



[Link to recording](#)

# Smart meter read hub

Delivery update and User Agreement


22 January 2026





STRATEGIC  
PANEL  
& Committees

# Agenda

Topic	Presenter	Approx
Welcome and overview	Sarah McMath, CEO	10 mins
Rationale, benefits & delivery update	Spencer Mattia, Programme Manager	5 mins
Data sharing before and after the Hub	Simon Powell, CIO	5 mins
Interim User Agreement <ul style="list-style-type: none"><li>- Key principles</li><li>- Key feedback themes &amp; responses</li></ul>	Andrew Johnson, Head of Legal Raesa Afzal, Legal Counsel Charis Kumanda, Senior Paralegal	50 mins
Questions	Sarah McMath	15 mins
Next steps	Sarah McMath	5 mins
		90 mins

 Please **mute** your microphone

 This meeting will be **recorded and shared**

 We will pause for **questions** - or please use chat, preface with Q:

# Welcome and overview

Sarah McMath  
CEO, MOSL



# Agenda

Topic	Presenter	Approx
Welcome and overview	Sarah McMath, CEO	10 mins
<b>Rationale, benefits &amp; delivery update</b>	<b>Spencer Mattia, Programme Manager</b>	<b>5 mins</b>
Data sharing before and after the Hub	Simon Powell, CIO	5 mins
Interim User Agreement <ul style="list-style-type: none"> <li>- Key principles</li> <li>- Key feedback themes &amp; responses</li> </ul>	Andrew Johnson, Head of Legal Raesa Afzal, Legal Counsel Charis Kumanda, Senior Paralegal	50 mins
Questions	Sarah McMath	15 mins
Next steps	Sarah McMath	5 mins
		90 mins

# Rationale and key objectives

- Wholesalers are rolling out smart metering to nearly 800,000 business customers in AMP8
- Sharing granular meter read data between wholesalers and retailers key to realising smart metering benefits
- Strategic Panel's [National Metering Strategy](#) noted lack of consistent approach and risk of inefficiencies
- Panel asked MOSL to consider options and develop business case
- [Full Business Case](#) approved in June 2025; CGI appointed delivery partner in August 2025
- Robust Programme Governance Structure
- **Hub being delivered in two phases: Phase 1 pilot (April) and Phase 2 to connect Hub to CMOS (December)**

## Objective 1:

To enable smart meter data to be shared **easily, efficiently, confidentially, securely and consistently** between wholesalers to retailers

## Objective 2:

To provide an **efficient way of enabling reads to be submitted into CMOS\*** for settlement that is 'future proofed' to cope with increased future volumes

\*CMOS remains the market system for settlement.

# The Hub and its benefits

- The Hub is a central repository that will store the granular data produced by smart meters
- Wholesalers enter smart meter read data into the Hub. Retailers extract their customers' data for business purposes
- The Hub provides a single, efficient, secure and consistent way of sharing smart meter read data between trading parties
- Hub logs any changes to read data and notifies Retailer automatically
- The Hub enables Wholesalers to share data once instead of multiple times

## Benefits of the Hub:

- **Reduced cost** for trading parties ✓
- Improved **market efficiency** ✓
- Avoidance of **market friction** ✓
- Lower **barriers to entry** ✓
- Improved **speed of access to data** ✓
- Enhanced **customer service** ✓
- Increased **capacity** ✓
- **Control of flow** of reads into CMOS ✓
- Faster, more **accurate settlement** ✓
- **Future proofing** ✓

# Delivery update

## Phase 1: pilot

- Software development completed in December
- Internal MOSL testing currently
- Interim User Agreement to cover Phase 1 only
- Early adopters to begin testing the Hub from February
- *Nb: Participation in Phase 1 is not code mandated*

## Phase 2: connection of Hub to CMOS

- Requirements gathering in February 2026
- Software development and testing February - May
- Hub due to be connected to CMOS in December
- Any code-related feedback will be fed into the Working Group to help draft code changes
- *Code change will mandate use of Hub*

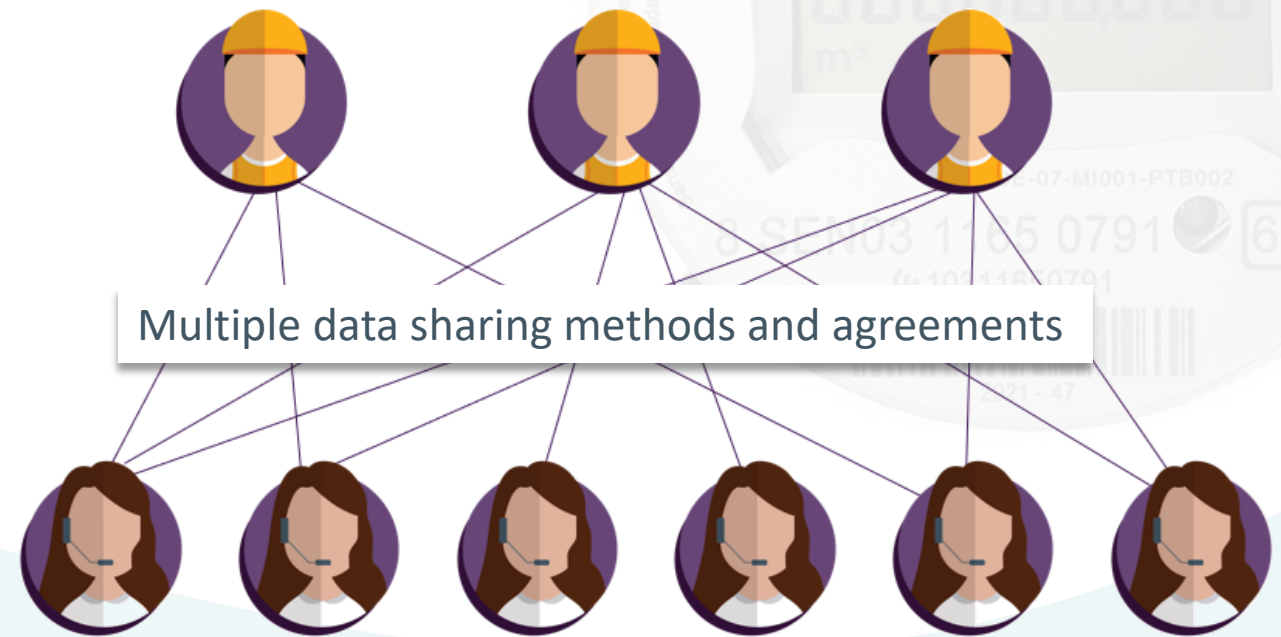


# Agenda

Topic	Presenter	Approx
Welcome and overview	Sarah McMath, CEO	10 mins
Rationale, benefits & delivery update	Spencer Mattia, Programme Manager	5 mins
<b>Data sharing before and after the Hub</b>	<b>Simon Powell, CIO</b>	<b>5 mins</b>
Interim User Agreement <ul style="list-style-type: none"> <li>- Key principles</li> <li>- Key feedback themes &amp; responses</li> </ul>	Andrew Johnson, Head of Legal Raesa Afzal, Legal Counsel Charis Kumanda, Senior Paralegal	50 mins
Questions	Sarah McMath	15 mins
Next steps	Sarah McMath	5 mins
		90 mins

