

# Energy Contracting Support Scheme

Application Guidance

# Contents

1. Background and introduction.....	1
1.1. Objectives.....	1
1.2. Project development process.....	1
1.3. Paying for performance.....	1
1.4. SEAI supports.....	2
2. Grant Requirements.....	5
2.1. Types of project.....	5
2.2. Eligible costs.....	5
2.3. Ineligible costs.....	6
2.4. Eligibility criteria.....	6
2.5. Funding levels.....	8
2.6. When to apply.....	9
2.7. How to apply.....	9
2.8. Evaluation criteria.....	9
3. Grant Payment.....	11
3.1. Funding timeline.....	11
3.2. Appeals procedure.....	11
3.3. Payment procedure.....	11
3.3.1. Key milestones / deliverables.....	11
3.4. Documentation required.....	11
3.5. Payment revocation.....	12
3.6. Grant extensions.....	12
4. General Terms & Conditions.....	14
4.1. Important Notice.....	16

## 1. Background and introduction

### 1.1. Objectives

SEAI provides financial support and practical advice to organisations in the private and public sectors that are seeking to implement energy saving and emissions reductions projects.

The Energy Contracting Support Scheme supports the development of energy contracts to drive the development of energy saving and decarbonisation projects and encourages increase in scale and depth of energy investments. To stimulate a pipeline of robust projects, SEAI is supporting the development of contracts for projects that expect to achieve significant, guaranteed, and verifiable energy savings (in terms of kWh and CO<sub>2</sub> saved).

The objectives of the support are:

- To achieve significant, guaranteed, measurable and verifiable energy efficiency gains and CO<sub>2</sub> emissions reductions in accordance with national targets.
- To build and develop the supply chain capability, particularly relating to procurement and contracting arrangements between supply chain partners.
- To demonstrate and showcase the concept of paying for performance.

### 1.2. Project development process

No matter how a project is procured, good practice should be followed to ensure that the project is viable and worthwhile. SEAI recommends that a 5-stage process be followed for all projects - see Figure 1.

Figure 1: Project development process



The first three stages cover project preparation, while the remaining two stages address procurement and implementation. This represents a best practice approach to scoping and evaluating a project, and for determining the best contracting route. It ensures that the best financial basis is established, while delivering value for money for the procuring organisation.

This process must be followed by public bodies. SEAI also encourages private sector organisations to adopt this best-practice approach.

### 1.3. Paying for performance

Increasingly, organisations are looking beyond traditional approaches for the implementation of energy projects, by incorporating a pay-for-performance element.

Under the traditional approach the client carries out most of the preliminary work (with or without the assistance of external consultants) and commits the financial resources. However, it is uncertain that savings

will be achieved.

Incorporating pay-for-performance elements can be done in different ways, including the use of the following:

- An **energy performance guarantee** is a basic arrangement for energy performance, which can and should be used for all energy saving projects. An energy performance guarantee entails a vendor providing energy efficiency products, services or works and guaranteeing the energy savings; if the savings fall short of the guaranteed amount, the vendor loses a part or all of a performance payment. Typically, no bespoke contracting forms are needed, and the 'guarantee' period, during which the performance payment is at risk, is dependent on how long it takes to demonstrate the savings. Most works are financed by the client, but there are options for vendor financing, e.g. leasing or agreed payment plans, linked to savings.
- An **energy performance contract (EPC)** is a stronger energy performance guarantee and is usually suited for projects greater than €350,000 in size incorporating several energy saving elements. A vendor undertakes energy efficiency works and guarantees the energy savings; the vendor is paid from the savings that arise; if savings fall short, the vendor covers the difference. The contract may run for a number of years, with savings guaranteed every year. The works may be financed by the vendor.
- A **local energy supply contract (LESC)** or **power purchase agreement (PPA)** is an agreement to supply heat, electricity or other energy to a site using a local energy generator. The energy supply contract may run for a number of years. The works may be financed by the vendor.

The first two stages of the project development process shown in Figure 1 are common to all approaches to procurement; traditional and the three pay-for-performance mechanisms outlined above.

When project viability and internal support are established, then an appropriate mechanism for incorporating pay-for-performance is selected.

## 1.4. SEAI supports

The **Energy Contracting Support Scheme** is provided to enable organisations to engage external resources to further assess technical and financial feasibility of specific project opportunities and to help develop the business case for progressing the project through the pay-for-performance route. The scheme enables organisations to further develop projects through the following activities:

- Baseline quantification
- Detailed asset assessment
- Final business case analysis
- Project facilitation
- Temporary energy metering
- Procurement and development of approaches for measurement & verification

The applicant must release an invitation to tender, select a preferred bidder or award a contract via a pay-for-performance mechanism to avail of this support.

SEAI offer additional supports to assist organisations to progress projects at different stages in the development process:

- **Expert advice** at the 'getting organised' stage. Tailored advice is offered to organisations early in the project, before they are ready to undertake a formal feasibility study. This is available to public bodies in Public Sector Partnership Programme and to businesses in the Large Industry Energy Network /Energy Agreements programmes.

- **Preliminary investigation** and energy audit support is available through a variety of SEAI offerings including the EXEED certification programme, and the Support Scheme for Energy Audits.
- **Reference documents** – SEAI has developed a wealth of information for organisations to guide them through energy saving projects, including handbooks and guides, standard forms of contract, procurement templates, and financial assessment tools for all sectors. These are based on the five-stage process shown in Figure 1. This process enables organisations to prepare well-analysed and well-prepared project briefs, and to identify and address risks at an early stage, so that best possible prices can be secured during the procurement phase.

**Check the SEAI website for full details on the above grant schemes and other supports**  
<https://www.seai.ie/business-and-public-sector/business-grants-and-supports/>

Successful applications for the grant support will be chosen on a first come basis until the available funding has been committed. Support will be awarded on the basis of meeting the eligibility criteria and achieving the minimum threshold of a qualitative assessment by SEAI’s technical team as set out in the application form.

The grant support is described in detail in this document and are summarised in Table 1 below.

**Table 1: Summary of Energy Contracting Support Scheme**

Key aspects		Grant terms
<b>Purpose &amp; focus of grant</b>	<b>Purpose</b>	<ul style="list-style-type: none"> <li>• Determine the technical and financial feasibility of specific project opportunities at specific facilities where pay for performance is proposed.</li> <li>• Progress financially viable projects that incorporate pay-for-performance to procurement and contract award.</li> </ul>
	<b>Supported work &amp; outputs</b>	<ul style="list-style-type: none"> <li>• Project energy audit &amp; opportunity evaluation.</li> <li>• Project facilitation.</li> <li>• Temporary metering.</li> <li>• External specialist costs incurred in detailed appraisal &amp; procurement.</li> </ul>
<b>Project types</b>	<b>Public sector</b>	Yes
	<b>Private sector</b>	Yes
	<b>Typical scale*</b>	<ul style="list-style-type: none"> <li>• Greater than €50,000 savings,</li> <li>• Greater than €250,000 annual energy spend</li> </ul>
<b>Pay-for-performance element</b>	<b>None (traditional)</b>	No
	<b>EPG</b>	Yes
	<b>LESC</b>	Yes
	<b>EPC</b>	Yes

<b>Application</b>	<b>When to apply</b>	<ul style="list-style-type: none"> <li>• Overall facility energy objectives agreed and energy consumption at facility/facilities identified.</li> <li>• Decision to pursue pay for performance route to contracting undertaken.</li> </ul>
	<b>What to submit</b>	<ul style="list-style-type: none"> <li>• Completed Application Form</li> <li>• Declaration of ECSS eligibility</li> <li>• De Minimis declaration</li> <li>• Declaration of Financial Resources – on headed paper</li> <li>• VAT exemption letter (if applicable)<sup>1</sup></li> </ul>
	<b>Level of grant available</b>	Up to 75% of eligible costs subject to €50,000 limit for EPC and LESC and €25,000 limit for EPG. <sup>2</sup>
	<b>Payment timeline</b>	Milestone 1: 9 months from letter of offer Milestone 2: 15 months from letter of offer

\*This scale is provided for guidance and represents the typical minimum project scale for EPC viability.

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<sup>1</sup> If the applicant organisation cannot reclaim VAT and has included VAT inclusive amounts as part of grant application, a letter from Revenue Commissioner must be submitted to confirm that VAT cannot be reclaimed for the works/activities related to the grant scheme.

<sup>2</sup> SEAI reserves the right to award a grant amount in excess of these limits where it has been determined that the project is of significant value to developing the energy contracting knowledge base.

## 2. Grant Requirements

### 2.1. Types of project

The focus of the grant is to provide support for transactional costs associated with external specialist services and certain material and equipment costs incurred in progressing projects that will be delivered through a pay-for-performance contact. This financial support is technical assistance, i.e., for 'brains, not bricks'. The support covers some of the costs incurred in progressing energy contracting projects; it is not provided to offset the capital cost of such projects. Generally, entry point to the scheme is following the completion of an initial appraisal to determine project viability, and before the final business case(s), financial analysis, detailed design and contractual documentation have been developed.

The support is not limited to any specific project type or technology, although they must incorporate a pay-for-performance element. Project applications that seek to meet as many of the following criteria as possible are particularly encouraged:

- Projects involving ambitious packages of deep energy retrofit and decarbonisation actions.
- Projects comprising multiple project elements and/or technologies.
- Projects aggregation / projects comprising multiple facilities
- Projects that set organisations on a trajectory to net zero.
- Projects that contribute positively to the energy contracting knowledge base and support the development of the energy contracting supply chain

Projects that will deliver energy savings of at least €50,000 are encouraged. In this context, applications from facilities or groups of facilities that spend more than €250,000 per annum are more likely to be supported. Applications for projects below these thresholds are more likely to be considered for support if SEAI concludes that they are exceptional projects – when evaluated against the evaluation criteria set out in Section 2.8.

Applications are welcome from the private and public sectors.

**Note:** SEAI will not fund projects which support fossil fuel technologies unless the application can demonstrate that the fossil fuel technology is a requirement of the overall pathway to net zero carbon<sup>3</sup>.

### 2.2. Eligible costs

The direct external consultancy and/or specialist advisory costs incurred by the procuring organisation in undertaking the following tasks related to the appraisal and procurement, either pre-procurement or during procurement, of project(s) incorporating pay-for-performance (in the form of energy performance guarantee, EPC or LESC) are typically eligible:

- Undertaking of a project energy audit or other preliminary analysis that satisfies SEAI's minimum requirements (see Section 2.4)
- Initial material and equipment costs associated with project baselining, including temporary metering (limited to a max of 20% of total eligible costs). For example, additional metering and software costs to compliment an existing building management system are eligible, but not the cost of installing the BMS.

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<sup>3</sup> As defined by the Energy Performance of Buildings Directive

- Other project facilitation tasks including: preparation of budget cost estimates and quantification of project payback; preparation of feasibility studies; assessment of high-level project risks; specification of baseline data requirements; evaluation of procurement options for the project.
- Relevant specialist advisors, e.g. financial, legal, technical etc.
- EPC / LESC projects:
  - Preparation of the technical file and risk assessment.
  - Preparation of the Measurement and Verification (M&V) Plan.
- EPG projects
  - Development of organisation-specific contractual arrangements, e.g. incorporation of performance guarantee into the project.

### 2.3. Ineligible costs

The following costs are all ineligible for support through the grant for final business case & project delivery support:

- R&D aspects of energy-efficiency and decarbonisation projects.
- Internal staff costs.
- Costs associated with the concept design and specification for an EPC, which is carried out as part of the investment grade audit (IGA) undertaken by the ESCO.
- Materials and equipment costs other than those listed in section 2.3 above and in excess of 20% of total eligible costs.

**Note on VAT:** The VAT component of implementation is only deemed to be an eligible cost in circumstances where VAT is not reclaimable by the Applicant and appropriate certification from the Revenue Commissioners is provided as part of the application process.

### 2.4. Eligibility criteria

Applications for grant support will be accepted on the basis of satisfying the eligibility criteria outlined below, and on acceptance will be evaluated on the basis of the evaluation criteria set out in Section 2.8.

- The application must be submitted by the host organisation (where the project will be undertaken).
- The site(s) must be located in Ireland.
- In the case of applications to which State Aid rules apply, the specific elements of the project supported by ECSS should not be in receipt of any other State Aid, this does not inhibit applicants from furthering their projects through other SEAI/State Aid supports – e.g. application for EXEED capital support.
- The funding is subject to compliance with the 2013 regulation concerning de Minimis aid<sup>4</sup> and any successor regulation as appropriate (see clause 17 of the general terms & conditions in Section 4).
- The applicant must have established high-level objectives for the proposed energy and decarbonisation project and have concluded that there is a business case that is worth exploring and further developing.

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<sup>4</sup> De Minimis aid is small amounts of aid given to an enterprise, which cannot exceed €300,000 over any three fiscal years, to any company irrespective of size and location and irrespective of the form of the aid or the objective pursued. De Minimis aid can come from any State body, agency or department even when financed entirely or partly by the European Union. If the Grantee is part of a group, then the €300,000 limit applies to the group.



- The project must have completed an initial project appraisal determining that the project is suitable for a pay-for-performance route to project delivery.
- The application must be accompanied by a 'Declaration of ECSS eligibility' form (available to download on the SEAI website) verifying that
  - a. the applicant is committed to delivering the project through a pay-for-performance contract (EPS, LESC or EPG)
  - b. an independent, competent consultant will be, or is appointed to complete the works funded through the scheme <sup>5</sup>
  - c. the project is now at a stage where it is ready to progress activities that will incur eligible cost(s),
  - d. they will participate in post grant information sharing with SEAI to enable gathering lessons learned and dissemination of good practices
- The project energy audit must be undertaken by an appropriately qualified individual or firm as defined under SEAI's Energy Auditing Scheme. For further information visit <https://www.seai.ie/register-with-seai/auditor/>
- Public sector organisations must follow the 5-stage project development process recommended by SEAI. Private sector organisations do not have to follow the 5-stage project development process recommended by SEAI. However, they must have robust arrangements in place for project development and must report on same to SEAI, if requested to do so.
- The application must comply with the funding levels detailed in Section 2.5.
- The application must comply with the funding timeline detailed in Section 3.1.
- Where VAT cannot be reclaimed by the applicant, and funding towards VAT inclusive costs are sought, the applicant must furnish the appropriate evidence to support this at application stage.

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<sup>5</sup> From Q4 2023, applicants must appoint a certified and registered EPC Facilitator to the undertake grant aided activities in order to be eligible for the scheme

### **Competency, independence, scope & level of detail**

The following requirements apply to activities supported under ECSS.

1. Activities must be executed competently and to a high standard, in an impartial and objective manner.
2. In terms of scope, SEAI recommends that the scope encompass the entire facility or facilities at which the project(s) is/are proposed.
3. The scope must be consistent with the criteria for project type, energy spend and energy savings specified in Section 2.1.
4. At the very least, the assessment in support of technology-specific projects must consider all interlinking energy uses and effects and its impact on carbon emissions.
5. Project energy audits must be undertaken, at the relevant facility/facilities, in a manner that is consistent with the principles of the national Energy Auditing Scheme. Project energy audit reports must include, as a minimum, all of the information that would be expected in a report that meets the requirements of the national Energy Auditing Scheme, although the scope of the project audit may be more limited than that for an audit undertaken in compliance with SI 426 of 2014.
6. Project energy audits report must include details of the carbon emissions associated with the operational energy broken into Total and Direct Emissions.
7. SEAI recommends that project energy audits and feasibility studies be undertaken by independent individuals or firms that explicitly agree:
  - a) to act independently on behalf of procuring organisations; and
  - b) not to represent any ESCOs during subsequent stages of the project development process.However, SEAI acknowledges that in certain circumstances procuring organisations may prefer for an ESCO to undertake a project energy audit. Applications for audits to be conducted by ESCOs will be accepted, but Applicants seeking grant support for such audits must:
  - c) Assure themselves that they fully understand and accept the limitations of the independence of such energy auditors.
  - d) Ensure that such audits are undertaken in a manner that is consistent with the requirements set out in 1 – 5 above.

Applicants may wish to engage additional, independent expert advice with respect to an ESCO-undertaken audit, including with respect to (b) above. The engagement of such advice is an eligible cost (see Section 2.2).

## **2.5. Funding levels**

Successful Applicants will receive up to 75% funding of the itemised eligible costs, subject to a maximum limit of:

- €50,000 total costs for EPC/LESC.
- €25,000 for EPG

Applications will be reviewed and the level of support determined based on a range of considerations, as detailed in Section 2.8.

Funding above the levels prescribed above may be considered where the output will demonstrably contribute to the development of an effective solution to a significant, widespread or national challenge that is currently hindering energy efficiency and decarbonisation (e.g. deep retrofit and renewable heat).

## 2.6. When to apply

The time to apply for a grant for after the Applicant has:

- Quantified the energy consumption for its facility (or facilities) and the energy and carbon saving objectives.
- Concluded that there is a need for an energy project to achieve these objectives.
- Completed an initial project appraisal and concluded that the project is worthy of more detailed appraisal.
- Secured the support of management to undertake further appraisal work and commitment to pursuing a pay-for-performance route to project delivery (EPG EPC or LESC).
- Secured the support of senior management to procure external expertise to support the development of the final business case project delivery through to procurement.

## 2.7. How to apply

A complete application for comprises:

- A completed Application Form, which is available from the SEAI website [www.seai.ie/ecss](http://www.seai.ie/ecss).
- 
- Declaration of ECSS Eligibility
- Declaration of Finance (on company letterhead)
- De Minimis declaration
- Document(s) summarising the initial business case evidencing that the project is suitable for an EPC, LESC or EPG and readiness to incur eligible expenditure

The completed Application Form – along with all supporting documentation – shall be submitted via the SEAI's [Project Evaluation Platform](#)

Guidance on the use of SEAI's Project Evaluation Platform is available to download on the SEAI website: [www.seai.ie/ecss](http://www.seai.ie/ecss).

## 2.8. Evaluation criteria

Applications will be reviewed and the level of support determined based on a range of considerations, including:

- Demonstrated commitment and capability to progressing the project, incorporating pay-for-performance, through to completion of procurement.
- Quality, ambition and level of definition of the scope, objectives and technical elements of the proposed energy and carbon saving project – in terms of breadth and depth (of retrofit) of project.
- Magnitude of existing energy/carbon consumption/spend, scale of the proposed capital investment and magnitude and credibility of anticipated project energy/carbon savings.

- Innovation and contribution to the knowledge base, capacity building for energy contracting and development of the supply chain
- Commitment to release an invitation to tender, select a preferred bidder or award a contract for the project within 15 months of SEAI issuing the Letter of Offer.

A minimum threshold of 65% against the above evaluation criteria is required. SEAI reserves the right to decline to support projects that do not substantially contribute to the development of the knowledge base of the supply chain – particularly with respect to improving its capacity to contract for energy efficiency projects and energy services.

All of the above will be assessed through an evaluation of the completed application and supporting documentation.

Applicants should assess the application form to further understand the selection and award criteria associated with the scheme.

If approved, SEAI will issue a Letter of Offer to the procuring organisation and a signed Funding Agreement will be put in place between the organisation and SEAI. Projects must not be commenced until a letter of offer has been issued.

## 3. Grant Payment

### 3.1. Funding timeline

Fully completed applications will be evaluated by SEAI within 6 weeks of application, whereupon successful projects will be issued with a Letter of Offer outlining the terms and conditions of the funding.

Payment will only be made with respect to projects for which the supported work is fully completed and for which all relevant documentation is submitted to SEAI **within 15 months of the issuance of the Letter of Offer** (see Section 3.4)

### 3.2. Appeals procedure

The [SEAI Customer Charter](#) sets out the process to follow in order to lodge an appeal or complaint in relation to SEAI programmes. The appeals process is available to scheme applicants who are not satisfied with the outcome of a decision made by SEAI, for example, in relation to a grant application or payment request.

### 3.3. Payment procedure

The level of actual funding payment will be strictly proportional to receipted project costs agreed in advance with SEAI and paid by the Applicant to suppliers.

