

Transport for London



Sponsorship Agreement for the Oyster Card Readers on the London Underground Network

Transport Trading Limited

and

Google Ireland Limited

CONTENTS

CONTENTS

CLAUSE

1. DEFINITIONS AND INTERPRETATION
 2. SPONSORSHIP PERIOD
 3. REPRESENTATIVES AND CONTRACT MANAGEMENT
 4. SPONSORSHIP RIGHTS
 5. EXCLUSIVITY
 6. OBLIGATIONS OF TTL
 7. OBLIGATIONS OF THE SPONSOR
 8. PAYMENT
 9. INTELLECTUAL PROPERTY
 10. WARRANTIES
 11. INDEMNITIES AND INSURANCE
 12. TERMINATION
 13. CONSEQUENCES OF TERMINATION
 14. CONFIDENTIALITY
 15. FREEDOM OF INFORMATION AND DATA TRANSPARENCY
 16. DISPUTE RESOLUTION
 17. GENERAL
- SCHEDULE 1 - SPONSORSHIP RIGHTS
SCHEDULE 2 - PAYMENT SCHEDULE
SCHEDULE 3 - CONTRACT MANAGEMENT

THIS CONTRACT is made this day of December 2019

BETWEEN:

- (1) **TRANSPORT TRADING LIMITED** (Company Number: 03914810) with its registered office at 5 Endeavour Square, London E20 1JN; and
- (2) **GOOGLE IRELAND LIMITED**, a company incorporated in Ireland, with its registered office at Gordon House, Barrow Street, Dublin 4, Ireland (the "**Sponsor**").

BACKGROUND

- (A) Transport for London, a statutory corporation created under the Greater London Authority Act 1999 and the ultimate parent company of TTL ('**TfL**'), is responsible for managing transport services across London and for implementing the Mayor of London's transport strategy for London. As part of its duties, TfL operates a payment system across all modes of transport in conjunction with a third party operator.
- (B) TfL (through its wholly owned subsidiary TTL) has the exclusive right to grant sponsorship rights in respect of the Oyster Card Readers across the London Underground Network (as defined below).
- (C) The Sponsor wishes to acquire the rights to brand the Oyster Card Readers across the London Underground Network.
- (D) Following a competitive process the Sponsor has been awarded the rights described in (C) and to receive the sponsorship rights relating to the Oyster Cards Readers set out in this Contract.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Contract, the following expressions shall have the meaning set out against them, unless the context requires otherwise:

"Advertising Regulation" means any present or future applicable code of practice, adjudication, decision, guideline, direction or rule of any Advertising Regulator and includes any applicable modification, extension or replacement thereof in force from time to time;

"Advertising Regulator" means any regulator or statutory, regulatory or self-regulatory body in any relevant territory (e.g, in the UK, Advertising Regulators include the Office of Communications ("**Ofcom**"), the Broadcast Committee of Advertising Practice ("**BCAP**"), the Committee of Advertising Practice ("**CAP**"), the

Advertising Standards Authority (“**ASA**”) and local authority Trading Standards offices);

"**Applicable Laws**" means all applicable laws, legislation, regulations (including Advertising Regulation), statutes, statutory instruments, rules, edicts, by-laws or directions, adjudications, decisions or guidance from government or governmental agencies (including Advertising Regulators and including any rules, regulations, guidelines or other requirements of relevant regulatory authorities) which have the force of law together with any applicable industry or self-regulatory codes of practice published by any industry bodies in effect from time to time;

"**Approval Materials**" means the materials which the Sponsor is required to submit to TTL for approval under any term of this Contract or the materials which TTL is required to submit to the Sponsor for approval under any term of this Contract, as applicable;

"**Archive Use**" means use of a factually accurate, historical reference to the Sponsor's role under this Contract which does not imply a current association or endorsement;

"**Business Day**" means a day (excluding Saturdays, Sundays and bank holidays) when banks are generally open for business in the City of London;

"**Confidential Information**" means all information which is secret or otherwise not publicly available (in both cases either in its entirety or in part), including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, which information is, in all cases, disclosed by one party to the other in connection with this Contract (whether orally or in writing and whether before or after the date of this Contract) and is at the time of the disclosure marked "confidential" or expressed by the party disclosing such information to be confidential or ought reasonably to be regarded as confidential by the party receiving such information;

"**Contract**" means this contract, with the schedules, as may be amended from time to time in accordance with its terms, and such other documents (or parts of documents) as are referred to in it;

"**Contract Information**" means this Contract in its entirety (including from time to time agreed changes to this Contract);

"**Control**" means:

- (a) the legal and beneficial ownership of more than fifty per cent. of the share capital of a party or share capital having the right to cast more than fifty per cent. of the votes capable of being cast in general meetings of such party; or
- (b) the right to determine the composition of a majority of the board of directors (or like body) of a party; or

(c) "control" (as defined in section 840 of the Income and Corporation Taxes Act 1988) of a party;

"Default Rate" means the Bank of England base rate plus two per cent. (2%);

"Dispute" means a dispute or difference of whatsoever nature between TTL and the Sponsor in relation to the operation or interpretation of, or otherwise in connection with or arising out of, this Contract;

"Effective Date" means the date of signature of this Contract;

