

MEMORANDUM OF UNDERSTANDING CONCERNING THE OLYMPIC SERVICE DELIVERY PLAN

1 PARTIES :

- (1) The Olympic Delivery Authority ("**ODA**") a body corporate created under Section 3 of the London Olympic Games and Paralympic Games Act 2006 (the "**Games Act**") whose principal office is located at 1 Churchill Place, Canary Wharf, London E14 5LN; and
- (2) The Chiltern Railway Company Limited ("**Franchise Operator**") (company no. 3007939) whose registered office is Great Central House, Marylebone Station, Melcombe Place, London NW1 6JJ.

2 BACKGROUND AND PURPOSE OF MEMORANDUM

- 2.1. The ODA wishes to secure the provision of railway passenger services for the London 2012 Olympic Games and Paralympic Games ("the Games").
- 2.2. This Memorandum sets down the agreed understanding and intent in relation to the activities each party will perform in relation to the Olympic Service Delivery Plan ("OSDP") to support the Games.

3 STATUS OF MEMORANDUM

- 3.1 This Memorandum is not intended to and does not create any legal relationship between the parties in relation to the OSDP.

4 SERVICES TO BE PROVIDED

- 4.1 The Franchise Operator intends on its own commercial initiative to provide the services set out in the attached Schedule to assist the ODA in providing the Games.

5 TERM AND TERMINATION

- 5.1. This Memorandum shall commence on the date of the last signature and shall terminate on the completion of the Games or the date that the OSDP has been delivered, which ever is later.

6. GENERAL

- 6.1 The parties acknowledge that the successful implementation of the OSDP is crucial to the overall success of Games and recognise that they have common performance goals to achieve this end.
- 6.2 The parties undertake to observe and abide by its contents and work collaboratively, in good faith and in an open and transparent manner in the delivery of the ODSP to support the Games.
- 6.3 It is mutually understood and agreed that any information provided to the ODA may be subject to the Freedom of Information Act 2000.
- 6.4 Any of the parties, in writing, may terminate this Memorandum in whole, or in part, at any time before the date of expiration.
- 6.5 Any communication given under this Memorandum will be in writing and will be delivered personally or sent by First Class post to the recipient's address set out in this Memorandum or to any other address which the recipient has notified in writing to the other.
- 6.6 Any communication given under this Memorandum shall be delivered to:

ODA: Head of Spectator Transport, Olympic Delivery Authority, One Churchill Place, London E14 5LN.

Franchise Operator: Great Central House, Marylebone Station, Melcombe Place, London NW1 6JJ.

SIGNATURES

This Memorandum signed and dated by the parties:

For and on behalf of

Olympic Delivery Authority

Signed 

Name Hugh Sumner

Position Director of Transport, Olympic Delivery Authority

Date 12 MAY 2011

For and on behalf of

the Franchise Operator

Signed 

Name Gareth Cross

Position Business Development Director

Date 07/0/11