



Infrastructure Industry Innovation Partnership  
(i3P)  
Collaboration Agreement- Client & Supply Chain  
Investor Members

**Date: 1st March 2023**

### **Introduction and Purpose**

The Infrastructure Industry Innovation Partnership (i3P) is a Knowledge Transfer Network (KTN) programme that has been established to develop, share and promote innovation across the infrastructure industry and to provide strategic direction for innovation investment. This collaboration agreement sets out the roles and responsibilities within the programme, together with the parameters for managing intellectual property rights and the fee structure associated with i3P membership.

It is acknowledged that Department for Transport are joining i3P on behalf of itself and its subsidiaries, as such Department for Transport may participate or send its subsidiaries (or their representatives) on behalf of Department for Transport.

### **Parties**

The agreement is between:

- Knowledge Transfer Network Limited (company no. 8705643) of Suite 218, Business Design Centre, 52 Upper Street, London N1 0QH (**KTN**); and
- Department for Transport, Great Minster House, 33 Horseferry Road, Westminster, London, SW1P 4DR (**Dft**)

### **Definitions**

**Infrastructure Industry Innovation Partnership (i3P):** An innovation programme designed to promote and develop collaborative innovation with its members across the infrastructure community.

### **Client Group: i3P Governance to drive the investible agenda**

To provide strategy and governance to i3P and a clear objective to define, own and drive the collaborative 'investible agenda. The client group is composed of 2 co-Chairs of i3P, DLG co-Chairs & senior representatives from all client members. The client group meets 4 times a year.

### **Delivery Leadership Group (DLG): Oversees the development and delivery of collaborative project activity**

To oversee and facilitate delivery whilst ensuring the integration of all i3P work streams, and full engagement and ownership by all client organisations. This includes collaboration with other industry enabling initiatives such as Project 13. DLG activity will be supported through the Programme Management Office (PMO) function hosted by KTN. (Expected to meet monthly).

**i3P Forum:** equivalent of a 'shareholders meeting' where the i3P co-chairs present back to i3P member organisations on progress against agreed plans, whilst seeking feedback, support

and offering challenges back to the i3P leadership. This collective meeting is held twice a year and also provides the opportunity for members to meet and network.

**i3P Portal:** a website [<http://www.i3p.org.uk/>] enables members to:

- Share and access ideas, innovations and knowledge
- Connect with one another
- Access the i3P SME ecosystem
- Set and respond to challenges
- Track and contribute to i3P innovation projects
- Access to latest member's and industry news
- Register for i3P events
- Resources and knowledge sources

### **Innovation Projects:**

i3P clients identify and set challenges based of the current Strategic Priority Themes (SPT) to collaborate with the i3P membership in identifying and delivering solutions.

i3P provides a mechanism for members to co-invest in collaborative innovation projects by maximising membership resources through the sharing of cost, knowledge, and risk.

### **Commencement and duration**

This agreement shall come into effect on 1<sup>st</sup> April 2023 and, subject to early termination in the circumstances described below, shall continue for a period of 1 year(s) from that date.

This agreement may be terminated:

- at any time by DfT giving KTN at least one month's written notice;
- at any time by KTN in the event that i3P is dissolved by KTN as envisaged under "Dissolution" below, by giving DfT at least one month's written notice; and
- at any time by either party in the event of a material breach of this agreement by the other party, by giving written notice to the other party, with immediate effect.

### **KTN Responsibilities**

KTN shall manage financial contributions from i3P members to cover the cost of i3P administration.

The Chair(s) of the i3P are as published on the i3P portal. Thereafter the Chair(s) who will be from a client organisation will be appointed by the Client Group based on i3P member vote.

KTN will deliver the secretariat function to the Client Group, the Delivery Leadership Group (DLG) and the i3P Forum plus all other administration required to deliver the efficient and effective functioning of i3P.

KTN will host and manage the i3P Portal and support new members to engage with it. KTN will also suggest areas of interest for industry development based on engagement with the i3P Portal at Client Group and Delivery Leadership Group meetings.

KTN will account for these administration costs for all meetings at its standard rates which are reimbursed from the i3P member subscriptions received.

**Funding**

The principle for i3P funding is based on an annual subscription from member organisations. The annual i3P membership fees are as follows:

- [REDACTED]
- [REDACTED]
- [REDACTED]

DfT will be required to pay the Client Membership fee of £30k excluding VAT

This fee will be due annually at the start of the fiscal year (April) and payable within **30 days of receipt of a VAT invoice** from KTN which may be issued at any time after the date of this agreement. This payment will grant DfT full i3P membership rights based on their membership levels.

**Intellectual Property Rights (IPR)**

i3P members are responsible for managing any Intellectual Property Rights (IPR) issues relating to ideas that they submit to the i3P Portal. Once an idea has been submitted formally to the i3P, it will by default be considered public and will be shared across the platform (to all i3P members). If members want ideas to remain private, they will not submit them as shared information on the platform. Members accept responsibility for ensuring they manage individual IPR where it relates to their own employees. If a member has any specific IPR concerns about material they want to share with the i3P, KTN as the host of the i3P programme will provide advice and guidance to the best of their ability and will not publish anything without the consent of the i3P member organisation. It is expected that members appreciate that the i3P value is derived from sharing knowledge and it highly encourages its members to share solutions and knowledge to advance the industry in line with the i3P strategy.

If KTN or an i3P member raises an issue of IPR, KTN and all relevant i3P members and stakeholders shall seek to agree terms for the ownership and exploitation of any such IPR within 90 days of the issue being raised; in the event that a resolution cannot be found an i3P member may withdraw their membership.

**Dissolution**

In the event that financial contributions to i3P fail to cover the cost of the programme management, KTN retains the right to dissolve the i3P. However, KTN will make all reasonable efforts to ensure that the information contained within the i3P Portal is still available to members following any dissolution of i3P.

**Entire Agreement**

This Agreement constitutes the entire agreement of the parties as to its subject matter. DfT and KTN acknowledge that there is no other understanding, agreement, warranty, representation or indemnity whether expressed or implied and whether given or reached prior to and collaterally to this Agreement in any way relating to these provisions or any of the matters to which this Agreement relates (other than the warranty of each of the parties hereto that it has all requisite powers and authority to execute this Agreement and perform its obligations hereunder) and for the avoidance of doubt KTN **HEREBY ACKNOWLEDGES** that DfT shall have no liability to KTN or to any third party whether by virtue of this Agreement or otherwise howsoever.

**Confidentiality**

No announcement or other disclosure shall be made regarding the contents of this Agreement or any ancillary matter except as is required by law or by any regulatory authority or where the relevant information is already in the public domain or with the prior written consent of DfT.

**Governing law**

This agreement shall be governed by the laws of England. The parties submit to the exclusive jurisdiction of the courts of England to resolve any dispute arising out of or in connection with this agreement.

**Competition Law**

Competition law seeks to prevent anti-competitive commercial activity between firms by banning activities such as the fixing of pricing or the carving up of markets. For i3P the clear and publicly stated purpose is to deliver collaborative innovation that will drive the future transformation of the industry. With our scope so clearly contained around collaborative R&D and innovation, and the fact that commercial and trading activities are specifically out of scope for i3P, our advice confirms that this is not an issue for our joint activities.

**Conflicts of Interest**

Regarding the law governing conflicts of interest and the law governing competition law; these are not necessarily the same. Again, to cover things you'll already be aware of, many regulated professions (e.g. doctors, lawyers, accountants) are obliged to avoid conflicts of interest, but those obligations flow from statute law (e.g. the Solicitors acts) and contract law, not from competition law. It might be worth discussing together if there are any sorts of specific conflicts that are causing concern regarding i3P membership so that we can better identify the potential issue / solution.

**Risk**

It is common in these situations to mitigate/neutralise risk via a contract, e.g. the contract or T&Cs between an organisation and its members. For i3P this would be the Collaboration Agreement.

**Execution**

Signed by:

Name: [REDACTED]

Signature: [REDACTED]

Dated: 15/08/23

**For and on behalf of Knowledge Transfer Network Limited**

Name: [REDACTED], on behalf of the Secretary of State for Transport

Signature: [REDACTED]

**For and on behalf of DfT**

Dated: 11/08/2023