

# **Memorandum of Understanding**

**BETWEEN Ipswich City Council (“ICC”) ABN 61 461 981 077**

**AND GoZERO Energy Pty Ltd trading as Planet Ark Power (“PAP”) ACN 160 084 195**

**Together “the parties”**

**REGARDING The collaborative exploration of innovative renewable energy solutions in Ipswich**

**DATE 2 September 2019**

## **1. Introduction**

Terms used in this Agreement are defined in Section 11.

The parties wish to work together to explore the establishment of innovative renewable energy technology solutions within Ipswich (the Project) to enable Ipswich City Council to meet its carbon reduction targets and become a net zero emissions city.

This document sets out the basis upon which the parties intend to progress and outlines the key inputs and outcomes expected by each party.

## **2. Parties**

The parties to this MOU are as follows:

**Ipswich City Council (“ICC”)**

ABN: 61 461 981 077

Address for Notices: PO Box 191, Ipswich Q4305

**Planet Ark Power (“PAP”)**

ACN: 160 084 195.

Address for Notices: 160 Samford Road, Enoggera Qld 4150

## **3. Status of Memorandum of Understanding**

The terms in this Memorandum of Understanding (MOU) are not exhaustive and are expressly subject to contract until a final written agreement has been entered into.

This MOU falls under the laws of the State of Queensland. The terms are not intended to be legally binding between the parties except where explicitly stated.

The purpose is to outline the basis on which the parties are willing to enter into negotiations for preparing and executing concepts and any further agreements that will bind the parties.

## 4. Timeframes

1. The parties agree to negotiate in good faith.
2. If a Party does not intend to proceed with the actions proposed under this MOU, that Party should notify the other Party in writing within seven days.
3. This MOU is valid until both Parties agree in writing to terminate.

## 5. Background

1. Rooftop solar photovoltaic (solar PV) technology has seen a significant uptake across South East Queensland (SEQ) in recent years, driven by government incentives, energy-buy-back schemes and a sustainability agenda.
2. Solar PV is widely seen as an alternative to traditional fossil-fuel energy and is promoted as a means of energy diversification to lessen the reliance of households on carbon intensive energy sources in order to combat climate change and the rising cost of power.
3. An incentive to solar PV uptake was energy buy-back schemes, whereby surplus power generated by rooftop solar PV could be “purchased” by energy providers and fed back into the electricity grid.
4. The electricity grid is a traditionally one-way energy flow (from sub-stations and transformers to premises). Significant and uncontrolled feeding of underutilised solar PV generated power back into the traditional grid causes voltage volatility. This disruption of the energy grid has led to energy providers imposing restrictions on the export of surplus energy and limiting the uptake of rooftop solar PV due to safety and reliability concerns.
5. Planet Ark Power (PAP) has developed a Dynamic Distributed Voltage Management System (Dynamic DVMS, also known as *e/eXsys*) which manages the export of surplus energy back into the electricity grid from behind the meter. This enables a smooth, less volatile reintroduction of distributed energy into the grid, and can enable 13 times more rooftop solar to be installed across electricity networks without expensive infrastructure upgrades.
6. PAP aims to enable a two-way clean energy grid utilising their *e/eXsys* technology platform by providing a range of solar options such as commercial and urban solar farms supported by battery technology, grid-connected micro-grids and solar carparks. This is an award-winning concept and has received international acclaim.
7. Over the past 18 months, PAP has successfully demonstrated *e/eXsys* at Llewellyn Motors at Bundamba and is about to commence piloting its model at the Port of Brisbane over the next 10 years in a staged approach. PAP has the support of Energex to pilot further sites within SEQ.

8. ICC and PAP have identified an opportunity to explore the practicalities of innovative renewable energy solutions in Ipswich (the Project).
9. Ipswich City Council's Smart City and innovation agenda promote Ipswich as a "living lab" for innovative technologies. ICC's Sustainability Strategy has a goal of net zero carbon by 2021. Ipswich City Council has identified that Planet Ark Power has the potential can assist meet its net zero carbon target.

## **6. Outcomes and Objectives**

This MOU sets out the basis upon which the parties intend to progress the Project and outlines the key inputs and outcomes expected by each party. These objectives and outcomes are preliminary and additional scoping and confirmation is required throughout the lifecycle of the project and may be subject to change.

