



## Field data access rights V1.0

*Deliverable D2.3*

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## EXECUTIVE SUMMARY

This report presents the rules to manage the flow of data necessary for the management and the control of the project, taking into consideration the issue of the confidentiality for the DSO network data.

In order to successfully develop the Project, the partners exchange data and information between them. All not publicly available data and information exchanged in connection with the Project shall be subject to confidentiality as specified under Articles 9 and 10 of the InterFlex Consortium Agreement.

Only data and information that are related to the Project and that are non-sensitive between them from a competition point of view will be exchanged.

Moreover, Detailed System Data shall not be communicated between all Parties of this Project but may only be exchanged between Distribution System Operators (DSOs), due to the fact the access to Detailed System Data is legally restricted by the European Union and/or domestic laws.

In order to properly manage access rights within the consortium, internal rules have been defined regarding different types of data.

The document is structured in four main chapters:

1. **Introduction:** this section presents the scope of the document and precise the EU expectations for the InterFlex project
2. **Access rights within the InterFlex project:** this section details the access rights within the InterFlex project during the time of project and for exploitation
3. **Non-disclosure of information and exchange of data:** this section defines the rules to apply regarding the exchange of the project data
4. **Data storage:** This section details how the data (physical and virtual) are stored

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## 1. INTRODUCTION & PROJECT BACKGROUND

### 1.1. Scope of the document

This report presents the data management life cycle for the data to be collected, processed and/or generated by the InterFlex project.

### 1.2. Notations, abbreviations and acronyms

The table below provides an overview of the notations, abbreviations and acronyms used in the document.

Table 1: List of acronyms

CA	Consortium Agreement
TRL	Technology Readiness Level
DSM	Demand Side Management
GHG	Green House Gas
LCE	Low Carbon Energy

### 1.3. EU Expectations from InterFlex

InterFlex is a response to the Horizon 2020 Call for proposals LCE-02-2016 (“Demonstration of smart grid, storage and system integration technologies with increasing share of renewables: distribution system”).

This Call addresses the challenges of the distribution system operators in modernizing their systems and business models in order to be able to support the integration of distributed renewable energy sources into the energy mix. Within this context, the LCE-02-2016 Call promotes the development of technologies with a high TRL (technology readiness level) into a higher one.

InterFlex explores pathways to adapt and modernize the electric distribution system in line with the objectives of the 2020 and 2030 climate-energy packages of the European Commission. Six demonstration projects are conducted in five EU Member States (Czech Republic, France, Germany, The Netherlands and Sweden) in order to provide deep insights into the market and development potential of the orientations that were given by the call for proposals, i.e., demand-response, smart grid, storage and energy system integration.

With Enedis as the global coordinator and ČEZ Distribuce as the technical director, InterFlex relies on a set of innovative use cases.

Six industry-scale demonstrators are being set up in the participating European countries: Through the different demonstration projects, InterFlex will assess how the integration of the new solutions can lead to a local energy optimisation. Technically speaking, the success of these demonstrations requires that some of the new solutions, which are today at TRLs 5-7, are further developed reaching TRLs 7-9 to be deployed in real-life conditions. This allows

new business models and contractual relationships to be evaluated between the DSOs and the market players.

**Environment:** Through the optimisation of the local energy system, the project generates benefits in terms of increased energy efficiency (load shifts to off peak hours; optimized self-consumption in case of prosumers, increased awareness leading to active DSM and reduced electricity consumption), power generation optimization (peak shaving, avoiding electricity generation from carbonized peak load generation units) and increased share of renewables (optimized integration of intermittent renewable energy sources), resulting in the overall reduction of GHG emissions.

**Socio-economic:** The project stimulates the development of new services for end-customers allowing for instance the development of demand response service packages for small and large consumers as well as prosumers. The provision of community storage solutions or the optimal use of multiple source flexibilities should help to decrease the electricity bill without any noticeable impact on the supply quality.

**Policy:** The Use cases of the project will help to

- Formulate recommendations for micro grid operation (control schemes and observability),
- Elaborate an appropriate regulatory framework for self- consumption and storage solutions (community or individual residential storage)
- Provide guidelines on the participation of distributed resources in DSO operations (modifications of grid codes).

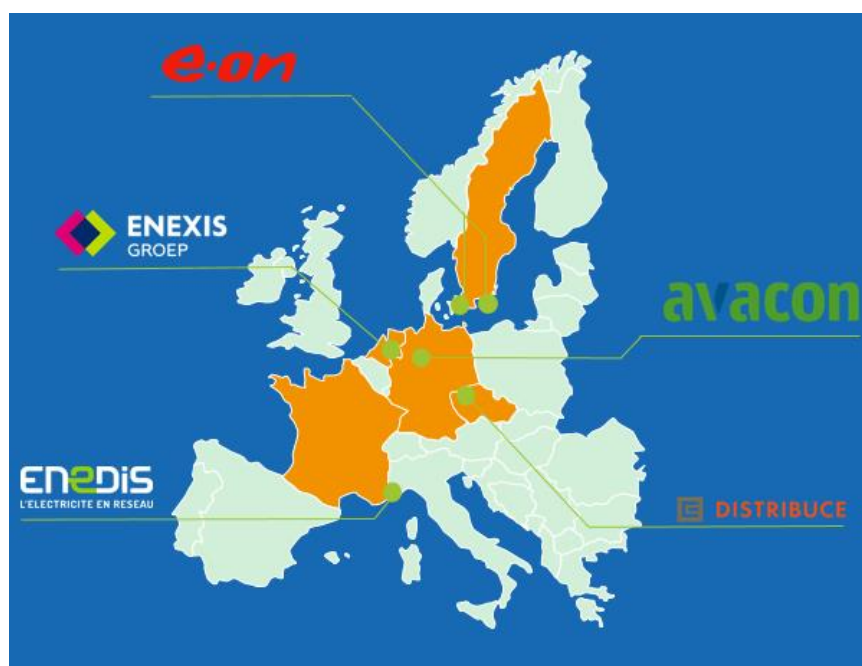


Figure 1: InterFlex Demo Map

## 2. ACCESS RIGHTS WITHIN THE INTERFLEX PROJECT

### 2.1. General Access Rights

The Article 9 of the Consortium Agreement (CA) signed by all 20 project members defines the general Access Rights which apply within the Consortium.

“9.2.1 Each Party shall not use, as part of a deliverable or in the design of such deliverable or in any information supplied hereunder or under the Grant Agreement, any proprietary rights of a third party for which such Party has not acquired the right to grant licences and user rights to the other Parties in accordance with the Grant Agreement and this Consortium Agreement. In addition to the obligations pursuant to the Grant Agreement, each Party shall, to the fullest extent it can lawfully do so, ensure that it can grant Access Rights and fulfil the obligations under the Grant Agreement and this Consortium Agreement notwithstanding any rights of its employees or Subcontractors in the Results or Sideground they create. Therefore, each Party shall implement its tasks in accordance with the Consortium Plan and shall bear sole responsibility for ensuring that its acts within the Project do not infringe third party property rights.

9.2.2 Any Access Rights granted expressly exclude any rights to sublicense to third parties other than Affiliated Entities of the licensee or unless expressly stated otherwise in this Consortium Agreement. As provided in Article 25.2 of the Grant Agreement all Parties shall inform the

Consortium as soon as possible of any limitation to the granting of Access Rights as set forth under the Grant Agreement or this Consortium Agreement or of any other restriction which might substantially affect the granting of Access Rights (e.g. the use of open source software or other third party material in the Project). No Party will be under any obligation to accept from another Party for use or otherwise any third party material or open source software hereunder or under the Grant Agreement. Third party materials as used herein shall include, without limitation, code downloaded from the internet, whether or not it contains a copyright notice.

9.2.3 Access Rights shall be free of any administrative transfer costs.

9.2.4 Access Rights are granted worldwide on a non-exclusive basis provided that it is not communicated or given access to the competitors of the contributor, if not otherwise agreed in writing by the Parties concerned.

