

**MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH
COMPETITION**

SUSTAINABLE WARMTH COMPETITION

LOCAL AUTHORITY DELIVERY Phase 3

**MEMORANDUM OF UNDERSTANDING
Between the**

SECRETARY OF STATE FOR BUSINESS, ENERGY AND INDUSTRIAL STRATEGY

And

North Tyneside Metropolitan Borough Council

FINAL

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.

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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.

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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) North Tyneside Metropolitan Borough Council 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.

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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 £3,703,214.89 (“**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.

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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

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£5,000	£2,500	£7,500
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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:
- For the provision of measures which are not Eligible Measures.
 - To fund the provision of any lending to third parties.
 - 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).
 - Use for activities of a political or religious nature.
 - Use in respect of costs reimbursed or to be reimbursed by funding from public authorities or from the private sector.

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- f. Use in connection with the receipt of contributions in kind (a contribution in goods or services as opposed to money).
- 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.

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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.

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SUBSIDY CONTROL

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

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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 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).

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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:
 - 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.

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50. In the case of any suspension, unless the Secretary of State confirms a contrary agreement in writing:
- 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

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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).

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

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maximising the proportion of insulation and clean heat measures installed (measures including SWI, CWI and LI, and heat pumps) and 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

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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, 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

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table below. All forecasted figures against the KPIs will be reviewed to consider risks around deliverability.

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

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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.	
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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
Zelita Diei-Yoa	Main Contact	zelita.dieiyoa@beis.gov.uk
Tony Michaels	Project Lead	tony.michaels@beis.gov.uk
Karli Conn	Comms Lead	Karli.conn2@beis.gov.uk
Steph Hurst	DD	steph.hurst@beis.gov.uk
Selvin Brown	CRO	Selvin.brown@beis.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.

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Signed for and on behalf of the Secretary of State.

Signature

S. Hurst

Name:

Steph Hurst

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.

Signature:

[Redacted signature]

Name:

[Redacted name]

Position:

[Redacted position]

Date:

[Redacted date]

MEMORANDUM OF UNDERSTANDING FOR SUSTAINABLE WARMTH
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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

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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

North Tyneside Metropolitan Borough Council I confirm that:

- a) North Tyneside Metropolitan Borough Council 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) North Tyneside Metropolitan Borough Council will ensure the delivery of the Services in accordance with the terms of the Proposal; and
- d) North Tyneside Metropolitan Borough Council will comply with the provisions of the Memorandum of Understanding in connection with its delivery of the Proposal.

SIGNATURE: _____

NAME: _____

POSITION: _____

DATE: _____

Annex 2: Grant Determination

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



Steph Hurst

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

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ANNEX A of the Grant Determination

Authority to which grant is to be paid	Amount of grant. to be paid.
North Tyneside Metropolitan Borough Council	£3,703,214.89

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 [insert name of division: _____] Division of the [Insert Department's name: _____] 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”.

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

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(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.

Signature:



Date:



F E M N A

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Annex 3: Grant Claim Form

SECTION 1 REQUESTER DETAILS	
LOCAL AUTHORITY	<input type="text"/>
BANK DETAILS	<input type="text"/>
PURCHASE ORDER NUMBER	<input type="text"/>
CONTACT NAME	<input type="text"/>
TELEPHONE NUMBER	<input type="text"/>
EMAIL ADDRESS	<input type="text"/>

SECTION 2 CLAIM DETAILS	
LOCAL AUTHORITY DELIVERY PHASE 3 TOTAL TO BE CLAIMED	<input type="text"/>
DATE OF CLAIM	<input type="text"/>

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 Understanding.	
Signed	<input type="text"/>
Printed name	<input type="text"/>
Position:	<input type="text"/>

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Date:

[Redacted]

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)'

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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	Orange	Orange	Red	Red	Red
	High	Light Green	Orange	Orange	Red	Red
	Medium	Green	Light Green	Orange	Orange	Orange
	Low	Green	Green	Light Green	Light Green	Light Green
	Very Low	Green	Green	Green	Green	Green

Key reference

Red = Red

Orange = Amber/Red

Light Green = Amber/Green

Green = Green

BEIS Data Sharing Agreement (DSA)

Sustainable Warmth Competition

Data Sharing Agreement

Between:

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

North Tyneside Metropolitan Borough Council

V1

29th October 2021

Glossary of key terms

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

“Authority”	North Tyneside Metropolitan Borough Council
“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>
“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

Signatory Details

BEIS Agreement Owner	<ul style="list-style-type: none">Stephanie Hurst, Deputy Director, Energy Efficiency and Local, Department for Business, Energy & Industrial Strategy, steph.hurst@beis.gov.uk, 0300 068 6905
[insert name of partner organisation] Agreement Owner	Name: <input type="text"/> Job Title: <input type="text"/> Contact Details: <input type="text"/>

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 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.
- 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 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;
 - 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.

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

- 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:

[Redacted]

- 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:

[Redacted]

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:

[Redacted]

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)). 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:
- 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;
 - 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

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.

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.
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 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.

55. Steph Hurst, 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:*

_____ (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)



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>
<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.

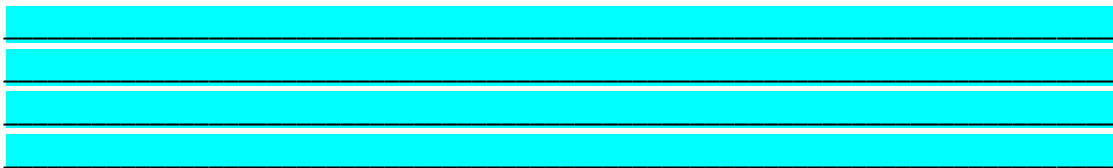
<i>Access by data subject (Article 15)</i>	Y	Where either Partner receives a data access request from a data subject, this will be actioned in line with the relevant Partner's existing policies for handling such requests.
<i>Rectification (Article 16)</i>	Y	Where a Partner receives a rectification request 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 (Article 19)</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 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.]



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.)



Automated decision-making and profiling

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

Signatories

Signed by  Representing the Secretary of State of the Department for Business, Energy & Industrial Strategy	
Name: Steph Hurst, Deputy Director, Energy Efficiency and Local, Department for Business, Energy & Industrial Strategy	
Full contact details: steph.hurst@beis.gov.uk , 0300 068 6905 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.]  	

Full contact details:

Address: _____

Telephone Number: _____

Email address: _____

Date:

Appendices

Subject

Appendix

Summary of Processing

A

Contact details for key members of staff from Partner organisations

B

CBAS Default Data Handling

C

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>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</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]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</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>

Appendix B – Key contact details

BEIS <i>Information Asset Owner</i> <i>SW Senior Project Manager</i>	<i>Stephanie Hurst, steph.hurst@beis.gov.uk, 0300 068 6905</i> <i>Tony Michaels,</i> sustainable.warmth@beis.gov.uk
<i>Insert name of Partner Organisation</i>	<i>Name:</i> _____ <i>Email address:</i> _____ <i>Telephone Number:</i> _____

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.

Each data set is assigned and 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 user 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-bases 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.

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]

operated by [Name and Delivery Partner Name]

, 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 North Tyneside Metropolitan Borough Council. 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

- 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

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.

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

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

Annex 7: Approved Application Proposal

On Gas Delivery (LAD)								
Tenure Type	EPC Band	Average Subsidy Cost Cap	No of Homes	Total LAD3 Subsidy per band	Average LAD3 Subsidy per a home	Total Landlord/LA Contribution	Average Landlord contribution per a home	Average Landlord contribution % across tenure type. Min contribution of 50% of grant funding (53% of total upgrade cost)
Owner Occupied	F & G	£10,000.00	71	£709,428.32	£9,991.95	No Landlord Contributions Required		
	E	£10,000.00	150	£1,498,792.22	£9,991.95			
	D	£10,000.00	94	£939,243.12	£9,991.95			
Private Rented Sector	F & G	£5,000.00			#DIV/0!		#DIV/0!	#DIV/0!
	E	£5,000.00			#DIV/0!		#DIV/0!	#DIV/0!
	D	£5,000.00			#DIV/0!		#DIV/0!	#DIV/0!
Social Housing	F & G	£5,000.00			#DIV/0!		#DIV/0!	#DIV/0!
	E	£5,000.00			#DIV/0!		#DIV/0!	#DIV/0!
	D	£5,000.00			#DIV/0!		#DIV/0!	#DIV/0!

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
£3,703,214.89	£3,703,214.89	£3,147,463.66	£555,751.23	15%	30%	0.00%	315

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	LAD		LAD	LAD		LAD	LAD / HUG
Dec-21				0	£69,468.90			Delivery partner contracted
Jan-22	1,500			0	£69,468.90			Marketing commenced
Feb-22	1,500			0	£69,468.90			Surveys booked
Mar-22	2,000	30		0	£69,468.90			Planning applications commenced
Apr-22	2,250	30		0	£23,156.30			Installations commenced
May-22	2,250	40		30	£23,156.30		£308,056.25	First installations completed
Jun-22	2,500	45		30	£23,156.30		£308,056.25	
Jul-22	2,000	45		40	£23,156.30		£475,888.19	
Aug-22	1,000	50		45	£23,156.30		£478,811.97	
Sep-22	1,500	40		45	£23,156.30		£397,464.39	
Oct-22	1,500	20		50	£23,156.30		£414,710.07	
Nov-22	1,500	30		40	£23,156.30		£217,523.54	
Dec-22	1,500	30		20	£23,156.30		£110,889.72	
Jan-23		30		30	£23,156.30		£145,361.09	
Feb-23				30	£23,156.30		£145,361.09	
Mar-23				30	£23,156.30		£145,361.09	
Totals	21,000	390		390	£555,751.23		£3,147,463.66	n/a

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.

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	
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	
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	
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	
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	
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.	

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

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.

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

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

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.

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 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)] _____, North Tyneside Metropolitan Borough Council would like to process your personal data in order for [scheme name used by LA(s)] _____, BEIS or their appointed contractors to contact you to participate in further research and evaluation activities.

Do you consent to North Tyneside Metropolitan Borough Council, 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)] _____. Your consent is not required for the installation to take place. You have the right to withdraw consent at any time by contacting North Tyneside Metropolitan Borough Council 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)

- 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.

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

Annex 12: Oracle LA Registration Set-up Form

1. **Name of Company:** _____

2. **VAT Registration Number (if applicable):** _____

3. **Company Address**

a. **First line:** _____

b. **City:** _____

c. **County:** _____

d. **Postcode:** _____

e. **Email:** _____

4. **Site Contact**

a. **Name:** _____

b. **Tel. No.:** _____

c. **Email:** _____

5. **Bank Details**

a. **Bank Name:** _____

b. **Account Number:** _____

c. **Sort Code:** _____

d. **Branch Name:** _____

e. **Account Holder name:** _____

6. **Number of Full Time (or equivalent Employees):** _____