1. Information sharing between the parties in relation to the current energy arrangements of Ipswich City Council (ICC) assets to enable an informed analysis and exploration of the use of PAP's technologies on suitable assets.
2. PAP to conduct detailed comparative analysis of ICC assets energy consumption and costs
3. ICC to review the commercial benefits of PAP technology solutions
4. ICC to consider developing a Tender Consideration Plan in accordance with provisions contained in Local Government Regulation 2012 230(1)(a)
5. ICC and PAP to develop an agreed marketing plan and provide reasonable assistance to PAP to promote awareness of PAP technology solutions to the Ipswich business community
6. Investigation of a suitable location for the potential establishment of a PAP presence in Ipswich.

## **7. General Principles**

1. All parties will work in collaboration and good faith in the scoping of Project activities to ensure identified objectives and outcomes are achieved.
2. The parties understand that there are many stages to this project, which begin with data sharing in relation to ICC assets energy usage and suitability for application of PAP renewable energy solutions, and may extend into collaborative marketing and technology implementation. Each stage will require further collaborative scoping, with attention paid to additional collaborative partnerships and potential funding requirements.
3. This MOU is non-exclusive for both parties.
4. Unless otherwise agreed, each party will be responsible for their own costs associated with the various stages of the project. These roles and costs would be identified and agreed to in future agreements.
5. Further negotiations between parties will likely be appropriate as the Project progresses through its various stages.
6. Prior to the commencement and during the course of any further negotiations, each party will be responsible for immediately advising the other of any potential or perceived conflicts of interest having arisen or reasonably be anticipated to arise.

7. There may be opportunity for cooperative funding models.
8. ICC, through the Office of Economic Development, will coordinate the deliverables as set out in this MOU.

## **8. Proposed Activities**

A preliminary outline of expected activities are as follows. This list is not exhaustive, and additional activities or actions within activities are expected to be added as the following activities are completely scoped, and based on resultant outcomes as they are completed.

1. Establishment of project governance mechanisms/ signing of Memorandum of Understanding (September 2019)
2. Data sharing and analysis
3. Cooperative marketing and brand awareness plan

## **9. Confidentiality and media**

1. While each party may reference that this MOU has been agreed to, each party is required to keep the proposed terms of this MOU and all information in connection with the Project confidential, unless as agreed between the Parties.
2. Neither party will produce or publish advertising, promotional or media statements regarding the Project without the prior written consent of both parties.
3. The Parties must not disclose Confidential Information to any person except:
  - a. To employees, agents and contractors, if required;
  - b. To legal and financial advisers;
  - c. With the other party's prior written consent which shall not be unreasonably withheld or delayed;
  - d. If required by law; and
  - e. If it is in the public domain other than as a result of a party's breach of a breach of a confidentiality obligation.
4. Parties intend that this clause 9 is intended to be legally binding.

## **10. Miscellaneous**

1. The Parties agree to immediately proceed with further preparation and execution of Proposed Activities outlined in this Memorandum of Understanding.
2. Following the date of execution of this agreement, the parties shall afford to each other free and full access to such records or resources reasonably required for the purpose of investigating ICC asset energy usage and suitability for application of renewable energy solutions, on reasonable notice during normal business hours in order to permit the parties to conduct activities associated with the project, and which do not violate laws, Council

policies and procedures. The parties respect that each other may need to hold in confidence clauses currently in place between their stakeholder, as they relate to anonymity and confidentiality

## 11. Definitions

**In this Agreement:**

**Agreement** means this Head of Agreement as executed.

**Confidential information** means information of or provided by the Discloser to the Receiving Party that is by its nature confidential information, is designated by the Discloser as confidential, or the Receiving Party knows or ought to know is confidential but does not include information which is or becomes, without a breach of confidentiality, public knowledge.

**Discloser** means the party providing or disclosing Confidential Information.

**Receiving Party** means the party who receives Confidential Information from the Discloser.

**Further Agreement** has the meaning of an agreement further to this agreement, either in addition to, relating to, or subject to.

**Activity** refers to an individual project stage with clearly defined objectives and outcomes.

**Project** means the activities associated with the research, analysis, promotion and potential application of PAP renewable energy solutions.

*Executed as an Agreement*

<p>SIGNED for and on behalf of the</p> <p><b>Ipswich City Council</b> by its authorised representative</p> <p>_____</p> <p>(Signature)</p> <p><b>Paul Massingham</b> Economic Development - Manager</p> <p>in the presence of: _____ (Witness)</p> <p><b>Date:</b></p>	<p>SIGNED for and on behalf of the</p> <p><b>Planet Ark Power</b> by</p> <p>_____</p> <p><b>Richard Romanowski</b> Executive Director, Planet Ark Power</p> <p>_____</p> <p>In the presence of</p> <p>_____</p> <p>Name</p> <p><b>Date:</b></p>
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\*\*Please delete those titles which do not apply. The client can sign in one of the following ways: