

Enquiries to: Information Team  
Our Ref: FOI612149



Liverpool  
City Council

[request-500040-03ed3057@whatdotheyknow.com](mailto:request-500040-03ed3057@whatdotheyknow.com)

Dear Mr Todd

## Freedom of Information Request 612149

Thank you for your recent request of 23 July 2018. Your request was actioned under the Freedom of Information Act 2000 in which you requested the following information –

*On 19 July 2018 it was reported on the Liverpool Express website that:[1]*

*"The city council has signed an agreement with The Poseidon Foundation ("Poseidon") Poseidon to integrate its ground-breaking blockchain-powered platform into its day to day operations... Poseidon will be moving its operations to the city in order to play a key role in Liverpool's new climate positive strategy, which will be trialled over the next 12 months."*

*From the descriptions available, the proposal appears to replicate the Carbon Card project that was run by Liverpool City Council for four years from 2010 with a budget of £2million, from which I assume lessons were learned and incorporated into this thing.*

*I have scoured everywhere on the council documents and meetings webpages[2] and cannot find a single trace of this agreement, what it is, or what it is about.*

*Accordingly, could you please either direct me to a place on the Council website where the contents of the agreement signed with Poseidon is recorded, or send me a copy of it by email.*

*[1] <https://www.liverpoolexpress.co.uk/liverpool-bids-to-be-first-climate-positive-city-by-end-of-2020/>*

*[2] <https://liverpool.gov.uk/council/councillors-and-committees/>*

## Response:

Liverpool City Council would advise that with regard firstly to reference made to the Carbon Card, this was a potential EU Intereg project between 4 european cities in 2009 . For Liverpool was being led by Merseytravel who were looking to have a carbon offset element possibly attached to a travel card. After initial meetings and outline approvals the project did not go ahead.

With regard to the remaining elements of your request, please see attached a copy of the relevant Memorandum of Understanding. In accordance with the provisions of Section 40 (2) Freedom of Information Act 2000, limited redactions have been replied insofar as the information comprised personal or contact information for individuals.

This concludes our response.

As we have not provided all of the information you have requested as a result of the application of Section 40(2) we are required to serve you with a Section 17 Notice, please

**Liverpool City Council Information Team**  
Cunard Building, Water Street, Liverpool, L3 1DS  
E: [informationrequests@liverpool.gov.uk](mailto:informationrequests@liverpool.gov.uk)

treat the following as such.

The City Council will consider appeals, referrals or complaints in respect of your Freedom of Information Act 2000 and you must submit these in writing to [Informationrequests@liverpool.gov.uk](mailto:Informationrequests@liverpool.gov.uk) within 28 days of receiving your response.

The matter will be dealt with by an officer who was not previously involved with the response and we will look to provide a response within 40 days.

If you remain dissatisfied you may also apply to the Information Commissioner for a decision about whether the request for information has been dealt with in accordance with the Freedom of Information Act 2000.

The Information Commissioner's website is [www.ico.gov.uk](http://www.ico.gov.uk) and the postal address and telephone numbers are:-

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK95AF. Telephone 0303 123 1113. Email – [mail@ico.gsi.gov.uk](mailto:mail@ico.gsi.gov.uk) (they advise that their email is not secure)

I trust this information satisfies your enquiry.

Yours sincerely

*A Lewis*

**Angela Lewis**  
**Information Team**

DATED 11 July 2018

**MEMORANDUM OF UNDERSTANDING**

between

**LIVERPOOL CITY COUNCIL**

and

**POSEIDON FOUNDATION**

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THIS AGREEMENT is dated

11<sup>th</sup> July

2018

## **PARTIES**

- (1) **LIVERPOOL CITY COUNCIL** whose principal office is at 4<sup>th</sup> Floor Cunard Building Water Street Liverpool L3 1DS (**Authority**).
- (2) **POSEIDON FOUNDATION** (Registration Number: LPF-274) whose registered office is Ewropa Business Centre, Dun Karm Street, Birkirkara, BKR 9034 Malta (**Poseidon**).

## **1. BACKGROUND**

- 1.1 Poseidon wishes to work with the Authority as a strategic partner city to further the climate action project detailed in Annex A (**Project**).
- 1.2 The Authority wishes to work collaboratively with Poseidon on the Project.
- 1.3 The parties wish to record the basis on which they will collaborate with each other on the Project. This Memorandum of Understanding (**MoU**) sets out:
  - (a) the key objectives of the Project;
  - (b) the principles of collaboration; and
  - (c) the governance structures the parties will put in place.

## **2. KEY OBJECTIVES FOR THE PROJECT**

The parties shall undertake the Project to achieve the key objectives set out in Annex A to this MoU (**Key Objectives**).

## **3. PRINCIPLES OF COLLABORATION**

The parties agree to adopt the following principles when carrying out the Project (**Principles**):

- (a) collaborate and co-operate. Establish and adhere to the governance structure set out in this MoU to ensure that activities are delivered and actions taken as required;

- (b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU;
- (c) be open. Communicate openly about major concerns, issues or opportunities relating to the Project;
- (d) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- (e) adopt a positive outlook. Behave in a positive, proactive manner;
- (f) adhere to statutory requirements and best practice. Comply with applicable laws and standards including data protection and freedom of Information legislation;
- (g) manage partners/stakeholders effectively;
- (h) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU; and
- (i) act in good faith to support achievement of the Key Objectives and compliance with these Principles.

#### **4. PROJECT GOVERNANCE**

##### **4.1 Overview**

The governance structure defined below provides a structure for the development and delivery the Project.

##### **4.2 Guiding principles**

The following guiding principles are agreed. The parties agree that they will work together to:

- (a) provide strategic oversight and direction for the Project;
- (b) align decision-making authority with the criticality of the decisions required;

- (c) be aligned with Project scope (and may therefore require changes over time);
- (d) leverage existing organisational, group and user interfaces;
- (e) provide coherent, timely and efficient decision-making; and
- (f) correspond with the key features of the Project governance arrangements set out in this MoU.

#### **4.3 Project Group**

**4.3.1** The **Project Group** shall be responsible for the management and delivery of the Key Objectives. This group will consist of:

**Authority:** Gregg Stott, Head of Corporate Investment

**Poseldon:** Chidi Akutu, Chief Operating Officer

**4.3.2** Each delivery plan for the Key Objectives must be approved by the Project Group prior to being implemented.

#### **5. INTELLECTUAL PROPERTY / BRANDING**

**5.1** The background intellectual property rights owned or otherwise in the possession of the owner party shall remain the absolute property of the owner party of such rights at the date of this Agreement. No party will make any representation or do any act which may be taken to indicate that it has any right title or interest in or to the ownership or use of any of the background intellectual property rights of the other party except under the terms of this Agreement, and each party acknowledges that nothing contained in this Agreement shall give it any right, title or interest in or to the background intellectual property rights of the other party save as granted hereby.

**5.2** Each party agree that any use of the other party's background intellectual property rights, trademarks or branding for the Project shall be agreed on a case by case basis.

**6. CONFIDENTIALITY**

6.1 The parties shall keep secret and not disclose and shall procure that their employees and use reasonable endeavours to procure that any subcontractors keep secret and do not disclose any information of a confidential nature obtained by them by reason of this Agreement. This obligation shall not apply to information:

(a) which is in the public domain or is trivial or cannot reasonably be considered to be confidential; or

(b) which the Authority is required to disclose as a matter of law or in discharge of its obligations of public accountability and freedom of information.

6.2 Both parties shall agree on any advertising or other promotional material relating to this Agreement.

**7. TERM AND TERMINATION**

7.1 This MoU shall commence on the date of signature by both parties, and the working relationship shall remain in force for a period of 12 months from the commencement date.

7.2 Either party may terminate this MoU by giving at least 4 weeks' notice in writing to the other party.

**8. VARIATION**

This MoU, including the Annexes, may only be varied by written agreement of the parties.

**9. CHARGES AND LIABILITIES**

9.1 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.



9.2 Both parties shall remain liable for any losses or liabilities incurred due to their own or their employees' actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this MoU.

**10. STATUS**

10.1 Save for clause 6.1 above this MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.

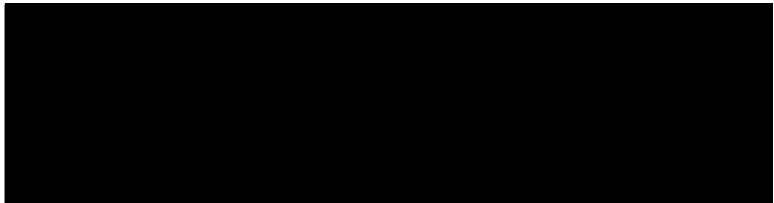
10.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

**11. GOVERNING LAW AND JURISDICTION**

This MoU shall be governed by and construed in accordance with English law, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Signed for and on behalf of  
**Liverpool City Council**

Signature:



Name:

Joe Anderson

Position:

Mayor of Liverpool

Date:

11/7/18.

Signed for and on behalf of  
**Poseidon Foundation**

Signature:



Name:

Laszlo Giricz

Position:

Chief Executive Officer

Date:

11 July 2018

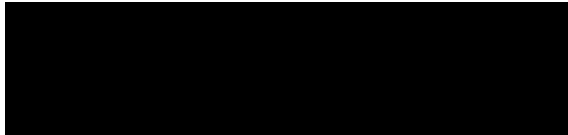
**CONTACT POINTS**

**Authority**

**Name:** Gregg Stott  
**Office address:** 4th Floor Cunard Building  
Water Street, Liverpool, L3 1DS

**Tel No:**

**E-mail Address:**

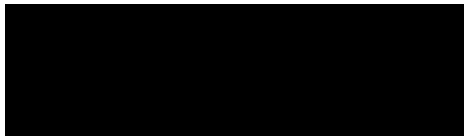


**Poseldon**

**Name:** Chidi Akutu  
**Office Address:** Ewropa Business Centre, Dun Karm  
Street, Birkirkara BKR 9034 Malta

**Tel No:**

**E-mail Address:**



## **Annex A. The Project**

### **Project overview**

Poseidon is a non-profit foundation that wishes to empower individuals, corporates and governments to participate in climate action in a novel way through the use of environmentally friendly blockchain technology as a significant and key step to creating a climate positive world.

Poseidon has created a platform that integrates carbon credits into everyday purchases and business transactions through micro-donations that support crucial land-based emission reduction projects that conserve rainforests and national parks in some of the world's most endangered areas, supporting local economies that will have a lasting positive impact on our planet's climate.

Poseidon working together with the Authority as a strategic partner city to maximise the opportunities for real climate change action which promotes sustainable economic development through delivery of the Key Objectives. It is intended that Liverpool partners with Poseidon to become the first climate positive city in the world. **(Project).**

### **The Key Objectives**

1. Poseidon to establish a base and presence in the City of Liverpool;
2. The Authority to review its business activities and that of its companies as to how it can incorporate a sustainable carbon positive platform into its businesses working with Poseidon for the purposes of the Project;
3. The Authority shall facilitate private sector event meetings for the Project;
4. Explore expansion of the Project through campaigns with the Authority and other partners/stakeholders;
5. The parties to identify education and training opportunities with the City's universities and other educational establishments and the Authority to provide a wider facilitation role within that process.