

Appendix A to Feb 2022 ICL Provost Board paper: Draft Collaboration Agreement

STRICTLY PRIVATE AND CONFIDENTIAL

CENTRE FOR CLIMATE CHANGE INNOVATION

The purpose of this Collaboration Agreement (“**Agreement**”) is to outline the roles and responsibilities of Imperial College of Science, Technology and Medicine (“**Imperial**”) of Faculty Building, South Kensington, London, SW7 2AZ, United Kingdom] and the Royal Institution of Great Britain (“**Ri**”) of 21 Albemarle Street, London, W1S 4BS (“the Parties”) in relation to “*The CCCI*, the London centre for climate change innovation” (“**The CCCI**”) (each a “**Party**”).

RECITALS:

A. The Ri is a charity established in 1799 and which received its Royal Charter in 1800 whose mission is to build on its heritage to create opportunities for everyone to discover, discuss and critically examine science and how it shapes the world around us;

B. Imperial is a leading research institution with a world class reputation in science, technology and medicine. Academics across departments do research relevant to climate change. Imperial’s Transition to Zero Pollution (TZP) initiative brings together some of this research, as a flagship of the College’s academic strategy. The Imperial Grantham Institute (“Imperial GI”) brings together this academic research for impact, through additional research, and an established programme of training, networking, innovation, engagement and communications. It has been developing climate change innovation activities for over a decade;

C. In March 2021, Imperial and the Ri, made an initial announcement and public launch of this London centre for climate change innovation. Since that time, the Parties have begun to run activities in their own names and under their own responsibility, notably the Greenhouse Accelerator, a number of climate innovation network-building activities in London and a public lecture series on climate change. The team members have been working and running these activities at the Ri under the title “the centre for climate change innovation (CCCI);

D. The Parties now wish to more formally work together to take forward a full set of activities including those in progress, and new activities. A brand and naming for the CCCI will be agreed by the Parties;

E. **The CCCI** will work to bring together London’s climate change innovation community and work with similar communities in the rest of the UK and other global centres to accelerate progress to a low-carbon, resilient and sustainable economy.

IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

In this Agreement, the words and phrases below shall have the following meanings:

Activities	Means the activities to be undertaken as part of the collaboration during the Term, which shall comprise the activities set-out in Appendix 1, as reviewed and updated by the Parties.
Affiliate	Means any undertaking which is, on or after the date of this Agreement from time to time, a subsidiary undertaking of the Party, a parent undertaking of the

Party or a subsidiary undertaking of a parent undertaking of the Party, as those terms are defined in section 1162 of the Companies Act 2006.

Background IP	Means any Intellectual Property which pre-exists this Agreement or is independently developed outside of this Agreement, that is owned or controlled by a Party and which that Party chooses at its sole discretion to make available for the purpose of this Agreement.
Business Day	Means a day that is not a Saturday, Sunday or public holiday in the relevant jurisdiction.
Confidential Information	Means, in respect of a Party, all information of a sensitive or proprietary nature including any Intellectual Property, and any information relating to business activities of that Party, in any form or medium, that is by its nature confidential, is designated by that Party as confidential, or the other Party knows or reasonably ought to know is confidential.
Data Protection Legislation	Means, while they remain in force, the Data Protection Act 2018, the UK-specific version of the General Data Protection Regulation known as the "UK GDPR", as applicable and any other laws and regulations relating to the Processing of Personal Data and privacy which apply to a Party and, if applicable, the guidance and codes of practice issued by the UK Information Commissioner or other relevant data protection or supervisory authority.
Effective Date	Means [DATE- the date of signature by both Parties].
End Date	means the expiry of the Term, as the same may be amended in accordance with this Agreement.
Executive Board	Means the governing body comprising the individuals nominated pursuant to Appendix 2 of this Agreement.
Intellectual Property	Means any intellectual property of any description including all inventions, designs, specifications, formulae, improvements, discoveries, data, processes, methods, techniques, confidential information (including trade secrets and know-how), and the intellectual property rights therein, including patents, copyright, design rights (registered or unregistered), trademarks (registered or unregistered), trade names, service marks, and database rights, applications for any of the above, any rights to protect the confidentiality of, and restrict the disclosure and use of confidential information, and any right similar in nature to any of the aforementioned recognised from time to time in any jurisdiction, together with all rights of action in relation to infringement or misappropriation of any of the above.
Loss	Means any loss, damage, liability, compensation, fine, penalty, charge, payment, cost or expense (including any reasonable legal cost and expenses) however it arises and whether it is present or future, fixed or unascertained, that is actual and not contingent.
Personal Data	Means any personal data (as defined in the UK GDPR) Processed by either Party in connection with this Agreement, and for the purposes of this Agreement includes

the special categories of sensitive personal data as listed in Article 9(1) of the GDPR as such Personal Data is more particularly described in Appendix 3.

Processing	Means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction (and Process and Processed should be construed accordingly).
Staff	Means the individuals employed by Imperial or Ri in accordance with Appendix 2 , and such other individuals partially or wholly employed by the Ri or Imperial (as agreed by the Parties), during the Term for the purposes of the Activities.
Term	Means the period described in Clause 3.

2 General:

In this Agreement, unless otherwise expressly provided or unless the context otherwise requires:-

- 2.1** References to the singular include the plural and vice versa.
- 2.2** References to words denoting any gender shall include all genders.
- 2.3** References to persons include companies, charities, partnerships, government departments and agencies and all other forms of body corporate or unincorporate.
- 2.4** References to Clauses and Appendices are to Clauses of, and Appendices to, this Agreement.
- 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.
- 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.
- 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.
- 2.8** References to the Parties include their respective successors in title, permitted assigns and legal personal representatives.
- 2.9** References to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time.
- 2.10** The meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions.
- 2.11** Defined terms appearing in this Agreement in title case will be given their meaning as defined, while the same terms appearing in lower case will be interpreted in accordance with their plain English meaning.
- 2.12** Where a word or expression is given a particular meaning, other grammatical forms of that word or expression have a corresponding meaning.
- 2.13** The Appendices 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 Appendices and Recitals.

3 Term and Termination:

3.1 This Agreement shall commence on the Effective Date and remain in force and effect for the period of five (5) years from the Effective Date, unless and until terminated earlier by joint agreement, or pursuant to Clause 12.

3.2 The Parties agree to undertake a progress review not more than two (2) years from the Effective Date in the first instance, in which they shall review the implementation of this Agreement and discuss in good faith the continuation of this Agreement beyond the end date with a view to determining whether or not the Agreement should be extended.

4 Name, Publicity and Branding:

4.1 The Parties have conducted a branding exercise and will agree to a name and brand for **The CCCI**. The name shall be registered as a trademark and any required domain names reserved by Imperial on behalf of **The CCCI**.

4.2 Whilst the Parties will work closely to maximise the brand profile and reputation of both organisations and of **The CCCI**, subject to below, neither Party shall make any public announcement, press statement, or other publication concerning the relationship created under this Agreement, **The CCCI**, without the prior written consent of the other Party, not to be unreasonably withheld or delayed. The Parties shall consult together on the timing, contents and manner of release of any such announcement, statement, or publication. Neither Party may use the name, trademark or logo of the other Party without the prior written approval of the other Party. The parties will work together on plans related to publicising the activities of **The CCCI**.

4.3 Nothing under this clause will prevent or delay a Party from making any announcement, press statement, or publication to the extent that it is required to be made by the Party by law or by a stock exchange; or is made in Imperial's or its Departments' annual reports, or Ri's annual reports, and the relevant statement is limited solely to the existence and nature of the relationship between Imperial and Ri pursuant to the Agreement or as required by law. However, where possible, the relevant Party shall take reasonable steps to consult the other Party first.

5 Legal form:

5.1 The Parties, through this Agreement, have established a contractual collaboration to manage and oversee **The CCCI**. Nothing in this document is intended to give rise to any joint venture, partnership or other similar relationship between the Parties. The actions of either Party will not bind another and contracting will be effected by each Party individually and not commit another Party without explicit agreement. The governance structure for **The CCCI** is detailed in Appendix 2 and includes processes and circumstances for such explicit agreement.

