



Terms and conditions of APSE energy membership

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1. Vision and aims

The vision of the **APSE Energy** project is to form an effective collaboration between a large number of local authorities to enable and facilitate the municipalisation of energy services, with a greater engagement by local authorities in the energy sector than at present. By this we mean the public and community, as well as private, ownership and managerial control of local energy generation, supply networks and delivery of energy efficiency works. Local authorities working together in this way would have great influence and would be able to deliver economies of scale in green energy to promote economic growth and combat fuel poverty.

2. Requirements of membership

As members of the Association for Public Service Excellence (“APSE”) (referred to as “we” or “us”) Local Authority Energy Collaboration (referred to as “**APSE Energy**”), each member of the **APSE Energy** collaboration (referred to in this section as “you” or a “member”) shall comply with the following terms and conditions as a requirement of membership of and participation in **APSE Energy**.

A key principle of membership of **APSE Energy** will be ‘shared learning’. Any intellectual property, knowledge or expertise gained through the support of the collaboration will be fed back into APSE Energy for the mutual benefit of the whole membership.

3. Intellectual property rights (IPR)

3.1 Brand name

“**APSE Energy**” is a brand name, trading name and/ or mark of APSE. Members are not permitted to use “APSE Energy” or any associated logos or devices without the prior consent of APSE.

3.2 Other intellectual property

Intellectual property rights, including but not limited to trademarks (registered and unregistered), database rights, copyright and design rights in all APSE Energy materials (including but not limited to any web portal or other information system which supports APSE Energy, and any promotional literature, guidance, spreadsheets, reports, documents, know-how and any other material generated or produced by or on behalf of APSE in relation to APSE Energy in any media including information available through the **APSE Energy** web portal or other information system) (“**APSE Energy** material”) are owned by APSE together with all or any goodwill relating thereto. In submitting or contributing material, information and/or data to **APSE Energy**, members agree that all rights in the data once submitted, including rights and copyright is owned by APSE. Each member grants to APSE a non-exclusive, royalty free, worldwide, irrevocable licence of all intellectual property rights owned by the member or licensed to it in the data submitted which are necessary or desirable for the purpose of using and exploiting such rights for the purposes of **APSE Energy**.

3.3 Licence

Subject to the restrictions set out below, APSE hereby grants each member a non- exclusive royalty free licence to use **APSE Energy** materials for the duration of membership to the extent necessary to receive the services and to participate in **APSE Energy**.

3.4 Restrictions

The licence granted to members above is subject to the following restrictions:

Each member is only permitted to use **APSE Energy** materials for their own internal, non- commercial business purposes;

APSE Energy materials may only be used by the member, its officers and employees; Members shall not publish, copy, reproduce, broadcast, distribute or disseminate any **APSE Energy** materials externally (which includes but is not limited to newspapers, press releases, articles or websites) without the prior written consent of APSE;

Members may publish, copy, reproduce, broadcast, distribute and disseminate **APSE Energy** materials internally within the member's organisation provided that the material and/or data is reproduced accurately, identifies the source of the information, contains an acknowledgement that the intellectual property rights in the material and/or data is owned by APSE and sets out or references the restrictions contained in this section;

Members are not permitted to disclose **APSE Energy** materials to any third parties which includes by way of example but is not limited to private or public sector consultants advising or acting on behalf of a member, contractors and any other non- members without the prior written consent of APSE;

Members may use and distribute **APSE Energy** materials for reports or committee papers provided that any information or data relating to other members is anonymised; Members may not disclose confidential information (as defined below).

4. Confidentiality

4.1 Confidential information

Confidential information means (a) any **APSE Energy** materials and (b) any other information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) and may include information whose disclosure would or would be likely to prejudice the commercial interests of any person, or which would or would be likely to prejudice trade secrets, intellectual property rights and/or the know- how of APSE and/or members of **APSE Energy**

4.2 Use and disclosure of confidential information

APSE and you (together "the parties") shall keep confidential all confidential information relating to **APSE Energy** and shall use all reasonable endeavours to prevent their employees and any third parties authorised by APSE in accordance with these terms and conditions from making any disclosure to any person of any such confidential information unless the disclosure is permitted below.

4.3 Permitted disclosures

Either party may disclose confidential information where:

Any disclosure of information is reasonably required by any person engaged by APSE in the performance of services to, or the operation and management of, **APSE Energy**;

A party can demonstrate the information is already or becomes generally available and in the public domain otherwise than as a result of a breach of these terms and conditions;

Any disclosure is required pursuant to any statutory, legal (including any order of a court of competent jurisdiction) or parliamentary obligation placed upon the party making the disclosure or the rules of any governmental or regulatory authority having the force of law or if not having the force of law, compliance with which is in accordance with the general practice of persons subject to the governmental or regulatory authority

concerned provided that the party whose confidential information is to be disclosed shall be promptly informed by the recipient of the confidential information of such requirement to release the confidential information and shall have an opportunity to make representations to the court, parliament, governmental or regulatory authority to limit such disclosure which shall include without limitation the seeking of a protective order;

The information is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;

Any disclosure is required for the purpose of:

- a. The examination and certification of a member's accounts;
- b. Any examination pursuant to the Audit Commission Act 1998 of the economy, efficiency and effectiveness with which a member has used its resources; and/or
- c. Compliance by a member with the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004.

