

## **COLLABORATION AGREEMENT**

### **Cover and contents pages**

This Agreement is made this 8<sup>th</sup> day of January, 2021

Between

1. [London Borough of Barking and Dagenham](#) (hereinafter “LBBD”) whose registered office is at Barking Town Hall, 1 Clockhouse Avenue, Barking, IG11 7LU

and

2. [Bristol City Council](#), whose registered office is at City Hall, College Green, Bristol, BS1 5TR

and

3. [London Borough of Ealing](#) whose registered office is at Perceval House, 14-16 Uxbridge Road, Ealing, W5 2HL

and

4. [The Mayor and Burgesses of the London Borough of Enfield](#) acting by the Council of the London Borough of Enfield of 36-44 South Mall, Edmonton Green, Enfield, N9 0TN

and

5. [Great Places Housing Association](#) whose registered office is at 2a Derwent Avenue, West Didsbury, Manchester, WA15 6BS

and

6. [London Borough of Hammersmith & Fulham](#) whose registered office is at Town Hall, King Street, Hammersmith, London, W6 9JU

and

7. [London Borough of Haringey](#) whose registered office is at River Park House, 225 High Road, N22 8HQ

and

8. [London Borough of Lambeth](#) whose registered office is at Civic Centre, 6 Brixton Hill, Brixton, London, SW 1EG

and

9. [Energiesprong UK Ltd](#) (hereinafter “ESUK”) whose registered office is at Sunnybrook Farm Cauntoun Road, Bathley, Newark, England, NG23 6DL, with company Company number 09649603

and

10. [Turner & Townsend Consulting Limited](#) (hereinafter “T&T”) whose registered office is at Low Hall, Calverley Lane, Horsforth, Leeds LS18 4GH, with Company number 03154483

(The aforesaid organisations and any additional parties are hereinafter referred to individually as “Party” and collectively as “the Parties”).

WHEREAS:

- A. The Parties to this Agreement wish to collaborate on a project entitled "[National Net Zero Retrofit Accellerator](#)" under the Programme Social Housing Decarbonisation Fund Demonstrator for Funding.
- B. Subject to the conclusion between the Parties of an Agreement governing their collaboration, the Sponsors have announced their intention to make available a grant in respect of the Project, subject to the terms of the Offer Letter.

IT IS HEREBY AGREED as follows:

## 1 DEFINITIONS AND INTERPRETATION

1.1 The words and phrases below shall have the following meanings:

Affiliates	Means any entity directly or indirectly controlling or controlled by or in common control with such entity, where "control" is defined as the ownership of at least fifty percent (50%) of the equity or beneficial interests of such entity, or the right to vote for or appoint a majority of the board of directors or other governing body of such entity.
Background IPR	Means any IPR controlled or owned by any Party prior to the date of commencement of this Agreement or IPR generated by any of the Parties independently of the Project and controlled or owned by that Party or any IPR to which the Party has the necessary rights for the purpose of the Project.
Contributions	Means the financial contributions as set out in the itemised budget contained in Schedule A and other non-financial contributions of the Parties including, without limitation, those set out in Schedule A.
IPR	Means any intellectual property rights of any description including but not limited to patents, copyrights, design rights (registered or unregistered), trademarks, know-how and database rights.
Lead Party	Means LBBD as set out in Clause 3.
Monitoring Officer	Means the individual appointed by the Sponsor to monitor progress of the project on behalf of the Sponsors.
Party or Parties	Means any one or more of the signatories to this Agreement.
Resulting IPR	Means any IPR arising from and developed in the course of the Project by any of the Parties.
Sponsor	Means the Department for Business, Energy & Industrial Strategy
The Start Date	Means 18 <sup>th</sup> January 2020 or as otherwise mutually agreed between the Parties.

MOU	Means the terms contained in the Social housing Decarbonisation Fund Demonstrator Memorandum of Understanding as set out in Schedule C.
Project Lead	Means the individual designated from time to time with responsibilities set out in Clause 3.
Project Manager	Means the individual designated from time to time with responsibilities set out in Clause 3.
The Project	Means the project entitled “ <a href="#">National Net Zero Retrofit Accelerator</a> ” to be undertaken by the Parties in accordance with the MOU
Project Steering Group	Means the individuals nominated by each of the Parties, set out in Clause 3 of this Agreement, in order to supervise the carrying out of the Project.