6 Activities:

6.1 **The CCCI's** activities will only be undertaken where the financing has been secured. The initial expected activities of **The CCCI** are set out in Appendices 1 and 2. A budget will be set and agreed annually to ensure there are no financial liabilities to the Parties and that funding is in place to cover the activities and other commitments and no capitalisation will be required from the Parties. The activities can be considered in the following pillars:

- 6.2 Creating a physical home for climate innovation:** *The CCCI* has already started operating within part of the Ri premises, and several aligned or connected organisations are considering renting space to collaborate and work with the Parties and *The CCCI*.
- 6.3 Support for Climate Innovators:** The Greenhouse accelerator programme: Imperial is already running the Accelerator programme at space within the Ri building, supporting 30 startups a year, identified through an application and selection process agreed by the Executive Board. Until at least June 2023, it will be supported by HSBC and in part by the European Regional Development Fund and others. A follow on support programme and brokerage services for scale up are being developed and funding sought to support this.
- 6.4 Networking activities:** Both Parties are engaging with potential future supporters and collaborators to deliver network building activities for the London Climate innovation community, including network activities funded by an Imperial ERDF grant. Several events have already been undertaken and a dedicated networking and leadership programme is being designed.
- 6.5 Training & Education:** *The CCCI* will commence its education offering by hosting the innovation module of Imperial's Master's programme in Climate Change, Management and Finance (MSc CCMF) in summer 2022 at the Ri. Imperial will run a climate innovation master's programme (MSc in Climate Change Innovation and Entrepreneurship - CCIE) from Sept 2022 in the Ri building as part of *The CCCI*. Separately, *The CCCI* is developing with Imperial Business School an online climate innovation course targeted at businesses covered by a separate agreement with the Imperial Business School.
- 6.6 Policy programme:** The ERDF funding to Imperial will support an initial identification of policy barriers and enablers for climate innovators in London and convene policy round tables and briefings to address these challenges and opportunities.
- 6.7 Public Involvement:** the Parties will identify further opportunities for public events and outreach to create active involvement, building on the event previously funded by the GLA and delivered in November 2021 and joint lecture series on climate change delivered online over the course of 2021.
- 6.8 Research:** *The CCCI* will not undertake research activities directly but will identify how to connect the climate innovators and other members of the climate innovation ecosystem with research expertise at Imperial and, to the extent relevant, any research being carried out at the RI. Individual startups on the Accelerator programme may carry out their own research to develop their offering. Funding will be sought to endow an Imperial College Research Chair in Climate Innovation in collaboration with the Ri, as part of *the CCCI*.

7 Finances and Fundraising:

- 7.1** Working through the **Executive Board** (as detailed in Appendix 2), the Parties shall annually review the Activities, including the Parties' respective roles and contributions, and the costs associated with this for each Party, and which Party will contract with the funders for such Activities (generally the Party leading said Activity). For the first year this is detailed in the Business Case at Appendix 2. The application for or solicitation of funding and the approval of receipt of funds for Activities shall be subject to the approval of the Executive

Board (in accordance with the approval procedure mentioned in Appendix 2).

- 7.2** As detailed in clause 6.1, *the CCCI's* Activities will only be undertaken where the financing has been secured. All philanthropic gifts, grants and donations, where used for *The CCCI* Activities must be clearly identified in source and application. Where a Party proposes to contract with a funder in respect of an Activity which will require deliverables from the other Party and/or involve the other Party incurring expenses, that Party should clearly bring this to the Executive Board's attention at the time approval to apply for the funding is sought, . Each Party shall be responsible for delivering its part of the deliverables within its agreed share of the funding (and in the event a Party overspend their share of the funding they shall be responsible for clearing the shortfall).
- 7.3** It is expected that the Parties shall operate *The CCCI* as a not-for-profit and any surplus made from the *The CCCI* activities will be protected for the benefit of *The CCCI* to sustain and invest in its on-going and future activities where such funding comes from external parties and where the terms of the funding allow such surplus. . The contracting Party will aim to ensure that the contracting terms for any sponsored Activities include provisions to cover any commitments that cannot be cancelled in the case of cancellation of the Activity arising from termination or expiry of CCCI, and if this is not possible the contracting Party will be responsible for such outstanding obligations and liabilities.
- 7.4** The Parties will agree an overt and ring-fenced mechanism within its respective accounting system for the funding income and expenditure relating to *The CCCI*. The Parties will be expected to keep distinct cost codes, or equivalent processes, for *The CCCI* activities including income, expenditure, proceeds of fundraising, membership fees etc. These codes will be used to aggregate the costs, income, surplus or deficit of *The CCCI*, and to allow accountability against Activities and for funders, members and other external parties, as relevant. The Parties will report such income and expenditure quarterly and provide all necessary support in financial and other reporting back to the funders. The Parties shall discuss and agree how to manage Gift Aid if this becomes an issue.
- 7.5** The Parties agree to work together to maximise fundraising opportunities to support *The CCCI*, such as by jointly bidding for grants and seeking sponsorship, donations and other philanthropic support and creating and promoting membership options. A joint fundraising team will be established as detailed in Appendix 2. This fundraising team will work together on strategic approaches to fundraising for *The CCCI* as a coordinated, shared set of activities, set targets and shared goals and approaches to fundraising, regardless of which Party might be the main delivery agent. Where one Party may lead on the philanthropic fundraising campaigns to support *The CCCI* for a particular Activity, it is agreed that the general principle is that the funds will initially be gifted to the lead Party, and then on a case-by-case basis applied to staff and infrastructure costs incurred by Imperial and the Ri associated with the relevant Activity including the hosting, management and running of *The CCCI*. The philanthropic funding terms will be agreed by the Executive Board (through the lead Party who will be the signatory) with the individual funder on arm's length terms and with full transparency to the Executive Board to ensure there are no liabilities (including VAT) residing with the Party receiving the funds where these flow through to the other Party. It is noted that grants must specifically stipulate the amount being paid and the activities that the grants will support, with flexibility on the delivery of the grants.
- 7.6** **Corporate membership and Sponsorship fees:** the level of the fees and the receiving Party will be jointly agreed by the Executive Board. These fees will be collected by Imperial and then the Parties will mutually agree on how the fees will be spent in order to deliver the Membership benefits and Sponsorship obligations.

7.7 Overheads: Each Party shall be able to include reasonable overheads based on full economic costs (FEC) in applications for funding where allowable.

8 Commitment of the Parties: Staffing, Infrastructure and Space

8.1 The Parties agree to support the vision of *The CCCI* and to use reasonable endeavours to support the operation and governance of *The CCCI* as detailed in Appendix 1 (Activities under The Business plan)) and Appendix 2 (Governance Structure), and to actively seek to progress the development of *The CCCI* by developing a fundraising strategy and plan, (including providing the resources to deliver, and developing existing and establishing new fundraising opportunities/prospects). The governance support shall be provided at no cost to *The CCCI*. Each Party shall promptly provide all information reasonably required by the other Party to carry out its tasks. Each Party shall prepare and present reports including financial reports as required for reporting purposes including reporting to any funding body and each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Party.

8.2 Commitment of Imperial: Imperial shall support the activities as outlined in Appendix 1 (Activities under The CCCI) and Appendix 2 (Business Plan). These include running existing funded activities as part of *The CCCI*, namely: (i) the Greenhouse Accelerator; (ii) networking and engagement events for London's Cleantech ecosystem supported by the European Regional Development Fund; and (iii) education programmes. Imperial has an agreement with the ERDF to provide match funding through salaries (without indirect costs) of £1,326,267 in total spread over the period Q3 2020 to Q2 2023.

8.3 Commitment of the Ri: The Ri has leased space to Imperial in its building at 21 Albemarle Street, London, W1S 4BS from 1 January 2021 for the Greenhouse Accelerator programme under a three year standard Ri lease agreement. The Ri shall provide discounted access to public space hire and use as part of their commitment to this project (the level of discount and booking process to be confirmed). The Ri shall support the activities as outlined in Appendix 1 (Activities and Business Plan). These include running any existing funded activities as part of *The CCCI*, namely: public involvement and schools programmes on climate change. For the avoidance of doubt, Ri income from lease and other space usage charges does not constitute income for *The CCCI* and is outside this Agreement.

9 Intellectual property:

9.1 Ownership of each Party's Background Intellectual Property shall be unaffected by this Agreement. Ownership of any new IP created at *The CCCI* or as part of any project undertaken with *The CCCI* will be agreed by the Parties for that particular activity and the default position will be that the IP is owned by the Party undertaking the work.

10 Responsibilities and Liabilities:

10.1 Each Party agrees to act in good faith when carrying out its respective obligations under this Agreement, to use reasonable efforts to develop the collaboration as envisaged in this Agreement, and to carry out the Activities in accordance with this Agreement. Nothing in these terms and conditions limits or excludes a Party's liability for personal injury (including death) caused by the negligent or wilful act or omission of the other Party or their servants or agents; or for any damage or liability incurred by a Party as a result of fraud or fraudulent misrepresentation by the other Party.

