

COLLABORATION AGREEMENT

**“E-FLEX - Real-world Energy Flexibility
through Electric Vehicle Energy
Trading”**

Project No. 5440

This Agreement is made as of the Effective Date.

Between

1. Cisco International Limited, registered in England and Wales (Company Number 06640658), having a principal place of business at 9-11 New Square Park, Bedfont Lakes, Feltham, TW14 8HA, United Kingdom ("**Cisco**");

And

2. CENEX (CENTRE OF EXCELLENCE FOR LOW CARBON AND FUEL CELL TECHNOLOGIES), a company limited by guarantee registered in England under number 05371158, whose registered office is at, Advanced Technology Innovation Centre, Oakwood Drive, Loughborough, Leicestershire, LE11 3QF, United Kingdom ("**CENEX**");

And

3. E-CAR CLUB LTD, registered in England and Wales (Company Number 07789666), whose registered office is at 29 Shand Street, London, SE1 2ES, United Kingdom ("**E-CAR**");

And

4. Greater London Authority, a statutory body, whose principal place of business is at City Hall, The Queens Walk, London, SE1 2AA, United Kingdom ("**GLA**");

And

5. Imperial College of Science Technology and Medicine, a university incorporated by Royal Charter in England and Wales (Company Number RC000231), whose administrative office is at Faculty Building, Exhibition Road, London, SW7 2AZ, United Kingdom ("**Imperial**");

And

6. NUVVE LTD, registered in England and Wales (Company Number 10732986), whose registered office is at 55 Baker Street, London, W1U 7EU, United Kingdom ("**NUVVE**");

And

7. Transport for London, a statutory body created by the Greater London Authority (GLA) Act 1999 with an address at 55 Broadway, London, SW1H 0BD, United Kingdom ("**TfL**").

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

WHEREAS:

- A. The Parties to this Agreement wish to collaborate on a research project entitled "E-FLEX - Real-world Energy Flexibility through Electric Vehicle Energy Trading" under the Innovate UK Innovation in Vehicle-to-Grid (V2G) Systems: Real-World Demonstrators competition for funding.
- B. Subject to the conclusion between the Parties of an agreement governing their collaboration, the Sponsor has announced its intention to make available a grant in respect of the Project, subject to the general terms and conditions of an Innovate UK grant award (which can be viewed on the GOV.UK website).

IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

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

Academic Parties	Means Imperial.
Affiliates	Means any entity directly or indirectly controlling or controlled by or in common control with such entity, where "control" is defined as the ownership of at least fifty percent (50%) of the equity or beneficial interests of such entity, or the right to vote for or appoint a majority of the board of directors or other governing body of such entity.
Background IPR	Means any IPR controlled or owned by any Party prior to the date of commencement of this Agreement or IPR generated by any of the Parties independently of the Project and controlled or owned by that Party or any IPR to which the Party has the necessary rights for the purpose of the Project.
Chairman	Means the chairman of the Project Steering Committee.
Contributions	Means the financial contributions as set out in the itemised budget contained in Schedule A and other non-financial contributions of the Parties including, without limitation, those set out in Schedule A.
Effective Date	Means the date of last signature of this Agreement.
IPR	Means any intellectual property rights of any description including but not limited to patents, copyrights, design rights (registered or unregistered), trademarks, know-how and database rights.
Lead Party	Means Cisco International Limited.
Monitoring Officer	Means the individual appointed by the Sponsor to monitor progress of the Project on behalf of the Sponsor.
Party or Parties	Means any one or more of the signatories to this Agreement.
Project	Means the project entitled " E-FLEX - Real-world Energy Flexibility through Electric Vehicle Energy Trading " to be undertaken by the Parties in accordance with the general terms and conditions of an Innovate UK grant award and the the Project Plan.
Project Manager	Means the individual designated from time to time as being responsible for the overall management of the Project pursuant to Clause 3.6.
Project Plan	Means the second level plan document identifying the aims, objectives and methodology of the Project and agreed with the Monitoring Officer at the start of the Project.
Resulting IPR	Means any IPR arising from and developed in the course of the Project by any of the Parties.
Sponsor	Means Innovate UK*.
Start Date	Means the date that the UKRI confirms that the Project can start and is on, or after, the date stipulated in the general terms and conditions of an Innovate UK grant award, or as otherwise mutually agreed between the Parties.

Steering Committee Means the individuals nominated by each of the Parties, pursuant to Clause 3 of this Agreement, in order to supervise the carrying out of the Project.

* In April 2018 changes will be made to the structure of the UK's research and innovation bodies (including Innovate UK). A new body corporate will be established under the Higher Education and Research Act 2017 that brings together the UK's 7 Research Councils, Innovate UK and a new organisation, Research England. This new body will be known as UK Research and Innovation (UKRI).

With the establishment of UKRI, Innovate UK (formerly the Technology Strategy Board) will cease to exist as a body corporate in its own right and will become a committee or 'Council' of UKRI. Innovate UK will continue to administer contract and grant funding and to manage the relationship with MSPs as a Council of UKRI. However, existing contracts awarded by Innovate UK under the DPS will be transferred to UKRI under a statutory transfer scheme and future contracts awarded under the DPS will be entered into by UKRI. More information is available from [the UKRI website](#).

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

1.2.1 References to the singular include the plural and vice versa.

1.2.2 References to words denoting any gender shall include all genders.

1.2.3 References to persons include companies, partnerships, government departments and agencies and all other forms of body corporate or unincorporate.

1.2.4 References to Clauses and Schedules are to Clauses of, and Schedules to, this Agreement.

1.2.5 References to laws and statutory provisions shall include reference to any subordinate legislation made pursuant thereto and shall be construed as referring to those laws, provisions and subordinate legislation as respectively amended or re-enacted from time to time.

1.2.6 The headings of this Agreement are for ease of reference only and are not part of this Agreement for the purposes of construction.

1.2.7 Any undertaking by a Party not to do an act or thing shall be deemed to include an undertaking not to permit or suffer such act or thing to be done by another person.

1.2.8 References to the Parties include their respective successors in title, permitted assigns and legal personal representatives.

1.3 The Schedules and Recitals form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and accordingly any reference to this Agreement includes the Schedule and Recitals.

1.4 In the event of any conflict between the terms of this Agreement and the general terms and conditions of an Innovate UK grant award then the the general terms and conditions of an Innovate UK grant award will prevail. Subject to the foregoing, this Agreement shall take precedence over any other agreement signed between the Parties relating to the subject matter hereof and over any other documents referred to herein.

2 PURPOSE AND SCOPE

2.1 The Project shall be undertaken at all times by the Parties in accordance with the general terms and conditions of an Innovate UK grant award.

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

3 PROJECT MANAGEMENT

- 3.1 Each Party shall appoint one individual to the Steering Committee. Each nominated individual (and any changes thereto) shall be notified in writing to the other Parties. In addition each Party shall be entitled, but not bound, to appoint an additional individual to the Steering Committee to act as an observer. An observer appointed in such a manner shall be entitled to attend, but not vote, at meetings of the Steering Committee.
- 3.2 All significant matters relating to the Project will be decided upon by the Steering Committee which shall also put in place any structure to manage the Project that it agrees.
- 3.3 The quorum for a meeting of the Steering Committee shall be not less than 50% of the Parties to this Agreement (or their proxies) at least one of whom must have been nominated by the Lead Party.
- 3.4 A dedicated representative from Cisco will be appointed as the Chairman or such other individual as the Parties may agree.
- 3.5 The Steering Committee will meet every three (3) months at venues to be agreed or at any time when reasonably considered necessary at the request of any of the Parties. Meetings will normally coincide with quarterly progress reporting and claim submission to the Sponsor. The Monitoring Officer will be invited to attend by the Chairman.

Meetings shall be convened with at least twenty-one (21) days' prior written notice, which notice shall include an agenda. Minutes of the meetings of the Steering Committee shall be drafted by the Chairman and transmitted to the Parties without delay and in any event within 15 days of the meeting. The minutes shall be considered as accepted by the Parties if, within thirty (30) days from receipt, no Party has objected in writing to the Project Manager. The Project Manager will manage the preparation of progress reports as required by the Sponsor and Monitoring Officer and a draft of each report will be circulated to each member of the Steering Committee along with the written notice for the relevant meeting.

Each Party shall, through one of its representative, have one vote in the Steering Committee. Decisions will be taken by a majority vote of a meeting of the Steering Committee except for those decisions specified in Clauses 6.1, 7.1, 11.1 and 12.1. In the event of a tied vote under this Clause, the Chairman shall have the casting vote.

