


<b>Agenda Item No:</b>	8	
<b>Committee:</b>	<b>Cabinet</b>	
<b>Date:</b>	24 February 2022	
<b>Report Title:</b>	Authorisation of External Funding in relation to Energy Efficiency	

## **1 Purpose / Summary**

- 1.1 To note the successful allocation of Social Housing Decarbonisation Fund Wave 1 (SHDF) funding from the Department of Business, Energy & Industrial Strategy (BEIS) and to authorise entry into the associated financial and legal agreements necessary to enable its administration.

## **2 Key Issues**

- 2.1 Fenland DC as lead partner for a consortium bid incorporating Clarion and two other local authorities has been successful in securing £5,202,622 of grant to invest in improving social housing across Fenland District, Tonbridge and Malling and Merton London Borough Council.
- 2.2 In receiving the grant FDC can ensure no liabilities (legal or financial) fall back on the Council from signing a Memorandum of Understanding from BEIS as a result of Clarion agreeing to sign a Grant Funding Agreement between the Council and Clarion
- 2.3 The funding not only improves homes of residents living in the properties that meet the criteria for investment, but also helps residents with reduced energy bills from living in highly energy-efficient properties at a time when energy prices are increasing rapidly.
- 2.4 Clarion will also invest time to help raise awareness of the learning from the work with local businesses who may wish to explore diversification into energy efficiency.
- 2.5 Receiving the grant has a close fit with the Council's business plan priorities and objectives in Communities, Environment and the Economy.
- 2.6 The Council will also receive a facilitation fee to reflect the work required to administer the grant funding in accordance with the requirements from BEIS.

## **3 Recommendations**

- 3.1 Cabinet members are requested to:
  - Note the successful bid for funding from BEIS in the sum of £5,202,622 to assist in the delivery of energy efficiency improvements in social housing stock belonging to Clarion;
  - 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 Portfolio Holders for Housing and Transformation and Communication (Energy Conservation).

Wards Affected	All
Forward Plan Reference	Authorisation of External Funding in Relation to Energy Efficiency - KEY/15OCT21/01
Portfolio Holder(s)	Cllr Sam Hoy Portfolio Holder for Housing Cllr Steve Tierney Portfolio Holder for Transformation & Communication (Energy Conservation)
Report Originator(s)	Dan Horn – Acting Assistant Director Neil Krajewski – Deputy Chief Accountant Amy Brown - Chief Solicitor and Deputy Monitoring Officer
Contact Officer(s)	As above
Background Papers	<u><a href="#">Wave 1 of the Social Housing Decarbonisation Fund (Closed) - GOV.UK (www.gov.uk)</a></u>

## 1 BACKGROUND AND INTENDED OUTCOMES

- 1.1 BEIS Government department launched the SHDF Wave 1 in the Autumn 2021.
- 1.2 Fenland District Council has been successful in its bid for funding from BEIS from its Social Housing Decarbonisation Fund Wave 1. It will mean warmer and more energy efficient homes, a reduction in households' energy bills, and lower carbon emissions.
- 1.3 The SHDF Wave 1 has taken the lessons learnt from a demonstrator project that the Council also secured over £4 million of funding for (Cabinet minute reference CAB47/20 refers). The demonstrator fund by BEIS was 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 the demonstrator fund undertake major refurbishment of properties (originally 160 but revised with agreement from BEIS to 120) within the

Fenland District and the Borough of Tonbridge and Malling in Kent. Decarbonisation means reducing carbon emissions from the properties retrofitted.

- 1.6 The demonstrator project is still being delivered and is expected to conclude in June 2022. The new SHDF Wave 1 fund was launched in September 2021 and Clarion approached the Council to develop a submission to improve properties in Fenland, Tonbridge & Malling and the London Borough of Merton.
- 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 the two partner authorities by the deadline of 15<sup>th</sup> October 2021.
- 1.9 The submission was for circa £18.3 million of investment in energy efficiency measures across the three Council areas. This consists of £5,202,622 million BEIS grant and circa £13.1 million match funding from Clarion. It will enable an investment in 450 homes across Fenland (200), Tonbridge & Malling (200) and Merton (50) that Clarion evidenced created a credible bid proposition that also aligned with Clarion's 2040 asset strategy.
- 1.10 On the 7<sup>th</sup> February 2022 the Council was informed that the submission was successful.

## **2 REASONS FOR RECOMMENDATIONS**

### **2.1 What is exciting for Fenland is the following:**

- The Council can help deliver 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 as well as a significant increase in energy costs.
- Further evidence to Government of the Council's ability to manage projects of this size to attract further inward investment

### **2.2 Alongside the benefits outlined in 2.1 with the increased investment need throughout the housing sector in sustainable and net zero carbon (NZC) products and services, there is an urgent need to support the growth of existing businesses and diversification of new entrants into the marketplace.**

- 2.3 This is highlighted when looking just at the Clarion portfolio in isolation. In 2021-22, Clarion are expecting to complete circa 120 properties to a “zero carbon ready state” representing less than 1% of their entire portfolio and for the next 3 years Clarion are forecasting that figure to increase by circa 300% year on year (450 2022/23, 1,500 2023/24 and circa 4,000 2024/25).
- 2.4 Clarion acknowledge they have a responsibility to play their part in growth of the supply chain both locally and nationally. Therefore from the demonstrator programme they are developing an event which is primarily designed to target local supply chain that are:
- already working in NZC arena
  - working in construction but not specifically NZC, and
  - existing business and/or start-up’s that see this as a growth area and would like to diversify existing activities.
- 2.5 Clarion are in the process of securing external consultants that specialise in delivering these type of events to help them create a template for future events that Clarion could deliver internally. Clarion are also speaking with Constructionline, to see how they can partner with them to ensure the event is accorded a high profile and is well-attended.
- 2.6 This learning to local businesses will be extended with the SHDF Wave 1 programme.
- 2.7 By way of Business Plan priorities, the project links with the following aims and outcomes:
- 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;
  - 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; and
  - Identify and bid for external funding that aligns with and supports our housing, economic and growth objectives.

### **3 CONSULTATION**

- 3.1 Consultation and participation with tenants is a key ingredient to the programme of investment and learning that is shared with BEIS to help inform investment into the future.

### **4 ALTERNATIVE OPTIONS CONSIDERED**

- 4.1 Not Applicable

### **5 IMPLICATIONS**

#### **5.1 Legal Implications:**

- The Council is empowered to provide the grant funding to Clarion by section 1 of the Localism Act 2011.
- The Council will be required to enter into BEIS' standard form Memorandum of Understanding ("MoU"), as set out in Appendix A. The terms of the MoU have been reviewed and approved from a legal perspective and are consistent with central Government requirements for this type of project, notably in terms of reporting, how the project is delivered and the completion of milestones.
- As noted in the main body of the Report, the Council will passport the BEIS funding to Clarion who, in turn, will deliver the intended outcomes together with their match funding in Fenland, Tonbridge and Malling, and Merton. The Council entered into a grant funding agreement with Clarion for the demonstrator project and the agreement for the main project will be in fairly similar terms. This will safeguard the Council's legal, financial and reputational interests by setting out clear parameters and requirements for the delivery of the project (including matching the BEIS requirements) and will include relevant subsidy control provisions.
- To the extent that it is required to ensure that the Council remains compliant with the MoU, the Council will enter into appropriate contractual arrangements with Tonbridge and Malling Borough Council and Merton Council.
- BEIS has stated that the provision of works funded by the SHDF will be services of public economic interest from a subsidy control perspective and the grant funding agreement with Clarion will be drafted so as to ensure that the arrangements do not amount to an unlawful subsidy. The proposed arrangements have also been assessed as compliant from a public procurement perspective.

#### **5.2 Financial Implications:**

- The Council already has a strong track-record of working in partnership with Clarion. The same core team will be responsible for overseeing the programme of works funded from Wave 1 as that which has been involved in the successful delivery of works funded by BEIS as part of the demonstrator project.
- The Council will retain ultimate responsibility for dispersing funds to Clarion as the project progresses. Once the Memorandum of Understanding has been signed, BEIS have indicated the full grant of £5,202,622 will be paid over to the Council prior to 31 March 2022.
- The Council's capital programme shall be updated at the earliest opportunity to include this project.
- Officers expect that the grant agreement between the Council and Clarion will adopt similar principles to those incorporated into the agreement relating to the Demonstrator project referred to in section 1 of this report. These principles ensure that the Council does not assume any financial obligations or liabilities arising from its role in facilitating grant-funded works undertaken to housing stock owned by Clarion. This principle extends to cover those properties which Clarion might dispose of or transfer after works have been completed.
- Clarion have acknowledged that the Council needs to allocate officer time to fulfil its responsibilities as the lead Authority in the Consortium. Within the bid an allocation of £60,000 was agreed to cover the cost to Fenland of assuming its responsibilities as set out in the Memorandum of Understanding and the proposed Grant Funding Agreement. Fenland will invoice Clarion for these costs as the project progresses and Clarion shall be entitled to apply the grant it receives to cover circa 28% of those costs.

### 5.3 Equality Implications:

- Not applicable, the property condition types that meet the investment criteria will determine which properties are chosen.

## 6 SCHEDULES

- Appendix A – BEIS Memorandum of Understanding

**SOCIAL HOUSING DECARBONISATION FUND WAVE 1**

**MEMORANDUM OF UNDERSTANDING**  
**Between the**

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

**And**

**Fenland District Council**

## MEMORANDUM OF UNDERSTANDING

### Changes/clarifications from version issued as part of the SHDF – Wave 1 competition launch (August 2021)

Section	Paragraph	Change
Definitions	-	Funding Period end date changed to 31 March 2023
	-	Definition of 'Monitoring Officer' added
	-	Amended wording of 'project baseline' to clarify this refers to the Baseline Milestone Schedule
	-	SHDF Competition amended to SHDF – Wave 1 and conclusion date updated
	-	SHDF – Wave 1 Projects definition added
Background	7	Total funding amounts updated to 'approximately £179m'  Added a sentence to reflect that a formal change control mechanism will be used in the case of any changes to the performance, cost and time envelope of projects, including potential extensions beyond March 2023
The grant	10	Date of documentation return amended
Scope of activity	15	Clarification added to reflect this is during the Funding Period and in line with the approved Proposal
Use of third-party delivery partners	23 f	Added in sentence on complying with UK subsidy control rules
Interaction with other funding	27	Clarification added RE co-funding from other schemes
Subsidy control	33	Further text added to provide clarification
Suspension	50	Text updated to reflect that delivery may be suspended, rather than payment of the Grant

## MEMORANDUM OF UNDERSTANDING

Governance	54	Monthly report submission to be on the 10 <sup>th</sup> working day (prev. 20 <sup>th</sup> working day)
	55 c	Number of top risks changed to 5 (prev. 10)
	55	Paragraph omitted – early indication of change requests to be submitted via email not via the Monthly Report (refer to paragraphs 64 – 68 for details)
	56	Clarification that any modification of data requirements will be communicated to the Authority
	57	Text added to reflect that the Authority should have a system to collect inputs from all consortium members if it is part of a consortium  Clarification that ‘the data’ refers to the data set out in Annex 7: Data Requirements
Change Requests and Variations	64 - 68	Updated to reflect the current change control process
Performance	79	Monthly Report to be submitted on the 10 <sup>th</sup> working day of each month (prev. 20 <sup>th</sup> )
	80 b	The review of progress will be against the Updated Baseline Milestone Schedule
	81	Clarification of baseline meaning
	82	Text in ‘Planned Milestone Date’ column updated to state ‘determined by Project Proposal’
	83	Planned milestone date determined by the Updated Baseline Milestone Schedule
	86	Updated information on signing of the DSA

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	87	Further detail added around sharing the Privacy Notice
Monitoring, evaluation and audit	89 f	Process for providing Monthly Report updated
	89 i	Clarification added that the Authority's privacy notice should mirror what is documented in the DSA  Further detail added around sharing the Privacy Notice
	89 j	Updated information on signing of the DSA
	89 l	Added sentence on participation in regular Learning Community events
Documents to be provided	115	Updated Baseline Milestone Schedule to be provided  Table 2 added to reflect updated DSA signing process and revised deadlines  Table 3 added to reflect the updated risk register completion date
Annex 2	-	Text in Annex B of the Grant Determination updated to reflect that the conditions will be complied with (this previously stated that they had already been complied with)
Annex 4	-	Template for risk register updated and simplified
Annex 5	-	Data Sharing Agreement updated to Wave 1 DSA (competition documents contained Demo DSA)
Annex 6 (a & b)	-	Annex 6 split into 6a and 6b to reflect the need for an Updated Baseline Milestone Schedule (Annex 6b)

## MEMORANDUM OF UNDERSTANDING

		Clarification added to Annex 6a to reflect that the Proposal is the application submitted as part of the competition
Annex 7	-	Revised to reflect monthly data to be supplied on the 10 <sup>th</sup> working day of each month (prev. 20 <sup>th</sup> )  Additional data requirements added
Annex 9	-	Added in the AP1a form as Annex 9
Annex 10	-	Added in the Small Amounts of Funding Declaration as Annex 10
-	-	Privacy Notice template moved to be Appendix F of the DSA

## **MEMORANDUM OF UNDERSTANDING**

### **SHDF – WAVE 1**

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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. In the case of a Consortium, means the local authority that is to sign this MoU and is the lead local authority to whom the Grant will be paid by the Secretary of State, subject to the provisions of this MoU.

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

**“Co-funding”** means the amount of contributory funding that the Authority should provide in addition to the Grant (as confirmed in the approved Proposal (Annex 6a). The minimum co-funding contribution required from the Authority for SHDF – Wave 1 Projects will be a third of total Eligible Expenditure.

**“Commencement Date”** refers to [BEIS to insert date when signing] when the MoU is signed and therefore comes into effect.

**“Consortium”** means a group of registered providers working together to deliver the Proposal set out in Annex 6a under the leadership of the Authority.

**“Eligible Installer”** means contractors that are currently trading, are registered with TrustMark<sup>1</sup> and compliant with *“PAS 2035:2019 Retrofitting dwellings for improved energy efficiency. Specification and guidance.”* RPs should ensure that their installers hold the appropriate certifications for the Eligible Measures that they are installing. PAS 2035:2019 requires that all energy efficiency measures within the scope of the PAS2030:2019 standards must be delivered by installers who are certified to this standard and all low-carbon heating measures must be installed by a Microgeneration Certification Scheme (MCS) certified<sup>2</sup> 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, as approved by BEIS, which comply in all respects with the rules set out in paragraphs 15 to 20 (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. all social homes below EPC Band C. If it makes sense for a small number of homes in a block or street that are at or above EPC Band C to be included in an application with a primary focus on below EPC Band C social homes, this is possible as long as it is justified in the application on an ‘infill’ basis, and at least 70% of homes across the application are below EPC Band C. Adoption of an ‘infill’ approach to allow the scheme to deal with Mixed Tenure would allow certain

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<sup>1</sup> Or a scheme that the Secretary of State is satisfied is equivalent.

<sup>2</sup> Or a scheme that the Secretary of State is satisfied is equivalent.

## MEMORANDUM OF UNDERSTANDING

non-social homes to receive communal fabric measures predominantly limited to external wall insulation (EWI) and ventilation through SHDF – Wave 1 as long as the application contains at least 70% social homes.

**“Eligible Measures”** are any energy efficiency and heating measures compatible with the Standard Assessment Procedure (SAP) that will help improve properties to the required performance standards. This includes, but is not limited to, energy efficiency measures (such as wall, loft, and underfloor insulation) and low carbon heating technologies. [A list of SAP eligible measures can be found in Appendix T of the SAP 2012 guidance document.](#) 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, which are not in scope. For more information on Eligible Measures please refer to Section 2.9 of the SHDF 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 Wave 1 of the Social Housing Decarbonisation Fund as stated in paragraphs 9 to 14.

**“Mixed Tenure”** means a building or a group of buildings which contain multiple tenure types.

**“Monitoring Officer”** means the role of individuals from the Scheme Administrator, allocated to the Authority, who are the first point of contact for questions. They will assist the Authority with reporting requirements from BEIS and will submit the Monthly Report. They will also attend monthly update calls and site visits with each Authority as required.

**“Monthly Report”** has the meaning given to it in paragraph 55.

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

**“Project Team”** means the Social Housing Decarbonisation Fund project team within BEIS responsible for the delivery of the Social Housing Decarbonisation Fund Wave 1.

**“Programme Board”** means the lead governing authority for the Social Housing Decarbonisation Fund Wave 1.

**“Proposal”** means the Authority’s proposal set out in Annex 6a. This includes the Baseline Milestone Schedule submitted as part of the Authority’s proposal.

**“Registered Provider”** means a registered provider (RP) of social housing, including private and Local Authority.

**“RHI”** means the Renewable Heat Incentive, a government financial incentive scheme that promotes the deployment of renewable heating systems.

## MEMORANDUM OF UNDERSTANDING

**“Scheme Administrator”** are working on behalf of BEIS to help to launch the project, administer the project, monitor the projects progress, support the reporting of risks and associated mitigations and provide technical support to the SHDF Wave 1 Project Team. The Scheme Administrator may also be referred to as the Delivery Partner.

**“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 Social Housing Decarbonisation Fund Wave 1 Competition.

**“SHRA”** means the Social Housing Retrofit Accelerator which is the technical assistance facility that has been established to support applications to Wave 1 of the SHDF.

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

**“SHDF”** means the Social Housing Decarbonisation Fund.

**“SHDF - Wave 1”** means funding via Wave 1 of the Social Housing Decarbonisation Fund which starts from the Commencement Date and concludes on 31 March 2023.

**“SHDF - Wave 1 Projects”** means all Projects agreed through the competitive allocation process and their associated deliverables.

### **PURPOSE**

1. To establish the way the parties to the Memorandum of Understanding (hereafter referred to as the “MoU”) will work together to deliver SHDF – Wave 1 in England.
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. Fenland District 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 Wave 1 of the Social Housing Decarbonisation Fund to the Authority. The Authority has committed to spend such funds to deliver Eligible Measures to Eligible Households, using Eligible Installers.

## MEMORANDUM OF UNDERSTANDING

5. The Parties wish to record their understanding regarding the Grant funding which are detailed in this MoU.

### **BACKGROUND**

6. The Social Housing Decarbonisation Fund (SHDF) is a £3.8bn 2019 Conservative manifesto commitment over a 10-year period to improve the energy performance of social rented homes, on the pathway to Net Zero 2050. The SHDF will upgrade a significant amount of the social housing stock currently below, and on an 'infill' basis at or above, EPC Band C up to that standard; delivering warm, energy-efficient homes, reducing carbon emissions and fuel bills, tackling fuel poverty, and supporting green jobs.
7. The SHDF will be delivered through a series of individual projects ('waves'). The first wave of the programme is called Wave 1 and will provide around £179m to England only projects to support Registered Providers of social housing, including private and local authority providers, to improve the energy performance of their social housing stock by installing Eligible Measures. The £179m project is to be awarded in FY2021/22 and is expected to be delivered through to March 2023. Any changes to the performance, cost and time envelope of the projects will be the subject of a formal change control mechanism as set out in paragraphs 64-68, including potential extensions beyond March 2023.

### **OUTCOMES**

8. The primary purpose of the SHDF is to raise the energy performance certificate (EPC) rating of social homes to a minimum of EPC Band C; or to EPC Band D where Band C is not possible for EPC Band F/G homes and justification has been provided. Wave 1 will look to improve a significant number of homes using a 'worst first, fabric first' approach. We expect the SHDF to result in the following outcomes:
  - **Fuel Poverty:** Reduce the numbers in fuel poverty by improving the energy efficiency rating of social homes below EPC Band C and reducing energy bills. On this basis, tenant energy bills should not increase for equivalent home warmth, and it is expected that bills will reduce.
  - **Carbon:** Deliver cost effective carbon savings to contribute to carbon budgets, and progress towards the UK's target for Net Zero by 2050 by reducing CO2 emissions from social housing.
  - **Green Economy:** Support economic resilience and a green recovery in response to the economic impacts of Covid-19, supporting thousands of jobs.
  - **Tenants:** Improve the comfort, health, and well-being of social housing tenants by delivering warmer and more energy-efficient homes.

## MEMORANDUM OF UNDERSTANDING

### **THE GRANT**

9. The Secretary of State grants the Authority capital funding of £5,202,622.32 “**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 Authority will as soon as possible and by the 28<sup>th</sup> February 2022 at the latest provide the Secretary of State with the documentation and information listed in Paragraph 115, Table 1.
11. Once BEIS is satisfied that the completed documentation and information listed in Paragraph 115, Table 1 has been received, it will arrange for the PO to be raised and for payments to be made.
12. The Grant is made available for use during the Funding Period.
13. At the Secretary of State’s sole discretion, the Secretary of State reserves the right to determine an extension beyond the Funding Period, should the Authority provide a request in writing to do so. It is expected that all works will be delivered by the end of the Funding Period.
14. The Authority will ensure that any public communications it issues about SHDF – Wave 1 and SHDF – Wave 1 Projects, 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 during the Funding Period, as provided for in the BEIS approved Proposal (Annex 6a).
16. In delivering the Proposal, Eligible Expenditure are payments properly incurred in relation to:
  - a. A recipient who is a ‘**Registered Provider**’; and
  - b. Installation of ‘**Eligible Measures**’; and
  - c. completed by an ‘**Eligible Installer**’; and
  - d. Installation is completed during the ‘**Funding Period**’.
17. Cost of upgrades for social homes: To further ensure value for money, there will be grant cost caps in place for each home. These cost caps will be scaled based on the starting EPC Band of a home, to ensure that the worst performing homes can be treated. Grant cost caps (with accompanying co-funding) are as follows:

## MEMORANDUM OF UNDERSTANDING

<b>Starting EPC Band</b>	<b>Maximum SHDF Grant Funding for Retrofit Works</b>	<b>Minimum 1/3 RP Contribution (co-funding) (if maximum grant level applied for)</b>	<b>Total Spend on retrofit works (if maximum grant funding utilised)</b>
D	£10,000	£5,000	£15,000
E	£12,000	£6,000	£18,000
F	£16,000	£8,000	£24,000
G	£16,000	£8,000	£24,000

18. 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). Administration and ancillary costs are expected to be as low as possible and comprise less than 15% of the total budget. It is expected the Authority will keep such costs incurred in delivering the Proposal below 15% of the SHDF – Wave 1 total Grant provided by the Secretary of State. In all other cases capital funding must not be spent on revenue expenditure.
19. The Authority will use Eligible Installers who are suitably certified as defined above.
20. 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.
  - 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 Expenditure incurred before the date of this MoU.

## MEMORANDUM OF UNDERSTANDING

### **VALUE ADDED TAX**

21. This grant funding to the Authority falls out of scope of VAT. This is because the provision of the Grant is not a consideration of supply for VAT purposes.
22. If the Authority enters into a third-party contractual relationship with a supplier (per the terms of Secretary of State issuing the Grant) and incurs non-recoverable VAT on the supply provided, the Authority should ensure this does not exceed the total Grant award. This means recoverable VAT should not be included in the grant requested.

### **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 SHDF – Wave 1.
  - b. Is deliverable within the timescales set out for the Funding Period.
  - c. Considers value for money with regard to 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 any additional value-adding elements which are aligned to the overall objectives of SHDF – Wave 1.
  - e. Can be reported against in line with the KPIs and reporting arrangements as set out in this MoU.
  - f. Complies with United Kingdom subsidy control rules.
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 consider ways in which other public bodies' performance during the Funding Period can be appropriately managed such that the Grant can be

## MEMORANDUM OF UNDERSTANDING

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. Funding applications received from SHDF – Wave 1 can be blended with other government schemes such as the Energy Company Obligation (ECO), or the Sustainable Warmth competition (SW), to support works on the same home but cannot be used to fund the same individual measure. Funding received from other government schemes cannot be used to meet co-funding requirements of the SHDF – Wave 1 Grant.
28. Applicants who have been successful under the SHDF Demonstrator may apply for funding under this SHDF – Wave 1 with different housing stock, subject to the Proposal complying with the eligibility criteria for this scheme, as set out in Section 2 of the SHDF Competition guidance document<sup>3</sup>.
29. The Authority takes full responsibility for ensuring that any blending of funding is compliant with each individual scheme and the respective requirements and objectives for each fund is met.
30. SHDF – Wave 1 is grant funding from public funds, therefore, for the purposes of the RHI any funding from SHDF – Wave 1 for low carbon heating measures must be declared to Ofgem (the RHI scheme administrator) when an accreditation application to the RHI is made. The SHDF – Wave 1 grant amount will then be deducted from the Authority's RHI payments as per the RHI rules on grant funding. Potential applicants to the RHI should be aware of the RHI eligibility criteria and scheme rules. More information on the RHI can be found [here](#) and [here](#).
31. The Authority can, however, blend funding they receive from SHDF – Wave 1 with third party finance or local authority budgets to deliver additional support to communities.
32. The Secretary of State intends to utilise data matching between schemes in order to monitor that the same measure installed in the same home is not claimed for under different schemes.

### **SUBSIDY CONTROL**

33. The Authority acknowledges that they must ensure that the funding awarded is compliant with all current Subsidy Control legislation applicable in the United Kingdom.

Where the Grant will be passed from the Authority to a Private Registered Provider, for example a Housing Association as part of a consortium, this will be

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[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/1016303/shdf-wave-1-competition-guidance.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1016303/shdf-wave-1-competition-guidance.pdf)

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considered a subsidy in accordance with the task of social housing under Services of Public Economic Interest. The requirements can be found within the [EU-UK Trade and Cooperation agreement](#) and the subsequent guidance from the department of [Business, Energy and Industrial Strategy \(BEIS\)](#).

In instances of the Authority using the Grant on their own social housing stock – this will not be considered a subsidy.

Where leaseholder or freeholder (right to buy) properties are included in the Proposal, the Small Amounts of Funding Exemption<sup>4</sup> applies. To receive funding under this exemption, landlords should declare to the Authority that the support they are receiving does not exceed 325,000 Special Drawing Rights<sup>5</sup> threshold across three financial years from all public sources. A declaration has been provided at Annex 10 of this MoU. Subsidies below this amount are exempt from the application of the subsidy's provisions of the TCA.

34. 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; and
  - b. Ensure that use of the Grant in connection with the Proposal complies with any applicable subsidy control regime.
35. The Authority must 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**

36. 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<sup>6</sup>.
  - 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.

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<sup>4</sup> See the 'UK-EU Trade and Cooperation Agreement frequently asked questions' in the BEIS guidance, available [here](#).

<sup>5</sup> Public authorities should use the [International Monetary Fund SDR convertor](#) to determine the Sterling equivalent amount.

<sup>6</sup> <https://www.gov.uk/government/publications/beis-small-and-medium-enterprises-sme-action-plan>

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### **SUPPLY CHAIN MANAGEMENT EXPECTATIONS**

37. 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<sup>7</sup>.

### **PROMPT PAYMENT**

38. 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.
39. The Authority will ensure that where it uses third-party delivery partners, in accordance with paragraph 24, 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 39, 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**

40. The Authority acknowledges throughout the Grant Funding Period 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.
41. 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**

42. 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:

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[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/779660/20190220-Supplier\\_Code\\_of\\_Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)

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- 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**

- 43. In accordance with paragraphs 43 to 49, 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 47).
- 44. The Authority accepts that the Secretary of State may exercise the options referred to in paragraph 43 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;
  - 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; or
  - c. Has reasonable grounds to consider that the Grant was irregularly obtained or spent in a way that does not meet the SHDF – Wave 1 scope referred to in paragraphs 15 to 20.
- 45. When exercising the options referred to in paragraph 43, 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.
- 46. 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.
- 47. 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 subsidy control, if it is higher.
- 48. Where the Authority does not make the relevant payment within the timeframe specified in paragraph 46, further interest on the outstanding sum (inclusive of interest already charged under paragraph 47 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).
- 49. 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

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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**

50. The Secretary of State may suspend delivery of the Proposal where:
  - a. One of the grounds in paragraph 44 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.
51. 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.
52. The Authority will inform the Secretary of State in writing if it has any concerns that any of the grounds in paragraph 44 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**

53. In the event that the Authority 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 scope and outcomes of SHDF – Wave 1. Where this is the case, the Authority will notify the Secretary of State by 31<sup>st</sup> December 2022.
  - 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 sub-paragraph (a), the Authority agrees to repay the unspent Grant within 30 days of the end of the Funding Period.

### **GOVERNANCE**

54. On a monthly basis, the Authority will provide a monthly report to the Project Team acting on behalf of the Secretary of State on or before the 10<sup>th</sup> working day of each month (the “Monthly Report”) for the month prior. For example, the report covering the delivery period of 1 - 30 April 2022 will be required to be submitted on or before the 13<sup>th</sup> of May 2022. The Monthly Report will be submitted using a data management system created by the Project Team. All the data collected using the system will be compliant with UK GDPR, the Data Sharing Agreement

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and Privacy Notice that will be given to the Authority, as outlined in the Performance section.

