

**WARM HOMES: LOCAL GRANT (WH:LG) GRANT ALLOCATION**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE SECRETARY OF STATE FOR ENERGY SECURITY AND NET ZERO**

**And**

**<insert\_123\_Grant Recipient>**

**Project Reference:**

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## Definitions

In this Memorandum of Understanding (MoU) the following terms will have the following meanings:

**"Additional Capital"** are Capital costs that do not relate to a specific measure but do relate to the entire house to enable the retrofit which must be recorded in the appropriate section of the Batch form/system. Examples of what Spend could be recorded as additional Capital in the Batch form/system can be found in the WH:LG Mobilisation and Delivery Guidance document.

**"Administration & Ancillary" or "A&A"** means the use of the Grant to fund administrative costs and ancillary works to support delivery to eligible homes under WH:LG. Examples of what spend could be included as A&A can be found in the WH:LG Mobilisation and Delivery Guidance document.

**"The Authority"** means DESNZ and/or the DESNZ Delivery Partner, unless otherwise specified.

**"Batch"** means a group of 'ready to retrofit' homes. Before a Batch is submitted, all homes (and households) within the Batch must have been validated as eligible, assessed in line with the latest Publicly Available Specification standards (currently 2035:2023), with measures designed by a suitably qualified retrofit designer and fully costed, awaiting installation of measures.

**"Batch Submission"** means an application to the Authority for approval and release of funds to upgrade the homes included in a Batch.

**"Batch Payments"** means payments that are made in response to successful Batch Submissions. It does not include Upfront Payments.

**"Batch Process"** means the process of submitting a Batch, the checking of that application by the Authority, and the approval and release of funds by DESNZ.

**"Capital" or "Capital Funding" or "Capital Spend"** refers to that portion of monies, specifically provided under the terms of this MoU, which covers the costs of the installation of a measure (including labour and transportation), e.g., energy performance upgrades and low carbon heating.

**"Change Request"** means a request to amend material information submitted under this MoU or matters agreed under this MoU, subject to the process set out in **paragraphs 154-159**.

**"Confidential Information"** means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the date of this MoU, including but not limited to:

- (a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
  - i. the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and
  - ii. the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party;
- (b) any information developed by the Parties in the course of delivering the Funded Activities;

- (c) any personal data (within the meaning of the UK GDPR or the EU GDPR as the context requires) supplied for the purposes of, or in connection with, this MoU by the Authority to the Grant Recipient; and
- (d) any information derived from any of the above.

Confidential Information shall not include information which:

- (e) was public knowledge at the time of disclosure (otherwise than by breach of this MoU and/or associated undertakings);
- (f) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (g) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (h) is independently developed without access to the Confidential Information.

**“Consortium”** means a group of Local Authorities (or Net Zero Hubs) working together to deliver under the leadership of the Grant Recipient as one project.

**“Data Capture Portal”** refers to the Data Capture Portal(s) used by the Authority for Data Collection. This portal will capture monthly data submissions from the Grant Recipient (including Key Performance Indicators (KPIs), Property and Installed measures data for WH:LG).

**“DESNZ”** means the Department of Energy Security and Net Zero.

**“DESNZ Delivery Partner”** means an organisation the Authority may appoint to oversee the management and delivery of WH:LG projects. DESNZ may delegate powers to the DESNZ Delivery Partner to act in conjunction with or on behalf of DESNZ.

**“Delivery Assurance Check (DAC)”** will check adequate progress has been made against plans submitted in the Expression of Interest Stage. These checks will focus on how the project has been resourced, if contractors have been procured and are in place to deliver upgrades, and whether the required documentation meets the minimum criteria for the project to move into delivery. The Grant Recipient must pass this check to start the delivery of Batches and draw down funding to upgrade homes. These checks will be available after the MoU has been returned.

**“Delivery Assurance Check (DAC) Transfer”** is the process by which Grant Recipients can update and transfer their existing HUG2 contracts and/or relevant HUG2 required documents to count towards the WH:LG Delivery Assurance Check. Grant Recipients can choose to update and transfer any required documents on our transfer list from HUG2 to WH:LG, provided they are updated where necessary. Grant Recipients can also choose to transfer their HUG2 contracts to be used on WH:LG for a period of time whilst they undergo any new WH:LG procurement (where they can be extended in compliance with the 2015 Public Contract Regulations). When these HUG2 contracts expire or are replaced by a fresh procurement, Grant Recipients will need to have those new contracts checked and approved by the Authority before continuing with delivery. Grant Recipients will also need to ensure that transferred contracts and/or documents are fit for purpose against the new WH:LG policy and any lessons from the delivery of previous schemes are incorporated.

**“Delivery Confidence Assessment” or “DCA”** means an assessment of the Grant Recipient's performance, produced by the Authority, in accordance with **paragraph 192**.

**“Eligible Expenditure”** means payments by the Grant Recipient during the Funding Period for the purposes of delivering the Proposal which comply in all respects with the rules set out in **paragraphs 26 to 46** (Scope of Activity) of this MoU and the intended objectives (**paragraph 16**).

**“Eligible Household”** means a household which meets the low-income and property eligibility requirements and to which Eligible Measures may be delivered on behalf of the Grant Recipient. In summary, households receiving measures must have been verified as low income through one of the income eligibility pathways (Pathway 1: reside in an economically deprived area as defined by the Indices of Multiple Deprivation Income Deciles 1-2, Pathway 2: be in receipt of an eligible means tested benefit or meet the current ECO4 Flex route 2 criteria, or Pathway 3: have an household income no more than the eligible income threshold, or below the household income threshold according to the composition of adults and dependents residing at the property, set out in the After Housing Costs Equivalisation Tables). Households must also live in a domestic dwelling in England with an EPC Rating of D, E, F or G. Owner occupied and Private Rented Sector (PRS) properties are eligible tenures in WH:LG. Social housing is ineligible except for in-fill purposes only and capped at 10% of a project’s total homes delivered. Park homes will be eligible subject to meeting certain policy requirements. Further detail on the eligibility criteria is set out in the WH: LG Policy Guidance Document.

**“Eligible Installer”** means installers that are currently trading, hold appropriate certification for the measures to be installed, and are registered with TrustMark<sup>1</sup>.

Eligible Installers must follow the appropriate standards for the Eligible Measures that they are installing on behalf of the Grant Recipient. Eligible Measures installed under Warm Homes Local Grant must be compliant with the latest PAS 2035 documents (currently 2035:2023) to ensure installations are done to the highest quality and the risk of unintended consequences, such as condensation or damp, are minimised. PAS 2035:2023 requires that all energy performance measures must be installed by PAS 2030:2023 certified businesses, and low-carbon heating measures are installed by MCS certified installers.

**“Eligible Measures”** are any energy performance upgrades or low carbon heating measures compatible with the latest version of the Reduced data Standard Assessment Procedure (RdSAP) and covered under PAS 2035:2023 and installed by PAS 2030:2023 certified installers (for energy performance measures) or MCS or an alternative certification scheme (for low carbon heating measures) as approved by the Authority. Measures must help improve EPC band D, E, F or G rated homes. This is with the exception of installing or repairing heating systems fuelled by fossil fuels, or the replacement of a heating system with a fossil fuel-based heating system, which are not Eligible Measures.

Installation of a renewable or hybrid heating system to work alongside a fossil-fuel based system (i.e., hybrid heat pumps) will be permitted in gas grid properties (where mains gas is the primary heating source for the home) only. DESNZ may amend the definition of Eligible Measures by reasonable notice in writing, to take into account changes to RdSAP, for example to align with the latest energy modelling policy, or due to other justifications.

**“Exit Plan”** means the plan prepared and submitted by the Grant Recipient to the Authority to enable the accurate closure or transfer of the Funded Activities to the Authority or successor of the Grant Recipient.

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

**“Expression of Interest”** means an expression of interest made by a Grant Recipient which details their proposal at the expression of interest stage. Subject to the terms of this MoU, expressions of interest that meet the minimum criteria will be allocated in-principle funding and approved to receive an Upfront Payment. To draw down subsequent payments of the in-principle funding allocation, the Grant Recipient will need to be successful at Delivery Assurance Check. Once this has taken place, the Grant Recipient will be able to submit information on eligible homes that have been assessed and ready to undergo upgrades at the Batch Submission Stage.

**“Final Report”** refers to the last report submitted under WH:LG. It should consist of the project closure letter, signed declaration and final Monthly Report.

**“Funded Activities”** refers to any activity that is delivered via the Grant funding provided under WH:LG.

**“Funding Period”** is the period for which the Grant is allocated, which ends on **31 March 2028**, however the Scheme may be granted allowance for further funding years.

**“The Grant”** is the funding agreed, in principle, to be made available by DESNZ to the Grant Recipient under this MoU to deliver WH:LG as stated in **paragraphs 18 to 25**. The Grant comprises Upfront Payments that are agreed to be paid (subject to the terms of this MoU) and Batch Payments. This funding is inclusive of A&A.

**“The Grant Recipient”** means the Local Authority that signs this agreement. In the case of a Consortium or Net Zero Hub the Grant Recipient refers to the lead Local Authority that signs on behalf of the Consortium or Net Zero Hub.

**“Homes in Progress”** means the number of homes where onsite work has begun. A home is defined as being in progress when the first piece of physical work done onsite to install the first of the planned measures occurs, e.g., when the scaffolding goes up in order to install external wall insulation, or when a trench is first dug in order to install a ground source heat pump.

**“Measures Capital”** refers to the way Capital costs relating specifically to the installation of a measure (including labour and transportation), e.g., energy performance upgrades and low carbon heating, can be recorded in the appropriate section of the Batch form/system. Examples of what spend could be recorded as Measures Capital in the Batch form/system can be found in the WH:LG Mobilisation and Delivery Guidance Document.

**“Microgeneration Certification Scheme (MCS)”** is a scheme which certifies, quality assures and provides consumer protection for microgeneration installations and installers. These consist of small-scale renewable electricity technologies such as solar PV, biomass, wind, heat pumps and heat products.

**“Mid-Mobilisation Review”** means the assessment as to whether a Grant Recipient is sufficiently prepared to proceed to Delivery Assurance Check, in accordance with **paragraph 13**.

**“Monthly Report”** refers to reports which Grant Recipients must provide covering the period from the first to last day of the month, on or before the **10<sup>th</sup> working day** of the subsequent month (see “Governance” section, **paragraph 145**).



**“MoU Exit”** refers to expiry or termination of this MoU. For further information, please refer to the Termination and Scheme Exit section.

**“The Parties”** means DESNZ and the Grant Recipient together collectively.

**“Project Completion”** means that the allocation of funding agreed at Expression of Interest Stage (subject to amendment in accordance with the terms of this MoU) has been fully delivered within the time period specified, and that homes delivered meet the key requirements on quality set out in the ‘WH:LG Policy Guidance Document (this is that eligible homes must have been improved to at least EPC band C where possible within the energy performance and low carbon heat cost caps (see [WH:LG guidance](#), with a value for money and sound strategic approach to measures evidenced where this is not possible, including where a clean heat measure has limited the extent of the EPC improvement)).

**“Proposal”** means the information provided to the Authority as part of their Expression of Interest, as described in **paragraph 12**.

**“Recovery Plan”** means a plan which outlines the steps for return or recovery of funds either from a contractor or Consortium member to the Grant Recipient, or from the Grant Recipient to the Authority, agreed in accordance with **paragraph 149**. See also **paragraph 99**, “Grant Withdrawal and Repayment” and “Performance Management – Triggers and Escalations”.

**“Remediation Plan”** means a plan which outlines a fault or issue, and the actions proposed for agreement to remedy this, agreed in accordance with **paragraph 149**. The Authority may request specific items for the Grant Recipients to cover in the Remediation Plan, however as a minimum it should include: detail of the material fault, risk or issue, including cause; detail of steps or actions proposed for remedy; detail of steps or actions to prevent recurrence; timelines for action and resolution of proposal; intended outcome. For more information, see “Performance Management – Triggers and Escalations” section.

**“Retrofit Assessor”** is the individual who will be responsible to undertake a survey of the dwellings, incorporating Reduced data Standard Assessment Procedure (RdSAP) data collection, a detailed floor plan, condition survey and occupancy assessment. Such surveys need to be accurate to ensure retrofit activity is only undertaken on eligible properties and that appropriate installations are chosen for these properties.

**“Retrofit Co-ordinator”** is the individual qualified as a specialist retrofit project manager, taking overall responsibility for overseeing the assessment of dwellings, the identification, specification, inspection and evaluation of Energy Efficiency Measures (EEM) for installation at a given dwelling as a single project, and their subsequent monitoring and evaluation. Their job is to ensure compliance with the requirements set out in PAS 2035:2023, ensuring quality is maintained throughout the project.

**“Retrofit information, support & expertise (RISE)”** is the website ([RISE](#)) for the Technical Assistance Facility (TAF) through which the Grant Recipient can access support services, access one-to-many support, and register for events.

**“The Scheme”** means the Warm Homes: Local Grant, grant scheme established by the Authority.

**“Services”** are the services the Grant Recipient is expected to procure for delivery under the Scheme.

**“Spend”** means any Capital or Administration & Ancillary funding committed and accrued on Eligible Expenditure, as long as such activity is due for completion within the Funding Period. The Grant Recipient must also spend all Grant within the same financial year that it is transferred to their bank account from DESNZ and should not request more funding than can be reasonably spent within the same financial year that it is transferred.

**“Technical Assistance Facility”** (TAF) is a support service for Local Authorities. TAF aims to upskill Grant Recipients to express an interest for and develop their capability and capacity to successfully deliver Scheme funding and is available to all Grant Recipients. It provides support in a range of formats, including one-to-many, one-to-one and passive support depending on the needs of the Grant Recipients.

**“Trustmark”** is the Government Endorsed Quality Scheme that covers work a consumer chooses to have carried out in or around their home. See **paragraph 24** for Grant Recipient’s obligation and timelines around Trustmark.

**“Upfront Payment”** refers to a proportion of the Grant transferred to Grant Recipients at the start of a financial year. Upfront Payments can be used for Administration & Ancillary costs, Capital expenses that are necessary ahead of retrofitting homes with measures, as well as Capital expenses for approved Batches during the weeks whilst Batch Payments are transferred to the Grant Recipient’s bank account. This includes resourcing, procurement, specialist advice, searching for eligible homes, signing up households, validating homes, assessing homes, agreeing a measures package in line with required PAS standards and Capital expenditure to deliver upgrades. This should constitute all A&A expenses plus some Capital expenses required pre-delivery, such as PAS assessment costs and some Capital expenses required in delivery whilst Batch Payments are transferred to the Grant Recipient. Refer to the Grant Recipient Delivery Guidance for more information.

**“Warm Homes: Social Housing Fund” or “WH:SHF”** is a government-led scheme intended to improve the energy efficiency of England’s social housing stock; previously known as the Social Housing Decarbonisation Fund (SHDF). It provides grant funding towards energy performance upgrades and low carbon heating installations in English social housing below EPC C. WH:SHF is delivered in partnership with social housing landlords (predominantly local authorities and housing associations), who contribute at least 50% of co-funding to projects. Commencing in 2020, WH:SHF has been delivered across multiple “Waves”.

**“WH:LG”** means the Scheme.

**“WH:LG Allocation Guidance Document”** means the document published by DESNZ on Gov.uk relating to Allocation of Funds for the Warm Homes: Local Grant scheme, including any update to the document published by DESNZ from time to time.

**“WH:LG Mobilisation and Delivery Guidance Document”** means the document published by DESNZ on Gov.uk relating to Mobilisation and Delivery of the Warm Homes: Local Grant scheme,

including any update to the document published by DESNZ from time to time. In the absence of this document, specific questions can be addressed to TAF or DESNZ, as appropriate.

**“WH:LG Policy Guidance Document”** means the document published by DESNZ on Gov.uk entitled ‘Warm Homes: Local Grant, Policy Guidance for Local Authorities’, including any update to that document published by DESNZ from time to time. The WH:LG Policy Guidance document can be found here: <https://www.gov.uk/government/publications/warm-homes-local-grant>

## Purpose

1. To establish the way the Parties to this MoU will work together to deliver WH:LG in England.
2. To clarify the roles and responsibilities of the Parties to this MoU.
3. The Parties to this MoU are:
  - (1) The Secretary of State for Energy Security and Net Zero known as 'DESNZ'.
  - (2) <insert\_123\_Grant Recipient> known as "the Grant Recipient".
    - Where the Grant Recipient is a member of a Consortium, the Grant Recipient is also acting on behalf of the following Consortium members: [add list if applicable].
    - Where the Grant Recipient is signing on behalf of a Net Zero Hub, state the name of the Net Zero Hub here: <insert\_123\_NZ Hub>.
    - In either such circumstances neither the Consortium members nor the Net Zero Hub are "Parties".
  - (3) DESNZ and the Grant Recipient are known together collectively as "the Parties".
4. DESNZ has decided to allocate funding through WH:LG to the Grant Recipient. The Grant Recipient has committed to spend such funds to deliver Eligible Measures to Eligible Households, using Eligible Installers.
5. The Parties wish to record their understanding regarding the Grant funding which are detailed in this MoU.
6. Prospective Grant Recipients must sign this MoU, the Data Sharing Agreement (Annex 13), and the Non-Disclosure Agreement (Annex 12) in order to participate in WH:LG and access grant funding under WH:LG.

## Background

7. WH:LG is an opportunity for Local Authorities to deliver Grant funding to provide energy performance upgrades and low carbon heating to private, low-income households living in the worst performing homes in England.
8. WH:LG will provide funding for Eligible Measures (energy performance upgrades and low carbon heating) to be installed to improve the energy performance of Eligible Households in England.
9. WH:LG will allocate funding to Grant Recipients via an Expression of Interest Model. Grant Recipients that are not a Net Zero Hub can **only participate in the Scheme once**; either via standalone expression of interest, or as part of a Consortium expression of interest.
10. A degree of funding will be allocated as an Upfront Payment at the start of each financial year, consisting of A&A and an initial Capital allocation, see "Payment Model" section. To draw down further Capital funding, Grant Recipients will need to pass the Delivery Assurance Check and submit Batches of homes that are ready to retrofit. This is intended to ensure that Grant Recipients receive funding when it is needed.
11. The Expression of Interest Model is comprised of three distinct stages:



See [Warm Homes: Local Grant - Policy Guidance](#) for further detail.

12. Expressions of Interest and funding allocations: In October 2024, projects were invited to express an interest in WH:LG funding. As part of this, projects were asked to complete a form to outline their project, including any Consortia members, high-level procurement plans, resourcing, mobilisation plans, and past performance on previous schemes. Following the submission and validation of Expressions of Interest, projects were allocated funding in principle for their Proposal, including an Upfront Payment for every financial year of the Funding Period.
13. Mid-Mobilisation Review and Delivery Assurance Check: Subject to satisfactory completion of the Expression of Interest stage, and signature of this MoU and other required documents, Grant Recipients will mobilise (prepare for the lifecycle of the Scheme), where they will need to complete a Mid-Mobilisation Review and a Delivery Assurance Check. These stages will ensure that projects are ready for delivery before drawing down further funding via the Batch system. At Mid-Mobilisation Review, Grant Recipients will be assessed for their mobilisation readiness to reach the Delivery Assurance Check. The Grant Recipient will be required to update on their procurement progress (process and milestones) during their Mid-Mobilisation Review to show whether they are on track to procure on time and submit drafts of their required document in order to receive helpful feedback. A Delivery Assurance Check will then confirm that Grant Recipients have procured sufficiently, are resourced sufficiently, and that their documents meet the minimum criteria for successful delivery.
14. Batch delivery: Following completion of the above, Grant Recipients will be able to have Batch Submissions of validated, signed up, assessed and costed homes approved, which will enable them to draw down further funding from the in-principal Grant to deliver upgrades. Upgrades delivered through WH:LG must be completed by the end of the Funding Period.
15. The Technical Assistance Facility (TAF) will be available with active support for prospective projects and Grant Recipients up to their full Delivery Assurance Check (details on requirements for engaging with the TAF can be found in **paragraph 65**).