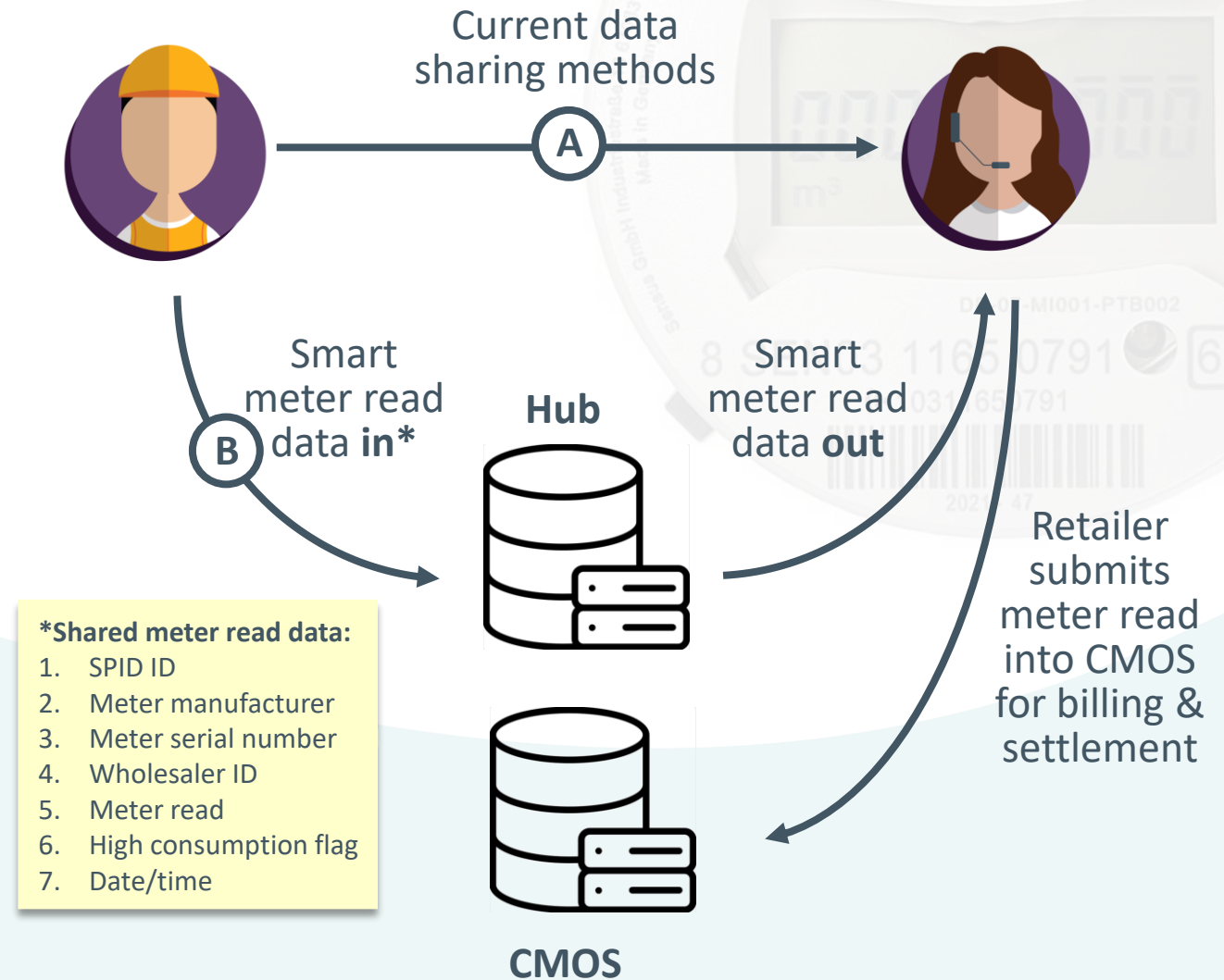
# Sharing smart meter read data today

- Wholesalers and retailers sharing meter read data via various methods, e.g. portals, spreadsheets, etc
- Data sharing covered by individually negotiated data sharing agreements
- Lack of consistency risks inefficiency and impacting customer service
- Data sharing methods and agreements needed for 156 Wholesaler-Retailer pairings today – and hundreds by end of AMP8 in 2030
- **The Hub provides a single, consistent way of sharing smart meter read data, supported by a single interim user agreement, and later, under the Codes.**



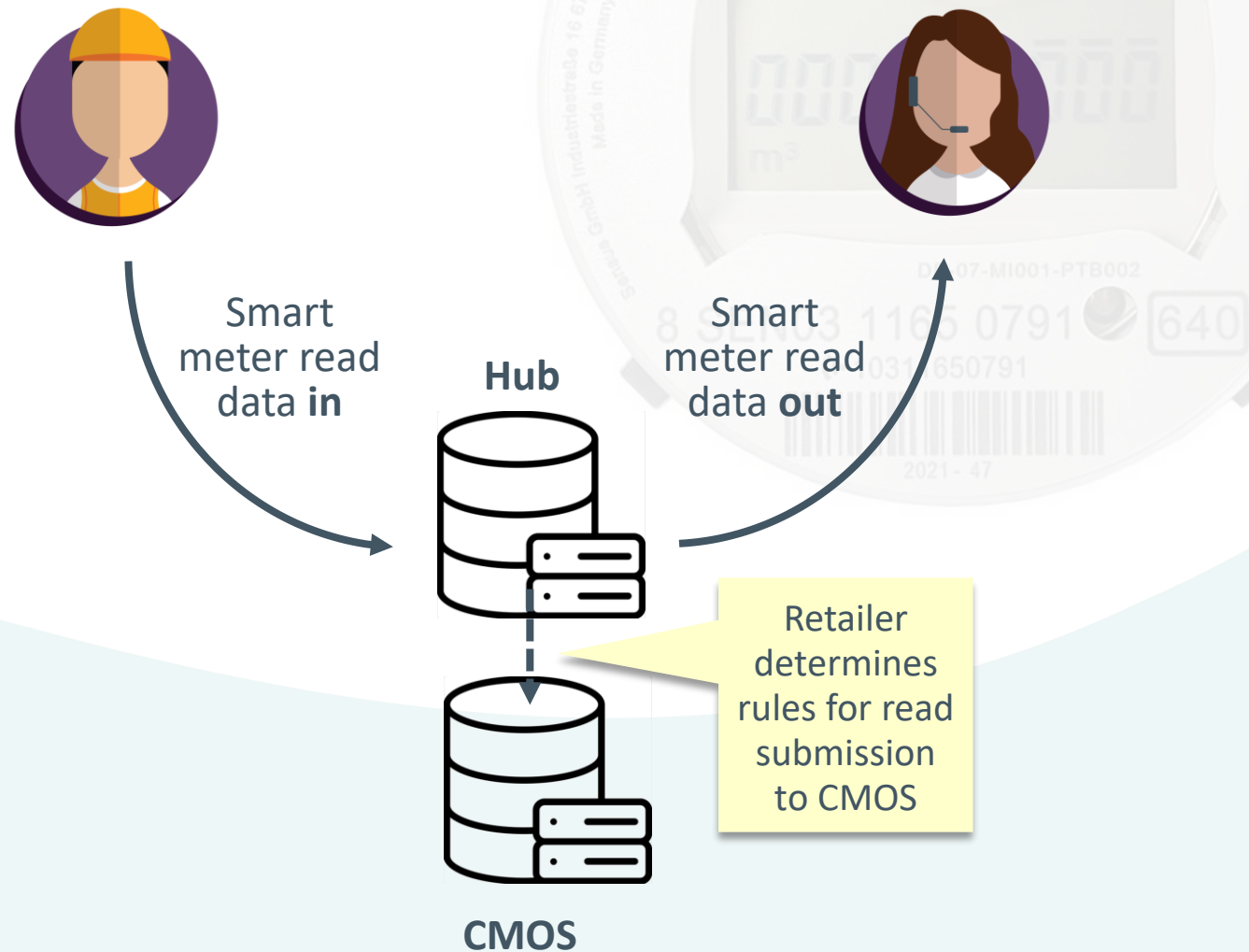
# Sharing smart meter reads during pilot (April 2026)