10.2 Subject to the exclusions above, the liability of either Party to the other, in respect of liability resulting from acts or omissions of itself, its employees or its agents in connection with this Agreement, shall not extend to claims for indirect or consequential loss or loss of profit, revenue and the aggregate liability of each Party to the other for any Loss arising from a Party's breach of this Agreement or negligence in connection with this Agreement will not exceed £1million.

11 Confidentiality:

11.1 Each Party shall take all reasonable measures to keep confidential all information which is received from the other Party under this Agreement and which is specified by the disclosing Party to be confidential at the time of disclosure, and direct its employees, agents and sub-contractors to do the same ("the Information").

11.2 The above obligation shall not apply to Information which (i) either at the time of disclosure or after disclosure is published or generally available to the public other than through a breach of this Agreement; (ii) is already in the receiving Party's possession at the time of receipt and which was not acquired directly or indirectly from the disclosing Party without obligations of confidentiality; (iii) is acquired by the receiving Party in good faith from a third party; (iv) has been developed by or for the receiving Party at any time independently of the Information disclosed to it by the disclosing Party; (v) to the extent it is required to be disclosed by law or government regulation or (vi) has been authorised in writing to be disclosed, by the disclosing Party.

11.3 The obligations of the Parties under this clause 10 shall survive the expiry or termination of this Agreement for a period of five (5) years.

12 Termination:

12.1 Either Party may terminate this Agreement upon one (1) year prior notice in writing to the other where it considers termination justified on the grounds that no further purpose would be served by continuing with **The CCCI**. Such notice of termination will only be given by either Party after reasonable discussion with the other Party of the reasons for the proposal to give such notice.

12.2 Either Party may terminate this Agreement with immediate effect by giving notice in writing to the other Party if:

12.2.1 the other Party is in breach of any material legally binding provision of this Agreement that is not capable of remedy or, if it is capable of remedy, the breach has not been remedied within 60 days after receipt of Notice specifying the breach and requiring its remedy;

12.2.2 the other Party becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of the other Party's assets, or if the other Party makes any arrangement with its creditors; or

12.2.3 a Force Majeure Event persists for a continuous period of more than 180 days from the date of the notice.

12.3 If this Agreement expires or is terminated for any reason:

- 12.3.1 Each Party must, subject to the Confidentiality clause, return or destroy (at the option of the other Party) any Confidential Information of the other Party in the first mentioned Party's possession or under their control, which has been supplied in connection with this Agreement.
- 12.3.2 The Executive Board must meet as soon as practicable, to discuss and agree a transition plan to manage the transfer of responsibilities associated with **The CCCI** to the extent feasible, or to close-out such activities where transfer is not feasible. In the event that one Party wishes to continue operating under the CCCI brand on its own after termination or expiry of this Agreement, the Executive Board will discuss this possibility and such continued use would be subject to the Parties agreeing applicable terms including mutually agreed communications regarding the changes.
- 12.3.3 Each Party maintains:
- any other rights available to them under this Agreement; and
 - Any other legal and equitable remedies available to them.
- 12.3.4 The provisions relating to confidentiality, for the time period mentioned therein, as well as for data management, publication, liability, applicable law and settlement of disputes shall survive the expiration or termination of this Agreement.

13 Force Majeure:

13.1 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 and to the extent that such failure arises from an occurrence or circumstances beyond the reasonable control of that Party and not attributable to its own acts or omissions such as (but not limited to) acts of God, natural events, fire, flood, hurricane, earthquake, explosion, volcanic eruption, pandemic, war, embargo, events of terrorism, riot, crime, or acts of government (each a **Force Majeure Event**).

13.2 A Party relying on Clause 12.1 must:

13.2.1 promptly provide Notice to the other Party of the circumstances and effect of the Force Majeure Event; and

13.2.2 take all steps reasonably necessary to mitigate the effects of the Force Majeure Event on its performance of this Agreement.

14 Governing law:

14.1 This document shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales. Other than the sections headed Clauses 4 (Name, Publicity and Branding), 5 (Legal Form), 7 (Finances and Fundraising), 9 (Intellectual Property), 10 (Responsibilities and Liabilities), 11 (Confidentiality), 12 (Termination), Clauses 13 to 23, and Appendix 3 (Data Protection), each of which is intended to be binding on each Party as applicable, this document is not intended to, nor shall it, create or reflect any binding contract or other form of legal relations, including between any persons named in this document.

15 Assignment:

15.1 Unless otherwise stated in this Agreement, 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 other Party.

16 No Partnership:

16.1 Notwithstanding all the “partnership” references in this Agreement, nothing in this Agreement shall create or be deemed to create a partnership in a legal sense (including 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. It is expressly understood by all the Parties that the rights and benefits within this Agreement pertain to **The CCCI** only and shall not form a precedent in any future transactions.

17 Dispute Resolution:

17.1 Any dispute, claim or proceeding arising out of, or in connection with, this Agreement (“Dispute”) must be resolved in accordance with this Clause 17. The Parties shall use good faith efforts to resolve any Dispute. If a Dispute arises, either Party may send the other Party a Notice specifying the Dispute and requiring its resolution. Within 10 Business Days, after service of Notice, the Parties’ nominated senior executives must meet at least once (face to face or via available electronic means) to attempt to resolve the Dispute. If the matter is not resolved through negotiation within 30 days after the Notice is given, it shall be settled by:

17.1.1 Mediation in accordance with the Centre for Dispute Resolution (“CEDR”) Model Mediation Procedure (the “Model Procedure”). To initiate mediation a Party must give Notice to the other Party requesting 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. Any information or documents obtained through or as part of the mediation must not be used for any purpose other than the settlement of the Dispute. The Parties must pay the mediator’s remuneration in equal shares. Each Party must pay its own costs of the mediation.

17.1.2 If the Dispute is not resolved within 30 days of commencing mediation, then either Party may commence proceedings in any court of competent jurisdiction.

17.1.3 Each Party must continue to perform this Agreement (in relation to matters which are not in Dispute) despite the existence of a Dispute or any proceedings under this clause 16.

17.1.4 Nothing in this clause 16 prevents a Party from obtaining urgent injunctive relief, including with respect to the protection and/or enforcing of its Intellectual Property Rights.

18 Entire Agreement:

18.1 This Agreement constitutes the entire agreement between the Parties with regard to *The CCCI*. Any variation to this Agreement shall be in writing and signed by authorised signatories for each Party.

19 Counterparts:

19.1 This Agreement may be executed in any number of counterparts, each of which when executed (and delivered) will constitute an original of this Agreement, but all counterparts will together constitute the same agreement. No counterpart will be effective until each Party has executed at least one counterpart. This Agreement may be delivered by email and the Parties may rely on an electronic signature as though it was an original signature.

20 Illegal/Unenforceable Provisions:

20.1 If any part or all of any provision of this Agreement shall to any extent prove illegal, invalid or unenforceable in law, 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 any illegal, invalid or unenforceable part of such provision shall be deemed to be omitted from this Agreement to the extent of such illegality, 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 illegal 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.

21 Waiver of Rights:

21.1 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. Any waiver is an effective waiver only if the waiver is expressly set out in a Notice and signed by the Party making the waiver.

22 Compliance:

22.1 Each of the Parties agree to comply with all applicable anti-corruption, anti-bribery and local employment laws, as well as any other applicable legislation, laws and regulations, including the Data Protection Legislation, in connection with their performance under this Agreement, (including that relating to import and export control, transportation of hazardous materials, anti-money laundering, and tax laws). Either Party's failure to comply with any provision of this Clause 22 is considered to be a breach of this Agreement.

23 Data Protection:

23.1 Each Party must comply with the provisions set out in **Appendix 3**.

24 Third Parties:

24.1 No one except a Party to this Agreement has any right to prevent the amendment of this Agreement or its termination, and no one except a Party to this Agreement may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides

otherwise.

Appendix 1 – Activities and Business Plan

The CCCI will include a range of activities, all focussed on delivering more and better climate change innovation, and supporting its scale up in London and beyond. The balance and development of these activities over time will depend on securing funding and on the outcomes of testing the market appetite for these different activities through smaller pilots.

For the most part, the tasks that will be delivered by *The CCCI* will be delivered by staff who will be employed by the Party in receipt of the funding to support the activity and led by the Management Team. The tasks taking place currently are mostly undertaken by Imperial, with the Ri leading public involvement activities. NB corporate membership at Ri does attract VAT. In the spirit of partnership, and with a view to enhancing the cooperation, the Parties will endeavour to work together on activities as much as possible at the discretion of the Management Team. The party in receipt of the funding to support the activity is ultimately responsible for the employment and ongoing management of such staff including payroll etc. However, the other Party will be involved in recruitment of these staff.

The “The CCCI-related staff” time will be covered by funding as detailed in the annual budget. The overarching budget will be compiled as an aggregation of individual budgets prepared by each Party in relation to the activities that they support as part of *The CCCI*. Additionally, each Party will provide staff to support the governance (Executive Board) as detailed in Appendix 2 as an in-kind contribution. Other operational support or costs of *The CCCI* (HR and IT etc) need to be paid for and will be included as part of overheads and other support in funding applications.

Current staffing is detailed in Appendix 2.

Business plan

Our Vision

Imperial College London and the Royal Institution want to create a strong collaborative, multi-stakeholder centre at the heart of the UK’s climate change innovation community.

Our initiative will make London a world-leading nexus for climate innovation, in all its guises, co-creating, embedding and showcasing solutions and connecting to other centres in the UK and internationally.

Objectives

The CCCI has a clear set of objectives:

- **Catalyse innovation** to speed up greenhouse gas emissions reductions and adaptation to climate change significantly
- **Strengthen the climate innovation community**, starting in London but with wider reach, through direct support activities, climate innovation networks, increasing its inclusivity and acting as the voice for this community
- **Connecting stakeholders** from innovators through investors, policymakers and the public to deliver climate change action by supporting climate innovation
- **Stimulate innovative policy actions** that create incentives and remove barriers to catalytic innovation, in technology, processes and public engagement

- **Engage with the public** on the topic of climate change innovation linked to science, to support climate change action
- **Create national and international connections** between London and other climate innovation centres.

This Centre for Climate Change Innovation (**b**) will bring together key stakeholders in London to grow, scale up and speed up the solutions we need to face the climate crisis and to ensure a just and sustainable future. We will do this by stimulating and hosting dialogue with policymakers, entrepreneurs, academics, innovators, investors and the public.

The innovators we will support delivery of technical and process solutions and service offerings that can reduce greenhouse gas emissions or help us adapt to the inevitable impacts of climate change.

Impacts

A successful CCCI will deliver the following impacts, with an initial focus on London as a result of the first stage of funding from the ERDF which has a geographical restriction, and the London-based physical location:

- More rapid greenhouse gas emissions reductions, and a greater resilience to climate change impacts.
- Create opportunity for all Londoners to get involved, creating jobs and empowering everyone to be part of climate change action.
- New successful start-ups that have secured investment and are creating jobs in the capital initially.
- A pipeline and relationships for these climate start-ups to create jobs and investment as businesses grow.
- A mature and lively London network focussed on climate change innovation
- A stronger policy framework to support the full innovation change through to large scale implementation.
- A world-class public engagement programme on climate change, science and innovation
- A strong connection to an international network on these issues.

Unique dimensions

There is no cohesion or leaders in this field. The CCCI's unique selling point is the link between Imperial and the Ri (the institution where Greenhouse Gases were first demonstrated to be greenhouse gases), housed at an historic, iconic venue. Other core advantages:

- Link to the academic community at Imperial and other universities to create a funnel for innovation creation and a feedback loop to stimulate other relevant research
- Strong connection to expertise in connecting with the policy landscape through e.g. Grantham Institute and the Forum at Imperial
- Centre in London with strong networks across the climate and wider innovation community that can act as the starting point for delivering and strengthening this core

@Ri history

- **b** will join a long and illustrious list of entities that have been hosted at the Ri over the years since its foundation in 1799. The Ri has a strong history of discovery within its own labs and centres and continues its mission of presenting demonstrations of science in a historical context to a public audience. The CCCI follows firmly in this tradition, applying scientific rigour and invention to the challenge of climate change, sharing the values, space and some staff with the Ri.

Imperial Leadership

- As a leading global university, it is part of Imperial's core identity to use science and discovery to tackle global challenges. Acting as the knowledge engine for the CCCI, Imperial will bring in other universities to feed the pipeline of technical innovations, and ideas about policy and implementation innovation. We intend to build our ability to impact this agenda through the CCCI and the networks it creates and use the neutral territory of the Ri to build new and radical collaborations. Where appropriate, ideas can feed back to Imperial to enter the early stage research and education activities that take place on campus.

Competitor analysis, and a costing model, will be carried out for each activity is designed in detail and before any commitment to deliver.

Location

The CCCI will be physically situated in the Ri (with links to activities at White City), creating connections to different key areas of climate innovation activity in London. These connections will be developed on a case-by-case basis, recognising the relative merits of these different parts of the London ecosystem. For example, a collaboration with the University of East London will build connections with the Docklands development area near UEL as a location for climate innovation businesses to grow.

Members are close to the heart of the venture, supporting activities or workstreams to enable **the CCCI** to deliver its objectives through sponsorship or membership fees. Every member organisation will be serious about acting on climate change. This will be evidenced by a member's active engagement with **the CCCI**.

There will also be opportunities for other institutional and individual members to get involved in **the CCCI**. The wider London climate innovation ecosystem is vital to **the CCCI**, and is essential to delivering on its goals in relation to diversity, skills development and supporting deployment of new innovations. This wider network will be included in events, and the design of **the CCCI's** activities will be shaped around engaging these different actors. There will also be an individual membership package, that mirrors the Ri's individual membership scheme, to build relationships with the broader public. (see below)

Activities

The CCCI will include a range of activities, all focussed on delivering more and better climate change innovation, and supporting its scale up in London, and then beyond. The balance and development of these activities over time will depend on securing funding, the support for activities from the active founding members, and on the outcomes of testing the market appetite for these different activities through smaller pilots.

In the initial phase of the CCCI, some of these activities will be developed as stand-alone activities across the full breadth of climate change mitigation and adaptation e.g. The Greenhouse. In parallel we will use a thematic focus e.g. Nature, buildings, and develop relevant activities from the entire list to support climate innovation in that area.

- **Creating a home for climate innovation**, by:
 - **Co-location** of leading climate change innovation organisations and collaborative initiatives in the Royal Institution.
- **Support for Climate innovators**:
 - **Accelerator** in the **Greenhouse** programme, for climate change innovation start-ups run by the Centre;
 - **Support for business incubation** through **brokerage** in and outside London, housing some businesses in the Ri as they grow

- a further, **hands-on service** for businesses at the next stage in their development
- a paid-for **scouting service** to help external businesses find the climate innovation start ups that they are looking for
- **Networking** activities to foster the community, in a way that strengthens sectors, like the investor community, and also reflects London’s diversity and inclusivity, including:
 - **Informal but purposeful networking** on the Royal Institution site
 - **Dedicated relationship building programme** between emerging actors in the climate innovation space (e.g. maybe with a collaborator like Leaders Quest)
 - **Events** to bring together key parts of the network e.g. Angel investor events, regular Demo days etc.
 - **Promotional programmes** targeting funders, and other sources of support for the sector
 - **Mentorship programmes** to help develop skills for new entrants, and to support diversity and inclusion goals
 - **Links** with other national, and **international** centres
 - **A flagship sector event to be held in the Ri/CCCI building.**
- **Training & Education** including:
 - **Development courses** that will offer in person support for skills training run by the GLA,
 - **Executive Education** for businesses, starting with a joint Grantham Institute/IBS Exec Ed online course on climate change innovation, with possible expansion to in-person mode,
 - **Master’s** teaching run by Imperial: MSc in Climate Change, Innovation and entrepreneurship to start in September 2022, module(s) of the Climate change, management and Finance MSc to be run in the Royal Institution;
- **A policy programme** centred on:
 - **Collaboration with collaborators** (e.g. E3G, UKGBC, Aldersgate, innovator and start up groups) to identify key gaps in the policy framework or barriers to climate innovation
 - **Workshops** with collaborators to create and share ideas and solutions
 - **Debates** that inform policy and regulation for good climate change innovation
- **Outreach activities** including:
 - **Communications and engagement materials** e.g. short reports, infographic, consultation responses, to share relevant solutions
 - **Monitoring progress** and growth of the sector to pivot support as relevant
- **A public programme**, including
 - **exhibitions** of the latest climate change innovations, human stories, and other relevant material
 - **public lectures** and
 - an **education** programmes for the public and schools on science, policy and innovation, delivered through the existing Ri schools programme;
- **Research connectivity through:**
 - brokerage service to feed the pipeline of innovation, and to address opportunities and challenges in the innovation pipeline through Imperial’s network of relevant academics
 - Funding will be sought to endow a Research Chair in Climate Innovation at Imperial College in collaboration with the Ri.

Financial arrangements

The CCCI is a collaboration between Imperial and the Ri, and as such the CCCI will have use of the public spaces of the Ri for discussions, events, lectures, and performances in a manner that is

aligned, and costed in the same way as the internal departments of the Ri itself. The number of events and their character will be agreed with the Ri and space will be allocated from the overall building diary and some activities will be delivered jointly with the events and programming team of the Ri.