For the avoidance of doubt, this paragraph 4.3 shall not permit disclosure of Confidential Information otherwise prohibited under paragraph 4.2 above where that information is exempt from disclosure under sections 41 and/or 43 of the Freedom of Information Act 2000 or Regulation 12(5)(e) or 12 (5)(f) of the Environmental Information Regulations 2004.

5. Membership Services

5.1 Definition of membership services

Membership services are those services that APSE undertakes from time to time to provide to members of **APSE Energy** in return for payment of an annual subscription, which services may include, but not be limited to, events (such workshops, round tables, training, seminars), consultancy support, resource materials, web portal, advice and publications.

5.2 General limitations

Membership services will be provided to all subscribing authorities of **APSE Energy** at no cost save for the payment of an annual subscription. A budget for annual activities will be agreed by APSE to meet the costs of providing membership services. However, APSE reserves the right to levy additional charges on a cost recovery basis where:

- a. The number of delegates attending events organised through **APSE Energy** exceeds a previously notified specified number or where there are additional requirements to provide bespoke events for individual members or groups of members.
- b. Consultancy, legal and other professional services provided by **APSE Energy** is over and above the previously notified specified limit per member authority.
- c. There are genuine commercial reasons for additional charges which would not fall within the terms and conditions of membership of **APSE Energy** details of which are notified to members in advance.

6. Termination

6.1 Subscription period and renewal

Membership of and participation in **APSE Energy** is subject to payment by each member of the annual subscription as notified to you by APSE in April of each subscription year. A subscription year runs from 1 April in a calendar year to 31 March in the following calendar year. Annual subscriptions are non-refundable. Membership of **APSE Energy** will automatically be renewed, and the annual subscription will become due, as and from each 1 April unless your membership is terminated in accordance with the following provisions.

6.2 Termination - general

If you wish to terminate your membership of **APSE Energy** for any reason other than breach on the part of APSE, then you must give not less than 12 months prior written notice of termination to APSE.

6.3 Termination in the event of breach

In the event of a breach by you of these terms and conditions, APSE reserves the right to suspend or terminate your membership and/or participation in **APSE Energy** by providing written notice of the breach.

In the case of a breach of the terms and conditions of membership which is not capable of remedy, such notice of termination shall have immediate effect.

In the case of a breach of the terms and conditions of membership which is capable of remedy, such notice of termination shall be effective if such breach is not remedied by you within 14 days of receipt of the notice of termination.

In the event of a breach by APSE of these terms and conditions, you may terminate your membership by providing APSE with written notice of the breach. In the case of a breach of the terms and conditions by APSE which is not capable of remedy, such notice of termination shall have immediate effect. In the case of a breach which is capable of remedy, such notice of termination shall be effective if such breach is not remedied by APSE within 14 days of receipt of the notice of termination.

6.4 Cessation of APSE Energy

APSE may (in its sole and absolute discretion) elect at any time to cease the **APSE Energy** project, provided that such cessation may only be effective as and from 31 March in any year. APSE shall give you not less than 3 months prior written of its intention to cease the **APSE Energy** project, and such notice shall be deemed to be notice of termination of your membership and/or participation in **APSE Energy**.

6.5 Termination in the event of an unviable number of authorities involvement

APSE reserves the right to withdraw the services of **APSE Energy** in the event of an economically unviable number of authorities signing up to receive the service or for any other reason. In this event payments will either not be taken from the **APSE Energy** prospective members or a full refund will be provided within 28 days of the payment being received. The refund will be limited to the sums paid as a membership fee and APSE/**APSE Energy** will not be liable for any other associated costs of withdrawing the service howsoever incurred'

7. Limitations

7.1 Disclaimer

Although APSE has taken care in the compilation of the **APSE Energy** material and the **APSE Energy** data, no representation or warranty is given that such material or data is accurate, complete, up to date or error free. Although all reasonable endeavors will be made to correct any errors brought to APSE's attention, the use of **APSE Energy** material and **APSE Energy** data is at your sole discretion and risk.

7.2 Amendments to the terms and conditions

APSE reserves the right to make amendments to the terms and conditions as appropriate or required from time to time and will notify you accordingly.

7.3 Limit of liability

Notwithstanding any other provision of these terms and conditions, APSE's maximum liability to you in relation to **APSE Energy** and/or these terms and conditions in any subscription year shall not exceed the subscription paid by you in relation to that year.

**LOCAL SERVICES
LOCAL SOLUTIONS**

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