

DRAFT

Memorandum of Understanding

Between Gloucestershire Community Energy Cooperative

and

Transition Stroud

Introduction and Purpose

This Memorandum of Understanding (MoU) sets out the understanding between Gloucestershire Community Energy Cooperative (GCEC) and Transition Stroud (TS) for the purpose of working together to develop community-owned renewable energy projects in the District of Stroud.

GCEC is a Community Benefit Society which seeks to develop locally owned renewable energy projects in Gloucestershire, in order to contribute to reductions in carbon emissions and provide community benefit. TS is a not for profit Company which seeks to inspire local actions for a sustainable future. It does this by facilitating and enabling a wide range of local community activities.

TS has established a Community Energy Action Group (TS-CEAG) which seeks to identify, encourage and enable the development of renewable energy projects in the District of Stroud. When appropriate, TS-CEAG will refer a potential project to GCEC with a view to the full assessment and development of the project.

Activities

The purpose above will be accomplished through GCEC and the TS-CEAG¹ undertaking complementary activities and interacting in the ways set out below.

The TS-CEAG will:

- identify and discuss ideas for local projects
- discuss ways of encouraging and enabling projects on a case by case basis
- make introductions to potential project hosts and partners
- develop high-level option assessments and initial project appraisals as appropriate
- brief GCEC in a timely way about potential projects and the possibility of working together
- contribute to and review GCEC's business case appraisal for a potential project (in so doing, TS-CEAG will recognise that projected income from a project will need to meet project costs, financing costs and a jointly agreed fair component of GCEC organisational costs, as well as building a local community benefits fund)
- carefully consider GCEC's recommendation about proceeding with project development and inform GCEC of its view (in so doing, TS-CEAG will recognise that the decision about whether to proceed lies with the GCEC Board)

¹ The TS-CEAG is the delegated body that will undertake the activities set out in this MoU.

- if project development is to proceed, contribute to preparation of a joint project development plan with GCEC
- undertake to fulfil the roles allocated to it in the joint project development plan, including as appropriate
 - taking a lead role in local community engagement about the project
 - assisting GCEC in the processes for securing necessary permissions, including planning and grid connection as required
 - assisting GCEC with fundraising, including crowdfunding and community share offers as appropriate
 - establishing appropriate local arrangements for making decisions about local community benefits.
- liaise with GCEC about the management of the project once operational.

GCEC will:

- respond to the TS-CEAG in a timely way about the possibility of working together on a potential project
- if a project shows sufficient promise, develop a project business case appraisal in liaison with the TS-CEAG (using as far as possible a consistent pro-forma approach so that comparisons can be made across projects)
- make a recommendation to the TS-CEAG about whether to proceed with the project
- make a decision about whether to proceed with the project (in so doing, recognise that a project within Stroud district should not proceed without TS-CEAG support)
- lead the preparation of a joint project development plan in liaison with TS-CEAG (in so doing, recognise that such a project would have a locally-managed community benefits fund established by the TS-CEAG)
- undertake to fulfil the roles allocated to it in the joint project development plan, including as appropriate
 - liaising and assisting TS-CEAG with local community engagement about the project
 - leading in the securing of necessary permissions, including planning and grid connection as required
 - leading in the securing of funding for development and installation of the project
 - leading in the securing of contractors to install the project
- establish appropriate arrangements for management of operation of the project.

In addition to these activities:

- The TS-CEAG will nominate a representative to sit on the GCEC Board
- GCEC will nominate a representative/s to attend TS-CEAG meetings.

Reporting

The effectiveness of the MoU, and adherence to it by GCEC and the TS-CEAG, will be evaluated by GCEC and TS-CEAG representatives on completion of the first joint project, and thereafter on an annual basis.

Funding

This MoU does not represent a commitment of funds on the part of either GCEC or TS to the other party. Each party will allocate resources from their own funds to undertake the activities in the MoU.

Duration

This MoU may be modified by mutual consent by authorised representatives from GCEC and TS. It shall become effective upon signature by the authorised representatives from GCEC and TS and will remain in effect until modified or terminated by GCEC or TS by mutual consent.

Contact Information

Party: GCEC

- Name:
- Position:
- Address:
- Telephone:
- E-mail:

Party: TS

- Name:
- Position:
- Address:
- Telephone:
- E-mail:

Signatories

GCEC

..... Date:

TS

..... Date: