

VOLUNTARY AGREEMENT

This Voluntary Agreement is dated 12 March 2012

Sustainable Energy Authority of Ireland ("**SEAI**"), each Energy Supplier, and, where there is more than one Energy Supplier, the Management Agent each hereby individually and severally agrees on its own part as follows:

WHEREAS

- Directive 2006/32/EC on energy end use efficiency and energy services (the "**Directive**") sets indicative energy savings targets for member states.
- The European Communities (Energy End Use Efficiency and Energy Services) Regulations 2009 (the "**Regulations**" which expression includes the Regulations as amended, replaced and/or consolidated from time to time), transpose the Directive into Irish law.
- The Minister for Communications, Energy and Natural Resources (the "**Minister**") has, pursuant to Regulation 16(17) of the Regulations separately appointed SEAI to perform all the functions of the Minister under regulations 16 and 17 of the Regulations, details of such appointment were published in the *Iris Oifigiuil* on 8 July 2011.
- Each Energy Supplier has agreed to enter into this Voluntary Agreement for the purpose of assisting the Irish Government in achieving its objectives under the Directive.

1. Definitions

1.1 In this Voluntary Agreement:

- (i) "**Eligible Energy Suppliers**" means energy suppliers other than small energy suppliers and distribution system operators;
- (ii) "**Energy Supplier**" means, separately, each of the one or more energy suppliers identified in Part 3 of the Schedule 1; and
- (iii) any terms used herein which are defined in the Regulations have, unless otherwise herein defined or the context otherwise admits or requires, the meaning given to them in the Regulations.

2. Establishment and Approval

- 2.1 The Minister has, pursuant to Regulation 16(17) of the European Communities (Energy End-Use Efficiency and Energy Services) Regulations 2009 ("**Regulations**" which expression includes the Regulations as amended, replaced and/or consolidated from time to time), separately appointed SEAI to perform all the functions of the Minister under 16 and 17 of the Regulations.
- 2.2 The one or more Energy Suppliers enters into this Voluntary Agreement for the purposes of promoting energy efficiency to its or their final customers.

- 2.3 The Annual Plan (as hereinafter defined) for the first year of operation of this Voluntary Agreement ("**First Annual Plan**") will be as submitted to SEAI at the same time as this Voluntary Agreement was submitted for approval in accordance with the provisions of clause 3.
- 2.4 SEAI hereby approves the Voluntary Agreement pursuant to Regulation 17(4) of the Regulations for the first year of its term with effect on and from the date of signing of the First Annual Plan in accordance with clause 3.2. The approval of this Voluntary Agreement for, as the case may be, the second and third year of its term is conditional on, and only takes effect on and from, the date of signing of the Annual Plan for the year concerned in accordance with clause 3.2.
- 2.5 The parties agree that their respective obligations under this Voluntary Agreement will take effect from the date of this Voluntary Agreement (the "**Effective Date**") and will remain in place until 31st December, 2013 unless this Voluntary Agreement is terminated or revoked in accordance with its terms prior to this date. Notwithstanding the Effective Date, the parties agree that, once agreed, the First Annual Plan will relate to a one year period commencing on 1 January 2011 and the Energy Supplier will be entitled to credits under the Regulations which shall be included in the calculation towards the Energy Supplier's Energy Savings Target in respect of all energy efficiency improvement measures put in place by the Energy Supplier and agreed with SEAI from 1 January 2011. The Voluntary Agreement is for a term of three (3) years ending on [31st December, 2013].
- 2.6 SEAI and the Energy Supplier shall seek to resolve any dispute between them arising out of or relating to this Voluntary Agreement, promptly, amicably and in good faith. If the dispute cannot be resolved, notwithstanding any other provision in this Voluntary Agreement, SEAI or the Energy Supplier may refer the dispute to a mediator who shall assist them in reaching agreement. The mediation shall be carried out in accordance with the Centre for Dispute Resolution ("CEDR") Model Mediation Procedure 5th Edition (or if amended, the current version of the Model Mediation Procedure in effect at the time of the dispute). It is agreed that mediation is the preferred means of dispute resolution, while not removing any party's right to terminate the Agreement as set out in the previous paragraph (2.5).
- 2.7 The Regulations continue to apply in full to the Voluntary Agreement, SEAI and each Energy Supplier.
- 2.8 Within thirty (30) days of signing this Voluntary Agreement, SEAI will put in place an appropriate governance framework (supported by a governance group) in accordance with the terms of reference set out in Schedule 2 (the "**Governance Framework**"), and the parties agree to act in accordance with the terms of that Governance Framework during the term of this Voluntary Agreement.

3. Annual Plan

- 3.1 SEAI and the Energy Supplier or, if there is more than one Energy Supplier, the Management Agent will every year agree an annual plan for the calendar year concerned which will set out in detail how the one or more Energy Suppliers plans to satisfy its or their obligations under clauses 4 and 5. This is called the "**Annual Plan**".
- 3.2 SEAI and the Energy Supplier or, if there is more than one Energy Supplier, the Management Agent will each sign the Annual Plan for each year on and from which point (i) the Annual Plan for that year will be deemed to be agreed and incorporated into this Voluntary Agreement, subject to any amendments being made thereto in accordance with clause 5.4 and/or clause 6.3 hereto; and (ii) subject to the provisions of this Voluntary Agreement and in particular clauses 3.4 and 3.5, the Annual Plan will be legally binding on, and enforceable against the Energy Supplier or, if there is more than one Energy Supplier, each and every Energy Supplier with effect (unless expressly stated otherwise in the Annual Plan) on and from the start of the year to which the Annual Plan relates. Where an Annual

Plan (other than the First Annual Plan) is not agreed prior to the 1st day of January in the year to which it relates, the Energy Supplier shall nevertheless be entitled to credits under the Regulations which shall be included in the calculation towards the Energy Supplier's Energy Savings Target in respect of all energy efficiency improvement measures put in place from the 1st day of January in that year, once the Annual Plan has been agreed.

- 3.3 Subject to clause 2.6, if the Annual Plan (other than the First Annual Plan) for a given year is not signed in accordance with clause 3.2 by, at the latest, the thirtieth (30th) day following the first day of the year to which the Annual Plan relates, the Voluntary Agreement may be terminated with immediate effect by notice in writing to the other parties hereto.
- 3.4 Subject to the provisions of this Voluntary Agreement, each of the one or more Energy Suppliers commits to making available and promoting the energy efficiency improvement measures set out in the relevant Annual Plan and making reasonable endeavours to achieve the energy savings target as set out in the Annual Plan to this Voluntary Agreement.
- 3.5 Each of the one or more Energy Suppliers, the Managing Agent and SEAI agree to act in good faith and in an expeditious manner in carrying out the obligations of this Voluntary Agreement. The parties acknowledge the fact that reaching the energy savings targets is dependent on many external factors including inter alia, the difficulty of intervention in certain sectors and the propensity of customers to take up retrofit offers. The only remedy available to SEAI under this Voluntary Agreement shall be to terminate this Voluntary Agreement.

4. Energy Savings Objectives

- 4.1 The energy savings objective of the Voluntary Agreement, quantified and with appropriate indications of timescale for achievement, is set out in the Schedule 1.
- 4.2 The energy savings objective of the Energy Supplier or, if there is more than one Energy Supplier, all of the Energy Suppliers collectively under this Voluntary Agreement, is to achieve a percentage of the GWh target set out in the Schedule 1 within the corresponding timescales ("Energy Savings Target"). This percentage will be set as:
 - a) the Energy Supplier's percentage market share; or
 - b) if there is more than one Energy Supplier, the aggregate percentage market share of all of the Energy Suppliers.

The market share will be determined by SEAI by reference to sales by only Eligible Energy Suppliers of energy to final customers and which may take consideration of the difficulty of intervention in certain sectors. The Energy Savings Target will be set out in the Annual Plan in GWh.

- 4.3 SEAI will work with the Energy Suppliers through the Governance Structure to agree the methodology by which Energy Suppliers will target specific market areas in their Annual Plan so as to ensure that Energy Suppliers cannot ignore a whole market segment in the event that most Energy Suppliers have chosen not to operate in that particular segment.

