

Delegated Decisions by Leader of the Council

***Monday, 11 May 2026 at 10.00 am
Online***

If you wish to view proceedings remotely, please click on this [Live Stream Link](#).
However, that will not allow you to participate in the meeting.

Items for Decision

The items for decision under individual Cabinet Members' delegated powers are listed overleaf, with indicative timings, and the related reports are attached. Key Decisions taken will become effective at the end of the working day on 15 May 2026 unless called in by that date for review by the appropriate Scrutiny Committee.

Copies of the reports are circulated (by e-mail) to all members of the County Council.

These proceedings are open to the public



Martin Reeves
Chief Executive

April 2026

Committee Officer: **Democratic Services**
E-Mail: committeesdemocraticservices@oxfordshire.gov.uk

Note: *Date of next meeting: 19 May 2026 (if required)*

If you have any special requirements (such as a large print version of these papers or special access facilities) please contact the officer named on the front page, but please give as much notice as possible before the meeting.

Items for Decision

1. Declarations of Interest

2. Questions from County Councillors

Any county councillor may, by giving notice to the Proper Officer by 9 am three working days before the meeting, ask a question on an item on the agenda.

The number of questions which may be asked by any councillor at any one meeting is limited to two (or one question with notice and a supplementary question at the meeting) and the time for questions will be limited to 30 minutes in total. As with questions at Council, any questions which remain unanswered at the end of this item will receive a written response.

Questions submitted prior to the agenda being despatched are shown below and will be the subject of a response from the appropriate Cabinet Member or such other councillor or officer as is determined by the Cabinet Member, and shall not be the subject of further debate at this meeting. Questions received after the despatch of the agenda, but before the deadline, will be shown on the Schedule of Addenda circulated at the meeting, together with any written response which is available at that time.

3. Petitions and Public Address

Members of the public who wish to speak on an item on the agenda at this meeting, or present a petition, can attend the meeting in person or 'virtually' through an online connection.

Requests to present a petition must be submitted no later than 9am ten working days before the meeting.

Requests to speak must be submitted no later than 9am three working days before the meeting.

Requests should be submitted to committeesdemocraticservices@oxfordshire.gov.uk

If you are speaking 'virtually', you may submit a written statement of your presentation to ensure that if the technology fails, then your views can still be taken into account. A written copy of your statement can be provided no later than 9am on the day of the meeting. Written submissions should be no longer than 1 A4 sheet.

4. Innovate Oxfordshire Authority to Trade (Pages 7 - 12)

Cabinet Member: Economy and Place

Forward Plan Ref: 2026/089

Non-key decision

*Contact: Katie Parnell, Planning Policy Innovation Team Leader
(Katie.Parnell@oxfordshire.gov.uk)*

Report by Director of Economy and Place

The Cabinet Member is **RECOMMENDED** to:

- a) Note that Innovate Oxfordshire's business model includes the provision of time-limited, innovation-related services externally for payment.
- b) Delegate authority to the Director of Economy and Place to agree to the provision of services to third parties by Innovate Oxfordshire, within the Director's financial delegations, on the basis set out in paragraph 10, in consultation with the Executive Director of Resources and s151 Officer (Deputy Chief Executive) and the Director or Law and Governance and Monitoring Officer.
- c) Note that external activity will be approved on a case-by-case basis and priced primarily on a full cost recovery basis (including overheads), on the basis set out in paragraph 17.
- d) Note that the Council may invoice for current external work undertaken by Innovate Oxfordshire on a full cost recovery basis.

5. Approval to Sign Space-Clipper Sub-Contract (Pages 13 - 36)

Cabinet Member: Economy and Place

Forward Plan Ref: 2026/083

Non-key decision

Contact: Mark Saunders, Energy Systems and Investment Manager

(Mark.Saunders@oxfordshire.gov.uk)

Report by Director of Economy and Place

The Cabinet Member is **RECOMMENDED** to:

- a) Agree that the Council enters into a sub-contract agreement with Space Clipper for the purpose of supporting delivery of an innovation project to improve visualisation of Local Area Energy Plans and EV charge point plans.

Councillors declaring interests

General duty

You must declare any disclosable pecuniary interests when the meeting reaches the item on the agenda headed 'Declarations of Interest' or as soon as it becomes apparent to you.

What is a disclosable pecuniary interest?

Disclosable pecuniary interests relate to your employment; sponsorship (i.e. payment for expenses incurred by you in carrying out your duties as a councillor or towards your election expenses); contracts; land in the Council's area; licenses for land in the Council's area; corporate tenancies; and securities. These declarations must be recorded in each councillor's Register of Interests which is publicly available on the Council's website.

Disclosable pecuniary interests that must be declared are not only those of the member her or himself but also those member's spouse, civil partner or person they are living with as husband or wife or as if they were civil partners.

Declaring an interest

Where any matter disclosed in your Register of Interests is being considered at a meeting, you must declare that you have an interest. You should also disclose the nature as well as the existence of the interest. If you have a disclosable pecuniary interest, after having declared it at the meeting you must not participate in discussion or voting on the item and must withdraw from the meeting whilst the matter is discussed.

Members' Code of Conduct and public perception

Even if you do not have a disclosable pecuniary interest in a matter, the Members' Code of Conduct says that a member 'must serve only the public interest and must never improperly confer an advantage or disadvantage on any person including yourself' and that 'you must not place yourself in situations where your honesty and integrity may be questioned'.

Members Code – Other registrable interests

Where a matter arises at a meeting which directly relates to the financial interest or wellbeing of one of your other registerable interests then you must declare an interest. You must not participate in discussion or voting on the item and you must withdraw from the meeting whilst the matter is discussed.

Wellbeing can be described as a condition of contentedness, healthiness and happiness; anything that could be said to affect a person's quality of life, either positively or negatively, is likely to affect their wellbeing.

Other registrable interests include:

- a) Any unpaid directorships

- b) Any body of which you are a member or are in a position of general control or management and to which you are nominated or appointed by your authority.
- c) Any body (i) exercising functions of a public nature (ii) directed to charitable purposes or (iii) one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union) of which you are a member or in a position of general control or management.

Members Code – Non-registrable interests

Where a matter arises at a meeting which directly relates to your financial interest or wellbeing (and does not fall under disclosable pecuniary interests), or the financial interest or wellbeing of a relative or close associate, you must declare the interest.

Where a matter arises at a meeting which affects your own financial interest or wellbeing, a financial interest or wellbeing of a relative or close associate or a financial interest or wellbeing of a body included under other registrable interests, then you must declare the interest.

In order to determine whether you can remain in the meeting after disclosing your interest the following test should be applied:

Where a matter affects the financial interest or well-being:

- a) to a greater extent than it affects the financial interests of the majority of inhabitants of the ward affected by the decision and;
- b) a reasonable member of the public knowing all the facts would believe that it would affect your view of the wider public interest.

You may speak on the matter only if members of the public are also allowed to speak at the meeting. Otherwise you must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation.

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DELEGATED DECISIONS BY LEADER OF THE COUNCIL

11 May 2026

Innovate Oxfordshire: Authority to Provide External Innovation Services

Report by Director of Economy and Place

RECOMMENDATION

The Cabinet Member is **RECOMMENDED** to:

- a) Note that Innovate Oxfordshire's business model includes the provision of time-limited, innovation-related services externally for payment.
- b) Delegate authority to the Director of Economy and Place to agree to the provision of services to third parties by Innovate Oxfordshire, within the Director's financial delegations, on the basis set out in paragraph 10, in consultation with the Executive Director of Resources and s151 Officer (Deputy Chief Executive) and the Director or Law and Governance and Monitoring Officer.
- c) Note that external activity will be approved on a case-by-case basis and priced primarily on a full cost recovery basis (including overheads), on the basis set out in paragraph 17.
- d) Note that the Council may invoice for current external work undertaken by Innovate Oxfordshire on a full cost recovery basis.