55. The Monthly Report should include, but is not limited to:
  - a. An overview of monthly progress on the project.
  - b. An update of the Authority's progress against Key Performance Indicators (KPIs) and project milestones (see paragraphs 82-83).
  - c. Top 5 risks, issues and/ or concerns that could impact on the project (see paragraph 69).
  - d. Any incidents of fraud.
  - e. Specific per home information, including but not limited to requirements outlined in Annex 7.
  - f. Any other items the Authority wishes to escalate to BEIS.
56. A full breakdown of the data reporting requirements expected from the Authority can be seen in Annex 7. The Secretary of State reserves the right to modify data requirements if required and this will be communicated to the Authority.
57. The Authority should put a system in place to enable the data (as set out in Annex 7: Data Requirements) to be collected. Where the Authority is part of a consortium, the Monthly Report will need to include inputs from all local authorities, housing associations and delivery partners within the Authority's consortium, through one consolidated Monthly Report.
58. To achieve the data reporting requirements set out in Annex 7, the Authority is expected to include data collection requirements into all relevant agreements with their third-party delivery partners, collate the data across their project(s) on a routine basis, while checking the data for completeness and identifying any missing or erroneous data.
59. Should the Project Team identify a significant variation in the Monthly Report performance of the project(s) against the targets stipulated in Paragraph 82 and 83, or the Authority raises a risk or concern that could potentially undermine the delivery of their project(s), the Project Team, on behalf of the Secretary of State, may request a recovery plan. See Annex 8, detailing the interventions that may be required to help recover the project(s).
60. 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.
61. The Monitoring Officer and the Authority will 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 55 to the Project Team. 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

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reasonable notice will be provided by the Project Team, as well as a proposed agenda.

62. The Authority will take all reasonable steps to accommodate site visits to the project site(s) by the Project Team, the Secretary of State, other Ministers of State or approved contractors. The Monitoring Officer will work with the Authority to ensure relevant documents and personnel are available for the site visits.
63. The purpose of the site visits will be to enable the Project Team, or approved contractors, to conduct a visual inspection of project progress, to discuss the progress and or future direction of the project and to conduct administrative checks on the project's on-site audit trails.

### **CHANGE REQUESTS AND VARIATIONS**

64. The Authority will notify the Project Team via email if there are any variations from the project Proposal in relation to delivery (time, cost or performance). If the Project Team consider the variation to the project Proposal to be substantive, the Project Team will confirm to the Authority that a formal Change Request is required via a standardised proforma, to be submitted to the Project Team via email.
65. The Project Team will contact the Authority to conduct an initial review of the submitted change request to gather further information, including its impact on the project and overall programme.
66. The Project Team will conduct an internal assessment on how to respond to the Change Request and advise the Authority whether the request has been accepted or rejected in writing within 5 - 30 working days (depending on the nature of the change).
67. If the Authority disagree with the response, they should write to the SHDF Programme Director explaining their concerns with 5 working days of receiving the initial response.
68. 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.

### **RISK MANAGEMENT**

69. The Authority agrees to provide assurance that risks in relation to the Proposal have been identified and plans are in place to mitigate them. The Authority will complete the Risk Register in Annex 4 and return it to the Secretary of State as part of their MoU submission (please refer to Paragraph 115, Table 3 for details of when this should be provided).

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70. 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.
71. The Authority will also include any other risks not included in the preceding paragraph 69 which it believes are relevant to the scheme.
72. As part of the Monthly Report, the Authority will report the status of the risks and issues identified within the Risk Register, including on the implementation of mitigating actions, 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. The Authority will share both the risks it is managing, and risks raised by local authorities or any other third-party delivery partners.
73. 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 together develop and work through recommendations to address each area of concern.

### **FRAUD**

74. 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.
75. The Secretary of State has specified that all Authorities funded through SHDF – Wave 1 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.
76. The Authority acknowledges it should implement 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.

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- g. Regular site visits in regard to oversight of the delivery implementation.
77. In accordance with paragraphs 75 and 76, incidents of fraud will continue to be reported monthly throughout the Funding Period.
78. 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**

79. During the Funding Period, the Authority will submit a Monthly Report to the Project Team, as outlined under the Governance section, on or before the 10<sup>th</sup> working day of each month.
80. The performance of the Authority will be determined in two ways.
- a) The KPIs within the Monthly Report will be reviewed against expected performance, see paragraph 82.
  - b) A review of progress to achieve key project milestones, defined in paragraph 83, compared to the time forecasted to complete the milestones, as outlined in the Updated Baseline Milestone Schedule (see Annex 6b).
81. The baseline referred to in the KPI description is the Updated Project Baseline Milestone Schedule as detailed in Annex 6b.
82. Key performance indicators table:

Ref	KPI Title	Definition	Performance rating - monthly report (what have you completed within the reporting period)	Forecast – end of the project (what do you forecast will be achieved by the end of the project)
KPI 1	Number of properties completed the PAS2035 risk assessment stage (Milestone 2)	The number of properties that have completed the PAS2035 risk assessment stage (Milestone 2) in month, and total cumulative all months. Performance targets for month and cumulative will be taken from the Project baseline.	Green – 90% - 100% of the monthly target completed. Amber – 89% - 60% of the monthly target completed. Red – Less than 60% of the monthly target completed.	Green – 90% - 100% of the baseline plan to be achieved by the end of the project. Amber – 89% - 60% of the baseline plan to be achieved by the end of the project. Red – Less than 60% of the baseline plan to be achieved by the end of the project.
KPI 2	Number of properties completed PAS2035 Dwelling Assessment stage (Milestone 3)	The number of properties that have completed the PAS2035 Dwelling Assessment stage (Milestone 3) in month, and total cumulative all months. Performance targets for month and cumulative will be taken from the Project baseline.	Green – 90% - 100% of the monthly target completed. Amber – 89% - 60% of the monthly target completed. Red – Less than 60% of the monthly target completed.	Green – 90% - 100% of the baseline plan to be achieved by the end of the project. Amber – 89% - 60% of the baseline plan to be achieved by the end of the project. Red – Less than 60% of the baseline plan to be achieved by the end of the project.

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KPI 3	Number of properties completed the design & coordination stage of the project	The number of properties that have completed the design & coordination stage (Milestone 4) in month, and total cumulative all months. Performance targets for month and cumulative will be taken from the Project baseline.	Green – 90% - 100% of the monthly target completed. Amber – 89% - 60% of the monthly target completed. Red – Less than 60% of the monthly target completed.	Green – 90% - 100% of the baseline plan to be achieved by the end of the project. Amber – 89% - 60% of the baseline plan to be achieved by the end of the project. Red – Less than 60% of the baseline plan to be achieved by the end of the project.
KPI 4	Number of privacy notices issued to tenants and installers	The amount of privacy notices issued to tenants and installers outlining their right to opt in to take part in BEIS Monitoring & Evaluation activity in month, and total cumulative all months. Performance targets for month and cumulative will be taken from the Project baseline.	Green – 90% - 100% of the monthly target completed. Amber – 89% - 60% of the monthly target completed. Red – Less than 60% of the monthly target completed.	Green – 90% - 100% of the baseline plan to be achieved by the end of the project. Amber – 89% - 60% of the baseline plan to be achieved by the end of the project. Red – Less than 60% of the baseline plan to be achieved by the end of the project.
KPI 5	Number of properties completed	The number of properties that are deemed complete, i.e. completed the installation stage (Milestone 7) and have been registered in the TrustMark Data Warehouse, or equivalent, (Milestone 8) in month, and total cumulative all months. Performance targets for month and cumulative will be taken from the Project baseline.	Green – 90% - 100% of the monthly target completed. Amber – 89% - 60% of the monthly target completed. Red – Less than 60% of the monthly target completed.	Green – 90% - 100% of the baseline plan to be achieved by the end of the project. Amber – 89% - 60% of the baseline plan to be achieved by the end of the project. Red – Less than 60% of the baseline plan to be achieved by the end of the project.
KPI 6	Total project spend, including Grant Funding	The amount of funding spent compared to the baseline project spend profile (+/-), including any co-funding, in month, and total cumulative all months. Targets for month and cumulative will be taken from the Project baseline.	Green – <10% under/overspend in the monthly reporting period, compared to baseline spend profile. Amber – Between 11% - 39% under/overspend in the monthly reporting period, compared to baseline spend profile. Red – >40% under/overspend in the monthly reporting period, compared to baseline spend profile.	Green – <10% under/overspend by the end of the project compared to Cost Baseline. Amber – Between 11% - 39% under/overspend by the end of the project compared to Cost Baseline. Red – >40% under/overspend by the end of the project compared to Cost Baseline.

### 83. Milestones table:

Ref	Title	Description	Planned Milestone Date	Time Measurement (time taken to complete vs. time specified within Proposal)
MS 1	Project Team Established	Project Team, including Retrofit Coordinator, appointed and governance regime established and approved.	Determined by Updated Baseline Milestone Schedule	Green – delivered or on track to deliver less than 1 month late of Baseline plan date Amber - delivered or on track to deliver more than 1 month late but less 2 months later than of Baseline plan date Red – delivered or on track to deliver more than 2 month after Baseline plan date
MS 2	PAS 2035 Risk Assessment stage completed	All steps outlined under the PAS2035 Risk Assessment have been completed.	Determined by Updated Baseline Milestone Schedule	Green – delivered or on track to deliver less than 1 month late of Baseline plan date Amber - delivered or on track to deliver more than 1 month late but less 2 months later than of Baseline plan date Red – delivered or on track to deliver more than 2 month after Baseline plan date

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MS 3	Dwelling Assessment stage completed, including the Improvement option evaluation and mid-term plan as appropriate to the risk assessment path	All steps outlined under the PAS2035 dwelling assessment stage have been completed.	Determined by Updated Baseline Milestone Schedule	Green – delivered or on track to deliver less than 1 month late of Baseline plan date Amber - delivered or on track to deliver more than 1 month late but less 2 months later than of Baseline plan date Red – delivered or on track to deliver more than 2 month after Baseline plan date
MS 4	Design & coordination stage completed	All steps outlined under the PAS2035 Design & Coordination stage have been completed.	Determined by Updated Baseline Milestone Schedule	Green – delivered or on track to deliver less than 1 month late of Baseline plan date Amber - delivered or on track to deliver more than 1 month late but less 2 months later than of Baseline plan date Red – delivered or on track to deliver more than 2 month after Baseline plan date
MS 5	Procurement activity completed	All necessary procurement processes, including the execution of contract, for all core contractors to deliver the scheme as set out in the project plan have been completed.	Determined by Updated Baseline Milestone Schedule	Green – delivered or on track to deliver less than 1 month late of Baseline plan date Amber - delivered or on track to deliver more than 1 month late but less 2 months later than of Baseline plan date Red – delivered or on track to deliver more than 2 month after Baseline plan date
MS 6	Installation stage started	Installation work, as defined under the PAS2035 Installation stage, has commenced.	Determined by Updated Baseline Milestone Schedule	Green – delivered or on track to deliver less than 1 month late of Baseline plan date Amber - delivered or on track to deliver more than 1 month late but less 2 months later than of Baseline plan date Red – delivered or on track to deliver more than 2 month after Baseline plan date
MS 7	Installation stage completed	All steps outlined under the PAS2035 Installation stage have been completed.	Determined by Updated Baseline Milestone Schedule	Green – delivered or on track to deliver less than 1 month late of Baseline plan date Amber - delivered or on track to deliver more than 1 month late but less 2 months later than of Baseline plan date Red – delivered or on track to deliver more than 2 month after Baseline plan date
MS 8	Handover & data lodgement completed	All installation work has been completed and lodged with TrustMark or equivalent within the Data Warehouse	Determined by Updated Baseline Milestone Schedule	Green – delivered or on track to deliver less than 1 month late of Baseline plan date Amber - delivered or on track to deliver more than 1 month late but less 2 months later than of Baseline plan date Red – delivered or on track to deliver more than 2 month after Baseline plan date

84. If the Authority fails to provide their Monthly Report submission on or prior to the reporting deadline: The Project team will alert the Authority within 2 working days to submit the information. The Authority will be given a further 2 working days from this communication to rectify and send the information before the Project Team escalates this query to the BEIS Programme Director who will contact the agreed escalation point. If there is still no response within a further 2 working days, the BEIS Programme Director will escalate this further to the Authority's final agreed escalation point, if different.
85. The Project Team will provide a BEIS Privacy Notice (as published on the SHDF Wave 1 webpage on gov.uk alongside the Wave 1 competition documents)<sup>8</sup> and Data Sharing Agreement (in Annex 5 of this MoU) to the Authority outlining what data will be collected, how it will be stored and how it will be used by the Parties.

<sup>8</sup> <https://www.gov.uk/government/publications/social-housing-decarbonisation-fund/social-housing-decarbonisation-fund-privacy-notice>

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86. The Authority will need to submit the signed Data Sharing Agreement in accordance with Paragraph 115, Table 2 of this MoU.
87. The Authority must show the information on the BEIS Privacy Notice (as published on the SHDF Wave 1 webpage on gov.uk alongside the Wave 1 competition documents)<sup>9</sup> to data subjects *alongside their own* Privacy Notice to ensure that data subjects are appropriately informed about the processing of their data by RPs and by BEIS. Failure to do so could constitute a breach of UK GDPR. A template privacy notice that RPs may choose to use as their own privacy notice is included in Appendix F of the DSA.
88. The Authority will notify all relevant parties of their data compliance obligations and ensure they are complying with them.

### **MONITORING, EVALUATION AND AUDIT**

89. 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. other BEIS economic stimulus projects i.e. SMETERS) and cooperate with the Secretary of State's appointed advisers.
  - f. Provide a Monthly Report to the Project Team using the Data Management System (DMS), created by BEIS. The Authority will ensure that the template spreadsheet (to be provided by BEIS at a later date) is completed and

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<sup>9</sup> As above

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uploaded via a secure online portal on gov.uk. In the event the Authority, or an organisation uploading data on its behalf, is unable to upload the completed spreadsheet, the Authority will email the spreadsheet to BEIS as detailed on the online portal.

- g. Provide monthly data reporting on the status of their relevant projects.
- h. Include these data collection requirements in all relevant contracts with installers and delivery partners, ensuring they understand and accept them.
- i. Make available BEIS' privacy information (as published on the SHDF Wave 1 webpage on gov.uk, alongside the Wave 1 competition documents)<sup>10</sup> to all data subjects, prior to the collection of data, to support compliance with data processing transparency requirements. The Authority will also be required to issue data subjects with their own privacy information. Appendix F of the DSA contains a template Privacy Notice that the Authority can choose to use, although they can use their own version if preferred. Their privacy notice(s) must mirror what is documented in the Data Sharing Agreement (provided in Annex 5 of this MoU), so that data subjects are notified about both BEIS', the Authority's and (where relevant) project consortia's handling of personal data. Where explicit consent is required from data subjects for further processing (e.g. as part of BEIS' independent evaluation work), the Authority will be expected to use BEIS consent statement (provided in Appendix G of the DSA) and maintain logs of this in their data as per the requirements.
- j. Agree and sign a standardised Data Sharing Agreement (see Annex 5 of this MoU) between the Secretary of State and the Authority, in accordance with Paragraph 115, Table 2 of this MoU and prior to any transfer of personal data.
- k. 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.
- l. Attend and participate in regular Learning Community meetings, sharing relevant project insights, as agreed between the Parties.

## **RECORD KEEPING**

- 90. The Authority will keep for ten years records relating to any spending funded (or defrayed) by the Grant. Such records should indicate the below including dates for any agreements:
  - 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

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<sup>10</sup> <https://www.gov.uk/government/publications/social-housing-decarbonisation-fund/social-housing-decarbonisation-fund-privacy-notice>

## MEMORANDUM OF UNDERSTANDING

- e. Details of and information relating to any significant sub-contracting by the Authority.

### **DATA PROTECTION**

91. 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 (MRS) 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:
  - 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.
  - Allows BEIS to share the Information with any of its research or evaluation service providers.
  - 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.
  - Allows BEIS to keep names and contact details of the Authority and its delivery partners on file for use in the in-house CRM system to enable better relationship management (see the BEIS privacy notice, as published on the SHDF Wave 1 webpage on gov.uk alongside the Wave 1 competition documents).
92. Further guidance on meeting these data protection requirements will be given to the Authority at a BEIS-hosted data briefing once funding has been awarded.

### **FREEDOM OF INFORMATION**

93. The Parties may be obliged to disclose information relating to SHDF– Wave 1, the Grant, and the Proposal under the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or under another requirement of law.
94. The Parties will assist and cooperate with each other as reasonably requested to facilitate compliance with those requirements.
95. 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.

## MEMORANDUM OF UNDERSTANDING

### **INTELLECTUAL PROPERTY**

96. In undertaking the Proposal, the Authority will not infringe the intellectual property rights of any third party.
97. 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.
98. 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**

99. 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).
100. 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**

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

### **RESPONSIBILITY FOR EMPLOYEES, CONTRACTORS, AGENTS AND PARTNERS**

102. 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**

103. 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

## MEMORANDUM OF UNDERSTANDING

- 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**

104. 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**

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**

105. 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.
106. 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**

107. 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**

108. 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**

## MEMORANDUM OF UNDERSTANDING

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

[shdf.wave1.mou@beis.gov.uk](mailto:shdf.wave1.mou@beis.gov.uk)

110. The Authority's day to day contacts with the BEIS on any working day by email between 9am and 5pm are:

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111. The Authority's day to day contacts for BEIS are:

NAME	Role	EMAIL	TELEPHONE
Jill Craig	Project Manager	Jill.craig@ricardo.com	01235 750 000
Eireann Harkins	Deputy Project Manager	Eireann.harkins@ricardo.com	01235 753438

### **ESCALATION**

112. If Secretary of State or the Authority has any issues, concerns or complaints about SHDF – Wave 1, SHDF – Wave 1 Projects, 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 a reasonable period of time, 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.

113. Claims made by a supplier or requests for information made under the Freedom of Information Act 2000 in relation to the SHDF – Wave 1 that party will promptly inform the Programme Board (or its nominated representatives) of the matter.

## MEMORANDUM OF UNDERSTANDING

**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:**

**115. DOCUMENTS TO BE PROVIDED**

**Table 1: Documentation to be provided by the Authority before the Grant will be released and as soon as possible or by the 28<sup>th</sup> February 2022 at the latest, once LAs have been notified that their applications have been successful.**

What needs to be provided?	Annex/Location
A signed copy of this MoU	This document
A signed copy of the Section 151 or Section 73 Officer declaration	Annex 1
A completed Grant Claim Form including Bank Details (AP1a Form)	Annex 3 Annex 9
Updated Baseline Milestone Schedule	Annex 6b
Small Amounts of Funding Exemption Declaration	Annex 10

**Table 2: Documentation to be provided by the Authority alongside the documents in Table 1, unless exceptional circumstances prevail in which case this should be returned no later than the 15<sup>th</sup> April 2022.**

What needs to be provided?	Annex
A signed copy of the Data Sharing Agreement (DSA)	Annex 5

**Table 3: Documentation to be provided by the Authority alongside the first Monthly Report**

What needs to be provided?	Annex
Completed Risk Register	Annex 4

**Table 4: Additional documentation to be completed or acknowledged by the Authority as required.**

What needs to be provided?	Annex
<b>Approved Application Proposal</b> (From the Authority's submission and approved through the Assessment Stage of the Grant application process)	Annex 6a
<b>Monthly Report Data Requirements Template</b> (monthly requirement for Authority as stated in paragraph 55)	Annex 7
<b>Recovery Plan Template</b> (only if the Project Team identifies in the Monthly Report a significant variation in Authority performance against their targets stipulated in relation to the KPIs, they may, on behalf of the Secretary of State, request a recovery plan)	Annex 8

## MEMORANDUM OF UNDERSTANDING

### Annex 1: Section 151 or Section 73 Officer Declaration

**In my position as the Section 151 or Section 73 Officer for Fenland District Council I confirm that:**

1. Fenland District Council will accept the grant funding that has been offered through the SHDF – Wave 1 Delivery.
2. The information and evidence pertaining to this grant claim is complete, true and accurate.
3. Fenland District Council will ensure the delivery of the Services in accordance with the terms of the Proposal; and
4. Fenland District Council will comply with the provisions of the Memorandum of Understanding dated \_\_\_\_/\_\_\_\_/2022 in connection with its delivery of the Proposal.

**SIGNATURE**

**NAME**

**POSITION**

**DATE**

## Annex 2: Grant Determination

### **Social Housing Decarbonisation Fund Wave 1 DETERMINATION (2021/22): (No 31/5919)**

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 [Social Housing Decarbonisation Fund Wave 1] Determination (2021/22) [No 31/5919].

#### **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 Secretary 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 Secretary 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

\*\*\*\*\*,

\*\*\*\*,

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

## MEMORANDUM OF UNDERSTANDING

### **ANNEX A of the Grant Determination**

<b>Authority to which grant is to be paid</b>	<b>Amount of grant. to be paid.</b>
Fenland District Council	<b>£5,202,622.32</b>

### **ANNEX B of the Grant Determination**

#### **GRANT CONDITIONS**

#### **GRANT CONDITIONS**

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

2. The Chief Executive and Chief Internal Auditor of each of the recipient authorities are required to sign and return to the team leader of the Energy Efficiency and Local Division of the Department for Business, Energy and Industrial Strategy a declaration, to be received no later than 28<sup>th</sup> February 2022, in the following terms:

“In our opinion, in all significant respects, the conditions attached to Social Housing Decarbonisation Fund Wave 1 DETERMINATION (2021/22): (No 31/5919) will be complied with to the best of our knowledge and belief with ongoing appropriate investigations and checks”.

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

- a. reduce, suspend or withhold grant; or
- b. by notification in writing to the authority, require the repayment of the whole or any part of the grant.

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

Date:

## Annex 3: Grant Claim Form

SECTION 1 REQUESTER DETAILS	
<b>LOCAL AUTHORITY</b>	Fenland District Council
<b>BANK DETAILS</b> <ul style="list-style-type: none"> <li>• Bank name &amp; address</li> <li>• Sort code</li> <li>• Account number</li> <li>• Account name</li> </ul>	
<b>PURCHASE ORDER NUMBER</b>	(to be filled in by BEIS once returned)
<b>CONTACT NAME</b>	
<b>TELEPHONE NUMBER</b>	
<b>EMAIL ADDRESS</b>	

SECTION 2 CLAIM DETAILS	
<b>SOCIAL HOUSING DECARBONISATION FUND WAVE 1 - TOTAL TO BE CLAIMED</b>	<b>£5,202,622.32</b>
<b>DATE OF CLAIM</b>	
<i>Claims may include VAT that the authority is not able to reclaim from HM Revenue &amp; Customs or not likely to become able to claim.</i>	

SECTION 6: SENIOR LOCAL AUTHORITY OFFICER'S DECLARATION
<p>I confirm that I have considered the Authority's Proposal (included as Annex 6a of the MoU) against which this Grant claim is made, as well as the principles set out in the Memorandum of Understanding for the Social Housing Decarbonisation Fund Wave 1, and that:</p> <ol style="list-style-type: none"> <li>The information and evidence pertaining to this Grant claim is complete, true and accurate.</li> <li>We will comply with the principles set out in the Memorandum of Understanding.</li> </ol> <p><b>Signed</b></p> <p><b>Printed name</b></p> <p><b>Position</b></p> <p><b>Date</b></p>

## MEMORANDUM OF UNDERSTANDING

### Annex 4: Risk Register

**The template for this is attached separately as an Excel spreadsheet to enable completion.**



Department for  
Business, Energy  
& Industrial Strategy

# Annex 5: Data Sharing Agreement (DSA)

## Social Housing Decarbonisation Fund (SHDF) – Wave 1

Between the Secretary of State for Business, Energy & Industrial  
Strategy (BEIS)

and

Fenland District Council

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# Glossary of key terms

In this Data Sharing Agreement (DSA) the following words and phrases will have the following meanings:

Term	Explanation
“Authority”	means the local authority that is to sign this Agreement, that is: Fenland District Council
“BEIS”	means the Department for Business, Energy & Industrial Strategy
“Consortium”	means a group of local authorities, housing associations and or private companies working together to deliver the Social Housing Decarbonisation Fund – Wave 1 under the MoU
“Controller”	has the meanings set out in Article 4 of the UK GDPR
“Data Subject”	has the meanings set out in Article 4 of the UK GDPR
“DPA”	means the Data Protection Act 2018
“DSA”	means Data Sharing Agreement
“Funding Period”	has the meaning given to it in the MoU
“Government Social Research Publication protocol”	means the “Government Social Research Publication protocol”, which are the principles for the publication of all government social research that is not regulated by the UK Statistics Authority
“MoU”	means the Social Housing Decarbonisation Fund – Wave 1 Memorandum of Understanding between the Secretary of State for Business Energy and Industrial Strategy and Fenland District Council dated [BEIS insert date once signed]
“Partners”	means partners to this Agreement, namely the Secretary of State for Business, Energy & Industrial Strategy and: Fenland District Council
“Personal data”	has the meanings set out in Article 4 of the UK GDPR
“Processing”	has the meanings set out in Article 4 of the UK GDPR
“Processor”	has the meanings set out in Article 4 of the UK GDPR
“Project Team”	means the Social Housing Decarbonisation Fund – Wave 1 project team within BEIS responsible for the delivery of the scheme, supported by their appointed delivery partner

“SHDF”	means Social Housing Decarbonisation Fund
“SHDF – Wave 1”	Means Wave 1 of the Social Housing Decarbonisation Fund
“Special Category data”	means the types of data listed in Article 9(1) of the UK GDPR
“The Code of Practice for Official Statistics”	means the Code of Practice for Official Statistics edition 2.0 (February 2018) published by the UK statistics authority
FoIA	means the Freedom of Information Act 2000
UK GDPR	means UK - General Data Protection Regulation (EU 2016/679), as retained in UK law and tailored by the Data Protection Act 2018

## Signatory Details

The following are the agreement owners (herein: Partners) for this document:

BEIS Agreement Owner	
<b>Name</b>	Matt Harrison
<b>Role</b>	Programme Director, Social Housing Decarbonisation Fund
<b>Email</b>	matt.harrison@beis.gov.uk

The Authority Agreement Owner	
<b>Name</b>	
<b>Role</b>	
<b>Email</b>	

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# Introduction

1. This Data Sharing Agreement (herein: DSA) sets out an agreement between the Partners, which consists of Fenland District Council (herein: the Authority) and the Secretary of State from the Department for Business, Energy & Industrial Strategy (herein: BEIS), on how data will be shared in relation to Wave 1 of the Social Housing Decarbonisation Fund (herein: SHDF – Wave 1).
2. The Social Housing Decarbonisation Fund (herein: SHDF) is a 2019 Conservative Manifesto commitment for a £3.8bn fund set up over a 10-year period to improve the energy performance of social rented homes, on the pathway to Net Zero 2050. The SHDF will upgrade a significant amount of social housing stock currently below, and on an 'infill' based at or above, EPC Band C up to that standard; delivering warm, energy efficient homes, reducing carbon emissions and fuel bills, tackling fuel poverty, and supporting green jobs.
3. The SHDF will be delivered through a series of individual projects (herein: Waves). The first wave of the programme (SHDF - Wave 1) will provide around £179m to England only projects to support Registered Providers of Social Housing, including Private and Local Authority Providers, to improve the energy performance of their social housing stock by installing Eligible Measures. The approximately £179m of funding is to be awarded in FY2021/22 and delivered through to March 2023.
4. We expect the SHDF to result in the following outcomes:
  - **Fuel Poverty:** Reduce the numbers in Fuel Poverty by improving the energy efficiency rating of social homes below EPC Band C and reducing energy bills. On this basis, tenant energy bills should not increase for equivalent home warmth, and it is expected that bills will reduce.
  - **Carbon:** Deliver cost effective carbon savings to contribute to carbon budgets, and progress towards the UK's target for Net Zero by 2050 by reducing CO2 emissions from Social Housing.
  - **Green Economy:** Support economic resilience and a green recovery in response to the economic impacts of Covid-19, supporting thousands of jobs.
  - **Tenants:** Improve the comfort, health, and well-being of Social Housing tenants by delivering warmer and more energy-efficient homes.
5. Under the Memorandum of Understanding (herein: MoU), the Authority agreed to:
  - a. Put a system in place to **collect data**, as set out in the MoU, for performance reporting, research, and evaluation purposes (herein: the Data).

- 
- b. Ensure the Data is collated, **quality assured** and **shared with BEIS** in such a way as to meet the required reporting periods and date standards set out in the MoU.
6. Additionally, under the MoU, the Authority agreed to collect the Data in a way that:
- a. Allows it to be shared with BEIS, in accordance with the principles set out in this Data Sharing Agreement and as referenced in the Monitoring, Evaluation and Audit section of the MoU.
  - b. Allows BEIS to share it with any of its research or evaluation service providers.
  - c. Allows BEIS to use it 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 Authority and its delivery partners on file for use in the in-house CRM system to enable better relationship management (see the BEIS privacy notice, as published on the SHDF Wave 1 webpage on gov.uk alongside the Wave 1 competition documents).
7. 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 under UK General Data Protection Regulation (herein: UK GDPR), as defined in Section 3(10) of the Data Protection Act 2018 (herein: DPA 2018), and how the rights of data subjects are protected.
8. This DSA is not a contract and is **not legally binding**. It 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.
9. **The Partners enter this DSA intending to honour all provisions outlined within.**
10. This is a new DSA that relates to the collection and processing of data created as a result of the SHDF - Wave 1. This DSA will commence when it has been signed by all Partners and will terminate on **31<sup>st</sup> March 2025**.