- 1.2 In this Agreement, unless otherwise expressly provided or unless the context otherwise requires:-
- 1.2.1 References to the singular include the plural and vice versa.
  - 1.2.2 References to words denoting any gender shall include all genders.
  - 1.2.3 References to persons include companies, partnerships, government departments and agencies and all other forms of body corporate or unincorporate.
  - 1.2.4 References to Clauses and Schedules are to Clauses of, and Schedules to, this Agreement.
  - 1.2.5 References to laws and statutory provisions shall include reference to any subordinate legislation made pursuant thereto and shall be construed as referring to those laws, provisions and subordinate legislation as respectively amended or re-enacted from time to time.
  - 1.2.6 The headings of this Agreement are for ease of reference only and are not part of this Agreement for the purposes of construction.
  - 1.2.7 Any undertaking by a Party not to do an act or thing shall be deemed to include an undertaking not to permit or suffer such act or thing to be done by another person.
  - 1.2.8 References to the Parties include their respective successors in title, permitted assigns and legal personal representatives.
- 1.3 The Schedules and Recitals form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and accordingly any reference to this Agreement includes the Schedule and Recitals.
- 1.4 In the event of any conflict between the terms of this Agreement and the terms of the MOU conditions then the terms of MOU conditions will prevail. Subject to the foregoing, this Agreement shall take precedence over any other agreement signed between the Parties relating to the subject matter hereof and over any other documents referred to herein.

## **2 PURPOSE AND SCOPE**

- 2.1 The Project shall be undertaken at all times by the Parties in accordance with the terms of the MOU conditions.
- 2.2 Subject to Clause 2.1, the terms of this Agreement shall govern the rights and obligations of the Parties. These obligations include their respective Contributions and remuneration, the management structure and all other terms of collaboration to be complied with in connection with the Project.

## **3 PROJECT MANAGEMENT**

- 3.1 As Lead Party, LBBB will be the signatory to the MOU in Schedule C. [Neil Pearce](#) will be appointed as Project Lead with duties as set out in Appendix 4 of the MOU.
- 3.2 T&T are responsible for overall management of the Project. [Koré Mason](#) will be appointed as the Project Manager with duties as set out in Appendix 4 of the MOU.
- 3.3 Each Party shall appoint one individual to the Project Steering Group. Each nominated individual (and any changes thereto) shall be notified in writing to the other Parties. In addition each Party shall be entitled, but not bound, to appoint an additional individual to the Project Steering Group to act as an observer. An observer appointed in such a manner shall be entitled to attend, but not vote, at meetings of the Project Steering Group.
- 3.4 The Project Steering Group will meet every three (3) months at venues to be agreed, including remotely, or at any time when reasonably considered necessary at the request of any of the Parties. Meetings will normally coincide with quarterly progress reporting and claim submission to the Sponsor. The Monitoring Officer will be invited to attend by the Project Manager.

## **4 DURATION**

- 4.1 This Agreement shall remain in full force and effect during the Funding Period as set out in Schedule C unless terminated earlier in accordance with the provisions of Clause 7 or Clause 12.

## **5 RESPONSIBILITIES AND LIABILITIES**

- 5.1 Each Party shall make its respective Contributions to the Project.
- 5.2 Each Party confirms that it will act in good faith when complying with its respective obligations under this Agreement.
- 5.3 Each Party confirms that they have read the MOU, agrees to comply with all relevant requirements and will use all reasonable endeavours to ensure that the Parties do so.
- 5.4 Each party agrees without limiting the generality of its agreement in paragraph 5.3 above, agrees to the conditions set out in condition 33 - 43 of the MOU.
- 5.5 In respect of Background IPR, Resulting IPR, information and/or materials supplied by one Party to another under this Agreement, the supplying Party shall be under no obligation or liability and no warranty condition or representation of any kind is made, given or to be implied

as to the sufficiency, accuracy or fitness for purpose of such information or materials or, the absence of any infringement of any proprietary rights of third parties by the use of such information and materials and the recipient Party shall in any case be entirely responsible for the use to which it puts such information and materials. Notwithstanding the foregoing, no Party shall supply Background IPR to another Party under this Agreement in the knowledge that the use of the Background IPR by that Party will infringe the proprietary rights of any third parties.