- 3.6 The Steering Committee will appoint a Project Manager, which shall be a representative of Cisco.
- 3.7 The Project Manager will:
- 3.7.1 attend Steering Committee meetings at the request of the Chairman;
 - 3.7.2 be the primary contact for and with the Sponsor and Monitoring Officer;
 - 3.7.3 be responsible to the Steering Committee for the day-to-day management of the Project;
 - 3.7.4 be responsible for financial administration of the Project as required in the general terms and conditions of an Innovate UK grant award;
 - 3.7.5 be responsible for implementing decisions taken by the Steering Committee; and

- 3.7.6 monitor the progress of the Project with respect to milestones and deliverables.
- 3.8 The Steering Committee has the right to replace the Project Manager.

4 DURATION

This Agreement shall remain in full force and effect for the period of thirty (30) months from the Start Date unless terminated earlier in accordance with the provisions of Clause 7 or Clause 12.

5 RESPONSIBILITIES AND LIABILITIES

- 5.1 Each Party shall make its respective Contributions to the Project.
- 5.2 Each Party confirms that it will act in good faith when complying with its respective obligations under this Agreement.
- 5.3 In respect of Background IPR, Resulting IPR, information and/or materials supplied by one Party to another under this Agreement, the supplying Party shall be under no obligation or liability and no warranty condition or representation of any kind is made, given or to be implied as to the sufficiency, accuracy or fitness for purpose of such information or materials or, the absence of any infringement of any proprietary rights of third parties by the use of such information and materials and the recipient Party shall in any case be entirely responsible for the use to which it puts such information and materials. Notwithstanding the foregoing, no Party shall supply Background IPR to another Party under this Agreement in the knowledge that the use of the Background IPR by that Party will infringe the proprietary rights of any third parties.
- 5.4 Each Party shall comply with requests for information from the Monitoring Officer and make best endeavours to provide reports, grant claims and audits in a timely fashion.
- 5.5 Nothing in this Agreement limits or excludes the liability of any Party for:
 - 5.5.1 Personal injury or death resulting directly from the negligence of a Party;
 - 5.5.2 Fraud or fraudulent misrepresentation;
 - 5.5.3 A breach of section 13 (Confidentiality); or
 - 5.5.4 Any liability that cannot be limited or excluded under applicable law.
- 5.6 Subject to section 5.5 above, no Party shall be liable to another Party for:
 - 5.6.1 Any special, incidental, indirect or consequential damages;
 - 5.6.2 Loss of any of the following; profits, revenue, business, anticipated savings, opportunity, goodwill or reputation; or
 - 5.6.3 Lost or damaged data

In this section 5.6, references to 'loss' refers to any and all kinds of loss or damage including without limitation, any damages, fines, costs, charges or fees.
- 5.7 Subject to section 5.5 and 5.6 above, each Party's total liability shall not exceed a sum equivalent to the Contribution received by a Party under the Project.

This limitation of liability applies whether the claims are contract, tort (including negligence), misrepresentation or otherwise. This limitation of liability is in the aggregate and not per incident.

6 ADDITION OF NEW PARTIES

- 6.1 New parties may join the Project with the unanimous agreement of all Parties and the Sponsor, subject to Clause 6.2.
- 6.2 New parties shall be bound by the terms of this Agreement and such other conditions as the Steering Committee may specify. New Commercial Parties may be required to pay a sum towards the cost of the Project, the level of which will be determined by the Steering Committee. Factors determining such sum may include (without limitation) the future contribution of the new party and the benefit accruing to the new party on joining the Project.
- 6.3 Subject to Clause 6.1, each Party hereby gives Cisco the authority to admit a new party as a Party (and an additional Party to this Agreement) on behalf of each of the Parties during the term of this Agreement, on the terms of this clause. No new party shall be admitted as a Party to this Agreement unless and until it enters into an Accession Agreement (on the form set out in Schedule B hereto) which is approved and executed by Cisco. For the avoidance of doubt, Cisco has no authority to make any representation or commitment, or to incur any liability, on behalf of any other Party without that Party's express written consent.

7 WITHDRAWALS

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

8 FINANCIAL MANAGEMENT

- 8.1 The financial arrangements for the Project shall be overseen by the Steering Committee and shall be as set out in Schedule A.
- 8.2 Any Party receiving funds from the Sponsor which are due to another Party under the terms of this Agreement shall notify that Party of the receipt of said funds as soon as possible and in any event within thirty (30) days of receipt of said funds. The Party due the funds (the “**Recipient Party**”) shall invoice the Party that received the funds (the “**Paying Party**”) who shall then as soon as possible, and in any event within thirty (30) days of receipt of the invoice, transfer such funds to the Recipient Party.
- 8.3 Each Party shall provide the Project Manager with statements of Project spend against the headings used in the general terms and conditions of an Innovate UK grant award on a quarterly basis. The Project Manager will prepare and submit to the Steering Committee an up to date financial status report of the Project each quarter. The Parties acknowledge that the Project Manager cannot be held responsible for any inaccuracies in the information provided by the Parties.
- 8.4 The Party employing the Project Manager shall procure that the Project Manager shall permit an independent chartered or certified public accountant appointed by any Party, at the inspecting Party's expense to examine all books and records of the Project Manager relating to this Agreement provided: -
- 8.4.1 reasonable prior written notice is given to the Project Manager;
- 8.4.2 access is only required during normal working hours; and
- 8.4.3 the inspecting Party and the auditor shall keep and shall use all reasonable endeavours to procure that any representatives of it shall keep confidential any information that it may acquire in the exercise of its rights under this Clause.
- 8.5 Each Party acknowledges that under the terms of an Innovate UK grant award the Sponsor may require repayment of any funds paid. If any such request is made in writing by the Sponsor, then the Party to whom the request is made is responsible for the repayment of the funds.

9 IPR OWNERSHIP

- 9.1 Each Party shall promptly disclose in confidence to the other Parties all Resulting IPR during the term of this Agreement and all Parties shall co-operate, where required, in relation to the preparation and prosecution of patent applications and any other Resulting IPR applications, and in relation to any legal proceedings concerning such patents and patent applications and any other Resulting IPR applications.
- 9.2 Each Party shall own the Resulting IPR generated by it under the Project and shall be responsible for securing ownership of such Resulting IPR from its employees, students and other agents.
- 9.3 Subject to clause 7.3, nothing contained in this Agreement or any licence agreement pertaining to this Project shall affect the absolute and unfettered rights of each Party in all inventions, discoveries and intellectual property contained in its Background IPR and the provisions of clause 13 shall apply to all such Background IPR. For the avoidance of doubt, this Agreement does not transfer or assign the ownership of a Party's Background IPR to another Party.
- 9.4 Unless agreed otherwise, each Party shall take reasonable steps to undertake and continue at its expense the timely prosecution and maintenance of all Resulting IPR which is solely owned by that Party.

- 9.5 In the event that any of the Parties are jointly responsible for generating Resulting IPR such Resulting IPR shall be jointly owned by such Parties in accordance with the inventive contribution made by each Party to such Resulting IPR.
- 9.6 Joint owners of Resulting IPR shall agree between them on who shall be responsible for the timely prosecution and maintenance of all such Resulting IPR and the Party that is nominated to be so responsible shall be entitled to charge the other joint owners with a percentage of the costs of so doing as agreed between the joint owners. In the absence of any agreement to the contrary between joint owners the costs shall be equally shared.

10 USE OF IPR

- 10.1 Each Party grants to the other Parties (and their respective Affiliates) a non-exclusive, royalty-free licence to:
- 10.1.1 use its Resulting IPR for their own internal research and development purposes but not for the purposes of commercial exploitation or intellectual property rights protection; and
 - 10.1.2 subject to any existing third party obligations, use its Background IPR for the purpose of undertaking the Project.
- 10.2 In the event that any Party wishes to exploit commercially Resulting IPR owned by another Party, the owner of the Resulting IPR may grant to such Party, at its sole discretion, a non-exclusive licence to use such Resulting IPR for that purpose, subject to the agreement of appropriate terms in relation thereto, including a royalty and/or other appropriate form of remuneration which is fair and reasonable taking into consideration the respective financial and technical contributions of the Parties concerned to the development of the Resulting IPR, the expenses incurred in securing intellectual property protection thereof and the costs of its commercial exploitation and any use of Background IPR.
- 10.3 Each Party agrees (where it is free and reasonably able to do so) that it may grant a license on fair and reasonable terms to its Resulting IPR, and to any Background IPR that is necessary to enable such Party to exploit its own Resulting IPR, always subject to the obligations of confidentiality under Clause 13.
- 10.4 With regard to joint inventions, the Parties owning such inventions agree to co-operate fully in the protection of such joint inventions and each Party shall be entitled to make use of such joint inventions subject only to negotiating a licence in good faith from the other Party for its interest in such joint inventions on similar terms to those set out in clause 10.2.
- 10.5 Any disputes between the Parties regarding this Clause 10 shall be dealt with by following the dispute resolution procedures set out in Clause 21 below.
- 10.6 Except as otherwise permitted in this Agreement, a Party shall not (and shall not permit a third party to):
- 10.6.1 modify, decrypt or reverse engineer any of another Party's Background IPR or Resulting IPR; or
 - 10.6.2 sublicense or otherwise transfer any of another Party's Background IPR or Resulting IPR.

