

(By email)

Our reference: MGLA310723-3163

28 September 2023

Dear

Thank you for your request for information which the Greater London Authority (GLA) received on 31 July 2023. Your request has been considered under the Freedom of Information Act (FoI) 2000.

You requested:

1. A copy of the completed application for the Sustainable Warmth competition submitted by the GLA/the Warmer Homes Scheme (including 'Annex A – Completing the Application Form')
2. A copy of the completed Memorandum of Understanding that the GLA/the Warmer Homes Scheme made in relation to the Sustainable Warmth competition;
3. A copy of each the monthly progress reports that the Warmer Home Scheme submitted to BEIS against Key Performance Indicators;
4. A copy of the risk assessment carried out by the GLA/Warmer Homes Scheme with regard to its duties under the Equality Act 2010 together with a copy of respective outcomes.
5. A spreadsheet to show the following information with respect to each Warmer Homes Scheme application:
 - Submission date
 - Local Authority for the property
 - Building type (e.g. 4 bed detached)
 - Property construction (e.g. traditional)
 - Tenure-type (e.g. private rented)
 - Ethnicity
 - Applicant year of birth
 - LAD or HUG?
 - Path (i.e. A, B or C)
 - Any pre existing EPC rating (e.g. D, E, F, G)
 - RdSAP/SAP/EPR rating (e.g. D, E, F, G)
 - Measure Type (e.g. external wall insulation, air source heat pump...)
 - Cost saving forecast
 - Offer to applicant - value

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- Offer to applicant - date
- EPC rating at offer/award date
- Offer accepted or declined by applicant

Our response to your request is as follows:

Please find attached the information the GLA holds within the scope of your request.

1. A copy of the completed application* for the Sustainable Warmth competition submitted by the GLA/the Warmer Homes Scheme (including 'Annex A – Completing the Application Form')
2. A copy of the completed Memorandum of Understanding that the GLA/the Warmer Homes Scheme made in relation to the Sustainable Warmth competition
3. A copy of each the monthly progress reports that the Warmer Home Scheme submitted to BEIS against Key Performance Indicators*.
4. Equality considerations are detailed under Mayoral Decision 3010: [MD3010 Warmer Homes 3 and Warmer Homes Advice Service | London City Hall](#)
5. Spreadsheet of scheme data**

Please note that some names of members of staff are exempt from disclosure under s.40 (Personal information) of the Freedom of Information Act. This information could potentially identify specific employees and as such constitutes as personal data which is defined by Article 4(1) of the General Data Protection Regulation (GDPR) to mean any information relating to an identified or identifiable living individual. It is considered that disclosure of this information would contravene the first data protection principle under Article 5(1) of GDPR which states that Personal data must be processed lawfully, fairly and in a transparent manner in relation to the data subject.

* We consider that some of the information held within parts 1, 2 and 3 of your request is exempt from disclosure under section 43 (2) (Commercial interests) of the FOIA. This provides that information can be withheld from release if its disclosure would, or would be likely to, prejudice the commercial interests of any person, including those of the GLA.

A commercial interest relates to a person's ability to participate competitively in a commercial activity. The GLA is due to go out to tender again soon and the information on costs and staffing would be likely to be prejudicial to the bids that the GLA receives. If this information is known amongst bidders then there is a real likelihood that the GLA will receive inflated bids.

Section 43(2) constitutes a qualified exemption from our duty to disclose information under the FOIA and consideration has to be given as to whether the public interest favouring disclosure of the information covered by this exemption outweighs the public interest considerations favouring maintaining the exemption and withholding the information. In this instance we regard it not to be in the public interest to release information that would be likely to affect the ability for the GLA to achieve best value for the public purse.

**Please note that the GLA does not hold all of the data being requested.

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If you have any further questions relating to this matter, please contact me, quoting the reference MGLA310723-3163.

Yours sincerely

Information Governance Officer

If you are unhappy with the way the GLA has handled your request, you may complain using the GLA's FOI complaints and internal review procedure, available at:

<https://www.london.gov.uk/about-us/governance-and-spending/sharing-our-information/freedom-information>

Sustainable Warmth Competition Application Form

Section 1: Details of Local Authority

1A. Is this a consortium application?

No

1B. Name of Local Authority

Greater London Authority

1D. Has your LA, or every LA in your consortium, received funding under LAD Phase 1a or 1b?

Yes

1E. What region is the Lead LA located

South East

2. Name and role of the individual drafting this proposal

programme Manager - Energy

3. Email address of the individual drafting this proposal

london.gov.uk

4. Phone number of the individual drafting this proposal

Section 2: Declarations

Please affirm the following declarations

5. I have the express authority to fill out this application on behalf of Greater London Authority

Affirmed

6. Greater London Authority understands that, if successful, it will be expected to deliver the proposed project as outlined in this proposal

Affirmed

7. I have read the accompanying guidance document and other related documents for completing this proposal

Affirmed

8. To the best of my knowledge, this proposal is legally compliant with any commercial agreements it utilises

Affirmed

9. Greater London Authority understands that if successful they must comply with the BEIS reporting, monitoring and evaluation requirements.

Affirmed

10. To the best of my knowledge, this proposal is legally compliant with UK Subsidy Control

Affirmed

11. To the best of my knowledge the proposed project is compliant with the UK Public Contract Regulations 2015.

Affirmed

11. To the best of my knowledge the proposed project is compliant with the UK Public Contract Regulations 2015.

Affirmed

12. Greater London Authority confirms that all homes/upgrades included in this project are intended to fit wholly within the specifications outlined in the accompanying guidance document

Affirmed

13. Greater London Authority will take all reasonable steps to minimise the risk of fraud and to report any incidents of fraud immediately to BEIS

Affirmed

14. The LA will introduce controls designed to ensure that SW competition funding will not be blended with other government schemes such as ECO or SHDF Demonstrator for the upfront funding of the same individual measure (Affirm/Not Affirm).

Affirmed

15. The Local Authority will comply with GDPR and BEIS' requirements of a joint data sharing agreement and explicit consent to recontact households, landlords, and installers as part of the scheme evaluation when collecting and sharing this information.

Affirmed

16. Please provide an explanation if you have answered "Unaffirmed" to any of the above statements.

Section 3: Strategic Fit

17A. Please explain what low income eligibility criteria you will use, how you will target low income households, and how you will verify their eligibility.

We plan to target 3,205 low income households across all of London that would benefit from energy efficiency retrofit measures. There are almost 3.5m households in London, with 531,000 of these being fuel poor under the LILEE definition, and at least half of these are E-G rated. London also has around 590,000 households not connected to the gas mains, with an anticipated 107,000 of these being fuel poor. The GLA has an unparalleled reach across an entire region and we have typically had to close our own Warmer Homes programmes at various stages due to excessive applications.

To target these households, we will use the infrastructure built up through our Warmer Homes and Warmer Homes Advice Service programmes and the relationships we have with London boroughs and housing associations. Our approach will comprise of:

1) Targeted marketing (co-branded by boroughs and the GLA) at low income, low energy efficiency homes using fuel poverty data, details provided in our London Building Stock Model database and boroughs' local knowledge.

2) Building on the success of our Warmer Homes Advice Service, which has supported almost 10,000 households since 2018 through its pan-London fuel poverty advice and referral network. It contains over 300 referral partner organisations. Further community organisations will be funded to enhance the service and help locate those most in need;

3) Utilising our excellent relationship with social landlords across London to reach the target 315 households in that tenure;

4) Matching non-gas postcodes to fuel poverty levels and delivering targeted promotion and outreach in these areas;

5) Targeting the almost 1,500 park homes that we have identified, particularly in our outer boroughs, to locate and improve the homes of 80 low income households;

6) Working with borough private rented sector teams and private landlord forums across London to promote the funding. We will promote the importance of upgrading homes ahead of tightening Minimum Energy Efficiency Standards and whilst funding is available. We will aim to improve 385 homes in this tenure;

7) Working with the NHS London Clinical Advisory Group to reach patients at greatest health risk.

We will use means-tested benefits as a proxy, just as we do for our own Warmer Homes programme, and will carry out a DWP check using the EST. For non means-tested benefits or other income we will collect copies of benefit paperwork where income levels are stated and request copies of residents' income evidence such as pay slips and P60s. Since housing costs are considerably higher in London than in other regions we propose to disregard these for the purposes of calculating income and measures after housing costs income alone. We will issue a revised ECO Flex Statement of Intent that allows for equalisation but with a typical threshold of around £20,000.

We expect to be able to supplement some packages with funding from the Mayor's core Warmer Homes programme, which could be up to £5,500 per household. Additionally we expect to enhance the value of some packages with borough carbon offset funds and Better Care Fund money, as we have done to date.

17B. Please provide a high level summary of the types of properties you are planning to target

Based on the data we hold on fuel poverty levels and types of homes in London we propose to deliver works on 910 F & G rated homes, 1,265 E rated homes, 950 D rated homes and 80 park homes. Around 1,465 will be terraced homes, 500 semi-detached, 100 detached, 1,060 flats or maisonettes, and 80 park homes. We propose to deliver works on 2,040 on-gas homes and 1,165 off-gas homes. 2,505 homes will be owner-occupied, 385 privately rented, and 315 socially rented.

18A. Describe the types of upgrades that may be made to homes off gas grid (HUG)

Off Gas Delivery (HUG)

A mixed approach will be taken to off-gas homes. We will aim to install external solid wall insulation or an air source heat pump in around two-thirds of the homes. Another 30% will have high heat retention storage heaters installed to replace their existing heating systems. Solar PV, solar thermal, and double glazing will have a limited role but will be installed where heat pumps or solid wall insulation are not viable and where funds allow. A significant number of homes will have draughtproofing fitted and some will have loft and cavity wall insulation installed. Experience suggests that the potential for these latter two measures in London is limited.

Please provide the best estimate of the measure mix you propose to install to Off Gas properties:

| Off Gas Delivery (HUG) | | | |
|--|--------------------|-----------------------------|------------|
| Measure | Number of Measures | Average Cost of Measure (£) | Total Cost |
| | | | |
| Other (please list other measures in free text box with target number of installs and average cost expectations) | | | |

Please list "Other" measures

| Please list Other measures | | | |
|-------------------------------|--------------------|-----------------------------|--------------|
| Measure (Please add measures) | Number of Measures | Average Cost of Measure (£) | Total Cost |
| | | | £0.00 |
| | | | £0.00 |
| | | | £0.00 |
| | | | £0.00 |
| | | | £0.00 |
| | | | £0.00 |
| | | | £0.00 |
| | | | £0.00 |
| Totals | n | #DIV/0! | £0.00 |

18B. Describe the types of upgrades that may be made to homes on gas grid (LAD)

On Gas Delivery (I AD)

A similar approach will be taken to on-gas homes but with a lower proportion of solid wall insulation carried out due to the lower grant levels available. The air source heat pumps installed will be hybrid versions in order not to increase fuel poverty risk. Solar PV, thermal and double glazing will be installed where solid wall insulation and heat pumps are not viable and where funds allow. High heat retention storage heaters will not be installed to replace gas central heating. A significant number of homes will have draughtproofing fitted and some will have loft and cavity wall insulation installed. Experience from our own programmes suggests that the potential for these latter two measures in London is limited.

Please provide the best estimate of the measure mix you propose to install to On Gas properties?

[illegible]

Please list "Other" measures

| Please list "Other" measures | | | |
|-------------------------------|--------------------|-----------------------------|-------------|
| Measure (Please add measures) | Number of Measures | Average Cost of Measure (£) | Total Cost |
| | | | £0.0 |
| | | | £0.0 |
| | | | £0.0 |
| | | | £0.0 |
| | | | £0.0 |
| | | | £0.0 |
| | | | £0.0 |
| Totals | 0 | £0.00 | £0.0 |

Section 4: Commercial Assurance

19. Describe the commercial agreements and procurement activities that will be used to deliver this grant. Please include reference to all contracts (or planned contracts) to be placed using the grant funding, and/or details of any amendments to existing contracts.

To enable an optimal delivery approach the GLA are currently procuring a small framework of providers to cover the requirements of the Sustainable Warmth programme and other related future requirements. This open procedure, compliant with the Public Contract Regulations 2015 (as amended) and advertised on the Find a Tender service, has resulted from our strategic commodity and sourcing review supported by our category teams.

Our approach enables fast procurement of the main contractor and associated third party requirements and builds in our knowledge from successfully delivering a range of domestic retrofit projects in recent years, and a detailed market assessment. This provides several benefits, including:

- Up to date assessment of methodologies, systems, and resources of providers
- A bespoke to London domestic retrofit programme, helping the focus on local requirements, issues and supply chains

- Competitive base rates for specific tasks supplemented by controls on profit and overheads
- Flexible supply chain approach to help address capacity issues where needed

- Flexible supply chain approach to help address capacity issues where needed
- Clear quality standards e.g. TrustMark registered companies, covered by PAS2035:2019, with measures lodged into the TrustMark data warehouse
- Programme specific rights and remedies to help drive performance

The multi-supplier framework also creates the ability to quickly procure an additional or alternative provider, further helping to ensure we can quickly address any performance issues. This boosts our buyer power and reduces the programme risk of failure in our main provider. Evaluation is based upon specific programme requirements and assesses from a London specific perspective. Core quality areas include the methodologies and delivery strategy, supply chain, capability of proposed team, information management and underpinning tools.

Evaluation is based upon specific programme requirements and assesses from a London-specific perspective. Core quality areas include the methodologies and delivery strategy, supply chain, capability of proposed team, information management and underpinning tools, programme management and details of how a range of KPIs will be achieved to timescales. This includes the incorporation of social values through our Responsible Procurement Programme. Commercial assessment looks at costs for specific requirements and core aspects of pricing including profits, overheads, and mark ups for different types of sub-contractor needs and services.

The framework and subsequent mini-competition use a set of pre-agreed contract terms for domestic retrofit that can be further tailored to the specific programme, including specific supply chain requirements. The pricing model has specific design for open activities within the programme, supplemented by market and non-market controls that help avoid excess shopping and allow all costs and contract variations to be priced on a competitive basis. An open book pricing approach is used to

The pricing model has specific fees for core activities within the program, supplemented by profit and overhead controls that help avoid excess charging and allow all costs and contract variations to be priced on a competitive basis. An open-book pricing approach is used to support value for money and enable easier identification of opportunities such as collaborative purchasing to reduce direct or supply chain commodity costs.

We have incorporated all relevant Procurement Policy Notes as standard practice within the Transport for London (TfL) procurement process. Management of the contract will be undertaken by an internal team that includes technical, procurement and legal. This team has access to internal specialisms including construction, data management, finance, and ICT, to help assess methods, value for money, and address issues.

Our governance process sees the contract assessed by senior management and commercial staff not directly involved in the programme. Improvements to data access and ownership further support the ability to proactively manage performance.

20A. Please list all known Contractors (including Sub-Contractors if possible) who will receive (or are planned to receive) contracts using this grant funding. This includes contractors for delivery, as well as for administrative and ancillary contracts. (If new procurements are required and these details are not currently known at this time, please provide any indication you can of planned contracts you will place to deliver the grant funding e.g. by value, type)

| Contractor(s) Information | Contract Value (£) | Contract Start Date | Contract End Date | Trustmark Registered | PAS 2035 Certified | MCS Certified |
|---------------------------|--------------------|---------------------|-------------------|----------------------|--------------------|---------------|
| | | 01/02/2022 | 01/03/2026 | Yes | Yes | Yes |
| | | | | | | |
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20B. Please confirm that you will be using TrustMark registered businesses in line with the installer eligibility requirements. If the answer is no, and you are seeking to use an alternative, please provide more information to demonstrate how such alternative offers equivalence to Trustmark.

Confirmed

21. Please explain how will you select and resource the team to enable and support the ongoing delivery of the grant funding

22. Please describe how you will manage the delivery of the grant funding (including performance and financial elements) to ensure risk to delivery is managed effectively, outputs are achieved, and value for money obtained.

We will ensure the programme's compliance with the requirements of the funding at both procurement and programme delivery stages. This will include compliance around confidentiality, sharing of information and data protection, and open book accounting records. At the procurement stage, details of the requirements will be set out in the invitation to tender documentation, with the tenderers' responses to these evaluated when bids are received. At programme delivery stage, the GLA Programme Manager will monitor compliance on an ongoing basis, through frequent monitoring and issues meetings with the contractor, and through rigorous approval and sign off processes for key decisions and key documentation associated with the programme's activities. Additionally, scrutiny of outputs and finance will be undertaken by the Project Board monthly. This board will include representatives from London Councils and from each sub-region. All Mayoral programmes are also subject to scrutiny by the London Assembly. | The contract between contractors and ourselves will specify clear and measurable performance standards. It will also incorporate quality requirements and outline the processes and sanctions for addressing serious or persistent underperformance. Clauses will also include ensuring professional responsibility in service delivery, ability to withhold payment based on notification, suspension of services, dispute resolution, and termination. The contractor will provide written reports to the GLA fortnightly on:
- performance against KPIs - current and forecast;
- activities for each workstream;
- risks and issues.
Risks and issues will also be raised on an ad hoc basis with the Programme Manager. There will be a formal procedure to record all risks and issues, approved actions or mitigations, and the timetable for implementing these. The Programme Manager will meet with the contractor fortnightly. The project will be managed by exception and exceptions where there is a risk of non-adherence will be formally raised and actions agreed to avoid, transfer, reduce or accept the risk. Dashboards outlining activity and progress against each workstream will be provided by the contractor ahead of each meeting. This will form the basis for identifying any performance and/or compliance issues at an early stage. The fortnightly meetings will also cover project progress generally, expenditure and resourcing profiles, any programme change requests, and other strategic project and project activity topics. This will be a regular forum for the GLA to discuss any performance or compliance issues directly with the senior contractor lead and to agree an action plan before needing any recourse to contractual terms. A standing agenda will be used for each meeting. In addition, compliance with the requirements of Sustainable Warmth funding and performance of the contractor will be covered in both the mid-point and final reviews of the project. The GLA manages its financial systems through the SAP system. Any cost incurred through the project will have had to go through an approval and procurement process and the expenditure will be coded to a specific and unique finance code for Sustainable Warmth. This specific code will mean that only expenditure relevant to the project is coded to this code, making monitoring of spend on this project straightforward. Income received and expenditure made on the project will be on the same code. SAP reports can then be produced showing spend per transaction, goods or services purchased, and income received related. When an invoice is received relating to project costs, the invoice must be matched first to the relevant purchase order and good receipting (delivery confirmation) coded to the project finance code. The process ensures that only purchases approved and relevant to the project are claimed. The Programme Manager will review this monthly with support from GLA Finance colleagues.

23). Please confirm if you will include Social Value benefits in your evaluation criteria, and if so, provide a brief summary of the social value model you will use and what will be evaluated as part of the social value element

Yes, we will include Social Value as part of the procurement and evaluation process as outlined below. The award-winning GLA Responsible Procurement has been running for over 10 years with a dedicated team helping to support incorporation of Social Value into procurements. Through strong commitment from the Mayor and senior management this programme has developed approaches significantly in advance of Procurement Policy Note 06/20 (taking account of social value in the award of central government contracts). As part of developing the procurement through the Responsible Procurement model we are required to consider a range of Social Value areas. This means for the Sustainable Warmth programme we will:
1) Build critical Social Value aspects into the specification as formal requirements - this includes paying the London Living Wage to staff, meeting TfL's work-related road risk requirements to help protect drivers, cyclists, and other road users, plus achieving set environmental standards on installations. These requirements must be accepted and met by suppliers;
2) Ensure bidder issues on economic, social, and environmental areas are identified and addressed as part of the evaluation - including understanding breaches of labour or environmental laws to go beyond typical exclusion areas (which are also included). This helps avoid selection of suppliers with questionable or failing practices as failure on these areas can allow exclusion from the procurement;
3) Evaluate the bidders on ability to deliver Social Value benefits in their tender responses e.g. delivering local suppliers, training and job opportunities, encouraging low carbon travel, minimising waste. These are included as part of the core evaluation, as opposed to a small add-on, to ensure that a poor offer in such areas can lead to exclusion.
4) Build Social Value into the contract - we use the above to ensure Social Value requirements (from point 1) and offers (from point 3), form part of the contractual requirements rather than just a nice to have. This allows us to use contractual rights and remedies to address issues if these requirements aren't met (or a failure in relation to point 2 occurs). To help suppliers the GLA has an extensive range of environmental capabilities and support programmes. This includes areas such as low carbon travel, energy efficiency, and training programmes. The "GLA Responsible Procurement Policy: Delivering Social Value Through our Supply Chain" can be accessed at https://www.london.gov.uk/sites/default/files/gla_group_responsible_procurement_policy_2021.pdf.

24) Are there any conflicts of interest between the LA or any LA in your consortium and the objectives of the grant? If so, how will these be mitigated/managed?