- 5.6 Each Party shall comply with requests for information from the Monitoring Officer and make best endeavours to provide reports, grant claims and audits in a timely fashion.
- 5.7 Each Party agrees that the Sponsor under the Contracts (Rights of Third Parties) Act 1999 may:
- a) require them to provide the Sponsor with information and evidence as to their compliance with the requirements of the Grant as set out in the MOU, and to allow the Sponsor and their agents to inspect their premises for that purpose;
  - b) make that information available to other public authorities, including the European Commission; and
  - c) withdraw grant or require them to repay the Grant and interest to the Sponsor and on the Sponsor's reasonable demand, in accordance with clause 33 – 43 of Schedule C where the Sponsor has reasonable cause to consider that:
    - a. the grounds in clause 33 - 43 of Schedule C arise (without limitation, in case of misuse or EU law relating to state aid); and
    - b. those grounds arise by virtue of the fault of the relevant member,
    - c. and Parties agree that the Sponsor may continue to exercise those rights at any time after the termination or expiry of this Agreement, and after the relevant Party has left the Project.
- 5.8 Each Party's liability to the other in respects of this Agreement shall be limited to the greater of either the grant received as set out in Schedule A, or £1,000,000 in the aggregate.

## **6 ADDITION OF NEW PARTIES**

- 6.1 New parties may join the Project with the unanimous agreement of all Parties and the Sponsors, subject to Clause 6.2.
- 6.2 New parties shall be bound by the terms of this Agreement and such other conditions as the Project Lead may specify. New Commercial Parties may be required to pay a sum towards the cost of the Project, the level of which will be determined by the Project Lead. Factors determining such sum may include (without limitation) the future contribution of the new party and the benefit accruing to the new party on joining the Project.

## **7 WITHDRAWALS**

- 7.1 Any Party (the “Withdrawing Party”) may withdraw from the Project with the unanimous consent of the other Parties and the Sponsors and subject to such conditions as the other Parties and the Sponsors may unanimously decide.
- 7.2 In the event of withdrawal of a Party the Project Lead will make all reasonable attempts to reallocate the obligations of the Withdrawing Party under this Agreement either within the remaining Parties or to a third party acceptable to the remaining Parties and the Sponsors provided that such third party agrees to be bound by the terms of this Agreement.
- 7.3 The Withdrawing Party shall not be entitled to recover any of its costs incurred in connection with the Project and shall comply with all conditions imposed pursuant to Clause 7.1 which shall include (without limitation);
- 7.3.1 rights granted to the other Parties in respect of the Withdrawing Party’s Background IPR shall continue for the duration of the Project subject to the restrictions contained in this Agreement;
- 7.3.2 to the extent that exploitation of any other Party’s Resulting IPR is dependent on the Withdrawing Party’s Background IPR, then the Withdrawing Party shall, subject to any existing third party obligations, grant to the other Parties a non-exclusive licence to such Background IPR on fair and reasonable terms to be agreed;
- 7.3.3 the Withdrawing Party shall grant to the other Parties a non-exclusive, royalty-free licence to use the Withdrawing Party’s Resulting IPR for the purposes of carrying out the Project. For the avoidance of doubt any exploitation of such Withdrawing Parties Resulting IPR will be dealt with in accordance with clause 10;
- 7.3.4 all rights acquired by the Withdrawing Party to the Background and Resulting IPR of the other Parties shall cease immediately other than in respect of the Withdrawing Party’s interest in any jointly owned IPR.

## **8 FINANCIAL MANAGEMENT**

- 8.1 The financial arrangements for the Project shall be overseen by the Project Lead and shall be as set out in Schedule A.
- 8.2 Any Party receiving funds from a Sponsor which are due to another Party under the terms of this Agreement shall notify that Party of the receipt of said funds as soon as possible and in any event within 30 days of receipt of said funds. The recipient Party shall invoice the paying Party who shall then as soon as possible and in any event within 60 days of receipt of the invoice transfer such funds to the recipient Party.
- 8.3 Each Party shall provide the Project Manager with statements of project spend against the headings as agreed in the MOU. The Project Manager will prepare and submit to the Project Lead an up to date financial status report of the project.
- 8.4 The Party employing the Project Lead shall procure that the Project Lead shall permit an independent chartered or certified public accountant appointed by any Party, at the inspecting Party’s expense to examine all books and records of the Project Lead relating to this Agreement provided: -
- 8.4.1 reasonable prior written notice is given to the Project Lead;

- 8.4.2 access is only required during normal working hours; and
- 8.4.3 the inspecting Party and the auditor shall keep and shall use all reasonable endeavours to procure that any representatives of it shall keep confidential any information that it may acquire in the exercise of its rights under this Clause.

