

GREEN HOMES GRANT
LOCAL AUTHORITY DELIVERY
PHASE 1B
MEMORANDUM OF UNDERSTANDING
Between the
SECRETARY OF STATE FOR BUSINESS, ENERGY AND INDUSTRIAL STRATEGY
And
[INSERT LEAD LA]

MEMORANDUM OF UNDERSTANDING

GREEN HOMES GRANT LOCAL AUTHORITY DELIVERY

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MEMORANDUM OF UNDERSTANDING LOCAL AUTHORITY DELIVERY

DEFINITIONS

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

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

“Commencement Date” refers to [INSERT DATE] when the MoU is signed and therefore comes into effect.

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

“Eligible Contractor” means partners that are currently trading and hold the required accreditations (Trustmark/Microgeneration Certification Scheme or a scheme that the Secretary of State is satisfied is equivalent) that will deliver Eligible Measures on behalf of the Authority as set out in the Proposal.

“Eligible Expenditure” means payments by the Authority during the Funding Period for the purposes of delivering the Proposal which comply in all respects with the rules set out in clauses 16-20 under the Scope of Activity set out in this MOU. .

“Eligible Household” means a domestic dwelling in England to which Eligible Measures may be delivered on behalf of the Authority as set out in the Proposal.

“Eligible Measures” are any energy efficiency and heating measures compatible with the Standard Assessment Procedure (SAP) that will help improve EPC Band D, E, F or G rated homes. This is with the exception of fossil fuel heating systems including the installation of a new fossil fuel-based heating system or the replacement or repair of an existing fossil fuel-based heating system with another fossil fuel-based heating system **“Funding Period”** is the period for which the Grant is awarded starting on the Commencement Date to 30 September 2021.

“the Grant” is the capital funding granted by the Secretary of State to the Authority to deliver Phase 1B of the Green Homes Grant Local Authority Delivery Phase.

“Monthly Report” has the meaning given to it in paragraph 41.

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

“Project Team” means the Local Authority Delivery project team within BEIS responsible for the delivery of the scheme.

“Programme Board” means the lead governing authority for the GHG LAD Project.

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

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

“Services” are the services the Local Authority are expected to procure the delivery of under the Green Homes Grant Local Authority Delivery scheme.

“Phase 1B” means the Green Homes Grant Local Authority Delivery Phase which starts from the Commencement Date and concludes 30 September 2021.

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PURPOSE

1. To establish the way the parties to the Memorandum of Understanding (hereafter referred to as the “MOU”) will work together to deliver the Green Homes Grant (GHG) Local Authority Delivery (LAD) scheme 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. [INSERT LEAD LA] known as “**the Authority**”.

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

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

BACKGROUND

6. In July 2020, the Chancellor announced £2 billion of support through the Green Homes Grant (GHG) to save households money; cut carbon; and create green jobs. The GHG will be comprised of up to £1.5 billion of support through energy efficiency vouchers and up to £500m of support allocated to English Local Authority (LA) delivery partners, through the LAD scheme.
7. The GHG LAD scheme sets out to improve low energy performance homes in England by installing Eligible Measures. An initial competition (Phase 1A) was launched in August 2020 with a delivery deadline of March 2021. A second round of the Local Authority competition (Phase 1B), commencing on 29 January 2021 will have a delivery deadline of 30 September 2021. A further £300m is planned to be allocated through Local Energy Hubs in 2020/21 for regional delivery commencing in 2021. This MOU is only applicable to Phase 1B.

OUTCOMES

8. The primary purpose of the LAD is to raise the energy efficiency rating of low income and low EPC rated households (those with E, F or G, although D is also in scope), this is expected to result in the following outcomes.
 - a. Tackle fuel poverty by increasing low-income household's energy efficiency rating while reducing their energy bills;
 - b. Deliver cost effective carbon savings to carbon budgets and progress towards the UK's target for net zero by 2050.
 - c. Support clean growth and ensure homes are thermally comfortable, efficient, and well-adapted to climate change.
 - d. Support economic resilience and a green recovery in response to the economic impacts of Covid-19, creating thousands of jobs; and
 - e. Use learnings from the delivery experience to inform the development and design of further energy efficiency and heat schemes.

THE GRANT

9. The Secretary of State grants the Authority capital funding of [INSERT AMOUNT] ("**the Grant**"). This funding is subject to the Authority meeting the commitments set out in their Proposal to procure the delivery of the Services (Appendix 4).
10. The Authority will as soon as possible provide the Secretary of State with the documentation and information listed in Appendix 1 to the extent it has not already been provided to the Secretary of State by the Authority.
11. Subject to receipt of the correctly completed documentation specified in Appendix 1 of this MOU, the Secretary of State shall intend to pay the Grant within 10 days of receipt of this documentation.
12. The Grant is made available for use during the Funding Period.
13. 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. .
14. The Authority shall ensure that any public communications it issues about the Proposal are not misleading as to the extent to which the Proposal is funded by the Secretary of State.

SCOPE OF ACTIVITY

15. The Authority will use the Grant in accordance with the provisions of this MOU to only incur Eligible Expenditure.
16. In delivering the Proposal set out at Appendix 4 Eligible Expenditure are payments properly incurred in relation to:
 - a. A recipient who is an '**Eligible Household**'; and
 - b. Installation of '**Eligible Measures**' which aims to improve homes towards EPC C and above; and
 - c. completed by an '**Eligible Contractor**'.
17. Funding to owner occupied Eligible Households should cover the full cost of upgrading a home and we do not expect the average cost of upgrades to exceed £10,000 per property. We expect landlords eligible for funding (private and social) would provide at least 33% contribution towards the cost of the upgrades and we do not expect the subsidy to exceed £5,000 on average per household.
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, professional fees, evaluation and marketing). The Authority will keep such costs incurred in delivering the Proposal below 15% of the total value of the capital funding part of the Grant provided by the Secretary of State. In all other cases capital funding must not be spent on revenue.
19. Without prejudice to any other provisions of this MOU, the Authority will not use the Grant for the following purposes:
 - a. For the provision of measures which are not Eligible Measures;
 - b. To fund the provision of any lending to third parties;
 - c. To replace funding for an existing project, including any staff costs for an existing project and any projects to deliver statutory obligations, although the Grant may be used to extend the geographical coverage, scope or scale of an existing project (and for additional staff costs attributable to the extension of the project);
 - d. Use for activities of a political or religious nature;
 - e. Use in respect of costs reimbursed or to be reimbursed by funding from public authorities or from the private sector;
 - f. Use in connection with the receipt of contributions in kind (a contribution in goods or services as opposed to money);

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

VALUE ADDED TAX

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

INTERACTION WITH OTHER FUNDING

- 21. Subject to paragraph 23 LAD funding constitutes a grant from public funds and under these circumstances LAD public grant funding must not be used to part fund measures with other Government schemes.
- 22. The Authority acknowledges that it must introduce controls to ensure households are not in receipt of funding from both LAD and GHG vouchers and will not allow the blending of funding with other government schemes (such as the Social Housing Decarbonisation Fund Demonstrator or ECO) on the same individual measure, with the exception of the Renewable Heat Incentive (RHI) as set out in paragraph 23.
- 23. LAD funding is a grant from a public source for the purposes of the RHI - so LAD funding would be deducted from RHI payments as per the RHI rules on grant funding. The Authority is aware that as LAD funding provides up to full grant funding, we do not expect that households will be supported under the RHI. In order to claim the RHI, households must have contributed towards the cost of their installation – so if they received a grant for 100% of the cost of the installation, they are not eligible. Where a household is making a contribution, for example a landlord, then a claim may be made for the RHI. It should be noted that the RHI and LAD have different eligibility criteria, so eligibility for LAD does not mean that the installation will automatically be eligible for the RHI. In so far as it is possible to do so in accordance with data protection legislation (including the Data Protection Act 2018), and all other law, the Authority will therefore need to ensure that where low carbon heating is installed data is collated and provided to BEIS so that Ofgem can be notified for the purposes of RHI administration.

24. LAD funding can however be blended with other third-party finance or Local Authority budgets to deliver additional support to communities.

25. Government intends to utilise data matching between schemes.

Subsidy Control

26. The Authority acknowledges that it will ensure that the Grant and use of it does not breach any applicable subsidy control regime.

27. To minimise the risk that a court of competent jurisdiction requires grant funding to be repaid, the Authority will:

- a. Comply with any applicable subsidy control regime in its use of the Grant and its delivery of the Proposal;
- b. Ensure that use of the Grant in connection with the Proposal complies with any applicable subsidy control regime; and
- c. 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

28. 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; and
- b. Unless the Secretary of State agrees otherwise in writing, pay the person from whom any goods, works or services are purchased within 30 days of receiving a valid invoice from that contractor.

COMMERCIAL USE OF THE GRANT

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

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

GRANT WITHDRAWAL AND REPAYMENT

30. In accordance with paragraphs 31 to 36, 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 34).

31. The Authority accepts that the Secretary of State may exercise the options referred to in paragraph 30 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
 - 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.
32. When exercising the options referred to in paragraph , 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.
33. 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.
34. Where the Secretary of State requests repayment, interest will be calculated from the date of the Grant payment, in accordance with:
 - a. the retail prices index over the relevant period (that index being taken as 0% for any period during which the index is negative); or
 - b. any other rate required by law in the circumstances, if it is higher.
35. Where the Authority does not make the relevant payment within the timeframe specified in paragraph 33, further interest on the outstanding sum (inclusive of interest already charged under paragraph 34 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).
36. Should the Secretary of State not exercise their options under paragraph 30 or delay in doing so, this shall not constitute a waiver of those options unless the Secretary of State confirms such a waiver in writing. Furthermore, any such written waiver shall not be taken as a precedent for any other, or subsequent, circumstances.

SUSPENSION

37. The Secretary of State may suspend payment of the Grant where:
 - a. One of the grounds in paragraph 31 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.
38. 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.
39. The Authority will inform the Secretary of State in writing if it has any concerns that any of the grounds in paragraph 31 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

40. 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 outcomes of the GHG LAD; and
 - b. If the Parties are unable to reach an agreement described in subparagraph (a), the Authority agrees to repay the unspent Grant within 30 days of the end of the Funding Period.

GOVERNANCE

41. 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 final working day of the month (the "Monthly Report"). The Monthly Report shall detail monthly progress, the top 5 risks and issues, and Key Performance Indicators (KPIs) performance of project(s) in relation to the targets stipulated in the Proposal.
42. The Authority will report to the Project Team on the performance of the project(s) set out in their Proposal, in line with the stated KPIs using the Monthly Report template set out in Appendix 7.
43. The Authority will include evidence of due diligence checks to demonstrate how it is managing the fraud risks as set out in paragraph 54a-d using the Monthly Report template set out in Appendix 7. For the avoidance of doubt the Authority shall inform the Project Team of any reports it has received relating to any suspected fraudulent activity relating to the delivery of Phase 1B and include a summary of investigative and/or corrective action.

44. The Project Team will determine if the management of fraud risks provide confidence of project delivery. 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.
45. Should the Project Team identify in the Monthly Report a significant variation in their performance against their targets stipulated in relation to the KPIs the Project Team, on behalf of the Secretary of State, may request a recovery plan, see Appendix 8, detailing the interventions required to recover the project(s).
46. 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.
47. Should the Authority (a) implement the interventions, and fail to see project(s) recovery, or (b) fail to implement the interventions, this will be escalated to the Programme Board.
48. As part of the monitoring and evaluation section of the guidance document, the Authority will be required to provide additional detailed information on a monthly basis. The additional data supports a detailed evaluation of the overall scheme, including the types of properties, households and measures delivered through the project. Further information is provided with the guidance document.

PERFORMANCE

49. The Authority will provide the following information to the Project Team in their Monthly Report submission in relation to the KPI targets stipulated in the Proposal, which are listed in the table below.

Key Performance Indicator	Breakdowns
Number of homes identified as eligible for installation of a measure	Homeowner vs private rental vs social rental
Number of homes receiving a measure	Starting EPC band
Number of measures installed	
Number of homes that improve to an EPC of C and above as a result of installed measures	Homeowner vs private rental vs social rental Starting EPC band
Average cost per home receiving an installation	Homeowner vs private rental vs social rental Type of measure Starting EPC band

Number of jobs supported	Total
	Of which apprenticeships
Energy, carbon and bills savings expected to be achieved as result of installed measures	Homeowner vs private rental vs social rental
	Type of measure
	Starting EPC band

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

Performance Levels	Percentile	Action Required
Green (On Target)	90%<100% of Target	No Action
Amber (Off Target)	70%<89% of Target	Identification of corrective action(s) to improve performance
Red (Significantly Off Target)	<69% of Target	Recovery Plan

MONITORING AND AUDIT

51. The Authority will support all activities in relation to monitoring and audit. The Authority will:
- a. Respond fully, truthfully and promptly to any enquiries the Secretary of State, or the Comptroller and Auditor General, or their representatives, may make about the Proposal or the use of the Grant and provide any information and evidence reasonably requested, including by providing a statement of usage of the Grant (at such times, and in such form, as they may reasonably specify);
 - b. Allow the Secretary of State, the Comptroller and Auditor General, and their representatives, access to all relevant documents and records, and reasonable access for inspecting any relevant site;
 - c. Where requested, ensure that any information or evidence provided to the Secretary of State, the Comptroller and Auditor General, or their representatives, is audited by an identified and independent reporting accountant or otherwise confirmed or verified by a person of such other relevant expertise as they may reasonably specify; and
 - d. Give reasonable assistance to the Secretary of State or the Secretary of State's contractors to carry out work in connection with the Grant

throughout delivery of the Proposal and up to two years after completion of the Proposal, for example as part of the Secretary of State's ongoing evaluation commitments.

RECORD KEEPING

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

RISK MANAGEMENT

53. The Authority agrees to provide assurance that risks in relation to the delivery of the Proposal have been identified and mitigated. The Authority will complete the Risk Register at Appendix 6 and return it to the Secretary of State as part of their MOU submission.
54. The Secretary of State has specified that all Authorities funded through the GHG LAD should provide assurance about the management of the following risks:
- a. Installations not meeting quality standards;
 - b. Claims made for installations that haven't happened, haven't been completed, or that took place prior to launch date of the scheme;
 - c. Identity theft or falsely claiming low-income status.
 - d. Installers overinflating costs;
 - e. Insufficient demand from potential recipients;
 - f. Insufficient capacity to match demand; and
 - g. Failure of systems and/or processes which have been included within the Risk Register.

55. The Authority will also include any other risks not included in paragraph 54 which it believes are relevant to the scheme.
56. 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.
57. As part of the Monthly Report, the Authority shall report the status of the top five risks and issues identified within the Risk Register and whether any new risks or issues have emerged. The report will also provide a statement as to whether risk management is effective and whether any remedial action is necessary.
58. As soon as it becomes apparent to the Authority that a risk on the Risk Register is scoring high or above in the Monthly Report, the Authority will inform the Project Team.

INFORMATION SHARING

59. The Secretary of State may share information relevant to the Grant and Proposal with the agents of the Secretary of State and other public authorities.

DATA PROTECTION

60. In so far as it is possible to do so in accordance with the Data Protection Act 2018, the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019/419 and the Market Research Society Code regarding the collection and use of personal data for research and statistical purposes and all other law, the Authority agrees to collect information for evaluation and reporting purposes (referred to below as “the Information”) in a way which:
 - a. Allows it to share the Information with BEIS;
 - b. Allows BEIS to share the Information with any of its research or evaluation partners; and
 - c. Allows BEIS to use the Information for research and statistical purposes (this does not include publishing the Information in a way that identifies individual households) provided always that BEIS complies with the provisions of the Data Protection Act 2018.

FREEDOM OF INFORMATION

61. The Parties may be obliged to disclose information relating to the GHG LAD, the Grant, and the Proposal under the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or under another requirement of law.

62. The Parties will assist and cooperate with each other as reasonably requested to facilitate compliance with those requirements.
63. In the event that the Secretary of State provides information in response to a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, the Secretary of State may make that response publicly available for the purposes of transparency.

INTELLECTUAL PROPERTY

64. In undertaking the Proposal, the Authority will not infringe the intellectual property rights of any third party.
65. 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.
66. 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

67. 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 state aid).
68. 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

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

RESPONSIBILITY FOR EMPLOYEES, CONTRACTORS, AGENTS AND PARTNERS

70. 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

71. The Authority warrants that:
 - a. It has full capacity and authority to deliver the Proposal and to enter into this MOU;

- b. It will obtain any consents necessary to undertake the Proposal;
- c. The information and evidence in its Proposal remains true, complete and accurate, and that its circumstances have not materially changed since submitting its proposal; and
- d. It does not know of the existence of any circumstances which might materially and adversely impact on its ability to undertake the Proposal or observe the provisions and principles of this MOU.