9.2.5 Results and Background shall be used only for the purposes for which Access Rights to it have been granted.

9.2.6 All requests for Access Rights shall be made in writing.

The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

9.2.7 The requesting Party must show that the Access Rights are needed, if not otherwise agreed in writing by the Parties concerned.”



## 2.2. Access Rights for the scope and duration of the Project

The Consortium Agreement specifies that “Party under the Project are hereby requested and (in accordance with the requirements of the Grant Agreement) shall be deemed granted as of the date of the Grant Agreement entering into force for the duration of the Project on a royalty-free basis, unless otherwise agreed for Background in Attachments 2” of the Consortium Agreement.

## 2.3. Access Rights for exploitation

The Article 9.4 of the CA describes more specifically the access rights for exploitation, during and after the end of the InterFlex Project.

“9.4.1 Notwithstanding what has been defined in article 8.2 an article 9 [ ], Access Rights to Results if Needed for commercial exploitation of a Party's own Results shall be granted provided payment of royalties fees. A third party shall not be granted direct Access Rights to Results generated by other Parties unless those Parties explicitly agree to it in writing.

9.4.2 Unless otherwise agreed in Attachments 2, Access Rights to Results for internal research activities (including education, training and internal demonstration activities) are hereby requested and (in accordance with the requirements of the Grant Agreement) shall be deemed granted as of the date of the Grant Agreement entering into force on a royalty-free basis. These Access Rights expressly exclude any commercial use of the Results.

9.4.3 Access Rights to Background if Needed for Exploitation of a Party's own Results, shall be granted on Fair and Reasonable conditions and upon written agreement to be signed by the concerned Parties.

9.4.4 A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Section 9.7.2.1.2, after the termination of the requesting Party's participation in the Project.”

## 2.4. Protection of acronym of the Project and filing of a domain name InterFlex

If at some stage of the Project the Parties suspect that the name/acronym of the Project (InterFlex) may acquire substantial commercial value, they shall consider the possibility registering it as a trademark for the relevant product/services. To such purpose, the Party seeking such protection shall effect comprehensive trademark searches in order to possibly change to a different name/acronym/logo for trademark reasons, where the name/acronym/logo of their Project is identical or close to a trademark registered by a third party for goods and/or services in the same class. Furthermore, the Parties shall also explicitly agree in writing on clear rules regarding the use of this trademark by the Parties, including after the end of the Project; so that the Parties are bound to make whatever arrangements are necessary to ensure that all of them will be able to continue using the Project name, acronym or logo after the expiration of the Grant Agreement and this Consortium Agreement.

The Parties may agree in writing, by means of a specific contract, that the Project Coordinator shall be in charge of proceeding, in its own name, with the filing of the acronym for the Project as a trademark as well of a corresponding domain name. The Parties may agree on the extent of the protection sought.

### 3. NON-DISCLOSURE OF INFORMATION AND EXCHANGE OF DATA

#### 3.1. Non-disclosure of information

As specified in the Article 10 of the Consortium Agreement, each Party agrees to keep confidential and to ensure that it's Confidential Representatives as defined below keep confidential the terms of this Consortium Agreement as well as the Confidential Information as defined below.

**“Confidential Representatives”** mean its Affiliates, employees, officers, directors, consultants, advisors, subcontractors and third parties that are identified in the Grant Agreement according to article 23(5) of the Rules.

All and any information, including commercial and technical information, know-how, drawings and data analyses, compilations, materials, studies and documents which will be provided in words, in writing, in electronic format or in whatever other manner to a Party (the **“Receiving Party”**) or any of its Confidential Representatives and which has been explicitly marked as « confidential » at the time of disclosure, by or on behalf of the other Party (the **“Disclosing Party”**) or any of its Confidential Representatives, are collectively referred to hereinafter as the **“Confidential Information”**.

#### 3.2. Exchange of data

In order to successfully develop the Project, the partners exchange data and information between them. All not publicly available data and information exchanged in connection with the Project shall be subject to confidentiality as specified under Article 10.2 of the Consortium Agreement.

Only data and information that are related to the Project and that are non-sensitive between them from a competition point of view will be exchanged.

