



**Framework Document for the  
Northern Ireland Sustainable Energy  
Programme  
2020-21**



**September 2019**

## **CONTENTS**

|            |   |           |
|------------|---|-----------|
| <b>1.0</b> | <b>INTRODUCTION</b>   | <b>4</b>  |
| 1.1        | Format of Framework Document/How to use this document               | 4         |
| 1.2        | Background to Northern Ireland Sustainable Energy Programme (NISEP) | 4         |
| 1.3        | Organisations permitted to compete for NISEP funding                | 5         |
| 1.4        | Registration to become a Primary Bidder                             | 5         |
| 1.5        | Amount which may be bid for by each Primary Bidder                  | 10        |
| 1.6        | Scheme Partnerships and Sub-contractors                             | 11        |
| 1.7        | Funding Allocation  | 13        |
| <br>       |   |           |
| <b>2.0</b> | <b>BROAD FRAMEWORK OF NISEP</b>                                     | <b>15</b> |
| 2.1        | Eligible Initiatives  | 15        |
| 2.2        | Additionality   | 15        |
| 2.3        | Eligible Costs  | 20        |
| 2.4        | Funding Available   | 21        |
| 2.5        | Payment of NISEP Funding  | 22        |
| 2.6        | Focus on Vulnerability  | 24        |
| 2.7        | NISEP Priority Group Schemes  | 26        |
| 2.8        | NISEP Schemes for Non-Priority Customers                            | 30        |
| 2.9        | Indirect Cost Assumptions   | 32        |
| 2.10       | Use of the NISEP Logo   | 34        |
| <br>       |   |           |
| <b>3.0</b> | <b>SETTING THE OVERALL ENERGY SAVING TARGETS</b>                    | <b>36</b> |
| 3.1        | Energy Savings from Schemes   | 36        |
| 3.2        | Savings based on 'Accredited Discounted Lifetime Energy Savings'    | 36        |
| 3.3        | Types of Fuels Eligible to be Saved and 'Fuel Standardisation'      | 36        |
| 3.4        | Lifetime of Sustainable Energy Measures                             | 38        |
| 3.5        | Cost of Measures  | 38        |
| 3.6        | NISEP Targets and Incentive to Exceed Targets                       | 39        |
| 3.7        | Customer Financial Savings  | 43        |
| 3.8        | Carbon Savings  | 43        |
| <br>       |   |           |
| <b>4.0</b> | <b>PROCEDURES FOR SCHEME SUBMISSION</b>                             | <b>45</b> |
| 4.1        | Submitting a Bid  | 45        |
| 4.2        | Scheme Referencing  | 46        |
| 4.3        | Statement of Method   | 46        |

|            |  |           |
|------------|--|-----------|
| 4.4        | Scheme Approval  | 50        |
| 4.5        | Scheme Variation   | 51        |
| 4.6        | The NISEP Programme Timetable  | 52        |
| <b>5.0</b> | <b>SCHEME REPORTING</b>  | <b>55</b> |
| 5.1        | Interim Progress Reporting   | 55        |
| 5.2        | Scheme Completion Reporting  | 55        |
| 5.3        | Geographical and Sectoral Information  | 56        |
| <b>6.0</b> | <b>SCHEME MONITORING AND AUDITING</b>  | <b>57</b> |
| 6.1        | Customer Satisfaction Monitoring   | 57        |
| 6.2        | Quality of Installation Monitoring   | 57        |
| 6.3        | Scheme Auditing  | 59        |
|            | GLOSSARY   | 62        |
|            | ACRONYMS   | 65        |
|            | APPENDIX 1 – SCHEME SUBMISSION SUMMARY FORM  | 66        |
|            | APPENDIX 2 – CUSTOMER SATISFACTION SURVEY EXAMPLE  | 72        |
|            | APPENDIX 3 – GUIDANCE ON USE OF ENERGY EFFICIENCY AND SUSTAINABLE ENERGY MEASURES            | 75        |
|            | APPENDIX 4 – ROLE OF THE PROGRAMME ADMINISTRATOR AND RELATIONSHIP WITH THE UTILITY REGULATOR | 89        |
|            | APPENDIX 5 – NISEP ACCEDENCE DOCUMENT  | 94        |
|            | APPENDIX 6 – MINIMUM REQUIREMENTS OF A FRAUD POLICY  | 115       |
|            | APPENDIX 7 – STATE AID GUIDANCE AND DECLARATION FORMS  | 111       |

## 1.0 INTRODUCTION

The purpose of this Framework Document is to provide the rules and procedures for organisations wishing to participate in the Northern Ireland Authority for Utility Regulation's (the Utility Regulator) NI Sustainable Energy Programme or "NISEP" (formally the Energy Efficiency Levy).

This Framework Document will apply to the year 2020/21 and the call for schemes will take place in September 2019. The rules in place in this document are binding on participants, and shall be subject to the terms and conditions included in the Accedence Document in Appendix 8.

The Programme is administered on behalf of the Utility Regulator by an appointed Programme Administrator. Full details of the Programme Administrator role are as listed in Appendix 7.

### 1.1 Format of Framework Document/How to use this document

The opening section of this document sets out the background to the NISEP, how it is managed and details of how funding is allocated.

Section 2 covers the broad framework for the NISEP and discusses in detail the various factors that need to be taken into account when developing schemes for funding. Section 3 sets out the overall energy saving targets to be followed by organisations who wish to apply for NISEP funding. Section 4 sets down the procedures for scheme submission, Section 5 details the reporting of schemes and Section 6 describes the scheme monitoring and auditing.

The Appendices are:

- The Summary Scheme Submission Form (Appendix 1);
- An example of a Customer Satisfaction Survey (Appendix 2);
- Guidance on the use of the different energy efficiency and sustainable energy measures, and a list of legislation relevant to sustainable schemes (Appendix 3);
- Details on the role of the Programme Administrator (Appendix 4); and
- Accedence Document (Appendix 5);
- Minimum Requirements of a Fraud Policy to be supplied by Applicants (Appendix 6).
- State Aid Guidance and Declaration Forms for Commercial Schemes (Appendix 7)

### 1.2 Background to Northern Ireland Sustainable Energy Programme (NISEP)

A sum of money is collected from all electricity customers through a Public Service Obligation (PSO) and it is used to provide funding for energy efficiency and renewable energy schemes. Previously known as the Energy Efficiency Levy (EEL), it is now known as the Northern Ireland Sustainable Energy Programme (NISEP).

The strategic objectives of the NISEP are to contribute to the achievement of:

- Efficiency in the use of energy;

- Socially and environmentally sustainable long-term energy supplies; and
- The above at best value to customers whilst also having due regard to vulnerable customers.

The principle behind NISEP is that the schemes operate on a not-for-profit basis and for the achievement of the above strategic objectives.

Since 2002, as a result of a consultative process, the majority of the funding (80%) has been targeted at vulnerable customers in Northern Ireland. Subsequent consultations have substantiated the view that this level of funding for vulnerable customers should remain whilst fuel poverty levels in Northern Ireland remain high.

The Utility Regulator began a review of the EEL in 2008, the results of which were published in March 2009. After due consideration of all the issues the main decisions taken were as follows:

- to rename the Programme as the Northern Ireland Sustainable Energy Programme (NISEP);
- to continue with the NISEP for at least 3 years, after which time it will be reviewed;
- to permit natural gas supply licence holders to apply directly for funding;
- to invite organisations other than licensed energy suppliers to bid for funding by September 2010; and
- to widen the types of eligible schemes to include renewable energy measures.

Since 2013 the NISEP has been rolled forward on an annual basis pending the outcome of the Department for the Economy's (formerly the Department of Enterprise, Trade and Investment) review of energy provision in Northern Ireland. Following discussions with the Department for the Economy (DfE), it was agreed that the NISEP should be extended for a further two years (to March 2022).

### 1.3 Organisations permitted to compete for NISEP funding

Pre-registered organisations that meet set eligibility criteria will be permitted to apply for funding. The registration process and the eligibility criteria are set out below at paragraph 1.4.

### 1.4 Registration to become a Primary Bidder

Between June and October organisations, other than licensed energy suppliers and those previously registered, wishing to be included in the call for schemes in September can submit an application to register for participation in the NISEP. Applicants are encouraged to come forward as early as possible as it can take several weeks to assess eligibility and process an application to become a Primary Bidder. If Primary Bidder status is not granted before 1 November, the new applicant will not be able to bid for schemes for the coming year. Any organisation that is interested in applying to participate in the 20120/21 NISEP must contact the Programme Administrator by Friday 28 September at the latest to express their interest.

Organisations which hold a licence issued by or regulated by the Utility Regulator have already demonstrated financial stability and an acceptable track record

through the licensing process, accordingly, they will be automatically entitled to accede to the Framework Document.

### **Essential criteria for acceptance as a Primary Bidder**

An applicant will only be accepted as a Primary Bidder if it can meet the following criteria:

- 1) Is validly and properly constituted (e.g. whether by way of a limited company, registered charity, public/statutory organisation or otherwise) in its country of incorporation or origin;
- 2) Has a UK bank or building society account in the name of the primary bidder, which requires one signature on each cheque or withdrawal;
- 3) Is VAT registered;
- 4) Are not individuals or sole traders as these are not acceptable as registered primary bidders to the NISEP;
- 5) Can meet the requirements to provide appropriate accounts and information set out at paragraph 2d) of the registration process below;
- 6) Can demonstrate financial viability and financial capacity to deliver schemes;
- 7) Can sign the Accedence Document in Appendix 8 of this document;
- 8) Can agree that all measures installed using NISEP funding, will be installed in Northern Ireland;
- 9) Can demonstrate technical capability of delivering energy efficiency, fuel poverty or renewable energy related projects (see technical soundness criteria below) or previous experience of overseeing contractors to carry out such work;
- 10) Can provide evidence of having a complaints procedure in place and quality assurance procedures; and
- 11) Can provide copies of their Health and Safety Policy and Risk Assessment Procedures.
- 12) Can provide a copy of their Data protection/GDPR policy.
- 13) Can provide evidence of their customer care policy and / or training staff have undertaken in working with vulnerable customers.
- 14) Can declare any conflicts of interest alongside their mitigating actions?
- 15) Will self-identify where they have been in breach of any laws and regulations?
- 16) Will self-identify where they have had a contract terminated for breach, failure or negligence etc on their part.
- 17) Can certify they meet ISO certification for quality assurances.
- 18) It has not previously had its registration for Primary Bidder status withdrawn within the last three years on the basis of quality issues, financial impropriety, poor record keeping, poor financial controls or fraud.

## Essential Technical Soundness Criteria

The applicant must demonstrate a sufficient track record in delivering (or managing) energy efficiency, fuel poverty or renewable energy schemes. An applicant will be deemed to have a sufficient track record if it can provide proof that it has previously undertaken at least one successful energy efficiency, fuel poverty or renewable energy scheme to the value of at least **£100,000** and in which it had direct responsibility for the following:

- Project management, including where appropriate managing subcontractors, installers or other delivery mechanisms;
- Financial management of the scheme funding;
- Communication with those who benefitted from the scheme;
- Customer satisfaction processes including the resolution of customer complaints;
- Quality assurance processes including the monitoring of quality standards and rectification of any sub-standard installations;
- Record keeping, reporting and providing evidence of benefits realisation and the successful completion of the scheme;
- Fraud prevention and awareness.

The applicant must also confirm that it has knowledge of all relevant legislation and statutory duties. It is the Primary Bidder's responsibility to ensure that all schemes comply with relevant legislation and statutory duties.

## Submitting a Bid

Before submitting bids for funding, a Primary Bidder must agree to adhere to the rules within this Framework Document by signing the Accedence Document in Appendix 8.

All Primary Bidders must either:

- 1) hold a Licence issued by or regulated by the Utility Regulator,

OR

- 2) meet the criteria below.

## Registration

If Primary Bidders do not hold a licence as defined in (1) above, then they must register using the following procedure;

- 1) Apply to the Programme Administrator for details of the Programme Registration procedure;
- 2) Provide the following information/documentation to the Programme Administrator:
  - a. Name and address of applicant

- b. Legal nature of applicant, e.g. a company incorporated under the Companies (Northern Ireland) Act 2006, registered charity, public body etc. and such further information concerning the constitution of the Applicant as the Programme Administrator may request
- c. Contact details of a designated post-holder and named individual to whom all NISEP correspondence from the Programme Administrator will be addressed including postal address, email address and telephone number, in Northern Ireland
- d. The most recent annual accounts of the applicant in respect of which an auditor's report has been prepared, together with that report and the annual accounts of the applicant for the two financial years preceding that together with the appropriate auditor's reports. (For companies not legally required to have an auditor's report prepared, accounts properly inspected and signed off by an accountant will suffice.) Also such interim accounts (whether audited or not) as may have been prepared in respect of a period more recent than those above. If the applicant is a wholly owned subsidiary Company, then audited group accounts should also be sent
- e. Management Accounts for the last two quarters
- f. Organisational structure and resources (fixed assets, staff numbers etc.)
- g. A statement of capability demonstrating evidence of ability to complete the work; e.g. evidence of qualifications of staff or contractors to be used, membership of trade associations, courses attended and previous experience. NOTE: Registration can be withdrawn or future funding refused if the bidder fails to provide information to the Programme Administrator when requested or fails to keep appropriate records
- h. At least two references from organisations which have knowledge of the company's appropriate work and which can confirm that the applicant has been responsible for a fuel poverty, energy efficiency or renewable energy scheme which meets the criteria set out under technical soundness below
- i. If you intend to work with partner organisations on any schemes please state how you intend to manage this relationship. Please note that it is the Primary Bidder's responsibility to ensure adherence to the rules within this framework document. Primary Bidders will be held responsible by the Utility Regulator for adherence to the framework document.
- j. A copy of your organisation's fraud policy and fraud response plan, including a statement of zero tolerance to fraud. A summary statement of any frauds or attempted frauds against the primary bidder in each of the previous three financial years together with a synopsis of the types of actions taken and their outcomes should also be supplied.



- k. A copy of your organisation's complaints procedure should be supplied along with details of your quality management system/quality assurance procedures for installation of measures;
- l. A copy of your organisation's Health and Safety Policy should be supplied along with details of Risk Assessment procedures followed.
- m. A copy of your organisation's Data Protection/GDPR Policy.
- n. A copy of your organisation's Customer Care or Customer Service Policy.
- o. A statement to declare any conflicts of interest alongside your mitigating actions.
- p. A statement confirming that, to the best of your knowledge, your organisation has not been in breach of any legal or regulatory requirement in the last five years.
- q. A statement confirming that your organisation has not a contract terminated for breach, failure or negligence on its part.
- r. A copy of your ISO certification for quality assurances.
- s. A report or document that demonstrates that you meet the Technical Soundness Criteria as listed above.

Once the submitted information has been reviewed and checked, the Programme Administrator, with the agreement of the Utility Regulator, will provide a response to the applicant regarding the approval or rejection of Primary Bidder status. If appropriate, details of the successful applicant will be added to a Register of Bidders which will be held by the Programme Administrator.

If an applicant has been refused access to the NISEP by the Programme Administrator, then the applicant can appeal to the Utility Regulator. The Utility Regulator will reserve the right to refuse registration to any organisation which has not successfully demonstrated financial soundness or a successful track record of delivery, and/or does not meet any of the other eligibility criteria that may be required.

### **Review and withdrawal of Primary Bidder status**

From 2020/21 onwards, the Programme Administrator will review the status of each Primary Bidder that is not a licensed supplier every 3 years.

Primary Bidders that are not licensed suppliers must –

- 1) provide the Programme Administrator with an up to date version of the information listed in (2) as set out in the submitting a bid section above every three years, and
- 2) inform the Programme Administrator immediately should there be any change in relation to the information provided in the original application for Primary Bidder status under 2(b), 2(f), 2(j), 2(o), 2(p) and 2(q) above.

The Utility Regulator may withdraw Primary Bidder status from a Primary Bidder where:

- 1) in the case of a Primary Bidder that is a licensed energy supplier, it no longer holds the relevant licence,
- 2) in the case of a Primary Bidder that is not a licensed energy supplier –
  - a) the Primary Bidder has not provided to the Programme Administrator an update of the information as required above, or
  - b) there has been a change of circumstances since first registration which the Utility Regulator is satisfied renders the Primary Bidder unsuitable for continuing registration as a Primary Bidder,
- 3) the Primary Bidder has not had a bid for funding approved under paragraph 4.4 in the previous three years,
- 4) the Utility Regulator is satisfied that there are, or have been, significant quality concerns in relation to measures installed by or on behalf of the Primary Bidder (including where the Primary Bidder has acted as an installer or subcontractor for another Primary Bidder),
- 5) the Utility Regulator is satisfied that there are, or have been, significant quality concerns in relation to any work undertaken by or on behalf of the Primary Bidder or a connected party under any other government funded scheme, or
- 6) the Utility Regulator is satisfied that there are, or have been, any issues of financial impropriety, poor record keeping, poor financial controls or fraud on the part of the Primary Bidder or a connected party in relation to the NISEP or other government funded scheme.

For the purposes of 5 and 6 above, a party is a 'connected party' in relation to another party where –

- a. it is associated to that party within the meaning set out in section 256 of the Companies Act 2006, or
- b. it, or one of its directors, is associated with a director of that company within the meaning set out in section 252 of the Companies Act 2006.

If Primary Bidder status is withdrawn under (4) (5) or (6) above, the organisation in question will not be permitted to reapply for that status for a period of three years.

### 1.5 Amount which may be bid for by each Primary Bidder

The maximum total bid for the first two years of participation in the NISEP as a Primary Bidder will be £500,000 or an amount equivalent to the value of any previous single energy scheme they have delivered, **whichever is the lesser amount.** If an organisation has demonstrated successful delivery of their first year schemes, following Audit, the maximum bid cap will be increased but will not exceed £1,000,000, in their third year and then up to £2,000,000 in their fourth year.

To demonstrate such success a new Primary Bidder must prove that it has delivered its NISEP schemes as approved and it has delivered its energy savings targets.

A maximum cap of £500,000 will also be applied to a Primary Bidder that has not participated in the NISEP within the last two NISEP years.

The minimum amount of NISEP funding a Primary Bidder can bid for individual schemes will be £50,000.

Please note, a Primary Bidder who is capped as above, can bid for a number of schemes up to £2,000,000, with the understanding that they will then be capped accordingly. Any submissions above this will not be accepted.

### 1.6 Scheme Partnerships and Sub-contractors

It is the responsibility of the Primary Bidder to ensure that all NISEP funding is accounted for and appropriately spent on approved schemes in accordance with the conditions specified in this Framework Document and the terms agreed through the scheme submission, approval and variation process. There will be no relationship between a scheme partner or sub-contractor (who is not a Primary Bidder) and the Utility Regulator and/or the Programme Administrator. It is the responsibility of the Primary Bidder to sufficiently vet any scheme partner or sub-contractor it may choose to work with and to ensure that they comply with all relevant laws and obligations. It is the responsibility of the Primary Bidder to ensure their installers / subcontractors are certified and that certifications are routinely checked. It is the Primary Bidder's responsibility to ensure that it has entered into contractual relationships with partners, subcontractors, suppliers etc. as appropriate. Funding will only be released to the Primary Bidder.

The Primary Bidder will remain solely liable for the return of any NISEP funding allocated to it and not spent on approved schemes in accordance with the provisions of the Framework Document. The scheme audits, carried out by the Programme Administrator, must be conducted with the Primary Bidder and not a scheme partner or sub-contractor although they may be present at the audit.

Contractual or other arrangements between Primary Bidders and scheme partners and/or sub-contractors are entirely the responsibility of the Primary Bidders and not the Utility Regulator. This includes ensuring that any work carried out by scheme participants conforms to best practice customer satisfaction and quality standards, and that all customers are provided with the appropriate guarantees and warranties.

The Primary Bidder must not charge scheme partners or sub-contractors any fees to participate in NISEP. All third-party indirect costs should be included on the Scheme Submission Spreadsheet and in the Scheme Submission Form. For the avoidance of doubt, the Scheme Submission Form should, where possible, include transparent process where fees may be charged to installers for poor quality installations or poor administration.

The NISEP is funded by customer money, Primary Bidders should ensure that procurement processes used to engage other organisations (such as subcontractors, scheme managers, installers, inspectors and where appropriate partners) and suppliers of measures are fair and ensure best value use of NISEP

funding. The nature of any contractual relationships must also meet this test. The Primary Bidder must declare in the submission form the proposed delivery structure (e.g. scheme partner, managing agent, subcontractors, inspectors etc.) and if already appointed, name the participants.

Primary Bidders and their agents should adopt good practice by conducting a transparent, competitive procurement process on each occasion.

A competitive, transparent procurement process shall include, but is not limited to, carrying out a publicly advertised competition at least every four years (i.e. contracts can last for up to four years), for expenditure over £30,000 per contract.

Primary Bidders shall also follow Government guidelines which provide for a selective competition to be run where the value of the contract is less than £30,000.

Advertising must be carried out in such a manner as is appropriate to bring the competition to the attention of the maximum number of qualified organisations. Such a process is likely to include but not be limited to the following components:

- *Clear specification of the terms for which the contract is being sought;*
- *Public advertisement in a form and to an extent that will ensure maximum exposure of the contract opportunity to potentially competent contractors;*
- *A reasonable time period for potential contractors to respond to the competition, usually recommended to be at least three weeks;*
- *Clear selection and award criteria, including any weightings to be applied, which are published at the time of advertising. These should be designed to enable as wide a range of potential bidders as possible to tender for the work, in so far as this is consistent with ensuring a competent field of bidders;*
- *A written evaluation process applied in a consistent and transparent manner to all bidders and from which constructive and detailed written feedback may be offered to unsuccessful bidders as requested;*
- *A requirement that any contractors declare and put in place procedures to avoid any form of conflict of interest. For the avoidance of doubt we consider that sub-contractors appointed to inspect installations should not also be included as installers.*

#### 1.6.1 Distortion of Competition

Primary Bidders are required to ensure that they do not:

(a) show undue preference to any affiliated person; or

(b) exercise undue discrimination between any persons (or classes of person), or(c) otherwise act so as to materially distort or restrict competition in the energy services market to the detriment of consumers, in particular by (but not limited to) their actions in the selection of sub-contractors or partners, or the terms and conditions on which they are appointed.

For Primary Bidders that produce their own product, preferential treatment cannot be given to installers using this product as opposed to other products on the market. Financial penalties cannot be applied to installers using a different product.

## 1.7 Funding Allocation

An amount of funding equal to 80% of the total funding available will be ring-fenced for priority domestic customers as defined in Section 2.6.

60% of priority group funding will be ring fenced for schemes which do not require a contribution from priority customers. Where a scheme is marketed as “fully funded” there should be no customer contribution.

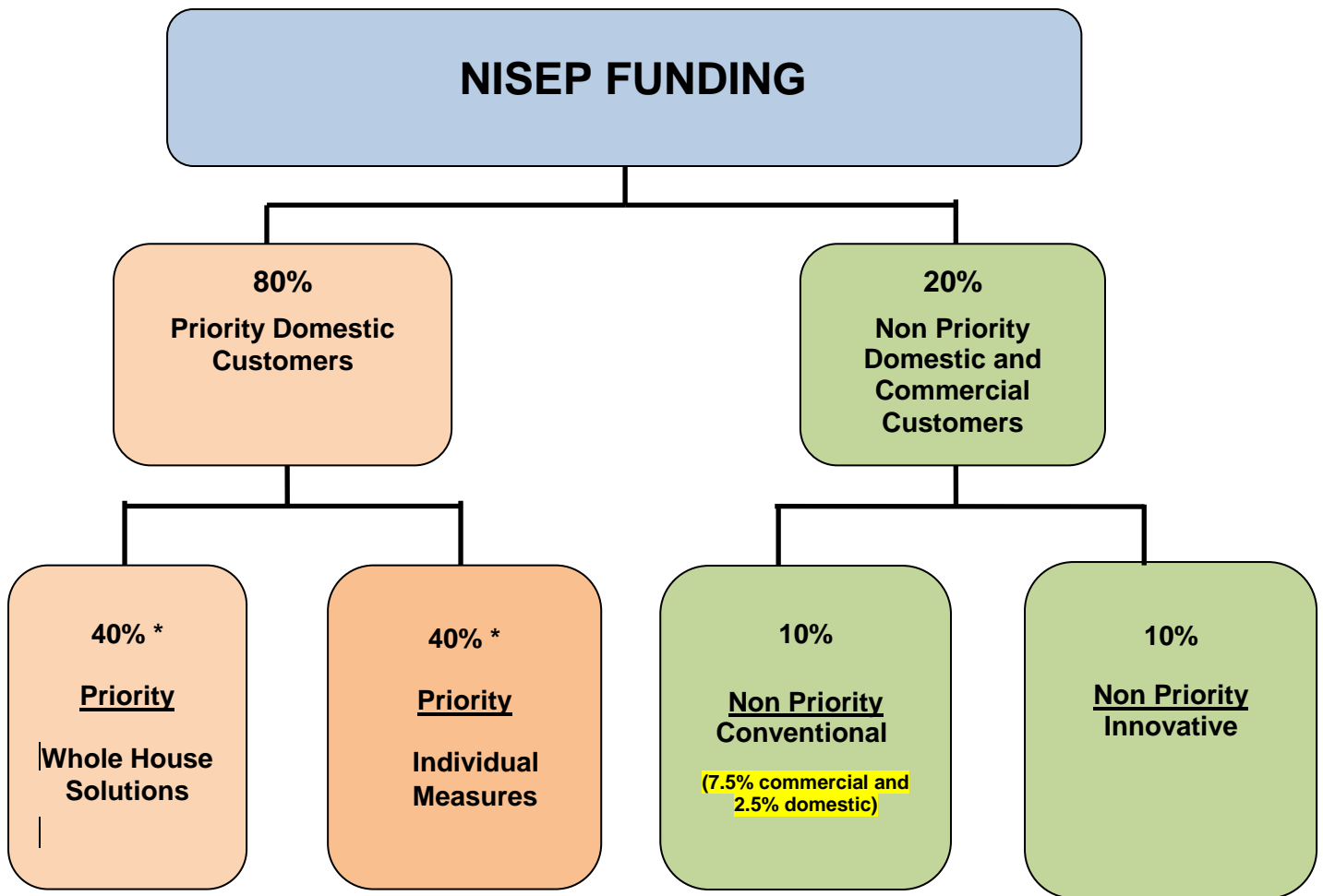
- 40% of the NISEP funds will be ring-fenced for priority domestic ‘whole house solutions’, at least 60% of which will go to schemes whereby no customer contribution is sought. This leaves 40% for WHS ‘customer contribution’ schemes.
- 40% is allocated to other schemes such as priority domestic individual measures, of which at least 60% will go to schemes where no customer contribution is sought. Please note, for domestic individual schemes offering cavity wall insulation and loft insulation, no customer contribution should be sought.

Whole house type schemes can still receive funding above the level of the 40% ring-fence if they can compete, on the basis of cost-effectiveness, with other schemes which offer partial solutions to a greater number of properties. The remaining 20% of funds is allocated to non-priority customers, split as follows:

- 10% allocated to non-priority domestic and commercial conventional technology schemes
- 10% allocated to non-priority domestic and commercial innovative technology schemes.

Note: if the Programme Administrator does not receive enough bids to fill a particular ring-fenced classification it is at the discretion of the Programme Administrator, with the agreement of the Utility Regulator, to reallocate funding to an oversubscribed classification.

Figure 1.1 NISEP Funding Allocation



**\* A total of 60% of the ring-fenced funding in these categories will be allocated to schemes which require no contribution from priority customers.**

## 2.0 BROAD FRAMEWORK OF NISEP

### 2.1 Eligible Initiatives

Schemes submitted for funding must meet all of the following essential criteria:

- Schemes must be submitted by the deadline of 30 November 2019. The scheme submission form in Appendix 1 must be provided as a summary of the scheme along with any required relevant information (as determined by the Programme Administrator) about the scheme;
- Schemes must be implemented within Northern Ireland. If the scheme is available to all of Northern Ireland, the Primary Bidder must be able to demonstrate that the scheme will be targeted throughout Northern Ireland. If a scheme is only targeting specific areas, the Utility Regulator has the right to review the amount of NISEP funding awarded based on geographic spread.
- Scheme submissions and the information contained within must comply with the NISEP operational rules and procedures as set out in this Framework Document;
- The maximum total NISEP bid per Primary Bidder is £2,000,000. NISEP bids for funding for individual schemes must be at least £50,000;
- Funding must be targeted at activities that result in sustainable energy measures being installed that benefit the consumer. It must be possible to verify and quality check the installations. Funding cannot be used for research, demonstration or purely educational projects. Initiatives that only distribute measures with no guarantee of installation are also ineligible for funding;
- Schemes must be designed to target either priority or non-priority customers but an individual scheme cannot target both;
- For insulation only schemes, both cavity wall and loft insulation measures must be offered and unless there are exceptional circumstances, both measures should be installed if required;
- Whole House Solution schemes should be designed to ensure the maximum uptake of measures offered per household i.e. unless there are exceptional circumstances, when a heating system is being installed all insulation measures being offered, where required, should be installed alongside it. It is expected that customers are provided with advice on how to use their heating controls at the time of installation. Where a priority customer is due to receive loft insulation, please allow the customer sufficient time to clear their loft. If the installer is aware that the customer may have issues with clearing their loft, it is expected the customer would be directed to organisations who may be able to assist. If a customer does not have sufficient time to clear their loft at the end of the NISEP year for example, the customer should then be directed to an individual measures scheme to avail of the insulation measure.
- Schemes aimed at priority group customers must be targeted in line with the guidance provided in Section 2.6 and 2.7 of this document;

- Measures promoted must be in customers' financial interest. In other words, the net present value of the lifetime customer benefits (energy bill savings and improved comfort) should exceed the cost of the measures;
- Measures promoted must be proven technology which meet or exceed relevant standards (e.g. safety, quality, etc.) and are recognised by the Programme Administrator. Measures must comply with the specifications set out in Appendix 6, Guidance on the use of Energy Efficiency and Sustainable Energy Measures (refer to the Programme Administrator for any types of measures not included in this appendix).
- There should be no overlap with other grant or incentive schemes external to the NISEP for a particular measure/technology. It should be clear and cited on all paperwork that the NISEP is the source of grant funding and that the customer is not receiving any other grant such as the Department for Communities' Affordable Warmth Programme or the Boiler Replacement Allowance.
- Measures must be specified and installed in accordance with all relevant British Standards. Further guidance on Standards is provided in Appendix 6. The list of standards is not exhaustive and standards are subject to ongoing update - it is the Primary Bidder's responsibility to ensure that the most recent standards are used when implementing schemes;
- Schemes must be designed and managed cost effectively. In order to demonstrate this, Primary Bidders and their partners and subcontractors must retain accurate records of the procurement process that they have undertaken (see 1.6 of this document for examples of good practice in procurement processes);
- By way of their procurement process, Primary Bidders must ensure that all contracts with and between Scheme Managers and/or subcontractors and suppliers of measures ensure a 'level playing field' between energy service providers and industry bodies;
- Schemes must meet the additionality criteria defined in Section 2.2 below;
- Scheme design must not distort, restrict or impede competition within the market for energy services.

All publicity leaflets or notices or any other form of advertising or promotion of schemes must carry the branding and logo of the NISEP. See section 2.10 below on the use of the NISEP logo.

It is the Primary Bidder's responsibility to ensure that all schemes are managed to standards that comply with all relevant legislation. Consideration must be given to legislation relevant to each specific scheme, as well to overarching statutes that may affect the proposals, including but not limited to the Human Rights Act 1998, the Data Protection Act 2018 the General Data Protection Regulation (GDPR) 2016/679, and Freedom of Information Act 2000 and Environmental Information Regulations 2004.

Under no circumstances should the provision or offer of any assistance under a NISEP scheme, financial or otherwise, be conditional upon or linked in any way to either the supply of electricity and/or natural gas or to an agreement to be supplied. For the avoidance of doubt, eligibility criteria for assistance under a



NISEP scheme should include only those criteria which are specified in either the Framework Document or the approved scheme submissions. In particular, such criteria should not, under any circumstance, include a requirement to be or to become a customer of a particular electricity and/or natural gas supplier.

In addition, schemes should be structured, where possible, to secure the maximum level of funding from third parties, e.g. equipment manufacturers, housing providers and fuel suppliers. The optimum contribution from customers benefiting from both Priority and Non-Priority schemes is as follows:

|                                 |     |
|---------------------------------|-----|
| Priority customers              | 0%  |
| Domestic Non-priority customers | 50% |
| Non-Domestic customers          | 70% |

For Priority schemes that are designed in such a way that a customer contribution is required, the contribution from a Priority customer must not exceed a maximum of 50% of the cost of the measure.

Where a deposit is taken from a customer in advance of work being completed, the Primary Bidder must have in place, and comply with, arrangements which ensure the following:

- The amount of that deposit will not exceed a maximum of 50% of the total amount of the expected contribution from that customer.
- The deposit is protected in law from the consequences of the insolvency of the Primary Bidder – or, where the deposit is paid to a scheme partner, the insolvency of that scheme partner – until the work to which that deposit relates has been completed, such that –
  - the deposit is ring-fenced and directly available to the customer in the event of such insolvency, and
  - mechanisms are in place to ensure that there is no shortfall in the amount available to the customer in respect of the deposit.

It will be for the Primary Bidder to ensure customer money is protected and to decide on the most appropriate arrangements to put in place to protect customer deposits in the event of insolvency. For example, this could involve putting in place an appropriate trust to the benefit of customers.

**There should be no interest-bearing options offered to NISEP customers. Should a Primary Bidder wish to offer a 0% interest option, they must first contact the Programme Administrator or request this as part of their Scheme Submission.**

## 2.2 Additionality

In order to approve schemes submitted by organisations, the Programme Administrator must be satisfied that they deliver energy savings and that the result will be over and above that which would have been achieved without NISEP funding. This principle is known as ‘additionality’ and is central to the administration of the Programme and determination of energy savings for completed schemes.

All scheme applications must contain a statement that describes how all measures to be installed using NISEP funding will be additional to any activity already planned by a householder or business.

The following criteria must also be met in regards to additionality:

- Schemes must be additional to any planned activity, regulatory obligation or government-funded initiatives;
- NISEP funding must form a minimum of 20% of the total scheme costs. In exceptional circumstances a case may be put forward by a Primary Bidder as to why a project should proceed with less than 20% of NISEP funding;
- The Programme Administrator must be satisfied that the Primary Bidder's action will lead to energy saving and that the total improvement is not due to other factors. Therefore, Primary Bidders must not set up any retrospective agreements to provide funding for measures already installed or purchased;
- Schemes should be designed to target only those customers who are not likely to have gone ahead with installing a measure anyway without any support or encouragement; and
- Primary Bidders will be required to retain evidence of the additionality of schemes and make it available for audit inspection.

#### 2.2.1 Existing regulations and legal requirements

The Programme Administrator must be satisfied that any reduction in energy consumption achieved as a result of a NISEP funded scheme will be achieved in addition to that required by other regulatory requirements, such as Building Regulations Part F (Conservation of Fuel and Power). For example; where appropriate, action must lead to improvements in energy efficiency above the levels that would be achieved to meet the requirements of the current Building Regulations.

It is up to the Primary Bidders to familiarise themselves with the standards and requirements of the most up to date Building Regulations.

#### 2.2.2 Actions with Partners and Third Parties

Where a Primary Bidder is planning to undertake a scheme in partnership with a third party, the Programme Administrator must be satisfied that this will result in increases in energy savings additional to those that would be achieved by the scheme partner without the Primary Bidder's funding. The following criteria will be taken into account:

##### *Social Housing Providers*

When partnering with Social Housing Providers (SHP), a Primary Bidder must obtain written confirmation that its involvement has resulted in additional energy savings. This declaration must be signed before the scheme commences. If any changes occur to the scheme, the SHP must sign another declaration. For this purpose a change will be considered to mean a change in the type of measure installed, or a reduction in the Primary Bidder's average cost contribution of more than five percentage points. All works carried out under NISEP must be outside of the SHP's existing obligations (e.g. NISEP should not be used to fund the replacement of a broken boiler in a property owned by a SHP).

### *Manufacturers*

When partnering with manufacturers to improve the sustainable energy performance of a new measure, such as at the production stage of consumer electronics, the manufacturer must write to confirm that the improvement in energy savings would not result without the Primary Bidder's action.

Monitoring may be necessary to avoid double counting between different schemes. The Programme Administrator may ask the Primary Bidder to inform the other stakeholders of their partnership to help avoid double counting of energy savings.

### *Other Government Programmes*

Primary Bidders may be able to undertake action in conjunction with other Government programmes.

A signed letter must be provided by the relevant scheme partner to confirm that the Primary Bidder's actions have exceeded those of the Government programme and that the measures to be accredited to the Primary Bidder could not have been installed without the Primary Bidder's input, i.e. the Primary Bidder is not claiming measures which would have been installed through the other programme anyway.

There must be a clear, upfront agreement with the scheme partner to ensure there is no potential for double counting of energy savings (or other performance target) between NISEP and another government programme. If the Primary Bidder is part funding measures in conjunction with another government programme, then the energy savings accredited to the Primary Bidder will be in proportion to the funding they have provided.

### *EU Programmes*

Where Primary Bidders wish to utilize NISEP funding to lever match-funding for EU programmes, the express permission of the Programme Administrator must be sought.

There must be a clear, upfront agreement with the scheme partner to ensure there is no potential for double counting of energy savings (or other performance target) between NISEP and the EU programme. If the Primary Bidder is part-funding measures in conjunction with another programme, then the energy savings accredited to the Primary Bidder will be in proportion to the funding they have provided.

### *Double Funding*

There must be no double funding on any measures installed via NISEP and Primary Bidders must ensure they and their subcontractors do not seek or claim funding via other NISEP schemes or any other grant scheme. **The Programme Administrator will carry out double funding checks across all NISEP schemes and across other Government Programmes but it is the responsibility of each Primary Bidder to ensure they have their own systems in place to check for duplicate claims within their scheme(s) and across NISEP years.**

If there are any duplicate claims submitted and paid, the Primary Bidder will be required to return the money to NISEP.

Any suspect fraud or maladministration will be dealt with in accordance with the appropriate procedures including reporting to relevant authorities such as the PSNI.

### 2.3 Eligible costs

Any activity which satisfies the relevant criteria above is eligible for funding. Individual schemes may include some or all of the following additional costs:

- Scheme management and other indirect costs (see section 2.9); and
- Direct subsidies for measures.

## 2.4 Funding Available

Table 2.1 below details the NISEP funding available and the breakdown into the various categories for schemes:

**Table 2.1 – NISEP funding**

| <b>NISEP Funding</b>                                   | <b>2020/21</b> |
|--|----------------|
| <b>Total Fund Available</b>                            | 7,941,946      |
| Programme Administrator's fee                          | £245,584*      |
| Amount Available for Schemes                           | £7,696,362     |
| <b>Priority Customers</b>                              | £6,157,090     |
| Whole House Solutions                                  | £3,078,545     |
| Whole House - no customer contribution sought          | £1,847,127     |
| Individual Measures                                    | £3,078,545     |
| Individual Measures – No customer contributions sought | £1,847,127     |
| <b>Non Priority Customers</b>                          | £1,539,272     |
| Conventional Commercial                                | £577,227       |
| Conventional Domestic                                  | £192,409       |
| Innovative   | £769,636       |

*\*Provisional estimate at this stage, if this amount changes then the amount available for schemes will also change.*

The Programme Administrator's costs will be paid from the total funding available.

In order to meet the Programme objectives, the funding is ring-fenced into a number of 'pots' to facilitate the delivery of different types of schemes. If the bids for funding do not use up all the money allocated to a particular pot, the Programme Administrator with the consent of the Utility Regulator may move the under-spend to another oversubscribed pot.

Where a pot is oversubscribed the normal process will be that eligible scheme bids are ranked in order of cost-effectiveness and the most cost-effective schemes are awarded funding until all the available funding is allocated. Schemes that straddle the cut-off point for funding may be offered part-funding. In the case of bids in a particular category exceeding the level of funding available, the more cost-effective schemes will be approved. However, to ensure the best use of funds and also equality of opportunity considerations, the Utility Regulator reserves the right to accept less cost effective schemes, e.g. where they provide good additionality or where geographic spread or specific target groups are relevant.

Any NISEP funding that remains unspent during a given year will be carried over to the following financial year. Suppliers must inform the Programme Administrator, by November each year (as part of the 8 month interim report), of

any potential under-spend in the schemes that they are undertaking so that this may be reallocated.

In addition to the funding available shown in Table 2.1, an additional amount will be collected each year to cover the incentive payments earned by successful schemes.

## 2.5 Payment of NISEP Funding

Primary Bidders are solely responsible for the accuracy of the information contained in payment claims submitted.

Funding will be paid to Primary Bidders undertaking approved schemes using the following method:

- i. Payments to be made every month in arrears, during the relevant scheme year, upon receipt of valid claims for reimbursement and satisfactory evidence that work has been fully completed (including any remedial works, if required) and of appropriate costs incurred. For heating installations, 100% quality monitoring checks (completed and signed off) are required before a claim is submitted.

Claim documentation to include:

- ii. Monthly Claim Summary Spreadsheet which includes;
  - a. Master tab (per scheme) containing all records of jobs completed including name, address, telephone number, installer, cost, measure type, fuel type, property type, tenure, install date, invoice number, job reference (claim figure entered on the monthly claim form must match total entered on the master spreadsheet and all measures must be installed and invoiced for, within the given NISEP year). All data entered on the master spreadsheet must be accurate and match paperwork.
  - b. Indirect costs tab (per scheme) to include all indirect costs as broken down in the scheme submission spreadsheet (a sample of invoices will be requested to support costs).
- iii. A 20% random sample will be requested within each claim. Primary Bidders must submit the following for the 20% selected;
- iv. Copies of invoices to support costs clearly detailing level of NISEP funding. (Should invoices not be issued to customers for fully funded schemes, the customer must be left with appropriate documentation which clearly states the measure installed has been funded by NISEP. For customer contribution schemes, the full cost of the job should be stated on the customer invoice showing clearly what is funded by NISEP and the remaining customer contribution amount.
- v. Copies of cavity wall guarantee certificates, where applicable.
- vi. Building Control Certificates or receipts for cavity wall insulation, loft insulation and heating installations (an email from the Building Control Department confirming receipt of a Building Control application is also accepted, the address must be clearly listed).

- vii. NISEP Primary Bidder Claim Form (This includes install details signed off by all parties). Customer Sign off - the customer (or an appointed representative), must be present at time of install, to sign off on all works complete under NISEP and to verify all measures installed, including vents. If vents are installed at a later time to insulation, we would expect that the Primary Bidder (PB) has a document that the roofer completes and customer signs off to verify that the vents have been installed, and the number of vents installed, in addition to the Claim form which allows the insulation to be signed off. The customer must also tick if measure's have been fully funded or partially funded via NISEP.
- viii. For Social Housing Providers, there will be a specific claim form for the Housing Association to complete to make the declaration on behalf of the vulnerable tenant occupying the property.
- ix. Claims are submitted via a secure File Transfer Service (information will be provided once schemes are approved). Claims and supporting evidence should be submitted to the Programme Administrator on or before 4<sup>th</sup> working day of each month. We expect to receive claims following delivered activity, and discourage bulk claims to be submitted at the end of the year. For clarity, 'claims' in this context refers to a claim from the Primary Bidder for reimbursement from NISEP funding for funding properly spent on approved schemes. A checklist for all required supporting documents will be included on the Payment Claim form to assist with submission. Primary Bidders can only claim for measures completed and any remedial action required for a measure should be actioned before a claim is made, and signed off accordingly.
- x. The Programme Administrator will, within 10 working days after receiving all supporting documentation, check the claims and if satisfied, approve and pass to the Utility Regulator who will authorise payment from the fund, if satisfied, within 5 working days. NIE will then have a further 10 working days to process the payment. In the event that either the Programme Administrator or the Utility Regulator requires further information, the time period will commence from the date upon which all the information is satisfactorily received.

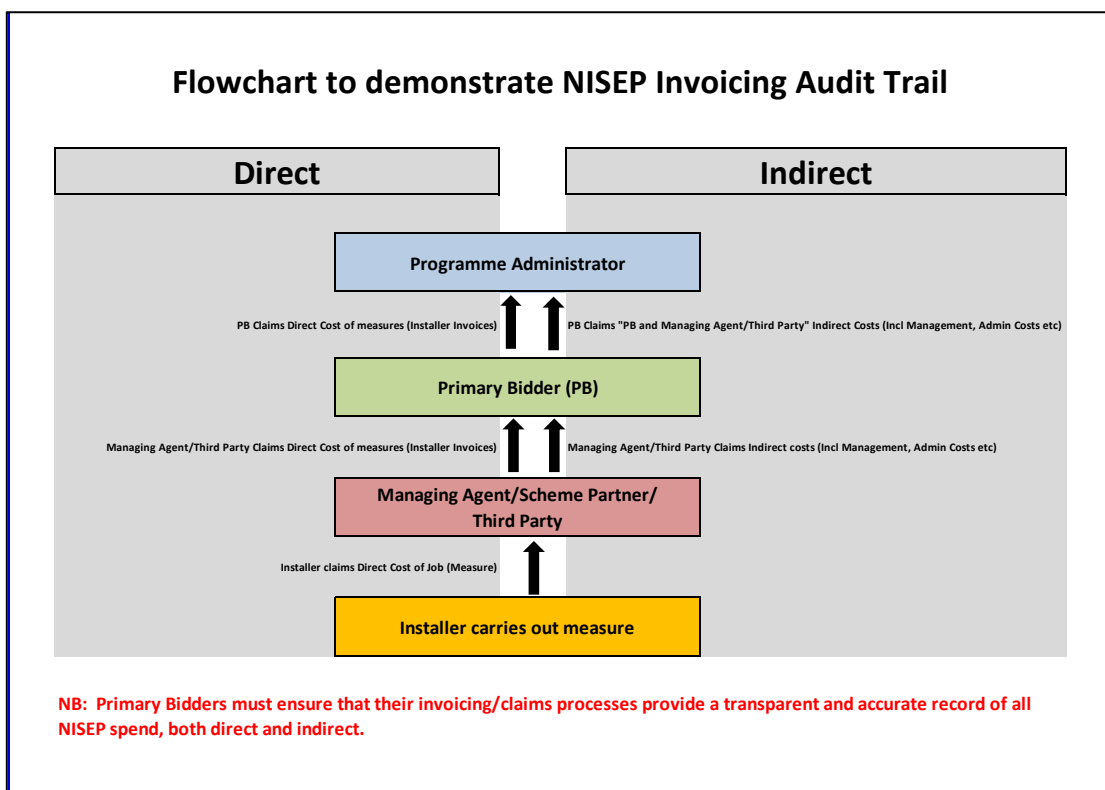
It is the responsibility of Primary Bidders to account for VAT and pay/recover VAT from HMRC in line with HMRC guidance. Claims for reimbursement of NISEP funding must not include VAT that is recoverable elsewhere. Total claims for reimbursement will not normally be permitted to exceed the total amount of funding which was allocated to a particular bidder following the scheme submission or approved scheme variation process.

Any VAT costs that require NISEP funding must be clearly included in the total costs on the scheme submission form. It is the Primary Bidder's responsibility to seek HMRC guidance where there is any doubt or confusion regarding how to handle VAT. Any guidance issued by HMRC may require to be shown at Audit.

Subject to the scheme variation approval process, schemes which fail to deliver the measures agreed will be required to return any unspent or mis-spent NISEP funding. In certain circumstances where a Primary Bidder has more than one

scheme, the Programme Administrator may agree to the transfer of funding from an unsuccessful scheme to a successful scheme in the same category. It is the responsibility of the Primary Bidder to ensure that NISEP funding is spent as agreed and also that they recover any NISEP monies not spent on agreed measures. Allocated NISEP funding can only be spent on the approved scheme unless otherwise agreed through the scheme variation process.

NOTE: Primary Bidders are responsible for ensuring that the amount spent on schemes matches what they have claimed, any amounts over-claimed are required to be repaid and failure to claim the correct amount within a reasonable time frame is at the Primary Bidder’s own risk. **Primary Bidders must ensure that their invoicing/claims processes provide a transparent and accurate record of spend for each scheme (see below for requirements for direct and indirect costs evidence)**



Primary Bidders must ensure that any indirect costs of subcontractors or managing agents, such as administrative costs, are claimed as indirect costs. If the managing agent also subcontracts out works to an additional third party, outside of the Primary Bidder’s contract, the Programme Administrator will also require these subcontractor’s invoices.

## 2.6 Focus on Vulnerability

The strategic objectives of the NISEP will continue to be helping customers to use energy efficiently and promoting sustainable energy supplies whilst having due regard for the needs of vulnerable (priority) customers.



Due to the current high level of fuel poverty in NI and the Utility Regulator's statutory duty to have due regard for vulnerable customers, the amount of programme funding ring-fenced for priority customers remains at 80%.

The main factor in determining financial vulnerability is low income. When assessing vulnerability all priority schemes must include an income threshold as the primary criteria.

In addition, all priority schemes may include one or more of the following criteria which will be considered as intensifying characteristics for financial vulnerability:

- Age - to include older people, young people (under 16) and children;
- Disability or chronic illness;
- Rural location; and/or
- SAP (Standard Assessment Procedure) rating of property of 54 or below – i.e. an EPC rating of E, F or G.

When working on the targeting of help to the financially vulnerable, the Utility Regulator will firstly consider low income and then use the other characteristics to identify priority households. Each scheme must state how it intends to address other characteristics, however, the Utility Regulator will set the income criteria.

The income criteria for 20/21 **non contribution-based priority** schemes will be as follows:

- Single person household with an income/pension of less than £25,000 gross, or;
- Couple or single parent family with an income/pension less than £35,000 gross.

The criteria for 20/21 **customer contribution priority** schemes will be as follows:

- Single person household with an income/pension of less than £35,000 gross, or;
- Couple or single parent family with an income/pension less than £40,000

Scheme bidders should use the overarching characteristics as defined above to develop specific eligibility criteria for schemes aimed at priority customers. The scheme-specific vulnerability criteria to be used must be included within the scheme submission at the bidding stage and will be subject to approval by the Utility Regulator. For clarity when setting criteria, scheme bidders should set out how they will attempt to ensure that priority customers are directed towards the scheme that best suits their needs (whether it is a government scheme or a separate scheme approved under the NISEP).

Where possible, if a priority customer meets the criteria for more than one scheme, steps should be taken to ensure that the customer is either given appropriate advice on the best scheme for their individual circumstances, or directed to an appropriate advice giving agency.

