

**OLYMPIC DELIVERY AUTHORITY
CONTRACT FOR THE PROVISION OF GOODS &/OR SERVICES**

THIS AGREEMENT IS MADE:

BETWEEN

- (i) the Olympic Delivery Authority of 23rd Floor 1 Churchill Place, London E14 5LN ("**Client**"; and
- (ii) the Contractor

CONTRACT SPECIFICATION INFORMATION:

- Client Contact/Order Originator:
- Contractor (name, company number and registered address)
- Effective Date
- Expiry Date
- Premises
- Description of the Goods to be supplied
- Description of Services to be provided
- Standards with which the Goods and/or Services must comply:
- Charges
- The Professional Indemnity insurance referred to in clause 20.1 must
be maintained at a value of: £ for each
and every claim/in the aggregate in any 12 month period of insurance*
(*delete as appropriate)
for a period ofyears following completion of the Contract.
- Special Conditions:

DEFINITIONS

In this Contract the following terms shall have the meanings ascribed to them below:

'Ambush Marketing'	means any activity, commercial or non-commercial, undertaken by any person or entity, whether public or private, that creates, implies or refers to a direct or indirect association of any kind (including any association in the minds of members of the public) with any Games Body or the Games (including by reference to the city of London or the year 2012), which has not been authorised by LOCOG or any other Games Body;
'Charges'	means the sum payable by the Client to the Contractor for the provision of the Goods and/or Services as set out in the Contract Specific Information;
'Contract'	means this agreement between the Client and the Contractor as amended, modified and supplemented by the Contract Specific Information (including but not limited to the Special Conditions (if any) set out in the Contract Specific Information);
'Contract Specific Information'	means the contract specific information detailed above;
'Contract Manager'	means the person notified to the Contractor from time to time to be the Client's representative for the purposes of this Contract;
'Effective Date'	has the meaning given to such term in the Contract Specific Information;
'Expiry Date'	has the meaning given to such term in the Contract Specific Information;
'Games'	means the Games of the thirtieth Olympiad and the Paralympic Games that are to take place in 2012 in London;
'Games Body'	means each of the International Olympic Committee, the International Paralympic Committee, the British Olympic Association, the British Paralympic Association, LOCOG or any other organising committee of an Olympic Games;
'Goods'	means any products, materials and items supplied to the Client by the Contractor as detailed in the Contract Specific Information;
'Indemnified Parties'	means the Client, LOCOG, each Games Body and any officers, employees, agents and representatives of the Client and each Games Body;
'LOCOG'	means the London Organising Committee of the Olympic Games and Paralympic Games Limited of One Churchill Place, London E14 5LN (with Company Number 05267819) and its successors and assigns;
'Losses'	means any liabilities, losses and damage (whether direct, indirect or consequential), claims, actions, demands, costs, charges and expenses of any nature whatsoever, including any legal fees or other costs incurred by the Client, LOCOG or any Indemnified Party in enforcing their respective rights under this Contract;
'Premises'	means the location where the Goods are to be delivered or the Services are to be performed as specified in the Contract Specific Information;

'Protected Marks'	means any trade mark, trade names, logos or other intellectual property of any Games Body, including marks and designs relating to the Games, any Olympic or Paralympic teams, the Olympic Symbol (i.e. the five interlocking rings of the International Olympic Committee), the Paralympic Symbol (i.e. the three agitos of the International Paralympic Committee), the words "Olympic", "Olympian", "Olympiad", "Paralympic", "Paralympian", "Paralympiad" (and their plurals) and/or any other word(s), motto, symbol or representation protected by the Olympic Symbol etc. (Protection) Act 1995, the London Olympic Games and Paralympic Games Act 2006 (whether as now in force or as amended in the future) or by any other legislation enacted in relation to the Games.
'Services'	means the services to be provided by the Contractor as specified in the Contract Specific Information and shall, where the context requires, include any and all Goods to be supplied under the Contract;
'Personnel'	means the Contractor's employees, agents, officers, representatives, advisors and/or sub-contractors.
'Conflicts of Interest Policy'	means the Client's policy from time to time as notified to the Contractor or published on the Client's website

1. MANNER OF PROVIDING THE GOODS AND/OR SERVICES

- 1.1 The Contractor shall provide and shall ensure that his Personnel also provide the Goods and/or carry out and complete the Services in accordance with: (a) this Contract; (b) the level of skill, care and diligence specified in clause 14.1(c); (c) best professional or industry practice; (d) any relevant legislative requirements and (e) all applicable law.
- 1.2 The Services shall only be performed and the Goods shall only be delivered to the Premises or as otherwise agreed in advance with the Client. For the avoidance of doubt the Contractor is solely responsible for the unloading of the Goods at the Premises or other agreed location, and any labour and equipment that may be provided by the Client in connection with delivery and/or unloading of the Goods shall be provided without acceptance by the Client of any liability whatsoever and without releasing the Contractor from its obligations or liabilities under this Contract.
- 1.3 The signing by the Client of time sheets or other documents shall not be construed as implying the Contractor's compliance with the Contract.
- 1.4 Any materials or processes used in connection with the provision of the Services and/or Goods shall be in accordance with any relevant standards set out in the Contract Specific Information.
- 1.5 Where possible, the Contractor will conserve energy, water and other resources in performing the Services or providing the Goods. In particular, all written work in connection with the Contract shall (unless otherwise agreed with the Client) be produced on recycled paper containing at least 80% post consumer waste and such paper shall be used on both sides where appropriate.
- 1.6 The Contractor shall take into consideration the objectives of the Client as set out in the Client's policies on (i) Equality and Diversity, (ii) Procurement and (iii) Sustainability, copies of which are available at www.london2012.com, and insofar as it is reasonable and practicable to do so given the nature and scope of the Services and/or the Goods, assist the Client to achieve such objectives.

