

# **Energy Company Obligation (ECO) Delivery - Memorandum of Understanding**

Between EDF Energy and the Greater London Authority

*Working in partnership to invest in London's domestic energy efficiency and CO<sub>2</sub> reduction*

07 April 2014

---

## **1. Parties**

The Parties to this Memorandum of Understanding ("MOU") are:

(A) EDF Energy Customers plc of 40 Grosvenor Place, Victoria, London, SW1X 7EN, company number 02228297 ("EDF Energy" or "Energy Company")  
(B) Greater London Authority, City Hall, The Queen's Walk, London SE1 2AA ("the GLA")

## **2. Purpose**

This MOU relates to the delivery of the Mayor of London's climate change mitigation and energy objectives through a long-term partnership with energy suppliers. In the short to medium term, this relates primarily to maximising delivery of ECO funding in London.

Approximately 20 per cent of ECO-qualifying housing stock is located in London. This not only represents a significant challenge for ECO delivery, but also a considerable opportunity for collaborative working in order to meet shared domestic energy efficiency objectives between the Mayor and energy suppliers. This MOU sets out how the parties propose to work together to help maximise potential opportunities for the parties to work together in support of achieving each of the parties energy efficiency objectives, as described further in section 3 below (the 'Purpose').

## **3. Background**

### ***3.1 Delivering London's Energy Future: The Mayor of London's Strategy for Climate Change Mitigation and Energy***

The Mayor's Climate Change Mitigation and Energy Strategy has four primary objectives:

- To reduce London's CO<sub>2</sub> emissions to mitigate climate change
- To maximise economic opportunities from the transition to a low carbon capital
- To ensure a secure and reliable and low carbon energy supply for London
- To meet, and where possible exceed, national climate change and energy objectives

The Mayor's strategy sets the target to achieve 60 per cent emissions reductions on 1990 levels by 2025 and at least 80 per cent by 2050. London's buildings are responsible for nearly 80 per cent of London's CO<sub>2</sub> emissions. With 80 per cent of the region's existing buildings expected to still be standing in 2050, retrofitting these buildings is a priority.

Roughly half of London's building emissions come from homes. It is therefore critical that London's residents are encouraged and empowered to:

- cost-effectively retrofit their homes with energy efficiency measures,
- better manage their energy use and
- access a supply of low carbon energy.

### ***3.2 The Energy Act 2011: Green Deal, ECO and smart metering***

The Energy Act 2011 includes provisions for the new Green Deal, which intends to reduce carbon emissions and energy costs by financing the installation of energy efficiency measures through a ‘pay as you save’ financial mechanism.

A new Energy Company Obligation (ECO) has also been implemented through the Energy Act 2011. ECO integrates with the Green Deal and can cover up to 100 per cent of the costs of energy efficiency measures in specific housing and householder groups. ECO carbon and fuel saving targets have been apportioned to the UK’s largest energy suppliers based on the supplier’s customer share. These targets must be met by March 2015.

Measures that qualify for ECO funding could include insulation, district heating and, in fuel poor homes, district heating and micro-generation.

The Energy Act 2011 also includes provisions to support the Government’s vision for every home in Great Britain to have a smart meter by 2019. All ECO-obligated energy suppliers are currently engaged in the Foundation Phase of smart meter roll-out.

Large scale programmes that support installation of ECO-funded measures and smart metering are necessary to help support delivery of the Mayor’s climate change mitigation and energy strategy.

### ***3.3 Mayor of London: Commitment and programmes***

The Mayor is committed to helping reduce the costs and remove the barriers to delivering energy efficiency measures in London. The GLA’s RE:NEW programme is a model mechanism for facilitating delivery of energy company funding for domestic retrofit. The programme provides a London-wide framework that reduces procurement timeframes and provides strategic resources and procurement support for boroughs and landlords to catalyse retrofit works at scale in their stock. To date, over 94,000 homes have been retrofit through RE:NEW. However London has still not seen the levels of retrofit which are needed to meet climate change mitigation targets or even to match its share of the UK housing stock.