*Note: eligibility criteria should not, under any circumstance, include a requirement to be or to become a customer of a particular electricity and/or natural gas supplier.*

For Social Housing Provider tenants, vulnerability criteria must be set and appropriate eligibility checks in place at application stage, as with all other priority

customers. The Social Housing Provider will be expected to make declarations to confirm that all tenants have met the eligibility criteria.

It is the Primary Bidder's responsibility to ensure that customers qualify and meet the vulnerability criteria set. There should be some form of physical verification carried out with potential householders such as viewing a P60, letter from Social Security Agency, Post Office Account Statement, recent Payslips, or a Bank Statement to evidence income levels. For data protection purposes, it is not necessary for this documentation to be copied or retained, the Programme Administrator does not require sight of the documentation for verification purposes. However, a note should be made on the householder's application form of what type of documentation has been viewed and this record may be requested at audit.

## 2.7 NISEP Priority Group Schemes

Under NISEP, the 80% of funds set aside for schemes aimed at priority group customers will be split between 'whole house solutions' and 'individual energy efficiency measures'. Both approaches are described below. Priority customers are not expected to contribute financially to measures being installed in their homes. For example with a fully funded insulation scheme (offering both cavity wall and loft insulation measures), a property should be able to avail of both loft and cavity wall insulation at no cost to the priority customer. Within the priority pot, at least 60% of the funding must be awarded to fully funded schemes.

For priority schemes that are designed in such a way that a customer contribution is required, the contribution from a priority customer must not exceed a maximum of 50% of the cost of the measure. For these priority schemes no incentives will be paid on energy savings attributed to the priority customers' contribution. For the purpose of calculating incentives, the energy savings will be apportioned between the NISEP funding (and, where appropriate, funding from the Primary Bidder and/or other source) and the priority customer on the basis of the proportion of funding supplied. This may also apply where the total job cost is above any grant cap set by the Primary Bidder and where the recipient has agreed to pay the difference. Any customer contribution made must be shown on the PIR under the Customer Contribution heading.

At scheme submission stage the Programme Administrator will require confirmation that where a customer contribution is sought in the priority group section, the Primary Bidder has had due regard for ability to pay within the target group.

Primary Bidders must provide staff training and put procedures in place to ensure that where a customer contribution is sought within a priority scheme:

- 1) Those customers are always directed to the scheme which is best for them first; this may include Government, NISEP and other schemes. It will always be assumed that equivalent schemes which do not require a contribution, or which require a lower contribution are best. Primary Bidders should be aware of all NISEP schemes and other energy efficiency grants available. If the NISEP scheme offered is not the most appropriate for the customer, the customer should be directed to a more appropriate scheme. Should a Primary Bidder of an Individual Measures scheme assist a customer who would benefit from a Whole House Solution scheme, the Primary Bidder must signpost the customer on as appropriate. Primary

Bidders should also ensure their installers or subcontractors are aware of this.

- No priority group customer is ever given the 'hard sell' or pressurised to take up a scheme which requires a contribution. Primary Bidders must not rely on cold calling techniques to generate referrals. If work is being carried out in close proximity and there is opportunity to engage with householders who may also be eligible for the scheme, a leaflet drop with information about the scheme including contact details can be left. Please be advised, installers must always carry suitable ID.
- Where a customer contribution is sought, this must be made clear to the customer. A signed agreement must be completed by the customer, prior to any work taking place, and a copy of the agreement left with the customer. The NISEP Claim form must clearly state if a customer contribution has been sought.

Insulation measures for house extensions on their own are not normally permitted, as the energy saving assumptions for domestic schemes are calculated using a whole house. However, it may be permissible in certain circumstances and if a Primary Bidder has a request regarding approval for a house extension, they should contact the Programme Administrator providing further information.

For Priority Schemes targeting Social Housing Providers, vacant properties are not eligible, unless documentation can be provided to verify the tenant's name, that they are due to take residency within 2 months, and that they meet the vulnerability criteria set.

Where a scheme is targeting privately rented properties, the landlord of the property and the property itself receiving the measures must be registered with the Landlord Registration Scheme (<https://www.nidirect.gov.uk/articles/landlord-registration-scheme>) and appropriate checks and records kept to verify this. The Landlord's permission must be sought for any work to be carried out in their property, and appropriate paperwork retained by the Primary Bidder to verify this.

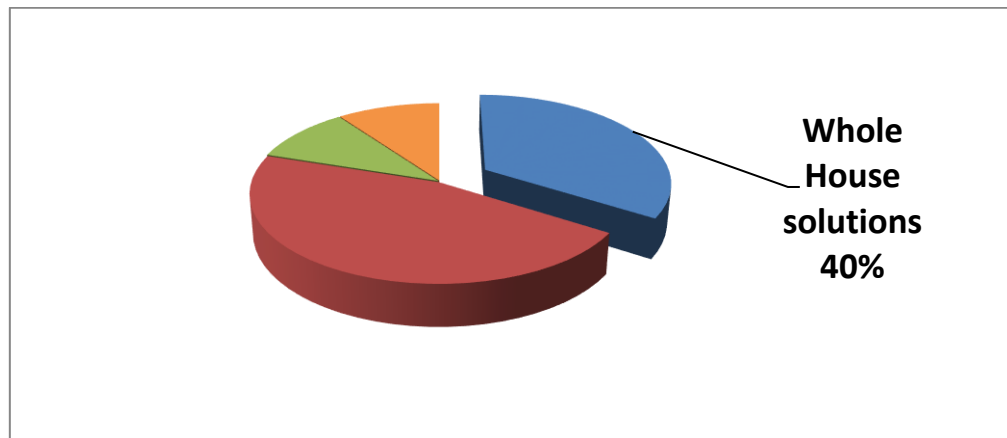
Building Control costs for all Priority Fully Funded schemes must be fully funded through NISEP. Where applicable, this must be clearly stated in the scheme submission form under scheme description, with details of whether the cost is built-in to the grant cap or separate. These costs must be included in the Building Control section in the scheme submission spreadsheet and PIR. Customers must be provided with all the required information in relation to a Building Control application. This includes; who is responsible for arranging the survey, confirmation that NISEP will fund the cost for Building Control for Priority Schemes (where applicable) and the relevant contact details for the Building Control Office, should they be required. In the event that an install funded through NISEP fails a Building Control inspection, it is the responsibility of the Primary Bidder to ensure any issues are rectified to enable a Building Control Certificate to be obtained.

Where Building control is not funded by NISEP, the Primary Bidder must ensure that Building Control is applied for, and the fee added to the customer contribution element, where applicable. This should be clearly stated on the customer invoice. A customer is not eligible for a Priority Scheme if Building Control is not applied for.

### 2.7.1 Whole House Solutions

40% of total NISEP funding is ring-fenced for providing whole house solutions i.e. full packages of heating systems and insulation measures, (at least 60% of which should go to schemes which do not require a customer contribution). (Figure 2.1). Where cavity wall or loft insulation is included in a WHS package there is expected to be no customer contribution towards the insulation. Customers should be made aware of the benefits of insulation measures and reasons for not accepting these measures as part of a WHS grant should be exceptional.

**Figure 2.1 Proportion of funding allocated to whole house solutions**



Qualifying households will have electric or solid fuel central heating, no central heating or an old inefficient or broken oil, natural gas or LPG boiler. To maximise the uptake of Whole House Solutions, Primary Bidders should note that eligibility for new heating systems should be based on the existing system being at least 15 years old OR broken beyond viable economic repair. Schemes replacing old oil, gas or LPG boilers should ensure that the make, model type and age of the boiler are recorded.

NISEP schemes must target these qualifying properties and set appropriate vulnerability criteria to ensure that funds are used to assist those most in need. Whole house solutions should include a full package of energy efficiency measures, such as those described below. (See Appendix 6 for required specifications of measures.)

- Cavity wall insulation;
- Full loft insulation;
- Hot water cylinder insulation;
- Radiator panels;
- An efficient central heating system with an 'A' rated boiler and full heating controls;
- Lagging of hot and cold water pipes;
- Internal or external solid wall insulation for solid bricked properties;

- LED lighting (max 4 per household) may also be provided as part of a whole house solution;
- In some circumstances, if deemed necessary and appropriate, renewable technologies may be included as a measure. However, renewable technologies/measures for which there are other substantial grants or incentives available will not be eligible for consideration.

As Table 2.1 shows, the estimated minimum funding available for whole house solutions in qualifying homes in 2020/21 is £3,078,545. Primary Bidders must put processes in place to ensure that properties are surveyed before work commences to check that the households are eligible for whole house solutions. A survey must also be carried out, post-implementation to ensure all the work has been carried out as intended.

Installers of heating systems must be appropriately accredited i.e. for gas central heating systems installers must be registered with Gas Safe and for oil central heating systems registered with OFTEC. All heating systems must be installed with appropriate heating controls (as specified in Section 3.0 of Appendix 3) and the customer must be given proper instruction on the efficient use of these controls. Installations must meet all relevant Building Regulations and be carried out in accordance with all relevant British Standards.

Under a whole house solution scheme, all installs should meet current Building Control (BC) requirements and adhere to OFTEC Guidance. Items such as oil tanks, radiators, TRV's and piping should be replaced if broken or beyond viable economic repair, or if there is evidence of deterioration which would impede the new boiler and/or system functioning appropriately or if they do not meet Building Control requirements or OFTEC Guidance.

Primary Bidders should contact their local Council to ensure compliancy and to seek advice if they encounter installs that have never had Building Control certification. In instances whereby any additional works are required, Primary Bidder's should collate information on survey forms / technical reports to support the need for additional works. This level of information will be required to process NISEP payments.

Heating installs must also be compliant with manufacturer's instructions. NISEP also requires minimum heating control standards to be met. Smart heating controls are the only additional heating controls to Building Control standards that can be claimed for under NISEP. If customers would like additional works beyond what is described in the points above this must be invoiced and paid for separately to NISEP.

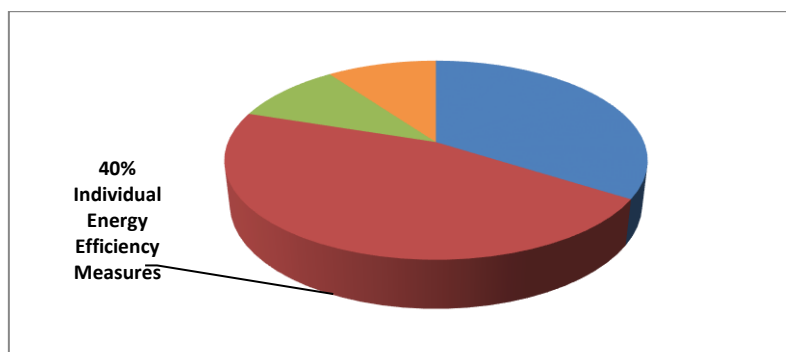
The target level of cost effectiveness for priority group whole house solution schemes is presented in Table 3.5.

Where insulation and/or a heating system is to be installed in a privately rented property, Primary Bidders are requested to consider eligibility criteria relating to length of tenancy. A minimum of 6 months remaining of the tenant's current lease agreement should be considered. The Landlord's permission must also be sought. Supporting documentation may be requested at Audit.

### 2.7.2 Individual Energy Efficiency Measures

As shown in Figure 2.2 below, up to 40% of the NISEP funding is available for the provision of individual measures (for example heating controls, cavity wall insulation, loft insulation and solid wall insulation), again at least 60% of which should be for priority customers who cannot afford to make a contribution.

**Figure 2.2 Proportion of funding allocated to individual energy efficiency measures**



This is in recognition of the fact that the properties may have central heating boilers less than 15 years old that are lacking in controls, or well-controlled heating systems but inadequate levels of solid wall, cavity wall, loft, or hot water cylinder insulation. Energy efficient light bulbs can be included in schemes but only when being provided with other measures.

Dwellings receiving measures under this category must be inhabited by priority customers. Guidance on heating controls is given in (as specified in Section 3.0 of Appendix 3). Where a scheme proposes to install heating controls, a minimum of room thermostat, hot water cylinder thermostat, associated heating and Domestic Hot Water (DHW) circuit valves, programmer and Thermostatic Radiator Valves (TRVs) must be installed as required and the customer given proper instruction on their efficient use.

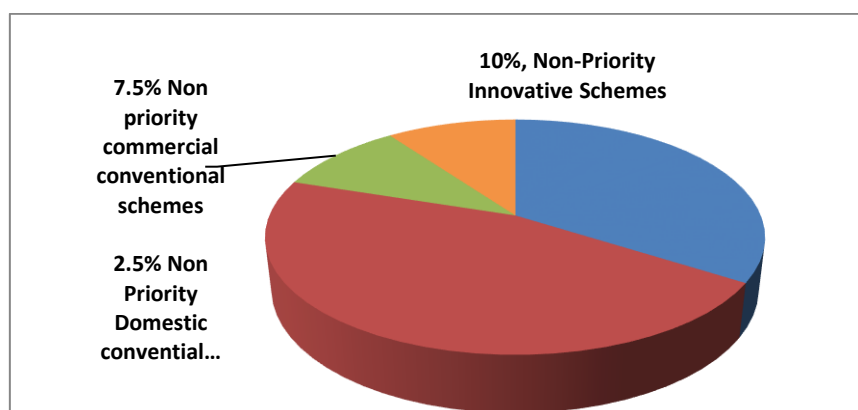
As table 2.1 shows, the estimated maximum funding available for individual measures in qualifying homes in 2020/21 is £3,078,545.

The target level of cost effectiveness for priority group individual measures schemes is presented in Table 3.5 of this document.

### 2.8 NISEP Schemes for Non-Priority Customers

Outside of the main financial vulnerability focus of NISEP, 20% of the total fund is available for non-priority customer schemes (Figure 2.3).

**Figure 2.3 Proportion of funding allocated to non-priority customers**



As Table 2.1 above shows, the estimated total amount of funding available for Non-Priority schemes in 2020/21 is £1,539,272.40. This is allocated into two separate pots as follows:

- a) Funding for conventional non-priority domestic schemes (will amount to 2.5% of total funds i.e. an estimated £192,409 in 2020/21).
- b) Funding for conventional non-priority commercial schemes (using established energy efficiency technology) will amount to 7.5% % of total funds i.e. an estimated £577,227 in 2020/21).
- c) Funding for innovative non-priority schemes will be 10% of total funds i.e. £769,636.

Renewable technologies may be considered for inclusion in non-priority schemes as long as they are a proven technology approved by the Programme Administrator, there is no overlap with other grant or incentive schemes and the measures are in the customer's financial interest.

The definition of innovative schemes in the non-priority group will include schemes which help to bring forward emerging but proven domestic or commercial technologies that provide a better energy efficiency performance than 'standard' measures. Research and/or demonstration projects are not permitted under NISEP.

*Note: the technologies permitted within non-priority group schemes will be continually reviewed by the Utility Regulator and the Programme Administrator.*

Scheme bidders should contact the Programme Administrator in advance of submitting a scheme which they believe is innovative to state the case as to why. The Programme Administrator will then decide if the scheme should be treated as innovative. Note: some measures which have previously been accepted in the innovative category e.g. Solar PV and LED lighting in the commercial sector, are no longer considered innovative. Primary Bidders should check with the

Programme Administrator whether or not a scheme will be appropriate for the innovative category before the submission stage.

In order to maximise the cost effective use of NISEP funding, the level of contributions from customers and third parties that Primary Bidders should aim for when developing Non-Priority schemes is 70% as specified in Section 2.1.

The different target levels of cost effectiveness for non-priority group schemes are presented in Table 3.5.

Customers must be provided with all the required information in relation to a Building Control application, this includes; who is responsible for arranging the survey, who funds the cost for Building Control and the relevant contact details for the Building Control Office, should they be required. The Primary Bidder must always ensure that Building Control is applied for, where applicable, and the fee added to the customer contribution element. This should be clearly stated on the customer invoice. A customer is not eligible for the NISEP if Building Control has not been applied for. In the event an install funded through NISEP fails a Building Control inspection, it is the responsibility of the Primary Bidder to ensure any issues are rectified to enable a Building Control Certificate to be obtained.

Grant funding provided to commercial enterprises may be considered State Aid and is subject to regulation in order to avoid distortions of competition. All Primary Bidders who are working with schemes which offer support to commercial undertakings must ensure that their procedures comply with the guidance on State Aid provided in Appendix 10.

There are separate state aid rules for commercial undertakings in the agricultural sector and those which are not in the agricultural sector. Therefore, there is separate guidance included in Appendix 10 for undertakings in the agricultural production sector.

It should be noted that the rules in relation to the Agricultural Sector are slightly different. As well as the de minimis threshold there is also a national ceiling for the cumulative amount of de minimis state aid to the agricultural sector at Member State level. There is also a requirement on the UK to actively monitor the ceiling. Therefore, any Primary Bidder intending to give support to commercial undertakings in the Agricultural Sector should inform the Programme Administrator of how much they forecast will go to that sector this year. At the end of the year the Primary Bidder will also need to report the actual amount given to the agricultural sector which will then be notified to DEFRA.

Further information on state aid can be found at:

<https://www.gov.uk/guidance/state-aid>

It is the Primary Bidder's responsibility to keep records in accordance with the notices provided in Appendix 10.

## 2.9 Indirect Cost Assumptions

Indirect costs include all the Primary Bidder's management costs associated with implementing a scheme. (Direct costs refer only to the actual costs incurred for the installation of the measures, as evidenced by installer invoices.)



It is important that indirect spend under NISEP is clearly reported in scheme submissions. A Primary Bidder submitting a scheme will have to build the indirect costs into the overall scheme costs, breaking them down as follows:

- Scheme design and development;
- Scheme facilitation/managing agent costs;
- Grant administration;
- Marketing;
- Monitoring;
- Evaluation and reporting;
- Surveying and Inspection; and
- Third party indirect costs.

When each submitted scheme is evaluated by the Programme Administrator, the level of NISEP funding attributed to indirect costs will be analysed to ensure that indirect costs do not constitute an undue amount of overall scheme costs and that there is no cross subsidy between indirect costs and measures costs.

For each individual scheme, a limit will be placed on the level of indirect costs allowed to be subsidised from NISEP funding. This maximum limit, based on the average cost of measures for each house/premises, will be calculated as follows:

$$(\text{£250} \times \text{individual household/commercial property cost}) / (\text{£1000} + \text{individual household/commercial property cost})$$

Examples are shown below:

**Scheme 1** is a scheme installing cavity insulation in 500 properties. The insulation installations are estimated to cost **£750** per property:

$$\text{£250} \times \text{£750} / \text{£1000} + \text{£750}$$

$$= \text{£187,500} / \text{£1750}$$

$$= \text{£107.14}$$

- The indirect cost that is allowed per property is £107.14
- The total cost of the scheme measures is £375,000 (£750 x 500)
- Indirect costs of up to £53,570 (£107.14 x 500) will be allowed i.e. 14.3% of the measure costs for that scheme.

**Scheme 2** is a whole house scheme (heating system plus insulation) costing **£4,200** per property and will provide measures for 80 households:

$$\text{£250} \times \text{£4,200} / \text{£1000} + \text{£4200}$$

$$= \text{£1,050,000} / \text{£5,200} = \text{£201.92}$$

- The indirect cost that is allowed per property (heating + insulation) is £201.92
- The total cost of the scheme measures is £336,000 (£4,200 x 80)

- Indirect costs of up to £16,153.60 (£201.92 x 80) will be allowed i.e. 4.81% of the measures costs for that scheme.

**Scheme 3** is a commercial scheme aimed at a single large user costing **£10,000**:

$$£250 \times £10,000 / £1000 + £10,000$$

$$= £2,500,000 / £11,000$$

$$= £227.27$$

- The total cost of the scheme measures is £10,000
- The indirect costs for the single property are £227.27 i.e. 2.27% of the measures cost.

This calculation is provided only as a guide to the maximum limit allowed and should not be used to calculate the indirect costs for a particular scheme. A full and justifiable breakdown of the estimated indirect costs, as illustrated above, must be provided within the scheme submission.

*Note: the limit on indirect costs is a limit on how much the NISEP funding will contribute to indirect costs. If indirect costs are higher but a Primary Bidder or scheme partner wishes to contribute some of the costs they may do so i.e. the indirect costs may exceed the limit as long as NISEP funding is not paying for the extra amount.*

In cases where a Primary Bidder's indirect costs are unavoidably greater than the level allowed, for example in very small schemes or where it is not possible to lever-in indirect costs from other partners, representation must be made to the Utility Regulator via the Programme Administrator, for 'one-off' consideration. All relevant information must be included to justify the level of indirect costs and evidence (e.g. letters from third parties) provided that indirect costs are not available from other sources.

The indirect cost calculation applies at the initial submission stage and also when Scheme Variations and Post Implementation Reports are being submitted.

The Utility Regulator reserves the right to deduct any unapproved overspend on indirect costs from any incentive payments earned. The indirect costs claimed will be checked as part of the scheme audit process.

## 2.10 Use of the NISEP logo

To ensure that consumers benefitting from NISEP schemes are aware of the origin of their funding, the NISEP logo should be used by:

- Primary Bidders;
- scheme partners/sub-contractors; and
- programme administration.

The logo should be used on all of the above groups' literature, application forms and publications in respect of sustainable energy schemes which are wholly or jointly funded by NISEP. **The use of the logo on these documents is an**

acknowledgement that the scheme has received funding from NISEP, documentation should also state 'NISEP funding received' when using the logo.

NISEP is not an accreditation scheme and the Utility Regulator and NISEP do not endorse or approve installers. The NISEP logo must not be used to indicate endorsement or approval of a supplier, installer or product. The NISEP logo is not a quality mark/ guarantee mark/ safety mark and must not be used to suggest such.

For specific guidelines on the colour, size and placement of the NISEP logo, please refer to the branding guidelines:

<https://www.uregni.gov.uk/publications/northern-ireland-sustainable-energy-programme-branding-guidelines-0>

The use of the NISEP logo should only therefore be used by the groups identified above and only applied to acknowledge the source of the funding. If any other groups wish to use the NISEP logo, written consent must be obtained from the Utility Regulator.

Primary Bidders must comply with the NISEP Branding Guidelines. It is also the Primary Bidder's responsibility to ensure that their sub-contractors comply with the NISEP Branding Guidelines and that any marketing materials used are of sufficient quality and contain the correct details about the scheme being offered.

## 3.0 SETTING THE OVERALL ENERGY SAVING TARGETS

### 3.1 Energy Savings from Schemes

Historically, schemes have had their energy savings assessed on the basis of 'ex-ante' figures. That is the savings are agreed in advance of implementation as opposed to an 'ex-post' methodology where the savings would be determined based on energy monitoring before and after the installation of the measure. This practical approach gives an agreed and consistently utilised set of data for all participants and will continue.

BREDEM<sup>3</sup> has been the main source of assessing the energy savings from insulation and heating measure schemes in the past. The model calculates the energy requirements of domestic dwellings and estimates the likely savings resulting from energy efficiency improvements. In 2019 the methodology was updated and changed to EST's Dynamic Engine which is a SAP based model that is used to calculate all of EST's savings, energy consumption calculations and evaluations. Although related to the BREDEM model our SAP based model is updated annually with the latest assumptions to ensure it is accurate as possible for a given year. It is validated and is based on a government approved methodology in the UK and when aggregated over all users, has been shown to accurately predict national domestic energy consumption.

The energy savings accredited under NISEP will be expressed in terms of gigawatt hours (GWh) and also in terms of the monetary benefits to the consumer in terms of reduced bills. 100 per cent of the additional energy savings arising from a scheme will be accredited to the NISEP, unless funding is secured from other sources, whereupon savings may be apportioned as described in section 3.6 of this document.

### 3.2 Savings based on 'Accredited Discounted Lifetime Energy Savings' (i.e. agreed and verified by the Programme Administrator)

In order to compare the cost of saving energy with the cost of energy supply, savings should be multiplied by the discount factor to give 'discounted lifetime energy savings'. A discount factor, as per the standard in the Treasury Green Book, of 3.5% is used.

It should be noted, however, that the real year-on-year energy savings will consequently be greater than the figures shown in this document. For example, a discounted lifetime financial saving of £11,517 could in fact represent an annual saving of £1,000 for 15 years (£15,000 lifetime saving without a discount rate).

### 3.3 Types of Fuels Eligible to be Saved and 'Fuel Standardisation'

Primary Bidders will be able to implement schemes that save electricity, gas, oil, coal and liquid petroleum gas (LPG).

So that the savings of different fuels can be expressed in a consistent manner, the savings will be shown in 'fuel standardised' terms that reflects the fuel's carbon content. The carbon factors used are consistent (with the exception of electricity which is derived from the generation mix on the island of Ireland) and sourced from the Department for Business, Energy & Industrial Strategy (BEIS) Greenhouse gas reporting: conversion factors 2019 and are consistent with the

<sup>3</sup> BREDEM - the Building Research Establishment Domestic Energy Model  
NISEP

concept introduced in ECO and Green Deal in GB. This methodology means that the value of energy savings from gas, oil, coal and LPG will be relative to electricity savings in terms of the carbon content of each fuel. For instance, the energy savings claimed from measures installed in electrically heated homes will be higher than other fuels.

Table 3.1 following indicates the fuel standardisation factors that are applied to each fuel.