2. VARIATION OF THIS CONTRACT

- 2.1 This Contract may only be varied in writing and with the written agreement of both parties.
- 2.2 Except as otherwise expressly provided in this Contract, this Contract constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications and/or undertakings concerning the subject matter of this Contract. .
- 2.3 Each request for Goods and/or Services from the Client and to the Contractor shall be deemed to be an offer by the Client to purchase such Goods and/or Services from the Contractor subject to the terms of this Contract and no order shall be accepted until the Contractor either expressly by giving notice of acceptance, or impliedly by the provision of the Goods and/or the Services accepts the offer.
- 2.4 In the event and to the extent only of any conflict or inconsistency between the information contained in the Contract Specific Information and the provisions of clauses 1 to 31 (inclusive) of this Contract the information contained in the Contract Specific Information shall prevail.

3. INSPECTION OF PREMISES AND NATURE OF GOODS AND/OR SERVICES

- 3.1 The Contractor is deemed to have inspected the Premises, understood the nature and scope of the Goods and/or Services and satisfied itself in relation to all matters connected with the Goods and/or Services and the Premises.
- 3.2 The Client shall, at the request of the Contractor, grant reasonable access to the Premises to permit the provision of the Goods and/or Services.
- 3.3 The Contractor shall not in any way be relieved from any of its obligations under this Contract on the ground that information provided to the Contractor is incorrect or insufficient and shall make its own assessment of the accuracy and adequacy of the information provided in relation to the Contract or otherwise.
- 3.4 Time of delivery shall be of the essence of this Contract and a failure to deliver within the period set out in the Contract Specific Information shall entitle the Client to refuse to accept and pay for the Goods without prejudice to any other rights and remedies of the Client

4. CONTRACTOR'S STATUS

- 4.1 In providing the Services and/or Goods the Contractor shall act as an independent contractor, and as principal and not as the agent of the Client. Nothing in this Contract shall create the relationship of employer and employee, principal and agent or a partnership between the parties.
- 4.2 The Contractor shall not (and shall procure that its Personnel shall not) say or do anything that might lead any other person to believe that the Contractor is acting as the agent of the Client.
- 4.3 Nothing in this Contract shall impose any liability on the Client in respect of any liability incurred by the Contractor to any other person but this shall not be taken to exclude or limit any liability of the Client to the Contractor that arises from a breach of the Contract by the Client or its staff or any negligence on the part of the Client or its staff.

5. CONTRACTOR'S PERFORMANCE AND PERSONNEL

- 5.1 The Contractor shall properly manage and monitor the provision of the Goods and/or Services and immediately inform the Contract Manager if any aspect of the Contract is not being or is unable to be performed.
- 5.2 The Contractor shall deploy sufficient Personnel with the appropriate qualifications, competence and experience to provide the Services and/or Goods and shall ensure that such Personnel are properly managed and supervised.

5.3 The Contractor shall:-

- a) give the Client, if so requested, such particulars as the Client may reasonably request of all persons who are or may be at any time involved in connection with the Contract;
- b) comply with all applicable rules and regulations and any safety and security instructions given by the Client, including completion of clearance procedures and the return of security passes; and
- c) allow the Client to carry out any search of personnel, vehicles, and/or equipment used by the Contractor to discharge its obligations under this Contract.
- 5.4 Wherever reasonably requested to do so by the Client, the Contractor shall co-ordinate his activities with those of the Client and any other contractors engaged by the Client.

6. CONTRACTOR'S PERSONNEL

- 6.1 The Contractor shall take all reasonable steps to prevent unauthorised persons entering the Premises. If the Client gives the Contractor notice that any person, vehicle or equipment shall not be admitted to or shall be removed from the Premises or may not become involved in or shall be prevented from performing any obligations under this Contract, the Contractor shall immediately comply with such notice.
- 6.2 If required by the Client the Contractor shall replace any person prohibited from performing any obligations under this Contract with another suitably qualified, competent and experienced person and shall procure that any pass issued to the person removed is surrendered to the Client.
- 6.2 If and when instructed by the Client the Contractor shall give to the Client a list of names and addresses of all Personnel who are or may be at any time involved with the provision of the Goods and/or Services, specifying the capacities in which they are so concerned, and giving such other particulars and evidence of identity as the Client may reasonably require.
- 6.3 The decision of the Client as to whether any person is to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract and as to whether the Contractor has furnished the information or taken the steps required of it by this Clause 6 shall be final and conclusive.
- 6.4 The Contractor shall bear the cost of any notice, instruction or decision of the Client taken pursuant to this Clause 6.
- 6.5 The Contractor shall only make available information for the purpose of this Contract to the persons listed in the Contract Specific Information. The Contractor shall not, without the prior written approval of the Client, replace or remove any such persons.
- 6.6 The Contractor and any personnel deployed for the provision of the Services and/or Goods shall not be prevented from working reasonable overtime hours provided that this is at no additional cost to the Client

7. SUPPLY OF GOODS

- 7.1 The Goods shall conform in all respects with any particulars specified in this Contract.
- 7.2 The Goods shall conform in all respects with the requirements of all applicable legislation.
- 7.3 The Goods shall be (i) fit and sufficient for the purposes (including those purposes for which the Goods would ordinarily be supplied) notified by the Client to the Contractor and (ii) to the reasonable satisfaction of the Client. The Client relies on the competency, skill and professional judgement of the Contractor in the provision of the Goods and the execution of this Contract.

8 NOT USED

9. TITLE AND RISK

- 9.1 Title and risk in the Goods shall, without prejudice to any of the rights or remedies of the Client, pass to the Client at the time of acceptance of the Goods once the Goods have been unloaded by the Contractor, provided that the unloaded Goods meet the requirements of this Contract.
- 9.2 Where the Goods are collected by or on behalf of the Client from the Contractor's premises, property and risk in the Goods shall, without prejudice to any of the rights or remedies of the Client, pass to the Client at the time of dispatch from the Contractor's premises.
- 9.3 Notwithstanding clauses 9.1, 9.2 and 15.2, where the Client pays for the Goods in advance of acceptance or collection by or on behalf of the Client, title in the Goods shall pass to the Client upon payment. For the avoidance of doubt risk in the Goods shall remain with the Contractor until such time as the Goods are accepted in accordance with clause 9.1 or collected in accordance with clause 9.2.
- 9.4 The Contractor shall, prior to the transfer of risk in the Goods to the Client in accordance with clauses 9.1, 9.2 or 9.3, ensure that the Goods are adequately insured with a reputable insurer and that where title in the Goods has passed to the Client in accordance with clause 9.3 the Client's interest in the Goods is noted on all appropriate insurance policies.

10. DAMAGE OR LOSS IN TRANSIT

- 10.1 Where the Goods are delivered to the Client's Premises by the Contractor, the Contractor shall, on dispatch of any part or the whole of the Goods, send to the Client at the address set out above written notification specifying the means of transport, the place and date of dispatch, the number of packages (if multiple) and their weight and volume. If the Goods are either damaged in transit or unloading or are not delivered to the Client, the Contractor shall, without cost to the Client, and as quickly as possible, repair or replace the Goods, as the Client shall determine at the Client's sole discretion.
- 10.2 Where Goods are damaged in transit, the Client shall give the Contractor notice of such damage within thirty (30) days of delivery.
- 10.3 Where the Client has received written notification pursuant to Clause 10.1 but the Goods have not been delivered, the Client shall give the Contractor notice of the non-delivery, within ten (10) days of the notified date of delivery.

11. INSPECTION, REJECTION AND GUARANTEE

- 11.1 The Contractor shall permit the Client's Contract Manager or any other authorised representative to reasonably inspect and/or test the Goods and/or Services upon receipt and shall afford all reasonable facilities and assistance free of charge to facilitate such inspection and/or testing.
- 11.2 The Contractor shall provide to the Client free of charge, any samples of the Goods that the Client may reasonably require.
- 11.3 No failure to make a complaint at the time of inspection or the carrying out of tests and no approval given during or after such tests or inspections shall constitute a waiver by the Client of any rights or remedies in respect of the Goods and/or Services.
- 11.4 The Client may, by written notice to the Contractor, reject any part of or the whole of the Goods which fail to meet the requirements specified in this Contract. Such notice shall be given within a reasonable period after delivery of the Goods. In such circumstances, the Client shall be entitled (without prejudice to its other rights and remedies), to require one of the following:

- a) that the Goods be repaired so that they comply with the terms of this Contract;
- b) that the Goods be replaced free of charge with Goods which comply in all respects with the requirements of this Contract; or
- c) a refund of the full value of the Goods. .

11.5 Any Goods rejected or returned by the Client shall be returned to the Contractor at the Contractor's risk and expense.

11.6 The guarantee period applicable to the Goods shall be either twelve (12) months from the date of receipt by the Client or the manufacturer's guarantee period, whichever is the longer. If the Client during the guarantee period or within thirty (30) days thereafter gives written notice to the Contractor of any defect in any of the Goods as may have arisen during such guarantee period following normal use by the Client the Contractor shall (without prejudice to any other rights and remedies which the Client may have) as quickly as practicable remedy such defect (whether by repair or replacement as the Client shall elect) without cost to the Client.

12. LABELLING AND PACKAGING

- 12.1 The Goods shall be packaged and marked in a proper manner, in accordance with the Client's instructions and any statutory requirements. The nature of the contents shall be clearly marked on each container, and all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warning.
- 12.2 Unless otherwise agreed, the Contractor shall be responsible for the removal and disposal of all packaging materials at no cost to the Client.
- 12.3 Maximum use shall be made of recycled materials in the manufacture of crates, pallets, boxes, cartons, cushioning and forms of packaging, where these fulfil other packaging specifications. Packaging shall be capable of recovery for re-use or recycling. Packaging specifications should be reviewed periodically to ensure that there are no unnecessary limitations on the use of recycled materials.
- 12.4 Notwithstanding clause 15.2, where the Goods are paid for by the Client in advance of delivery and are stored away from the Premises the Contractor shall store the Goods (at no cost to the Client) separately from all other goods of the Contractor or any third party and clearly label them such that they are identifiable as the Client's property.

13. PATENTS AND OTHER INTELLECTUAL PROPERTY RIGHTS

- 13.1 Except to the extent that the Goods are made up in accordance with designs furnished by the Client, the provision of the Services or the supply, use or possession of the Goods pursuant to this Contract shall not infringe any intellectual property rights or moral rights, including but not limited to, any patent, trade mark, registered design, copyright or other right of any third party.
- 13.2 All rights (including ownership and copyright) in any specifications, instructions, plans, drawings, patterns, models, designs or other material furnished to or made available to the Contractor his servants, agents and subcontractors, by the Client pursuant to this Contract shall remain vested solely in the Client and the Contractor shall not (except to the extent necessary for the implementation of this Contract) without the prior written consent of the Client use or disclose any such specifications, plans, drawings, patterns, models or designs or any information (whether or not relevant to this Contract) which the Contractor may obtain pursuant to this Contract.

13.3 The Contractor acknowledges that the Goods and Services may be used, in an identical, modified or altered version by the Client and/or its licensees and assigns (including but not limited to LOCOG or any other Games Body) in any manner whatsoever.

14. WARRANTIES

14.1 The Contractor warrants and represents to the Client that the Contractor and its Personnel:

- a) are properly trained, qualified, skilled and competent to provide the Goods and/or Services; and
- b) shall provide the Goods and/or Services in a professional and workmanlike manner using the standard of skill, care and diligence to be expected from a competent contractor using best industry practice and experienced in providing services of a similar size, scope and complexity and within a similar timescale as the Services.

14.2 The Client is relying on the Contractor's skill, expertise and experience in providing the Services and/or Goods.

14.3 The Contractor shall ensure that the Goods and/or the Services are of satisfactory quality, fit for purposes referred to in Clause 7.3, and free from defects.

15. PAYMENT

15.1 Subject always to prior compliance by the Contractor with the requirements of clause 15.3 payment of the Charges will be made by the Client within 30 days of receipt of a valid invoice.

15.2 An invoice may be submitted by the Contractor to the Client after successful completion of the Services or once the Goods have been accepted by the Client.

15.3 Value Added Tax ("VAT"), where applicable, shall be shown separately on all invoices as an additional charge. Contractors who are registered for VAT shall issue proper tax invoices to the Client in accordance with all applicable legislation before the Client is required to make payment.

15.4 The Charges specified in the Contract Specific Information shall be deemed to be inclusive of all expenses and disbursements unless otherwise agreed in writing between the parties.

15.5 The Client specifically reserves the right to withhold or deduct by way of set-off or otherwise any amounts due or to become due to the Client from the Contractor, arising under this Contract or any other agreement between the Client and the Contractor.

15.6 The Client is not liable for any Charges relating to changes to the Services or Goods other than those issued or confirmed in accordance with Clause 2.1.

15.7 No payment of or on account of the Charges shall constitute any admission by the Client as to proper performance by the Contractor of its obligations under this Contract.

15.8 The Contractor shall be exclusively responsible for the discharge of any income tax, national insurance or other benefit paid to its personnel in arising out of the discharge of its obligations under this Contract.

15.9 In the event that the Client makes a late payment under the terms of the Contract, it will pay interest to the Contractor (calculated from the final date for payment in clause 15.1) at a rate equivalent to 1% above the Bank of England base lending rate accruing at a daily rate (based on a 365-day year) for the period until payment is made to the Contractor. The parties agree that this constitutes a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

16. FREE ISSUE MATERIALS

16.1 Where the Client for the purpose of this Contract issues materials free of charge to the Contractor such materials shall be and shall remain the property of the Client. The Contractor shall maintain all such materials in good order and good condition and shall use such materials solely in

connection with this Contract and shall ensure that from receipt until use (at no cost to the Client) such materials are stored separately from all other goods of the Contractor or any third party and are clearly labelled such that they are identifiable as the Client's property. The Contractor shall notify the Client of any surplus materials remaining after provision of the Goods and/or Services and shall dispose of them as the Client may direct. Waste of such materials arising from defective workmanship or negligence of the Contractor or its Personnel shall be made good at the Contractor's expense. Without prejudice to any other rights or remedies of the Client, the Contractor shall deliver up such materials whether processed or not to the Client on demand.

17. AUDIT

17.1 The Contractor shall maintain and shall upon the request of the Client produce all financial records relating to the Contractor's provision of the Services and/or Goods on an 'open-book' accounting basis.

17.2 The Contractor shall grant to any representative of the Client and its auditors, or its statutory auditors, rights of reasonable access to (i) the records referred to in clause 17.1 and (ii) the appropriate part of the Contractor's premises used in connection with the performance of the Contractor's obligations under this Contract.

17.3 The Contractor shall provide and where appropriate shall procure the provision of all reasonable assistance to the Client for the purposes of facilitating an audit in connection with any aspect of this Contract.

18. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

18.1 The Contractor shall indemnify the Indemnified Parties against any Losses incurred or suffered by the Indemnified Parties arising out of any dispute or contractual, tortious or other claims or proceedings brought against the Indemnified Parties by a third party alleging that the provision of the Services or the supply, use or possession of the Goods pursuant to the Contract infringes its intellectual property rights or moral rights, except to the extent that any such Losses are caused by any breach by the Client of its obligations under this Contract.

18.2 The Contractor shall immediately notify the Client if any claim or demand is made or action brought against the Contractor for infringement or alleged infringement of any intellectual property rights which may affect the provision Services or the supply, use or possession of the Goods under this Contract.

18.3 The Client may, at its own expense, assist in any relevant defence if it so chooses provided that the Contractor shall control such defence and all negotiations regarding the settlement of any such claim.

18.4 No limitation of liability shall apply to this clause.

19. LIABILITY

19.1 Subject to clauses 18.4 and 19.3 the Contractor's maximum aggregate liability in connection with this Contract to the Indemnified Parties for losses for any single event or series of related events shall not exceed an amount equal to five times the Charges set out in the Contract Specific Information.

19.2 The Client's maximum aggregate liability to the Contractor for all claims in connection with this Contract shall not exceed the Charges set out in the Contract Specific Information.

19.3 Notwithstanding clause 19.1, the Contractor shall be liable for all damage to or loss of property (including loss by theft) and injury to or death of any third party, including the Contractor's Personnel, arising out of or in consequence of the performance of its obligations under this Contract or any acts or omissions of the Contractor's Personnel and shall indemnify and keep indemnified the Indemnified Parties against all Losses in respect of any such damage, loss, injury or death, except to the extent that the same is caused by the negligence or wilful act or omission of the Client or

any of its respective officers, employees, agents, representatives or invitees (not being the Contractor or any person employed or engaged by the Contractor).

- 19.4 Any limitation of liability set out in this Contract shall not apply so as to restrict either party's liability for death or personal injury resulting from that party's negligence.

20. INSURANCE

- 20.1 The Contractor shall at its own cost maintain in force with reputable insurers for the duration of this Contract adequate indemnity cover (the "Insurance Policies") as may be reasonably expected to be maintained by a properly qualified professional contractor who is experienced in providing services or goods similar to the Services or Goods in relation to projects of a similar size, scope, nature, complexity and value. With regards professional indemnity insurance cover which the Contractor is required to maintain under this clause 20.1, or otherwise, the Contractor shall maintain such insurance cover: (a) from the date of this Contract up until the end of the period specified in the Contract Specific Information or where no period is specified for a minimum of 6 years following completion of the Contract and any shorter statutory limitation period shall not apply and (b) at a value specified in the Contract Specific Information or where no value is specified at a value sufficient to cover the Contractor's potential liabilities under this Contract and in any event for no less than £2 million.