11 PUBLICATION AND ANNOUNCEMENTS

- 11.1 Subject to the provisions of Clauses 10 and 13 no Party shall disclose or publish information or Resulting IPR for the duration of the Project and for 3 (three) years thereafter without the consent of all the other Parties, such consent, subject to Clause 11.2, not to be unreasonably

withheld or delayed. Notwithstanding the foregoing, the Academic Parties shall be permitted to publish the Results of the Project which they have undertaken in accordance with normal academic practice, subject always to the provisions of Clauses 10 and 13, and providing such disclosure does not jeopardise any application for Resulting IPR protection by any Party or the successful exploitation of Resulting IPR. The Academic Parties shall submit the material proposed for publication to the Steering Committee. If any Party can reasonably demonstrate that such a disclosure contains material that would prejudice the value of its Background IPR and/or Resulting IPR, that Party shall inform the Project Manager in writing within 28 days of that Party receiving a copy of the proposed publication and in that event the disclosure shall be amended so as to meet the reasonable objections of that Party.

- 11.2 Subject to the provisions of Clause 10 where in the opinion of the Steering Committee a proposed publication contains patentable or commercially sensitive subject matter which needs protection then the Party proposing to publish may be requested to refrain from doing so for a maximum of nine (9) months in order to allow for application for patent protection in the name and at the cost of the relevant owner of the Resulting IPR. The provisions of Clause 10 shall apply in respect of any licence to such Resulting IPR.
- 11.3 Nothing contained in this Agreement shall prevent the submission of a thesis to examiners in accordance with the normal regulations of any Academic Parties subject where appropriate to such examiners being bound by conditions of confidentiality in no less terms than those outlined in Clause 13, nor to the placing of such thesis in the library of the relevant Academic Party. The other Parties, acting reasonably, may request that the thesis is held on restrictive access and not made publically available, to the extent, necessary for the protection of commercially sensitive information or applications for intellectual property protection, in accordance with the Academic Party's appropriate regulations.

12 TERMINATION

- 12.1 In addition to the remedies contained in Clause 7 (Withdrawals); in the event that any Party shall commit any breach of or default in any terms or conditions of this Agreement, the Steering Committee may decide by unanimous vote of the non-defaulting Parties to instruct the Chairman to serve written notice of such breach or default on the defaulting Party and in the event that such Party fails to remedy such default or breach within sixty (60) days after receipt of such written notice any of the Parties may, at their option and in addition to any other remedies which they may have at law or equity, remove the defaulting Party and continue with the Agreement or terminate this Agreement by sending notice of termination in writing to the other Parties to such effect. Any removal of the defaulting Party shall be effective as of the date of the receipt of such notice whereupon the provisions of Clause 7.3 shall apply to the defaulting Party.
- 12.2 If any Party (a) materially breaches any provisions of this Agreement; or (b) passes a resolution for its winding-up; or if (c) a court of competent jurisdiction makes an order for that Party's winding-up or dissolution; or makes an administration order in relation to that Party; or if any Party (e) appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Party; or (f) makes an arrangement or composition with its creditors generally; or (g) makes an application to a court of competent jurisdiction for protection from its creditors generally; the remaining members of the Steering Committee shall meet to either suspend or terminate that Party's involvement in the Steering Committee and the Project. Any removal of the defaulting Party shall be effective as of the date of the receipt of such notice whereupon the provisions of Clause 7.3 shall apply to the defaulting Party.
- 12.3 In the event that it is agreed by all the Parties that there is no longer valid reasons for continuing with the Project the Steering Committee may decide by unanimous vote to terminate this Agreement by sending notice of termination in writing to all the Parties to that effect.