**Table 3.1 Fuel Standardisation Factors**

| Fuel        | Carbon Dioxide Content (kgCO <sub>2</sub> /kWh) | Fuel Standardisation Factor | Carbon content (kgC/kWh) |
|-------------|---|-----------------------------|--------------------------|
| Electricity | 0.291   | 1.000                       | 0.079                    |
| Natural Gas | 0.184   | 0.632                       | 0.050                    |
| LPG         | 0.214   | 0.735                       | 0.058                    |
| Oil         | 0.245   | 0.842                       | 0.067                    |
| Coal        | 0.315   | 1.082                       | 0.086                    |

The fuel standardisation factors are derived by dividing the CO<sub>2</sub> factor of each fuel by the CO<sub>2</sub> factor for electricity. Note: figures shown have been rounded, calculations shown in the example below use exact figures.

Schemes involving renewable technology that generate electricity will assume that the electricity generated is carbon neutral.

The example in Table 3.2 below shows how this methodology would work when comparing the installation of cavity wall insulation in an electrically heated post 1976, three-bedroom, semi-detached home against one with oil heating.

**Table 3.2 Example of Standardisation Methodology for Cavity Wall Insulation**

| Heating fuel of dwelling | BREDEM energy (kWh/a) | annual savings | Fuel standardisation factor | Savings accredited toward targets (kWh/a) |
|--------------------------|-----------------------|----------------|-----------------------------|---|
| Electricity              | 2,369                 |                | 1.000                       | 2,369                                     |
| Oil                      | 1,063                 |                | 0.842                       | 895                                       |

### 3.4 Lifetime of Sustainable Energy Measures

In line with the Government's Climate Change Programme, and as has been the case with EEL/NISEP projects since 2001, the energy saving benefits will be assessed over the full lifetime of the measures. The considered lifetimes of the various measures, which will be used in calculating the energy saving benefits, are shown in Table 3.3 below:

**Table 3.3 Lifetimes of Measures**

| <b>Energy Efficiency Measure</b>                  | <b>Lifetime (years)**</b> |
|---|---------------------------|
| Loft insulation                                   | 30                        |
| Cavity Wall insulation                            | 40                        |
| Internal/external solid wall insulation           | 36                        |
| Efficient boiler                                  | 15                        |
| Heating Controls                                  | 15                        |
| Hot water cylinder insulation and pipe insulation | 10                        |
| Energy efficient lighting (LEDs)                  | 30,000 hours*             |
| Domestic refrigeration and appliances             | Various                   |

\* **Indicative value – Actual LED lifetime used to calculate energy savings will be based on manufacturer's declaration.**

\*\* **Refer to Appendix 3**

### 3.5 Cost of Measures

Table 3.4 indicates typical indicative costs of key measures. The Programme Administrator requests evidence to support cost of measure assumptions in scheme submissions and it is the Primary Bidder's responsibility to ensure the cost of measure figures submitted are justifiable. The following factors have also been considered when setting suitable measure costs to determine whether or not any adjustment should be made:

- The impact of inflation over the period of NISEP
- The reduction of costs due to bulk purchases on installations

**Table 3.4 Typical Costs of Measures**

| Energy Efficiency Measure*   | Cost             |
|--|------------------|
| Virgin loft insulation (including vents)   | £600             |
| Top-up loft insulation (including vents)   | £500             |
| Cavity wall insulation   | £500             |
| An efficient central heating system (A rated gas boiler and wet distribution system) | £3,800           |
| Hot water tank Insulation jacket   | £16              |
| Energy efficient lighting  | £2-£9            |
| Solid Wall Insulation (External)   | £8,000 - £22,000 |
| Solid Wall Insulation (Internal)   | £4,000 - £13,000 |

\*Costs are for a typical 3-bed, gas heated semi-detached home

### 3.6 NISEP Targets and Incentive to Exceed Targets

Levels of target cost effectiveness have been calculated following a review of schemes completed in the last year. The targets are shown in Table 3.5.

Primary Bidders should aim to develop and submit schemes that deliver or exceed this level of cost effectiveness, bearing in mind that funding is awarded on the basis of cost-effectiveness and that there may be more than one type of scheme within a funding category i.e. even though a scheme may propose a high level of cost-effectiveness for a particular type of scheme it is not guaranteed funding as it may be competing with other types of schemes in the same category that have a much higher cost-effectiveness. Schemes that do not propose to deliver the relevant cost effectiveness target can still be submitted. However, they will be unlikely to earn incentives unless efficiencies can be found during the implementation of the scheme and where there is competition for funds within a category they are less likely to be successful in obtaining funds.

While there is a Cost Effectiveness target for the overall scheme, it may be the case that when actual grant applications are submitted (particularly by commercial customers) they may not always be as cost effective as the target. These applications may still be considered where they will increase the take-up of NISEP funding (these could include schemes with a sliding scale of NISEP funding, minimum 20% grant, depending on the cost effectiveness of each individual project).

**NOTE:** where a scheme submission has characteristics which significantly differ from the schemes undertaken in that category in the previous year, the Programme Administrator reserves the right to review target cost effectiveness for that particular scheme. Where this happens the scheme bidder must be informed of the proposed review and accept the change before the scheme can proceed.

**Table 3.5 NISEP Target Cost Effectiveness(TARGETS ARE STILL TO BE UPDATED)**

| Scheme Type   | Target Cost Effectiveness (p/kWh) | Incentive Payment £/GWh |
|---|-----------------------------------|-------------------------|
| <b>a) Priority Whole House Solutions Category</b>   |                                   |                         |
| Priority Domestic Whole House Solutions (owner occupied)  | 5.10                              | 2000                    |
| Priority Domestic Whole House Solutions (social or private rented housing part-funded by Housing Association or Landlord) | 2.20                              | 2000                    |
| <b>b) Priority Individual Measures Category</b>   |                                   |                         |
| Priority Domestic Individual Measures (owner occupied)  | 2.20                              | 2000                    |
| Priority Domestic Individual Measures (social or private rented housing part-funded by Housing Association or Landlord)   | 0.90                              | 2000                    |
| Priority Domestic Hard to Treat Homes   | 13.00                             | 2000                    |
| <b>c) Non Priority Conventional Technology</b>  |                                   |                         |
| Non Priority Domestic Whole House Solutions   | 1.60                              | 1000                    |
| Non Priority Domestic Established Individual Measures   | 0.50                              | 1000                    |
| Non Priority Commercial Established Technology  | 0.21                              | 1000                    |
| <b>d) Non Priority Innovative Category</b>  |                                   |                         |
| <b>Non Priority Domestic &amp; Commercial Innovative Technology</b>   | <b>4.00</b>                       | <b>1000</b>             |

In order to encourage Primary Bidders to bring forward schemes and thereby ensure that the objectives of the NISEP are met, the Utility Regulator will award an incentive payment to Primary Bidders exceeding the energy saving targets.

The level of incentive payment for a scheme is based on each GWh of energy savings the target is exceeded by, as set out below:

- Priority Group schemes = £2,000 per GWh of target exceeded
- Non-Priority Group schemes = £1,000 per GWh of target exceeded

The variance in incentive payments for Priority and Non Priority Groups is to acknowledge the generally greater degree of complexity involved in undertaking



schemes for priority customers, for example: the difficulty in identifying households to participate in a scheme, checking that eligibility criteria are met and ensuring that the person has been referred to the best scheme/programme for them and dealing with individual households and customers with various types of vulnerability.

No incentive is payable for simply meeting the target.

The target cost effectiveness figures, as shown in Table 3.5, are the figures that will be used for target setting purposes. Primary Bidders will be set a target for each individual scheme based on the amount of funding awarded and the target level of cost effectiveness for the category of scheme. An example is given below. Levels of target cost effectiveness for NISEP schemes will be subject to annual review.

**Example of Target Setting for a Scheme:**

A Primary Bidder is bidding for £500,000 (total NISEP cost to include NISEP spend on direct and indirect costs) for a priority group individual measures scheme.

- The target cost effectiveness for this type of scheme is 2.20 p/kWh.
- The energy saving target for this Primary Bidder would therefore be:

$$\begin{aligned} & ((£500,000 \times 100) / 2.20) / 1,000,000 \\ & = 22.73 \text{ GWh} \end{aligned}$$

For 2020/21, to ensure that the NISEP costs remain static, there will be a cap on the amount of funding available for incentives. Approximately 6% of NISEP funding for schemes will be set aside for incentive payments to reward those Primary Bidders who exceed their energy saving target. This amount will be £470,000 (the Incentive Cap).

Should the total amount of incentives earned by Primary Bidders exceed the Incentive Cap, the payments will be adjusted in accordance with the following formula:

$$\frac{\sum IPPB}{\sum IPTotal} \times IC = CIP$$

Where:

CIP means the Capped Incentive Payment payable to the Primary Bidder

IC means the Incentive Cap

$\sum IPPB$  means the sum of the Incentive payments due to the Primary Bidder calculated in accordance with the Framework Document

$\sum IPT_{Total}$  means the sum of all Incentive payments due to all Primary Bidders under the NISEP calculated in accordance with the Framework Document.

**IMPORTANT NOTE: Instances Where Incentives May not be Paid:**

- 1. If schemes are not delivered in accordance with the requirements in the Framework Document, Accedence Document and/or the terms on which they were approved/varied.**
- 2. Some schemes may involve funding from other energy suppliers or Government Departments/Organisations such as DfC or NIHE. Energy savings must be split pro-rata to the funding unless it can be confirmed in writing that Government Departments/Organisations such as DfC or NIHE would not have undertaken the relevant scheme without NISEP funding and that they (DfC/NIHE) will not be counting the energy savings or measures for the purposes of fulfilling performance targets, then the Primary Bidder can be credited with all the savings.**
- 3. If third party funding is sought from a gas/water/electricity licence holder, subject to a price control, the energy savings from the scheme must be split between the two license holders pro-rata on the basis of funding provided by NISEP. This is to ensure that there is no double counting between energy savings attributed to another license holder's price control and NISEP.**
- 4. Where significant quality issues are discovered, the Utility Regulator reserves the right to withhold the payment of incentives or payment of further funding until such issues are resolved. For clarity, significant quality issues are taken to mean installations which do not meet safety or energy saving standards or quality of installation standards, or issues with payment claims or paperwork.**
- 5. Where customer satisfaction rates are low and/or customer complaints remain outstanding, the Utility Regulator reserves the right to withhold the payment of incentives or payment of further funding until a satisfactory resolution has been achieved.**
- 6. Where a priority group scheme requires a customer contribution for the purpose of calculating incentives – the energy savings will be divided pro-rata on the basis of the level of customer contribution. Those savings which result from the priority customer contribution will not attract an incentive payment.**
- 7. If duplicate claims for work are found after the Primary Bidder has been paid and the funds have not been returned directly following a request from the Programme Administrator, the Utility Regulator reserves the right to deduct the amount of the duplicate claims from the incentives earned.**

If appropriate, apportionment of savings will be discussed with Primary Bidders when they are submitting schemes.

### 3.7 Customer Financial Savings

Customers who benefit directly from sustainable energy measures do so in two principal ways:

- Reduced energy consumption leading to lower bills
- Improved comfort

The total benefits to customers should therefore consider both the direct cost savings on electricity and fuel bills and the value of the savings taken up in improved comfort levels. These should be valued at the same rate as the energy savings. Thus, the total benefit to customers is simply the potential energy saving before comfort is accounted for, multiplied by the appropriate unit price.

When calculating the benefits that result from NISEP schemes, the fuel prices illustrated in table 3.6 should be used:

**Table 3.6 Cost of Fuels (Source Energy Saving Trust, April 2018)**

| <b>Fuel type</b>   | <b>Cost per kWh</b> |
|--|---------------------|
| Electricity peak rate (for lighting and appliances)        | <b>17.50*p/kWh</b>  |
| Electricity off-peak rate (heating or insulation measures) | <b>9.00 p/kWh</b>   |
| Gas  | <b>4.76 p/kWh</b>   |
| Oil  | <b>4.98 p/kWh</b>   |
| Coal   | <b>3.48 p/kWh</b>   |
| LPG  | <b>9.42 p/kWh</b>   |

*\*For schemes targeting large commercial energy users (over 70kVA) the Programme Administrator may decide it is more appropriate to use the price actually paid by the customer.*

The Programme Administrator will review these prices on an annual basis, and update if necessary, so that an accurate picture of the financial benefits realised by customers benefiting from NISEP can be derived.

The customer financial savings of schemes, on an aggregate basis, will be used as a performance indicator in assessing the overall success of the NISEP for a particular year and the benefits it has produced for society. At an individual level, the customer financial savings of a particular scheme will be used in analysing the success of that scheme and assessing whether similar schemes should be approved in the future.

### 3.8 Carbon Savings

The Energy Saving Trust recommends that the carbon emission factors for the different types of fuels detailed in Table 3.1 are used when reporting the carbon savings resulting from NISEP schemes. These factors are source from the official

government source for company reporting in the UK which include Northern Ireland.

The financial and carbon savings resulting from schemes will be calculated automatically by the scheme submission software developed by the Energy Saving Trust. The carbon savings of schemes, on an aggregate basis, will be used as a performance indicator in assessing the overall success of the NISEP for a particular year and the benefits it has produced for society and the environment. At an individual level, the energy savings of a particular scheme will be used in analysing the success of that scheme and assessing whether similar schemes should be approved in the future.

## 4.0 PROCEDURES FOR SCHEME SUBMISSION

### 4.1 Submitting a Bid

Bids for funding must take the form of a formal detailed scheme submission as discussed in this section, it must contain all of the information listed under 4.3.1, and 4.3.2 of this document and must also include a scheme summary using the submission summary pro-forma supplied by the Programme Administrator. (An example of this form can be seen in Appendix 1). Primary Bidders are required to complete and send to the Programme Administrator a signed, hard copy of each submission. Schemes must also be submitted electronically to the Programme Administrator using the software that will be provided.

**Note: Any false declaration made as part of the scheme submission may constitute evidence of fraud and will be dealt with accordingly.**

A call for schemes is sent out in September each year to all registered Primary Bidders. Primary Bidders who intend to bid for funds must return the registration form, attached to the call for schemes notification, to the Programme Administrator by 1 October 2019. The Programme Administrator will then send out the up-to-date versions of the scheme submission form and the submission spreadsheet. Bidders who are unsure of the process or unclear of what needs to be submitted may contact the Programme Administrator for guidance on submitting their scheme and if appropriate submit a draft bid. However, **the final and complete** scheme submission must be submitted to the Programme Administrator by 30 November 2019 at the latest.

Any bids received after 30 November 2019 will not be considered for funding. Bids received within the appropriate time period but which are incomplete, of insufficient quality or do not meet the criteria for funding may also be rejected.

**There will be no opportunity to resubmit bids for approval after 30 November.**

Primary Bidders will have sole responsibility for any contractual arrangements or agreements in relation to the scheme submitted.

Following the bidding period, Primary Bidders should be informed by the end of February if their bids have been successful or otherwise.

Electronic copies of bids for funding must be sent to the Programme Administrator at the following email address:

[nisep@est.org.uk](mailto:nisep@est.org.uk)

Hard copies must also be submitted to;

NISEP Programme Administrator  
Energy Saving Trust  
Titanic Suites  
55-59 Adelaide Street  
Belfast  
BT2 8FE

Tel: 028 9072 6006

Hard copies (A3 double-sided) must include a print-out of the Scheme Summary, and all relevant fuel tabs (print range will be set to include columns A to V) and Domestic Lighting Tab if relevant.

#### 4.2 Scheme Referencing

Each NISEP scheme submitted must have a specific reference number.

The format of this number shall be made up as follows:

#### **Primary Bidder ID / Year / Scheme Number / Scheme Measure Type / Customer Type**

The Primary Bidder ID consists of 3 or 4 letters that clearly identify the Primary Bidder and will be allocated by the Programme Administrator.

The year should be shown as the last two digits of the financial year in which the scheme is to be implemented.

The scheme number should consist of two digits. Should a Primary Bidder submit more than one scheme in a given financial year, the scheme number should increase sequentially for each scheme, e.g. 01, 02 etc.

The scheme measure type should be shown as follows:

**A** = Appliances only

**H** = Heating (Including boilers and controls) only

**I** = Insulation only

**L** = Lighting only

**M** = Mix (e.g. a lighting & insulation scheme or a heating and appliance scheme)

**R** = Renewable Energy

**O** = Other measures not covered by the above

The customer type should be shown as follows:

**P** = Priority group customers

**NP** = Non-Priority group customers

To illustrate an example, if 'Green Energy' submitted one scheme to be undertaken in the 2019/20 financial year, and that scheme was an insulation scheme aimed at non-priority customers, the scheme reference number would be:

**'GRE 19 01 I NP'**

#### 4.3 Statement of Method

Primary Bidders must submit a Statement of Method for each scheme which must consist of the following:

1. Written description of the scheme
2. Technical details of the scheme

Guidelines on the main areas that Primary Bidders must cover are contained in


the following paragraphs. This is not intended to be an exhaustive list of requirements but should provide a useful template for Primary Bidders to use when preparing their scheme submissions. A summary scheme submission form for recording the main details is provided in Appendix 1 and must be completed in full but supplementary information should also be submitted, as necessary, to ensure that the Programme Administrator receives full details of the scheme.


#### 4.3.1 Written description of the scheme


The intention of the written description is to provide the Programme Administrator and the Utility Regulator with sufficient information to be able to effectively evaluate submissions. Where schemes are particularly large, complex or innovative, additional information may be required. Please reference this list of requirements within the Scheme Submission Form when bidding for schemes.

The written description **must** contain:


- The scheme reference number;
- The scheme title (must not contain Primary Bidder's name);
- The scheme description which **must** include all of the following areas of detail:


 A detailed description of the scheme, including the measures involved. This must clearly indicate which ring-fenced funding category the scheme is being submitted to.

 A description of the properties targeted by tenure type (Owner Occupier/Private Rented/NIHE/Housing Association), if applicable to the scheme.

 A statement providing evidence of the additionality of the scheme, as per section 2.2 of the Framework Document

 An indication of any links with other programmes

 The time-scale of the scheme and the intended time plan for implementing the scheme, i.e. start and finish dates

 Confirmation that all subcontractors, suppliers and service providers have been (or will be within a reasonable time period) selected using a transparent, proportionate, fair procurement process. This procurement process must demonstrate that steps have been taken to ensure a level playing field. Please detail proposed delivery structure i.e. a Primary Bidder may use a Managing Agent to run the scheme, and appoint Sub-Contractors to carry out x, y, z. If these have already been selected, please name. If a pricing structure is already agreed with Sub-contractor(s), please provide evidence.

- ✓ Checks in place to avoid duplicate claims
- ✓ Where the scheme is to take place, geographically. If the scheme is available to all of Northern Ireland, the Primary Bidder must be able to demonstrate that the scheme will be targeted throughout Northern Ireland. If a scheme is only targeting specific areas, the Utility Regulator has the right to review the amount of NISEP funding awarded based on geographic spread.
- ✓ A summary of the costs (by Primary Bidder, customers and other parties) of the scheme. This must also include a breakdown of indirect costs, and where applicable, costs per survey/inspection. Supporting documentation of costs must be provided. Where Building Control costs are incurred for heating and insulation, and are to be funded through NISEP, this must be clearly stated in the scheme submission form under the scheme description section. Please clarify if this cost falls within or outside any grant cap.
- ✓ Where Building Control is applicable for an install (whether a fee is or is not incurred), customers must be provided with all the required information. Please clearly outline your Building Control processes in the submission form.
- ✓ The forecast energy savings. Primary Bidders must confirm that forecast energy savings have been calculated using the data provided in the Scheme Submission Spreadsheet. For measures not currently included in the Scheme Submission Spreadsheet, calculations and supporting documentation must be included to support energy savings and measure lifetime (in years).
- ✓ Technical specification for products submitted (website/brochure) and evidence that they are proven technology.
- ✓ A statement of how the scheme will address the customer satisfaction monitoring requirements specified in section 5. The questionnaire to be used should be included with the scheme submission. An example of a customer satisfaction questionnaire is provided in Appendix 2.
- ✓ A statement of how the Primary Bidder will quality assure the work to be carried out and what standards will apply. If a quality inspector has been selected, please name.









- ✓ A statement of how and when the Primary Bidder will carry out risk assessments and how they will monitor the Health and Safety aspects of the work to be carried out.
  
- ✓ A statement of how the Primary Bidder will comply with GDPR.
  
- ✓ A description of how the scheme is to be marketed and targeted – this must include:
  - ✓ Which type of customer groups are being targeted
  
  - ✓ For priority schemes, a statement of how the scheme will target the most vulnerable homes, as per section 2.6 of the Framework Document, and the vulnerability criteria to be applied
  
  - ✓ An indication of how the scheme is to be promoted and marketed (include sample of marketing material/application form to be submitted for review)
  
  - ✓ A description of the terms on which the scheme is being offered to customers, including the level of grant funding being provided
  
  - ✓ An indication of what commitments, including financial contribution, are required of customers covered by the scheme, if any. Where a financial contribution is sought the bidder must include a statement indicating how the scheme will be in the customers interests. And, where the scheme is targeted towards vulnerable customers, a statement that customers will be directed towards, or provided with advice on, the scheme which is best for them. This may include Government, NISEP and other schemes. (For the avoidance of doubt it will always be assumed that equivalent schemes which do not require a contribution or which require a lower contribution are in the customer's best interest).
  
- ✓ Confirmation of how any deposit received from a customer will be protected in law from the consequences of the insolvency of the Primary Bidder – or, where the deposit is paid to a scheme partner, the insolvency of that scheme partner – until the work to which that deposit relates has been completed.

### 4.3.2 Technical Details of the Scheme

Primary Bidders must submit the technical details of the scheme using the submission software, which will be provided by the Programme Administrator.

The main technical details which require input are:

-  Scheme reference number
-  The total number of different types of measures targeted by the scheme. This must be broken down by property type, property heating fuel type and customer grouping (this applies to building fabric measures only). The Primary Bidder must provide supporting data to explain the rationale behind the measure, property type, fuel split, partial fill insulation and ventilation requirements submitted i.e. previous PIR Data or alternative evidence to support assumptions.
-  Details of the direct cost of each measure per property type and customer grouping (non-priority / priority). The Primary Bidder must provide data to support the costs entered. **If using previous PIR data, please ensure to use costs from 18/19 and current 19/20 schemes if available. If there are any significant variations to average measure costs from a similar scheme run in a previous NISEP year, the Primary Bidder must explain with supporting documentation. If PIR data is not available please provide other supporting evidence such as quotations etc.** All direct costs associated with a measure install must be included in the "cost of measure" cell on the scheme submission spreadsheet. The costs entered must be accurate and to the best of the Primary Bidder's knowledge at time of submission
-  Details of the amount of Primary Bidder, customer & third party financial contribution per measure
-  A forecast of the total level of indirect (management and administration) costs
-  Fuel Switching Costs and Carbon Savings for relevant fuel switching scenarios, using the 2019/20 fuel switching and carbon saving figures. These are included in the scheme submission pack..

### 4.4 Scheme Approval

Scheme submissions must be developed in compliance with the operational rules and procedures of the NISEP as set out in this Framework Document. If a scheme is approved on the basis of inaccurate or inappropriately compiled information, the Utility Regulator reserves the right to take remedial action.

The Programme Administrator assesses all bids on an equal basis. Schemes must fulfil the objectives of the NISEP; the information provided at submission

stage must be accurate at the time of submission and be in compliance with the Framework Document. The Programme Administrator will also take into consideration the performance of a scheme in a previous year, if applicable. If the Programme Administrator is satisfied that the relevant criteria have been met, it will recommend schemes (within the funding limits) to the Utility Regulator. It is at the discretion of the Utility Regulator whether or not to approve a scheme.

In the case of bids in a particular category exceeding the level of funding available, the more cost-effective schemes will be approved. However, to ensure the best use of funds and also equality of opportunity considerations, the Utility Regulator reserves the right to accept less cost effective schemes, e.g. where they provide good additionality or where geographic spread or specific target groups are relevant. In the case of two schemes having the same cost-effectiveness but funding being insufficient to cover both schemes, the Utility Regulator reserves the right to award the funding to the scheme which has a previous record of success (if relevant). The Utility Regulator also reserves the right to award part-funding to schemes that have run in previous years and have had significant underspend and to schemes that have a limited geographical spread within NI.

Primary Bidders will be notified of final approval in writing from the Utility Regulator. Schemes **must not** commence until final approval has been granted and confirmed by the Utility Regulator.

The award of funding takes into consideration a number of factors, including (but not limited to) cost effectiveness, geographical spread, targeting specific groups etc. The Utility Regulator and the Programme Administrator is unable to provide the specific details around the award of funding to any one Primary Bidder, as scheme approvals relate to all schemes submitted by all Primary Bidders.

Primary Bidders should note that the Utility Regulator's written approval for a scheme acts as an agreement between the Primary Bidder and the Utility Regulator to undertake the scheme in accordance with the rules of the Framework Document and their submission. The approved schemes will become a schedule to the signed Accedence Document.

To ensure scheme recipients are informed that funding has been obtained from the NISEP, the scheme must incorporate the NISEP logo in accordance with branding guidelines, in conjunction with the scheme participant's logo if required, on scheme documentation, publications and any other publicity material. (See Section 2.10)

#### 4.5 Scheme Variation

Scheme variations are required where information provided as part of a scheme submission has changed as the scheme is undertaken. For the avoidance of doubt this will include any changes to the cost of measures, the fuel mix, the types of measures being installed, the overall cost of the scheme, the expected energy savings, delivery structure or ability to deliver the scheme. If in doubt, Primary Bidders should speak to the Programme Administrator for guidance as to whether a scheme variation is required.