- 20.2 Each Insurance Policy shall comply with good industry practice and all applicable law.

- 20.3 The Contractor shall:

- provide (on request) evidence reasonably satisfactory to the Client that each of the Insurance Policies is in full force and effect (including a copy of all policy documentation) and that all relevant premiums have been paid;
- comply with all terms and conditions of the Insurance Policies at all times and shall not do anything which would or might invalidate or prejudice any of the Insurance Policies or any part thereof or any claim arising under the Insurance Policies; and
- use all insurance monies to indemnify the Client or make good the loss or damage for which the money has been received and shall make good any deficiency from the Contractor's own resources.

- 20.4 If, at any time, the Contractor fails to produce evidence of insurance cover as required, the Client may, on the Contractor's behalf, effect and maintain such insurances (on such terms as it determines appropriate) and pay such premiums as may be necessary for that purpose. If this happens, the Client may deduct the amount of any such premiums paid from any sums due or may become due to the Contractor under this Contract or may, at its option, recover the same as a debt due to the Client from the Contractor.

21. DATA PROTECTION AND FREEDOM OF INFORMATION

- 21.1 In the event that the Contractor is a data processor in respect of Personal Data for the purposes of the DP Legislation the following provisions shall apply:

- 21.1.1 The parties agree that the Contractor is a data processor in respect of the Personal Data for the purpose of the DP Legislation and that the Contractor will only use the Personal Data in the provision of the Services and/or Goods in accordance with the instructions of the Client.

- 21.1.2 The Contractor warrants that it has in place and undertakes to maintain at all times appropriate technical and organisational measures to prevent unauthorised or unlawful Processing of Personal Data or accidental loss or destruction of or damage to, Personal Data.

- 21.1.3 The Contractor shall not process any Personal Data other than as reasonably required in accordance with the terms of this Contract and shall not transfer any Personal Data to any country outside the European Economic Area without the prior written consent of the Client.

- 21.2 The Contractor understands and acknowledges that the Client is subject to the requirements of the (i) Freedom of Information Act 2000 and (ii) Environmental Information Regulations 2005 together with all subordinate legislation or guidance issued pursuant to such legislation and agrees to assist and co-operate with the Client to enable the Client to comply with its information disclosure obligations.

- 21.3 The Contractor shall and shall procure that any Sub-Contractor shall provide all necessary assistance as reasonably requested by the Client to enable the Client to respond to a request for information within the prescribed time for compliance.

- 21.4 The Client shall be responsible for determining in its absolute discretion whether any information specified in a request for information is exempt from disclosure and for determining, at its absolute discretion, the information to be disclosed in response to a request for information.

- 21.5 The Contractor understands and acknowledges that the Client may be obliged to disclose information without consulting or obtaining consent from the Contractor, or without taking the Contractor's views into account.

- 21.6 The Contractor shall not respond directly to a request for information unless expressly authorised to do so by the Client.

22. CONFLICTS OF INTEREST AND OTHER POLICIES

- 22.1 The Contractor shall comply with the procedures set out in the Conflicts of Interest Policy in so far as they apply to the Contractor and shall assist and co-operate in the implementation of the Conflicts of Interest Policy.

- 22.2 The Contractor shall promptly comply with any decision of the Client made reasonably and in accordance the Conflicts of Interest Policy in so far as it applies to the Contractor.

- 22.3 The Contractor shall comply with the procedures and policies adopted by the Client from time to time, to the extent relevant to the Services or the Goods and to the extent notified to the Contractor or published on the Client's website.

23. CONFIDENTIALITY

- 23.1 The Contractor agrees to enter into a Confidentiality Agreement in the form set out in Appendix 1 and shall procure that if required each of the Contractor Personnel enter into a Confidentiality Agreement in the form set out in Appendix 2.

24. TERM

- 24.1 This Contract commences on the Effective Date and shall continue until the Expiry Date unless terminated earlier in accordance with its terms or unless extended by the Client having given reasonable written notice to the Contractor in accordance with clause 29

25. TERMINATION WITHOUT CAUSE

- 25.1 The Client may terminate this Contract as a whole or in part, at any time by giving 14 days' written notice to the Contractor

26. TERMINATION FOR CAUSE

- 26.1 The Client may terminate this Contract by immediate effect by giving written notice to the Contractor on, or at any time after, the occurrence of an event specified below.

26.2 The events are:

- a) the Contractor committing an irremediable material breach of this Contract; or
- b) the Contractor committing a remediable material breach of this Contract and failing to remedy the breach within 30 days starting on the day after receipt of written notice from the Client giving reasonable details of the breach and requiring the Contractor to remedy the breach and stating that a failure to remedy the breach may give rise to termination under clause 26.1; or
- c) the Contractor committing repeated breaches (not being individually material) of this Contract the cumulative effect of which constitutes a material breach and/or being sufficient to justify the inference that the Contractor would continue to deliver a sub-standard service in relation to a material provision of this Contract; or
- d) the Contractor passing a resolution for its winding-up, of a court of competition jurisdiction making an order for the Contractor's winding-up or the presentation of a petition for the Contractor's winding-up which is not dismissed within seven days (other than, in each case, for the purposes of solvent amalgamation or reconstruction and in such manner that the entity resulting from the amalgamation or reconstruction effectively agrees to be bound by or assume the Contractor's obligations under this Contract); or
- e) the making of an administration order in relation to the Contractor or the appointment of a receiver over, or an encumbrancer taking possession of or selling significant assets of the Contractor
- f) the Contractor making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally.

27 CONSEQUENCES OF TERMINATION

27.1 Expiry or termination of this Contract for whatever reason shall not affect the coming into force or the continuance in force of any provision of this Contract which expressly or by implication is intended to come into or continue in force by or after expiry or termination including, without limitation, clauses 18, 23 and 31.

27.2 Following service of any notice terminating this Contract in accordance with its terms, the Contractor shall continue to comply with its obligations under this Contract and it shall not in any way hinder or interrupt the provision of the Services or Goods during any period between the date of service of such termination notice and the date of actual termination.

27.3 On termination of this Contract:

- a) the Contractor shall, be entitled to render an invoice in respect of any Goods or Services provided since the date of the last invoice issued by the Contractor in accordance with this Contract and the Client will make payment in settlement of such invoice in accordance with this Contract;
- b) the Contractor shall continue for a reasonable period after termination to answer any queries raised by the Client or the Contract Manager and supply any information required by the Client in connection with the Services or Goods;
- c) the Contractor shall ensure that all rights in respect of Goods delivered or Services rendered before termination shall be and remain vested absolutely in the Client; and
- d) the Contractor shall, and shall procure that the relevant Contractor personnel shall, deliver up to the Client all documents (including correspondence, lists of clients or customers, plans, drawings, accounts and other documents of whatsoever nature and all copies, whether on paper, computer memory or otherwise) made or compiled or acquired by the Contractor during the duration of the Contract and concerning the business, finances or affairs of

the Client and any other property of the Client, whether or not the same has been completed as part of the deliverables under this Contract.

27.4 Termination shall be without prejudice to any rights or remedies either party may have against the other in respect of any prior breach of this Contract, provided that in no event shall the Client be liable for any claim for loss of profits, loss of bargain and/or loss of opportunity in respect of any unexpired duration of this Contract.

28. ASSIGNMENT AND SUB-CONTRACTING

28.1 The Contractor shall not assign, charge, novate, declare a trust of or otherwise dispose of this Contract or any part of it without the prior written approval of the Client.

28.2 Except as agreed between the parties, the Contractor shall not sub-contract its obligations under this Contract without the prior written approval of the Client.

28.3 The Contractor shall provide to the Client all details reasonably requested in respect of any and all approved sub-contractors.

28.4 The Contractor shall be liable for the acts and omissions of any sub-contractor and the Contractor shall remain solely liable to the Client for the performance of the Contractor's obligations under this Contract.

28.5 Nothing in this Contract shall operate to restrict the Client from assigning, charging, novating, declaring a trust of or otherwise disposing of this agreement or any part of it or its rights under it to any other Games Body.

29. NOTICES

29.1 Any communication given under or in connection with this Contract shall be in writing and shall be delivered personally or sent by pre-paid first class post (air mail if posted to or from a place outside the United Kingdom) to the address of each party stated at the beginning of this Contract and any such notice shall be deemed to have been duly given upon delivery, if delivered by hand, or on the second business day following the day of posting in the UK if sent by registered or recorded delivery or first class post on the fifth business day following the day of posting to or from a place outside the UK.

30. THIRD PARTY RIGHTS

30.1 Any Indemnified Party may enforce the terms of clause 18.1 in accordance with the Contracts (Rights of Third Parties) Act 1999 (the "Act").

30.2 Games Body may enforce the terms of clause 31 in accordance with the Act.

30.3 The parties to this Contract do not require the consent of any third party to rescind or terminate this Contract or to vary it in any way. Except as expressly provided in this clause 30, no term of this Contract is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Contract whether under the Act or otherwise.

31. NO MARKETING RIGHTS

31.1 The Contractor acknowledges and agrees that, although the Contractor is providing the Goods and/or Services in connection with the Games, it shall not:

- (a) use any trade marks, trade names, logos or other intellectual property of LOCOG, or of any other Games Body (including the Protected Marks or to use any trade marks, trade names or logos so resembling the Protected Marks as to be likely to cause confusion with the Protected Marks;

- (b) represent, directly or indirectly, that the Contractor, its products or services are in any way associated with the Games, or any Games Body, or that any Goods or Services provided has been endorsed or approved by them, including by publishing or issuing any statement (factual or otherwise) about the Games or the Contractor's provision of Goods or Services to a Games Body;
- (c) undertake any form of Ambush Marketing;
- (d) cause to be done, or permit anyone reasonably within the Contractor's control to do, anything which might damage or endanger the validity or distinctiveness of, or the goodwill in, the Protected Marks or other intellectual property rights of any Games Body; or
- (e) do anything which would have an adverse effect on or embarrass any Games Body, or any official supporter or sponsor of the Games

and the Contractor agrees:

- (f) to provide any Goods supplied under this Contract which will be visible in venues at which the Games are taking place free of all branding unless otherwise agreed by LOCOG; and
 - (g) to take reasonable steps to ensure that any of its sub-contractors or agents providing goods or services specifically in relation to the Goods or Services shall also abide by the provisions of this clause.
- 31.2 LOCOG (and after its dissolution, an appropriate Games Body) shall have the right to enforce the terms of this Contract and the Contractor acknowledges the provisions therein are of such importance to the LOCOG that damages may not be an adequate remedy for breach by the Contractor and that injunctive relief may be a more appropriate remedy.
- 31.3 This clause shall continue to apply after termination of this Contract without limit of time.

32. SEVERABILITY

- 32.1 If any provision of this Contract is or becomes for any reason whatsoever invalid, illegal or unenforceable, it shall be divisible from this Contract and shall be deemed to be deleted from it and the validity of the remaining provisions shall not be affected in any way.

33. WAIVER

- 33.1 No breach of any provision of this Contract shall be waived or discharged except with the express written consent of the parties.
- 33.2 No failure or delay by a party to exercise any of its rights under this Contract shall operate as a waiver thereof and no single or partial exercise of any such right shall prevent any other or further exercise of that or any other right.

34. INADEQUACY OF DAMAGES

- 34.1 Without limiting any right generally to seek appropriate or desirable legal or equitable remedies, the parties agree and acknowledge that damages alone would not be an adequate remedy for breach of clauses 23, 27, 28.1 and 31 and that the Client shall (subject to the discretion of the court) be entitled, without proof of special damages, to the remedies of injunction, specific performance or any other equitable remedy for any threatened or actual breach of any such clause.

35. LAW AND JURISDICTION

- 35.1 This Contract and any dispute or claim whatsoever relating to it or its formation shall be governed by and construed in accordance with English law and the parties irrevocably agree that the courts of England shall have exclusive jurisdiction

The Contractor hereby evidences its agreement to comply with its duties and obligations as set out above in accordance with the terms of this Contract by signing this Contract below in the presence of a witness.

Signature of Authorised Signatory.....

Print Name.....

Position:.....

Signature of Witness.....

Address of Witness.....

Occupation of Witness.....

Appendix 1

Confidentiality Agreement (Corporate)

To each of the London Organising Committee of the Olympic Games and Paralympic Games Limited ("**LOCOG**") and the Olympic Delivery Authority (the "**ODA**") together and severally (as appropriate) referred to as "**London 2012**".

CONTRACTOR DETAILS	
Full name of organisation (<i>please print</i>) (" Contractor ")	
Identification number(eg company, LLP, charity, IPS number etc <i>if relevant</i>):	
Registered address:	
DETAILS OF PROJECT & DESCRIPTION OF GOODS/WORKS/SERVICES	
Project:	
Contract Reference:	
Services/Works/Goods:	

Please read the following undertaking carefully and then execute this agreement as a deed on the erverse:

In this agreement:

"**Confidential Information**" means any information relating in any way to the Games (including without limitation relating to the involvement in the Games of London 2012's sponsors, stakeholders, agents, employees, contractors, consultants, suppliers, the International Olympic Committee the British Olympic Association, the British Paralympic Association, or any other official Olympic or Paralympic body) ("**Partners**") in whatever form (including, without limitation, in written, oral, visual or electronic form or on tape or disk) supplied to the Contractor by or on behalf of London 2012 in connection with the Project or received or created by the Contractor as a result of its involvement with the Games that would be regarded as confidential by a reasonable business person (whether or not, such information is identified or treated by London 2012 as confidential); and

"**Games**" means the games of the thirtieth Olympiad and the Paralympic Games that are to take place in 2012 in London.

By executing this agreement as a deed and in consideration of London 2012 providing Confidential Information to the Contractor, the sufficiency of which the Contractor acknowledges, the Contractor hereby agrees and undertakes to each of LOCOG and the ODA that:

- 1 In the course of its work with London 2012, the Contractor will come into the possession of Confidential Information and the Contractor agrees to enter into this agreement in addition to and separate from any other obligation that it may have to London 2012, the ODA or LOCOG:.
- 2 While the Contractor is performing duties for London 2012 and for as long as the Confidential Information remains confidential to London 2012 or to any third party to whom London 2012 owes a duty of confidentiality:
 - (a) the Contractor will not directly or indirectly (whether through any person, firm, company or other entity) for any purpose other than for its work with London 2012: (i) except as expressly permitted, disclose any Confidential Information to any third party; or (ii) make any statement to, or communicate with, the media in respect of Confidential Information or in any way publish the same; or (iii) misuse any Confidential Information;
 - (b) the Contractor will keep all Confidential Information secure and in particular ensure that no Confidential Information that constitutes personal data (as defined in the Data Protection Act 1998) (the "**Act**") is transferred to any country outside the European Economic Area in breach of the Act; and
 - (c) the Contractor will limit access to Confidential Information to those of its employees, advisers, subcontractors and any counterparties who necessarily require the same for the purposes of the Project and inform each person to whom Confidential Information is disclosed of the restrictions contained in this agreement as to use and disclosure of such Confidential Information.
- 3 The Contractor shall not be restrained from using or disclosing any Confidential Information which it is authorised to use or disclose by LOCOG's General Counsel or the ODA's Chief Executive; or which it is required to disclose by law provided that the disclosure is made in good faith and in an appropriate way to an appropriate person having regard to the provisions of the relevant legislation.
- 4 The Contractor will destroy or return to London 2012 on demand any document containing Confidential Information and any copy which has been made, and expunge all such Confidential Information from any computer system, disk or other device containing it owned by the Contractor or under the Contractor's control.

- 5 In the event that London 2012 investigates any breach of this agreement, the Contractor accepts that London 2012 has the right to suspend the provision by the Contractor of its works, goods and/or services indefinitely, including without making any payment otherwise due to the Contractor or other compensation.
- 6 The Contractor shall comply with any instructions issued by London 2012, in London 2012's absolute discretion, in relation to the storage, viewing, copying and/or destruction of Confidential Information.
- 7 The Contractor shall by this agreement have no right to use any trade marks, trade names, logos or other intellectual property rights of London 2012 (including the names "London 2012", "LOCOG" and "ODA") and shall not represent that any product, works or services provided has been endorsed or approved by London 2012 or any of the Partners, or that the Contractor, its products, works and/or services are in any way associated with those organisations or the Olympic Games and/or Paralympic Games, including by publishing or issuing any statement (factual or otherwise) about the Contractor's provision of products, works and/or services to London 2012 otherwise than in accordance with the branding guidelines set out from time to time on the london2012.com website or (if applicable) in accordance with any agreement on confidentiality and publicity that the Contractor may have with LOCOG or the ODA.
- 8 Confidential Information supplied by London 2012 does not purport to be comprehensive and no representation or warranty is made by any person as to the accuracy, reliability or completeness of any of such Confidential Information. Accordingly, the Contractor agrees that neither LOCOG nor the ODA shall have any liability to the Contractor resulting from the Contractor's reliance on Confidential Information, and that neither LOCOG nor the ODA shall owe any duty of care to the Contractor in respect of the Confidential Information.
- 9 Any breach of this agreement could cause injury to London 2012 for which monetary damages may not be an adequate remedy. In the event of a breach or threatened or possible breach by the Contractor, the Contractor accepts that London 2012 shall be entitled to injunctive relief in any court of competent jurisdiction. Nothing contained in this agreement shall be interpreted as prohibiting London 2012 from pursuing any other remedies available to London 2012 for such a breach.
- 10 Rights under this agreement expressed to be favour of London 2012 apply to LOCOG and the ODA collectively and to each of them individually.
- 11 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this agreement under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification as is necessary to give effect to the intention of the parties.
- 12 This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

To confirm the Contractor's agreement to the terms set out above, please ensure execution of this agreement by representatives of the Contractor authorised to enter into legally binding agreements on behalf of the Contractor and return this agreement to London 2012.

Executed and delivered as a deed on	by the Contractor acting through
Director: Signature PrintName.... .	
Director/Company Secretary: Signature Print Name	

Appendix 2

Confidentiality Agreement (Personnel)

To each of the London Organising Committee of the Olympic Games and Paralympic Games Li ("LOCOG") and the Olympic Delivery Authority (the "ODA") together and severally (as appropriate) referred to as "London 2012".

YOUR DETAILS	
Full name (<i>please print</i>):	
Company (<i>if relevant</i>):	
Address:	

DETAILS OF SERVICES	
Project:	
Services:	

Please read the following undertaking carefully and then sign on the back page of this form:

In this agreement:

"**Confidential Information**" means any information relating in any way to the Games (including without limitation relating to the involvement in the Games of London 2012's sponsors, stakeholders, agents, employees, contractors, consultants, suppliers, the International Olympic Committee the British Olympic Association, the British Paralympic Association, or any other official Olympic or Paralympic body) ("**Partners**") in whatever form (including, without limitation, in written, oral, visual or electronic form or on tape or disk) supplied to you by London 2012 or received or created by you as a result of your involvement in the Games that would be regarded as confidential by a reasonable business person (whether or not, such information is identified or treated by London 2012 as confidential); and

"**Games**" means the games of the thirtieth Olympiad and the Paralympic Games that are to take place in 2012 in London.

By signing this form and in consideration of London 2012 providing Confidential Information to you, you hereby agree and undertake to each of LOCOG and the ODA that:

- 1 In the course of your work with London 2012, you will come into possession of Confidential Information and you agree to enter into this agreement in addition to and separate from any other obligations that you or (if applicable) your employer may have to London 2012.
- 2 While you are performing duties for London 2012 and for as long as the Confidential Information remains confidential to London 2012 or to any third party to whom London 2012 owes a duty of confidentiality:
 - (d) you will not directly or indirectly (whether through any person, firm, company or other entity) for any purpose other than for your work with London 2012: (i) except as expressly permitted, disclose any Confidential Information to any third party; or (ii) make any statement to, or communicate with, the media in respect of Confidential Information or in any way publish the same; or (iii) misuse any Confidential Information;
 - (e) you will keep all Confidential Information secure and in particular ensure that no Confidential Information that constitutes personal data (as defined in the Data Protection Act 1998) (the "**Act**") is transferred to any country outside the European Economic Area in breach of the Act; and
 - (f) you will limit access to Confidential Information to those of your employees, colleagues, advisers and any counterparties who necessarily require the same for the purpose of the Project and inform each person to whom Confidential Information is disclosed of the restrictions contained in this agreement as to use and disclosure of such Confidential Information.
- 3 You shall not be restrained from using or disclosing any Confidential Information which you are authorised to use or disclose by LOCOG's General Counsel or the ODA's Chief Executive; or which you are required to disclose by law provided that the disclosure is made in good faith and in an appropriate way to an appropriate person having regard to the provisions of the relevant legislation.
- 4 You will destroy or return to London 2012 on demand any document containing Confidential Information and any copy which has been made, and expunge all such Confidential Information from any computer system, disk or other device containing it owned by you or under your control.
- 5 In the event that London 2012 investigates any breach of this agreement, you accept that London 2012 has the right to suspend the provision by you of your services indefinitely, including without making any payment otherwise due to you or other compensation.
- 6 You shall comply with any instructions issued by London 2012 in London 2012's absolute discretion in relation to the storage, viewing, copying and/or destruction of Confidential Information.

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ODA/Legal/MM

This contract should only be used for goods/services/supplies with a contract value of £100k or less and should NOT be used for construction, HR or IT software licence agreements.

- 7 You shall by this agreement have no right to use any trade marks, trade names, logos or other intellectual property rights of London 2012 (including the names "London 2012", "LOCOG" and "ODA") and shall not represent that any product or service provided has been endorsed or approved by London 2012 or any of the Partners, or that you, your products or services are in any way associated with those organisations or the Olympic Games and/or Paralympic Games, including by publishing or issuing any statement (factual or otherwise) about your provision of products or services to London 2012 otherwise than in accordance with the branding guidelines set out from time to time on the london2012.com website or (if applicable) in accordance with any agreement on confidentiality and publicity that your employer may have with LOCOG or the ODA.
- 8 Confidential Information supplied by London 2012 does not purport to be comprehensive and that no representation or warranty is made by any person as to the accuracy, reliability or completeness of any of such Confidential Information. Accordingly, you agree that neither LOCOG nor the ODA shall have any liability to you resulting from your reliance on Confidential Information, and that neither LOCOG nor the ODA shall owe any duty of care to you in respect of the Confidential Information.
- 9 Any breach of this agreement could cause injury to London 2012 for which monetary damages may not be an adequate remedy. In the event of a breach or threatened or possible breach by you, you accept that London 2012 shall be entitled to injunctive relief in any court of competent jurisdiction. Nothing contained in this agreement shall be interpreted as prohibiting London 2012 from pursuing any other remedies available to London 2012 for such a breach.
- 10 Rights under this Agreement expressed to be favour of London 2012 apply to LOCOG and the ODA collectively and to each of them individually.
- 11 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this agreement under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions.

If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification as is necessary to give effect to the intention of the parties.

- 12 This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

In order to confirm your agreement to the terms set out above, please sign, date and deliver the form where indicated below **in the presence of a witness** and ask the witness to complete the form where indicated. Please then return it to London 2012.

Executed as a deed (by you):	Dated:
in the presence of:		
Signed (witness):	
Witness' name (please print):	
Witness' address:	
Witness' occupation:	