None

Section 5: Value for Money

25. Provide a cost breakdown of the capital, administration and ancillary support required. Include the anticipated LA or landlord contributions expected. Only insert data in white coloured cells.

| Off Gas Delivery (HUG) | | | | | | | | | |
|------------------------|--------------|----------|--------------------------|--------------|-----------------------------|----------------------------------|--------------------------------|--|--|
| Tenure Type | Current Fuel | EPC Band | Average Subsidy Cost Cap | No. of Homes | Total HUG1 Subsidy per band | Average HUG1 Subsidy per a. home | Total Landlord/LA Contribution | Average Landlord contribution per home | Average Landlord contribution % across tenure type. Min contribution of 50% of grant funding (50% of total upgrade cost) |
| Owner Occupied | Electric | F & G | | | | | | | |
| | | E | | | | | | | |
| | Fossil Fuel | F & G | | | | | | | |
| | | E | | | | | | | |
| Private Rented Sector | Electric | D | | | | | | | |
| | | F & G | | | | | | | |
| | Fossil Fuel | E | | | | | | | |
| | | D | | | | | | | |
| Social Housing | Electric | F & G | | | | | | | |
| | | E | | | | | | | |
| | Fossil Fuel | F & G | | | | | | | |
| | | E | | | | | | | |

Please enter the amount of Admin and Ancillary budget you are requesting from HUG1 in cell below

| Total Project costs (including Landlord Contributions) | Total HUG (Off Gas) Funding Requested | Total HUG (Off Gas) Capital | Total HUG (Off Gas) Admin & Ancillary | HUG (Off Gas) Admin & Ancillary % | % EPC D HUG (Off Gas) Delivery | % HUG (Off Gas) Social Housing Delivery | Total Number of Homes |
|--|---------------------------------------|-----------------------------|---------------------------------------|-----------------------------------|--------------------------------|---|-----------------------|
| £20,258,400.00 | £19,066,655.00 | £16,183,255.00 | £2,883,400.00 | 15% | 30% | 9.87% | 1165 |

| On Gas Delivery (LAD) | | | | | | | | | |
|-----------------------|----------|--|--|--|--|--|--|--|--|
| Tenure Type | EPC Band | | | | | | | | |
| Owner Occupied | F & G | | | | | | | | |
| | E | | | | | | | | |
| | D | | | | | | | | |
| Private Rented Sector | F & G | | | | | | | | |
| | E | | | | | | | | |
| | D | | | | | | | | |
| Social Housing | F & G | | | | | | | | |
| | E | | | | | | | | |
| | D | | | | | | | | |

Please enter the amount of Admin and Ancillary budget you are requesting from HUG1 in cell below

| Total Project costs (including Landlord Contributions) | Total LAD (On Gas) Funding Requested | Total LAD (On Gas) Capital | Total LAD (On Gas) Admin & Ancillary | % LAD (On Gas) Admin & Ancillary | % EPC D LAD (On Gas) Delivery | % LAD (On Gas) Social Housing Delivery | Total Number of Homes |
|--|--------------------------------------|----------------------------|--------------------------------------|----------------------------------|-------------------------------|--|-----------------------|
| | | | | | | | |

26. Please complete the below table to detail the delivery plan. This should give evidence and confidence that delivery will be completed no later than 31st of March 2023.

| Installation Progress | Forecast Homes Contacted | | Forecast Number of Homes Awaiting Installation | | Forecast Homes Completed | | Ancillary & Administration Costs | | Capital Costs | | Planned Activities |
|-----------------------|--------------------------|-----|--|-----|--------------------------|-----|----------------------------------|-----|---------------|-----|--------------------|
| Input Category | Number | | Number | | Number | | £ | | £ | | Text |
| Month / Scheme | LAD | HUG | LAD | HUG | LAD | HUG | LAD | HUG | LAD | HUG | LAD / HUG |
| Dec-21 | | | | | | | | | | | |
| Jan-22 | | | | | | | | | | | |
| Feb-22 | | | | | | | | | | | |
| Mar-22 | | | | | | | | | | | |
| Apr-22 | | | | | | | | | | | |
| May-22 | | | | | | | | | | | |
| Jun-22 | | | | | | | | | | | |
| Jul-22 | | | | | | | | | | | |
| Aug-22 | | | | | | | | | | | |
| Sep-22 | | | | | | | | | | | |
| Oct-22 | | | | | | | | | | | |
| Nov-22 | | | | | | | | | | | |
| Dec-22 | | | | | | | | | | | |
| Jan-23 | | | | | | | | | | | |
| Feb-23 | | | | | | | | | | | |
| Mar-23 | | | | | | | | | | | |
| Totals | | | | | | | | | | | |

Section 7: Final Details

27. I declare that the information presented in this proposal is true within the best of my knowledge.

Affirmed

Individual responsible for leading this project:

Individual that approved this proposal for submission:

Name
Title/Role
Email
Phone Number

Name
Title/Role
Email
Phone

Guidance

1A/1B/1C. Name of Lead Local Authority, whether it is a consortium application, and if so, all other Local Authorities involved (Required): Guidance: Please indicate if you are applying as part of a consortium, and if you are, please provide all LA names involved in the proposal. Q 1C will only appear if you select 'yes' to Q 1A.

1D. Has your LA or every LA in your consortium received LAD 1a or 1b funding? (Required) Guidance: Please confirm whether your LA or an LA within your consortium has received LAD funding in Phase 1a or Phase 1b. All English LAs are eligible to apply for funding regardless of previous funding from LAD. BEIS is encouraging applications from new LAs to improve the spread of funding.

1E. What region is the Lead LA located (Required). Guidance: Please select the region in which the LA or the lead LA in a consortium application is located.

2. Name and role of the individual drafting this proposal (Required) Guidance: This will be used as the relevant or lead applicant (if applying as part of a consortium). BEIS will contact this individual if we have any questions or updates on the status of the application. You may provide more than one contact name if helpful for resilience purposes.

3. Email address of the individual drafting this proposal (Required) Guidance: We will use this email address to provide confirmation and receipt of the submitted application form. BEIS will use this email address as the primary source to update the LA on the status of their application and, if required, ask any clarification questions. You may provide more than one email address if helpful for resilience purposes.

4. Phone number of the individual drafting this proposal (Optional) Guidance: This is an optional field, but it would be helpful for us to have a contact number in case we are unable to reach the relevant LA by email. You may provide more than one phone number if helpful for resilience purposes.

5. Guidance: Please ensure you have the relevant internal approvals to submit this application form on behalf of your LA or LA consortium.

6. The Local Authority understands that, if successful, it will be expected to deliver the proposed project as outlined in this proposal (Affirm/Not Affirm). Guidance: This is to ensure that parties are aware that BEIS would expect any successful application to deliver against their proposal set out in this application form. Information provided in the application form will form the basis of the Memorandum of Understanding.

7. I have read the accompanying guidance for completing this proposal (Affirm/Not Affirm). Guidance: Please do read this accompanying guidance note and in particular the eligibility requirements [Section 3] for the scheme before starting an application form.

8. To the best of my knowledge, this proposal is legally compliant with any commercial agreements it utilises (Affirm/Not Affirm). Guidance: Please do ensure that any application made for the SW competition takes into account any existing commercial agreements you may have and the relevant implications.

9. The Local Authority understands that if successful, they must comply with the BEIS reporting, monitoring and evaluation requirements (Affirm/Not Affirm) Guidance: As set out in Section 4, please confirm you have read and understand the proposed reporting requirements and expectations set out in the guidance document.

10. To the best of my knowledge, this proposal is legally compliant with UK Subsidy Control (Affirm/Not Affirm). Guidance: Please read 'Section 2.1.2 – UK Subsidy Control' of this document before starting this application form. We expect that you have considered any Subsidy Control implications to your proposal before starting an application. .

11. To the best of my knowledge, the proposed project is compliant with the UK Public Contract Regulations 2015 (Affirm/Not Affirm). Guidance: Further information on the 'UK Public Contract Regulations 2015' can be accessed via this link.

12. The Local Authority confirms that all homes/upgrades included in this project are intended to fit wholly within the specifications outlined in the accompanying guidance document (Affirm/Not Affirm). Guidance: This is referring to Section 2 of this guidance document and includes the 8 requirements (eligible applicationers, subsidy control, eligible households, eligible properties, eligible measures, funding and eligible costs, eligible contractors and interaction with other funding) for any proposal submitted within the Sustainable Warmth application form.

13. The Local Authority will take all reasonable steps to minimise the risk of fraud (Affirm/Not Affirm). Guidance: This is to confirm that if successful you will actively look to prevent, and will have mechanisms in place to reduce, the risk of fraud.

14. This is to confirm that if successful, you will ensure and actively look to prevent households receiving double funding from other schemes for the same measure in their household in line with Section 2.1.8 of this guidance document. However, for the purposes of the Renewable Heat Incentive (RHI), Sustainable Warmth competition funding is a grant from public funds and as a result, Sustainable Warmth competition funding would be deducted from RHI's payments as per the RHI rules on grant funding. LAs should be aware of RHI rules, including that to be eligible for RHI the applicant must have made some financial contribution towards the cost of purchasing or installing their heating system.

15. The Local Authority will comply with GDPR and BEIS' requirements of a joint data sharing agreement and explicit consent to recontact households, landlords, and installers as part of the scheme evaluation when collecting and sharing this information (Affirm/Not Affirm). Guidance: This is to confirm that if successful you will ensure that you have processes that are GDPR compliant which enables the protection and sharing of data between all parties regarding installation for the purposes of scheme evaluation.

16. Explain why you have answered 'Not Affirmed' to one or more of the above declarations. Guidance: If you have answered 'Not Affirmed' to any of the above declarations or have been unsure on any of the above declarations please do use this space to explain why or add any information that it may be helpful for BEIS to be aware of. Otherwise please leave this box blank.

[*Link - UK Public Contract Regulations 2015](#)

17A. Please explain what low income eligibility criteria you will use, how you will target low income households, and how you will verify their eligibility.

Guidance: Your answer to this question should address the delivery of either on-gas (LAD) and off-gas (HUG) funding, or both.

This answer will be used to form part of your 'Strategic Fit' score.

We expect that successful applications will clearly outline low income household eligibility criteria and what steps will be taken to verify eligibility in line with Section 3 of this guidance document.

Please keep your answer below 500 words.

17B. Please provide a high level summary of the types of properties you are planning to target

Guidance: Your answer to this question should address the delivery of either on-gas (LAD) and off-gas (HUG) funding, or both.

You should provides details of the types of properties that you are planning to install measures into based on the knowledge of your housing stock. This should be provided as

Guidance: Your answer to this question should address the delivery of either on-gas (LAD) and off-gas (HUG) funding, or both.

You should provides details of the types of properties that you are planning to install measures into based on the knowledge of your housing stock. This should be provided as property type e.g. terrace, detached etc.

18A. Describe the types of upgrades that may be made to homes off gas (HUG)

Guidance: You should provide an individual answer for off-gas (HUG Phase 1) delivery.

This answer will be used to form part of your 'Strategic Fit' and 'Value for Money' Score.

State the expected upgrade measures to be installed and outline why they are considered the most appropriate and cost effective for the housing stock being targeted.

As per section 2.1.5 qualify why any measures that are typically less cost effective such as double glazing or solar are being installed and the rationale for alternative forms of low carbon heating to low temperature heat pumps.

In question 25 you will be asked to quantify the homes that will be targeted, by EPC band. Please set out the target EPC band improvement post installation.

LAs should seek to quantify the mix of measures they are intending to install within the table provided in this question. For measures not listed please use the free text box below the table.

Please keep your answer for each text box below 500 words.

18B. Describe the types of upgrades that may be made to homes on gas (LAD)

Guidance: You should provide an individual answer for on-gas (LAD Phase 3) delivery.

This answer will be used to form part of your 'Strategic Fit' and 'Value for Money' Score.

State the expected upgrade measures to be installed and outline why they are considered the most appropriate and cost effective for the housing stock being targeted.

As per section 2.1.5 qualify why any measures that are typically less cost effective such as double glazing or solar are being installed and the rationale for alternative forms of low carbon heating to low temperature heat pumps.

In question 25 you will be asked to quantify the homes that will be targeted, by EPC band. Please set out the target EPC band improvement post installation.

LAs should seek to quantify the mix of measures they are intending to install within the table provided in this question. For measures not listed please use the free text box below the table.

Please keep your answer for each text box below 500 words.

19. Describe the commercial agreements and procurement activities that will be used to deliver this grant. Please include reference to all contracts (or planned contracts) to be placed using the grant funding, and/or details of any amendments to existing contracts.

Guidance: Your answer to this question should address the delivery of either on-gas (LAD) and off-gas (HUG) funding, or both.

This answer will form part of your 'Delivery Assurance' score.

This should include the Contract Route (e.g., Public Contracts Regulations 2015, Direct Award, DPS/Framework), Pricing Model, Evaluation/Award Criteria, plus any other relevant information. This should cover not just contracts placed by the LA, but also those of third-party delivery partners. If all details are not known at time of application, for example, if new procurements are required, please give an indication of the proposed approach. If existing procurements are amended or extended, LAs should consider any procurement risks of increasing volumes of work and values through existing contracts or frameworks, especially where subject to PCR. Please try to keep your answer below 500 words.

LAs are also encouraged to consider and implement all relevant Public Procurement Notices (PPNs) in their procurement activity. A summary of relevant public procurement policy (including a full list of the PPNs) can be found here: <https://www.gov.uk/guidance/public-sector-procurement-policy>.

20A. Please list all known Contractors (including Sub-Contractors if possible) who will receive (or are planned to receive) contracts using this grant funding. This includes contractors for delivery, as well as for administrative and ancillary contracts. (If new procurements are required and these details are not currently known at this time, please provide any indication you can of planned contracts you will place to deliver the grant funding e.g. by value, type)

Guidance: Your answer to this question should address the delivery of either on-gas (LAD) and off-gas (HUG) funding, or both.

This answer will not be scored however, the answer is key to BEIS' understanding of the planned approach of the LA and in understanding the Value for Money for grant funding. The information given here could be stored and reviewed by BEIS and referred to during delivery of the scheme(s) and in better understanding the delivery model of the LA should it be successful in receiving funding.

Please provide a list of all existing contracts that will deliver your proposal should the application receive funding. This includes details on their status with TrustMark, PAS 2030:2019 and MCS. Please note, that it is not a condition that a supplier is both PAS 2030:2019 and MCS certified and will depend on whether they are installing insulation or low carbon measures, but regardless of measure a retrofit coordinator must lodge all measures in accordance with PAS 2035:2019.

20B. Please confirm that you will be using TrustMark registered businesses in line with the installer eligibility requirements. If the answer is no, and you are seeking to use an alternative, please provide more information to demonstrate how such alternative offers equivalence to Trustmark.

Guidance: Your answer to this question should address the delivery of either on-gas (LAD) and off-gas (HUG) funding, or both.

Using TrustMark registered businesses, or equivalent, is an eligibility requirement for the LAD Phase 3 and HUG Phase 1 schemes.

TrustMark registered businesses must be used unless you are able to demonstrate registration with a scheme which has been deemed equivalent. Any LA not using TrustMark registered businesses will need to provide us with detailed assurances on their processes for quality auditing and compliance regimes and ensuring financial, monitoring of compliance with PAS 2035, collection of measures level data, and consumer protection, in order for BEIS to assess equivalence. You will need to provide evidence for how your proposal plans to ensure quality assurance including customer protection and arrangements for repairs and other remedies. This should include consideration of how adequate ventilation will be incorporated into upgrades.

21. Please explain how will you select and resource the team to enable and support the ongoing delivery of the grant funding.

Guidance: Your answer to this question should address the delivery of either on-gas (LAD) and off-gas (HUG) funding, or both.

This answer will form part of your 'Delivery Assurance' score.

Please provide information regarding the team within the LA who plan to undertake all activities related to the grant funding, including for example, number of Full-Time Equivalents (FTEs), key roles/responsibilities, recent relevant experience, lessons learned, relevant professional qualifications.

If you believe any other information regarding the capacity/capability of the LA is applicable, please also provide that here.

Please try to keep your answer below 500 words.

22. Please describe how you will manage the delivery of the grant funding (including performance and financial elements) to ensure risk to delivery is managed effectively, outputs are achieved, and value for money obtained.

Guidance: Your answer to this question should address both on-gas and off-gas delivery.

This answer will form part of your 'Delivery Assurance' score.

Please provide information as to how you will manage delivery of the grant funding to achieve the objectives of the scheme. This should include reference to how you will manage the performance in delivering the grant (e.g., Key Performance Indicators and regular reviews), and ensure Value for Money through financial management (e.g., Auditing and reporting).

The management of the grant should be proportionate to the value and complexity and detail how you plan to achieve the outputs in a way which represents Value for Money and manages risk effectively.

Please try to keep your answer below 500 words.

23. Please confirm if you will include Social Value benefits in your evaluation criteria, and if so, provide a brief summary of the social value model you will use and what will be evaluated as part of the social value element

Guidance: Your answer to this question should address the delivery of either on-gas (LAD) and off-gas (HUG) funding, or both.

This answer will be awarded on a bonus point basis. Any answer which proposes suitable use of social value within their evaluation criteria for contracts will receive one bonus point. For clarity, since this is a bonus, achieving a 0 for this score will not mean the application becomes ineligible for grant funding.

Please provide confirmation as to whether you will include social value in your evaluation criteria for relevant contracts, and information regarding what types of indicators or benefits you will include in the evaluation.

The Local Government Association has a webpage with resources and information on social value, which can be accessed through this link: <https://www.local.gov.uk/our-support/sli-offer-1/sli-supporting-financial-resilience-and-economic-recovery/procurement>

For information, central government has its own template social value model which can be found here: <https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>

Please try to keep your answer below 250 words.

24. Are there any conflicts of interest between the applicant and the objectives of the grant? If so, how will these be mitigated/managed?

Guidance: Your answer to this question should address the delivery of either on-gas (LAD) and off-gas (HUG) funding, or both.

Please provide information as to whether you have mechanisms and processes in place to identify and manage conflict of interest (e.g., financial or personal interests) regarding use of the grant funding.

Please confirm if you have identified any conflicts of interest already, and how you will plan to manage/mitigate them.

25. Provide a cost breakdown of the above total including capital, administration and ancillary support. Include the anticipated LA or landlord contributions expected.

Guidance: Your answer to this question should address the delivery of either on-gas (LAD) and off-gas (HUG) funding, or both. Only insert data in white coloured cells.

Off-Gas (HUG) Cost Table Guidance:

Please provide the number of homes that you are planning to deliver for each tenure type (owner occupied, PRS and Social Housing) broken down by starting EPC and fuel type of home.

Please provide the amount of funding you are requesting for each tenure type (owner occupied, PRS and Social Housing) broken down by starting EPC and fuel type of home.

Please provide total landlord contribution you expect from PRS and Social Housing.

On-Gas (LAD) Cost Table Guidance:

Please provide the number of homes that you are planning to deliver for each tenure type (owner occupied, PRS and Social Housing) broken down by starting EPC

Please provide the amount of funding you are requesting for each tenure type (owner occupied, PRS and Social Housing) broken down by starting EPC

Please provide total landlord contribution you expect from PRS and Social Housing.

26. Please complete the below table to detail the delivery plan. This should give evidence and confidence that delivery will be completed no later than 31st of March 2023.

Guidance: Your answer to this question should address the delivery of either on-gas (LAD) and off-gas (HUG) funding, or both.

This answer will form part of your 'Delivery Assurance' score.

Please detail your overall delivery plan by filling out the table. For each month, please provide planned key activities, cumulative amount spent and forecasted cumulative number of homes upgraded. LAs should seek to set out delivery plans that they are confident can be delivered and include appropriate contingency to ensure all delivery is concluded by 31 March 2023. Assessment of the delivery confidence of this plan will form part of your 'Delivery Assurance' assessment.

27. I declare that the information presented in this proposal is true within the best of my knowledge (Affirm/Not Affirm): Guidance: Applicants are required to declare that all the information provided in their proposal is correct within their knowledge.

**MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH
COMPETITION**

SUSTAINABLE WARMTH COMPETITION

**HOME UPGRADE GRANT Phase 1
AND
LOCAL AUTHORITY DELIVERY Phase 3**

**MEMORANDUM OF UNDERSTANDING
Between the**

SECRETARY OF STATE FOR BUSINESS, ENERGY AND INDUSTRIAL STRATEGY

And

Greater London Authority

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

MEMORANDUM OF UNDERSTANDING

SUSTAINABLE WARMTH COMPETITION

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MEMORANDUM OF UNDERSTANDING

DEFINITIONS

In this MoU the following terms will have the following meanings:

“the Authority”, the Local Authority with whom this MOU is signed by and in the case of a Consortium, means the local authority that is to sign this MOU and is the lead Authority and to whom the Grant is to be paid by the Secretary of State subject to the provisions of this MOU.

“BEIS” means the Department for Business, Energy and Industrial Strategy.

“Commencement Date” refers to 19th of October 2021 when the MoU is signed and therefore comes into effect.