5. Energy Efficiency Improvement Measures

- 5.1 Unless otherwise agreed in accordance with clause 5.4 and/or clause 6.3, the energy efficiency improvement measures that each Energy Supplier plans to implement to achieve the objectives of the Voluntary Agreement are described, in broad terms, in Part 2 of the Schedule 1.
- 5.2 SEAI and the Energy Supplier or, if there is more than one Energy Supplier, the Management Agent will, in accordance with clause 3, expand upon and define in reasonable detail in the Annual Plan for each year the way in which each Energy Supplier plans to implement those energy efficiency improvement measures in the year concerned having regard to the Energy Savings Target set out in the Annual Plan for that year and, if applicable, any alternative or additional energy efficiency improvement measures agreed in accordance with clause 5.4 and/or clause 6.
- 5.3 Unless otherwise agreed in accordance with clause 5.4 and/or clause 6.3, each Energy Supplier will implement similar energy efficiency improvement measures set out in the First Annual Plan in the first, second and third years of this Voluntary Agreement.
- 5.4 The Energy Supplier or, if there is more than one Energy Supplier, the Management Agent may, prior to the agreement of the Annual Plan for the second or third years of this Voluntary Agreement, propose alternative or additional energy improvement measures to those set out in the First Annual Plan, any subsequent Annual Plan and/or Schedule 1 in which case the relevant Annual Plan will be amended in writing to reflect any such agreed changes in the Annual Plan concerned. SEAI acknowledges and agrees that flexibility is required in this respect and that it will not unreasonably object or condition or withhold its agreement to any change proposed under this clause 5.4 and/or clause 6.3.

6. Failure to Achieve Objectives

- 6.1 Subject to clause 8, if the Energy Supplier or, if there is more than one Energy Supplier, the Management Agent considers that the Energy Savings Target set out in the Annual Plan has not been achieved or is not likely to be achieved, it will promptly notify SEAI in writing accordingly.
- 6.2 If the Energy Supplier or, if there is more than one Energy Supplier, the Management Agent is notified by SEAI that the Energy Savings Target set out in the Annual Plan has not been achieved or is not likely to be achieved or clause 6.1 applies, the Energy Supplier or, if there is more than one Energy Supplier, the Management Agent will formulate and send to SEAI, as soon as possible, a written proposal which may include alternative and/or additional energy efficiency improvement measures (the "Proposals") to escalate the efforts being made to meet the Energy Savings Target.
- 6.3 SEAI may:
 - (i) agree to the Proposals in which case the Annual Plan will be amended in writing to reflect any agreed changes to the energy efficient improvement measures; or
 - (ii) give written notice of specific comments on the Proposals as SEAI considers appropriate.

If SEAI provides comments, the Energy Supplier or, if there is more than one Energy Supplier, Management Agent will, in good faith, take account of the comments and within two weeks meet with SEAI to discuss such comments in order to agree appropriate changes to the Proposals. If they cannot agree appropriate alternative or additional energy efficiency improvement measures within a period set by SEAI, of not less than 30 days, the matter will be escalated within the Energy Supplier organisation or, if there is more than one Energy Supplier, the Management Agent in order to reach

agreement on the measures. Either party may refer the matter to mediation, in accordance with the provisions of clause 2.6, in order to facilitate reaching agreement. If alternative or additional measures are not agreed within a period set by SEAI (of not less than 30 days from the date on which the matter was escalated within the Energy Supplier organisation/Management Agent) and where the matter has not been referred to mediation, SEAI may terminate this Voluntary Agreement with immediate effect by notice in writing of no less than 30 days to the other parties. The Annual Plan will be amended in writing to reflect any agreed changes to the energy efficient improvement measures.

