



# User Interface Expressions of Interest

## NatHERS for existing homes ratings

### Information for applicants seeking accreditation of a user interface tool for NatHERS existing homes ratings

#### 1. EOI overview

Accreditation of user interface tools (UI) is a 3-stage process:

**Stage 1:** The applicant submits an expression of interest (EOI). This provides an early opportunity for the NatHERS Administrator and the applicant to clarify and identify critical barriers to accreditation. Please note that submitting an EOI does not guarantee accreditation

**Stage 2:** The applicant submits the software and test materials to the NatHERS Administrator for comprehensive testing and review.

**Stage 3:** Both parties execute the Terms and Conditions.

#### 2. Preparing to submit an EOI

Before completing this form, the applicant should familiarise themselves with relevant documentation and resources including:

Resources available at [www.nathers.gov.au](http://www.nathers.gov.au)

- NatHERS Existing Homes Delivery Model
- User Interface Protocol (UIP)
- NatHERS Whole of Home Calculation Method
- Existing Homes thermal standardisation and specification document
- Existing Homes Technical Note
- Existing Homes Guidance Note

Resources available on request by email to the NatHERS Administrator at [admin@nathers.gov.au](mailto:admin@nathers.gov.au)

- User Interface Accreditation Terms and Conditions
- User Interface Accreditation Notice – prototype
- Benchmark dwelling files

Resources available on request to the CSIRO at <https://csirohomeenergyhelp.zendesk.com/hc/en-us/articles/12675176368911-3rd-Party-software-Developers>

- AccuRate Enterprise and API

#### 3. EOI submission requirements

The EOI submission must include all of the following:

1. A completed Expression of Interest form below
2. Clear statements on:
  - 2.1. how the product will meet each of the design principles (section 2.2 of the UIP)

- 2.2. any proposed optimisations (that is any data exports to AccuRate that the UI calculates and are not directly input by the assessor) which include hardware and software
- 2.3. an overview of the method(s) the UI will use to calculate those optimisations
- 2.4. an overview of the testing that will be undertaken by the applicant to satisfy that their optimisations are accurate to within tolerances specified in Tables 2 and 3 of the User Interface Protocol
3. a statement of any external resources (other businesses/suppliers/subcontractors) that will be engaged in connection with the provision of a UI, the nature of the relationship and the period of time in which the relationship has been/will be established
4. an outline of knowledge and experience relevant to the requirements of the UIP and the NatHERS existing homes scheme
5. an outline of business' resources and systems to meet the requirements of the UIP
6. a statement affirming you understand and will comply with the UIP or, a tabulated statement clearly outlining where compliance could only be met subject to conditions or changes to UI requirements
7. a statement affirming you have read, understood and agree in principle with the UI terms and conditions and note any key issues or departures to the terms and conditions where clarification or negotiation would be required
8. a completed **Confidentiality, privacy and conflict of interest deed** (at the end of this document).

#### **4. Evaluation of EOI submissions**

When submissions are received, the NatHERS Administrator will review the submission and:

- confirm all information required to evaluate the EOI is included
- seek clarifications or additional information where required to complete the evaluation
- confirm whether independent testing is required to assess the suitability of the product to progress to stage 2 of the accreditation process
- evaluate EOI response and confirm if the submission can proceed to stage 2 of accreditation process.

EOI applicants that are considered appropriate to move on to stage 2 will be informed and asked to participate in a meeting with the NatHERS Administrator. During this meeting, the attendees will agree on the necessary steps and documents to initiate the accreditation process and coordinate the provision of those materials.

Please allow 20 business days for the NatHERS Administrator to complete the evaluation process (not including time we are waiting for more information from you) and 3 to 6 months to process the accreditation, which will vary based on the project's complexity.

## 5. EOI evaluation criteria

Submissions will be evaluated against the following criteria:

1. product ability to meet each of the design principles, and specifically:
  - a. limit tool data inputs
  - b. embed security and privacy measures in all stages of the software
  - c. avoid unintended outcomes / settings that would allow for manipulation or conflict with program objectives
  - d. simplify on-site data collection / minimise on-site time
  - e. incentivise energy performance upgrades
  - f. help Australian households better understand their home's energy performance
  - g. share data to enable financial products, incentives, subsidies and grants for energy performance upgrades as well as to support other standards such as minimum rental standards
  - h. support equity, accessibility and scalability, and its potential to be deployed at scale, including delivery to regional and remote areas and accessibility to diverse communities
2. the suitability of proposed optimisations, including the adequacy of calculation method(s) for, and proposed testing of those optimisations
3. ability to comply with the User Interface Protocol and User Interface Protocol Terms and Conditions
4. organisational capability to meet the requirements of the User Interface Protocol

Submissions will be evaluated as one of the following:

<b>Progress to stage 2</b>	The information in the submission is sufficient to confirm the suitability of the product to progress to stage 2 of the accreditation process. No additional information is being sought.
<b>Clarification required</b>	Some parts of response are not sufficiently clear to evaluate the product, or additional information is required to conduct the evaluation. These submissions will be invited to provide additional information to complete the evaluation. This can include a requirement for independent testing to be conducted before completing the evaluation.
<b>Does not meet requirements</b>	The submission did not provide all required information and/or does not adequately meet all of the evaluation criteria. A new submission is required to progress.