"Force Majeure Event" means any event or circumstance arising from natural causes, human agency or otherwise which is beyond the reasonable control of the parties and which could not have been reasonably foreseen and prevented by the parties and which affects the performance by both or either of the parties of their or its obligations under this Contract including any act of God, war, act of terrorism, explosion, fire, flood, hurricane, strike, lock out or industrial dispute (including, for the avoidance of doubt, a strike, lock out or industrial dispute of either party's employees, agents or sub-contractors);

"Insolvency Event" means any of the following (or any procedures or proceedings which are analogous to them whether in the Territory or any other jurisdiction):

(a) a body is, or is deemed for the purposes of any law to be, either insolvent or unable to pay its debts as they fall due;

(b) a liquidator is appointed to a body or a body enters liquidation (voluntary or otherwise) or requests the appointment of a liquidator to it;

(c) a court order is made or a resolution passed for the winding up of a body (other than a winding up whilst solvent for the purpose of amalgamation or reconstruction);

(d) an administration order is made or an administrator is appointed in respect of a body or a material part of the assets;

(e) any receiver or manager in respect of a body is appointed or possession is taken by or on behalf of any creditor of any property that is the subject of a charge; or

(f) a voluntary arrangement is made for a composition of debts or a scheme of arrangement is approved under the Insolvency Act 1986 or Companies Act 2006 in respect of a body;

"Intellectual Property Rights" means all rights in or in relation to any and all patents, utility models, trade and service marks, designs, get-up, trade, business or domain names, copyright, topography rights, inventions, knowhow and trade secrets, databases, and all other intellectual property rights of a similar or

corresponding character, which may now or in the future subsist in any part of the world, in each case whether registered or not and including any applications to register or rights to apply for registration of any of the foregoing and any rights to receive any remuneration in respect of such rights;

"Launch Date" means the actual date on which the full implementation of the Sponsorship Rights has been completed;

"Prohibited Act" means:

(a) offering, giving or agreeing to give to any servant, agent, contractor or representative of a Public Sector Body any gift or consideration of any kind as an inducement or reward:

(i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Contract or any other contract with a Public Sector Body; or

(ii) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with a Public Sector Body;

(b) entering into this Contract or any contract with a Public Sector Body in connection with which commission has been paid or has been agreed to be paid by the Sponsor or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to TTL;

(c) committing any offence:

(i) under the Prevention of Corruption Acts 1889-1916;

(ii) under the Bribery Act 2010;

(iii) under any laws created in respect of fraudulent acts; or

(iv) at common law in respect of fraudulent acts in relation to this Contract or any other contract with a Public Sector Body; or

(d) defrauding or attempting to defraud or conspiring to defraud a Public Sector Body;

"Public Sector Body" means all Ministers of the Crown, government departments, crown agencies and authorities, local authorities or similar public sector bodies and any body corporate owned or controlled by any of them (including for the avoidance of doubt TTL and TfL);

"Qualifying Change of Control" means a change of Control in favour of a person or company which is an Unsuitable Person;

"Representative" means the TTL Representative and the Sponsor Representative, as applicable;

"Roundel" means TfL's distinctive roundel shape mark set out in Part 3 of Schedule 2 (being the subject of United Kingdom trade mark registration No. 1321443 and Community Trade Mark registration No. 299206);

"Scheme Operator" means the service provider engaged by a member of the TfL Group to develop, implement and maintain the Sponsor Logo presence on the Oyster Card Readers, which at the date of this Contract is Cubic Transportation Systems Ltd AFC House, Honeycrock Lane, Salfords, Redhill, RH1 5LA;

"Sponsor Logo" means artwork, comprising the Sponsor Brand and the Sponsor's colours (and, solely to the extent expressly provided for in Schedule 1, which is provided to TTL by the Sponsor for use in the activation of the Sponsorship Rights);

"Sponsor Brand" means the Google Pay brand;

"Sponsor Default" means any of the events set out in clause 12.1;

"Sponsor Intellectual Property" means any Intellectual Property Rights owned by the Sponsor or licensed by the Sponsor from a third party other than a member of the TfL Group, including the Sponsor Marks;

"Sponsor Payments" has the meaning given to it in clause 8;

"Sponsor Representative" means the representative appointed by the Sponsor in accordance with clause 3;

"Sponsorship Rights" means rights granted pursuant to this Contract as particularly described in Schedule 1;

"Term" means the period described in clause 2.1 (subject to earlier termination in accordance with the provisions of this Contract);

"Territory" means the United Kingdom of Great Britain and Northern Ireland;

"TfL Group" means TfL and all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time and reference to any "member of the TfL Group" shall refer to TfL or any such subsidiary;

"TTL Guidelines" means:

(a) the TfL advertising policy, the current version of which is available at www.tfl.gov.uk/assets/downloads/businessandpartners/tfl-advertising-policy.pdf; and

(b) the TfL design standards, the current version of which is available at <http://www.tfl.gov.uk/corporate/media/12523.aspx>,

as the same may be amended by TTL or TfL from time to time by (for the purposes of this Contract) TTL notifying the Sponsor reasonably in advance of such amendment and provided that such amendments do not materially interfere with the Sponsor's ability to exercise or exploit the Sponsorship Rights;

"TTL Intellectual Property" means any Intellectual Property Rights owned by a member of the TfL Group or licensed by a member of the TfL Group from a third party other than the Sponsor, including the TTL Marks and the Composite Logo (excluding any element of the Composite Logo comprising a Sponsor Mark);