The Programme Administrator must be informed immediately of any significant change or proposed variation to the approved scheme via a Scheme Variation Form (see Appendix 4). Primary Bidders will be notified by writing if the change/variation has been approved. If the scheme variation is in relation to the

reallocation of funding from an underperforming scheme to a successful scheme, clear evidence of underperformance must be provided. Where the bidder has more than one scheme, variations of up to 5% of NISEP funding do not require any notification action, variations of 5-10% of NISEP funding can be approved by the Programme Administrator but variations above 10% must be endorsed by the Programme Administrator and approved by the Utility Regulator. In no case should the Primary Bidder exceed the total amount of funding awarded to their total schemes without prior approval from the Utility Regulator

In the event that scheme variations exceed the accepted tolerance levels and/or the total amount of NISEP funding awarded, and approval has not been granted by the Utility Regulator, any relevant costs will be required to be borne by the Primary Bidder.

Turnaround times for the approval of scheme variations will depend on the time taken to resolve any queries or requests for further information, however, the Programme Administrator will initially assess any scheme variation within 10 working days of receipt and decide on the appropriate action to be taken. Once all the necessary information has been received, the Programme Administrator will have a further 5 working days to consider and approve the Scheme Variation or forward to the Utility Regulator, as appropriate. The Utility Regulator will endeavour to give written approval or reject the Scheme Variation within 5 working days of receipt of the form endorsed by the Programme Administrator or on receipt of the answer to any further queries.

The Utility Regulator/Programme Administrator reserves the right to invoke the scheme variation process to move funds from an underperforming scheme to a scheme that has had a more successful uptake, if it becomes apparent that a scheme is unlikely to spend all the funding awarded to it.

#### 4.6 The NISEP Programme Timetable

The NISEP timetable is set out in Figure 4.1. The cycle for the programme runs over a number of calendar months with the NISEP programme year running from April to March.

- Application for Primary Bidder status for organisations interested in participating in the NISEP, the following year, will commence in June.
- In September a request for submissions for schemes to commence the following April is made to all registered Primary Bidders.
- Primary Bidders return the call for schemes registration form by 1 October.
- Accedence Documents must be signed and submitted by 1 November to the Programme Administrator.
- All bids for the coming year are received by the Programme Administrator by 30 November.
- Primary Bidders will be informed before the end of February of the outcome of their application (please note that this will be subject to the timely provision of any further information requested on scheme submissions and the resolution of any queries).
- Schemes to commence in Q1.

- At the start of July (after three months) the Programme Administrator should be notified on progress and whether or not the scheme will run as planned. Progress reports and Quality Monitoring results are to be submitted after five months (in September) and eight months (in December). Potential under-spend should be flagged.
- By March at the end of the programme year the schemes will have finished.
- Once schemes are completed, a Post-Implementation Report must be submitted by 30 June 2020.
- **Scheme Audits of all schemes will be carried out in September/October.**
- Post-Implementation Report Approval Letters will be sent out in January subject to the satisfactory completion of reports and provision of any follow-up information and also to satisfactory audit. This letter will signify the end of the scheme process. The Accedence Agreement will then terminate shortly thereafter in accordance with its terms.
- Incentive payments, where earned will be paid by March (subject to the timely provision of any further information requested and the approval of the Post-Implementation Reports and a satisfactory audit for all Primary Bidders).

**FIGURE 4.1 NISEP Operational Timetable**

| Month     | Action  | Target Date     | Responsibility          |
|-----------|---|-----------------|-------------------------|
| April     | Commencement of approved schemes  | Start April     | Primary Bidder          |
|           | Previous NISEP year payment claims submitted  | End April       | Primary Bidder          |
| June      | Registration commences for new participants for next year   | Start June      | Primary Bidder (new)    |
|           | Processing previous NISEP year payment claims and confirm underspend  | End June        | Programme Administrator |
|           | Post-implementation reports submitted for previous year's schemes   | End June        | Primary Bidder          |
| July      | 3-month update confirming current schemes will go ahead and notification of delivery structure including named Managing Agent/Sub-Contractors | Start July      | Primary Bidder          |
| August    | Framework targets and Framework Document for next year reviewed   | End August      | Programme Administrator |
| September | 5-month interim report for current schemes submitted  | Start September | Primary Bidder          |
|           | Revised Framework Document for next year published  | Mid September   | Utility Regulator       |
|           | Letter sent to registered Primary Bidders inviting submissions for next year  | Mid September   | Utility Regulator       |
|           | Audit of previous year's schemes (estimated start date)   | End September   | Programme Administrator |
| October   | Registration form returned to Programme Administrator   | Start October   | Primary Bidder          |
|           | Individual meetings held with registered Primary Bidders  | Mid October     | Programme Administrator |
| November  | Accedence Document submitted to Utility Regulator   | Start November  | Primary Bidder          |
|           | Scheme Submissions for next year sent to Programme Administrator  | End November    | Primary Bidder          |
| December  | 8-month interim report for current schemes submitted (underspend to be reported)  | Start December  | Primary Bidder          |
|           | Post-implementation reports submitted for previous year's schemes   | End December    | Programme Administrator |
|           | Audit report completed for previous year  | End December    | Programme Administrator |
| January   | Post-Implementation Report Approval Letter sent to Primary Bidders  | End January     | Utility Regulator       |
|           | Incentive payments calculated for previous year   | End January     | Programme Administrator |
|           | Annual Report on performance in previous year completed   | End January     | Programme Administrator |
| February  | Schemes submissions for next year evaluated and endorsed  | Mid February    | Programme Administrator |
|           | Letters sent to Primary Bidders re. approval of next year's schemes   | End February    | Utility Regulator       |
| March     | Payment notices sent to NIE Ltd for incentives earned in previous year  | End March       | Utility Regulator       |
|           | Completion of current schemes   | End March       | Primary Bidder          |
|           | Payment notices sent to NIE Ltd for new scheme funding  | End March       | Utility Regulator       |

## 5.0 SCHEME REPORTING

### 5.1 Interim Progress Reporting

Primary Bidders who have schemes approved must notify the Programme Administrator and the Utility Regulator after three months (i.e. in July) whether or not the scheme will proceed in a timely manner and as originally submitted. If this notification is not received the scheme approval may be cancelled.

Primary Bidders undertaking NISEP schemes must submit an interim report (see Appendix 5) to the Programme Administrator after five months (September) and eight months (December) for the final year of the NISEP. This report must provide details, on a scheme by scheme basis, of the current NISEP spend to date and the forecast final NISEP spend. Primary Bidders are encouraged to provide additional detail of any issues they think may be relevant to the Programme Administrator and the Utility Regulator such as details of any corrective action to be taken to ensure the approved scheme is delivered as planned. **Quality Monitoring results including details of remedials and actions taken, must also be provided as part of the 5 month and 8 month interim reports.**

In addition, Primary Bidders must inform the Programme Administrator of any forecast under spend in their schemes in the eight-month report. At this point the Programme Administrator reserves the right to move underspend between schemes and Primary Bidders to maximise spend prior to NISEP ending in March 2020.

The Programme Administrator will forward these interim reports to the Utility Regulator. Scheme variations should be reported, as soon as they are required, in accordance with Section 4.5.

### 5.2 Scheme Completion Reporting

Once a scheme is completed, Primary Bidders are required to complete a post-implementation pack which must be submitted together with other documentation to the Programme Administrator by 29 June.

The documentation submitted must include:

- PIR spreadsheets containing final outturn data. All information to be quoted on the post-implementation form can be derived from these sheets. Both electronic and hard copies of the spreadsheets should be provided, including a copy of each relevant fuel tab and the master spreadsheet used to populate the PIR spreadsheet.
- Results of customer satisfaction and quality monitoring activities. Data to support % figures entered in the post-implementation form to be provided. Primary Bidders must also include details on remedial works, if required, including % of jobs and details of issues identified and dates rectified. If it is not possible to submit the customer satisfaction information at the time of completion, it may be supplied subsequently but must be available at the time of the scheme audit. It should always be possible to submit quality monitoring feedback on installed measures prior to final reporting.
- Further Breakdown Worksheet – Primary Bidders must include background calculations (including formulae) in this worksheet for all figures (not provided by the Programme Administrator), that have been manually

entered such as energy savings, lifetime years etc. Please also include in this worksheet any calculations for average building control costs entered for Heating if these vary depending on conversion type.

- Completed Post-Implementation Form:
  - All sections must be completed.
  - Within the additional information section, it is important to explain any discrepancies between the original scheme submission (or approved scheme variation) and completion:
    - In the case of costs and savings figures, this may be due to more or less uptake than was initially envisaged (in which case any known factors should be cited), or something more specific such as property or fuel type, or average cost of measure.
    - In the case of scheme methodology, it may be an alteration of delivery mechanism, or a change in terms of the measures offered.
- The additional information should also include details of the measures installed e.g. types and number of different measures, number of properties/customers receiving measures.

### 5.3 Geographical and Sectoral Information

Along with the post-implementation report, information must be supplied on the geographical distribution of both Priority and Non-Priority schemes. This information must include the number and types of measures installed by postcode. Please ensure accurate data entry of postcodes.

This information is retained on a database. It is the Primary Bidder's responsibility to ensure that they are compliant with all relevant legislation including but not limited to the General Data Protection Regulation (GDPR) 2016/679 in relation to data given to the Programme Administrator.

The Programme Administrator will provide a suitable platform for the submission of this information.



## 6.0 SCHEME MONITORING AND AUDITING

### 6.1. Customer Satisfaction Monitoring

Primary Bidders are required to undertake and report on the monitoring of customers' satisfaction with the scheme, the measures installed and the installation process.

The Primary Bidder shall survey for customer satisfaction a minimum of:

- 10 per cent of all homes receiving individual measures costing less than £3,000;
- 100 per cent of homes receiving whole house solutions and individual measures costing over £3,000.

Where schemes are undertaken in the industrial and commercial sector, customer satisfaction monitoring should be undertaken for:

- at least 10 per cent of installations where installations –cost less than £20,000;
- at least 50 per cent of installations where the installation cost is from £20,001 to £50,000;
- 100 per cent of installations where the installation cost exceeds £50,000.

In all cases, the Primary Bidder should use their best endeavours to achieve at least a 50 per cent response rate to all customer satisfaction surveys. Primary Bidders should ensure responses can be followed up on should there be any issues, i.e. insertion of customer details or reference numbers.

For further guidance, Appendix 2 of this document contains an example of a customer satisfaction survey for heating/insulation schemes.

### 6.2 Quality of Installation Monitoring

It is important that high standards are maintained and form part of a 'quality culture' adopted by all Primary Bidders. Accordingly, Primary Bidders shall include within the scheme submission form for the scheme the quality assurance (QA) procedures they intend to adopt when undertaking the scheme.

The QA procedure must address issues such as the quality of materials used and products installed. However, for appliance schemes, assuming that all products used have relevant CE marking, and have an energy performance rating of A, there are no additional quality monitoring requirements.

Additionally, Primary Bidders must quality assure working practices. There is a requirement to survey and report on the quality of installation in a minimum of:

- 20% of homes receiving cavity wall insulation and 5% of homes receiving loft insulation measures. The Primary Bidder must ensure that there is an equal split of inspections across all Primary Bidder and subcontractor installs, apportioned to the number of measures installed. Quality Monitoring must be carried out on a monthly basis so any issues identified can be addressed sooner and appropriate action taken.
- 100 per cent of properties where heating measures are installed (to be completed before monthly claim submission)

- 100 per cent of more expensive domestic individual measures such as solid wall insulation.

Quality monitoring should be carried out by a suitably qualified, independent person (from a different company, at least as qualified, to the installer of the measures), who should check whether or not the measures have been installed in line with the requirements in Appendix 3 and the current approved British Standards, etc.

Any deficiencies identified in the quality monitoring process must be rectified, re-inspected, and signed off by both quality inspector and customer. Desktop inspections are appropriate on some occasions, such as, if labels are missing, a photograph will confirm that they have been added. Photos taken of remedials (for insulation only) should be GPS stamped to show the date and location of the photo. For insulation installs the inspector must assess the accuracy of the m2 of the property against the m2 claimed under NISEP, to ensure no over-measuring takes place. Primary Bidders should ensure that as part of the Quality Monitoring process for both heating and insulation fully funded schemes that customers are asked if any financial contribution has been sought. Please report on these findings as per the reporting schedule. First inspections should exceed a 90% pass rate. Primary Bidders should be taking appropriate action to ensure this. If there are high levels of failure, the Primary Bidder will have to provide assurances that all installs meet required standards. Quality monitoring is the responsibility of the Primary Bidder.

It is the responsibility of Primary Bidders to inform relevant bodies i.e. BBA / KIWA, of quality monitoring results where concerns have been raised. Please ensure to make these terms transparent to sub-contractors before work commences under NISEP.

NISEP can only be used to fund the initial Quality Monitoring inspection. NISEP funding cannot be claimed for either re-inspections of remedials or for any repairs required to fix works carried out under NISEP. It is the responsibility of the Primary Bidder to ensure that these costs are covered, via the Primary Bidder themselves or their sub-contractor/managing agent. If there are additional works required to meet standards that have been identified at initial inspection, these additional works can be funded under NISEP. However, the re-inspection fee cannot be claimed, as these works should have been carried out at time of initial install.

Primary Bidders must refer to the above points in the Quality Monitoring section of the scheme submission form, and detail how this will be actioned with individual schemes.

Primary Bidders should make it part of the customer terms that customers are required to provide access to the property for quality inspections. It should also be made clear that failure to do so by the customer may require the customer to repay all or part of the NISEP funding that was provided.

Should bidders undertake schemes in conjunction with other organisations, such as the Northern Ireland Housing Executive (NIHE), then while, quality monitoring remains the responsibility of the Primary Bidder; it may be the case that these organisations will undertake the quality monitoring. Should this be the case, Primary Bidders must provide an outline of the quality assurance procedure adopted by the partner organisation for the scheme. Likewise, Quality Assurance

procedures adopted by other nominated scheme partners may be used if suitable and agreed.

Where schemes are undertaken in the industrial and commercial sector, quality monitoring should be undertaken for:

- at least 10 per cent of installations where installations –cost less than £20,000;
- at least 50 per cent of installations where the price is from £20,001 to £50,000;
- 100 per cent of installations where the installation cost exceeds £50,000.

### 6.3 Scheme Auditing

Once the schemes are completed, an audit arranged by the Programme Administrator will take place after Post Implementations Reports have been submitted. The Primary Bidder must be present at the audit and have all the required paperwork/records available for inspection. The purpose of the audit will be to check that the scheme has been implemented in the manner approved by the Utility Regulator, and that the funding has been utilised as reported by the Primary Bidder. Primary Bidders are required to retain all paperwork relating to the scheme operation, procurement, indirect costs, additionality, performance and monitoring and make it available for audit inspection. This information shall be retained by the Primary Bidder for at least seven years after the scheme has been completed.

The following information is likely to be reviewed during Programme Administrator's audit:

- **Financial Information:**

The scheme costs, including but not limited to, evidence of cost of measure, Building Control receipts, indirect costs, and the customer/third party/Primary Bidder contributions to the scheme will be established, and checked against those claimed in the scheme's post implementation report. Invoices must be retained by the Primary Bidder and maybe viewed to verify costs as part of the sample address checking.

The key aim will be to confirm the amount of NISEP funds spent by the Primary Bidder on the approved scheme.

- **Procurement:**

The audit will check that procurement processes used to engage sub-contractors (such as scheme managers, installers, inspectors) and suppliers of measures are designed to ensure best value use of NISEP funding. The EU Energy Services Directive requires that member states in relation to energy services "should endeavour to avoid any distortion of competition in this area, in order to guarantee a level playing field between all energy service providers". All Primary Bidders should ensure that they retain an accurate record of their procurement process (see section 1.6 of this document for additional guidance and details).

- **Installation of Measures:**

The audit will check that the types of measures installed are consistent with the approved scheme submission/variation. With regard to completed schemes, it will be necessary for the Primary Bidder to provide evidence that the numbers and types (including property types) of measures claimed in the PIR are correct and match records compiled during the year. There will be a sample address check carried out on those schemes being audited (over and above any in-year address checks already made).

Some specific areas may include:

- That all new oil and gas central heating systems include a condensing boiler and appropriate heating controls.
- Evidence that where oil or LPG boilers have been replaced, they were over 15 years old or broken beyond viable economic repair.
- Fuel switch has been recorded from existing to new.
- That the age and type of the property has been recorded for each address
- The depth of loft insulation has been recorded for each address; **previous levels of insulation should also be noted at survey stage.**
- That lighting products delivered are EU A-rated for energy consumption.
- That appropriately trained/accredited installers and accredited products have been used.

The audit may involve physical inspection of the installations in a sample of properties.

- **Delivery Mechanisms:**

The audit will check that the delivery mechanisms and terms under which a scheme is offered to customers is in line with that described in the approved scheme submission/variation (as set down in section 4), including the involvement of any retailers or contractors. For priority schemes, evidence of the appropriate targeting of customers using the set vulnerability criteria will be sought.

- **Energy Savings:**

The audit will check that the scheme delivered the required energy savings and that there is supporting documentation to evidence savings achieved. Energy Savings will be calculated in accordance with the methodology used by the Programme Administrator.

- **Additionality:**

The audit will check that there is evidence to support the statement of additionality of the scheme made in the scheme submission. Evidence of

additionality will be inspected and therefore should be retained for audit purposes.

- **Scheme Variations:**

The audit will check that appropriate approval was obtained for any variations to the scheme submission.

- **Monitoring:**

The audit will check the methodology the Primary Bidder had in place for:

- Quality assurance, with regard to the installation of measures (including how failures were rectified, what per cent of installations were checked, who carried out these checks, whether or not measures, in particular LEDs, are of a correct specification).
- Customer satisfaction (including the per cent of customers questioned and how dissatisfied customers were dealt with).

## GLOSSARY

**Carbon/Carbon dioxide emissions** – fossil fuelled power stations generate electricity by burning large amounts of fossil fuels to turn water into steam. These fuels contain carbon and during combustion this combines with oxygen to form carbon dioxide which is a greenhouse gas. Greenhouse gases are accepted as contributing to climate change.

**Carbon neutral** – a fuel source which captures carbon as it grows to release it during combustion may be regarded as carbon neutral since there is no net increase in carbon release.

**Energy efficiency** – using less energy to provide the same level of energy service. For example, insulating a home allows a building to use less heating and cooling energy to achieve and maintain a comfortable temperature. Another example would be installing energy saving light bulbs instead of incandescent lights to attain the same level of illumination. Efficient energy use is achieved primarily by means of a more efficient technology or process rather than by changes in individual behaviour.

**Energy saving light bulbs** –Light Emitting Diodes (LEDs) are a cost-effective option for most general lighting requirements. LEDs are available to fit most fittings and are particularly good for replacing spotlights and dimmable lights, they are more efficient than CFLs and will save you more money in the long term.

**Energy Services** - the physical benefit, utility or good derived from a combination of energy with energy efficient technology and or with action, which may include the operations maintenance and control necessary to deliver the service, which is delivered on the basis of a contract and in normal circumstances has proven to lead to verifiable and measurable or estimable energy efficiency improvement and/or primary energy savings

**Fuel poverty** – a customer is said to be in fuel poverty, or is deemed as ‘fuel poor’ if they need to spend more than 10% of their weekly income on energy in order to obtain an acceptable level of warmth

**‘Hard to heat’ or ‘hard to treat’ homes** – These are homes which are constructed with solid walls, i.e. without a cavity between the outer external wall and the inner wall surfaces.

**Non-priority domestic customers** – an identified domestic customer group who are not deemed as priority generally because they have the means to pay for the energy saving measures from within their own budget.

**Priority domestic customers** – this is an identified domestic customer group within the energy consumer sector. They are deemed as priority because they will benefit most from targeted energy efficiency, renewable energy and heating

system measures. They are vulnerable on the basis of income and their ability to pay for energy particularly during cold periods.

**Public Service Obligation** – A Public Service Obligation (PSO) is a levy which is charged at a flat rate on all units of electricity demand and therefore paid by all electricity customers. The PSO levy is composed of a number of different components one of which is a charge for the NISEP.

**Renewable technologies** – generally, technologies which produce energy without consuming or depleting a fuel and which are driven from sources which can be replenished. Examples appropriate to buildings would be wind turbines, heat pumps, hydro-electric plants, biomass boilers or solar panels for heat or electricity (PV).

**SAP Rating** – SAP is the Government's Standard Assessment Procedure for the energy rating of dwellings. SAP 2005 is adopted by government as part of the UK national methodology for calculation of the energy performance of buildings. It is used to demonstrate compliance with building regulations for dwellings and to provide energy ratings for dwellings.

**Scheme Manager** – someone or an organisation who is contracted by the Primary Bidder to oversee the installations or programme of work.

**Scheme Partner** – refers to some other party who is a main contributor to the scheme in partnership with the Primary Bidder e.g. providing additional funding, providing access to the scheme participants and/or setting up the scheme.

**Statutory Organisation** – an organisation which exists due to a legal or government requirement.

**Sub-contractor** – refers to some other party sub-contracted by the Primary Bidder (or other participant in the scheme acting on its behalf) to carry out work on the scheme e.g. installers or inspectors.

**Sustainable Energy Measures** – The materials and technologies which are used within homes to provide an improvement in energy efficiency. A measure could be the installation of insulation in a loft or cavity wall or a complete heating system.

**Trade Association** – a body which represents the constituent member organisations or individual members associated with a particular trade or activity.

## **ACRONYMS**

BEIS – Department for Business, Energy and Industrial Strategy

BRE – Building Research Establishment

CERT – Carbon Emissions Reduction Target

DfE – Department for the Economy

DfC – Department for Communities

DHW – Domestic Hot Water

EEL – Energy Efficiency Levy

EPoS – Electronic Point of Sale

ESR – Energy Saving Recommended

EU – European Union

HEED – Homes Energy Efficiency Database

LED – Light Emitting Diode

LPG – Liquid Propane Gas

MCS – Micro-generation Certificate Scheme

NIHE – Northern Ireland Housing Executive

NISEP – Northern Ireland Sustainable Energy Programme

OFTEC – Oil Firing Technical Association

ONS – Office of National Statistics

RPI – Retail Price Index

SHP – Social Housing Provider

TRV – Thermostatic Radiator Valve



# Appendices

# Appendix 1

## Scheme Submission Form

*(Please submit the completed registration form to receive a submission pack containing all proforma documents)*



## Scheme Submission Form 2020-21

Please refer to Section 4.0 for scheme submission requirements

|   |  |
|---|--|
| <b>Scheme name</b>  |  |
| <b>Scheme reference number</b>  |  |
| <b>Detailed scheme description</b><br><i>(refer to section 4.3.1 of the Framework Document for further information; for example</i> <ul style="list-style-type: none"> <li>• <i>Measures involved</i></li> <li>• <i>Level of funding being provided</i></li> <li>• <i>Building Control Costs (if applicable)</i></li> <li>• <i>Types of commercial premises targeted (if applicable)</i></li> </ul> |  |
| <b>Scheme category</b>  |  |
| <b>Tenure of properties to be targeted</b>  |  |
| <b>Vulnerability criteria</b><br><i>(if priority scheme)</i>  |  |
| <b>Statement of Additionality</b><br><i>(refer to section 2.2 of the Framework Document)</i>  |  |
| <b>Number of households/commercial premises benefiting</b><br><i>(to correspond to Appendix 1)</i>  |  |
| <b>Detail source of information and provide summary of assumptions</b>  |  |

|   |   |
|---|---|
| <p><b>made in scheme submission spreadsheet</b><br/> <i>(i.e. for measure costs, measure split, fuel split, property type, partial fill CWI and ventilation requirements, where applicable)</i></p>   |   |
| <p><b>Evidence must be provided to support assumptions</b><br/> <i>(Please detail in "Supporting Data/Costs" tab of scheme submission spreadsheet)</i></p>  | <p>Yes <input type="checkbox"/></p>                             |
| <p><b>Scheme linked with other programmes?</b></p>  | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> |
| <p><b>If YES, please provide details of other programmes</b></p>  |   |
| <p><b>Timescale</b><br/> <i>(start and end date)</i></p>  |   |
| <p><b>Geographic location</b></p>   |   |
| <p><b>Marketing Strategy</b><br/> <i>(demonstrate how the scheme will be marketed to meet the geographical location described above and how the scheme will target specified customer groups)</i></p> |   |
| <p><b>Customer satisfaction monitoring</b><br/> <i>(refer to section 6.1 of the Framework Document)</i></p>   |   |
| <p><b>Quality monitoring plan</b><br/> <i>(refer to section 6.2 of the Framework Document)</i></p>  |   |
| <p><b>Primary Bidder's role</b></p>   |   |
| <p><b>Describe the delivery structure of the scheme including procurement processes</b></p>   |   |

|  |  |
|--|--|
| <p><i>(i.e. full compliance with Section 1.6 of the Framework Document is required. Include details of the use of managing agent, third party installer pool, independent quality inspectors etc.)</i></p>   |  |
| <p><b>Statement of how the Primary Bidder will carry out checks to avoid duplicate claims</b></p>  |  |
| <p><b>Outline Building Control Processes</b><br/><i>(where applicable)</i></p>   |  |
| <p><b>Statement of how the Primary Bidder will carry out risk assessments and monitor the Health and Safety aspects of the work to be carried out</b></p>  |  |
| <p><b>Statement of how the Primary Bidder will comply with GDPR</b></p>  |  |
| <p><b>Are the energy savings generated from the Scheme Submission Spreadsheet? (Y/N)</b></p>   | <p>Yes <input type="checkbox"/>                      No <input type="checkbox"/></p> |
| <p><b>If NO, it is assumed savings have been manually entered, please provide evidence to support saving assumptions, this includes domestic lighting</b><br/><i>(i.e. please detail in 'Further Breakdown' tab of scheme submission spreadsheet and provide product specification where applicable)</i></p> | <p>Yes <input type="checkbox"/></p>  |
|  |  |

|   |  |
|---|--|
| <b>TOTAL Funds to be applied for from NISEP (£)<sup>1</sup></b><br><i>(to correspond to Appendix 1, includes Direct and Indirect Costs and must be greater than 20% of total scheme costs)</i>      |  |
| <b>Total NISEP indirect costs (£)</b><br><i>(to correspond to Appendix 1)</i>   |  |
| <b>Other Party Costs (Y/N)</b>  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| <b>If YES, please provide details of Other Party Costs</b>  |  |
| <b>Funding from customer contributions? (Y/N)</b>   | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| <b>If YES, please provide a statement indicating how the scheme will be in the customer's best interests; and for vulnerable customers how they will be directed towards a more suitable scheme</b> |  |
| <b>Scheme Cost Effectiveness p/kWh</b><br><i>(to correspond to Appendix 1, please state to 3.d.p)</i>   |  |
| <b>Have you submitted this or a similar scheme previously? (Y/N)</b>  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| <b>If YES was the scheme successful? (Y/N)</b>  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| <b>If NO please give reasons why you think it has a better chance of success this time</b>  |  |

<sup>1</sup> Where VAT or any other costs are not recoverable elsewhere and the Primary Bidder expects to be reimbursed for such costs from NISEP, they should be included here.

*In my opinion the scheme submitted meets the criteria set out in 2.1 of this Framework Document and I include with this submission summary any other relevant information or documentation which demonstrates this.*

Yes

No

*Please list supplementary documentation included below:*

**Any additional comments**

**Appendix 1  
'Scheme Summary'  
worksheet attached and  
signed? (Y/N)**

*(Forms part of scheme  
submission, one worksheet  
should be submitted per  
scheme)*

Yes

**Appendix 2  
'Scheme Submission  
Summary' file attached?  
(Y/N)**

*(Summary of all scheme  
submissions)*

Yes

**Submitted by**  
*(name of PB contact)*

*I agree that the information contained in this submission is to the best of my knowledge true, accurate and in accordance with the NISEP Framework Document. I will comply with the rules and procedures contained within the Framework Document. I confirm that the manner in which the scheme is implemented will comply with relevant legislation (for the avoidance of doubt this includes actions taken in relation to this scheme by scheme partners appointed by me to implement the scheme). I confirm that the appointment of partners, subcontractors and suppliers will comply with the principles set out in 1.6 of the Framework Document. I am aware that supplying any deliberately false information or making a deliberately false statement may result in prosecution.*

*I agree to supply information to the Programme Administrator as requested within the terms of the Framework Document. I agree to co-operate fully with all audits, including the provision of access to premises and records, and where necessary the physical inspection of installations.*

**Signed on behalf of  
Primary Bidder**

**Job Title**

**Company**

**Date**

## **Appendix 2**

# **Customer Satisfaction Survey Example**



## APPENDIX 2 – CUSTOMER SATISFACTION SURVEY EXAMPLE

### Northern Ireland Sustainable Energy Programme Customer Satisfaction Survey – Heating/Insulation Measures

You have recently been a recipient of heating and/or insulation measures through the Northern Ireland Sustainable Energy Programme. In order to evaluate the success of the programme, it would be useful for us if you could take just a couple of minutes to complete this short questionnaire.

|         |  |
|---------|--|
| Name    |  |
| Address |  |

|    |   |                              |                          |
|----|---|------------------------------|--------------------------|
| Q1 | What measures did you have installed?<br><i>(tick all that apply)</i> | Loft insulation              | <input type="checkbox"/> |
|    |   | Cavity wall insulation       | <input type="checkbox"/> |
|    |   | New heating system           | <input type="checkbox"/> |
|    |   | New heating controls         | <input type="checkbox"/> |
|    |   | Thermostatic radiator valves | <input type="checkbox"/> |

|    |   |                                    |                          |
|----|---|------------------------------------|--------------------------|
| Q2 | How satisfied were you with the quality of work undertaken by the installers? | Very satisfied                     | <input type="checkbox"/> |
|    |   | Quite satisfied                    | <input type="checkbox"/> |
|    |   | Neither satisfied nor dissatisfied | <input type="checkbox"/> |
|    |   | Not very satisfied                 | <input type="checkbox"/> |
|    |   | Not at all satisfied               | <input type="checkbox"/> |

|    |  |            |                          |
|----|--|------------|--------------------------|
| Q3 | Is your home warmer than before the energy saving measure(s) were installed? | Yes        | <input type="checkbox"/> |
|    |  | No         | <input type="checkbox"/> |
|    |  | Don't know | <input type="checkbox"/> |

|    |  |                        |                          |
|----|--|------------------------|--------------------------|
| Q4 | Are your fuel bills lower since the energy saving measures(s) installed?<br><i>(May not be applicable if no fuel bill has been received since installation).</i> | Yes                    | <input type="checkbox"/> |
|    |  | No                     | <input type="checkbox"/> |
|    |  | If yes, please comment |                          |
|    |  |                        |                          |

|    |  |     |                          |
|----|--|-----|--------------------------|
| Q5 | Were you given energy saving advice on how to control your heating system, at the same time as the work was carried out? | Yes | <input type="checkbox"/> |
|    |  | No  | <input type="checkbox"/> |

|    |  |              |                          |
|----|--|--------------|--------------------------|
| Q6 | How would you rate this energy advice? | Excellent    | <input type="checkbox"/> |
|    |  | Good         | <input type="checkbox"/> |
|    |  | Satisfactory | <input type="checkbox"/> |
|    |  | Poor         | <input type="checkbox"/> |

|    |   |              |                          |
|----|---|--------------|--------------------------|
|    |   | Very Poor    | <input type="checkbox"/> |
| Q7 | Overall, how would you rate the energy saving scheme? | Excellent    | <input type="checkbox"/> |
|    |   | Good         | <input type="checkbox"/> |
|    |   | Satisfactory | <input type="checkbox"/> |
|    |   | Poor         | <input type="checkbox"/> |
|    |   | Very Poor    | <input type="checkbox"/> |

If you have any additional comments about any aspect of the work carried out, please use the space below.

*Thank you for taking time to complete the questionnaire, this information is very useful to us to ensure we get the best out of future Northern Ireland Sustainable Energy Programme schemes.*

*Please return the completed form to: (Insert scheme Developer's address).*

## **Appendix 3**

# **Guidance on the use of Energy Efficiency and Sustainable Energy Measures**

## **APPENDIX 3 – GUIDANCE ON THE USE OF ENERGY EFFICIENCY AND SUSTAINABLE ENERGY MEASURES**

The following provides guidance on the installation of sustainable energy measures. Where appropriate, reference is made to relevant British Standards or guidance notes. An overview of British Standards is available at the BSI website at the following address. Copies of the Standards can also be ordered through this site <https://shop.bsigroup.com/>.

This Appendix is for guidance only and does not provide an exhaustive list of relevant Standards. British Standards and other legislation are subject to ongoing update - it is the Primary Bidder's responsibility to ensure that all relevant Standards and Legislation are followed when implementing NISEP schemes.

Primary Bidders undertaking Commercial schemes must use products that are currently on the energy technology list wherever possible:

[https://etl.beis.gov.uk/engetl/fox/live/ETL\\_PUBLIC\\_PRODUCT\\_SEARCH](https://etl.beis.gov.uk/engetl/fox/live/ETL_PUBLIC_PRODUCT_SEARCH). If the Primary Bidder proposes products for installation that are not on the list they must provide evidence to the Programme Administrator that they meet relevant safety and quality standards, as well as evidence of product performance.

### **1.0 INSULATION MEASURES**

#### **1.1 Loft Insulation**

Loft insulation provided under NISEP schemes should ideally be installed to a depth of 270mm. Depths of less than 270mm will only be considered for the accreditation of energy savings where it is physically impossible or unsafe to install 270mm.

Removal of existing loft insulation material should only be carried out if the insulation material is defective. Where there is no failure of the pre-existing product, removal of any pre-existing loft insulation is not permitted solely to allow a 0-270mm job and the associated energy savings. A Primary Bidder can only claim energy savings for the amount of new insulation that is actually required to be installed to provide a minimum of 270mm depth.

The Programme Administrator uses a measure's lifetime to gauge when a measure at a specific property address may need replaced. For example, if loft insulation was installed to required standards 3 years previous, and there has not been some specific incident causing damage, it would not be reasonable for it to be replaced after 3 years based on the measure's lifetime. Therefore, the Programme Administrator would request further documentation to support a claim. In the scenario of loft insulation top ups, again the Programme Administrator would require documentation to support a claim.

The lifetime of loft insulation is assumed to be 30 years.

Loft insulation products must be compliant with the following British or European Standards:

**BS EN 13162:2012+A1:2015** – ‘Thermal insulation products for buildings. Factory made mineral wool (MW) products. Specification This document details the standards loft insulation materials must meet to be eligible as a qualifying action under the Order.

**BS EN 5803 Part 5:1985** – ‘Thermal insulation for use in pitched roof spaces in dwellings. Specification for installation of man-made mineral fibre and cellulose fibre insulation.’ This standard specifies the requirements when installing loft insulation in pitched roof dwellings.

**BS 5250:2011+A1:2016** Code of practice for control of condensation in buildings All lofts insulated by a NISEP scheme must include, where appropriate, loft boarding in order to provide safe access to the cold water tank. When insulating lofts, the loft hatches must be insulated and draught sealed.

In addition to these requirements, good practice when insulating roof spaces requires the insulation of the cold water tank and associated pipe work. The relevant British Standard is:

**BS 5422: 2001** – ‘Method for specifying thermal insulation materials for pipes, tanks, vessels, ductwork and equipment operating within the temperature range - 40°C to +700°C.’

Cases of condensation in newly insulated lofts have been identified in previous programmes. There are several factors that can lead to condensation in lofts, such as failing to draught seal the loft hatch or the blocking of loft vents with insulation. Scheme managers must ensure that their installers take care to minimise the risk of condensation when installing loft insulation.

Insulation installed to 270mm ensures that the loft has a U-value of 0.16W/m<sup>2</sup>K, based on the product installed having a lambda of 0.044W/mK. Suppliers can be accredited for installing other insulates, although the lambda will need to be verified and the thickness recorded to ensure that the loft has the U-value of 0.16W/m<sup>2</sup>K.

## 1.2 Cavity Wall Insulation

The energy savings associated with cavity wall insulation are displayed in the Scheme Submission Spreadsheet. The energy savings differ between homes constructed over the age ranges outlined in the submission spreadsheets. Installers must therefore provide the age of the property insulated when reporting to energy suppliers, to enable Primary Bidders to accurately report on their completed schemes.

It is assumed that any property built between 1991 and 2012 and receiving cavity wall insulation will be a partial fill install and recorded as such on relevant paperwork and on Post Implementation Reports spreadsheets. Older properties which receive partial fill must still be declared and recorded appropriately.

**Properties built from 2012 should not require cavity wall insulation and therefore do not qualify for NISEP funding.**

A declaration from the surveyor and clear evidence must be provided, should a Primary Bidder wish to record an install different from the two scenarios above.

The lifetime of cavity wall insulation is assumed to be 40 years.

The cavity wall insulation material installed must result in a U-value equivalent to or better than 0.50W/m<sup>2</sup>K and must be certified by an appropriate UKAS accredited certification body (BBA or similar). If using an accreditation body other than BBA please provide the Programme Administrator with the relevant information for consideration and approval. The following British Standards and must be conformed with:

**BS EN 13162:2012+A1:2015** – Thermal insulation products for buildings. Factory made mineral wool (MW) products

**BS EN 13163:2012+A1:2015**

Thermal insulation products for buildings. Factory made expanded polystyrene (EPS) products.

**BS 8104:1992**

Code of practice for assessing exposure of walls to wind-driven rain

The suitability of full fill cavity construction is dependent on the exposure of the site and the nature of the outer leaf. Further information is given in BRE's BR262 'Thermal Insulation: Avoiding Risks', NHBC Standards, and Zurich Building Guarantees Technical Manual.

**Best Practice Guidelines**

The technical requirements are outlined in the following documents published by Cavity Insulation Guarantee Agency (CIGA):

*Assessor's Guide: Suitability of external walls for filling with cavity wall insulation. Part 1 existing buildings, revised April 2013*

*Technician's Guide to Best Practice – Installing cavity wall insulation,*

*Technician's Guide to Best Practice – Flues, chimneys and combustion air ventilators.*

*Conservatories, Technical Guidance Note.*

*Ventilation requirements on a cavity wall installation must be adhered according to the CIGA best practice guidelines. Combustion air ventilation requirements 1<sup>st</sup> July 2014*

**Partial Fill Cavity Wall Insulation**

Partial fill insulation is permitted under NISEP and must meet technical standards as outlined by an appropriate body such as BBA or CIGA. Energy savings pertaining to partial fill jobs are downgraded to 25.9% of the original post-1976 values and are used across all property types and fuels for partial fill jobs.

It is assumed that any property built between 1991 and 2012 and receiving cavity wall insulation will be a partial fill install and recorded as such on relevant paperwork and on PIR spreadsheets. Older properties which receive partial fill must still be declared and clearly identified on submission and PIR spreadsheet.

**Properties built after 2012 should not require cavity wall insulation and therefore will not qualify for NISEP funding.**

A declaration from the surveyor and clear evidence must be provided, should a Primary Bidder wish to record an install different from the two scenarios above.

**Extraction and Refill**

Extraction and refill jobs are permitted, providing they account for no more than 10% of jobs (under a fully-funded scheme). These do not need to be costed in the Submission Spreadsheet but any intention to carry out extraction and refill work must be specified in the Submission Form regardless of it being fully funded or otherwise. (under a cash-back scheme, it is assumed the recipient is funding the extraction and NISEP is part funding the insulation, however the total job cost must be recorded clearly in the PIR).

Where extraction and refill jobs are being carried out, they should only be done where the existing insulation material is defective. Extraction and refill is not permitted solely to remove old fibre and replace with new bead where there is no failure of the pre-existing product.

**Cavity Wall Insulation Guarantee Certificates**

A valid cavity wall insulation guarantee i.e. CIGA, GDGC (or equivalent) must be provided to the customer when the cavity wall insulation work has been completed. A copy of the certificate must also be provided to the Programme Administrator. If using a guarantee body other than CIGA or GDGC (or equivalent), please provide the Programme Administrator with the relevant information for consideration and approval. In providing approval, the Programme Administrator and Utility Regulator make no judgement as to the likelihood that a particular guarantee will be honoured if the issuing body ceases to exist or does not have sufficient funds to honour the guarantee.

It is the Primary Bidders responsibility to ensure that the customer is left with sufficient paperwork in order to make a claim (if needed) under a guarantee.

1.3 Draught Proofing

When calculating the draught proofing energy savings, BRE has assumed that only buildings with 'high ventilation rates' should be insulated to merit the accreditation of the energy savings listed in the Submission Spreadsheet. Scheme managers should therefore attempt to target homes with 'high ventilation rates' when undertaking draught proofing schemes. Typically, this type of home will be in an exposed position, or have ill-fitting or sash style windows.

The lifetime for draught proofing measures is assumed to be 10 years.

The British Standard relevant to the materials used for draught proofing is:

**BS 7386: 1997** – ‘Specification for draught strips for the draught control of existing doors and windows in housing.’ This Standard specifies the requirements for products to fit the common types of installed doors and windows in housing not originally designed to incorporate draught stripping.

**BS 7880: 1997** – ‘Code of practice for draught control of existing doors and windows in housing using draught strips.’ This standard specifies the requirements when installing draught-proofing.

#### 1.4 Hot Water Cylinder Insulation

Details of the assumptions behind the energy savings for cylinder insulation are provided in the BRE report, contained in Appendix 1 of this document.

A lifetime for cylinder insulation is assumed to be 10 years.

The relevant British Standard for cylinder insulation is:

**BS 5615: 1985** – ‘Specification for insulating jackets for domestic hot water storage cylinders.’ This Standard specifies the performance, in terms of the maximum permitted heat loss, the materials, design and marking of jackets for cylinders to BS699 and BS1566.

#### 1.5 Radiator Panels

The energy savings shown below are attributable to radiator panels constructed in a 'louvered' or 'saw toothed' fashion (with raised ridges) and incorporating a reflective surface, which is by far the most common method of design.

The energy savings on a 'per square metre installed basis' are 112.8kWh/annum for gas heated homes and 108.8 kWh for oil heated homes of solid wall construction. These savings are attributable to panels installed behind radiators on external solid walls.

The above data is based on measurements on a panel with a reflective surface. Panels are available which do not have a reflective surface, in which case its effect on energy saving should be taken as one half of the above value.

Radiator panel energy savings should be calculated on a 'per panel' basis. This calculation requires the assessment of the area of the radiator panel, which should then be applied to the data shown above. For example, a panel with a surface area of 0.3 square metres would achieve energy savings of 30kWh when installed.

In submitting such schemes, Primary Bidders should indicate the numbers of panels forecast to be installed, therefore allowing the overall scheme savings to be calculated. Primary Bidders should include a breakdown of their calculations in their Statement of Method for the scheme. The energy savings values and total area of panel installed should be entered into the 'other insulation' section of the Scheme Submission Spreadsheet.

A measure lifetime of 10 years should be assumed for radiator panels.



## 1.6 Solid Wall Insulation

Energy saving figures are available from the Energy Saving Trust for a variety of different solid wall insulation products and for a range of target U-values.

Solid wall installation (internal or external) is typically installed to achieve U-values of 0.30 W/m<sup>2</sup>K.

The lifetime of solid wall insulation is 36 years.

The following technical standards and specific requirements apply and solid wall insulation materials must conform to the following British or European Standards:

**BS EN 13914-1:2016** – ‘Design, preparation and application of external rendering and internal plastering – Part 1: External rendering.’ This standard specifies the materials, aspects of design, mixes and methods of application of cement-based renderings to all common types of new and old backgrounds. It also includes advice on the inspection and repair of defective renderings.

**BS 8212:1995** – ‘Code of practice for dry lining and partitioning using gypsum plasterboard.’ This standard contains recommendations for materials, design backgrounds and insulation of dry lining to walls, ceilings and partitioning.

When solid wall insulation is composed of material for which no British or European Standard exists, the material must be certified by the British Board of Agrément (BBA), or another UKAS Accredited Technical Approval Body for their thermal performance.

### **Guidelines**

Guidelines for solid wall insulation (of an existing wall) recommend an improvement to the U-value of 0.30W/m<sup>2</sup>K in line with Building Regulations.

Further details are provided in the following publication:

<http://www.buildingcontrol-ni.com/assets/pdf/TechnicalBookletF12012.pdf>

## **2.0 LIGHTING MEASURES**

### 2.1 LED Lighting

LED lighting that is suitable for domestic applications is being developed by a wide range of manufacturers. The most common LED products available are replacements for existing halogen reflector lamps (spotlights). The benefits are low power consumption and an extremely long lifetime. Compact Fluorescent Lamps (CFLs) in domestic properties and halogen lamps are no longer eligible measures under NISEP. **LED bulbs installed via NISEP should be A+ rated.**

Schemes that plan to install LED lamps should ensure that the performance of the lamps meets the requirements of this Standard: 2009/125/EC Eco design requirements for directional lamps, light emitting diode lamps and related equipment. Primary Bidders should contact the Programme Administrator if guidance on the suitability of specific products is required.

A lighting calculator has been added to the scheme submission spreadsheet for domestic schemes.

To support lighting replacement for Priority Domestic Schemes, the surveyor must record on the survey form, per property, the average wattage of the original bulbs being replaced along with the wattage of the bulbs installed. At the end of the NISEP year, Primary Bidders must take an average across all properties and update Row 4 and 5 of the Domestic Lighting Tab of the Scheme Submission Spreadsheet, accordingly.

Primary Bidders must also enter the numbers and types of lamps installed by their lighting schemes into the relevant place in the Scheme Submission Spreadsheet. The lifetimes of the lamps (in hours) is also required to be entered into the spreadsheet. The lifetime entered should be as displayed on the approved list. Where the life status is shown as 'ongoing' the manufacturer's claimed lifetime (i.e. as shown on the packaging) should be entered into the spreadsheet.

Commercial LED schemes should have savings calculated based on the on-site survey that will include operating hours, wattage of new lamps and wattage of old lamps etc. These should be entered manually to the scheme submission spreadsheet, with all background calculations detailed on the further breakdown tab.

However, for Commercial Lighting schemes, not all lighting on a site will be used for the same amount of time so there could be many individual calculations required at a given site. Therefore for all Commercial Lighting Schemes, lifetime years should be based on approx. running hours. For sites with broadly continuous operations: Enter energy savings over a 9 year lifetime and for sites with up to 12 hours operations per day: Enter energy savings over a 20 year lifetime. Primary Bidders must provide the rationale of site mix entered. For schemes installing variable speed drives, compressors or other energy efficient technology, the measure lifetime entered into the scheme submission spreadsheet must be based on the manufacturer's declared lifetime (in hours) divided by the operational hours of the site. For example, a site operating for 8,000h per year receiving a variable speed drive with a rated lifetime of 100,000h would claim savings over a lifetime of 12.5 years (100,000 / 8,000). Again, Primary Bidders must be able to provide background and supporting documentation for lifetime years entered.

### **3.0 HEATING MEASURES**

#### **3.1 Boilers**

Any new boiler provided by a NISEP scheme should be gas fired wherever gas is available to fuel it. Primary Bidders must ensure that scheme criteria states that if gas is available it will be installed. Please ensure your scheme application form and T&C's reflect this. Oil should only be provided in exceptional circumstances.

Schemes replacing old oil boilers should ensure that the make, model type and age of the boiler is recorded.

Boilers installed in schemes must be 'A' rated. A database of boiler efficiency can be found at:

<https://www.ncm-pcdb.org.uk/sap/searchpod.jsp?id=17>

It indicates the energy efficiency of all currently available boilers.

A spreadsheet containing energy, carbon and financial savings for all the different heating replacement scenarios (e.g. electric heating to new oil condensing boiler/solid fuel heating to new gas condensing boiler) is available from the Programme Administrator upon request.

The lifetime assumed for boilers is 15 years.

Several British Standards also apply:

**BS 5440-1:2008** –Flueing and ventilation for gas appliances of rated input not exceeding 70 kW net (1st, 2nd and 3rd family gases). Specification for installation of gas appliances to chimneys and for maintenance of chimneys.

**BS 5440-2:2009** **BS 5440** Part 2: 2000 – ‘Flueing and ventilation for gas appliances of rated input not exceeding 70 kW net (1st, 2nd and 3rd family gases). Specification for the installation and maintenance of ventilation provision for gas appliances.

**BS 6798:2014** –‘Specification for selection, installation, inspection, commissioning, servicing and maintenance of gas-fired boilers of rated input not exceeding 70 kW net.

**BS 7671: 2001** – ‘Requirements for electrical installations, IEE wiring regulations, 16th Edition.’

**BS EN 14336:2004** - Heating systems in buildings. Installation and commissioning of water based heating systems.

**BS EN 12828:2012+A1:2014** - Heating systems in buildings. Design for water-based heating systems.

**BS EN 12831-1:2017** - Energy performance of buildings. Method for calculation of the design heat load. Space heating load, Module M3-3.

### 3.2 Heating Controls

The Submission Spreadsheet enables the calculation of energy savings from heating controls. The savings are calculated by entering the existing controls scenario before installation, and then entering the type of heating controls installed by the scheme.

The spreadsheet assumes different 'packages' of controls, as follows:

Package A: No controls or hot water tank thermostat.

Package B: Room thermostat\*.

Package C: Roomstat and Thermostatic Radiator Valves (TRVs)\*.

Package D: TRVs without a Roomstat\*.

Package E: Delayed start Roomstat and TRVs\*.

Package F: Intelligent heating controls and TRVs\*.

*\*These control options include a hot water tank thermostat. For packages C – F, TRVs are assumed to be fitted on each radiator in the property.*

Installations will meet the standards outlined in the guidelines to the Northern Ireland Building Regulations 2012.

<http://www.buildingcontrol-ni.com/regulations>

In addition, heating controls must all be installed in line with:

**BS 7671:2018** – ‘Requirements for electrical installations, IEE wiring regulations, 17th Edition’

**BS EN 14336:2004** - Heating systems in buildings. Installation and commissioning of water based heating systems

**BS EN 12828:2012+A1:2014** - Heating systems in buildings. Design for water-based heating systems

**BS EN 12831-1:2017** - Energy performance of buildings. Method for calculation of the design heat load. Space heating load, Module M3-3

### **Best Practice guidelines**

A lifetime of 15 years is assumed for heating controls.

The Scheme Submission Spreadsheet should be used to calculate the energy savings from heating controls. The spreadsheet contains savings options for either installing heating controls in tandem with a new boiler or installing controls only. The numbers of each type of control package to be installed should be entered into the relevant worksheet. The results are linked automatically to the main spreadsheet.