LIMITATION OF LIABILITY

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

VARIATION

73. No variation of this MOU will be effective unless it is agreed in writing and signed by both Parties. This does not prevent either Party making reasonable changes in relation to the administrative arrangements in the MOU (such as contact details) by notice in writing to the other Party, without such agreement in writing signed by both Parties.

ASSIGNMENT

74. 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

75. 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.
76. 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

77. 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

78. 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

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

Department for Business, Energy and Industrial Strategy 1 Victoria Street London SW1H 0ET
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80. The Authority's day to day contacts with the Department on any working day by telephone or email between 9am and 5pm are:

LAD.Project@beis.gov.uk

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

NAME	EMAIL	TELEPHONE

Signed for and on behalf of the Secretary of State

Signature

Name:

Position:

Date:

Signed for and on behalf of the Authority

Signature

Name

Position

Date

APPENDIX 1

Documentation to be provided by the Authority before the Grant will be released

What needs to be provided?	Appendix
Two signed copies of this MOU	
A signed copy of the Section 151 Officer declaration	Appendix 2
A signed copy of the Section 31 Grant Determination Notice	Appendix 3
A completed Proposal	Appendix 4
A completed Grant Claim Form including Bank Details.	Appendix 5
Completed Risk Register	Appendix 6

APPENDIX 2

Section 151 Officer Declaration

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

- a) [INSERT COUNCIL NAME] will accept the grant funding that has been offered through the Green Homes Grant Local Authority Delivery Phase 1B;
- b) The information and evidence pertaining to this grant claim is complete, true and accurate;
- c) [INSERT COUNCIL NAME] will ensure the delivery of the Services in accordance with the terms of the Proposal; and
- d) [INSERT COUNCIL NAME] will comply with the provisions of the Memorandum of Understanding dated ___/___/2021 in connection with its delivery of the Proposal

SIGNATURE

NAME

POSITION

DATE

APPENDIX 3

GREEN HOMES GRANT: LOCAL AUTHORITY DELIVERY GRANT DETERMINATION (2021): No xx/xxx

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 Green Homes Grant: Local Authority Delivery Determination (21) [No:xx/xxxx].

Purpose of the grant

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

Determination

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

Grant conditions

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

Treasury consent

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

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

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

ANNEX A

Authority to which grant is to be paid	Amount of grant to be paid
<Insert LA>	X

ANNEX B

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 and Signed Memorandum of Understanding, to be received no later than X, in the following terms:

“To the best of our knowledge and belief, and having carried out appropriate investigations and checks, in our opinion, in all significant respects, the conditions attached to GREEN HOMES GRANT: LOCAL AUTHORITY DELIVERY GRANT DETERMINATION (2021): No:xx/xxx have been complied with”.

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

reduce, suspend or withhold grant; or

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

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

Signed by Local Authority:

Date:

APPENDIX 4

The Completed Proposal

Please append your completed proposal to this MOU.

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APPENDIX 5
Grant Claim Form

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

SECTION 2 CLAIM DETAILS	
GHG LAD PHASE 1B GRANT TOTAL TO BE CLAIMED (as per table in MOU)	
DATE OF CLAIM	
<i>Claims may include VAT that the authority is not able to reclaim from HM Revenue & Customs or not likely to become able to claim</i>	

SECTION 6: SENIOR LOCAL AUTHORITY OFFICER'S DECLARATION
<p>I confirm that I have considered the Authority's proposal (copied as at Appendix 4 of the MOU) against which this Grant claim is made, as well as the principles set out in the Memorandum of Understanding, and that:</p> <ul style="list-style-type: none"> a) The information and evidence pertaining to this Grant claim is complete, true and accurate b) We will comply with the principles set out in the Memorandum of Understanding <p>Signed</p> <p>Printed name</p> <p>Position</p> <p>Date</p>