## Objectives and Outcomes

16. WH:LG has a primary and secondary objective. The primary objective of WH:LG is to progress the government's statutory fuel poverty target to improve as many fuel poor homes as reasonably practical to EPC band C by 2030. The secondary objective of WH:LG is to progress the government's statutory net zero 2050 target by installing energy performance upgrades and low carbon heating measures in homes that drive carbon abatement and contribute savings to Carbon Budgets 5 and 6.
17. WH:LG is expected to result in the following outcomes:

- (1) Maximise household bill savings and increase home energy performance to support our primary objective of tackling fuel poverty.
- (2) Deliver cost effective carbon savings where possible, driving progress towards meeting the UK's 2050 net zero targets.
- (3) Deploy low carbon heating where appropriate (with consideration of any impact on energy bills).
- (4) Help ensure homes are well adapted to climate change and thermally comfortable.
- (5) Supporting the creation of green jobs and a green industrial revolution.

## The Grant

18. The Authority agrees in principle to allocate to the Grant Recipient, Grant funding up to the value of **<insert 123 Grant Amount>** to deliver the outcomes in line with their Proposal.
19. On the condition that the Authority provides explicit written permission, the Grant Recipient can exceed the originally agreed Grant Spend by up to 50% under the provisions of this MOU, if delivery performance is in line with or exceeding delivery forecasts and there is funding available.
20. The first Upfront Payment is subject to the receipt of the signed documentation and information listed in Table 9 from the Grant Recipient. The Grant includes further Upfront Payments allocated for subsequent financial years of delivery over the Funding Period, subject to continued compliance with this MoU and amount which may be determined based on assessment of delivery so far and any balance retained by Grant Recipients from previous financial years, as set out in **paragraph 120**. Subsequent Batch Payments which draw down on the Grant are dependent upon the successful passing of Delivery Assurance Checks and the submission of successful Batches. DESNZ shall provide services to the Grant Recipient as a benefit in-kind to support scheme delivery. This benefit in kind is in addition to the allocation outlined in **paragraph 18** and to the Grant Determination. It will be allocated across the Funding Period to cover the costs of Third-Party Delivery Partners (Authority) and the costs of certain digital tools which facilitate scheme delivery. The specific cost of this benefit in kind (which will be covered directly by DESNZ) will be communicated to the Grant Recipients prior to Financial Year end for their records.
21. DESNZ will issue this MoU for signing and the Grant Recipient is to provide the Authority with the documentation and information listed in Table 9 (under Documents to be provided). The Grant Recipient will be given **20 working days** from the date of issue to have the MoU signed and sent back to DESNZ.
22. DESNZ intends to pay the first Upfront Payment (financial year 2025/26) within **40 calendar days** following the start of the financial year. If receipt of the fully completed MoU is delayed, this will delay payment. Further details on the payment schedule can be found in the Payment Model section. Payments will be suspended or withheld if the Authority considers the payment will not be used in the financial year for which the payment was allocated.
23. The Grant is available for use only during the Funding Period, and all work must be completed within this time. Installers must be TrustMark registered. Installations must be done in accordance to PAS 2035:2023 requirements, which requires installers to be PAS 2030 certified for energy efficiency measures and MCS certified for low carbon heating measures. All

installations must meet Trustmark requirements and be registered with Trustmark. Trustmark lodgements must be made throughout the delivery period and will be reviewed during monthly engagement meetings. These lodgements may also be included in KPI reporting.

24. Grant Recipients must create a Trustmark PAS 2035 Project in the Trustmark Data Warehouse for all homes accepted as part of each Batch, within 4 weeks of the Batch approval date, see section 7.1, *Measure Type* in the [“Warm Homes: Local Grant Policy Guidance for Local Authorities”](#). All houses submitted as part of each Batch will have received retrofit assessments and a medium-term improvement plan from a retrofit coordinator within the Grant Recipients delivery model. The final lodgements will be completed in the Trustmark Data Warehouse and each Trustmark PAS 2035 Project created as part of each Batch must be closed within 6 weeks of the work being completed for the household. Any variation from this will be deemed unacceptable; where works have been completed and Trustmark lodgements haven't been made within 6 weeks, the Authority may look to claw-back any funding for those homes. Failure to comply could impact insurance back guarantees and the Grant Recipient will be obligated to rectify any future remediation work as a result. The Authority may alter the duration of the Funding Period by reasonable notice in writing.
25. The Grant Recipient will ensure that any public communications it issues about WH:LG or the Proposal clearly state that the funding is provided by DESNZ and align with any guidelines provided by DESNZ on public communications. If requested, the Authority has the right to review Grant Recipient's communications relating to the WH:LG or the Proposal prior to publication to ensure alignment with DESNZ communications guidelines.

## Scope of activity

26. The Grant Recipient will use the Grant in accordance with the provisions of this MoU to only incur Eligible Expenditure. The Grant Recipient is responsible for ensuring the Proposal meets the criteria as stated and is responsible for ensuring that the criteria for Eligible Measures, Households and Installers are met.
27. In delivering the Proposal and approved Batches, Eligible Expenditure are payments properly incurred in relation to:
  - (1) A recipient who is an 'Eligible Household'; and
  - (2) Installation of 'Eligible Measures'; and
  - (3) Completed by an 'Eligible Installer'; and
  - (4) Installation is completed during the 'Funding Period'.
28. Further details on eligibility are set out in the WH:LG Policy Guidance Document. Please note that this policy guidance may be updated with reasonable notice.

## Cost of upgrades for eligible homes:

29. There is a dual cost cap system for WH:LG. One cap is for energy performance upgrades and one cap is for low carbon heating measures. These cost caps represent how much can be spent on each measure type per home, on average, across a project. Details on how these

interact with specific tenures are set out below - full details on cost caps can be found in the WH:LG Policy Guidance Document:

- Where property is owner occupied (private homeowners), no household contribution towards the costs of upgrades will be required.
- Where a property is rented to tenant(s) by a private landlord, the first property treated under the WH: LG scheme as a whole (i.e., not per Local Authority project), owned by that landlord, may be fully grant funded, and for each property beyond the first one, a minimum contribution of half of the cost of upgrades will be required to be paid by the landlord, up to the limit of the WH:LG cost caps (i.e., to match the amount of subsidy). Please note there is no maximum cap on the amount landlords can contribute beyond the cost caps.
- In the event that application of this principle becomes complex because property ownership is split between multiple owners, the Grant Recipient undertakes to seek advice from the Authority on the extent to which the Grant can be used to fund upgrades.
- Where a property is rented to tenant(s) by a social landlord, the landlord will be required to fund at least half of the cost of the upgrades, up to the limit of the cost caps. Please note social housing is ineligible apart from for infill purposes and is capped at 10% of a project's total homes treated.

30. The Grant Recipient is able to average the cost caps (which limit how much can be spent per home on average and can cover more than one measure) across the total number of homes treated by their project. This means that when a cost cap is not fully utilised on a cheaper to upgrade home, that a Grant Recipient can use that unspent funding on a more expensive upgrade in a different property, providing the cost caps are met across the project at Project Completion. This allows for maximising the number of treatable homes and streamlining delivery. Grant Recipients can exceed cost caps when submitting Batches, provided they meet cost caps on average by Project Completion. Please note that if an upgraded home receives a £0 Spend for a given cost cap – i.e., no measures are installed under either the energy performance cap or the low carbon heating cap – the £0 for the cost cap not utilised will not count towards the average Spend for that cost cap across the project. It is the Grant Recipient's responsibility to be within cost caps on average by Project Completion, and the Grant Recipient will be required to repay DESNZ the difference in costs should they be in breach of the cost caps by Project Completion.
31. Please note DESNZ reserves the right to make in flight adjustments to the WH:LG cost caps (both up and down) in response to market or other reasonable conditions during the lifetime of the Scheme. Reasonable notice will be provided to Grant Recipients ahead of any changes.
32. The value for money of certain measure types is particularly sensitive to the price of installation. The Authority will be supplying price limits for these measures. Grant Recipients should note that measure price limits are in addition to cost caps (which represent how much can be spent per home on average and can cover more than one measure). The measure price limits represent a limit on the costs of specific measures only. Where supplied, the Authority requires the Grant Recipient to meet the price limits on average at project level, by Project Completion. This means that the Grant Recipient can install measures which are more expensive than the specified price limits in individual properties and Batches, provided they fall within these limits, on average by Project Completion. The Grant Recipient shall be fully liable to repay DESNZ



the difference in costs should they be in breach of the measure price limits at Project Completion.

33. Where supplied for a given measure, price limits are to be treated as commercially sensitive both internally and externally on a 'need to know' basis and will only be provided to Grant Recipients when the MoU and NDA, Annex 12, have been signed. Grant Recipients that are Consortium leads are required to ensure that they have in place with each of their Consortium members, legally binding NDA arrangements of materially the same nature as those they have in place with DESNZ, before any Confidential Information is shared. DESNZ reserves the right to introduce additional price limits, and/or to amend the measure price limits during the lifetime of the Scheme with reasonable notice should any negative trends related to installation costs emerge. The Authority may implement any necessary monitoring and project control requirements to support Grant Recipients in meeting the measure price limits by Scheme end.
34. The Grant Recipient will keep Administration and Ancillary costs at, or below, 15% of total project Spend by the Grant Recipient by the end of the Scheme.
35. Grant Recipients are required to comply with appropriate accounting standards and managing public money principles and guidance, including when reporting project Spend. Grant Recipients should consider which costs will be required to ensure that all non-Capital costs, including those incurred due to the more robust requirements of the PAS 2035:2023 standard are accounted for to enable upgrades. Grant Recipients should consider these costs when determining the way in which they classify their Administration & Ancillary and Capital Spend. A non-exhaustive list of what Spend would be considered Administration and Ancillary costs and what would be considered Capital costs (both measure and Additional Capital) are provided in the WH:LG Mobilisation and Delivery Guidance document.
36. In delivering the Proposal, the Grant Recipient will use the Grant in accordance with the provisions of this MoU and abide by the following expectations:
  - 36.1. The Grant Recipient will aspire to raise each property's EPC to band C where possible within the cost caps and measure price limits. This is a non-binding aspiration unless the property has been previously treated under the Home Upgrade Grant (HUG) or Local Authority Delivery (LAD) schemes, where the property must reach EPC C or receive low carbon heating as a result of receiving WH:LG funding. In all other cases where this is not possible within the cost caps and measure price limits, Grant Recipients should evidence a value for money and strong strategic approach to measures, for example where a clean heat measure has limited the extent of the EPC improvement.
  - 36.2. The Grant Recipient must be satisfied that each household is in genuine need and is likely to be in, or at risk of, fuel poverty.
  - 36.3. The Grant Recipient is required to lodge EPCs in the Trustmark data warehouse for each upgraded property rather than undertake post retrofit Energy Performance Reports (EPRs). Grant Recipients will ensure that households are aware that low carbon heat is available to all technically suitable properties, and that clear and accurate advice is given on bill impacts of the intervention package. The Grant Recipient is responsible for ensuring the Retrofit Coordinator confirms they have discussed full implications on current and future household bills with the household, with a copy of bill impacts to be sent back to Grant Recipient for record keeping.

- 36.4. DESNZ mandates that the final decision to install low carbon heat rests solely with the household.

### Private Rented Sector, Social Landlords, and Park Homes

37. The Grant Recipient will only consider private rented sector landlords eligible for fully funded upgrades up to a limit of one rental property per landlord across the entire WH:LG scheme (i.e., not per Local Authority project). Landlords who wish to receive upgrades for two or more rental properties will be required to make a minimum contribution of half of the cost of upgrades, up to the limit of the WH:LG cost caps (i.e., to match the amount of subsidy). Please note there is no maximum cap on the amount landlords can contribute beyond the cost caps. DESNZ reserves the right to amend this policy in flight to ensure it remains appropriate, for example to adapt to any changes in the wider policy environment.
38. Landlords will be eligible to benefit from funding if their properties are currently rated band D or E and meet the remaining requirements for Eligible Households (as specified in the WH:LG Policy Guidance Document). For properties currently rated EPC F and G - the landlord must provide evidence of a registered exemption under the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 (and the property must meet all remaining requirements for Eligible Households) to be eligible for WH:LG, otherwise they will be ineligible for support.
39. When upgrading a privately rented property, Grant Recipients must provide information about the landlord to the Authority (with all data permissions given) in order to track the number of rental properties upgraded per individual landlord. This will be gathered into a central database maintained by the Authority and will be used to track landlords who have participated in the Scheme, in order to monitor the number of fully funded upgrades a landlord has received. This will allow the Authority to prevent landlords receiving funding for more than one fully funded property.
40. Should landlords be eligible for WH:LG funding, there is an expectation that energy performance upgrades and/or low carbon heating improvements will not result in an increase to rental prices paid by tenants. The Authority will carry out monitoring of this and reserves the right to amend policy to adjust or remove support to landlords/the PRS should evidence of rent increases be detected. The Authority also reserves the right to make policy changes to PRS support, should there be any changes in the wider policy landscape.
41. Grant Recipients are required to ensure that Landlords complete a landlord declaration prior to receiving upgrades, which states that they will remain within the Minimal Financial Assistance limits set out in the Subsidy Control Act 2022 if their rental property is retrofitted under WH:LG. This must include a declaration that they have not received support of above £315k over the current and previous three financial years.
42. The Grant Recipient will limit the proportion of social housing homes treated to a maximum of 10% of a project's total homes upgraded and will treat them **solely for in-fill purposes**.
43. The Grant Recipient will ensure that landlords within the Social Rented Sector will contribute at least 50% (half) towards the cost of upgrading homes.

44. The Grant Recipient will ensure that any park homes treated are the permanent residence of the household and are expected to still exist i.e., not be demolished for the whole duration of the measure guarantee period, or longest measure guarantee period if multiple measures are installed. The Grant Recipient is not required to provide evidence proactively as part of the Batch Submission, but should be prepared to show evidence that reasonable efforts were made to verify that the park home is not expected to be demolished for the duration of the measure guarantee period.

#### Policy Changes and Unacceptable Uses

45. The Grant Recipient acknowledges that DESNZ reserves the right to introduce policy amendments or further controls to policy covered in the WH:LG Policy Guidance Document including in the event that the Authority observes serious negative trends away from achieving the Scheme objectives (see above) or wishes to adapt to the changes in the wider policy environment. For example, where negative trends are observed, the Authority reserves the right to introduce tighter controls to Batch Submissions to support Grant recipients in meeting Scheme rules by Project Completion. The Grant Recipient must abide by any policy changes set out by the Authority during the lifespan of the Scheme, notification of which will be provided by the Authority.
46. Without prejudice to any other provisions of this MoU, the Grant Recipient will not use the Grant for the following purposes:
- (1) For the provision of measures which are not Eligible Measures.
  - (2) For the funding of measures which are not installed by Eligible Installers.
  - (3) For the funding of measures which do not comply with WH:LG rules on re-treatment, including funding of the same measures which have been previously funded by another DESNZ energy efficiency scheme (see **paragraph 54**).
  - (4) To fund the provision of any lending to third parties.
  - (5) Paid for lobbying, which means using the grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action.
  - (6) using the grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the grant.
  - (7) 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).
  - (8) Use for activities of a political or religious nature.
  - (9) Use in respect of costs reimbursed or to be reimbursed by funding from public authorities or from the private sector.
  - (10) Use in connection with the receipt of contributions in kind (a contribution in goods or services as opposed to money).
  - (11) Use to cover interest payments (including service charge payments for finance leases).
  - (12) 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).
  - (13) Gifts or liabilities incurred prior to the start of the grant funding period.
  - (14) Payments for unfair dismissal or other compensation.

- (15) Bad debts to related parties.
- (16) Payments for works or activities which the Grant Recipient, or any member of their Consortium:
  - i. has a statutory duty to undertake, or
  - ii. could have secured from other, fully funded, sources e.g. TAF.
- (17) Use to pay statutory fines, criminal fines or penalties.
- (18) Use to pay for eligible costs incurred before the date of signature of this MoU by the parties.  
Or
- (19) Use in respect of Value Added Tax (VAT) that the Grant Recipient is able to reclaim from HM Revenue and Customs.

## Interaction with other Funding

### Blending with other schemes

- 47. Subject to the paragraphs below, blending of funds from other net zero schemes that are concurrently running is permissible and gives households the flexibility to access different sources of funding. However, different schemes have different rules, and Grant Recipients will need to ensure any blending of funds with different schemes has been done in accordance with other scheme rules and as set out in the WH:LG Policy Guidance Document. When in doubt please consult with DESNZ for confirmation.
- 48. Funding from WH:LG cannot be blended with other government schemes for the same individual measure, although it is possible for installations to be undertaken at the same property where the installation measures are not the same.
- 49. During the delivery of WH:LG, two Warm Homes & Public Sector Decarbonisation pilots will be running under the Integrated Settlements for Greater Manchester and West Midlands Combined Authorities. These pilots will provide a single, flexible funding pot with a unified outcomes framework, designed to support MCAs in achieving targeted growth. Funding will be directly allocated to Greater Manchester and West Midlands to test this alternative delivery model, rather than following the traditional Expression of Interest model. Consequently, Greater Manchester and West Midlands Combined Authorities, along with their constituent Local Authorities and associated stakeholders, will be ineligible to express interest in WH:LG main scheme funding. Additionally, funding allocated through these Trailblazer Devolution Deals cannot be combined with WH:LG main scheme funding for treating individual properties.
- 50. WH:LG is Grant funding from public funds, therefore, for the purposes of the Renewable Heat Incentive (RHI) any WH:LG grant funding for low carbon heating would be deducted from RHI payments as per the RHI rules on grant funding. As the Domestic RHI closed to new applications in March 2022 this will only be relevant when a Grant Recipient proposed to connect a property to an existing RHI installation such as an accredited district heating network. Grant Recipients should be aware of RHI rules, including that to be eligible for RHI the household must have made some financial contribution toward the cost of purchasing or installing their heating system. For details, please refer to: <https://www.gov.uk/domestic-renewable-heat-incentive>.
- 51. The Grant Recipient will introduce controls to ensure households are not in receipt of WH:LG funding and other government schemes, apart from the RHI, on the same measure and must

be able to distinguish the benefits accrued from the WH:LG funded measures from measures funded from other government schemes. The Authority may request details of these controls. The Grant Recipient should make the necessary information on introduced controls available.

52. The Grant Recipient can, however, blend funding they receive from WH:LG with third party finance or Local Authority budgets to deliver additional support to communities.
53. The Grant Recipient shall ensure that the same measure installed in the same property is not claimed for under different schemes. Further information on the Grant Recipient's expected controls relating to blending can be found in the supporting WH:LG Policy Guidance Document.

