

**To:** Mary Smith[Mary.Smith@ofgem.gov.uk]  
**From:** Keith Avis  
**Sent:** 2012-11-26T13:17:40Z  
**Importance:** Normal  
**Subject:** FW: NIRHI: Admin Agreement  
**Received:** 2012-11-26T13:17:41Z

Mary

As discussed earlier, the sharepoint link to the admin arrangements now include some small updates (in track changes) that deal with DETI's data ownership question – specifically access to info on termination and on requests from third parties. I asked Matthew whether he wanted to see this before it goes. He said that he hadn't seen the last version of the baseline scope as Bob had dealt with it, but said that he was happy for this to go to Joanne, so long as legal were happy with the AA. The last point creates a significant difficulty I think. As you know the AA has most recently evolved without legal input. If we put this to them now we could find ourselves with a number of other issues to resolve. By the same token, we don't want anything to come back and bite us six months down the line. This is a tricky one...my instinct would be to get this signed off asap, but that's probably more out of desperation to have this nailed. Grateful for your views.

Keith

---

**From:** Keith Avis  
**Sent:** 21 November 2012 16:24  
**To:** Mary Smith  
**Cc:** Matthew Harnack  
**Subject:** NIRHI: Admin Agreement

Mary cc: Matthew

As discussed, pending DETI coming back to us with their legal view on the question of data ownership, the baseline scope document has been updated. The Sharepoint link, along with those for the Admin Arrangements and covering letter, are below. For ease of reference I have kept them in track changes mode for now:

**Admin Arrangements**

[http://sharepoint/Ops/Environ/New\\_Scheme\\_Development\\_Lib/New%20Projects/NIRHI/Development%20phase/NIRHI%20admin%20arrangements%2020Nov2012.docx](http://sharepoint/Ops/Environ/New_Scheme_Development_Lib/New%20Projects/NIRHI/Development%20phase/NIRHI%20admin%20arrangements%2020Nov2012.docx)

**Baseline Scope**

[http://sharepoint/Ops/Environ/New\\_Scheme\\_Development\\_Lib/New%20Projects/NIRHI/Development%20phase/NIRHI%20Baseline%20Scope%2020%20Nov.docx](http://sharepoint/Ops/Environ/New_Scheme_Development_Lib/New%20Projects/NIRHI/Development%20phase/NIRHI%20Baseline%20Scope%2020%20Nov.docx)

**Covering letter**

[http://sharepoint/Ops/Environ/New\\_Scheme\\_Development\\_Lib/New%20Projects/NIRHI/Development%20phase/NIRHIletter%2020%20Nov.docx](http://sharepoint/Ops/Environ/New_Scheme_Development_Lib/New%20Projects/NIRHI/Development%20phase/NIRHIletter%2020%20Nov.docx)

You also asked me to update the recent email exchange with DETI so that we are in a position to paste this into a covering email with the final admin arrangements when the time comes. I have done this as follows:

---

**From:** McCutcheon, Joanne [mailto:Joanne.McCutcheon@detini.gov.uk]  
**Sent:** 13 November 2012 10:56  
**To:** Keith Avis  
**Cc:** Hutchinson, Peter; Hepper, Fiona  
**Subject:** Admin Agreement

Keith

I met with Fiona yesterday to look at the revised letter, Admin Agreement and Scoping document. I think we are nearly there – just a few points.

Firstly ,we urgently need clarification on who is considered to own the data/documentation provided by the installer. Matthew was to come back to us on this point once he had sought the legal opinion. We believe this is an important issue which impacts on the Admin Agreement in a number of places. In addition, we have the following questions/suggestions:-

[awaiting legal view from DETI]

**Letter**

Para 3 – ‘additional costs which we may need to agree with you’ – we would prefer this read ‘additional costs which we would agree with you in advance’

Wording had been changed

Para 4 - you say the KPI's are ‘internal performance measures’ just wondering how are they internal if they are published on the web? Wording has been changed to reflect that these are ‘internal performance measures’ that Ofgem have decided are appropriate for the scheme

As regards the KPI – how regularly will you provide management us with info on these indicators? – don't need this in the letter just for info.

We agreed that we can provide you with monthly reports on the scheme. Michelle Murdoch, who has moved over to be the Operations

Manager for the scheme will contact you to discuss the detail of the reports that we can provide.

#### **Admin Agreement**

4.2 h still causes us some concern. Just not sure how this is going to work going forward. We may not even be aware of what regulations you use never mind any changes to them. Is there some way you can provide us with a list of regulations that you use and highlight when GB changes take place – in much the same way as Marcus did on the gas safety issue? Think we need to discuss this further.

We agreed that no change to the wording is necessary. Going forward, you have said you will endeavour to inform you of the appropriate local legislation (and any changes). We will make DETI aware of any new legislation we use (over and above the NI Regs) in administering the scheme.

5.2 Can you just clarify what the last sentence means – created doubt rather than avoided it!

You were happy with our clarification that if either party are aware of anything that would require a change to the regulations or guidance as they currently stand we should let each other know.

7.1 What do you mean by assets – presumably ip rights database etc but not data, paperwork, documentation etc?

You wanted to be sure that DETI are entitled to the data and all associated documentation. We can give you assurance that you will have all information that you need that we are legally able to pass onto you.

#### **Baseline Scope**

Exec Summary para4 – doesn't make sense – you have used £5k of contingency

We have made small amendments to the Executive Summary to make clear that there is a £5k cost increase on the original legal forecast, but we have reallocated this from another line item rather than use contingency funding.

1.2 – 7<sup>th</sup> bullet – can you clarify what this means – as it reads it would appear that if you get any other work our costs could change?

You expressed that you were content with the clarification that we will not be required to meet the requirements of other schemes that will interact with the NIRHI. Should an instance occur we will approach you to discuss the implications of any cross Government and/or scheme requirement and enact the change request process as agreed between us, if this is deemed necessary.

5.17(a) the 'Accounting Officer' is a specific role within the NICS. Can we change this to read 'first be discussed by the Project Managers? Branch Head? Or something else?

Wording has been changed

Somewhere in this document we need clarity on the £47K contingency. We understand that you need assurance that this is available to you. However, from discussions with Matthew and Paul I have been given to understand that as things stand at the moment this £47K would be available to cover the costs if we need to go it alone come Jan/Feb i.e 30-35K although this might change as the project moves forward.

Wording has been changed

New wording has also been added to baseline scope to provide additional clarity on the make-up of operational cost funding until the end of this financial year.

Think these are the main points – hopefully we can get this signed off soon

Regards

Joanne

**Joanne McCutcheon**

Renewable Heat

Department of Enterprise, Trade & Investment

Netherleigh

Massey Avenue

Belfast, BT4 2JP

Tel: 028 9052 9425 (ext: 29425)

Textphone: 028 9052 9304

Web: [www.detini.gov.uk](http://www.detini.gov.uk)

*The new website for the European Sustainable Competitiveness Programme for NI is now available - visit [www.eucompni.gov.uk](http://www.eucompni.gov.uk)*



[www.ni2012.com](http://www.ni2012.com)

#### **Please consider the environment - do you really need to print this e-mail?**

This message may be confidential, privileged or otherwise protected from disclosure. It does not represent the views or opinions of Ofgem unless expressly stated otherwise.

If you have received this message by mistake, please contact the sender and immediately delete the message from your system: you should not copy the message or disclose its contents to any other person or organisation.