To support continued delivery of RE:NEW and increase uptake of available domestic retrofit funding, the Mayor is:

- providing a RE:NEW Support Team that will help boroughs and social landlords to efficiently procure retrofit delivery at scale
- managing a pipeline of energy efficiency retrofit work; he has already identified opportunities that could in total provide nearly 80,000 tonnes of carbon savings
- engaging with local, national and EU organisations, such as the London Energy Efficiency Fund, to maximise available funding sources for domestic retrofit
- redoubling his efforts to work with London’s local authorities to tackle barriers such as planning and parking that inhibit efficiency in retrofit delivery at scale.

## **4. Agreement to work together**

**4.1** The Mayor aims to work in collaboration with energy suppliers to help ensure London is competitive in securing investment from them to meet climate change mitigation and energy objectives.

This document sets out a mutual understanding between EDF Energy and the Mayor who each agree to discuss ways in which the parties may be able to work together to help identify ways in which energy efficiency measures, financed under ECO or as part of other supplier targets and programmes, could be

installed in London homes at a scale that meets or exceeds the region's proportion of fundable opportunities and retrofit needs.

## 5. Roles

### 5.1 EDF Energy

#### 5.1.1 EDF Energy agrees to work with the GLA to:

- A. Develop a plan to explore potential opportunities to consider how EDF ENERGY may be able to support the Mayor in the delivery of his climate change and energy objectives for London's homes, which may include considering the viability of:
  - (1) ECO investment or carbon and bill savings under ECO in London
  - (2) possible routes for EDF Energy to support the RE:NEW Support Team
  - (3) working with the Mayor to identify ways which EDF Energy may be able to assist the in relation to the monitoring of energy use, carbon and/or energy performance of London's housing stock
  - (4) how EDF Energy might be able to help support the growth of London's low carbon economy and energy efficiency supply chain, especially SMEs (*Optional and strongly encouraged*)
  - (5) how EDF Energy might be able to help facilitate behaviour change in domestic energy use (*Optional and strongly encouraged*)
  - (6) sharing information with the Mayor on the level of carbon reduction achieved by EDF Energy under the ECO scheme by EDF Energy in the London area (subject to any restrictions on EDF Energy sharing such information and conditional on the GLA agreeing to a confidentiality agreement with EDF Energy in respect of any information being shared).
- B. Meet quarterly with the GLA, to
  - (1) discuss the areas set out in (A) above;
  - (2) consider the availability and competitiveness of ECO projects in London; and
  - (3) identify on-going retrofit delivery and investment challenges, discuss possible resolutions that the Energy Company and/or the Mayor could take and, where appropriate, agree actions to overcome those challenges
- C. Discuss how EDF Energy may be able to support the future delivery of RE:NEW. In support of this aim, EDF Energy agrees to identify a designated point of contact for the GLA to share new projects identified through the RE:NEW pipeline which it believes EDF Energy might be able to support.

5.1.2 The GLA acknowledges that EDF Energy's decisions and activity will be determined by the value it represents to EDF Energy's customers, who ultimately bear the costs of the ECO programme. Therefore, when considering any initiatives proposed to it by the GLA, EDF Energy will need to be satisfied that the initiative represents good value for money in the context of all other opportunities available to EDF Energy which it may be able to take advantage of in support of achieving its ECO targets.

## **5.2 Greater London Authority**

The Greater London Authority Act 2007 gives the Mayor of London a statutory duty in tackling climate change. Delivering wide-scale domestic energy efficiency installations is essential in order to achieve the Mayor's carbon reduction targets.

To work towards achieving the Mayor's objectives in relation to domestic energy efficiency and supply, this document commits the GLA to:

- A. Monitor and review ECO funding and carbon reduction scores delivered by energy companies in London and the rest of the UK in order to assess the competitiveness of London domestic home retrofit projects and, where appropriate, implement policy and programme changes to improve this competitiveness**
- B. Proactively work with London's ECO delivery stakeholders to**
  - (1) reduce barriers to delivering energy efficiency measures in London by providing tools and holding workshops to identify real barriers and solutions, focusing especially on planning;**
  - (2) work with London's boroughs and landlords to establish a pipeline of potential energy efficiency retrofit projects;**
  - (3) where appropriate, work with National stakeholders to lobby for policy or regulatory changes to address London challenges; and**
  - (4) host procurement workshops with energy suppliers, delivery agents, boroughs and landlords, either with a single partnering energy supplier or on specific subjects relating to ECO and Green Deal procurement.**
- C. Meet quarterly with EDF Energy, to**
  - (1) discuss the areas set out in (A) above;**
  - (2) consider the availability and competitiveness of ECO projects in London; and**
  - (3) identify on-going retrofit delivery and investment challenges, discuss possible solutions that the Energy Company and/or the Mayor could take and, where appropriate, agree actions to overcome those challenges.**
- D. Promote and deliver future RE:NEW activity to ensure London has a constant pipeline of fundable projects and is competitive in securing Green Deal and ECO funding by, for example, reducing procurement timeframes, consolidating stakeholder buy-in, increasing customer uptake and identifying innovative funding options.**