7. Better Energy National Upgrade Programme

- 7.1 Each Energy Supplier, when promoting its particular energy efficiency improvement measures, will do so within the context of the brand developed for the Better Energy National Upgrade Programme ("Programme") (the "Better Energy Brand") in association with its own brand guidelines so long as funding in the form of grants and other financial incentives are being provided to that Energy Supplier under the Better Energy Programme. Thereafter, Energy Suppliers shall have the option of continuing to use the Better Energy Brand while working towards the achievement of energy efficiency targets or work under their own brand towards the achievement of same. If the Energy Supplier opts to continue to use the Better Energy Brand, guidelines prepared by SEAI will specify the particular requirements and restrictions in respect of use of the Better Energy Brand in association with the Energy Supplier's brand guidelines with which all Energy Suppliers and Management Agents will comply.
- 7.2 Each Energy Supplier will make clear through all communications that all energy efficient improvement measures delivered through the Programme are partly funded by the Programme so long as such funding is provided. Once funding is no longer provided, each Energy Supplier need not make reference to the Programme.
- 7.3 Each Energy Supplier agrees to be fully transparent in relation to billing information relating to any work carried out under the auspices of the Programme to ensure that final customers see and are made aware of all funding and discounts provided by or through the Programme or SEAI in this respect.
- 7.4 Each Energy Supplier is not obliged to circulate or forward any publications by third parties to promote the Programme.

8. Carry-over

- 8.1 The requirement on each Energy Supplier is to meet the overall three year target set for 2011 to 2013 within the terms of the Voluntary Agreement. The Energy Savings Target for each year will be set out in the Annual Plan. The annual target should demonstrate a clear path to delivery of the overall three year target, while reflecting the need to build towards increased action. If projects being undertaken are longer term in nature, a mechanism will be in place in the Annual Plan concerned to allow recognition of savings based on the percentage of the project completed in any one year.
- 8.2 This clause 8 is without prejudice to any other clauses in this Voluntary Agreement.

9. Reporting, Measuring and Monitoring

- 9.1 Each Energy Supplier or, if there is more than one Energy Supplier, the Management Agent will submit reports to SEAI in the form set out in Schedule 3 at the frequency as agreed between SEAI and the Energy Supplier. The frequency of the reports will be specified in the Annual Plan. In the absence of specification, the default frequency shall be calendar quarterly.

- 9.2 Without prejudice to clause 9.1 each Energy Supplier and, if there is more than one Energy Supplier, the Management Agent will submit to SEAI on a monthly basis monitoring and performance reports on energy efficiency improvement measures undertaken under this Voluntary Agreement which are grant aided under the Better Energy Programme in the form set out in Schedule 3 and on an agreed basis for all others. The reports will include, but are not limited to, the number and description of each energy service action and energy efficiency improvement measure offered to, and adopted by, final customers including appropriate customer data.
- 9.3 Without prejudice to clause 9.1, each Energy Supplier and, if there is more than one Energy Supplier, the Management Agent will submit reports on an annual basis to SEAI on details of any promotional activity undertaken under this Voluntary Agreement. The reports should include where possible, but are not limited to, the following:
- a. the time period over which the promotion took place;
 - b. the number of locations at which the promotion took place; and
 - c. the actual (or estimated) number of final customers exposed to the promotion.
- 9.4 SEAI will monitor this Voluntary Agreement for the purposes of the Regulations.
- 9.5 SEAI will;
- (i) provide a published list of measures and energy savings credits data for the domestic strand of the Programme, and
 - (ii) where appropriate and available, publish calculation methodologies and guidelines for recording, measuring, verifying and monitoring energy savings for the non-domestic strand of the Programme.
- 9.6 Each Energy Supplier and, where there is more than one Energy Supplier, the Management Agent will measure and verify and, where required by SEAI, monitor the energy savings achieved by the Energy Supplier under this Voluntary Agreement using the methodologies and guidelines published by SEAI and will report them to SEAI in the manner and at the frequency required by SEAI.
- 9.7 SEAI may audit the Energy Supplier's and/or the Management Agent's records in order to verify, measure and/or monitor energy savings and performance under this Voluntary Agreement. Each Energy Supplier and, where there is more than one Energy Supplier, the Management Agent will provide SEAI (or its nominee) with all reasonable access, assistance, data, data room facilities and co-operation to enable SEAI to do so and to generally monitor this Voluntary Agreement. All relevant internal documentation available for such audit will only include those that fall within the reasonable scope of the audit, which will generally take place on the site of the Energy Supplier. Except in the event of an identified issue requiring emergency action such as, but not limited to, health and safety or fraud, the Energy Supplier will be provided reasonable notice of any audit consistent with the scale of the audit but not less than 21 days.
- 9.8 SEAI may publish a report annually or otherwise on the progress made to establish the effectiveness of the Voluntary Agreement approach and reserves the right to commission and publish independent research to evaluate its success towards fulfillment of the requirements of the Regulations. Publication of any such research shall not be such as to impinge on the rights of Energy Suppliers to maintain confidential any commercially sensitive data made known to SEAI pursuant to this Voluntary

Agreement. The Energy Supplier's consent shall be required prior to the publication of such data. Such consent may not be unreasonably withheld.

- 9.9 This Voluntary Agreement may be assessed, supervised and followed up by SEAI in accordance with the codes of corporate governance best practice in order to ensure that it has in practice an effect equivalent to one or more of the requirements referred to in Regulation 16(2) of the Regulations.

10. Enforceable Obligations

- 10.1 Each Energy Supplier and, where there is more than one Energy Supplier, the Management Agent agrees that its obligations under this Voluntary Agreement are legally enforceable and that, subject to clauses 3.4 and 3.5, if any of them are not complying with its obligations under this Voluntary Agreement, SEAI and/or the Minister may apply to the courts for an order directing the Energy Supplier concerned and/or the Management Agent, as the case may be, to comply with its obligations under it. Similarly, SEAI agrees that it must hold a level of responsibility to ensure that all information, data and support is available to Energy Suppliers to help them achieve their targets.

11. Disclosure of Information

- 11.1 Each party undertakes that, subject to its obligations under applicable law, it will safeguard commercially confidential information provided to it by the other party and will not use such confidential information for any purpose other than to perform its obligations under the Voluntary Agreement. The parties acknowledge and agree that the Annual Plan contains commercially sensitive and confidential information to the extent that such information is not in the public domain.

- 11.2 All data provided by an Energy Supplier or Management Agent which is designated as commercially sensitive will, subject to clause 11.3, be treated as commercially sensitive other than:

- a. aggregate data intended to be published in SEAI's annual report;
- b. the anonymised final customer data collected for the purposes of pooling together and sharing with other signatories; and
- c. data agreed on a case-by-case basis with the party concerned.

- 11.3 No party will be liable for any disclosure purportedly made in good faith under the Freedom of Information Acts 1997 and 2003, but is, if in doubt, obliged to consult with the other party requesting such information to enquire as to the nature of the requested information and outline to the other party the public interest served by such a disclosure and to inform the other party hereto of the details of such request prior to the releasing the information. To the extent permissible, the parties should rely on exemptions for confidentiality reasons.

12. Systems and Data

- 12.1 SEAI will make best endeavours to facilitate access by the Energy Supplier to the Programme IT systems.

- 12.2 The Energy Supplier commits to using these systems for the specific purpose intended and in a manner that respects good governance.

12.3 SEAI and the Energy Supplier will comply with their obligations under the Data Protection Acts 1988 and 2003 and especially in relation to their obligations arising out of or relating to this Voluntary Agreement.

13. Termination

13.1 This Voluntary Agreement may be terminated in writing:

- (i) by SEAI by giving one month's notice in writing to the other parties - this is without prejudice to SEAI's right to revoke the Voluntary Agreement under Regulation 17(5) of the Regulations in which case it will terminate with effect from the effective date of revocation;
- (ii) if there is only one Energy Supplier, by the Energy Supplier giving one months' notice in writing to the other parties; or
- (iii) if there is more than one Energy Supplier, by the Management Agent on behalf of all of the Energy Suppliers by giving one months' notice in writing to the other parties.

13.2 If there is more than one Energy Supplier, an individual Energy Supplier may terminate its participation in this Voluntary Agreement by giving three months' notice in writing to the other parties. In this case:

- (i) the Voluntary Agreement will terminate in respect of that Energy Supplier but will otherwise continue in effect between the other parties; and
- (ii) SEAI and the Management Agent will agree and sign in accordance with clause 3 a revised Annual Plan for the remainder of the year concerned before the effective date of termination.

The revised Annual Plan, once signed in accordance with clause 3.2, will replace the original Annual Plan for that calendar year in the manner more particularly set out in the revised Annual Plan. If a revised Annual Plan is not agreed and signed by the effective date of termination, the original Annual Plan will continue in effect unless the Management Agent, on behalf of all the Energy Suppliers, or SEAI terminates this Voluntary Agreement by notice in writing (which notice will have immediate effect).

13.3 If any external regulations change that override EUROPEAN COMMUNITIES (ENERGY END-USE EFFICIENCY AND ENERGY SERVICES) REGULATIONS 2009 or if the Regulation, to which this document refers, is changed in a way that substantially impacts the Voluntary Agreement then the Voluntary Agreement may cease to be valid and would be subject to [renegotiation].

13.4 If the Better Energy Programme is terminated and/or all funding associated therewith is cancelled or if the Better Energy Programme is changed in any way that may inhibit the ability of the Energy Supplier to comply with their Annual Plan and/or the Voluntary Agreement, SEAI will take reasonably practical steps to consult with the Energy Supplier to agree a framework under which the Voluntary Agreement can continue.

13.5 This Voluntary Agreement, for the purposes of the Regulations, ceases to function and no longer exists on and from its effective date of termination or expiration in respect of a particular Energy Supplier or Energy Supplier and, on and from such date, such Energy Supplier or Energy Suppliers are no longer participating in an approved Voluntary Agreement.

14. Relationship of Parties

14.1 Nothing contained in the Voluntary Agreement, and no action taken by any of the parties pursuant to it, constitutes a partnership, agency or joint venture nor establishes a relationship of employment between the parties.

15. Voluntary Agreement Entered into by more than one Energy Supplier

15.1 If this Voluntary Agreement is entered into by more than one Energy Supplier, this clause 15 applies. For the avoidance of doubt, where this Voluntary Agreement is entered into by one Energy Supplier only, then, this clause 15 shall not apply.

15.2 The Energy Suppliers are jointly and severally liable and responsible for the performance of this Voluntary Agreement.

15.2 The person identified in Part 4 of the Schedule 1 is the authorised representative of, and principal point of contact with SEAI, on behalf of each Energy Supplier ("Managing Agent"). Each Energy Supplier agrees that:

- (i) the Management Agent is independent of all of the Energy Suppliers; and
- (ii) was appointed to act as the Management Agent following an independent and objective procurement process which was undertaken in a fair, open, transparent, equal and non-discriminatory manner; and
- (iii) the Management Agent is authorised to deal with SEAI and the Minister and act for and on behalf of each Energy Supplier in connection with this Voluntary Agreement and all related matters.

15.3 Each Energy Supplier, and the Management Agent, acknowledges and agrees that:

- (i) this Voluntary Agreement must be administered and implemented by each of them in a manner fully compliant with the Competition Act 2002 (as amended, replaced and/or consolidated from time to time);
- (ii) it is responsible for creating and implementing an appropriate framework which will ensure compliance with clause 15.3 (i).

15.4 Each Energy Supplier agrees that it will provide all reasonable assistance to the Management Agent in connection with the administration and implementation of this Voluntary Agreement and the performance of its obligations under it.

16. Amendments

16.1 Amendments may be made to the provisions of this Voluntary Agreement which reflect any new decisions in relation to the Programme with the agreement in writing of the parties hereto

SCHEDULE 1

Part 1 - Energy Savings Objective of the Voluntary Agreement

The energy savings objective of the Voluntary Agreement is a target of total energy savings by the energy market of 1,000 GWh between 2011 and 2013.

The target for individual energy suppliers or if there is more than one Energy Supplier, all of the Energy Suppliers collectively under this Voluntary Agreement shall be set out the appended Annual Plan.

Any excess or deficit in one year will be carried over into the target for the next year so that it is adjusted accordingly and the overall target is achieved by the end date (subject to provisions of Clause 8).