Executive Summary

1. Innovate Oxfordshire is the Council's self-funding innovation service, providing time-limited innovation-related support aligned to council priorities. This report seeks Cabinet Member approval for Innovate Oxfordshire to provide such services externally for payment and, where lawful and appropriate, to trade with third parties, supported by appropriate officer delegation.

Background

2. Innovate Oxfordshire is the Council's self-funding innovation service. Alongside supporting Oxfordshire County Council (OCC)'s internal priorities, the service may work with a limited range of external partners (primarily public sector organisations, academia and innovation intermediaries; and, where appropriate, other organisations involved in innovation activity), provided this does not compromise delivery of the Council's core services.
3. Innovate Oxfordshire has a defined, external-facing offer of innovation-related support (for example innovation consultancy, monitoring and evaluation, and programme/bid management). Historically, the service has focussed on delivering grant funded innovation projects and internal innovation work within the council but is now moving into consultancy and contracted work. External work of this nature will only be undertaken where it aligns with the Council's strategic objectives and delivers public benefit, and it is intended to be time-limited and non-operational in nature. Individual engagements will be progressed in line with the approvals and delegation set out in the Recommendations. These services are discretionary (non-statutory) and do not include the delivery of mandatory council services.

Purpose and rationale

4. Cabinet Member approval is required to provide a clear and compliant basis for Innovate Oxfordshire to provide time-limited, innovation-related services externally for payment (and, where lawful and appropriate, to trade with third parties). Innovate Oxfordshire does not currently have the specific approval and delegated authority required under Financial Regulation 10.4.1. This regulation states that "work can only be undertaken for third parties where the council has the legal powers to undertake the work. Where such legal powers exist, Cabinet approval must be obtained before any negotiations are concluded". In order to facilitate new consultancy and traded activity, this report seeks a delegation for Innovate Oxfordshire's activity. The lack of delegation has led to avoidable delays and increased risk as external opportunities arise. The proposed decision will enable appropriate external engagements to be progressed in a timely and controlled way, using the Council's established governance, contracting and invoicing processes.
5. External activity will be priced primarily on a full cost recovery basis (including overheads), within the boundaries of costs set out in the cabinet approved fees and charges schedule. There is an active pipeline of externally funded and commissioned opportunities aligned to council priorities.

Track record and public value

6. Innovate Oxfordshire has an established track record of delivering grant-funded programmes and providing specialist, time-limited support

to external partners on a full cost recovery basis. The service has collaborated with public sector organisations, academic institutions, and innovation intermediaries, building a strong foundation for further expansion. With the launch of the new consultancy model, consultancy income and external collaborations are expected to grow over the next two years, supporting the self-funding model. Specific income projections are provided in the Financial Implications section.

7. Recent small-scale external work has highlighted the operational impact of not having the required officer delegation in place. For example, Innovate Oxfordshire has been providing time-limited cost recovery support to the SENSE project (funded by Energy Systems Catapult) which have now been determined to fall within Financial Regulation 10.4.1. In the absence of the required approvals under the Financial Regulations, finalising arrangements and issuing invoices can be delayed, creating avoidable resourcing pressure for a small, self-funding team. The proposed decision would enable similar, time-limited external engagements to be progressed more efficiently in future, with appropriate legal and financial checks completed as part of the process.

Governance, controls and delegation

8. Financial Regulation 10.4.1 requires Cabinet approval before the Council concludes negotiations for the provision of services to third parties for payment.
9. External work will be scoped and agreed on a case-by-case basis, supported by proportionate financial appraisal, legal review and due diligence. Contracting and invoicing will be progressed through the Council's established routes, under the delegated authority set out in recommendation (b).
10. This report seeks a delegation to the Director of Economy and Place to implement the required arrangements in accordance with the Council's Contract Procedure Rules and Financial Regulations, with Procurement/Legal input for engagements over **£25,000 (ex VAT)** or where otherwise required.

Options considered

11. This section summarises the main options available to the Council in relation to this report. The recommended approach is set out below.
12. **Do nothing:** Innovate Oxfordshire would continue to prioritise internal council work but would need to pause or decline appropriate external cost-recovery engagements. This could result in missed opportunities, delayed cost recovery, and short-term scheduling gaps. Over time, this is likely to undermine the service's self-funding model and increase the risk of losing staff and specialist capability within OCC.

13. **Permit without the proposed delegation:** External activity could be permitted, but without the officer delegation set out in the Recommendations. This would be less efficient and higher risk, with more frequent escalation for approvals and contracting decisions, and a greater likelihood of avoidable delay and administrative burden.
14. **Recommended approach:** Approve external activity in principle and delegate authority to progress individual engagements. This supports time-limited external work being progressed efficiently, with proportionate Finance and Legal input.

Corporate policies and priorities

15. The proposals in this report support the Council's priorities for economic development, innovation, and partnership working by enabling Innovate Oxfordshire to work with external organisations where this delivers benefits for Oxfordshire residents and communities. In the context of Innovate Oxfordshire operating on a self-financing basis, the proposals also support a financially sustainable operating model by enabling appropriate external work to be governed, contracted and charged for consistently.

Financial Implications

16. Innovate Oxfordshire is a self-funding service. External income is £14,042.50 in 2025/26 and is forecast at £25,000 in 2026/27 and £75,000 in 2027/28 (indicative and capacity-led). Except where grant-funded work includes conditions that limit the level of overheads that can be recovered, all external service charges will be set on a full cost recovery basis (including overheads), using the Council's full cost recovery template. The recommended decision has no adverse financial implications for the Council. The financial impact of the do nothing option would be detrimental, as the indicated forecasts above could not be brought in, leading to challenges with Innovate Oxfordshire's financial sustainability and staff retention. Permitting without the proposed delegated authority would also have a lesser detrimental impact, due to the requirement for additional work required and delays to accessing funding streams, putting this element of the service's business model at risk.

Comments checked by :
Rob Finlayson, Strategic Finance Business Partner
Rob.Finlayson@Oxfordshire.gov.uk

Legal Implications

17. The Council has powers to provide certain services for a charge and, in limited circumstances, to trade, subject to compliance with relevant legislation and the Council's Constitution, Contract Procedure Rules and Financial Regulations (including Financial Regulation section 10.4). The Council is able to provide services for a charge where the services are discretionary, and the charge is on a cost-recovery basis only. S.93 Local Government Act 2003. The Council is also able to trade with third parties for a profit without setting up a separate trading company where the activity is covered by the Local Authorities (Goods and Services) Act 1970 (which requires the services to be of specific types and to be provided to certain public sector bodies). Where wider commercial trading is proposed (i.e. where the primary motive is trading to make money), this will require a separate trading company structure.
18. Legal advice should be sought before any arrangements are entered into to ensure that the Council has sufficient power to enter into any proposed contract. Any contracts will be developed or reviewed in accordance with the Council's Contract Procedure Rules and the appropriate delegations.

Comments checked by Busola Akande, Solicitor, Contracts (Legal).
Busola.Akande@Oxfordshire.gov.uk

Staff Implications

19. Innovate Oxfordshire's existing staff resources will be used to deliver any external work, which will be planned and prioritised so that delivery of the Council's core objectives is not compromised. This decision does not in itself create an expectation of recruitment, and the service will not make unfunded staffing commitments in advance of securing external work. Any additional capacity required for a specific engagement will be managed within existing service management arrangements and funded through confirmed full cost recovery.

Equality & Inclusion Implications

20. The service will continue to meet the Council's equality duties; An Equality Impact Assessment will be completed where a specific proposal may have a material impact on people with protected characteristics.

Sustainability Implications

21. This decision enables Innovate Oxfordshire to undertake innovation-related work with external partners that may support the council's climate and ecological ambitions. A Climate Impact Assessment will be completed where a specific proposal may have a material climate or ecological impact, in line with council guidance.

