

30 July 2026

Greater Cambridge Development Corporation Board Meeting

Agenda

Greater Cambridge Development Corporation Board

Date 30 July 2026
Time 13:30 – 15:00
Location Microsoft Teams meeting
Join:



Members of the Board of the Greater Cambridge Development Corporation are hereby notified and requested to attend an extraordinary meeting of the Board on 30 July 2026 to transact the business set out below.

The meeting is an extraordinary meeting because of the dispensation of the requirement set out in the Corporation's Terms of Reference to give 5 working days' notice of a Board meeting which has not been possible in this instance.

This meeting will not be open to the public.

Members	Name	Initials
Chair	Peter Freeman	PF
Deputy Chair	Baroness Sally Morgan of Huyton	SM
Member	Paul Schofield	PS
Member	Richard de Cani	RC
Member	Ros Kerslake CBE	RK
Member	Professor Sir John Aston	JA
Member	Mayor Paul Bristow (apologies)	PB
Member	Councillor Lucy Nethsingha	LN

Members: the above people are members of the Board who have confirmed their offer of appointment.

Attendees	Name	Role	Initials
Member* (Prospective)	Councillor Bridget Smith (apologies)	Leader of South Cambridgeshire District Council	BS
Member* (Prospective)	Councillor Katie Thornburrow	Leader of Cambridge City Council	KT
Attendee	Lise-Anne Boissiere	Director, New Towns, Infrastructure and Housing Delivery, MHCLG	LB
Attendee	Rebecca Sampins	Deputy Director, Cambridge Strategy Unit, New Towns, Infrastructure and Housing Delivery, MHCLG	RS
Attendee	Beth Dugdale	Deputy CEO and COO, GCDC (Subject to appointment at agenda item 4)	BD
Attendee	James Butters	General Counsel, GCDC (Subject to appointment at agenda item 4)	JB
Attendee	Gareth Caller	Finance Director, GCDC (Subject to appointment at agenda item 4)	GC

*(subject to Leaders confirming their appointment.)

Attendees: The above people shall be entitled to attend Meetings but shall not be entitled to vote on matters before the Board or count towards the quorum.

Invited by Chair	Name	Role	Initials
Invitee	Liz Watts	Chief Executive, South Cambridgeshire District Council	LW
Invitee	Cllr Brian Milnes (in place of Cllr Bridget Smith)	Deputy Leader, South Cambridgeshire District Council	BM
Invitee	Robert Pollock	Chief Executive, Cambridge City Council	RP
Invitee	Janice Gotts (in place of Rob Bridge)	Deputy Chief Executive, Cambridgeshire and Peterborough Combined Authority	JG
Invitee	Stephen Moir	Chief Executive, Cambridgeshire County Council	SMo
Invitee	Nick Ward	Cambridge Growth Company / Greater Cambridge Development Corporation	NW
Invitee	Nathan Vear	Cambridge Growth Company / Greater Cambridge Development Corporation	NV
Invitee	Stanley Mukwenya	Cambridge Growth Company / Greater Cambridge Development Corporation	SMu
Invitee	Alex Day	Cambridge Growth Company / Greater Cambridge Development Corporation	AD
Invitee	Wendy Myers	Cambridge Growth Company / Greater Cambridge Development Corporation	WM
Invitee	Karen Clarke	Cambridge Growth Company / Greater Cambridge Development Corporation	KC
Invitee	Emma Jones	Cambridge Growth Company / Greater Cambridge Development Corporation	EJ
Invitee	Grace Kohner	Cambridge Growth Company / Greater Cambridge Development Corporation	GK

Invitees: the above people are invited to attend Meetings at the discretion as the Chair but shall not be entitled to vote on matters before the Board or count towards the quorum.

Agenda

Ref	Item	Lead
1.	Welcome and Chair's Opening Remarks	PF
2.	Apologies for Absence	PF
3.	Declarations of Interest	PF
4.		
5.	Approval of the Corporation's Authorised Signatories and Seal – for Decision	JB
6.	Arrangements for Corporate Services – for Decision	BD / JB
7.	Approval of Corporation Policies and Procedures – for Decision	JB
8.	Board Forward Plan	PF, BD
9.	Any Other Business and Close	PF

Item 5: Approval of the Corporation's authorised signatories and seal

Approval of the Corporation's authorised signatories and seal

Board Date: 30 July 2026

Item Number: 5

Report of: General Counsel, GCDC

For Decision

This report is to be considered in closed Board.

1 Purpose

- 1.1. This paper seeks the Board's approval of the Corporation's authorised signatories and seal.

2 Recommendations

- 2.1. The Board is invited to:
 - a. Agree to the list of authorised signatories at Appendix 1; and
 - b. Agree to the adoption of the Corporation's seal at Appendix 2.

3 Background

- 3.1. The Local Government, Planning and Land Act 1980 (the "Act") (Schedule 26, paragraph 15) expressly contemplates that a development corporation will have a corporate seal and prescribes how the affixing of that seal must be authenticated.
- 3.2. Additionally, the Act (Schedule 26, paragraph 16) provides that contracts and other instruments that do not require execution under seal may be executed on behalf of the Corporation by a person who has been generally or specifically authorised for that purpose.

Signing via seal

- 3.3. It is common practice for a statutory body to **execute documents via a seal** (accompanied by an authorised signatory). Any decision to depart from signing via the Corporation's seal will be made by the General Counsel (or the General Counsel's appointed delegate).

Signing underhand (authorised signatories)

- 3.4. The Corporation may **sign underhand**, and the individuals noted in the authorised signatories list will have the authority to do so.
- 3.5. The Corporation will operate a **central secretariat system** whereby any document that is proposed to be executed is approved through the appropriate governance channel, legally reviewed, and confirmed as being adequately legally advised by the General Counsel and given a signing number.
- 3.6. Authorised signatories will not sign any documents on behalf of the Corporation unless requested to do so by the General Counsel (or the General Counsel's appointed delegate) and the relevant document has been given a signing number.
- 3.7. This is to avoid any documents being signed that have not been appropriately reviewed and taken through the correct governance process.
- 3.8. An original copy of the executed document will be deposited in deeds storage when executed in hard copy.

Electronic signing

- 3.9. The Corporation will move to executing documents via DocuSign immediately after this Board meeting, and any electronically signed documents (whether DocuSign or via a similar programme) will be stored on a secure data file with signing numbers.
- 3.10. Colleagues will receive training in using DocuSign and DocuSign will only be used once the appropriate governance and legal review has been carried out as detailed in paragraph 3.5.

4 Recommendation

- 4.1. The Board is asked to agree to the list of authorised signatories contained in Appendix 1.
- 4.2. The Board is asked to agree to adopt the Corporation's seal contained in Appendix 2.

5 Financial Implications

- 5.1 There are no financial implications arising from the adoption of the Corporation's seal and the authorised signatories list.

6 Legal Implications

- 6.1 The adoption of the authorised signatories list and the Corporation's seal establishes a clear framework for the execution of contracts, deeds and other legal documents.

- 6.2 Individuals included on the authorised signatories list will be authorised to execute specified documents on behalf of the Corporation and, in doing so, will have the ability to legally bind the Corporation.
- 6.3 The authorised signatories list will be regularly reviewed and maintained by the General Counsel supported by the Corporation's Secretariat.
- 6.4 Any material amendments to the authorised signatories list (for example, removing or adding individuals as authorised signatories) and/or the seal will require Board approval.

7 Appendices

Appendix 1 - the authorised signatories list

Appendix 2 - the seal

Item 6: Arrangements for Corporate Services

Arrangements for Corporate Services

Board Date: 30 July 2026

Item Number: 6

Report of: Deputy CEO, General Counsel, GCDC

For Decision

This report is to be considered in closed Board.

1. Purpose

- 1.1. This paper asks the Board to approve the Greater Cambridge Development Corporation (“the Corporation”) entering into an initial Service Level Agreement (“SLA”) with Homes England for the provision of corporate services during the set-up stage of the Corporation.
- 1.2. All defined terms used in this paper shall have the meaning given in the SLA unless otherwise defined.

2. Recommendations

The Board is asked to:

- 2.1 **Approve** the arrangements for corporate services between the Corporation and Homes England.
- 2.2 **Approve** the terms of and entry into the Service Level Agreement with Homes England.

3. Background

- 3.1 The Corporation will agree the SLA with Homes England for the provision of the following services by Homes England to the Corporation:
 - 3.1.1 staffing (general and project management resource: currently 22 employees (21 FTE) (the “DC Ring Fenced Staff” as defined in the SLA) plus 4 contractors and 1 secondee;
 - 3.1.2 HR;
 - 3.1.3 Digital; and
 - 3.1.4 Finance.

- 3.2 The final draft SLA is set out in Appendix 1 to this paper (item 6a in the Board pack).
- 3.3 The list of employees referred to in 3.1.1 is given at para 6.5 of this report.
- 3.4 The SLA distinguishes between two staffing arrangements to be provided by Homes England to the Corporation:
 - 3.4.1 Homes England staff providing services across the wider services to be provided under the SLA (e.g. HR, Finance, Digital); and
 - 3.4.2 the DC Ring Fenced Staff that represent approx. 22 Homes England employees, as well as 4 contractors, and 1 secondee that Homes England will agree (via the SLA) will work exclusively on real estate transactional, property advisory, project management, and planning matters relating to the Corporation and not be reallocated to other duties within Homes England.
- 3.5 The DC Ring Fenced Staff will continue to be employed by Homes England on their existing terms and conditions.
- 3.6 However, when the SLA is terminated, Schedule 6 of the SLA will apply, which sets out the process for the transfer of contracts of employment for any affected employees of Homes England (which will include the DC Ring Fenced Staff currently c.22 colleagues) pursuant to the Transfer of Undertakings Protection of Employment Regulations (TUPE). External legal advice supporting this position has been obtained.
- 3.7 The SLA also provides for the provision of a Data Protection Officer to the Corporation.
- 3.8 The SLA, once approved by the Board, will be signed by two authorised signatories.

4. Timing

- 4.1 Approval of the provision of the corporate services as proposed and the terms of and entry into the SLA is important to facilitate the further set-up activities of the Corporation to enable it to function as a standalone statutory body.

5. Financial Implications

- 5.1 The financial implications associated with the recommendation in this report are accommodated within the Corporation's Budget for FY26/27.
- 5.2 Schedule 2 of the SLA captures the cost mechanism for the SLA; it will operate on a cost-basis plus margin (which will be capped). This aspect of the SLA is being finalised and will be confirmed through "open book" costing – a common place mechanic in intra-government arrangements.
- 5.3 The revenue budget for the Corporation for FY26/27 is £9.5m. The establishment costs associated with ring-fenced staff delivering the Government's priorities are

approximately £2.2m and contained within the budget envelope. Costs associated with the provision of corporate support services are being negotiated, but will be provided on an open book basis and subject to a value for money assessment.

- 5.4 Costs are monitored on a monthly basis. The Board will receive a full budget report by the Corporation's Finance Director at the next Board meeting.

6. Legal

The following key terms of the SLA should be noted by the Board:

6.1 Liability

- 6.1.1 The total aggregate liability of Homes England to the Corporation, and of the Corporation to Homes England, in each case **excluding Data Protection liability**, is capped at the greater of £100,000 or the Charges paid/payable under the SLA in the preceding 12 months.
- 6.1.2 The total aggregate liability of Homes England to the Corporation, and of the Corporation to Homes England in respect of all claims arising out of or **in connection with Data Protection** is capped at the greater of £200,000 or an amount equal to 200% of the Charges paid/payable under the SLA in the preceding 12 months
- 6.1.3 Neither Homes England nor the Corporation shall have any liability for: (a) loss of profits (including loss of anticipated savings); (b) loss of business or business opportunity; (c) loss of use or corruption of software, data or information; (d) loss of or damage to goodwill; or (e) indirect or consequential loss.
- 6.1.4 Homes England provides an IP infringement indemnity in favour of the Corporation for the Services and Deliverables, subject to exclusions for Customer Materials, Customer-created IP, external advisory work and Customer-authorised modifications.
- 6.1.5 The Corporation indemnifies Homes England against third-party intellectual property infringement claims arising from Customer Materials, IP created by DC staff, or external advisory work.

6.2 Termination

The following are mutual termination rights that both Homes England and the Corporation have under the SLA:

- 6.2.1 Termination for a material breach that is incapable of remedy or is not remedied within 15 Business Days of a warning notice;
- 6.2.2 Termination for convenience on 12 months' written notice;

- 6.2.3 Termination of an individual Service Line for convenience on 3 months' written notice; and
- 6.2.4 Termination of the SLA or an affected Service Line in accordance with the force majeure provisions of the SLA.
- 6.2.5 Certain terminations for cause are subject to an MHCLG escalation process to agree a termination date and discuss pension implications. If no agreement is reached, or an Accounting Officer determines continuation is not in the relevant party's interests, a Final Notice of Termination may be issued.

The following are termination rights that only the Corporation has under the SLA:

- 6.2.6 Termination if Homes England's liability exceeds the agreed liability cap;
- 6.2.7 Termination following an unapproved change of control of Homes England (or a relevant service-providing subsidiary); and
- 6.2.8 Termination of the Agreement or a Service Line immediately if compliance with a Day One Policy would cause a breach of law or if Homes England breaches its Day One Policy obligations. The Corporation may terminate any related affected Service Lines if no agreed solution is reached within 20 Business Days.

The following are termination rights that only Homes England has under the SLA:

- 6.2.9 Termination of the SLA for non-payment where the Corporation fails to pay amounts due within 90 days of the due date, provided that Homes England has issued a warning notice after 60 days and payment remains outstanding.

6.3 Duty of care owed by Homes England to the Corporation:

- 6.3.1 **Corporation assets:** duty of care to safeguard, maintain and keep the Corporation's assets, accounts and equipment separate from Homes England's own assets and to provide the services with reasonable care and skill.
 - 6.3.2 **Third-party suppliers:** duty of care to act as the Corporation's disclosed agent when engaging suppliers, seek to secure direct rights and protections for the Corporation, and obtain the Corporation's approval before settling claims relating to Corporation-specific commissioned work.
- 6.4 The final draft SLA has been reviewed by Pinsent Masons (acting for the Corporation). The SLA reflects a fair and balanced commercial position to address the operational support and data protection matters required by the Corporation.

6.5 Table 1 - HE Employees Ring-Fenced to the Development Corporation

(as at 28 July 2026)

Role	FTE	HE Job Level
Director, Planning & Place	1	21-22
Director, Technical	1	21-22
AD, Data & Analytics	1	19-20
AD, Planning & Place	1	19-20
AD, Planning & Place	1	19-20
AD, Project Delivery 2	1	19-20
AD, Project Delivery 1	1	19-20
Head of Programme Strategy	0.8	18
Head of Programme Management	1	18
Head of Planning & Place (1)	0.6	18
Head, Transport	1	18
Head of Planning & Place (4)	0.6	18
Head of Planning & Place (3)	1	18
Senior Strategy Manager	1	17
Senior Public Affairs & Engagement Manager	1	17
Senior Manager, Chair's Office	1	17
Senior Programme Manager	1	17
Senior Manager - Dev Co Setup	1	17
Senior Planning & Place Manager	1	17
Executive Assistant, ELT	1	14
Executive Assistant	1	13
CGC BSO	1	12

7. Appendices

- Appendix 1: Final draft SLA (item 6a in the Board pack).

8. Background Papers

None

Item 7: Approval of policies and procedures

Approval of Policies and Procedures

Meeting date: 30 July 2026

Report to: Board

Report from: Deputy CEO, General Counsel, GCDC

For Decision

This report is to be considered in closed Board.

1 Purpose

- 1.1. This paper proposes the adoption of the policies and procedures needed for the Greater Cambridge Development Corporation (“the Corporation”) to comply with its legal obligations on establishment.

2 Recommendations

- 2.1 The Board is asked to approve the adoption of the policies described in this report.

3 Background

- 3.1 The following policies are necessary for the Corporation to have in place on establishment to comply with its legal obligations and to harmonise with the service provision offered by Homes England under the Service Level Agreement on establishment.
- 3.2 The Board should note that it is not bound by Homes England’s policies. However, the services under the Service Level Agreement assume that Homes England’s policies are adopted to streamline and facilitate the provision of services.
- 3.3 It should also be noted that the Service Level Agreement includes a provision whereby the Corporation may terminate the Service Level Agreement should Homes England’s policies change to the degree that they are not fit for purpose or cause the Corporation to breach a legal obligation.

4 GCDC Policies

Risk Policies

- 4.1 The suite of risk management policies establishes the framework through which strategic, delivery and operational risks are proactively identified and managed.

Procurement Policy

- 4.2 The Corporation will adopt Homes England's procurement policy when utilising the procurement systems and support offered under the Service Level Agreement.
- 4.3 However, there will be instances where the Corporation may need to procure good and services locally and directly. Advice from BCLP (BCLP Procurement Legal Advice Note) sets out how the Corporation can carry out any procurement in accordance with relevant law. The General Counsel will act as the gatekeeper for procurement law compliance and at their discretion, can decide to depart from using Homes England's procurement procedures offered under the Service Level Agreement and procure services in accordance with procurement law as set out in the procurement statement of intent.

Communications Protocol

- 4.4 The protocol establishes a consistent approval process for all Corporation public-facing communications, including media releases, statements and content published on official corporate channels, public engagement events and partner media.
- 4.5 The Corporation's communications team is the first point of contact for members and colleagues on matters relating to external communications.

Intellectual Property Policy

- 4.6 The Intellectual Property Policy establishes the policy for the identification, ownership, protection, management and use of the Corporation's intellectual property created, acquired or used by the Corporation.
- 4.7 The policy seeks to safeguard assets such as research, data, methodologies, publication and designs, and provides clarity on rights and responsibilities of stakeholders.

5 Homes England Policies

- 5.1 As noted in paragraph 3 above, in accordance with the Service Level Agreement, certain Homes England policies will be adopted by the Corporation in relation to the services provided by Homes England.
- 5.2 The policies are stored on Homes England's systems and are available upon request.

Data Protection

- 5.3 The Data Protection Policy establishes the framework for the lawful, secure, collection, use, storage, sharing and disposing of personal data. It provides compliance with data protection legislation and promotes good information governance practises across the Corporation.

- 5.4 The Data Protection Officer (DPO) function is being provided by Homes England as part of the service offering under the Service Level Agreement, until such time that the Corporation is considered to have the capability and capacity to host an effective DPO function itself.

HR Policies

- 5.5 The Human Resources Policies establish the principles and procedures governing employment matters, ensuring compliance with applicable employment law and providing consistent management practices. The policies ensure that the workforce understands their rights, responsibilities and expected standards of behaviour.

Health and Safety Policy

- 5.6 The Health and Safety Policy provide the framework for protecting the health, safety and welfare of those affected by the activities of the Corporation. It further defines the Corporation's commitment to preventing work-related harm, assures compliance with legal and regulatory requirements and supports improvement of health and safety performance.
- 5.7 The Health and Safety function of the Corporation is being fulfilled by Homes England, through the Service Level Agreement, until such time that the Corporation is considered to have the capability and capacity to host an effective Health and Safety function itself.

Digital policies

- 5.8 The Digital Policies provide the framework for the secure, effective and responsible use of digital technologies, systems, data and online services.
- 5.9 They establish the standards and expectations governing the use of digital resources; they support compliance with legal and regulatory requirements, manage cyber and security risks and promote good digital governance. Importantly, the policy ensures that digital tools and technologies are used effectively and efficiently.
- 5.10 The Digital function for the Corporation is being fulfilled by Homes England, through the SLA, until such time that the Corporation is considered to have the capability and capacity to host a range of digital services itself.

Whistleblowing Policy

- 5.11 The Whistleblowing Policy provides a safe, confidential and transparent mechanism for employees and stakeholders to raise concerns about suspected wrongdoing, misconduct, illegal activities or breaches of organisational policies and standards. It ensures concerns are handled fairly, consistently and in accordance with relevant legal and regulatory requirements.
- 5.12 The Nominated Officer for the Corporation will be the Finance Director.

Anti-Economic Crime policies

- 5.13 The suite of policies captured by the heading of anti-economic crime and money laundering establishes the framework for preventing, detecting and responding to economic crimes such as fraud, bribery, corruption, money laundering and other financial misconduct. These policies demonstrate the organisation's commitment to maintaining high standards of integrity and ethical conduct whilst complying with applicable laws and regulations and fostering a culture of transparency and accountability.
- 5.14 The Anti-Economic Crime and Money Laundering functions are being fulfilled by Homes England, through the SLA, until such time that the Development Corporation is considered to have the capability and capacity to host the function itself.

6 Insurances

- 6.1 Public Liability, Employers Liability, and Directors' and Officers' insurances will be placed immediately after this first meeting. Details of cover will be explained in the meeting. Aon will be used as the broker under the Crown Commercial Services direct award system.

7 Timing

- 7.1 The adoption of these policies is considered urgent as it will allow the Corporation to commence its operations and continue with its set-up activity.

8 Financial Implications

- 8.1 All financial implications associated with the recommendation in this report will be accommodated within the Corporation's Budget.

9 Appendices

- a) Risk appetite statement
- b) Risk management framework
- c) BCLP Procurement Legal Advice Note
- d) Communications Protocol
- e) IP Policy

10 Background Papers

None

Greater Cambridge Development Corporation

Risk Appetite Statement

V1 July 2026

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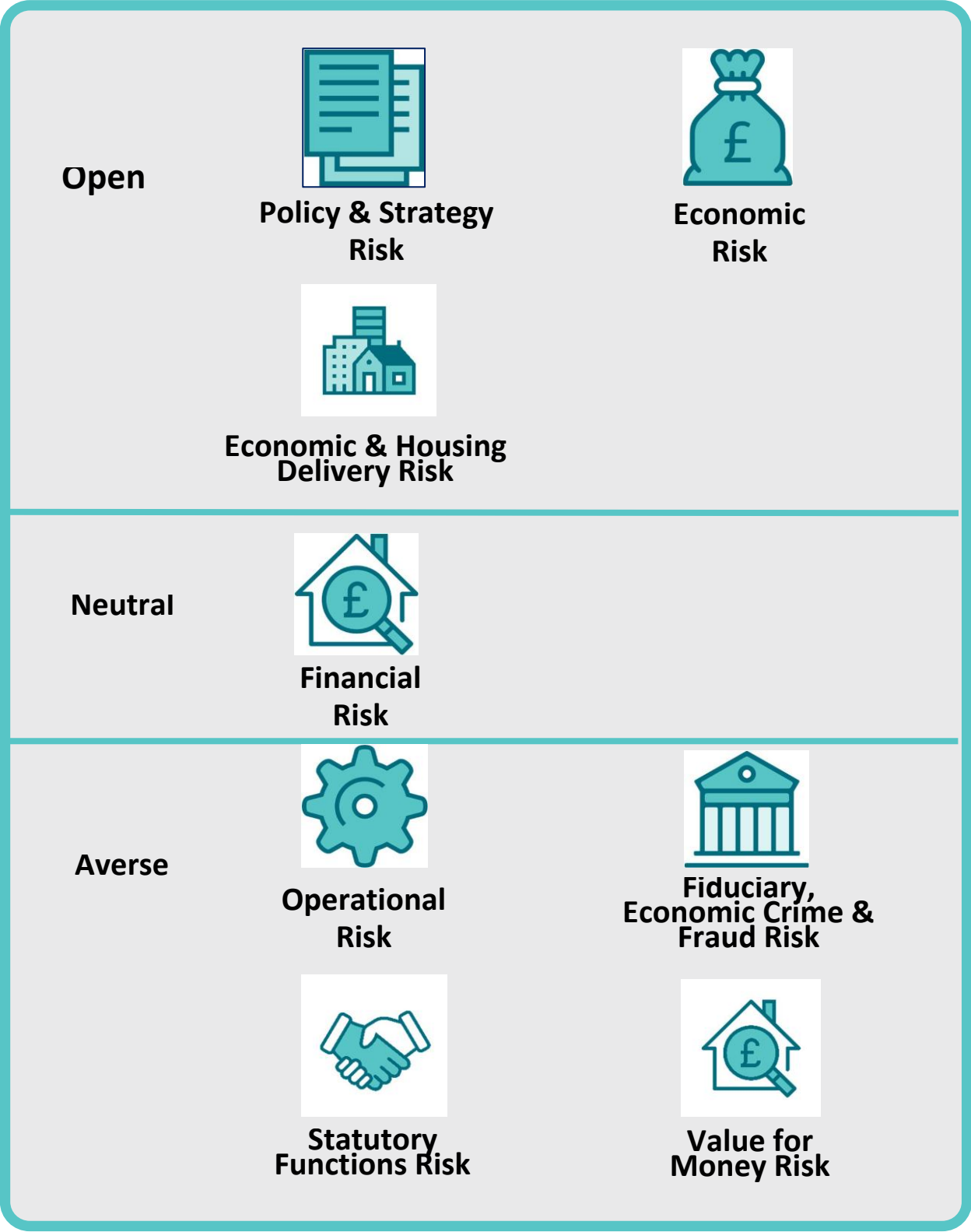
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1. Definition of GCDC three levels of Risk Appetite