## **9 IPR OWNERSHIP**

- 9.1 Each Party shall promptly disclose in confidence to the other Parties all Resulting IPR during the term of this Agreement and all Parties shall co-operate, where required, in relation to the preparation and prosecution of patent applications and any other Resulting IPR applications, and in relation to any legal proceedings concerning such patents and patent applications and any other Resulting IPR applications.
- 9.2 Each Party shall own the Resulting IPR generated by it under the Project and shall be responsible for securing ownership of such Resulting IPR from its employees, students and other agents.
- 9.3 Subject to clause 7.3, nothing contained in this Agreement or any licence agreement pertaining to this Project shall affect the absolute and unfettered rights of each Party in all inventions, discoveries and intellectual property contained in its Background IPR and the provisions of clause 13 shall apply to all such Background IPR.
- 9.4 Unless agreed otherwise, each Party shall undertake and continue at its expense the timely prosecution and maintenance of all Resulting IPR which is solely owned by that Party. In the event that the owner of the IPR is unable or unwilling to comply with its obligation under this Clause, the Project Lead shall consider how best to deal with such Resulting IPR and shall have the option to require an assignment of such Resulting IPR to another Party to enable prosecution and maintenance of such Resulting IPR by that other Party at its own cost. In the event that any Party wishes to exploit commercially any Resulting IPR assigned pursuant to this Clause 9.4 that Party shall pay to the assigning Party a royalty and/or other appropriate form of remuneration which is fair and reasonable taking into consideration the factors set out under Clause 10.2.
- 9.5 In the event that any of the Parties are jointly responsible for generating Resulting IPR such Resulting IPR shall be jointly owned by such Parties in accordance with the inventive contribution made by each Party to such Resulting IPR.
- 9.6 Joint owners of Resulting IPR shall agree between them on who shall be responsible for the timely prosecution and maintenance of all such Resulting IPR and the Party that is nominated to be so responsible shall be entitled to charge the other joint owners with a percentage of the costs of so doing as agreed between the joint owners. In the absence of any agreement to the contrary between joint owners the costs shall be equally shared.

## **10 USE OF IPR**

- 10.1 Each Party grants to the other Parties (and their respective Affiliates) a non-exclusive, royalty-free licence to:
  - 10.1.1 use its Resulting IPR for their own internal research and development purposes but not for the purposes of commercial exploitation; and

- 10.1.2 subject to any existing third party obligations, use its Background IPR for the purpose of undertaking the Project and to enable the use of the Resulting IPR pursuant to Clause 10.1.1 but not for the purposes of commercial exploitation.
- 10.2 In the event that any Party wishes to exploit commercially Resulting IPR owned by another Party, the owner of the Resulting IPR shall grant to such Party a non-exclusive licence to use such Resulting IPR for that purpose, subject to the agreement of appropriate terms in relation thereto, including a royalty and/or other appropriate form of remuneration which is fair and reasonable taking into consideration the respective financial and technical contributions of the Parties concerned to the development of the Resulting IPR, the expenses incurred in securing intellectual property protection thereof and the costs of its commercial exploitation and any use of Background IPR.
- 10.3 Should any of the Parties wish to exploit its own Resulting IPR with a third party during the duration of the Project, that Party must notify the other Parties before approaching said third party, always provided that the disclosure of information required for such exploitation is subject to the obligations of confidentiality at least equivalent to those under Clause 13.
- 10.4 Each Party agrees (where it is free and reasonably able to do so) to license on fair and reasonable terms its Resulting IPR and Background IPR that may be required to enable any other Party to exploit its own Resulting IPR, always subject to the obligations of confidentiality under Clause 13.
- 10.5 With regard to joint inventions, the Parties owning such inventions agree to co-operate fully in the protection of such joint inventions and each Party shall be entitled to make use of such joint inventions subject only to negotiating a licence in good faith from the other Party for its interest in such joint inventions on similar terms to those set out in clause 10.2.

## **11 PUBLICATION AND ANNOUNCEMENTS**

- 11.1 Subject to the provisions of Clauses 10 and 13 no Party shall disclose or publish information or Resulting IPR for the duration of the Project and for 3 (three) years thereafter without the consent of all the other Parties, such consent, subject to Clause 11.2, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, any academic Parties shall be permitted to publish the Results of the Project which they have undertaken in accordance with normal academic practice, subject always to the provisions of Clauses 10 and 13, and providing such disclosure does not jeopardise any application for Resulting IPR protection by any Party or the successful exploitation of Resulting IPR. Request for such consent must be submitted together with the material proposed for publication to the Project Lead. If any Party can reasonably demonstrate that such a disclosure contains material that would prejudice the value of any Background IPR and/or Resulting IPR, that Party shall inform the Project Manager in writing within 28 days of that Party receiving a copy of the proposed publication and in that event the disclosure shall be amended so as to meet the objections of that Party.
- 11.2 Subject to the provisions of Clause 10 where in the opinion of the Project Lead a proposed publication contains patentable or commercially sensitive subject matter which needs protection then the Party proposing to publish may be requested to refrain from doing so for a maximum of eighteen 18 months in order to allow for application for patent protection in the name and at the cost of the relevant owner of the Resulting IPR. The provisions of Clause 10 shall apply in respect of any licence to such Resulting IPR.
- 11.3 Nothing contained in this Agreement shall prevent the submission of a thesis to examiners in accordance with the normal regulations of any academic Parties subject where appropriate to such examiners being bound by conditions of confidentiality in no less terms than those

outlined in Clause 13, nor to the placing of such thesis in the library of the appropriate Research Party provided that access to such thesis shall only be available on conditions of confidentiality no less onerous than those contained in Clause 13 hereof.