Risk Management

22. Key risks include financial risk (for example, failure to achieve full cost recovery and/or non-payment), legal and contractual risk, reputational risk, and the risk that external work could reduce capacity for core council priorities. There is also an operational resilience risk (including staff retention and potential loss of specialist capability/skills) if there are avoidable delays in processing external engagements. Risks will be mitigated through approval and oversight under the delegated authority in recommendation (b), appropriate due diligence, robust contract terms agreed with Legal Services (where required), and ongoing financial and performance monitoring.

Consultations

22. This report has been developed with input from relevant officers, including early review by Finance (including the Section 151 Officer) and Legal Services. Further consultation will take place as standard terms and initial contracts are developed and before individual engagements are contracted and invoiced.

Robin Rogers **Director of Economy and Place**

Annex: Nil
Background papers: Nil

[Other Documents:] Nil
Contact Officer: Jiaqian Zhang, Project Manager (Innovation), Economy & Place, Tel: +44 7536142700, Email: Jiaqian.zhang@oxfordshire.gov.uk

Katie Parnell, Innovation Delivery Operations Manager, Economy & Place, Tel: +44 7500814828, Email: katie.parnell@oxfordshire.gov.uk

May 2026

Divisions Affected – N/A

DELEGATED DECISIONS BY LEADER OF THE COUNCIL

11 MAY 2026

Approval to Sign Space Clipper Sub-Contract

Report by Director of Economy and Place

RECOMMENDATION

The Cabinet Member is **RECOMMENDED** to:

- a) **Agree that the Council enters into a sub-contract agreement with Space Clipper for the purpose of supporting delivery of an innovation project to improve visualisation of Local Area Energy Plans and EV charge point plans.**

Executive Summary

1. Oxfordshire County Council were approached by software developers Space Clipper last year to act as a sub-contractor in a bid Space Clipper were making for funding from UK Research and Innovation. The bid was to trial how the rapid development of 3D visualisations from GIS based systems can be used by local authorities to improve stakeholder engagement. The bid was successful and following consideration of the sub-contract by council officers, the council is now in a position to sign the sub-contract agreement: Annex 1

Background

2. Oxfordshire County Council have been engaged in the development of Local Area Energy Plans, and EV charge point plans which at one level use visual representations to help build understanding amongst stakeholders and decision makers. The Council was approached by Space Clipper in June 2025 to support a funding application for UK Research and Innovation funding for a project to assess how 3D visualisations of the energy system can be used to support local authority stakeholder engagement.
3. The Climate Action Service and Innovate Oxfordshire provided a letter of support for the application which was ultimately successful. Both parts of the council were asked by Space Clipper to act as sub-contractors to trial developments in the software and to introduce Space Clipper to energy system stakeholders during the 9-month project. Space Clipper have provided a sub-

contract agreement which has been reviewed by legal services. Each service will have its own sub-contract. The total value of each sub-contract is £4,042.5 exc. VAT. In accordance with rules on local authority charging and trading the payment only covers our costs in delivering sub-contracted services.

4. Under the Financial Regulations External Arrangements Section 10.4.1: work can only be undertaken for third parties where the council has the legal powers to undertake the work. The Council has such powers as set out in the Localism Act 2011. Pursuant to Financial Regulations, Cabinet Member approval for contract signing must be sought.

Corporate Policies and Priorities

5. This project supports the County Councils Corporate Plan in the following way:

The Space Clipper work to develop 3D visualisation tools for our Local Area Energy Planning platform will improve our ability to communicate important aspects of the energy system and build stakeholder understanding and participation in the energy transition. This will include decisions related to EV charge point roll out and the implementation of Local Area Energy Plans currently being developed by the Council. Any improvements in the delivery of EV charge points and Local Area Energy Plans will contribute to the Council's greener and fairer strategic priorities.

Financial Implications

6. In return for providing limited professional feedback on the ongoing development of the software tool as funded via Innovate UK, the two parts of the Council involved (Climate Action Service and Innovate Oxfordshire) will receive fee income of £4,025 (total £8,050). As the council will be providing a service this charge will be subject to VAT

Comments checked by:

Filipp Skiffins, Finance Business Partner, filipp.skiffins@oxfordhire.gov.uk

Legal Implications

7. The Council has the power to enter into the sub-contract and provide the services set out in this report under its general power of competence pursuant to section 1 of the Localism Act 2011. It is important to note that the Council's charges for the services must cover costs only and there must be no element of profit to comply with the rules on local authority trading. The definition of "costs" is however quite wide and can encompass all types of expenditure including staffing and other administrative costs. The sub-contract has been reviewed and amended by Legal Services and the terms and conditions are generally fair and reasonable

Staff Implications

8. Both the Climate Action Service and Innovate Oxfordshire have allocated 10 days from relevant officers respectively over the course of the 9-month project. This is to attend regular meetings with Space Clipper and follow up on any review actions as agreed. Both teams are already involved in work that has enabled the Council to deliver services with minimal impact on respective work programmes.

Equality & Inclusion Implications

9. There are no equality and inclusion implications of the Council's involvement in this innovation project, indeed the software tool has been trialled to help people living in deprived neighbourhoods to better understand the energy system and how it affects them.

Sustainability Implications

10. This project enables council knowledge and expertise to help develop GIS visualisations tools for Local Area Energy Planning and other areas that would benefit from 3D visualisation. This will ultimately mean councils and other organisations using these tools will benefit from a better product which will improve access and understanding of sustainability information.

Risk Management

11. This is a very small project with only two touch points for the Council with very limited and well-defined requirements for Council officers. Key risks are covered in the sub-contract to the satisfaction of the Council's legal team

Consultations

12. No consultations have been undertaken or required

Robin Rogers
Director of Economy and Place

Annex: Sub-contract agreement

Background papers: Space Clipper innovation funding application

Contact Officer: Mark Saunders, Energy Systems and Investment
Manager, 07871 107749,
mark.saunders@oxfordshire.gov.uk

Paul Gambrel, Team Leader EV Integration
Paul.Gambrell@Oxfordshire.gov.uk

April 2026

SUBCONSULTANCY SERVICES AGREEMENT

A	<p>Oxfordshire County Council, who is a Local Authority, registered in England & Wales and whose office is at County Hall, New Road, Oxford, OX1 1ND, will undertake the Services subject to the provisions set out in this Agreement.</p> <p align="right">(“Subcontractor”)</p>
B	<p>Space Clipper Industries Limited The Generator, The Gallery, King’s Wharf, The Quay, Exeter EX2 4AN</p> <p>Registered Company No: 14546076</p> <p align="right">(the “Space Clipper”)</p>
<p>C</p> <p><i>Insert the Space Clipper contact person and their details</i></p>	<p>Andrew Allen Managing Director andy.allen@spaceclipper.co.uk</p> <p align="right">(the “Space Clipper Contact”)</p>
<p>D</p> <p><i>Insert the name of Consultant(s)</i></p>	<p>Name of the Subcontractor employee(s) “Consultant(s)” who will undertake the Services on behalf of the Subcontractor:</p> <p>Mark Saunders mark.saunders@oxfordshire.gov.uk</p> <p align="right">(the “Consultant”)</p>
<p>E</p> <p><i>Describe the work and any deliverables or attach a detailed description thereof and refer to that attachment here</i></p>	<p>The Subcontractor will provide the Services of the Consultant to perform the following work:</p> <p>See appendix of details of work</p> <p align="right">(the “Services”)</p>
<p>F</p> <p><i>Insert any additional Space Clipper Obligations</i></p>	<p>Space Clipper’s Obligations</p> <ul style="list-style-type: none"> - To provide visualization materials for the subcontractor to review - To provide stakeholder maps for the subcontractor to review - To provide dissemination materials to allow the subcontractor to make effective introductions - To provide background context to allow the subcontractor to effectively feed into Space Clipper’s business model. <p align="right">(the “Space Clipper’s Obligations”)</p>
<p>G</p> <p><i>Insert start and end date</i></p>	<p>The agreed timetable for delivering the Services is as follows:</p> <p>Start Date: 01 September 2025 End Date: 30th June 2026</p> <p align="right">(the “Commencement Date” and the “Completion Date”)</p>
<p>H</p> <p><i>Insert charges and out of pocket expenses</i></p>	<p>Charges (exclusive of VAT):</p> <p>Up to a total value of £4,042.5 exc. VAT for the project</p> <p align="right">(the “Price”)</p> <p>Out of Pocket Expenses that Space Clipper must pay for (subject to provision of reasonable evidence of the same having been incurred): Travel</p> <p align="right">(the “Expenses”)</p> <p>To be invoiced: based on completion of successful delivery of deliverable as outlined in the appendix with invoicing amounts as follows:</p>