“Consortium” means a group of local authorities working together to deliver the Proposal set out in Annex 7 under the leadership of the Authority.

“Eligible Installer” means contractors that are currently trading, are registered with TrustMark¹ and all projects must be compliant with *“PAS 2035:2019 Retrofitting dwellings for improved energy efficiency. Specification and guidance*. Installers are required to have the appropriate certifications for the Eligible Measures that they are installing on behalf of the Authority as set out in the Proposal. PAS 2035:2019 requires that all energy efficiency measures within the scope of the PAS 2030:2019 standards must be delivered by installers who are certified to this standard and all low-carbon heating measures must be installed by a MCS certified² installer. We expect all contractors to work safely as we recover from the pandemic, following Covid-19 secure working practices.

“Eligible Expenditure” means payments by the Authority during the Funding Period for the purposes of delivering the Proposal which comply in all respects with the rules set out in paragraphs 15 to 21 (Scope of Activity) of this MOU.

“Eligible Household” means a household which meets the eligibility requirements to which Eligible Measures may be delivered on behalf of the Authority as set out in the Proposal i.e. households receiving measures are low-income and have a combined household annual income of no more than £30,000 gross, before housing costs and where benefits are counted towards this figure; or are low-income households who are likely to be living in fuel poverty verified by LAs using alternative methodologies, such as means tested benefits, charity and health referrals, locally held data. Eligible households must live in a domestic dwelling in England with an EPC Rating of D, E, F or G, or to a park home where this has been demonstrated as appropriate, to which Eligible Measures may be delivered on behalf of the Authority as set out in the Proposal.

“Eligible Measures” are any energy efficiency and heating measures compatible with the Standard Assessment Procedure (SAP) that will help improve EPC band D,

¹ Or a scheme that the Secretary of State is satisfied is equivalent.

² Or a scheme that the Secretary of State is satisfied is equivalent.

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

E, F or G rated homes. This includes, but is not limited to, energy efficiency measures (such as wall, loft, and underfloor insulation) and low carbon heating technologies. This is with the exception of heating systems which are solely fuelled by fossil fuels, such as the installation or repair of a fossil fuel-based heating system, or the replacement of an existing fossil fuel-based heating system with another fossil fuel-based heating system, are not in scope. For more information on Eligible Measures please refer to Section 2.1.5 of the Sustainable Warmth Competition Guidance document.

“Funding Period” is the period for which the Grant is awarded starting on the Commencement Date to 31 March 2023.

“the Grant” is the capital funding made available by the Secretary of State to the Authority under this MOU to deliver the Sustainable Warmth Competition as stated in paragraphs 9 to 14.

“Home Upgrade Grant Phase 1” the value available for support for low-income households off-gas grid through the Home Upgrade Grant Phase 1 (HUG) scheme.

“Local Authority Delivery Scheme Phase 3” a third phase of LAD with the value available for support. LAD Phase 3 has a refined scope with support available to low-income households heated by mains gas only.

“Monthly Report” has the meaning given to it in paragraph 53.

“the Parties” means the Secretary of State and the Authority together collectively.

“Project Team” means the Sustainable Warmth project team within BEIS responsible for the delivery of the Sustainable Warmth Competition

“Project Board” means the lead governing authority for the Sustainable Warmth Competition.

“Proposal” means the Authority’s proposal set out in Annex 7.

“Secretary of State” means the Secretary of State for Business, Energy and Industrial Strategy.

“Services” are the services the Authority is expected to procure for delivery under the Sustainable Warmth Competition.

“Spend” means any Capital, Administration or Ancillary funding committed and accrued to an Eligible Expenditure, as long as such activity is due for completion within the Funding Period.

“Sustainable Warmth Competition” means funding via the Home Upgrade Grant Phase 1 (HUG1) and/or Local Authority Delivery Phase 3 (LAD3) which starts from the Commencement Date and concludes on 31 March 2023.

“RHI” means the Renewable Heat Incentive, a government financial incentive to promote the use of renewable heat.

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

PURPOSE

1. To establish the way the parties to the Memorandum of Understanding (hereafter referred to as the “MOU”) will work together to deliver the Sustainable Warmth Competition in England.
2. To clarify the roles and responsibilities of the parties to the MOU.
3. The Parties to this MOU are:
 - (i) The Secretary of State for Business, Energy and Industrial Strategy (“**Secretary of State**”); and
 - (ii) Greater London Authority known as “**the Authority**”.

The Secretary of State and the Authority are known together collectively as “**the Parties**”.

4. The Secretary of State has decided to grant capital funding through the Sustainable Warmth Competition to the Authority. The Authority has committed to spend such funds to deliver Eligible Measures to Eligible Households, using Eligible Contractors.
5. The Parties wish to record their understanding regarding the Grant funding which are detailed in this MOU.

BACKGROUND

6. The Sustainable Warmth Competition is a single funding opportunity which brings together two fuel poverty schemes. Through the Sustainable Warmth Competition, Government aims to save households money, reduce fuel poverty, cut carbon and support the aims of the Prime Minister’s 10 Point plan for a Green Industrial Revolution. The Sustainable Warmth Competition provides funding to upgrade homes both on and off the mains gas grid and is comprised of £286.8m for low-income households heated by mains gas through a third phase of LAD and up to £152.2m for low-income households off the gas grid through HUG Phase 1.
7. The Sustainable Warmth Competition will provide funding to improve low energy performance off grid and on gas grid homes in England by installing Eligible Measures. A competition was launched on 16th of June 2021 offering Local Authorities and Local Energy Hubs the opportunity to apply for funding. Upgrades delivered through the Sustainable Warmth Competition should be completed by the delivery deadline of 31 March 2023.

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

OUTCOMES

8. The primary purpose of the Sustainable Warmth Competition is to raise the energy efficiency rating of low-income and low EPC rated homes (those with D, E, F or G) on the gas grid and off the gas grid. This funding will also support low-income households with the transition to low-carbon heating. We expect the Sustainable Warmth Competition to result in the following outcomes:
- a. Tackle fuel poverty by increasing low-income homes' energy efficiency rating while reducing their energy bills – a key principle of the Sustainable Warmth: Protecting Vulnerable Households in England Strategy 2021.
 - b. Deliver cost effective carbon savings to carbon budgets and progress towards the UK's target for net zero by 2050.
 - c. Support clean growth and ensure homes are thermally comfortable, efficient, and well-adapted to climate change.
 - d. Support economic resilience and a green recovery in response to the economic impacts of Covid-19.

The Sustainable Warmth Competition will support energy efficiency measures and low carbon heating for off gas grid homes and on gas grid homes, with an aim of upgrading homes to a target energy efficiency rating of EPC C, or EPC D where this is not possible.

THE GRANT

9. The Secretary of State grants the Authority capital funding of LAD Phase 3 **£21,170,900.00** and HUG Phase 1 **£19,066,655.00** ("**the Grant**") to deliver the outcomes in line with their Proposal. This funding is subject to the Authority providing the documentation and information in accordance with paragraph 10.
10. The Project Team will issue the MOU for signing in the week commencing 25th of October 2021 at the latest and the Authority is to provide the Secretary of State with the documentation and information listed in Paragraph 88, Table 1. The Authority will be given 15 working days from the date of issue to get the MOU signed and sent back to Project Team.
11. The Secretary of State intends to pay the Grant week commencing 6th December 2021, following receipt of the signed MOU and information listed in Paragraph 88, Table 1. If receipt of the fully completed MOU is delayed, this will delay payment, potentially to January 2022.
12. The Grant is made available for use during the Funding Period.

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

13. At the Secretary of State's sole discretion, the Secretary of State reserves the right to determine an extension to the Funding Period beyond 31 March 2023, should the Authority provide a request in writing no later than 3 months before the end of the Funding Period, so by 31 Dec 2022.
14. The Authority will ensure that any public communications it issues about the Sustainable Warmth Competition, or the Proposal are not misleading as to the extent to which they are funded by the Secretary of State.

SCOPE OF ACTIVITY

15. The Authority will use the Grant in accordance with the provisions of this MOU to only incur Eligible Expenditure.
16. In delivering the Proposal, Eligible Expenditure are payments properly incurred in relation to:
 - a. A recipient who is an **'Eligible Household'**; and
 - b. Installation of **'Eligible Measures'** which aims to improve homes towards EPC C and above; and
 - c. completed by an **'Eligible Contractor'**; and
 - d. Installation is completed during the **'Funding Period'**.
17. Cost upgrades for on the gas grid homes (LAD3):

For low-income households in owner occupier properties the maximum per property subsidy will be £10,000 and no household contribution towards the cost of the upgrade will be required. Where a low-income household resides in a rented property (either with a private or social landlord), the maximum subsidy will be £5,000 per property and the landlord will be required to fund at least one third of the overall costs.

| LAD Phase 3 Funding | Minimum Landlord Contribution | Total Cost |
|---------------------|-------------------------------|------------|
| £1,000 | £500 | £1,500 |
| £2,000 | £1,000 | £3,000 |
| £3,000 | £1,500 | £4,500 |
| £4,000 | £2,000 | £6,000 |
| £5,000 | £2,500 | £7,500 |

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

18. Cost of upgrades for off the gas grid homes (HUG1):

The average cost caps of upgrades will be on a sliding scale according to the starting EPC band and starting heating fuel type as set out below. Where housing is owner occupied (private homeowners), no household contribution towards the costs of the upgrade will be required. Where a property is rented to a tenant by a private landlord, the landlord will be required to fund one third of the cost of upgrades, with the remaining costs provided up to the respective total cost caps outlined below.

| | F&G | E | D |
|--|----------------|----------|----------|
| Electric | £20,000 | £15,000 | £10,000 |
| | F&G | E | D |
| Off Gas Grid Fossil Fuel (oil, LPG, coal) | £25,000 | £20,000 | £15,000 |
| | | | |
| Park Homes (off the mains gas grid) | £15,000 | | |

19. Where the Grant includes capital funding, accounting standards permit, in certain circumstances, the capitalisation of costs incurred when delivering the capital assets for the Proposal (for example, administrative and ancillary). The Authority will keep such costs incurred in delivering the Proposal below 15% of the HUG total Grant and 15% of the LAD total Grant independently provided by the Secretary of State. In all other cases capital funding must not be spent on revenue.
20. The Authority will use Eligible Installers who are suitably certified as defined above.
21. Without prejudice to any other provisions of this MOU, the Authority will not use the Grant for the following purposes:
 - a. For the provision of measures which are not Eligible Measures.
 - b. To fund the provision of any lending to third parties.
 - c. To replace funding for an existing project, including any staff costs for an existing project and any projects to deliver statutory obligations, although the Grant may be used to extend the geographical coverage, scope or scale of an existing project (and for additional staff costs attributable to the extension of the project).
 - d. Use for activities of a political or religious nature.
 - e. Use in respect of costs reimbursed or to be reimbursed by funding from public authorities or from the private sector.
 - f. Use in connection with the receipt of contributions in kind (a contribution in goods or services as opposed to money).

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- g. Use to cover interest payments (including service charge payments for finance leases).
- h. Use for entertaining (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations).
- i. Use to pay statutory fines, criminal fines or penalties.
- j. Use to pay for eligible costs incurred before the date of this MOU: or
- k. Use in respect of Value Added Tax (VAT) that the Authority is able to reclaim from HM Revenue and Customs.

VALUE ADDED TAX

- 22. Eligible Expenditure is net of VAT recoverable by the grant recipient from HM Revenue & Customs, and gross of irrecoverable VAT. This means that all grants are outside the scope of VAT.

USE OF THIRD-PARTY DELIVERY PARTNERS

- 23. Where the Authority is not directly responsible for delivery and instead chooses to provide funding to other public bodies (e.g. local authorities), the Authority will ensure that funding provided:
 - a. Addresses the primary objectives of the Sustainable Warmth Competition targeted at low income and low EPC rated households off-the-gas-grid and on the gas grid.
 - b. Is deliverable within the timescales set out for the Funding Period.
 - c. Addresses value for money regarding the total number of homes upgraded by measure and the total administrative and management costs which will be borne by the third party.
 - d. Identifies and implements any additional value-adding elements which are aligned to the overall objectives of the Sustainable Warmth Competition.
 - e. Is reported against in line with the KPIs and reporting arrangements as set out in this MOU.
 - f. If the use of Consortia is required then appropriate considerations need to be addressed to the extent of delivery across all areas within its consortium, and the opportunities for participation by all of the local authorities, including those who may be less experienced and/or capable.

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

24. For the avoidance of doubt, where the Authority provides any funding to third parties for activities undertaken during the Funding Period, it will ensure that the provisions within this MOU are included in any arrangement with these third parties.
25. The Authority is expected to work with these third parties to ensure that key risks are identified and managed.
26. In the consideration of use of Consortia, the Secretary of State acknowledges that it may not be appropriate to implement commercial contractual arrangements between the Authority and other public bodies. However, the Authority will implement ways in which other public bodies' performance during the Funding Period can be appropriately managed such that the Grant will, be redistributed from poorly performing or slow to deliver third parties to those which are meeting their performance and delivery targets.

INTERACTION WITH OTHER FUNDING

27. Grants received from the Sustainable Warmth competition cannot be blended with other Government schemes as long as this is not for the same individual measure within a property, however measures can be fully funded different government schemes in the same property. For example, a Local Authority may use Sustainable Warmth funding (either HUG 1 or LAD3 as appropriate) to cover the costs of installing EWI and Energy Company Obligation (ECO) funding to pay for loft insulation.
28. The Sustainable Warmth Competition is grant funding from public funds, therefore, for the purposes of the Renewable Heat Incentive (RHI) any funding from Sustainable Warmth Competition for low carbon heating measures would be deducted from RHI's payments as per the RHI rules on grant funding. Local authorities should be aware of RHI rules, including that to be eligible for RHI the applicant must have made some financial contribution toward the cost of purchasing or installing their heating system.
29. The Authority will introduce controls to ensure households are not in receipt of funding derived from the Sustainable Warmth Competition and other government schemes, apart from the RHI, on the same measure.
30. The Authority can, however, blend funding they receive from the Sustainable Warmth Competition with third party finance or local authority budgets to deliver additional support to communities.
31. The Secretary of State will utilise data matching between schemes in order to monitor that the same measure installed in the same property is not claimed for under different schemes.

SUBSIDY CONTROL

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32. The Authority acknowledges that it will ensure that the Grant and use of it does not breach any applicable subsidy control regime.
33. To minimise the risk that a court of competent jurisdiction requires grant funding to be repaid, the Authority will:
 - a. Comply with any applicable subsidy control regime in its use of the Grant and its delivery of the Proposal.
 - b. Ensure that use of the Grant in connection with the Proposal complies with any applicable subsidy control regime; and
34. Obtain and retain all declarations and information as may be required to enable both the Authority and the Secretary of State to comply with any applicable subsidy control regime, and to provide copies of such declarations and information to the Secretary of State when required to do so.

PROCUREMENT AND OTHER BENEFITS TO THIRD PARTIES

35. The Authority will, in delivering the Proposal:
 - a. Comply with all relevant requirements of UK law relating to public procurement in force and applicable from time to time.
 - b. The Authority will give due consideration to the use of Small & Medium Enterprises (SMEs) within the supply chain and ensure contracting and sub-contracting opportunities are advertised as such to encourage participation of SME and local supply chains. BEIS has its own SME action plan, which can be found using the following link: <https://www.gov.uk/government/publications/beis-small-and-medium-enterprises-sme-action-plan>.
 - c. When conducting procurement activities, the Authority will comply with the obligations under the Equality Act 2010 and its associated Public Sector Equality Duty.
 - d. The Authority will comply with the Local Government Transparency Code 2015.

SUPPLY CHAIN MANAGEMENT EXPECTATIONS

36. The Authority acknowledges that when managing its supply chain it should expect its suppliers and subcontractors to meet the standards set out in the Government Supplier Code of Conduct published by the HM Government on best practise expectations referenced below:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf.

PROMPT PAYMENT

37. In delivering the Proposal, the Authority will, unless the Secretary of State agrees otherwise in writing, pay the person from whom any goods, works or services are

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purchased within 30 days of receiving a valid undisputed invoice from that contractor.

- a. The Authority will also ensure this payment timeline is included within any sub-contract arrangements of the contractor.

38. The Authority will ensure that where it uses third-party delivery partners, in accordance with paragraph 23 to 26, that the funding provided is also paid within 30 days of receiving a valid undisputed invoice from that contractor, or from receiving an acceptable proposal from a public body.

- a. When payment is made in accordance with Paragraph 23, the Authority will ensure that these payment timelines are included within any sub-contractors of the third parties in accordance with Paragraph 24.

MODERN SLAVERY, CHILD LABOUR AND INHUMANE TREATMENT

39. The Authority acknowledges throughout the Grant period of delivery that it should maintain its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Suppliers and Subcontractors anti-slavery and human trafficking provisions.

40. If the Authority becomes aware of any concerns that any part of the supply chain may have breached the Modern Slavery Act 2015 then this must be reported within the Risk Management procedure and the Project team be informed instantly.

COMMERCIAL USE OF THE GRANT

41. The Authority will not use the Grant, or any asset financed wholly or partly by it, to generate revenue or make a capital gain, except to the extent agreed as part of the Proposal. If the Authority does so, it will:

- a. Inform the Secretary of State immediately and in writing; and
- b. Agree that the Grant may be reduced by the amount of that revenue or gain (as the case may be).

GRANT WITHDRAWAL AND REPAYMENT

42. In accordance with paragraphs 42 to 48, it is the understanding of the Parties that the Secretary of State may request the Authority to repay all, or any proportion of, the Grant, together with interest (calculated in accordance with paragraph 46).

43. The Authority accepts that the Secretary of State may exercise the following rights based on any activities for usage of the Grant referred to in paragraph 21 where the Secretary of State:

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- a. Is required to cease grant funding or to recover all, or any proportion, of the Grant or any other amount by virtue of a decision of a court or other competent authority; or
 - b. Has reasonable grounds to consider that the payment of the Grant, or the Authority's use of it, contravenes any requirement of law, in particular (but without limitation) law relating to subsidy control.
 - c. Has reasonable grounds to consider that the Grant was irregularly obtained or spent in a way that does not meet the Sustainable Warmth Competition outcomes referred to in paragraph 15 to 21.
44. When exercising the rights based on the activities outlined in paragraph 21, the Secretary of State will notify the Authority of the grounds concerned and as far as possible, consider the Authority's representations made within any reasonable timeframe required by the Secretary of State.
45. A decision by the Secretary of State to ask the Authority to repay the Grant will be communicated by letter, and the Authority will make that repayment within 30 days of the date of that letter or within any later reasonable timeframe agreed by the Secretary of State in writing.
46. Where the Secretary of State requests repayment, interest will be calculated from the date of the Grant payment, in accordance with:
- a. the retail prices index over the relevant period (that index being taken as 0% for any period during which the index is negative); or
 - b. any other rate required by law in the circumstances if it is higher.
47. Where the Authority does not make the relevant payment within the timeframe specified in paragraph 45, further interest on the outstanding sum (inclusive of interest already charged under paragraph 46 will accrue, after that deadline, at the statutory rate of interest under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 or any other rate required by law in the circumstances, if it is higher).
48. Should the Secretary of State not exercise their options under paragraph 43 or delay in doing so, this will not constitute a waiver of those options unless the Secretary of State confirms such a waiver in writing. Furthermore, any such written waiver will not be taken as a precedent for any other, or subsequent, circumstances.

SUSPENSION

49. The Secretary of State may suspend payment of the Grant where:
- a. One of the grounds in paragraph 43 arises.
 - b. The Secretary of State has reasonable cause to believe that one of those grounds may have arisen, or is likely to arise; or
 - c. One of the provisions of the MOU is not met by the Authority.
50. In the case of any suspension, unless the Secretary of State confirms a contrary agreement in writing:

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- a. The Authority will continue to comply with the requirements of this MOU including any deadlines occurring during the period of suspension; but
 - b. The Authority will not make any further use of the Grant until the Secretary of State has authorised continued use of the Grant in writing.
51. The Authority will inform the Secretary of State immediately in writing during the Grant delivery, if it has any concerns that any of the grounds in paragraph 43 might arise.

AGREED USE OF UNDERSPEND

52. In the event that the Authority, including those operating as a lead Authority within a Consortium, does not use all the Grant to secure delivery of the Proposal by the end of the Funding Period:
- a. The Parties will work together to agree how the Authority will spend any unspent Grant funding in line with the expected outcomes of the Sustainable Warmth Competition.
 - b. The Secretary of State reserves the right to determine an extension to the Funding Period, should the Authority provide a request in writing to do so as per paragraph 13.
 - c. If the Parties are unable to reach an agreement described in subparagraph (a), the Authority agrees to repay the unspent Grant within 30 days of the end of the final reporting date.
 - d. Final reports would consist of the project closure letter, signed declaration and final monthly report to be presented on the 28th of April 2023.

