the Authority may, at its sole discretion, grant non-participant access to the registry, but with permissions that will prevent any non-participant from interfering with any participant's Code obligations. In considering applications for non-participants to have access, the Authority:

- (a) will consider each application on its own merits, taking into account the Authority's statutory objective and the end use of the registry information
- (b) will not grant access if registry information is wanted for marketing purposes
- (c) will grant access if access to the registry information is required under other legislation.

3.12 When allowing access to the registry, the registry manager must:

- (a) not allow access to the registry to any person without the prior written consent of the Authority
- (b) only allow access to the registry on the terms and conditions advised by the Authority, which includes access permissions
- (c) ensure that the system maintains the integrity of each participant's information by allowing only those parties that have been granted authority by participants to access the system-registry on their behalf, (by the exchange of digital certificates and/or password authentication) to change or enter information in the registry
- (d) allow access to parties that have been granted agent access by registry users, to access the registry on that registry user's behalf by exchange of digital certificates and/or password authentication.

3.13 Registry users will access the registry via one or more of the following methods:

~~(a)~~—Web browser:

~~(b)~~(a) _____unrestricted access and search capability for registry information that is only available for a selected single ICP

~~(c)~~(b) _____File access via SFTP - requests and reports provided to and from the registry:

- (i) if ICP identifiers are provided by the registry user – all registry information
- (ii) if ICP identifiers are not known, limited to information for those ICPs where the participant identifier that is generating the request has ownership of the ICP

~~(d)~~—Web services:

~~(e)~~(c) unrestricted view access and search capability for registry information that is only available for a selected single ICP.

3.14 The registry manager must permit updates to registry information (write access) only if the participant identifier assigned to the registry user has ownership of the ICP recorded in the registry. In such cases, the registry manager will restrict access as follows:

- (a) ~~£~~To only the fields that a participant type is permitted to update as required in the Code and also as detailed in the registry functional specification.
- (b) ~~£~~To only the time period that a participant has responsibility for registry information. This is determined by:
 - (i) the participant "owning" an ICP, ~~ie. i.e.~~ the participant identifier is recorded within the registry against the ICP identifier
 - (ii) the participant being a new metering equipment provider (MEP) to an ICP, in which case it has been nominated as the MEP and it has accepted the nomination
 - (iii) the participant being responsible under the Code for other registry information such as information in static data tables.
- (c) ~~£~~The registry must have business rules to enable a participant to "inherit" certain information about an ICP when the participant becomes responsible for the ICP. This inheritance is set out in the registry functional specification, and participants should be aware of inheritance of certain information by becoming familiar with the registry functional specification.

3.4. Terms and conditions under which access is granted

4.1 Clause 11.28 of the Code requires the Authority to specify terms and conditions under which access to ~~information the registry is granted to be provided.~~

4.2 The following terms and conditions apply to all registry users:

- (a) each registry user:
 - (i) must comply with the requirements of the Code and the registry functional specification, including:
 - taking all practicable steps to provide complete and accurate information to the registry
 - correcting any inaccuracies in registry information as soon as practicable
 - (ii) must use a participant or a four letter identifier provided by the Authority unique to that registry user in their registry transactions
 - (iii) must not attempt to gain inappropriate access to the registry, where:
~~"inappropriate access"~~ means access:
 - by means other than the access approved under this policy
 - for gaining a commercial advantage over another participant if the consumer has not initiated contact
 - for marketing, cold calling, direct marketing, or any other form of participant initiated contact with potential customers
 - (iv) is solely responsible for the action of any other person that the registry user has allowed to access the registry through its licence and must ensure that the registry is not accessed inappropriately
 - (v) must not impede any participant's access to information within the registry, or the ability of any participant to update relevant information in the registry (this includes ~~swamping excessive requests for reports from the registry that with report requests in order to~~ overload the registry and cause delays in ~~its~~ the registry operation)
- (b) a participant must not access registry records for an ICP for which the participant is not responsible unless:
 - (i) the participant is a trader and the prospective customer at that ICP has initiated contact with the participant

- (ii) the participant was previously responsible for the ICP, and is querying or amending registry records in respect of their period of responsibility for the ICP
 - (iii) the participant is an MEP and the trader responsible for the ICP has arranged for the participant to become the MEP for the ICP
 - (iv) the participant is a distributor and there is an arrangement for the ICP to switch from the existing distributor to the participant
- (c) if a registry user does not comply with terms and conditions for registry access or interferes with another participant's access to the registry, the Authority may, at its sole discretion, carry out any of the following:
- (i) in the case of a non-participant:—
 - revoke some or all registry access; or
 - impose changed permissions that will prevent the possibility of further interference
 - (ii) in the case of a participant:—
 - impose changed permissions that will prevent the possibility of further interference
 - impose limitations on the access or types of data the participant can access
 - require it to fulfil its Code obligations through a nominated agent
 - allege a breach of the Code against the participant.

Relevant legislation

4.3 Clause 11.28 provides that:

- (a) participants may apply to the Authority for access to the registry
- (b) if the Authority grants a participant's application, the Authority must specify the terms and conditions under which access to information is to be provided
- (c) the participant must comply with the terms and conditions
- (d) the registry must provide the participant with access to information held in accordance with those terms and conditions.

4.4 The information contained in the registry is subject to the Official Information Act 1982.

~~4.5~~ Participants should ensure that they do not enter "personal information" (as defined in the Privacy Act 1993) into the registry, especially in free text fields. If

participants do include personal information in the registry, it will be subject to the Privacy Act.

~~4.6 Additional information~~

~~If you require any additional information about the registry, please contact the market administrator:~~

~~Electricity Authority
PO Box 10041
Wellington
Attention: Market Administrator~~

~~Telephone: 04 460 8860
Fax: 04 460 8879
4.84.5 Email: marketoperations@ea.govt.nz~~