



**Framework Document for the
Northern Ireland Sustainable Energy
Programme
2014-15**



September 2013

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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 2014/15 and the call for schemes will take place in September 2013. The rules in place in this document are binding on participants, and shall be subject to the terms and conditions included in the Accedence Agreement 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);
- Scheme Completion Post Implementation Form (Appendix 3);
- Scheme Variation Form (Appendix 4);
- Interim Progress Report Form (Appendix 5);
- Guidance on the use of the different energy efficiency and sustainable energy measures, and a list of legislation relevant to sustainable schemes (Appendix 6);
- Details on the role of the Programme Administrator (Appendix 7); and
- Accedence Agreement (Appendix 8);
- Minimum Requirements of a Fraud Policy to be supplied by Applicants (Appendix 9).
- State Aid Guidance and Declaration Forms for Commercial Schemes (Appendix 10)

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.

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.

Further review of the NISEP will take into consideration the outcome of the Department of Enterprise, Trade and Investment's review of energy efficiency provision in Northern Ireland. Pending the outcome of this review, the NISEP has been rolled over for a further year, 2014-15.

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

Between June and November 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 to allow for time to assess eligibility before 30 November, which is the deadline for bids for schemes. If Primary Bidder status is not granted before 30 November bids for schemes will not be accepted.

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 at least two unrelated signatures 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 Agreement 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.

If Primary Bidder status is withdrawn, the organisation in question will not be permitted to reapply for registration for a period of five years.

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 £50,000 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 benefited 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 Agreement 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 from the Primary Bidder:
 - 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 organizations 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.

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.

1.5 Amount which may be bid for by each Primary Bidder

The maximum total bid for the first year of participation in the NISEP as a Primary Bidder will be £500,000 or (for non-licence holders) 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 schemes in the first year, the maximum bid cap may be removed. 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.

The minimum bid for individual schemes will be £50,000.

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 of any sort between a scheme partner or sub-contractor who is not a Primary Bidder and the Utility Regulator. It is the responsibility of the Primary Bidder to sufficiently vet any scheme partner or sub-contractor it may chose to work with and to ensure that they comply with all relevant laws and obligations. 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.

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.

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.

For the avoidance of doubt, in regard to the selection of other organisations and suppliers of measures primary bidders and their agents should adopt good practice by adopting 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.

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.

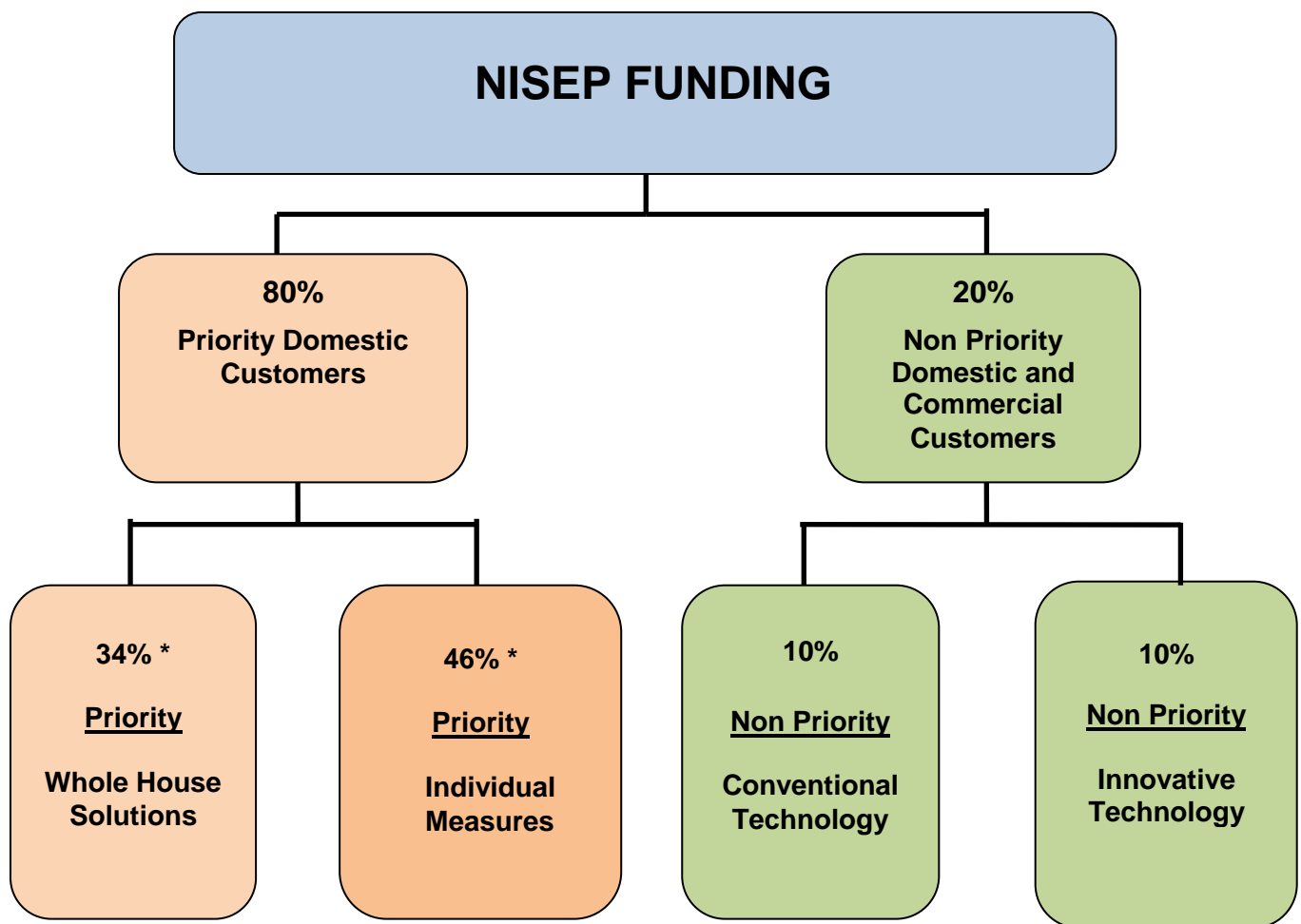
Half of priority group funding will be ring fenced for schemes which do not require a contribution from priority customers.