Moreover, Detailed System Data shall not be communicated between all Parties of this Consortium Agreement but may only be exchanged between Distribution System Operators (DSOs), due to the fact the access to Detailed System Data is legally restricted by the European Union and/or domestic laws. As a result, DSOs may only communicate Detailed.

In order to manage properly access rights within the consortium, internal rules have been defined regarding different types of data.

For more information about data management, please see the project's deliverable D2.4 Data Management Plan.

## 3.2.1. Demo local data

**Demo local data****Data concerned**

- Internal documents
- Electrical parameter
- Forecast data
- Device state and outputs and information exchanged between facilities
- Customer analysis (profile analysis, studies on client reactivity...)

**Characteristics**

- Data used to run Demo on daily basis
- Data are with low added value outside source Demo, as Demos are running separately without overlap

**Rules to be applied**

- Data should stay at Demo level and be used only by Demo partners for the achievement of their activity
- If another partner outside Demo needs these data, a written explanation should be provided about the way he is going to use the data (Agreement form)
  - > Sample data in an anonymous format can be sent only for illustration
  - > Providing aggregated data should be the rule
- A global description will be integrated inside deliverable

## 3.2.2. Project financial data

**Project financial data****Data concerned**

- Invoice
- Time imputation
- Cost price
- Company internal financial documents

**Characteristics**

- Data can be at different levels of details
- Detailed data (cost by unit) are extremely sensitive
- Demos need to send financial data to Coordinator who will aggregates data to present a global cost of Demo and general expenses of each partner (for internal financial report) broken down to individual WPs

### **Rules to be applied**

- Detailed data should stay in partner's accounting system
- Data sent to Coordinator should be in the detailed level described in the form provided by Coordinator
- All data sent to Coordinator must be kept strictly confidential and must not be disseminated
- Coordinator aggregates data to present to the consortium
- Company internal financial information is not shared

### 3.2.3. Network data

#### Network data

##### **Data concerned**

- Network topology
- Network state

##### **Characteristics**

- Network topology GIS information and Network state are extremely confidential and sensitive
- Network state can be sensitive information as they can reveal grid's weakness and vulnerability

##### **Rules to be applied**

- Network topology with GIS information must not be shared except between DSOs
- If another partner needs network data, a written explanation should be provided about the way he is going to use the data (Agreement form)
  - > Data in an anonymous format : equivalent data without indication of location can be sent
  - > Providing aggregated data should be the rule

### 3.2.4. Demo Customer data

#### Demo Customer data

##### **Data concerned**

- Customer's meter data
- Customer's contract data

**Characteristics**

- All this data are strictly under personal data protection (European and local laws)
- Detailed identification data (address, phone number,...) are sensitive information and must be secured

**Rules to be applied**

- Customer's contract must never be sent
- As stated in laws :
  - > Customer must have an access to this data
  - > Data must be protected and traceability of the use must be made
  - > Data can't be disclosed to anyone without the full consent of customers on usage and access right
- All this information has to be clearly stated in the customer's contract that is signed to enter project
- in order to send information to other partners if the need is clearly established, these data have to be delivered in an anonymous format (equivalent data) or aggregated format
- The DSO must ensure to record these data in compliance with their national data protection regulations

## 3.2.5. Intellectual production and background

**Intellectual production and background****Data concerned**

- Algorithm formula, rule, specific model
- Detailed specification on facilities (IS or devices)

**Characteristics**

- This data can be owned by one or several owners
- Owner decides to whom access rights is given regarding his company rules

**Issue to be addressed**

The granting of access rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

Access rights to foreground shall be granted to the other beneficiaries, if it is needed to enable those beneficiaries, if it is needed to enable those beneficiaries to carry out their own work under the project

- Protected Backgrounds may be necessary to understand and use Foregrounds for implementation
- In some cases, the definition of intended purpose is not easy to build
- The level of details required is also difficult to establish

-

- The issue should be handled case by case in order to allow knowledge sharing without breaking confidentiality rules or endangering business positions

### 3.2.6. Solution costs and selling price

#### Solution costs and selling prices

##### **Data concerned**

- Corresponding company internal financial documents

##### **Characteristics**

- Selling prices and costs are part of commercially sensitive information

##### **Issue to be addressed**

- Selling prices and costs can only be exchanged between partners on a public tariff list basis
- Detailed cost and specific selling price with volume impact or negotiated basis can't be shared
- For economical evaluation, this information may be useful to calculate the future cost of scaling-up the foreground of the different DEMOs
- Company internal financial documents are not shared
- Therefore, a discussion should be engaged to share general idea on a solution cost and selling price

### 3.2.7. Key Performance Indicator

#### KPI

##### **Data concerned**

- All demo KPIs
- Common KPIs

##### **Characteristics**

- KPI values were created in order to be shared and published outside Interflex project
- KPI reflects the results of the demos and InterFlex Project and are one of the main tools of Technical Management
- For each KPI, level of dissemination has already been defined

**Issue to be addressed**

- Decision has been taken that only calculated values will be put inside data clearing house located on the Project Intranet. The data collection frequency and responsible for data collection are defined for each KPI in the deliverable D2.2 Minimal Set of KPI. Each responsible for WP KPI collection is the WPL which collects the different KPI in the database stored in the InterFlex Intranet, so the Technical Director can assess the project thanks to the KPI collection.

Data	Data ID	Methodology for data collection	Source/Tools/ Instruments for Data collection	Location of Data collection	Frequency of data collection	Minimum monitoring period	Data collection responsible
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## 3.2.8. Others

**Others****Data concerned**

- Scenario assumption
- Optimization value

**Characteristics**

- Scenario assumption and optimization value can be useful to understand how the results were reached in the different scenarios

**Issue to be addressed**

- Therefore, two different answers are given :
  - > some demos considered that sharing detailed data of scenario assumption or optimization value is acceptable if the need is strictly formulated
  - > The others will only give aggregated data to other partners

If new data is created during the project and access must be clarified: an e-mail must be sent to the project Coordinator for clarification.

## 4. DATA STORAGE

### 4.1. Physical information

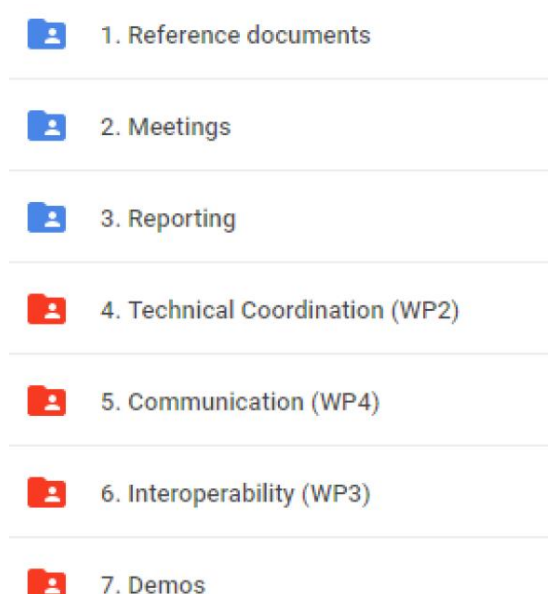
All physical and confidential information such as signed Consortium Agreement and financial information of the different Project Partners are locked up in the Project Coordinator's office.

### 4.2. Virtual information

In order to ensure efficient data sharing among the project partners, an intranet has been created using google Docs technology.

The intranet is used as a working tool for the sharing of documents related to InterFlex and will consist of a private area, accessible online to the project partners.

It allows the safe access to project information and reports, circulation of preparatory and internal work, on line exchanges and virtual communication tools such as shared Agenda, Instant Messaging etc.



*Figure 2 Overview of the Intranet folder organisation*

**Reference documents** include administrative documents (contact list), contractual documents (Grant Agreement, Consortium Agreement...), external communication elements, as well as all deliverables that have been signed-off and submitted to the EU.