- Use of Hub is *optional* during the pilot
- Wholesalers can share data via current methods (A) and/or the Hub (B) during the pilot
- Interim User Agreement provides same data protections, UK-GDPR and commercial confidentiality as today
- Retailer submits monthly or bi-annual meter read into CMOS for billing and settlement purposes
- **Nb: Retailer can only see their customers' meter read data in the Hub, which is limited to seven fields\***



## Sharing smart meter reads via Hub in Phase 2

- Wholesalers required to submit smart meter read data into the Hub
- Data protections, UK-GDPR and confidentiality provided by the Codes
  - User Agreement terminates on implementation of the code change, which then covers data shared in pilot
- Retailer extracts and stores their granular meter read data from the Hub
- Retailer determines rules for selecting monthly/bi-annual meter read (default being most recent read) (dashed arrow)
- Read is submitted automatically from Hub into CMOS





**Any questions so far?**



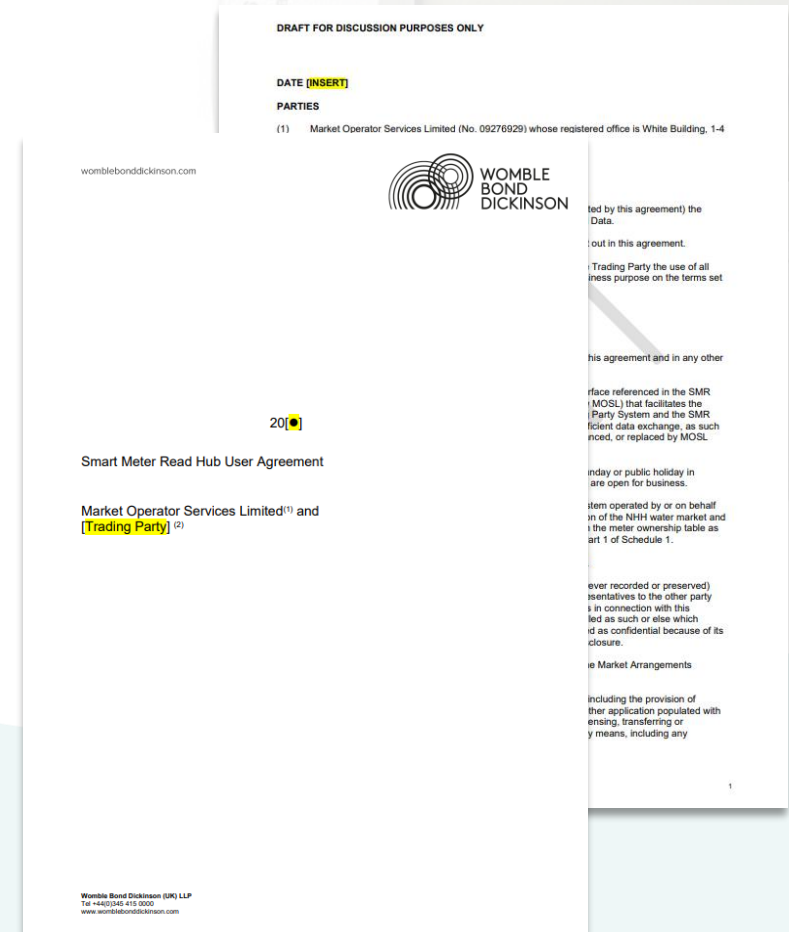
**STRATEGIC  
PANEL  
& Committees**

# Agenda

Topic	Presenter	Approx
Welcome and overview	Sarah McMath, CEO	10 mins
Rationale, benefits & delivery update	Spencer Mattia, Programme Manager	5 mins
Data sharing before and after the Hub	Simon Powell, CIO	5 mins
<b>Interim User Agreement</b> - Key principles - Key feedback themes & responses	<b>Andrew Johnson, Head of Legal</b> <b>Raesa Afzal, Legal Counsel</b> <b>Charis Kumanda, Senior Paralegal</b>	<b>50 mins</b>
Questions	Sarah McMath	15 mins
Next steps	Sarah McMath	5 mins
		90 mins

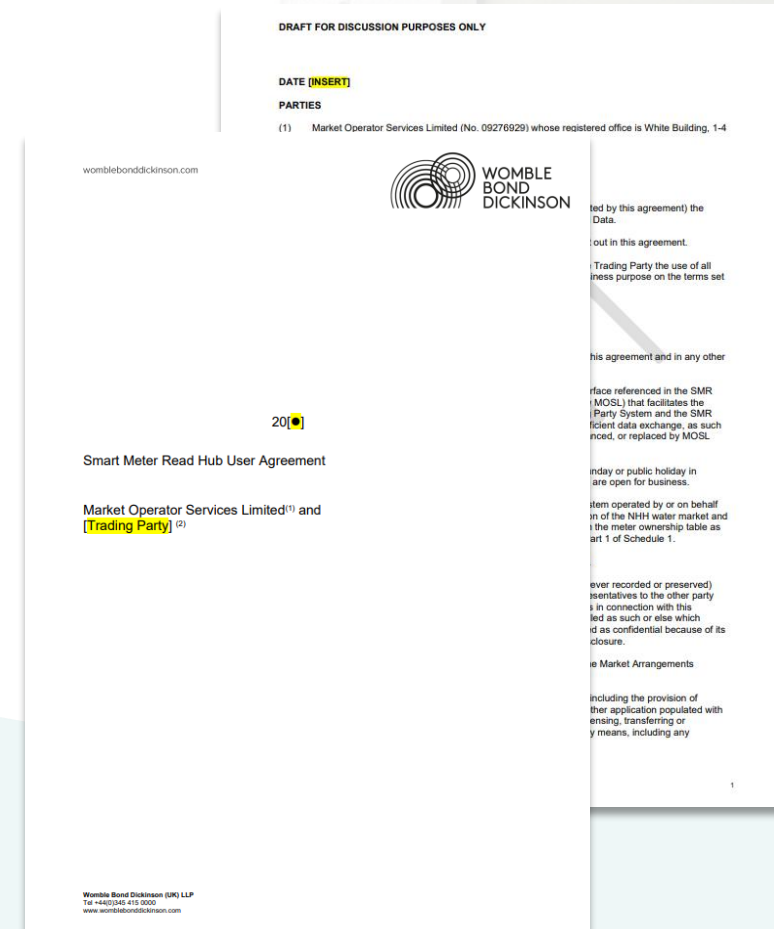
# Why we need an Interim User Agreement

- To ensure data protection and confidentiality provisions when sharing data during the pilot
- These protections are currently included in individual agreements between trading parties
- Aim is to have one, simplified agreement to cover all data sharing via the Hub during the pilot phase
- **Seeking to ensure the User Agreement allows you to do everything you want and need to do now**
- The User Agreement does not impact the Codes (but shouldn't contradict them)
- MOSL will not have any involvement in commercial arrangements between Wholesalers and Retailers.



# Interim User Agreement consultation

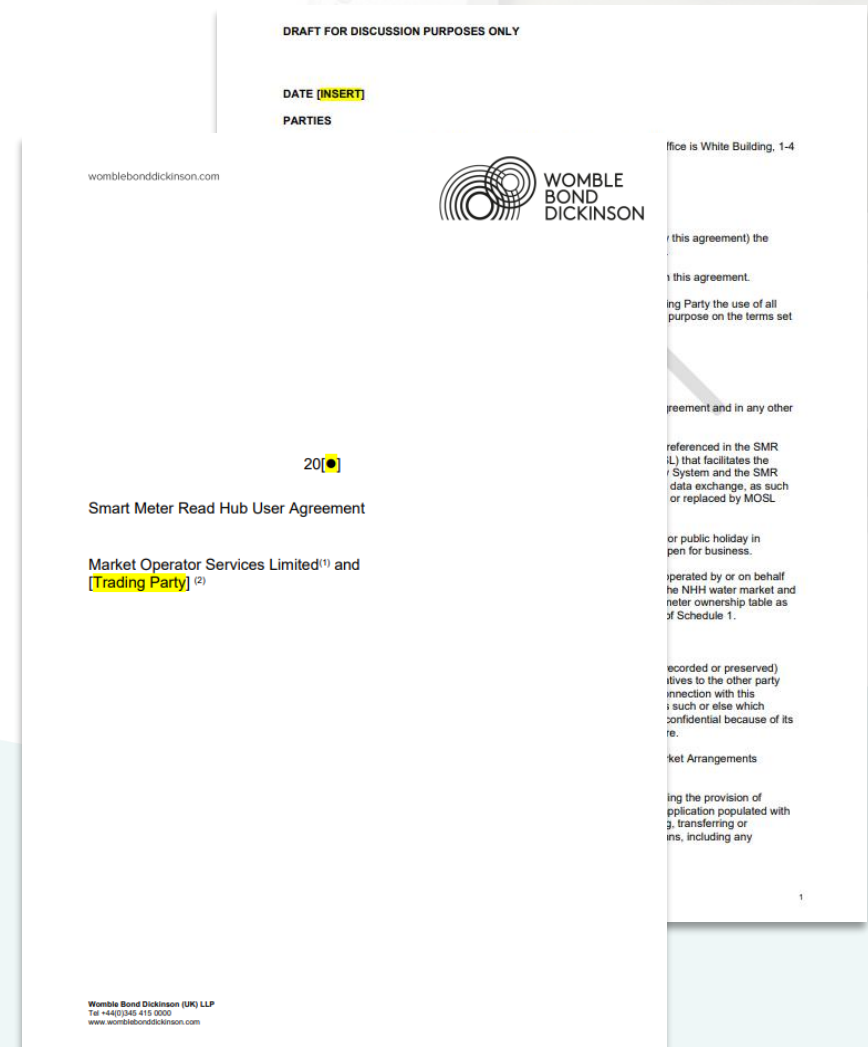
- Consultation on draft User Agreement ran from 20 November – 5 December
- 9 wholesalers and 12 retailers responded, of which 8 (4 wholesalers and 4 retailers) were broadly supportive
- Updated User Agreement will be simplified
- Wider Code-related feedback primarily relates to our code obligations as Market Operator and questions over ownership of rights in data— which will also be fed into the Working Group for Phase 2.



# Interim User Agreement

Our approach today:

1. Recap the key principles of the Interim User Agreement
2. Run through key feedback themes and our response to each
3. Explain next steps



---

# Key principles

## Interim arrangement

- The proposed User Agreement is an **interim measure** only
- Provides **comfort to trading parties that wish to use the Hub during the 9-month 'pilot' period**, before its use is code mandated
- Seeks to **complement the Codes**, whilst **recognising the Hub contains more granular data**
- Automatically terminate on the implementation of the relevant code change

---

# Key principles

## Interim arrangement

- The proposed User Agreement is an **interim measure** only
- Provides **comfort to trading parties that wish to use the Hub during the 9-month 'pilot' period**, before its use is code mandated
- **Recognises that the Hub contains more granular data**
- Automatically terminate on the implementation of the relevant code change

## Alignment with existing codes and UK-GDPR

- The User Agreement aims to **complement the existing Codes**
- The Codes already recognise that some business customers may be sole traders and their data will be personal data
- The **User Agreement therefore needs to comply with UK-GDPR**, recognising the respective roles of wholesalers, retailers and MOSL and ensure the data is treated as commercially confidential

# Key principles

## Interim arrangement

- The proposed User Agreement is an **interim measure** only
- Provides **comfort to trading parties that wish to use the Hub during the 9-month 'pilot' period**, before its use is code mandated
- Seeks to **complement the Codes**, whilst **recognising the Hub contains more granular data**
- Automatically terminate on the implementation of the relevant code change

## Alignment with existing codes and UK-GDPR

- The User Agreement aims to **complement the existing Codes**
- The Codes already recognise that some business customers may be sole traders and their data will be personal data
- The **User Agreement therefore needs to comply with UK-GDPR**, recognising the respective roles of wholesalers, retailers and MOSL and ensure the data is treated as commercially confidential

## Reassure wholesalers, and satisfy retailer requirements

- Wholesalers hold customers' smart meter read data on their own systems
- The User Agreement aims to **provide reassurance that the data will be held securely by MOSL and retailers, and used for the appropriate purposes during this pilot phase**
- Any **existing commercial agreements** won't be impacted by the User Agreement i.e. if a retailer has paid for 15 minute read data

---

# Five key feedback themes

Data protection inc MOSL  
role as 'data controller'

Intellectual property rights

Licence provisions

Warranties

Security



# Five key feedback themes

Data protection inc MOSL  
role as 'data controller'

Intellectual property rights

Licence provisions

Warranties

Security

MOSL position unchanged

MOSL to update wording



# Background: Different legal regimes

**Data  
Protection**



**Intellectual  
Property**

# Theme 1: Data protection & MOSL's role as 'data controller'

## Feedback summary:

Several respondents felt **MOSL should not be a 'data controller' and should be a 'data processor'** instead.

This is on the basis that MOSL would act only on behalf of trading parties, has no autonomy and must follow TP instructions at all times.

