

AGENDA

CABINET

TUESDAY, 12 JANUARY 2021

4.00 PM

VIA ZOOM

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Due to the COVID-19 outbreak and the restrictions by the Government on gatherings of people, this meeting will be conducted remotely using the Zoom video conferencing system. There will be no access to this meeting at the Council offices, but you can view the meeting on YouTube, apart from any items marked confidential.

Today's meeting can be viewed via YouTube URL: <https://youtu.be/XimYU1Xi6dc>

- 1 To receive apologies for absence
- 2 Previous Minutes (Pages 3 - 6)
To confirm the minutes of 14 December 2020.
- 3 To report additional items for consideration which the Chairman deems urgent by virtue of the special circumstances to be now specified
- 4 To receive members' declaration of any interests under the Local Code of Conduct or any interest under the Code of Conduct on Planning Matters in respect of any item to be discussed at the meeting
- 5 Social Housing Decarbonisation Fund Demonstrator Project (Pages 7 - 46)

To note the successful allocation of Social Housing Decarbonisation Fund

Demonstrator Project ("SHDF Project") funding from Business Energy & industrial Strategy (BEIS) and to authorise entry in to the associated financial and legal agreements necessary to enable its administration.

6 Draft 6 Month Cabinet Forward Plan (Pages 47 - 48)

For information purposes.

7 Items which the Chairman has under item 3 deemed urgent

Monday, 4 January 2021

Members: Councillor C Boden (Chairman), Councillor Mrs J French (Vice-Chairman), Councillor I Benney, Councillor S Clark, Councillor Miss S Hoy, Councillor Mrs D Laws, Councillor P Murphy, Councillor C Seaton, Councillor S Tierney and Councillor S Wallwork

CABINET



MONDAY, 14 DECEMBER 2020 - 10.00 AM

PRESENT: Councillor C Boden (Chairman), Councillor Mrs J French (Vice-Chairman), Councillor I Benney, Councillor Miss S Hoy, Councillor Mrs D Laws, Councillor P Murphy, Councillor C Seaton, Councillor S Tierney and Councillor S Wallwork

APOLOGIES: Councillor S Clark

OFFICERS IN ATTENDANCE: Amy Brown (Chief Solicitor and Deputy Monitoring Officer), Peter Catchpole (Corporate Director and Chief Finance Officer), Paul Medd (Chief Executive), Carol Pilson (Corporate Director and Monitoring Officer) and Mark Saunders (Chief Accountant)

CAB37/19 PREVIOUS MINUTES

The minutes of the meeting of 17 November 2020 were approved.

CAB38/19 TREASURY MANAGEMENT STRATEGY STATEMENT & ANNUAL INVESTMENT STRATEGY MID-YEAR REVIEW 2020/21

Members considered the Treasury Management Strategy Statement and Annual Investment Strategy Mid-Year Review 2020/21 report presented by Councillor Boden.

Cabinet AGREED to note the report.

CAB39/19 DRAFT BUDGET 2020/21 & MTFS

Members considered the Draft Budget 2020/21 and Draft Medium-Term Financial Strategy 2021/22 to 2025/26 report presented by Councillor Boden.

Councillor Boden congratulated Peter Catchpole, Mark Saunders, Neil Krajewski and their colleagues within the Finance Team for producing this report under very difficult and exceptional circumstances.

Councillor Mrs French raised her concern about the high yearly figure proposed to be spent at the Port under the Capital Programme, although she accepted that we have a duty to maintain it. Councillor Boden said we would be looking at all capital expenditure thoroughly for the next year and beyond. However, there needs to be significant expenditure at the Port and there is no easy, contractual way of getting around that. As a port authority we have significant liabilities and requirements that we must meet. Councillor Mrs French thanked Councillor Boden,

Cabinet AGREED to recommend that: -

- (i) the draft budget proposals for 2021/22 outlined in this report be approved for consultation;**
- (ii) the revised General Fund Budget and revised Capital Programme for 2020/21 be approved;**
- (iii) the proposed Capital Programme for 2021-2024 be approved.**

CAB40/19 DRAFT BUSINESS PLAN

Members considered the Draft Business Plan 2021-22 report presented by Councillor Boden.

Councillor Boden thanked officers and Councillor Tierney for their improvements to making this yearly report more focussed. Councillor Hoy praised the report, saying it was an interesting read and a good development. Councillor Tierney responded with his thanks; officers had worked hard to make it easier to read. He said he was pleased to see the inclusion of future projects and these were well presented within the report. Councillor Seaton updated members that over £218,000 has been secured for the Whittlesey Heritage Walk project and delivery is scheduled between January 2021 and March 2022.

Cabinet AGREED to approve the Draft Business Plan 2021-22 for public consultation.

CAB41/19 PROJECTS UPDATE - GROWING FENLAND & CCC CAPITAL COMMUNITY FUND

Members considered the Projects Update – Growing Fenland and CCC Capital Community Fund report presented by Councillor Boden.

Members made comments, asked questions and received responses as follows:

- Councillor Mrs French said it is great to see the amount of money coming into Fenland. Her only disappointment is that we have still not heard about the March High Street Fund. £900,000 out of £1million was allocated towards this and her concern now is that if we do not get something put in before the deadline and we do not get the fund, then March will lose that sum. She added that Councillor Count has been pushing the Government behind the scenes so hopefully we will soon get some news. If not, we will have to relook at what we can do for March as we were hoping to get this Government funding. In respect of civil parking enforcement, the Town Councils had each agreed to put in £100,000. An enlightening meeting was held some weeks ago and she is hoping to have a draft report from the consultant before Christmas.
- Councillor Boden asked Councillor Mrs French to ensure that the application made to the Cambridgeshire and Peterborough Combined Authority (CPCA) on civil parking enforcement incorporates all the potential capital costs, taking into account all the costs incurred in starting up. Councillor Mrs French confirmed that the business plan would be ready for the deadline.
- Councillor Boden said we hoped that we would soon hear from Government regarding the March High Street Fund; it is essential that we put in the application with the CPCA even if it is provisional based on our receiving money from the Future High Street Fund. Not only has the Mayor of the CPCA agreed to the £900,000 but he has also agreed to underwrite a further £1.1 million for which we are very grateful. We are hoping and waiting for the Government to announce who will be receiving what as this money will transform March town centre.
- Councillor Mrs Laws raised her concern that it seems a long time, particularly in her experience with the Whittlesey Interactive Flood Signs, between announcing to the community that funding has been received for any project and the delivery of these projects. She said this was not a criticism of officers, who she appreciated were dealing with a huge amount of legal work behind the scenes. Councillor Boden said this was a justified concern. He advised that there are two elements, the first was the interrelationship between the CPCA and FDC for all these funding schemes. It took a lot of sorting which mainly caused the delay and secondly, our specific legal requirements for each individual project. However, we now have full agreement in respect of the interrelationship between the CPCA and FDC, which means those initial delays will not be repeated and future schemes will have a far shorter delay. We just need to ensure that scheme-specific legal details are sorted out, but these will vary between each scheme. Councillor Mrs Laws thanked Councillor Boden and passed on her thanks to officers for their work behind the scenes.

- Councillor Hoy said although it is good that the CPCA have provided the monies, credit needs to go to FDC officers. She also wanted to place on record her thanks to Terry Jordan of Wisbech Town Council for the high quality bid he wrote for Wisbech Market Place, which turned an idea into reality. Councillor Boden agreed that officers had put in a lot of hard work behind the scenes to produce reports as quickly and comprehensively as possible to ensure that when they get to the CPCA, they go seamlessly through the system before being presented to the board for approval.

Cabinet AGREED to note the content of the report and projects due to be submitted to the next CPCA Board Meeting on 27.01.21 as set out in appendix E.

CCC Capital Communities Fund:

- **No further action required**

Growing Fenland:

- **To approve the capital and/or revenue costs as set out below:**

TOWN	PROJECT	CPCA FUNDING REQUESTED	CAPITAL COST IMPLICATIONS FOR FDC	REVENUE COST IMPLICATIONS FOR FDC (PER YEAR)	PROJECT TO BE DELIVERED BY
Chatteris	Chatteris Skills Development	£36,178	£0	£0	Stainless Metalcraft & Cambridge-shire Skills
Whittlesey	Business Capital Grants Scheme	£124,331	£0	£0	FDC
Wisbech	Wisbech Water Park	£147,500	Circa £125,000 (please note point 5.14 in main report)	£0 (please note point 5.14 in main report)	FDC & Wisbech Town Council
Wisbech	Footfall Counters	Circa £50,000	£0	£0	Wisbech Town Council
Wisbech	Replacement Shopwatch Radios	Circa £60,000	£0	£0	Wisbech Town Council
Wisbech	Business Capital Grants Scheme	Circa £200,000	£0	£0	FDC
Joint project for all 4 towns	Civil Parking Enforcement	Circa £400,000	To be confirmed	To be confirmed	FDC

CAB42/19 FUNDING AGREEMENT (1) - WISBECH HIGH STREET

Members considered the Funding Agreement (1) for Wisbech High Street report presented by Councillor Seaton.

Councillor Tierney said it is exciting to see such projects come to fruition; many people do not realise the amount of bureaucracy, time and complications involved. There are a number of projects for Wisbech and other towns coming together at a similar pace now and it is great news.

Cabinet AGREED to:

- **Note the successful bid for funding from the NLHF in the sum of £518,537.87 to assist in the delivery of significant improvement works to 13-17 High Street, Wisbech;**
- **Authorise entry into the grant funding agreement between Fenland District Council and the recipient of the funding;**
- **Subject to the above being agreed, permit officers to enter into all required legal and financial documentation and arrangements to give effect to this decision; and**
- **As the works progress, to give delegate authority for the approval of any minor project variations to the Head of Economic Growth and Assets and the Townscape Heritage Officer, Wisbech High Street Project in consultation with the Portfolio Holder for Social Mobility and Heritage and the Leader of the Council.**

CAB43/19 DRAFT 6 MONTH CABINET FORWARD PLAN


Councillor Boden presented the Cabinet Forward Plan for information.

CAB44/19 CONFIDENTIAL MINUTES

The confidential minutes of the meeting held 17 November 2020 were approved.

10.45 am

Chairman

Agenda Item No:	5	
Committee:	Cabinet	
Date:	12th January 2021	
Report Title:	Social Housing Decarbonisation Fund Demonstrator Project	

1 Purpose / Summary

To note the successful allocation of Social Housing Decarbonisation Fund Demonstrator Project ("SHDF Project") funding from Business Energy & industrial Strategy (BEIS) and to authorise entry in to the associated financial and legal agreements necessary to enable its administration.

2 Key issues

- Fenland District Council successfully bid for £4,492,676.75 worth of funding from BEIS to demonstrate innovative approaches to retrofitting social housing at scale. It will mean warmer and more energy efficient homes, a reduction in households' energy bills, and lower carbon emissions.
- The SHDF Demonstrator project is an initial investment to learn lessons and catalyse innovation in retrofitting for the Social Housing Decarbonisation Fund, for which the Conservative manifesto committed £3.8 billion of new funding.
- Clarion Housing approached the Council indicating they were keen to submit a bid to undertake major refurbishment of a number of properties within the Fenland District
- The Council can help enable circa £4.5 million [half of the circa £9 million total bid] of investment into 80 Fenland homes as part of our enabling Housing Statutory duties to improve the condition of homes in the district.
- The residents of the properties improved will be involved in the learning from the improvements and participate in the project.
- The residents of the properties improved will have healthier homes to live in.
- The residents of the properties improved will have more disposable income through lower heating bills which will be timely as part of the COVID recovery for our community.
- Clarion as part of their bid are emphasising the learning of the demonstrator projects and how they will engage with local Fenland area businesses and residents who may want to diversify into this growing economic sector – again this will be of benefit as part of the COVID recovery for the economy for our area.
- In order to receive the funding, Fenland District Council is required to enter into a Memorandum of Understanding ("MoU") with BEIS.
- Subject to Cabinet's approval of Fenland District Council's entry into the MoU and in order to enable the funding to be appropriately distributed, it will also be necessary

to enter into a grant funding agreement with Clarion Housing for which authority is also sought.

- Entry into the agreements will ensure that the terms and conditions governing the receipt and application of the funding are clearly understood and will protect Fenland District Council's legal and financial interests in the project.

3 Recommendations

- Cabinet members are requested to:

Note the successful bid for funding from the BEIS in the sum of £4,492,676.75 to assist in the delivery of the Social Housing Decarbonisation Fund Demonstrator Project;

- Authorise Fenland District Council's entry into BEIS' Memorandum of Understanding at Appendix A of this Report;
- Subject to the above being agreed, authorise officers to enter into all required legal and financial documentation necessary to give effect to this decision to include a separate grant funding agreement with Clarion Housing to be approved in consultation with the Cabinet Members for Social Housing and Leisure, Housing and Transformation and Communication.