Part 2 – Energy Supplier’s Energy Efficiency Improvement Measures

The Energy Supplier will implement any one or more of the following energy efficiency improvement measures:

Domestic

Measure	Minimum Specification*	Energy Credits kWh/yr	
		Apartment	House
Roof Insulation	Insulation as per TGD L 2008 <ul style="list-style-type: none"> • On the ceiling to U-Value 0.16 W/m²K • On the rafter to 0.2 W/m²K • On flat roofs to 0.22 W/m²K 	800	1,300
External Wall Insulation	To U-Value 0.27 W/m ² K as per TGD L 2008	3,750	5,900
Internal Dry Lining Wall Insulation	To U-Value 0.27 W/m ² K as per TGD L 2008**	3,200	5,000
Cavity Wall Insulation	To U-Value 0.50 W/m ² K	2,050	3,250
Floor Insulation	To 0.36 W/m ² K	700	1,100
High Efficiency Gas or Oil fired Boiler with Heating Controls Upgrade	92% gross seasonal efficiency, plus heating controls plus 50mm factory fitted cylinder insulation	4,900	7,700
Heating Controls Upgrade only	Full zone control on space and water heating, with at least 2 zones for space heating as recommended in TGD L 2008	2,350	3,700
Solar Panel Installation	Sized and installed in accordance with SR50-2	1,050	1,650
Window Installation (includes doors with > 60% glazing)	To U-Value 1.4 W/m ² K	1,050	1,650
Solid Door Installation	To U-Value 1.4 W/m ² K	350	550
Stove	65% gross efficiency	1,050	1,650
After BER	BER to be completed after efficiency measures have been implemented	None	None
Oil Boiler Service	To Manufactures instructions/SEAI checklist	60	60
LPG Boiler service	To Manufactures instructions/SEAI checklist	30	30
Natural Gas Boiler service	To Manufactures instructions/SEAI checklist	20	20
Replacement High Efficiency Gas or Oil fired Boiler with Heating Controls Upgrade	90%+ Boiler gross seasonal efficiency 24/7 time clock Room thermostat	3,050	4,790
CFL	Per tungsten light replaced (per set of 5)	80	80
LED	Per tungsten light replaced (per set of 5)	85	85

Non Domestic

Non Domestic Programmes will be assessed for energy savings credits on a case by case basis. The following calculation engines are provided for particular technologies online at www.seai.ie/Your_Business/Resources/

- Lighting
- Electric Motors/ Variable Speed Drives

Please note that SEAI may add to this list of calculation engines as it tests and finds solutions.

Innovation

The innovation fund will be open to actors wishing to trial energy savings measures in real life scenarios and will be strictly limited to those technologies that demonstrate significant promise.

Part 3 – Energy Suppliers

1. **Bord Gáis Éireann**, a statutory body corporate and with and its registered office at Gasworks Road, cork, Ireland.

Part 4 – Multiple Energy Supplier Management Agent

1. [insert name], a company incorporated in [insert] and with company registration number [insert] and its registered office at [insert]

SCHEDULE 2

Terms of reference re: Governance Framework

A governance group shall be established as a decision-making body by the obligated parties and SEAI in relation to those matters concerning the operation of the Better Energy Programme that are within the delegated authority of SEAI. It will provide for direct industry participation in decision-making, while acknowledging that delegated authority rests with SEAI as final decision-maker. It will operate in a spirit of collaboration and shared interests.

The Governance Framework will provide a defined structure for discussion, evaluation and decision in respect of changes to the Better Energy Programme that are within the delegated authority of the SEAI. It will provide for changes to be proposed, evaluated and discussed leading to decision by the appropriate party. Reasons must be given for any decision made. The opportunity of challenging the reasons will be afforded to the obligated parties. In this case, a reasoned opinion will be provided to the points of challenge.

The Framework will also provide a forum for Voluntary Agreement signatories to submit change requests, to discuss progress and issues in relation to supplier operational programmes and targets, and to propose new measures and technologies for inclusion in the Programme.

SCHEDULE 3

Forms of report pursuant to clauses 9.1, 9.2

IN WITNESS whereof this deed has been executed and delivered on the date stated at the beginning.

Bord Gáis Éireann

Date: 12 March 2012

Sustainable Energy Authority of Ireland

Date: 12 March 2012