APPENDIX 6

Risk Register

RISK MANAGEMENT

This annex consists of

- A risk register to be completed by the Authority in relation to the specified risks and any other risks it believes are relevant to the scheme;
- A risk rating matrix to assist with scoring risks; and
- An explanation of the risk rating colours

RISK RATING MATRIX

	PROBABILITY				
	<5%	>5%,<20%	>20%,<50%	>50%,<80%	>80%
IMPACT LEVEL	1 - Very Unlikely: Highly improbable that it will occur during the lifetime of the project or activity	2 - Unlikely: Not probable that it will occur during lifetime of the project or activity	3 - Possible: Doubtful that it will occur during the lifetime of the project or activity	4 - Likely: Probable that it will occur during the lifetime of the project or activity	5 -Very Likely: High expectation that it will occur during the lifetime of the project or activity
5 - Crisis	MEDIUM	HIGH	HIGH	VERY HIGH	VERY HIGH

4 -Critical	MEDIUM	MEDIUM	HIGH	HIGH	VERY HIGH
3 - Significant	LOW	LOW	MEDIUM	HIGH	HIGH
2 - Marginal	VERY LOW	LOW	LOW	MEDIUM	MEDIUM
1 - Negligible	VERY LOW	VERY LOW	LOW	LOW	LOW

**EXPLANATION OF RISK
RATING COLOURS**

	Risk rating is very low with it being extremely unlikely that the risk will occur and minimal consequences for the scheme if it should. Controls in place to mitigate the risk as low as is reasonably practical.
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	Risk rating is low . There is either a strong probability of the risk occurring with minimal consequences for the scheme or a low probability of the risk occurring with significant consequences. Controls should be in place to mitigate the risk to this level but further action may be required should tolerance for the risk be lower.
	Risk rating is medium . There is either a very strong probability of the risk occurring with minimal consequences for the scheme, a moderate probability of the risk occurring with significant consequences or a low probability of the risk occurring with fundamental consequences. Controls should be in place to mitigate the risk to this level but further action may be required should tolerance for the risk be lower.
	Risk rating is high with either a very strong probability that the risk will occur with significant consequences for scheme or a low to moderate probability of the risk occurring with fundamental consequences. Controls should be in place but further action may be required, as a matter of urgency, to mitigate the risk to a more tolerable level. If the risk is outside control then a contingency plan should be in place or developed in case the risk materialises.
	Risk rating is very high with a very strong probability that the risk will occur with fundamental consequences for the scheme. There are strong concerns among management that they no longer have the capacity to manage the risk effectively and that is therefore very likely to materialise. The risk needs to be escalated to the next level as a matter of urgency to consider what further action should be taken.

RISK REGISTER

#	Title	RAG	Description	Cause	Effect	Action	Update

DRAFT

APPENDIX 7
Monthly Report

Status	R/A/G
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Local Authority INSERT FULL NAME	Grant Reference INSERT REFERENCE #	Local Authority Lead INSERT LEAD OFFICIAL	Report Date INSERT DATE
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Summary of Status	Progress Over Previous Month	Plan for Next Month

Top 5 Risks / Issues to Project Delivery				
#	Risk/Issue	Mitigating Actions	Status	Owner
1			R/A/G	
2			R/A/G	
3			R/A/G	
4			R/A/G	

5			R/A/G	
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Performance Levels								
#	Key Performance Indicator	Status	Cumulative Target	Cumulative Actual	Current Monthly Target	Current Monthly Actual	Current Monthly Difference	Subsequent Month Target
1	Number of homes identified as eligible for installation of a measure							
2	Number of homes receiving a measure							
3	Number of measures installed							
4	Number of homes that improve to a [minimum] EPC of C and above as a result of installed measures							
5	Average cost per home receiving a measure							
6	Number of jobs supported							
7	Energy, carbon and bills savings expected							

	to be achieved as result of installed measures							
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Fraud due diligence

#	Fraud risk	Risk rating (taken from risk register)	Due diligence actions completed	Evidence
1	Installations not meeting quality standards			
2	Claims made for installations that haven't happened, haven't been completed, took place prior to launch date of the scheme			
3	Identity theft or falsely claiming low-income status.			
4	Installers overinflating costs			
Fraud reports in period (if any)				
Investigation actions				
Mitigation actions				

APPENDIX 8
Recovery Plan

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

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