- 34% of NISEP funds will be ring-fenced for priority domestic 'whole house solutions' (at least half of which should go to schemes in which no priority customer contribution is sought)
- Leaving 46% for other schemes such as priority domestic individual measures (again at least half of the funding for this category should go to schemes in which no priority customer contribution is sought). However, it should be noted that whole house type schemes can still receive funding above the level of the ring-fence, subject to the fact that these schemes would be competing 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 two equal funding groups of 10% for conventional non-priority domestic and commercial schemes and 10% for innovative non-priority domestic and commercial 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. In this event any reallocated money will be directed to other schemes in the same category first (i.e. priority funding would be reallocated within the priority category before the non-priority category would be considered and vice versa).

Figure 1.1 NISEP Funding Allocation



** 50% 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 2013. 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;
- Scheme submissions and the information contained within must comply with the NISEP operational rules and procedures as set out in this Framework Document;
- 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 adopted. Funding cannot be used for research, demonstration or purely educational projects;
- Schemes must be designed to target either priority or non-priority customers but not both;
- 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 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 approved 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;
- 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;
- 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 1998 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 expected 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%

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 describing how NISEP funding would ensure additionality is achieved.

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 project 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; and
- 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.

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 L (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.

Measures installed in new build homes will not be counted as additional, unless a declaration can be provided from the housing developer to confirm that the house would have met current Building Regulations without the measure, and that the NISEP's funding has enabled the developer to exceed 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.

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.

Retailers

Where additionality is being determined through the change in market share, for example some consumer electronics schemes, the market share will be determined before and after the Primary Bidder's activity through the use of Electronic Point of Sale (EPoS) data from the retailer.

When retailers or manufacturers are providing sales data to Primary Bidders, a covering letter should be provided to confirm which period the EPoS data covers and that these sales all took place in NI and exclude trade sales. The letter should also confirm that the measures and, if applicable, marketing activities were subsidised by the Primary Bidder and funding has not been received for these measures from any other party.

When delivering measures through a retailer, a marketing plan detailing the activities the retailer or manufacturer has agreed to carry out, must be provided. This will help demonstrate that the operation of the scheme will result in an improvement in sustainability or an increase in energy savings above what would have happened without the scheme. This should include when and how the measures will be promoted in the store(s). Energy savings attributed to retailer based schemes will be based on the level of increased sales rather than the total sales during the period of the promotion.

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 in 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.

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

NISEP Funding	2013/14	2014/15
Total Fund Available	7,941,946	7,941,946
Programme Administrator's fee	107,835	110,000*
Amount Available for Schemes	7,834,111	7,831,946*
Priority Customers	6,267,289	6,265,557*
Whole House Solutions	2,663,598	2,662,862*
Whole House - no customer contribution sought	1,331,799	1,331,431*
Individual Measures	3,603,691	3,602,695*
Individual Measures – No customer contributions sought	1,801,845	1,801,348*
Non Priority Customers	1,566,822	1,566,389*
Conventional	783,411	783,194*
Innovative	783,411	783,194*

**Estimation at this stage.*

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.

Any NISEP funding that remains unspent during a given year will be carried over to the following financial year. If 2014-15 is the final year of the NISEP, any unspent funds will be returned to the PSO. Suppliers must inform the Programme Administrator, by the beginning of February each year, of any potential under-spend in the schemes that they are undertaking.

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

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 and undisputed claims for reimbursement and satisfactory evidence of work completed e.g. postcodes of properties and confirmation from beneficiaries that work has been completed, and confirmation of internal processes for insuring that work has been completed as approved.
- ii. Claims and supporting evidence should be submitted to the Programme Administrator on or before 4th working day of each month and should be accompanied by predicted spending for the following two months. Where no claim is submitted a nil amount should be returned along with a forecast for the following two months:
- iii. The Programme Administrator will within 10 working days check and approve the claims then pass them 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. 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 profile of predicted spending for each scheme, over the twelve months of the year, must be submitted by the end of April. In addition, Primary Bidders will be responsible for informing the Programme Administrator of significant deviations from the proposed profile of spending as soon as it becomes aware of such deviations.

It is the responsibility of Primary Bidder's 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.

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 spending for each scheme.

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.

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 this and how the criteria will be assessed for each individual scheme.

Two possible example criteria are illustrated below:

- Single person household with an income/pension of less than £22,000 gross, or;
- Couple or single parent family with an income/pension less than £30,000 gross.

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 such as the Warm Homes 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.

2.7 NISEP Priority Group Schemes

Under NISEP, the 80% 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. However there may be instances depending on the criteria used for schemes, where it is appropriate that some priority customers can make a contribution. Where this happens, no incentives will be paid on energy savings attributed to the priority customers' contribution. That is to say that for the purpose of calculating incentives, the energy savings will be apportioned between the primary bidder and the priority customer on the basis of proportion of funding supplied.

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

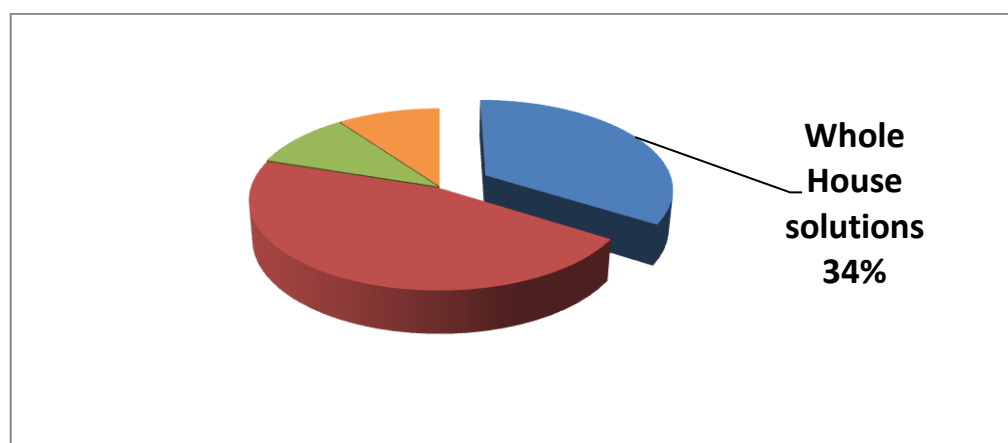
All scheme bidders in the priority group segment must provide staff training and put procedures in place to ensure that where a customer contribution is sought:

- 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.
- No priority group customer is ever given the 'hard sell' or pressurised to take up a scheme which requires a contribution.

2.7.1 Whole House Solutions

34% of total NISEP funding is available for providing whole house solutions i.e. full packages of heating systems and insulation measures, (at least half of which should go to schemes which do not require a customer contribution). (Figure 2.1).