## **12 TERMINATION**

- 12.1 In addition to the remedies contained in Clause 7 (Withdrawals); in the event that any Party shall commit any breach of or default in any terms or conditions of this Agreement, the Project Lead may serve written notice of such breach or default on the defaulting Party and in the event that such Party fails to remedy such default or breach within thirty (30) days after receipt of such written notice any of the Parties may, at their option and in addition to any other remedies which they may have at law or equity, remove the defaulting Party and continue with the Agreement or terminate this Agreement by sending notice of termination in writing to the other Parties to such effect. Any removal of the defaulting Party shall be effective as of the date of the receipt of such notice whereupon the provisions of Clause 7.3 shall apply to the defaulting Party.
- 12.2 If any Party (a) materially breaches any provisions of this Agreement; or (b) passes a resolution for its winding-up; or if (c) a court of competent jurisdiction makes an order for that Party's winding-up or dissolution; or makes an administration order in relation to that Party; or if any Party (e) appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Party; or (f) makes an arrangement or composition with its creditors generally; or (g) makes an application to a court of competent jurisdiction for protection from its creditors generally; the Project Lead may suspend or terminate that Party's involvement in the Project Steering Group and the Project. Any removal of the defaulting Party shall be effective as of the date of the receipt of such notice whereupon the provisions of Clause 7.3 shall apply to the defaulting Party.
- 12.3 In the event that it is agreed by all the Parties that there is no longer valid reasons for continuing with the Project the Project Lead may decide to terminate this Agreement by sending notice of termination in writing to all the Parties to that effect.

## **13 CONFIDENTIALITY**

- 13.1 For the purpose of this clause "Confidential Information" shall mean all information of a commercially sensitive nature including (but not limited to) specifications, drawings, circuit diagrams, tapes, discs and other computer readable media, documents, techniques and know-how which are disclosed by one Party to the other for use in or in connection with the Project.
- 13.2 The Parties hereto agree to use all reasonable endeavours to ensure that any Confidential Information disclosed or submitted in writing or any other tangible form to one Party ("Receiving Party") by the other ("Disclosing Party") shall be treated with the same care and discretion to avoid disclosure as the Receiving Party uses with its own similar information which it does not wish to disclose. Any information disclosed orally that is identified by the Disclosing Party as Confidential Information shall be treated the same as if it had been reduced to writing at the time of disclosure to the Receiving Party.
- 13.3 The Receiving Party shall not, during a period of seven (7) years after the termination of this Agreement, use any such Confidential Information for any purpose other than the carrying out of its obligations under this Agreement or other than in accordance with the terms of this Agreement.
- 13.4 The undertaking in Clause 13.3 above shall not apply to Confidential Information:

- 13.4.1 which, at the time of disclosure, has already been published or is otherwise in the public domain other than through breach of the terms of this Agreement;
  - 13.4.2 which, after disclosure to the Parties, is subsequently published or comes into the public domain by means other than an action or omission on the part of any of the Parties;
  - 13.4.3 which a Party can demonstrate was known to him or subsequently independently developed by him and not acquired as a result of participation in the Project, nor using, derived from, referring to or in any way relates to the Confidential Information;
  - 13.4.4 lawfully acquired from third parties who had a right to disclose it with no obligations of confidentiality to any of the Parties; or
  - 13.4.5 is required to be disclosed by applicable law or court order or by any Party's regulatory body, which is empowered by Statute or Statutory Instrument, but only to the extent of such disclosure and the Receiving Party shall notify the Disclosing Party promptly of any such request.
- 13.5 A Party breaching the obligation of confidentiality may be required by the other Parties to withdraw from the Project and will be subject to the conditions of Clauses 7 and 12 above.
- 13.6 Staff and students and any agents, consultants or sub-contractors engaged to work on the Project will be subject to the principles of confidentiality outlined in this Clause 13.

## **14 DISCLAIMER**

- 14.1 Each Party undertakes to use reasonable endeavours to ensure that its work on the Project is carried out in accordance with accepted professional and scientific principles and standards but makes no representation or warranty that any Resulting IPR will be fit for any particular purpose, and accepts no responsibility for any use which may be made of any Resulting IPR, materials, information, apparatus, method or process arising from its work or otherwise supplied to or to which a Party gains access.
- 14.2 It is therefore agreed that any Party utilising such Resulting IPR, materials, information, apparatus, method or process is fully responsible and liable for any subsequent loss, costs, claims and demands arising from that use, unless such loss, costs, claims and demands arise out of the default or negligence on the part of the supplying Party.

## **15 FORCE MAJEURE**

- 15.1 Except for payment of money due, a Party shall not be liable for failure to perform its obligations under this Agreement, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party.
- 15.2 If a Party affected by such an occurrence causes a delay of three months or more, and if such delay may reasonably be anticipated to continue, then the Parties shall, in consultation with the Sponsors discuss whether continuation of the Project is viable, or whether the Project and this Agreement should be terminated.

## **16 NON-ASSIGNMENT**

This Agreement or any of the rights or obligations hereunder may not be assigned or otherwise transferred or sub-contracted by any Party other than to their respective Affiliates, in whole or in part, without the express prior written consent of the Project Lead and the Sponsors.

## **17 CONTINUING OBLIGATIONS**

The provisions of Clauses 9 (IPR Ownership), 10, (Use of IPR) 11, (Publication and Announcements), 12 (Termination), 13 (Confidentiality), 14 (Disclaimer), 18 (Governing Law), and 20 (Dispute Resolution) shall survive termination of this Agreement.

## **18 GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with English Law and each Party agrees (subject to Clauses 9.1 and 20) to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising under this Agreement.

## **19 NO PARTNERSHIP**

Nothing in this Agreement shall create or be deemed to create a partnership (within the meaning of the Partnership Act 1890) or to have created the relationship of principal and agent, a membership or any other legal entity between the Parties other than as specifically set out herein.

## **20 DISPUTE RESOLUTION**

20.1 The Parties shall use good faith efforts to resolve any dispute, claim or proceeding arising out of or relating to this Agreement via the Project Lead. In the event that any disputes can not be resolved at this level then the senior executives of the relevant Parties who have authority to settle the same shall use good faith efforts to resolve the same. If the matter is not resolved through negotiation, it shall be settled as agreed by the Project Lead either by:

20.1.1 mediation in accordance with the Centre for Dispute Resolution ("CEDR") Model Mediation Procedure (the "Model Procedure"). To initiate a mediation a Party must give notice in writing to the other Parties to the dispute requesting a mediation pursuant to the Model Procedure. A copy of the request shall also be sent to CEDR. The mediation shall be before a single, jointly agreed upon, mediator.

20.1.2 reference to the jurisdiction of the Courts in England. In this event, each of the Parties shall have the right to take proceedings in any other jurisdiction for the purposes of enforcing a judgement or order obtained from the Courts in England.

20.2 If the Project Lead is unable to select a mutually agreeable mediator or can not agree on the forum in which any dispute is to be held within 60 days of a dispute being notified to the Project Lead, then the provisions of Clause 20.1.2 shall apply.

## **21 ENTIRE AGREEMENT**

This Agreement and its Schedules, which are incorporated into and form part of this Agreement, constitutes the entire Agreement between the Parties with regard to the Project. Any variation to this

Agreement shall be in writing and signed by authorised signatories for all Parties. Material changes may not be implemented without the prior agreement of the Sponsors.

## 22 NOTICES

Any notice to be given under this Agreement shall be sent by email and confirmed by registered mail to the following addresses:

- (1) **LBBB**  
for the Attention of **Neil Pearce**, [Neil.pearce@lbbd.gov.uk](mailto:Neil.pearce@lbbd.gov.uk)
- (2) **Bristol City Council**  
for the Attention of **Gillian Durden**, [Gillian.durden@bristol.gov.uk](mailto:Gillian.durden@bristol.gov.uk)
- (3) **London Borough of Ealing**  
for the Attention of **Tania Jennings**, [Jenningsta@ealing.gov.uk](mailto:Jenningsta@ealing.gov.uk)
- (4) **London Borough of Enfield**  
for the Attention of **Amanda Grosse**, [amanda.grosse@enfield.gov.uk](mailto:amanda.grosse@enfield.gov.uk)
- (5) **Great Places Housing Association**  
for the Attention of **Sarah Clenshaw**, [Sarah.clenshaw@greatplaces.org.uk](mailto:Sarah.clenshaw@greatplaces.org.uk)
- (6) **London Borough of Hammersmith & Fulham**  
for the Attention of **Tony Embling**, [Tony.embling@lbhf.gov.uk](mailto:Tony.embling@lbhf.gov.uk)
- (7) **London Borough of Haringey**  
for the Attention of **Gillian Cox**, [Gillian.cox@haringey.gov.uk](mailto:Gillian.cox@haringey.gov.uk)
- (8) **London Borough of Lambeth**  
for the Attention of **Andy Marshall**, [AMarshall2@lambeth.gov.uk](mailto:AMarshall2@lambeth.gov.uk)
- (9) **ESUK**  
for the Attention of **Emily Braham**, [emily.braham@energiesprong.uk](mailto:emily.braham@energiesprong.uk)
- (10) **T&T**  
for the Attention of **Richard McWilliams**, [Richard.McWilliams@turntown.co.uk](mailto:Richard.McWilliams@turntown.co.uk)