## 6. EOI lodgement

EOIs should be lodged at [admin@nathers.gov.au](mailto:admin@nathers.gov.au) with subject header titled "UIP EOI application by [company name].

DCCEEW will accept responses lodged in Microsoft Word, Microsoft Excel or PDF format.

Files should not exceed a combined file size of twenty (20) megabytes per email. If an email would otherwise exceed twenty (20) megabytes, the applicant should either:

- transmit the files as a compressed (zip) file not exceeding twenty (20) megabytes
- provide the response in multiple emails ensuring that each email does not exceed twenty (20) megabytes and are clearly labelled 1 of 2 (or total number of emails that make up the complete response).

## **7. Confidentiality**

DCCEEW will treat any information provided by applicant as commercial-in-confidence.

DCCEEW will not be in breach of any confidentiality requirements if it:

- discloses the response within DCCEEW, to its personnel or advisers, or to another Australian Government or state or territory government agency
- discloses the response to the responsible Commonwealth, state or territory Minister or their advisers
- discloses the response in response to a request by a House or a Committee of the Parliament of Australia
- discloses the response for accountability or reporting purposes
- is required by law to disclose.

## **8. Costs**

NatHERS will not be responsible for any costs or expenses incurred by an applicant relating to the preparation and submission of an EOI.

## **9. Data usage**

In submitting this EOI, the applicant agrees that NatHERS may analyse and use response data to inform its future decision-making and subsequent accreditation processes or other activities as required.

## **10. Evaluation and feedback**

This EOI is an information gathering activity and will evaluate submissions against criteria in Section 4 above. NatHERS will consider the information and determine if accreditation can proceed.



# User Interface Expression of Interest (EOI) Form

NatHERS for existing homes ratings

**This form must be completed by applicants seeking accreditation for the first time.**

Applicant	
Date submitted to NatHERS	

Software developer information	
Entity legal/trading name	
ACN & date of issue	
ABN & date of issue	
Registered address	
Product name	

Contact details	
Link to website	
Contact name(s) & titles	
Contact email(s)	
Contact phone number(s)	
Directors	

## Proposal

Attach your proposal for a UI, addressing the design principles in section 2.2 of the UIP and how requirements identified in the accreditation modules are intended to be addressed.

### Your proposal should include:

1. How the product will meet each of the design principles (section 2.2 of the UIP).
2. A summary of any proposed optimisations (that is any data exports to AccuRate that the UI calculates and are not directly input by the assessor) which include hardware and software
3. An overview of the method(s) the UI will use to calculate those optimisations.

4. An overview of the testing that will be undertaken by the applicant to satisfy that their optimisations are accurate to within tolerances specified in Table 2 and Table 3 of the User Interface Protocol.
5. A list of external resources (other businesses/suppliers/subcontractors) that will be engaged in connection with the provision of a UI. Detail the relationship and the period of time in which the relationship has been/will be established.
6. A statement affirming you understand and comply with the UIP or complete Table 1 below clearly outlining where compliance could only be met subject to conditions or changes to UI requirements. Add additional rows as required.

**Table 1: User Interface Protocol compliance issues**

Section	Compliance statement	Comments / key issues <sup>1</sup>
		<i>Please add further rows as required</i>

Note: Inability to adhere to particular clauses of the UIP may prevent accreditation from moving forward.

7. An indicative timetable for when material will be submitted for checking by the NatHERS Administrator. (The timetable must allow 20 business days for the NatHERS Administrator to process the EOI and 3 to 6 months to process the accreditation, depending on the complexity of the project.)
8. A statement affirming that you have read, understood and agree in principle with the terms and conditions. Detail any key issues or departures to the terms and conditions in Table 2 below where you may seek to clarify or negotiate a modification.

**Table 2: User Interface Protocol Terms and Conditions issues**

Clause	Key issue <sup>1</sup>	Departure (if necessary)
		<i>Please add further rows as required</i>

9. An outline of knowledge and experience relevant to the requirements of the UIP and the NatHERS existing homes scheme.
10. An outline of organizational readiness and business' resources and systems to meet the requirements of the UIP.
11. A completed **Confidentiality, privacy and conflict of interest deed**.

