

COLLABORATION AGREEMENT

between

(1) THE GREATER LONDON AUTHORITY

and

(2) THE LONDON BOROUGH OF BARNET

and

(3) THE LONDON BOROUGH OF BRENT

and

(4) THE LONDON BOROUGH OF EALING

and

(5) THE LONDON BOROUGH OF HAMMERSMITH & FULHAM

and

(6) THE LONDON BOROUGH OF HARROW

between

- (1) **THE GREATER LONDON AUTHORITY** of City Hall, Kamal Churchie Way, London E16 1ZE (the “GLA”);
- (2) **THE LONDON BOROUGH OF BARNET** of 2 Bristol Avenue, London, NW9 4EW (“LB Barnet”);
- (3) **THE LONDON BOROUGH OF BRENT** of Brent Civic Centre, Engineers Way, Wembley, HA9 0FJ (“LB Brent”);
- (4) **THE LONDON BOROUGH OF EALING** of Perceval House, 14/16 Uxbridge Road, Ealing W5 2HL (“LB Ealing”);
- (5) **THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM** of Town Hall, King Street, Hammersmith, London W6 9JU (“LB H&F”); and
- (6) **THE LONDON BOROUGH OF HARROW** of Civic Centre, Station Rd, Harrow HA1 2XH (“LB Harrow”).

hereinafter referred to as the “Parties” and each of them being a “Party”

BACKGROUND

- (A) The Parties have agreed to work collaboratively on Local Area Energy Planning (LAEP) phase 2 for the West London subregion, in response to the climate emergency (“Project”).
- (B) Local Area Energy Planning is a seven-step process developed by Energy Systems Catapult which identifies the most cost-effective pathway to decarbonising a given region’s energy system (covering power, heat, and transport), and the built environment. The process, which is endorsed by Ofgem, informs development of investment proposals for energy infrastructure, and supports prioritisation of building retrofit programmes. It acts as an evidence base for planning policy and provides a framework for implementation and local-led action from a range of stakeholders to realise decarbonisation and sustainable growth objectives.
- (C) The Parties will work collectively to prepare and commission the second stage of an LAEP (Stages 4-7) for the West London subregion (made up of the Boroughs listed above (“the WL Boroughs”). This output, referred to as Phase 2, will serve as an evidence base designed to act as a catalyst for preparation of decarbonisation business cases commissioned individually or on a joint basis. In addition, to accelerate delivery of decarbonisation, there is an opportunity for boroughs to approve the development of a strategic outline business case (SOC) as part of this project.
- (D) The collaborative activity of the parties aims to be ambitious in taking a subregional approach to local area energy planning, delivering economies of scale in strategy development, stakeholder engagement and unlocking a common regional evidence base and net zero pathways. Through this project, the Parties intend to build upon learnings from work already undertaken in key growth areas in other parts of London related to energy planning.
- (E) The Parties have also agreed to provide grant funding as contribution to the costs of the collaborative activity and hereby confirm their intention to regulate their rights and obligations in accordance with the terms and conditions contained in this agreement (the “Agreement”).

TERMS AND CONDITIONS

It is hereby agreed as follows:

1. The GLA's Responsibilities

Subject always to each of the WL Boroughs complying fully with this Agreement the GLA shall be responsible for:

- Procuring third party services required to deliver the Project (the service provider being the "GLA Supplier");
- Overall project management for Phase 2:
 - Developing and implementing the project plan and establishing the timeline in consultation with Partnership members;
 - Overseeing procurement and tender evaluation process;
 - Managing and liaising with consultants (providing inputs such as data or technical feedback from Partnership members), convening meetings, quality assuring outputs, ensuring project remains on track;
 - Contract management: negotiating contract, paying invoices, managing Phase 2 budget, negotiating contract variations, acting as lead point of contact for the GLA Supplier;
 - Engaging with the WL Boroughs on Project deliverables at core partnership meeting;
- Overall project management for the SOC
 - To oversee high-level options developed by the consultant for an SOC
 - To seek consensus from boroughs to instruct the SOC development at the gateway meeting
 - To manage and liaise with consultants,
 - To not invoice the boroughs for SOC monies (£10k each), if boroughs collectively decide to not proceed with SOC development.
- Managing and storing data relevant to the project via the London datastore and existing data-sharing agreements;
- Leading on technical stakeholder engagement, through established relationships with energy infrastructure stakeholders such as UKPN, SSEN, Cadent, SGN, National Grid via Mayor of London's Infrastructure Group, and policy stakeholders within GLA and Ofgem;
- Joint sign off on key decisions and draft/final outputs alongside the WL Boroughs' core partnership team members;
- Leading on Monitoring and evaluation;
- Provide a dedicated member of staff to project manage the Project at least one day per week for project duration, and convene Core Partnership Team meetings;
- Provide access to internal GLA technical support in delivering the Project;
- Provide access to existing GLA data, data-sharing frameworks for London infrastructure, and other models developed within the wider GLA Group (where possible) relevant to energy planning;
- Secure senior-level engagement from technical stakeholders such as UKPN, SSEN, Cadent, SGN, and TfL via the London Infrastructure Group;
- Communicate and record risks and opportunities with the WL Boroughs to enable proactive management; and
- Collect best practice, share learnings with other London boroughs.
- Support consensus building and identifying ways of addressing blockers to project delivery.