The Ri will agree a fee for the rental of permanently allocated building space to the CCCI part of the offices, as well as a preferential billing arrangements for charging the cost of the use of public spaces. This will be costed in the same way as for internal Ri departments' use the public space and is sensitive to timing and priorities reflecting existing bookings and the priority of some events (including the flagship Christmas lectures in December.)

As detailed in Appendix 2, a fundraising group, with representatives from the Ri and from Imperial, will work on a CCCI fundraising plan, approaching prospects and coordinating with funding efforts focussed on other Ri or Imperial activities to avoid clashes. The CCCI will also build on connections and expertise from the members. It will approach members to support these efforts in the first instance.

Membership models

The CCCI will have Corporate members via the Imperial Business Partnership programme. They will pay a membership fee that will give them a set of benefits depending on their level of contribution. There will be regular members meetings during which they can share their thoughts, in a non-binding advisory capacity only, on the CCCI's direction and activities.

Members may receive benefits including exclusive events at the CCCI, priority access to start ups and ventures, participation in all thematic, steering and association with one event per year, an opportunity to feed into public activities, access to bespoke brokerage with the research community and high-profile communications in all materials produced. We would welcome new members as the initiative develops, searching specifically for members whose area of business are complementary with those of existing members.

Additional memberships at a different level are available for businesses and individuals which will provide access to networking events and can also sponsor parts of our programme or activities specifically such as public lecture series' or specific reports or initiatives.

Progress so far

Currently, the following activities are supported, which we hope to use to build out the future programme across a wide range of activities.

1. The Greenhouse Accelerator for climate innovation start-ups, supporting 30 entrepreneurs a year with 12 months of training, mentorship, market analysis support and a small support grant (3 full time staff members). 28 start-ups are currently being supported, with working space at the Ri and raised £5 million pounds in 2021, their first year. The Greenhouse is funded until the end of 2024. This programme is supported by HSBC, ERDF and some smaller funders.
2. Networking activity with the London climate innovation ecosystem, including regular events and dedicated brokerage between our start ups and alumni, funders and other stakeholders (2 full time staff. This programme is supported by the remainder of ERDF funds).
3. Public facing events to promote the climate innovation community in London, with a series of six online events taking place in 2021. These were delivered by Ri and Imperial staff and event costs covered by ERDF funds.

4. Internships programme placing Imperial students with new innovators and connect with businesses in London (one full time staff members, all of the Green New Deal funding).
5. Climate Launchpad innovation competition (annual, part of a larger competition) to identify new ideas, run by the full time CCCI staff described above.

The ERDF funding is also supporting wider communications activity (website etc.) (1 FTE, and others in support roles, ERDF funds and co-funding)

Financial model

The financial model for the CCCI includes several options in terms of choice of activities, scale of activities and sources of income. The model is intended as a guide to indicate the funding required to pursue any of the activities, and to fund the core of the CCCI. Any activity must be funded before the Ri and Imperial will agree to proceed with that activity. There will be a blend of income from membership, corporate sponsorship, philanthropic funding and events ticketing. These will vary by activity and the choice of activity can be altered depending on demand and interest from funders. Two detailed financial cases have been prepared below, to give an indication of how the funding for the centre might work. At a high-level we foresee some activities being income generating e.g. Executive education, sponsored exhibitions, some self-sustaining e.g. Accelerator activities, but others requiring some level of subsidy or core funding e.g. policy and public debates and networking activities. However, these core activities are essential to making the CCCI greater than the sum of its parts, and to differentiate it from some of the other climate innovation initiatives that cover one or other of these activity areas e.g. stand-alone accelerators, Conduit for networking, investment funds etc.

Case 1: Base Case Current CCCI activity currently being undertaken

This case shows that the current activities are supported by input from a small number of main funding sources, with the Imperial College contribution predominantly coming in staff time, much of which is provided as co-funding to secure the ERDF investment.

CCCI Base - 2020-2024						
	2020	2021	2022	2023	2024	Total
ERDF	741,826	419,565	507,021	305,613	-	1,974,025
Imperial College	92,835	288,859	295,465	152,164	-	829,323
HSBC UK	-	931,296	662,479	677,886	346,647	2,618,308
P.A. Monaco Foundation	-	77,777	-	-	-	77,777
Green New Deal (GLA)	-	345,000	-	-	-	345,000
Total Income	834,661	2,062,497	1,464,965	1,135,663	346,647	5,844,433
Salaries + indirect costs	148,960	714,612	816,264	509,653	43,289	2,232,778
Consultancy	-	36,000	57,000	9,600	-	102,600
Marketing	3,001	13,800	13,800	3,102	-	33,703
Office costs	6,000	-	-	-	-	6,000
Professional fees	-	-	-	20,000	-	20,000
Royal Institution Rent	-	67,308	51,901	67,308	41,358	227,875
Grants to start-ups	674,700	1,022,777	520,000	520,000	260,000	2,997,477
Catering & Events	2,000	4,000	2,000	2,000	-	10,000
Global Challenge Support	-	4,000	4,000	4,000	2,000	14,000
Internship Programme	-	200,000	-	-	-	200,000
Total Costs	834,661	2,062,497	1,464,965	1,135,663	346,647	5,844,433

Case 2: Potential future operating model

As the CCCI fulfils its vision, various other activities would commence having achieved the required funding to do so. To demonstrate this the Governance and Setup Group created a model, as an example, that financially demonstrates the scope of the envisaged CCCI.

Centre for Climate Change Innovation																					
Budget Years 2022 to 2025																					
	Option 1			Option 2			Option 3			Option 4			Option 5								
	2022	2023	2024	2025	2022	2023	2024	2025	2022	2023	2024	2025	2022	2023	2024	2025					
	Income £	Staff costs £	FTE Staff	Non Staff costs £	Contribution £	Income £	Staff costs £	FTE Staff	Non Staff costs £	Contribution £	Income £	Staff costs £	FTE Staff	Non Staff costs £	Contribution £	Income £	Staff costs £	FTE Staff	Non Staff costs £	Contribution £	
Programmes																					
Accelerator	875,257	(150,000)	3.0	(725,257)	0	1,318,350	(210,000)	4.0	(1,108,350)	0	1,725,761	(275,625)	5.0	(1,450,136)	0	1,801,878	(347,288)	6.0	(1,467,509)	(12,918)	
Development Courses	50,000	(32,500)	0.5	(41,868)	(24,188)	154,500	(49,875)	0.5	(72,577)	32,048	159,135	(52,669)	0.5	(74,322)	32,444	163,909	(54,987)	0.5	(76,112)	38,810	
Exec Ed	120,000	(74,000)	1.0	(55,088)	(9,088)	226,600	(98,700)	1.0	(78,645)	49,255	233,398	(103,639)	1.0	(80,512)	49,251	240,400	(108,817)	1.0	(82,425)	49,158	
Exhibitions	150,000	(12,500)	0.3	(69,271)	68,229	154,500	(13,125)	0.3	(74,085)	67,290	159,135	(13,781)	0.3	(76,097)	69,257	163,909	(14,470)	0.3	(78,164)	71,274	
Incubator	0	0	0.0	0	0	0	0	0.0	0	0	0	0	0.0	0	0	0	0	0.0	0	0	
Innovation Programme	0	0	0.0	0	0	0	0	0.0	0	0	0	0	0.0	0	0	0	0	0.0	0	0	
Masters Course	848,700	(244,785)	1.0	(357,235)	123,090	869,918	(247,960)	1.0	(317,843)	152,058	891,665	(251,214)	1.0	(320,966)	159,743	913,957	(254,559)	1.0	(324,175)	167,616	
Networking & Engaget	0	(50,000)	1.0	(54,229)	(104,229)	0	(52,500)	1.0	(87,999)	(140,499)	0	(55,125)	1.0	(90,406)	(145,531)	0	(57,881)	1.0	(92,881)	(150,762)	
Policy Debates	0	(5,000)	0.1	(18,366)	(23,366)	0	(26,250)	0.5	(53,731)	(79,981)	0	(55,125)	1.0	(78,102)	(133,227)	0	(57,881)	1.0	(80,270)	(138,151)	
Public Lectures	120,000	(25,000)	0.5	(81,211)	13,779	247,200	(39,375)	0.8	(181,166)	26,659	381,924	(55,125)	1.0	(261,772)	65,027	524,509	(86,822)	1.5	(342,643)	95,044	
Research	0	(25,000)	0.5	(19,686)	(44,686)	0	(26,250)	0.5	(34,937)	(61,187)	0	(27,563)	0.5	(35,930)	(63,492)	0	(28,941)	0.5	(36,951)	(65,892)	
Schools programme	50,000	(25,000)	0.0	(32,900)	0	150,000	(52,500)	0.0	(95,166)	2,334	250,000	(55,125)	0.0	(154,291)	40,584	300,000	(86,822)	0.0	(192,291)	20,887	
Total programmes	2,213,957	(643,785)	7.9	(1,455,437)	(454)	3,121,067	(816,535)	9.5	(2,104,498)	47,977	3,801,018	(944,686)	11.3	(2,622,533)	74,056	4,108,562	(1,098,458)	12.8	(2,773,421)	69,066	
Enablers																					
Membership: Businesses	500,000	(75,000)	1.5	(49,200)	375,800	1,030,000	(157,500)	3.0	(100,368)	772,132	1,060,900	(165,375)	3.0	(102,375)	793,150	1,093,277	(173,644)	3.0	(104,423)	814,660	
Membership: Individuals	0	0	0.0	0	0	12,875	(26,250)	0.5	(10,683)	(24,058)	26,523	(27,669)	0.5	(16,333)	(17,373)	40,977	(28,941)	0.5	(22,372)	(10,335)	
Fundraising: Core Function	1,000,000	(130,000)	2.0	(41,600)	828,400	1,500,000	(189,000)	3.0	(53,448)	1,257,552	1,500,000	(198,450)	3.0	(54,517)	1,247,033	1,500,000	(208,373)	3.0	(55,607)	1,236,020	
Total enablers	1,500,000	(205,000)	3.5	(90,800)	1,204,200	2,542,875	(372,750)	6.5	(164,499)	2,005,626	2,587,423	(391,388)	6.5	(173,225)	2,022,810	2,633,704	(410,957)	6.5	(182,402)	2,040,345	
Overheads																					
Directorate & staff	0	(150,000)	2.0	(44,600)	(194,600)	0	(315,000)	4.0	(69,114)	(384,114)	0	(385,875)	5.0	(84,005)	(469,925)	0	(453,050)	6.0	(100,598)	(563,648)	
Finance & HR	0	0	0.0	(40,000)	(40,000)	0	0	0.0	(60,000)	(60,000)	0	0	0.0	(90,000)	(90,000)	0	0	0.0	(135,000)	(135,000)	
IT (Net of allocations to functions)	0	0	0.0	32,330	32,330	0	0	0.0	6,977	6,977	0	0	0.0	(206,229)	(206,229)	0	0	0.0	(207,613)	(10)	
Premises/facilities/space (net)	0	(150,000)	2.0	(52,270)	(202,270)	0	(315,000)	4.0	(122,138)	(437,138)	0	(385,875)	5.0	(380,279)	(766,154)	0	(463,050)	6.0	(443,211)	(906,261)	
Total Overheads	0	(150,000)	2.0	(52,270)	(202,270)	0	(315,000)	4.0	(122,138)	(437,138)	0	(385,875)	5.0	(380,279)	(766,154)	0	(463,050)	6.0	(443,211)	(906,261)	
Total CCCI	3,713,957	(988,785)	13.4	(1,598,507)	1,001,476	5,663,942	(1,504,285)	20.0	(2,391,134)	1,616,466	6,388,441	(1,721,949)	22.8	(3,176,037)	1,330,712	6,742,266	(1,972,465)	25.3	(3,399,034)	1,203,151	

The ambition of the CCCI would be to scale current activity and introduce further programmes. To achieve this, a certain level of fundraising would be required.

As outlined in the table above, within the first year the total amount required would be +£1m, this would increase to +£2m by the end of year four. This level of funding would allow the CCCI to engage in the full range of activities outlined in this document, ultimately the fundraising would provide the core staff and space to conduct these activities, be they employed by the Ri or Imperial.

This model also includes an assumption of the amount of membership fees as input, with an assumption of 10 corporate members in the first year, and 20 in years thereafter. However, we expect fundraising to be structured as a combination of substantive support for the core functions needed as well as founder membership fees. The balance between these inputs may change and the surplus shown in year 1 here is a buffer. Similarly, funders could choose to support individual activities, as is now the case with funders in Case 1 and for certain activities in Case 2 (e.g. the accelerator and other rows assume activity-level funding). This type of support will help drive the CCCI forward, but it is essential that we also have core costs to allow the CCCI to engage in activities that are not income generating and might not demonstrate tangible benefits directly to funders (e.g. connection to start ups etc.) that may be evident through other activities.

Each of the activities themselves here are built on an assumed level of output each year, and with a specific assumption about the potential for e.g. paid events ticketing, staffing costs etc. These assumptions require testing and refining over the coming year as we test some of them through both the ERDF funding (e.g. networking activities), collaboration with Ri (e.g. public-facing activities) and collaboration with Imperial College (e.g. Exec education offering).

For the avoidance of doubt, no activity over and above the base case will commence without external funding being committed and approval of the executive, and no capitalisation will be required from Imperial or the Ri.

Capital costs – no significant capital costs are envisaged

Risks

The table below outlines the risks associated with this business plan.

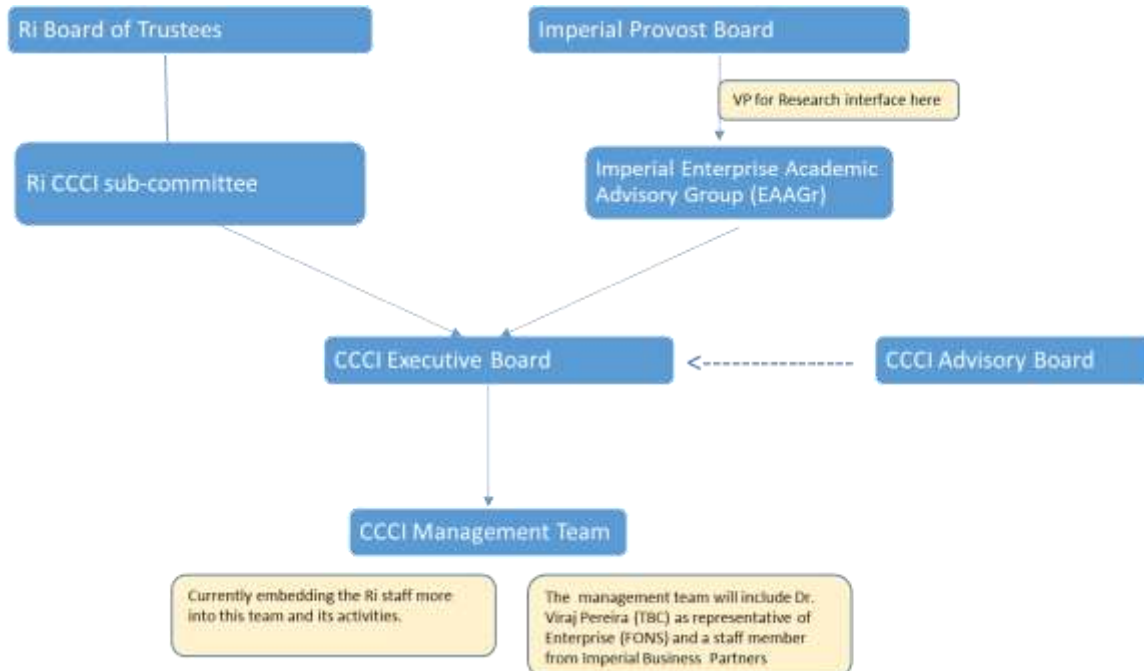
Risk	Main Risk holder	Quantification of risk	Mitigation approach
Reputational risk	Imperial and Ri	Loss of reputation by not delivering on collaboration goals announced in March 2021.	Already partly mitigated by ongoing activities and extensive recent successes from existing Greenhouse programme. Pilot activities in the ERDF programme can help ensure continued early delivery to end '24 that is already funded.

