

# **DATA CODE OF PRACTICE**

**Energy Market Authority of Singapore**

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**DATA CODE**

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# **1 INTRODUCTION**

## **1.1 PURPOSE OF THE CODE**

- 1.1.1 This Code establishes a comprehensive framework encompassing provisions, standards, and guidance for Licensees engaged in data exchange activities within Singapore's energy industry. It sets out various obligations, practices, and procedures that Licensees shall follow to facilitate secure, responsible, and efficient data sharing arrangements across the energy sector. The Code aims to address the changing data landscape and emerging data requirements in the energy industry, promoting effective data exchange practices that support digital transformation, operational efficiency, and sector-wide collaboration in response to evolving industry needs.
- 1.1.2 This Code also sets out the technical, procedural, and confidentiality requirements applicable to Licensees and other relevant stakeholders who seek access to, or integration with, the data sharing infrastructure administered by the Authority.

## **1.2 TO WHOM THIS CODE APPLIES**

- 1.2.1 Subject to section 1.2.2, this Code shall apply to any Licensee licensed by the Authority under section 9 of the Electricity Act 2001, section 7 of the Gas Act 2001 and section 10 of the District Cooling Act 2001.
- 1.2.2 A Licensee may be exempted from compliance with this Code in whole or in part by the Authority. A Licensee that has been so exempted shall not, subject to such conditions or restrictions as the Authority may specify, be required to comply with the provisions of this Code to the extent of such exemption or such conditions or restrictions, unless and until such exemption is revoked by the Authority.

## **1.3 DEFINITIONS**

- 1.3.1 In this Code, unless the context otherwise requires:

“Act” means the Electricity Act 2001, the Gas Act 2001 and the District Cooling Act 2001, as is applicable;

“authorised business” has the meaning ascribed to that term in the Licensee’s Licence;

“authorised personnel”, in relation to access to data, refers to employees or members within the Licensee’s organisation and third parties engaged by Licensee’s organisation who handle or process data and are therefore subject to this Code. These individuals must have been duly delegated or assigned the relevant powers, functions, or duties, including but not limited to the use, handling, or processing of data by the Licensee;

“Authority” means the Energy Market Authority of Singapore established under the Energy Market Authority of Singapore Act 2001;

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“business” means the activity of any organisation, whether or not carried on for purposes of gain, or conducted on a regular, repetitive or continuous basis, but does not include an individual acting in his personal or domestic capacity;

“Code” means this Data Code of Practice issued by the Authority under:

- (a) section 16 of the Electricity Act 2001;
- (b) section 62 of the Gas Act 2001; and
- (c) section 14 of the District Cooling Act 2001;

“control” in relation to control over any data, means having possession or custody of the data or a Licensee having the data in the possession or custody of some other person;

“data” means organised or unorganised units of information in digital or non-digital formats. Data is often collected, processed and analysed to produce information or for other purposes such as authentication. These include and are not limited to the following examples:

*Table 1.3 - 1: Types of data*

Type of Data	Examples
Structured Data	<ul style="list-style-type: none"><li>(a) Entity data (such as personal data and company data).</li><li>(b) Non-entity data (such as environment data).</li><li>(c) Organisational data (such as HR, finance, asset and procurement-related data).</li></ul>
Unstructured Data	<ul style="list-style-type: none"><li>a) Text-based and bitmap-based data (such as word processor documents, presentation slides, images, videos and audios).</li><li>b) Social media posts.</li></ul>

“data breach” means access to data from a system without knowledge or authorisation of system owner;

“data leak” means intentional or unintentional release of data to an untrusted environment or unauthorised person(s);

“data incident” means data security incident and personal data protection incident:

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i) “data security incident” refers to incidents related to exposing data, ranging from the compromise of classified or sensitive personal and/or entity data in an entity’s possession or under its control to unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks.

ii) “personal data protection incidents” refers to incidents that result from improper management of personal data by the entity, such as where a Licensee fails to comply with the notification, consent, purpose, limitation, access or correction obligations imposed in the Personal Data Protection Act 2012 (“PDPA”).

“entity” means a company or other incorporated or unincorporated body of persons;

“individual” in relation to person, mean a natural person, whether living or deceased;

“Licensee” means a person who is authorised by a Licence granted or issued by the Authority under section 9 of the Electricity Act 2001, section 7 of the Gas Act 2001 or section 10 of the District Cooling Act 2001 to carry out all or any of the licensed authorised business in the electricity, gas and district cooling sectors specified in the Licence;

“organisation” means any individual, company, association or body of persons, corporate or unincorporated, whether or not —

(a) formed or recognised under the law of Singapore; or

(b) resident, or having an office or a place of business, in Singapore;

“person” means any individual, corporation, partnership, registered business, sole proprietorship, trust, unincorporated organisation, institution, association, government authority or legal entity;

“personal data” adopts the same definition as the PDPA, which defines personal data as data, whether true or not, about an individual who can be identified —

(a) from the data; or

(b) from the data and other information to which the Licensee has or is likely to have access;

“relevant legislation” means the Act and the Energy Market Authority of Singapore Act 2001, and includes in each case the regulations made thereunder;

“share” in relation to data, means provision of access to data, regardless of methods, means and platforms of data transmission.

“third party” means any person, entity, organisation, or body corporate that is external to Licensees and/or is not subject to this Code.

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“use” in relation to data, means the treatment and handling of data within Licensees’ organisation;

### **1.4 INTERPRETATION**

- 1.4.1 Unless the context otherwise requires or the term is otherwise defined in this Code, all terms defined in the Act shall have the same meaning when used in this Code, and words and expressions used in this Code shall be construed as if the Interpretation Act 1965 is applied to them.
- 1.4.2 Headings are for convenience only and shall not affect the interpretation of this Code.
- 1.4.3 A reference in this Code to any statute, subsidiary legislation, proclamation, ordinance, bylaw, resolution, rule, order, supplements, gazette notification or directive includes all statutes, subsidiary legislation, proclamations, ordinances, by-laws or resolutions, rules, orders, supplements, gazette notifications or directives varying, consolidating, re-enacting, extending or replacing it.
- 1.4.4 A reference in this Code to a document or provision of a document includes a modification or supplement to, or replacement or novation of, that document or that provision of that document, as well as any exhibit, schedule, appendix or other annexure thereto.
- 1.4.5 A reference in this Code to a body, whether statutory or not, which ceases to exist or whose functions are transferred to another body, includes a reference to the body which replaces it or which substantially succeeds to its functions, powers or duties.
- 1.4.6 A reference in this Code to the word “including” or a grammatical variation thereof means “including but not limited to”.
- 1.4.7 A reference in this Code to the words “in writing” or a grammatical variation thereof includes any communications effected by facsimile transmission, e-mail or other means of communication.
- 1.4.8 Nothing in this Code shall be construed as affecting the obligation of a Licensee to comply with the provisions of relevant legislation or of its Licence and, in the event of an inconsistency between the provisions of relevant legislation or of its Licence and the provisions of this Code, the provisions of relevant legislation or of its Licence shall govern to the extent of the inconsistency.

### **1.5 RESPONSIBILITY AND LIABILITY OF LICENSEE**

- 1.5.1 A Licensee shall procure its directors, officers and other employees involved in the Licensee’s authorised business to observe and comply with the requirements of this Code. A Licensee shall ensure that its terms of employment with such persons involved in the Licensee’s authorised business contain provisions requiring them to observe and comply with the requirements of this Code.

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- 1.5.2 If any director, officer, salesperson or other employee of the Licensee, or any person referred to in section 1.5.1, does any act or refrains from doing any act that, if done or omitted to be done, as the case may be, by the Licensee would constitute a breach of this Code, such act or omission shall be deemed for the purposes of this Code to be the act or omission of the Licensee.

### **1.6 MODIFICATIONS TO THE CODE**

- 1.6.1 In furtherance of the authority contained in section 16(2) of the Electricity Act 2001, section 62(2) of the Gas Act 2001 and section 14(1) of the District Cooling Act 2001, the process by which this Code may be modified from time to time by the Authority shall be as follows:

- (a) Before making any modification to this Code, the Authority shall give notice to all Licensees and other persons likely to be affected by the proposed modification:
  - (i) stating that the Authority proposes to make a modification in the manner specified in the notice;
  - (ii) stating the reasons why the Authority proposes to make the modification, including whether the need for the modification was the subject of a prior representation made by a third party or a Licensee; and
  - (iii) specifying the period from the date of the giving of the notice (not being less than 28 calendar days) within which written representations with respect to the proposed modification may be made.
- (b) If no written representation is received by the Authority within the period specified in the notice referred to in section 1.6.1(a) or if all written representations made in response to such notice are subsequently withdrawn, the Authority may modify this Code as specified in such notice.
- (c) Where the Authority receives any written representation under section 1.6.1(a), the Authority shall, except to the extent that such representation is withdrawn, consider such representation and may:
  - (i) reject the representation;
  - (ii) modify the proposed modification in accordance with the representation; or
  - (iii) withdraw the proposed modification,

and the Authority shall, where section 1.6.1(c)(i) or 1.6.1(c)(ii) applies but subject to section 1.6.1(d), modify this Code accordingly.



- (d) The Authority shall, before modifying this Code, respond to all written representations received in respect of the modification, with reasons, and advise Licensees of the outcome of the Authority's deliberations in respect of the modification.
  - (e) A modification to this Code shall not come into force until such time as the Authority has complied with section 1.6.1(d) and 10 business days, or such longer period of time as may be specified by the Authority, have elapsed since the date on which the Authority published the modification as required by section 62(4) of the Act.
- 1.6.2 Nothing contained in section 1.6.1 shall prohibit any Licensee or any other party from notifying the Authority of suggested code changes.

### **1.7 COMING INTO FORCE**

- 1.7.1 This Code shall come into force on the day this Code is issued by the Authority.

