
MEMORANDUM OF UNDERSTANDING (“MOU”)

RELATED TO

OXFORDSHIRE LOCAL AREA ENERGY PROGRAMME (“OxLAEP”)

Memorandum of Understanding dated: 5 August 2025

BETWEEN:

- (1) Oxfordshire County Council (OCC)
- (2) Oxford City Council (OCiC)
- (3) Cherwell District Council (CDC)
- (4) South Oxfordshire District Council (SODC)
- (5) Vale of the White Horse District Council (VOWHDC)
- (6) West Oxfordshire District Council (WODC)

Each known as “**Party**” and together as “**Parties**”. OCiC, CDC, SODC, VOWHDC and WODC are the “**Districts**”.

Not party of this MOU, but will assist in the delivery of the OxLAEP Programme:

- a. Scottish and Southern Electricity Networks
- b. UK Power Networks
- c. National Grid Electricity Distribution
- d. Low Carbon Hub
- e. Oxfordshire Local Enterprise Partnership
- f. Greater Southeast Net Zero Hub
- g. Southern Gas Network
- h. National Energy System Operator
- i. National Grid Electricity Transmission
- j. Oxfordshire Leaders Joint Committee (OLJC)
- k. And such other persons or bodies as the Parties may ask to assist in the delivery of the OxLAEP Programme

1. KEY DEFINITIONS:

CAPZero: Community Action Plan for Zero Carbon Energy. It is a project that collaborates with local communities to implement specific, highly localised energy system interventions and develop action plans.

Consultant: the successful OxLAEP consultant: Ove Arup & Partners Ltd.

Contract: the consultancy contract dated 22 April 2025 with the Consultant.

DFES: Distribution Future Energy Scenarios. (A key component of the strategic planning process for distribution system operators.

DNO: Distribution Network Operator. Companies licensed by Ofgem that own and operate the network of cables, transformers and towers that bring electricity from the national transmission network to businesses and homes.

DSO: Distribution System Operator. Part of the DNO structure, DSOs are responsible for managing the flow of electricity across their region, making sure supply meets demand.

EPWG: Energy Planning Working Group (see Appendix 5: Membership of ESB and EPWG).

ESB: Executive Steering Board (see Appendix 5: Membership of ESB and EPWG).

ESC: Energy Systems Catapult. An independent research and technology organisation, launched by Innovate UK, to accelerate net zero energy innovation. Developed the concept and process of local area energy plans.

Governance and Programme Structure: Refer to Appendix 6 for further details.

Green Finance Strategy: In the context of the LAEP programme, this strategy is referred to as the Green Investment Prospectus. It represents a countywide green investment pipeline and prospectus developed by Enterprise Oxfordshire to showcase green investment opportunities within the county.

Hyper Local LAEPs: A stakeholder coordinated spatial local area energy plan that models specific, highly local energy system interventions against the local energy system.

IDNO: Independent Distribution Network Operator. The same as a DNO, but they do not have a specific geographical area.

Internal Advisors: local government officers from departments identified in Appendix 1: OxLAEP Business Case – page 37 (Section 5.5: Use of Specialist Advisers).

LAEP: Local Area Energy Plan. A data and stakeholder driven, spatial plan that sets out the route to net zero across the energy vectors.

LAEP+: AITL (Advanced Infrastructure Technologies Limited) digital underpinning of the YLNZH (Your local Net Zero Hub) and LENZA (Local Energy Net Zero Accelerator) platforms, which are geospatial tools to create and maintain digital LAEPs.

LAs: Local Authority(ies)

OxLAEP Programme/Programme: the scope of this is included in appendix 2. It has three distinct phases (Phase 1, Phase2, Phase 3 as defined in this clause at Figure 2).

Oxon LAs: Local Authorities in Oxfordshire

Partners: The Parties, the Consultant and the Energy Planning Working Group (EPWG) and Energy Planning Executive Steering Board (ESB)

RESP: Regional Energy Strategic Planning

SSEs: Scottish and Southern Electricity Networks

Stage Gate: the Stage Gate separates the Phases of the OxLAEP Programme.

WS1: Work Stream One – LAE Plans. The production of the Local Area Energy Plans (LAEP) by the Consultant as summarised in Figure 1 below and set out in section 3 below.

WS2: Work Stream Two – LAEP Function. The establishment of dedicated capability within the Parties to deliver LAEPs long term as summarised in Figure 1 below and set out in section 3 below.

FIGURE 1

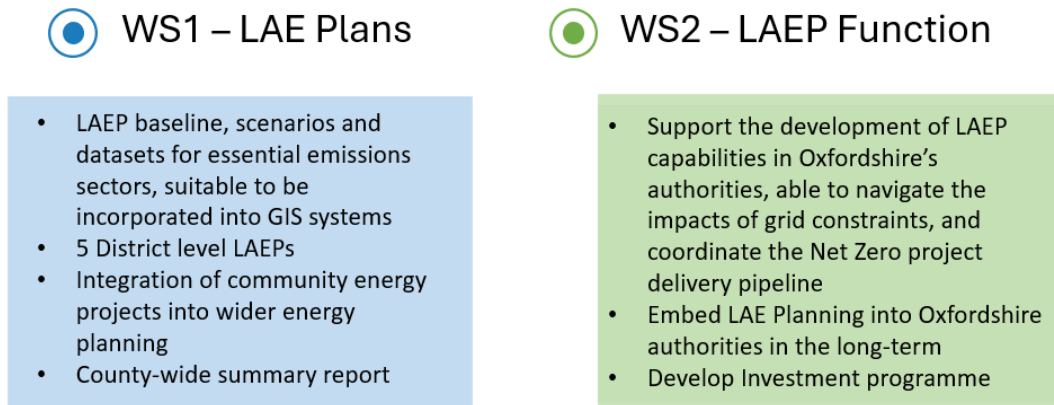
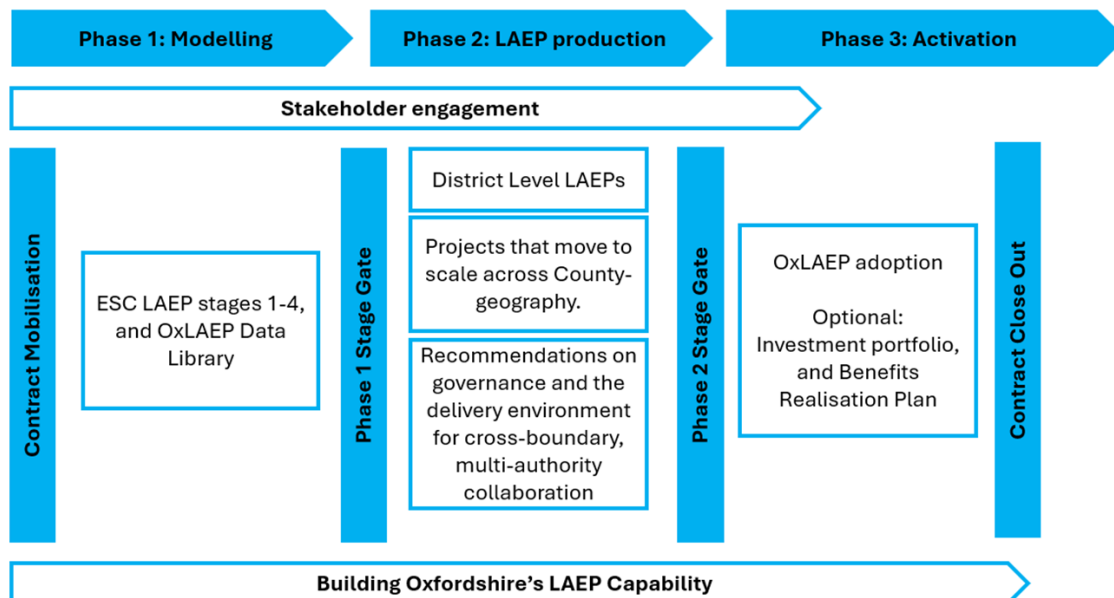


FIGURE 2



2. MOU SCOPE:

2.1 The Parties wish to collaborate with each other on the OxLAEP and record the basis on which they intend to collaborate. This ‘MoU’ sets out:

2.1.1 The nature and key objectives of the WS1(LAE Plans) and WS2 (LAEP Function) as set out at section 3 of this MOU;

2.1.2 The principles of collaboration and governance structures the Parties will put in place;

2.1.3 The respective roles and responsibilities that Parties will have during the OxLAEP Programme.

2.2 This MOU is not legally binding, and it is not intended to be legally binding between the Parties, and no liabilities will be incurred by entering into this MOU.

3. NATURE AND OBJECTIVES OF OxLAEP PROGRAMME

3.1. Oxfordshire's net zero, climate adaptation, community wellbeing and economic growth ambitions are increasingly at risk from lack of local electric network capacity, and investment and skills are poorly aligned with local need. To improve this situation, the OJLC has committed to deliver the 24 months' OxLAEP Programme, across three Programme Phases, to deliver the following benefits:

SMART Objectives – how we will measure the success of the Programme			
No.		Target(s) within project window (24 months)	Project Outcome(s)
1	<p>Realise NetZero in the most effective way: Oxfordshire LAs and local stakeholders have a clear, spatially specific pathway (action plan and project pipeline) to achieve their locally mandated decarbonisation targets, and the capability and tools to review and adjust this pipeline as needed and engage stakeholders appropriately.</p>	<p>OxLAEP has identified projects that are spatially specific, and have the potential to achieve full decarbonization, at a pace that is aligned with local net zero and Local Plan Targets.</p> <p>The OxLAEP business-as-usual function has been defined and approved, with clear roles and responsibilities for all OxLAEP partners, underpinned by a sustainable business case.</p>	<p>Carbon budgets are achieved and LAs are on the correct pathway to next zero in line with local mandates.</p> <p>LAs know where and when to target decarbonization projects across a range of relevant emissions sectors, including smart flex.</p> <p>LAs have tools available to deliver LAEPs in business-as-usual activities and engage stakeholders, the in-house skills to use the tools, and are clear about costs of the work and options available to them to fund this work.</p>
2	<p>Reduction of Grid Constraints: DNOs have sufficient visibility of local decarbonization pathways and local development plans and can evidence how this data is used to improve the provision of capacity through grid infrastructure upgrades and flexibility solutions.</p> <p>LAs responded to DFES process is consistent, and workload for authorities from response requirement is reduced.</p> <p>Project submission through DSO digital platforms can contribute meaningful demand data into the DFES process.</p> <p>Capacity constraints and constraint forecasts are visible through readily available data tools, enabling strategic positioning of development projects in areas where capacity is available.</p>	<p>All Oxon LAs respond to 2024 and 2025 DFES process;</p> <p>DFES response takes no more than 2 officer days per district to complete;</p> <p>DFES scenario applied to Oxfordshire is aligned with local net zero mandate.</p> <p>DFES process is transparent on how LA responses have been considered in 2024 and 2025 network development planning decisions.</p>	<p>Number of connection requests that cannot secure the requested capacity within 2 years are reduced by X% over Y years (metrics to be determined as part of the OxLAEP delivery/evaluation and monitoring).</p> <p>DNOs are provided with demand data through the DFES process and LAEP platforms and can evidence how responses have informed infrastructure investment decisions.</p>

	<p>The role of transmission network level and independent DNO and private wire connections is clear to all parties, and national grid, iDNOs and private wire providers are fully integrated into the OxLAEP process.</p>	<p>Tools providing capacity constraint insights and forecasts are available throughout the full 24-month project window, and a long-term plan and business case to enable access to 2030 is delivered as part of the LAEP function.</p>	<p>iDNO and private wire demand and constraint impacts are visible within digital LAEP tools.</p> <p>Authorities are equipped to respond to DFES timely and accurately.</p> <p>DFES scenario applied to Oxfordshire reflects local political mandates. LAs and key stakeholders have long-term visibility of constraints and constraint forecasts.</p>
3	<p>Planning opportunities:</p> <p>Local plans and neighbourhood Plans are more effective and more likely to be realised. Planning officers are confident in navigating energy capacity as a design consideration in their daily work, without having to default to a reduction in net zero solutions.</p> <p>LAEP Action Plans are making use of planning tools such as neighbourhood plans, infrastructure development plans or local development orders, to support delivery of the LAEP and local plan project pipelines.</p>	<p>70% of planning officers are confident in considering energy capacity in their daily work.</p> <p>Each authority has ≥ 2 planning officers that are fully trained in the use of all digital local LAEP platforms.</p> <p>100% of LAEP action plans and 100% of LAEP projects are considering planning constraints and opportunities as part of the viability assessment.</p>	<p>Planning officers are clear on how LAEP can inform local plans and neighbourhood plans.</p> <p>LAEP action plans and pipeline projects are integrated into strategic planning tools.</p> <p>Planning officers know if and how energy capacity can be a material consideration and are confident to implement and apply this.</p>
4	<p>Equitable LAEPs:</p> <p>LAEPs enable active balancing of Council priorities in line with political mandates. For example, ensuring that climate mitigation projects protecting those most vulnerable to climate change are identified and added to the project pipeline.</p>	<p>Census deprivation and fuel poverty data is available as a data layer for 100% of LAEP platforms.</p> <p>100% of LAEP action plans and 100% of LAEP projects include an equality impact assessment, drawing on the above datasets, and considering climate vulnerability.</p> <p>Training for digital LAEP tools and energy capacity literacy training is being offered to all data analysts employed by Oxon LAs, and ≥ 1 officer in any department that delivers projects or policy with an energy footprint.</p>	<p>Each authority will nominate a LAEP data lead officer, to offer support and capacity literacy training within their organization.</p> <p>Project boards include capacity and equitable energy access in their project appraisals.</p> <p>Climate vulnerability is a standard dataset in the OxLAEP, or a clear pathway to include this data has been determined and committed.</p>

		A minimum of 4 out of 6 authorities implement capacity and equitable energy access as a consideration in their project approval processes.	
5	OxLAEP will enable increased investment into local and regional projects and better investment coverage of harder-to-fund projects through portfolio bundling	The production of an investment prospectus for OxLAEP projects. Training on net zero project financing for 1 officer in each Oxfordshire LA. The Executive Steering Board (ESB) terms of reference are amended to cover investment.	LAEP projects have a clear delivery pathway via link with emerging Green Finance Strategy for the county. Project financing expertise available to all Oxon LAs.
6	Regional Energy System Planning (RESP) is more responsive to local needs, interests, and opportunities, better reflects local political mandates.	RESP representative is a member of the EPWG and ESP and business-as-usual iterations of these boards, or OxLAEP is represented in RESP governance.	OxLAEP partners have a clear understanding on how RESP and LAEPs interface and support each other. Local Mandates are not undermined through RESP. Active working forums exist, or a clear pathway to set up such forums is in place. RESP has an up to date and clear view of local demands and a test process to ensure these are incorporate into SSENs strategic planning.
7	Supporting hyper-local LAEPs and local stewardship	District-level energy plans incorporate hyper-local LAEPs (e.g. neighbourhood or primary substation scale), co-developed with local stakeholders and aligned to community needs.	Hyper-local LAEPs, where they exist, are embedded within district-level energy planning through participatory processes, ensuring alignment with the wider OxLAEP and local community needs. Local stewardship is strengthened through inclusive engagement, and tools like LENZA support hyper-local modelling and scenario exploration.

3.2 All Parties shall commit to fully participate in Phase 1 of the Programme. At either Stage Gate the Districts can choose to reassess and reduce, defer or terminate their involvement for the subsequent Phase,

if so wished (see Figure 2).