Wards Affected	All
Forward Plan Reference	
Portfolio Holder(s)	Cllr Sam Clark Portfolio Holder for Social Housing & Leisure Cllr Sam Hoy Portfolio Holder for Housing Cllr Steve Tierney Portfolio Holder for Transformation & Communication (energy conservation)
Report Originator(s)	Dan Horn - Head of Housing & Community Support Neil Krajewski - Deputy Chief Accountant Amy Brown - Chief Solicitor and Deputy Monitoring Officer
Contact Officer(s)	Dan Horn - Head of Housing & Community Support Neil Krajewski - Deputy Chief Accountant Amy Brown - Chief Solicitor and Deputy Monitoring Officer Carol Pilson - Corporate Director Peter Catchpole - Corporate Director and Section 151 Officer
Background Paper(s)	https://www.gov.uk/government/publications/social-housing-decarbonisation-fund-demonstrator

Report:

1 Background / Introduction

- 1.1 BEIS Government department launched the SHDFD project.
- 1.2 Fenland District Council successfully bid for £4,492,676.75 worth of funding from BEIS to demonstrate innovative approaches to retrofitting social housing at scale. It will mean warmer and more energy efficient homes, a reduction in households' energy bills, and lower carbon emissions.
- 1.3 The SHDF Demonstrator project is an initial investment to learn lessons and catalyse innovation in retrofitting for the Social Housing Decarbonisation Fund, for which the Conservative manifesto committed £3.8 billion of new funding.
- 1.4 Although the Council no longer manages social housing stock there remains a statutory responsibility to work to improve the condition of the housing stock in Fenland and meet housing needs.
- 1.5 Clarion Housing approached the Council indicating they were keen to submit a bid to undertake major refurbishment of a number of properties within the Fenland District. The proposed refurbishment to be undertaken was to decarbonise existing properties with an Energy Performance rating of "D" or below. Decarbonisation means reducing carbon emissions from the properties retrofitted.
- 1.6 The guidance implied undertaking the project over a larger geographical area was encouraged and therefore after looking at properties within their portfolio Clarion indicated a submission incorporating social housing Clarion owned in both Fenland, together with properties Clarion owned in Tonbridge and Malling Borough Council (TMBC) in Kent would improve the likelihood of success. Tonbridge and Malling Borough Council (TMBC) indicated at an early stage that whilst they would be keen to be involved in submitting a bid they could only be a partner and would not be able to be the lead bidder.
- 1.7 Due to the regulations linked to the funding BEIS required a local authority to submit the bid even in areas where the Council stock had been transferred.
- 1.8 Following discussion with the relevant Portfolio Holders and subject to satisfactory legal and financial due diligence, Fenland District Council took on the role of lead bidder making its submission to BEIS in conjunction with Clarion and TMBC by the deadline of the 12th November 2020.
- 1.9 The submission was for circa £9 million of investment in energy efficiency measures across the 2 Council areas. This consists of circa £4.5 million BEIS grant and circa £4.5 million of match funding by Clarion.
- 1.10 On the 4th December the Council was informed that the submission was successful.
- 1.11 The SHDF Demonstrator project is an initial investment to learn lessons and catalyse innovation in retrofitting for the Social Housing Decarbonisation Fund, for which the Conservative manifesto committed £3.8 billion of new funding.

2 The Submission

- 2.1 Our project addresses all 7 project objectives as set out in the Guidance Document (<https://www.gov.uk/government/publications/social-housing-decarbonisation-fund-demonstrator>) as follows:
 - a) ENERGY DEMAND REDUCTION: The properties improved will achieve a greater than 50% energy demand reduction to create additional bill savings for residents.

- b) **COST REDUCTION:** The project aims to achieve significant cost reductions compared to “one off” or small pilot trials through economies of scales, and process efficiencies associated with the existing planned investment delivery maintenance. This is enabled by Clarion’s ability to access a ready-established supply chain which is key to the approach through innovative procurement (already completed for a 20 year period) and an open-book approach to the partnership. Through this process significant lessons will be learnt to further reduce costs and improve efficiency, which Clarion will share internally, and across the sector.
- c) **GREEN JOBS AND SUPPLY CHAINS:** Clarion estimate the project will generate 68 jobs and apprenticeships by accelerating retrofit plans including use of local subcontractors and installers.
- d) **SCALE:** Clarion have identified almost 300 potential homes in need of this type of investment and propose to treat 160 dwellings (80 in each local authority area). This will allow for early pilot projects and honing of approach (learning by doing), and sharing this across the partnership (and sector). This is well within the capabilities of Engie and United Living who delivered thousands of home improvement measures for Clarion last year.
- e) **REPLICABILITY:** 35.1% of Clarion’s social rented homes are EPC D and will require significant retrofit to be “zero carbon ready” like the project. Learnings from this project will fold into that retrofit programme which will continue alongside these projects and, if successful, more works are likely to roll on to meet Clarion’s targets which of course will be of huge benefit to Fenland residents living in warmer , healthier homes with reduced running costs and more disposable income. Notably the contractors for this project work with a range of other social housing providers to deliver programmes of work including retrofit – this knowledge will reach these other HAs also given the open sharing and learning promoted by this bid.
- f) **OCCUPANT HEALTH:** Overall Clarion expect improvements in health and wellbeing and will use HACT social value metrics to measure this. <https://www.hact.org.uk/news/new-hact-social-value-metrics-guidance-toolkit> . Clarion will use a multi-pronged approach to ensure resident wellbeing and mitigate any unintended consequences with early resident engagement prior to works. This includes identifying potential vulnerability issues. Post-retrofit resident engagement will include online solutions for training and guidance on operation of retrofitted homes to avoid user error. In addition, utilising Clarion Futures Money guidance team, who have a specialty in integrated fuel poverty assistance and trained guidance officers to support residents identified with potential vulnerabilities and fuel poverty risk will be further assisted with an integrated support package to address any further potential issues that might affect health and wellbeing during or after the retrofit. Finally, heating and other works identified as required during survey (e.g. roof replacement) to be done in parallel with retrofit package.
- g) **PERFORMANCE EVALUATION:** Clarion will follow industry standard guidance on performance evaluation with all projects having ‘basic monitoring’ plus additional testing (airtightness and thermography) for quality assurance. A minimum of 10% of properties will have “intermediate monitoring” and a further 10% with “advanced monitoring” to allow numerical and other insights to be gathered. Supporting this will be overarching, cross-cutting monitoring and analysis of data and occupant survey/interview material to support wider learning. We envisage this being shared amongst other successful bidders and the wider industry.