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# Principle 1 - Lawfulness, fairness & transparency

11. The contact details of delivery teams and property information are personal data, as individuals may be personally identifiable. BEIS requires this data to monitor, facilitate and support the delivery of SHDF – Wave 1, to perform a task in the public interest. Aggregated delivery data shared will also support statistical reporting and evaluation of the SHDF – Wave 1 and the overarching SHDF programme, to provide accountability in the use of public funds. As such, both are necessary to share with BEIS on the legal basis of **public task**, as defined under Article 6(1) of UK GDPR.
12. BEIS also request the personal data of delivery teams, installers and tenants for evaluation research purposes. This research enables BEIS to report the effectiveness of SHDF – Wave 1. It enables BEIS to evaluate whether SHDF – Wave 1 has delivered value-for-money, realised its intended benefits and inform future policymaking in the fields of energy efficiency, fuel poverty and health. This personal data should only be shared with BEIS for evaluation purposes on a **consent basis**.
13. BEIS' data sharing with Partners under this DSA does not involve the processing of personal data relating to criminal convictions, offences or related security measures, nor does it involve the processing of Special Category data.

## Data to be shared

14. The Authority has agreed to provide BEIS with the data as described below and set out in the relevant paragraphs, sections and or annexes within the MoU:
  - a. SHDF – Wave 1 **project performance data** (herein: Performance Data), as defined by the Governance section (paragraphs 54 to 63), Performance section (paragraphs 79 to 88) and Annex 7 of the MoU. Property information may be personally identifiable, and as such be categorised as personal data. This data includes but is not limited to:
    - i. An overview of monthly progress on the project.
    - ii. An update of the Authority's progress against Key Performance Indicators (KPIs) and project milestones
    - iii. Top risks, issues and or concerns that could impact the project
    - iv. Any incidents of fraud.

- 
- v. Specific per property information, including but not limited to requirements outlined in Annex 7 of the MoU.
  - vi. Any other items the Authority wishes to escalate to BEIS.
- b. SHDF – Wave 1 **monitoring and evaluation data** (herein: M&E Data), as covered by the Monitoring, Evaluation & Audit section (paragraph 89) of the MoU. This data may contain personal information data as defined by UK GDPR. This data includes but is not limited to:
- i. Qualitative and or quantitative data obtained through the **delivery team’s participation in research** led by an evaluation partner appointed by BEIS. This research will ensure that wider insights can be provided on the experience of delivering SHDF – Wave 1. BEIS will confirm plans for delivery team participation in the evaluation research during the spring of 2022.
  - ii. Contact details and consent of **households** and **installers** engaged in the scheme to be contacted for feedback on the scheme.
  - iii. **Data from households** receiving measures and installers delivering them, as set out in Annex 7 of the MoU, including but not limited to installation data, household engagement data, installer data and project delivery data.
15. The data provided by the Authority maybe linked to and or compared against other existing datasets or models within BEIS for compliance, evaluation, and performance reporting purposes.

## How data will be shared

16. BEIS will provide a system for projects to securely transfer the Data they have collected under this DSA to share with BEIS. Diagrams visualising the data sharing process are available in *Appendices B-D – BEIS’ Data Sharing Process* of this DSA.
17. The Authority is responsible for ensuring there is a system in place to securely collect and store this Data. This system must include data supplied from other participating local authorities, housing associations, or partners where they are forming a Consortium. It must also put measures in place to ensure consent for data subjects to enable data sharing on this legal basis.
18. The Authority, or its appointed third party, will share this data with the SHDF – Wave 1 Project Team via a password-protected report, for example using Egress, a secure file transfer protocol and or restricted folders on SharePoint, or through

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an alternative data collection system that has been approved by the SHDF – Wave 1 Project Team and the BEIS Chief Information Security Officer (CISO) as being suitable for the transfer and storage of personal data.

19. Data sharing under this DSA will be shared from execution and up to 31<sup>st</sup> March 2025 to enable the successful delivery of scheme evaluation activity.
20. BEIS will share the contact details of the Authority's delivery team with its SHDF delivery partners, such as the SHDF Wave 1 – Scheme Administrator (Ricardo), as necessary to deliver BEIS' energy efficiency schemes.
21. BEIS will share M&E Data with its SHDF research, evaluation partners as appropriate. There are also circumstances under which BEIS may share M&E Data with other Government Departments. These circumstances are detailed further below in paragraphs 45-50, under *Principle 2 – Purpose Limitation*.
22. Where BEIS decides to share personal data received under this DSA, it will ensure the data transfer is performed using a method approved by the BEIS Chief Information Security Officer (CISO), the preferred mechanism being restricted areas on MS Egress.
23. At all times, BEIS and the Authority will ensure all personal data shared under this DSA is stored in restricted folders held on restricted access secure servers.
24. Further information about the safekeeping of the data is set out further below under *Principle 6 – Integrity & Confidentiality*.

## Legal gateways

25. The Partners of this DSA share Performance Data and the personal data of the delivery team on the legal basis of **public task**, as defined by Article 6(1)(e) of UK GDPR. It is necessary for the performance of a task carried out in the public interest. This does not require consent.
26. The Partners of this DSA process and share the M&E Data on a **consent basis only**, as outlined by Article 6(1)(a) of UK GDPR.
27. Specifically, the data sharing and or processing is required in order to:
  - a. Enable BEIS to evaluate the effectiveness of existing and future policies

- 
- b. Support BEIS's functions and departmental responsibilities relating to carbon reduction and Net Zero as defined by the Climate Change Act (2008).
  - c. Enable the Partners to carry out their responsibilities as regards to effectively managing the spending of public funding, including but not limited to BEIS reviewing how and where SHDF – Wave 1 funding has been spent and assessing whether this expenditure has enabled it to meet its objectives under the scheme.

d.

28. *Principle 2 – Purpose Limitations* provides further information for which processing of data under this DSA is needed.

## Data controller relationship

29. The Authority and BEIS act as **joint data controllers** for personal data covered by this DSA. This includes when they collect data, are in receipt of it or share the data with others.

30. For all other personal data shared under this DSA, **the Authority and BEIS act as independent controllers**, and becomes an independent controller of that personal data on receipt of it. BEIS' limitations on onward disclosures in data processing are covered under *Forward Use - Onward Disclosure*, paragraphs 45-50 of this DSA.

## Transparency

31. The Authority accepts responsibility for ensuring that **both BEIS' Privacy Notice and their own Privacy Notice** are provided to all households, installers and,

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where applicable, Consortium Members in compliance with the DPA 2018 and UK GDPR.

32. The Authority will ensure that their Privacy information includes content that alerts the data subject to the fact that their personal data will be passed from **to the Authority** and then **from the Authority to BEIS**.
33. Furthermore, the privacy information will inform the data subject that their data might be used either in full or in part by BEIS for:
- a. The management and delivery of the scheme.
  - b. Evaluation, auditing, research, statistical and fraud prevention purposes;  
Or
  - c. Be linked to other data sources held by BEIS, other Government Departments, contractors appointed by BEIS and or other third parties for any of these reasons aforementioned.
  - d. With their consent, be used by a third-party to invite them to participate in research about their experiences with the project.
34. BEIS have provided the Authority with BEIS' SHDF Privacy Notice, as published on the SHDF Wave 1 webpage on gov.uk alongside the Wave 1 competition documents. **The Authority is ultimately responsible for ensuring that all households, installers, and Consortium Members are provided with this BEIS privacy notice.**
35. The Authority must also ensure data subjects are informed of any of their own or their consortia organisations' processing of personal data, **via their own Privacy Notice**. The Authority may use the template Privacy Notice provided as guidance (see Appendix F of this DSA) or their own version. If the Authority decides to use their own version, they must ensure that it includes the information mentioned under paragraphs 31 to 33 of this DSA.
36. By agreeing to this DSA and the MoU, the Authority accepts responsibility **for seeking valid consent**, as defined by Article 4(11) of UK GDPR, from households, installers, and Consortium Members to be recontacted for the purposes of evaluation of SHDF – Wave 1 and, where appropriate, any further research and evaluation therein. A consent form is provided in Appendix G of this DSA and should be used by the Authority to seek consent.
37. The Authority will **maintain records of informed consent** and share Data with BEIS **in accordance with their data reporting requirements**. These requirements are set out under the Governance section (paragraphs 54 to 63), Performance section (paragraphs 79 to 88), Monitoring, Evaluation and Audit

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section (paragraph 89) and Annex 7 of the MoU. The exact data items and formats requested are detailed under *Appendix E – List of Data Items to be Shared with BEIS*.

38. If a data subject informs either Partner and or its service providers, where applicable, that they are withdrawing consent, the Partner is responsible for communicating the withdrawal of consent to the other Partner. In this scenario, BEIS will be responsible for ensuring the data subject is no longer contacted by BEIS and or its service providers, for the purpose of evaluation of SHDF – Wave 1 and related further research and evaluation.
39. Where consent has been withdrawn by the data subject, BEIS will seek to cease contact with the data subject as soon as reasonably practicable.
40. BEIS and the Authority, as part of their ongoing requirements to comply with UK GDPR or its successor legislation, where applicable, will keep their Privacy Notices under ongoing review. Where legislative changes are made, BEIS and the Authority will communicate these to the data subject as soon as reasonably practicable to ensure that the data subject's rights are maintained and complied with.

## Principle 2 – Purpose Limitation

41. The Authority will, where necessary, disclose personal data to BEIS as part of its data reporting requirements, as set out in the MoU and this DSA. The primary purposes for sharing and processing this data are to support:
  - a. The administration of SHDF – Wave 1.
  - b. An assessment of whether SHDF – Wave 1 has achieved its objectives.
  - c. BEIS to effectively publish statistical reports relating to SHDF – Wave 1.
  - d. An evaluation of SHDF – Wave 1 and any associated home energy or carbon reduction policies, where applicable.
  - e. Effective management of fraud and non-compliance under SHDF – Wave 1.
42. Additionally, BEIS may use all or some of the data shared by the Authority:
  - a. To review and develop existing or future Government policy.
  - b. For research, evaluation, and statistical purposes.
43. Where BEIS uses all or some of the data for research, evaluation, and statistical purposes this may be linked with data from other data sources held by BEIS or other Government Departments.

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44. The analysis and research expected to be undertaken may include, but is not limited to:

- a. Analysing whether the presence of measures installed under SHDF – Wave 1 has led to a significant change in energy consumption. This may be done by comparing SHDF – Wave 1 measures data to other databases, including but not limited to: the National Energy Efficiency Database, Cavity Insulation Guarantee Agency and or other related similar operational databases.
- b. Linking and or comparing the SHDF – Wave 1 data to other datasets from other BEIS or HM Government administered energy efficient programmes to enable BEIS to assess the following without double counting properties:
  - i. Progress against fuel poverty targets.
  - ii. Insulation levels for the overall housing stock in Great Britain, and impact on remaining potential for cavity wall, solid wall, and loft insulation.
  - iii. The characteristics of recipient (e.g., location, property type, tenure, and vulnerability group) to inform future policy making.
- c. Address matching SHDF – Wave 1 installations through the National Energy Efficiency Data-Framework to maintain a central database of property characteristics, household characteristic, energy consumption and or Energy Performance Certificates (EPCs).

## Further use and onward disclosure

45. To deliver SHDF, BEIS may need to share the Data with the SHDF – Wave 1 Scheme Administrator (Ricardo). Ricardo will be subject to UK GDPR compliance via commercial contract clauses, and only permitted to process personal data to execute a public task on BEIS' behalf.

46. To effectively audit and manage SHDF – Wave 1 and other Government schemes, BEIS may need to share SHDF – Wave 1 data with delivery partners of other current or future energy efficiency or low carbon heating government support schemes. This is to ensure that SHDF – Wave 1 funded installations are not already or subsequently subsidised under other Government schemes.

47. Where BEIS needs to share SHDF – Wave 1 data with delivery partners of current or future energy efficiency or low carbon heating government support schemes, BEIS will seek to use primarily anonymised or pseudonymised data to limit the use of personal data. Where this data sharing is necessary BEIS will put a data sharing agreement in place with the relevant delivery partner to support the sharing of the data.

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48. BEIS will share SHDF – Wave 1 data with its third-party monitoring and evaluation contractor to support the delivery of research, evaluation, and auditing activities. This will be primarily to confirm that projects under SHDF – Wave 1 are complying with the scheme’s guidance and objectives. BEIS will put in place a DSA with its monitoring and evaluation contractor to support the sharing of data for this purpose.
49. Items included within onward disclosures **are limited** to those already outlined in this DSA (*Appendix E – List of Data Items to be Shared with BEIS*).
50. At all times, **BEIS will comply with the ‘data minimisation’ principle** set out in this DSA, in accordance with Article 5(1)(c) of UK GDPR. Wherever possible, BEIS will use aggregated, pseudonymised or anonymised data to limit onward disclosure of personal data. Where onward disclosure is required, BEIS will ensure that there is a DSA or contract in place to outline the legal basis for sharing the data, and that any onward disclosure of data is restricted to only the data that is required by the third party to support the purpose for which the data is being shared.

## Principle 3 – Data minimisation

51. By agreeing to this DSA, each Partner confirms that the data being shared under this agreement is the minimum amount of personal data that is necessary to achieve the purposes for which it is being shared, as outlined by Article 5(1)(c) of UK GDPR.

## Principle 4 – Accuracy

52. In accordance with the Governance section (paragraphs 54 to 63), Performance section (paragraphs 79 to 88), Monitoring, Evaluation and Audit section (paragraph 89) of the MoU, the Authority agrees to carrying out a series of **quality assurance checks** on the Data it generates.
53. These accuracy checks will include:
- a. Checks to ensure that the installation data is for an eligible household and that the installer meets the necessary standards (either through Trustmark or an alternative) as part of the grant award.
  - b. Data completeness checks to ensure that all mandatory and required data fields are completed in any data return sent to BEIS.

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- c. Data validation checks, such as, checking field formats (e.g., a date field is in a date format) or that an entry is valid (e.g., a postcode is alphanumeric) before returning any data sent to BEIS.
54. BEIS will also conduct checks on the Data it receives from the Authority to identify any reporting errors, double counting, or ineligible households and or installers. The processes for these are outlined in *Appendices B and C* to this DSA.
55. If, after the Data has been either passed from the Authority to BEIS, or from BEIS to the Authority, either Partner identifies an error in that information then the following process should be undertaken to correct the error:
- a. The Partner that identifies the error should, as soon as reasonably practicable but within a period exceeding that of five working days, alert the other Partner to the error.
  - b. The Authority will then liaise with the relevant delivery partner, installer, or Consortium Member, where applicable, to clarify and correct the data; And
  - c. Promptly notify BEIS of any correction to the data required.