# Theme 1: Data protection & MOSL's role as 'data controller'

## What the codes currently say

### Section 15.2 of the MAC:

#### **15.2 Roles and Responsibilities**

- 15.2.1 The Market Operator is a Data Controller of any Market Personal Data.
- 15.2.2 Each Trading Party is also a Data Controller of any Market Personal Data that is:
- a) uploaded by that Trading Party to Market Operator Systems; and/or
  - b) accessed by that Trading Party; and/or
  - c) also held on that Trading Party's systems.
- 15.2.3 It is the responsibility of each Party to ensure that its processing of Market Personal Data complies with Data Protection Laws and this Market Arrangements Code.
-

# Theme 1: Data protection & MOSL's role as 'data controller'

## Feedback summary:

Several respondents felt **MOSL should not be a 'data controller' and should be a 'data processor'** instead.

This is on the basis that MOSL would act only on behalf of trading parties, has no autonomy and must follow TP instructions at all times.

## MOSL reflections

- MOSL is a 'data controller' under the existing Codes
- 'Data controller' is a legally defined term and does not equate to ownership of intellectual property rights in data
- **Each trading party is a data controller** for the data it uploads, accesses/downloads or stores
- MOSL could not perform its function as market operator as a 'data processor' – this would require it to be acting solely on instructions of a data controller

## MOSL actions

- Current wording is appropriate as per the Codes and MOSL sought external legal advice to confirm its role as data controller remains correct under UK-GDPR
- Ensure agreement remains compliant.

## Theme 2: Intellectual Property (IP) rights

### Feedback summary:

1. MOSL perceived as having IP ownership or excessive rights over market data
2. Unclear whether Trading Parties have full rights over NHH data.
3. Need clarification that TPs retain IP in their data and outputs or analytics from it
4. Clearer alignment needed with Codes that data relates to customers, with TPs and MOSL using it only for their respective roles
5. Concern drafting could constrain product development, analytics or innovation

## Theme 2: Intellectual Property (IP) rights

### What the codes currently say

#### Section 11.2.5 of the MAC:

- All Intellectual Property (IP) rights in the data submitted to the Market Operator shall remain the property of the party to which that data relates
  - All IP rights in the data and/or any database **created** by the Market Operator, or its subcontractors, shall be the property of the Market Operator
-

## Theme 2: Intellectual Property (IP) rights

### Feedback summary:

1. MOSL perceived as having IP ownership or excessive rights over market data
2. Unclear whether Trading Parties have full rights over NHH data.
3. Need clarification that TPs retain IP in their data and outputs or analytics from it
4. Clearer alignment needed with Codes that data relates to customers, with TPs and MOSL using it only for their respective roles
5. Concern drafting could constrain product development, analytics or innovation

### MOSL reflections

- No intention to assign IP rights to data submitted by the Trading Party into the Hub (the Trading Party Data) to any other party
- Trading Parties retain IP rights in their data, in line with the Codes, and can be used without restrictions.
- MOSL's ownership of new IP rights in data/databases is limited to those created in the Hub and excludes the Trading Party Data - new definition of 'SMR Hub Data'.
- Trading parties can use, modify and create derivative works from the SMR Hub Data and use it for the "Permitted Use".

### MOSL actions

- Ensure wording reflects the points above
- Include clearer Permitted Use rights for trading parties
- Re-emphasise rights to share the data with customers and authorised third parties (ensuring UK-GDPR compliance)

## Theme 3: Licence provisions

### Feedback summary:

- Concerns about restricted scope of user licence to TPs
- "Permitted Use" use definition too narrow and Hub-focused;
- Limitations on data usage; manipulation and derivation of NHH data.
- Restrictions on TP use could impact legitimate operational, regulatory and customer-facing activities.
- MOSL licence seen as too broad, implying potential for MOSL to commercialise data
- Concerns that restrictions on AI/machine learning could impact on innovation.

## Theme 3: Licence provisions

### Feedback summary:

- Concerns about restricted scope of user licence to TPs
- "Permitted Use" use definition too narrow and Hub-focused;
- Limitations on data usage; manipulation and derivation of NHH data.
- Restrictions on TP use could impact legitimate operational, regulatory and customer-facing activities.
- MOSL licence seen as too broad, implying potential for MOSL to commercialise data.
- Concerns that restrictions on AI/machine learning could impact on innovation.

### MOSL reflections

- The Codes only apply to meter reads that are submitted to CMOS
- The licence and restrictions aim to provide assurance to wholesalers submitting data outside of the Codes and ensure secure and compliant handing of data during the pilot
- With respect to MOSL's role and functions, the Agreement does not override the Codes
- Trading Parties can share data from the Hub with customers and authorised third parties
- MOSL licence is limited, operational and Code-aligned.

### MOSL actions

- Clarify Market Operator & Trading Party data rights
- Remove unintended restrictions
- Clarify and broaden Permitted Use (billing, customer service, sharing, analytics, etc.)
- Confirm MOSL will only use data for Code-aligned purposes and cannot commercialise data without Code change.