3 Fenland District Council Considerations

3.1 What is exciting for Fenland is the following:

- The Council can help enable circa £4.5 million [half of the circa £9 million total bid] of investment into Fenland homes as part of our enabling Housing Statutory duties to improve the condition of homes in the district.
- The residents of the properties improved will be involved in the learning from the improvements and participate in the project.
- The residents of the properties improved will have healthier homes to live in.
- The residents of the properties improved will have more disposable income through lower heating bills which will be timely as part of the COVID recovery for our community.
- Clarion as part of their bid are emphasising the learning of the demonstrator projects and how they will engage with local Fenland area businesses and residents who may want to diversify into this growing economic sector – again this will be of benefit as part of the COVID recovery for the economy for our area.
- FDC will be party to all the communication / media interest as an enabler to the scheme and enhance our reputation with central government with our ability to deliver initiatives such as this that helps drive the new national industrial strategy.
- Further evidence to Government of the Council's ability to manage projects of this size to attract further inward investment

4 Legal Implications

- 4.1 To receive the funding the Council is required to enter into BEIS' standard MoU as set out in Appendix A. The terms of the MoU have been reviewed and approved by legal colleagues and are consistent with expectations for this type of project.
- 4.2 As per the detail contained in the main body of the Report, whilst Fenland District Council submitted the bid to BEIS and will take receipt of the funding from them, this funding will then be passported to Clarion who, in turn, will deliver the intended outcomes together with their match funding both in Fenland and Tonbridge and Malling. To facilitate and govern the onward transmission of the funding, Fenland District Council will need to enter into a separate grant funding agreement with Clarion and this is in the process of being drawn up for approval in accordance with the requested recommendations.
- 4.3 Entry into the respective agreements will protect Fenland District Council's legal and financial interests by setting clear parameters for delivery of the project.
- 4.4 The proposed arrangements have been assessed as State Aid and procurement compliant.

5 Financial Implications

- 5.1 The MoU prepared by BEIS states that the government will pay over the full amount of the grant to the Council within 10 working days of the relevant documentation being signed. The amount the Council will receive will include funds to undertake works on Clarion properties located in Tonbridge and Malling, as well as those located in Fenland.
- 5.2 The Council is required to work with Clarion and TMBC to produce a schedule of milestones which will need to be submitted to government alongside the signed MoU. It is envisaged that funding will be paid over to Clarion in line with the agreed milestones. Arrangements will be finalised as part of the grant funding agreement referred to in paragraph 4.2 above.
- 5.3 It is expected that funding will be paid over as a 50% contribution towards eligible costs incurred by Clarion. The value of work undertaken will be independently certified by relevant professionals engaged by Clarion to deliver the project. Relevant documentation will need to be produced by Clarion before the Council will authorise payment.

- 5.4 The grant funding agreement will stipulate that there is no provision for Fenland District Council to make an additional financial contribution to ensure the success of the project. Clarion are responsible for ensuring that effective use is made of the grant allocated by government to deliver the best possible outcome for their tenants.
- 5.5 BEIS require the Council to submit detailed monthly monitoring reports. Clarion will be responsible for compiling these reports and relevant safeguards will be incorporated into the grant agreement requiring Clarion to indemnify the Council in respect of the consequences which may arise if any of the information included in these reports was later found to be inaccurate.

6 Effect on Corporate Objectives

6.1 Communities

- Support vulnerable members of our community
 - Use our housing powers to prevent homelessness and reduce rough sleeping, meet housing needs, improve housing conditions and keep homes safe and accessible
- Promote Health and Wellbeing for all
 - Work collaboratively with partners, including in new and emerging networks, to deliver our Health and Wellbeing Strategy in order to tackle local health priorities and reduce health inequalities

6.2 Economy

- Attract new businesses, jobs and opportunities whilst supporting our existing businesses in Fenland:
 - Work with partners, local businesses and the Combined Authority to attract inward investment and establish new business opportunities
- Promote and enable housing growth, economic growth and regeneration across Fenland
 - Identify and bid for external funding that aligns with and supports our housing, economic and growth objectives

7 Community impact

- 7.1 Significant positive community impact with regard to the properties improved and the advantages to the residents in those homes with regard to reduced energy costs and improved house conditions alongside the learning to local businesses from which they can consider future opportunities in this growing sector

**SOCIAL HOUSING DECARBONISATION FUND
DEMONSTRATOR**

**MEMORANDUM OF UNDERSTANDING
Between the**

**SECRETARY OF STATE FOR BUSINESS, ENERGY AND
INDUSTRIAL STRATEGY**

And

«Lead_LA»

MEMORANDUM OF UNDERSTANDING

SOCIAL HOUSING DECARBONISATION FUND DEMONSTRATOR

CONTENTS

MEMORANDUM OF UNDERSTANDING	4
DEFINITIONS	4
PURPOSE	5
BACKGROUND	5
OBJECTIVES/OUTCOMES	6
THE GRANT	6
SCOPE OF ACTIVITY	7
VALUE ADDED TAX	8
INTERACTION WITH OTHER FUNDING	8
STATE AID	9
PROCUREMENT AND OTHER BENEFITS TO THIRD PARTIES	9
COMMERCIAL USE OF THE GRANT	9
GRANT WITHDRAWAL AND REPAYMENT	9
SUSPENSION	11
AGREED USE OF UNDERSPEND	11
GOVERNANCE	12
PERFORMANCE	13
MONITORING AND AUDIT	14
RECORD KEEPING	14
RISK MANAGEMENT	15
INFORMATION SHARING	16
FREEDOM OF INFORMATION	16
INTELLECTUAL PROPERTY	17
COMPLIANCE WITH THE LAW	17
ANTI-DISCRIMINATION	17
RESPONSIBILITY FOR EMPLOYEES, CONTRACTORS, AGENTS AND PARTNERS	17
WARRANTIES	18
LIMITATION OF LIABILITY	18

VARIATION	18
ASSIGNMENT	18
STATUS	18
FURTHER FUNDING	19
REFERENCES	19
APPENDIX 1	21
APPENDIX 2a [England and Wales]	23
APPENDIX 2b [Scotland and Northern Ireland]	24
APPENDIX 3a [England and Wales]	25
APPENDIX 3b [Scotland and Northern Ireland]	27
APPENDIX 4 [UK wide]	28
APPENDIX 5 [UK wide]	29
APPENDIX 6 [UK wide]	30
APPENDIX 7 [UK wide]	31
APPENDIX 8 [UK wide]	32
APPENDIX 9a – Milestone Schedule – [England and Wales]	33
APPENDIX 9b – Milestone Schedule – [Scotland and Northern Ireland]	34

MEMORANDUM OF UNDERSTANDING SOCIAL HOUSING DECARBONISATION FUND DEMONSTRATOR

DEFINITIONS

In this MOU, the following terms will have the following meanings:

“**Authority**”, in the case of a Consortium, means the local authority that is to sign this MOU delivering the Proposal set out in Appendix 4 and to whom the Grant is to be paid by the Secretary of State subject to the provisions of this MOU.

“**Consortium**” means a group of local authorities working together to deliver the Proposal set out in Appendix 4 under the leadership of the Authority.

“**Funding Period**” is the period from initial allocation of the Grant to [XX] December 2021.

“**Eligible Cost**” means payments by the grant recipient during the Funding Period for the purposes of the project.

“**Monthly Report**” has the meaning given to it in paragraph [44].

“**Project Board**” means the BEIS Project Board for the SHDF Demonstrator.

“**Project Team**” means the Social Housing Decarbonisation Fund Demonstrator (“SHDF Demonstrator” or “the project”) delivery project team within BEIS responsible for the delivery of the scheme, supported by their appointed delivery partner.

“**Proposal**” means the Authority’s proposal set out in Appendix 4.

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 Social Housing Decarbonisation Fund Demonstrator (“SHDF Demonstrator” or “the Project”) in England, Wales, Scotland and Northern Ireland.
2. To clarify the roles and responsibilities of the parties to the MOU.
3. The Parties to this MOU are:
 - a. The Secretary of State for Business, Energy and Industrial Strategy (“**Secretary of State**”); and
 - b. The «Lead_LA» known as “**the Authority**”.

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

4. The MOU is dated [XX] January 2020.
5. The Secretary of State has decided to grant capital funding through SHDF Demonstrator to the Authority. The Authority has committed to spend such funds to deliver the proposed SHDF Demonstrator.
6. The Parties wish to record their understanding regarding the Grant funding which are detailed in this MOU.

BACKGROUND

7. On 8 July 2020, the Chancellor’s Summer Economic Update announced the UK-wide SHDF Demonstrator to start the decarbonisation of social housing over 2020/21, and to support green jobs as part of the COVID-19 Economic Recovery Plan.
8. This £50 million SHDF Demonstrator will support social landlords to demonstrate innovative approaches to retrofitting social housing at scale. It will mean warmer and more energy efficient homes, a reduction in households’ energy bills, and lower carbon emissions.
9. The SHDF Demonstrator upscales the existing Whole House Retrofit (“WHR”) Innovation Competition. The SHDF Demonstrator project is an initial investment to learn lessons and catalyse innovation in retrofitting for the Social Housing Decarbonisation Fund, for which the manifesto committed £3.8 billion of new funding.

OBJECTIVES/OUTCOMES

10. The SHDF Demonstrator competition is designed to contribute to achieving the Buildings Mission¹ objective for homes of halving the total use of energy compared to today's standards for new build, through halving the cost of renovating existing buildings to a similar standard as new buildings, while increasing quality and safety and to support green jobs as part of the COVID-19 Economic Recovery Plan. The projects are expected to achieve the following objectives:
- Achieve significant energy demand reduction in dwellings, and reduction in fuel bills, by applying a whole house retrofit approach that is compliant with PAS 2035;
 - Achieve a significant cost reduction for the approach selected within the lifetime of the project, and provide evidence on the sources of cost reduction;
 - Support green jobs and utilise local supply chains² to contribute to economic stimulus post COVID-19;
 - Safely treat an appropriate number of dwellings to demonstrate achievement of cost reduction in a replicable manner;
 - Provide evidence on replicability and scale-up of approach in future projects;
 - Ensure the improvement of health, comfort and well-being of occupants and mitigate any unintended consequences;
 - Provide evidence of performance evaluation post retrofit.

THE GRANT

11. The Secretary of State grants the Authority capital funding of £[INSERT AMOUNT] (“Grant”). This funding is subject to the Authority meeting the commitments set out in their Proposal to procure the delivery of the Services (Appendix 4).
12. The Authority will as soon as possible and by [INSERT DATE] at the latest provide the Secretary of State with the documentation and information listed in Appendix 1 to the extent it has not already been provided to the Secretary of State by the Authority.
13. For applicants in England and Wales, at the commencement of the project, on [INSERT DATE], subject to the correct details being provided, the Secretary of State shall intend to pay the full amount of the Grant within 10 working days of receipt of the documentation specified in Appendix 1 of this MOU.

¹ <https://www.gov.uk/government/publications/industrial-strategy-the-grand-challenges/missions>

² Including Repair Maintenance and Improvement (RMI) installers, retrofit installers, manufacturers, design, surveying and retrofit coordinators

14. For applicants in Scotland and Northern Ireland, subject to the correct documentation being provided, the Secretary of State shall agree to pay on a milestone basis the grant amounts specified in Appendix 9b of this MOU (Payment Milestones) and as outlined in the Authority's Proposal (Appendix 4). The Secretary of State will endeavour to issue payments within 10 working days of receipt of an evidenced Grant Claim Form (Appendix 5).
15. For Scotland and Northern Ireland, final Grant Claim Forms must be received in time to allow for processing and payment by 31 December 2021. If circumstances outside the control of the Authority occur which impact on the delivery of relevant milestones, the Authority must inform their Monitoring Officer as soon as possible.
16. The Grant is made available for use during the period from the date of this MOU until [XX] December 2021.
17. The Secretary of State reserves the right to agree an extension to the date of this MOU, should the Authority provide a request in writing to do so, reflecting the maturation of risk or uncertainty.
18. The Authority will commit to match funding in the amount of [£X] as provided in their Proposal (Appendix 4) and agreed in writing by the Parties.

SCOPE OF ACTIVITY

19. The Authority will use the Grant in accordance with the provisions of this MOU whereby eligible costs are all those incurred to deliver the Proposal. Eligible costs are those as defined in the Guidance document, found on the [SHDF Demonstrator webpage](#).
20. The Authority will use the Grant in accordance with the accompanying competition guidance.
21. Where the Grant includes capital funding, accounting standards permit, in certain limited circumstances, the capitalisation of costs incurred when delivering the capital assets for the Proposal (for example, professional fees, evaluation and marketing).
22. Without prejudice to any other provisions of this MOU, the Authority will not use the Grant for the following purposes:
 - 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;
- Use in connection with the receipt of contributions in kind (a contribution in goods or services as opposed to money);
- Use to cover interest payments (including service charge payments for finance leases);
- 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);
- Use to pay statutory fines, criminal fines or penalties;
- Use to pay for eligible costs incurred before the date of this MOU;
- Use in respect of Value Added Tax (VAT) that the Authority is able to reclaim from HM Revenue and Customs; or
- Use to cover routine and statutory maintenance obligations.

VALUE ADDED TAX

23. Eligible Cost (see accompanying Guidance document) 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.

INTERACTION WITH OTHER FUNDING

24. SHDF Demonstrator funding constitutes a grant from public funds and under these circumstances SHDF Demonstrator public grant funding must not be used to part fund measures with other Government schemes.
25. The Authority acknowledges that they must introduce controls to ensure projects do not allow the blending of funding with other government schemes (such as the domestic Renewable Heat Incentive or the Green Homes Grant scheme (GHG)) on the same individual measure.
26. SHDF Demonstrator funding can be matched with Local Authority budgets or other third-party finance to deliver the outcomes anticipated for the SHDF Demonstrator.
27. Where right to buy leasehold properties, and/or freehold properties subject to an estate charge, are a component of the proposed SHDF Demonstrator project:
- a. SHDF Demonstrator and match funding must be used on those properties, without costs being passed on to leaseholders/freeholders.

- b. Leaseholders/freeholders are able to access Government funding, such as the GHG scheme, or leveraged third party funding to contribute to the costs of the project if they wish.

STATE AID

28. The Authority will ensure the project is compatible with EU State aid rules, or relevant subsidy control rules which apply in domestic UK law from 1 January 2021, as applicable.
29. Where relevant, prior to a local authority committing funding as part of the delivery of its Proposal, the Authority must assess compliance with the EU State aid rules or relevant subsidy control rules which apply in domestic UK law from 1 January 2021, as applicable.
30. The Authority is required to obtain and retain all declarations and information as may be required to enable both the Authority and the Secretary of State to comply with EU state aid rules or relevant subsidy control rules which apply in domestic UK law from 1 January 2021, as applicable, 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

31. The Authority will, in delivering the Proposal:
 - a. Comply with all relevant requirements of UK [and EU] law relating to public procurement in force and applicable from time to time; and
 - b. 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 invoice from that contractor.

COMMERCIAL USE OF THE GRANT

32. 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

33. In accordance with paragraphs 33 to 39, 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 37). In the case of late payment, paragraph 37 shall also apply to any other amount required by the European Commission or any amount required by any relevant subsidy control rules which apply in domestic UK law from 1 January 2021 (as the case may be) where the Grant, or any part of it, has been paid (including in cases where the Authority has already spent the Grant money).

34. The Authority accepts that the Secretary of State may exercise the options referred to in paragraph 33 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, the European Commission or any equivalent body as a result of the relevant subsidy control rules which apply in domestic UK law from 1 January 2021, as the case may be;
 - 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) EU law relating to State aid or relevant subsidy control rules which apply in domestic UK law from 1 January 2021, as applicable;
 - c. In any instance where it is deemed the Grant was irregularly obtained; or spent in a way that is deemed to not meet the project objectives.
35. When exercising the options referred to in paragraph 34, 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.
36. 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.
37. 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 (including any rate required under EU law relating to state aid or relevant subsidy control rules which apply in domestic UK law from 1 January 2021), if it is higher.
38. Where the Authority does not make the relevant payment within the timeframe specified in paragraph 36, further interest on the outstanding sum (inclusive of interest already charged under paragraph 37) 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.

39. Should the Secretary of State not exercise options under paragraph 34 or delay in doing so, this shall not constitute a waiver of those options unless the Secretary of State confirms such a waiver in writing. Furthermore, any such written waiver shall not be taken as a precedent for any other, or subsequent, circumstances.

SUSPENSION

40. The Secretary of State may suspend payment of the Grant where:
- a. One of the grounds in paragraph **Error! Reference source not found.** arises;
 - b. The Secretary of State has reasonable cause to believe that one of those grounds may have arisen, or is likely to arise;
 - c. One of the provisions of the MOU is not met by the Authority; or
 - d. The project is found to be significantly off-track (see Performance) at any point from 3 months after the date of this MOU. In this case the Secretary of State could seek repayment of all, or any proportion of the Grant, in accordance with paragraphs 33 to 39 (subject to paragraphs 46 – 48 being exhausted).
41. 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.
42. The Authority will inform the Secretary of State in writing if it has any concerns that any of the grounds in paragraph 34 might arise or that it will not be able to meet the provisions of the MOU. If such concerns arise after the Authority has received the Grant, the Authority will not make any use of the Grant until the Secretary of State has authorised continued use of the Grant in writing.

AGREED USE OF UNDERSPEND

43. In the event that the Authority does not use all the Grant to secure delivery of the Proposal by **XX** December 2021:
- 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 SHDF Demonstrator; and
 - b. If the Parties are unable to reach an agreement described in paragraph 43, the Authority agrees to repay the unspent Grant within 30 days of **XX** December 2021.

GOVERNANCE

44. On a monthly basis, the Authority will provide a monthly report, as set out in Appendix 7, to the Project Team, acting on behalf of the Secretary of State, on or before the 15th day of the month following the month being reported (the “Monthly Report”). The Monthly Report shall detail monthly progress, financial forecasts, the top risks and issues, and progress against Key Performance Indicators (KPIs) and milestone targets as stipulated in the Proposal.
45. The Project Team’s authorised representative(s) have the right to make site visits to review project progress at times previously agreed between the Parties. The Authority must require its contractors performing project work to provide reasonable access to facilities, resources, and assistance for the safety and convenience of the Project Team and its representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.
46. Should the Project Team identify in the Monthly Report a significant variation in the Authorities performance against their milestone targets as set out in Appendix 9a or Appendix 9b, and against tracked KPIs, the Project Team on behalf of the Secretary of State may request a recovery plan (see Appendix 8) detailing the interventions required to recover the project(s).
47. The Project Team will determine if the interventions detailed in the recovery plan provide confidence of project recovery. If necessary, the Project Team, working with the Authority, will provide further recommendations to address areas of concern. The Project Team and the Authority will jointly agree a timescale to implement the interventions.
48. Should the Authority (a) implement the interventions, and fail to see project(s) recovery, or (b) fail to implement the interventions, this will be escalated to the Project Board.
49. As set out in the monitoring and evaluation section of the guidance document, the Authority will be required to provide specific information on a monthly basis. Details are outlined in Appendix 1 of this MOU. As well as monitoring progress and facilitating collaborative approaches to support delivery, the data will support a detailed evaluation of the overall scheme, including the types of properties, households and measures delivered through the SHDF Demonstrator. Further information is provided within the guidance document. Additionally, the Project Team will provide a suggested privacy notice and consent form at the point of grant award. Use of these is not mandatory, however, if they are not used the Authority will be required to demonstrate how consent for contact has been obtained and that all relevant parties have been notified of how their data will be used.

50. The Authority will work with the supply chain³ to assure that detailed monitoring of the measures being installed can take place through the Trustmark Data warehouse.

PERFORMANCE

51. The Authority will provide information to the Project Team in their Monthly Report submission on both the SHDF Demonstrator KPI Performance Metrics (detailed below), and any additional KPIs set out in the Proposal.

52.

Key Performance Indicator	Breakdowns
Setup and engagement progress	
Number and nature of partnerships or relationships set up	e.g. with Housing Associations or community groups that will facilitate household identification and engagement
Number of installers/suppliers engaged during pre-market engagement and who apply for delivery contracts	Total engaged Total applicants
Number and value of contracts issued to installers/suppliers	Total contracts awarded Total unsuccessful applicants
Number of homes identified as eligible	Starting EPC band
Number of homes contacted	
Number of homes agreeing to an installation	
Monitoring of delivery	
Number of Whole House Retrofits started	Date
Cost Whole House Retrofit per property	Total cost Cost for: each measure, design, installation, OPEX, Capex
Number of people working (FTE) per project	Total Role (including apprenticeships)
Number of households where Whole House Retrofits carried out	Number of measures installed Types of measures installed Expected bill savings
Number of Homes achieving the end use energy demand target of 50 kWh/m ² or lower	End use energy demand for each retrofitted dwelling/dwelling archetype

53. The Authority will provide qualitative feedback as part of monthly reporting requirements on progress being made to deliver the SHDF Demonstrator. This will include successes and lessons learned, as well as barriers encountered in

³ Including Repair Maintenance and Improvement (RMI) installers, retrofit installers, manufacturers, design, surveying and retrofit coordinators

relation to their chosen delivery model; for example, reasons why homes do not agree to installation, or challenges engaging with the supply chain.