## **6. Governance**

- The GLA and EDF Energy will meet quarterly, to review progress on the objectives set out in this MOU

## **7. Signature and Non Binding Nature of MOU**

7.1 The Parties agree that this Memorandum of Understanding is not intended to create legally binding obligations, but recognise that it is designed to outline the ways in which the Parties wish to work together in good faith to negotiate and, if possible, agree the procurement and contractual arrangements relating to the Purpose.

7.2 Without prejudice to the non binding nature of the obligations, the Parties agree that this Memorandum of Understanding, its interpretation and any non-contractual obligations arising from or under it shall be governed by English Law, and the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Memorandum of Understanding.

7.3 Signature of this MOU indicates the desire of the Energy Company and GLA to work together to consider how each Party may be able to support the other in relation to the future delivery of RE:NEW, the Mayor's climate change mitigation and energy objectives, and EDF Energy's carbon reduction and energy efficiency objectives, as expressed above. On behalf of EDF Energy

Signature ..... *Robin Melvin* .....  
Printed name ..... ROBIN MELVIN .....  
Date ..... 7/4/14 .....  
Position ..... HEAD OF LOW CARBON DESIGN .....  
Company ..... EDF ENERGY / .....

On behalf of the Greater London Authority

Signature ..... *David Lunts* .....  
Printed name ..... DAVID LUNTS .....  
Date ..... 20.05.14 .....  
Position ..... EXECUTIVE DIRECTOR - HOUSING & LAND .....

For more information please contact:

Larissa Bulla  
Principal Policy and Programme Officer  
Tel: 020 7983 4308  
Email: larissa.bulla@london.gov.uk

Rachael Hickman  
RE:NEW Programme Manager for the GLA  
Tel: 020 7983 6570  
Email: rachael.hickman@london.gov.uk





# Non Disclosure Agreement

Relating to the delivery of the Mayor of London's climate change mitigation and energy objectives and discussions about the possibility of the parties working together to support this.

**EDF Energy Customers plc**

and

**The Greater London Authority**

Save today. Save tomorrow.





## **CONTENTS**

1. DEFINITIONS	3
2. CONFIDENTIALITY	5
3. EXCEPTIONS	6
4. INTELLECTUAL PROPERTY	6
5. PUBLICATION	6
6. DATA PROTECTION	6
7. REPRESENTATIONS	7
8. INDEMNITY & ENFORCEMENT	7
9. GENERAL	7



THIS AGREEMENT is made on the

day of

2014

**BETWEEN:**

- (1) EDF Energy Customers plc registered in England with company number 02228297 whose registered office is at 40 Grosvenor Place, Victoria, London SW1X 7EN ("EDF Energy"); and
- (2) The Greater London Authority whose principal place of business is at City Hall, The Queen's Walk, London SE1 2AA ("Counterparty").

**WHEREAS:**

- (A) EDF Energy wishes to enter into discussions, correspondence and negotiations with the Counterparty with a view to considering opportunities which might be available for the parties to work together in support of the delivery of the Mayor of London's climate change mitigation and energy objectives (the "Discussions"). As a consequence thereof, Information (as defined in Clause 1.1) may be disclosed by one Party to the other Party.
- (B) In accordance with the confidentiality obligations referred to in this Agreement and for the protection of its own Information, each Party has agreed to observe each of the following terms in respect of the other Party's Information.

**IT IS AGREED:**

**1. DEFINITIONS**

1.1 For the purposes of this Agreement words and expressions shall have the following meanings assigned to them:

(a) Authorised Purpose	means all purposes that are necessary for the proper performance and conclusion of the Discussions;
(b) Disclosing Party	means the Party disclosing its Information (whether such disclosure is made by such Party or by any director, officer, employee, adviser, agent or other third party on behalf of such Party);
(c) Group Company	means a company or corporation which is: (i) the ultimate Holding Company of a legal person; (ii) a Subsidiary of a legal person; or (iii) a Subsidiary of the ultimate Holding Company of a legal person.  For the purposes of this definition the terms "Holding Company" and "Subsidiary" shall have the meanings assigned to them by Section 1159 of the Companies Act 2006;
(d) Information	means all information or data (whether provided orally, visually, in writing, or in any other medium or by any other method) relating to the Disclosing Party, (and where the Disclosing Party is EDF Energy any Relevant Person) and/or the Discussions, which has been or is directly or indirectly disclosed to or made available to Receiving Party as a result of or for the purposes of Discussions whether before or subsequent to the signing of this Agreement. The "Information" shall include but is not exclusive to: (i) information contained in and/or ascertainable from contracts,



samples, letters, papers, drawings, manuals, market research reports and other technical and/or test reports;

- (ii) marketing, financing and legal information;
- (iii) all information relating to the Disclosing Party's (and where the Disclosing Party is EDF Energy, any Relevant Person's) objectives, strategy, operations, processes, procedures, plans, intentions, products and/or services, trade secrets, know-how, Intellectual Property Rights, design rights, software and hardware, IT system build and specifications, market opportunities, customers, contracts (or any services provided thereunder) or other business affairs;
- (iv) personal data relating to actual or potential EDF Energy customers and identification numbers assigned by either party to them; and
- (v) any document marked "Confidential", and any information which either Party has been informed is confidential or which a Party might reasonably expect would be regarded as confidential;

(e) Intellectual Property

means all documents and materials including photographs, photographic or film negatives, drawings, reports, manuals, specifications, plans, tables, lists, schedules, calculations, computer programs and software (including source and object code and magnetic tapes), all data, flow charts, program listings, administrative and quality assurance files and internal correspondence, strategic plans, creative concepts and designs (whether in draft or in final format and whether for presentation purposes or otherwise), all names, logos, devices and other marks and all Intellectual Property Rights therein;

(f) Intellectual Property Rights

means patents, trade marks, service marks, rights in designs, trade names, copyrights, moral rights and trade secrets (whether or not any of these rights is registered) and includes all applications for any such right, matter or thing or registration thereof and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these rights which may subsist anywhere in the world;

(g) Permitted Person

means directors, officers employees, or professional advisors of the Receiving Party, including in the case of the Counterparty members of the RE:NEW Support Team, provided that the Receiving Party:

- (i) ensures that each such persons are aware of and comply with the obligations of confidentiality set out in this Agreement; and
- (ii) undertakes to be jointly and severally liable for any breach of the obligations of confidentiality contained in this Agreement by such persons and shall enforce such obligations at its own expense upon the request of the Disclosing Party,

(h) Receiving Party

means the Party receiving the Information (whether the Information is received by such Party or by any Permitted Person on behalf of such Party);

(i) Relevant Person

means EDF Energy Customers plc, EDF Energy plc and their respective Group Companies.

- 1.2 Any reference in this Agreement to a "**Party**" shall mean EDF Energy or the Counterparty, as appropriate, which terms shall include their respective legal successors and permitted assignees. Any reference to "**Parties**" shall (as the case may be) mean both or either of them.
- 1.3 References to the words "include" or "including" are to be construed without limitation.
- 1.4 Words importing the singular also include the plural and vice versa where the context so requires and the headings in this Agreement shall not be used in its interpretation.
- 1.5 Headings and titles are used for ease of reference only and do not affect the interpretation of this Agreement.
- 1.6 Any references to the Information shall include any means or modes of storage or retrieval of them including, without limitation computer disk, server, microfiche, cassette, dvd and cd-rom.

