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Date: 15 December 2021

Dear Company Secretary,

**Project Direction ref: WPD/ EQUINOX / 15 December 2021**<sup>1</sup>

Western Power Distribution (WPD) submitted the project EQUINOX (the Project) in August 2021 to be considered for funding through the Electricity Network Innovation Competition (NIC).<sup>2</sup> In the 2021 NIC decision<sup>3</sup>, we selected the Project<sup>4</sup> for conditional funding.

WPD must comply with the terms contained in this Project Direction as a condition of the Project receiving funding through the Electricity NIC. These terms can be found in the Schedule to this Project Direction.

**Project Direction**

Chapter 5 of the Electricity NIC Governance Document<sup>5</sup> states that a Project Direction will:

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<sup>1</sup> This Project Direction constitutes notice pursuant to section 49A (Reasons for decisions) of the Electricity Act 1989

<sup>2</sup> [Electricity NIC Submission 2021: EQUINOX - Western Power Distribution | Ofgem](#)

<sup>3</sup> [Network Innovation Competition 2021 Decision | Ofgem](#)

<sup>4</sup> Unless otherwise specified, defined terms in this Project Direction have the meaning given to them in Appendix 1 of the Electricity NIC Governance Document.

<sup>5</sup> <https://www.ofgem.gov.uk/publications-and-updates/version-30-network-innovation-competition-governance-documents>

- set out the Project-specific conditions that the Network Licensee is committing to in accepting funding;
- require the Network Licensee to undertake the Project in accordance with the commitments it has made in the Full Submission<sup>6</sup>;
- set out the Approved Amount for the Project, that will form part of the calculation contained in the Funding Direction issued by the Authority under Chapter 7 of the Governance Document;
- set out the Project budget that the Network Licensee must report against and how variances against the Project budget will be reported and approved/rejected; and
- set out the mechanism for the Network Licensee receiving the Approved Amount as set out in the Funding Direction.

The above requirements are described for the Project in the Schedule to this Project Direction.

### **Decision**

Provided WPD complies with the Electricity NIC Governance Document and with the Schedule to this Project Direction, the Project is deemed to be an Eligible NIC Project.<sup>7</sup>

This Project Direction constitutes notice pursuant to section 49A (Reasons for decisions) of the Electricity Act 1989.



**Steven McMahon**

**Deputy Director, Electricity Distribution and Cross Sector Policy**

**For and on behalf of the Authority**

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<sup>6</sup> Where appropriate, the Project Direction may therefore include extracts from the Full Submission or refer to specific sections of the Full Submission.

<sup>7</sup> Eligible NIC Project has the meaning given in definitions of the Electricity Distribution licence.

## Schedule to Project Direction

### 1. TITLE

Project Direction ref: WPD / EQUINOX / 15 December 2021

### 2. PREAMBLE

This Project Direction is issued by the Gas and Electricity Markets Authority (the "Authority") to Western Power Distribution (the "Funding Licensee") pursuant to the Electricity NIC Governance Document issued pursuant to Part E of Charge Restriction Condition 5A (The Network Innovation Competition) of the Electricity Distribution Licence (the "Licence"). It sets out the terms to be complied with in relation to EQUINOX (the "Project") as a condition of it being funded under the NIC and the Funding Return Mechanism.<sup>8</sup>

Unless otherwise specified, defined terms in this Project Direction have the meaning given to them in Appendix 1 of the Electricity NIC Governance Document.

References to specific sections of the Funding Licensee's Full Submission in this Project Direction are, for ease of reference, made by referring to the section number in the Funding Licensee's Full Submission pro-forma.

### 3. CONDITION PRECEDENT

In accepting funding for the Project, the Funding Licensee is subject to the following Project-specific conditions:

#### ***Condition 1***

The Funding Licensee will not access any funds from the Project Bank Account until contracts are signed with the Project Partners named in Table 1 for the purpose of completing the Project.