"TTL Marks" means the Roundel and such other marks of TTL or a member of the TfL Group as are set out in Part 3 of Schedule 2;

"TTL Representative" means the representative appointed by TTL in accordance with clause 3;

"Transparency Commitment" means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which TfL and TTL are committed to publishing their contracts, tender documents and data from invoices received;

"Unsuitable Person" means any person or company, or person or company owned or controlled by a person or company who TTL considers (in its absolute discretion):

(a) may have an adverse effect upon the public perception of the Oyster Card Readers;

(b) is not suitable to be associated with the provision of public sector infrastructure;

(c) does not adhere to TTL Guidelines;

(d) is effectively controlled from a country which is, or who is otherwise, the subject of economic or security sanctions imposed by the United Kingdom (including sanctions which take the form of the prevention of the supply of goods or services to the country or restrictions on the freedom of movement of diplomats and/or consular personnel of the country) whether the sanctions are in full force or suspended;

"Year" means a period of twelve (12) calendar months commencing on the Launch Date.

1.2 Interpretation

In this Contract (including the recitals, schedules and appendices), except where expressly stated to the contrary or the context otherwise requires:

(a) a reference to:

- (i) a "clause", or "schedule" is to a clause of or schedule to this Contract;
 - (ii) a "paragraph" in a schedule is to a paragraph in that schedule; and
 - (iii) an "appendix" means an appendix to a schedule;
- (b) the headings to clauses and schedules are for convenience only and shall not affect the interpretation of this Contract;
- (c) reference to a statutory provision shall include a reference to:
 - (i) the statutory provision as modified or re-enacted or consolidated from time to time whether before or after the date of this Contract; and
 - (ii) any subordinate legislation made under the statutory provision whether before or after the date of this Contract;
- (d) reference to a "person" or "persons" includes bodies corporate, statutory bodies, unincorporated associations and partnerships and that person's or those persons' legal personal representatives, successors and permitted assigns;
- (e) a "party" means a party to this Contract and shall include its assignees and successors in title if and to the extent permitted in accordance with this Contract (and a reference to "parties" shall be construed accordingly);
- (f) reference to this Contract or any other agreement or document includes permitted variations, amendments, replacements, novations or supplements to this Contract (including the schedules) and as the case may be, such other agreement or document;
- (g) words importing the singular number only shall include the plural number and vice versa;
- (h) words importing one gender shall include any other gender;
- (i) the words "include" and "including" are to be construed as meaning "including, without limitation"; and

2. SPONSORSHIP PERIOD

2.1 Term

This Contract (and, unless expressly stated otherwise, the rights and obligations of the parties contained in this Contract) shall take effect on the Effective Date and, unless terminated earlier in accordance with its terms, shall continue until the expiry of the period of 12 months (1 Year) from the Launch Date, at which point, subject to clause 4.4, it shall terminate.

3. REPRESENTATIVES AND CONTRACT MANAGEMENT

- 3.1 Each of TTL and the Sponsor shall appoint a Representative with full authority to act on its behalf to perform its functions and to liaise with the other party under this Contract. Each such Representative may from time to time be replaced (or an alternate appointed) with at least one week's written notification to the other party.
- 3.2 The parties and the Representatives referred to in clause 3.1 shall comply with Schedule 3 in respect of the management of this Contract and the submission of matters for approval under this Contract.

4. SPONSORSHIP RIGHTS

4.1 GRANT OF SPONSORSHIP RIGHTS

- (a) On the terms and subject to the conditions of this Contract, TTL grants to the Sponsor the Sponsorship Rights as from the dates specified in Schedule 1 or, if no such date is specified, as from the Launch Date for the term of this Contract, subject to any restrictions or conditions set out in this Contract.
- (b) For the avoidance of doubt, the Sponsor acknowledges and agrees that TTL may activate the Sponsorship Rights prior to the Launch Date (as part of the preparation for the Launch Date).
- (c) In the event that the Sponsor Brand is renewed or refreshed, the Sponsor shall be entitled to propose changes to the Sponsor Logo. TTL shall not unreasonably withhold or delay its consent to such changes so long as such changes are at no cost to TTL or any member of the TfL Group and have no material impact on the operation of the Oyster Card Readers.

4.2 Reservation of Rights Not Granted

All rights and opportunities not expressly granted or provided to the Sponsor under this Contract are reserved by TTL and may be exploited by TTL in its absolute discretion, subject to clause 5.

4.3 Limitations on Grant of Rights

- (a) The Sponsor acknowledges and agrees that, unless expressly stated otherwise in this Contract, nothing shall operate to constrain or restrict TfL or TTL's discretion as a public transport provider or the ability of either of them to make operational decisions in respect of the London Transport Payment Systems.
- (b) The terms and conditions of this Contract and all licences and rights granted under or in connection with this Contract shall be subject to the requirements of any Applicable Laws. In the event that TTL cannot deliver any Sponsorship Rights as a result of any Applicable Laws, or due to TTL's

operational decisions in respect of the London Transport Payment System, TTL shall, within thirty (30) days of its failure to deliver the original Sponsorship Rights, propose suitable alternative rights for the Sponsorship Rights which it is unable to deliver (the “Alternative Rights”) and the parties:

- (i) shall use reasonable endeavours to agree such Alternative Rights and incorporate them into this Contract as part of the Sponsorship Rights, as a variation in accordance with clause 17.4(c); and
 - (ii) agree that the Term of this Contract will be increased to account for any period during which the Sponsor was unable to benefit from the Sponsorship Rights.
- (c) In the event TTL is unable to propose Alternative Rights, TTL must immediately notify the Sponsor that this is the case, and this Contract shall terminate immediately upon TTL’s notice.
- (d) In the event of termination in accordance with clause 4(c) because of (i) operational decisions in respect of the London Transport Payment System, or (ii) Applicable Laws which prevent TTL from granting the Sponsorship Rights, the Sponsor shall not be required to make any further Sponsor Payments, and if such payments have been made for the full Term, TTL shall repay the Sponsor the pro-rated amount of the Sponsor Payment for the period in which the Sponsorships Rights were not delivered by TTL during the Term.