## 2. CONFIDENTIALITY

- 2.1 In consideration of the mutual covenants and agreements contained herein the Receiving Party hereby undertakes and agrees (for itself and as trustee for each of its Permitted Persons) as follows in respect of the Disclosing Party's Information:
  - (a) that such Information is of a proprietary and confidential nature and it shall receive and maintain such Information in confidence and shall not publish or disclose such Information or permit the same except in accordance with Clause 2.2;
  - (b) to apply to such Information no lesser security measures and degree of care than those which the Receiving Party applies to its own confidential information and which it warrants as adequate for the purposes thereof;
  - (c) to use such Information only for the Authorised Purposes and not to make any commercial use of such Information or use it for the benefit of itself or any third party other than pursuant to this Agreement;
  - (d) that damage could result to the Disclosing Party (and where the Disclosing Party is EDF Energy, to each Relevant Person) if any portion of such Information is used except as permitted by this Agreement;
  - (e) not to copy, reproduce, decompile or reduce to writing or permit the same of any part of such Information except as may be reasonably necessary for the Authorised Purposes and that any copies, reproductions or reductions to writing so made shall be the property of the Disclosing Party and remain subject to the terms of this Agreement; and
  - (f) to promptly, and in any event not later than seven (7) days from the date of a request from the Disclosing Party to do so, return or destroy all documents and other material in the Receiving Party's possession, custody or control (including any copies or reproductions thereof) that bear or incorporate any part of such Information and to completely destroy or erase from memory all of such Information held on computer, in computer disk form or any machine readable form (including any security and back-up copies), save that the Receiving Party shall be entitled to retain one copy of such information for archival purposes, such copy remaining subject to the terms of this Agreement.
- 2.2 The Receiving Party may disclose the Disclosing Party's Information only to the Permitted Persons to the extent that they need to know the Information for the Authorised Purposes

2.3 The obligations contained in Clause 2.1 shall continue in full force and effect in respect of each part of the Information until such time as the provisions of Clause 3 apply to such part or, if earlier, the Parties enter into any further agreement which is expressly stated to supersede and replace this Agreement.

### 3. EXCEPTIONS

3.1 The obligations of confidentiality under Clause 2 shall not apply to any part of the Information to the extent that it:

- (a) is, at the time of receipt by the Receiving Party:-
  - (i) in the public domain or thereafter becomes part of the public domain; or
  - (ii) lawfully already in the possession of the Receiving Party without limitation on disclosure (as evidenced by the written records of the Receiving Party existing on the date of receipt) or subsequently becomes free of limitation on disclosure,
- in each case, otherwise than in consequence of breach of this Agreement. For the avoidance of doubt, possession of any Information by any third party who is bound by similar obligations of confidentiality shall not constitute Information in the public domain;
- (b) was lawfully obtained by the Receiving Party from a person who, at the time that the Information was so obtained, was under no obligation of confidentiality in respect thereof;
- (c) is required to be disclosed by the Receiving Party by any applicable law, regulation, court order or by any competent judicial, governmental or other authority or to a court, arbitration or administrative tribunal in the course of proceedings before it or in response to the requirement of any Stock Exchange, regulatory authority or the Panel of Takeovers and Mergers provided that the Receiving Party shall, as soon as possible after becoming aware of such required disclosure, notify the Disclosing Party thereof. The Receiving Party shall be entitled only to furnish that portion of the Disclosing Party's Information which is necessary to comply with the relevant order or requirement; or
- (d) has been approved for release in writing by the Disclosing Party.

3.2 If only a part or element of the Information falls under any of the exceptions in Clause 3.1 above, then only such part or element of the Information shall be excepted from the disclosure restrictions set out in this Agreement.

### 4. INTELLECTUAL PROPERTY

- 4.1 EDF Energy shall provide the Authority with a revocable, royalty-free licence free of charge to use all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the EDF Energy in the course of the Discussions providing that such Intellectual Property is only used for the purposes agreed by EDF Energy with the Counterparty to enable the delivery of the "retrofit" projects, including without limitation the purchase of future services whether or not such services are carried out by third parties.
- 4.2 The Counterparty shall provide EDF Energy with revocable, royalty-free licence and free of charge to use all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Counterparty in the course of the Discussions providing that such Intellectual Property is only used for the purposes agreed by the Counterparty with the EDF Energy to enable the delivery of the "retrofit" projects.
- 4.3 In respect of jointly developed Intellectual Property, EDF Energy shall own the Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Parties and, save in relation to any Intellectual Property that falls within the scope of clause 4.1 above, EDF Energy



shall grant the Counterparty an irrevocable, royalty-free, sub-licensable and transferable licence free of charge to use all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by the Parties in the course of the Discussions for the purpose of enabling the delivery of the "retrofit" projects.