Appetite descriptor	Acceptability and level of risks:-	Risk management implications:-	Risk response implications
	Approach to risk taking in relation to delivery on Strategic Objectives	Approach by 3 Lines	
Averse	Unacceptable Taking this type of risk is unacceptable and must be avoided / fully mitigated or minimised.	Minimal Risk management aims to avoid or fully mitigate these risks; any risks are fully identified, assessed, controlled, monitored, and reported. Risks are unacceptable and must be avoided / fully mitigated or minimised.	Quick escalation Quick escalation to management/ oversight bodies. Managed through time bound mitigating action plan.
Neutral	Acceptable, if within programme parameters Considered risk taking by senior management in the pursuit of the GCDC's objectives. Adequate processes with oversight and monitoring arrangements enable cautious risk taking.	Cautious Risk management aims to seek safe delivery options, with the tendency to stick to status quo unless necessary. Appetite for risk taking limited to events where there is little chance of any significant repercussions.	Management priority Escalation, especially to ensure only the right risks are accepted. Tracking of mitigation actions and/or changes in delivery plans.
Open	Receptive to considered risk taking Receptive to taking this type of risk when benefits outweigh risks or if the risk is outside the ability of the GCDC to meaningfully control. Responsibility for non-critical decisions may be devolved.	Confident Risk management aims to support innovation with clear demonstration of benefit and improvement in management control. Prepared to invest for best possible benefit and accept possibility of financial loss (controls must be in place).	Adjustment to delivery plan Regular review of delivery plan. Managed mainly through adjustment to delivery plans.

2. Risk Appetite for our Primary Risks



3. Risk Appetite at Primary Risk Level

3.1. Our approach to risk appetite is hierarchical, with a clear structure that ensures alignment and responsible risk management throughout the organisation. At the top level, the GCDC-wide risk appetite is firmly established at the Primary Risk Level. This overarching risk appetite framework provides a foundational understanding of the acceptable risk thresholds for our entire organisation.

3.2. Policy & Strategy Risk

3.2.1. Current Risk Appetite: Open

3.2.2. GCDC is open to the requirement to deliver on our strategic objectives while accepting that we operate in an environment where changes in political priorities and funding could lead to a change in our required role and deliverables. We will work in an agile way to make current government policy objectives central to how we operate.

3.2.3. We will escalate to the government when the level of these risks impacts the delivery of objectives set for GCDC.

3.3. Economic Risk

3.3.1. Current Risk Appetite: Open

3.3.2. As a body created by Government to be interventionist, GCDC operates to leverage its relationships, unique blend of skills and expertise, statutory powers, land, and a wide range of financial tools. Operating across economic cycles, our activities will adapt during times of uncertainty. We operate in multiple sectors including those that may be impacted during economic downturns but will seek to have controls and mitigants to limit downside.

3.4. Economic & Housing Delivery Risk

3.4.1. Current Risk Appetite: Open

3.4.2. To achieve our objectives, GCDC needs to undertake a diverse range of interventions and activities normally with finite levels of resource and tight timeframes.

3.4.3. We are receptive to considered risk taking and accept the likelihood that some of our interventions might result in sub optimal outcomes. We aim to mitigate this risk by terminating activity and redirecting resources to more successful interventions except when policy imperatives prevent us from doing so.

3.5. Financial Risk

3.5.1. Current Risk Appetite: Neutral

3.5.2. GCDC is willing to take credit and investment decisions which have higher inherent risk and/or are complex and which would not be taken by the private sector but are aligned to our strategic objectives.

3.5.3. We are only willing to accept deviations from our planned recoveries in exceptional circumstances if these are due to well understood external drivers e.g., countercyclical measures.

3.5.4. Our approach to manage credit and investment risks is to limit these risks as much as possible, especially through risk mitigation. To this end, we rely on sufficient credit and investment risk management resources/ capabilities to effectively and efficiently limit these risks.

3.6. Operational Risk

3.6.1. Current Risk Appetite: Averse

3.6.2. GCDC will only tolerate a minimum level of operational failures. Our approach to manage and especially mitigate these risks is to rely on the implementation of a high degree of controls and oversight with limited devolved authority.

3.6.3. If any weaknesses are discovered in GCDC's Target Operating Model (TOM) which increase the Operational risk, these will be mitigated through changes to our TOM.

3.7. Fiduciary, Economic Crime & Fraud Risk

3.7.1. Current Risk Appetite: Averse

3.7.2. GCDC will comply with all regulatory requirements. Our approach to manage and especially mitigate these risks is to rely on the implementation of controls that maximise fraud prevention, detection and deterrence through robust controls and sanctions.

3.7.3. We will ensure appropriate levels of controls to identify potential abuse and fraud. These will be proportionate and consistent with best practice across government for similar activities.

3.7.4. If fraud and abuse is identified this will be proactively pursued and all legal and commercial means available to the GCDC deployed to address it.

3.8. Value for Money Risk

3.8.1. Current Risk Appetite: Averse

3.8.2. CDC will carefully manage VfM risks to ensure public funds are used effectively and align with its objectives. While willing to take proactive, risk taking interventions for transformative outcomes, the GCDC will remain cautious with individual deals.

3.8.3. GCDC acknowledges the risks inherent in innovation and ambitious growth, recognising that some projects may face challenges or fail despite strong controls. Our risk appetite reflects a commitment to cost control, operational prudence, and adherence to Green Book guidance, ensuring credibility and consistent approvals. Non-compliance, though unlikely, could result from oversight failures or external factors, leading to increased scrutiny.

3.8.4. The GCDC will balance taxpayer accountability with flexibility by aligning innovative initiatives to VfM principles through robust business cases, proportional risk assessments, and evidence-based evaluations, striving to achieve sustainable, value driven outcomes.

3.9. Statutory Functions Risk

3.9.1. Current Risk Appetite: Averse

3.9.2. GCDC will deliver its statutory responsibilities in accordance with all applicable legislative, policy and guidance requirements, exercising the highest level of propriety and transparency. It will recognise and mitigate potential conflicts of interest arising from its role as a funder, landowner and developer with those as a Local Planning Authority, primarily as decision maker for planning applications and its statutory plan making role.

3.9.3. Receipt of money through fee income will follow a clear and open process and where payments are received, such as fee income for planning applications and funding from planning obligations secured through S106 legal agreements or Community Infrastructure Levy (CIL), this will also be specifically monitored and publicly reported. Monitoring and reporting will be through GCDC's statutory accounts and, in the case of planning obligations and CIL, through the statutory annual Infrastructure Funding Statement.

4. Details of Risk Appetite Positions

Risk Type	Primary Risk definition	Open / Neutral / Averse Definitions
Policy & Strategy Risk	The risk of changes in government policy priorities, external mandates, or shifts in GCDC's strategic direction leading to misalignment with its mission, altered deliverables, impacts on the operating model, or expansion/reduction of areas of responsibility	
	Open - Current Risk Appetite	GCDC is open to the requirement to deliver on our strategic objectives while accepting that we operate in an environment where changes in political priorities could lead to a fundamental change in our required role and deliverables. We will work in an agile way to make current government policy objectives central to how we operate. To the extent possible, we will escalate to the government when the level of these risks exceeds the GCDC's comfort or ability to respond to them without government direction or intervention.
	Neutral	GCDC have a preference to work within a stable political environment and our structures and objectives have been set on this basis.
	Averse	GCDC can only be expected to deliver on our strategic objectives within the context of working in a stable political environment. We strictly work in programme level teams and do not tolerate or adapt programmes or structures to evolving needs.

Risk Type	Primary Risk definition	Open / Neutral / Averse Definitions
Economic Risk	Risk of changes in the macroeconomic environment leading to volatility in the UK economy, resulting in lack of market confidence to invest.	
	Open - Current Risk Appetite	GCDC operates across economic cycles to deliver its objectives. Our activities will be designed to function and adapt during times of uncertainty, delivering throughout. We operate in multiple sectors including those that may be impacted during economic downturns but seek to have controls and mitigants to limit downside.
	Neutral	GCDC will take limited risk and operate in sectors which are considered counter cyclical. Programmes have strong mitigations to manage economic volatility. Delivery activity is limited during times of uncertainty. We have controls and mitigants which negate any downside risk.
	Averse	GCDC seek to work in sectors that are considered highly defensive and over shorter time horizons to limit exposure to a single or multiple economic cycles. We halt or recommend withdrawing programmes during times of economic volatility.

Risk Type Primary Risk Open / Neutral / Averse Definitions definition		
Economic growth & Housing Delivery Risk	The risk of GCDC's interventions, decisions, or activities not delivering the anticipated outcomes, leading to missed objectives, inefficiencies, or setbacks in achieving its mission. This arises from inherent uncertainties, evolving circumstances, or the complexity of the economic and housing landscape, including the possibility of unforeseen challenges or initiatives occasionally falling short of expectations as a trade off in pursuing ambitious goals.	
	Open - Current Risk Appetite	GCDC is willing to take calculated risks, tolerate sub- optimal outcomes, and emphasise innovation in pursuit of its objectives. This approach involves a willingness to allocate resources to activities with higher risk levels, as long as they align with the organisation's mission. GCDC is not reckless but will monitor and mitigate risks, such as redirecting resources if necessary. Overall, it reflects a balanced risk management approach that encourages adaptability while staying focused on our objectives.
	Neutral	GCDC will try to balance the risk of sub optimal/inadequate delivery of interventions against delays/costs implications. Certain strategic delivery interventions and change initiatives will be delivered via BAU processes and resources. Others will be delivered with dedicated resources and project management.
	Averse	GCDC will not accept the risk of sub optimal/inadequate delivery of services or services or risk of interventions containing inappropriate features and is willing to accept service delays/costs to mitigate the risk. In spite of cost and resource implications, GCDC will deliver most of its strategic delivery interventions and change initiatives with dedicated resources and project management. In these projects, any major potential delays/ issues will be escalated immediately.

Risk Type Primary Risk Open / Neutral / Averse Definitions definition		
Financial Risk	Risk of GCDC's credit/ investment decisions leading to a financial loss or sub optimal recovery outside agreed tolerance, resulting in an inability to achieve planned recovery rates.	
	Open	GCDC is willing to accept negative deviations from its planned recoveries if this increases its ability to deliver on those strategic objectives that require GCDC to provide finance or financial guarantees (or provide these on behalf of others). Our approach to manage credit and investment risks is to optimally balance these risks against the delivery of its strategic objectives, while avoiding any unjustified financial losses. To this end it relies on financial industry standard credit and investment risk management capabilities that are commensurate with its very significant exposure to these risks and the need to fully assess risks against their rewards.
	Neutral - Current Risk Appetite	GCDC is willing to take credit and investment decisions which have higher inherent risk and/or are complex and which would not be taken by the private sector for example because financial returns are uncertain or long term but are aligned to GCDC's strategic objectives. GCDC is only willing to accept deviations from its planned recoveries in exceptional circumstances if these are due to well understood external drivers. Our approach to manage credit and investment risks is to limit these risks as much as possible, especially through risk mitigation. To this end it relies on sufficient credit and investment risk management resources/ capabilities to effectively and efficiently limit these risks.
	Averse	GCDC is only prepared to accept very limited financial losses due to credit and investment risks, even if this reduces its ability to deliver on those strategic objectives that require GCDC to provide finance or financial guarantees (or provide these on behalf of others). Our approach to manage credit and investment risks is very conservative, which where possible includes maximum risk mitigation (e.g. through high levels of collateralisation and simple transaction structures). Sufficient risk management resources are dedicated to ensuring that all credit and investment risks are fully identified, assessed, controlled, monitored, and reported.