#### 3.3.1. Key milestones / deliverables

Payment of the grant for feasibility study & project energy audit will be made on reaching agreed milestones, as follows (subject to the time limits set out in Section 3.1):

- **Milestone 1:** Up to 50% of the approved grant upon satisfactory completion of the pre-procurement detailed appraisal work, evidence includes draft contract documents, copies of final business case, financial appraisal tools etc.
- **Milestone 2:** Up to 100% (or the balance) of the approved grant upon satisfactory completion of invitation to tender, selection of preferred bidder or contract award, evidence includes copy of published invitation to tender, formal approval of preferred bidder and/or signed contract.

SEAI will assess the completeness and quality of the documents submitted upon achievement of these milestone(s). Payment will only be made with respect to projects for which submitted documentation is deemed to be satisfactory by SEAI. If documentation is deemed to be unsatisfactory, the document(s) will be returned to the Applicant for rework and resubmission, upon which they will be re-evaluated by SEAI.

Payment will not be made with respect to any project for which documentation is deemed to be unsatisfactory following a resubmission.

### 3.4. Documentation required

Payment of a grant for feasibility study & project energy audit will be made upon satisfactory receipt of the following **within fifteen months of the issuance of the Letter of Offer**:

- A copy of the detailed appraisal, reports and contracts funded through the scheme. Evidence of issuance of invitation to tender, selection of preferred bidder or contract award as outlined above.
- Fully completed Project Completion Form
- Fully completed Payment Request Form
- Invoices for all approved itemised eligible costs. **Note: Invoice line must be clearly linked to activities listed in section A4 of the application form**

- Proof of payment of the invoices – this must consist of
  - a copy of the grantee’s bank statement showing the payment (Where multiple invoices are being paid using a single Electronic Fund Transfer (EFT) or cheque i.e. batch payments, a breakdown of all amounts in that payment is required.)
- If VAT is being claimed a letter form the revenue is required confirming the Grantee is not eligible to reclaim VAT on purchases.
- Valid Tax Clearance

### **SEAI review of project development process**

SEAI reserves the right to review the project development process being used by the Applicant for the project, as follows:

- For public sector organisations, SEAI may request evidence of the Applicant’s implementation of the SEAI-recommended project development process (see §1.2). SEAI will review same and may provide feedback to the Applicant.
- For private sector organisations, SEAI may request details of the process being used by the Applicant, for review by SEAI.

SEAI may incorporate elements of such project development processes into guidance materials on good practice in this area.

Although the Applicant must cooperate with SEAI’s requests with respect to the above, the payment of grant support is not contingent on the outcome of SEAI’s reviews.

## **3.5. Payment revocation**

SEAI will revoke payments in the following circumstances:

- Ineligible invoices submitted
- Insufficient proof of payments submitted
- Invoices are deemed invalid
- Back-up documents have not been submitted to SEAI
- Requests for payment have not been submitted within 4 weeks of the project completion date
- Works have not been completed to standard or re-works are outstanding
- Work was commenced prior to letter of offer being issued
- Works completed do not match the proposal and specification submitted and approved by SEAI in accordance with the programme guidelines

## **3.6. Grant extensions**

SEAI policy is that all projects should be completed within the original contracted completion date as per Letter of Offer and should be strictly adhered to.

In exceptional circumstances where events negatively impact the project timelines an extension may be granted.

Extension requests must be made via email to [business@seai.ie](mailto:business@seai.ie) or [publicsector@seai.ie](mailto:publicsector@seai.ie) in accordance with the following requirements:

- the extension request must clearly outline the reasons why the project cannot be completed within the original timelines
- the request must be lodged at the earliest opportunity and prior to original completion date
- a new date for completion must be submitted
- the new completion date is final, and no further extensions can be sought. SEAI will consider the request but is under no obligation to grant an extension on a project.

## 4. General Terms & Conditions

1. The ECSS Application Guide (including the Terms and Conditions) and the Application Forms are those published on the SEAI website on the date of submitting the application. However, SEAI may, if required by law or otherwise and without incurring any liability, vary, revise or supplement the Terms and Conditions of the ECSS after the Applicant's submission of an application, and these revised or supplemented Terms and Conditions (as published on the SEAI website) will apply to the application unless the Applicant chooses to withdraw his/her application or withdraw from the ECSS Agreement. The Applicant must monitor SEAI's website in order to learn of any such changes to the Terms and Conditions.
2. The Applicant's Grant agreement with SEAI in the event of a ECSS Grant Offer being accepted will comprise the ECSS Letter of Offer including the Terms and Conditions and schedules contained therein, the Application guidelines including these Terms and Conditions and the application form completed and submitted by the Applicant. The Applicant, having accepted the ECSS Offer and communicated his/her acceptance of it to SEAI within 14 days of receipt, shall comply with and agree to be bound by the provisions of these documents. In the event of any conflict arising between these documents the order of precedence shall be:
  - a) The ECSS Letter of Offer and the Terms and Conditions including Schedules contained therein
  - b) The Application Guide including these Terms and Conditions
  - c) The Application Form
3. The Applicant must ensure that he/she completes and submits, to the extent applicable, the latest version of the Application Form (see [www.seai.ie](http://www.seai.ie) for the latest version). Hard copy applications will not be accepted.
4. The project, in respect of which the ECSS application is made, must be located in Ireland.
5. The grant offer only becomes valid upon receipt by SEAI from the applicant of the signed Letter of Offer within 14 days of issuance.
6. The Applicant must ensure ECSS approval is received before proceeding with any order or product purchase or commencing works/services Any costs, orders, purchases or works, which predate formal Letter of Offer are not eligible.
7. The ECSS, once approved, is only payable in respect of the project(s) identified in the Application Form and set out in the ECSS Letter of Offer.
8. Once approved, the total grant amount will not be permitted to escalate under any circumstances
9. The Applicant must ensure that compliance is achieved with the relevant principles of Irish and EC law regarding the spending of this funding and, where applicable, the laws and relevant guidelines concerning State Aid and public procurement.
10. The Applicant must obtain all necessary consents and approvals and have the authority to implement the project.
11. The Applicant acknowledges that the timing of payment to approved Grantee is subject to the funding allocated by government to the ECSS in a particular calendar year, in accordance with public financial procedures. Where all other conditions are met, payment will be made on a 'first come, first served' basis. Where funding is exhausted in a particular calendar year, payment to remaining Applicants will be deferred until further funds become available. Deferred payments will receive priority, if and when those funds become available.
12. The Applicant must grant full access to SEAI and its agents, authorised officers or SEAI inspectors to inspect and review the project within seven days of request for access, save in exceptional circumstances demonstrated to the satisfaction of SEAI. Failure to satisfy this full access requirement will be considered a breach of these Terms and Conditions (see Clause 13 below).