	- MS 1 Completion: £4,042.5
	<p>Space Clipper's invoicing address and contact details (if different to above address): andy.allen@spaceclipper.co.uk</p> <p>PO number to include on invoice (if applicable): None</p> <p>VAT Number: 4432067</p> <p style="text-align: right;">(the "Invoice Address")</p>

By signing you are agreeing to these terms and conditions:

For and behalf of the Subcontractor

For and behalf of **Space Clipper**

Signed _____

Signed ____

Date

Date:

Title

Title: Managing Director

Print Name

Print Name: Andrew Allen

Space Clipper Industries Limited
Terms and Conditions

1. **Definitions, the following words shall have the following meanings:**
 - 1.1. The definitions **Subcontractor, Space Clipper, Space Clipper Contact, Consultant, Services, Space Clipper Obligations, Commencement Date, Completion Date, Price, Expenses and Invoice Address** shall have the meanings set out in section A-G.
 - 1.2. **Agreement** shall mean the contract formed by the Subcontractor's acceptance of these terms and conditions set out herein.
 - 1.3. **Background IP** shall mean all technical know-how and information known to either of the Parties at the date of this Agreement together with all intellectual property rights owned by or licensed to the Parties at the date of this Agreement, all technical know-how and information and intellectual property rights owned by or licensed to the Parties which is not Foreground IP.
 - 1.4. **Confidential Information** shall mean information provided directly or indirectly by one Party in oral or documentary form or by way of models, biological or chemical materials or other tangible form or by demonstrations and whether before, on or after the date of this Agreement which in each case at the time of provision is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence; and any copy of the foregoing.
 - 1.5. **Event of Force Majeure** shall mean any cause outside of our respective reasonable control (as the context requires), for example but without limitation strike action, civil disturbance, fire or flood.
 - 1.6. **Foreground IP** shall mean all information, know-how, results, designs, inventions and other matter capable of being subject of intellectual property rights which is conceived, first reduced to practice or writing or developed in whole or in substantial part in the course of delivery of the Services.
 - 1.7. **Parties** shall mean Space Clipper and the Subcontractor and 'Party' shall mean either of them.
2. **Duration and Termination.**
 - 2.1. This Agreement shall commence on the Commencement Date and the Subcontractor shall use its reasonable endeavours to complete the work by the Completion Date or such other date as may be agreed by the Parties (in writing). However time for delivery of the Services in accordance with the timetable is not a fundamental condition of the Agreement unless and to the extent it is agreed otherwise in this Agreement. If the Subcontractor is delayed or prevented from performing its side of this Agreement for reasons beyond its reasonable control Space Clipper will not hold the Subcontractor liable for that situation. The same applies in reverse if Space Clipper faces circumstances beyond its reasonable control.
 - 2.2. Where the description of the Services indicates the involvement or use of specific personnel or facilities which the Subcontractor are to provide the Subcontractor will use reasonable endeavours to provide or procure the same but reserve the right to substitute reasonable comparable alternative personnel or facilities if they become unavailable for any reason. The Subcontractor will normally use reasonable endeavours to notify Space Clipper in advance where practicable of any material change of personnel or facilities.
 - 2.3. If the Consultant is or becomes unavailable to work and no replacement is secured, this Agreement may be terminated by either Party giving written notice to the other Party such notice to take effect either forthwith or as specified in the notice.
 - 2.4. The Subcontractor may also terminate forthwith this Agreement if the Space Clipper:
 - 2.4.1. commits material breach of this Agreement and in the case of a breach capable of remedy within 30 days, does not remedy the breach within 30 days' notice from the Subcontractor specifying the breach and requiring it to be remedied; or
 - 2.4.2. compounds or makes arrangements with its creditors or goes into liquidation (voluntary or otherwise) other than for the purpose of a bona fide reconstruction or a receiver, administrative receiver or administrator is appointed in respect of the whole or any part of its business or assets or if any similar or analogous event occurs.
 - 2.5. On termination of this Agreement, Space Clipper will pay the Subcontractor:
 - 2.5.1. Any payment which was due to the Subcontractor prior to the date of termination but which was not paid prior to termination, and
 - 2.5.2. A proportion of the next payment (if any) falling due after the date of termination reflecting the Subcontractor's actual expenditure on Services prior to the date of termination and any non-cancellable commitments entered into by the Subcontractor.
 - 2.6. On termination of this Agreement, if this Agreement states that the Subcontractor will prepare a report, it will be provided to the Space Clipper once any payments due under clauses 2.5 and 5 have been received by the Subcontractor.
3. **Change Control.** Changes to the scope of the Services requires the Subcontractor's express written approval and the Subcontractor reserves the right to adjust the amount of or the basis of charging caused by any such proposed changes at the subcontractor's absolute discretion. The Subcontractor will indicate in advance any proposed change in scope and any impact on the sums that the Space Clipper will be required to pay as a result of such change.
4. **Warranties, liability and indemnities**
 - 4.1. Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.
 - 4.2. The Subcontractor undertakes that it will use suitably qualified persons and reasonable endeavours to perform the Services and if any part of the Services is performed negligently or in breach of Agreement then, at the request of Space Clipper given within 12 months of the Completion Date, the Subcontractor will re-perform the relevant part of the Services, always subject to 4.4 and 4.5.
 - 4.3. The Subcontractor expressly does not warrant that any result or objective whether stated in this Agreement or not shall be achieved, be achievable or attained at all or by a given Completion Date or any other date.
 - 4.4. Except in the case of death or personal injury caused by the negligence, wilful misconduct or fault of the Subcontractor, its agents, employees, contractors, and representatives, the Subcontractor's liability under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, shall not exceed the Price payable under this Agreement.
 - 4.5. Except in the case of death or personal injury caused by Space Clipper's negligence, and in respect of insurable loss cost or damage pursuant to clause 8.4 Space Clipper's liability under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, shall not exceed 1 times the Price payable under this Agreement.
 - 4.6. Space Clipper is not entitled in connection with the Agreement to:
 - 4.6.1. claim from the Subcontractor anything other than direct loss, thus the right to claim for indirect and consequential loss of any kind is hereby excluded.
 - 4.6.2. claim from the Subcontractor loss of profits, loss of opportunity, anticipated savings or anticipated business improvements all of which are hereby excluded.
 - 4.6.3. withhold payment of any sum due under the Agreement, thus Space Clipper cannot for example set off an amount that Space Clipper say the Subconsultant owe Space Clipper from sums Space Clipper owe to the Subconsultant.
5. **Price and Payment**
 - 5.1. In consideration of the Services to be provided by the Subconsultant, Space Clipper shall pay the Price and Expenses in accordance with the payment provisions set out in Section H.
 - 5.2. Where the Price is quoted on a daily rate basis, a day shall mean up to eight (8) hours and zero (0) minutes. Any hours beyond eight (8) hours and zero (0) minutes shall be charged pro-rata to Space Clipper.
 - 5.3. The Subcontractor retains the discretion to charge for any reasonable costs incurred in connection with any variation in or delay to the Services resulting from Space Clipper's instructions or lack of instructions.