Risk TypePrimary Risk Open / Neutral / Averse Definitions definition		
Operational Risk	Risk of losses or adverse outcomes resulting from inadequate processes, resources or systems being ineffective.	
	Open	GCDC is willing to tolerate operational failures as an acceptable trade off to achieve speed or lower costs where these are critical to enable delivery of its strategic objectives. Our approach to manage these risks relies on carefully assessing and balancing these trade offs. If any significant weaknesses are discovered in the current operating model which increase the Operational risk, these will be mitigated, also taking into account effort/ cost implications.
	Neutral	GCDC will accept a reasonable degree of operational failures (e.g. for non critical processes, resources or systems). Our approach to manage and especially mitigate these risks focusses on designing and implementing proportionate controls. If any significant weaknesses are discovered in Home England's current operating model which increase the Operational risk, these will be mitigated in a time bound manner.
	<u>Averse - Current Risk Appetite</u>	GCDC will only tolerate a minimum level of operational failures. Our approach to manage and especially mitigate these risks is to rely on the implementation of a high degree of controls, accepting the associated costs/delays. If any weaknesses are discovered in GCDC's Target Operating Model (TOM) which increase the Operational risk, these will be mitigated in a time bound manner.

Risk TypePrimary Risk Open / Neutral / Averse Definitions definition		
Value For Money Risk	Risk of GCDC failing to achieve optimal value for money in its programmes, interventions, or operational activities, leading to inefficient use of public funds, suboptimal outcomes, or reduced stakeholder trust.	
	Open	GCDC adopts a flexible approach to VfM, accepting higher uncertainty and upfront costs for transformative outcomes. An Open risk appetite reflects prioritising long term benefits over short term cost savings, provided risks are well managed, aligned with strategic objectives, and deliver meaningful public value. This approach acknowledges that, by prioritising innovative and transformative outcomes, the GCDC risks occasional non compliance with HMT principles. Non compliance could result in delays in funding approvals, loss of credibility with government stakeholders, or increased scrutiny, requiring corrective actions to restore alignment with HMT guidelines.
	Neutral	GCDC adopts a balanced approach to VfM, weighing cost efficiency and long term impact equally in decision making. A Neutral risk appetite reflects a willingness to accept moderate risks in resource allocation, provided they are supported by evidence and strong business cases aligned with VfM principles. This approach ensures general alignment with HMT requirements, including robust appraisal, risk management, and transparency, while allowing for some flexibility in pursuing innovative or complex projects. However, there remains a risk that certain initiatives may face challenges in meeting the stringent cost benefit analysis and proportionality requirements mandated by HMT. Non compliance in such cases could lead to project delays, additional assurance requirements, or reputational risks with HMT and other stakeholders.
	<u>Averse – Current Risk Appetite</u>	GCDC carefully manages VfM risks to ensure public funds are used effectively and align with its objectives. While willing to take proactive, risk taking interventions for transformative outcomes, the GCDC remains cautious with individual deals. GCDC acknowledges the risks inherent in innovation, recognising that some projects may face challenges or fail despite strong controls. Its risk appetite reflects a commitment to cost control, operational prudence, and adherence to Green Book guidance, ensuring credibility and consistent approvals. Non-compliance, though unlikely, could result from oversight failures or external factors, leading to increased scrutiny. The GCDC balances taxpayer accountability with flexibility by aligning innovative initiatives to VfM principles through robust business cases, proportional risk assessments, and evidence-based evaluations, striving to achieve sustainable, value driven outcomes.

Risk Type	Primary Risk definition	Open / Neutral / Averse Definitions
Fiduciary, Economic Crime & Fraud Risk		GCDC will comply with all regulatory requirements. The GCDC will put in place appropriate levels of controls to identify abuse, failures in fiduciary duty (by GCDC or third parties owing GCDC a duty), economic crime, and fraud within its various activities. These will be proportionate and consistent with best practice across government for similar activities. When abuse, crime or fraud is identified this will be proactively pursued and all legal and commercial means available to the GCDC deployed to address it.
	Open	GCDC will comply with all regulatory requirements but is willing to accept risks relating to financial crime or misconduct since it is an inherent risk to achieving some of its objectives. Our approach to manage these risks relies on carefully assessing and balancing these trade offs. If any significant weaknesses are discovered in the current operating model which increase the Fiduciary risk, these will be mitigated, also taking into account effort/ cost implications.
	Neutral	GCDC will comply with all regulatory requirements, but it is willing to accept some risks relating to financial crime or misconduct since it is an inherent risk to achieving some of its strategic objectives. If any significant weaknesses are discovered in GCDC's Target Operating Model which increase the Fiduciary risk, these will be mitigated in a time bound manner.
	<u>Averse - Current Risk Appetite</u>	GCDC is committed to adhering to all regulatory requirements. The GCDC will use proportionate controls to detect misconduct, acknowledging the inevitability of some issues due to the complexity of the work, and taking proactive and comprehensive action when scheme abuse or fraud is discovered.

Risk Type	Primary Risk definition	Open / Neutral / Averse Definitions
Statutory Functions Risk		Risk that GCDC does not exercise its statutory functions as a local planning authority over planning applications and plan making and infrastructure funding through Community Infrastructure Levy and planning obligations in accordance with legislative, policy and other relevant requirements and that GCDC's structures, systems and controls do not achieve effective separation between GCDC's role as a developer, promoter or funder of development and its statutory responsibilities as a Local Planning Authority leading to legal and reputational risk.
	Open	GCDC will comply with all regulatory requirements but is willing to accept risks relating to legal and reputational risk relating to planning decisions since it is an inherent risk to achieving some of its objectives. Our approach to manage these risks relies on carefully assessing and balancing these trade offs.
	Neutral	GCDC will comply with all regulatory requirements but is willing to accept some risks relating to legal and reputational risk relating to planning decisions since it is an inherent risk to achieving some of its objectives. Our approach to manage these risks relies on carefully assessing and balancing these trade offs.
	<u>Averse – Current Risk Appetite</u>	GCDC will deliver its statutory responsibilities in accordance with all applicable legislative, policy and guidance requirements, exercising the highest level of propriety and transparency. It will recognise and mitigate potential conflicts of interest arising from its role as a funder, landowner and developer with those as a decision maker for planning applications and plan maker

5. Version Control

GCDC Risk Assurance Statement	
Document Owner (Job title and name)	Nick Ward, Head of Strategy
Document Author(s) / Editor(s) (Job title and name)	Nick Ward, Head of Strategy
Issue Date (month & year)	July 2026
Governance/Approved by	GCDC Board, July 2026
Changes from Previous Version	N/A – Version 1
Communications	GCDC Board, GCDC All Staff
Review Due	July 2027

Greater Cambridge Development Corporation

Risk Management Framework

V1 July 2026

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1. Reviewing and updating this Framework

- 1.1. Following The Orange Book: Management of Risk - Principles and Concepts by the UK Government, the RMF should be reviewed annually, in line with the annual review of GCDC's risk appetite, as set by the Corporation's Board.
- 1.2. The Head of Governance has authority to approve any minor changes that do not fundamentally alter the basis of this Framework, in liaison with the Senior Management Team. Where the changes concern more than textual or relatively minor process changes, then GCDC Audit & Risk Committee and Board approval will be sought at the next meeting.
- 1.3. Any fundamental changes to this Framework will be approved by the GCDC Board. The Audit & Risk Committee will oversee these changes and make a recommendation to the Board once they are content.

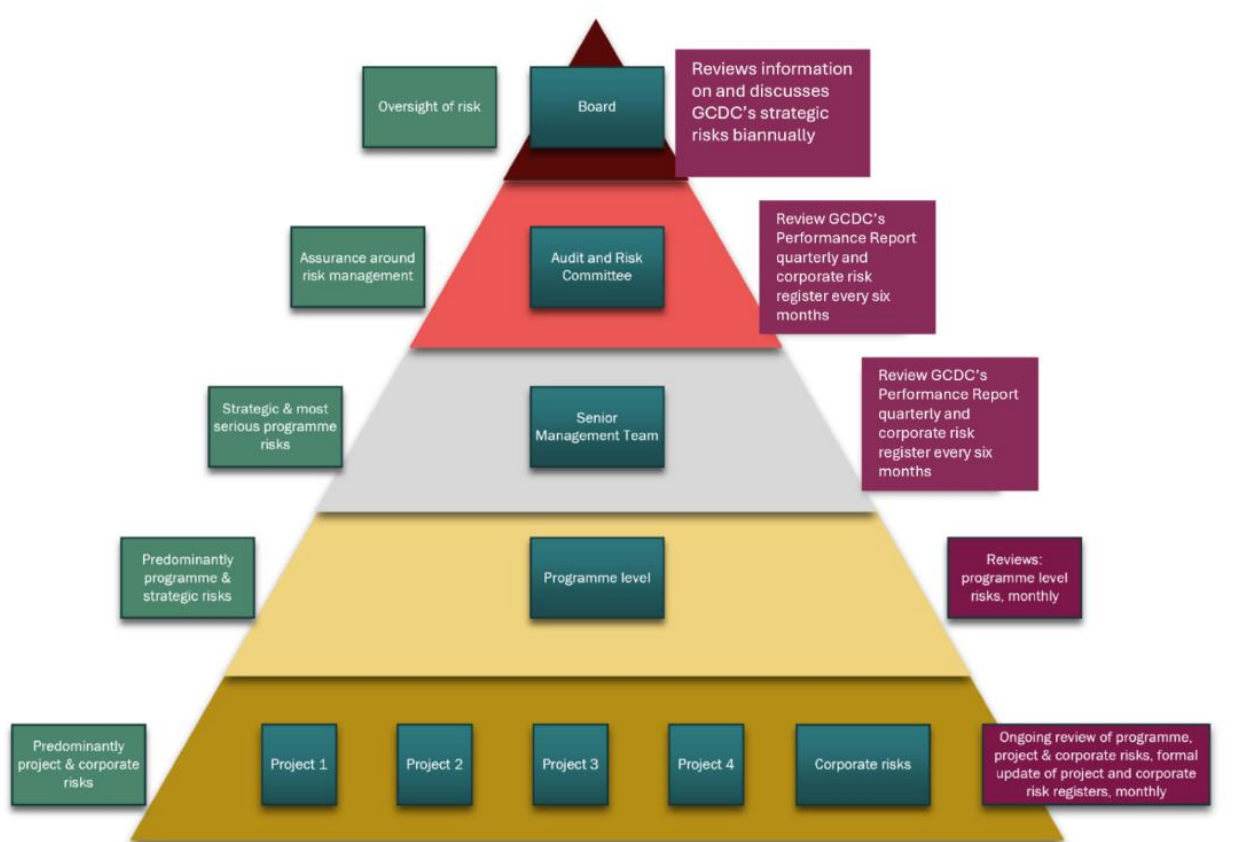
2. GCDC's Risk Management Framework

- 2.1. This document and framework are designed to help GCDC manage its risks and opportunities as an integral part of all organisational activities. We will use effective risk management practices to:
 - i Scan the horizon;
 - ii Understand our environment;
 - iii Take informed and proactive decisions;
 - iv Support the consistent and robust identification and management of opportunities and risks across the organisation – so we can put in place measures that will reduce risk, seize opportunities and increase our chances of success.
- 2.2. The aim of risk management isn't to remove all risks as that isn't possible, but instead, it is a way of managing risk.
- 2.3. When implemented well, a Risk Management Framework can go beyond being just a useful tool that encourages initial reflection and analysis. It should seek to continuously try to prevent adverse consequences, or the non-realisation of opportunities and improve the chances of the best outcome being delivered and in turn, achieving GCDC's objectives.
- 2.4. This framework establishes a structured approach to risk management. It also aims to embed a culture of ongoing and proportionate risk management throughout the organisation and follows the three lines of defence model¹ in managing, monitoring and independently assuring risk.

¹ The three lines of defence is a risk governance approach that splits responsibility for operational risk management across three functions: 1) All staff and Managers are in the first line who own and manage risk directly. 2) Senior Management (and Board) are the second line who oversee the first line, setting policies, defining risk tolerances, and ensuring they are met. 3) The third line consists of internal audit who provide independent assurance of the first two lines.

3. Responsibilities and Reporting

- 3.1. The Board will ensure that effective arrangements are in place to provide assurance on risk management, governance and internal control and assure itself of the effectiveness of the internal control and risk management systems
- 3.2. Audit and Risk Committee will contribute to the review of the effectiveness of the Corporation's internal financial controls and risk management systems; and investigate and advise on these or related matters which are referred to the Committee or that it considers necessary.



4. Risk Management in Practice

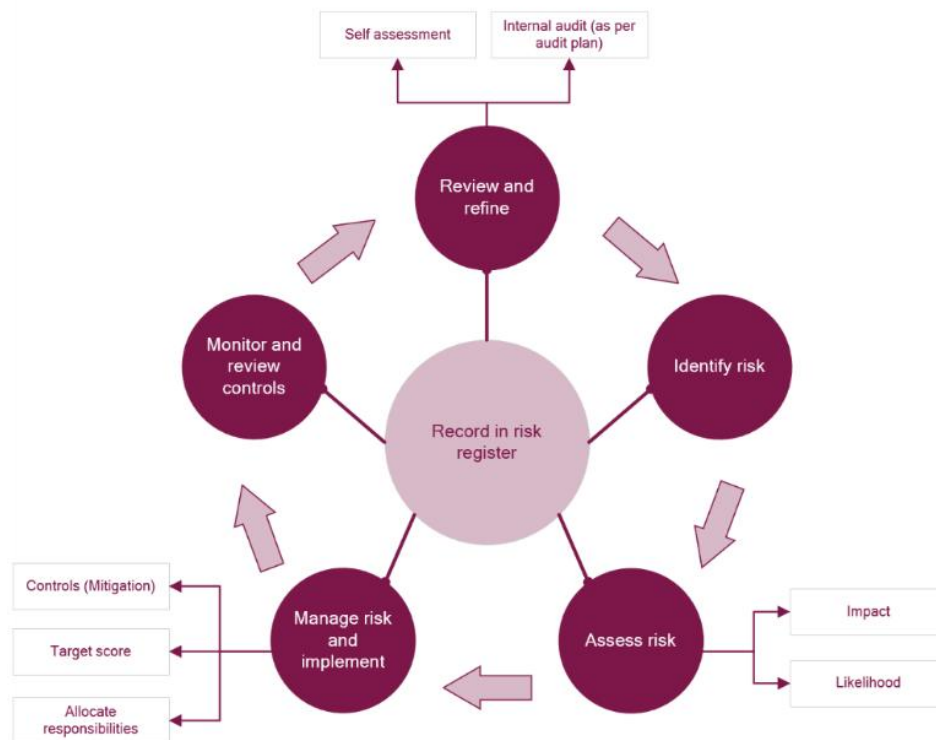
- 4.1. The guidance that follows sets out the GCDC approach to managing risk, together with tools and techniques that will help you at the different stages of the risk management cycle.
- 4.2. Risks are often 'shared'. That is, they flow from the work of, and have the potential to impact on two or more, organisations or projects. In these instances, the process below should be undertaken collaboratively. And, in such circumstances, it is especially important that risk/opportunity and action ownership is clear.

4.3. Risk management is an ongoing, iterative process and should not be treated as a one-off, static activity.

4.4. The framework and guidance set out the seven steps of risk management:

- Step 1: Identify the risks and opportunities
- Step 2: Understand and assess the scale of risk
- Step 3: Develop a risk response strategy (mitigation, controls & target score)
- Step 4: Implement strategy and allocate responsibilities
- Step 5: Monitor implementation and review controls
- Step 6: Review and refine process and do it again
- Step 7: Reporting the risks and opportunities via the appropriate channels and platforms (re SMT, quarterly reporting cycle, ARC, Board etc)

5. The Risk Management Cycle:



6. Heat Map risk descriptions and category impact descriptions

Category Level definitions

- **Severe risks** (red 20-25 rating): These risks will feature at the Corporate and strategic level and would affect GCDC as a whole (or multiple functions) and/or the risk is imminent – the impact of the risk would be severe or catastrophic
- **Major risks** (amber 10-16 rating): These risks would impact across functions or significant programmes and would prevent the delivery of a key aim or priority and/or the risk is likely to occur in the near future; addressing the risk now will prevent a more serious impact later
- **Moderate risks** (yellow 4-9 rating): These risks would impact on a smaller area of GCDC (a team or project) and/or the risk is likely to occur in the longer term; addressing the risk now will stop other problems occurring later
- **Minor risks** (green 1-3 rating): These risks would impact on a subset of a team or a local piece of work and/or the risk is unlikely to materialise. If the risk does occur, the consequences are manageable

Risk Heat Map						
Impact	Major	5	10	15	20	25
	5	Moderate	Major	Major	Severe	Severe
	Substantial	4	8	12	16	20
	4	Moderate	Moderate	Major	Major	Severe
	Medium	3	6	9	12	15
	3	Minor	Moderate	Moderate	Major	Major
	Low	2	4	6	8	10
	2	Minor	Moderate	Moderate	Moderate	Major
	Minimal	1	2	3	4	5
	1	Minor	Minor	Minor	Moderate	Moderate
		Rare	Unlikely	Possible	Likely	Very likely
		1	2	3	4	5
		<10%	10 - 30%	30 - 70%	70 - 90%	>90%
		Likelihood/probability				

7. Version Control

GCDC Risk Management Framework	
Document Owner (Job title and name)	Nick Ward, Head of Strategy
Document Author(s) / Editor(s) (Job title and name)	Nick Ward, Head of Strategy
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Governance/Approved by	GCDC Board, July 2026
Changes from Previous Version	N/A – Version 1
Communications	GCDC Board, GCDC All Staff
Review Due	July 2027

Communications Protocol



Version	Author	Action	Date
0.1	Karen Clarke	For Board review	27.07.2026

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Purpose and scope

This protocol establishes a consistent approval process for all Greater Cambridge Development Corporation public-facing communications, including media releases, statements and content published on official corporate channels, public engagement events and partner media.

It will support the Development Corporation to follow Government Functional Standard GovS011, setting out oversight by the Ministry for Housing, Communities and Local Government (“MHCLG”) (sponsor department).

The protocol applies to all external-facing communications materials prepared for the Development Corporation, for example:

- Press statements
- Content prepared for official publication on the website
- Content prepared for social media
- Speeches and presentations
- Email outreach and newsletters
- Campaign materials, including thought leadership
- Consultation and engagement materials
- Publicity and other public content created by sub-contractors or suppliers on behalf of the Development Corporation.

If in doubt of what communications activities are covered by this protocol, speak to the Head of Communications.

Principles

The protocol considers core principles drawn from the Government’s Functions Standards and Government’s Communications Service Modern Communications Operating Model 3.0:

- Greater Cambridge Development Corporation works with operational independence while maintaining appropriate oversight by MHCLG.
- The governance of its communication is an integrated part of the organisation’s overall governance.
- Using tiered accountability, it is clear who makes decisions and who owns outcomes and processes.

- The Head of Communications is accountable for ensuring all official communications outputs meet GCS professional standards.

General guidance

Corporate communications in commercial meetings: the corporate communications team involvement in project meetings should only be sought where there is a direct and official Development Corporation role. On commercial matters, the corporate communications role is to advise on and support the delivery of agreed communications objectives aligned to approved projects and investments. If in doubt as to whether it is appropriate for the communications team to attend meetings, the communications team and/or other members of the Greater Cambridge Development Corporation board (including the chair and deputy chair) should speak to the CEO and seek advice from the Greater Cambridge Development Corporation general counsel.

Content for approval: communications materials should be shared for approval, in accordance with the process outlined, allowing sufficient time for review. This should be at least two-working days (unless there is an immediate scenario which requires urgent review, for example a tier 3 crisis communications scenario).

Sufficient background, context and purpose of the communication, including intended audience, should be detailed in all review and approval requests.

Audit: a clear audit trail should be kept for all corporate communications prepared:

- All documents should be amended with appropriate version control.
- Evidence of approvals should be documented and kept in appropriate files.
- All communications and the relevant audit trail should be retained in accordance with the Development Corporation’s data and retention policy
- All communications records, sharing and transmission should comply with data protection laws and the Development Corporation’s data protection policy.

Roles and responsibilities

Sponsor Department (MHCLG)
○ National policy intent and funding-related announcements. ○ Ministerial lines, parliamentary handling. ○ Approving the Dev Co's strategic communications parameters via framework agreement.
Greater Cambridge Development Corporation
○ Local strategic narrative and default voice for place and delivery in Greater Cambridge. ○ Communications and stakeholder engagement strategies. ○ Community-facing communications.

All Cambridge colleagues (Homes England Service Level Agreement staff and Officers of the development corporation) are responsible for drafting and managing team and project communications in line with this protocol, relevant policies and adherence with brand guidelines.

See [Annex 2](#), for standard process steps.

Programme/ project leads are responsible for the preparation of the Communications Planning template [\[Annex 3\]](#) for their area, working in collaboration with Corporate Communications Team.

The Corporate Communications Team: is responsible for the quality assurance of official documentation, campaigns and communications products, campaign implementation and channel management for the Development Corporation.

This team will have an editorial role to ensure style, and consistency of corporate message across official communications materials prepared for publication by the development corporation staff and Homes England Service Level Agreement staff.

All colleagues working on Greater Cambridge Development Corporation matters should bring communications queries to the Greater Cambridge Development Corporation Communications Team.

The **Head of Communications:** accountable for implementing the corporate communications strategy approved by the Board and overseeing programme-

level communications plans. *Responsible for Tier one* communications activity **internal approval**; liaison and ensuring escalation process is adhered to with internal legal, Chief Executive and sponsor department for Tier 2 and 3.

General Counsel (GC): review of content, advice on mitigation and handling, and **internal clearance** for all **Tier 2 and Tier 3** content.

Chief Executive (CEO) (Deputy Chief Executive (DCEO) if the DCEO is exercising the CEO's delegations): review and **internal approval of Tier 2 and 3 content**.

Board: approval of local strategic narratives, Dev Corp branding, stakeholder engagement and communications strategy. Where applicable, the individual Board member and Senior Leader to have final approval for statements issued in their name.

Sponsor Department / Cambridge Strategy Unit: Deputy Director, Head of Policy and MHCLG Press Lead where there's a media interest: **oversight** and internal **government review or clearance**, as required, for **Tier 2 and 3 activity**.

Communications forward look and regular information sharing

Communications forward look, stakeholder and handling matters are routinely discussed:

1. Weekly Senior Management Team meetings: horizon scanning, planned communications, issues management, key messages
2. Weekly DevCorp Legal – Corporate Communications meeting: escalation, procedure reviews, active issues management
3. Scheduled Sponsor Department- meetings (covering communications matters)
4. Fortnightly MHCLG Strategic Communications – Corporate Communications meeting: forward look, meetings, visits and announcements, media enquiries – additional ad hoc meetings as required
5. Fortnightly OxCam Growth Unit Cambridge lead – Corporate Communications: check-in, horizon scanning
6. Monthly All Team meetings
7. Ad-hoc HE- Corporate Communications: check-in, horizon scanning
8. Board communications updates and reporting.

The communications team is accessible and approachable to discuss any communications matters and needs.

Activity thresholds (Tiers)

Tier one: *low risk*

- Web copy, social media content – for example programme level updates, event promotion
- Routine and planned media releases – for example, programme-related milestones
- Day to day handling of media enquiries regarding approved programme-level activity, factual statements
- Email outreach and campaign materials
- Conference and events proposals, programmes and materials

Tier two: *medium risk*

Any communications, potential media response or publication that contain and/or there may be a risk of interpretation as containing statements on and/or in relation to the risk areas set out in Annex 1 (the “**Risk Areas**”).

Tier three: *high risk*

- Statements or publications directly involving or requiring ministers’ comment
- Crisis communications response
- Statements requested or prepared for select committee reports or high-profile media investigations

Approval processes

Tier one

1. Drafted by the corporate communications team, with input by subject matter experts where required.

OR

Drafted by team members. Team member to liaise with the corporate communications team for input.

2. Approved by Head of Communications.

3. Media and campaign content shared with the CEO before issue for information purposes.

Events and speaking requests

4. **Invitations to speak at conferences or public events** should be shared with line managers and the corporate communications team ahead of providing acceptances.
5. **For monitoring and reporting purposes, details of speaking requests should be inserted into the Events Tracker:**
GCDC Events Tracker.xlsx

Tier two

1. Drafted by the communications team, with input by subject matter experts where required.
2. Internal review by Head of Communications and share with DCEO.
3. Head of Communications to share with the General Counsel (“**GC**”) for clearance.
4. Head of Communications to share with the CEO for approval after seeking advice from the GC.
5. CEO (AO), will consider and decide if MHCLG review and approval is required. If considered necessary by the CEO, the Head of Communication to share with the Cambridge Strategy Unit Deputy Director, policy lead, sponsor department press team for **review and clearance** before issue. This may also include sharing with other departmental communications leads where relevant. Five working days should be allowed for sponsor department review where possible.
6. If the MHCLG clearance is sought and results in amendments to the communications, to be shared again with the CEO for final approval before issue.

Tier three

1. In line with Crisis Communications preparedness and action planning, communications will be drafted by Head of Communications in close cooperation with the CEO, DCEO and with subject matter experts where necessary.
2. Head of Communications to share full draft with GC for clearance.
3. CEO (AO) will, with the accompanying advice from the GC share with the Sponsor Department Deputy Director and communications team and

where Crisis Response requires it, alert the Minister's Private Office. **Note MHCLG are responsible for securing the required clearances, including with the government legal department, as part of their review and approval process.**

4. If the MHCLG clearance is sought and results in amendments to the communications, to be shared again with the CEO, who should seek advice from the GC, for final approval before issue.
5. To be shared with the Chair and Deputy Chair for information purposes before issue.

Media relations

All media enquiries should be passed immediately to the Corporate Communications Team.

Official spokespersons

Peter Freeman, Chair of the Board

Risk and audit: Paul Schofield, Member

To be finalised once Board appointed.

Corporate Affairs

David Hill, Chief Executive

Beth Dugdale, Deputy Chief Executive

Karen Clarke, Head of Communications

Technical experts

1. Infrastructure delivery: Philip Harker, Director
2. Planning roles and functions: Anthony Hollingsworth, Director
3. Economy and data: Jim Ward, Director

Crisis communications

The Corporate Communications Team will undertake and test crisis communications planning with the Chair, Board and Senior Management Team against different scenarios. This is to maintain the effectiveness, credibility and stakeholder trust in the Development Corporation, whilst adhering and protecting the government's policy position and productive working relationships with the Sponsor Department in line with the Development Corporation's operational independence and agreed communications frameworks.

Should a potential crisis be identified:

1. **Any employee who becomes aware of an event which could trigger a crisis scenario, they must notify the Head of Communications immediately.**
2. The Head of Communications will notify the CEO and the GC at the same time to assess severity of the situation and begin establishing facts and to make an immediate assessment as to whether an internal or governance inquiry may be required.
3. With the agreement of the CEO, with advice provided by the GC, the Head of Communications

will alert the sponsor department's Deputy Director and Head of communications who will also assess if the situation meets the threshold for cross-government involvement.

4. The Head of Communications will alert and convene the agreed Dev Co Crisis Team.

Timelines:

Within first two hours

1. Begin establishing facts
2. Activate Crisis Team
3. Draft initial communications
4. Internal briefing and alert key relevant stakeholders
5. Commence media monitoring
6. Initiate 'actions' log

DAY one

1. Issue public-facing holding statement, including publication on Website
2. Identify and brief media spokesperson
3. Prepare statement, issue and brief Board and where required employees
4. Monitor media and social media
5. Liaise with Sponsor Department on handling strategy
6. Commence follow-on statements

WEEK one

1. Issue daily public-facing updates (even where limited additional factual information is available for active management).
2. Initiate regular Crisis Team and where required wider Team meetings to review reactions, assess emerging issues and update messaging.
3. Identify internal leads and commence active stakeholder engagement with key organisations as required.
4. Prepare longer term communications plan for resolution/ recovery phase.
5. Review all communications and address gaps.
6. Begin compiling lessons learned log and factor in Crisis Plan review.

Crisis Team

Name	Role	Contact
Peter Freeman	Chair	TBC
Karen Clarke	Head of Communications	07849 476579 or 07879 112 114
David Hill	CEO	TBC
Beth Dugdale	DCEO	07775012396
TBC	General council	TBC
TBC	DPO (if crisis scenario requires – DPO should be involved in the initial crisis meeting to assess if continued involvement is required)	TBC
Nick Ward	Head of Programme, Sponsor Department liaison	TBC
Katie Brown	Senior Manager, Public Affairs	TBC
Philip Harker	Technical Director	TBC
Anthony Hollingsworth	Director, Planning and Place	TBC

Primary audiences:

1. National and local media who will drive the news timelines, and frame the situation.
2. Board members who will face direct questioning about their response to the situation from stakeholders, employees and the media.

3. Sponsor Department Ministers and senior officials, who must be kept informed and whose statements and internal handling will be scrutinised.
4. Parliament, specifically local MPs and those with an interest in the Development Corporation's remit.
5. Local government directly elected representatives, including opposition, business and community stakeholders who understand the Development Corporation policy and operations well and whose commentary will influence who the situation and story is interpreted by other informed stakeholders.

Crisis scenarios and communications are developed and tested using the GCS **COM-B framework**: Capability, Opportunity, Motivation – Behaviour. Messages are developed using the **Krebs principle** of sharing what is known, what is not known and what actions are being taking from the first statement and tested against the following principles: empathy, transparency, accuracy, consistency, speed.

COM-B examples:

- High capability and strong motivation to engage but may lack accurate, up to date information. Their ability to shape the narrative rapidly is high and Development Corporation must communicate quickly to fill potential communications vacuums.
- Board members and employees will need clear internal communications to explain the situation, what it means to them and what they should or should not say publicly to mitigate informal and potentially inaccurate information.
- The general public who will have varying levels of awareness and are less likely to engage unless the issue/ scenario is of direct relevance to the.

Branding and visual identity

Greater Cambridge Development Corporation interim brand guidelines can be requested from the Corporate Communications Team.

Prior to providing brand assets, the communications team must be notified, with the following details provided:

- Name of organisation the brand guidelines and logo marks are to be issued to.
- Reason for use / inclusion of the brand – for each example use.
- Draft written agreement between partners specifying the exact purpose, use and medium the brand will be used, for review and approval.

No use of the branding will be permitted **for any reason**, regardless as to whether the reason is publicity or business development, without prior written approval by the Corporate Communications Team.

Corporate Communications Team will liaise with the General Counsel, who holds the responsibility for IP Policy. The Corporate Communications Team will be responsible for the adherence to the IP Policy.

[The Corporate Communications will commence preparation of a brand review and will make recommendations to the Development Corporation board for consideration.]

Policies and compliance checks

- Accessibility
- IP Policy – legal
- Transparency policy
- Accuracy / data sources and citations
- Freedom of Information

Protocol Review

The protocol will be reviewed every six months.

ANNEX 1

Risk Areas

Risk area	Definition	Examples
Procurement, commissioning works or services or contract awards	Any matter referring to an ongoing action or process of acquiring, obtaining or procuring a service Any proposed action, release or statement that may infer or be interpreted to suggest that a proper procurement process may not have been followed	<i>“Example One Limited has been appointed to deliver the project subject to contract”</i> <i>“Following discussions with market leaders...XYZ Limited has been asked to undertake services at....”</i> <i>“The development corporation will extend the contract beyond the initially advertised period to maximise continuity.”</i> <i>“Given their long-standing relationship...”</i> <i>“XYZ Limited is the delivery partner of the Development Corporation”</i> <i>“XYZ Limited will be providing services to the Development Corporations as part of its joint venture to develop the site at ABC”</i>

Risk of spending and/or a commitment to spend	Any proposed action, release or statement that may infer or be interpreted to be a commitment to spend / further spending	<i>"I am passionate about delivering growth in this area and ensuring that the area receives the maximum financial investment it can via the development corporation"</i> <i>"A further £10 million will be provided subject to contract and approval"</i> <i>"This announcement confirms the development corporation's long-term financial commitment to the development"</i>
Risk of subsidy or potential subsidy	Any proposed action, release or statement that may infer or be interpreted to suggest that financial assistance provided by the public authority (the development corporation) gives an economic advantage to an enterprise over its competitors creating a risk of market distortion, trade disruption or inefficiency	<i>"Without the development corporation's financial support, the project would not go ahead"</i> <i>"Given the unique circumstances, the development corporation has stepped in to provide bespoke financial support"</i> <i>"The development corporation has agreed to provide £2 million of funding to Example One Ltd to support delivery of the project and ensure the company can proceed despite current market conditions."</i>
Risk of ultra vires	Any proposed action, release or statement that refers to, implies or could be interpreted to mean any action or decision taken by a public authority (the development corporation) the exceeds the legal authority granted to it by Parliament	<i>"Development Corporation is working to form a partnership with ABC Limited"</i> Note that this statement would only be true if there is approval to (i) form a partnership and/or (ii) create an incorporated body or body with separate legal identity. In the case of Homes England, publishing a statement like this if untrue (i.e. if the Secretary of State has not provided approval) would breach s.29 of the Housing and Regeneration Act 2008.
Government policy or national security	Any proposed action, release or statement referring to matters related to and/or involving government policy (whether current or proposed) and/or national security "National security" means a country's defense / protection of itself including its citizens, economy and institutions from the threat of violence or attack (such as war, terror attacks, espionage etc).	<i>"The partnership is closely aligned with longer-term national resilience objectives and evolving policy needs."</i> <i>"The Corporation's investment will enable the joint venture to scale activity in support of functions that must remain reliable under all conditions."</i>

Litigation or HM Government/regulatory investigation	Any proposed action, release or statement referring to and/or involving any ongoing, proposed, pending and/or threatened litigation, HM Government and/or regulatory investigation “Litigation” includes any (civil and criminal) proceedings, tribunal, arbitration, mediation, disputes, actions, claims, challenges, reviews, hearings, investigations and any alternative dispute resolutions “Regulatory investigation” includes all types of regulators such as the ICO, CMA, the Pensions Regulator, Environment Agency, HMRC and HSE (note this list is non-exhaustive)	<i>“There is no expectation that these proceedings will have any operational or financial impact on the programme.”</i> <i>“Our approach has always been consistent with both the spirit and intent of the applicable regulatory framework.”</i> <i>“We are engaging constructively with the relevant authority and expect the matter to be concluded in due course.”</i>
Employee specific matters or reference to personal information	Any proposed action, release or statement referring to and/or involving (i) any ongoing, proposed, pending and/or threatened employment dispute (whether it has reached tribunal stage or not), (ii) a trade union and/or (iii) staff association and/or collective employees association	(Commenting on any type of dispute) <i>“The Corporation prides itself on a culture of openness and mutual respect.”</i> <i>“I believe our approach has been fair and proportionate throughout.”</i> <i>“We continue to engage constructively with representatives while remaining focused on organisational priorities.”</i>
Novel, contentious and repercussive	Any proposed action, release or statement that could reasonably be considered novel, contentious or repercussive in accordance with HM Government guidelines. HM Treasury’s <u>Managing Public Money</u>, which has very recently been updated (as per <u>DAO 02/26</u> dated 15 April 2026) to give further detail on NCR. • In relation to novel: ○ <i>“Novel is subjective to the organisation undertaking the spending”: examples include “spending to deliver new...activity that has no precedent in being delivered by the organisation” and “contractual arrangements that are common in one part of government but unusual in another may also be novel”. “Significant changes to scale, scope or</i>	

	<i>targeting of existing activity will also likely be novel” and “novel or complex financial arrangements of any kind are novel and contentious activity”.</i> • In relation to repercussive: ○ <i>“Repercussive spending refers to expenditure or announcements with implications that may set a precedent or create expectations of future spending – either within the department or ALB, or across government”. Accounting Officers are also instructed to be aware that “repercussive costs may occur simply due to the creation of expectations and pressure to undertake similar approaches elsewhere in government”. The guidance also notes that HM Treasury are best placed to identify potential repercussions and “as such it may be particularly advisable to obtain Treasury views on any potential repercussions if a department is in any doubt”.</i> • In relation to contentious: ○ <i>“If expenditure fulfils either or both of the novel or repercussive criteria, then it is likely also contentious” and the issue of contentiousness will be a matter of judgement for the Accounting Officer. “As with assessments of novelty, it will be subjective to the body for which they are responsible”.</i> ○ There is a particular emphasis on AO duty of propriety in relation to contentiousness. <i>“When considering contentious activity, accounting officers should consider the expectations of Parliament and the public at large”.</i> It also notes: <i>“It is no defence to the Accounting Officer to seek to justify contentious spend as proper spend by simply referencing the consent of the Treasury.”</i>
Confidential matters	Any proposed action, release or statement relating to matters that are under a non-disclosure agreement, confidentiality arrangement or those we are required by law to maintain as confidential (such as Market Abuse Regulations (MAR) matters) “Confidential / confidentiality” means information that is not generally known or available to the public and is considered sensitive, private or protected under law or by virtue of a non-disclosure agreement or similar arrangement
Investment matters	Any proposed action, release or statement where the opinion, action or decision of the development corporation’s investment committee or subsidiary is being requested
Planning	Any proposed action, release or statement relating to or involving matters of planning policy and/or planning decisions. This includes specific planning decisions and/or strategies/policies (whether current or proposed) in relation to planning decisions
Creation of a partnership, company and/or other interest	Any proposed action, release or statement relating to the formation and establishment of any partnerships (as contemplated under the Partnership Act 1890

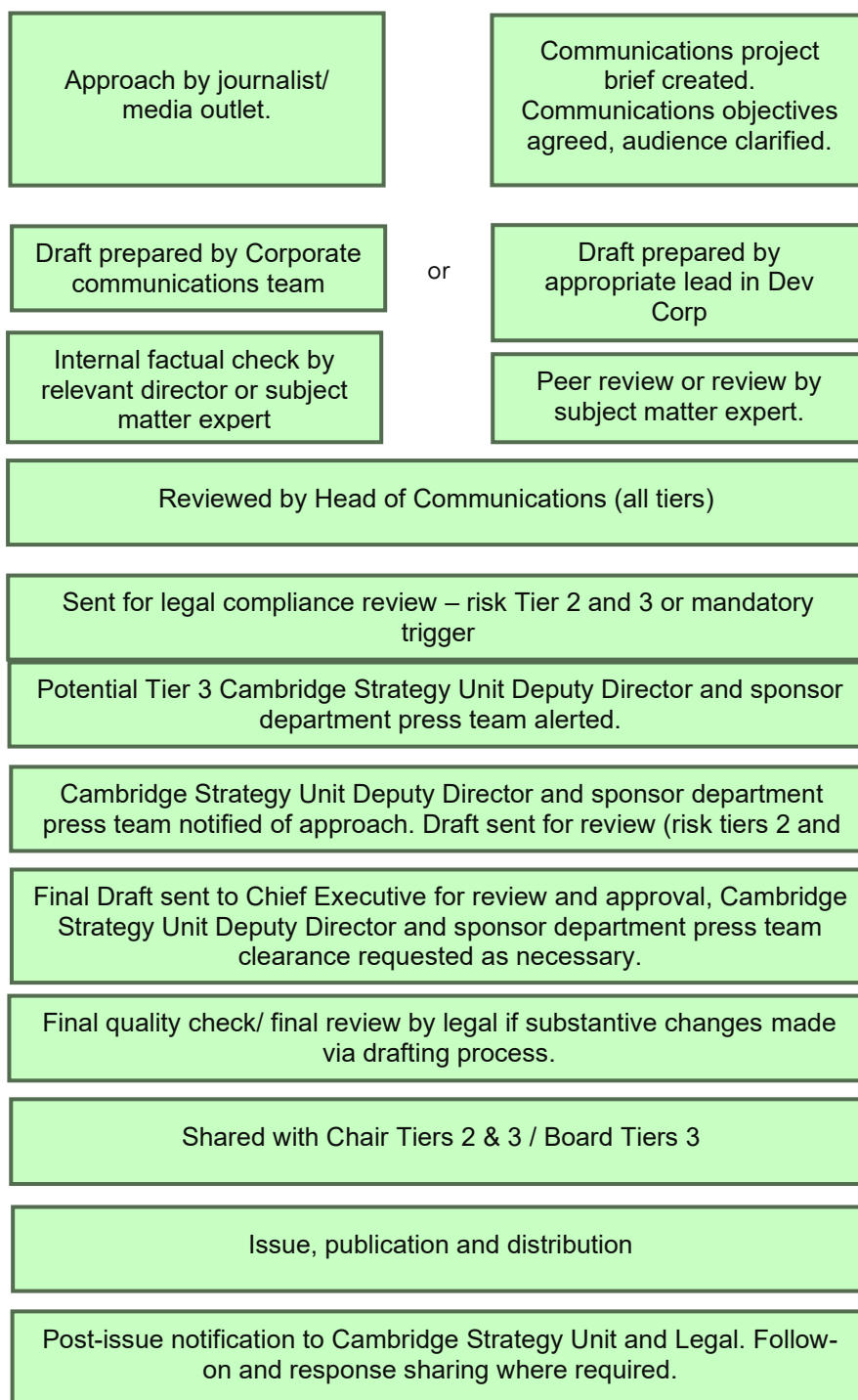
or the Limited Partnerships Act 1907) or joint venture companies (as contemplated under the Companies Act 2006).

These are distinct from collaboration arrangements, co-operation, and contractual joint ventures. But in these scenarios, you might consider seeking a second view.

Remember that if you do not intend to establish a true partnership (with full joint and several liability) then you should take care not to use the word “partnership”. Remember you can create a partnership under English law by your conduct and press releases and external communications is very reasonable evidence of intention.

ANNEX 2

Standard process steps



ANNEX 3

Example communications – planning template for programmes

Version: 1 (DATE)	Title: E,g , MRT SOBC communications plan	Programme Lead: Director
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PURPOSE/ core brief: E.g. The MRT SOBC is a high-profile commission which interlocks analysis and recommendations for transport solutions into CGC's wider work on the long-term growth strategy. Communications activities on this project should emphasise the importance CGC places on resolving short and long-term transport constraints across the area.

Developing COMMS OBJECTIVES:

1. To explain CGC's role in achieving transport infrastructure decisions among identified key regional stakeholders.
2. To maintain high levels of transparency by providing members of the public clarity on project scope and key deliverables.
3. To profile CGC's growing expertise in transport infrastructure delivery, dovetailing with the MRT programme-level engagement.

CORE AUDIENCES:

Segment 1	What do we know about them?	Where are the opportunities for engagement / reach?
Segment 2	Self-selected professional, with an interest in local transport solutions	Active participants engaged in the GCTS first round of roundtables.

Establishing KEY MESSAGES:

1. Congestion in Cambridge is consistently highlighted as a key constraint impacting quality of life today and economic growth potential. Employers already report delays to investment decisions until solutions are found. CGC is pressing ahead, with backing of DfT and HMT, to look at MRT as viable transport options to ease bottlenecks across the system.
2. We are working in collaboration with CPCA to identify and set out sustainable, costed and achievable transport solutions to be integrated in the GCTS and, which supports government's longer-term ambitions for economic growth.
3. The MRT SOBC is an important first step towards making the case for, and securing, investment needed to get people moving efficiently and sustainably into and across the city.

STRATEGY: Options / limitations to approaches to be discussed with Communications Team

PARTNERSHIP engagement plan: roles and asks of partners in shaping and delivering communications campaign

Implementation: CORE COMMUNICATIONS ACTIVITIES:

Joint CGC/ CPCA press notice announcing project kick-off, purpose and expectations	w/c 2/3	Earned
Video introduction to core delivery team Phil Harker and Rhiannon Hedingham	23.2 recording for release w/c 9/3	Shared
		Owned/ shared
		Owned
		Shared
		Owned/ shared
		Owned
		Earned

* Sequencing and timing considerations

* Content required

Expected project timelines/ risks:

1. Progress contingent on BH growth scenarios and early indication of growth areas* Subject to further legal advice.

Background and context:**Scoring: what does success look like?**

Input	Objectives clear – approved. Inclusive communications assessed. Partnerships established
Outputs	Estimated reach. Coverage. Volume of shared content. % of partners engaged.
Outtakes	Feedback from direct engagement sessions. Recall/ awareness of key messages (through direct requests / social listening)
Outcome	E.g. shared ownership/ local backing secured for recommendations made, decisions taken. Open public support.
Impact	Longer term – connected to programme objectives

Greater Cambridge Development Corporation

Intellectual Property Policy

V1 July 2026

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1. Policy Statement

1.1. In this policy the following expressions have the meaning set out below:

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including knowhow and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

(a) **“Inventions”** means inventions, ideas and improvements, whether or not patentable, and whether or not recorded in any medium;

(b) **“Trademark”** means any word, name, symbol, logo or device, or any combination of these, that are or will be used to distinguish the goods or services of one provider from those provided by others, and to indicate the source of those goods and services;

(c) **“Brand Guidelines”** means the Corporation’s mandatory brand guidelines;

(d) **“IPR Lists”** means:

- IPR List 1 - the list of the trademarks used by the Corporation and registered with the UK Intellectual Property Office (IPO);
- IPR List 2 - the list of the brands, logos etc used by the Corporation but not registered by the UK Intellectual Property Office (IPO) as trademarks;
- IPR List 3 – the list of domain names used by the Corporation and their expiry dates;
- IPR List 4 - the list of the microsites/websites hosted by or on behalf of the Corporation;
- IPR list 5 - the list of the social media accounts used by the Corporation; and
- IPR list 6 - list of requests for IPR permissions or licences received, and decision taken in response to such requests.

1.2. The Greater Cambridge Development Corporation (the "Corporation") recognises that Intellectual Property Rights (IPR) such as trademarks, designs, copyright materials and domain names are valuable assets, and recognised as such in Managing Public Money in the same way as tangible assets such as land and buildings.

- 1.3. If trademarks and brands are used improperly or inconsistently (or others are allowed to do so), the Corporation's brand and reputation could be weakened and the legal protection of the Corporation's trademarks and domain names ultimately lost.
- 1.4. It is therefore important that:
 - (a) This policy is complied with at all times;
 - (b) All procedures and Brand Guidelines are followed to ensure that day-to-day activities do not undermine the Corporation's brands or intellectual property rights or infringe the intellectual property rights of others;
 - (c) Take prompt action to enforce all trademarks when necessary;
 - (d) Monitor the marketplace for infringement and misuse of the Corporation's trademarks and branding; and
 - (e) Keep records that demonstrate how the Corporation has used, invested in and protected its brands, trademarks, domain names and other intellectual property, and where we have permitted others to do so.
- 1.5. This policy may be amended at any time.
- 1.6. Contracts of employment for employees and contracts that we enter into with suppliers of goods, works and services will contain provisions for the protection of the Corporation's Intellectual Property Rights. These will be reviewed annually by the Intellectual Property Officer.
- 1.7. Any breach of this policy will be taken seriously and may result in disciplinary action.

2. Who is covered by the policy?

- 2.1. This policy covers all individuals working for the Corporation at all levels and grades, including senior managers, officers, directors, board members, employees, consultants, contractors, trainees/apprentices, and casual and agency workers.

3. What is covered by the policy?

- 3.1. This policy covers all Intellectual Property Rights owned or used by the Corporation, including but not limited to those shown in IPR List 1 as well as the use of Intellectual Property Rights belonging to others during the course of activities related to the Corporation.
- 3.2. In particular, it covers brands, other trademarks and domain names, including but not limited to those set out in the IPR Lists maintained by the Corporation.
- 3.3. You must not do any of the following without following the approval routes set out in Schedule 1. Non-compliance will be a disciplinary matter:

- (a) Commissioning or acquiring a new microsite or website, or acquiring a new domain name;
- (b) Commissioning or using a new brand, design or logo for a Corporation product, programme or project. This includes making any variations or alterations to an existing brand or trademark;
- (c) Creating a new social media account for the Corporation or a project/ programme/ site;
- (d) Retiring, renewing or taking a decision not to renew a domain name, or transferring a domain name;
- (e) Ceasing to host a web site, microsite or a social media account;
- (f) Registering or renewing a trade mark registration or deciding not to renew a trade mark registration; and
- (g) Permitting or licensing the use or reproduction of any Intellectual Property owned by the Corporation, including without limitation trademarks, brands or logos owned by the Corporation or relevant to our work, including issuing a copyright licence.

4. Intellectual Property Officer and others with responsibilities for the protection and management of Intellectual Property Rights

- 4.1. The Corporation's General Counsel is appointed as the Corporation's Intellectual Property Officer to act as the first point of contact for all matters relating to Intellectual Property Rights', including queries from colleagues as well as correspondence from other parties about the Corporation's trademarks.
- 4.2. Any queries from the media regarding ownership or infringement of intellectual property rights involving the Corporation and/or about the Corporation's brand or intellectual property rights must be referred to the Intellectual Property Officer.
- 4.3. Schedule 1 sets out the specific responsibilities and approvals route for the management of Intellectual Property Rights.
- 4.4. Schedule 2 sets out responsibilities for maintaining the IPR Lists.

5. Establishing and maintaining Intellectual Property protection

- 5.1. Proper use of the Corporation's Intellectual Property Rights helps to protect such rights and increase their value. To ensure they are protected, the requirements of the Brand Guidelines should be followed. These apply whenever a Corporation brand is being used, whether it is on physical materials, online, or in spoken references. These Brand Guidelines are for use both internally and externally meaning they must be followed even if material is being produced for internal use only (i.e. a training presentation within an internal team).

- 5.2. In particular, the Corporation trademark must only be shown and used in the exact form in which it is shown in the Brand Guidelines.

6. Keeping Records

- 6.1. Documents that show how our trademarks and brands have been used and promoted can play an important role in enforcing and maintaining them. The following should be provided to the Intellectual Property Officer on request:
- (a) For new brands or trademarks, the invoices, purchase orders and other records to show when the mark was first used;
 - (b) Any market research that records consumer recognition of the Corporation's products and services marketed under the trademark or brand;
 - (c) Samples of product packaging showing the trademark or brand;
 - (d) Samples of advertising and promotional materials bearing the trademark or brand; and
 - (e) Evidence of use of the brand e.g. approvals for a new programme that specifically refers to the brand and any logo, design or trademark.

7. Use of Trademark Notices

- 7.1. When using a registered trademark in any promotional materials (whether online or printed) the following notice must be included with it:

"Registered trademark" OR "® Greater Cambridge Development Corporation" (as the case may be)

- 7.2. When using an unregistered logo, brand, or trademark (including but not limited to those set out in IPR List 2) in any promotional materials (whether online or printed) the following notice must be included with it:

"Trademark of the Greater Cambridge Development Corporation" (as the case may be)

- 7.3. The words "registered trademark" or the ® symbol must only be used alongside a mark that is registered, **as it is a criminal offence to represent that an unregistered trademark is registered**. If you are unsure whether or not a trademark is registered, you must check with the Intellectual Property Officer before including it in any materials.

8. Responding to requests to use or reproduce trademarks or other intellectual property

- 8.1. All Corporation colleagues are permitted and encouraged to use the Corporation's logos, trademarks and other intellectual property in the course of their work, provided this is done in accordance with the Brand Guidelines.
- 8.2. Any requests by third parties for permission to use or reproduce any of the trademarks, or copyright materials owned by the Corporation or relevant to its work should be handled in accordance with the procedure set out in Schedule 1, IP7.
- 8.3. The Intellectual Property Officer shall ensure that full records are retained of requests made under clause 8.2 and any consequent assignments, licences or other forms of consent.

9. Alerting the Corporation to suspected infringement or misuse of its trademarks or copyright

- 9.1. Only the Corporation and our authorised licensees may use our trademarks and copyright materials in advertising, promotional, packaging and sales materials.
- 9.2. A trademark could be infringed if:
 - (a) someone uses it, or a similar trademark, for the same, or similar goods or services; or
 - (b) someone else's brand use is likely to bring our products or services to the minds of potential customers; or
 - (c) someone else's brand use is liable to damage the brand's reputation.
- 9.3. If you suspect or become aware of a possible infringement of any of the Corporation's trademarks (or any other intellectual property right) by any third party, the Intellectual Property Officer must be notified immediately, giving full details of the nature of the problematic brand use following the procedure set out in Schedule 1, IP6.
- 9.4. If you become aware that a third party has applied or may be intending to apply for the revocation or a declaration of invalidity of a Corporation trademark, the Intellectual Property Officer must be notified immediately, providing as many details as possible.

10. Using Intellectual Property created by others – avoiding infringement of others' copyright or trademarks

- 10.1. Before any investment is made in, public use of or promotion of any new element of any brand on the Corporation's behalf, or commission anyone else to do so, the procedure set out in Schedule 1, IP2 must be followed. This includes variations and alterations to existing brands.

- 10.2. All ideas for new brands, and proposed changes to existing brand identity, must be handled in accordance with the procedure set out in Schedule 1, IP2.
- 10.3. Third-party intellectual property must not be used when carrying out duties, unless appropriate checks have been carried out to ensure that the Corporation has a licence to use it in the manner that is intended. Third-party copyright must be respected when carrying out your duties e.g. when considering using photographs or drone footage taken by others. In particular, consideration must always be given as to whether third-party copyright applies to any material, whether in hard copy or electronic form, used by you in the course of their employment and you must not use any materials unless you are certain that the use would not constitute infringement of any third-party right. For guidance on copyright issues, see Schedule 3.
- 10.4. If any notifications are received of any allegations that a third party considers that the Corporation may have infringed its intellectual property rights, the Intellectual Property Officer must be notified immediately, following the procedure in Schedule 1, IP8.

11. Using the trademarks of others

- 11.1. From time to time there may be a need to use trademarks owned by others. Where the trademark is owned by MHCLG or the Secretary of State, the commissioning template will make it clear whether the responsibility for monitoring the use of the trademark by others and renewing it on behalf of the owner or alerting the owner to renew it.
- 11.2. The Corporation Brand Guidelines must be reviewed before using any such third party mark to ensure there is sufficient permission to use it and must include alongside any representation of the mark the trademark notice "TM" (if the mark is unregistered) or ® (if it is registered) and the following notice, adapted as appropriate if the use is of a single mark:

"[NAMES OF MARKS] are registered trademarks owned by, and used under licence from, [NAME OF LICENSOR]."
- 11.3. "[NAMES OF MARKS] are registered trademarks owned by, and used under licence from, [NAME OF LICENSOR]."

12. Domain Names

- 12.1. The Head of Communications will support the Intellectual Property Officer to identify, analyse and appropriately manage all existing domain names that are/have been controlled/owned by the Corporation.
- 12.2. Procedures set out in Schedule 1, IP1 and IP4 must be followed in connection with the creation, retirement and transfer of domain names.
- 12.3. The Head of Communications will make provision for automatic renewal of all domain names, whether or not they are currently in use on websites or microsites owned by the Corporation or operated on its behalf.
- 12.4. The Head of Communications may, with clearance from the Intellectual Property Officer, acquire domain names similar to those used by the Corporation, to prevent

these being acquired by others, and to protect against potential misuse such as cybersquatting. This may include (for example) a “xxx.co.uk” or “xxx.com” variant of a domain name such as “xxx.gov.uk”.

- 12.5. Where the Corporation is be required by MHCLG to purchase associated domain names or retain those no longer in active use to prevent abuse or use by third parties, this must be explicit in the commissioning template.

13. Monitoring and reviewing this policy

- 13.1. The Intellectual Property Officer in conjunction with the Board of the Corporation shall be responsible for reviewing this policy every year to ensure that it continues to meet legal requirements and reflect best practice.
- 13.2. The Intellectual Property Officer has responsibility for ensuring that any person who may be involved with administration or investigations carried out under this policy receives regular and appropriate training to assist them with these duties.

14. Schedule 1 - specific responsibilities and procedures to be followed

Procedure no.	Procedure name	Responsibility/approval route
IP 1	Commissioning a new microsite or website, or acquiring a new domain name	Refer to the Head of Communications Head of Communications to seek clearance from the Intellectual Property Officer before completing the acquisition
IP 2	Commissioning or using a new brand, design or logo for a Corporation product, programme or project, including registration of a trademark	Refer to the Head of Communications Head of Communications to seek clearance from the Intellectual Property Officer before completing the commission/registration
IP 3	Creating a new social media account for the Corporation or a project/programme/site	Refer to the Head of Communications Head of Communications to seek clearance from the Intellectual Property Officer before completing the action
IP 4	Domain names, including retiring or not renewing a domain name or renewing a domain name, ceasing to host a web site or closing down a social media site. This includes transfer to a third party	Refer to the Head of Communications Head of Communications to seek clearance from the Intellectual Property Officer before completing the action
IP 5	Renewing a trade mark registration or deciding not to renew a trade mark registration	Refer to the Head of Communications Head of Communications to seek clearance from the Intellectual Property Officer before completing the action
IP 6	Allegations that someone else is using the Corporation's Intellectual Property	Intellectual Property Officer
IP 7	Internal or external requests for permission or licence to use or reproduce any Intellectual Property owned by the Corporation, including copyright materials, trademarks, brands or logos owned by the Corporation or relevant to our work	Intellectual Property Officer
IP 8	Allegations that the Corporation is wrongly using someone else's Intellectual Property	Intellectual Property Officer

15. Schedule 2 - responsibilities for maintaining the IPR Lists and the Brand Guidelines

List	Content	Responsibility
IPR List 1	List of the trademarks used by the Corporation and registered by the Intellectual Property Office (IPO).	Intellectual Property Officer supported by the Head of Communications
IPR List 2	List of the brands, logos etc used by the Corporation but not registered by the Intellectual Property Office (IPO) as trademarks	Intellectual Property Officer supported by the Head of Communications
IPR List 3	List of domain names used by the Corporation	Intellectual Property Officer supported by the Head of Communications
IPR List 4	List of the microsites/websites hosted by or on behalf of the Corporation	Intellectual Property Officer supported by the Head of Communications
IPR list 5	List of the social media accounts used by the Corporation	Intellectual Property Officer supported by the Head of Communications
IPR list 6	List of requests for permissions or licences received and decision taken	Intellectual Property Officer
Brand Guidelines	Mandatory branding guidelines	Intellectual Property Officer supported by the Head of Communications

16. Schedule 3 – Guidance on copyright

- 16.1. Many copyright materials will be produced by the Corporation during the course of the Corporation's work. Copyright is a complex area of law and this guidance only covers the very basic points.
- 16.2. Copyright lasts for the life of the author plus 70 years from the end of the calendar year of their death. Contrary to popular belief, no formalities need to be observed in the UK for a work to receive copyright protection; protection automatically applies to all works recorded in any form provided that they meet certain requirements. Copyright material includes:
 - 16.2.1. Written work
 - 16.2.2. Photographs
 - 16.2.3. An architectural work, including both a building or a model of a building
 - 16.2.4. Graphic works including diagrams, drawings, maps, charts and plans
- 16.3. The creation of copyright material is not limited to design. Any original material will be protected by copyright, including internet content - text and images found on third party websites or in a Google/Bing search. Images commonly displayed on websites that may be subject to copyright include:
 - 16.3.1. Photographs that individuals have taken for example, on smartphones, tablets or digital cameras and then uploaded onto interactive sites, particularly social media sites.
 - 16.3.2. Artwork, diagrams and charts.
 - 16.3.3. Images that were originally created using analogue technology such as non-digital cameras, but which have been scanned to produce electronic versions.
 - 16.3.4. If someone does any of the following acts in the UK without the consent or licence of the copyright owner, they are committing a primary act of copyright infringement:
 - 16.3.5. Copying a copyright work.
 - 16.3.6. Issuing copies of the copyright work to the public.
 - 16.3.7. Renting or lending the work to the public.
 - 16.3.8. Performing, showing or playing a copyright work in public.
 - 16.3.9. Communicating the work to the public.
 - 16.3.10. Making an adaptation of a copyright work or doing any of the acts listed above in relation to an adaptation.

- 16.4. If you copy a work without the copyright owner's permission, they can bring legal proceedings against you and the Corporation for copyright infringement. Among the potential remedies that a court can order are an injunction preventing further use of the image, and an award of damages or account of profits arising from the use. The copyright owner can also seek an order for the destruction or delivery up to them of infringing copies. The defendant is usually also required to pay a proportion of a successful claimant's legal costs. There are also criminal penalties for deliberate infringement of copyright for commercial purposes.

Copyright issues – material from the internet – when do you need permission?

- 16.5. NB Copyright is not the only consideration when using internet images or photographs of individuals in advertising, corporate brochures or on our website or social media accounts. This is an even more complex area of law than copyright – you will need to consider data protection, privacy, performers' rights, performers' moral rights and potentially the Advertising Standards Codes and defamation. Always seek legal advice.
- 16.6. **The starting point is to assume that you will always need permission to copy an image from the internet unless either you are certain that the Corporation is the copyright owner, or that copyright has expired.**
- 16.7. You do not need permission to use an image if the image is available under a free-to-use licence. Many images are the subject of 'creative commons' licensing, which renders them free for anyone to use. Such licences are often limited to non-commercial use, so it is important to read the terms of the licence to see whether your intended use is covered.
- 16.8. As a general guide, when searching for images, you can use the "search by usage rights" on Google or Bing. This should only be used as a guide and is not definitive.

Search by usage rights

- 16.9. The "search by usage rights" function assists in identifying images such as Creative Commons. However, the "search by usage" function may contain inaccurate information relating to an image. The "search by usage" function should be viewed in the context of narrowing down image rights, and that it does not guarantee that you will not be committing an infringing act.
- 16.10. Therefore, if you are using this function, you should carry out your own due diligence relating to the image. Unfortunately clearing an image for use can be a somewhat laborious task. If you in doubt about the right to use an image, it is best to avoid it. The best sources for images are those that clearly state they are free to use or are subject to a creative commons licence.

The two common usage categories that can be used are:

- 16.11. **Creative Commons licences:** These images are usually free to use, but require credit. They may also have limitations on how, or in what context, you can use them. For example, an image's licence might state that you can't modify it or use it for commercial purposes.

- 16.12. **Commercial or other licences:** These images have non-Creative Commons licences and can be from either free sites or commercial sites that require payment. You will need to read each licence to ensure compliance with its terms.
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17. Version Control

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