## Retreatment

54. Homes which meet the criteria to be Eligible Households, but have previously received upgrades from Local Authority Delivery schemes or Home Upgrade Grant schemes will only be eligible to receive WH:LG funding on the condition that as a result of the retreatment, the property reaches EPC C or receives low carbon heating as part of the package of measures installed.
55. Properties which meet the criteria to be Eligible Households, which have previously received funding under any other DESNZ energy efficiency schemes (e.g., Energy Company Obligation (ECO)) will be eligible for WH:LG funding, with no requirement to reach EPC C or receive low carbon heating, providing all other criteria to be Eligible Households are met. The Authority will monitor this approach throughout delivery to ensure value for money is maintained and retains the right to make adjustments should this be deemed necessary.

## Value Added Tax

56. Eligible Expenditure consists of payments by the Grant Recipient during the Funding Period for the sole purposes of the Project. 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. For clarity, this means that DESNZ and Grant Recipients will not pay VAT upon the transfer of grant funds, however VAT is applicable on goods purchased with grant funding.
57. As Grant Recipients are able to recover VAT from HMRC, DESNZ does not expect VAT to be included in their proposals as to avoid grant payments being used for VAT, which is later recovered by the Grant Recipient. VAT costs will not be included in the grant allocation, unless specified by the Grant Recipient in their application.
58. In some instances, VAT costs will be incurred by a third-party, where materials, goods or services are purchased on behalf of the Grant Recipient where the nature of these contracts mean that the Grant Recipient is unable to recover VAT.

## Use of Third-Party Delivery Partners (Grant Recipient)

59. Where the Grant Recipient is not directly responsible for delivery and instead chooses to provide funding to a third-party delivery partner (e.g., other Local Authorities or suppliers), the Grant Recipient will ensure that funding provided:
- (1) Addresses the primary objective of WH:LG targeted at eligible households in England and is only provided where the Grant Recipient has (subject to paragraph 62) legally enforceable arrangements in place which ensure that the third-party delivery partner delivers the matters set out in this MoU (including being subject to all of the obligations set out herein).
  - (2) Is deliverable within the timescales set out for the Funding Period.
  - (3) Addresses value for money regarding the total number of homes upgraded by measures and the total Administration and Ancillary costs which will be borne by the third-party delivery partner.
  - (4) Identifies and implements any additional value-adding elements which are aligned to the overall objectives of WH:LG.
  - (5) Is reported in line with the KPIs and reporting arrangements as set out in this MoU.
  - (6) (In the case of Consortia or Net Zero Hubs) is distributed with appropriate consideration for the spread of delivery across all areas within its consortium, while considering opportunities for the participation of all the LAs (including those who may be less experienced and or/capable).
  - (7) Includes adequate provision for the return of funding under the circumstances set out in this MoU.
60. Where the Grant Recipient 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.
61. The Grant Recipient is expected to work with these third parties to ensure that key risks are identified and managed in line with the processes outlined in **paragraphs 164 to 168**.
62. In the event of use of Consortia, the Authority acknowledges that it may not be appropriate to implement commercial contractual arrangements between the Grant Recipient and other public bodies. However, the Grant Recipient will implement ways in which other public bodies' performance during the Funding Period can be appropriately managed such that the Grant will be redistributed from consortia members who are poorly performing or slow to deliver, to those which are meeting their performance and delivery targets.
63. The Grant Recipient acknowledges that it is responsible for the performance, quality of output/deliverables, liabilities and relationship management of any of its contractors or its other third parties (including any consortium members or Net Zero Hub members where applicable). The Authority may request attendance of such a third party at the monthly (or otherwise arranged) meeting in the case of poor performance or noted risk, including risk of fraud.

## Use of Third-Party Delivery Partners (The Authority)

64. DESNZ may appoint third-party organisations, including a DESNZ Delivery Partner, to act in conjunction with, or on its behalf, in the management of the Scheme. Grant Recipients will be

required to work collaboratively with all organisations working on DESNZ's behalf. Within the application guidance, FAQs and document definitions, references to 'the Authority' refer not just to DESNZ, but also to any third-party organisations that act on DESNZ's behalf and are appointed by DESNZ in connection with WH:LG. DESNZ will notify the Grant Recipient in writing to reflect any redistribution of functions following any such appointment of any third-party organisations. Roles and responsibilities of the deliver partner can be found in the latest version of the WH:LG Delivery Guidance.

## Retrofit Information, Support and Expertise (RISE) support

65. The Department has established a Technical Assistance Facility to provide technical support for all prospective projects interested in accessing funding under WH:LG. This support will be available at no cost to all Local Authorities across England who intend to express an interest in funding.
66. Technical assistance for WH:LG will be delivered under the name of 'RISE' - Retrofit Information, Support and Expertise – through the commercial technical support partner. Technical support from RISE will be available to prospective projects through group and bespoke one to one learning and development content and technical support.
67. The Grant Recipient will be required to access RISE support as a condition of funding and agrees to do so by submitting a Self-Assessment Form (Annex 14) and conducting a Diagnostic Call. The Self-Assessment Form has been available since the announcement of the Scheme and is the first stage of engagement, the Technical Assistance Facility 2 Supplier will then contact the Grant Recipients to arrange the Diagnostic Call. Both the Self-Assessment Form and the Diagnostic Call must be completed for the Grant Recipient to receive WH:LG funding and must be completed ahead of the Mid-Mobilisation Review.
68. If the projects are part of a Consortium, then the Department is only mandating that the Consortium lead must undertake the Self-Assessment Form and Diagnostic Call. It is expected that the Consortia leads will be the main recipient of bespoke support, however, we would encourage all Consortia leads to inform their Consortia members of the one-to-many support available via the Technical Assistance Facility 2, which includes masterclasses, podcasts, guides etc. and that grant funding is not available to replace this source of support.

## CAI Digital Eligibility Checker

69. The Grant Recipient will be required to utilise the DESNZ CAI (Consumer Advice & Information) Eligibility Checker and Referral Portal (and future systems) and include it in their marketing, see "Marketing" section. The Grant Recipient will be onboarded onto CAI from once this MoU is signed and returned. The service will allow residents to input information about themselves and their property to check whether they are eligible for the Scheme through a set of questions about their property, income and how they heat their homes. The purpose of this service is to help provide a clearer route for residents to check their eligibility for the Scheme and provide clarification of where they can access the government funded scheme. Grant Recipients will have the benefit of accessing resident data that meet the WH:LG criteria, to help streamline the process for finding eligible households. The Department will issue a Data Sharing Agreement (**Annex 13**) to be agreed and signed by the Grant Recipient.

70. The Department will share data items with the Grant Recipient's nominated representatives using a Secure Portal approved by DESNZ's Departmental Security Officer as suitable for the transfer of personal and commercially sensitive data. Data will be shared in a CSV format to enable the Grant Recipient to process it, and data will only be shared with representatives of the Grant Recipient who have access to the referral portal. Reminders will be sent to the Grant Recipient's nominated representative informing them of any un-downloaded resident data.
71. The Grant Recipient acknowledges that through the utilisation of the CAI Eligibility Checker, they will contact eligible households by email or phone **within 10 working days of receiving the referral** and will keep records of households who successfully receive measures through this process. The Grant Recipient also agrees to actively promote and raise awareness of the eligibility checker service managed by the Department, ensuring that relevant information is disseminated to residents through appropriate communication channels.

## Consortia

72. Eligible projects under the Scheme are limited to those carried out by bodies in England that are local authorities or functional bodies, as defined in Section 33 of the Local Government Act 2003, including net zero hubs. These entities may access the Scheme either through a direct grant or as part of a Consortia grant funding allocation. No other body is eligible to receive funding. Eligible projects exclude the Devolved Administrations which are funded for energy efficiency via their own mechanisms. Please note, Local Authorities within the West Midlands Combined Authority (WMCA) and Greater Manchester Combined Authority (GMCA) will be receiving an allocation of funding as part of our commitment to the pilots announced in the trailblazer devolution deals, and as a result will not be permitted to express an interest in WH:LG funding as per **paragraph 49**.
73. The Grant Recipient acknowledges that it is responsible for the performance and management of any Consortia members that it signs this agreement on behalf of and will, in particular, share any price limits with all Consortia members involved in Batches or delivery (see **paragraph 32**).
74. The Grant Recipient acknowledges that it is responsible for the disbursement of funds between the Consortia members that it signs this agreement on behalf of per an agreement held between the members. This includes recovering disbursed funds if instructed by the Authority, see "Grant withdrawal and repayment" section.
75. The Grant Recipient will ensure that all Consortia members use the funding in a manner that complies with the requirements of this MoU. Furthermore, the Grant Recipient is required to carry out such actions in connection with this MoU as are necessary in order to enable compliance with this MoU.
76. The Grant Recipient agrees to ensure that all contact information held by the Authority for the lead point of contact of each Consortium member is kept up to date. Should this change, the Grant Recipient is responsible for providing up to date information to the Authority as soon as reasonably practical.



77. The Grant Recipient is responsible for managing disputes within the Consortia. Any issues that may affect the delivery of the Proposal should be reported to the Authority in the Monthly Report and raised in meetings, see “Issue Escalation” section.
78. This document represents an agreement between DESNZ and the Grant Recipient (including on behalf of a Consortium where relevant). Where a Consortium member exits the Consortium, this member is no longer eligible to deliver under this MoU, unless by signed agreement with DESNZ. The Grant Recipient will inform the Authority of any change of membership and, where applicable, the Grant Recipient may be required to submit a Change Request. Where applicable the Grant Recipient may be required to facilitate return of funds which are un-spent or which do not comply with scheme rules from the leaving party.
79. The Grant Recipient will implement ways in which their Consortium members’ performance during the Funding Period can be appropriately managed such that the Grant will be redistributed from parties who are poorly performing or slow to deliver to those which are meeting their performance and delivery targets.

## Subsidy Control

80. The Grant Recipient is responsible for ensuring that Grant funding spent is in compliance with the [Subsidy Control Act 2022](#).
81. The Grant Recipient acknowledges that it will ensure that the Grant and use of it does not breach any applicable subsidy control regime. Where private rented sector properties are being upgraded, Grant Recipients must be reasonably satisfied that landlords have not received in excess of £315,000 of government subsidy over the previous three years, in compliance with Minimum Financial Assistance under the Subsidy Control Act (2022). If a single landlord receives more than £100,000 of subsidy in total, the Grant Recipient is required to comply with the Transparency requirements of the Act.
82. The Grant Recipient will:
  - 82.1. Comply with any applicable subsidy control regime in its use of the Grant and its delivery of the Proposal.
  - 82.2. Obtain and retain all declarations and information as may be required to enable both the Grant Recipient and the Authority to comply with any applicable subsidy control regime, and to provide copies of such declarations and information to the Authority when required to do so.
83. A detailed process for how Grant Recipients must ensure compliance with the subsidy control regime is set out in the WH:LG Policy Guidance Document.

## Procurement and other benefits to third parties

84. The Grant Recipient will, in delivering the Proposal:
  - (1) Comply with all relevant requirements of UK law relating to public procurement in force and applicable from time to time. The Grant Recipient will give due consideration to the use of Small & Medium Enterprises (SMEs) within the supply chain and ensure contracting and sub-contracting opportunities are properly and widely advertised to

encourage participation of SMEs and local supply chains. DESNZ has its own SME action plan, which can be found using the following link:

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

If, during the lifetime of this Scheme, a new or revised SME action plan is implemented, then the Authority will make this available to the Grant Recipient. The Grant Recipient will give due consideration to any new or revised SME action plan.

- (2) When conducting procurement activities, the Grant Recipient will comply with the obligations under the Equality Act 2010 and its associated Public Sector Equality Duty.
- (3) The Grant Recipient will comply with the Local Government Transparency Code 2015.
- (4) The Grant Recipient will comply with reporting and escalation requirements for noted or arising Conflicts of Interest. Where applicable a management strategy will be agreed between the Grant Recipient and the Authority.
- (5) The Grant Recipient will comply with reporting and escalation requirements for Fraud.

## Code of Conduct for Grant Recipients

85. The Grant Recipient acknowledges that by signing this MoU it agrees to take account of the Code of Conduct for Recipients of Government General Grants (the Code of Conduct), which includes ensuring that the Grant Recipients undertake their duties in a manner consistent with the principles set out in the Code of Conduct.
86. The Grant Recipient shall immediately notify the Authority if it becomes aware of any actual or suspected breach(es) of any of the principles outlined in the Code of Conduct.
87. The Grant Recipient acknowledges that a breach of the Code of Conduct or a failure to notify the Authority of an actual or suspected breach of the Code of Conduct may result in the Authority suspending the Grant funding, terminating the MoU and taking action to recover some or all of the funds paid to the Grant Recipient, if the issue is not resolved through discussions with the Grant Recipient or if the breach is sufficiently grave.
88. If, from time to time, the Authority issues a revised version of the Code of Conduct, the Grant Recipient, under this MoU, agrees to take account of any such future version, from the time the Grant Recipient becomes aware of the existence of the same.  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/754555/2018-11-06\\_Code\\_of\\_Conduct\\_for\\_Grant\\_Recipients.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf)

## Supply chain management expectations

89. The Grant Recipient 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 on best practice expectations referenced below and be able to demonstrate that said standards have been met (**Annex 8**).
- 89.1. The Grant Recipient acknowledges that it may need to provide the Authority with information on its supply chain and management strategy in the case of an audit or spot-check. The Grant Recipient will comply with the expectations for Record Keeping, Data Protection, and Audit (**paragraphs 221 - 229**) for supply chain information. The Grant Recipient will assist with and/or provide information to the Authority in the case of an audit exercise or supply chain health check.

- 89.2. Breaches of the Supplier Code of Conduct, whether by the Grant Recipient or its supply chain, should be reported to the Authority as soon as practicably possible. Issues will be managed on a case-by-case basis and escalated where required in line with the escalation process outlined in **paragraphs 265 - 267**.

## Prompt payment

90. In delivering the Proposal, the Grant Recipient will, unless the Authority agrees otherwise in writing, pay the person from whom any goods, works or services are purchased within **30 calendar days** of receiving a valid undisputed invoice from that contractor.
- 90.1. The Grant Recipient will also ensure this payment timeline is included within any sub-contract arrangements of the contractor.
91. The Grant Recipient will ensure that where it uses third-party delivery partners, that the funding provided is also paid within **30 calendar days** of receiving a valid undisputed invoice from that contractor, or from receiving an acceptable proposal from a public body.
- 91.1. The Grant Recipient will ensure that these payment timelines are included within any sub-contractors of the third parties.
- 91.2. Breaches of these Prompt Payment requirements, whether by the Grant Recipient or its supply chain, should be reported to the Authority. Issues will be managed on a case-by-case basis and escalated where required in line with the escalation process outlined in **paragraphs 265 - 267**.

## Modern slavery, child labour and inhumane treatment

92. The Grant Recipient acknowledges that throughout the Funding Period 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. The Grant Recipient is responsible for monitoring modern slavery compliance within its supply chain and, where applicable, working with the supplier to implement any action plans to improve compliance.
- 92.1. The Grant Recipient will check that suppliers and subcontractors hold a suitable modern slavery policy and escalate any risks to the Authority in line with the process outlined in **paragraphs 265 - 267**.
- 92.2. The Grant Recipient is encouraged to complete the Modern Slavery Assessment Tool (MSAT). The Grant Recipient will encourage suppliers to complete the Modern Slavery Assessment Tool and work with the supplier to address any gaps identified. Suppliers receiving over £200,000 in funding over the lifetime of the Scheme are required to complete the MSAT. DESNZ may amend this MSAT value threshold at any time by reasonable notice in writing. The Grant Recipient shall keep a record of any risks and inform the Authority. This self-assessment tool should be updated annually where applicable. This self-assessment tool may not be applicable to SMEs or sole traders – where it is not applicable the Grant Recipient should still monitor and record and risks of Modern Slavery. Please see this link to the Modern Slavery Self-Assessment tool: <https://supplierregistration.cabinetoffice.gov.uk/msat>
93. If the Grant Recipient 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 Authority be informed immediately. The Grant Recipient will make available all necessary materials to comply with DESNZ and wider government reporting requirements for modern slavery.

- 93.1. The Grant Recipient will assist with and supply the relevant information for the purposes of audit or investigation to the Authority. The Grant Recipient is expected to share with the Authority any annual reporting on modern slavery.
- 93.2. Where modern slavery has been detected or is in high risk of occurrence, the Authority may request a Recovery Plan and / or exit or otherwise terminate this MoU. The Grant Recipient may be required to return any remaining funding - please refer to **paragraph 99 to 104**. Please refer to **paragraphs 212 to 220**, Termination and Scheme Exit, for details.

## Safeguarding

94. The Grant Recipient is required to have in place an adequate policy for safeguarding responsibilities, and to ensure that all suppliers, or other third parties that interact with residents, occupants of social housing or homeowners, meet the requirements specified by the policy. Safeguarding concerns should be recorded on the risk register and discussed in the monthly meetings.
95. The Grant Recipient is responsible for updating and monitoring their safeguarding policy under the Scheme.

## Public Sector Equality Duty

96. DESNZ has undertaken a Public Sector Equality Duty assessment during development of WH:LG. It is expected that some Eligible Households will contain residents who have protected characteristics including disability, pregnancy and maternity, religion, or belong to an older age group. These groups may be particularly vulnerable to disruption associated with retrofit works, especially if they are unable to access parts of their home during installation of measures. Throughout the delivery of projects, the Grant recipient should ensure that adjustments are made where necessary to accommodate residents at risk of the impact of disruption.

## Commercial use of the grant

97. The Grant Recipient 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 Grant Recipient does so, it will:
  - (1) Inform the Authority immediately and in writing; and
  - (2) Agree that the Grant may be reduced by the amount of that revenue or gain (as the case may be).

## Access to overall grant amount

98. Funding in principle being accessible to the Grant Recipient is conditional on funding being available under the Scheme and a successful submission of a Batch Submission to the Authority.
  - (1) The Authority must secure internal approvals for the Scheme in order for this MoU to be valid and WH:LG funding to be made available to Grant Recipients.

- (2) In the unlikely instance where the Authority considers there to be a risk that there will be insufficient funding available to honour all funding in principle allocations for all Grant Recipients, the remaining funding available to projects will be allocated to Batches submitted and approved first, see “Agreed use of underspend” below.
- (3) In this instance, the Authority reserves the right to suspend or terminate the Batch process and therefore the ability of a Grant Recipient to draw down on funding in principle within this MoU, even if they are successfully delivering.
- (4) The Authority reserves the right to reject Batches or no longer fund a Grant Recipient if the project is deemed completed (the full funding in principle having been drawn down and successfully spent). The Authority may determine there is a risk of insufficient funding being available to honour all other funding in principle allocations to all Grant Recipients if further funding is drawn down by the Grant Recipient in question and may therefore decline to provide further funding – in these instances, the Grant Recipient should keep records of these potential Batches so that they can be ready to deliver these if funding does become available in future.
- (5) In instances where DESNZ is confident that it can honour all other funding in principle allocations it may encourage a Grant Recipient to draw down further funding following a project being officially deemed completed as defined above to upgrade further Batches of homes.

## Grant withdrawal and repayment

99. In accordance with the following paragraphs, it is the understanding of the Parties that the Authority may request the Grant Recipient to repay all, or any proportion of, the Grant, together with interest (calculated in accordance with **paragraph 101**). The Grant Recipient accepts that the Authority may exercise these rights where the Authority:
- (1) 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.
  - (2) Has reasonable grounds to consider that the payment of the Grant, or the Grant Recipient's use of it, contravenes any requirement of law, in particular (but without limitation) law relating to subsidy control.
  - (3) Has reasonable grounds to consider that the Grant was irregularly obtained or spent in a way that does not meet the WH:LG scope of activity referred to in **paragraphs 25 to 45**.
  - (4) Has reasonable grounds to consider that corrective action by the Grant Recipient is either not suitable or timely in its implementation, consistent with **paragraphs 205 - 208**.
  - (5) Has identified that funds will not be spent, either within the Funding Period or the relevant financial year. In this instance the Grant Recipient agrees to return identified underspend.
  - (6) Has reasonable grounds to consider that the Grant Recipient is failing to improve delivery of the Funded Activities in accordance with a Remediation Plan agreed with the Authority.
  - (7) Has reasonable grounds to consider that the Grant Recipient is delivering the Funded Activities in a negligent manner (including but not limited to failing to prevent or report actual or anticipated fraud or corruption, or breach of obligation).
  - (8) Has reasonable grounds to believe that the Grant is not being spent in accordance with this MoU (including by the persons to whom the Grant is disseminated by the Grant Recipients).
  - (9) Has given notice to terminate this MoU pursuant to **paragraph 219** (termination on reasonable notice). In this instance the Grant Recipient should return all unspent funding received. Where the Grant Recipient has agreements in place at the time of termination,

the Authority will take reasonable steps to agree an approach to the calculation and timing of the amounts to be returned.

100. When exercising these rights, the Authority will notify the Grant Recipient of the grounds concerned and as far as possible, consider the Grant Recipient's response made within any reasonable timeframe required by the Authority.
101. A decision by the Authority to ask the Grant Recipient to repay the Grant will be communicated by letter, and the Grant Recipient will make that repayment within **30 calendar days** of the date of that letter or within any later reasonable timeframe agreed by the Authority in writing.
102. Where the Authority requests repayment under **paragraph 99**, interest will be calculated from the date of the Grant payment, unless otherwise agreed, in accordance with:
  1. the retail prices index over the relevant period (that index being taken as 0% for any period during which the index is negative); or
  2. any other rate required by law in the circumstances if it is higher.
103. Where the Grant Recipient does not make the relevant payment within the timeframe specified in **paragraph 101**, interest on the outstanding sum (inclusive of any interest already charged under **paragraph 102**) 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). Failure to comply may affect the Grant Recipient's position when requesting funding from future DESNZ schemes.
104. Should the Authority not exercise their options under **paragraph 100** or delay in doing so, this will not constitute a waiver of those options unless the Authority 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

105. DESNZ may suspend payment or delivery of the Grant where:
  - (1) One of the grounds in **paragraph 99** arises.
  - (2) The Authority has reasonable cause to believe that one of those grounds may have arisen, or is likely to arise. Or
  - (3) One of the provisions of this MoU is not met by the Grant Recipient or the Grant Recipient is considered to be in breach of its obligations under the terms of this MoU.
106. In the case of any suspension, unless DESNZ confirms a contrary agreement in writing:
  - (1) The Grant Recipient will continue to deliver the funded activities already initiated in line with the requirements of this MoU including Grant Recipient deadlines occurring during the period of suspension.
  - (2) The Grant Recipient will not make any further use of the Grant to initiate any additional funded activities until the Authority has authorised continued use of the Grant in writing.
  - (3) The Grant Recipient will abide by the reporting, modern slavery, fraud and all other obligations under the terms of this MoU during this period.
107. The Grant Recipient will inform the Authority immediately in writing, if it has any concerns that any of the grounds in **paragraph 99** might arise.

## Agreed use of underspend

108. The Grant Recipient will endeavour to spend funding received within each financial year in that same financial year to deliver the Proposal. Any amount not spent by the end of a given financial year will be agreed between the Grant Recipient and the Authority and returned to DESNZ within 30 calendar days following the end of each financial year.
109. In the event that the Grant Recipient considers that it will not be able to use, or does not use, all the Grant to secure delivery of the Proposal by the end of the Funding Period:
- (1) The Parties will work together to consider alternative delivery options in line with the expected outcomes of WH:LG.
  - (2) DESNZ reserves the right to grant an extension to the Funding Period, should the Grant Recipient provide a request in writing to do so. Note, DESNZ's ability to exercise this right is dependent on sufficient scheme funding being available in future financial years as well as having HMT approval.
  - (3) If the Parties are unable to reach an agreement, the Grant Recipient agrees to submit a Final Report and promptly repay the unspent grant that it has received and, in any event, no later than **30 calendar days** after the date of the Final Report (**25 days after the end of the Funding Period**), unless otherwise agreed.
110. The Grant Recipient may not retain any part of the Grant not spent on Funded Activities in line with the obligations in this MoU without the Authority's prior written permission.

## Acknowledgement of Payment

111. The Grant Recipient will confirm with the Authority that payment has been received. The Grant Recipient will acknowledge receipt of payment from DESNZ within 5 working days of notification of receipt of funds unless otherwise agreed.
112. Where the Grant Recipient is required to return payment or funds, the Grant Recipient agrees to follow the procedure for receipt of return as outlined in **paragraphs 98-104**.

## Payment Model

113. The schedule of Grant payments to the Grant Recipient, for each financial year, will align with the following:
114. At the beginning of each financial year of the Funding Period, the Grant Recipient may receive an Upfront Payment.
115. In financial year 2025/26 the Upfront Payment will be 20% of financial year Spend. This will consist of a 15% A&A Payment and a 5% Upfront Capital Payment, both of which will be transferred to the Grant Recipient.
116. In financial year 2026/27 the Upfront Payment will be up to 20% of financial year Spend, subject to conditions set out in **paragraph 118**. This will consist of a 15% A&A Payment and a 5% Upfront Capital Payment, both of which will be transferred to the Grant Recipient.

117. In the financial year 2027/28 the Upfront Payment will be up to 20% of financial year Spend, subject to conditions set out in **paragraph 118**. This will consist of a 15% A&A Payment and a 5% Upfront Capital Payment, both of which will be transferred to the Grant Recipient.
118. The Authority reserves the right to amend the Upfront Payment for all subsequent financial years in the Funding Period after financial year 2025/26 in the case of underspend against Upfront Payments in previous financial years and any re-baseline of forecast delivery through Change Requests or delivery reviews.
119. The Authority will also work with Grant Recipients to facilitate early delivery where possible.
120. This is illustrated in the table below:

Financial Year	Upfront Payment	% FY Spend
25/26	20% of FY Spend, transferred automatically	20% of total FY Spend
26/27	Up to 20% of FY Spend, transferred automatically	Up to 20% of total FY Spend
27/28	Up to 20% of FY Spend, transferred automatically	Up to 20% of total FY Spend

Table 4 – Funding overview for Upfront Payments

121. The Batch Process will align with the following:
122. At Expression of Interest stage, the Grant Recipient will have requested a total value of in-principle funding, translated into a range of homes to be upgraded over the course of the Funding Period by financial year (detailed delivery forecasts are to be provided at Delivery Assurance Check). The Grant Recipient will have also provided details of resource plans, procurement approach and timing, details of any consortium members (if applicable), and expected Delivery Assurance Check month.
123. Based upon this submission, the Authority will validate each Expression of Interest to determine whether it has been fully completed to enable funding to be awarded as part of the Expression of Interest stage.
124. Please note, as a condition of a successful Expression of Interest, DESNZ reserves the right to reduce the amount of funding requested by the Grant Recipient based on an assessment of their likely delivery capacity, determined (amongst other methods) by an analysis of their previous delivery and /or timing of their Delivery Assurance Check. Funding may also be reduced proportionately to keep within the Scheme's overall funding envelope.
125. If the Grant Recipient receives approval for their Expression of Interest, then subject to compliance with the requirements of this MoU they will be notified of the total value of funding they can draw down in principle.



126. Following signature of this Memorandum of Understanding, the Grant Recipient can proceed to the Mid-Mobilisation Review and the Delivery Assurance Check. As part of the Mid-Mobilisation Review, the Grant Recipient will be asked to indicate whether they are on track to meet their planned Delivery Assurance Check month. If the planned Delivery Assurance Check month is delayed, the Grant Recipient's in principle funding may be reduced proportionately to reflect the number of planned upgrades lost because of the delay. If the Delivery Assurance Check is not passed, then the Grant Recipient cannot progress to the Batch stage, nor receive Batch Payments, until the Delivery Assurance Check has been approved.
127. Grant Recipients should ensure the Delivery Assurance Check is completed as soon as they are able to begin Batch delivery to maximise the length of their delivery window, and to avoid escalations and triggers should they fall behind on their monthly project delivery forecasts due to taking too long to pass their Delivery Assurance Check. Grant Recipients must complete their Delivery Assurance Check within FY25/26. Where the Delivery Assurance Check has not been completed within this time, the Department reserves the right to consider termination of the project.
128. Following approval of Delivery Assurance Check, the Grant Recipient will progress to the Batch Submission stage, where they will be able to submit Batches to retrofit groups of homes and draw down funding from the in-principle Grant amount within this MoU if the Batch is approved. The Grant Recipient will be provided with a Batch form to allow them to submit Batches of homes for approval as soon as they pass the Delivery Assurance Check. DESNZ are working to develop an automated Batch solution to which Grant Recipients will be granted access once launched.
129. When submitting a Batch, the Grant Recipient submits the number, types, and tenures of homes to be retrofitted, along with the measure types and costs, and costs per home. Any Additional Capital costs (e.g., for surveys or assessments) will need to be stated. Details will also need to be provided on how these Capital costs feed into the overall cost caps, along with any private or social landlord contributions. Any A&A costs relevant to the home should not be included in Batch Submissions. This is not an exhaustive list of what may be required for input into a Batch Submission.
130. Before a Batch is submitted, all homes (and households) within the Batch must have been validated as eligible, assessed in line with the latest PAS standards (2035:2023), have a package of measures agreed by a Retrofit Coordinator, and fully costed. Batches will be assessed by the Authority, including checks of the total Capital Spend and Capital Spend per financial year. Batches will either be approved or returned for amendments by the Authority. Amendments requested by the Authority must be addressed and returned for review to the Authority within 3 working days. The Authority reserves the right to freeze the consideration and approval of Batch Submissions for one or more Batches due to wider delivery or Batch-specific concerns.
131. If the Batch Submission is accepted, DESNZ will make a Batch Payment to the Grant Recipient, drawing down against the funding agreed in accordance with this MoU. The Grant Recipient will also be authorised to commence upgrades on the Batch. If the Batch Submission is returned for amendment, no payment will be made for that Batch. The Grant Recipient will need to submit a revised Batch Submission for approval. The Authority will support the Grant Recipient to re-submit the Batch.

132. The Batch Payment will be made as soon as practicably possible upon approval of a Batch. However, the Grant Recipient can begin work immediately once a Batch has been approved, by utilising the Upfront Payment.
133. The Upfront Payment can be used to start delivery of Batches ahead of a transfer of Batch Payments to a Grant Recipient's bank account. However, when the Grant Recipient approaches the end of each Financial Year it should plan for the Upfront Payment to be fully spent. This will ensure in-year Spend requirements are being realised and that no Upfront Payment underspend is required to be returned to DESNZ. The Upfront Payment can also be used to cover any additional pre-delivery, Capital PAS assessment costs, along with all A&A costs.
134. The Authority reserves the right to freeze the Batch Process if a Grant Recipient is underperforming against the current delivery profile. Freezing the Batch Process will mean that a Grant Recipient cannot submit further Batches for approval and draw down further funding. The Authority can unfreeze the Batch Process if it considers a Grant Recipient to subsequently be delivering appropriately.
135. A Grant Recipient may submit multiple Batches of homes at once; each Batch will be assessed individually. Grant Recipients will continue to submit Batches until all proposed homes have been signed up, assessed and upgraded in Batches.
136. The Authority will undertake regular assessment of Grant Recipient Spend using the spend profile as submitted monthly via the DMS system and the Batch Submissions. Batch Payments may be paused if a Grant Recipient is not committing a large proportion of the funding already transferred for previous Batches to the delivery of upgrades, and where the amount of unspent funding already transferred is considered to be more than is required for the current delivery profile. This will minimise the potential for clawback of WH:LG funding that has already been granted to the Recipient by the end of each financial year. Where a Grant Recipient does not have excess funds, Batch Payments will be allowed.
137. In the last 3 months of each financial year, the Authority will calculate how much funding a Grant Recipient has used against the forecasted projections. The Authority may reduce Batch Payments for two reasons: if the Grant Recipient has unused Upfront Payments that can be drawn on or, to reallocate funding across Grant Recipients based on their performance to ensure that the available WH:LG funding across all projects for each financial year is not exceeded. Funding will not be carried over financial years and should be spent within the allocated financial year. If the Grant Recipient's forecasted projections do not reduce Batch Payments accordingly, a Change Request must be submitted to update the delivery forecast, this request will follow the change management process and approval is not guaranteed.
138. DESNZ may require the return of any unspent funding at the end of the financial year, as required, in line with **paragraphs 108 - 110**.
139. The Grant Recipient is expected to work with the Authority to substitute unspent funding for an equivalent portion of Batch Payments due to be received later that financial year.

140. The Grant Recipient will state at Batch Submission if delivery of a Batch will cross financial years, and how much funding is estimated to be spent in the following financial year. In those instances, the Batch Payment will be split in two by DESNZ (the first payment will be received upon approval of the Batch Submission and the second will be received at the start of the next financial year) to ensure in-year Spend requirements are met.
141. DESNZ reserves the right to amend the Grant Recipient's Administration and Ancillary funding in line with any change that affects the overall capital value of the Grant.
142. No Batches can be submitted after 31 December of the final financial year of the Scheme. However, DESNZ reserves the right to extend the Funding Period. In such an instance, the Grant Recipient may continue to submit Batches until the newly specified close of the Batch Submission stage.
143. The Grant Recipient must retain evidence of invoices and costs paid, and provide access to the Authority, on request, for any audit or spot-checks, aligning with requirements in **paragraph 89**.
144. Upgrades delivered through WH:LG must be completed by the end of the Funding Period.

## Governance

145. The Grant Recipient will receive funding under the Local Government Act 2003 via Section 31 (power to pay grant). Copies of the Section 31 Grant Determination letter will be issued to the Grant Recipient as necessary. The Grant Recipient is required to declare compliance with the Grant Determination conditions. Grant Recipients will need to sign and return their Section 31 declarations by the end of the Funding Period in order to confirm that they have spent the accordance with the Section 31 policy.
146. On a monthly basis, the Grant Recipient will provide a report to the Authority, covering the period from the first to last day of the month, on or before the **10<sup>th</sup> working day** of the subsequent month (the "Monthly Report"). For example, the report covering the delivery period of **1 - 31 May 2025** will be required to be submitted by the **10<sup>th</sup> working day of June 2025**. This will need to include inputs as required from Local Authorities and other bodies within the Grant Recipient's consortium, where applicable. The Grant Recipient will provide:
- (1) all data specified by the reporting system (**see Annex 4 for the data requirements of this document**);
  - (2) an up-to-date risk register, information surrounding any incidents of fraud and error loss, or prevented fraud/error loss (as set out in the Data Dictionary); and
  - (3) any items the Grant Recipient wishes to bring to the attention of the Authority, such as, but not limited to, lessons learned, good news stories, oversight and engagement from Consortium senior stakeholders (e.g., SRO, Council Members, etc.), indicate potential escalations (though any escalation will be taken through the official escalation process).
147. Where the Authority has requested an update from the Grant Recipient, the Grant Recipient must respond in writing within 1 working day, acknowledging receipt and confirming whether they are on track to submit the complete report on time. The Grant Recipient will inform the Authority of any issues they are experiencing which may impact the submission of their Monthly Report on time, in advance of the reporting deadline, and work with the Authority towards a resolution.

148. Should the Authority identify a variation in the Grant Recipient's performance against their targets stipulated in the forecasts (including KPIs), or the Delivery Confidence Assessment (DCA) identifies that the Grant Recipient's performance is scored Red (detailed in **paragraph 194**), the Authority will escalate according to the processes in **paragraphs 265-267** and may request a Remediation Plan and/or Recovery Plan from the Grant Recipient detailing the interventions required to recover the project(s).
149. The Authority will determine if the interventions detailed in the Remediation Plan or Recovery Plan provide confidence of project remediation or Grant recovery. The Authority and the Grant Recipient will jointly agree the content of the Remediation Plan or Recovery Plan and a timescale to implement the interventions. If necessary, the Authority and Grant Recipient will agree to implement additional actions to address areas of concern. In light of this, the Authority expects the Grant Recipient to agree to and participate in additional engagement sessions/meetings geared towards remediation or recovery planning. If agreement cannot be reached on the contents and timings of the Remediation Plan and/or the Recovery Plan, these should be escalated in accordance with **paragraphs 265-267**.
150. Should the Grant Recipient:
- (1) need to action interventions to ensure the forecasts and KPIs are being met, and then fail to see the project(s) recover,
  - (2) need to action interventions to ensure improved confidence in the project, and then fail to see the project(s) recover,
  - (3) fail to report any of the agreed information relating to fraud,
  - (4) fail to implement the interventions necessary regarding corrective action on fraud, or
  - (5) fail to report on time and to a sufficient standard,
- this may be escalated, and the Authority may recommend freezing Batch Submissions , Approvals, and/or Payments; diverting forecasted payments; pausing further disbursement of funds; or activating a Recovery Plan to claw back funds provided, if the corrective action is either not suitable or timely in the implementation, consistent with **paragraphs 208-211**. Please note, further information concerning escalations to the Authority are detailed in **paragraphs 265-267**.
151. The Authority will hold a monthly meeting with the Grant Recipient to discuss the progress of delivery and challenge any delivery performance issues identified in their reporting. The Authority will issue the agenda to the Grant Recipient in reasonable time prior to the meeting and will circulate minutes and relevant actions to the Grant Recipient from these meetings to allow the Grant Recipient to action them as soon as practicably possible. At a minimum, the Grant Recipient will provide everything listed in **paragraph 146** to the Authority.
152. The Authority and the Grant Recipient may agree to schedule ad-hoc meetings outside of the monthly meetings. These requests will be considered on a case-by-case basis and reasonable notice will be provided. The party that proposes any meeting outside of the monthly meetings will issue the agenda within reasonable time prior to the meeting.
153. The Grant Recipient shall comply with the reporting requests commissioned by the Authority as part of the annual, mid-point or other review of the Scheme to review the status of the grants.

## Change Requests

154. The Authority expects the Grant Recipient to do all they can to deliver against the agreed yearly Spend at the Expression of Interest stage and specific forecast once they reach their Delivery Assurance Check. This will include ensuring accurate forecasting. If the Grant Recipient is unable to deliver according to the delivery plan stipulated in their Delivery Assurance Check and agreed to by the Authority, or if there is any other deviation from this MoU, they must notify the Authority via their allocated point of contact as soon as possible by using the Change Request process as set out by the Authority. Further details of the process including relevant guidance and templates will be shared by the Authority prior to the close of the Expression of Interest round. A formal Change Request must be submitted as soon as possible and no later than **3 months** before the end of the Funding Period.
155. Instances where the Grant recipient must submit a Change Request after first successful Batch Submission are (but are not limited to):
- (1) A reduction or increase to the total number of forecasted homes to retrofit.
  - (2) A reduction or increase in the total Capital or A&A funding required to retrofit the homes.
  - (3) Changes to an approved Batch submission (scope, delivery time, or cost).
  - (4) Changes to the composition of a Consortium or changing an individual project into a Consortium.
156. The Authority will endeavour to respond to the Change Request within **10 working days**, from the date the request is submitted. For straightforward requests, the Authority will strive to provide a decision within this timeframe. For more significant or complex requests, however, additional time may be required if the changes fall outside key tolerances and require further escalation or assessment by the Authority. In these cases, an estimated timeline for a final decision will be communicated to the Grant Recipient at the earliest opportunity.
157. No Change Request will be effective unless it is agreed in writing and signed by the Authority. This does not prevent either Party making reasonable changes in relation to the administrative arrangements in the MoU (such as contact details) by reasonable notice in writing to the other Party, without such agreement in writing signed by both Parties.
158. If the approved Change Request shows that the Grant Recipient will not be able to utilise the allotted grant funding, even with a Remediation Plan, then the Grant Recipient will work with the Authority to identify any resulting underspend, agree a recovery plan, and facilitate the prompt return of that underspend to DESNZ.
159. The Authority reserves the right to reject a Change Request.

## Change Request Process

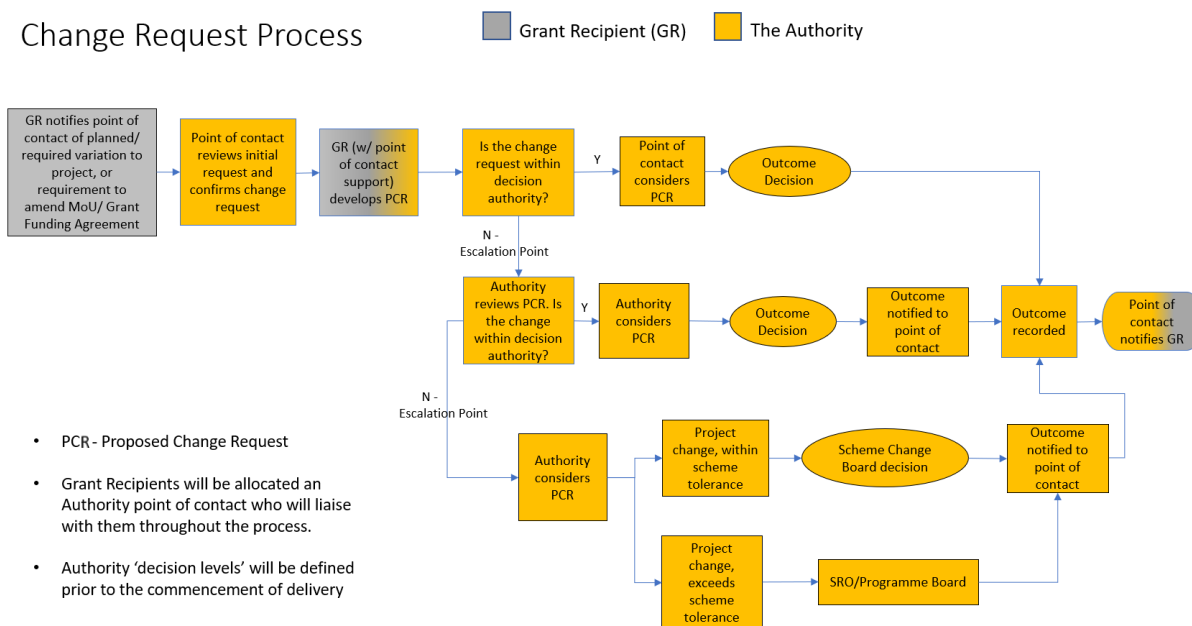


Figure 1 Example of Change Management Process.

## MoU Addendums and Variations

160. Following the Authority's approval of a submitted Batch, the approved Batch will automatically be included as an addendum to this MoU and will thereby become part of this agreement. The Authority may grant funding to all Expressions of Interest (Eols), however, it should be noted that no Delivery Assurance Checks (DAC) are undertaken at the point of Eol submission. Therefore, all funding allocations offered on the basis of the information provided in the Eol form, with the exception of the first Upfront Payment that may in some instances precede a Delivery Assurance Check, are conditional and subject to the completion of a subsequent Delivery Assurance Check. The Delivery Assurance Check will serve to provide assurance to the Authority that the Grant Recipient is capable of successfully delivering the forecasted outcomes. Any conditions imposed by the Authority as part of the approval process, either during the Delivery Assurance Check or subsequent reviews, will automatically form part of this MoU as an addendum. The Grant Recipient is expected to address and action any conditions imposed as soon as reasonably practical. The Authority reserves the right to require that these conditions be fulfilled prior to the approval of further applications. The commitments made in these approved applications will also inform ongoing performance monitoring.

161. Where a Change Request has been agreed by the Authority this Change Request will be added to this MoU as an addendum. The Grant Recipient agrees that the agreed Change Requests will be attached to this MoU and form part of the signed agreement between the Grant Recipient and DESNZ.

162. Should there be any dispute between the Authority and Grant Recipient about the delivery profile the Grant Recipient should be adhering to, the Parties should refer to the last approved addendum or variation to the MoU.

163. The Grant Recipient agrees to return their signed addendum or variation to the MoU within 28 working days of being issued by the Authority.

## Risk Management

164. The Grant Recipient agrees to provide assurance that risks in relation to the Proposal have been identified and mitigated in alignment with the principles in the HMT Orange Book. The Grant Recipient will complete a Risk Register as part of their Monthly Report to be discussed as part of regular monthly meetings with the Authority.
165. In providing assurance about the management of risks, the Grant Recipient 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. The Grant Recipient will also provide an action plan on how they will mitigate these risks and issues and subsequently provide regular progress updates on their management.
166. As part of the Monthly Report, the Grant Recipient will report the status of the risks and issues identified within the reporting and whether any new risks or issues have emerged. The Grant Recipient will share both the risks it is managing, and risks raised by their consortium members or any other third-party delivery partners.
167. As soon as it becomes apparent to the Grant Recipient or the Authority that a risk will significantly impact on the delivery of the proposal, the Grant Recipient will notify the point of contact and provide a Remediation Plan, with input from the Authority, and work through the recommendations to address the concerns.
168. Where the Authority feels that a risk is not being appropriately managed or resolved the Authority reserves the right to escalate risk management issues in line with the strategy in the Issues section (**paragraphs 265 - 267**).

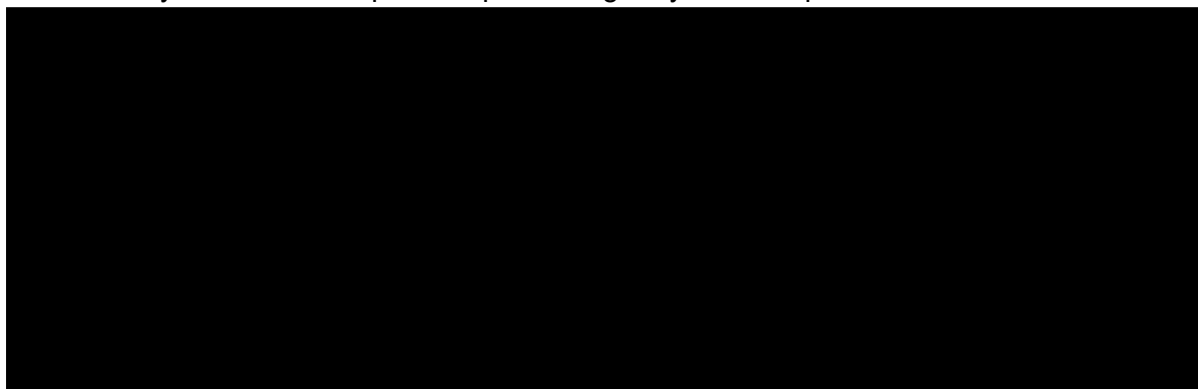
## Fraud and Error

169. As part of the delivery of the proposal, the Grant Recipient will be responsible for carrying out or arranging reasonable, ongoing due diligence and corrective action to ensure that properties, installers, measures and households meet the Scheme's eligibility criteria and that work is completed in line with the Scheme's requirements.
170. The Grant Recipient will identify, manage and resolve fraud and error risks, including undertaking monitoring and reporting on fraud and error, as well as managing any specific cases of suspected or identified fraud or error within the administration of this scheme and management of their supply chain.
171. This should include, but not be limited to:
- (1) Developing and maintaining a Fraud Risk Assessment (template Annex 9) – risks to be reviewed on a monthly basis and more frequently as required in response to emerging threats and risks.
  - (2) Implementing controls to deter, prevent and detect these risks.
  - (3) Implementing and maintaining a Fraud Management Plan (template and guidance will be made available alongside the MoU) that sets out how cases of suspected fraud or error will be identified, investigated and resolved within WH:LG and their supply chain,

including for instance sanctions, recovery of debt and/or prosecutions as appropriate and appropriate risk management development.

- (4) Having processes in place to review proposed, ongoing and completed works are compliant with scheme requirements and identify potential fraud or errors (e.g. properties/households/measures are eligible, installers and measures are lodged with TrustMark/MCS, works are completed in line with plans/invoices).
- (5) In addition to Grant Recipients' normal processes in contract, work management oversight, checks and verifications etc, Grant Recipients will need to conduct a minimum of 10% fraud, error and compliance checks which will need to be a mix of desktop reviews and site audits and samples be selected both randomly and targeted by risk. This is to ensure that for instance, works have been completed and are in line with specifications, quality, volume and standard compliance and to respond to any other observation.
- (6) Undertaking corrective action / implementing sanctions as appropriate where proposed or completed work, payment of funds, etc. is not in line with the eligibility criteria or requirements of the Scheme, e.g. works not completed to PAS2035, work not lodged with TrustMark, ineligible works funded. The Grant Recipient will be liable for any future rectification work, where it has approved works, which are ineligible/do not meet scheme requirements.
- (7) Reviewing pricing and spend data within their own supply chain to spot and remediate anomalies.
- (8) Implement fiduciary controls and processes for the administration of the Scheme, e.g. segregation of duties and oversight of processes/decisions, to reduce the risk of fraud, error and non-compliance occurring.
- (9) Use existing tools and checks made available from the Authority, such as the Energy Efficiency Installation Checker ("the Checker").

172. The Checker, must be used by the Grant Recipient in accordance with the DESNZ Checker User Access policy. Access to the Checker will be granted to the Grant Recipient, once the Checker Data Sharing Agreement has been signed and returned to the mailbox: [REDACTED]. Where the Checker Data Sharing Agreement has already been signed by the Grant Recipient for another scheme, it is not necessary to re-sign, provided there is no break in participation by the Grant Recipient across the two schemes. The Checker is to be used by the Grant Recipient as part of eligibility and compliance checks to:



173. The Grant Recipient is required to administer a means to enable the public, installers or others to report suspicions or evidence of potential wrongdoing (ideally through different channels but as a minimum through their normal helpdesk and email channels) following up as necessary and reporting summary information as part of the Monthly Report.



174. The Grant Recipient is required to have a named point of contact of appropriate seniority responsible for fraud and error risk management of funding provided through WH:LG. This includes ensuring that appropriate counter fraud/error controls are in place and are operating effectively. The Grant Recipient will record (and update) the named point of contact on the Fraud Management Plan (Annex 10) as well as providing the details when requested by the Authority.
175. The Authority has specified that all Grant Recipients funded through WH:LG should have a robust and detailed Fraud Risk Assessment (FRA) in place before the funding is granted, with an explanation of mitigating counter fraud actions (controls) for each material risk identified, to provide assurance about the management of fraud and error risks. The Grant Recipient agrees to provide an initial iteration of their Fraud Risk Assessment describing key risks and how the Grant Recipient expects to manage it to the Authority as part of their mid mobilisation review . A complete FRA must be produced and submitted as part of the Delivery Assurance Check process.
176. The Grant Recipient is required to regularly review and maintain the Fraud Risk Assessment (and make this available to the Authority on request) and implement changes to fraud controls as needed to address an evolving understanding of fraud and error risks, e.g., from operational findings, shared insights, intelligence received, etc. The Grant Recipient should update the Fraud Risk Assessment no less than on a monthly basis, and additionally in instances of significant detection or prevention.
177. The Grant Recipient must produce and maintain a Fraud Management Plan (FMP), in accordance with Annex 10, which must be shared with the Authority. The Grant Recipient must provide an outline Fraud Management Plan prior to Mid Mobilisation review, and a full FMP as part of the Delivery Assurance Check Process, before the commencement of Batch delivery. The Fraud Management Plan must detail standard operating procedures to counter fraud, including:
- (1) how controls identified in the Fraud Risk Assessment are to be implemented;
  - (2) how suspected fraud/error will be referred/escalated, investigated (including case triage, evidence gathering, outcome determination) and resolved;
  - (3) how appeals against decisions will be managed;
  - (4) what sanctions will be taken where decisions are upheld/not challenged;
  - (5) how debt will be recovered; and prosecutions pursued if appropriate.
178. The Grant Recipient will be expected to participate fully in assurance reviews/audits commissioned by the Authority. This may include providing access to data and records and supporting requests for site visits on public or private property to verify and validate the investment, outcomes, and benefits of the Grants. The Authority may also expect to be invited for participation, observation and be provided with visibility of documents and data from desktop and site audits initiated directly by the Grant Recipients. Reviews of capability in managing fraud and error risks within the Grant Recipients' own organisations and their supply chain in delivering WH:LG may also be commissioned to drive continuous improvement and inform cross cutting initiatives such as for new digital solutions.
179. The Grant Recipient will undertake and / or participate as required in residual fraud measurement exercise(s) to assess effectiveness of fraud controls at an overall, national level.

180. The Grant Recipient will be required to report incidences of fraud, error and non-compliance, in accordance with Annex 4 'Monitoring and Evaluation Data Requirements' through the DESNZ data capture system to the Authority each month including reporting the number, category of risk and details of cases raised (including dates); levels of fraud/error prevented, fraud/error detected; case substantiated/not substantiated, debt raised/recovered; admin/corrective action taken; prosecution initiated. [REDACTED]
181. As part of monitoring Grant Recipients WH:LG eligibility and scheme compliance, the Authority reserves the right to ask for additional documents and information outside of the Grant Recipient's Monthly Report, including but not limited to information on the Grant Recipient's supply chain and/or details and documentation regarding WH:LG spend. The Grant Recipient will provide the data requested by the Authority within the agreed timescale.
182. The Grant Recipient will share with the Authority any annual fraud reporting related to the Scheme on request.
183. In instances where significant fraud, error and non-compliance has occurred, the Authority reserves the right to request a Recovery Plan from the Grant Recipient for the Authority to approve. The Grant Recipient will work with the Authority to resolve any issues and manage risk of fraud, error and non-compliance in line with the approved plan. A requested recovery plan must be submitted for approval within 10 working days of receipt of a request.
184. The Authority may provide the Grant Recipient with recommendations to address, as part of continuous improvement, following routine reviews and/or independent assurance of the Grant Recipient's fraud, error and non-compliance management activity. The Grant Recipient will work with the Authority to address any issues. The Authority reserves the right to require an improvement plan where it considers the issues to be significant. A requested improvement plan must be submitted for approval within 10 working days of receipt of a request.
185. Grant Recipients are responsible for the recovery of any debts they incur, including through losses due to fraud/error, within their administration of the scheme or within their supply chain for this project as set out within their Fraud Management Plan (Annex 10). The Grant Recipients must report this to the Authority as part of their Monthly Report, and when further details are requested by the Authority. Grant Recipients must also notify the Authority of case details when undertaking debt recovery activity or pursuing prosecutions related to this project.
186. DESNZ reserves the right to halt payment or terminate the MoU, in line with the outlined processes, in cases of significant risk or concern. The Grant Recipient agrees and accepts that it may become ineligible for Grant support and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of His Majesty's Revenue and Customs.
187. In accordance with **paragraph 178**, incidents of fraud/error will continue to be reported monthly throughout the Funding Period.

## Performance Management

188. During the Funding Period, the Grant Recipient will provide information to the Authority in their Monthly Report in relation to the KPI targets described in table 5.
189. To measure performance against KPIs, the Authority will assess performance levels against the monthly target forecast taken from the expression of interest or the Delivery Assurance Check (if a revised forecast was submitted and agreed) and given by the Grant Recipient as a benchmark in accordance with the levels set out in the table below (**table 5**). All forecasted figures against the KPIs will be reviewed to consider risks around deliverability. Where a revised figure has been approved via the change management process, this figure will be used.
190. All KPIs should reflect the figures of the reporting month and should be provided to the Authority within **10 working days** of reporting month end. If the Grant Recipient fails to do this, then reminders will be sent and (if necessary) actions taken to ensure compliance, see “Governance” section.

KPI	KPI type	Description	Data and Reporting	Performance Level Rating
1a	Eligibility	The number of validated homes (dwelling and household are eligible to receive measures) that have signed up to receive measures within the 1-month period, relative to project forecast.	Grant recipient responsibilities: To provide Monthly Report via the DESNZ reporting tool	1.) Green (acceptable): ≤ 10% variation.
				2.) Amber (action required): 11% - 40% variation.
				3.) Red (at risk): ≥ 41% - 100% variation.
1b	Eligibility	The cumulative number of validated homes (dwelling and household are eligible to receive measures) that have signed up to receive measures, relative to project forecast.	Grant recipient responsibilities: To provide Monthly Report using the DESNZ reporting tool  The Authority responsibilities: To calculate the cumulative figure to date once received data from LA. To compare actual to forecast and analyse data.	1.) Green (acceptable): ≤ 10% variation.
				2.) Amber (action required): 11% - 40% variation.
				3.) Red (at risk): ≥ 41% - 100% variation.
2a	Delivery	The number of validated homes within the 1-month period that have been assessed, had upgrades designed, agreed to by all parties (household, Grant Recipient, and retrofit coordinator), and coordinated by a retrofit coordinator, relative to project forecast.	Grant recipient responsibilities: To provide Monthly Report via the DESNZ reporting tool	1.) Green (acceptable): ≤ 10% variation.
				2.) Amber (action required): 11% - 40% variation.
				3.) Red (at risk): ≥ 41% - 100% variation.

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2b	Delivery	The cumulative number of validated homes that have been assessed, had upgrades designed, agreed to by all parties, and coordinated by a retrofit coordinator, relative to project forecast.	Grant recipient responsibilities: To provide Monthly Report via the DESNZ reporting tool	1.) Green (acceptable): ≤ 10% variation.
				2.) Amber (action required): 11% - 40% variation.
				3.) Red (at risk): ≥ 41% - 100% variation.
3a	Delivery	The number of homes within the 1-month period that have installations started on them and a TrustMark Reference Number assigned and provided.	Grant recipient responsibilities: To provide Monthly Report via the DESNZ reporting tool	1.) Green (acceptable): ≤ 10% variation.
				2.) Amber (action required): 11% - 40% variation.
				3.) Red (at risk): ≥ 41% - 100% variation.
3b	Delivery	The cumulative number of homes that have installations started on them and a TrustMark Reference Number assigned and provided.	Grant recipient responsibilities: To provide Monthly Report via the DESNZ reporting tool	1.) Green (acceptable): ≤ 10% variation.
				2.) Amber (action required): 11% - 40% variation.
				3.) Red (at risk): ≥ 41% - 100% variation.
4a	Delivery	The number of homes within the 1-month period that have been treated (with at least one measure) and First TrustMark Lodgement Certificate Number (on TM Retrofit Portal) available.	Grant recipient responsibilities: To provide Monthly Report via the DESNZ reporting tool.	1.) Green (acceptable): ≤ 10% variation.
				2.) Amber (action required): 11% - 40% variation.
				3.) Red (at risk): ≥ 41% - 100% variation.
4b	Delivery	The cumulative number of homes that have been treated (with at least one measure) and First TrustMark Lodgement Certificate Number (on TM Retrofit Portal) available.	Grant recipient responsibilities: To provide Monthly Report via the DESNZ reporting tool.	1.) Green (acceptable): ≤ 10% variation.
				2.) Amber (action required): 11% - 40% variation.
				3.) Red (at risk): ≥ 41% - 100% variation.

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5a	Delivery	The number of homes within the 1-month period with the installation of all measures completed and signed off by the supplier's operational manager or equivalent, relative to project forecast.	Grant recipient responsibilities: To provide Monthly Report via the DESNZ reporting tool.	1.) Green (acceptable): ≤ 10% variation.
				2.) Amber (action required): 11% - 40% variation.
				3.) Red (at risk): ≥ 41% - 100% variation.
5b	Delivery	The cumulative number of homes with the installation of all measures completed and signed off by the supplier's operational manager or equivalent, relative to project forecast.	Grant recipient responsibilities: To provide Monthly Report via the DESNZ reporting tool.  The Authority responsibilities: To calculate the cumulative figure to date once received data from LA. To compare actual to forecast and analyse data.	1.) Green (acceptable): ≤ 10% variation.
				2.) Amber (action required): 11% - 40% variation.
				3.) Red (at risk): ≥ 41% - 100% variation.
6a	Spend	The Total Capital expenditure (actual) within the 1-month reporting period relative to the project forecast	Grant recipient responsibilities: To provide accurate financial forecasts and actuals within the Monthly Report.	1.) Green (Acceptable): ≤ 5% variation
				2.) Amber (Action Required): 6% - 15% variation
				3.) Red (at risk): ≥ 16% variation
6b	Spend	The cumulative Total Capital expenditure (actual) within the reporting period relative to the project forecast	Grant recipient responsibilities: To provide accurate financial forecasts and actuals within the Monthly Report.	1.) Green (Acceptable): ≤ 5% variation
				2.) Amber (Action Required): 6% - 15% variation
				3.) Red (at risk): ≥ 16% variation
7	Monthly Report	Submission of the monthly Performance Monitoring Data Report by the 10 <sup>th</sup> working day of the month.	Grant recipient responsibilities: To provide a fully completed Monthly Report by the agreed deadline each month.	1.) Green (Acceptable) - 0 days
				2.) Amber (Action Required) - 1 - 2 days
				3.) Red (At Risk) - 3 days +

Table 5: Key Performance Indicators

191. DESNZ reserves the right to amend the KPIs during the lifetime of the Scheme and will inform the Grant Recipient of any changes. The Grant Recipient agrees to submit the relevant data (to

be outlined) if DESNZ makes an amendment to the KPIs. Reasonable notice will be given to the Grant Recipient if any changes are made to the KPIs.

192. The cadence of monthly meetings and generation of the Delivery Confidence Assessment (DCA) may be subject to change by the Authority. The Authority will notify the Grant Recipient of any changes to the meeting schedule.
193. The Authority will conduct a monthly meeting with the Grant Recipient to support and assess the performance of the Grant Recipient. The Grant Recipient will provide an update on delivering the outcomes for the funding period in line with their expression of interest and this MoU. The Authority will produce a DCA for internal use, based on the information from monthly data reporting, KPIs and information collected during monthly meetings in accordance with **paragraph 146 and 149**. If the monthly assessment shows the Grant Recipient is underperforming against forecasts, or risks or issues are present that warrant further action to be taken, then the escalation process for performance management may be triggered as per **paragraph 148**. Under certain circumstances, the forecasted Batch Payments may be diverted, and/or the Batch Submissions, Approvals, and Payments may be frozen and/or the Grant Recipient will work with the Authority on recovery of funds, to identify any resulting underspend or misuse of funds and facilitate the prompt return of funds to DESNZ (including in some circumstances, return of funds to DESNZ before Project Completion).
194. The Authority will generate the DCA each month, and will assess the project delivery confidence through five individual categories:
1. KPI delivery
  2. Commercial assurance
  3. Internal resourcing
  4. Risk
  5. Stakeholder relationship

The Authority will assess the Grant Recipient performance against each of the five categories, and allocate a green, amber, or red rating to each. The rationale used by the Authority to determine the rating for each category is provided in **table 6**. These will be used by the Authority to produce an overall green, amber or red score for the DCA for that specific month. The categories have different weightings, and consequently, have different relative impacts upon the overall DCA rating. The weightings against the categories that will make up the DCA can be found in **table 7**.

Category	3	2	1
1. <b>KPI Delivery</b>	Grant Recipient is attaining green on all or almost all KPIs ( $\geq 5$ KPIs) ( $\leq 10\%$ variance permitted), forecast and actuals match up. There is no delay, and it is likely that the project will meet its objectives.	Grant Recipient is unlikely to meet its forecasted delivery target or Spend or deliver on time. Most KPIs (3-4) are amber (11-40% variance) with some KPIs slipping into red ( $\geq 40\%$ variance).	Grant Recipient is significantly delayed, and it is very unlikely the project will meet its objectives, they are significantly behind on all KPIs, and the project has little to no chance of meeting its aims. Most KPIs ( $\geq 5$ ) are red ( $\geq 40\%$ variance).
2. <b>Commercial assurance</b>	There is no indication of future cause for concern. The Grant Recipient is confident in their contracts,	There are some commercial concerns around the project which may not be currently reflected by the KPIs. These	It is highly unlikely the project will deliver to meet their forecasts. There are numerous significant

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	suppliers, and supply chain. They are confident they will deliver to meet their financial year forecasts.	have likely also picked up in the Grant Recipient's risks and issues management procedures and could mean that it is unlikely the project will deliver to meet their forecasts.	upcoming commercial issues with the project which the Grant Recipient does not have capability to resolve.
<b>3. Internal resourcing</b>	Grant Recipient is sufficiently resourced to deliver as agreed. If there are changes to personnel (particularly the resource required as part of WH:LG), the Grant Recipient is taking steps to prevent this from impacting delivery.	Grant Recipient may be hiring new staff to fill vacancies or regularly have staff on leave. This may cause delays to operations (including reporting) and may impact delivery.	The Grant Recipient is severely under-resourced and/or do not have the required FTE specified by the Authority. The lack of resource is having a significant negative impact on delivery. The Grant Recipient are unable to acquire resources to rectify this in the short-medium term.
<b>4. Risk</b>	The Grant Recipient has conducted a competent risk assessment and these risks do not pose an immediate threat to delivery or pose a risk to future delivery. If there are risks, the Grant Recipient has appropriate management plans in place.	The Grant Recipient has identified a few risks which may or may not pose an imminent threat to delivery and/or pose a risk to future delivery. They have an adequate risk management plan in place already and are taking steps towards mitigation. Most key risks were identified by the Grant Recipient, but they may have failed to identify some key project risks.	There is one or more risks that pose an immediate threat to planned delivery. The Grant Recipient may not have reported these risks themselves. The Grant Recipient has not been able to provide satisfactory mitigations (if any) or a management plan for these risks. The Authority's Point of Contact has little confidence that the Grant Recipient has sufficient short, medium, or long-term risk planning.
<b>5. Stakeholder relationship</b>	Stakeholder relationship established with Grant Recipient and good engagement is taking place. Grant Recipients are upfront in disclosing issues and setbacks and there is evidence of good lines of communication between the Authority, the Grant Recipient, consortium members and suppliers/third parties.	Grant Recipient may be slow to reply, unresponsive to emails, but this is not having a significant impact on delivery. They still attend monthly meetings and provide the Authority with updates on the progress they have made. They can sometimes relay communications between the Authority and third parties when necessary.	Grant Recipient is very unresponsive and does not generally engage with the Authority's Point of Contact. They often miss meetings and do not respond to emails or calls from the Authority. The Grant Recipient has been evasive and does not disclose issues on the project, they may be deceitful and often provide misinformation to the Authority intentionally or otherwise.

Table 6: Delivery Confidence Assessment matrix

<b>1. KPI Delivery</b>	<b>2. Commercial assurance</b>	<b>3. Internal resourcing</b>	<b>4. Risk</b>	<b>5. Stakeholder relationship</b>	<b>Total</b>
40%	25%	10%	15%	10%	100%

Table 7: Delivery Confidence Assessment weighting

195. The Authority reserves the right to modify the DCA categories or weightings illustrated in tables 6 and 7 at any time. The Authority will communicate any change to the DCA and DCA weighting strategy a minimum of one month prior to any change coming into effect.
196. Any Remediation, Recovery, or other Plan to improve delivery must be agreed between the Parties as soon as reasonably practicable, and in any event before the end of the Funding Period.
197. The Authority expects that the Grant Recipient should institute any actions from any Remediation Plan or otherwise as soon as possible to provide assurance to the Authority and bring performance in line with forecasts.
198. The Authority may request further information from the Grant Recipient to support the development of the DCA and/or the Monthly Report.
199. The Authority may escalate, where appropriate, risks that are highlighted by the DCA.
200. The Authority may request reviews of delivery to assess the overall performance of the Grant Recipient. The Grant Recipient will provide an update on delivering the outcomes for the Funding Period in line with their proposal and this MoU. The Authority will produce a DCA, based on this update and the information from performance levels from Monthly Reports. In the event that a review shows the Authority will not be able to utilise the allotted grant allocation, then the Grant Recipient will work with the Authority on recovery to identify any resulting underspend and facilitate the prompt return of that underspend to DESNZ.

## Performance Management – Triggers and Escalations

201. The Authority reserves the right to modify the processes set out in **paragraphs 200-209 and 265 - 267** at any time. The Authority will communicate any change at least one month prior to any change coming into effect.

### Performance Against Policy Rules by Project Completion:

202. The Grant Recipient is required to meet the following policy aspects on average across their project, by Project Completion. The Authority reserves the right to monitor the Grant Recipient's progress in meeting these aspects on a monthly basis, and may take action to support the Grant Recipient to do so if required:
- 1) Cost caps per property for energy performance and low carbon heating measures (**paragraph 29-31**).
  - 2) Measure price limits provided under the NDA.
  - 3) Social housing, to be capped at a maximum of 10% of a project's total homes by Project Completion (**paragraph 42**).
  - 4) A&A costs, which must represent no more than 15% of total project Spend by Project Completion (**paragraph 3434**).

### KPI Triggers

203. If KPIs indicate underperformance against forecasts due to exceeding the maximum acceptable variation as stated in the Performance Level Ratings (ranked as amber or red) in Table 5, the Grant Recipient will be required to discuss the reasons for the underperformance



with the Authority and should be prepared for that discussion, with proposals for its improvement, within 5 working days of submitting the KPIs. Consistent underperformance may result in escalation as per **paragraphs 264-266**.

- (1) If the Authority's overall DCA assessment indicates underperformance, the Grant Recipient will be required to discuss the reasons for the underperformance with the Authority at the subsequent monthly meeting and provide proposals for its improvement. Consistent underperformance may result in escalation as per **paragraphs 264-266**.
- (2) Grant Recipients must ensure that the Authority's DCA assessment outcomes are communicated upwards within the Grant Recipient's organisation, to promote prompt action and encourage improved performance.

204. Grant Recipient non-attendance at 2 consecutive monthly meetings will result in an escalation by the Authority as per **paragraphs 264-266**.

205. Remediation and Recovery Plans will be assessed on a specific and case by case basis and will be agreed between both Parties. The Authority reserves the right to request a Remediation Plan if it is deemed by the Authority that delivery performance is irregular or erratic, even if the triggers defined in **paragraphs 202-203** are not breached.

206. The Authority may at its sole discretion waive the requirement for a Remediation Plan, such as in instances whereby triggers are breached but KPI performance has demonstrated acceptable improvement.

207. In any instances whereby the Grant Recipient is achieving the minimum performance standards, it may be appropriate to consider whether the Grant Recipient can deliver more than the current forecast. If so:

- (1) The Grant Recipient may approach the Authority through the scheduled monthly meeting or other means, with any proposal to deliver more than is included within their forecast if current performance is adequate.
- (2) The Authority may approach the Grant Recipient to discuss whether the Grant Recipient can deliver more than is included within the current forecast.
- (3) The Grant Recipient must provide the Authority with a proposed delivery forecast to illustrate the additional homes to be upgraded if they intend to increase their delivery from the existing forecast. The Authority will make an assessment and communicate the result with the Grant Recipient. If agreed, the Grant Recipient must submit a Change Request in accordance with **paragraphs 154-159**.

208. If the Grant Recipient agrees a Remediation Plan, and the Authority determines during that period that the Remediation Plan will not provide the necessary results, the Authority may consider and take further action, such as diverting forecasted funds from the Grant Recipient; freezing Batch Submissions, Approvals, and Payments; and requiring return of funds previously transferred to the Grant Recipient (in some circumstances, return of funds to DESNZ before Project Completion).

209. The Authority reserves the right to ask Grant Recipients to allocate a consultant, to support the Grant Recipient during, or during part of, the Scheme, if required. The Grant Recipient will work with the consultant and make available all relevant materials.

210. The Authority reserves the right to amend the approach to Performance Management set out above when managing performance across financial years.
211. In-year Spend rules mean that a Grant Recipient must return underspend to DESNZ at the end of the financial year.

## Termination and Scheme Exit

212. DESNZ reserves the right to update the process for MoU Exit to accommodate any reasonable change in documentation or process and will communicate this to the Grant Recipient as soon as reasonably practical.
213. The Grant Recipient is expected to take part in any final meetings with the Authority prior to MoU exit as part of performance management, project closing procedures, or otherwise.
214. Following MoU Exit, the Grant Recipient is expected to comply with all obligations with regards to audit, data, record keeping and any other residual or legislative obligations within this MoU.
215. The Grant Recipient will comply with all obligations for return of unspent or requested funds, in accordance with the provisions of this MoU.
216. The Grant Recipient must comply with all reporting requirements up to and including the month of MoU Exit and submit any final reports, to be submitted 25 days after the funding period, or within 1 month of MoU Exit, whichever comes first.
- (1) At Project Completion, the Authority will provide the Grant Recipient a project closure letter. This document provides a method for Grant Recipients to return their signed declaration as required under this MoU, Appendix 2 (Grant Determination Letter), Part B of the Grant Determination Letter. Once the final audits of the project are complete, the Chief Executive and Chief Internal Auditor must sign the letter confirming the statements included in this section and return the signed copy to the Authority.
  - (2) Where the Authority requires the Grant Recipient to prepare an Exit Plan as preparation for MoU Exit and/or the cessation or transfer of the funded activities, the Grant Recipient shall prepare an Exit Plan within 25 working days of the request by the Authority, for agreement prior to MoU Exit. The Grant Recipient is expected to comply with the obligations set out between **paragraph 212 and 220**. Further details of the process including relevant guidance and templates will be shared by the Authority at a later date.
217. If the Grant Recipient wishes to terminate this MoU, this request must be escalated through the process outlined in **paragraphs 265-267**.
218. The Authority may terminate this MoU if the Grant Recipient breaches any of the obligations of this MoU in a material respect. The Authority may also terminate this MoU if the Authority has reasonable grounds to consider that the Grant Recipient is failing to improve delivery of the funded activities in accordance with a Remediation Plan agreed with the Authority (per **paragraphs 148-149**), has unreasonably failed to provide or agree to a suitable Remediation Plan, or is in breach of the scope of eligible activity under WH:LG.

219. Without prejudice to the preceding paragraph and any other provisions of this MoU, the Authority may terminate this MoU for any reason by reasonable notice in writing and require return of any unspent funding.
220. Without prejudice to any other provisions of this MoU, the Authority may suspend or terminate the Delivery Assurance Check, the Batch Submission process and/or the payment and delivery of the Grant, for any reason by reasonable notice in writing. Where possible, the Authority will consult with the Grant Recipient and have regard to the impacts on the Grant Recipient before triggering suspension or termination.

## Monitoring, Evaluation and Audit

221. The Grant Recipient will support all activities in relation to monitoring, evaluation and audit – including any necessary or random spot-checks. The Grant Recipient will:
- (1) Respond fully, truthfully and promptly to any enquiries the Authority, 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).
  - (2) Allow the Authority, the Comptroller and Auditor General, and their representatives, access to all relevant documents and records, and reasonable access for inspecting any relevant site.
  - (3) Where requested, ensure that any information or evidence provided to the Authority, 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.
  - (4) Give reasonable assistance to the Authority 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 Authority's ongoing monitoring and evaluation commitments.
  - (5) Cooperate with the Authority on related evaluation projects (e.g., the Warm Homes: Social Housing Fund (WH:SHF), the Smart Meter Enabled Thermal Efficiency Ratings (SMETER) Innovation Programme) and cooperate with the Authority's appointed advisers.
  - (6) Provide a full Monthly Report to the Authority via the secure reporting system. Please see **Annex 4** for the data requirements of this system. (see **paragraph 146**).
  - (7) Include these data collection requirements in all relevant contracts with installers and delivery partners, ensuring they understand and accept them. Make available Template Privacy Notice between Grant Recipients and household (see **Annex 5**) to all data subjects, prior to the collection of data, to support compliance with data processing transparency requirements.
  - (8) Agree and sign a standardised Data Sharing Agreement (DSA) (in the form set out at **Annex 13**) between the Grant Recipient and the Authority prior to the transfer of the above data. This will include but is not limited to fraud and error data, debt recovery and if necessary, prosecution.
  - (9) Demonstrate sufficient staffing resource in at Deliverance Assurance Check Stage to manage the above requirements to an effective level of quality and maintain this level of resource for the full project duration.
  - (10) Provide the Authority with any audit reporting conducted by the Grant Recipient, or an appointed external party, or audit materials produced in relation to the Grant Spend or

use. The Grant Recipient must notify the Authority of any audit activity conducted, including timeline and purpose.

## Record Keeping

222. The Authority and the Grant Recipient will keep for **10 years**, records relating to any Spend funded (or defrayed) by the Grant. Such records should indicate:
- 222.1.1. The identity of any third party concerned and their business.
  - 222.1.2. The amounts any third party has been given.
  - 222.1.3. The purpose for which the money was spent.
  - 222.1.4. Evidence that contracts have been allocated in accordance with public procurement law where they are required to be.
  - 222.1.5. Details of and information relating to any significant sub-contracting by the Grant Recipient.
  - 222.1.6. Details of any fraud cases including number and types of cases raised; levels of fraud/error prevented, fraud/error detected; debt raised/recovered; admin/corrective action taken; prosecution initiated.
223. The Grant Recipient shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure; income generated by the Funded Activities during the Funding Period for a period of 10 years from the date on which the Funding Period ends.
224. The Grant Recipient shall ensure that all its sub-contractors follow appropriate measures for record keeping for activity relating to the Funded Activities.
225. The Grant Recipient shall ensure that records pertaining to quality compliance and / or risk assessments are retained for a period of 10 years.
226. The Grant Recipient will comply with the outlined record requirements for fraud and retain these records for a period of 10 years. The Grant Recipient will manage record keeping and will provide access to records in the case of audit in line with **paragraphs 221 and 229**.