3.3. The Parties shall endeavor to achieve the objectives set out in 3.1 above.

3.4 This MOU will be reviewed at each Stage Gate. If the Parties agree to a change that impacts this MOU during the Programme, this change will be reflected by amendment to the MOU. Any changes will need to be agreed by all Parties.

4. PRINCIPLES OF COLLABORATION WHICH ALL PARTIES SHALL ENDEAVOR TO FOLLOW:

4.1	Collaborate and co-operate	Adhere to the governance and Programme structure set out in this MOU to ensure that activities are delivered and actions taken as required.
4.2	Be respectful	Respect the political autonomy of each Party. Acknowledge that full agreement may not always be achievable but support each other to navigate disagreements professionally through risk and issue management, making use of the scope change procedures outlined in the full business case if required.
4.3	Act in good faith	To support achievement of the Programme and compliance with this MOU.
4.4	Deploy appropriate resources	Ensure sufficient and appropriately qualified resources are available and authorized to try and deliver the outcomes set out in this MOU.
4.5	Be accountable	Take on, manage, and account to each other for performance of the respective roles and responsibilities set out in this MOU
4.6	Act in a timely manner	Recognise the time-critical nature of the Programme and respond accordingly to requests for support.
4.7	Engage stakeholders effectively	Ensure that the Programme is presented coherently and effectively to stakeholders.
4.8	Adhere to statutory requirements and best practice	Comply with applicable laws and standards including procurement rules, data protection, freedom of information legislation, and statutory codes of practice.
4.9	Be open and positive	Communicate openly about major concerns, issues or opportunities relating to the Programme. Behave in a positive and proactive manner.
4.10	Learn, develop, and seek to achieve full potential	Share information, experience, material and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost.

5. PROGRAMME GOVERNANCE

5.1 The Programme is governed by OxLAEP governance, as established under OLJC, to provide the strategic direction and operational resource necessary to agree and then deliver the OxLAEP Programme. The governance structure comprises a strategic level Executive Steering Board (“ESB”) and an operational

level Energy Planning Working Group ("EPWG") (see Appendix 6: Governance and Programme Structure).

- 5.2 Programme scope change and escalation route will be through EPWG that issues the recommendations and then, a decision is taken by ESB. Partners endeavor to ensure that ESB board members are empowered to take the decisions within the Programme scope and OLJC funding. It is the responsibility of each Party to ensure that appropriate delegated authorities and approvals, if required, are in place. (See Appendix 1: OxLAEP Business Case.)
- 5.3 Where the scope change requires a Contract change, the Contract change process set out in the Contract will be followed.
- 5.4 All Parties will endeavor to support the Consultant in the delivery of the Contract to the best of their ability within the constraints of the scope and business case, and the terms of the Contract.

6. FUNDING

- 6.1 OLJC has allocated £600,000 (the OxLAEP Budget) for the delivery of the OxLAEP Programme. The Parties agreed that will be spent in line with the OxLAEP business case (see Appendix 1 – OxLAEP business case). £576,738.24 will be allocated to the Consultant for the delivery under the Contract.
- 6.2 The OxLAEP Budget will be held and administered by OCC and can be deployed only in accordance with the agreed scope and business case. Any divergence from the scope and business case will require a decision by the ESB, in line with the project change procedure. See Appendix 1: OxLAEP Business Case and Appendix 6: Governance and Programme Structure.
- 6.3 OCC is solely responsible for administration and auditing of the OxLAEP Budget.
- 6.4 £50,000 of the OxLAEP Budget has been collectively allocated to the Districts for capability purposes. This amount is included within the total contract value of £576,738.24. The Councils have agreed that from this £50,000 is to be used to secure external "on call" LAEP expertise. This resource will be shared equally between the Districts, with time allocated equally. The procurement has been finalised, and it contains the required support fund for the districts as set out in the specification in the Contract (contained at Appendix 4).
- 6.5 £23,261 of the OxLAEP Budget will be held in contingency up until Phase 3 of the Programme unless otherwise agreed by the Parties. If not required, this contingency may be expended to deliver LAEP+ tool integration in line with the approved outline business case option.
- 6.6 Process of budgeting for subject matter expert time:
 - 6.6.1 Every District has 22.4 hours each to expend over the full 24-month duration of the OxLAEP programme;
 - 6.6.2 Underspend is reviewed at each stage gate;
 - 6.6.3 Time expenditure will be reviewed at the fortnightly project meeting;
 - 6.6.4 The Consultant is to control hours to ensure expenditure does not exceed £18,541 without additional approval from the Parties.
- 6.7 Process of budgeting for itemised additional engagement activities (as set out in the specification of the Contract):
 - 6.7.1 The Parties will collectively determine whether additional engagement activities may be needed to successfully deliver Phase 1;
 - 6.7.2 Any additional engagement activities that have not been utilised will be allocated to collective activities for Phase 2.

- 6.8 Districts can decide to terminate their participation with the OxLAEP at either of the Stage Gates after Phase 1 or after Phase 2. Exiting at the Stage Gate after Phase 1 will end the participation of the affected District in Phase 2 but will not exclude the affected District from participating in Phase 3.
- 6.9 Districts can decide to defer their participation in the delivery of Phase 2 of the OxLAEP Programme by up to six months at the Phase 1 Stage Gate.
- 6.10 Where deliverables have been itemised in Appendix 1, such as the number of engagement events, these will be allocated evenly to all Parties, unless otherwise agreed by all Parties in writing. No Party should exceed the number of allocated deliverables. Where any Party accidentally or knowingly exceeds their allocated share, any additional costs deriving from such an action will be covered by the Party responsible for incurring such cost.

To mitigate the risk of unintentional overspend, OCC will work with the Consultant to maintain a clear and accessible record of the Consultant's time across each district. This record should be shared regularly with Parties to enable oversight. Where any District approaches its allocated threshold, OCC will seek timely updates from the Consultant to support informed decisions regarding the authorisation of additional work or funding. While not contractually binding, this reflects OCC's expectations for delivery oversights and budget transparency.

- 6.11 Should all Districts terminate their participation at Stage Gate 1 (after Phase 1), prior to District Level LAEP Action Plans being produced, the Parties will agree how unspent OxLAEP Budget could be deployed within the OxLAEP Programme (see Appendix 1 – OxLAEP business case and Appendix 2 – OxLAEP Scope) to achieve the most beneficial outcome and make a corresponding recommendation to OLC. OCC deliverables will be unaffected. Where one or more districts terminate their participation at Stage Gate 1 (after Phase 1), prior to District Level LAEP Action Plans being produced, OCC reserves the right, subject any consent required from OLC, to allocate a maximum of £20,000.00 to each such district from the OxLAEP Budget for suitable projects and actions for county-wide delivery under Pathways to a Zero Carbon Oxfordshire "PaZCO" and Oxfordshire Net Zero Route Map and Action Plan "ONZRMAP".

7. MEETING SCHEDULE

- 7.1 The Parties I intend to collaborate and participate in:

7.1.1 Fortnightly project monitoring meetings with the Consultant.

7.1.2 EPWG meetings at decision points, up to six per year.

7.1.3 Quarterly ESB meetings, at decision points. Meetings outside of the quarterly schedule may be called if urgent decisions that exceed the agreed scope tolerances in EPWGs remit are required.

7.1.4 Two Stage Gate review meetings after Phase 1 and Phase 2.

7.1.5 Two lessons learned meetings with all Partners, the first at the Stage Gate 2, the second at the Stage Gate 3. Any Party that has terminated their participation at any Stage Gate will be invited and encouraged to contribute to the lessons learned meetings.

- 7.2 Additional meetings can be arranged on an ad-hoc basis if agreed by the affected Partners (including the Parties and the Consultant); the Parties shall endeavor to support such meetings, if within resourcing capacity.

7.2.1 Phase 1 only: OCC to conduct short weekly agile delivery meetings with the Consultant. The Districts may join these meetings.

7.2.2 Phase 2 only: participating Districts will conduct delivery meetings with the Consultant as required to deliver the committed outcomes.

8. DATA SHARING:

- 8.1 The Parties will endeavor to share data within scope of the OxLAEP Programme with OCC and the Consultant within 4 weeks of request, taking heed of regulatory and commercial constraints, including all relevant data protection legislation
- 8.2 Data shared under the Programme will be viewable by all Parties, within regulatory and commercial constraints, unless explicitly agreed otherwise for specific datasets.
- 8.3 The Parties will endeavour to enter into a Data Sharing Agreement (DSA) to support the objectives of this Programme. Under such a DSA, OCC will be the data processor and will share all data compiled from the Parties of this MoU with the Consultant. (see Appendix 7: Data Sharing Agreement).
- 8.4 Data shared under the Programme is anticipated to be used within Distribution Network Operator energy project planning tools such as Local Area Net Zero Accelerator “LENZA”, Planning GIS and other digital tools utilised under the OxLAEP Programme.
- 8.5 The Parties have the right to withhold any categories of data that is reasonably deemed to be commercially or otherwise sensitive. This data should be marked as sensitive.
- 8.6 It is the responsibility of the Party providing the data to declare any such constraints explicitly, and in writing, and ensure that constraints are recorded in the meta data.

9. COMMUNICATION AND PROMOTION

- 9.1 A full communications plan (the “Action Plan”) will be developed for Programme by the Parties, convened by OCC, but mutually agreed.
- 9.2 No Party will be obliged to take part in any communication event.
- 9.3 No Party will be obliged to publish their LAEP Action Plan
- 9.4 All Parties should be mindful of communication risks affecting any Party, and to consider such risks before releasing communications.
- 9.5 Any press engagement or press releases to be coordinated with all Parties and Partners. Press engagement lead by OCC during Phase 1 and Phase 3 of the Project and the Districts during Phase 2.
- 9.6 The Parties shall seek to promote the engagement events via their own available channels to maximise involvement.

SPECIFIC RESPONSIBILITIES

10. SPECIFIC ROLE OF OCC

- 10.1 To convene and coordinate Programme activities in collaboration with the Parties and Partners and monitor Programme KPIs.
- 10.2 To contract manage and monitor the Contract, ensure Consultants report timely and appropriately on Project progress, follow contractual procedures, and deliver on their KPIs.
- 10.3 To chair and administer the fortnightly Project meetings, ensuring EPWG is invited to partake in the meeting every two months.