2. WL Boroughs' Responsibilities

Each of the WL Boroughs shall:

- Provide representation for Core Partnership Team meetings (to be conducted in accordance with the Terms of Reference set out at Annex 1 to this Agreement);
- Respond to requests for input and for data from the other Parties within requested timescales, in so far as is practicable.
- Agree to the use of proxy or alternative data sources where data hasn't been made available in a timely way.
- Review and sign off on key decisions, including draft/final outputs.

- Liaise and convene borough officers from within individual boroughs for input into LAEP.
- Respond to requests for input from the GLA Supplier within requested timescales or agreed reasonable alternative timescales, recognising that for expedience where no response is provided the Project may progress with alternative data or without certain inputs.
- Ensuring Phase 2 outputs contribute effectively to future business cases.

3. The Parties' Joint Responsibilities

The Parties each recognise that a range of issues relating to energy, planning, and delivering infrastructure are of mutual interest and agree to abide by the following principles:

- Openness and collaboration: Communicating and working in a transparent, collaborative, and well-coordinated manner. Sharing relevant information and / or undertake actions in a timely fashion, as much as possible. Pursuing shared Project objectives.
- Consultation on matters of common interest: While respecting restrictions of sensitivity and confidentiality, and any legal prohibitions on the sharing of information, the Parties shall alert each other as soon as reasonably practicable to relevant significant developments within their areas of responsibility that may impact on the programmes or policies of the other.
- Joint accountability for successes and risks: Working jointly, wherever possible and appropriate, to share successes with equal profile given to each Party wherever appropriate. The Parties shall, as appropriate, share ownership of risks where a project or accountability is undertaken jointly.
- Confidentiality: Establish and maintain appropriate arrangements to manage confidential information obtained throughout the duration of the Project.

The Parties shall also observe the governance arrangements set out at Annex 2 to this Agreement.

4. Provision of Funding

The GLA's costs of procuring third party services to deliver the Project are four hundred and fifty thousand pounds sterling (£450,000.00) and the GLA hereby agrees to provide a sum of up to two hundred thousand pounds sterling (£200,000.00) to meeting those costs.

Each of the WL Boroughs hereby agrees to provide the GLA with grant funding of fifty thousand pounds sterling (£50,000.000). Together the WL Boroughs' aggregate contribution being two hundred and fifty thousand pounds sterling (£250,000.00).

The GLA use the above funding to meet the costs of procuring third party services to deliver the Project on the following basis:

Service required to complete:	Geographic area	Estimated Cost	Total	Estimated cost per WL borough
Subregional LAEP Phase 2 (Steps 4-7)	Geographies of WL Boroughs	£400,000.00		£40,000.00
Strategic Outline Case	Geographies of WL Boroughs	£50,000.00		£10,000.00

5. Payment Arrangements

Payments of WL Borough Funding to the GLA shall be made on or before:

- 31 Mar 2025 in respect of Subregional LAEP Phase 2 (Steps 4-7); and
- 31 May 2025 in respect of the Strategic Outline Case (assuming this is agreed to proceed).

to the following account:

Greater London Authority

Sort Code: 16-00-38

Account: 00780445

Name: Income Account

Quoting reference: WL LAEP phase 2

6. Variation

The Parties hereby agree that no variation to this Agreement shall be valid unless in writing and signed by authorised signatories for each Party.

7. Intellectual Property

- 7.1. In this Agreement, "Intellectual Property" shall mean intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trade marks, trade names and service marks, and applications for any of the above.
- 7.2. All Intellectual Property used in connection with the Project which has been generated prior to or outside the scope of the Project ("Background IP") shall remain the property of the Party contributing the same. The Parties agree that any improvements or modifications to a Party's Background IP arising from the Project which are not severable from that Background IP will be deemed to form part of that Party's Background IP and be owned by that Party. Each Party acknowledges and confirms that nothing contained in this Agreement shall give it any right, title or interest in or to the Background IP of the other Parties save as granted by this Agreement.
- 8.3 "Results" shall mean all information, know-how, results, inventions, software and other Intellectual Property arising in the course of the Project. Subject to clause 8.4, each Party shall own the Results generated by its employees, and/or agents arising from work on the Project.
- 7.3. Each Party grants the other, subject to the restrictions in Clause 10 a: (i) a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence for the duration of the Project to use its Background IP solely to enable the other Party to carry out its respective part of the Project, and (ii) a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence to use its Results for the purpose of the Project provided that the licensed Parties shall not gain nor claim any rights to such Results.
- 7.4. If a Party (the "Exercising Party") requires the use of Background IP of another Party (the "Other Party") in order to exercise its rights in the Results (whether solely or jointly owned) then, provided the Other Party is free to license the Background IP in question, the Other Party will not unreasonably refuse to grant or delay granting a licence to the Exercising Party so that the Exercising Party may use such Background IP for the purpose of exercising its rights in the Results.

8. Confidentiality

- 9.1 Subject to the remainder of this clause 9 and clause 10 below, the Parties each agree to keep confidential and not to publish or disclose in any way other than to those of its employees, directors, officers, advisors or representatives who have a need to know such information for the purposes of the Project:
- (i) any information (whether commercial, financial, technical or otherwise and however recorded, or preserved) which is expressly marked or designated as confidential (and/or which may be reasonably considered to be of a confidential nature) and

- which is disclosed directly by one Party to the other in connection with the Project; or
- (ii) any Background IP of another Party identified as confidential at the time of disclosure; or
- (iii) any Results of another Party; or
- (iv) Joint Results

(together the “**Confidential Information**”)

without the advance written consent of the Party owning or controlling such Confidential Information for a period of six (6) years from the conclusion of the Project.

9.2 The undertaking in 9.1 above shall not apply to information:

- 9.2.1 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;
- 9.2.2 which, after disclosure to a Party, is subsequently published or comes into the public domain by means other than an action or omission on the part of any Party;
- 9.2.3 which a Party can demonstrate was known to it or subsequently independently developed by it and not acquired as a result of participation in the Project;
- 9.2.4 lawfully acquired from a third party who did not obtain it from any Party hereto; and
- 9.2.5 is required to be disclosed to any regulatory authority or court of competent jurisdiction, or which is required to be disclosed pursuant to a request under the Freedom of information Act 2000 (FOIA) provided always that the Parties shall consult each other prior to making any disclosures requested under FOIA.

9. Publications and Publicity

No Party shall use the name or any trademark or logo of any other Party or the name of any of its/ members or staff in any press release or other publication (by any media) and in any event for product advertising, or any other commercial purpose, without the prior written consent of the Party(s) concerned.

10. Data Protection

11.1 The Parties shall ensure that at all times they comply with their obligations under this Agreement in such manner so as to comply with

- (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data;
- (b) Directive (EU) 2016/680 (the Law Enforcement Directive);
- (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018;
- (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and
- (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003.

(together the “Data Protection Legislation”),

including (without limitation) the maintenance of an appropriate registration with the Information Commissioner.

12 Applicable Laws

The Parties shall procure that in carrying out the Project, they will comply with all applicable laws, regulations and statutes, including (without limitation) those relating to modern slavery and anti-bribery.

13 No assignment

No Party will assign this Agreement without the prior written consent of the other Parties, such consent not to be unreasonably withheld, denied or delayed.

14 No Partnership

Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the Parties or the relationship between them of principal and agent.

15 Third Party Rights

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 the Contracts (Rights of Third Parties) Act 1999.