- 5.4. If and to the extent the Subcontractor has identified in Section H any payment which it needs to make to third parties it can require payment of those sums in advance from Space Clipper.
- 5.5. All sums due under this Agreement:
- 5.5.1. are exclusive of Value Added Tax and any other applicable sales taxes or other duties, which where applicable will be paid by Space Clipper to the Subcontractor in addition to any amount or rate quoted;
 - 5.5.2. shall be paid on the due date(s) by Space Clipper to the Subcontractor as specified overleaf or no more than 30 days after receipt of the Subcontractor's invoice, unless and to the extent expressly agreed otherwise in Section H; and
 - 5.5.3. shall be made in Sterling, unless otherwise specified, by Space Clipper in accordance with the instructions set out in the Subcontractor's invoice. All payments shall quote the Subcontractor's invoice reference.
- 5.6. Without prejudice to any other right or remedy available to the Subcontractor, it has the right to charge interest on any unpaid sums in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 6. Confidential Information.**
- 6.1. Subject to clause 6.3 it is agreed that during the Agreement and for five years after the Agreement ends the Subcontractor and Space Clipper shall each keep secret the other Party's Confidential Information which may become known to that Party from the other Party, unless the relevant information is public knowledge or already known to that Party at the time of disclosure or subsequently becomes public knowledge other than by breach of this Agreement or subsequently comes lawfully into the possession of that Party from a third party.
 - 6.2. To the extent necessary but only to perform the Services each Party may disclose Confidential Information of the other to those of its personnel as may be reasonably necessary, provided that before any such disclosure takes place each Party shall ensure the recipients are under obligations to keep the same secret and only to use it to perform the Services and shall at all times procure compliance by those persons with those obligations.
 - 6.3. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law (including under the Freedom of Information Act 2000 or Environmental Information Regulations 2004), by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.
- 7. Intellectual Property Rights.**
- 7.1. Space Clipper shall own Foreground IP rights, as outlined in the appendix, arising from and as a result of the provision of the Services and shall be responsible for all costs associated with the registration, protection and maintenance of such Foreground IP.
 - 7.2. Space Clipper agrees that it will not obtain any right, title or interest in or to any Background IP provided or used by the Subcontractor for the purposes of supplying the Services to Space Clipper.
 - 7.3. The Subcontractor gives no warranties nor makes any representations in relation to any intellectual property provided or created in the course of the Services.
- 8. Visits and Property.**
- 8.1. Space Clipper may attend, on reasonable notice and at mutually agreed times at the Subcontractor's premises and inspect progress of the Services from time to time. The Subcontractor shall not be liable for any loss, destruction of or damage to items or property provided by Space Clipper to the Subcontractor on whatever terms in connection with the Services, except if caused by the negligence, wilful misconduct or fault of the Subcontractor, its agents, employees, contractors and representatives and always subject to clauses 4.4, 4.5 and 4.6.
 - 8.2. Space Clipper agrees to ensure that the Subcontractor's personnel or other persons authorised by the Subcontractor who visit Space Clipper's premises in relation to this Agreement will at all times be kept safe whilst on the Space Clipper's premises. It is the Space Clipper's responsibility to ensure that any such visitors are made aware of any applicable site and or health and safety rules in advance.
 - 8.3. To the extent that the Subcontractor's personnel visit Space Clipper's premises in connection with the Agreement, Space Clipper will maintain occupier's liability insurance with a reputable insurer of an amount of not less than £5 million for each and every claim for personal injury and/or loss or damage to goods and provide the Subcontractor when reasonably requested satisfactory evidence that Space Clipper is so insured and that the premiums are paid up to date.
 - 8.4. If the Subcontractor suffers claims loss cost or damage as a result of the Subcontractor's personnel visiting Space Clipper's premises or by the possession or use of information or materials provided by Space Clipper in connection with the Services Space Clipper agrees to reimburse the Subcontractor on a pound for pound basis on demand for all such loss cost or damage that the Subcontractor suffers.
 - 8.5. Clause 8.4 does not apply to loss cost or damage caused by the Subcontractor's negligence or the negligence of those visiting Space Clipper's premises.
- 9. Approval/Amendment.**
- 9.1. Space Clipper acknowledges and agrees that no signature other than that of an authorised representative of the Subcontractor shall make this Agreement binding on the Subcontractor.
 - 9.2. No variation, amendment or addition to this Agreement can be made or agreed unless it is in writing and signed by an authorised representative of the Subcontractor.
 - 9.3. The Subcontractor reserves the right to adjust the Price caused by proposed changes at its entire discretion. The Subcontractor will indicate in advance any proposed change in scope and any impact on the Price that the Space Clipper will pay as a result of such a change.
- 10. Force majeure.**
- 10.1. The Subcontractor will not be liable to Space Clipper (nor Space Clipper to the Subcontractor) for non-performance of their respective obligations under the Agreement to the extent that such non-performance is due to an Event of Force Majeure.
 - 10.2. If an Event of Force Majeure arises:
 - 10.2.1. the obligations of the Party affected shall be suspended during the period but only to the extent that that Party is prevented or hindered from complying with them;
 - 10.2.2. the Party affected shall give notice in writing to the other Party as soon as reasonably possible stating the nature of the Event of Force Majeure and how it effects it; and
 - 10.2.3. failure to give such notice under clause 10.2.2 shall forfeit the rights of that Party to claim suspension of its obligations;
 - 10.3. In the event that the Event of Force Majeure continues for more than 3 months either Party may terminate this Agreement on 30 days' notice.
- 11. Assistance and delay by Space Clipper.** Space Clipper shall provide all information and materials sufficient in the reasonable opinion of the Subcontractor to enable the Subcontractor to proceed with the Project on or after the Commencement Date. If at any time in the reasonable opinion of the Subcontractor such information and/or materials are not provided in a timely fashion then the Subcontractor may alter the Commencement Date or the Completion Date or terminate the Agreement as provided for in this Agreement.
- 12. Dispute Resolution and Applicable Law.**
- 12.1. If any dispute or disagreement arises out of this Agreement, the Parties shall attempt in good faith to settle the matter in dispute or disagreement by negotiation. Any settlement or agreement reached by the Parties shall not be binding on either Party unless it is in writing and signed by a person duly authorised on behalf of that Party.
 - 12.2. Nothing in this clause 13 shall prevent either Party from commencing court proceedings.

12.3. The Agreement shall be governed by and construed in accordance with the laws of England and the Parties hereby submit to the exclusive jurisdiction of the English Courts.