## Data protection

227. The Parties shall comply with the terms of the Data Sharing Agreement entered into by the Parties (provided separately which shall be in the form set out in **Annex 13**).
228. The Authority shall process personal data of Grant Recipient employees, workers, agents and contractors and, if applicable, a delivery partner's employees, workers, agents and contractors, if a delivery partner is procured by the Grant Recipient, in accordance with the privacy notice set out at Annex 5: Privacy Notice between the Authority and Grant recipient. The Authority may update the privacy notice at Annex 5 from time to time. The Grant Recipient shall provide a copy of the privacy notice at Annex 5 to Grant Recipient employees, workers, agents and contractors and, if applicable, delivery partner employees, workers, agents and contractors, if a delivery partner is procured by the Grant Recipient, and shall, following any update to the privacy notice at Annex 5, provide the updated privacy notice to Grant Recipient employees, workers, agents and contractors and, if applicable, employees, workers, agents and contractors

of their delivery partners within 10 working days of being notified by the Authority in writing of such update.

229. The privacy notice at Annex 3: “(DRAFT) Template Privacy Notice for Installers, Householders and Landlords” is provided for use by the Grant Recipient. Use of this document is optional, and if the template document is used it should be reviewed and amended by the Grant Recipient to align with its own data arrangements. The provisions set out at “Annex 6: Template Privacy Notice Guidance” include guidance on the implementation of the template privacy notice and obligations on the Grant Recipient. The Grant Recipient shall comply with the obligations set out in Annex 6. The Grant Recipient acknowledges that any guidance contained in Annex 6 does not constitute legal advice.

## Freedom of information

230. The Parties may be obliged to disclose information relating to WH:LG, the Grant, and the Proposal under the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or under another requirement of law.
231. The Parties will assist and cooperate with each other as reasonably requested to facilitate compliance with those requirements. If a Party receives a request for the disclosure of information relating to the other Party in connection with WH:LG, that Party will promptly inform the other Party, unless doing so would breach a legal obligation.
232. Except to the extent set out in **paragraphs 222 - 226** of this MoU or where disclosure is expressly permitted, the Grant Recipient is expected to treat all Confidential Information belonging to the Authority as confidential and should not disclose any Confidential Information belonging to the Authority to any other person without the prior written consent of the Authority, which may include the requirement to enter into a non-disclosure agreement.
233. Nothing in **paragraphs 222-226** may prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:
- (1) For the purpose of the examination and certification of the Authority’s accounts; or pursuant to section 6(1) of the National Audit Act 1983 or the economy, efficiency and effectiveness with which the Authority has used its resources; or
  - (2) to any government department, consultant, contractor or other person engaged by the Authority, provided that in disclosing information, the Authority only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate; or
  - (3) where disclosure is required by Law, including under the enactments listed in **paragraph 230**.
234. Nothing in **paragraphs 222-226** may prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under this MoU in the course of its normal business, to the extent that this does not result in a disclosure of the other Party’s Confidential Information or an infringement of the other Party’s Intellectual Property Rights.

235. The Authority reserves the right to halt payment, request repayment of funds or terminate the MoU and potentially impose future restrictions of fund allocation on similar schemes and well as use formal legal procedures, in line with the outlined processes, in cases of significant risk or concern of disclosure of Confidential Information.
236. The Grant Recipient acknowledges that it may become ineligible for Grant support and may be required to repay the Grant fund monies back under the Grant if it engages in disclosure of Confidential Information.
237. In the event that the Authority provides information in response to a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, the Authority may make that response publicly available for the purposes of transparency.

## Intellectual property

238. In undertaking the Proposal, the Grant Recipient will not infringe the intellectual property rights of any third party.
239. Where the Proposal gives rise to the generation of any intellectual property, the Grant Recipient will not subsequently seek to make profit from the use of such intellectual property, for example through charging for licences.
240. Unless otherwise agreed, in writing, by the Authority, the Grant Recipient grants the Authority a non-exclusive royalty free perpetual licence to use and sub-licence any intellectual property created whilst delivering the Proposal.
241. The Grant Recipient agrees to grant a non-exclusive royalty free perpetual license to use and sub-license all reporting, monitoring and application data or data related to the Scheme that has been funded through provision of the Grant. Where the Grant Recipient creates data, learning material or technical systems in relation to the Scheme or Scheme delivery the Grant Recipient agrees to grant the Authority access to these materials and grants the Authority with a non-exclusive royalty free perpetual license to use and sub-licence.

## Compliance with the law

242. The Grant Recipient 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, bribery, modern slavery, and subsidy control).
243. In signing this MoU, the Grant Recipient confirms that use of the Grant is for the purpose of the Proposal and in accordance with the MoU is in compliance with all laws and regulatory requirements.

## Anti-discrimination

244. The Grant Recipient will comply with the requirements of the Equality Act 2010 and avoid any unlawful discrimination.

245. The Grant Recipient should refer to **paragraph 94** under ‘Safeguarding’ for an example of how this applies to retrofitting properties occupied by households with certain protected characteristics. This example is non-exhaustive.

## Responsibility for employees, contractors, agents and partners

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

## Warranties

247. The Grant Recipient warrants that:
- (1) It has full capacity and authority to deliver the Proposal and to enter into this MoU.
  - (2) It will obtain any consents necessary to undertake the Proposal.
  - (3) The information and evidence in the Proposal remains true, complete and accurate, and that its circumstances have not materially changed since submitting the Proposal.
  - (4) If upon submitting a Batch the circumstances have materially changed since submitting the Proposal, the Grant Recipient warrants that it will inform the Authority.
  - (5) 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.
  - (6) If the Grant Recipient chooses to use electronic signing, then this will be done through secure means only.
  - (7) It accepts the provisions and principles of this MoU and expression of interest requirements and will comply with the necessary change control procedures in the event of any change of circumstance.

## Limitation of liability

248. The Grant Recipient confirms that DESNZ’s liability to the Grant Recipient is limited to payment of the Grant (subject to the Grant Recipient meeting the commitments and principles of this MoU and its Annexes and to the Authority’s rights set out herein). The Grant Recipient remains entirely responsible for its risks and liabilities in undertaking the Proposal, and the Authority will have no liability for any consequence(s), direct or indirect, that may arise through the Grant Recipient’s undertaking of the Proposal or its use of the Grant or through the exercise of any of the Authority’s rights as set out in this MoU (or any failure to exercise such rights). For the avoidance of doubt, DESNZ will not be liable to pay any of the Grant Recipient’s costs or those of any contractor/supplier of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.

## Insurance

249. The Grant Recipient will ensure that it has, and maintains, adequate insurance with an insurer of good repute, to cover any claims or demands which may be brought or made against it by any person suffering any injury, damage or loss in connection with the Funded Activities, or this MoU.

250. The Grant Recipient will upon request produce to the Authority its policy or policies of insurance, or where this is not possible, a certificate of insurance issued by the Grant Recipient's insurer, clearly stating that the relevant premiums have been paid.
251. Where a Grant Recipient is self-insured, such an arrangement must be confirmed in writing to the Authority. Said written confirmation must also include a binding undertaking to cover any claims or demands which may be brought or made against it by any person suffering any injury, damage or loss in connection with the Funded Activities, or this MoU.

## Marketing

252. The Authority will inform the Grant Recipient when public communication materials and marketing for Scheme milestones and delivery are released and may provide Ministerial quotes for use. Where necessary, the Authority will engage with the Grant Recipient's press team to incorporate these quotes into communication materials.
253. The Grant Recipient agrees that the Authority may publicise in the press, or via any other medium, details of the Grant received, as well as Funded Activities. Where applicable, figures will be confirmed with the Grant Recipient before publication.
254. The Grant Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs, and case studies that will assist the Authority in its promotional and other events relating to the Funded Activities.
255. The Grant Recipient is responsible for promoting the Scheme in their local authority area using a combination of digital and traditional marketing strategies, including web content, social media, printed materials, and in-person interactions with residents. This include the promotion of the DESNZ CAI (Consumer Advice & Information) Eligibility Checker and Referral Portal (and future systems) related to the WH:LG.
256. The Grant Recipient should demonstrate the integration of equality, diversity and inclusion (EDI) considerations when creating their marketing campaigns to maximise inclusivity and involvement in the Scheme. Marketing materials should strive to include good representation from the 9 protected characteristics listed in the Equality Act as well as target all aspects of the community as far as possible.
257. Grant Recipients are encouraged to adapt their marketing strategy as needed during the implementation of the program, utilising various communication channels and outreach efforts to increase awareness and participation among households.
258. The Grant Recipient will ensure that contacts including phone number and email address to contact the project team and Chief Executive in the local authority are up to date for engagement from the Authority regarding, but not limited to, visits, press enquiries, quotes and senior engagement.

## Case Studies

259. The Grant Recipient will comply with all reasonable requests from the Authority to provide case studies; photos; good news stories and relevant intel on the delivery of measures across the lifetime of the Scheme.



260. The Grant Recipient agrees that any case studies provided may be used in public facing promotional activities by the Authority, as outlined in **paragraphs 252 to 258** and that the Authority can retain these materials for internal and external learning purposes.
261. Where required, the Authority will obtain permission from the Grant Recipient to share these case studies with other grant recipients.

## Further funding

262. The Authority is under no obligation to provide the Grant Recipient with any further funding in respect of the Proposal or for any other purpose. However, should further funding become available, additional allocations could be considered, subject to agreement between the Grant Recipient and the Authority. Performance under this MoU may be considered in decisions relating to the use, return, or redistribution of underspend, or in the distribution of additional funding.

## Conflict of Interest

263. Conflicts of Interest must be included in the risk register for the project. The Grant Recipient is expected to report any current or arising conflict of interest to the Authority as it arises over the lifetime of the Scheme and to manage these conflicts.
264. The Grant Recipient may be required by the Authority to agree steps to manage conflicts of interest. Where instances of conflict of interest cannot be managed, the Authority may request a Remediation Plan. Any residual issues will be managed on a case-by-case basis and may be escalated in line with the processes outlined in this MoU.

## Issue Escalations

265. The Grant Recipient shall escalate issues to the Authority throughout the project lifecycle and is not expected to reserve escalations solely for the monthly meeting.
266. If the Authority or the Grant Recipient has any issues, concerns or complaints about WH:LG, or any matter in this MoU, that Party will notify the other Party and both Parties will then seek to resolve the issue by a process of consultation as soon as reasonably practical. If the issue cannot be resolved within **21 calendar days**, the matter will be escalated to the senior management teams of both Parties, which will decide on the appropriate course of action to take. If the matter cannot be resolved by the senior management teams within **60 calendar days**, the Parties will consider mediation as an alternative dispute resolution process. Notwithstanding this timeline, either Party reserves the right to expedite escalation if the matter requires urgent attention.
267. If a Party receives legal claims made by a supplier or any other person in relation to WH:LG, that Party will promptly inform the Point of Contact (or its nominated representatives) of the matter.

## Business Continuity and Disaster Recovery

268. In the case of national disaster, extraordinary, or extenuating national circumstances which impact the delivery of the Grant Recipient, the Grant Recipient may be requested to submit a

Remediation Plan, a Recovery Plan or a Change Request within an agreed and reasonable timeframe. Any Plan or Change Request shall be agreed with the Authority. The Grant Recipient shall ensure that any Plan should incorporate or adhere to the relevant national guidelines as applicable at the time of submission, or as specified by the Authority. The Authority may follow the performance escalation strategy as outlined in **paragraphs 201 - 211** should there be a need to escalate during this period, but may adopt an accelerated escalation strategy, should the circumstances merit it.

269. The Grant Recipient may be requested to update the risk register and to notify the Authority to work through the recommendations to address the concerns.

## Dispute Resolution

270. The Authority will provide a point of contact for the Grant Recipient. The Grant Recipient may refer to this point of contact should any disputes arise. Details on the point of contact, process, and anticipated timeframes will be shared by the Authority prior to Batch delivery. The Authority will inform the Grant Recipient of any changes to this process.
271. The Grant Recipient is responsible for managing consortia disputes and should inform the Authority of any issues that may affect performance under the Scheme.

## Further Requirements

272. The Grant Recipient will need to ensure that they are registered as a supplier on the Jaggaer system within 10 calendar days of signing this MoU on the request of the Authority. The Jaggaer system is a central pipeline tool used by the Authority and will be used to create a record of this agreement with the Department. Jaggaer records are internal. Please see the support documents for: Supplier FAQ's (JAGGAER) for more information about registering on Jaggaer. <https://beisgroup.ukp.app.jaggaer.com/esop/ogc-host/public/beisgroup/web/login.jst?VISITORID=1fe2a30d-3ad3-4c58-8eff-cfd22fc2bbd6&ncp=1644416375065.36391-1>
273. Following feedback from existing Grant Recipients, DESNZ has supplied the below relating to its internal Digital procurement service, JAGGAER.
274. The Jaggaer system is a central pipeline tool used by the Authority and will be used to create a record of this agreement with DESNZ. These records are then collated and presented in a number of formats, to demonstrate the work of DESNZ. A complete, accurate, and up-to-date Jaggaer database is therefore essential, hence the need for Grant Recipients to register themselves accordingly, as a supplier.

## References

275. 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

276. The Grant Recipient will be able to contact DESNZ using the following email address:  
[WH:LG.delivery@energysecurity.gov.uk](mailto:WH:LG.delivery@energysecurity.gov.uk)
277. The Grant Recipient's contacts for the Authority are detailed below (Table 8). Other contacts will be added. If any updates are made, the Grant Recipient will be notified as soon as reasonably practical.

Name	Organisation	Role	Email address

Table 8 – Grant Recipient's key contacts

278. The Authority will use the contact details for the Grant Recipient as provided in the Expression of Interest unless the Authority is notified of updates by the Grant Recipient. The Grant Recipient will notify the Authority of any updates as soon as reasonably practicable.

## Assignment

279. The Grant Recipient 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 Authority.

## Status of MoU

280. 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 the MoU intending to honour all their commitments under it.
281. 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 any commitments for or on behalf of the other Party. Accordingly, the Grant Recipient will not hold itself out as having any such relationship with DESNZ.

Signed for and on behalf of **DESNZ**.

MEMORANDUM OF UNDERSTANDING FOR WARM HOMES: LOCAL GRANT

<b>Signature</b>	<b>Date</b>
<b>Name</b>	
Shaun Garvey	
<b>Position</b>	
Deputy Director, Net Zero Buildings, Domestic, Department for Energy, Security & Net Zero	
Signed for and on behalf of the <b>Grant Recipient.</b>	
<b>Signature</b>	<b>Date</b>
<b>Name</b>	
<b>Position</b>	

## Documents to be provided

Table 9: Documentation to be provided by the Grant Recipient before the Grant will be released and once the Grant Recipients have been notified that their Expression of Interest has been successful.

What must be provided?	Annex	Other information
A signed copy of this MoU	This document	
A signed copy of the Section 151 or Section 73 Officer declaration	Annex 1	See below
A completed and signed Grant Claim Form including Bank Details (AP1A Form)	Annex 2	See below
A completed Oracle LA Registration Set-up Form	Annex 7	Provided alongside the MoU
A completed and signed copy of the Energy Efficiency Installation Checker Data Sharing Agreement	Annex 11	Provided alongside the MoU  Note: Grant Recipients do not have to sign if organisation already has an active DSA in place for the Energy Efficiency Installation Checker, as it was signed as part of previous scheme delivery.
A signed copy of the Non-Disclosure Agreement	Annex 12	Provided alongside MoU
A completed and signed copy of the Data Sharing Agreement	Annex 13	Provided alongside MoU
A completed RISE Self-Assessment Form (followed by a Diagnostic call)	Annex 14	Link provided below, see also paragraph 67

Table 10: Additional documentation to be completed or acknowledged by the Grant Recipient as required.

Additional documentation	Annex
Template Privacy Notice for installers, householders and landlords	Annex 3 (See below)
Monitoring and Evaluation Data Dictionary template	Annex 4 (See below)
Privacy Notice between the Authority and Grant Recipient	Annex 5 (See below)
Scheme Participant Privacy notice guidance	Annex 6 (See below)
DESNZ Supplier Code of Conduct	Annex 8 (See below)
Fraud Risk Assessment Template	Annex 9 (Provided alongside the MoU)
Fraud Management Plan	Annex 10 (Provided alongside the MoU)
Fraud Risk Assessment Guidance	Annex 15 (Provided alongside the MoU)
Energy Efficiency Installation Checker: User Access Policy	Annex 16 (Provided alongside the MoU)
Fraud, Error and Non-Compliance Reporting Guidance	Annex 17 (Provided alongside the MoU)

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

In my position as the Section 151 or Section 73 Officer for <insert\_123\_Grant Recipient>, I confirm that:

- a) <insert\_123\_Grant Recipient> will accept the grant funding that has been offered through the Warm Homes Local Grant.
- b) The information and evidence pertaining to this grant claim is complete, true and accurate.
- c) <insert\_123\_Grant Recipient> will ensure the delivery of the Services in accordance with the terms of the Proposal; and
- d) <insert\_123\_Grant Recipient> will comply with the provisions of the Memorandum of Understanding in connection with its delivery of the Proposal.

Signature:	
Name:	
Position:	
Date:	

## Annex 2: Grant Claim Form

REQUESTER DETAILS	
Grant Recipient	<insert_123_Grant Recipient>
Bank Details	
Purchase Order Number (Provided by DESNZ after MOU has been signed by both parties)	
Contact Name	
Telephone Number	
Email Address	

CLAIM DETAILS	
Warm Homes Local Grant Total to be Claimed	<insert_123_Grant Amount specific FY>
Date of Claim	
Claims may include VAT that DESNZ is not able to reclaim from HM Revenue & Customs or not likely to become able to claim.	

SECTION 6: SENIOR LOCAL AUTHORITY OFFICER'S DECLARATION
<p>I confirm that I have considered the Grant Recipient's Proposal against which this Grant claim is made, as well as the principles set out in the Memorandum of Understanding for WH:LG, and that:</p> <p>a. The information and evidence pertaining to this Grant claim is complete, true and accurate.</p> <p>b. We will comply with the principles set out in the Memorandum of Understanding.</p> <p><b>Signed:</b></p> <p><b>Printed name:</b></p> <p><b>Position:</b></p> <p><b>Date:</b></p>



Department for  
Energy Security  
& Net Zero

## **Annex 3: Privacy Notice for installers, householders and landlords**

Annex 3 will be published on the [Department for Energy Security and Net Zero \(DESNZ\) - Personal Information Charter](#). The WHLG Team will notify you by email when Annex 3 becomes available.



## Annex 4: Monitoring and Evaluation Data Requirements

The Grant Recipient will provide data and information in accordance with the Monthly Report Template for monitoring and evaluating purposes which will be requested as part of the Monthly Report, this includes (but may be subject to change): Application or Property Details Information, Installed Measures, Installer Details, Key Performance Indicators (KPIs) and their forecast.

In accordance with **paragraph 227 - 229**, the Authority, the Grant Recipient and its contractors, partners or agents will comply with the UK GDPR and the Data Protection Act 2018. The Authority will ensure the final version of this template, and accompanying Data Sharing Agreement (see **Annex 13**), support compliance but it is the responsibility of the Grant Recipient to ensure appropriate processes are implemented across delivery to ensure compliance.

The Monitoring and Evaluation Data Dictionary will be uploaded to gov.uk alongside the Monthly Report Template.

Project Summary and Application Baseline	Project ID
Project Summary and Application Baseline	Grant Recipient Name
Project Summary and Application Baseline	Single project/ consortium
Project Summary and Application Baseline	Consortium partner IDs (if applicable)
Project Summary and Application Baseline	Consortium partner names (if applicable)
Project Summary and Application Baseline	Total grant funding capital
Project Summary and Application Baseline	Total grant funding A&A
Project Summary and Application Baseline	Total homes to be upgraded
Project Summary and Application Baseline	Grant Recipient size
Project Summary and Application Baseline	Region
Project Summary and Application Baseline	Postcode
Project Team	Lead Project team names
Project Team	Lead Project Team contact information (email and phone?)

Project Team	Lead project Delivery Partner name(s) & roles (Principle Contractor, installer, Retrofit coordinator, turnkey etc.)
Project Team	Consortium partner org names (if applicable)
Project Team	Consortium partner Project team names
Project Team	Consortium partner project team contact information (email and phone?)
Project Team	Delivery Partner name(s) & roles (Principle Contractor, installer, Retrofit coordinator, turnkey etc.)
Project Team	Evaluation partner (if applicable)
Project Team	Oversight 1 SPOC
Project Team	Oversight 2 Regional lead
Project Team	Oversight 3 PSO/ PAM
Project Team	Oversight 4 DESNZ contact
Baselines	Project Team Established (Milestone)
Baselines	Procurement timelines provided (milestone)
Baselines	Procurement Activity Completed (Milestone)
Baselines	Mid-mobilisation review successful (milestone)
Baselines	Delivery Assurance Check successful (milestone)
Baselines	Homes Validated (KPI)
Baselines	Homes assessed (KPI)
Baselines	Homes started installation (KPI)
Baselines	Homes Treated (KPI)
Baselines	Homes to EPC C
Baselines	Baseline Grant Capital Spend
Baselines	Baseline Grant A&A Spend
Baselines	Baseline Total Project Spend
Project update	Month
Project update	Project RAG
Project update	Progress Update
Project update	Plan for Next Month
Project update	Homes approached
Project update	Reason for homes approached not receiving installations
Project update	Lessons Learned/Other Information (optional)
Actuals / Forecasts	Project Team Established (Milestone)
Actuals / Forecasts	Procurement Activity Completed (Milestone)
Actuals / Forecasts	Homes Validated (KPI)
Actuals / Forecasts	Homes Assessed (KPI)
Actuals / Forecasts	Homes started installations (KPI)
Actuals / Forecasts	Homes Treated (KPI) (with at least one measure)

Actuals / Forecasts	Home Completed (KPI)
Actuals / Forecasts	Homes to EPC C
Actuals / Forecasts	Grant Capital Spend
Actuals / Forecasts	Grant A&A Spend (for WH:SHF - SP only)
Actuals / Forecasts	Grant Admin Spend
Actuals / Forecasts	Grant Ancillary Spend
Risks & Issues	Risk ID
Risks & Issues	Risk Description
Risks & Issues	Risk Category
Risks & Issues	Risk Category - Other (if applicable)
Risks & Issues	Risk owner - to test need with LAs
Risks & Issues	Cause
Risks & Issues	Effect
Risks & Issues	Likelihood
Risks & Issues	Impact
Risks & Issues	Score
Risks & Issues	Planned Actions
Risks & Issues	Contingency Plans
Risks & Issues	Risk status
Risks & Issues	Date closed
Risks	Reason for Risk Closure
Fraud and Error	Reference number
Fraud and Error	Reporting Type
Fraud and Error	Who committed fraud, error non-compliance
Fraud and Error	Summary of Risk
Fraud and Error	Category of risk areas
Fraud and Error	Category of risk areas - other
Fraud and Error	Case started
Fraud and Error	How was the suspected fraud, error or non-compliance identified?
Fraud and Error	How was the suspected fraud, error or non-compliance identified - other
Fraud and Error	Value/estimated value of fraud, error or non-compliance
Fraud and Error	Property Address (if applicable)
Fraud and Error	Installer Name (if applicable)
Fraud and Error	Action Owner
Fraud and Error	Recommendations and Comments
Fraud and Error	Substantiated/Not Substantiated
Fraud and Error	Resolution/Action taken

Fraud and Error	outstanding Debt value
Fraud and Error	Case End date
Fraud and Error	Outcome
Finance	Drawdown/ Batch amount
Finance	Amount paid
Finance	Date paid
Finance	Payment received? (yes/no)
Properties & Measures	Property Address (first line)
Properties & Measures	Town
Properties & Measures	Postcode
Properties & Measures	UPRN (from API?)
Properties & Measures	Batch ID
Properties & Measures	Property Archetype
Properties & Measures	Pre-Installation Heating Fuel Source
Properties & Measures	Tenure Type
Properties & Measures	Measures installed on previous HUG or LAD schemes
Properties & Measures	Household eligibility pathway
Properties & Measures	Pre-Installation SAP Score
Properties & Measures	Pre-Installation SAP certificate number
Properties & Measures	Post Installation SAP Score
Properties & Measures	Post Installation SAP certificate number
Properties & Measures	Ancillary (non-measure) cost for this property
Properties & Measures	On or off gas grid property
Properties & Measures	Status of home
Properties & Measures	Occupant Name
Properties & Measures	Occupant Email Address
Properties & Measures	Occupant Contact Number
Properties & Measures	Landlord Email Address
Properties & Measures	Landlord contact number
Properties & Measures	Has occupant been issued a PN? Ask, but in a streamlined way (e.g. 1x tick box for bulk upload)
Properties & Measures	TM Project Reference Number
Properties & Measures	TM Reference number (UMR- unique measure reference)
Properties & Measures	MCS Reference Number
Properties & Measures	Installer Name/ TM License No. (drop down from installer info or API from TM)
Properties & Measures	Measure Type
Properties & Measures	Other measure

Properties & Measures	Total Cost of Single Measure Installation (£) - need to set criteria. E.g. all costs that are for that measure, but no more - check whether TM collect this
Properties & Measures	Date of Starting Installation
Properties & Measures	Date of Completing Installation
Installers	Installer Name
Installers	Installer Email Address
Installers	Installer Phone Number
Installers	Has installer been issued a PN? Ask, but in a streamlined way (e.g. 1 tick box for bulk upload)
Installers	Trustmark Business License Number



Department for  
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## Annex 5: Privacy Notice between the Authority and Grant Recipient

### **Grant Recipient and Delivery Partner Employee Privacy Notice**

#### **WHO WE ARE**

The Authority gathers and processes your personal data in accordance with this Privacy Notice and in compliance with relevant data protection law. Please carefully read this Privacy Notice to understand how we collect, process and share your personal data and the measures we take to protect it.

This Privacy Notice sets out how the Authority will use personal data relating to Grant Recipient employees, workers, agents and contractors and employees, agents, workers and contractors of delivery partners, where a delivery partner is procured by the Grant Recipient, where this personal data is provided by the Grant Recipients or delivery partners in connection with their expression of interest under the Warm Homes Local Grant (**WH:LG**), subsequent implementation of WH:LG, communications and relationship management and sets out your rights.

This Privacy Notice has been prepared in relation to compliance under Articles 13 and 14 of the UK General Data Protection Regulation (UK GDPR).

In this notice:

**Grant Recipient** means a local authority, Net-Zero Hub, or consortium expressing an interest under WH:LG;

**the Authority** means the Department for Energy, Security and Net Zero.

#### **HOW AND WHY WE USE YOUR PERSONAL DATA**

##### **Data subjects**

The Authority will process personal data relating to a Grant Recipient's employees, workers, agents and contractors and, where a delivery partner is procured by a Grant Recipient, employees, workers, agents and contractors of the delivery partner.

##### **The personal data**

The Authority will process the following personal data:

- Names and contact details;
- Job role;
- Employer; and

- Contents of communications (e.g. email) to the extent this contains personal data.

### Purpose

The purpose(s) for which the Authority is processing your personal data:

- **Relationship management:** utilising our in-house Customer Relationship Management (CRM) system to enable better relationship management;
- **Expression of interest:** in the consideration of the Grant Recipient's expression of interest;
- **Implementation under WH:LG:** in relation to the subsequent implementation under WH:LG if the expression of interest is successful; and
- **Communicating with you:** to communicate WH:LG updates, training notices, information on future schemes and opportunities and invitations to relevant events.

### Legal basis of processing

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

### Recipients

There are certain circumstances where we will transfer your personal data to third parties. These include:

- **Authority Delivery Partners and contractors** – any contractor or organisation the Authority appoints to act on their behalf in connection with WH:LG including to oversee the management and delivery of WH:LG projects.
- **Service providers** – Other third parties may process your personal data on our instructions. These include IT suppliers (including website and software providers), email management service providers, cloud hosting providers, database providers and backup and disaster recovery specialists.

Our suppliers and service providers will be required to meet appropriate standards on processing information and security when processing your personal data. The information we provide them, including your personal data, will only be processed in connection with the performance of their function. They will not be permitted to use your information for any purposes other than those outlined in this Privacy Notice.

- **Professional advisors** – we may also appoint third party professional advisors such as legal advisors. These third parties will act as independent controllers and will process your personal data in accordance with their own privacy notice.

Your personal data may also be shared by us in certain scenarios such as:

- where we are required to do so by law, for example by court order or to prevent fraud or other crime;
- if we are exercising our legal rights and / or defending a legal claim your information may be transferred as required in connection with defending such claim or exercising such legal rights; or
- to protect yours', ours' or others' rights, property, or safety.

### Retention

Your personal data will be kept by us for a period of up to 8 years but no longer than needed from the date set for completing the implementation of the Grant Recipient's application under WH:LG or from the last provided update.

### **INTERNATIONAL TRANSFERS**

As part of our IT infrastructure, your personal data will be stored in the UK on systems provided by our data processors - Microsoft and Amazon Web Services. This does not mean we actively share your personal data with these entities; rather, they are technical service providers who host infrastructure supporting our IT systems

### **YOUR RIGHTS**

You have a number of rights in relation to our handling of your personal data. These rights are not applicable in all circumstances and exemptions may apply. Your rights may include:

- You have the right to request information about how your personal data are processed, and to request a copy of that personal data.
- You have the right to request that any inaccuracies in your personal data are corrected.
- You have the right to request that any incomplete personal data are completed, including by means of a supplementary statement.
- You have the right to request that your personal data are erased in certain circumstances.
- You have the right in certain circumstances (for example, where accuracy is contested) to request that the processing of your personal data is restricted.
- You have the right to object to the processing of your personal data.

To exercise your rights please contact the Data Protection officer using the contact below:

### **CONTACT DETAILS**

The data controller for your personal data is the Department for Energy, Security and Net Zero (DESNZ). You can contact the DESNZ Data Protection Officer at:

DESNZ Data Protection Officer  
Department for Energy Security and Net Zero  
3-8 Whitehall Place  
London  
SW1A 2AW  
Email: [dataprotection@energysecurity.gov.uk](mailto:dataprotection@energysecurity.gov.uk)

### **COMPLAINTS**

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



Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF  
0303 123 1113

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

### **UPDATES TO THIS NOTICE**

This Privacy Notice may change from time to time.

If we make changes to this Privacy Notice, the Grant Recipient will provide you with an updated version.

If we make a change that significantly affects your rights or, to the extent we are permitted to do so, significantly changes how or why we use your personal data, we will notify you by email or post if we hold your email address or postal address.

Last Updated: 27 February 2025

## Annex 6: Template Privacy Notice guidance

### Background

This document is for Grant Recipients under WH:LG (the Scheme). It provides guidance on requirements around privacy notice arrangements, as stated in paragraph 229. Annex 3, the Template Privacy Notice for installers, householders and landlords, is being shared with Grant Recipients as an optional aid to support this, but should be reviewed and amended as appropriate by the Grant Recipient.

Grant Recipients are responsible for ensuring installers and delivery partners collect and provide the appropriate information to meet the requirements specified by DESNZ (including for delivery monitoring e.g. as in paragraph 146 of the MoU, scheme evaluation and counter-fraud checks), and for sharing this data with DESNZ and its contracted parties under the provisions set out in the MoU and Data Sharing Agreement. Prior to collecting any data under WH:LG, Grant Recipients are expected to:

- Include DESNZ data collection requirements in all relevant contracts with installers and delivery partners, ensuring they understand and accept them.
- Ensure they display or make available the relevant DESNZ standardised Privacy Notice(s) to all data subjects, prior to the collection of data, to support compliance with data processing transparency requirements.
- Agree and sign a standardised Data Sharing Agreement; this document establishes the roles, process, scope, and purpose of sharing Management Information data between the GR and DESNZ and its appointed contractors.
- Demonstrate that there is sufficient resource in their expression of interest to manage delivery of the above requirements to an effective level of quality, and to maintain this for the full duration of the project.

Meeting the obligations set out above requires the processing and sharing of personal data.

**146** The UK General Data Protection Regulation (UK GDPR) requires that organisations that collect and process personal data from individuals must provide detailed and specific information in their privacy notices. A draft template of a privacy notice which Grant Recipients can use is provided at Annex 3 of this MoU – use of this document is optional, and if the template document is used it should be reviewed and amended by the Grant Recipient to align with its own data arrangements.

Any Grant Recipient privacy notice should link or attach the relevant DESNZ privacy notice. The DESNZ privacy notice relating to Grant Recipients and their contractors is at Annex 5, and will shortly be published alongside DESNZ privacy notice relating to end-user data at <https://www.gov.uk/government/organisations/department-for-energy-security-and-net-zero/about/personal-information-charter> (publication expected in March/April 2025). In the meantime, the template provided at Annex 3 indicates the purposes, legal basis and types of data that DESNZ expects will be covered in both privacy notices. To note, DESNZ reserves the right to amend its privacy notices from time to time.

As set out in ICO guidance, a privacy notice should include:

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

### **Using the privacy notice**

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

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

## Annex 7: Oracle Grant Recipient Registration Set-up Form

Oracle Grant Recipient Registration Set-up Form is provided alongside this MOU as a separate attachment.

## Annex 8: DESNZ & DSIT: Supplier Code of Conduct

### DESNZ & DSIT: Supplier Code of Conduct

DESNZ & DSIT requires all its suppliers to operate in accordance with the principles and requirements, as applicable, in this DESNZ & DSIT Supplier Code of Conduct ("Code"), and in full compliance with all applicable industry standards and law.

If there are any conflicts between this Code and the main terms and conditions, then the main terms and conditions shall take precedence.

#### Equality Diversity and inclusion

Everyone has the right to respectful treatment.

You are expected to familiarise yourself with [Government diversity strategy](#) and to be guided by those principles in all your activities.

Our employees, those of our suppliers, and service users have the right to respectful treatment.

[The Equality Act 2010](#) protects against [discrimination](#), harassment, or victimisation in the workplace protects against

This Code of Conduct is linked to the DESNZ & DSIT Race Action Plan, emphasising that no individual shall be treated differently, directly or indirectly, on the basis of race.

#### Human Rights and Employment Law

Safeguarding, social responsibility and respect for human rights are central to the expectations of DESNZ & DSIT and our suppliers. You should ensure that robust procedures are adopted and maintained to minimise the risk of poor human rights practices occurring right down the DESNZ & DSIT funded supply chain

We have zero tolerance to modern slavery and expect you to comply with the [Modern Slavery Act 2015](#) and all applicable human rights and employment laws.

#### Social Media

We expect you to use social media responsibly, to separate the personal from the professional, and to seek approval from us should any of your content connect your company to DESNZ & DSIT.

#### Minimum Wage

Regardless of the size of your business, DESNZ & DSIT expects all our suppliers to pay the [minimum wage](#).

#### Harassment, bullying, and the abuse of power

DESNZ & DSIT does not tolerate, sexual harassment or bullying, discrimination, or offensive behaviour of any kind, which includes the persistent demeaning of individuals through words or actions, and the display or distribution of offensive material.

DESNZ & DSIT expects you to have relevant guidance and policies in place to prevent and deal with harassment and bullying in the workplace, and to act on those policies.

#### Corporate Governance

You must carry out your operations in a socially and environmentally responsible manner

Your employees and supply chain are required to conduct their operations in compliance with all applicable legislation and implement your [corporate governance](#) directly or through contract flow down.

#### Health and Safety

You are expected to adopt a proactive and collaborative attitude towards health, safety and security of your employees, customers, suppliers, and others visiting your property or working on your behalf. Appropriate workplace [Health & Safety](#) training shall be provided to all workers directly or indirectly engaged.

#### Transparency and Supply Chain Management

You are expected to provide full supply chain transparency.

We expect suppliers to work in good faith to resolve any disputes promptly and fairly during the life of a contract through good relationship management.

We expect suppliers to be open and transparent in assisting the government to report publicly on product or service utilisation and any environmental impacts.

#### Cyber Security, Money Laundering and Terrorism

You must safeguard the integrity and security of your IT and communications systems and comply with the relevant [government standards](#). This includes informing the [National Cyber Security Centre](#) if you become aware of any cyber security incident that has the potential to affect government data.

You must not engage in [money laundering](#) practices and must ensure that DESNZ & DSIT funding is not linked to terrorist offences, terrorist activities or financing.

#### Business Integrity

Your company, employee's and supply chain must not engage in any corruption, extortion, embezzlement, or [bribery](#) to obtain an unfair or improper advantage. DESNZ & DSIT expects all suppliers to abide by the applicable [anti-corruption](#) laws and regulations.

#### Supply Chain Assurance

You are expected to treat your supply chain fairly. You should not pass down unreasonable levels of risk and should engage with the supply chain to ensure [value for money](#). Invoices should be [paid promptly](#) and in line with the governing terms and conditions, and the government guidelines.

#### Ethical and Professional behaviours

We are required to uphold the [Civil Service Code](#) in our dealings with third parties and we expect fully reciprocal behaviour from suppliers' employees, their partners, and subcontractors, and they should have governance and processes to monitor adherence to these standards.

We will work constructively and collaboratively with you.

We will speak out and expect you to speak out as well, without fear of consequences whenever unethical or unprofessional behaviours are witnessed.

## Annex 9: Fraud Risk Assessment Template

Fraud Risk Assessment Template is provided alongside this MOU as a separate attachment.

## Annex 10: Fraud Management Plan

Fraud Management Plan is provided alongside this MOU as a separate attachment.

## Annex 11: Energy Efficiency Installation Checker Data Sharing Agreement

Energy Efficiency Installation Checker Data Sharing Agreement is provided alongside this MOU as a separate attachment.



## Annex 12: Non-Disclosure Agreement

Non-Disclosure Agreement is provided alongside this MOU as a separate attachment.

## Annex 13: Data Sharing Agreement

Data Sharing Agreement is provided alongside this MOU as a separate attachment.

## Annex 14: RISE Self-Assessment Form

Click here - <https://riseretrofit.org.uk/self-assessment>

## Annex 15: Fraud Risk Assessment Guidance

Fraud Risk Assessment Guidance is provided alongside this MOU as a separate attachment.

## Annex 16: Energy Efficiency Installation Checker: User Access Policy

Energy Efficiency Installation Checker: User Access Policy is provided alongside this MOU as a separate attachment.

## Annex 17: Fraud, Error and Non-Compliance Reporting Guidance

Fraud, error and non-compliance reporting guidance is provided alongside this MOU as a separate attachment.