GOVERNANCE

53. On a monthly basis, the Authority will provide a report to the Project Team covering the period from the first to last day of the month and provided on or before the 10th working day of the subsequent month (the "Monthly Report"). For example, the report covering the delivery period of 1 - 31 January 2022 will be required to be submitted by the 10th working day of February 2022. This will need to include inputs as required from local authorities within the Authority's consortium, where applicable. At a minimum, the Authority will provide:
- a. an update of the Authority's progress against each Key performance Indicator (KPI)
 - b. an update on overall delivery confidence assessment as described in paragraph 78 and 79.
 - c. top 5 risks, issues and incidents of fraud
 - d. any items the Authority wishes to escalate to BEIS
54. Should the Project Team identify in the Monthly Report a significant variation in the Authority's performance against their targets stipulated in relation to the KPIs the Project Team, on behalf of the Secretary of State, may request a recovery plan detailing the interventions required to recover the project(s).

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55. The Project Team will determine if the interventions detailed in the recovery plan provide confidence of project recovery. If necessary, the Project Team will provide further recommendations to address areas of concern. The Project Team and the Authority will jointly agree a timescale to implement the interventions.
56. Should the Authority need to action the (a) interventions of the KPIs being met, and fail to see project(s) recovery, or (b) report any of the Top Fraud Risks and (c) fail to implement the interventions necessary regarding corrective action, this will be escalated to the Project Board.
57. The Project Team and the Authority may seek to have a regular monthly meeting to discuss the progress of delivery of the Proposal and any issues arising from the Monthly Report. Where applicable, the Project Team will issue the agenda and relevant actions from these meetings. At a minimum, the Authority will provide everything listed in paragraph 53 to the Project Team.
58. The Project Team and the Authority may agree to schedule ad-hoc meetings outside of the monthly meetings. These requests will be considered on a case by case basis and reasonable notice will be provided, as well as a proposed agenda.

CHANGE REQUESTS AND VARIATIONS

59. BEIS expect the Authority to do all they can to deliver against the forecast set out in this MOU. In the event, that the Authority cannot deliver the upgrades to the number of homes they originally forecasted then they must notify the Project Team as soon as possible using the change request process set out below and include the change request form filled out and shown in annex 11 and at least no later than 3 months before the end of the Funding Period.
60. The Project Team will validate the change request by asking the Authority to directly discuss the details within the change request before submitting it to the Project Board for approval. The Project Board will seek to respond within 10 working days.
61. The Authority when submitting the change request must consider the following requirements for change requests:
 - a. Take a 'worst-first' approach when considering which homes are identified for upgrade. This means treating homes with the lowest EPC ratings as a priority (EPC Bands E,F,G rather than Band D homes).
 - b. That the LA follows a fabric-first approach when considering installation of measures, and any installations proposed should follow the recommendations of the Retrofit Co-ordinator. This means maximising the proportion of insulation and clean heat measures installed (measures including SWI, CWI and LI, and heat pumps) and

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limiting the proportion of other measures (measures such as Solar PV/thermal, windows and doors).

62. No variation of this MOU will be effective unless it is agreed in writing and signed by both Parties. This does not prevent either Party making reasonable changes in relation to the administrative arrangements in the MOU (such as contact details) by notice in writing to the other Party, without such agreement in writing signed by both Parties. In the event that the approved change request shows that the Local Authority will not be able to utilise the allotted grant allocation, even with a recovery plan, then the Local Authority will work with the project team to identify any resulting underspend and facilitate the prompt return of that underspend to BEIS in line of paragraph 52 requirements of underspend

RISK MANAGEMENT

63. The Authority agrees to provide assurance that risks in relation to the Proposal have been identified and mitigated. The Authority will complete the Risk Register in Annex 4 and return it to the Secretary of State as part of their MOU submission.
64. In providing assurance about the management of risks the Authority will identify risks and issues which arise from its own activities and those which arise from third parties, including those delivering measures or services under the scheme and those referring potential scheme recipients or otherwise publicising the scheme.
65. As part of the Monthly Report, the Authority will report the status of the risks and issues identified within the Reporting and whether any new risks or issues have emerged. The report will also provide a statement as to whether risk management is effective and whether any remedial action is necessary and if so, the Authority is required to follow the process set out in the change process annex 11. The Authority will share both the risks it is managing, and risks raised by local authorities or any other third-party delivery partners.
66. As soon as it becomes apparent to the Authority or the Project Team that a risk will significantly impact on the delivery of the Proposal, the Project Team and the Authority will work through recommendations to address concerns and if needed will propose a change request as stated in annex 11 to any variation

FRAUD

67. As part of the delivery of the Proposal, the Authority will be responsible for carrying out or arranging for the reasonable ongoing due diligence, controlling,

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monitoring, reporting, as well as managing any specific cases of suspected or identified fraud.

68. The Secretary of State has specified that all Authorities funded through the Sustainable Warmth Competition should, at a minimum, have a robust fraud risk assessment in place, with mitigating counter fraud actions, to provide assurance about the management of fraud risks. The Authority agrees to provide a completed fraud risk assessment to the Secretary of State upon request.
69. The Authority acknowledges it should implement controls, considering the following options listed when doing so and BEIS should retain the right to inspect the robustness of controls to reduce the risk of fraud where possible, considering the following options when doing so:
 - a. Implementing strategies regarding Counter Fraud, Bribery and Corruption.
 - b. Staff awareness through training and educating all employees on fraud risk and appropriate action to take if fraud is suspected.
 - c. Aiming to design fraud out of the Authority's stages of the grant process.
 - d. Through regular risk assessments throughout the Projects time frame.
 - e. The use of the Authority's Audit officer to proactively look for the potential fraud.
 - f. Appropriate whistleblowing arrangements to support the reporting of fraud.
 - g. Regular site visits regarding oversight of the delivery implementation.
70. In accordance with paragraphs 67 and 68, incidents of fraud will continue to be reported monthly throughout the Funding Period.
71. The Authority will inform the Project Team at the earliest opportunity of any reports it has received or identified relating to any suspected fraudulent activity relating to the delivery of the Proposal and include a summary of investigative and/or corrective action.

PERFORMANCE

72. During the Funding Period, the Authority will provide the information (described as Authority responsibilities in the table below) to the Project Team in their Monthly Report submission in relation to the KPI targets described in the table below and as further stipulated in the Proposal (attached as Annex 7).
73. To measure performance, the Project Team will assess performance levels against the monthly target forecast (from the grant assessment proposal) given by the Authority as a benchmark in accordance with the levels set out in the table below. All forecasted figures against the KPIs will be reviewed to consider risks around deliverability.

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74. The Authority will submit the monthly report figures split by either HUG Phase 1 or LAD 3 so that KPIs can be monitored separately. If both are applied for then 2 separate reports will be needed per scheme.
75. KPIs 1a, 1b, 2a, 2b and PI 4 should reflect the figures of the reporting month provided to BEIS within 10 working days of reporting month end. KPIs 3a should reflect the figures of the reporting month, at the month end.
76. If the Authority fails to provide their monthly report submission on or prior to the reporting deadline: (KPA 1a, 1b, 2a, 2b, 3 and 4 - 10 working days after the last day of the previous month. (Reporting on the previous month).)
 - a. First Reminder - Project team will alert the Authority via email to submit the information.
 - b. Second Reminder - Project team will alert the Authority via a call and email to submit the information.
 - c. Third Escalated Reminder - Email from Project Director to CEO to explain that monthly reports have not been submitted in a timely fashion as agreed within the MoU, seeking explanation and date when the information will be forthcoming.
 - d. Forth Escalated Reminder - Email from SRO to CEO to explain that monthly reports have still not been submitted in a timely fashion as agreed within the MoU, seeking explanation, date when the information will be forthcoming and any other actions

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77.

| Sustainable Warmth KPIs | | | | |
|--|--|---|---|---|
| Key Performance Indicators | Data & Reporting | Timing | Performance Level Ratings | Benchmark |
| <u>KPI 1a: PLANNING</u> Number of houses validated and scheduled in to receive measures within the 3-month period (in period scheduling rather than installation) | <i>Authority responsibilities</i> - To give monthly report using a Monthly Reporting Template (tbc) <i>Project Team responsibilities</i> - To calculate the rolling 3-month average. Calculation purpose to compare actual to forecast and to give a forward directional look to the project. | Report the current Month (return to BEIS within 10 days of Month end) | 1.) GREEN (ACCEPTABLE) - Less than 10% variation 2.) AMBER (COMFORTABLE) - 11% - 40% variation 3.) RED (AT RISK) - 40% - 100% variation | 90-100% Scheduled (GREEN - Less than 10% variation) |
| <u>KPI 1b: PLANNING</u> Cumulative number of houses validated and scheduled in to receive measures within the to Date period (in period scheduling rather than installation) | <i>Authority responsibilities</i> - To give monthly report using a Monthly Reporting Template (tbc). <i>Project Team responsibilities</i> - To calculate the cumulative to date view once received data from LA. To compare actual to forecast. | Report the current Month (return to BEIS within 10 days of Month end) | 1.) GREEN (ACCEPTABLE) - Less than 10% variation 2.) AMBER (COMFORTABLE) - 11% - 40% variation 3.) RED (AT RISK) - 40% - 100% variation | 90-100% Scheduled (GREEN - Less than 10% variation) |
| <u>KPI 2a: DELIVERY</u> Number of homes with the installation of all measures completed within month. | <i>Authority responsibilities</i> - To give monthly report using a Monthly Reporting Template (tbc). <i>Project Team responsibilities</i> - To calculate the monthly | Report the current Month (return to BEIS within 10 days of Month end) | 1.) GREEN (ACCEPTABLE) - Less than 10% variation 2.) AMBER (COMFORTABLE) - 11% - 40% variation | 90-100% Fulfilled (GREEN - Less than 10% variation) |

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| | | | | |
|--|---|---|---|---|
| | comparability actual to forecast. | | 3.) RED (AT RISK) - 40% - 100% variation | |
| KPI 2b: DELIVERY Cumulative number of homes with the installation of all measures completed compared to the cumulative forecast. | Authority responsibilities - To give monthly report using a Monthly Reporting Template (tbc). Project Team responsibilities - To calculate the cumulative to date view once received data from LA and to compare actual to forecast. | Report the current Month (return to BEIS within 10 days of Month end) | 1.) GREEN (ACCEPTABLE) - Less than 10% variation 2.) AMBER (COMFORTABLE) - 11% - 40% variation 3.) RED (AT RISK) - 40% - 100% variation | 90-100% Installations Completed (GREEN - Less than 10% variation) |
| KPI 3: REPORTING Submission of Performance Monitoring Data Monthly Report in an accurate and timely manner | Authority responsibilities - To give monthly report using a Monthly Reporting Template (tbc). Project Team responsibilities - To calculate the days late and for the system to flag gaps that need to be filled in. | Monthly (at the Month end) | 1.) GREEN (ACCEPTABLE) - 0 days 2.) AMBER (COMFORTABLE) - 1 - 2 days 3.) RED (AT RISK) - 3 days + | 100% complete and 0 days late |
| KPI 4: VALUE Actual funds spent (Capital, Admin & Ancillary costs – full Grant value) versus forecast within given month | LA responsibilities - To give monthly report using annex 8 - Monthly Reporting Template. Project Team responsibilities - To compare actual to forecast. | Report the current Month (return to BEIS within 10 days of Month end) | 1.) GREEN (ACCEPTABLE) - Less than 5% variation 2.) AMBER (COMFORTABLE) - 6% - 15% variation 3.) Red (AT RISK) - 15% - 100% variation Benchmarks maybe challenged if | 95-100% Fulfilled (GREEN - Less than 5% variation) |

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| | | | | |
|--|--|--|--|--|
| | | | cost savings transpire versus the original forecasts, however the volume of homes, number of measures and measure mix should stay the same. If this occurs then the Authority must inform the BEIS project team. | |
|--|--|--|--|--|

78. The Project Team will conduct a mid-term review to assess the overall performance of the Authority. The Authority will provide an update on delivering the outcomes for the Funding Period in line with their Proposal and this MOU. The Project Team will produce a Delivery Confidence Assessment (DCA), based on this update and the information from performance levels from monthly reports in accordance with paragraph 53. In the event that the mid-term review shows the Local Authority will not be able to utilise the allotted grant allocation, then the Local Authority will work with the project team on recovery to identify any resulting underspend and facilitate the prompt return of that underspend to BEIS.
79. The DCA will be conducted in accordance with the below.

| DCA | Example Description |
|-------------|---|
| Green | Project will deliver its full scope within the timescale agreed. |
| Green/Amber | While there are significant risks to the project these are being effectively managed, and delivery is still expected to be achieved to time and scope. |
| Amber | Project no longer expects to deliver the full scope within the timescale agreed. Corrective action(s) to improve performance should be identified and discussed with BEIS. |
| Amber/Red | Project delivery is at risk and corrective actions are not currently sufficient. There are severe risks threatening delivery of the project. This rating can also be used in other damaging circumstances such as when significant fraud has been |

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| | |
|-----|--|
| | perpetrated. A recovery plan may be required and/or projected underspend returned to BEIS. |
| Red | Project will not deliver the full scope within the specified timescales. A recovery plan would be requested and/or anticipated underspend returned to BEIS |

MONITORING, EVALUATION AND AUDIT

80. The Authority will support all activities in relation to monitoring, evaluation and audit. The Authority will:

- a. Respond fully, truthfully and promptly to any enquiries the Secretary of State, or the Comptroller and Auditor General, or their representatives, may make about the Proposal or the use of the Grant and provide any information and evidence reasonably requested, including by providing a statement of usage of the Grant (at such times, and in such form, as they may reasonably specify).
- b. Allow the Secretary of State, the Comptroller and Auditor General, and their representatives, access to all relevant documents and records, and reasonable access for inspecting any relevant site.
- c. Where requested, ensure that any information or evidence provided to the Secretary of State, the Comptroller and Auditor General, or their representatives, is audited by an identified and independent reporting accountant or otherwise confirmed or verified by a person of such other relevant expertise as they may reasonably specify; and
- d. Give reasonable assistance to the Secretary of State or the Secretary of State's contractors to carry out work in connection with the Grant throughout delivery of the Proposal and up to two years after completion of the Proposal, for example as part of the Secretary of State's ongoing monitoring and evaluation commitments.
- e. Cooperate with BEIS contractors on related evaluation projects (e.g., the Green Homes Grant Local Authority Delivery scheme (GHG-LAD), the Home Upgrade Grant (HUG), the Smart Meter Enabled Thermal Efficiency Ratings (SMETER) Innovation Programme and cooperate with the Secretary of State's appointed advisers.
- f. Provide a monthly report to BEIS via a secure Data Management System that is currently in development, containing a text description of that month's overall delivery progress, risk and issues encountered, evidence of due diligence to manage fraud risk and data on progress against each KPI (see Paragraph 77).
- g. Provide monthly record-level management information data on the status and characteristics of each installation delivered via the same platform. Please see Annex 8b for an example of the template we will provide for the submission of these reports. Further information is provided within the guidance document.

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- h. Include these data collection requirements in all relevant contracts with installers and delivery partners, ensuring they understand and accept them. Make available our standardised Privacy Notice (see Annex 6) to all data subjects, prior to the collection of data, to support compliance with data processing transparency requirements. Where explicit consent is required from data subjects, use either BEIS's consent statement (see Annex 9 and 10) or functional equivalent to capture this consent, and maintain logs of this in your data as per the requirements.
- i. Agree and sign a standardised Data Sharing Agreement (see Annex 5) between the Authority and the Secretary of State prior to the transfer of the above data.
- j. Demonstrate sufficient staffing resource in funding applications to manage the above requirements to an effective level of quality and maintain this level of resource for the full project duration.

RECORD KEEPING

81. The Authority will keep for ten years records relating to any spending funded (or defrayed) by the Grant. Such records should indicate:
- a) The identity of any third party concerned and their business.
 - b) The amounts any third party has been given.
 - c) The purpose for which the money was spent.
 - d) Evidence that contracts have been awarded in accordance with public procurement law where they are required to be; and
 - e) Details of and information relating to any significant sub-contracting by the Authority.

DATA PROTECTION

82. In so far as it is possible to do so in accordance with the Data Protection Act 2018, the UK General Data Protection Regulation (UK GDPR) and the Market Research Society Code regarding the collection and use of personal data for research and statistical purposes and all other law, the Authority agrees to collect information for evaluation and reporting purposes (referred to below as "the Information") in a way which:
- a. Allows it to share the Information with BEIS, in accordance with the principles set out in the Data Sharing Agreement (See Annex 5) and as referenced in the Monitoring, Evaluation and Audit section of this MoU.
 - b. Allows BEIS to share the Information with any of its research or evaluation service providers.

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- c. Allows BEIS to use the Information for research and statistical purposes (this does not include publishing the Information in a way that identifies individual households) provided always that BEIS complies with the provisions of the Data Protection Act 2018 and UK GDPR.
- d. Allows BEIS to keep names and contact details of the local authority and its delivery partners on file for use in the in-house CRM system to enable better relationship management (see the LA privacy notice in Annex 10).

FREEDOM OF INFORMATION

- 83. The Parties may be obliged to disclose information relating to the Sustainable Warmth Competition, the Grant, and the Proposal under the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or under another requirement of law.
- 84. The Parties will assist and cooperate with each other as reasonably requested to facilitate compliance with those requirements.
- 85. In the event that the Secretary of State provides information in response to a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, the Secretary of State may make that response publicly available for the purposes of transparency.

INTELLECTUAL PROPERTY

- 86. In undertaking the Proposal, the Authority will not infringe the intellectual property rights of any third party.
- 87. Where the Proposal gives rise to the generation of any intellectual property, the Authority will not subsequently seek to make profit from the use of such intellectual property, for example through the grant of licences.
- 88. Unless otherwise agreed by the Secretary of State, the Authority will allow the Secretary of State royalty free use of any intellectual property created whilst delivering the Proposal.

COMPLIANCE WITH THE LAW

- 89. The Authority will comply with all laws and regulatory requirements when delivering the Proposal (including, without limitation compliance with all laws and regulatory requirements relating to public procurement and subsidy control).
- 90. In signing this MOU, the Authority confirms that use of the Grant for the purpose of the Proposal and in accordance with the MOU is in compliance with all laws and regulatory requirements.

ANTI-DISCRIMINATION

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91. The Authority will comply with the requirements of the Equality Act 2010 and avoid any unlawful discrimination.

RESPONSIBILITY FOR EMPLOYEES, CONTRACTORS, AGENTS AND PARTNERS

92. The Authority will ensure that its employees, contractors, agents, partners and other local authorities or organisations it works with in delivering the Proposal (whether or not as part of a Consortium) comply with the commitments and principles set out in the MOU and will be responsible for any failure by them to meet those commitments and principles.

WARRANTIES

93. The Authority warrants that:
- a. It has full capacity and authority to deliver the Proposal and to enter into this MOU.
 - b. It will obtain any consents necessary to undertake the Proposal.
 - c. The information and evidence in its Proposal remains true, complete and accurate, and that its circumstances have not materially changed since submitting its Proposal; and
 - d. It does not know of the existence of any circumstances which might materially and adversely impact on its ability to undertake the Proposal or observe the provisions and principles of this MOU.

LIMITATION OF LIABILITY

94. The Authority confirms that the Secretary of State's liability to the Authority is limited to payment of the Grant (subject to the Authority meeting the commitments and principles of the MOU and its Annexes and to the Secretary of State's rights set out therein). The Authority remains entirely responsible for its risks and liabilities in undertaking the Proposal, and the Secretary of State will have no liability for any consequence, direct or indirect, that may arise through the Authority's undertaking of the Proposal or its use of the Grant.

ASSIGNMENT

95. The Authority will not assign or otherwise transfer to any other person the benefit of the Grant or any other benefit arising by virtue of this MOU without the approval in writing of the Secretary of State.

STATUS

96. This MOU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from this MOU. The Parties do, however, enter into the MOU intending to honour all their commitments under it.
97. Nothing in this MOU is intended to, or shall be deemed to, establish any partnership, joint venture or relationship of employment between the Parties, constitute either party as the agent of the other party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other party.

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Accordingly, the Authority will not hold itself out as having any such relationship with the Secretary of State.

FURTHER FUNDING

98. The Secretary of State is under no obligation to provide the Authority with any further funding in respect of the Proposal or for any other purpose. Performance under this MOU may be considered in decisions relating to use, return or redistribution of underspend or the distribution of further funding.

REFERENCES

99. In this MOU references to legislation are to that legislation as amended or re-enacted from time to time (including any amendment or re-enactment having taken place before the date of this MOU).