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. Heating systems with oil, natural gas or LPG boilers must be at least 15 years old or be broken beyond viable repair for these properties to be eligible for whole house solutions. Schemes replacing old oil 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 measure, such as those described below. (See Appendix 6 for required specifications of measures.) The typical indicative cost (three bedroom semi-detached property, EST July 2013) of these measures is shown in brackets, providing a typical package cost of approximately £4,400.

- Cavity wall insulation (£420);
- Full loft insulation (£450);
- Hot water cylinder insulation (£15);
- An efficient central heating system with an 'A' rated boiler and full heating controls (Average £3,200);
- Lagging of hot and cold water pipes;
- Internal or external solid wall insulation for 'hard to treat' homes – that is solid walled homes without a cavity;
- Energy efficient lighting/light bulbs 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 above shows, the estimated funding available for whole house solutions in qualifying homes in 2014/15 is £2,662,862. 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 registered with Gas Safe and for oil central heating systems registered with OFTEC (Oil Firing Technical Association). All heating systems must be installed with appropriate heating controls (as specified in Section 3.2 of Appendix 6) and the customer must be given proper instruction on the efficient use of these controls.

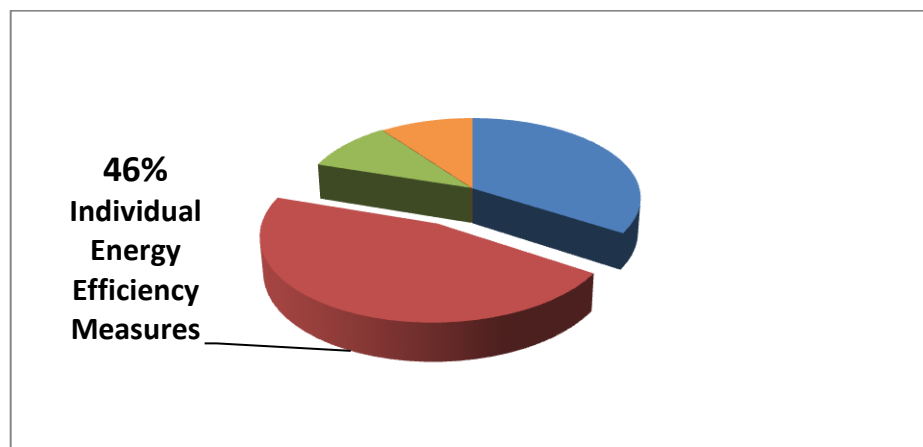
It should be noted that whole house type schemes can receive funding above the level of the ring-fence, bearing in mind they will be competing with other schemes which offer partial solutions to a greater number of properties.

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

2.7.2 Individual Energy Efficiency Measures

Up to 46% 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 half of which should be for priority customers who cannot afford to make a contribution, see Figure 2.2 as follows.

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.

Again, customers who have been identified as potentially 'financially vulnerable' would not normally be expected to contribute to the funding for measures in this category of schemes.

Dwellings receiving measures under this category must be inhabited by priority customers. Guidance on heating controls is given in Section 3.2 of Appendix 6. 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.

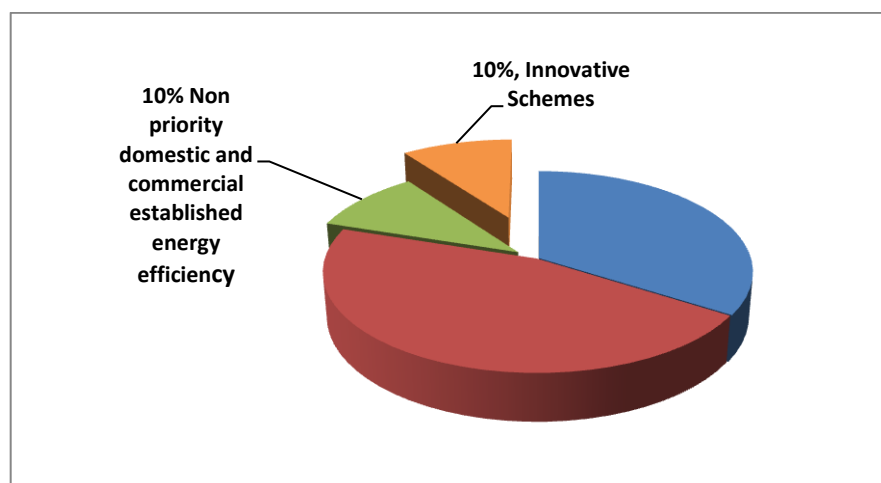
As table 2.1 shows, the estimated maximum funding available for individual measures in qualifying homes is £3,602,695.

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



The balance of the 20% of funding allocated for non-priority customers is allocated as follows:

- a) Funding for conventional non-priority schemes (both domestic and commercial using established energy efficiency technology) will amount to 10% of total funds.
- b) Funding for innovative non-priority schemes will amount to 10% of total funds (i.e. an estimated £783,194 in 2014/15).

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.

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 of the measures which have previously been accepted in the innovative category e.g. Solar PV and LED lighting in the commercial sector, will no longer be 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.

As Table 2.1 above shows, the estimated total amount of funding available for Non-Priority schemes in 2014/15 is £1,566,822.

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.

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:

<http://www.bis.gov.uk/policies/europe/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.

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;
- 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 to provide insulation in 500 properties. The insulation is estimated to cost **£750** per property:

$$\begin{aligned} & \text{£250} \times \text{£750} / \text{£1000} + \text{£750} \\ &= \text{£187,500} / \text{£1750} \\ &= \text{£107.14} \end{aligned}$$

- 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:

$$\begin{aligned} & \text{£250} \times \text{£4,200} / \text{£1000} + \text{£4200} \\ &= \text{£1,050,000} / \text{£5,200} = \text{£201.92} \end{aligned}$$

- 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.

This procedure must be followed at initial submission stage and at any stage in the development of a scheme, including post-implementation, when it becomes apparent that indirect costs may exceed the level allowed on the above basis.

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

http://www.niaur.gov.uk/uploads/publications/2009-12-14_NISEP_Branding_Guidelines.pdf

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.

NISEP is not an accreditation scheme and the Utility Regulator or NISEP does not endorse or approve installers. The NISEP logo must not be used to indicate endorsement or approval of a supplier, product or scheme.

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.

BREDEM³ 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. It is the best validated and most widely used energy model 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 energy saving of 100GWh could in fact represent an annual saving of 10GWh for 15 years (150GWh).

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.

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) with those published by the Department of Energy and Climate Change (DECC) and are consistent with the 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.