Fundraising	Imperial and Ri	Insufficient funds are raised to continue operations	Search for core fundraising now, while ERDF project is running. Start with warm leads. Work closely in collaboration between the fundraising experts.
Displacement of fundraising income	Imperial and Ri	<p>Donors or corporates may give money to CCCI instead of other Imperial or Ri projects.</p> <p>This should not be considered a problem as this is an Imperial initiative. We have already seen some Ri donors who were leaving completely, be attracted to stay in the Ri orbit by considering the CCCI.</p>	<p>Identify which funders are specifically interested in climate innovation, and be open about other Imperial or Ri opportunities in all conversations. Present CCCI as one opportunity amongst many. Ensure that business plan and approach to CCCI is sufficiently distinct from other Imperial and Ri activities.</p> <p>Work cooperatively with the home institutions (Imperial and Ri) to develop complementary fundraising plans. (This approach is currently in place and working well)</p>

Appendix 2 - Governance and Management Structure

Overview

The CCCI is a collaboration between Imperial and the Ri. The diagram below shows the governance structure of the CCCI (Executive Board membership is discussed below):



The CCCI will be managed jointly by the Ri and Imperial with a Management team carrying out the daily work of CCCI, and oversight and decision making by an Executive Board including annual approval of budgets and activities. Oversight of the Executive Board will be provided by the Grantham Institute at Imperial and the Ri CCCI sub-committee in the Ri. These bodies will consider how CCCI activities fit with other activities within Imperial and the Ri. An external Advisory Group including large donors as well as external actors with insight into the climate change innovation ecosystem may be created to provide external ideas and inputs to vision and will connect to the Executive Board.

Policy and processes shall be agreed for:

- approving the application and solicitation of funding and sponsorship and for the approval of receipt of such funds including due diligence processes, involving each Party separately as necessary, and split of contributions and/or funding between the Parties;
- procedures for public-facing events and communication.

The relationship between the CCCI and the Grantham Institute

The Grantham Institute is a global institute of Imperial College London. Its role is to bring together academic expertise across Imperial to help drive action and activity on climate change and the environment. The Grantham Institute undertakes five sets of activities to achieve its remit: research, training, informing, networking and innovation. The Centre for Climate Change Innovation (CCCI) is the Grantham Institute's flagship innovation activity. As such, the Director of the Centre for Climate Change Innovation will sit on the Grantham

Institute Management Board as the Director of Innovation. As set out above, one of the Co-Directors of the Grantham Institute sits on the Executive Board of the CCCI.

The CCCI will be the home for the Grantham Institute's activities on climate innovation, including direct innovation activity, as well as activities that fall within other aspects of the Grantham Institute's priorities, but has a climate innovation focus e.g. providing networking opportunities related to climate innovation, producing climate innovation-focused training, and policy-related information activities related to climate innovation.

There are a number of areas of activity, particularly the work on the schools programme and the public engagement programme at the CCCI that will also speak more broadly about climate change, not only about climate change innovation. This work will be carried out through direct connection to the communications staff at the Grantham Institute to ensure that programmes are complementary to other public talks and activities being carried out at the Grantham Institute. For the public engagement programme in particular, the Grantham Institute team are working directly with the Ri to devise an appropriate CCCI public engagement programme that identifies and targets the appropriate audience and is complementary to both organisations' existing programmes.

Importantly, there will not be duplication of activities between the Grantham institute and the CCCI. Coordination of activities will be ensured through the close working relationship at the level of the Executive Board, the Director of the CCCI and the CCCI management board, and operationally through direct links between the operational staff at the CCCI and the Grantham Institute communications manager. This level of coordination will not only avoid duplication but it will add impact, maximizing the collaboration with Grantham channels.

Management Team: *The CCCI* will be managed by individuals appointed by the Grantham Institute (GI) and Ri. These individuals will be responsible for the day-to-day running of *The CCCI*. As *The CCCI* is not a separate legal entity they will be employed by Imperial or the Ri as appropriate, the majority under external funding including grant funding or sponsorship (including HSBC and EDF). The Management Team will report to the Executive Board on at least a quarterly basis, highlighting progress and any risk or issues identified, and shall provide input and data for the Mid-Year and End-of-Year Reviews and annual budgeting.

Executive Board: Decision-making, including in relation to material expenditure and strategy, will be conducted by an Executive Board consisting of Ri and Imperial representatives. It shall make decisions on the necessary items proposed by the Management team. It will also take responsibility for long-term strategy and planning.

Executive Board Mandate

The **Executive Board** may establish other committees and workstreams as it deems appropriate to oversee the Activities on a day-to-day basis, such as a Fundraising working group.

Their main responsibilities shall include:

- Ensure the CCCI's strategy is aligned with Party expectations and commensurate with net-zero climate action.
- Review existing Activities annually including the Parties' respective roles and contributions, and the costs associated with this.
- Approval of budget as/if needed for the new projects

- Review the fundraising activities
- Agree the level of fees for different levels of ‘Membership’ and ‘Sponsorship’
- Provide comments and suggestions on risks, assess risk and acceptability of mitigations
- Oversee production of reports for submission to the Grantham Institute Management Board and Ri CCCI sub-committee. Such reports will be further shared with Imperial’s Provost’s Board and the Ri’s Board of Trustees to report on progress.
- Identify Imperial academics for research collaborations. In the event that there are no suitable Imperial experts, we would look to collaborate with others
- Authority to spend / commit funds, issue proposals etc
- Submit the annual budget for the next year to the Grantham Institute Management Board and Ri CCCI sub-committee for approval.

The Executive Board shall hold at least quarterly meetings to receive reports on the progress of projects and financial updates from the Management Team. Additionally, it will hold a Mid-year review meeting to evaluate overall performance in the first half of the year; and a Year-end review meeting to evaluate overall performance throughout the year and make plans for the next year, including the annual budget. These Reviews will report into the Imperial Enterprise Academic Advisory Group (EEAGr) and Ri CCCI sub-committee.

Imperial Enterprise Academic Advisory Group and Ri CCCI sub-committee of Trustees: Provide advice on strategic approaches and directions to aid in achieving long-term objectives. These bodies consist of Imperial and Ri Trustees who are not involved in CCCI and shall oversee how the Activities fit with other activities within Imperial and the Ri (e.g. the Accelerator and other accelerator programmes within Imperial). They shall receive reports for the annual review of the activities and shall conduct a formal review of the collaboration as detailed in Clause 3.2, reporting back to Ri Trustees and Imperial Provost’s Board.

Board Composition

Each of Imperial and the Ri shall each appoint three (3) representatives to serve on the **Executive Board**. The Parties’ nominated representatives will be finalised prior to the Effective Date but provisionally are as follows:

	Imperial members	Ri members
Executive Board	Co-Director Grantham Institute	Director of the Ri
Executive Board	Head of IPC (Natural Sciences)	Director of Science engagement
Executive Board	Imperial Academic carrying out research on climate action and solutions	One more TBD

It is not expected that there will be external representation on the Executive Board. If required a separate Advisory Board with external representation will be established. Each of the Parties shall have the responsibility to chair the meetings on a rotating basis, starting with Imperial.

If a representative of a Party is unable to represent such Party on single occasion, such Party may nominate an alternative representative who shall have the authority to do the same as if the

alternative representative was the representative at that meeting. Meetings will be minuted and actions logged centrally so that progress can be monitored by the Management Team.

Quorum and Voting

Any question, matter or issue to be decided at an **Executive Board** meeting shall be decided by a majority of votes, provided that at least one representative from each Party votes in favour of the decision. At least one member from each Party must be present for the meeting to be quorate and able to make decisions. The Chair shall not have a casting vote.

In the event of a divided vote the issue will be escalated as appropriate and ultimately to the Vice Provost for Research at Imperial and the Chair of the Board of Trustees at the Ri.

Advisory Group

There will be relationships with funders, sponsors and donors and mechanisms to work with these will be established as required (for example, a climate change chapter within the Imperial Business Partnership). Significant donors and other stakeholders may be considered to form an Advisory Group to input to the direction of *The CCCI* but shall not have formal governance powers.

Workstreams

The Management Team will deliver a range of workstreams. A joint fundraising team will comprise staff wholly or partially funded to support *The CCCI* including GI staff, (currently Richard Templer, Alyssa Gilbert and Ajay Kathrani at Imperial), Imperial funded staff (Advancement and Enterprise, currently Sarah Flew and Nik Pishavadia) and Ri funded staff (COO and Director of Fundraising, currently Michael de Crespigny and Rich Storton). Where staff move onto other roles, they will be replaced to maintain this institutional balance. The management team will be led by the CCCI Director, whose responsibilities are set out below

CCCI Director: Responsibilities

- Leadership of the CCCI
- Engagement with Imperial and Ri
- Engagement with CCCI collaborators and funders
- Responsible for delivering the CCCI strategic plan
- Leading fundraising and membership drive for CCCI
- Head of management team, responsible for reporting to the Executive Board
- Responsible for delivery of the work programme
- Budgetary management
- Lead on maintaining key relationships
- Staff management, team cohesion and collective values
- Monitoring and evaluation of success to inform future activities

Appendix 3: Data Protection

- 1** Definitions: Data Protection. Data Protection legislation means, while they remain in force, the Data Protection Act 2018, the UK-specific version of the General Data Protection Regulation known as the “UK GDPR”, as applicable and any other laws and regulations relating to the Processing of Personal Data and privacy which apply to a Party and, if applicable, the guidance and codes of practice issued by the UK Information Commissioner or other relevant data protection or supervisory authority. Personal Data means any personal data (as defined in the UK GDPR) Processed by either Party in connection with this Agreement, and for the purposes of this Agreement includes the special categories of sensitive personal data as listed in Article 9(1) of the GDPR as such Personal Data is more particularly described in Schedule B. Processing means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction (and Process and Processed should be construed accordingly).