NOTICE AND COMMUNICATIONS

100. The Authority will be able to contact BEIS using the following email address:

| |
|---------------------------------------|
| sustainable.warmth@beis.gov.uk |
|---------------------------------------|

101. The Authority's Day to day contacts for the Department are:

| NAME | ROLE | EMAIL |
|------|--------------|-------------|
| | Main Contact | beis.gov.uk |
| | Project Lead | beis.gov.uk |
| | Comms Lead | is.gov.uk |
| | DD | is.gov.uk |
| | CRO | eis.gov.uk |

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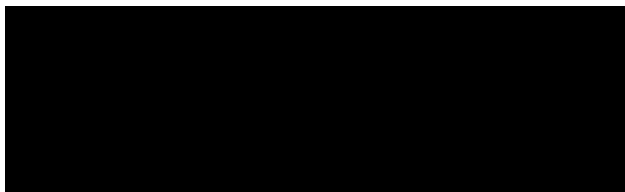
ESCALATION

102. If Secretary of State or the Authority has any issues, concerns or complaints about the Sustainable Warmth Competition, or any matter in this MOU, that party will notify the other party and the parties will then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within 21 days, the matter will be escalated to the senior management teams of both parties, which will decide on the appropriate course of action to take. If the matter cannot be resolved by the senior management teams within 60 (sixty) days, the parties will consider mediation as an alternative dispute resolution process.
103. If a party receives claims made by a supplier or requests for information made under the Freedom of Information Act 2000 in relation to the Sustainable Warmth Competition that party will promptly inform the Project Board (or its nominated representatives) of the matter.

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH
COMPETITION

Signed for and on behalf of the Secretary of State.

Signature



Name:



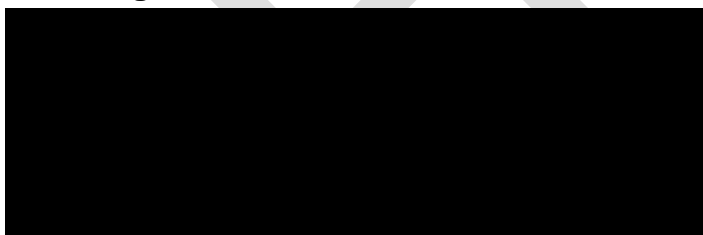
Position:

Deputy Director, Energy Efficiency and Local, Department for Business, Energy & Industrial Strategy

Date:

19/10/2021

Signed for and on behalf of the Authority.



Position: Assistant Director Environment

Date: 17.11.2021

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

DOCUMENTS TO BE PROVIDED

88. **Table 1: Documentation to be provided by the Authority before the Grant will be released and once LAs have been notified that their applications have been successful.**

| What needs to be provided? | Appendix |
|---|---|
| A signed copy of this MOU | This document |
| A signed copy of the Section 151 or Section 73 Officer declaration | Annex 1 (Fill in one for each scheme that has been applied for – LAD 3 or HUG 1) |
| A signed copy of the Section 31 Grant Determination Notice | Annex 2 |
| A completed Grant Claim Form including Bank Details (AP1A Form) | Annex 3 |
| Completed Risk Register | Annex 4 |
| A signed copy of the Data Sharing Agreement | Annex 5 |

Table 2: Additional documentation to be completed or acknowledged by the Authority as required.

| What needs to be provided? | Annex |
|---|-------------------------|
| Scheme Participation Privacy notice | Annex 6 |
| Approved Application Proposal (From the Authority's submission and approved through the Assessment Stage of the Grant application process) | Annex 7 |
| Monthly Report and Data Collection (monthly requirement for Authority as stated in KPI) | Annex 8a & b |
| LA Privacy Notice | Annex 9 |
| Scheme Participant Privacy notice guidance | Annex 10 |
| Change Request Form | Annex 11 |
| Oracle LA Registration Set-up Form | Annex 12 |

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH
COMPETITION

Annex 1: Section 151 or Section 73 Officer Declaration

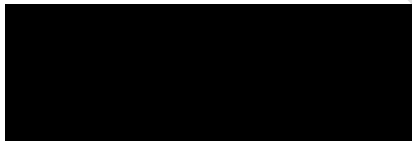
LOCAL AUTHORITY DELIVERY SCHEME (LAD Phase 3)

In my position as the Section 151 or Section 73 Officer for

Greater London Authority I confirm that:

- a) Greater London Authority will accept the grant funding that has been offered through the Local Authority Delivery Phase 3.
- b) The information and evidence pertaining to this grant claim is complete, true and accurate.
- c) Greater London Authority will ensure the delivery of the Services in accordance with the terms of the Proposal; and
- d) Greater London Authority will comply with the provisions of the Memorandum of Understanding in connection with its delivery of the Proposal.

SIGN



NAME:

[Redacted Name]

POSITION:

Executive Director of Resources

DATE:

18.11.2021

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH
COMPETITION

HOME UPGRADE GRANT (HUG Phase 1)

**In my position as the Section 151 or Section 73 Officer for
Greater London Authority I confirm that:**

- e) Greater London Authority will accept the grant funding that has been offered through the Home Upgrade Grant Phase 1.
- f) The information and evidence pertaining to this grant claim is complete, true and accurate.
- g) Greater London Authority will ensure the delivery of the Services in accordance with the terms of the Proposal; and
- h) Greater London Authority will comply with the provisions of the Memorandum of Understanding in connection with its delivery of the Proposal.

SIG

NAME:

POSITION:

Executive Director of Resources

DATE:

18.11.2021

Annex 2: Grant Determination

HOME UPGRADE GRANT PHASE 1 (Sustainable Warmth Competition)

DETERMINATION (2021: 31/5775)

The Secretary of State for Business, Energy & Industrial Strategy (“the Secretary of State”), in exercise of the powers conferred by section 31 of the Local Government Act 2003, makes the following determination:

Citation

1) This determination may be cited as the Home Upgrade Grant Phase 1 (Sustainable Warmth) Determination (21) **31/5775**.

Purpose of the grant

2) The purpose of the grant is to provide support to local authorities in England towards expenditure lawfully incurred or to be incurred by them.

Determination

3) The Minister of State determines as the authorities to which grant is to be paid and the amount of grant to be paid, the authorities and the amounts set out in Annex A.

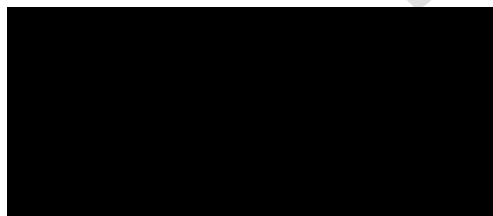
Grant conditions

4) Pursuant to section [31(3) and] 31(4) of the Local Government Act 2003, the Minister of State determines that the grant will be paid subject to the conditions in Annex B.

Treasury consent

5) Before making this determination in relation to local authorities in England, the Secretary of State obtained the consent of the Treasury.

Signed by authority of the Secretary of State for Business, Energy & Industrial Strategy



Deputy Director, Energy Efficiency and Local, Department for Business, Energy & Industrial Strategy

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

ANNEX A of the Grant Determination

| Authority to which grant is to be paid | Amount of grant. to be paid. |
|---|---------------------------------|
| Greater London Authority | £19,066,655.00 |

ANNEX B of the Grant Determination

GRANT CONDITIONS

GRANT CONDITIONS

1. Grant paid to a local authority under this determination may be used only for the purposes that a capital receipt may be used for in accordance with regulations made under section 11 of the Local Government Act 2003.

2. The Chief Executive and Chief Internal Auditor of each of the recipient authorities are required to sign and return to the team leader of the [REDACTED] Energy Efficiency and Local Division of the Department for Business, Energy and Industrial Strategy a declaration, to be received no later than 28th of April 2023, in the following terms:

“To the best of our knowledge and belief, and having carried out appropriate investigations and checks, in our opinion, in all significant respects, the conditions attached to Home Upgrade Grant Phase 1 No **31/5775** have been complied with”.

3. If an authority fails to comply with any of the conditions and requirements of paragraphs 1 and 2, the Minister of State may-

(a) reduce, suspend or withhold grant; or

(b) by notification in writing to the authority, require the repayment of the whole or any part of the grant.

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

4. Any sum notified by the Minister of State under paragraph 3(b) shall immediately become repayable to the Minister.

Date: 17.11.2021

LOCAL AUTHORITY DELIVERY PHASE 3 (Sustainable Warmth Competition)

DETERMINATION (2021: 31/5774)

The Secretary of State for Business, Energy & Industrial Strategy ("the Secretary of State"), in exercise of the powers conferred by section 31 of the Local Government Act 2003, makes the following determination:

Citation

- 1) This determination may be cited as the Local Authority Delivery Phase 3 (Sustainable Warmth) Determination (21) **31/5774**.

Purpose of the grant

- 2) The purpose of the grant is to provide support to local authorities in England towards expenditure lawfully incurred or to be incurred by them.

Determination

- 3) The Minister of State determines as the authorities to which grant is to be paid and the amount of grant to be paid, the authorities and the amounts set out in Annex A.

Grant conditions

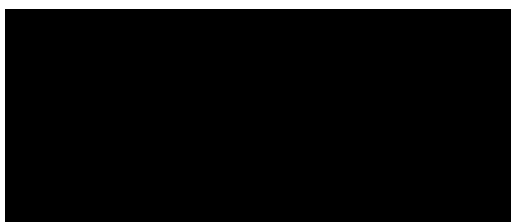
- 4) Pursuant to section [31(3) and] 31(4) of the Local Government Act 2003, the Minister of State determines that the grant will be paid subject to the conditions in Annex B.

Treasury consent

- 5) Before making this determination in relation to local authorities in England, the Secretary of State obtained the consent of the Treasury.

Signed by authority of the Secretary of State for Business, Energy & Industrial Strategy

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION



Deputy Director, Energy Efficiency and Local, Department for Business, Energy & Industrial Strategy

ANNEX A of the Grant Determination

Authority to which
grant is to be paid

Greater London Authority

Amount of grant.
to be paid.

£21,170,900.00

ANNEX B of the Grant Determination

GRANT CONDITIONS

GRANT CONDITIONS

1. Grant paid to a local authority under this determination may be used only for the purposes that a capital receipt may be used for in accordance with regulations made under section 11 of the Local Government Act 2003.

2. The Chief Executive and Chief Internal Auditor of each of the recipient authorities are required to sign and return to the team leader of the **Energy Efficiency and Local Division of the Department for Business, Energy and Industrial Strategy** a **declaration, to be received no later than 28th of April 2023**, in the following terms:

“To the best of our knowledge and belief, and having carried out appropriate investigations and checks, in our opinion, in all significant respects, the conditions attached to Local Authority Delivery Phase 1 No [**31/5774**] have been complied with”.

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

3. If an authority fails to comply with any of the conditions and requirements of paragraphs 1 and 2, the Minister of State may-

(a) reduce, suspend or withhold grant; or

(b) by notification in writing to the authority, require the repayment of the whole or any part of the grant.

4. Any sum notified by the Minister of State under paragraph 3(b) shall immediately become repayable to the Minister.

Date: 17.11.2021

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH
COMPETITION

Annex 3: Grant Claim Form

| SECTION 1 REQUESTER DETAILS | |
|-----------------------------|---|
| LOCAL AUTHORITY | Greater London Authority |
| BANK DETAILS | Royal Bank of Scotland London, Drumonds. 5 |
| PURCHASE ORDER NUMBER | SW202123 |
| CONTACT NAME | J. y |
| TELEPHONE NUMBER | |
| EMAIL ADDRESS | @london.gov.uk |

| SECTION 2 CLAIM DETAILS | |
|---|-------------|
| HOME UPGRADE GRANT PHASE 1 TOTAL TO BE CLAIMED | £19,066,655 |
| LOCAL AUTHORITY DELIVERY PHASE 3 TOTAL TO BE CLAIMED | £21,170,900 |
| DATE OF CLAIM | 19-11-2021 |

Claims may include VAT that the authority is not able to reclaim from HM Revenue & Customs or not likely to become able to claim.

| SECTION 6: SENIOR LOCAL AUTHORITY OFFICER'S DECLARATION | |
|--|--|
| <p>I confirm that I have considered the Authority's Proposal (included Proposal included as Annex 7 of the MOU) against which this Grant claim is made, as well as the principles set out in the Memorandum of Understanding for the Sustainable Warmth Competition, and that:</p> <ul style="list-style-type: none">a. The information and evidence pertaining to this Grant claim is complete, true and accurate.b. We will comply with the principles set out in the Memorandum of | |
| Sig | |
| Pri | |

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH
COMPETITION

Position: Assistant Director, Environment

Date: 17-11-2021

FINAL

Annex 4: Risk Register

RISK MANAGEMENT

This annex consists of

- a. A risk register to be completed as part of the monthly reporting by the Authority, in relation to the specified risks in relation to completion of KPI's and the Authorities Performance and any other risks it believes are relevant to the scheme.
- b. A risk rating matrix to assist with scoring risks; and
- c. An explanation of the risk rating colours.

Risk register

Template to be provided to the Authority as part of the monthly reporting in tab 'Performance Monitoring (KPI's)'

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

RISK RATING MATRIX

RAG rating is demonstrated in the following grid set out in departmental guidance:

| | | PROBABILITY | | | | |
|----------|-----------|-------------|-----|--------|------|-----------|
| | | Very Low | Low | Medium | High | Very High |
| SEVERITY | Very High | | | | | |
| | High | | | | | |
| | Medium | | | | | |
| | Low | | | | | |
| | Very Low | | | | | |

Key reference

Red = Red

Orange = Amber/Red

Light Green = Amber/Green

Green = Green

Annex 5: Data Sharing Agreement

BEIS Data Sharing Agreement (DSA)

Sustainable Warmth Competition

Data Sharing Agreement

Between:

**The Secretary of State for Department for
Business, Energy & Industrial Strategy and**

Greater London Authority

V1

29th October 2021

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

Glossary of key terms

In this Agreement the following words and phrases will have the following meanings:

| | |
|-------------------------|---|
| “Authority” | Greater London Authority |
| “BEIS” | means the Department for Business, Energy & Industrial Strategy |
| “Partners” | means partners to this Agreement, namely the Secretary of State for Department for Business, Energy & Industrial Strategy and <i>the Authority</i> |
| “DPA” | means the Data Protection Act 2018 |
| “DSA” | means Data Sharing Agreement |
| “FoIA” | means the Freedom of Information Act 2000 |
| “SW” | the Sustainable Warmth Competition |
| “UK GDPR” | means the UK version of Regulation (EU) 2016/679 – the General Data Protection Regulation |
| “Controller” | have the meanings given in the DPA |
| “Processor” | |
| “Data Subject” | |
| “Processing” | |
| “Personal data” | |
| | |
| “Special Category data” | <i>means personal data as referred to in Article 9(1) of the UK GDPR</i> |
| “MOU” | <i>means the Memorandum of Understanding between the Secretary of State for Department for Business, Energy & Industrial Strategy and the Authority dated week commencing 25th of October 2021 to record their understanding regarding the Grant funding</i> |

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

| | |
|------------------------------------|--|
| “Grant” | has the meaning given in the MOU |
| “Eligible Measures” | have the meanings given in the MOU |
| “Eligible Household” | |
| “Eligible Contractor” | |
| “Project Team” | has the meaning given to it in the MOU |
| “Proposal” | has the meaning given to it in the MOU |
| “SW performance monitoring data” | has the meaning given to it in paragraph 15 of this DSA |
| “SW scheme delivery data” | has the meaning given to it in paragraph 16 of this DSA |
| “SW Fraud and Non-Compliance data” | has the meaning given to it in paragraph 17 of this DSA. |
| “SW funding duplication data” | has the meaning given to it in paragraph 19 of this DSA |
| “Funding Period” | has the meaning given to it in the MOU |

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH
COMPETITION

Signatory Details

| | |
|---|---|
| BEIS Agreement Owner | <ul style="list-style-type: none">██████████, Deputy Director, Energy Efficiency and Local, Department for Business, Energy & Industrial Strategy, ██████████ |
| [insert name of partner organisation] Agreement Owner | Name: ██████████ Job Title: Programme Manager - Warmer Homes Contact Details: ██████████ london.gov.uk |

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

Introduction

1. This Data Sharing Agreement (DSA) sets out the data sharing arrangements between the Partners in relation to SW. It covers personal data being shared by the Authority with BEIS and personal data shared by BEIS with the Authority.
2. SW is supported by grant funding to the Authority from the Secretary of State for Business, Energy and Industrial Strategy in accordance with the MOU.
3. The primary purpose of SW is to raise the energy efficiency rating of low income and low EPC rated households, this is expected to result in the following outcomes.
 - Tackle fuel poverty by increasing low-income household's energy efficiency rating while reducing their energy bills;
 - Support clean growth and promoting global action to tackle climate change;
 - Support economic resilience and a green recovery in response to the economic impacts of Covid-19, supporting thousands of jobs; and
 - Use learnings from the delivery experience to inform the development and design of further energy efficiency and heat schemes.
4. The Authority has committed to spend the Grant to deliver Eligible Measures to Eligible Households, using Eligible Contractors.
5. Under paragraph 75 of the MOU, in so far as it is possible to do so in accordance with the DPA and UK GDPR, the Authority has agreed to collect information for evaluation and reporting purposes (referred to below as "the Information") in a way which:
 - Allows it to share the Information with BEIS;
 - Allows BEIS to share the Information with any of its research or evaluation partners; and
 - Allows BEIS to use the Information for research and statistical purposes (this does not include publishing the Information in a way that identifies individual households) provided always that BEIS complies with the provisions of the Data Protection Act 2018 and UK GDPR.
6. Under paragraphs 71 and 72 of the MOU, the Authority will provide a monthly report to the Project Team (called " Key Performance Indicators (KPI) data" in the MoU). The KPI data will cover activity from the first day of the month to the last and will need to be provided on or before the 10th working day of the following month. The Monthly Report shall detail monthly progress against KPIs stipulated in the Proposal, the top 5 risks and issues and any incidents of fraud, and an overall delivery confidence rating. There is also space to highlight any items

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

the Authority wishes to escalate for attention by BEIS. The Authority will report to the Project Team on the performance of the project(s) set out in their Proposal, in line with the stated KPIs using a Monthly Report online reporting platform which is currently in development. This data will not include personal data. This data is referred to as the “SW performance monitoring data” in this DSA to differentiate it from the personal data that will be shared. Paragraphs 15 to 19 of this DSA define each dataset covered by this DSA.

- 7.** Under paragraph 75 of the MOU and as set out in the monitoring and evaluation section of the SW guidance document, the Authority is required to provide additional detailed information on a monthly basis to support a detailed evaluation of the overall scheme. This is expected to include personal data. This data is referred to as “SW scheme delivery data” in this DSA. Further details of the personal data to be shared are set out in Annex 10 of the MoU.
- 8.** In addition to the SW scheme delivery data, it may be necessary for the Authority to share data relating to any suspected fraudulent activity with BEIS on an ad-hoc basis, as stipulated in paragraph 70 of the MOU. This is also expected to include personal data. This data is referred to as “SW Fraud and Non-Compliance data” in this DSA.
- 9.** Under paragraph 28 of the MOU, funding LAs receive from the SW cannot be blended with other government schemes such as ECO, Green Homes Grant Vouchers, or the Social Housing Decarbonisation Fund Demonstrator (SHDF Demonstrator), for the same individual measure. BEIS and/or its delivery partners for other government schemes may undertake data matching between the data shared by the Authority and other datasets to check that relevant blending or duplication of funding has not taken place. Where a potential case of such blending or duplication of funding is identified, BEIS may notify the Authority. Such notification would be expected to involve the sharing of personal data. This data is referred to as “SW funding duplication data” in this DSA.
- 10.** This DSA documents the lawful basis for this data sharing initiative, what information will be shared and how. The Partners have entered into this DSA to demonstrate that data protection and privacy requirements have been taken into account, to set out how use of information meets the data protection principles, and how the rights of data subjects are protected. All of the obligations in this DSA are subject to compliance with the law (including the DPA and UK GDPR).
- 11.** This DSA is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Partners from this DSA. Nothing in this DSA is intended to, or shall be deemed to, establish any partnership, joint venture or relationship of employment between the Partners, constitute either Partner as the agent of the other Partner, nor authorise either of the Partners to make or enter into any commitments for or on behalf of the other Partner. This DSA does not create a legal power for either Partner to lawfully exchange and process personal information, and it does not provide indemnity from action under any law. It does not remove or reduce the legal obligations or responsibilities on any Partner. The Partners enter into this DSA intending to honour its provisions.

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

12. This DSA will commence when it has been signed by or on behalf of both Partners and will terminate one year after the end of the Funding Period or, if later, one year after receipt by BEIS of the final transfer of the SW scheme delivery data in accordance with paragraph 22 of this DSA.

Principle 1 - lawfulness, fairness and transparency

13. The sharing of the personal data, as described above, is necessary for BEIS to review the operation of SW and effectively assess whether SW has met the objectives set out in paragraph 3 of this DSA as well as for statistical, policy research and fraud prevention purposes. For this, BEIS require details of the measures installed under SW as well as the consumers, installers and properties involved in those installations. Principle 2 - purpose limitation further below sets out the detailed purposes for which processing of data under this DSA are needed.

Data items to be shared

14. The Authority has agreed to provide BEIS with data in three formats, as described below.
15. **SW performance monitoring data.** As set out in the MOU and referred to in paragraph 6 above, the Authority will provide a monthly update of aggregate data to allow monitoring of scheme progress against agreed targets. This summary aggregate data is not expected to include personal data and as such the controls and procedures specified in this agreement do not apply. The SW performance monitoring data is only defined here in order to ensure understanding of the other data types is clear.
16. **SW scheme delivery data.** As set out in the MOU and supplementary guidance (and referred to in paragraph 7 above), the Authority is required to provide detailed data covering their delivery of SW. This data is expected to include personal data. Annex 10 in the MoU sets out the draft SW Data Dictionary. In summary the types of data to be shared are:
- the addresses and corresponding details of properties applying, or being referred, for installation of a measure;
 - contact details for the occupants and owners (if different) of the property where the installation took place, as well as details about how and why they were identified by the Authority for participation in SW and details about any financial contributions they have made towards the cost of the installation (see paragraph 18 below);
 - details of the energy efficiency or low carbon heating system installed, including type, size and cost;
 - details of any additional funding used to support the installations, for example from the owners, landlords or other third parties;

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

- pre and post-installation property SAP or RdSAP assessments with scores;
- details of the installers in relation to each installation of a SW measure, including their contact details and any relevant accreditation or registration information; and
- contact details for households offered an installation but who do not accept.

17. SW Fraud and Non-Compliance data. As set out in the MOU and referred to in paragraph 8 above, data relating to suspected fraudulent activity is expected to be shared by the Authority with BEIS on an ad-hoc basis. The sharing of this data would be carried out where either a) the Authority is required by BEIS to share details of fraud or non-compliance to support an audit or review of SW, or b) where the Authority requires support or assistance from BEIS in addressing issues of fraud or non-compliance. The format of the SW Fraud and Non-Compliance data is not prescribed in this DSA, at a minimum it would include the property address and installer name of the installation concerned and any other information relevant to the fraud or non-compliance identified.

18. In addition to personal data, the SW scheme delivery data and SW Fraud and Non-Compliance data shared by the Authority with BEIS is expected to include data which may be considered commercially sensitive to the Authority's installers and sub-contractors. Below are the data sets of commercially sensitive information which are expected to be shared on a regular basis by the Authority with BEIS:

- how much installers charge them to deliver the SW installations;
- how much it costs them to administer SW; and
- how much property owners or other third parties have contributed to the cost of the installations (note that this could be personal data as well).

19. SW funding duplication data. As referred to in paragraph 9 above, BEIS and/or its delivery partners on other government schemes may match the SW scheme delivery data and SW Fraud and Non-Compliance data with other datasets to check that ineligible blending or duplication of funding has not taken place. Where a potential case of ineligible blending or duplication of funding is identified, BEIS may notify the Authority and share data with the Authority relating to the suspected duplication or blending of funding that has been identified. Such notifications would be on an ad-hoc basis as required and would be expected to include personal data collected under other government schemes. The Authority will only use the SW funding duplication data for the purposes of fraud prevention and supporting the administration of SW. The data shared is expected to include (but is not limited to):

- The address of the relevant property
- The relevant measure
- The date of installation
- The name of the government scheme under which the installation was funded.

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

How data will be shared

- 20.** The Authority will share the SW scheme delivery data and SW Fraud and Non-Compliance data with the BEIS Energy Statistics team. The SW scheme delivery data and SW Fraud and Non-Compliance data will be shared in a password-protected report, for example using Egress, a Secure FTP or platform, restricted folders on Sharepoint or another method which has been approved by the BEIS Departmental Security Officer as being suitable for the transfer of personal data.
- 21.** Once the Authority has provided the SW scheme delivery data and the SW Fraud and Non-Compliance data to BEIS, BEIS may in turn share this data with other third parties, including other Government Departments and its third party contractors. These arrangements are detailed further below in relation to purpose limitation.
- 22.** In line with paragraph 7 of this DSA, the SW scheme delivery data will be shared by the Authority on a monthly basis for the duration of the Funding Period or, if later, until the Authority has shared with BEIS the SW scheme delivery data in relation to each installation the Authority has delivered under SW. In line with the SW 1 guidance documents, the Authority will share SW scheme delivery data relating to an installation no later than the 10th working day of the month following the installation.
- 23.** SW Fraud and Non-Compliance data will be shared by the Authority with BEIS on an ad-hoc basis as and when issues of fraud and non-compliance are identified.
- 24.** BEIS will share the SW funding duplication data with the Authority in a password-protected report, for example using Egress, a Secure FTP, restricted folders on Sharepoint or another method which has been approved by the BEIS Departmental Security Officer as being suitable for the transfer of personal data.
- 25.** BEIS and the Authority will store all personal data received under this DSA in restricted access folders held on a restricted access secure server. Further information about the safekeeping of the data is set out further below under Principle 6 - integrity and confidentiality.
- 26.** Where BEIS share the SW scheme delivery data and SW Fraud and Non-Compliance data with third parties (including other government departments) as specified in paragraphs 37 to 39, the data will be shared in a password-protected report, for example using Egress, a Secure FTP, restricted folders on Sharepoint or another method which has been approved by the BEIS Departmental Senior Security Advisor as being suitable for the transfer of personal data.

Legal Gateways

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

27. Except as provided for in paragraph 28 below, the lawful basis for the Partners sharing the personal data covered by this DSA and for the Partners processing the data in the way described in this DSA is that it is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller (Article 6(1)(e) of the UK GDPR). Specifically, this data sharing and processing is required in order for:

- LA to add any specific LA functions that are supported by SW data sharing:

The Mayor to carry out his functions in relation to the mitigation of climate change as set out in the Greater London Authority Act 2007

- BEIS Secretary of State to carry out his functions in relation to fuel poverty as set out under the Warm Homes and Energy Conservation Act 2000 and the Fuel Poverty (England) Regulations 2014; and
- LA to confirm content with this and, if so, add further relevant examples:

Confirmed

each Partner to carry out their functions as regards effectively managing the spending of public funding, including BEIS being able to review how and where the SW funding is spent, including decisions as to whether further tranches of funding should be provided to the Authority as well as assessing whether the funding has achieved its objectives.

The full list of purposes for which processing of data under this DSA is needed are set out under Principle 2 – Purpose Limitations below.

28. LA to confirm content with legal gateway:

Confirmed

The lawful basis for the Authority sharing with BEIS, and BEIS using, the personal data covered by this DSA to re-contact consumers in the way described in this DSA is that the data subject has given consent for BEIS or its contractors to re-contact him or her (Article 6(1)(a)).

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

As per paragraphs 75 and 77 of the MOU, it is the responsibility of the Authority to seek to obtain the relevant consent in accordance with the DPA and UK GDPR.

Data Controller relationship

- 29.** BEIS is an independent controller for the personal data it shares with the Authority under this DSA. Except to the extent the Authority informs BEIS otherwise in writing prior to the data share, the Authority is an independent controller for the personal data it shares with BEIS under this DSA. Each Partner becomes an independent controller on receipt of any personal data shared with them by the other Partner.

Transparency

- 30.** The Authority accepts responsibility for not only providing privacy information to all installers, whether their own or sub-contracted, but also for ensuring that all installers provide privacy information to households and landlords to whom a measure is promoted in compliance with the DPA and the UK GDPR. In addition, the Authority will ensure that the privacy information includes content which alerts the data subject to the fact that their personal data will be passed from the installer to the Authority, and then from the Authority to BEIS. The privacy information will state that, in addition to the data being used for management and delivery of the scheme, BEIS may also use some of the data for evaluation, auditing, research, statistical and fraud prevention purposes. The privacy information will also indicate that the data may also be linked to other data sources held by BEIS and other Government departments, and shared with Ofgem, BEIS contractors and other third parties, for these purposes. BEIS have provided a privacy notice (see Annex 6 of the MoU) for this purpose which the Authority has responsibility for ensuring is shared with data subjects.
- 31.** The Authority accepts responsibility for seeking to obtain explicit consent from households, landlords and installers to be recontacted for the purposes of evaluation of SW and further research and evaluation. The Authority will maintain evidence of consent and share this with BEIS in the SW scheme delivery data. The Authority will inform BEIS should it become aware of a withdrawal of consent.
- 32.** As part of BEIS's and the Authority's ongoing UK GDPR compliance, their respective privacy notices are regularly updated as required to ensure that the data subject's rights are complied with.

Principle 2 - purpose limitation

- 33.** The Authority will, as necessary, disclose personal data to BEIS. The primary purposes for sharing and processing the data covered by this DSA are to:

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- support the administration of SW,
- support an assessment of whether SW has achieved its objectives,
- support BEIS to effectively publish statistical reports relating to SW,
- support an evaluation of SW and associated home energy policies, and
- support effective management of fraud and non-compliance under SW.

34. As set out in the SW guidance documents, SW cannot be blended with other government schemes such as the Energy Company Obligation (ECO) for the same individual measure, or in the case of the Renewable Heat Incentive (RHI) can be blended subject to RHI rules. BEIS may therefore use the SW scheme delivery data and SW Fraud and Non-Compliance data to identify where installations may be receiving funding under more than one Government scheme. This will entail BEIS or delivery partners for other relevant schemes carrying out data matching of addresses to look for potential duplication. This may entail BEIS sharing data with delivery partners of those other schemes, for example Ofgem who administer the Energy Company Obligation and the Renewable Heat Incentive. In the future this may involve delivery partners of other schemes. Details of the onwards sharing are set out in paragraph 37. Where relevant blending of or duplication of funding is identified, BEIS may share personal data with the Authority in the form of the SW funding duplication data to enable the Authority to effectively manage their delivery and for fraud prevention.

35. In addition, BEIS may use some of the data shared by the Authority to review and develop Government policy, and for research, evaluation and statistical purposes and may, for these purposes, link the data with other data sources held by BEIS and other Government departments. The following are examples of analysis and research that are expected to be undertaken:

- analysing whether the presence of SW installations leads to a significant change in energy consumption by matching SW measures data to the National Energy Efficiency Database, and Cavity Insulation Guarantee Agency or other related similar operational databases;
- linking the SW scheme delivery data to other record level data from other centrally administered energy efficiency programmes (within an address spine), enabling BEIS to assess the following without double counting properties:
 - progress against fuel poverty targets;
 - insulation levels for the overall housing stock in Great Britain, and impact on remaining potential for cavity wall, solid wall and loft insulation;

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- the characteristics of recipients (e.g. location, property type, tenure, vulnerability group) to inform future policy making;
 - interaction between SW and the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015.
 - address matching SW installations through the National Energy Efficiency Data-Framework to maintain a central database of property characteristics, household characteristics, energy consumption and EPCs.
- 36.** This is not an exhaustive list of purposes for which the data might be used. For example, SW scheme delivery data may be used to answer a number of internal (to BEIS) ad-hoc requests and this DSA does not cover the use of data for other external purposes.

Onward disclosure

- 37.** In order to effectively audit and manage SW and other Government schemes, BEIS may need to share the SW scheme delivery data and SW Fraud and Non-Compliance data with delivery partners of current or future energy efficiency or low carbon heating government support schemes. This ensures that SW funded installations are not already or subsequently subsidised under other Government schemes, or in the case of the Renewable Heat Incentive (RHI) or successor schemes, in breach of the RHI rules. Where this data sharing is necessary BEIS will put a data sharing agreement in place with the relevant delivery partner to support sharing of the data.
- 38.** BEIS may share SW scheme delivery data and SW Fraud and Non-Compliance data with its third party contractors to support the delivery of research and evaluation or for auditing SW installations to confirm compliance with scheme guidance. This data sharing will be based on a contractual relationship with the third parties and a data sharing agreement will be put in place for this purpose. The Authority may share the personal data with its third party contractors subject to review and approval of the third party contractor by the Authority's Information Asset Owner. In this scenario, the Authority would be the controller for the personal data and the third party contractor would be the processor.
- 39.** BEIS may need to share SW scheme delivery data and SW Fraud and Non-Compliance data with other Government departments where it is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the department (Article 6(1)(e) of the GDPR). A data sharing agreement would be put in place for this purpose.
- 40.** The exact data items that will be included within the onward disclosures listed above cannot be confirmed at this stage. BEIS will comply with the 'data minimisation' principle set out in UK GDPR Article 5(1)(c) and ensure that the onward disclosure of data is restricted to only that data required by the third party to support the purpose for which the data is shared.

Principle 3 - data minimisation

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- 41.** Each Partner organisation confirms that the information being shared under this DSA is the minimum amount of personal data that is necessary to achieve the purposes for which it is being shared.

Principle 4 - accuracy

- 42.** In line with the monitoring and evaluation section of the SW guidance documents, the Authority will carry out a series of checks on the accuracy of SW scheme delivery data, and the SW Fraud and Non-Compliance data before it is shared with BEIS. These checks include:
- checking the eligibility of the households and installers;
 - checking for data completeness; and
 - carrying out data validation checks.
- 43.** BEIS will also conduct checks of the SW scheme delivery data it receives from the Authority in order to identify reporting errors, double counting or ineligible households or installers.
- 44.** If, after personal data has been passed from the Authority to BEIS, or from BEIS to the Authority, either Partner identifies an error in that information then the following process for correcting the error will apply:
- A Partner will notify the other Partner within five working days of identifying an error in the personal data.
 - For the SW scheme delivery data and SW Fraud and Non-Compliance data, the Authority will then:
 - a.** take reasonable steps (including liaising with the relevant installer) to clarify and correct the data, and
 - b.** promptly notify BEIS of any correction to the data.
 - For the SW funding duplication data, BEIS will then:
 - a.** take reasonable steps (including liaising with any relevant delivery partner(s)) to clarify and correct the data, and
 - b.** promptly notify the Authority of any correction to the data.

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Principle 5 - storage limitation

- 45. BEIS will retain the SW scheme delivery data and SW Fraud and Non-Compliance data for up to 25 years after the end of the Funding Period for the purposes noted above. SW performance monitoring data is not subject to a specified retention period since it does not contain any personal data. In line with the storage limitation principle (UK GDPR Article 5(1)(e)) BEIS will review the SW scheme delivery data and SW Fraud and Non-Compliance data it holds at the end of the Funding Period and at regular periods thereafter to ensure that data is only retained for as long as it is needed up to the full 25 years.
- 46. The Authority will retain the SW scheme delivery, SW Fraud and Non-Compliance data and SW funding duplication data in accordance with its retention and disposal policy.
- 47. Partners will destroy or delete all personal data at the end of the retention periods using a process that is in line with their existing data destruction processes.
- 48. The use of anonymised or pseudonymised data will be considered as the primary form of data sharing with parties outside of BEIS. Only where the required purpose cannot be achieved using anonymised or pseudonymised data will identifiable personal data be shared.
- 49. In order to achieve the purposes, set out in Principle 2 (purpose limitation) above, identifiable personal data, rather than anonymised or pseudonymised data, is required to be processed by the designated BEIS teams referred to in paragraph 53 of this DSA. As set out in paragraph 54 of this DSA, non-designated BEIS teams will only have access to anonymised data.

Principle 6 - integrity and confidentiality

- 50. The following information security measures will be put in place by BEIS and the Authority to ensure the safekeeping of the data shared with it as covered by this DSA, including, and with particular reference to, the personal data. The Partners agree to work and comply with their respective information assurance and data protection policies.

Greater London

- 51. BEIS will hold the SW scheme delivery data on the Cloud Based Analytical System (CBAS), BEIS' IT system for analytical software and data storage. Information on CBAS will be classified as OFFICIAL-SENSITIVE-PERSONAL and will be restricted to named individuals. Access requires provision of a username, password and one-time passcode issued to the users mobile device. All CBAS servers comply with ISO 9001, ISO 14001 and ISO 27001. BEIS will hold the SW Fraud and Non-Compliance data in a secure Sharepoint folder with access

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controls limiting access to those on the SW data access list. For reference, the SW performance monitoring data will be held in an unrestricted Sharepoint folder.

- 52.** Only designated BEIS teams and nominated third parties, in line with paragraphs 48 and 49 of this DSA, will be able to access the SW scheme delivery data and the SW Fraud and Non-Compliance data containing the personal data. BEIS acknowledges and agrees that:
- the designated BEIS teams will be named in an internally held SW data access list and kept to a reasonable minimum;
 - it will maintain the SW data access list and share it with the Authority as required on request;
 - BEIS will require that the mandatory annual “Responsible for Information” eLearning, or equivalent, will be completed by all persons within those teams granted access.
- 53.** Only designated teams within the Authority and nominated third parties will be able to access the SW funding duplication data. The Authority acknowledges and agrees that:
- the designated teams will be named in an internally held SW funding duplication data access list and kept to a reasonable minimum;
 - it will maintain the SW funding duplication data access list and share it with BEIS as required on request;
 - the Authority will require that appropriate information handling training will be completed by all persons within those teams granted access.
- 54.** Non-designated teams within BEIS may also use an anonymised version of the SW scheme delivery data and SW Fraud and Non-Compliance data, that excludes address and any record-level identifiers, for internal analysis only. BEIS will only publish aggregate results that meet the requirements of Principle T6.4 of the Code of Practice for Official Statistics on confidentiality. Generally the underlying data will not be published by BEIS, however, in order to comply with the Government Social Research Publication Protocol, BEIS may publish datasets resulting from SW participant surveys. The publication of this data may require inclusion of data extracted from the SW scheme delivery data, however, publication in this instance would only be conducted where the data could be fully anonymised and complies with Principle T6.4 of the Code of Practice for Official Statistics on confidentiality.

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55. [REDACTED], the Project Director for SW (or successor) has been appointed as the BEIS Information Asset Owner of the SW scheme delivery data and SW Fraud and Non-Compliance data and, as such, is ultimately responsible for the security of the SW scheme delivery data and SW Fraud and Non-Compliance data provided by the Authority.
56. *Asset name and role:*
[REDACTED] **the Programme Manager for Warmer Homes**
[REDACTED] (or successor) has been appointed as the Authority's Information Asset Owner of the SW funding duplication data and, as such, is ultimately responsible for the security of the personal data provided by BEIS under this DSA.
57. All Partners confirm that, as a minimum, they have considered the risks of the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to any personal data processed under this DSA, and have arrangements in place to manage or mitigate these risks.

Principle 7 - accountability

58. All Partners confirm that they can demonstrate compliance with the data protection principles.
59. BEIS confirms that the processing of the SW scheme delivery data, the SW Fraud and Non-Compliance data and SW funding duplication data covered in this DSA will be added to BEIS's existing central record of processing.
60. The Authority confirms that the processing of the SW scheme delivery data, the SW Fraud and Non-Compliance data and SW funding duplication data covered in this DSA (this will be included in the Authority's existing central record of processing / does not need to be included in the Authority's existing central record of processing because.... LA to complete)
The processing of the SW scheme delivery data, the SW Fraud and Non-Compliance data and SW funding duplication data covered in this DSA will be included in the Authority's existing central record of processing

Rights of data subjects

The rights of data subjects are set out in the table below:

| <i>Right to:</i> | <i>Applies?</i> | <i>If yes, are any additional actions required. If no, why this right does not apply.</i> |
|------------------|-----------------|---|
|------------------|-----------------|---|

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| | | |
|---|---|---|
| <i>Transparent information (Article 12)</i> | Y | The Authority takes responsibility for ensuring that appropriate fair processing and privacy notices are provided to data subjects. |
| <i>Information when data collected from data subject (Article 13)</i> | Y | The Authority takes responsibility for ensuring that appropriate fair processing and privacy notices are provided to data subjects. |
| <i>Information when data collected from elsewhere (Article 14)</i> | Y | The Authority takes responsibility for ensuring that appropriate fair processing and privacy notices are provided to data subjects, either by itself or by the installers working on its behalf. |
| <i>Access by data subject (Article 15)</i> | Y | Where either Partner receives a data access request from a data subject, this will be actioned in line with the relevant Partner's existing policies for handling such requests. |
| <i>Rectification (Article 16)</i> | Y | Where a Partner receives a rectification request from a data subject, this will be communicated to the other Partner within 5 working days. Where this request results in concluding there is an error in the original data, this will be notified to the other Partner within 5 working days. |
| <i>Erasure (Article 17)</i> | Y | Where a Partner receives an erasure request from a data subject, this will be communicated to the other Partner within 5 working days. The eligibility of each erasure request will be reviewed by each Partner in line with article 17 of the UK GDPR and a decision made regarding the nature of the processing undertaken by that Partner. |
| <i>Restriction of processing (Article 18)</i> | Y | Data subjects have the right in certain circumstances (for example, where accuracy is contested) to request that the processing of their personal data is restricted. Where a Partner receives a restriction of processing request from a data subject, this will be communicated to the other Partner within 5 working days. |
| <i>Notification regarding rectification, erasure, or restriction</i> | Y | BEIS will notify any parties with whom it has shared the data within 5 working days of an action being taken under a request for |

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| | | |
|---|---|--|
| <i>(Article 19)</i> | | rectification, erasure or restriction, unless this proves impossible or involves disproportionate effort. |
| <i>Data portability (Article 20)</i> | Y | The personal data processed by BEIS under this DSA is not provided by the data subject to BEIS and is not processed by BEIS on the basis of consent (other than for re-contact purposes) or for the performance of a contract. |
| <i>Object to processing (Article 21)</i> | Y | Data subjects may object to the processing of their data, but the request may be refused if it would prevent the administration and auditing of the scheme and use of the data for fraud prevention and/or statistical purposes. Data subjects will be notified of their right to object via the fair processing and privacy notices mentioned above in relation to articles 12, 13 and 14 of the UK GDPR and for which the Authority takes responsibility. Where a Partner receives an Object to Processing request from a data subject, this will be communicated to the other Partner within 5 working days. |
| <i>Automated decision-making and profiling (Article 22)</i> | N | It is not expected that automated decision-making or profiling will be required under this DSA. |

Governance and administration

Data Protection Impact Assessments

61. BEIS is completing a Data Protection Impact Assessment for the processing that it will undertake in relation to this DSA. The DPIA considers BEIS's processing activities including analysis and publication of data for statistical reasons and sharing of data with its third party contractors and delivery partners of relevant schemes. The DPIA is available on request.
62. [State here whether the LA has completed a Data Protection Impact Assessment (DPIA) and, if so, whether it covers this data share and whether it has been or will be published. If no DPIA has been completed, explain why this was not necessary.]

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The Authority has not carried out a DPIA for the processing of personal data carried out under this DSA to date. The Authority considers that its processing activities neither meet the criteria where a DPIA is necessary, either in line with the criteria set out under current data protection legislation or as set out in the authority's DPIA practices, nor will result in any significant risks for the data subjects.

Offshoring

63. Personal data shared with BEIS will be stored on its IT infrastructure and may therefore also be shared with its data processors Microsoft and Amazon Web Services. The data may therefore be transferred and stored securely outside the UK and European Economic Area. Where that is the case it will be subject to equivalent legal protection through the use of Model Contract Clauses.

Data processors and sub-processing

64. BEIS may share personal data with its third party contractors to support the evaluation and auditing of SW as well as for statistical, research and fraud prevention purposes. The third party contractors will be processors for BEIS.
65. The Authority may share the SW funding duplication data with its third party contractors to support the administration of SW. The third party contractors will be processors for the Authority.

Consultation

66. BEIS consults with the BEIS Data Protection Officer in the process of completing its DPIA. Data subjects will not be consulted before the processing covered by this DSA commences, however, data subjects will be notified of the data processing as per paragraph 30.

67. (State here whether LA has consulted with their Data Protection Officer, or otherwise (for example through the DPIA process) obtained specialist data protection advice. Also state whether data subjects or their representatives have been, or will be consulted before the processing covered by this Agreement commences.)

The Authority has consulted with its Data Protection Officer prior to entering into this agreement to ensure all appropriate measures are in place to support the processing of personal data under this DSA. The Authority has also assessed that the data subjects do not need to be consulted prior to the processing of personal data under this DSA, but will ensure data subjects are informed about the processing of their personal data according to this paragraph 30, and their obligations under UK GDPR and DPA.

Automated decision-making and profiling

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68. It is not expected that any automated decision-making or profiling will be undertaken by BEIS with the SW scheme delivery data or SW Fraud and Non-Compliance data, or by the Authority with the SW funding duplication data.

Necessity and proportionality

69. BEIS is completing a DPIA regarding the processing covered by this DSA, including a consideration of necessity and proportionality. The proposed processing is deemed as necessary and proportionate.

Freedom of Information Requests

70. Partners subject to the requirements of FoIA and the Environmental Information Regulations 2006, will assist and cooperate with each other, to enable each to comply with its information disclosure obligations.
71. Where a request for information under FoIA or the Environmental Information Regulations 2006 is received by a Partner to this DSA, which relates to data that has been provided by another Partner under this DSA, the Partner receiving the request will take reasonable steps, where appropriate, to give the other Partner advance notice to allow it the opportunity to make representations on the potential impact of disclosure, or failing that, to draw the disclosure to the other Partner's attention after any such disclosure.
72. Each Partner shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the FoIA or the Environmental Information Regulations 2006.

Personal data breaches

73. The Partners will follow their own internal processes on the discovery of a personal data breach and advise their own security teams.
74. In addition, each Partner will notify the other Partner of any personal data breach that relates to this data share, via direct contact with the project leads named in Appendix B of this DSA within 72 hours of discovering the personal data breach.
75. In the event of a personal data breach (or where there is reasonable cause to believe that such an incident may arise), the Partners will delay data transfers until the cause or incident is resolved, as authorised by the BEIS Information Asset Owner and Authority equivalent. If

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the breach cannot be resolved or if - in the view of the Partners – it is very serious, data transfers will stop and will not resume until the BEIS Informational Asset Owner and Authority equivalent are satisfied with the security arrangements.

- 76.** Any Partner who decides that a personal data breach that affects, or is relevant to, the processing under this DSA must be self-reported to the ICO shall ensure that the other Partner is notified of this.

Dispute Resolution

- 77.** Disputes between the Partners regarding the operation of this DSA will be resolved in the following way:
- In the first instance a material breach will be reported between the project leads on each side, named in Appendix B of this DSA. An assessment by the breaching party will be conducted promptly to identify if the breach is ongoing or was a one-off, and the potential impact of the breach.
 - All material breaches will be notified to the Data Protection Officers in BEIS and Greater London Authority. The outcomes of the assessment conducted by the project leads on each side, named in Appendix B of this DSA, will be discussed and actions identified.

Review

- 78.** Scheduled formal reviews of this DSA are not expected to take place to assess the ongoing effectiveness of this data sharing initiative and this DSA. This DSA will only be reviewed if the purpose of the processing changes, or the processing otherwise changes in a way that affects the rights of data subjects.

Termination

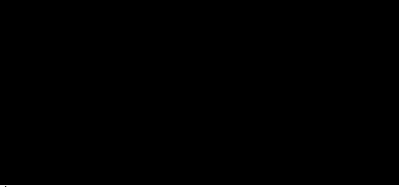


- 79.** Any Partner can terminate this DSA, without giving a reason, on expiry of one (1) month's written notice to the others. Notice of termination would also trigger a formal review of the SW grant funding provided to *the Authority*.
- 80.** Any Partner can terminate this DSA with immediate effect, where another Partner materially breaches any of its obligations to this DSA.
- 81.** Termination notices should be addressed to the Information Asset Owners at BEIS and the Authority.






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- 82.** In the event of termination, data will cease to be shared under the terms of this DSA.

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Signatories

| | |
|--|--|
| Signed by  | |
| Representing the Secretary of State of the Department for Business, Energy & Industrial Strategy | |
| Name:  , Deputy Director, Energy Efficiency and Local, Department for Business, Energy & Industrial Strategy | |
| Full contact details:  1 Victoria Street, London, SW1H 0ET | |
| Date: 19/10/2021 | |

| | |
|---|--|
| Signed by: [should be Senior Responsible Owner or equivalent]  | |
|  | |
| Representing [insert name of partner organisation]  | |
| Name: [insert name and position in organisation. This should be a senior person with adequate authority to be fully accountable.]  r, Assistant Director for Environment  | |

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| | |
|--|--|
| Full contact details: | |
| Address: 169 Union Street | |
| London | |
| SE1 0LL | |
| | |
| Telephone Number: 0 [REDACTED] | |
| Email address: [REDACTED]@london.gov.uk | |
| Date: 02 December 2021 | |

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Appendices

Subject

Appendix

| | |
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| Summary of Processing | A |
| Contact details for key members of staff from Partner organisations | B |
| CBAS Default Data Handling | C |

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Appendix A – Summary of Processing

| Description | Details |
|--|--|
| Subject matter of the processing | The processing relates to the delivery of the SW. |
| Duration of the processing | Processing will commence on and from the date on which this DSA is signed by, or on behalf of, both Partners. Personal data will be retained only for as long as it is needed and, in any case, up to a maximum of 25 years after the end of the Funding Period. |
| Nature and purposes of the processing | <p>The Authority will share with BEIS personal data relating to delivery of SW. BEIS will process the data, including matching it with other datasets and onward sharing with other parties, to effectively manage and review the use of public funds and to support further research, evaluation and statistical reporting.</p> <p>If relevant blending or duplication of funding is identified, BEIS may share personal data with the Authority so it can effectively manage delivery of SW and for fraud prevention purposes.</p> |
| Type of Personal Data that will be processed | <p>It is expected that the delivery partners will collect personal data including (but not limited to):</p> <ul style="list-style-type: none"> - Name, address, phone, email of the property owner - Details of the property and installation undertaken - Details and contact information of the installer |
| Types of Special Category data | <p>Special Category data is not expected to be shared.</p> <p>Special category data will not be processed under this DSA</p> <p></p> <p></p> <p></p> |
| High risk processing | <p>State whether (and if so, why) the processing “is likely to result in a high risk to the rights and freedoms of individuals” as specified in the relevant EU guidance] Not applicable</p> <p></p> <p></p> <p></p> |
| Law enforcement | N/A |
| Criminal convictions data | N/A |
| Categories of Data Subject | <p>Households and owners of properties offered home energy upgrades under SW</p> <p>Installers of home energy upgrades under SW</p> <p>Third parties providing additional funding for home energy upgrades under SW.</p> |

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Appendix B – Key contact details

| | |
|---|--|
| BEIS <i>Information Asset Owner</i> | <div></div> |
| <i>SW Senior Project Manager</i> | <div></div> , sustainable.warmth@beis.gov.uk |
| <i>Insert name of Partner Organisation</i> Greater London Authority | Name: <div></div> Programme Manager Email address: <div></div> @london.gov.uk Telephone Number: <div></div> |
| | <div></div> , Data Protection Officer, data.protection@london.gov.uk |
| | <div></div> , Head of Energy, <div></div> @london.gov.uk |
| | |
| | |
| | |

Appendix C - CBAS default data handling

CBAS Default Data Handling

Purpose of This Document

When data is transfer from a third party government organisation to the CBAS solution, which is operated by BEIS, some form of agreement needs to be reach on how CBAS as the *data receiver* will handle data transferred from the *data supplier*.

Government Security Standard with respect to data handling make it clear that it is the *data supplier* to set the requirements for the handling of data that the supplier “owns”.

To address the need for a statement of how CBAS would handle data by default – ie, in the absence of instructions form the data supplier, this document summarises how CBAS would handle data, by default.

Management Processes “Need to Know”

Data sets are held in containers – these may be, amongst others, a relational database or a file share.

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Each data set is assigned an owner and a backup owner when the container is created and only the owner (or the backup owner if the owner is not available) can give authority for an individual to access the data. The same process applies for revoking permission. All CBAS administrators that can see the data are a minimum of SC Cleared. This process is operated via the CBAS Ticketing system which audits and records all data owner requests.

When CBAS are informed that a user has left either CBAS or their organisation via the CBAS Ticketing system, access is disabled, which immediately removes access to all the containers they may have a permission to see prior to leaving.

CBAS User Authentication

All users are required to supply a username, a password and a second factor "One Time Code" when either logging on to the CBAS Remote Desktop to process data or the File Transfer Service to transfer data to/from CBAS. The second factor is supplied via SMS to the user's mobile phone.

Physical and IT Security

The CBAS facility is physically located in a UK-based datacentre with a separate disaster recovery datacentre based in a second UK-based, separate location. The datacentres hold the following certifications:

- ISO 9001, ISO 14001, ISO 27001 (certificate Number 4419).
- ISO 20000.
- Cyber Essentials.
- Cyber Essentials Plus.

Regular backups of all data are taken and are encrypted and stored off-site.

All data transfer is encrypted "in transit" between the end-user and the CBAS environment.

Use of this document

This document may be included in other documents (eg, data handling agreements) as long as it is included in its entirety – eg, as an annex.

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Annex 6: BEIS Standardised Privacy notice

Privacy Notice

This notice sets out how the Department for Business, Energy and Industrial Strategy (BEIS) will use your personal data, and your rights. It is made under Articles 13 and/or 14 of the UK General Data Protection Regulation (GDPR).

This notice relates to data collected under the [LA scheme name]

Warmer Homes programme

operated by [Name and Delivery Partner Name]

Greater London Authority

, which is funded by the Sustainable Warmth Scheme (the Scheme) run by BEIS.

YOUR DATA

The data

Your data will be shared with BEIS by Greater London Authority. We (BEIS) will process the following personal data:

Customers:

- Address and details of property receiving the energy efficiency or low-carbon heating installation(s) under the Scheme
- Details about the installation(s) installed at the property under the Scheme, including type, size and cost
- Contact address (if not the property receiving the installation(s))
- Address and details of property offered, but not receiving, installation(s) under the Scheme
- Your name
- Household income and any other scheme eligibility information
- Any financial contribution you have made towards the installation(s) under the Scheme
- SAP or RdSAP assessments with scores
- Email address (optional)
- Phone number (optional)

Installers:

- Your name
- Relevant accreditation and registration information
- Contact address
- Email address
- Phone number

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- Details of installations delivered under the Scheme
- Whether directly contracted or sub-contracted to install installations under the Scheme
- The number of employees in your organisation

Purpose

The purpose(s) for which we are processing your personal data is to support the delivery and administration of the Scheme.

Delivery and administration of the Scheme may require linking of your data to other datasets held by the Department for Business, Energy and Industrial Strategy (BEIS).

BEIS will be conducting an evaluation of the Scheme. This may include you being contacted to take part in further research. Where the research involves processing of personal data in addition to that already collected for delivery of the Scheme, you will be given the opportunity to opt-in to that research at the point of contact.

Your data may also be used for statistical, research and fraud prevention purposes.

Legal basis of processing

The legal basis for processing your personal data is:

Public task: Processing is necessary for the performance of a task carried out in the public interest.

The specific public task is the delivery, administration and evaluation of, as well as statistical, research and fraud prevention purposes relating to, the Scheme, a government funded scheme aiming to raise the energy efficiency of low energy performance homes (especially those rated at EPC Band E, F or G). The Government funding is provided to Local Authorities who set up arrangements for consumer engagement and the delivery of installations in homes.

Consent: Use of your personal data to contact you to take part in further research will be subject to your consent.

Recipients

Your personal data will be shared with:

- The Department for Business, Energy and Industrial Strategy (BEIS) and its contractors for delivery, administration and evaluation of the Scheme, statistical, research and fraud prevention purposes.
- Ofgem and delivery partners of central and local government home energy schemes such as the Energy Company Obligation and Renewable Heat Incentive

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

Your personal data may also be shared with other Government departments where necessary.

We may share your data if we are required to do so by law, for example by court order or to prevent fraud or other crime.

Personal data shared with BEIS will be stored on our IT infrastructure and may therefore also be shared with our data processors Microsoft and Amazon Web Services. As personal data shared with BEIS will be stored on our IT infrastructure, and may be shared with our data processors Microsoft and Amazon Web Services, your data may be transferred and stored securely outside the UK and European Economic Area. Where that is the case it will be subject to equivalent legal protection through the use of Model Contract Clauses.

Retention

Your personal data will be stored securely by BEIS for a maximum period of 25 years following the close of the Scheme. BEIS may choose to store anonymised data beyond this period.

YOUR RIGHTS

You have the right to request information about how your personal data are processed, and to request a copy of that personal data.

You have the right to request that any inaccuracies in your personal data are rectified without delay.

You have the right to request that any incomplete personal data are completed, including by means of a supplementary statement.

You have the right to request that your personal data are erased if there is no longer a justification for them to be processed.

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

You have the right in certain circumstances (for example, where accuracy is contested) to request that the processing of your personal data is restricted.

You have the right to object to the processing of your personal data where it is processed for direct marketing purposes.

You have the right to object to the processing of your personal data.

You have the right to withdraw consent to the processing of your personal data at any time, where processing is based on your consent.

HOW TO MAKE A REQUEST

If you wish to make a request associated with any of the rights listed above, contact BEIS using the contact details at the bottom of this notice.

COMPLAINTS

If you consider that your personal data has been misused or mishandled, you may make a complaint to the Information Commissioner, who is an independent regulator. The Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

0303 123 1113

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

Email: casework@ico.org.uk

Any complaint to the Information Commissioner is without prejudice to your right to seek redress through the courts.

CONTACT DETAILS

You can contact the BEIS Data Protection Officer at:

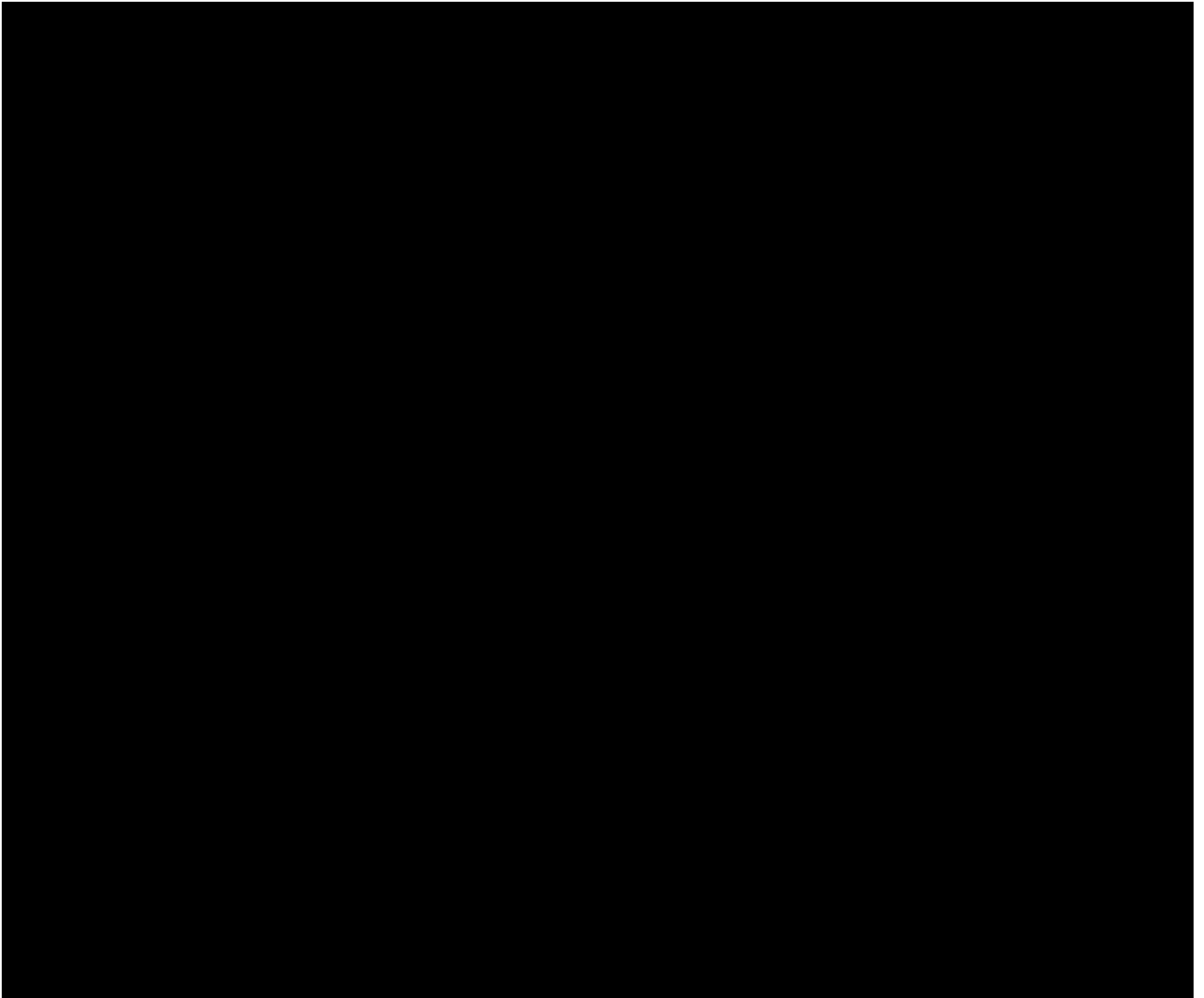
BEIS Data Protection Officer
Department for Business, Energy and Industrial Strategy
1 Victoria Street
London
SW1H 0ET