## Principle 5 – Storage limitation

56. **BEIS will retain personal data until 31<sup>st</sup> March 2025** for the purposes outlined in this DSA. The remaining project data is not subject to a specified retention period since it does not contain personal data
57. In line with the storage limitation principle outlined under Article 5(1)(e) of UK GDPR BEIS will review the data it holds at regular periods to ensure that personal data is only retained for as long as it is needed up to 31<sup>st</sup> March 2025.
58. The Authority will retain any personal data created or collected, for reporting purposes under SHDF – Wave 1, in accordance with its own retention and disposal policies.
59. All Partners will destroy or delete all personal data at the end of the relevant retention periods using a process that is in line with their data destruction processes.
60. In order to achieve the purposes outlined under *Principle 2 – Purpose Limitation*, identifiable personal data, rather than anonymised or pseudonymised data is required to be processed by the designated BEIS Teams outlined in paragraph 62 of this DSA. As outlined by paragraph 64 of this DSA, non-designated BEIS Teams will only have access to anonymised data.

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## Principle 6 – Integrity and confidentiality

61. The following information security measures will be put in place by BEIS and the Authority to ensure the safekeeping of the data shared under this DSA, including, and with particular reference to, personal data. The Partners agree to work and comply with their respective information assurance and data protection policies, while following the security measures outlined below.
62. BEIS will hold SHDF – Wave 1 monitoring and evaluation data in a secure SharePoint folder with access controls or on a dedicated analyst server (CBAS) that limit access to those on the SHDF – Wave 1 data access list. Only designated BEIS Team and nominated third parties will be able to access this data.
63. By agreeing to this DSA, BEIS acknowledges and agrees that:
- a. The designated BEIS Teams will be named in an internally held SHDF – Wave 1 access list and kept to a reasonable minimum.
  - b. It will maintain the SHDF – Wave 1 access list and share it with the Authority as requested on request.
  - c. BEIS will require that the mandatory annual UK GDPR eLearning training, or its successor where applicable, is completed by all staff, including personnel named on the access list.
64. Non-designated teams within BEIS may use an anonymised version of the SHDF – Wave 1 M&E data, that excludes address, and any record-level identifies, 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.
65. 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 M&E Data. The publication of this data may require inclusion of data extracted from the M&E 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.
66. Matt Harrison, **the Programme Director for SHDF (or successor)** has been appointed as the BEIS Information Asset Owner of the SHDF – Wave 1 monitoring and evaluation data and, as such, is ultimately responsible for the security of the data provided by the Authority.

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67.

(or successor) has been appointed as the Authority's Information Asset Owner of the SHDF – Wave 1 monitoring and evaluation data and, as such, is ultimately responsible for the security of the personal data provided to BEIS under this DSA.

68. 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 accordingly.

## Principle 7 – Accountability

69. BEIS confirms that it can demonstrate compliance with the data protection principles outlined in this DSA, the DPA 2018 and UK GDPR. BEIS has completed a Data Protection Impact Assessment (DPIA) outlining how it will process data under this DSA. This DPIA is available on request. BEIS demonstrates UK GDPR compliance to data subjects in the information provided on the BEIS SHDF Privacy Notice. All BEIS staff are required to complete annual training in UK GDPR. All BEIS staff on the access list for data shared under this DSA will attend a briefing on handling datasets shared under SHDF - Wave 1.

70. BEIS confirms that the processing of the Performance Data and M&E Data covered in this DSA will be added to BEIS's existing central record of processing.

71. The Authority confirms that it can demonstrate compliance with the data protection principles outlined in this DSA, the DPA 2018 and UK GDPR. The Authority demonstrates GDPR compliance by:

72. The Authority confirms that the processing of personal data covered in this DSA will:

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## Rights of data subjects

73. The rights of data subjects are set out in the following table:

Right to under UK GDPR:	Applies?	If yes, are any additional actions required. If no, why this right does not apply.
Transparent information (Article 12)	Y	The Authority takes responsibility for ensuring that appropriate fair processing and privacy notices are provided to data subjects.
Information when data collected from data subject (Article 13)	Y	The Authority takes responsibility for ensuring that appropriate fair processing and privacy notices are provided to data subjects.
Information when data collected from elsewhere (Article 14)	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 relevant participating Consortium Members or installer.
Access by data subject (Article 15)	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.
Rectification (Article 16)	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.
Erasure (Article 17)	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.
Restriction of processing (Article 18)	Y	Data subjects may request a restriction of processing of their data, but their request may be

		refused if it would prevent the administration and auditing of the scheme and processing for fraud prevention. 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.
Notification regarding rectification, erasure, or restriction (Article 19)	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.
Data portability (Article 20)	N	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.
Object to processing (Article 21)	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.
Automated decision-making and profiling (Article 22)	N	It is not expected that automated decision-making or profiling will be required under this DSA.

## Governance and administration

### Data Protection Impact Assessments

74. BEIS has completed a Data Protection Impact Assessment (herein: DPIA) for the processing that it will undertake in relation to this DSA. The DPIA considers BEIS' processing activities including the analysis and publication of data for statistical reasons and the sharing of data with its third-party contractors and delivery partners of relevant schemes. The DPIA is available upon request.

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75.

## Offshoring

76. It is not expected that any processing under this DSA will involve processing from any third countries.

## Data processors and sub-processing

77. BEIS may share personal data with its third-party contractors, to support the monitoring, evaluation and auditing of SHDF – Wave 1 as well as for statistical, research and fraud prevention purposes. **BEIS remain the controller in all instances of sharing data with its third-party contractors** and the third-party contractors will be **processors**.

78. BEIS may share personal data with other scheme delivery partners or other Government Departments to prevent the duplication of support under other government schemes that may breach scheme rules or help to prevent fraud. In this scenario, BEIS and the scheme delivery partners, or other Government Departments would **both be the controllers** for the personal data. Where this data sharing is necessary, BEIS will put a data sharing agreement in place with the relevant delivery partner to support the sharing of the data.

79. The use of any new data processors by a Partner for processing covered by this Agreement will be notified to the other Partners, and follow the procedures noted in paragraphs 45-50 of this DSA.

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## Consultation

80. BEIS have consulted with the BEIS Data Protection Officer in the process of completing a 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 73.

81.

## Automated decision making and profiling

82. It is not expected that any automated decision making, or profiling will be undertaken by BEIS with any data collected under this DSA.

## Necessity and proportionality

83. BEIS has completed a DPIA regarding the processing covered by this DSA, this included a consideration of necessity and proportionality. The proposed processing was deemed as necessary and proportionate.

## Freedom of Information requests

84. Partners subject to the requirements of the Freedom of Information Act 2000 or the Environmental Information Regulations 2006, will assist and cooperate with each other, to enable each to comply with its information disclosure obligations.

85. Where a Freedom of Information request or the Environmental Information Regulations 2006 is received by a Partner to this agreement, which relates to data that has been provided by another Partner, 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.

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86. Each Partner shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this DSA or any other agreement whether any information is exempt from disclosure in accordance with the provisions of the Freedom of Information Act or the Environmental Information Regulations 2006.

### Personal data breaches

87. The Partners will follow their own internal processes on the discovery of a personal data breach and advise their own security teams.
88. In addition, they will notify other Partners of any personal data breach that relates to this DSA, via direct contact with the project leads named in *Appendix H – Key Contact Details* of this DSA within 72 hours of discovering the personal data breach.
89. 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 signatories to this agreement. 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 signatories to this agreement are satisfied with the security arrangements.
90. Any Partner who decides that a personal data breach that affects, or is relevant to, the processing under this Agreement must be self-reported to the ICO and shall ensure that the other Partners are notified of this.

### Dispute resolution

91. Disputes between the Partners regarding the operation of this agreement will be resolved in the following way:
- a. In the first instance a material breach will be reported between the project leads on each side, named in Appendix H 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.
  - b. All material breaches will be notified to the Data Protection Officers in BEIS and the Data Protection Officers within the Authority. The outcomes of the assessment conducted by the project leads on each side, named in Appendix H of this DSA, will be discussed and actions identified.

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## Review

92. 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

93. The terms and conditions of this DSA will apply until the 31<sup>st</sup> March 2025. In the event of termination of the MoU, personal data will cease to be shared under the terms of this DSA.
94. Any Partner can terminate this DSA, without giving a reason, on expiry of one (1) month's written notice to the others. Termination of the notice would trigger a formal review of the SHDF – Wave 1 grant funding provided to the Authority.
95. Any Partner can terminate this DSA with immediate effect, where another Partner breaches any of its obligations to this DSA. Termination notices should be addressed to the Information Asset Owners at BEIS and the Authority.

## Press enquires

96. Press and media enquiries should be directed by email at: [SHDF.Enquiries@beis.gov.uk](mailto:SHDF.Enquiries@beis.gov.uk).

## Appendices

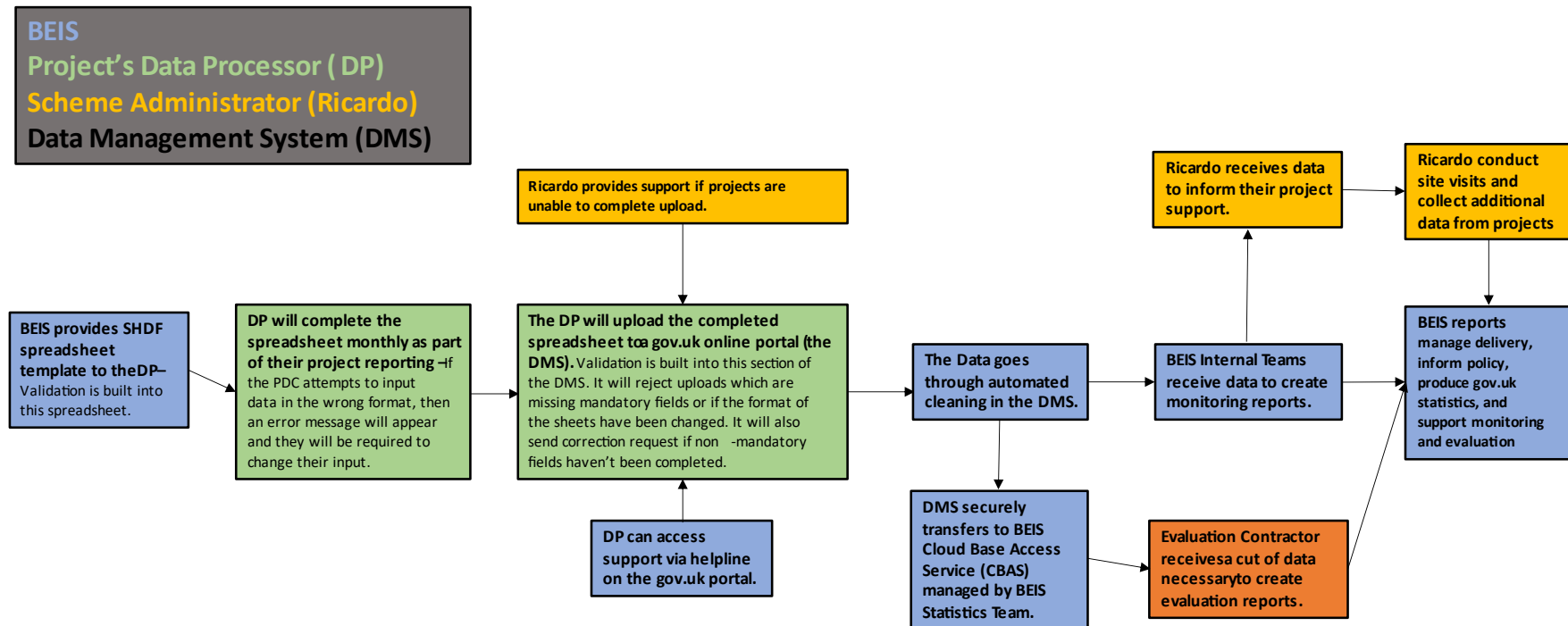
Description	Appendix
Summary of Processing	A
Performance Data Sharing Diagram	B
Personal Data Sharing Diagram	C
Personal Data Journey	D
List of Data Items to be Shared with BEIS	E
Privacy Notice Template	F
Consent Form to Issue to Data Subjects	G
Contact Details for Key Members of Staff	H
Signatories	I

# Appendix A – Summary of Processing

Description	Details
Subject matter of the processing	The processing relates to the delivery of the SHDF – Wave 1 scheme.
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 31 <sup>st</sup> March 2025.
Nature and purposes of the processing	The Authority will ensure that personal data relating to delivery of the SHDF – Wave 1 scheme is shared with BEIS. 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.
Type of Personal Data that will be processed	<p>The delivery of the SHDF – Wave 1 scheme is expected to reach over 15,000 properties, from these properties it is expected that the Authority and/or Monitoring &amp; Evaluation Contractor will collect personal data including (but not limited to):</p> <p>Professional contact details of key staff in the Authority's project team</p> <p>Name, address, phone, email of the property owner</p> <p>Details of the property and installation undertaken</p> <p>Details and contact information of the installer</p>
Categories of Data Subject	<p>Authorities and consortia leading SHDF– Wave 1 projects</p> <p>Residents of properties eligible for the SHDF– Wave 1 scheme</p> <p>Installers of home retrofits under SHDF – Wave 1 scheme</p> <p>Third parties providing additional funding for SHDF – Wave 1</p> <p>Third parties involved in the retrofit supply chain</p>
Special Category Data	The data collected and shared under this DSA does not constitute Special Category data or criminal-orientated data (Article 10 of the UK GDPR)