4.4 **Right of First Refusal**

- (a) In the event TTL wishes to grant the Sponsorship Rights to a new sponsor at the end of the Contract Term, the Sponsor will have the first opportunity to acquire the Sponsorship Rights for an additional minimum 12 month period (the “**Additional Term**”) from the end of the Contract Term. The Sponsor will notify TTL at any time no later than six months after the Launch Date if it wishes to exercise its right to acquire such Sponsorship Rights for the Additional Term.
- (b) The ninety day period immediately following Sponsor’s notice will be the “**Negotiation Period**”. During the Negotiation Period, the parties will negotiate the terms on which TTL shall grant the Sponsorship Rights to the Sponsor for the Additional Term in good faith, including negotiating the length of the Additional Term.
- (c) If the parties do not agree the terms on which the Sponsor shall acquire the Sponsorship Rights within the Negotiation Period (or within a shorter period, if Sponsor notifies TTL of its intention not to acquire such rights on an earlier date), TTL will be free to seek other partner brands to acquire those rights.

5. **EXCLUSIVITY**

5.1 TTL shall not and shall procure that the TfL Group shall not:

- (a) grant any sponsorship rights in respect of the Oyster Card Readers on any TfL operated transport mode during the Term, other than as described in this Contract; and.
- (b) grant any sponsorship rights in respect of TfL validation Oyster Card Reader gates or paddles across the London Underground network to any of the following providers of mobile tap and pay services during the first two months following the Launch Date:
 - (i) Apple Pay;
 - (ii) Paypal;
 - (iii) Chase Pay;
 - (iv) Amazon Pay;
 - (v) Samsung Pay;
 - (vi) Alipay;
 - (vii) WeChat Pay;
 - (viii) Amex Pay;
 - (ix) Barclaycard bPay;
 - (x) Visa Checkout;
 - (xi) MasterPass;
 - (xii) Garmin Pay;
 - (xiii) Uber Money;
 - (xiv) Facebook Pay; and
 - (xv) Libra.

6. **OBLIGATIONS OF TTL**

- (a) TTL or the relevant member of the TfL Group shall procure that the Scheme Operator will:

- (i) Produce Sponsor's Oyster Card Reader labels for all Oyster Card Validation Readers across the London Underground Network as detailed in Schedule 1, and implement the Sponsorship Rights.
 - (ii) Remove the existing Oyster Card Reader labels.
 - (iii) Replace with the Sponsor's Oyster Card Reader labels for the Launch Date.
 - (iv) Remove the Sponsor's Oyster Card Reader labels at the end of the Term.
 - (v) Maintain the Sponsor's Oyster Card Reader labels to a reasonable standard subject to the normal wear and tear and in line with the current usage and any Applicable Laws.
- (b) TTL will handle any complaints, questions or uncertainties regarding the revised appearance of the Oyster Card Readers, including taking any pre-emptive steps which are mutually agreed by the parties in advance.
 - (c) TTL will provide reasonable support for any user-facing campaign launched by Sponsor on or around the Launch Date, with the intention of maximising the visibility of the Sponsorship Rights.
 - (d) To the extent TTL is under obligations under clause 6(a), TTL will be liable for all obligations and all acts or omissions of the Scheme Operator, and any other subcontracted obligations and subcontractors' acts or omissions.

7. OBLIGATIONS OF THE SPONSOR

7.1 Implementation Obligations

The Sponsor shall:

- (a) produce and provide to TTL, at its own cost, all designs and artwork necessary for the Sponsorship Rights within such print deadlines as are reasonably specified by TTL to enable the delivery of the Sponsorship Rights in accordance with this Contract;
- (b) be responsible for all costs for additional obligations of implementing the Sponsorship Rights, other than those obligations set out in this Contract..

8. PAYMENT

8.1 Sponsor Payments

The Sponsor shall pay the amounts set out in Schedule 2 (the "**Sponsor Payments**") into an account notified by TTL in the sums and on the dates set out in Schedule 3.

8.2 Invoicing

TTL shall provide the Sponsor with valid VAT invoices for the Sponsor Payments.

8.3 VAT

All references to payments made under this Contract are references to such payments exclusive of VAT, which shall be payable by the Sponsor in addition, at the same time as the payment to which such VAT relates and on provision of a valid VAT invoice to the Sponsor.

8.4 Late Payments

- (a) Any amount that is properly due from either party to the other pursuant to this Contract which remains unpaid after the date when payment becomes due shall bear interest at the Default Rate, such interest to accrue from day to day from and including the date when payment was due up to and excluding the date of actual payment.
- (b) Interest shall accrue in respect of amounts determined to be payable by a decision of the Dispute Resolution Procedure from the due date of the original underpayment or overpayment as the case may be.