Email: dataprotection@beis.gov.uk

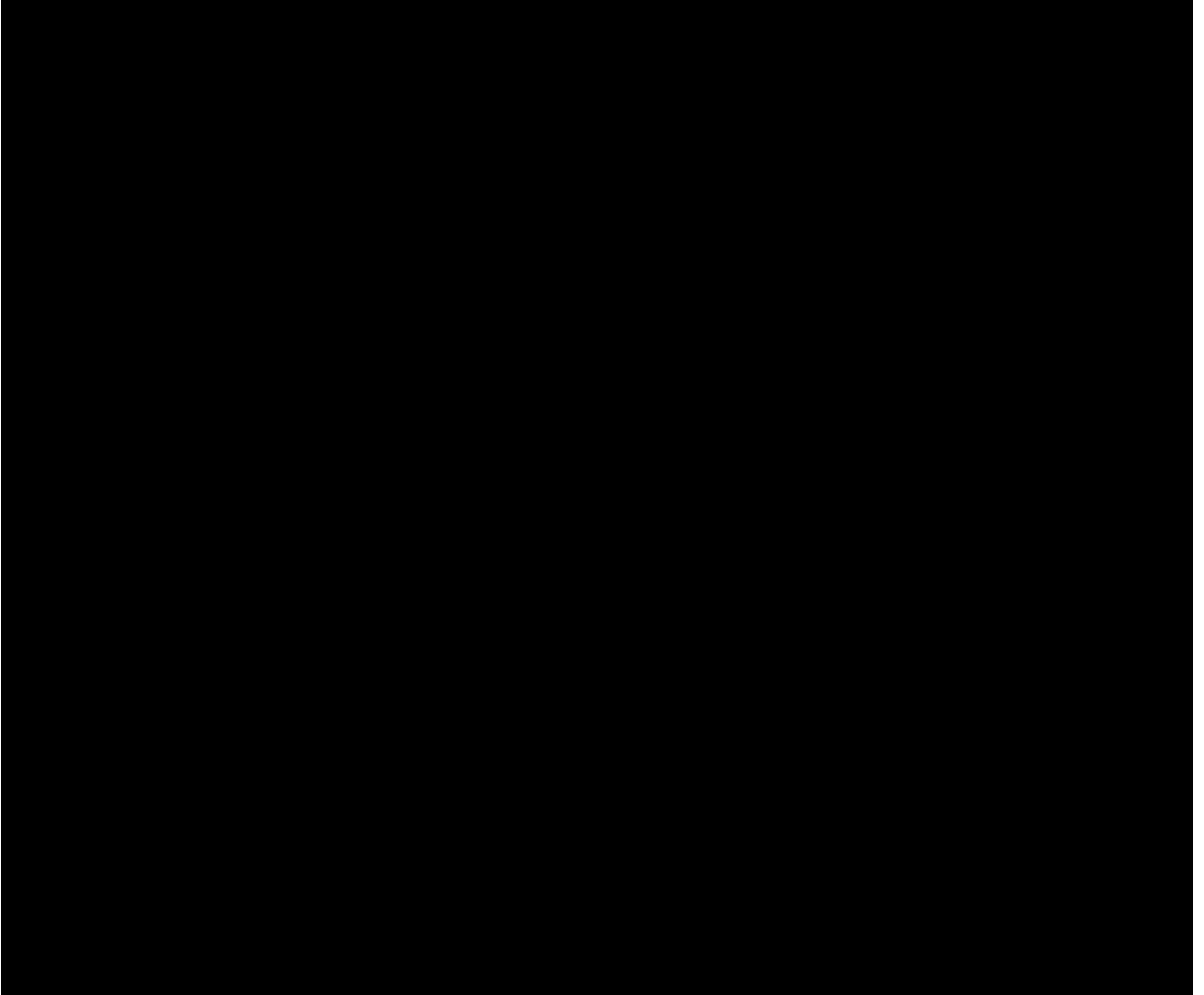
MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

Annex 7: Approved Application Proposal

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COMPETITION



MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH
COMPETITION



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MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

Annex 8a: Monthly Report Template

The Authority will be required to report against the KPIs for each scheme they have received funding for. This monthly report will be baselined against the forecast the Authority will complete as part of the grant application form.

Please see the sections on performance and governance for the details of the report contents.

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Annex 8b: Monitoring and Evaluation Data Dictionary Template

The Authority will provide data and information in accordance with the table below for monitoring and evaluating purposes which will be requested as part of the Monthly reporting, this includes (but may be subject to change): Application or Referral Information, Installation data, Installation Information and Scheme Delivery Information.

In accordance with paragraph 81, the Secretary of State, the Authority and its contractors, partners or agents will comply with the Data Protection Act 2018. BEIS will ensure the final version of this template, and accompanying data sharing agreement, support compliance but it is the responsibility of the Authority to ensure appropriate processes are implemented across delivery to ensure compliance.

| Application or Referral Information | Response |
|-------------------------------------|----------|
| Application Reference Number | |
| Applicant Name | |
| Applicant Email Address | |
| Applicant Contact Number | |
| Contact Consent | |
| Property Address (first line) | |
| Town | |
| Postcode | |
| UPRN | |
| Landlord application | |
| Applicant Address | |
| Applicant Postcode | |
| Household Initial Contact Date | |
| Household Initial Response Date | |
| Application Date | |
| Application Status | |

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| | |
|---------------------------------|----------|
| Application Approved by LA | |
| Installation Information | Response |
| Application Approval Date by LA | |
| Rejection Reason by LA | |
| Date agrees to installation | |
| Date refuse installation | |
| Reason for installation refusal | |
| Install Measures Decision Date | |
| Eligibility Criteria | |
| Low Income Household? | |
| Fuel Poor Household | |
| Current EPC RRN | |
| Current EPC Rating | |
| Property Tenure | |
| Property Type | |
| Property Year Built | |
| Property Floor Space | |
| Property Number of Floors | |
| Property Number of Rooms | |
| Smart Meter Installed? | |
| Loft? | |
| Occupancy | |
| On or off gas grid property | |
| Current Heating System Type | |
| Current Heating Fuel Source | |

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

| | |
|-------------------------------------|----------|
| Current annual electricity use | |
| Current annual gas use | |
| Installation Information | Response |
| Existing energy efficiency measures | |
| Number of measures to install | |
| Solid Wall Insulation | |
| Under Floor Insulation | |
| Cavity Wall Insulation | |
| Loft Insulation | |
| Flat Roof Insulation | |
| Room in Roof Insulation | |
| Park Home Insulation | |
| Air Source Heat Pump | |
| Ground Source Heat Pump | |
| Solar Thermal | |
| Biomass Boiler | |
| Draught Proofing | |
| Double Glazing | |
| Triple Glazing | |
| Secondary Glazing | |
| External Energy Efficient Doors | |
| Heating Controls | |
| Hot Water Tank Thermostats | |
| Hot Water Tank Insulation | |
| Proposed Installer Name | |

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

| | |
|---|----------|
| Proposed Installer Trustmark number | |
| Total Cost of Application | |
| Cost of Measure Equipment | |
| Installation Information | Response |
| Cost of Installation/Labour | |
| Cost of Repair | |
| Amount of funding from government | |
| Amount of self-funding | |
| Application Reference Number | |
| Measure Reference Number | |
| UPRN | |
| Date of Starting Installation | |
| Date of Completed Installation | |
| Duration of Installation Work | |
| Installer Name | |
| Installer Email Address | |
| Installer Phone Number | |
| Installer Consent to Contact | |
| Trustmark Business ID number | |
| MCS License Number | |
| PAS Certification Number | |
| TrustMark Measure Reference Number | |
| TrustMark Lodge mark Certificate Number | |
| Measure Type | |
| Model Number | |

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

| | |
|---|----------|
| Percentage of property treated (POPT) | |
| Lifetime (years) | |
| Insulation Top-up | |
| Number of walls | |
| Installation Information | Response |
| Amount of pre-existing insulation | |
| Heat_Pump_Capacity | |
| Heat_Pump_Annual_Generation | |
| Heat_Pump_SCOP | |
| RHI accredited. | |
| Solar_Thermal_Panels | |
| Solar_Thermal_Installed_capacity | |
| Solar_Thermal_Estimated_Annual_Generation | |
| Solar_Thermal_Orientation | |
| Solar_Thermal_Inclination | |
| Biomass_Boiler_Model | |
| Warranty | |
| Boiler_Repair | |
| Boiler_Upgrade | |
| Post_Installation_Heating_Type | |
| Solar_PV_Panels | |
| Solar_PV_Installed_capacity | |
| Solar_PV_Estimated_Annual_Generation | |
| Solar_PV_Orientation | |
| Solar_PV_Inclination | |

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| | |
|---|----------|
| Heating Control Type | |
| Hot_Water_Tank_Insulation_Type | |
| Post-installation EPC RRN | |
| Post-installation EPC Rating | |
| Job Estimate for Measure_FTE | |
| Scheme Delivery Information | Response |
| Quality Checks | |
| Delivery Partner | |
| Eligible Households | |
| Contacted Households | |
| Method of Communication | |
| Method of Targeting Households | |
| Households agreeing to an installation. | |
| Number of homes receiving a measure. | |

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

Annex 9: Privacy Notice concerning LA and delivery partner contact details



Department for
Business, Energy
& Industrial Strategy

LA Privacy Notice

This notice sets out how we (the Department of Business, Energy and Industrial Strategy) will use personal data provided by local authorities in connection with their application under the Sustainable Warmth Competition and sets out your rights. It is made under Articles 13 and/or 14 of the UK General Data Protection Regulation (UK GDPR). Note a separate privacy notice has been provided to local authorities for use with householders and other data subjects in the delivery of measures under the Sustainable Warmth Competition.

YOUR DATA

The data

We will process the following personal data:

Names and contact details of local authority employees and delivery partners involved in preparing and submitting the application under the Sustainable Warmth Competition.

Names and contact details of employees and delivery partners involved or proposed to be involved in implementation of the application if it is successful.

Purpose

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

The purpose(s) for which we are processing your personal data is to utilise our in-house Customer Relationship Management (CRM) system to enable better relationship management in conjunction with the consideration of the local authority's application and its subsequent implementation under the Sustainable Warmth Competition if the application is successful. This includes using the personal data to communicate Sustainable Warmth Competition updates, training notices, information on future schemes and opportunities and invitations to relevant events.

Legal basis of processing

The legal basis for processing your personal data is that the processing is necessary for the performance of a task carried out in the public interest. The public task is the performance of functions under s.31 of the Local Government Act 2003, the duty to ensure public money is used responsibly and functions under fuel poverty and climate change legislation.

Recipients

Your personal data may be shared by us we are required to do so by law, for example by court order or to prevent fraud or other crime.

As your personal data will be stored on our IT infrastructure it will also be shared with our data processors Microsoft and Amazon Web Services.

Retention

Your personal data will be kept by us for a period of 6 years from the date set for completing the implementation of the local authority's application under the Sustainable Warmth Competition or from the last provided update.

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YOUR RIGHTS

You have the right to request that any inaccuracies in your personal data are rectified without delay.

You have the right to request that any incomplete personal data are completed, including by means of a supplementary statement.

You have the right to request that your personal data are erased if there is no longer a justification for them to be processed.

You have the right in certain circumstances (for example, where accuracy is contested) to request that the processing of your personal data is restricted.

You have the right to object to the processing of your personal data where it is processed for direct marketing purposes.

You have the right to object to the processing of your personal data.

INTERNATIONAL TRANSFERS

As your personal data is stored on our IT infrastructure and shared with our data processors Microsoft and Amazon Web Services it may be transferred and stored securely outside the UK and European Economic Area. Where that is the case, it will be subject to equivalent legal protection through the use of Model Contract Clauses.

COMPLAINTS

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

If you consider that your personal data has been misused or mishandled, you may make a complaint to the Information Commissioner, who is an UK independent regulator. The Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

0303 123 1113

casework@ico.org.uk

Any complaint to the Information Commissioner is without prejudice to your right to seek redress through the courts.

CONTACT DETAILS

The data controller for your personal data is the Department for Business, Energy & Industrial Strategy (BEIS). You can contact the BEIS Data Protection Officer at:

BEIS Data Protection Officer
Department for Business, Energy and Industrial Strategy
1 Victoria Street
London
SW1H 0ET

Email: dataprotection@beis.gov.uk

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

Annex 10: Scheme Participant Privacy notice guidance

This document is for LAs in receipt of grants under the Sustainable Warmth Scheme (the Scheme). It provides guidance on how the Scheme's UK GDPR Privacy Notice should be used.

LA obligations

Section 4.2 – Monitoring and Evaluation of the Scheme Guidance states that:

LAs that receive funding have the responsibility of ensuring that all installers or delivery partners collect and provide appropriate information specified by BEIS to support monitoring and evaluation. Details of this will be outlined in the MoU. To achieve this, prior to collecting any data from subjects under this scheme, LAs are expected to:

- Include our data collection requirements in all relevant contracts with installers and delivery partners, ensuring they understand and accept them.*
- Ensure they display or make available our standardised Privacy Notice to all data subjects, prior to the collection of data, to support compliance with data processing transparency requirements.*
- Where explicit consent is required from data subjects (such as for permission to re-contact), to use either BEIS's suggested consent statement or functional equivalent to capture this consent and maintain logs of this in your scheme data, as per our specified requirements there.*
- Agree and sign a standardised Data Sharing Agreement between the LA and BEIS, establishing the roles, process, scope and purpose of sharing this Management Information data between our organisations.*
- Demonstrate sufficient resource in their bids to manage the above requirements to an effective level of quality, and to maintain this for the full project duration.*

Meeting the obligations set out above requires the processing and sharing of personal data. As per paragraph 75 of the MoU, LAs are expected to provide BEIS with a monthly report containing record-level management information data on the status and characteristics of each installation delivered (See MoU Annex 10 for the Data Dictionary). This is called the Scheme Delivery data. The UK General Data Protection Regulation (GDPR) requires that organisations that collect personal data from individuals must provide detailed and specific information in their privacy notices.

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

Failure to sufficiently notify data subjects about the processing of their data could constitute a breach of UK GDPR. To ensure compliance with data protection principles, BEIS has provided LAs with a BEIS Privacy Notice that must be shared with data subjects on behalf of BEIS. Unless not processing any personal data, LAs are required to also share their own separate Privacy Notice with data subjects, covering LA processing of the data. In line with [ICO guidance](#), this should include:

- The contact details of their organisation, and their data protection officer (if applicable).
- The purposes of processing the data.
- The lawful basis for processing the data.
- The categories of personal data obtained.
- The recipients of the personal data and who it will be shared with.
- Details of any international transfers.
- The retention period.
- The rights available in respect of the processing.
- The right to lodge a complaint to ICO.

Using the privacy notice

As outlined above, all individuals (data subjects) participating in the Scheme must have BEIS and LA privacy notices made available to them in advance of any data collection or processing. Data subjects may include households, landlords, installers, sub-contractors and other third-party organisations.

The way in which the privacy notices are provided to data subjects may vary by LA delivery model. For example, privacy notices may be distributed directly to data subjects by LAs, or via installers and/or delivery partners. Regardless of the method by which the privacy notices are disseminated, LAs are responsible for ensuring that data subjects are shown valid privacy notices prior to the collection of their data.

Purpose and processing of the personal data by BEIS

BEIS processing of the personal data will cover a range of different purposes, including specific processes that need to be followed. These are outlined below:

- **Scheme Delivery data:** This includes all data points included in the Data Dictionary (See MoU Annex 10), for example address, contact details, measures installed, etc. As processing of this data is essential for the delivery, administration and evaluation of the scheme as well as statistical, research and fraud prevention purposes, it falls under the legal basis of [Public Task](#). As such, consent is not required for processing of this data, and data subjects cannot opt out of having their data shared with and processed by BEIS if they want to participate in the scheme.
- **Consent to recontact data subjects:** BEIS and/or its contractors may want to recontact data subjects to invite them to take part in future research. Using personal data for this purpose falls under the legal basis of [Consent](#). As such, data subjects may opt in or out of being recontacted by BEIS and/or contractors in the future. Please

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

note, this does not mean data subjects can opt in or out of having their data processed by BEIS and/or contractors – consent only applies to being recontacted.

- **For Households:** all consumers should be asked via an explicit consent statement (provided in the Consent Statement section below) if they consent to being potentially recontacted to take part in research and evaluation, irrespective of whether the installation is carried out or not. Details of the consent (also provided below) should be recorded in the Scheme Delivery data that will be shared with BEIS, as required under the Consent legal basis.
- **For Installers:** personal information for businesses is only relevant where an individual can be identified, this could be an email or phone number linked to an individual employee or details of sole traders. It will be essential to collect installer information to effectively deliver the scheme, and this may include personal data. Consent is only required when asking installers permission to be recontacted for further research. As with consumers, installer consent should also be recorded in the Scheme Delivery data shared with BEIS and the consent statement must be used.

Consent statement

Please note consent to recontact is not covered by the Privacy Notice alone. The below consent statement should be used and a record of the consent collected in line with the below instructions.

BEIS requires specified and informed consent to recontact participants for research and evaluation purposes. As such, the below consent statement must be used with participants when asking for their consent to be recontacted:

To assist in the administration of the program [scheme name used by LA(s)] [redacted], Greater London Authority would like to process your personal data in order for [scheme name used by LA(s)] [redacted], BEIS or their appointed contractors to contact you to participate in further research and evaluation activities.

Do you consent to Greater London Authority, BEIS, or their appointed contractors, using your provided contact details to recontact you for the purpose of research and evaluation related to the installation received under [scheme name used by LA(s)] [redacted]. Your consent is not required for the installation to take place. You have the right to withdraw consent at any time by contacting Greater London Authority or BEIS at any time, using the contact details provided in the privacy notices.

Yes ☐ No ☐

It is also necessary to keep a record of:

- participant consent (i.e. Yes or No),
- the date on which consent was given (keep records of dated documents; if consent is oral please keep a note of the time and date for conversations)
- how participants consented (i.e. orally or in writing)

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- what they were told (i.e. confirmation the above consent statement was used, orally or in writing; if an alternative or altered consent form was used, please keep a master copy of the script or consent form)
- whether consent has been withdrawn and if so, the date.

The above information will be fed to BEIS via the monthly Scheme Delivery data report. The Scheme Delivery data report will contain fields where the above information can be input.

Sensitive data processing

Sensitive data is not expected to be shared with BEIS.

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH COMPETITION

Annex 11: Change Request Form

Sustainable Warmth Change Request

The Change Request template and process will be defined at a later date prior to delivery of the scheme. Your Authority will be fully briefed by the Sustainable Warmth project team on the full change procedure and given all the necessary tools to adhere to the correct process require

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Annex 12: Oracle LA Registration Set-up Form

1. **Name of Company:** Greater London Authority
2. **VAT Registration Number (if applicable):** [REDACTED]
3. **Company Address**
 - a. First line: City Hall, Kamal Chunchie Way
 - b. City: London
 - c. County: London
 - d. Postcode: E16 1ZE
 - e. Email: treasury@london.gov.uk
4. **Site Contact**
 - a. Name: [REDACTED]
 - b. Tel. No.: [REDACTED]
 - c. Email: [REDACTED]@london.gov.uk
5. **Bank Details**
 - a. Bank Name: The Royal Bank of Scotland London
 - b. Account Number: [REDACTED]
 - c. Sort Code: [REDACTED]
 - d. Branch Name: Drummonds 49 Charing Cross, London, SW1A 2DX
 - e. Account Holder name: Greater London Authority

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH
COMPETITION

6. Number of Full Time (or equivalent Employees: 1281.83

HUG1 – July 2023

| KPI's | | | | | | |
|---|--|--|---|--|---|--|
| Cumulative number of Contacted Households | Number of identified Eligible Households this month | Cumulative number of identified Eligible Households | Cumulative Project capital cost | Cumulative Project administration cost | Cumulative Project ancillary cost | Instances of fraud |
| Indicate the total number of households within the LA's remit that have been contacted about the Green Homes Grant scheme to date | The number of Eligible homes after completing a retrofit survey signed up and awaiting installation this month | The cumulative number of Eligible homes after completing a retrofit survey signed up and awaiting installation on this scheme to date. | Indicate the total capital costs incurred in delivering the installations funded by the GHG-LAD grants. GBP (£) | Indicate the total administrative costs incurred in delivering the installations funded by the GHG-LAD grants. This includes administrative costs incurred by the LA as well as their partners GBP (£) | Indicate the total ancillary costs incurred in delivering the installations funded by the GHG-LAD grants. GBP (£) | How many instances of fraud related to the LAD scheme have been perpetrated/reported this month? |
| 90,749 | 0 | 214 | | | | 0 |

LAD3 - July 2023

| KPI's | | | | | | |
|---|--|--|---|--|---|--|
| Cumulative number of Contacted Households | Number of identified Eligible Households this month | Cumulative number of identified Eligible Households | Cumulative Project capital cost | Cumulative Project administration cost | Cumulative Project ancillary cost | Instances of fraud |
| Indicate the total number of households within the LA's remit that have been contacted about the Green Homes Grant scheme to date | The number of Eligible homes after completing a retrofit survey signed up and awaiting installation this month | The cumulative number of Eligible homes after completing a retrofit survey signed up and awaiting installation on this scheme to date. | Indicate the total capital costs incurred in delivering the installations funded by the GHG-LAD grants. GBP (£) | Indicate the total administrative costs incurred in delivering the installations funded by the GHG-LAD grants. This includes administrative costs incurred by the LA as well as their partners GBP (£) | Indicate the total ancillary costs incurred in delivering the installations funded by the GHG-LAD grants. GBP (£) | How many instances of fraud related to the LAD scheme have been perpetrated/reported this month? |
| 90,749 | 219 | 2,044 | | | | 0 |