---

<sup>1</sup> Flag any key issues (e.g. questions, concerns) or details of matters to be discussed and resolved with the NatHERS Administrator relating to the accreditation process

# CONFIDENTIALITY, PRIVACY AND CONFLICT OF INTEREST DEED

in relation to the NatHERS User Interface Expression of Interest

## CONFIDANT

[Insert name of Confidant (and ABN, if applicable)] of [insert address] (the Confidant, I, me and my).

## RECITALS

The Commonwealth of Australia represented by the Department of Climate Change, Energy, the Environment and Water ABN 63 573 932 849 (Department) invites submissions NatHERS for existing homes User Interface Expressions of Interest (EOI's).

The Confidant provides the undertakings set out below in respect of work to be performed, and information to be acquired, directly or indirectly in connection with the EOI.

## AGREED TERMS

### 1. Definitions

Confidential Information:	means information that is by its nature confidential; and is identified as part of the EOI as confidential; or a party knows or ought to know is confidential; but does not include:  information that is or becomes public knowledge other than by breach of this deed or any other confidentiality obligation.
Conflict of Interest	any circumstance in which the Confidant has an interest (whether financial or non-financial) or an affiliation that is affecting, will affect, or could be perceived to affect, the ability to progress the EOI or work associated with the EOI fairly and independently.
Personal Information	has the meaning it has in section 6 of the Privacy Act 1988 (Cth).

### 2. Access

I understand that in the course of seeking accreditation, I may have access to Personal Information and Confidential Information.

### 3. Non-disclosure

- a. I will treat as secret and confidential all Personal Information and Confidential Information to which I have access or which is disclosed to me.
- b. If the Department grants its consent for me to disclose Personal Information or Confidential Information, it may impose conditions on that consent. In particular, the Department may require that I obtain the execution of a deed in these terms by the person to whom I propose to disclose the Personal Information or Confidential Information.

- c. My obligations under this deed will not be taken to have been breached where I am legally required to disclose the Personal Information or Confidential Information.

#### **4. Restriction on use**

- a. I will use the Personal Information or Confidential Information only for the purpose of providing the EOI to the Department (whether directly or indirectly).
- b. I will not:
  - i. copy, reproduce or disclose the Personal Information or Confidential Information without the written approval of the Department: and
  - ii. will not allow any other person outside the Department access to the Personal Information or Confidential Information,

except where the Department grants its consent in writing for me to do so. In such cases I will comply with the conditions of any such consent.

- c. I will take all necessary precautions to prevent unauthorised access to or copying of the Personal Information or Confidential Information in my control.

#### **5. Powers of the Department**

- a. Immediately on request by the Department, I agree to deliver to the Department all documents in my possession or control containing Personal Information or Confidential Information (including any copies of such documents).
- b. If at the time of a request under clause 5(a) I am aware that documents containing Personal Information or Confidential Information are beyond my possession or control, then I agree to provide full details to the Department of where the documents containing the Personal Information or Confidential Information are, and the identity of the person who has control of them.

#### **6. Privacy Act obligations**

I agree to abide by the provisions of the Privacy Act 1988 (Cth), including the Australian Privacy Principles set out in that Act, in respect of both Personal Information and Confidential Information, whether or not I am legally bound to comply with that Act and as if the definition of Personal Information in that Act includes Confidential Information.

#### **7. Conflicts of Interest**

- a. I warrant, to the best of my knowledge, that as at the date of this deed, no Conflict of Interest exists or is likely to arise in my performance of the work associated with the EOI except in relation to the following:

*Insert details of any Conflict of Interest or otherwise insert 'Not applicable'.*



- b. If a Conflict of Interest arises during the course of my work associated with the EOI, or appears likely to arise, I agree to:
- i. immediately notify the Department in writing of the Conflict of Interest making a full disclosure of all relevant information relating to the Conflict of Interest and setting out the steps I propose to take to resolve or otherwise deal with the Conflict of Interest; and
  - ii. take such steps as the Department may reasonably require to resolve or otherwise deal with that Conflict of Interest.
- c. I acknowledge that if a Conflict of Interest cannot be resolved or otherwise dealt with, my role in the delivery of the EOI may be limited or I may be excluded from the delivery of the EOI (at the discretion of the Department).

#### **8. Survival**

This deed will survive the termination or expiry of any contract in relation to the EOI between the Department and me, my employer, or any other organisation with which I am engaged or involved.

#### **9. Applicable law**

This deed will be governed by, and construed in all respects in accordance with, the law of the Australian Capital Territory and I agree to submit to the applicable jurisdiction of the Courts of that Territory in respect of all matters arising under, or in relation to, this deed.

### **EXECUTION**

#### **EXECUTED by deed poll**

**SIGNED by**

in the presence of

\_\_\_\_\_  
Name of Confidant (print)

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Signature of Confidant

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date