9. INTELLECTUAL PROPERTY

- 9.1 The Sponsor hereby grants to TTL a non-exclusive, non-transferable and royalty free licence to use the Sponsor Logo in connection with this Contract. Such licence shall terminate upon expiry or earlier termination provided always that the Sponsor acknowledges and agrees that: (a) following expiry or earlier termination by TTL, TTL shall be entitled to continue to use the Sponsor Logo in its reporting of outcomes of the Sponsorship Rights, general historical reporting of the Sponsorship Rights and for archive purposes; and (b) following any earlier termination by the Sponsor TTL shall be entitled to a reasonable period within which to remove the Sponsor Logo from any materials related to Sponsorship Rights, such period to be no less than two (2) calendar months.

Neither Party shall do anything to impair the rights of the other Party in its trademarks or other intellectual property and neither Party shall represent that it has any right to (or to use) such trademarks except as expressly permitted under this Agreement. All rights in and to the Oyster Card Readers, TTL's name, get-up, logos, goodwill and reputation, and any related intellectual property rights, shall remain TTL's ownership, save for any intellectual property rights existing in the Sponsor Logo. Neither Party shall do or permit any act within its control which may be derogatory to the other Party, its products or services, its brands or trade or service marks or is likely in any way to damage or impair the high standing or reputation of that Party. Subject to clause 10, in the event of termination, all rights of one Party to use the other Party's trademarks or other intellectual property ends immediately.

10. **WARRANTIES**

10.1 **Sponsor's Warranties**

The Sponsor represents and warrants to TTL that:

- (a) the Sponsor is duly incorporated and validly existing under the laws of its place of incorporation;
- (b) this Contract has been validly entered into by the Sponsor and creates legally binding obligations upon the Sponsor;
- (c) no litigation, arbitration or administrative proceeding is current, pending or threatened to restrain the entry into, exercise of any of its rights under and/or performance or enforcement of or compliance with any of its obligations under this Contract;
- (d) as at the date hereof neither the signing and delivery of this Contract nor the performance of any of the transactions contemplated in this Contract will:
 - (i) contravene or constitute a default under any provision contained in any laws or regulations to which it is subject or any agreement or instrument by which the Sponsor or any of its assets is bound or affected; or
 - (ii) cause any limitation on the Sponsor or the powers of its directors, whether imposed by or contained in any document which contains or established its constitution or in any laws or regulations to which it is subject or any agreement or instrument by which the Sponsor or any of its assets is bound or affected to be exceeded; and
- (e) in entering into this Contract it has not committed any Prohibited Act or fraudulent activity.

10.2 **TTL's Reliance**

The Sponsor acknowledges that TTL has entered into this Contract in full reliance on the representations and warranties of the Sponsor set out in clause 10.1.

10.3 **TTL's Warranties**

TTL represents and warrants to the Sponsor that:

- (a) TTL is duly incorporated and validly existing with limited liability under the laws of England; and
- (b) this Contract has been validly entered into by TTL and creates legally binding obligations upon TTL.

10.4 **Sponsor's Reliance**

TTL acknowledges that the Sponsor has entered into this Contract in full reliance on the representations and warranties of TTL set out in clause 10.3.

11. INDEMNITIES AND LIABILITY

- 11.1 The Sponsor shall indemnify and hold harmless TTL against any claims, damages, costs (including (without limitation) legal costs), expenses, loss or damage incurred by TTL as a result of a claim or allegation that any promotional or other material infringes, by reason of incorporating any of the Sponsor's Logo or marks or any content (such as text, graphics or photography) supplied by the Sponsor infringes the intellectual property rights of a third party.
- 11.2 TTL shall indemnify and hold harmless the Sponsor and the Sponsor's affiliates against any claims, damages, costs (including (without limitation) legal costs), expenses, loss or damage incurred by the Sponsor or a Sponsor's affiliate as a result of a claim or allegation arising out of or in connection with a third party's use of the Oyster Card Readers.
- 11.3 Each Party's total liability to the other (including Sponsor's total liability to all members of the TFL Group), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the total amount paid and/or payable by the Sponsor under this Contract.
- 11.4 To the maximum extent permitted by applicable law, subject to clause 11.5, no party will have any liability arising out of or relating to this agreement for:
- (a) the other party's lost revenues; or
 - (b) indirect, special, incidental or consequential losses (whether or not foreseeable or contemplated by the parties at the Effective Date).
- 11.5 Nothing in the Contract shall limit or exclude either Party's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; (c) infringement of the other party's Intellectual Property Rights;
 - (d) breaches of clause 14; or
 - (e) any other liability which cannot be excluded by law.

12. TERMINATION

12.1 Sponsor Default

Each of the following shall constitute a Sponsor Default:

- (a) the occurrence of an Insolvency Event in relation to the Sponsor;
- (b) failure by the Sponsor to pay any amount which:
 - (i) is not the subject of a Dispute;
 - (ii) is due and payable to TTL; and
 - (iii) remains unpaid thirty (30) Business Days after service of a formal written demand by TTL;
- (c) a material or persistent breach of the Sponsor's obligations under this Contract which, if capable of remedy, is not rectified within thirty (30) days of notice to rectify such breach;
- (d) the Sponsor ceases or threatens to cease to trade;
- (e) a Qualifying Change of Control;
- (f) the Sponsor, an employee, sub-contractor or agent has committed any Prohibited Act or fraudulent activity.