TRVs should be fitted on all radiators in a dwelling except in rooms where there is a room thermostat. The number of TRVs that can be fitted in a dwelling is dependent on a number of factors such as the number of rooms and the number of radiators present. To allow flexibility when reporting on heating projects involving TRVs, the Scheme Submission Spreadsheet has a section where the total number of TRVs installed under a scheme can be inputted. The spreadsheet calculates the energy savings by multiplying the number of TRVs installed by the savings attributable to a single TRV.

## **4.0 ENERGY EFFICIENT APPLIANCES**

### **4.1 Introduction**

As a general rule, efficient cold and wet appliances provided by NISEP schemes must be the most efficient in class (at the time of scheme submission) i.e. the highest EU energy consumption labelling rating available for that product)

## 4.2 Energy Saving Data for Cold Appliance Schemes

The methodology for calculating savings for appliance schemes should be requested from the Programme Administrator on a case by case basis. The two most common scenarios for delivering appliance projects are:

- An incentive to purchase a more efficient appliance.
- A trade-in of a working appliance.

### 4.2.1 Incentive Schemes

Customers in the market for a new appliance, normally buy the average product currently sold within the range of energy labels. In this scenario they are incentivised to purchase a more efficient appliance. The savings will be the difference between the sales weighted average consumption and the consumption of the promoted product.

For example:

'A' Rated frost free fridge freezer = 295 kWh/annum consumption.

Sales weighted average for frost free fridge freezer = 516 kWh/annum.

Energy Saving =  $516 - 295 = 221$  kWh/annum over a 15 year lifetime.

Primary Bidders should contact the Programme Administrator on a case by case basis to receive the correct figures.

### 4.2.2 'Trade-in' Schemes

Under trade-in schemes, customers are able to trade in a working appliance for a more efficient appliance. To qualify, the appliance is assumed to be working at the time of trade in and then be destroyed (in an environmentally acceptable manner) to avoid entry into the second hand market. The savings will be the difference between the average consumption of the existing population of that particular product and the more efficient product.

There is a two-fold saving; firstly, by removing the existing, inefficient appliance from the market, the consumption over the remainder of the product life is avoided; and secondly, a more efficient appliance is purchased than would normally be the case. Estimating the remaining lifetime of the existing appliance is subject to considerable uncertainty. On the one hand, it could be argued that only very old appliances will be traded-in, so the lifetime will be relatively short. On the other hand, once an appliance enters the second hand market, its lifetime will tend to be longer than the normal average lifetime.

The Energy Saving Trust has analysed a number of scenarios taking account of the two elements of savings. The conclusion is that a simple basis for estimating the total savings from trade-in schemes is to apply the savings from existing appliance to the promoted product for two thirds of the appliance life.

For example:

An 'A' rated frost-free fridge freezer is provided by the scheme = 295kWh/annum consumption.

Existing frost-free fridge freezer = 785 kWh/a consumption.

Energy saving = 785 - 295 = 490 kWh/annum over a 10 year lifetime.

Primary Bidders should contact the Programme Administrator on a case by case basis to receive the correct figures.

#### 4.2.3 Cold Appliance Disposal

Councils have a responsibility to remove old domestic appliances from customer's homes, although a cost may be levied.

Primary Bidders undertaking appliance schemes should provide the customer with the relevant contact details and appropriate guidance as to appliance disposal.

#### 4.3 Wet Appliances

Energy consumption figures for wet appliances should be requested from the Programme Administrator when considering a scheme that will provide a washing machine or dishwasher. Data will be provided that illustrates the average energy consumption of 'A' rated washing machines and dishwashers, and the typical energy consumption of the existing appliances that they will replace in a trade-in scenario. A sales weighted average value is also provided. If the energy consumption of the appliance provided by the scheme is known, this figure can be used in place of the average 'A' rated consumption. The lifetime for these types of appliance is assumed to be 15 years. In a trade in scenario, as with cold appliances, this would be reduced by 1/3.

#### **Washing Machines Example:**

|  |               |
|--|---------------|
| Average 'A' rated energy consumption:      | 165kWh/annum. |
| Energy consumption of existing appliances: | 237kWh/annum. |
| Sales weighted average:                    | 201kWh/annum. |

#### **Dishwashers:**

|  |               |
|--|---------------|
| Average 'A' rated energy consumption:      | 228kWh/annum. |
| Energy consumption of existing appliances: | 415kWh/annum. |
| Sales weighted average:                    | 297kWh/annum. |

*Source: GfK home audit; ECI Oxford.*

Primary Bidders should contact the Programme Administrator on a case by case basis to receive the correct figures.

## **5.0 RENEWABLE ENERGY SCHEMES**

This section provides information on factors taken into account when quantifying the benefits of installing micro generation measures. This section will not provide energy saving data for all micro generation measures. The Energy Saving Trust

undertakes field trials of micro generation measures and is continually updating energy saving assumptions based on the results. Primary Bidders wishing to undertake a scheme involving micro generation measures should contact the Programme Administrator to discuss their proposal.

The Microgeneration Certification Scheme (MCS) has been set up to ensure that the quality of micro generation products and their installation is of an appropriate standard.

Micro generation products installed in NISEP schemes must be accredited by the MCS and they must be installed by a MCS accredited installer. (SolarKeymark products are considered to be equivalent to MCS and therefore are also allowed).

Further details on the MCS can be found at the following web link:

<http://www.microgenerationcertification.org>

Installers should also be signed up to the Renewable Energy Consumer Code further details of which can be found at:

<http://www.recc.org.uk>

Please contact the Programme Administrator for advice on renewable energy measures that may be considered for inclusion in NISEP schemes and for guidance on their installation.

## **6.0 OTHER RELEVANT LEGISLATION**

The following legislation (not an exhaustive list) may or may not apply to works carried out during a NISEP scheme.

The legislation can be reviewed at the following website: <http://www.hmsso.gov.uk>

It is the responsibility of each Primary Bidder to ensure that they have carried out their schemes in accordance with appropriate legislation.

### **Construction (Health Safety & Welfare) Regulations 1996**

These regulations are aimed at protecting the health, safety and welfare of everyone who carries out construction work. They also give protection to other people who may be affected by the work.

### **Health and Safety at Work Act 1974**

(HASAWA) provides a wide, embracing, enabling framework for health, safety and welfare in the UK.

### **Construction Design and Management (CDM) Regulations 1994**

These regulations have been produced to ensure that Health, Safety and Environmental issues are addressed during the life-cycle of a building or plant.

### **Control of Substances Hazardous to Health 1994 (COSHH)**

This legislation prohibits work involving exposure to hazardous materials (chemicals, micro-organisms, gases, etc.) unless a 'suitable and sufficient' assessment of these exposures has been carried out.

### **Noise at Work Regulations 1989**

These regulations aim to protect workers from the risk of hearing damage due to excessive noise.

### **Electricity at Work Regulations 1989**

The purpose of these regulations is to ensure precautions are taken against the risk of death or personal injury from electricity in work activities.

### **Environmental Protection Act 1990**

The aim of this Act is to ensure that any potential polluting process has an authorisation from either the Environment Agency or Local Authority and that control measures are in place to prevent, minimise or render harmless emissions into the surrounding environment.

### **Ozone depleting substances (ODS) regulation 2000**

This regulation affects users, producers, applicants, maintenance and servicing engineers, and those involved in the disposal of all ODS. These include chlorofluorocarbons (CFCs), hydro chlorofluorocarbons (HCFCs), halons, 1,1,1 trichloroethane, carbon tetrachloride and bromochloromethane (CBM). These substances are mainly used in refrigeration, air-conditioning, foam blowing, as solvents and in fire-fighting.



## **Appendix 4**

# **Role of the Programme Administrator and Relationship with the Utility Regulator**

## **APPENDIX 4 - ROLE OF THE PROGRAMME ADMINISTRATOR AND RELATIONSHIP WITH THE UTILITY REGULATOR**

### Appointment of the Programme Administrator

Under the terms of the Northern Ireland Electricity Networks Ltd. (NIE Networks) Licence the Northern Ireland Authority for Utility Regulation (the Utility Regulator) may appoint a Programme Administrator to oversee the detailed operation of the Northern Ireland Sustainable Energy Programme (NISEP). The role of Programme Administrator is defined by Condition 43 of the NIE Networks plc licence.

### Role of the Programme Administrator

The role of the Programme Administrator and the relationship with the Utility Regulator will be formalised by an agreement/contract. The Programme Administrator (PA) must carry out the role defined in the agreement covering the broad areas as set out below:

#### 1. General Administration and Review of NISEP

- PA will develop and maintain appropriate and detailed administrative procedures for management of the NISEP;
- PA will develop and maintain tracking spreadsheets to contain summary information of schemes for each NISEP year. It will track spent and unspent funds via scheme variation reports and interim reports from bidders to ensure that there is no overall overspend of NISEP funds and that under-spend is reduced as far as possible;
- PA will assist the Utility Regulator in developing the NISEP and put forward proposals for appropriate energy saving targets, incentive mechanism, revisions to the rules and procedures etc. This will include an annual review of the operation and performance of the Programme including the types of schemes allowed;

PA will undertake other related activities as is reasonably required by the Utility Regulator in relation to the NISEP.

- PA will undertake duplicate checks.

#### 2. Registration of Primary Bidders

- PA will advise potential applicants on the registration process and criteria to be met;
- PA will approve applicants for Primary Bidder registration using the criteria laid out in the Framework Document and recommend to the Utility Regulator for endorsement;
- PA will process the registration of primary bidders and keep a record of their applications;
- PA will provide ongoing advice and guidance to registered Primary Bidders throughout all stages of the design, implementation and reporting of schemes.

### 3. Review and Updating of Framework Document

- PA will maintain and update on an annual basis the Framework Document, including relevant appendices, for the NISEP. This includes re-evaluation of the incentive mechanism where necessary and the method of calculating the cost effectiveness targets, updating of figures in tables as appropriate and any other updates deemed necessary to the content of the Framework Document;
- PA will evaluate and recalculate on an annual basis, and within year if necessary, the cost effectiveness targets for each category of scheme using the method described within section 3.6 of the Framework Document or as agreed with the Utility Regulator.

### 4. Evaluation and Monitoring of Schemes

- PA will provide technical advice to Primary Bidders to assist in scheme development;
- PA will receive scheme submissions from Primary Bidders with all the necessary associated documentation and information, including but not limited to a summary scheme submission form as shown in Appendix 1 of the Framework Document and scheme submission spread sheets;
- PA will liaise with Primary Bidders as necessary to ensure the requirements of the Framework Document have been met in the development of each scheme;
- PA will assess and endorse scheme submissions with reference to the criteria laid out in the Framework Document, to include verification and validation of scheme proposals, cost-effectiveness of schemes and energy savings to be expected. PA will forward recommendations for award of funding to Utility Regulator for final approval;
- PA will provide ongoing assessment of the progress of approved submissions with reference to the Framework Document. PA will oversee the scheme variation process including the endorsement of proposed variations that are consistent with the Framework Document and where appropriate forward to the Utility Regulator for approval;
- PA will assess and endorse submissions of invoices and proof of work done as outlined in section 2.5 of the Framework Document;
- PA will receive five-month and eight-month interim progress reports from Primary Bidders and post-implementation reports with associated information, ensuring schemes are delivered as per approved submission/scheme variation. PA will ensure that the final energy savings claimed for schemes are calculated correctly and adjusted if necessary in line with the parameters set out in the Framework Document. PA will liaise as required with Primary Bidders to ensure any queries are sorted out before forwarding reports to Utility Regulator for approval;
- PA will calculate incentives earned by Primary Bidders, as appropriate, using overachievement on energy saving targets and ensuring that there is

no double counting of energy savings as per section 3.6 of the Framework Document.

## 5. Maintaining Records, Auditing and Reporting

- PA will keep and maintain adequate records of all approved and unapproved schemes and associated documentation. It will maintain a database of schemes including, statement of method, variations, outputs in terms of measures installed and energy savings and funding spent. The data will be maintained and updated on a regular basis. Scheme records and data will be handed over to the Utility Regulator at the end/termination of the Programme Administrator contract;
- PA will provide the Utility Regulator with monitoring information on the geographical spread of households benefiting from the NISEP on an annual basis, to include the numbers and types of measures installed and the level of NISEP activity in each District Council area;
- PA will, where it is required to hold the relevant data, provide additional analysis or statistics relating to NISEP schemes as reasonably required by the Utility Regulator.
- PA will engage a professionally qualified auditor or accountant to carry out a random sample of scheme audits on an annual basis to verify that they have been delivered in line with the approved statement of method (to include random physical checks on installations for those schemes being audited) and that the energy savings claimed are correct. PA will prepare an audit report for the Utility Regulator;
- PA will follow up on issues arising from the audit reports and make recommendations for improvements to future schemes;
- PA, as and when required, will engage with a professionally qualified auditor or accountant, approved by the Utility Regulator, to provide assurance on the financial and administrative processes operated by the Programme Administrator;
- PA will operate a zero tolerance policy in relation to fraud in terms of both the undertaking of schemes by primary bidders and the administration of the programme;
- PA will complete an annual report, in a format appropriate for publication, on the performance of the NISEP. This will include the results of all NISEP schemes implemented, a summary of overall savings achieved, a summary of measures installed and the geographic spread of customers benefitting, an analysis of NISEP spend including incentives paid to participants and details of any relevant issues that arose during the year.

The Programme Administrator is registered with the Information Commission as a Data Controller

On behalf of the Utility Regulator, the Programme Administrator evaluates all schemes submitted under NISEP against the relevant criteria, and provides technical advice to assist in scheme development. The Programme Administrator

carries out audits of completed schemes to verify that they have been delivered in line with the approved statement of method.

There is a Data Sharing Agreement in place between the Utility Regulator and the Programme Administrator.

Note: The Utility Regulator and the Programme Administrator will operate a zero tolerance policy in relation to fraud.

# Appendix 5

## NISEP Accredence Document

**APPENDIX 5 - NISEP ACCEDENCE DOCUMENT (THE AGREEMENT)**

This Deed of Agreement must be executed by all Primary Bidders and delivered to the Programme Administrator by [xxxx 20xx].

Private & Confidential

**DATED** **20**

---

**[xxxxxxxxxxxxx]** **(1)**

**and**

**THE NORTHERN IRELAND AUTHORITY FOR UTILITY REGULATION** **(2)**

---

**NISEP ACCEDENCE DOCUMENT**

**(THE AGREEMENT)**

---

## CONTENTS

| Clause | Heading  | Page          |
|--------|--|---------------|
| 1      | Definitions and Interpretation .....                     | <u>9798</u>   |
| 2      | Commencement and Duration .....                          | <u>103404</u> |
| 3      | The Project .....  | <u>103404</u> |
| 4      | Information .....  | <u>103404</u> |
| 5      | Inspection .....   | <u>104105</u> |
| 6      | Funding of Eligible Costs and Incentives .....           | <u>104105</u> |
| 7      | Conduct of the Project.....                              | <u>105406</u> |
| 8      | Project Completion.....                                  | <u>105406</u> |
| 9      | Suspension of Payments.....                              | <u>105406</u> |
| 10     | Return of Funding.....                                   | <u>106407</u> |
| 11     | Termination.....   | <u>107408</u> |
| 12     | Disclosure, publicity and confidential information ..... | <u>109410</u> |
| 13     | Force Majeure .....                                      | <u>111412</u> |
| 14     | Partnership, agency and third parties .....              | <u>111412</u> |
| 15     | Documentation .....                                      | <u>112413</u> |
| 16     | Adequacy of damages .....                                | <u>112413</u> |
| 17     | Liability and indemnity .....                            | <u>112413</u> |
| 18     | Assignment and benefits.....                             | <u>113414</u> |
| 19     | Insurance.....   | <u>113414</u> |
| 20     | Severance .....  | <u>113414</u> |
| 21     | Audits.....  | <u>114415</u> |
| 22     | Service of Notices.....                                  | <u>114415</u> |
| 23     | Governing law .....                                      | <u>114415</u> |



THIS DEED OF AGREEMENT is made this [xx] day of [xxxxxxx] 20[xx]

**BETWEEN:**

- (1) [xxxxxxxxxxxxx][*delete as appropriate*: a company limited by shares and incorporated/a company limited by guarantee and incorporated / a charity registered / a statutory organisation [ Properly registered or incorporated in Northern Ireland or its country of origin] (registered number xxxxx) whose registered office is at [xxxxxxxxxxxxxxxxxxxxx]("**Primary Bidder**"); and
- (2) **The Northern Ireland Authority for Utility Regulation** a body corporate acting on behalf of the Crown whose address is at Queens House, 14 Queen Street, Belfast BT1 6ED ("**the Utility Regulator**").

**WHEREAS:**

- (A) The Primary Bidder is an organisation which has been registered to offer energy saving and/or renewable measures in accordance with the Approved Schemes under the **NISEP**.
- (B) The Fund represents a limited amount of funding for the provision of sustainable energy measures for third parties.
- (C) On behalf of the **Utility Regulator**, the **Programme Administrator** administers and manages the **NISEP** and is responsible for ensuring the appropriate allocation of funding under the **NISEP**.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**1 Definitions and Interpretation**

- 1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the respective meanings set out below:

**"Agreement"** means this agreement including the Schedules appended to it.

|                                   |  |
|-----------------------------------|--|
| <b>“Approved Scheme”</b>          | means each of those Schemes including any variations thereto which have been approved by the Utility Regulator in accordance with the Framework Document. Any Approved Scheme whether or not approved subsequent to the Date of Commencement shall form a separate Schedule to and be part of this Agreement.                            |
| <b>“Business Day”</b>             | means any day which is not a Saturday, a Sunday or a bank or public holiday in Northern Ireland.   |
| <b>“Competent Authority”</b>      | means any court of competent jurisdiction and any local, national or supranational agency, inspectorate, minister, ministry, administrative or regulatory body, authority, official or public or statutory person (whether autonomous or not) of, or of the government of Northern Ireland, the United Kingdom or of the European Union. |
| <b>“Confidential Information”</b> | means, those matters or information as set out in Clause 12.   |
| <b>“Date of Commencement”</b>     | means the date of this Agreement.  |
| <b>“Direct Subsidies”</b>         | means the reimbursement for measures as specified in the Framework Document and representing the reimbursement of the reasonable cost of providing measures under Approved Schemes by the Primary Bidder. For the avoidance of doubt, Direct Subsidies excludes Indirect Costs.  |
| <b>“Directive”</b>                | means, Directive 2006/32/EC on energy end-use efficiency and energy services.  |
| <b>“Eligible Costs”</b>           | means, in relation to an Approved Scheme, Direct Subsidies and Indirect Costs.   |

|  |   |
|--|---|
| <b>“Environmental Information Regulations”</b> | means the Environmental Information Regulations 2004  |
| <b>“Framework Document”</b>                    | means the document entitled the Framework for Northern Ireland’s Energy Efficiency Levy Programme prepared by the Energy Saving Trust on behalf of Utility Regulator dated September 2014 or any document which supersedes such document.   |
| <b>“Force Majeure”</b>                         | means, in respect of a Party, an event outside the reasonable control of that Party affecting its ability to perform any of its obligations under this Agreement including Act of God, fire, flood, lightning, war, armed hostilities, revolution, act of terrorism, riot or civil commotion, but excluding industrial action or failures of suppliers. |
| <b>“FOIA”</b>                                  | means the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.  |
| <b>“Fund”</b>                                  | means a fund, established by Northern Ireland Electricity plc (or the successive holder of its electricity transmission licence), for such period and amount as may be specified in the Framework Document for the purpose of subsidising the operation and delivery of improvement measures in accordance with NISEP.                                  |
| <b>“Funding”</b>                               | means the application of NISEP funds to the Primary Bidder in accordance with this Agreement.   |
| <b>“Good Industry Practice”</b>                | means, in relation to any undertaking and any circumstances, the exercise of that degree of skill,  |

diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;

**“Incentive”** means a payment to the Primary Bidder in respect of that Primary Bidder achieving a level of energy savings (GWh) which is greater than the energy saving target set according to the level of funding spent and the target cost effectiveness for the category of measure and calculated in accordance with the Framework Document.

**“Indirect Costs”** means scheme management and other indirect costs which have been reasonably and efficiently incurred by the Primary Bidder specified in the Approved Schemes.

**“Law”** means any statute, directive, statutory instrument, regulation, order or equivalent legal instrument, or any binding decision of a Competent Authority.

**“NISEP”** means the energy efficiency programme known as the Northern Ireland Sustainable Energy Programme which is designed to promote energy efficiency measures and/or the use of renewable technologies and is approved by the Utility Regulator (or any successor or alternative energy efficiency programme which the Utility Regulator may from time to time approve).

**“Party”** means either of the Primary Bidder or the Utility Regulator (and **“Parties”** shall mean both of them).

**“Post-Implementation Report”** means the report submitted to the Project Administrator which confirms outturn results of the approved Scheme including but not limited to final spend, final number of measures carried out and outturn energy savings.

|   |  |
|---|--|
| <b>“Post-Implementation Report Approval Letter”</b> | means the approval letter sent from the Utility Regulator to the Primary Bidder following satisfactory completion of the Post-Implementation Report.   |
| <b>“Programme Administrator”</b>                    | means any legal or natural person who has been appointed by the Utility Regulator for the purposes of administering on the Utility Regulator’s behalf part or all of the NISEP in the terms expressed in the Framework Document or any other contract or agreement concluded with that person. |
| <b>“Project”</b>                                    | means the delivery of the Approved Schemes collectively according to this Agreement by the Primary Bidder.   |
| <b>“Request for Information”</b>                    | means a request for information under either the FOIA or the Environmental Information Regulations.  |
| <b>“Scheme”</b>                                     | means those group of energy saving and/or renewable measures and their delivery mechanisms proposed by the Primary Bidder and described in the Scheme Submission.  |
| <b>“Scheme Submission”</b>                          | means details of each Scheme as submitted to the Programme Administrator by the Primary Bidder and as summarised using Appendix 1 of the Framework Document.   |
| <b>“State Aid”</b>                                  | means the law in relation to Article 107 of the Treaty on the Functioning of the European Union.   |

1.2 In this Agreement, except to the extent that the context otherwise requires:

- (a) reference in the singular shall include references in the plural (and vice versa) and words denoting natural persons shall include corporations and any legal entity (and vice versa);
- (b) the words and phrases **“other”**, **“including”** and **“in particular”** shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible;

- (c) references to a particular Clause or Schedule are references to that clause of, or schedule to, this Agreement;
  - (d) any reference to “this Agreement” or to any other agreement or document is a reference to it as amended, supplemented, novated or superseded from time to time and includes a reference to any document which amends, is supplemental to, novates, or is entered into made or given pursuant to or in accordance with any terms of it;
  - (e) references to any legislation, statute, statutory instrument, regulation or order (or any provision thereof) shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted, and (iii) any provision which subsequently supersedes it, supplements it, or re-enacts it (with or without modification);
  - (g) the headings are inserted for convenience only and are to be ignored for the purposes of construction; and
  - (h) reference to “Primary Bidder”, “Northern Ireland Electricity plc” or to “the Utility Regulator” shall include reference to their respective successors, reference to the respective persons to whom they transfer this Agreement in accordance with its provisions, and (to the extent commensurate therewith) reference to the respective persons to whom they assign and/or sub-contract their rights and/or obligations under this Agreement in accordance with its terms.
- 1.3 Where no time period is specified for performance of any obligation under this Agreement, the obligation shall be required to be performed within a reasonable period of time.
- 1.4 If there is an inconsistency between any provisions of this Agreement and the NISEP Framework Document or between the Agreement and any of its schedules, then the provisions of this Agreement shall prevail.
- 1.5 Upon a Scheme Submission becoming an Approved Scheme it shall be incorporated as a schedule to this Agreement and shall form part of it.
- 1.6 No variation to an Approved Scheme shall be valid unless it has either been approved in accordance with or allowed for under the Framework Document Appendix 4.

1.7 Subject to clauses 1.5 and 1.6, this Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

## **2 Commencement and Duration**

2.1 This Agreement shall commence on the Date of Commencement and shall continue in force until it is terminated in accordance with this Agreement.

## **3 The Project**

3.1 The Primary Bidder shall use best endeavours to implement and complete the measures in accordance with and as set out in the Approved Schemes.

3.2 The Primary Bidder shall comply with the requirements on it as set out in the Framework Document and shall operate at all times according to Good Industry Practice.

## **4 Information**

4.1 The Primary Bidder shall ensure that all information provided under this Agreement including any Scheme Submission, is reliable, accurate and complete, and complies with the requirements of the Framework Document.

4.2 The Primary Bidder shall furnish the Programme Administrator and the Utility Regulator with such information or documents relevant to the NISEP as they may in their discretion require, including but not limited to:

(a) written progress reports of the Project as and when requested by the Programme Administrator, such reports to be satisfactory to the Programme Administrator;

(b) technical progress reports on the Project as and when requested by the Programme Administrator, such reports to be satisfactory to the Programme Administrator; and

(c) any information required under the Framework Document.

4.3 The Primary Bidder shall notify the Utility Regulator and the Programme Administrator promptly if the implementation or execution of the Project is suffering

significant delays or if an event of Force Majeure is occurring or has occurred.

- 4.4 The Primary Bidder shall at all times accurately maintain all books, accounts and records required by law (whether in the United Kingdom or otherwise) and in accordance with Good Industry Practice.

## **5 Inspection**

- 5.1 In order to ensure the proper and effective utilisation of the Fund, the Primary Bidder shall permit the Programme Administrator and the Utility Regulator (or such duly authorised agent of either) to enter the premises of the Primary Bidder during normal working hours (unless a statutory or regulatory obligation requires entry outside of these hours) to inspect any asset and any accounting or other record in respect of any funding which has been paid or may become payable in connection with the Approved Scheme and to review and, if applicable, copy the same.

## **6 Funding of Eligible Costs and Incentives**

- 6.1 Subject to the terms of this Agreement, the Utility Regulator shall authorise a payment of Funding from the Fund in respect of Eligible Costs in relation to the amounts specified in the Approved Schemes only.
- 6.2 The Utility Regulator shall have the right to set-off any amount in respect of monies due to the Fund from the Primary Bidder, against any monies to be authorised for payment to the Primary Bidder.
- 6.3 In respect of Eligible Costs, the Utility Regulator shall authorise the release of a payment within 30 Business Days of the dates set out in the Framework Document and receipt of the following:
- (a) a valid statement specifying the relevant amount of Funding; and
  - (b) satisfactory evidence of completion of the work as required by the Framework Document; and
  - (c) valid endorsement by the Programme Administrator.
- 6.4 Subject to the terms of this Agreement, the Utility Regulator shall authorise a payment from the Fund in favour of the Primary Bidder in respect of Incentives within 30 Business Days of the Utility Regulator issuing a Post-Implementation Report Approval Letter. Incentives shall be calculated in accordance with the Framework



Document.

6.5 The Utility Regulator may in its absolute discretion reduce any Incentive payable in respect of an Approved Scheme in line with 3.6 of the Framework Document or where the Primary Bidder has failed to achieve the required standards of either customer satisfaction or quality to a material extent and which has not been satisfactorily remedied, as set out in the Framework Document.

6.6 Any payment in favour of the Primary Bidder under this Agreement may be subject to an audit or review and may be adjusted or recovered based on the results of such audit or review.

## **7 Conduct of the Project**

7.1 The Primary Bidder shall ensure that Approved Schemes are implemented and conducted in a manner that is compliant with any applicable law.

7.2 The Primary Bidder shall use all reasonable endeavours to ensure that Approved Schemes are implemented and conducted in a manner so as to be consistent with the requirements on the Utility Regulator in law in relation to:

- (a) State Aid; and
- (b) Article 6 of the Directive.

## **8 Project Completion**

8.1 Upon completion of the Project, the Primary Bidder shall issue a Post-Implementation Report to the Programme Administrator for review.

8.2 Following completion of that review and once the Utility Regulator is satisfied that the Primary Bidder has completed the Project in accordance with the terms of this Agreement and the Framework Document, it shall issue a Post-Implementation Report Approval Letter to the Primary Bidder and an authorisation for any payment of Funding which is due, not to be unreasonably withheld.

## **9. Suspension of Payments**

9.1 The Utility Regulator may suspend authorisation of any payment without notice, in addition to any other remedy under this Agreement or in Law, in the following circumstances:

- (a) When the Utility Regulator has reason to believe or suspect that any of the following apply:
  - (i) any payment under this Agreement has been deemed or is likely to be deemed State Aid;
  - (ii) the Primary Bidder has breached any term of this Agreement;
  - (iii) fraud or misuse of Funding in respect of an Approved Scheme has occurred;
  - (iv) the actions or omissions of the Primary Bidder, or the terms or manner of implementation of an Approved Scheme, have the effect that the Utility Regulator may reasonably be said to be, or to be likely to become, in breach of any requirement of Law.
- (b) There is an ongoing criminal investigation in relation to any aspect of the NISEP.
- (c) The Primary Bidder has notified the Utility Regulator or the Programme Administrator that an event of Force Majeure has occurred or is occurring.

9.2 In any case where:

- (a) a breach by the Primary Bidder of its obligations under this Agreement is capable of remedy and without giving rise to concern over the future management of the Project that breach is remedied within a reasonable period notified to the Primary Bidder by the Utility Regulator; and
- (b) such breach is the sole reason for the exercise of the Utility Regulator's right to cease making payments in accordance with clause 9.1,

the Utility Regulator shall reinstate the authorisation of the Funding.

## 10 **Return of Funding**

10.1 The Utility Regulator may require the Primary Bidder to promptly repay to the Fund such proportion of the Funding as the Utility Regulator may reasonably specify in writing in the following circumstances:

- (a) the Primary Bidder commits a material breach of this Agreement and fails to remedy the breach within 20 Business Days of notice requiring it to do so;

- (b) the Primary Bidder withdraws from an Approved Scheme or otherwise ceases to proceed with the Project, and does not recommence the Project within 20 Business Days of a notice requiring it to do so;
- (c) there is reason to suspect corruption or fraud in relation to any of the Funding provided to the Primary Bidder;
- (d) the Funding is held to be incompatible with State Aid law.

10.2 Where any sums are repayable to the Fund under the provisions of this Clause 10 and the Primary Bidder has failed to comply with any requirement under this Agreement, the Utility Regulator shall be entitled to recover from the Primary Bidder the reasonably incurred costs of the Utility Regulator in establishing the Primary Bidder's repayment liability and in recovering the sums due.

10.3 Neither failure to exercise nor any delay in exercising any right, power, privilege, or remedy under this Agreement shall in any way impair or affect the exercise thereof or operate as a waiver in whole or in part.

10.4 No single or partial exercise of any right, power, privilege or remedy under this Agreement shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.

## **11 Termination**

11.1 This Agreement shall terminate 20 Business Days after the issue of the Post-Implementation Report Approval Letter to the Primary Bidder.

11.2 The Utility Regulator may also terminate this Agreement at any time in the following circumstances:

- (a) The Primary Bidder commits a material breach of any of its obligations under this Agreement which in the view of the Utility Regulator is incapable of remedy;
- (b) The Primary Bidder fails to remedy or persists in any breach of any of its obligations under this Agreement (other than as referred to in (a) above) after having been required in writing to remedy or desist from such breach within a period of 20 Business Days;
- (c) If by the end of the period of three months from the date on which the

schemes are approved the Primary Bidder has not initiated the Project to the reasonable satisfaction of the Utility Regulator;

- (d) An audit of the Primary Bidder's management or conduct in relation to any Approved Scheme or any funds paid to it fails to provide adequate and reasonable assurance to the Utility Regulator in respect of the proper administration of the Project and any NISEP funding (and for the avoidance of doubt this includes any NISEP-related conduct or funding paid prior to the Commencement Date);
- (e) An order is made or a resolution is passed or a petition is presented for the winding up of the Primary Bidder or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the Primary Bidder;
- (f) An order is made for the appointment of an administrator to manage the affairs, business and property of the Primary Bidder or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Primary Bidder or notice of intention to appoint an administrator is given by the Primary Bidder or its directors or by a qualifying floating charge holder (as defined in paragraph 15 of Schedule B1 to the Insolvency (Northern Ireland) Order 1989);
- (g) A receiver is appointed over any of the Primary Bidder's assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Primary Bidder or if any other person takes possession of or sells the Primary Bidder's assets;
- (h) The Primary Bidder makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way;
- (i) The Primary Bidder becomes bankrupt and/or the Primary Bidder is unable to pay its debts within the meaning of Article 103 of the Insolvency (Northern Ireland) Order 1989 or any statutory modification or re-enactment thereof;  
or
- (j) The Primary Bidder enters a voluntary arrangement or composition with its creditors and/or distress or execution order is levied or Enforcement of Judgement Office proceedings are commenced against any of the property of

the Primary Bidder or any similar proceedings are commenced in any other jurisdiction.

- (k) In the reasonable opinion of the Utility Regulator, the actions or omissions of the Primary Bidder, or the terms or manner of implementation of an Approved Scheme, have the effect that the Utility Regulator may reasonably be said to be, or to be likely to become, in breach of any requirement of Law.

11.3 Either Party may terminate this Agreement in an event of Force Majeure which has continued for longer than 40 Business Days and upon giving 10 Business Days' notice in writing.

11.4 Termination shall be without prejudice to any claim or right arising out of any breach of any obligation under this Agreement occurring before then and without prejudice to those clauses which are expressly (or by implication) intended to survive termination (including Clauses 14, 15, 16, 17, 18, 20, 21, 22 and 23).

## 12 **Disclosure, publicity and confidential information**

12.1 The Utility Regulator may publish details of the following:

- (a) amounts and types of Funding made available to the Primary Bidder under the Approved Scheme; and
- (b) the details of any application made under this Agreement; and
- (c) the details of outcomes for the year as contained within, but not limited to a Post Implementation Report.

at such times and in such manner as the Utility Regulator may decide.

12.1 The Primary Bidder may only publish or release details of any information and/or any application made under this Agreement with the prior written approval of the Utility Regulator.

12.2 The Primary Bidder shall render the Utility Regulator such assistance as the Utility Regulator may reasonably request in connection with any publicity which the Utility Regulator may deem appropriate in respect of the NISEP.

12.3 Any know-how or proprietary information including business plans and policies of the Primary Bidder provided to the Utility Regulator and marked confidential shall be

treated as Confidential Information for the purposes of this Agreement.

- 12.4 The Utility Regulator shall make reasonable endeavours to ensure that Confidential Information herein is treated as confidential and accordingly shall not be disclosed to any other person or entity other than to its professional advisors who are subject to obligations of confidence or as required by law or to the Programme Administrator, without the prior written consent of the Primary Bidder.
  - 12.5 The Primary Bidder acknowledges that any information required under either this Agreement or the Framework Document has not been obtained by virtue of the provisions of the Energy (Northern Ireland) Order 2003, Part II of the Electricity (Northern Ireland) Order 1992 or Part II of the Gas (Northern Ireland) Order 1996.
  - 12.6 The Primary Bidder acknowledges that the Utility Regulator is subject to the requirements of FOIA and the Environmental Information Regulations and shall assist and co-operate with the Utility Regulator (at the Primary Bidder's expense) to enable the Utility Regulator to comply with these information disclosure requirements.
  - 12.7 The Primary Bidder shall and shall ensure that its sub-contractors performing obligations in connection with this Agreement shall:
    - (a) transfer any Request for Information to the Utility Regulator as soon as practicable after receipt and in any event within three days of receiving a Request for Information;
    - (b) provide the Utility Regulator with a copy of all information in its possession or power in the form that the Utility Regulator requires within seven days (or such other period as the Utility Regulator may specify) of the Utility Regulator requesting that information; and
    - (c) provide all necessary assistance as reasonably requested by the Utility Regulator to enable the Utility Regulator to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of the Environmental Information Regulations.
- a. The Utility Regulator shall be responsible for determining in its absolute discretion whether any information:
    - (a) is exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations;

(b) is to be disclosed in response to a Request for Information, and in no event shall the Primary Bidder respond directly to a Request for Information unless expressly authorised to do so by the Utility Regulator.

12.9 The Primary Bidder acknowledges that the Utility Regulator maybe obliged under FOIA or the Environmental Information Regulations to disclose Information:

(a) without consulting with the Primary Bidder, or

(b) following consultation with the Primary Bidder and having taken its views into account,

provided always that where this Clause 12.9(b) applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Primary Bidder advanced notice, or failing that, to draw the disclosure to the Primary Bidder 's attention after any such disclosure.

12.10 The Primary Bidder acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Authority may nevertheless be obliged to disclose Confidential Information in accordance with Clause 12.9.

### **13 Force Majeure**

13.1 If either Party is affected by an event of Force Majeure then the affected Party shall notify the other in writing giving details of the relevant matters and shall keep the other reasonably informed of events. The affected Party shall take all reasonable steps to minimise the effects of the Force Majeure on the performance of its obligations under this Agreement.

13.2 The Primary Bidder shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Project if such delay or failure result solely from an event of Force Majeure. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations by the Utility Regulator or Programme Administrator.

### **14 Partnership, agency and third parties**

14.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any

commitments for or on behalf of any other Party.

14.2 The Primary Bidder remains wholly liable under this Agreement for any conduct of partners, managers, sub-contractors or agents working on its behalf in relation to its obligations hereunder.

14.3 Any sub-contract, the costs of which are to be claimed as an Eligible Cost, must be awarded according to the principles of best value for money (best price-quality ratio), transparency and equal treatment (for information on what is acceptable see 1.6 of the Framework Document).

## **15 Documentation**

15.1 The Primary Bidder shall retain all documentation relating to the Project for a period of seven years following termination and provide a copy of any documentation upon request to the Utility Regulator for the duration of that period.

15.2 The Primary Bidder shall provide a copy of such documentation to any Competent Authority upon request regarding any payment under the NISEP which may be considered State Aid by that Competent Authority.

## **16 Adequacy of damages**

16.1 Except as expressly provided in this Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16.2 Without prejudice to any other rights or remedies that the Utility Regulator may have, the Primary Bidder acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the Primary Bidder. Accordingly, the Utility Regulator shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

## **17 Liability and indemnity**

17.1 The Primary Bidder shall, until twelve years from termination, indemnify, keep indemnified and hold harmless the Utility Regulator from all actions, claims, demands, liabilities, damages, costs, losses or expenses (including without limitation consequential losses, loss of profit, loss of reputation and all interest, penalties, legal and other professional costs and expenses) resulting from any action or omission



by the Primary Bidder or those it engages to fulfil its obligations under this Agreement.

- 17.2 The Primary Bidder acknowledges that the Utility Regulator has no responsibility, financial or otherwise, for expenditure or liability arising out of the NISEP and any Approved Scheme, including that arising as a result of the purchase of equipment, marketing expenditure and/or consumable items.

## **18 Assignment and benefits**

- 18.1 The Primary Bidder may not, without the prior written consent of the Utility Regulator, assign or in any way encumber any right to receive funding or other benefit or entitlement in connection with NISEP.
- 18.2 No term of this Agreement shall be enforceable by a third party (being any person other than the parties hereto) under the Contracts (Rights of Third Parties) Act 1999.
- 18.3 The Primary Bidder shall ensure that Funding is applied only in accordance with the terms of this Agreement, in particular in accordance with the approved schemes.

## **19 Insurance**

- 19.1 The Primary Bidder shall at its own expense insure with a reputable firm of insurers, all its property, assets and effects of an insurable nature, including (without limitation) its buildings, plant, machinery and equipment against all and any loss, damage, risk, contingency or public liability as may from time to time be requested by the Utility Regulator (or, if no such request is made, against such loss, damage, risk, contingency or public liability as a prudent company or firm in the same business as the Primary Bidder would insure against) to the full replacement value thereof and shall produce the policy or policies of insurance together with proof of payment of the necessary premiums to the Programme Administrator on request.

## **20 Severance**

- 20.1 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 20.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the intention of the Parties.

## 21 Audits

- 21.1 The Primary Bidder agrees to all requirements in the Framework Document in respect of any audit. In addition to such audit processes, the Utility Regulator may, at any time up to five years after termination, arrange for audits to be carried out, in relation to any aspect of the Project.
- 21.2 Such audits may cover financial, technical and other aspects (such as accounting and management principles) relating to the proper execution of the Project and the application of Funding.

## 22 Service of Notices

- 22.1 Any written notice to be served by the Utility Regulator on the Primary Bidder under the terms and conditions of the Agreement may be served by ordinary first class post, or facsimile transmission. The Primary Bidder will be deemed to have been duly served with the notice on the day it is sent if sent by facsimile transmission or on the following day if sent by first class post.

## 23 Governing law

- 23.1 The Agreement shall be governed in all respects by the laws of Northern Ireland and the Parties hereby irrevocably submit to the exclusive jurisdiction of the Northern Ireland Courts for all purposes in connection with this Agreement.

Executed as a deed by [xxxxxxxx] acting by [xxxxxxxx/ NAME OF FIRST DIRECTOR], a director and [xxxxxxxx /NAME OF SECOND DIRECTOR/SECRETARY], [a director OR its secretary]

Executed as a deed by the Utility Regulator acting by [ / NAME OF FIRST DIRECTOR], a director and [ /NAME OF SECOND DIRECTOR/SECRETARY], [a director OR its secretary]

## **Appendix 6**

# **Minimum Requirements of a Fraud Policy**

## **APPENDIX 6 – MINIMUM REQUIREMENTS OF A FRAUD POLICY**

### **Fraud Policy**

The statement of internal procedures and zero tolerance policy towards fraud to be supplied by Applicants as part of the registration process must include the following:

- 1) **Accountable Officer.** Must be a named senior person within the organization who will have responsibility for fraud policy and procedures.
- 2) **Internal delegations.** May include responsibility for prevention/detection/reporting of fraud at all staff levels.
- 3) **Identification of fraud procedures.**
- 4) **Internal audit procedures and roles.**
- 5) **Compliance procedures.**

Internal fraud response plan to include

- 1) **Internal reporting and investigating procedures.**
- 2) **Disciplinary/prosecution policy and procedure for recovery of losses.**
- 3) **Reporting requirements.**

# **Appendix 7**

## **State Aid Guidance and Declaration Forms**

## **Appendix 7 – State Aid Guidance and Declaration Forms for Commercial Schemes**

### **Undertakings in the Commercial Sector**

All Primary Bidders operating schemes under the NISEP which benefit commercial entities should note the following and act accordingly.

#### **State Aid**

Benefits given to commercial entities by public authorities, or at their direction, may be considered State aid and are subject to regulation in order to avoid distortions of competition. In principle, this may include benefits given under the NISEP. However, smaller amounts of aid (known as de minimis aid) are not considered State aid if they fall below a certain threshold, €200,000 (or its sterling equivalent), over a three year period.

Going forward and before committing to providing benefits to commercial entities under the NISEP, Primary Bidders must ensure that:

1. All commercial entities receiving benefits (“Recipients”) under the NISEP are notified that they are beneficiaries of aid under the de minimis aid Regulation (Commission Regulation (EC) No. 1998/2006, “the Regulation”), and
2. Recipients provide a declaration in relation to de minimis aid, to the Primary Bidder.

The required notice and declaration are set out below. They can be given and returned in either paper or electronic format. Where Primary Bidders do not have time to change application forms, these can be separate from any application documentation.

In accordance with this addendum and from the date of this notice, Primary Bidders must ensure that benefits under the NISEP are not granted to commercial undertakings without giving notice and receiving a valid declaration.

Primary Bidders should note that there are different rules which apply to some types of undertaking and the Regulation does not permit de minimis aid under the Regulation to be given to such firms (“Excepted Undertakings”).

The list of Excepted Undertakings is as follows:

- Undertakings active in the fishery and aquaculture sectors;
- Undertakings active in the primary production of agricultural products;
- Undertakings active in the coal sector;
- Aid for the acquisition of road freight transport vehicles granted to undertakings performing road freight transport for hire or reward;

- Undertakings in difficulty.

Primary Bidders should provide Recipients with a copy of the list of the Excepted Undertakings at the time of notification but will not be expected to provide advice on it.

Generally, we will not require Primary Bidders to verify the veracity of declarations. However where information becomes available to the Primary Bidder or its partnership agent that a declaration is false, then the offer of benefits under the NISEP must be withdrawn, any work which is not contracted should be halted and the Utility Regulator and Programme Administrator must be informed.

Primary Bidders will be expected to retain records of all commercial undertakings who have received de minimis aid for at least 7 years and produce them on request by any UK public authority, the Programme Administrator or the European Commission.

In addition to the above, the Utility Regulator has decided that in order to help prevent inappropriate claims, all commercial undertakings receiving NISEP benefits will be required to declare that they have not claimed or received more than one lot of NISEP funding or benefits from any NISEP scheme in respect of the same work.

## **NISEP - Notice to commercial recipients**

Name of Firm.....Date .....

In accordance with EC regulation 1998/2006<sup>1</sup> (the "Regulation"), the benefits under the NISEP are classified as de minimis aid. The Regulation states that there is a ceiling of €200,000 (or its sterling equivalent) for all de minimis aid that can be provided to any one firm over a 3-year period.

Proposed gross value of benefit<sup>2</sup> to you under the NISEP:.....

Before we can proceed in providing any funding, services or goods under the NISEP you must make and return a valid Required Declaration from commercial recipients.

Any de minimis aid awarded to you under this offer letter will be relevant if you wish to apply or have applied for any other de minimis aid.

For the purposes of the Regulation, you must retain this letter for at least 3 years from the date of receipt and produce it on request by any UK public authority or the European Commission. To ensure appropriate allocation of funding under the NISEP recipients are also required to give a declaration that they have not claimed or received funding or benefits more than once under the NISEP in respect of the same work.

Notes: 1.OJ L379 of 28/12/2006.

2. Gross value of benefit means the benefit before any deduction of tax or any other charge.

## **NISEP - Required Declaration from commercial recipients**

(to be returned once complete)

We declare that:-

1. The total amount of de minimis aid that we will receive as a result of the proposed grant under the NISEP in this and the previous two financial years will not exceed €200,000 (or its sterling equivalent);
2. We are not an excepted undertaking for the purpose of the Regulation; and
3. We have not claimed for or received more than one lot of NISEP funding, services or goods from any NISEP scheme in respect of the same work.

Signature.....

Print name.....

For and on behalf of .....(name of recipient firm)

Date.....



## **Undertakings in the Agricultural Production Sector**

All Primary Bidders operating schemes under the NISEP which benefit undertakings in the agricultural production sector (excluding fisheries and aquaculture)<sup>2</sup> should note the following and act accordingly. For businesses other than those covered here, there are separate rules regarding de minimis aid and Primary Bidders should consult the relevant addenda.

### **State Aid**

Benefits given to the agricultural production sector by public authorities, or at their direction, may be considered State aid and are subject to regulation in order to avoid distortions of competition. In principle, this may include benefits given under the NISEP. However, smaller amounts of aid (known as *de minimis* aid) are not considered State aid if they fall below certain thresholds. The threshold for the agricultural production sector is €7,500 (or its sterling equivalent), over a period of three fiscal years (i.e. the current and the two previous fiscal years).

Primary Bidders must ensure that:

1. All undertakings in the agricultural production sector receiving benefits (“Recipients”) under the NISEP are notified that they are beneficiaries of aid under Commission Regulation (EC) No. 1535/2007, (“the Regulation”), and
2. Recipients provide a declaration in relation to de minimis aid, to the Primary Bidder.

The required notice and declaration are set out below. They can be given and returned in either paper or electronic format. Where Primary Bidders do not have time to change application forms, these can be separate from any application documentation.

In accordance with this addendum and from the date of this notice, Primary Bidders must ensure that benefits under the NISEP are not granted to recipients without first giving notice and receiving a valid declaration.

Primary Bidders should note that de minimis aid cannot be awarded to “undertakings in difficulty” within the meaning of the Regulation<sup>3</sup>. A clause to this effect is included into the recipient’s declaration.

Generally, we will not require Primary Bidders to verify the veracity of declarations. However where information becomes available to the Primary

---

<sup>2</sup> This means those businesses which are active in the primary production of agricultural products (listed in Annex I of the Treaty on the Functioning of the European Union) but excluding fisheries and aquaculture products, for which there are separate rules.

<sup>3</sup> See Art 1 of Commission Regulation (EC) 1535/2007 and the Community guidelines on State aid for rescuing and restructuring firms in difficulty (OJ C 244, 1.10.2004, p. 2.)

Bidder or its partnership agent that a declaration is false, then the offer of benefits under the NISEP must be withdrawn, any work which is not contracted should be halted and the Utility Regulator and Programme Administrator must be informed.

Primary Bidders will be expected to retain records of all undertakings who have received de minimis aid for at least 7 years from the date on which the last individual aid was granted under the scheme and produce them on request by any UK public authority, the Programme Administrator or, within a period of 20 working days, to the European Commission.

In addition to the above, the Utility Regulator has decided that in order to help prevent inappropriate claims, all commercial undertakings receiving NISEP benefits will be required to declare that they have not claimed or received more than one lot of NISEP funding or benefits from any NISEP scheme in respect of the same work.

## **NISEP - Notice to undertakings in the Agricultural Production Sector**

Name of Firm.....Date .....

In accordance with EC regulation 1535/2007<sup>1</sup> (the "Regulation"), the benefits under the NISEP are classified as de minimis aid to the agricultural production sector. The Regulation states that there is a ceiling of €7,500 (or its sterling equivalent) for all de minimis aid that can be provided to any one undertaking over a period of three fiscal years (i.e. the current and two previous fiscal years).

Proposed gross value of benefit<sup>2</sup> to you under the NISEP:.....

Before we can proceed in providing any funding, services or goods under the NISEP you must make and return a valid Required Declaration.

Any de minimis aid awarded to you under this offer letter will be relevant if you wish to apply or have applied for any other de minimis aid.

For the purposes of the Regulation, you must retain this letter for at least 3 years from the date of receipt and produce it on request by any UK public authority or the European Commission. To ensure appropriate allocation of funding under the NISEP recipients are also required to give a declaration that they have not claimed or received funding or benefits more than once under the NISEP in respect of the same work.

Notes: 1. Official Journal of the European Union L337 21.12.2007, pages 35 - 41.

2. Gross value of benefit means the benefit before any deduction of tax or any other charge.

## **NISEP - Required Declaration from undertakings in the Agricultural Production Sector** (to be returned once complete)

We declare that:-

1. The total amount of de minimis aid that we will receive as a result of the proposed grant under the NISEP in this and the previous two fiscal years will not exceed €7,500 (or its sterling equivalent);

2. We are not an "undertaking in difficulty" within the meaning of the Regulation and

3. We have not claimed for or received more than one lot of NISEP funding, services or goods from any NISEP scheme in respect of the same work.

Signature.....

Print name.....

For and on behalf of ..... (name of undertaking)

Date.....

---