- 10.4 To administer the ESB meetings.
- 10.5 To administer and audit the OxLAEP funds, being accountable to OLJC as the funder, under supervision of the OCC commercial board, and within the delegated authority secured for the OxLAEP Programme for the director for Economy and Place.
- 10.6 Where OCC hosts in person engagement events, OCC to support the Consultant with securing a venue and covering venue cost, including catering costs and technical support if so agreed.
- 10.7 Accept that during Phase 2, Districts may diverge from each other in their approaches to achieve Phase 2 outcomes.
- 10.8 Support and coordinate collective Phase 2 delivery of some actions with all or some of the parties, if so agreed.
- 10.9 To conduct themselves in line with the principles set out in section 4 of this document.

11. SPECIFIC ROLE OF ALL DISTRICTS

Districts will endeavor:

- 11.1 To participate and contribute to Programme activities in collaboration with the Parties and Partners, within the scope of the OxLAEP Programme.
- 11.2 To chair and administer the respective Phase 2 Project delivery meetings, ensuring that the Consultant is supported with securing appropriate engagement from the respective internal stakeholders.
- 11.3 To support the Consultant in identifying and engaging the relevant external stakeholders, in line with the engagement programme agreed under the Contract at contract award.
- 11.4 Where a District hosts in-person engagement events, the respective District is to support the Consultant with securing a venue, and covering venue cost, including catering costs and technical support -- if agreed and subject to available budget. Alternative cost-sharing arrangements may be considered by mutual agreement.

12. SPECIFIC RESPONSIBILITIES OF OCIC:

- 12.1 To support the Consultant with incorporating the outputs of the ZCOP Industrial Decarbonisation Study (ZCOP ID) into OxLAEP under Phase 1, and, if pursued, Phase 2.

13. SPECIFIC RESPONSIBILITIES OF CDC:

- 13.1 To support the Consultant with incorporating the outputs of the North-West Bicester Energy Study, if progressed, into OxLAEP under Phase 1, and, if pursued, Phase 2.

14. SPECIFIC RESPONSIBILITIES OF WODC:

- 14.1 To support the Consultant with incorporating the outputs of Eynsham CAPzero into OxLAEP under Phase 1, and, if pursued, Phase 2.

15. SPECIFIC RESPONSIBILITIES OF SODC:

- 15.1 To support the Consultant with incorporating the outputs of a Hyper-local LAEP, if identified, into OxLAEP under Phase 1, and, if pursued, Phase 2.

16. SPECIFIC RESPONSIBILITIES OF VOWHDC:

- 16.1 To support the Consultant with incorporating the outputs of a Hyper-local LAEP, if identified, into OxLAEP under Phase 1, and, if pursued, Phase 2.

17. SPECIFIC ROLES OF OFFICERS IDENTIFIED AS INTERNAL ADVISERS BY EACH AUTHORITY:

17.1 To support the Parties in the execution of their input in the context of the OxLAEP Programme, particularly to:

17.1.1 Partake in workshops and focus group within agreed resourcing constraints, be open to learning and provide insights to the best of their ability, sharing learnings with their wider teams and engaging them as required. (see Appendix 3: Mobilisation Report – page 49 to 54).

17.1.2 Partake in capability building events, such as capacity literacy webinars.

17.1.3 Provide data requested by OxLAEP lead officers within four weeks from request date, data requested by the Consultant within four weeks from request date.

17.2 Support the development of the full business case of the long-term LAEP function, including defining the parameters of a benefits realisation plan.

PLANNING OFFICERS ONLY WILL ENDEAVOR TO:

17.3 Engage with and support the spatial district LAEP development process, including by representing the district planning teams at EPWG meetings and participating in energy capacity training opportunities that arise through the OxLAEP Programme.

17.4 Support the Consultant in integrating OxLAEP datasets into GIS planning tools, if agreed.

17.5 Provide data on new developments annually, as requested under the DFES process.

ECONOMIC DEVELOPMENT OFFICERS ONLY WILL ENDEAVOR TO:

17.6 Support the Consultant in the delivery of the risk and opportunity assessments under this MOU, providing data and locally specific insights on how actions may impact local communities.

17.7 Support the development of investment related work under this Programme, such as an investment portfolio or prospectus, or community grant scheme.

COMMUNITIES, ENGAGEMENT, AND EQUALITY OFFICERS ONLY WILL ENDEAVOR TO:

17.8 Support the Consultant in identifying impacts of LAEP policies on vulnerable groups, and with the delivery of equality impact assessments for action plans and the benefits realisation plan, if pursued.

17.9 Support OxLAEP lead officers and the Consultant in the delivery of an engagement strategy and engagement events.

COUNTERPARTS

17.10 This Contract may be executed in any number of counterparts and this shall have the same effect as if the signatures and, where applicable, seals on the counterparts were on a single copy of this Contract.