13. **Notices.** Any notice to be served on either of the Parties by the other shall be sent by email or prepaid first-class recorded delivery or registered post or delivered by hand to the address set out in Sections A and C or such other addresses as may be notified in writing by either Party to them for the purpose of this clause after Agreement has been formed and the same shall be deemed to be received by the addressee (if sent by post) within 48 hours of posting or (if delivered by hand) at the time the same was left at the address for the addressee or (if sent by email) at the time of transmission, or if this time falls outside working hours in the place of receipt, when working hours resume.
14. **Entire Agreement.** The Agreement constitutes the entire agreement between Space Clipper and the Subcontractor relating to the Services and sets out the terms expressly agreed between Space Clipper and the Subcontractor in relation to such Services. Accordingly any other terms undertakings promises understandings or arrangements of whatsoever kind reached or given between the Parties or by other persons in but not set down in the applicable Agreement are excluded.
15. **Anti-Bribery.** Both Parties shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity practice or conduct had been carried out in the UK.
16. **General.**
 - 16.1. The failure by Space Clipper or the Subcontractor to enforce at any time or for any period any one or more of the terms of the Agreement shall not be a waiver of such terms nor of the right at any time subsequently to enforce any of the terms of the Agreement.
 - 16.2. All rights under the Agreement are accumulative and no exercise by Space Clipper or by the Subcontractor of any such right shall restrict or prejudice the exercise of any other right available to either Party.
 - 16.3. Space Clipper does not have the power to act on the Subcontractor's behalf or otherwise bind the Subcontractor in any way whatsoever.
 - 16.4. Space Clipper may not assign, delegate, sub-contract or otherwise transfer any or all of its rights and obligations under this Agreement without prior written agreement of the Subcontractor.
 - 16.5. By entering into the Agreement Space Clipper is not entering in a partnership or joint venture with the Subcontractor nor with anyone else nor does it create a relationship of employer and employee nor that of principal and agent.
 - 16.6. Under the Contracts (Rights of Third Parties) Act 1999 in certain circumstances, persons who are not Parties to a contract can benefit from and or enforce its terms. For the purposes of the Agreement Space Clipper agrees with the Subcontractor that no other person can enforce or benefit from any term of the Agreement (unless and to the extent that stated otherwise in the Agreement).

Appendix

Invoicing Milestones

MS ID	Milestone Description	Milestone Details	Invoicing Date	Amount
1	The provision of 10.5 day of consultancy services	<ul style="list-style-type: none">- Helping to identify and providing introductions to other key stakeholder groups (External from the council)- Provide insight for stakeholder mapping- Providing access to stakeholders within the council- Providing information to aid with Space Clipper Business Plan- Developing a council business brief on how the tool might be used.- Reviewing visualizations and providing feedback- Providing insight as to what visualization would be of value to the council and broader stakeholders	13/06/2025	£4,042.5

Foreground IP Ownership

Foreground IP to be owned by Space Clipper:

- The designs, architecture, computer code, technical knowledge & know-how and documentation produced by Space Clipper as part of the project (To be stored within Space Clipper's version control repository, hardware and shared drives). Where interfaces with other software or hardware are created clear documentation will be produced outlining the IP boundary.
- The visualizations, user interfaces, user experience designed and/or produced by Space Clipper, within the project, at all stages of development. A log will be maintained over the project duration.
- Datasets output by Space Clipper as part of the project, within the bounds of usage rights and licencing of input datasets (unless otherwise explicitly agreed in writing). A log of datasets will be maintained over the project.
- Research Outputs produced by Space Clipper (for example, proof-of-concepts, prototypes and demonstrators, experimental platforms, validation frameworks)
- Space Clipper's business model.
- Any Patents and Patentable Inventions produced as part of the project (e.g. novel technical solutions, inventions conceived or reduced to practice, patient applications and granted patents)
- Improvements in Space Clipper's background IP

Foreground IP will explicitly exclude the Subcontractor's:

- Own business models developed as part of this project (for example but not limited to relating to how they would use visualization or data outputs). For the avoidance of doubt the Subcontractor shall own all such Foreground IP.

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How does the project meet the challenge described in the competition scope?

Need

Reaching Net Zero goals will require Local Authorities (LAs) to engage, persuade and incorporate feedback from a range of stakeholders including funding bodies, planning officers and general public. Stakeholder and planning officer engagement is typically long and resource intensive and often leads to delays/resistance. The perceived visual impact of projects are often the cause of contention. 2-D GIS maps are the primary visual aid used in the stakeholder engagement process. These 2-D snapshots don't demonstrate to stakeholders what the project will actually look like, nor its impact on the surrounding landscape/streetscape. Due to a lack of an effective means of conveying project concepts stakeholders/planning officers often:

- have misconceptions/uncertainty about the project concept and its impact on the surrounding landscape/streetscape. This leads to resistance, delays and conservative decision making (i.e. concept rejection).
- can't raise issues or provide feedback early in the design stage which can lead to downstream (expensive) project risks

Two LA examples where stakeholder engagement is challenging include (there are many more):

- gaining planning consent/public acceptance of public EV chargers within listed and conservation areas (Oxfordshire County Council discussions). Plan refusals led to weeks of planning efforts wasted as well as delay in Net Zero progress.
- Local Area Energy Plans (LEAPs), which must be accepted by the communities which they impact. Stakeholder engagement can account for up to 50% of the cost/effort of a LEAP. The community engagement element of subsequent micro-LEAPs (below primary substation level) can be an even higher proportion leading to similar costs to a county wide LEAP (~£150k). It's estimated that the cost of these micro-LEAPs must be reduced by an order of magnitude to be scalable (Low Carbon Hub).

Solution

Space Clipper Industries (SCI) is developing a software tool to rapidly render 3-D visualizations of project concepts and the surrounding landscape/streetscape, aiding the stakeholder engagement and planning consent process for Net Zero planning.

It does this by ingesting the standard 2-D GIS files/data structures of project concepts and, via an automated tool chain, rapidly renders a high fidelity 3-D model of concept and landscape/streetscape. These renders can rapidly be updated to incorporate stakeholder feedback by altering the underlying 2-D GIS file or the 3-D model. The 3-D model can be used to output static images (from particular view points), video fly-throughs or walk throughs and even VR experiences.

It's estimated our solution could increase public EV charger consent in contested area by 15% and reduce the cost of the stakeholder component of LAEPs by ~20% and have many other use cases.

Project and Meeting Competition Scope

Our project will accelerate the planning and deployment of Net Zero projects by reducing friction/resistance to low carbon projects through effective stakeholder engagement, concept/visual impact clarity and empowering stakeholder feedback, thus aiding LAs reach their Net Zero Goals.

Within this project we will deploy and further develop our solution and conduct detailed/iterative testing and refinement with Oxfordshire Council Council as well as the 5 district councils within Oxfordshire (Customers/Users), broader stakeholder and end users (general public/planning officers). Testing will be conducted in real world environments on a mixture of historical and live projects around the specific themes of visualizing EV chargers within listed and conservation areas as well as visualizing projects within LEAPs and micro-LEAPs. These use cases are recognized priority areas for these LAs (and for many others). An iterative improvement, user-centric design approach will be used to focus R&D efforts towards addressing user and end user needs, developing an attractive value proposition and business model for both SCI and Local Authorities as well as ensuring rapid commercialization route post project.

What are the main technical challenges you are addressing?

Main Technical Challenges: Enabling

- clear communication/visualization, to key stakeholders, of low carbon project concepts and their impact of the surrounding landscape/streetscape.
- Scalability, by automating the production of 3-D project concept renders from toolset which planners use as standard.

- The approach to be performed rapidly/cost effectively so it can be used as part of standard engagement and multiple concept iteration rounds can be performed with stakeholders.

Addressing the Challenge: Our rapid/automated 3-D visualization engine enables:

- The production of high fidelity 3-D models of low carbon project concepts and their surroundings (landscape/streetscapes) from which static images, video fly/walk throughs and VR experiences can be produced.
- Scalability, by automated rendering of 3-D models directly from 2-D GIS files or data structures (2-D maps) which are the standard outputs in planning. i.e. allowing the planners (and non-planners, engagement/investment/public consultation teams) to easily use the tool and produce outputs for multiple use-cases.
- The rapid/cost effective production of 3-D renders by passing the input 2-D GIS files, or data structures, through an automated tool chain to produce the 3-D renders, utilizing low cost and high coverage datasets to produce the 3-D landscapes/streetscapes and utilizing scalable AI approaches to build 3-D element libraries (i.e. wind turbine/E.V. chargers) which will form the building blocks of the project concept.