16 Waiver

16.1 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

16.2 No single or partial waiver of any right or remedy provided under this Agreement shall preclude or restrict the further exercise of that or any other right or remedy.

17 Severability

If any one or more clauses or sub-clauses of this Agreement would result in this Agreement being prohibited pursuant to any applicable law then it or they shall be deemed to be omitted. The Parties shall uphold the remainder of this Agreement, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the Parties.

18 Notices

The GLA's representative for the purpose of receiving notices shall until further notice be:

Iliana Koutsou, Principal Policy and Programme Officer

LB Barnet's representative for the purpose of receiving notices shall until further notice be:

Cara Elkins, Programme Manager Local Area Energy Planning and Heat Networks

LB Brent's representative for the purpose of receiving notices shall until further notice be:

Tom Welsh, Climate Emergency Strategy Manager

LB Ealing's representative for the purpose of receiving notices shall until further notice be:

Maria Yashchanka, Net Zero Carbon Manager

LB Hammersmith and Fulham's representative for the purpose of receiving notices shall until further notice be:

Tim Pryce, Clean Energy Lead

LB Harrow's representative for the purpose of receiving notices shall until further notice be:

19 Law

This Agreement shall be governed and construed in accordance with the laws of England and Wales and the Parties agree to the exclusive jurisdiction of the English.

20 Entire Agreement

This Agreement and its Schedules (which are incorporated into and made a part of this Agreement) constitute the entire agreement between the Parties for the Project and no statements or representations made by any Party have been relied upon by the other in entering into this Agreement.

21 Counterparts

This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by e-mailed portable document format file or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF this Agreement is executed as follows:

for and on behalf of the **GLA**

Signed:

Name:

Title:

Dated:

for and on behalf of the **London Borough of
Barnet**

Signed:



Name:

Chris Smith

Title:

Assistant Director – Estates and
Decarbonisation

Dated:

13 Jan 2025

for and on behalf of the **London Borough of
Brent**

Signed:



Name: Tom Welsh

Title: Climate Emergency Strategy
Manager

Dated: 17 January 2025

for and on behalf of the **London Borough of
Ealing**

Signed:



Name: Mark Thomlison

Title: Head of Climate and Sustainability

Dated: 17/01/2025

for and on behalf of the **London Borough of
Hammersmith and Fulham**

Signed:



Name: Tim Pryce

Title: Clean Energy Lead

Dated: 23/12/24

for and on behalf of the **London Borough of
Harrow**

Signed:



Name: Matthew Adams

Title: Assistant Director – Climate Change
& Natural Resources

Dated: 13/01/25

Annex 1: Terms of reference for Core Partnership Team

This Terms of Reference has been developed for the West London Subregional Local Area Energy Plan Core Partnership Team.

The MoU for this project sets out the detail of commitment from individual authorities for the project, however broadly, individual authorities in the Partnership will commit to:

- Providing representation from their authority on the Core Partnership Team.
- Contributing to development of the LAEP phase 2
- Taking responsibility for delivery of any actions and recommendations from LAEP phase 2 in their own area, including delivery of subsequent business cases, which will benefit from having the LAEP in place.
- Taking responsibility for delivery of any actions and recommendations from the strategic outline case (assuming this is taken forward)

Core Partnership Team	Responsible for: • Reviewing and agreeing Core Partnership Team ToR (this ToR) • Providing data required • Making timely decisions to ensure LAEP progresses in good time • Providing input to work of consultant as required, including reviewing project outputs • Providing insight on next steps following completion of the work • Convene political support for LAEP recommendations • Providing contacts for all relevant teams within each borough •
	Meeting frequency: Weekly/ fortnightly or as required (likely to be timed with project milestones and deliverables)

Annex 2: Governance

Core Partnership Team

The Core Partnership Team comprises the GLA, Barnet, Brent, Hammersmith & Fulham, Ealing and Harrow. It will work closely together to deliver the project on behalf of West London LAEP group member boroughs, in partnership with the appointed consultant and wider stakeholders.

The Core Partnership Team will have responsibility for:

- reviewing and signing off final outputs
- key decision making and identification of risks

The group will be chaired by the West London Alliance Lead. A Terms of Reference for this group has been established (see Annex 1).

It is likely that the GLA will update the LEDnet Directors once or twice over the course of the Project to give them sight of the Project, with support from the West London Alliance Lead.