## 23 MISCELLANEOUS

- 23.1 No Party or Parties shall hold another liable for any damages, dispute or injury arising during the undertaking of the Project unless caused by the negligence of an employee, student or agent of that Party or Parties. Neither shall any Party be liable to another for indirect or consequential loss or damage arising from their use of the results of the Project.

- 23.2 If any part or any provision of this Agreement shall to any extent prove invalid or unenforceable in law, including the laws of the European Union, the remainder of such provision and all other provisions of this Agreement shall remain valid and enforceable to the fullest extent permissible by law, and such provision shall be deemed to be omitted from this Agreement to the extent of such invalidity or unenforceability. The remainder of this Agreement shall continue in full force and effect and the Parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid, legal and enforceable provision which has an effect as close as possible to the provision or terms being replaced.
- 23.3 No failure to exercise or delay in the exercise of any right or remedy which any Party may have under this Agreement or in connection with this Agreement shall operate as a waiver thereof, and nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or of any other such right or remedy.
- 23.4 This Agreement including its Schedules supersedes all other agreements and understandings, whether written or oral, between the Parties about the Project and constitutes the entire agreement between the Parties regarding the Project.
- 23.5 Except as otherwise expressly provided for herein, the Parties confirm that nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement for the purposes of Contracts (Rights of Third Parties) Act 1999.
- 23.6 This Agreement is not intended to establish, and shall not be construed by either Party in the future as having established, any form of business partnership between themselves. Moreover, neither Party shall use the other's name, crest, logo or registered image for any purpose without the express permission of the other Party.

EXECUTED by the Parties

SIGNED BY: .....

For and on behalf of [LBBB](#)

Name: .....

Position: .....

SIGNED BY: .....

For and on behalf of [Bristol City Council](#)

Name: .....

Position: .....

SIGNED BY: .....

For and on behalf of [London Borough of Ealing](#)

Name: .....

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For and on behalf of [London Borough of Enfield](#)

Name: .....

Position: .....

SIGNED BY: .....

For and on behalf of [Great Places Housing Association](#)

Name: .....

Position: .....

SIGNED BY: .....

For and on behalf of [London Borough of Hammersmith & Fulham](#)

Name: .....

Position: .....

SIGNED BY: .....

For and on behalf of [London Borough of Haringey](#)

Name: .....

Position: .....

SIGNED BY: .....

For and on behalf of [Lambeth](#)

Name: .....

Position: .....

SIGNED BY: .....

For and on behalf of [ESUK](#)

Name: .....

Position: .....

SIGNED BY: .....

For and on behalf of T&T

Name: .....

Position: .....

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## Schedule A

### 1. Budget

Party	Grant	Match	Total
LB Barking & Dagenham	£ 1,185,816	£ 2,134,180	£ 3,319,996
Bristol City Council	£ 1,290,696	£ 2,330,996	£ 3,621,692
Great Places	£ 1,934,401	£ 3,395,291	£ 5,329,692
LB Ealing	£ 1,170,494	£ 2,111,198	£ 3,281,692
LB Enfield	£ 1,170,494	£ 2,111,198	£ 3,281,692
LB Hammersmith & Fulham	£ 900,040	£ 1,616,652	£ 2,516,692
LB Haringey	£ 1,621,252	£ 2,935,440	£ 4,556,692
LB Lambeth	£ 1,290,696	£ 2,330,996	£ 3,621,692
T&T	£ 421,849	£ 632,773	£ 1,054,622
ESUK	£ 487,891	£ 325,261	£ 813,152
<b>Totals</b>	<b>£ 11,473,631</b>	<b>£ 19,923,983</b>	<b>£ 31,397,614</b>

### 2. Milestones

#### Part A - Schedule

Milestone Schedule				
Milestone Number	Milestone Name & Description of Outputs	Date	Grant Amount	Evidence of achievement to be provided
MS0	Collaboration Agreed	Back to back with LBBD receipt of grant subject to LBBD finance process timescales	See Part B	Collaboration Agreement signed
MS1	SHDFD project kick off completed, supplier selection and preparation for design stage underway	31/03/21	See Part B	1) Input to BEIS Monthly reports 1-3 submitted to LBBD and RA-H 2) Innovation Partnership Participation Agreement signed 3) Project team in place 4) Tranche 1, Solution Provider selection underway 5) Tranche 2, Procurement preparation complete (Contract Data, Client Brief and Specific Requirements and Site Information finalised) 6) WP3 written confirmation of surveys collected and resident engagement underway 7) WP5 list of properties selected and written confirmation of monitoring underway
MS2	Design stage underway	30/06/21	See Part B	1) Input to monthly reports 4-6 submitted to LBBD and RA-H 2) Provision of executed Innovation Partnership Contracts
MS3	Design stage complete	30/09/21	See Part B	1) Input to monthly reports 7-9 submitted to LBBD and RA-H 2) Provision of summary of Solution Provider design to LBBD and RA-H 3) Provision of report summarising Innovation Partnership Stage 1 (design ) end of stage evaluation and outcome to LBBD/RA-H 4) Provision of either confirmation of Notice to Proceed to Stage 2, or a notice (Further Tranche Notice) offering Stage 2 to the Innovation Partnership Panel
MS4	Rolling works complete, Stage 2 homes retrofitted	31/12/21	See Part B	1) Input to monthly reports 10-12 submitted to LBBD/BEIS 2) All stage 2 homes retrofitted - evidence of completion/inspection reports 3) Provision of Solution Provider end of stage evaluation documents to LBBD/RA-H 4) Provision of report summarising Innovation Partnership Stage 2 (Prototype) end of stage evaluation and outcome to LBBD/RA-H

## Part B – Grant Amount by Party

Party	Cap/Rev	MS0	MS1	MS2	MS3	MS4	Totals
LB Barking & Dagenham	Capital	£ 1,101,418	£ -	£ -	£ -	£ -	£ 1,101,418
	Revenue	£ 84,398	£ -	£ -	£ -	£ -	£ 84,398
Bristol City Council	Capital	£ -	£ 4,000	£ 6,000	£ 604,010	£ 604,010	£ 1,218,020
	Revenue	£ 15,361	£ 19,068	£ 19,068	£ 9,590	£ 9,590	£ 72,677
Great Places	Capital	£ -	£ 7,200	£ 6,000	£ 924,262	£ 924,262	£ 1,861,725
	Revenue	£ 15,361	£ 19,068	£ 19,068	£ 9,590	£ 9,590	£ 72,677
LB Ealing	Capital	£ -	£ 4,000	£ 6,000	£ 543,909	£ 543,909	£ 1,097,818
	Revenue	£ 15,361	£ 19,068	£ 19,068	£ 9,590	£ 9,590	£ 72,677
LB Enfield	Capital	£ -	£ 4,000	£ 6,000	£ 543,909	£ 543,909	£ 1,097,818
	Revenue	£ 15,361	£ 19,068	£ 19,068	£ 9,590	£ 9,590	£ 72,677
LB Hammersmith & Fulham	Capital	£ -	£ 4,000	£ 6,000	£ 408,682	£ 408,682	£ 827,363
	Revenue	£ 15,361	£ 19,068	£ 19,068	£ 9,590	£ 9,590	£ 72,677
LB Haringey	Capital	£ -	£ 4,000	£ 6,000	£ 769,287	£ 769,287	£ 1,548,575
	Revenue	£ 15,361	£ 19,068	£ 19,068	£ 9,590	£ 9,590	£ 72,677
LB Lambeth	Capital	£ -	£ 4,000	£ 6,000	£ 604,010	£ 604,010	£ 1,218,020
	Revenue	£ 15,361	£ 19,068	£ 19,068	£ 9,590	£ 9,590	£ 72,677
T&T	Rev	£ 421,849	£ -	£ -	£ -	£ -	£ 421,849
ESUK	Rev	£ 487,891	£ -	£ -	£ -	£ -	£ 487,891
<b>Totals</b>		<b>£ 2,203,085</b>	<b>£ 164,674</b>	<b>£ 175,474</b>	<b>£ 4,465,199</b>	<b>£ 4,465,199</b>	<b>£ 11,473,631</b>

**Schedule B – Not Used**

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**Schedule C – MOU**

Included as a separate document.

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