**Meetings** gives access to meeting minutes, and meetings decks.

**Reporting** gives access to documents related to reporting: deliverables, financial, risk management

The other folders are destined to WP members and aim at facilitating collaboration. Deliverables ready for review and deliverables that have been submitted to the EC must be stored in the Google Drive. Partners are responsible for uploading their deliverables ready



for review in the dedicated file Project Coordination > Reporting > Deliverables > Deliverables ready for review.

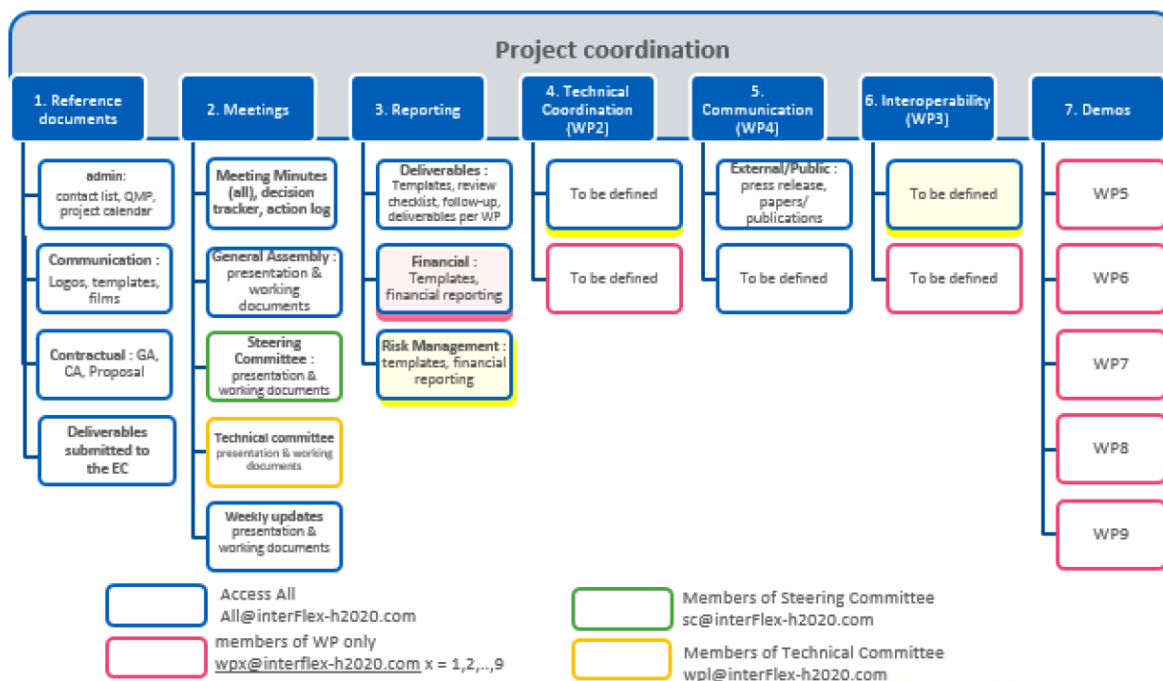


Figure 3: Tree view of the access rights of the Intranet

## 5. APPENDIX

### List of InterFlex Common KPIs

Interflex Project KPI	KPI ID	KPI TYPE	KPI Description
Flexibility	WP2.2_KPI_1	Technical	Flexible power that can be used for balancing specific grid segment.
Hosting capacity	WP2.2_KPI_2	Technical	Percentage increase of network hosting capacity for DER.
Islanding	WP2.2_KPI_3	Technical	Capacity of the energy system to switch to islanding whilst keeping the power quality requirement.
Customer recruitment	WP2.2_KPI_4	Social	Measure whether demos are managing to recruit enough customer bases in order to attain demo objectives.
Active participation	WP2.2_KPI_5	Social	Reflects how versatile the demos are in leveraging flexibility from different technologies.

## 6. REFERENCES

1. Grant Agreement number – 731289 - INTERFLEX – H2020-LCE-2016-2017/H2020-LCE-2016-SGS
2. Consortium Agreement
3. Deliverable D2.4 Data Plan Management
4. Deliverable D2.1 Minimal Set of KPIs