Innovation Overview: Our first of its kind approach uses:

- generative AI (Generative Adversarial Networks) and procedural model to produce develop 3-D element models (e.g. wind turbines, E.V. chargers)
- A 3-D geospatial visualization engine (Cesium) to create a 3-D rendered landscape/streetscape (around a proposed project extent).
- A variety of novel methods to "map and interpret" features (attributed points, lines and polygons) from 2-D GIS files to geolocate 3-D elements within the 3-D landscape

We use these building blocks to automate the production of 3-D, high-definition, interactive visualizations of low carbon project concepts from standard 2-D geospatial files (maps). Manipulated data is fed, via automated data pipelines into the Unreal games engine, which renders the high fidelity 3-D, interactive, scene and provides the base functionality to output the static images, video and VR files.

Main Technical Deliverables:

- An extended 3-D element library incorporating elements required for our live trial of the tool

- Integration with the LENZA GIS tool via an API to allow a smooth workflow with a GIS tool commonly used by local authorities for net zero planning.
- An updated workflow and coded data pipelines to render 3-D landscapes and streetscape to match the fidelity requirements and cost requirements of the local authority use cases.
- A refined User Interface and outputs which match the needs of users/end users

R&D to prove the merit of the project:

Scientific-Merit: will be proven by our 3-D model renders and outputs meeting the fidelity and accuracy requirements of our users and end users within our live trial environments.

Commercial-Merit: will be proven through validation that the tool addresses user/end user needs and pain points, a value estimation to users/end users within the live trial and validated business models from both Space Clipper and the Local Authorities(user)

Environmental-Merit: will be proven as part of the value estimation exercise via a validated estimation of the acceleration in uptake of low carbon solutions vs a base-line scenario.

Deployment Impact:

- More efficient stakeholder engagement leading to reduced stakeholder and public consultation time (20-25% initial LA estimates)
- Increased buy in from local communities and reduced downstream risk of low carbon projects through improved concept clarify and feedback from early project stages.
- A reduced rejection rate of low carbon projects in listed and conservation areas due to impact clarify to planning officers (10-15%)
- Freeing up of LA resources and budgets

Are similar products currently available in the market?

Current State of the Art and Limitations

2-D GIS maps are the standard visual output for conveying project concepts to stakeholders (potential investors/funders, the general public) and planning officers. These 2-D snapshots don't convey what the project will look like nor impact on the surrounding landscape/streetscape.

3-D Lidar point clouds or drone footage of existing projects can be used to provide an idea of what historical projects look like, but they are not specific to the project/landscape in question and different options can't be visualized.

3-D CAD can be used to draw 3-D scenes, however, they are expensive to create, not scalable and CAD expertise is not typically included in most geospatial planning teams.

There is some early adoption of games engine technologies for planning, for example through experiments with BIM integration. However, these are mainly for improved rendering over CAD models and don't allow cost and scalability benefits which our approach enables.

Product Differentiation: Our Solution:

- Fills the gap between what planning teams output as standard (2-D GIS maps) and the 3-D renders of project concepts in a 3-D geolocated landscape/streetscape by using the 2-D GIS files as an input to rendering the 3-D project concept.
- Allows for the rapid generation of new 3-D elements via generative adversarial networks or direct CAD imports allowing us to address 3-D rendering across multiple sectors at scale.
- Is cost effective and easy to use, and hence scalable, enabling it to be used in standard workflows and by existing geospatial planning teams.

Existing IP and IP Strategy:

Space Clipper utilizes 3-D party software tools and datasets as part of its automated toolchain. Comprehensive checks have been made around license conditions, attribution, integration and commercialization requirements. These tools allow for considerable freedom to operate, integrate, contribute additional functionality (which formed part of their selection process) and commercialize the outputs. Space Clipper owns the IP and rights to it owns code base and associated documentation for the 3-D visualization engine and will own the IP produced as part of this project. It also has attribution rights for outputs created by the tool.

Maintaining Freedom to Operate: Space Clipper

- Uses clear and strong confidentially and subcontractor agreements as standard with clear statements around IP ownership, IP rights and indemnification.
- creates and maintains clear documentation and evidence of background and foreground IP

- will resolve IP disputes through a staged approach of informal resolution, mediation and litigation

A clear IP Strategy has been developed to both protect IP as well maintain freedom to operate.

Novel Concepts/New Approaches, Tools & Technologies:

Our solution incorporates a number of novel concepts, approaches and technologies:

- The ability to map 2-D geospatial features (points, lines, polygons) and their attributes to geospatially position, orientate and distribute libraries of 3-D elements on a 3-D landscape, through a mixture of rule based, analytical intelligence, procedural and AI based methods.
- The use of generative adversarial networks (as well as other approaches such as procedural methods or CAD imports) to rapidly create 3-D elements to populate our element libraries.
- Via our novel approach the ability to apply games engine technology across multiple planning sectors at scale.

These approaches enable high-fidelity, cost effective and scalable rendering of 3-D project concepts and the surrounding landscape/streetscape as well as a user friendly approach to 3-D Model generation and integration into the existing planning process

Describe your project plan and identify the main milestones.

Key Resources: Critical Senior roles/human resources have been identified including key Local Authority (LA) roles. Project resource requirements have been provisionally incorporated into company resource forecasts. Key datasets/data routes have been identified and access assured. Scalable compute infrastructure is in place.

Main Success Criteria (SMART milestone links in appendix):

- User/end user needs/pain points have been addressed proving the value proposition
- The delivered User Interface/Outputs meet user/end user needs
- The refined tool is proven to deliver significant user/end user value in live trial environments
- There is an integrated workflow with LA existing GIS tools

- A clear business plan is developed for Space Clipper and LAs

Project Management Processes:

Space Clipper employs a comprehensive project management and reporting system that is robust, flexible and responsive to changes in project scope, opportunities, challenges and learnings from our agile continual improvement process.

The wider team will hold bi-weekly delivery meetings and sub-teams will update daily on technical progress, providing regularity of feedback and clear management reporting lines. Tasks are "ticketed" and formally tracked through web-based GitLab task-management system, providing a full audit trail of tasks, linked to 12 key milestones, KPIs, deliverables and risks.

Leads for each work package have been assigned. The project manager will form the focal point of reporting having oversight through clear/transparent/regular communication/documentation channels. Project assurance and problem escalation will be delivered via our project board.

Demonstrating Technical & Commercial Feasibility Plan: 12 project SMART milestones have been defined(see appendix). Technical feasibility will be demonstrated through development of high fidelity 3-D landscapes/streetscapes(MS4), 3-D element generation(i.e. E.V. chargers/electricity pylons)(MS6), integration with a GIS platform (LENSA) to prove scalability and integration with existing work flows(MS7), culminating in the ultimate test via live trials in a real environment(MS9).

Commercial feasibility will be assessed via a validation that the tool addresses user needs/pain points(MS10), evidencing the value to users/end users, business models created by both Space Clipper and LAs as well as a clear commercial roll out plan(MS11).

Development in a Real World Environment Plan: is assured in Work Package 6 (See appendix) where the visualization engine will be tested on 2 Oxfordshire County Council (OCC) Projects, with the tool outputs being actively tested, evaluated, refined and validated by users/end users in both planning and public consultation environments. Insights collected will inform value creation estimates, value proposition validation and the commercialization plan(work package 8).

Risk Management Approach: A comprehensive risk management process will be utilized allowing individual risk events and overall project risk to be understood and managed proactively, optimizing success by minimizing threats and maximizing opportunities and outcomes. Key risks are scored in the appendix.

Key Risks Summary:

Technical: high data costs leads to too higher price point and a lack of integration with existing workflows leads to lack of uptake/scalability

- Mitigation: engage users to find the right balance of fidelity vs price point and we have subcontracted Advanced Infrastructure Technology to integrate with GIS platform "LENSA" which many LAs use.

Commercial: LAs do not perceive the tool to have sufficient value to purchase it.

- *Ensure accurate LA needs/pain points capture, continuously testing/refining our solution with LAs to ensure these are addressed.*

Environmental: LA budgets are further constrained leading to less budget to purchase software tools

- *Within the project we will calculate and disseminate cost/efficiency improvements by tool use vs tool cost*

Engagement: LA stretched resource leads to reduced commitment and an incomplete capture of pain points.

- *We have subcontracted OCC to ensure time commitment. Multiple LAs have been engaged and agreed to provide time commitment. A robust, engagement plan will ensure work loads will be spread across LAs with redundancy across roles.*

Who is in the technical team?

Organizations Involved & Time Commitments:

Space Clipper Industries (SCI): Lead: 153 days: Developing, testing, refining the 3-D visualization tool and commercialization approach.

Oxfordshire County Council (OCC): Subcontractor: 21 days: Beta tester of the tool across 2 live trials. Developing the business case from the local authority viewpoint. Facilitating access to stakeholders and end users. Providing key input datasets.

Insight6: Subcontractor: 8 days: Providing specialist stakeholder engagement and business development support and to de-risk and help upskill SCI's new business development hire.

Advanced Infrastructure Technology (AIT): Subcontractor: 28 days: Enabling integration into LENZA GIS tool, the current GIS tool many local authorities use for net zero infrastructure planning.

Local Authority (LA) Partners & Commitment Level

The roles of OCC is outlined above with subcontractor commitment from OCC, ensuring input from the Energy systems, engagement and Zero Emission Vehicles teams.

2 clearly defined use-cases have been established with the LAs being both users/customers of the tool (with additional potential use-cases identified. e.g. Local Nature Recovery Plan stakeholder engagement)

OCC have provided a clear intent to integrate the tool into its workflows and utilize its outputs. OCC facilitated the onboarding of subcontractor AIT to enable integration with existing GIS tool LENZA. The business models developed in the project will determine the procurement route.

OCC will facilitate wider LA involvement to ensure maximum uptake/impact across LAs.

End User Access: OCC will facilitate access to end users both within the live trails and more generally across the project. Support will include credibility association, direct introductions, workshop facilitation, sit in sessions as well as direct output testing & feedback.

Skills/Capabilities/Experience

A highly capable, experienced and well balanced team has been assembled for project delivery. A skills matrix was used to assess key skills requirements (including soft skills). Members were selected based upon skills fit, experience in project delivery and required role, resource availability, skills redundancy and company policies.

Project Manager / AI Lead: Andrew Allen (SCI): 10 years experience leading, project managing, delivering a diverse set of R&D projects across roles. Expert in AI, developing approaches used in 3-D for element generation & high fidelity landscape data infilling. (60 days)

Technical Lead: Bob Merrison-Hort (SCI): Experienced full stack developer, developing software products from inception, through testing and operational deployment. Highly skilled/experienced across UI/UX, games engine development, data pipeline build out & integration as well as user testing. (55 days)

Stakeholder Engagement/Commercialization Lead: Rhian Huxtable (Insight6): 15 years experience across stakeholder research, customer insight & business development. (8 days)

Business Development Researcher: New Hire (SCI): Mid-level BD researcher to aid developing and operationalizing the SCI business case. The role will be de-risked via subcontractor insight6 helping to upskill the new hire. (43 days)

GIS Integration Lead: Lily Cairns-Haylor (AIT) & Team: (28 days): LENZA product lead with specialist expertise in user centric design, integration and practical functionality.

Energy Systems & Investment Manager: Mark Saunders (OCC): Leads Energy Systems project coordination and Local Area Energy Planning (LAEP) at OCC. Mark & his team will act as beta tester of the tool and facilitate the LAEP stakeholder engagement live trail) (11 days)

Zero Emission Vehicle (ZEV) & Energy Integration Lead: Paul Gambrell (OCC): Leads the ZEV team and their integration to energy systems at OCC. Paul & his team will act as beta tester of the tool and facilitate the E.V. charger impact in listed can conservation area live trail) (11 days)

What is the commercial potential of your project?

Commercial Potential (Public, Private, Domestic/International Markets)

Initial Target customers: Local Authorities(LAs) for stakeholder engagement/visual impact assessment on Local Area Energy Plans (LAEPs) and Public E.V. charger deployment.

Follow on Target Customers: Renewable Energy Planners, Energy System Operators (ENOs), Public E.V. Charge Point Planners in domestic/international Markets.

End users include: Local Authorities/Government planning officers, the public, investors, land-owners

LAEPs Broader Market to 2035: ~330 LAs * £150,000 (per LAEP) = £49m

Public Charge Point Deployment Planning (PCPDP) to 2030: ~ 225,000 (Gov target) * £6,000 / 10 (chargers per plan) ~ £135m

Renewable energy broader market to 2030:

- UK (Clean Power 2030 Action Plan, wind + solar) ~16% CAGR. 43GW additional capacity = ~£50bn (~£10bn p.a.)

- International (S&P Insights, wind + solar) ~14.8% CAGR. 4.5TW additional capacity=~\$1000Bn (~\$200bn p.a.)

Addressable Market:

Initial Target:

- LAEP addressable stakeholder engagement ~10% ~ 4.9m to 2035
- PCPDP: 5% in contested area with 15% application improved outcome ~£1m to 2030

Follow on Renewable Energy: Community engagement/Communications, marketing, landscape assessment, due diligence cumulatively account for ~0.5% of Capital/installation costs. Upper-bound addressable UK Market ~£50m p.a. International ~\$1.Bn p.a.

Short Term Delivery Plan (Months Post-Project)

- Month 3: Private finance raised for team build out.
- Month 5: Improved LENSEA integration compete with supporting schema updates/broader 3-D element libraries
- Month 9 : Live trail round-2 complete with new LA testing end-to-end service with documentation/support services.
- Month 10: 3-D element request service deployed allowing user to request particular 3-D element generation
- Month 12: Two project led sales to LAs complete (Space Clipper operating the tool). Customer willingness to pay validated (MRL-6)
- Month 14 post project: Tool deployed for limited use-cases

Expected Route to Market

Initial Targets Markets/User: as defined above

Distribution/Sales Channels: Through

- introductions from LAs, via attending/marketing at relevant events and inside sales through demos/webinars.
- leverage our LENSEA GIS platform integration to use Advanced Infrastructure Technologies (AIT) existing channels (e.g. Energy Network Operators)

Pricing: Strategy be will refined in this project and follow on testing. Value added/cost saving estimates will provide the upper pricing band per use case. Penetration pricing will be used to gain early market traction. Customers will pay a basic monthly subscription, then pay additional fees to unlock bundles of 3-D element models.

2-year post project: 40 LAs onboarded & ~30 Renewable Project Planners and 1 ENOs. Revenue~£400,000 p.a.

5-year post project: 7 integrations with GIS providers in both domestic/international markets. High penetration into domestic LA projects, larger renewable energy projects and ENOs. 70% revenue from international private sector sales. Revenue~£8million p.a.

Competitive Advantage: Our Solution

- Bridges the gap between the standard outputs that geospatial planning teams produce and what stakeholder engagement, public consultation and marketing and sales teams need through the conversion of 2-D GIS maps into 3-D high fidelity immersive content of project concepts and the surrounding landscapes/streetscapes.
- Allows this 2-D to 3-D conversion to be done cost-effectively by utilizing an automated tool chain, high coverage & cost effective datasets as well as a novel process for 3-D element creation.
- Allow this to be done in a scalable way through an easy to use automated process (which existing planning teams can use), integration with existing workflows and GIS tools, and use of games engine technology to allow efficient 3-D rendering of projects of multiple scales.

Existing Commercial Relationships:

- Oxfordshire County Council is being onboarded into our beta testing community (and potential customer base) which also includes Treestory, Heart of England Forestry and Lighthouse Planning Ltd (The latter being a renewable energy project planning consultancy).
- AIT is being onboarded to develop a strategic partnership with an existing GIS provider who provides geospatial planning tools to LAs.