13 CONFIDENTIALITY

- 13.1 For the purpose of this clause “**Confidential Information**” shall mean all information of a commercially sensitive nature including (but not limited to) specifications, drawings, circuit diagrams, tapes, discs and other computer readable media, documents, techniques and know-how which are disclosed by one Party to the other for use in or in connection with the Project (whether disclosed orally or in writing) and any other information clearly designated by a Party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential and is disclosed by one Party to the other for use in or in connection with the Project.
- 13.2 The Parties hereto agree to use all reasonable endeavours to ensure that any Confidential Information disclosed or submitted in writing or any other tangible form to one Party (“**Receiving Party**”) by the other (“**Disclosing Party**”) shall be treated with the same care and discretion to avoid disclosure as the Receiving Party uses with its own similar information which it does not wish to disclose. Any information disclosed orally that is identified by the Disclosing Party as Confidential Information shall be treated the same as if it had been reduced to writing at the time of disclosure to the Receiving Party.
- 13.3 The Receiving Party shall not:
- 13.3.1 during a period of seven (7) years after the termination of this Agreement, use any such Confidential Information for any purpose other than the carrying out of its obligations under this Agreement or other than in accordance with the terms of this Agreement; or
 - 13.3.2 copy, reproduce, reverse engineer, modify or otherwise record any Confidential Information without the prior written consent of the Disclosing Party except for the purpose of undertaking the Project.
- 13.4 The undertaking in Clause 13.3 above shall not apply to Confidential Information:
- 13.4.1 which, at the time of disclosure, has already been published or is otherwise in the public domain other than through breach of the terms of this Agreement;
 - 13.4.2 which, after disclosure to the Parties, is subsequently published or comes into the public domain by means other than an action or omission on the part of any of the Parties;
 - 13.4.3 which a Party can demonstrate was known to him or subsequently independently developed by him and not acquired as a result of membership of the Steering Committee, nor using, derived from, referring to or in any way relates to the Confidential Information;
 - 13.4.4 lawfully acquired from third parties who had a right to disclose it with no obligations of confidentiality to any of the Parties; or
 - 13.4.5 is required to be disclosed by applicable law or court order or by any Party's regulatory body, which is empowered by Statute or Statutory Instrument, but only to the extent of such disclosure and the Receiving Party shall notify the Disclosing Party promptly of any such request .
- 13.5 Nothing in this Agreement will prohibit a Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that such party does not violate any of its obligations under this Agreement in connection with such development.
- 13.6 A Party breaching the obligation of confidentiality may be required by the other Parties to withdraw from the Project and will be subject to the conditions of Clauses 7 and 12 above.

13.7 Staff and students (if any) and any agents, consultants or sub-contractors engaged to work on the Project will be subject to the principles of confidentiality outlined in this Clause 13.

13.8 On termination of this Agreement, each Party shall:

13.8.1 return to the other Party, or destroy, all documents and materials (and any copies) containing, reflecting, incorporating or based on the Confidential Information of those other Parties, unless agreed otherwise with the Disclosing Party; and

13.8.2 erase all Confidential Information of the other Party from computer and communications systems and devices used by it, including such systems and data storage systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable) unless agreed otherwise with the Disclosing Party.

Provided that a Receiving Party may retain documents and materials containing, reflecting, incorporating or based on another Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.

13.9 Nothing in this Clause 13 will prohibit a Party from seeking injunctive relief in the event of any threatened or actual breach of a Party's Confidential Information.

14 DISCLAIMER

14.1 Each Party undertakes to use reasonable endeavours to ensure that its work on the Project is carried out in accordance with accepted professional and scientific principles and standards but makes no representation or warranty that any Resulting IPR will be fit for any particular purpose, and accepts no responsibility for any use which may be made of any Resulting IPR, materials, information, apparatus, method or process arising from its work or otherwise supplied to or to which a Party gains access.

14.2 It is therefore agreed that any Party utilising such Resulting IPR, materials, information, apparatus, method or process is fully responsible and liable for any subsequent loss, costs, claims and demands arising from that use, unless such loss, costs, claims and demands arise out of the default or negligence on the part of the supplying Party.

15 NOT USED

16 FORCE MAJEURE

16.1 Except for payment of money due, a Party shall not be liable for failure to perform its obligations under this Agreement, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party.

16.2 If a Party affected by such an occurrence causes a delay of three months or more, and if such delay may reasonably be anticipated to continue, then the Parties shall, in consultation with the Sponsor discuss whether continuation of the Project is viable, or whether the Project and this Agreement should be terminated.