³ BREDEM - the Building Research Establishment Domestic Energy Model
NISEP

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

Table 3.1 Fuel Standardisation Factors

Fuel	Carbon Dioxide (CO₂) Content	Fuel Standardisation Factor
Electricity	0.481	1.00
Natural Gas	0.18322	0.38
LPG	0.21419	0.45
Oil	0.24562	0.51
Coal	0.32227	0.67

The fuel standardisation factors are derived by dividing the CO₂ factor of each fuel by the CO₂ factor for electricity. Note: figures shown have been rounded to two decimal places, 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 semi-detached home against one with oil heating.

Table 3.2 Example of Standardisation Methodology for Cavity Wall Insulation

Heating fuel of dwelling	BREDEM annual energy savings (kWh)	Fuel standardisation factor	Savings accredited toward targets
Electricity	5,667	1.00	5,667
Oil	5,899	0.51	2,890

3.4 Lifetime of Sustainable Energy Measures

In line with the Government's Climate Change Programme, and as has been the case with EEL 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

Energy Efficiency Measure	Lifetime (years)**
Loft insulation	30
Cavity Wall insulation	42
Internal/external solid wall insulation	36
Efficient boiler	15
Heating Controls	15
Hot water cylinder insulation and pipe insulation	10
Energy efficient lighting (CFLs)	10*
Domestic refrigeration and appliances	Various

* May change depending on lamp types supplied. The scheme submission spreadsheet will calculate the lifetime automatically.

** Refer to Appendix 6

3.5 Cost of Measures

Table 3.4 indicates typical indicative costs of key measures. 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
Loft insulation	£450
Cavity wall insulation	£350
An efficient central heating system	£3,200
Hot water tank Insulation jacket	£15
Energy efficient lighting	£2.50
Solid Wall Insulation (External)	£10,500 - £14,500
Solid Wall Insulation (Internal)	£5,500 - £8,500

3.6 NISEP Targets and Incentive to Exceed Targets

Levels of target cost effectiveness have been calculated following a review of schemes implemented over the last three years. Where the type of measure/scheme is new to NISEP, the Programme Administrator's assessment was based on a simulation of a typical type of scheme. These 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.

NOTE: where a scheme submission has characteristics which significantly differ from the schemes undertaken in that category in the previous three years, 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

Scheme Type	Target Cost Effectiveness (p/kWh)	Incentive Payment £/GWh
1.1 Priority Whole House Solutions Category		
Priority Domestic Whole House Solutions (owner occupied)	6.00	2000
Priority Domestic Whole House Solutions (social or private rented housing part-funded by Housing Association or Landlord)	2.80	2000
1.2 Priority Individual Measures Category		
Priority Domestic Individual Measures (owner occupied)	1.28	2000
Priority Domestic Individual Measures (social or private rented housing part-funded by Housing Association or Landlord)	1.10	2000
Priority Domestic Hard to Treat Homes	13.00	2000
1.3 Non Priority Conventional Technology		
Non Priority Domestic Whole House Solutions	1.60	1000
Non Priority Domestic Established Individual Measures	0.40	1000
Non Priority Commercial Established Technology	0.23	1000
Non Priority Innovative Category		
Non Priority Domestic & Commercial Innovative Technology	5.00	1000

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 each type of scheme is based on each GWh of target exceeded, 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 based on the amount of Priority and/or Non-Priority funding bid for and the target level of cost effectiveness for the types of scheme proposed. 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 1.28 p/kWh.
- The energy saving target for this Primary Bidder would therefore be:

$$\begin{aligned} & ((£500,000 \times 100) / 1.28) / 1,000,000 \\ & = 39.06 \text{ GWh} \end{aligned}$$

If a Primary Bidder has more than one scheme, the targets for the individual schemes will be added up to provide an overall Priority target and/or a Non-Priority target.

For 2013-14, 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

$\sum IPTotal$ 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 DSD 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 DSD or NIHE would not have undertaken the relevant scheme without NISEP funding and that they (DSD/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.**
- 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.**

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, Jan. 2013)

Fuel type	Cost per kWh
Electricity peak rate (for lighting and appliances)	15.53* p/kWh
Electricity (heating or insulation measures)	8.85 p/kWh
Gas	6.22 p/kWh
Oil	5.87 p/kWh
Coal	3.79 p/kWh
LPG	8.36 p/kWh

**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 are consistent, with the exception of electricity, with those used in the ECO and Green Deal programmes in Great Britain.

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 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. Schemes proposed for a given financial year must be submitted between the call for schemes going out and, 30 November. 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 2013 at the latest.

Any bids received after 30 November 2013 may not be considered for funding. Bids received within the appropriate time period but which are incomplete or of insufficient quality 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.

All bids for funding must be sent to the Programme Administrator at the following address:

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

Tel: 028 9072 6006

Electronic copies of bids must also be sent to the following e-mail address:

nisep@est.org.uk

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 should consist of 3 or 4 letters that clearly identify the Primary Bidder.

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 2013/14 financial year, and that scheme was an insulation scheme aimed at non-priority customers, the scheme reference number would be:

'GRE 13 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.


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 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.

 Where the scheme is to take place, geographically

 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 provided¹.

-  The forecast energy savings. Calculations must be included to support energy savings.
-  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.
-  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 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







¹ If it is not possible to confirm actual costs of measures at the time of scheme submission, estimated costs will be acceptable but the scheme must be resubmitted when costs have been confirmed before full approval can be granted for the scheme to go-ahead

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 customers best interest).

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)
-  Details of the direct cost of each measure per property type and customer grouping (non-priority / priority)
-  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

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 complied information, the Utility Regulator reserves the right to take remedial action.

Once the Programme Administrator has reviewed the scheme submissions and is satisfied that the relevant criteria have been met, and that the schemes fulfil the objectives of the NISEP, it will recommend the schemes to the Utility Regulator for approval.

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).

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.

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 Agreement.

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 branding guidelines on Utility Regulator web site

http://www.niaur.gov.uk/uploads/publications/2009-12-14_NISEP_Branding_guidelines.pdf.)

4.5 Scheme Variation

For the avoidance of doubt, scheme variations are only required where information required as part of a scheme submission has changed. For the avoidance of doubt this will include any changes to the cost of measures, the types of measures being installed, the overall cost of the scheme or the expected energy savings

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.

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 years with the NISEP programme year running from April to March.

- Registration 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.
- 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).
- In April, at the start of the programme year, schemes commence.
- At the end of June (after 3 months) the Programme Administrator should be notified on progress and whether or not the scheme will run as planned.
- By March at the end of the programme year the schemes will have finished.
- Progress reports are submitted throughout each implementation year after six months (in October) and nine months (in January). Potential under-spends are to be flagged in mid-February.
- Once schemes are completed, a Post-Implementation Report must be submitted by 30th June.
- Incentive payments, where earned will be paid in the following October (subject to the timely provision of any further information requested and the approval of the Post-Implementation Reports).
- Post-Implementation Report Approval Letters will be sent out in October 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 Accedance Agreement will then terminate shortly thereafter in accordance with its terms.

The Programme Administrator will complete audits of a sample of the schemes and will complete an Annual Report detailing overall performance of the NISEP.

FIGURE 4.1 NISEP Operational Timetable

Month	Action	Target Date	Responsibility
April	Commencement of approved schemes	1 st April	Primary Bidder
	Profile of predicted spend for approved schemes submitted	30 th April	Primary Bidder
June	Registration commences for new participants for next year	1 st June	Primary Bidder (new)
	Post-implementation reports submitted for previous year's schemes	30 th June	Primary Bidder
	3-month update confirming current schemes will go ahead	7 th July	Primary Bidder
August	Framework targets and Framework Document for next year reviewed	31 st August	Programme Administrator
September	Revised Framework Document for next year published	14 th September	Utility Regulator
	Letter sent to registered Primary Bidders inviting submissions for next year	14 th September	Utility Regulator
	Audit of previous year's schemes	30 th September	Programme Administrator
	Seminar held for registered Primary Bidders and Scheme Partners (if required)	30 th September	Programme Administrator
October	6-month interim report for current schemes submitted	7 th October	Primary Bidder
	Audit report completed for previous year	31 st October	Programme Administrator
	Incentive payments calculated for previous year	31 st October	Programme Administrator
November	Post-Implementation Report Approval Letter sent to Primary Bidders	30 th November	Utility Regulator
	Payment notices sent to NIE Ltd for incentives earned in previous year	30 th November	Utility Regulator
	Annual Report on performance in previous year completed	30 th November	Programme Administrator
	Scheme Submissions for next year sent to Programme Administrator	30 th November	Primary Bidder
January	9-month interim report for current schemes submitted	14 th January	Primary Bidder
February	Schemes submissions for next year evaluated and endorsed	7 th February	Programme Administrator
	Under-spend on current schemes reported	7 th February	Primary Bidder
	Letters sent to Primary Bidders re. approval of next year's schemes	28 th February	Utility Regulator
March	Completion of current schemes	31 st March	Primary Bidder
	Payment notices sent to NIE Ltd for new scheme funding	31 st 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 six months (i.e. October) and nine months (i.e. January) of each financial year they implement NISEP schemes. This report must provide details, on a scheme by scheme basis, of the current NISEP spend to date and the forecast final NISEP spend. If appropriate, a revised payment profile should also be submitted. 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.

In addition, Primary Bidders must inform the Programme Administrator of any forecast under spend in their schemes by mid February.

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 form (see Appendix 3) which must be submitted together with other documentation to the Programme Administrator by 1 July.

The documentation submitted must include:

- Submission spreadsheets containing final outturn data. All information to be quoted on the post-implementation form can be derived from these sheets.
- Results of customer satisfaction or quality monitoring activities. If it is not possible to submit the customer satisfaction information at the time of completion, it may be supplied subsequently. It should always be possible to submit quality monitoring feedback on installed measures prior to final reporting.
- 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 extra fulfilment costs.

- 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 and the NISEP spend for each District Council area covered.

This information may be retained on a data base. It is the Primary Bidder's responsibility to ensure that they are compliant with all relevant legislation including but not limited to data protection legislation 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 and 100% of homes receiving whole house solutions and individual measures costing over £3,000. Schemes based on retailer offers are excluded from the customer satisfaction monitoring requirements.

Where schemes are undertaken in the industrial and commercial sector, customer satisfaction monitoring should be undertaken for at least 10% of installations where installations are in the price range of £1,000 - £20,000, for at least 50% of installations where the price is from £20,001 to £50,000 and for 100% 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% response rate to all customer satisfaction surveys.

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 written description of 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 is no additional quality monitoring requirements.

Additionally, Primary Bidders must quality assure (QA) working practices. There is a requirement to survey and report on the quality of installation in a minimum of 10 per cent of homes receiving cavity wall and loft insulation and controls measures. Where heating measures are installed, Primary Bidders must survey and report on the quality of installation in 100 per cent of homes receiving measures. The more expensive domestic individual measures such as solid wall insulation shall be subject to 100% quality monitoring.

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 6 and the approved British Standards, etc. Any deficiencies identified in the quality of installation in all completed work must be rectified. Quality monitoring is the responsibility of the Primary Bidder.

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% of installations where installations are in the price range of £1,000 - £20,000 and for at least 50% of installations where the price is from £20,001 to £50,000 and for 100% of installations where the installation cost exceeds £50,000.

6.3 Scheme Auditing

Once the schemes are completed, a randomly selected sample of schemes from each Primary Bidder will be subject to an audit arranged by the Programme Administrator. 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, 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 twelve 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 indirect costs, and the customer/third party/Primary Bidder contributions to the scheme will be established, and checked against those claimed in the schemes completion report. Purchase orders, invoices etc., which must be retained by the Primary Bidder, will be viewed to verify this.

The key aim will be to establish 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 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 to be installed in the completion report are correct.

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 repair.
- That CFLs 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. 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 CFLs, 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 – Energy efficiency is 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 – also known as compact fluorescent lamps (CFLs) these are miniature fluorescent tubes which can be inserted into any lamp holder (assuming the bayonet/fitting is appropriate). A CFL will emit higher degrees of light for a given power rating.

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. through 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

BRE – Building Research Establishment

CERT – Carbon Emissions Reduction Target

CFL – Compact Fluorescent Lamp

DECC – Department of Energy and Climate Change (GB)

DETI – Department of Enterprise, Trade and Investment

DHW – Domestic Hot Water

DSD – Department of Social Development

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 Summary Form

*(Please ask Programme Administrator for
an up-to-date Word version of the form)*



Scheme Submission Form 2014-15

Scheme name					
Scheme reference number					
Detailed scheme description <i>(See the 4.3 of this document for information on what detail should be included here)</i>					
Scheme category					
Type of properties to be targeted					
Vulnerability criteria <i>(if priority scheme)</i>					
Statement of Additionality					
Number of households/commercial premises benefiting					
Scheme linked with other programmes?					
Timescale					
Geographic location					
Marketing Strategy					
Quality monitoring					
Customer satisfaction monitoring					
Primary Bidder's role					
Scheme partners role/ nature of relationship <i>(if relevant)</i>					
Energy Savings	Total Energy Savings (GWh)	Cost Effectiveness (p/kWh)	Total Annual Carbon Saving (tC/a)	Total Lifetime Carbon Saving (t/C)	Gross Customer Benefit (£)

TOTAL Funds to be made available from NISEP (£)² <i>(must be greater than 20% of total programme costs)</i>					
Total direct costs (£) <i>(for measures installed)</i>					
Total indirect costs (£) <i>(Detailed Breakdown i.e. £ Marketing, £ Grant Admin, £ Per Survey etc.)</i>					
Funding from scheme partners					
Funding from customer contributions					
Total scheme cost (£)					
Have you submitted this or a similar scheme previously? (Y/N)					
If YES was the scheme successful? (Y/N)					
If NO please give reasons why you think it has a better chance of success this time					
<p><i>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.</i></p> <p style="text-align: center;">Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><i>Please list supplementary documentation included below:</i></p>					
Any additional comments					
Submitted by <i>(name of PB contact)</i>					
<p><i>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></p> <p><i>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,</i></p>					

² 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.

<i>and where necessary the physical inspection of installations.</i>	
Signed on behalf of Primary Bidder	
Company	
Job Title	
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? (tick all that apply)	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? (May not be applicable if no fuel bill has been received since installation).	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
		If yes, please comment	<input type="text"/>

Q5	Were you given energy saving advice 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	Excellent	<input type="checkbox"/>
----	--	-----------	--------------------------

saving scheme?

Good	
Satisfactory	
Poor	
Very Poor	

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

Scheme Post Implementation Form

*(Please ask Programme Administrator for
an up-to-date Word version of the form)*



Northern Ireland Sustainable Energy Programme 2014-15 POST-IMPLEMENTATION FORM (PRIMARY BIDDER)

Supplier Name		Scheme Reference	
---------------	--	------------------	--

Scheme Name	
-------------	--

Key indicators	Original approved	Final variation approved	Actual	Difference from final variation (numeric not %)	Apportioned GWh
Accredited supplier savings (GWh)					
NISEP direct costs (£)					
NISEP indirect costs (£)					
Total NISEP cost (£)*					
Total scheme costs (£)					
Cost effectiveness (p/kWh)					
Total annual carbon saved (tonnes)					
Total lifetime carbon saved (tonnes)					
Gross customer benefits (£)					
Date of final variation					

**where VAT has been included in your funding claims, please include in your totals in PIR and this report ('total NISEP funding' should match your overall funding claims total made to the Utility Regulator).*

Customer Satisfaction Returns %	
Overall Customer Satisfaction %	

Priority Cust Contribution?	
-----------------------------	--

Inspections Completed %	
Inspections Passed %	

No of households/ commercial premises benefitting	
---	--

Customer Satisfaction Narrative

Quality Inspection Narrative

Scheme Narrative

Difference between scheme design and actual (in particular please provide explanation between predicted and actual cost effectiveness and GWh savings)

INSTALLATION SUMMARY

Insert number of installations carried out

Loft Insulation	Cavity Wall Insul'	Heating*	Solid Wall insulation	CFLs	Cylinder Jacket	LEDs	Energy Monitor	
Solar HW	VSDs	VSCs	High Bay	Fluores't Lights	Hysave	Refrig'n	Other (please state)	Other (please state)
Other (please state)	Other (please state)	Other (please state)	TOTAL INSTALLATIONS					

*Breakdown of heating installations

Electric to gas	Electric to oil	Oil to gas	Oil to oil	No heat to gas	No heat to oil
Solid to gas	Solid to oil	Other (please state)	Other (please state)		

SCHEME SUBMISSION STATEMENT

Scheme completed as stated above, savings calculated and scheme delivered in accordance with approved scheme submission

Name _____

Signature _____

Date _____

*Please submit a word document copy by email (not in pdf format) to the Programme Administrator by **1 July 2015** followed by the signed original in post*

Appendix 4

Scheme Variation Form

**(Please ask Programme Administrator for
an up-to-date Word version of the form)**



Scheme Variation Form 2014-15

Year: 2013/14	Scheme Reference:	
Scheme Name:		
	CURRENT	REVISED
Energy Savings (GWh)		
NISEP Direct Costs (£)		
NISEP Indirect Costs (£)		
Total NISEP Costs (£)		
Total Scheme Costs (£)		
Cost Effectiveness (p/kWh)		
NISEP Contribution as % of total scheme costs (must be >20%)		
Submitted By		Date
Variation endorsed by PA		Date
Variation approved by Utility Regulator		Date

REASONS FOR CHANGE *(Please clearly outline any changes to original submission, giving an explanation where required)*

--

Programme Administrator (PA) Note:

Any significant changes to the information provided in the scheme submission will require a Scheme Variation Form to be completed by the Primary Bidder. For variations to the figures of **up to 5%** of NISEP funding, no formal approval is required, (as long as the total funding awarded to the Primary Bidder is not exceeded), for **variations of 5-10%** of NISEP funding, PA endorsement must be sought. **Above 10%**, endorsement must be sought from the PA and final approval given by the Utility Regulator prior to any changes being implemented.

Appendix 5

Interim Report to be submitted to Programme Administrator after 6 and 9 months

*(Please ask Programme Administrator for
an up-to-date Word version of the form)*

ISEP [67] September 2013

Appendix 6

Guidance on the use of Energy Efficiency and Sustainable Energy Measures

APPENDIX 6 – 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 <http://bsonline.techindex.co.uk/>

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.

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 13162:2001 – ‘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.

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/m²K, 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/m²K.

There are two guides relating to best practice when installing loft insulation:

Energy-efficient refurbishment of existing housing (GPG155/CE83, November 2007); and

Practical refurbishment of solid-walled houses (CE184, March 2006)

Both publications state that insulation above the height of the joists should be laid across the joists where appropriate.

1.2 Cavity Wall Insulation

The energy savings associated with cavity wall insulation are displayed in the Scheme Submission Spreadsheet. The energy savings differ considerably between homes constructed pre 1976 and those constructed post 1976. 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.

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

Insulation materials used must be certified by an appropriate UKAS accredited certification body and must conform to the following British Standards:

BS EN 13162: 2001 – ‘Thermal insulation products for buildings. Factory made mineral wool (MW) products. Specification.’ This standard replaces the current BS6232;

BS 5617:1985 - For UF foam insulation, –‘specification for urea-formaldehyde (UF) foam systems suitable for thermal insulation of cavity walls with masonry or concrete inner and outer leaves’; and

BS 5618:1985 - ‘Code of practice for thermal insulation of cavity walls (with masonry or concrete inner and outer leaves) by filling with UF foam systems.’

A 25-year guarantee must be provided to the customer when the insulation work has been completed as the reduction in carbon emissions calculated are based on installation to the technical requirements of such a guarantee.

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, Version 1.0, December 2003

Technician's Guide to Best Practice – Installing cavity wall insulation, Version 2, July 2002

Technician's Guide to Best Practice – Flues, chimneys and combustion air ventilators, Version 3.0, May 2006

Conservatories, Technical Guidance Note, Version 1.0, July 2007

Ventilators, Technical Guidance Note, Version 1.0, September 2007.

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 High Efficiency Cylinders

Comparisons were made between the energy required to heat 3 different types of hot water cylinders, namely the 'stock average' cylinder, the British Standard cylinder and the 'high performance' cylinder.

The stock average cylinder was defined by a combination of survey data on insulation and expert opinion on the mixture of tank (i.e. heat exchanger) types in the stock. The British Standard and high performance types are described in 'Central Heating System Specifications', CHeSS (Energy Efficiency Best Practice programme General Information Leaflet 59).

For dwellings where the water is heated from a gas fired boiler the findings were:

- In a property with no primary pipework insulation, the energy saved by replacing a stock average cylinder with a high performance cylinder is 994 kWh/annum.

- In a property with insulated primary pipework, the saving from replacing a stock average cylinder with a high performance cylinder is 533 kWh/annum.
- In a new house, the energy saved by installing a high performance cylinder rather than a British Standard cylinder is 153 kWh/annum.

For dwellings with water heated by electric immersion heater the savings are:

- 181 kWh/annum for replacing a stock average with a high performance cylinder.
- 39 kWh/annum for installing a high performance rather than a British Standard cylinder.

These energy savings values should be entered into the 'other insulation' section of the Scheme Submission Spreadsheet. The cylinders are classed as insulation measures, because the vast majority of the energy savings result from the high levels of insulation in their design.

A lifetime of 20 years should be assumed for this measure.

Installations of hot water cylinders should meet the best practice guidance set out in CHeSS. This document is available at:

<http://www.energysavingtrust.org.uk/business/Global-Data/Publications/Central-Heating-System-Specifications-CHeSS-Year-2008-CE51-GIL59>

1.6 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 93kWh/annum for both gas and oil heated homes. These savings are attributable to panels installed behind radiators on external 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.

1.7 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 0.35W/m²K, 0.37W/m²K and 0.45W/m²K when installed on a wall with a U-value of 2.1W/m²K or higher (e.g. 220mm solid brick wall).

The lifetime of solid wall insulation is 30 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 13914-1:2005 – ‘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.

Best Practice guidelines

Best Practice guidelines for solid wall insulation recommend an improvement to the U-value of 0.35W/m²K. The Energy Saving Trust strongly encourages Primary Bidders to install to this level, where practical.

Further details on products that can be used to attain the Best Practice improvement are provided in the following publications:

Energy-efficient refurbishment of existing housing (GPG155/CE83, November 2007).

External insulation systems for walls of dwellings (GPG293/CE118, March 2006).

The following guides provide advice on solid wall installations:

Practical refurbishment of solid-walled houses (CE184, March 2006).

Internal wall insulation in existing housing – a guide for specifiers and contractors (GPG138/CE17, January 2008).

2.0 LIGHTING MEASURES

New legislation, in the form of the Energy Using Products Directive, will come into force in the UK as of September 2009. The legislation is yet to be finalised but will have a significant impact on lighting. The Programme Administrator will monitor the development of this legislation and the impact on the UK lighting market, and advise suppliers accordingly if NISEP requirements change.

2.1 Compact Fluorescent Lamps (CFLs)

For the purposes of accrediting ex-ante energy savings, all compact fluorescent lamps used in NISEP schemes must be A-rated under the EU energy consumption labelling scheme. Primary Bidders are required to 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.

2.2 Luminaries

Schemes involving the installation of luminaries must only use CFLs that are displayed on Energy Saving Trust's approved CFL list. These lamps have been tested in accordance with the requirements of the Energy Saving Trust's lamp specification.

The ballast used in conjunction with the approved CFL must meet the requirements of Energy Saving Trust's luminaire Specification. Energy efficient luminaires meeting the requirements of this specification are eligible for use of the ESR logo. For details of endorsed luminaires please visit <http://www.energysavingtrust.org.uk/In-your-home/Energy-Saving-Trust-Recommended-products>

The Scheme Submission Spreadsheet enables the calculation of energy savings arising from the installation of luminaries. The relevant part of the CFL worksheet should be used to input the number, type and hours of use of luminaries to be delivered by the scheme.

2.3 Halogen Lamps

A wide range of energy saving versions of halogen lamps is now available in the UK. Halogen lamps that have achieved ESR status would be eligible for installation in NISEP schemes.

2.4 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.

Schemes that plan to install LED lamps should ensure that the performance of the lamps meets the requirements of this Standard: 2009/125/EC Ecodesign 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.

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.

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 SEDBUK 'A' rated model. The SEDBUK database can be viewed at <http://www.sedbuk.com/>. 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.

Installations of boilers must meet the best practice guidance set out in CHeSS (Energy Efficiency Best Practice programme General Information Leaflet 59).

Several British Standards also apply:

BS 5440 Part 1: 2000 – 'Installation and maintenance of flues and ventilation for gas appliances of rated input not exceeding 70kW net (1st, 2nd and 3rd family gases). Specification for installation and maintenance of flues.'

BS 5440 Part 2: 2000 – 'Installation and maintenance of flues and ventilation for gas appliances of rated input not exceeding 70kW net (1st, 2nd and 3rd family gases). Specification for installation and maintenance of ventilation for gas appliances.'

BS 6798: 2000 – 'Specification for installation of gas-fired boilers of rated input not exceeding 70kW net.'

BS 5449: 1990 – 'Specification for forced circulation hot water central heating systems for domestic premises.'

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

Best Practice Guidelines

Energy Efficiency Best Practice in Housing Domestic heating by oil: boiler systems (CE29, January 2008).

Energy Efficiency Best Practice in Housing Domestic heating by gas: boiler systems (CE30, January 2008).

Energy Efficiency Best Practice in Housing Domestic heating: solid fuel systems (CE47, March 2005).

3.2 Heating Controls

In general, heating controls must be installed in line with the best practice guidance provided in CHeSS (Energy Efficiency Best Practice programme General Information Leaflet 59).

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 of heating controls must meet the basic level, which is set out in Central Heating System Specifications – CHeSS (CE51, June 2008). Such installations will meet the standards outlined in the guidelines to the Building Regulations 2000 (Scotland 2004) as amended. The guidance note can be obtained by visiting <http://www.energysavingtrust.org.uk/Publications2/Housing-professionals/Heating-systems>

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

BS 7671:2008 – 'Requirements for electrical installations, IEE wiring regulations, 17th Edition' and **BS 5449:1990** – 'Specification for forced circulation hot water central heating systems for domestic purposes.'

Best Practice guidelines

The Energy Saving Trust refers Primary Bidders to the following guides for information on the different types of controls available, including descriptions of advanced functions:

Energy Efficiency Best Practice in Housing Domestic heating by oil: boiler systems (CE29, January 2008).

Energy Efficiency Best Practice in Housing Domestic heating by gas: boiler systems (CE30, January 2008).

Energy Efficiency Best Practice in Housing Domestic heating: solid fuel systems (CE47, March 2005).

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.

The best practice guidance set out in the CheSS document states that 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 of a minimum of 'A-rated' under the EU energy consumption labelling scheme.

4.2 Energy Saving Data for Cold Appliance Schemes

This section explains the methodology for calculating savings for appliance schemes. 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.

The lifetime for freezers or fridge-freezers is 15 years. For refrigerators/larders it is 12 years, however, when refrigerators/larders are provided to customers classed as falling within the priority group, a lifetime of 15 years (rather than 12) should be assumed. This is based on the assumption that these customer groups will retain the appliance for a longer time period prior to replacement.

For 'Trade-in' schemes, the lifetime of the appliance must be reduced by 1/3.

The matrix below lists the average annual consumption of different refrigeration appliances by label for products currently on sale in the UK, the sales weighted average (this means the average consumption based on the different numbers rated appliances that are sold in the marketplace) and the consumption of existing appliances.

Energy consumption data for cold appliances

Energy Efficiency Levy Appliance Savings

Non Fuel Standardised kWh/yr	A Rated	Sales Wte Ave	Existing Appliances	Incentive saving (kWh/yr)	Trade-in saving (kWh/yr)
Dishwasher (Compact/Tabletop)	113	167	-	54	-
Dishwasher (Slimline)	157	183	-	26	-
Dishwasher (Full Size)	214	249	377	35	163
Washing Machine	163	182	243	19	80

Non Fuel Standardised kWh/yr	Annual Electricity Consumption (kWh/yr)					Incentive savings from Sales Wte Ave (kWh/yr)			Trade-in savings from Existing Average (kWh/yr)		
	A++	A+	A	Sales Wte Ave	Existing Appliances	To A++	To A+	To A	To A++	To A+	To A
Fridge Freezer (Frost Free)	149	223	301	379	852	231	156	79	703	628	551
Fridge Freezer (Standard)	136	204	275	357	572	221	153	82	435	367	296
US Style (Side by Side)	220	330	445	531	-	311	201	86	-	-	-
US Style (Top/Bottom)	177	265	358	504	-	327	238	146	-	-	-
Chest Freezer	77	115	155	266	442	189	150	110	365	326	286
Upright Freezer (Frost Free)	113	170	228	331	641	218	162	103	528	471	413
Upright Freezer (Standard)	98	146	197	290	425	193	144	93	327	278	228
Refrigerator (Icebox)	74	112	151	216	295	142	104	66	221	184	145
Refrigerator (Larder)	68	101	137	176	277	109	75	40	209	175	140

Source: GfK Q4 2001 sales data for the average 'A' rating and sales weighted average; DEFRA (now DECC) Market Transformation Programme website 2002.

When calculating energy savings for cold appliance schemes, Primary Bidders should follow the following guidelines.

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.

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 (15 year lifetime for a fridge freezer discounted by 1/3) lifetime.

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

The following energy consumption figures should be used when considering a scheme that will provide a washing machine or dishwasher. Data is 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:

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.

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 7

Role of the Programme Administrator and Relationship with the Utility Regulator

APPENDIX 7 - ROLE OF THE PROGRAMME ADMINISTRATOR AND RELATIONSHIP WITH THE UTILITY REGULATOR

7.1 Appointment of the Programme Administrator

Under the terms of the Northern Ireland Electricity (NIE) plc 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 plc licence.

7.2 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 reasonably required by the Utility Regulator in relation to the NISEP.

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 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 six-month and nine-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 paper-based 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 and sectoral 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 accountant with audit experience 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 an independent qualified auditor, 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/sectoral 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.

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.

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

Appendix 8

NISEP Accedence Document

APPENDIX 8 - 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]

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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 [xxxxxxxxxxxxxxxxxxxxxx]("**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.

"Approved Scheme" 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.

“Business Day”	means any day which is not a Saturday, a Sunday or a bank or public holiday in Northern Ireland.
“Competent Authority”	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.
“Confidential Information”	means, those matters or information as set out in Clause 12.
“Date of Commencement”	means the date of this Agreement.
“Direct Subsidies”	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.
“Directive”	means, Directive 2006/32/EC on energy end-use efficiency and energy services.
“Eligible Costs”	means, in relation to an Approved Scheme, Direct Subsidies and Indirect Costs.

“Environmental Information Regulations”	means the Environmental Information Regulations 2004
“Framework Document”	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 2013 or any document which supersedes such document.
“Force Majeure”	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.
“FOIA”	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.
“Fund”	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.
“Funding”	means the application of NISEP funds to the Primary Bidder in accordance with this Agreement.
“Good Industry Practice”	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.

“Post-Implementation Report Approval Letter”	means the approval letter sent from the Utility Regulator to the Primary Bidder following satisfactory completion of the Post-Implementation Report.
“Programme Administrator”	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.
“Project”	means the delivery of the Approved Schemes collectively according to this Agreement by the Primary Bidder.
“Request for Information”	means a request for information under either the FOIA or the Environmental Information Regulations.
“Scheme”	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.
“Scheme Submission”	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.
“State Aid”	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 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 twelve 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 [xxxxxxx] acting by [xxxxxxx/ NAME OF FIRST DIRECTOR], a director and [xxxxxxxxx /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 9

Minimum Requirements of a Fraud Policy

APPENDIX 9 – 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 10

State Aid Guidance and Declaration Forms

Appendix 10 – 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 products¹;
- 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 10 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 1998/2006¹ (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 benefit² 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)³ 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 Regulation⁴. 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

³ 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.

⁴ 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 10 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 1535/2007¹ (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 benefit² 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.....