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<sup>8</sup> The Funding Return Mechanism is defined in Part C of Charge Restriction Condition 5A.

**Table 1. Project Partners**

SP Energy Networks (SPEN)
Octopus Energy
Passiv
Welsh Government
West Midlands Combined Authority (WMCA)
Sero
Guidehouse

**Condition 2**

The Project must keep abreast of, directly acknowledge and build upon other ongoing innovation projects taken forward by energy network companies and other bodies exploring the electrification of heat and flexibility, and ensure dissemination of learnings acquired from work on EQUINOX to other innovation projects exploring heat and flexibility.<sup>9</sup> Report that the condition has been satisfied must be evidenced within the Project Progress Reports.

**4. COMPLIANCE**

The Funding Licensee must comply with Charge Restriction Condition 5A, the Electricity NIC Governance Document (as may be modified from time to time in accordance with Part E of Charge Restriction Condition 5A) together with this Project Direction and upcoming Funding Direction.

Any part of the Approved Amounts that the Authority determines not to have been spent in accordance with this Project Direction (or in accordance with the Electricity NIC Governance Document) is deemed to be Disallowed Expenditure.

Pursuant to Charge Restriction Condition 5A, Disallowed Expenditure is any revenue received (whether by the Funding Licensee or by another Licensee) from the System Operator under the NIC Funding Mechanism that the Authority determines has not been spent in accordance with the applicable provisions of the Electricity NIC Governance Document or the terms of the relevant Project Direction.

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<sup>9</sup> For further context and background on this condition of funding; see [NIC Decision Document](#) on pages 11-15 for further details.

Pursuant to Chapter 8 of the Electricity NIC Governance Document, Disallowed Expenditure includes any funds that must be returned if the Project is halted without Ofgem's permission, any funds that have not been spent in line with the approved Project Budget contained within the Project Direction, any unspent funds on the completion of the Project and any Directly Attributable Costs that the Authority deems to have been misreported following a Project audit. In particular, it includes the proportion of funds associated with a Project Deliverable (as proposed by the Network Licensee), where the Network Licensee is deemed by Ofgem to be at fault for the non-delivery of that Project Deliverable.

## **5. APPROVED AMOUNT FOR THE PROJECT**

The Approved Amount is **£6,980,000.00**

The Approved Amount will be recovered by the System Operator from GB customers and transferred to the Network Licensee in the Relevant Year following the issue of the Project Direction. The Relevant Year is a period of twelve months beginning on 1 April in any calendar year and ending on 31 March of the next calendar year. Transfer of revenue between the System Operator and one or more Network Licensees must be made monthly on an equal basis, for the entirety of the Relevant Year, on the day of the month agreed by the Network Licensee making the transfer. The Network Licensee is responsible for notifying the System Operator of the bank account details to which transfers must be made. If a Network Licensee is required to return funding to the System Operator, the reverse applies.

## **6. PROJECT BUDGET**

The Project Budget is set out in Annex 1 of this Project Direction.

The Funding Licensee will report on expenditure against each line under the category total in the Project Budget, and explain any projected variance against each line total in excess of 5% as part of its detailed report which will be provided, in accordance with Chapter 8 of the Electricity NIC Governance Document. Ofgem will use the reported expenditure and the explanation to assess whether the funding has been spent in accordance with the Electricity NIC Governance Document and with this Project Direction.

## **7. PROJECT IMPLEMENTATION**

The Funding Licensee must undertake the Project in accordance with the commitments it has made in the Full Submission approved by the Authority pursuant to the Electricity NIC Governance Document and with the terms of this Project Direction. These include (but are not limited to) the following:

- (i) undertake the Project in accordance with the description set out in Section 2 (Project Description) of the Full Submission;
- (ii) provide a Network Licensee Compulsory Contribution of £786,000.00;
- (iii) complete the Project on or before the Project completion date of 31 December 2025; and
- (iv) disseminate the learning from the Project at least to the level described in Section 5 (Knowledge Dissemination) of the Full Submission<sup>10</sup>.

## **8. REPORTING**

Ofgem may issue guidance (and amend it from time to time) about the structure and content of the Project Progress Report required by Chapter 8 of the Electricity NIC Governance Document. The Funding Licensee must follow this guidance in preparing the reports.

As required by Chapter 8 of the Electricity NIC Governance Document, the Funding Licensee must inform the Authority promptly in writing of any material event or circumstance likely to affect its ability to deliver the Project as set out in its Full Submission.

## **9. INTELLECTUAL PROPERTY RIGHTS (“IPR”)**

In Section 5 of its Full Submission (Knowledge Dissemination) the Funding Licensee has stated that the Project conforms to the default IPR arrangements set out in Chapter 9 of the Electricity NIC Governance Document. The Funding Licensee must therefore undertake the Project in accordance with the default IPR arrangements.

## **10. PROJECT DELIVERABLES**

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<sup>10</sup> See page 30 onwards in this link for full details: [Electricity NIC Submission 2021: EQUINOX - Western Power Distribution | Ofgem](#)

At the end of a Project, the Funding Licensee must commission a report from an independent third party that verifies whether the Project Deliverables set out in Table 2 below (which comply with Chapter 5 of the Electricity NIC Governance Document) have been achieved.

After it has received the report, the Funding Licensee must send it to the Authority. Where a Project Deliverable has not been achieved we will consider whether funding should be returned to customers using the Funding Return Mechanism. If the Network Licensee is deemed by Ofgem to be at fault for the non-delivery of the Project Deliverable, it is the proportion of funding assigned to it within Table 2 below, which may be returned to customers.

**Table 2. Project Deliverables**

Reference	Project Deliverable	Deadline	Evidence	NIC funding request (% , must add to 100%)
1	Customer perceptions on unlocking flexibility from heat [Workstream 3]	Dec 31 2022	A report containing: <ul style="list-style-type: none"> <li>Insights from customer surveys and customer focus groups on the barriers and enablers for unlocking flexibility from heat</li> </ul>	10%
2	Initial insights on effectiveness of commercial methods [Workstream 1 & Workstream 4]	Jul 31 2023	A report containing: <ul style="list-style-type: none"> <li>An overview of theoretical flexibility simulation modelling based on 'digital twin' housing archetypes</li> <li>Analysis and learning from early trial data to understand the impact of commercial methods and control on flexibility outcomes.</li> </ul>	15%

Reference	Project Deliverable	Deadline	Evidence	NIC funding request (% , must add to 100%)
3	Design of novel commercial methods & technical integration [Workstream 1 & Workstream 2]	Nov 30 2023	A report containing: <ul style="list-style-type: none"> <li>An overview of the novel commercial arrangements (Method 1, Method 2, &amp; Method 3), including: requirements, commercial heads of terms with suppliers and customers</li> <li>An overview of the technical integration between DNO, suppliers, in-home automation, and customers including: solution requirements (incl. cyber requirements) and specifications (DNO, supplier, &amp; customer) high-level architecture, test plans, and test results.</li> <li>An overview of learning from designing, developing and testing the novel methods in collaboration with Project Partners and customers.</li> </ul>	15%
4	Learning from trialling novel commercial methods [Workstream 4]	Aug 31 2024	A report containing: <ul style="list-style-type: none"> <li>An overview of the commercial terms for DNOs, energy suppliers and customers.</li> <li>An overview of learning from trialling the range of novel commercial methods</li> <li>An overview of the customer experience during the trials based on customer feedback</li> <li>An overview of the simulated network impact throughout the trial flexibility events</li> </ul>	25%
5	Learning from engaging customers on the barriers & enablers of the electrification of heat and unlocking domestic flexibility [Workstream 3]	Aug 31 2025	A report containing: <ul style="list-style-type: none"> <li>Lessons learned from engaging with customers on the electrification of heat</li> <li>Lessons learned on enabling equal opportunities and benefits for fuel poor and vulnerable customers</li> <li>Recommendations on the role of DNOs in customer engagement</li> </ul>	10%

Reference	Project Deliverable	Deadline	Evidence	NIC funding request (% , must add to 100%)
6	Recommended transition of learning to BaU [Workstream 4]	Dec 31 2025	<p>A report detailing:</p> <ul style="list-style-type: none"> <li>• Updates to flexibility simulation models using trial data</li> <li>• A description of the recommended commercial arrangements, procurement strategy and technical integration to unlock maximum flexibility from domestic customers</li> <li>• An overview of any regulatory or policy change needed to enable efficient roll out</li> <li>• An update of the project business case that considers project learning</li> <li>• A product roadmap will be produced for all elements of the EQUINOX commercial offerings that are proven to be viable as future Flexibility Products</li> </ul>	25%
N/A	Comply with knowledge transfer requirements of the Governance Document.	End of Project	<ol style="list-style-type: none"> <li>1. Annual Project Progress Reports which comply with the requirements of the Governance Document.</li> <li>2. Completed Close Down Report which complies with the requirements of the Governance Document.</li> <li>3. Evidence of attendance and participation in the Annual Conference as described in the Governance Document.</li> <li>4. ENA Learning Portal as referred to under paragraph 2.9-2.11 of the NIC Governance Document</li> </ol>	N/A

## 11. USE OF LOGO

The Funding Licensee and the Project Partners, External Funders and Project Supporters<sup>11</sup> may use the NIC logo for purposes associated with the Project but not use the Ofgem logo in any circumstances. They are also permitted to use their own logo for such purposes.

<sup>11</sup> As listed in Box 1.6 in Section 1 of the Full Submission pro-forma.

## **12. AMENDMENT OR REVOCATION**

As set out in Chapter 8 of the Electricity NIC Governance Document and this Project Direction, this Project Direction may be amended or revoked under the following circumstances:

- (i) if the Funding Licensee considers that there has been a material change in circumstance that requires a change to the Project Direction, and the Authority agrees; or
- (ii) to reflect amendments made to the Licence.

## **13. HALTING OF PROJECTS**

This Project Direction is subject to the provisions contained in Chapter 8 of the Electricity NIC Governance Document relating to the halting of projects. By extension, this Project Direction is subject to any decision by the Authority to halt the Project to which this Project Direction relates and to any subsequent relevant Funding Direction issued by the Authority pursuant to Charge Restriction Condition 5A.

In the event of the Authority deciding to halt the Project to which this Project Direction relates, the Authority may issue a statement to the Funding Licensee clarifying the effect of that halting decision as regards the status and legal force of the conditions contained in this Project Direction.

### **NOW THEREFORE:**

In accordance with the powers contained in the Electricity NIC Governance Document issued pursuant to Part E of Charge Restriction Condition 5A of the Licence, the Authority hereby issues this Project Direction to the Funding Licensee in relation to the Project (EQUINOX).

This constitutes notice of reasons for the Authority's decision pursuant to section 49A (Reasons for decisions) of the Electricity Act 1989.

## ANNEX 1: PROJECT BUDGET

<b>Cost Category</b>	<b>Cost</b>
<b>Labour</b>	
	4,412.90
<b>Equipment</b>	
	1,212.78
<b>Contractors</b>	
	457.59
<b>IT</b>	
	235.38
<b>IPR Costs</b>	
	-
<b>Travel &amp; Expenses</b>	
	18.09
<b>Payments to users</b>	
	73.55
<b>Contingency</b>	
	1,238.44
<b>Decommissioning</b>	
	-
<b>Other</b>	
	117.38
<b>Total</b>	<b>7,766.11</b>