17 NON-ASSIGNMENT

This Agreement or any of the rights or obligations hereunder may not be assigned or otherwise transferred or sub-contracted by any Party other than to their respective Affiliates (or in the case of

Imperial, assignment of its intellectual property rights to its technology transfer partner), in whole or in part, without the express prior written consent of the other Parties and the Sponsor.

18 CONTINUING OBLIGATIONS

The provisions of Clauses 9 (IPR Ownership), 10, (Use of IPR) 11, (Publication and Announcements), 12 (Termination), 13 (Confidentiality), 14 (Disclaimer), 18 (Governing Law), and 21 (Dispute Resolution) shall survive termination of this Agreement.

19 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with English Law and each Party agrees (subject to Clauses 9.1 and 21) to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising under this Agreement.

20 NO PARTNERSHIP

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

21 DISPUTE RESOLUTION

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

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

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

21.2 If the Steering Committee is unable to select a mutually agreeable mediator or can not agree on the forum in which any dispute is to be held within sixty (60) days of a dispute being notified to the Steering Committee, then the provisions of Clause 21.1.2 shall apply.

22 ENTIRE AGREEMENT

This Agreement and its Schedules, which are incorporated into and form part of this Agreement, constitutes the entire Agreement between the Parties with regard to the Project. Any variation to this Agreement shall be in writing and signed by authorised signatories for all Parties. Material changes may not be implemented without the prior agreement of the Sponsor.

23 NOTICES

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

- a. Cisco for the attention of Peter Shearman, pshearman@cisco.com;
- b. CENEX for the attention of Robert Evans, robert.evans@cenex.co.uk;
- c. E-CAR for the attention of Russell Ferner, russell.fenner@ecarclub.co.uk;
- d. GLA for the attention of Daniel Barrett, daniel.barrett@london.gov.uk;
- e. Imperial for the attention of Christian Wright, researchcontracts@imperial.ac.uk;
- f. NUVVE for the attention of Erik van Kaathoven, erik@nuvve.com;
- g. TfL for the attention of Mark Poulton, markpoulton@tfl.gov.uk.

24 COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument. A validly executed counterpart that is delivered by one Party to another via electronic transmission (a “**Counterpart Image**”) shall be valid and binding to the same extent as one delivered physically, provided that the valid signature is clearly visible in the Counterpart Image. If a Party delivers a Counterpart Image in place of an originally executed counterpart, such party shall retain the originally-executed counterpart in its files for at least the duration of this Agreement.

25 MISCELLANEOUS

- 25.1 No Party or Parties shall hold another liable for any damages, dispute or injury arising during the undertaking of the Project unless caused by the negligence of an employee, student or agent of that Party or Parties. Neither shall any Party be liable to another for indirect or consequential loss or damage arising from their use of the results of the Project.
- 25.2 If any part or any provision of this Agreement shall to any extent prove invalid or unenforceable in law, including the laws of the European Union, the remainder of such provision and all other provisions of this Agreement shall remain valid and enforceable to the fullest extent permissible by law, and such provision shall be deemed to be omitted from this Agreement to the extent of such invalidity or unenforceability. The remainder of this Agreement shall continue in full force and effect and the Parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid, legal and enforceable provision which has an effect as close as possible to the provision or terms being replaced.
- 25.3 No failure to exercise or delay in the exercise of any right or remedy which any Party may have under this Agreement or in connection with this Agreement shall operate as a waiver thereof, and nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or of any other such right or remedy.
- 25.4 Not used.
- 25.5 Except as otherwise expressly provided for herein, the Parties confirm that nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement for the purposes of Contracts (Rights of Third Parties) Act 1999.

25.6 This Agreement is not intended to establish, and shall not be construed by a Party in the future as having established, any form of business partnership between themselves. Moreover, no Party shall use the another Party's name, crest, logo or registered image for any purpose without the express permission of the other Party.

26 SIGNATURES

The Parties have caused this Agreement to be duly executed. Each Party represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorised to execute this Agreement.