12.2 If a Sponsor Default occurs, TTL may terminate this Contract immediately by written notice to the Sponsor.

12.3 **TTL Default**

Each of the following shall constitute a TTL Default:

- (a) the occurrence of an Insolvency Event in relation to TTL;
- (b) failure by TTL to pay any amount which:
 - (i) is not the subject of a Dispute;
 - (ii) is due and payable by TTL under this Contract; and
 - (iii) remains unpaid thirty (30) Business Days after service of a formal written demand by the Sponsor.
- (c) a material or persistent breach of TTL's obligations under this Contract which, if capable of remedy, is not rectified within thirty (30) days of notice to rectify such breach;
- (d) TTL, an employee, sub-contractor or agent has committed any Prohibited Act or fraudulent activity.

12.4 If a TTL Default occurs, Sponsor may terminate this Contract immediately by written notice to TTL.

13. **CONSEQUENCES OF TERMINATION**

- 13.1 On the termination of this Contract, all rights and licences granted under this Contract shall terminate unless expressly stated otherwise elsewhere in this Contract.
- 13.2 The run-off arrangements for the use of the Sponsor Logo on the Oyster Card Readers are:
- (a) if TTL terminates this Contract for Sponsor Default, then TTL shall remove (or cover) the Sponsor Logo from the Oyster Card Readers within six (6) weeks of termination (or sooner in the discretion of TTL) at the Sponsor's cost;
 - (b) if this Contract expires or is terminated for any reason other than Sponsor Default, then TTL shall remove (or cover) the Sponsor Logo within (6) weeks of termination at its own cost

14. **CONFIDENTIALITY AND RESTRICTIONS ON PUBLICATIONS**

- 14.1 The Parties undertake to maintain in strictest confidence and not to disclose to any third party without the prior written consent of the other Party any **Confidential Information** disclosed by either Party to the other.
- 14.2 The Sponsor gives its consent for TTL to publish this Contract and ancillary information/documentation.
- 14.3 The obligations and restrictions contained in clause 14.1 do not apply to Confidential Information which the Party can show:
- (a) was already lawfully known to the Party prior to the supply or disclosure of the information;
 - (b) was disclosed to the Party by a third party who by such disclosure did not breach any obligation of confidentiality (whether contractual or otherwise);
 - (c) was independently developed by the Party (with no reference to any information disclosed to it by the Party, whether before or after the date of this Contract); or
 - (d) is in, or comes into, the public domain, except as a result of a breach by either Party of any other obligation of confidentiality (whether contractual or otherwise) to the other Party.
- 14.4 Neither Party may disclose Confidential Information except to employees, affiliates, agents, or professional advisors who need to access that Confidential Information and who have agreed in writing (or in the case of professional

advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the Confidential Information only to exercise rights and fulfill obligations under this Contract, and that they keep it confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law.

14.5 Neither Party shall by itself, its employees, sub-contractors or agents communicate with representatives of the press, television, radio or other communications media of whatever format on any matter concerning the Sponsorship Rights without (subject to clause 15) the prior written approval of the other Party, which shall not be unreasonably withheld or delayed.

15. **FREEDOM OF INFORMATION AND DATA TRANSPARENCY**

15.1 For the purposes of this Contract:

"FOI Legislation" means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them, and any guidance issued by the Information Commissioner, the Ministry of Justice, the Department for Constitutional Affairs, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

"Information" means information recorded in any form held by TTL or by the Sponsor on behalf of TTL; and

"Information Request" means a request for any Information under the FOI Legislation.

15.2 The Sponsor acknowledges that TTL:

- (a) is subject to the FOI Legislation and agrees to assist and co-operate with TTL to enable TTL to comply with its obligations under the FOI Legislation; and
- (b) may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Sponsor (but that where no such legal obligation exists it shall notify the Sponsor promptly in advance in writing of such proposed disclosure and take into account the Sponsor's reasonable representations regarding whether or not such proposed disclosure is acceptable).

15.3 Without prejudice to the generality of clause 15.2, the Sponsor shall and shall procure that its sub-contractors (if any) shall:

- (a) transfer to TTL (or such other person as may be notified by TTL to the Sponsor) each Information Request relevant to the Sponsor, TTL or TfL it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Request; and

- (b) in relation to Information held by the Sponsor on behalf of TTL, provide TTL with details about and/or copies of all such Information that TTL requests and such details and/or copies shall be provided within five (5) Business Days of a request from TTL (or such other period as TTL may reasonably specify), and in such forms as TTL may reasonably specify.

15.4 TTL shall be responsible (taking into account the Sponsor's reasonable representations where able to do so without breaching any Applicable Requirement) for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. However, the Sponsor may, in providing information, preemptively mark information that in Sponsor's reasonable view would be exempt from any request, and TTL shall, subject to the requirements of the FOI Legislation, have due regard to such markings in making any determination.

15.5 The Sponsor acknowledges that TTL is subject to the Transparency Commitment. Accordingly, notwithstanding clause 14 (Confidentiality and Restrictions on Publications) and this clause 15 (Freedom of Information and Data Transparency), the Sponsor hereby gives its consent for TTL to publish the Contract Information to the general public.

16. **DISPUTE RESOLUTION**

Any Dispute will be resolved in accordance with the following procedure ("**Dispute Resolution Procedure**").

- (a) Either party may call a management meeting of the parties by service of not less than ten (10) Business Days' written notice and each party agrees to procure that an authorised representative of that party shall attend all such meetings called in accordance with this clause 16.
- (b) Those attending the relevant meeting shall use reasonable endeavours to resolve disputes arising out of this Contract. If the meeting fails to resolve the dispute within ten (10) Business Days of its being referred to it, either party by notice in writing may refer the dispute to the Director of Commercial Development of TTL and the Strategic Partner Manager, Transit Payments of the Sponsor who shall cooperate in good faith to resolve the dispute as amicably as possible within ten (10) Business Days of the dispute being referred to them.
- (c) In the event the Director of Commercial Development of TTL and the Strategic Partner Manager, Transit Payments of the Sponsor are unable to resolve the dispute within that ten (10) Business Day period, the parties shall submit the dispute to mediation by a mediator appointed by agreement between the parties or, failing such agreement, as nominated by the Centre for Dispute Resolution.

- (d) Recourse to this Dispute Resolution Procedure shall be binding on the parties as to submission to mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts until ten (10) Business Days after the parties have failed to reach a binding settlement by mediation.
- (e) If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be reduced to writing and, once signed by a duly authorised representative of each of the parties, shall remain binding on the parties.
- (f) The parties shall bear their own legal costs of this Dispute Resolution Procedure, but the costs and expenses of mediation shall be borne by the parties equally.
- (g) Nothing in this Contract shall prevent either party from applying for injunctive or other interim relief.

17. GENERAL

17.1 Corporate Image

The Sponsor shall consult with, and obtain the approval of TTL to use in any manner the name, logos and corporate image (including TTL Marks, any trademarks or domain names) of TTL, TfL or the Mayor of London unless that use is covered by another agreement in place between the Sponsor and either TTL, TfL, or the Mayor of London. TTL, TfL and the Mayor of London are to be referred to in all promotional literature to be published by the Sponsor in relation to the Sponsorship Rights in a format to be agreed between the parties. The Sponsor shall comply with the TfL design standards, the current version of which is available at <https://tfl.gov.uk/info-for/suppliers-and-contractors/design-standards?intcmp=5837>.

17.2 Notices

(a) Requirement for Notice in Writing

Wherever in this Contract provision is made for the giving or issuing of any notice, consent, approval, certificate or determination by any person (a "**Notice**"), unless otherwise specified such Notice shall be in writing and the words "notify", "consent", "approval", "certify" and "determined" shall be construed accordingly.

(b) Service of Notices

Save as otherwise expressly provided in this Contract any Notice to be given under this Contract shall be deemed duly given if delivered by

international courier service or sent by airmail or by facsimile transmission or by email (provided that the Notice attached to such email is in pdf format and signed by a duly authorised representative of the relevant party) to the party to be served at or to that party's address or to its facsimile number given below or to such other address or numbers in England as the party to be served may from time to time select by prior notice to the other party:

Sponsor:

Address: Gordon House, Barrow Street, Dublin 4, Ireland

Attention: Legal Department

Email: legal-notices@google.com

With a copy to: Strategic Partner Manager, Transit Payments

Email: hilljo@google.com

TTL :Harriet McDonald

Senior Category Manager

Customer Info, Design & Partnerships

8th Floor – Blue Zone

Endeavour Square

Westfield Avenue

Stratford

London

E20 1JN.

Email: harrietmcdonald@tfl.gov.uk

(c) **Time of Service**

The Notice will be deemed to have been duly served:

If delivered by email, at the time of email delivery to the recipient's inbox;

if delivered by hand, at the time of delivery;

if delivered by post, two (2) Business Days after being posted or in the case of Airmail 14 Business Days after being posted; or

if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other Party within 24 hours after transmission.

17.3 Entire Agreement

This Contract constitutes the entire agreement between the parties hereto in connection with the subject matter of this Contract. No party has relied upon any representation save for any representation expressly set out in this Contract.

17.4 Waivers and Variations

- (a) No term or provision of this Contract shall be considered as waived by any party to this Contract unless a waiver is given in writing by that party.
- (b) No waiver under clause 17.4(a) shall be a waiver of a past or future default or breach, nor shall it amend, delete or add to the terms, conditions or provisions of this Contract unless (and then only to the extent) expressly stated in that waiver.
- (c) No variation to this Contract shall be effective unless recorded in a written instrument executed as a deed on behalf of each party by a person notified by the relevant party to the other party as being duly authorised to agree to such variation (which for the avoidance of doubt, may be different to the persons appointed by each party as Representatives).

17.5 Set-Off and Disputed Payments

Not applicable to this contract

17.6 Partial Invalidity

If at any time any provision of this Contract (or part thereof) is or becomes illegal, invalid or unenforceable in any respect under the law of any relevant jurisdiction, such illegality, invalidity or unenforceability shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other part of that provision or any other provision of this Contract or, in any other jurisdiction, of that provision or part thereof or any other provision of this Contract.

17.7 No Partnership or Agency

Nothing in this Contract and no action taken by the parties pursuant to this Contract shall constitute, or be deemed to constitute, a partnership, unincorporated association or other co-operative entity. Neither party shall be or be deemed to be the agent of the other party and neither party shall hold itself out as having the power to bind the other party in any way.

17.8 Further Assurance

Each party agrees that it shall now or at any time during the subsistence of this Contract, do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form satisfactory to the other party, as the other party may reasonably require for giving full effect to and obtaining the full benefit of the rights powers and remedies conferred upon such other party by this Contract.

17.9 Assignment

Neither Party may assign this Contract or any part thereof without the written consent of the other Party.

17.10 Rights of Third Parties

Save that any member of the TfL Group has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 (in this clause the "**Act**") the parties do not intend that any person other than the parties to this Contract (which term shall for the purposes of this clause include all permitted assignees or transferees or successors in title) shall have any rights under the Act nor shall this Contract be enforceable under the Act by any person other than the parties to it.

17.11 Legal Costs

Each party shall bear its own legal costs incurred in relation to the preparation, negotiation and execution of this Contract.

17.12 Counterparts

This Contract may be executed in any number of counterparts and by each party hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

17.13 Governing Law and Jurisdiction

- 17.3.1 This Contract, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Contract or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with English law.
- 17.3.2 Subject to clause 16, the Parties submit to the exclusive jurisdiction of English courts in relation to any dispute concerning this Contract, including an application to English court for an injunction or other relief to protect its Intellectual Property Rights, without first completing the Dispute Resolution Procedure.

Signed by (NAME)

.....

Title

.....

For and on behalf of Google Ireland Limited

Signed by (NAME)

.....

A handwritten signature in black ink, appearing to read 'Amay', is written over a dotted line.

Title

Lead Commercial Manager

.....

For and on behalf of Transport Trading Ltd

Schedule 1

SPONSORSHIP RIGHTS

Rights to the Sponsor Logo on all 5,686 validation Oyster Card Readers across the London Underground Network. (Retail Oyster Card Readers are not included.) The Sponsor Logo is below

Rights to 1 million impressions on advertising on www.tfl.gov.uk: the homepage and the journey planner pages. This right can be accessed at any point during the sponsorship term.

Rights to exclusive Sponsor Logo-branded stickers to be added to the Oyster Card Readers at five top stations of Sponsor's choice for a two week period commencing on the Launch Date. These stickers, with a design which Sponsor will provide to TTL, will include a call to action, and will not feature the network logos. The design of the stickers will be subject to TTL's approval. These stickers will be removed at the end of the two weeks and replaced with the Sponsor Logo set out below.

Rights to have dominant advertising on the TfL.gov.uk website from 12.00 midnight until 11.59pm on the Launch Date.

Rights to a joint press release. If the Sponsor wishes to host a press event or activation in addition to the joint press release, this will be at the Sponsor's cost.

Rights to develop a social media campaign with the TfL social media team themed round the sponsorship.
(Exact artwork below to be agreed.)



The Oyster Card Reader labels will be of the same material and quality, and attached using the same bonding process, as used for the current yellow Oyster Card Reader pads. The Sponsor acknowledges that a different aesthetic finish may be required due to the colour of the Sponsor Logo.

Schedule 2

PAYMENT SCHEDULE

1. TTL shall provide the Sponsor with valid VAT invoices for the Sponsor Payments in accordance with the table set out below, and all invoices shall be payable by the Sponsor within 30 days of the date of the invoice.
2. TTL is entitled to the following Sponsor Payments:
 - 3.1 A Sponsor Payment in the amount of £147,437.50 plus VAT (one hundred and forty seven thousand, four hundred and thirty seven pounds and fifty pence) ("**Activation Payment**"); and
 - 3.2 A Sponsor Payment in the amount of 1,500,000.00 plus VAT (one million five hundred thousand pounds) ("**Sponsorship Payment**").

Sponsor Payment	Invoice Triggers	Amounts payable	Timing
Initial Sponsor Payment	Contract signature and initial launch station	£313,000 + VAT	31 ST December 2019
Ongoing Sponsor Payment 1	Rollout completion date	£285,000 + VAT	31 ST March 2020
Ongoing Sponsor Payment 2	3 months from rollout completion date	£285,000 + VAT	30 TH June 2020
Ongoing Sponsor Payment 3	6 months from rollout completion date	£285,000 + VAT	30 TH September 2020
Ongoing Sponsor Payment 4	9 months from rollout completion date	£285,000 + VAT	31 ST December 2020
Ongoing Sponsor Payment 5	12 months from rollout completion date	£194,437.50 + VAT	28 TH February 2021

Schedule 3

CONTRACT MANAGEMENT

General

1. Each party shall nominate a manager ("**Contract Manager**") who will be responsible for ensuring compliance with the Party's obligations under this Contract.

2. The Contract Managers, and their respective teams, shall meet or have a phone call on a regular basis throughout the Term ("**Review Meetings**" or "**Review Calls**"). Review Meetings and/or Review Calls will be the initial forum where all matters relating to the Contract are discussed between the parties. The parties shall agree an appropriate meeting frequency and structure for the Review Meetings/Calls. Whilst not limited to, the Review Meetings/Calls are anticipated to be the initial forum to discuss the following matters:

- Provide clear direction to the partnership;
- Set, manage and update in relation to all key milestones and timeframes;
- Resolve partnership issues where necessary;
- Suggest future partnership initiatives and scope;
- Ensure overall coherence and alignment between the parties.