## 5. PUBLICATION

5.1 The Counterparty agrees that it will not, without the prior written consent of EDF Energy, disclose to any third party the fact that it is entering into the Discussions.

## 6. DATA PROTECTION

6.1 Notwithstanding any other provision of this Agreement each Party shall observe and comply with such of the provisions of the Data Protection Act 1998 as shall apply to any and all personal data which may be disclosed to or acquired by it as a result of, or in the course of, the Discussions.

## 7. REPRESENTATIONS

7.1 The Receiving Party acknowledges that the Disclosing Party does not make or give any representation, warranty or undertaking (either express or implied) as to the accuracy or completeness of any of the Information disclosed by or on behalf of the Disclosing Party and the Receiving Party shall rely solely on its own judgement in respect thereof. Accordingly, the Disclosing Party shall not be liable, whether by reason of any representation or any implied warranty, condition or other term or any duty at common law or by statute, in tort or otherwise, for any loss or damage (including, without limitation, any indirect or consequential loss or damage) which may arise out of the use of or reliance upon the whole or any part of the Information by the Receiving Party.

7.2 Neither the delivery of documents and materials containing the Disclosing Party's Information nor any part of this Agreement shall amount to or be construed as expressly or impliedly granting any licence, consent to or any right in, title to or interest in any part of Information in favour of the Receiving Party.

## 8. INDEMNITY & ENFORCEMENT

8.1 Each Party (the "**Indemnifying Party**") undertakes to indemnify the other Party from and against any and all liabilities, claims, demands, judgments, awards, remedies, damages, losses, actions and proceedings whatsoever arising under any statute or at common law of whatever kind and nature (and all costs and expenses whatsoever in connection therewith) arising out of or in connection with any breach of any of the Indemnifying Party's warranties, undertakings or obligations under this Agreement.

8.2 It is hereby acknowledged and agreed that EDF Energy holds the benefit of this Agreement for itself and as trustee and agent for each Relevant Person and its and their respective officers, employees, servants and agents.

8.3 Where any application for an interlocutory injunction is made by the Disclosing Party (or where the Disclosing Party is EDF Energy, by or on behalf of any Relevant Person), the Receiving Party agrees that monetary damages would not be adequate compensation for a breach of this Agreement by it and that, in addition to all other remedies, the Disclosing Party or such Relevant Person shall, if appropriate, be entitled to injunctive or other equitable relief as a remedy for such breach (whether actual or threatened).

## 9. GENERAL

9.1 No failure or delay by either Party in exercising any of its rights, powers or privileges under this Agreement shall constitute a waiver thereof nor shall any single or partial exercise thereof preclude any further exercise of rights.

9.2 This Agreement shall be binding upon each of the Parties and their successors in title. Neither Party shall assign any rights or obligations under this Agreement without the prior written consent of the other Party.



- 9.3 Each Party will be responsible for all costs incurred by it or on its behalf in connection with this Agreement and the Discussions.
- 9.4 If any part (including any Clause or Sub-Clause) of this Agreement is void or unenforceable due to any applicable law, this shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.
- 9.5 No variation of this Agreement will be effective unless it is in writing and signed by the Parties.
- 9.6 The Parties agree that this Agreement may be executed in counterparts, all of which taken together shall constitute one and the same Agreement.
- 9.7 This Agreement and all matters, claims and disputes (whether contractual or non-contractual) relating to it and/or to its subject matter will be governed by the laws of England and the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the English Courts.
- 9.8 This Agreement constitutes the entire agreement and understanding between the Parties concerning the Information and supersedes all previous agreements, understandings and undertakings whether oral or written in respect of the Information.

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the day and year first before written

**Signed by:**

for and on behalf of

EDF Energy Customers plc

)  
John Melvin 2/4/14  
.....

**Signed by:**

for and on behalf of

The Greater London Authority

)  
.....  
S. Luttrell