EXECUTED by the Parties

SIGNED BY:

For and on behalf of **Cisco International Limited**

Name:

Position:

Date:

SIGNED BY:

For and on behalf of **CENEX (CENTRE OF EXCELLENCE FOR LOW CARBON AND FUEL CELL TECHNOLOGIES)**

Name:

Position:

Date:

SIGNED BY:

For and on behalf of **E-CAR CLUB LTD**

Name:

Position:

Date:

SIGNED BY:

For and on behalf of **Greater London Authority**

Name:

Position:

Date:

SIGNED BY:

For and on behalf of **Imperial College of Science Technology and Medicine**

Name:

Position:

Date:

SIGNED BY:

For and on behalf of **NUVVE LTD**

Name:

Position:

Date:

SIGNED BY:

For and on behalf of **Transport for London**

Name:

Position:

Date:

Schedule A

Budget

Partner	Contribution	Grant	Total
Cisco International Limited	£ 997,125	£ 997,125	£ 1,994,250
CENEX	£ -	£ 250,339	£ 250,339
E-CAR CLUB LTD	£ 180,333	£ 180,333	£ 360,666
Greater London Authority	£ -	£ 384,651	£ 384,651
Imperial College London	£ -	£ 419,960	£ 419,960
NUVVE LTD	£ 448,813	£ 1,047,231	£ 1,496,044
Transport for London	£ -	£ 385,000	£ 385,000
Total	£ 1,626,271	£ 3,664,639	£ 5,290,910

Schedule B

Accession Agreement

This Accession Agreement (the “**Agreement**”) is made on the date of last signature below (the “**Effective Date**”) between Cisco International Limited, registered in England and Wales (Company Number 06640658), having a principal place of business at 9-11 New Square Park, Bedfont Lakes, Feltham, TW14 8HA, United Kingdom (“**Cisco**”); and [ORGANISATION/COMPANY NAME], registered in England and Wales (Company Number [INSERT]), whose registered office is at [INSERT ADDRESS] (“**Company**”).

Whereas:

1. Cisco, CENEX (CENTRE OF EXCELLENCE FOR LOW CARBON AND FUEL CELL TECHNOLOGIES), E-CAR CLUB LTD, Greater London Authority, Imperial College of Science Technology and Medicine, NUVVE LTD, Transport for London are parties to a Collaboration Agreement dated the DD MM YYYY (the “**Collaboration Agreement**”).
2. The parties to the Collaboration Agreement are collaborating on a research project entitled "E-FLEX - Real-world Energy Flexibility through Electric Vehicle Energy Trading" under the Innovate UK Innovation in Vehicle-to-Grid (V2G) Systems: Real-World Demonstrators competition for funding (the “**Project**”).

It is hereby agreed as follows:

- A. Company, by signature of this Agreement and in consideration of its involvement in the Project from the Effective Date:
 - i. Consents to become a Party to the Collaboration Agreement;
 - ii. Accepts all terms and conditions of the Collaboration Agreement including its rights and obligations thereunder; and
 - iii. Agrees to be bound by the Collaboration Agreement as if it were an original Party to that Collaboration Agreement.
- B. By signature of this Agreement, Cisco, on behalf of the parties to the Collaboration Agreement, hereby confirms that with effect from the date hereof:
 - i. It has approved the accession of Company as a Party to the Collaboration Agreement, subject to the following terms and conditions:
 - a. [Insert special conditions (if any) here]
 - and
 - ii. Company shall be entitled to have the rights and enjoy the benefits of the Collaboration Agreement with effect from the Effective Date as if it were an original Party to the Collaboration Agreement.
- C. General:
 - i. The notice details for Company are as follows:
 - a. Contact Name: [insert]
 - b. Address: [insert]
 - c. Email: [insert]
 - d. Telephone: [insert]
 - ii. Except as otherwise set forth herein, this Agreement shall be subject to the terms and

conditions set forth in the Collaboration Agreement.

- iii. Any terms not defined in this Agreement shall have the meaning stated in the Collaboration Agreement. Except as modified by this Agreement, all terms and conditions of the Collaboration Agreement shall remain in full force and effect and save as specifically set out herein, the terms and conditions of the Collaboration Agreement shall apply to Company as if Company was a signatory thereto. In the event of a conflict between the terms and conditions of this Agreement and any terms and conditions of the Collaboration Agreement, this Agreement will prevail with regard to the subject matter herein.
- iv. This Agreement and the Collaboration Agreement are the complete agreements between the parties and supercede all prior oral and written agreements, representations, warranties and commitments of the parties regarding subject matter herein.

Each party, as evidenced by the signature below by its authorized representative, acknowledges that it has read and agrees to this Agreement in its entirety.

[Organisation/Company Name]

Cisco International Limited

("Company")

("Cisco")

Authorised Signature

Authorised Signature

Print Name

Print Name

Title

Title

Date

Date