Where both Parties determine the purpose of the Processing in respect of any Personal Data of employees or students, fixed term contractors, honorary appointees or visiting fellows (collectively **Staff**), which is Processed in the course of or for the purpose of the Activities, the provisions of this Schedule will apply.

1. Each of the Parties will be a Data Controller in relation to those Personal Data and will comply with the following in relation to any Personal Data which it Processes in connection with the Partnership Activities. Each Party will:
- 1.1 Process that Personal Data in accordance with the Data Protection Legislation, affording to Data Subjects such rights and protections as they have under the Data Protection Legislation;
 - 1.2 Process that Personal Data only for the purpose of carrying out the Partnership Activities;
 - 1.3 Take such technical and organisational measures as may be appropriate to ensure the security of that Personal Data (including by way of example and without limitation, the pseudonymisation and encryption of Personal Data, the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services and the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident). Without prejudice to the generality of the foregoing, each Party will keep that Personal Data secure from any unauthorised or accidental use, access, disclosure, damage, loss or destruction;
 - 1.4 Ensure that access to that Personal Data is limited to those of its employees, staff, officers and agents who need access to the Personal Data for the purposes of the Partnership Activities and will take reasonable steps to ensure the reliability of such persons which shall include ensuring that such persons understand the confidential nature of the Personal Data, have received appropriate training in data protection prior to their use of the Personal Data and have committed themselves to confidentiality or are under another

- appropriate legal obligation of confidentiality;
- 1.6 Give the other Party such information and assistance as it reasonably requires in order to enable the other Party to meet its obligations to Data Subjects, in particular, but without limitation, complying with Data Subjects' requests for access to, information about, and the rectification of, their Personal Data;
- 1.7 Notify the other Party immediately should it receive any request or enquiry from any Data Subject in relation to the Personal Data being Processed for the purpose of the Partnership Activities, and give the other Party such assistance in dealing with that request or enquiry as it may reasonably request;
- 1.8 Notify the other Party promptly upon becoming aware of any actual or suspected breach of security which involves that Personal Data or breach of this paragraph 1;
- 1.9 In respect of any Personal Data breach, notify the other Party of the Personal Data breach without undue delay (but in no event later than 24 hours after becoming aware of the Personal Data breach) and provide the other Party without undue delay (wherever possible, no later than 24 hours after becoming aware of the Personal Data breach) with such details as the other Party reasonably requires regarding the nature of the Personal Data breach (including the categories and approximate numbers of Data Subjects and protected data records concerned or likely to be concerned), any investigations into such Personal Data breach, the likely consequences of the Personal Data breach and any measures taken, or recommended, to address the Personal Data breach, including to mitigate its possible adverse effects) PROVIDED THAT, (without prejudice to the above obligations), if the Party notifying the breach cannot provide all these details within the timeframes set out above, it shall (before the end of such timeframes) provide the other Party with reasons for the delay and when it expects to be able to provide the relevant details (which may be phased), and give the other Party regular updates on these matters;
- 1.10 And will ensure that all persons acting on its behalf will, without delay, and in any event within 30 days, at the other Party's written request, either securely delete or securely return to the other Party all the Personal Data that the other Party has shared with it in such form as it reasonably requests after:
- (i) the expiry or termination of this Agreement; or
 - (ii) access to the Personal Data in question no longer being required for the purposes of the Partnership Activities; and
- securely delete existing copies (unless storage of any data is required by applicable law and, if so, it will inform the other Party of any such requirement);
- 1.11 Promptly (and in any event within two Business Days) inform the other Party if it receives a complaint or request relating to either Party's obligations under the Data Protection Legislation relevant to this Agreement, including any compensation claim from a Data Subject or any notice, investigation or other

action from any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering any Data Protection Legislation and provide the other Party with full details of such complaint or request; and

- 1.12 Not transfer that Personal Data outside the United Kingdom except as permitted in accordance with Data Protection Legislation. Notwithstanding the generality of this provision, the Parties acknowledge and agree that to the extent that Imperial transfers Personal Data to GI, it shall be transferring Personal Data outside the United Kingdom. In respect of such transfer, the Parties shall enter into the Standard Contractual Clauses (approved by the United Kingdom for such Controller-to-Controller transfers, as updated and/or amended from time to time), on the date of this Agreement, such clauses being incorporated into and forming part of this Agreement. In the event of a conflict between the terms of the Standard Contractual Clauses and the rest of this Agreement, the Standard Contractual Clauses shall take precedence. In addition to Standard Contract Clauses, the Parties will conduct a Data Transfer Impact Assessment to support the Parties' assertion that the transfer of Personal Data has appropriate safeguards in place to appease the findings of the Schrems II Judgement.
2. Each Party will allow the other Party at all reasonable times to inspect and review the steps being taken by it to comply with paragraph 1 above, and will give the other Party any assistance which it reasonably requires with that inspection and review.
 3. Details of the Processing activities (including the types of Personal Data that will be shared between the Parties) during the Term are set out in the Annex to this Schedule . Any shared Personal Data must not be irrelevant or excessive with regard to the purposes of the Partnership Activities.
 4. Without prejudice to any termination rights in this Agreement, if any Party is in breach of its obligations under paragraph 1, the other Party may suspend any sharing of Personal Data for the purposes of the Partnership Activities until the breach is remedied.
 5. All expressions in this Schedule beginning with a capital letter (and not defined elsewhere in this Agreement) have the meaning given to them in the Data Protection Legislation.
 6. The Parties will agree to any reasonable amendment to this Schedule to bring it into line with any amendment to or re-enactment of any Data Protection Legislation, , or to allow each of the Parties to comply with any requirement or recommendation of the Information Commissioner or any other data protection or supervisory authority in relation to the Processing of Personal Data.
 7. The provisions in this Schedule will continue in full force and effect for so long as a Party

is a Data Controller or shares any Personal Data of Staff with the other Party in connection with the Partnership, notwithstanding the expiry or termination of this Agreement.

8. Each Party (the **Indemnifier Party**) will indemnify the other Party (the **Indemnified Party**) and keep the Indemnified Party fully and effectively indemnified on demand against all costs, claims, fines, demands, expenses and liabilities of any nature made, imposed, or brought against the Indemnified Party and arising as a result of any breach by the Indemnifier Party of this Schedule.
9. The Indemnifier Party's liability to indemnify the Indemnified Party under clause 8 of this Schedule B, will be reduced proportionately to the extent that any fault of the Indemnified Party contributed to the relevant liability.
10. The Indemnified Party must take all reasonable steps to mitigate its loss.

1. Annex to Appendix 3 - DATA PROTECTION PARTICULARS

<p>The subject matter and duration of the Processing</p>	<p>Staff data Participant data Between 6 and 15 years (depending on type of data and legal requirements)</p>
<p>The nature and purpose of the Processing</p>	<p><i>Nature:</i></p> <ul style="list-style-type: none"> • Collection of data • Organisation of data • Adaptation of data • Storage of data
	<ul style="list-style-type: none"> • Consultation of data • Disclosure, dissemination or otherwise making available of data (between the Parties and with approved subcontractors) <p><i>Purposes:</i></p> <ul style="list-style-type: none"> • To meet legal requirements • For the purposes of the Activities • For organisational reporting purposes, such as internal financial reporting and external diversity reporting

<p>The type of Personal Data being Processed</p>	<p>Staff data, such as:</p> <ul style="list-style-type: none"> • Personal contact details such as name, addresses, telephone numbers, and personal email addresses. • Date of birth. • Gender. • Next of kin and emergency contact information. • National insurance number. • Bank account details, payroll records and tax status information. • Salary, leave entitlements, pension and benefits information. • Start and end date of employment or contract. • Location of employment or workplace. • Recruitment information (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process). • Employment records (including job titles, work history, working hours, training records and professional memberships). • Compensation history. • Performance information. • Disciplinary and grievance information. • Information about Data Subject's use of a Party's information and communications systems. • Photographs. • The following "special categories" of more sensitive personal data: Information about Data Subjects' (employee) health, including any medical condition, health, sickness, and vaccination records.
<p>The categories of Data Subjects</p>	<ul style="list-style-type: none"> • Staff, employees, fixed term contractors, students, honorary appointees, visiting fellows