

Memorandum of Understanding ^{vi.0}

THIS Memorandum of Understanding (**‘MoU’**) is made on the day of [DATE]

BETWEEN:

iChoosr Ltd of First Floor, 16 Maddox Street, London, W1S 1PH (**“iChoosr”**);
And

[**LOCAL AUTHORITY NAME**] of [**ADDRESS**] (the **“Local Authority”**).

1. Introduction

1.1 This MoU between *iChoosr* and the [*Local Authority*] together referred to as the “Parties”, relates to their agreement dated [] (the “Collective Switching Scheme Agreement”) for a Collective Energy Switching Scheme (the “Scheme”) to be operated for the Local Authority’s residents and non-residents, entered into pursuant to the Collective Switching Framework Agreement dated [] (the “Framework Agreement”), set up by North East Purchasing Organisation (**‘NEPO’**) on behalf of the Local Government Association (**‘LGA’**).

2. Purpose

- 2.1 The purpose of this MoU is to clarify certain of the obligations set out in the Collective Switching Scheme Agreement so as to assist in facilitating the successful delivery of the Scheme.
- 2.2 Should a *Local Authority* participate in more than one collective switching auction, the Parties agree to meet at the commencement of each auction round to determine the pre and post auction services required having regard to the relevant obligations set out in the Collective Switching Agreement.
- 2.3 The parties agree that for a period of three (3) years after an auction organised pursuant to the Scheme, the *Local Authority* will not directly contact by email, letter or telephone any residents on a personal level (such as by name, or address) who has entered into a contract with the energy supplier, that has won an auction pursuant to the Scheme; with a view to persuading that person to change their electricity and/ or mains gas to an alternative supplier, without the prior written consent of *iChoosr*, such consent not to be unreasonably withheld.
- 2.4 The *Local Authority’s* scheme may run parallel with other Scheme(s) to ensure sufficient residents participate in the Scheme. Should a resident registered with more than one scheme; the first date of registration will determine to which scheme the resident has registered. If the residents’ data is not completed on the first date of registering, then the registration with the most completed data is to prevail.
- 2.5 Collaborative working; *iChoosr* will work with the *Local Authority* to plan, run, review and evaluate the Scheme(s) in accordance with the Framework Agreement.

3. Terms of Agreement

3.1 The Parties acknowledge and confirm that their obligations with respect to the Scheme are as set out in the Collective Switching Scheme Agreement. Where there is a conflict between any of the provisions of this MoU and the Collective Switching Scheme Agreement, the Agreement will prevail.

3.2 Both *iChoosr* and the *Local Authority* will work in partnership to ensure that program of activities are conducted in compliance with the LGA/ NEPO Collective Switching Framework Agreement terms and conditions.

4. The Roles and Responsibilities of *iChoosr*

4.1 *iChoosr* have a responsibility and an obligation to provide or do the following:

(Draw a diagonal line through or otherwise X out all unused space. Attach additional numbered pages, as needed to fully describe what iChoosr will do or provide.)

5. The Roles and Responsibilities of the *Local Authority*

5.1 The *Local Authority* have a responsibility and an obligation to provide or do the following:

(Draw a diagonal line through or otherwise X out all unused space. Attach additional numbered pages, as needed to fully describe what the Local Authority will do or provide.)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

6. Status of the MoU

6.1 This MoU is a statement of intent, and should not be interpreted as a binding agreement. It does not create legal obligations between the parties.

7. Signed

7.1 SIGNED by authorised signatory for and on behalf of *iChoosr*:

Name

Title

Signature.....

Date

7.2 SIGNED by authorised signatory for and on behalf of the *Local Authority*:

Name

Title

Signature.....

Date