

MEMORANDUM OF UNDERSTANDING
BETWEEN THE DEPARTMENT OF ENERGY AND CLIMATE CHANGE
AND
PROPOSED GREEN DEAL PROVIDERS

1 Introduction

- 1.1 This Memorandum of Understanding (**MOU**) is between the Department of Energy and Climate Change (**DECC**) and persons who intend to become authorised to make improvements to properties for the purpose of Chapter 1 of the Energy Act 2011 as early entrants to DECC's Green Deal programme (**proposed Green Deal Providers**).
- 1.2 As early entrants, the proposed Green Deal Providers intend to have the necessary systems, processes and finance in place, so that they are ready to offer to enter into Green Deal plans when DECC's Green Deal programme comes into operation, which at the date of this MOU is planned for 1 October 2012 (**Go Live**).

2 Purpose

- 2.1 This MOU has been created in acknowledgement of the need to undertake essential testing of certain data systems and processes prior to Go Live. The purpose of this MOU is to better prepare for and facilitate the implementation of those arrangements so as to ensure the Green Deal is successful at Go Live.
- 2.2 The proposed Green Deal Providers acknowledge that corresponding MOUs will be entered into with certain electricity supply licensees and certain persons who expect to provide or facilitate finance for Green Deal plans.
- 2.3 DECC and the proposed Green Deal Providers are committed to close co-operation and acting in good faith to ensure the successful implementation of the Green Deal by Go Live.
- 2.4 This MOU provides for the high-level commitments to be made by each proposed Green Deal Provider and is not intended to cover every detailed aspect of the tasks to be carried out during the period up to and including Go Live.
- 2.5 Nothing in this MOU is to be construed as a commitment by DECC to grant or procure the grant of an authorisation to any proposed Green Deal Provider under regulations made pursuant to the section 3 of the Energy Act 2011.
- 2.6 Where any of the proposed Green Deal Providers is also a supplier of electricity licensed under the Electricity Act 1989, that Green Deal Provider is entering into this MOU in its capacity as a proposed Green Deal Provider and not in its capacity as a licensed electricity supplier.

3 Status

- 3.1 This MOU is a statement of intent. It does not create legal obligations between the participants and it should not be interpreted as a binding agreement.
- 3.2 This MOU cannot override the statutory duties and powers of DECC nor can it override the law, for example in relation to data protection.

4 Commitments and Acknowledgements

4.1 Each proposed Green Deal Provider will perform its part in facilitating the successful implementation of the Green Deal programme by Go Live by committing to engage fully in the testing programme for the Green Deal, including:

- (a) co-operating with the MRA Service Company Ltd (and its agents) for the purposes of testing that is, in MRA Service Company Ltd's view, required to implement the proposed Central Charge Database (being, at the date of this MOU, the database that is intended to be established pursuant to DECC's proposed standard condition 35 of an electricity supply licence) including agreeing such terms of access as are necessary for that purpose;
- (b) becoming a party to the Agreement for the Provision of a Data Transfer Service of 30 July 1997 for the purposes of connection to, use of, and achieving competence in relation to, the Data Transfer Network (subject to the terms of that Agreement allowing it to become a party);
- (c) discussing with electricity supply licensees and each other proposed Green Deal Providers such data sharing arrangements as they consider necessary or appropriate, and which may involve entering into non-disclosure agreements;
- (d) providing DECC (on a confidential basis) with a summary of its business and plans for operating as a Green Deal Provider;
- (e) nominating a person for the purposes of liaising with DECC (who has not been nominated under any other MOU with DECC in respect of the Green Deal);
- (f) co-operating with a person nominated by DECC for the purposes of administering this MOU for DECC; and
- (g) co-operating with DECC on such other actions that DECC thinks are necessary to achieve the purposes of this MOU.

4.2 Each proposed Green Deal Provider intends to allocate sufficient resources at its own cost, for the purposes of its participation in the testing programme for the Green Deal.

4.3 DECC and each proposed Green Deal Provider acknowledge that learnings and knowledge resulting from the testing programme is intended to be freely distributable to:

- (a) persons who intend to become authorised to make improvements to properties for the purpose of Chapter 1 of the Energy Act 2011 but who have not signed this MOU;
- (b) persons who are electricity supply licensees; and
- (c) persons who expect to provide or facilitate finance for Green Deal plans.

4.4 Each proposed Green Deal Provider will carry out its commitments on the basis that at Go Live it intends:

- (a) to hold a Green Deal Provider authorisation under regulations made pursuant to the Energy Act 2011, and comply with any code of practice referred to in such authorisation;

- (b) to be a party to the Green Deal Arrangements Agreement (being, at the date of this MOU, the agreement that is intended to be put in place pursuant to section 3(3)(f) of the Energy Act 2011);
- (c) to be a party to the Agreement for the Provision of a Data Transfer Service; and
- (d) to sign an agreement issued under the Master Registration Agreement dated 1 June 1998, for terms of access to the Central Change Database; and
- (e) (provided it also intends to provide improvements to properties in the domestic market), to hold a Consumer Credit Category A licence issued under the Consumer Credit Act 1974.

4.5 Except for paragraph 4.4(c), paragraph 4.4 is not intended to be interpreted as a commitment by any of the proposed Green Deal Providers to enter into the agreements or hold the authorisation or licence referred to in that paragraph.

4.6 The proposed Green Deal Providers and DECC will regularly discuss the implementation of the arrangements envisaged under this MOU, and a proposed Green Deal Provider shall immediately notify DECC where it considers it is unlikely to meet any of its commitments under this MOU.

5 Term

5.1 This MOU will come into operation upon signature and will continue in operation until Go Live.

5.2 This MOU will terminate in respect of a proposed Green Deal Provider upon that proposed Green Deal Provider giving 14 days' notice to the other participants.

6 Signed

Signed for DECC	
Title:	
Signed for Ampere GDP	Signed for Anglian Home Improvements
Title:	Title:
Signed for BritishECO	Signed for British Gas
Title:	Title:
Signed for CarbonLow Group	Signed for Carillion
Title:	Title:
Signed for Empower Community	Signed for Enact
Title:	Title:
Signed for E.ON	Signed for Gentoo Group
Title:	Title:
Signed for Grafton Group	Signed for InstaGroup
Title:	Title:
Signed for Keepmoat	Signed for Kingfisher
Title:	Title:

Signed for Mark Group	Signed for ReEnergise Finance
Title:	Title:
Signed for SIG plc	Signed for SSE
Title:	Title:
Signed for Stroma	Signed for Toriga Energy
Title:	Title:
Signed for Willmott Dixon Energy Services	Signed for Yorkshire Energy Services
Title:	Title:

Date: 04 April 2012