SIGNATURES

(1) Oxfordshire County Council (OCC)

Signed:

Name:

Position:

(2) Oxford City Council (OCiC)

Signed:

Name:

Position:

(3) Oxfordshire County Council (OCC)

Signed:

Name:

Position:

(4) Cherwell District Council (CDC)

Signed:

Name:

Position:

(5) South Oxfordshire District Council (SODC)

Signed:

Name:

Position:

(6) Vale of the White Horse District Council (VOWHDC)

Signed:

Name:

Position:

(7) West Oxfordshire District Council (WODC)

Signed: H Kenyon

Name: Hannah Kenyon

Position: Climate Change Manager

APPENDIXES

APPENDIX 1: OXLAEP FULL BUSINESS CASE



SENSITIVE OxLAEP
FOP FULL Business Case

APPENDIX 2: OXLAEP SCOPE



Oxfordshire LAEP
Scope - Final.docx

APPENDIX 3: MOBILISATION REPORT



SENSITIVE DRAFT
Project Mobilisation R

APPENDIX 4 THE OXLAEP CONSULTANCY CONTRACT



OxLAEP Consultancy
Contract CLEAN 27.01

APPENDIX 5 MEMBERSHIP OF ESB AND EPWG

The following list is up-to-date and included in the MoU as the current membership of ESB and EPWG, or such other representatives as notified from time to time to ESB/EPWG.



ESB Membership
May 2025.docx



EPWG Membership
May 2025.xlsx

APPENDIX 6 GOVERNANCE AND PROGRAMME STRUCTURE

The following content is captured from the Full Business Case.

Management and Governance - Overview

OxLAEP governance:

OxLAEP Governance was established under the OLIIC Infrastructure Advisory Group to provide the strategic direction and operational resource necessary to agree and then deliver a LAEP programme (LAEPs and LAEP function for the County). The governance structure comprises a strategic level Executive Steering Board (ESB) and an operational level Energy Planning Working Group (EPWG). Voting rights are restricted to the six Local Authorities on these boards, however EPWG and ESB endeavour to make decisions by consensus with all board members.

Escalation route and tolerances:

The escalation route on programme scope change outside of tolerances are via EPWG, ESB, OLJC, within tolerances:

ESB decision tolerances:

- Decisions over expenditure of unallocated OxLAEP contingency budget or of any funding allocated to OxLAEP from outside the OLJC budget, such as grant funding, where this supports delivery of the Programme within the agreed scope.
- The removal of Outputs or Deliverables, if all OxLAEP objectives agreed by OLJC can still be secured.
- An extension of the programme to beyond 24 months, by up to twelve months.
- Any contract changes (in alignment with Oxfordshire's contract change procedure as contracting authority), within OxLAEP scope.

OLJC decision tolerances:

- Any addition or removal of programme objectives.
- Any decision on termination of the contract.
- Expenditure of OxLAEP funding for purposes outside the scope of the OxLAEP programme or exceeding the OxLAEP budget.
- Where a scope change requires a supplier contract change, the contract change process set out in the Ove Arup contract will be followed. A scope change may not be possible, where a contract change cannot be secured from the successful supplier.

Partner authorities may want to assess standing delegations for Executive officers represented at the ESB and consider putting additional delegations in place to enable effective escalation and decision making.

Memorandum of Understanding (MOU):

- A non-binding MOU has been drawn up by all six participating authorities, setting out terms of reference to provide clarity to programme partners and the successful supplier. MOU signing is a requirement for a local authority to move into Phase 2 - Action Planning).

Funding administration:

- OLJC monies will be held and administered by OCC as the Convening Authority/Lead. Expenditure decision within scope, such as paying Ove Arup invoices, will not require OxLAEP governance approval.

Contracting authority:

- OCC is the contracting authority. As such the standard Oxfordshire consultancy contract variation process will be followed where variation is required. If such contract change requires a corresponding scope change, scope change approval will need to be secured through OxLAEP governance prior to a contract change being approved. If this is not successful, then a contract change may not be approved. The judgement whether a change is within or outside of OLJC scope will be taken by ESB, who may refer to OLJC if there is uncertainty.

Programme roles:

Client project managers are responsible to ensure that programme progress monitoring and risk management are executed appropriately by the supplier project manager, and that the supplier is given sufficient support to deliver the programme. Ongoing Client Project Management will be delivered by OCC/Energy Systems Lead. During Phase 2 of the programme, Client Project Management will be provided by the participating Districts for the delivery of their respective Action Plans working with their respective supplier project leads.

The programme sponsor (OLJC ESB chair) acts as an escalation point to support and unblock programme progress.

Oversight ESB level:

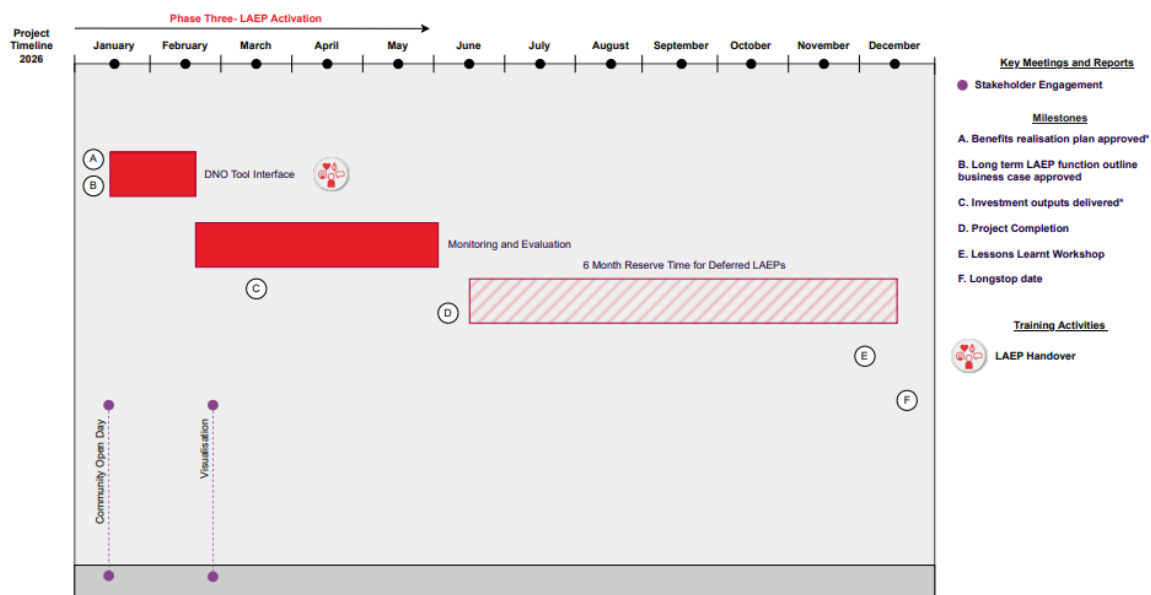
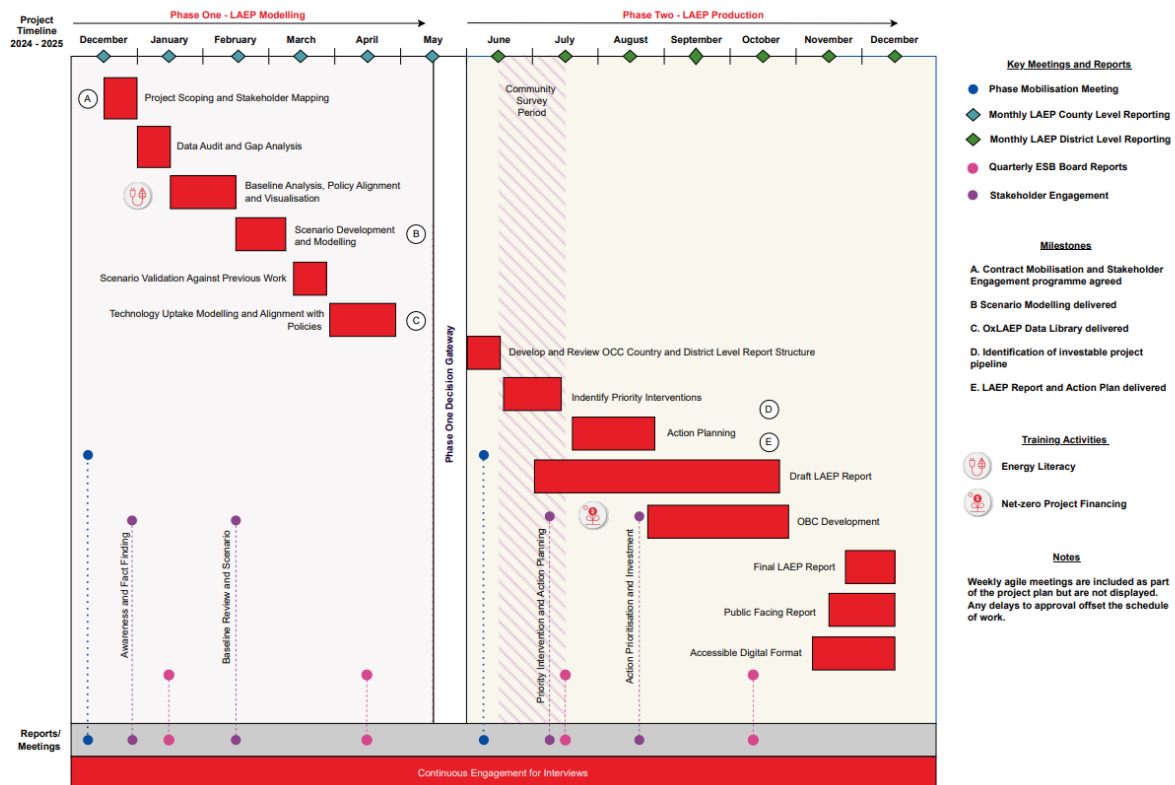
- **Senior responsible owner:** Robin Rogers (Oxfordshire Director for Economy and Place).
- **ESB quorum:** Cherwell DC, Oxford CC, South Oxon, DC, West Oxon DC, Vale of White Horse DC.

Oversight EPWG level:

- **Senior responsible customer Phase 1 and Phase 3:** EPWG chair: Oxfordshire Energy Systems and Investment Manager.
- **Senior responsible customer Phase 2:** EPWG. Quorum: Cherwell DC, Oxford CC, South Oxon, DC, West Oxon DC, Vale of White Horse DC
- **Senior responsible supplier:** Ove Arup Project Director.

Contract Management will be delivered by OCC/Energy Systems Lead.

Programme Schedule for Delivery



APPENDIX 7 DATA SHARING AGREEMENT

This MOU is to be read alongside the signed DSA between the Parties. This exists as a separate agreement to be signed separately.