54. The Authority shall also propose a monthly target for the following month for each KPI set out in Appendix 7 as part of their Monthly Report submission. To help assess performance, the Project Team will review performance levels against the monthly target. Performance levels will be determined in accordance with the levels set out in the table below. All proposed KPI targets will be reviewed by the Project Team to consider risks around deliverability.

Performance Levels	Percentile	Action Required
Green (On Target)	90%<100% of Target	No Action
Amber (Off Target)	70%<89% of Target	No Action
Red (Significantly Off Target)	<69% of Target	Recovery Plan

MONITORING AND AUDIT

55. As part of the overall evaluation of project outcomes the Project Team will engage support from a monitoring and evaluation partner, and further support the aggregation of performance data across other schemes through a data analytics partner. The Authority will support all activities in relation to monitoring 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 three years after completion of the Proposal, for example as part of the Secretary of State's ongoing evaluation commitments.

RECORD KEEPING

56. 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.

RISK MANAGEMENT

57. The Authority agrees to provide assurance that risks in relation to the delivery of the Proposal have been identified and mitigated. The Authority will complete the Risk Register at Appendix 6 and return it to the Secretary of State as part of their MOU submission.
58. The Secretary of State has specified that all Authorities funded through the SHDF Demonstrator should provide assurance about the management of the following generic risks:
- a. Poor quality installations result in sub-standard performance of properties retrofitted;
 - b. Being able to secure the correct whole house retrofit assessor capability;
 - c. COVID-19 causes a delay to the project;
 - d. The failure of systems and/or processes;
 - e. The failure to deliver the intended outcomes of the project;
 - f. A lack of Supply Chain capability and capacity in the market to deliver the work; and
 - g. The material condition of the housing stock not improving.
59. The Authority will also include any other risks not included in paragraph 58 which it believes are relevant to the scheme.
60. 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.

61. As part of the Monthly Report, the Authority shall report the status of the top risks and issues identified within the Risk Register 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.
62. As soon as it becomes apparent to the Authority that a risk on the Risk Register is scoring high or above in the Monthly Report, the Authority will inform the Project Team.

INFORMATION SHARING

63. The Secretary of State may share information relevant to the Grant and Proposal with the agents of the Secretary of State, and other public authorities⁴.

DATA PROTECTION

64. In so far as it is possible to do so in accordance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 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;
 - b. Allows BEIS to share the Information with any of its research or evaluation partners; and
 - 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.

FREEDOM OF INFORMATION

65. The Parties may be obliged to disclose information relating to the SHDF Demonstrator, the Grant, and the Proposal under the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or under another requirement of law.
66. The Parties will assist and cooperate with each other as reasonably requested to facilitate compliance with those requirements.
67. 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

⁴ Including the European Commission in relation to any State Aid issues should they arise.

Environmental Information Regulations 2004, the Secretary of State may make that response publicly available for the purposes of transparency.

INTELLECTUAL PROPERTY

68. In undertaking the Proposal, the Authority will not infringe the intellectual property rights of any third party.
69. 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.
70. 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

71. 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 health and safety, building regulations, product standards, public procurement, State aid and relevant subsidy control rules which apply in domestic UK law from 1 January 2021, as applicable).
72. 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

73. The Authority will comply with the requirements of the Equality Act 2010 and avoid any unlawful discrimination.
74. The Authority and the Project Team will work collaboratively to develop an appropriate understanding of the project's impact on relevant communities where necessary in relation to demonstrating due regard in terms of the Public Sector Equality Duty as set out in the Equality Act 2010.
75. The Authority will disclose any consequences, intentional or unintentional, resulting from works undertaken as part of the project which impact on people of a protected characteristic.

RESPONSIBILITY FOR EMPLOYEES, CONTRACTORS, AGENTS AND PARTNERS

76. 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

77. The Authority confirms 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

78. 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 Appendices 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 shall 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.

VARIATION

79. 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.

ASSIGNMENT

80. 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

81. 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.
82. 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. Accordingly, the Authority will not hold itself out as having any such relationship with the Secretary of State.

FURTHER FUNDING

83. 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.

REFERENCES

84. 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

85. The Authority will be able to contact BEIS in writing by post or hand delivery to the following address:

Department for Business, Energy and Industrial Strategy EEL Directorate: SHDF Demonstrator team 1 Victoria Street London SW1H 0ET

86. The relevant contacts for the Secretary of State are:

NAME	EMAIL	TELEPHONE
To be confirmed		

87. The relevant contacts for the Authority are:

NAME	EMAIL	TELEPHONE

88. The Secretary of State has appointed a delivery partner, Ricardo. The relevant contacts are:

NAME	EMAIL	TELEPHONE
To be confirmed		

Signed for and on behalf of the Secretary of State

Signature

Name

Position

Date

Signed for and on behalf of the Authority

Signature

Name

Position

Date

APPENDIX 1

Documentation to be provided by the Authority before the Grant will be released [England and Wales]:

What needs to be provided?	Deadline for submission to BEIS	Appendix
Two signed copies of this MOU	15 th January 2021	N/A
A signed copy of the Section 151 Officer declaration	As above	Appendix 2a
A signed copy of the Section 31 Grant Letter	As above	Appendix 3a
A completed Grant Claim Form including Bank Details	As above	Appendix 5
Completed Milestone schedule	As above	Appendix 9a

Documentation to be provided by the Authority before the Grant will be released [Scotland and Northern Ireland]:

What needs to be provided?	Deadline for submission to BEIS	Appendix
Two signed copies of this MOU	15 January	N/A
A signed copy of the Senior Local Authority Officer declaration	As above	Appendix 2b
Grant Letter	As above	Appendix 3b (to follow)
A completed Grant Claim Form including Bank Details	As above	Appendix 5
Milestone Payment Plan	As above	Appendix 9b

Reporting to be provided by Authority over course of the project

What	When	Appendix
Grant Claim Form (Scotland and Northern Ireland)	See milestone claims schedule (appendix 9b)	Appendix 5
Monthly progress report (refer paragraph 44)	Monthly, commencing February	Appendix 7
Project Risk register update	As above	Appendix 6

Monitoring and evaluation data	(to be confirmed in accordance with the M&E)	Annex 2 (to follow)
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APPENDIX 2a [England and Wales]

Section 151 Officer Declaration

In my position as the Section 151 Officer for «Lead_LA» I confirm that:

- a) «Lead_LA» will accept the grant funding that has been offered through the SHDF Demonstrator;
- b) The information and evidence pertaining to this grant claim is complete, true and accurate;
- c) «Lead_LA» will ensure the delivery of the Services in accordance with the terms of the Proposal and milestones; and
- d) «Lead_LA» will comply with the provisions of the Memorandum of Understanding dated ___/___/2020 in connection with its delivery of the Proposal

SIGNATURE

NAME

POSITION

DATE

APPENDIX 2b [Scotland and Northern Ireland]

Senior Local Authority Officer Declaration

In my position as the Senior Local Authority Officer for «Lead_LA» I confirm that:

- a) «Lead_LA» will accept the grant funding that has been offered through the SHDF Demonstrator;
- b) The information and evidence pertaining to this grant claim is complete, true and accurate;
- c) «Lead_LA» will ensure the delivery of the Services in accordance with the terms of the Proposal and milestones; and
- d) «Lead_LA» will comply with the provisions of the Memorandum of Understanding dated ___/___/2020 in connection with its delivery of the Proposal

SIGNATURE

NAME

POSITION

DATE

APPENDIX 3a [England and Wales]

Section CAPITAL grant determination (non-ringfenced)

SHDF DEMONSTRATOR GRANT DETERMINATION (insert year): No 31/xx

The Minister for Climate Change and Corporate Responsibility (the “Minister”), 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 as the SHDF Demonstrator funding for [LA] Determination (year) [No31/xx].

Purpose of the grant

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

Determination

3) The Minister 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 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 Minister obtained the consent of the Treasury.

Signed by authority of the Minister for Climate Change and Corporate Responsibility

*Selvin Brown MBE
Director - Energy Efficiency and Local
Business, Energy and Industrial Strategy*

[xx xxxx] 2020

ANNEX A (to Appendix 3a)

Authority to which grant is to be paid	Amount of grant to be paid
---	-------------------------------

XXXXX

XXXXX

XXXXX

XXXXX

ANNEX B (to Appendix 3a)

GRANT CONDITIONS

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

2. The Chief Executive and Chief Internal Auditor of each of the recipient authorities are required to sign and return to the team leader of the Energy Efficiency and Local Division of BEIS a declaration, to be received no later than [15th January 2021], 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 the SHDF Demonstrator Grant Determination for [LA] (year) [No31/xx] have been complied with”.

3. If an authority fails to comply with any of the conditions and requirements of paragraphs 1 and 2 (of Annex B to Appendix 3a), the Minister may-

a. reduce, suspend or withhold grant; or

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

4. Any sum notified by the Minister under paragraph 3(b) (of Annex B to Appendix 3a), shall immediately become repayable to the Minister.

APPENDIX 3b [Scotland and Northern Ireland]

Grant Letter - to follow

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APPENDIX 4 [UK wide]

The Proposal

[For the purposes of the SHDF Demonstrator, the proposal is the application submitted on 12 November 2020

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APPENDIX 5 [UK wide]

Grant Claim Form

SECTION 1 REQUESTER DETAILS	
LOCAL AUTHORITY	
BANK DETAILS	
PURCHASE ORDER NUMBER	
CONTACT NAME	
TELEPHONE NUMBER	
EMAIL ADDRESS	

SECTION 2 CLAIM DETAILS	
SHDF DEMONSTRATOR GRANT TOTAL TO BE CLAIMED	
DATE OF CLAIM	
<i>Claims may include VAT that the authority is not able to reclaim from HM Revenue & Customs or not likely to become able to claim.</i>	

SECTION 3: SENIOR LOCAL AUTHORITY OFFICER'S DECLARATION
<p>I confirm that I have considered the Authority's proposal (copied as at Appendix 4 of the MOU) against which this Grant claim is made, as well as the principles set out in the Memorandum of Understanding, 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 <p>Signed</p> <p>Printed name</p> <p>Position</p> <p>Date</p>

APPENDIX 6 [UK wide]

Risk Register

Please refer to Risk Assessment in Annex 3 on the [SHDF Demonstrator competition webpage](#).

[For monthly reporting this will be added to Appendix 7]

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APPENDIX 7 [UK wide]

Monthly Report. [Draft Appendix 7 - Monthly Report](#)

[attached]

DRAFT

APPENDIX 8 [UK wide]

Recovery Plan

Local Authority INSERT FULL NAME	Grant Reference INSERT REFERENCE #	Local Authority Lead INSERT LEAD OFFICIAL	Report Date INSERT DATE
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Summary of Recovery Plan

Summary of Recovery Interventions					
#	Interventions	Target Date	Actual Date	Status	Owner
1				R/A/G	
2				R/A/G	
3				R/A/G	
4				R/A/G	
5				R/A/G	

APPENDIX 9a – Milestone Schedule – [England and Wales]

See Excel document:

DRAFT

APPENDIX 9b – Milestone Schedule – [Scotland and Northern Ireland]

See Excel document:

DRAFT

Agenda Item 6

DRAFT 6 MONTH CABINET FORWARD PLAN – Updated 24 December 2020



(For any queries, please refer to the published forward plan)

CABINET

CABINET DATE	ITEMS	LEAD PORTFOLIO HOLDER
Mon 25 Jan 2021	<ol style="list-style-type: none"> 1. Council Tax Support Scheme 2021/22 2. Project Update – Growing Fenland & CCC Capital Community Fund 3. Fees & Charges 4. Commercial Waste Service 5. Cabinet Draft Forward Plan 	Cllr Boden Cllr Boden Cllr Boden Cllr Murphy / Cllr Tierney Cllr Boden
Tue 23 Feb 2021	<ol style="list-style-type: none"> 1. Business Plan 2. Corporate Budget 2021/22 & MFS 3. Project Update – Growing Fenland & CCC Capital Community Fund 4. Lettings Policy for the Allocation of Affordable Rented homes 5. Freedom Leisure Update 6. Grant of Lease of Land at Manea 7. Culture Strategy 8. Cabinet Draft Forward Plan 9. Home Improvements (Confidential) 	Cllr Boden Cllr Boden Cllr Boden Cllr Hoy Cllr Clark Cllr Benney Cllr Seaton Cllr Boden Cllr Boden
Mon 22 March 2021	<ol style="list-style-type: none"> 1. Draft Local Plan Update 2. Civil Parking Enforcement Update 3. Cabinet Draft Forward Plan 	Cllr Laws Cllr French Cllr Boden
Wed 14 Apr 2021	<ol style="list-style-type: none"> 1. Cabinet Draft Forward Plan 	Cllr Boden
Tue 18 May 2021	<ol style="list-style-type: none"> 1. Project Update – Growing Fenland & CCC Capital Community Fund 2. Cabinet Draft Forward Plan 	Cllr Boden Cllr Boden

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