## Theme 4: Warranties

### Feedback summary:

1. Clause 15.4 on MOSL warranties too broad and reads as MOSL disclaiming responsibility for the Hub
  2. Wording suggests the Hub may not be reliable, secure, fit for purpose or timely
  3. No clear commitment to reasonable service levels or assurances regarding availability and maintenance
-

# Theme 4: Warranties

## Feedback summary:

1. Clause 15.4 on MOSL warranties too broad and reads as MOSL disclaiming responsibility for the Hub
2. Wording suggests the Hub may not be reliable, secure, fit for purpose or timely
3. No clear commitment to reasonable service levels or assurances regarding availability and maintenance

## MOSL reflections

- The intention was not to disclaim responsibility for the Hub but to avoid MOSL warranting the accuracy of Trading Party data, which TPs generate
- MOSL will not modify the substance of data received, only perform validation checks and error handling
- MOSL does not propose to introduce SLAs guaranteeing availability of hub during the pilot phase but will assure 24/7 availability and operation during Business Hours

## MOSL actions

- Make warranties clearer
- Confirm MOSL *does* warrant secure operation of the Hub, as it does with CMOS and the Bilateral Hub
- Strengthen the link between the warranties and the detailed security controls in Schedule 3
- Clarify how maintenance and releases will be managed as well as planned and unplanned maintenance

---

# Theme 5: Security

## Feedback summary

1. Overall concern that Clause 10 did not provide enough detail about how the Hub and NHH data would be secured.
  2. The drafting did not explicitly reference encryption in transit, data segregation or ongoing assurance (e.g. penetration, testing, vulnerability management).
  3. MOSL seems to have unrestricted rights to change security features without notice or consultation.
-

# Theme 5: Security

## Feedback summary

1. Overall concern that Clause 10 did not provide enough detail about how the Hub and NHH data would be secured.
2. The drafting did not explicitly reference encryption in transit, data segregation or ongoing assurance (e.g. penetration, testing, vulnerability management).
3. MOSL seems to have unrestricted rights to change security features without notice or consultation.

## MOSL reflections

- Referencing between the high-level security clause and more detailed Schedule 3 can be made clearer
- We agree to give Trading Parties reasonable notice of any material changes to the Hub. We will act immediately where required by law or to address a security incident
- We cannot commit to a fixed response time during the pilot given the variability in nature, complexity and urgency

## MOSL actions

- Add high-level obligations to align with Schedule 3
- Improve cross-referencing between sections
- Clearer referencing to assurance activities, e.g. encryption in transit, data segregation, etc.
- Strengthen the obligation around giving reasonable notice for material changes

# Summary of MOSL actions

## Data Protection & MOSL as a 'data controller'

## Intellectual property rights

## Licence provisions

## Warranties

## Security

- Clarify that being a data controller does not equate to owning the IP rights in the data
- **Each trading party is a data controller** for the data it uploads, accesses/downloads or stores
- MOSL is a data controller under the existing Codes
- Clarify that MOSL owns the systems, databases and materials **created in the SMR Hub**, *not* trading party data
- **Trading parties retain IP rights in their data**
- Retailers can use, modify and create derivative works from the SMR Hub Data received from the SMR Hub and use it for the 'Permitted Use'
- **Clarify 'Permitted use'** for billing, settlement, customer service, consumption analysis, leakage detection, and other ancillary activities
- **Limit MOSL data licence** to cover operational, non-commercial and strictly Marker Operator-related activity
- **Clearly set out MOSL's responsibilities and assurances** in relation to the operation of the Hub during the pilot period
- Provide **clearer commitments** on access controls, encryption, segregation, monitoring and assurance.

# Agenda

Topic	Presenter	Approx
Welcome and overview	Sarah McMath, CEO	10 mins
Rationale, benefits & delivery update	Spencer Mattia, Programme Manager	5 mins
Data sharing before and after the Hub	Simon Powell, CIO	5 mins
Interim User Agreement <ul style="list-style-type: none"> <li>- Key principles</li> <li>- Key feedback themes &amp; responses</li> </ul>	Andrew Johnson, Head of Legal Raesa Afzal, Legal Counsel Charis Kumanda, Senior Paralegal	50 mins
<b>Questions</b>	<b>Sarah McMath</b>	<b>15 mins</b>
Next steps	Sarah McMath	5 mins
		90 mins



# Questions



STRATEGIC  
PANEL  
& Committees

## Next steps

- MOSL to update Interim User Agreement as discussed
- Updated draft: **Monday 9 February**
- Comments by: **Friday 20 February**
- Issue final version: **w/c Monday 9 March**
- Trading parties wishing to share data via the Hub during the pilot phase to sign and return the Agreement to MOSL.



Contact: [comms@mosl.co.uk](mailto:comms@mosl.co.uk)



# Thank you.

- **MOSL website**  
[Smart Meter Read Hub web pages](#), including meeting recordings, FAQ, etc (see 'Key documents').
- **Mailing list**  
To receive future updates about the Smart Meter Read Hub programme, please subscribe to the [metering mailing list](#), or update your existing selections.



**STRATEGIC  
PANEL**  
& Committees