

# NETWORK CODE ON CYBERSECURITY

## Collaboration with relevant Stakeholders

### Terms of Reference

Dated 20 July 2022

#### 1. Introduction

In accordance with Article 59 (9) of Regulation (EU) 2019/943 of 5 June 2019 on the internal market for electricity, the European Commission requested ENTSO-E to submit a proposal for a Network Code on Cybersecurity aspects of cross-border electricity flows, including rules on risk assessments, common minimum requirements, planning, monitoring, reporting and crisis management, and a clear definition of the roles and responsibilities of the different actors for each activity.

In its letter dated 23 July 2021, the European Commission requested ENTSO-E to submit the proposal for this Network Code on Cybersecurity (hereafter NCCS) by 14 January 2022. ENTSO-E was mandated to lead and coordinate the network code development process in close cooperation with the EU DSO entity.

On 14 January 2022, ENTSO-E and the EU DSO entity submitted their draft NCCS to ACER. NCCS includes several methodologies to be developed after its entry into force. To ensure timely and completion of these methodologies, ENTSO-E and the EU DSO entity seek to collaborate with and gather input from other relevant Stakeholders (hereafter “Stakeholders”).

#### 2. Scope and objectives

The Stakeholders shall support and advise ENTSO-E, EU DSO entity and the NCCS Project Team during the technical discussions. The NCCS Project Team consists of the following five sub-groups with experts from both ENTSO-E and EU DSO entity: General and Regulatory Aspects, Sharing of Technical Information, Certification, Supply Chain Security, Cross Border Cyber Risk Management, and Functional Security Requirements. The NCCS Project Team will be responsible for drafting the NCCS methodologies and submitting them to ACER upon completion.

These Terms of Reference (hereafter “ToR”) shall apply to all Stakeholders that collaborate with ENTSO-E and the EU DSO entity in regards to the NCCS project.

#### 3. Objectives

The objectives of the collaboration amongst ENTSO-E, the EU DSO entity and Stakeholders are:

- to support the work of the NCCS Project Team and to render advise via workshops, brainstorming sessions and other informal channels;
- to serve as a platform for sharing views and feedback on the NCCS methodologies.

#### 4. Representation and principles

In order to allow constructive and active exchange on NCCS topics, the participation of Stakeholders shall be limited to the most relevant ones.

The collaboration shall be guided by the following principles:

- In order to participate in the collaboration, each Stakeholder shall submit a written expression of interest (motivation statement) and send it to [Daiga.dege@entsoe.eu](mailto:Daiga.dege@entsoe.eu). The statement shall clearly explain the respective Stakeholder's motivation as well as how it seeks to contribute to the development of the NCCS project;
- After receiving the motivation statement of one Stakeholder, ENTSO-E Secretariat will consult with the Project Manager of the NCCS Project Team.
- The Project Manager shall seek the advice from the NCCS Project Team before finally deciding on a Stakeholders participation.
- Each approved Stakeholder shall designate representatives and provide this information together with the background of the representatives in form of a CV to the ENTSO-E Secretariat ([Daiga.dege@entsoe.eu](mailto:Daiga.dege@entsoe.eu)).
- Each sub-group of the NCCS Project Teams is responsible for organising workshops with the relevant Stakeholders and setting agenda, place and time. Sub-group leaders shall align the proceedings with the ENTSO-E Secretariat before each workshop.
- ENTSO-E Secretariat is responsible to ensure close collaboration with the EU DSO entity.

#### 5. Roles, responsibilities and working arrangements

Each Stakeholders commits to:

- ensure high quality and consistency of their work through regular and active participation in the workshops/meetings with ENTSO-E and EU DSO entity;
- present issues and concerns at an early stage to the NCCS Project Team, in particular if they may be detrimental to the NCCS implementation;
- provide any deliverable on time if volunteered to or signed up for;
- support and advise the NCCS Project Team members to the best of their ability.

Any approach and deliverable should be aligned with the ENTSO-E Secretariat as the main provider of administrative services to the NCCS Project Team.

The NCCS Project Team commits to:

- to collaborate and hold the meetings with all Stakeholders in a neutral way;
- work in close collaboration with all Stakeholders;
- prepare meeting minutes after each workshop/meeting with the relevant Stakeholders and share them with the rest of the team.

## 6. Representation

- All Stakeholders shall have sufficient resources to actively contribute to the NCCS development;
- ENTSO-E, in consultation with the EU DSO entity, shall decide on the admission of new relevant Stakeholders to collaborate with;
- if representation has not been granted, ENTSO-E shall inform the concerned Stakeholder about the decision.

## 7. Budget and financial arrangements

Each Stakeholder bears its own costs (e.g. travelling costs, communications) that incur in the context of its collaboration on the NCCS and the respective methodologies.

## 8. IPR, Data Protection and Confidentiality

The Stakeholders shall not disclose, provide or transfer to third parties any information collected in the context of their activities and/or while collaborating with ENTSO-E, the EU DSO entity and/or the NCCS Project Team without the written consent of the member(s) that disclosed the respective information (Confidential Information).

The Stakeholders shall not use any Confidential Information for any other purpose than stated within the scope and the objectives of the ToR (hereafter the “**Assignment**”) and only to the extent necessary to do so and for the term they have been entitled to and will not make any reference to the Confidential Information or their Assignment in any technical, commercial or other publication or presentation.

The Stakeholders undertake to promptly stop using the Confidential Information and destroy or return to the disclosing party(ies) all documents and other material in their possession, custody or control which bear or incorporate Confidential Information upon termination of their Assignment.

The following information shall not be deemed as Confidential Information:

- Information accessible to public;
- Information obtained from a third party, which is not subject to any restrictions regarding the disclosure of information;
- Information that cannot be treated as confidential according to the legislation in force;

- Information described in writing as non-confidential by the other Party.

Data and information created by the NCCS Project Team, shall be considered as the Confidential Information of ENTSO-E and the EU DSO entity, unless agreed otherwise.

Stakeholders grant ENTSO-E a non-exclusive, unlimited, royalty-free, irrevocable license to use and sublicense any intellectual property rights in any deliverables of the collaboration between NCCS Project Team and the relevant Stakeholders.

The Stakeholders shall process personal data collected in the context of NCCS Project activities in compliance with the GDPR and in accordance with the [personal data protection policies](#).

## **9. Term**

Subject to article 8, which remains in force throughout the entire period of the collaboration between a Stakeholder and ENTSO-E and/or the EU DSO entity and for five (5) years after the reception of relevant data or information, the ToR shall be valid until the end of transitional period, according to Article 50 of the NCCS, or the establishment of the Cybersecurity Risk Working Group, whichever occurs first.