13. SEAI accepts no liability or responsibility, whether for breach of contract, tort (including negligence), breach of statutory duty or otherwise, in respect of any direct or indirect loss, expense, dispute, claim, proceedings or cause of action arising out of, or in relation to, any product (or its suitability), any materials (or their suitability), equipment (or its suitability), work, system, service, specification, standard, installation in respect of which a ECSS Grant Offer has issued, or payment granted by SEAI. No undertaking, guarantee, assurance or other warranty, express or implied, is given by SEAI, or any of its agents or servants, in respect of the cost, quality, efficiency and/or benefit of any work, equipment, materials, product, service or installation provided under the ECSS.
14. In the event of any breach of these Terms and Conditions of the ECSS or the other documents referred to in Clause 2 above by the Applicant and where the Applicant has received payment pursuant to the ECSS, SEAI shall, amongst its remedies against the Applicant, be entitled to terminate the Grant Agreement, cease making payments of the Grant, seek total repayment of any or all of the grant already paid to the Grantee or any Beneficiary, withdraw the grant and/or reduce the amount of the grant to be paid.
15. The Applicant shall follow the SEAI Customer Charter in relation to any disputes between the Applicant and SEAI concerning any matter in connection with the ECSS.
16. In relation to any complaints or appeals under the ECSS, the applicant shall follow the SEAI Complaints and Appeals Policy contained within the SEAI Customer Charter, published on the SEAI website and amended from time to time.
17. Any false, fictitious or fraudulent statements or claims knowingly made on ECSS applications, or supporting documentation, submitted in respect of previous ECSS applications / requests for payment or otherwise made to SEAI, its authorised officers, or an SEAI Inspector, or any breach of these Terms and Conditions of the ECSS may result in current and future applications being deemed ineligible by SEAI. In respect of applications where the Applicant has already received payment pursuant to the ECSS, Clause 14 shall also apply.
18. The Applicant acknowledges that SEAI is subject to the requirements of the Freedom of Information Act 2014, as amended ("FOIA"). SEAI undertakes to use its best endeavours to hold confidential any information provided by the Applicant subject to its obligations under law, including the FOIA. Should the Applicant wish that any of the information supplied by him/her should not be disclosed because of its sensitivity, he/she should, when providing the information, identify the same and specify the reasons for its sensitivity. SEAI will consult with the Applicant about such information before making a decision on any Freedom of Information request received.
19. Any personal information that an Applicant volunteers to SEAI will be treated with the highest standards of security and confidentiality, strictly in accordance with the Data Protection Acts 1988 to 2018, as re-enacted, amended or replaced from time to time", and pursuant to the General Data Protection Regulations (meaning Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data repealing Directive 95/46/EC) and any related legislation. SEAI, as data controller, and its agents, will store such information on its database and fully respect the confidentiality of the data provided. The information provided to SEAI by Applicants will be used for evaluation purposes and to facilitate the administration of the ECSS Grant process. This may require that data be supplied to and discussed, in confidence, with any person or organisation appointed by SEAI to assist in assessing or monitoring this application. These persons will be subject to the same requirements for protection of confidentiality. The Applicant's signature on the Application Form is treated as confirmation that SEAI and its agents may use the information thus supplied for the aforementioned purposes. Applicants are also required to comply with their obligations as controller under the Data Protection Acts, the General Data Protection Regulation and any related legislation.
20. Please note that in the case of commercial private and public sector Applicants this funding for ECSS Grant is classed as '*De Minimis aid*' in accordance with Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty (the '2013 Regulation') on the Functioning of the European Union to De Minimis Aid. De Minimis aid is small amounts of aid given to

an enterprise, which cannot exceed €300,000 over any three fiscal years, to any company irrespective of size and location and irrespective of the form of the aid or the objective pursued. De Minimis aid can come from any State body, agency or department even when financed entirely or partly by the European Union. If a company is part of a group, then the €300,000 limit applies to the group.

The funding is made on the understanding that the ECSS Grant combined with any other De Minimis aid received by you in the last three years does not exceed the ceiling of €300,000 for all De Minimis aid. A declaration must accompany your application describing any other De Minimis aid received by the Applicant over the past three years. If you are unsure if you have previously received any De Minimis funding, you should check the letter you received when the funding was awarded as all funding bodies are required to highlight when De Minimis aid is provided.

21. An Applicant is under no direct or indirect obligation to undertake and/or complete its project. Rather, it is up an Applicant whether or not it wishes to undertake and complete its project.
22. An Applicant must notify SEAI immediately if it decides not to undertake and/or complete its project. If a successful Applicant decides not to undertake and/or complete its project, SEAI will not pay it the grant and instead may (but is not obliged to) allocate some or all of the funds provisionally allocated to that Applicant to a different Applicant.
23. The Applicant and SEAI are of the view that there is no supply of goods or services between them and therefore there is no VAT chargeable to SEAI by the grantee in relation to the payment of the grant. In the event that the Revenue Commissioners determine that, in their view, VAT is chargeable then the grant payment shall be regarded as inclusive of any VAT charge.

#### **4.1. Important Notice**

The grant payment is subject to any clearances required by the Commission of the European Union and any consents, clearances or licences which might be required from any other competent body. SEAI reserves the right to alter or amend any aspect of this ECSS as a consequence of any directions, conditions or requirements of any such consents, clearances or licences.

## Energy Contracting Support Scheme

### Application Guide

For further guidance and support email [business@seai.ie](mailto:business@seai.ie) or [publicsector@seai.ie](mailto:publicsector@seai.ie)

**w:** [www.seai.ie](http://www.seai.ie)

**e:** [info@seai.ie](mailto:info@seai.ie)

**t:** 01 8082100



**Rialtas na hÉireann**  
Government of Ireland