# Appendix B – Performance Data Sharing Diagram

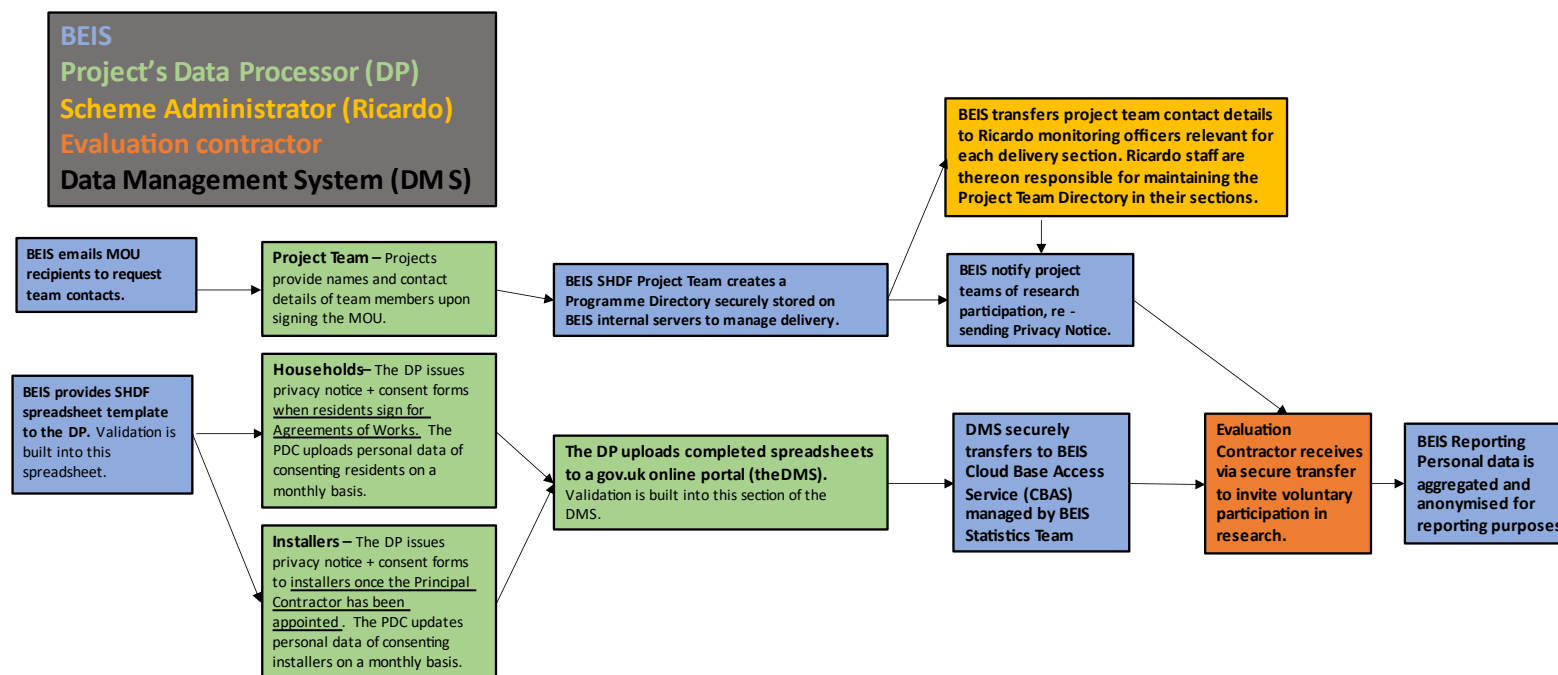
## Performance Data Collection and Validation



Please note: BEIS are trialling a new DMS. Aspects of this are subject to change.

# Appendix C – Personal Data Sharing Diagram

## Personal Data Collection and Validation



Please note: BEIS are trialling a new DMS. Aspects of this are subject to change.

# Appendix D – Personal Data Journey



Please note: BEIS has yet to appoint an evaluation contractor to finalise the design of the M&E framework for SHDF – Wave 1. Aspects of this are subject to change.

## Appendix E – List of Data Items to be Shared with BEIS

SHDF – Wave 1 Data Collection	Data Type	Definition
<b>Project Summary - Monthly</b>		
Name of Lead LA	Text	Name of Lead Local Authority, whether it is a consortium application and if so all other Registered Providers of Social Housing involved in the application.
Summary of status	Drop-down	Please provide a RAG rating on how the project is performing
Activities this period	Text	Describe the current state of play of the project. Outline activities undergone by the LA during this reporting period
Plan for next period	Text	Outline what activities are planned for the next reporting period
Estimated Project Completion date	Date	Insert when you estimate the project will be complete.
Date at which project team was appointed	Date	MS1 - Insert the date when the full project team was appointed
PAS2035 Risk Assessment stage completion date	Date	MS2 - When did all your projects complete the PAS2035 risk assessment stage
PAS2035 Dwelling Assessment stage completion date	Date	MS3 - When did all your projects complete the PAS2035 dwelling assessment stage
Design & Coordination completion date	Date	MS4 - When did all your projects complete the design and coordination stage
Procurement activity stage completion date	Date	MS5 - When did all your projects complete their procurement activity
Installation stage started	Date	MS6 - Insert the date that installation started
Installation stage completed	Date	MS7 - Insert the date that all your projects finished installing their measures
Handover and Lodgement Stage completed	Date	MS8 - Insert the date that all your projects finished the handover and lodgement stage
Top 5 Risks	Text	Risks descriptions, category, mitigation, RAG of the top 5 risks

Instances of Fraud	Text	Instances, mitigation, RAG
Total Number of Installers	Number	Provide the total number of installers cumulatively that have worked on the project
Total Number of Apprentices	Number	Provide the total number of apprentices cumulatively that have worked on the project

Performance Monitoring - Monthly		
% of Project Team Appointed	%	Outline the percentages of the project team that has been appointed, including the Retrofit Coordinator
PAS 2035 Risk Assessment Completed	Number	KPI1 - Outline the number of homes that have passed the PAS2035 Risk Assessment stage
PAS 2035 Dwelling Assessment	Number	KPI2 - Outline the number of homes that have passed the PAS2035 Dwelling Assessment stage
Design & coordination stage	Number	KPI3 - Outline the number of homes that have passed the Design & Coordination stage
Procurement Activity Completed	%	Outline the percentage of procurement activity completed to deliver all the projects being funded
Number of completed properties	Number	Outline the number of homes that have had measures installed
Handover & Data Lodgement Completed	Number	Outline the number of homes that have passed the Handover & Data Lodgement stage
Privacy notices issued to tenants	Number	KPI4 - Outline the total amount of privacy notices issued to tenants
Privacy notices issued to installers	Number	KPI4 - Outline the total amount of privacy notices issued to installers
Ancillary and Admin costs	£	KPI 6 - This is the value spent within your allocated A&A budget
Capital costs	£	KPI 6 - This is the value spent from your grant excluding your A&A costs
Total spend this month	£	KPI 6 - How much funding (received from BEIS), for this project, has been spent this month. This should not include any other sources of funding such as co-funding contributions.

Property Details – Frequency TBC		
Unique Property Reference Number	Number	Please input the properties UPRN

First line of address	Text	Please input the first line of address for this property
Town	Text	Please input the town for this property
Postcode	Text	Please input the postcode of this property
Fuel Poor Household	Yes/No	Answer yes, if the household income less than 60% of the median
Property Type	Drop-down	Provide the type of premises the measure was installed to.
Property Year Built	Date	Provide the year the property was built in, to aid with broader understanding of the energy efficiency and use of the property
Property Floor Space (metres squared, m2)	Number	Provide the usable area of the internal flooring of the building in metres squared. This should cover the total of all room areas, hallways and circulation space, excluding staircases. Loft space is not included, unless the loft is habitable with a fixed stairway to access it. This definition is taken from the English Housing Survey, Floor Space in English Homes technical report 2018 by DHLUC (formerly MHCLG). <a href="https://www.gov.uk/government/publications/floor-space-in-english-homes">https://www.gov.uk/government/publications/floor-space-in-english-homes</a>
Property Number of Floors	Number	Provide the number of floors that exist on the property. This should exclude the loft.
Property Number of Rooms	Number	Provide the number of usable rooms that exist in the property. This should include living rooms, kitchen, bathrooms, bedrooms. It should exclude the loft, unless this is a liveable space with a fixed stairway
Smart Meter Installed?	Yes/No	Indicate whether the property has a smart meter installed
On or off gas grid property	Yes/No	Identify whether the property is connected to the gas grid network or is an off gas grid property.
Current Heating System Type	Text	Indicates the main space heating system of the premises prior to installation of the measure
Number of measures to install	Number	Identify the number of measures planned for installation at the property and covered by this application
Total Cost of Application	Number	The application should include a total proposed cost for the project. The total application cost should

		include the cost of the equipment, labour, repairs and maintenance
Number of Installers	Number	Input the total amount of installers, including apprentices, that are working to install measures in the property
Number of Apprentices	Number	Input the total amount of apprentices that are working to install measures in the property
Current EPC Rating	Drop-down	The EPC rating of the property before any measures were installed
Post Measures Installed EPC Rating	Drop-down	The EPC rating of the property post measures being installed
Current SAP Box 39 value	Number	Insert in numerical format the SAP Box 39 value for the property before measures were installed. Should be supplied using full SAP
Post Measures Installed SAP Box 39 value	Number	Insert in numerical format the SAP Box 39 value for the property after measures were installed. Should be supplied using full SAP
Current SAP Box 4 value	Number	Insert in numerical format the SAP Box 4 value for the property before measures were installed. Should be supplied using full SAP
Post Measures Installed SAP Box 4 value	Number	Insert in numerical format the SAP Box 4 value for the property after measures were installed. Should be supplied using full SAP
Current Measures Installed SAP Box 99 value	Number	Insert in numerical format the SAP Box 99 value for the property before measures were installed. Should be supplied using full SAP
Post Measures Installed SAP Box 99 value	Number	Insert in numerical format the SAP Box 99 value for the property after measures were installed. Should be supplied using full SAP
Current Airtightness Test value	Number	Insert in numerical format the airtightness test value for the property before measures were installed
Post Measures Installed Airtightness Test value	Number	Insert in numerical format the airtightness test value for the property after measures were installed
Trustmark Measure Reference Number	Number	When a measure is lodged with TrustMark a unique TrustMark measure reference will be generated. Supplier must have this number before notifying the measure to the

		Administrator. This field will be validated against TrustMark's Data Warehouse. Auto generated from installer details.
TrustMark Lodgemark Certificate Number	Number	Provide a TrustMark lodged certificate ID which will be issued by TrustMark for the measure. This field will be validated against TrustMark's Data Warehouse.
PAS Certification Number	Number	Provide installer's PAS certification number. This must be the PAS certification number relevant to the annex of the measure being installed. PAS certification number is required as evidence that a measure has been installed by a PAS-certified installer. Auto generated from installer details.
Date of Starting Installation	Date	The date of started installation (DOSI) indicates the date on which the installation of the measure began. This is the point at which the installer begins working on site to install the measure. It includes any preparatory work before commencing the measure installation.
Date of Completed Installation	Date	The date of completed installation (DOCI) indicates the date on which the installation of the measure was 'complete'. By complete, this is the point of handover, when the measure must be able to deliver savings at a level expected for that measure. This will typically be the point at which the installer has finished the installation, with handover being the installer providing any explanation on the safe, efficient operation of the system, as well as any guidance on care and maintenance. N.B. All paperwork and updated EPC-band must be completed prior to recording date completed.
Measure Type	Drop-down	This describes the measure type installed at the premises (each measure installed is to be reported in a separate row). Please see the guidance page on the measures that should be reported against
Other Measure	Text	If other measure is selected from the dropdown please specific it here
Total cost of measure (£)	£	The cost should include a total cost for the measure.

Of the total cost, how much is SHDF - Wave 1 funding from government for this measure (£)	£	The total amount of funding that came from SHDF – Wave 1 from government for this measure.
Of the total cost, how much is funding from other LA sources (non-SHDF – Wave 1) for this measure (£)	£	The total amount of funding that came from other LA sources (not SHDF – Wave 1 funding) for this measure.
Of the total cost, how much is self-funding for this measure (£)	£	The total amount of funding contributed by the household where a measure took place.

Installer Details - Quarterly		
LA Installer ID number	Text	Links back to lodgement number within TrustMark
Installer Name	Text	Provide the name of the company that carried out the installation of the measure at the premises. This should not be the name of the managing agent unless they carried out the installation.
Installer Email Address	Text	Email address of the installer. This should be the email address of a named contact, and not a generic business address.
Installer Phone Number	Number	Phone number for the installer, either landline or mobile number. This should be the phone number of a named contact, and not a generic business phone number.
Installer Consent to Contact	Yes/No	Provide Y/N response as to whether the installer consents to future contact regarding the installation and scheme
Privacy Notice Issue Date	Date	Indicate the date when the LA issued the Installer with a Privacy Notice
Trustmark Business ID number	Number	All measures must be delivered by a TrustMark registered business (or equivalent). This field will be validated against TrustMark's Data Warehouse.
Was the installer Trustmark accredited before SHDF – Wave 1 project	Yes/No	

Companies House Company Registration Number	Number	Registration number
PAS Certification Number	Number	Provide installer's PAS certification number. This must be the PAS certification number relevant to the annex of the measure being installed. PAS certification number is required as evidence that a measure has been installed by a PAS-certified installer.

Tenant Details - Quarterly		
Unique Property Reference Number	Number	Please input the properties UPRN
Tenant Name	Text	Name of the Tenant
Tenant Email Address	Text	Email address of the applicant
Tenant Contact Number	Text	Phone number for the applicant, either landline or mobile number
Contact Consent	Yes/No	Provide True/False response as to whether the applicant consents to future contact regarding the installation and scheme
Privacy Notice Issue Date	Date	Indicate the date when the LA issued the tenant with a Privacy Notice
Tenant dropout	Yes/No	Provide YES/NO as to whether tenant has dropped out of project
Reason for tenant dropout	Drop-down	State the reason for tenant dropout
Reason for tenant dropout - Other reason	Text	If 'Other' selected please outline the reason for tenant dropout in the text box

# Appendix F – Privacy Notice Template

## SHDF Privacy Notice

This notice sets out how

use your personal data, and your rights. It is made under Articles 13 and/or 14 of the UK General Data Protection Regulation (**UK GDPR**). This notice relates to data collected under the Social Housing Decarbonisation Fund scheme (**SHDF**) operated by

and run by BEIS. For further information on how BEIS uses your personal data, please see BEIS' SHDF Privacy Notice (Available [here](#)).

### What personal data do we hold?

In order to deliver energy efficiency improvements, it is necessary for us to collect and hold personal information.

If you are a **tenant**, we will process the following personal data:

- Basic personal information such as your name, address, telephone number and email address for arranging works
- Details about the works installed at the property, including size, type and cost
- Household income and any other scheme eligibility information
- Expected energy, carbon and cost savings expected from the works
- Your name and preferred means of contact if you'd like to take part in BEIS' scheme evaluation (optional)

If you are an **installer**, we will process the following personal data:

- Your name and preferred means of contact for arranging the works
- Relevant accreditation and registration information
- Business contact address
- Details of SHDF installations you delivered (including location)
- The number of employees in your organisation
- Your name and preferred means of contact if you'd like to take part in BEIS' scheme evaluation (optional)

If you are a **delivery partner** in a project, we will process the following personal data:

- Your name, role, and professional contact details

## How will we use the Information we hold about you?

We collect information about you (where applicable):

- To support the delivery and administration of energy efficiency schemes. This may require linking of your data to other datasets held by BEIS and other government departments
- With your consent, to invite you to take part in scheme evaluation

## What is the legal basis for us to process your data?

We process your information as above because it is necessary for compliance with legal obligations under

to which we are subject. Some processing will be necessary to perform tasks carried out in the public interest or in the exercise of official authority vested in us. Other processing will be necessary for the performance of our contractual obligations, e.g. under any tenancy or lease.