## **2 GOVERNANCE PROVISIONS FOR DATA SHARED BY THE AUTHORITY**

### **2.1 PURPOSE AND DEFINITION OF THIS SECTION**

- 2.1.1 This section sets forth minimum governance provisions to which each Licensee shall conform in the conduct of its authorised business involving data furnished by the Authority. It sets out mandatory confidentiality obligations and data protection measures, stipulates compliance with standardised procedures and streamlined mechanisms, and ensures secure and efficient sharing of Authority provided data within the energy sector of Singapore.
- 2.1.2 “Data” in relation to the provisions contained in section 2 of this Code, unless the context otherwise requires or the term is otherwise defined, refers to data shared with or disclosed by the Authority to Licensees.

### **2.2 AUTHORISED PURPOSES FOR USE OF DATA**

- 2.2.1 Data shared with or disclosed by the Authority to Licensees shall be used solely for the stated purposes of performing functions authorised and/or under the direction of the Authority, including fulfilling regulatory requirements, conducting licensed authorised business activities, or for such other lawful purposes as authorised by the Authority. If Licensees wish to use the data for other purposes, such as onward sharing of data, Licensees must obtain the prior written approval of the Authority.

### **2.3 RESPONSIBILITY AND ACCOUNTABILITY OF LICENSEES**

- 2.3.1 Licensees shall bear full responsibility and accountability to:

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- (a) accurately interpret the data in accordance with its intended meaning and context; and
- (b) maintain confidentiality of the data; and
- (c) implement all reasonable safeguards and precautions in managing the data to prevent any unauthorised access, disclosure and/or use of the data; and
- (d) ensure proper handling, storing and protection of the data.

2.3.2 Licensees shall consult the Authority in circumstances where there is uncertainty regarding the contextual interpretation, meaning, or application of the data, to ensure accurate understanding and minimise the risk of misinterpretation that may lead to erroneous conclusions or inappropriate usage.

### **2.4 SECURITY SAFEGUARDS AND ACCESS CONTROLS**

2.4.1 Licensees shall put in place necessary and relevant data security and protection safeguards. Such safeguards may include but are not limited to the following examples:

- (a) organisational data handling policies;
- (b) necessary security software and hardware;
- (c) password-protect and encryption when onward sharing data;
- (d) secure communication of passwords through separate channels when onward-sharing data;
- (e) adoption of data file integrity verification measures such as digital signature with cryptographic hash capabilities;
- (f) maintaining an updated list of authorised personnel who have access to the data.

2.4.2 Licensees must ensure that the data and any derived statistics, analyses, or information obtained therefrom are accessible only to authorised personnel and shall not be disclosed, transferred, or shared with any third party without the prior written approval of the Authority, except where such disclosure is expressly authorised or required by any written law or court order.

2.4.3 Licensees shall acknowledge and agree that the data shared shall be accessed strictly on a 'need-to-know' basis and such access shall be limited exclusively to authorised personnel. Licensees shall implement and maintain robust internal process, including and not limited to, the following:

- (a) control and monitor access rights to data;
- (b) maintain an up-to-date record of all authorised personnel; and

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- (c) document any additions, removals, or modifications to the list of authorised personnel who have access to the data.

2.4.4 The Authority reserves the right to obtain, upon request, a complete list of all authorised personnel who have access to the data.

### **2.5 DATA RETENTION AND DISPOSAL**

2.5.1 Licensees shall regularly assess the necessity and relevance of the data for the purposes of performing functions authorised and/or under the direction of the Authority, including fulfilling regulatory requirements, conducting authorised business activities, or for such other lawful purposes as authorised by the Authority as specified in section 2.2.1. The data retention period shall be limited to the duration required for such purposes.

2.5.2 Licensees shall securely purge the data when it is no longer needed for the purposes specified in section 2.2.1 or when no longer relevant, even if the underlying purposes continue, whichever occurs earlier.

### **2.6 NOTIFICATION OF DATA BREACH OR INCIDENT**

2.6.1 Licensees shall notify the Authority, via touchpoints listed on the Authority's website, within 15 minutes upon becoming aware of any data breach of the foregoing obligations arising from Licensees' actions or omissions, and/or any data leak and/or data incident whatsoever. This includes but is not limited to the intentional or unintentional disclosure, release, or exposure of data to unauthorised persons or untrusted environments.

2.6.2 Upon such notification, Licensees shall take all reasonable measures to rectify the breach and/or data leak and/or data incident, including implementing any remedial measures as may be directed by the Authority.

### **2.7 LEGAL AND REGULATORY COMPLIANCE**

2.7.1 Licensees shall, in accordance with all relevant and applicable legislation:

- (a) Individual level – Comply fully and recognise that the data is covered under the Official Secrets Act 1935 (OSA);
- (b) Organisational level – Comply fully with all data protection provisions set out in the Personal Data Protection Act 2012 ("PDPA"); and
- (c) General Compliance – Comply with any other relevant data protection laws and subsidiary legislation, whether at an individual or organisational level as applicable, made thereunder, to the extent that such provisions are applicable to the data and the Licensees' processing activities in relation thereto.

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