BEIS process data necessary for the performance of tasks in the public interest to deliver SHDF. The data will support a detailed evaluation of the overall scheme, including the types of properties, households and measures delivered through the SHDF, in order to ensure use of public funds has delivered value for money, and realised intended benefits, including to inform policy making in the fields of energy efficiency, fuel poverty, and health. It will also support BEIS' functions relating to carbon reductions under the Climate Change Act 2008. Your data may also be used for statistical, research and fraud prevention purposes.

BEIS will be conducting an evaluation of the Scheme. This may include you being contacted to take part in further research. Use of your personal data to contact you to take part in further evaluation research will be subject to your consent. BEIS will only process your personal data for this purpose with your opt-in consent, and a consent form will be provided to you. Note that you can withdraw consent at any time, and it will not impact the delivery of any works.

## Who we will share your information with

We may share your information with partner organisations, including:

- The Department for Business, Energy and Industrial Strategy (BEIS), its delivery partners and contractors, and their data processors Microsoft and Amazon Web Services

-

We will not normally share your information with organisations other than our partner organisations without your consent, however, there may be certain circumstances where we would share without consent such as where we are required to do so by law, to safeguard public safety, and in risk of harm or emergency situations. Any information which is shared will only be shared on a need to know basis, with appropriate individuals. Only the minimum information for the purpose will be shared.

## How long do we keep your records

## International transfers

## Your rights

You have a number of rights under UK GDPR, including the right to request your information and the right to request your information be erased or amended if incorrect.

To **request your records**, **request changes** to your records, or to **object** to the processing of your data, you will need to put your request in writing and provide a proof of identification to

You have the right to **withdraw consent** for the processing of your personal data, where processing is based on consent, such as the BEIS research and evaluation. To withdraw consent, you can choose to contact

You may also contact BEIS' Data Protection Officer at the Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET, or via email, [dataprotection@beis.gov.uk](mailto:dataprotection@beis.gov.uk).

You also have a right to **make a complaint** about our handling of your personal data to the Information Commissioner's Office (ICO), an independent regulator. You can contact the ICO at Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, or via email, [casework@ico.org.uk](mailto:casework@ico.org.uk). Any complaint to the ICO is without prejudice to your right to seek redress through the courts.

### **Further information**

If you have any questions or concerns about how your information will be used, please contact the Data Protection Officer at

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# Appendix G – Consent Form to Issue to Data Subjects

I have read and understood this Privacy Notice and BEIS' Privacy Notice.

Yes ☐ No ☐

Do you consent to BEIS, or their appointed contractors, to recontact you for the purpose of research and evaluation related to the installation received under SHDF-Wave 1?

Yes ☐ No ☐

Participation is entirely voluntary and you may withdraw consent at any time. Personal data necessary to deliver work on your property will continue to be collected. Your installation and the work on your property will not be affected if, at any time, you choose not to take part.

Full Name	<hr/>
Signature	<hr/>
Address	<hr/>
Telephone/Mobile	<hr/>
Email Address	<hr/>
Preferred contact method	<hr/>
Date	<hr/>

## Appendix H – Key Contact Details

BEIS Key Contacts:		
Programme Director	Name	Matt Harrison
	Email	matt.harrison@beis.gov.uk
Data Protection Officer	Name	BEIS Data Protection Officer
	Email	dataprotection@beis.gov.uk
	Name	Head of Information Rights Team
	Email	FOI.Requests@beis.gov.uk
Data Lead	Name	Darren Cartwright
	Email	darren.cartwright@beis.gov.uk

The Authority Key Contacts:		
Project Lead	Name	
	Email	
	Telephone	
Data Protection Officer	Name	
	Email	
	Telephone (optional)	
FOIA Lead	Name	
	Email	
	Telephone (optional)	
Data Lead	Name	
	Email	
	Telephone (optional)	

# Appendix I – Signatories

BEIS Signature	
Signed:	
On behalf of the Secretary of State for Business, Energy & Industrial Strategy	
Name	
Role	
Address	
Email	
Date of signature	

The Authority Signature	
Signed:	
On behalf of [Insert Local Authority and other consortium members]	
Name	
Role	
Address	
Telephone (optional)	
Email	
Date of signature	

## Annex 6a: Approved Application Proposal (the Proposal)

**For the purposes of SHDF – Wave 1, the Proposal is the approved application submitted on or before 15 October 2021 as part of the SHDF – Wave 1 competition.**

## Annex 6b: Updated Baseline Milestone Schedule

For the purposes of SHDF – Wave 1, the updated Baseline Milestone Schedule is a revised version of table 5a in the SHDF – Wave 1 application form, with dates updated to reflect the new competition award date.

Updated Baseline Milestone Schedule																	
Milestone	Date completed	Units	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23
MS1 – Project Team Established		% completed															
MS2 – PAS 2035 Risk Assessment stage completed		No. homes															
MS3 – Dwelling Assessment stage completed		No. homes															
MS4 – Design and Coordination Stage completed		No. homes															
MS5 – Procurement Activity completed		% completed															
MS6 & MS7 – Installation started and completed		No. homes															
MS8 – Handover & Data Lodgement Completed		No. homes															

## Annex 7: Data Requirements

In accordance with the Governance and Performance sections of this MoU, the Authority will be responsible for supplying the Project Team with the required monthly data on or before the 10<sup>th</sup> working day of each month. The requirements for this reporting, which will form the Monthly Report by the Authority, are as follows:

Monthly Data Requirements	Quarterly Data Requirements (for ongoing Monitoring & Evaluation)	Per Property or One-off Data Requirements
<p><b>Monthly Summary</b></p> <ul style="list-style-type: none"> <li>Summary of status</li> <li>Activities this period</li> <li>Plan for next period</li> <li>Estimated Project Completion date</li> <li>Top 5 Risks</li> <li>Instances of Fraud</li> </ul> <p><b>Milestone updates</b></p> <ul style="list-style-type: none"> <li>MS1 Date at which project team was appointed</li> <li>MS2 PAS2035 Risk Assessment stage completion date</li> <li>MS3 PAS2035 Dwelling Assessment stage completion date</li> <li>MS4 Design &amp; Coordination completion date</li> <li>MS5 Procurement activity stage completion date</li> <li>MS6 Installation stage started</li> <li>MS7 Installation stage completed</li> <li>MS8 Handover and Lodgement Stage completed</li> </ul> <p><b>KPI Performance</b></p> <ul style="list-style-type: none"> <li>KPI 1 PAS 2035 Risk Assessment Completed</li> <li>KPI 2 PAS 2035 Dwelling Assessment</li> <li>KPI3 Design &amp; coordination stage Completed</li> <li>KPI4 Number of Privacy notices issued to tenants and Installers</li> <li>KPI5 Number of completed properties</li> <li>KPI6 – Total project spend</li> </ul> <p><b>Project additional info</b></p> <ul style="list-style-type: none"> <li>No. of tenants &amp; installers who have consented to be invited to take part in BEIS evaluation</li> <li>Procurement activity – percentage of all procurement activity completed to deliver all projects being funded</li> <li>Number of Installers</li> <li>Number of Apprentices</li> </ul>	<ul style="list-style-type: none"> <li>Unique Property Reference Number</li> <li>Tenant Name</li> <li>Tenant Email Address</li> <li>Tenant Contact Number</li> <li>Contact Consent</li> <li>Privacy Notice Issue Date</li> <li>Tenant Dropout</li> <li>Reason for Tenant Dropout</li> <li>LA Installer ID number</li> <li>Installer Name</li> <li>Installer Email Address</li> <li>Installer Phone Number</li> <li>Installer Consent to Contact</li> <li>Privacy Notice Issue Date</li> <li>Trustmark Business ID number</li> <li>Was the installer Trustmark accredited before SHDF project</li> <li>PAS Certification Number</li> <li>Companies House Company Registration Number</li> </ul>	<p><b>Per property</b></p> <ul style="list-style-type: none"> <li>Unique Property Reference Number</li> <li>Property Address (first line)</li> <li>Town</li> <li>Postcode</li> <li>Fuel Poor Household</li> <li>Property Type</li> <li>Property Year Built</li> <li>Property Floor Space (metres squared, m2)</li> <li>Property Number of Floors</li> <li>Property Number of Rooms</li> <li>Smart Meter Installed?</li> <li>On or off gas grid property</li> <li>Current Heating System Type</li> <li>Number of measures to install</li> <li>Type of measure installed</li> <li>Total Cost of Application</li> <li>Current EPC Rating (pre-measures installed)</li> <li>Post Measures Installed EPC Rating</li> <li>Current SAP Box 39 value (pre-measures installed)</li> <li>Post Measures Installed SAP Box 39 value</li> <li>Current SAP Box 4 value (pre-measures installed)</li> <li>Current Installed SAP Box 4 value</li> <li>Post Measures Installed SAP Box 99 value (pre-measures installed)</li> <li>Post Measures Installed SAP Box 99 value</li> <li>Current Airtightness Test value (pre-measures installed)</li> <li>Post Measures Installed Airtightness Test value</li> <li>Date of Starting Installation</li> <li>Date of Completed Installation</li> <li>Trustmark Measure Reference Number</li> <li>TrustMark Lodgemark Certificate Number</li> <li>Total cost of measure (£)</li> <li>Of the total cost, how much is SHDF grant funding for this measure (£)</li> <li>Of the total cost, how much is LA funding for this measure (£)</li> <li>Of the total cost, how much is self-funding for this measure (£)</li> </ul>

Annex 8: Recovery Plan (draft – final template to be provided to the Authority)

<b>Local Authority</b>	<b>Grant Reference</b>	<b>Grant Name</b>	<b>Local Authority Lead</b>	<b>Report Date</b>
<b>INSERT FULL NAME</b>	<b>INSERT REFERENCE</b>	<b>SHDF Wave 1</b>	<b>INSERT LEAD OFFICIAL</b>	<b>INSERT DATE</b>

#	Interventions	Target Date		Status	Owner
1				R/A/G	
2				R/A/G	
3				R/A/G	
4				R/A/G	
5				R/A/G	

## Annex 9: AP1a form

The template for this is attached separately as a Word document to enable completion.

## Annex 10: Small Amounts of Funding Exemption Declaration

Guidance: use this Annex where funding is awarded as a small amount of financial assistance which is an exempted subsidy under the UK-EU Trade and Cooperation Agreement. Please note for the purpose of calculating whether a subsidy falls within the 325,000 Special Drawing Rights threshold, the Authority should include any:

- De Minimis State Aid granted in the relevant 3 fiscal year period under the De minimis Regulation prior to 1 January 2021;
- De Minimis State Aid granted in the relevant 3 fiscal year period under the De minimis Regulation on or after 1 January 2021 by virtue of the application of the Northern Ireland Protocol;
- Small Amounts of Financial Assistance granted in the relevant 3 fiscal year period by virtue of the application of the Trade and Cooperation Agreement

but should not include:

- any State aid or subsidy granted in the relevant period in reliance on any other exemption (e.g. State aid granted under the General Block Exemption Regulation) or on any other basis irrespective of whether granted prior to or after 1 January 2021
1. Funding in respect of leaseholder or freeholder (right to buy) properties, including those that are privately rented, is awarded in accordance with Article 364(4) of the Trade and Cooperation Agreement, which enables the Authority to receive up to a maximum level of subsidy without engaging Articles 363-375 (except where a subsidy is prohibited under Article 367 (8-12)) of the Trade and Cooperation Agreement (a “Small Amount of Financial Assistance”). The current threshold is 325,000 Special Drawing Rights to a single economic actor over any period of three fiscal years.
  2. The Authority acknowledges and accepts that the relevant limit for a Small Amount of Financial Assistance comprises other Small Amounts of Financial Assistance and De Minimis State Aid, irrespective of whether such subsidy or aid was provided by other public authorities and their agents, related to other projects or was made by means other than grants (for instance, foregone interest on loans) awarded to the Authority over any period of three fiscal years
  3. The award of this funding will be conditional upon the Authority providing the Secretary of State with the Small Amount of Financial Assistance declaration form confirming how much Small Amount of Financial Assistance subsidy or De Minimis State Aid, if any, it has received in the current and previous 2 year fiscal period.
  4. The Secretary of State may not pay the Authority the funding if, added to any previous Small Amount of Financial Assistance subsidy or De Minimis State Aid the Authority has received during the current and last two fiscal years, the funding causes Authority to exceed the relevant limit for a Small Amount of Financial Assistance.
  5. For the purposes of that declaration:

- a. the fiscal year is the fiscal year used by its business;
  - b. a single economic actor means a “single undertaking” within the meaning of the De Minimis Regulation; and
  - c. subsidy is Small Amounts of Financial Assistance and De Minimis State Aid granted to a single economic actor.
6. The Authority must return the MoU and the completed Small Amount of Financial Assistance declaration form to the Secretary of State in accordance with Paragraph 115 of the MoU.
7. The Authority acknowledges that it is Authority’s responsibility to read Chapter 3 of the Trade and Cooperation Agreement (and implementing legislation) in its entirety, and seek advice (including legal advice) on its application to the Authority’s business if appropriate.
8. The Authority acknowledges that the Secretary of State and the Authority are jointly and severally responsible for maintaining detailed records with the information and supporting documentation necessary to establish that all the conditions set out in this MoU are fulfilled.
9. Such records must be maintained by the Authority and the Secretary of State for 10 years following the granting of the subsidy.

## SMALL AMOUNT OF FINANCIAL ASSISTANCE DECLARATION FORM

Please tick the statement that applies:

	The Authority, and any other economic actor forming a single economic actor with the Authority, <b>have not received any Small Amount of Financial Assistance subsidy or De Minimis State Aid</b> (whether from or attributable to the Authority or any other public authority) during the current and two previous fiscal years.
	The Authority, and/or any other economic actor forming a single economic actor with the Authority, <b>have received one or more grants of De Minimis State Aid or Small Amounts of Financial Assistance</b> during the current and two previous fiscal years particulars of which are set out in the table below.

Please insert the Authority’s fiscal year\_\_\_\_\_

Particulars of any De Minimis State Aid or Small Amounts of Financial Assistance received during the current or previous two fiscal years:

Public Authority	Date Awarded	Total amount of subsidy <sup>11</sup>	Description of subsidy <sup>12</sup>	Recipient <sup>13</sup>	Date(s) received <sup>14</sup>

Signed \_\_\_\_\_

For and on behalf of \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

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<sup>11</sup> This should be the amount of subsidy awarded. However, please also inform us if the amount received differed.

<sup>12</sup> Please confirm the nature of the subsidy (e.g. a grant or a loan etc) and the purpose for which it was awarded (e.g. any project funded by it).

<sup>13</sup> Please confirm the identity of the recipient of the subsidy if this is a separate entity forming part of a single economic actor with you.

<sup>14</sup> Please inform us if the subsidy was paid by instalments.