

25 SEPTEMBER
DATED ~~()~~ 2014

SERVICES AGREEMENT

between

LONDON LEGACY DEVELOPMENT CORPORATION

and

E20 STADIUM LLP

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THIS AGREEMENT is dated [DATE] 2014

PARTIES

- (1) **London Legacy Development Corporation**, a Mayoral Development Corporation of Level 10, One Stratford Place, Montfichet Road, London E20 1EJ (**Supplier**).
- (2) **E20 Stadium LLP**, a Limited Liability Partnership incorporated and registered in England and Wales with number OC376732 whose registered office is at Level 10, One Stratford Place, Montfichet Road, London E20 1EJ (**Recipient**).

BACKGROUND

- (A) The Supplier is a member of the Recipient.
- (B) The Supplier has agreed to provide certain services to the Recipient, subject to and on the terms and conditions of this agreement.
- (C) The Supplier and the Recipient are public bodies cooperating to deliver their common objectives certain facilities within the Queen Elizabeth Olympic Park and are governed solely by considerations relating to the public interest in doing so.

AGREED TERMS

1. DEFINITIONS

Background Intellectual Property Rights: any Intellectual Property Rights, other than Foreground Intellectual Property Rights, that are used in the course of or in connection with the provisions of the Services.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: 1 April 2013.

FOI Legislation: the Freedom of Information Act 2000 and any subordinate legislation (as defined in section 84 of the Freedom of Information Act 2000) made under the Freedom of Information Act 2000 from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such Act and the Environmental Information Regulations 2004.

Foreground Intellectual Property Rights: any Intellectual Property Rights that arise or are obtained or developed by a party, or by a contractor on a party's behalf, in the course of or in connection with the provision of the Services.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and

all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Service Charges: the charges to be paid for the Services under clause 5.

Services: the services set out in Schedule 1 and **Service** means any one of the Services.

Term: the term of this agreement as set out in clause 13.1.

2. SERVICES

- 2.1 The Supplier shall provide the Services to the Recipient during the Term in accordance with the terms and conditions of this agreement.
- 2.2 The Supplier shall perform the Services to a standard which is as least as high as the standard to which the Supplier provides such services to its own organisation.
- 2.3 The Supplier shall apply the same security measures as it applies in its own organisation in providing the Services to the Recipient.

3. RECIPIENT'S OBLIGATIONS

- 3.1 The Recipient shall cooperate with the Supplier and provide it with such information and assistance as the Supplier shall reasonably require to enable it to provide the Services.
- 3.2 The Recipient shall allow the Supplier and its employees, agents and sub-contractors reasonable access to its facilities as necessary for the performance of the Services.
- 3.3 The Recipient will apply reasonable security measures and comply with all reasonable security requirements of the Supplier.

4. OTHER ARRANGEMENTS

- 4.1 If at any time during the Term the Recipient identifies a need for additional services, the parties shall negotiate in good faith to agree in writing the Service Charges that should apply to such services, and any other terms and conditions particular to the provision of such services. If these are agreed in writing, the additional services shall be deemed to be included in the definition of "Services" and provided in all other respects on the terms and conditions of this agreement.
- 4.2 The Supplier may charge for time spent in preparing any written estimates requested by the Recipient pursuant to clause 4.1 on a time and materials basis.

5. CHARGES AND PAYMENT

- 5.1 In consideration of the Supplier providing the Services to the Recipient, the Recipient shall pay the Service Charges to the Supplier.
- 5.2 The Service Charges for the Services from the Commencement Date until 31 March 2014 shall be £996,042.
- 5.3 The charges for each Service or the basis for calculation of them for the period from 1 April 2014 are set out in Schedule 2.
- 5.4 The Recipient shall pay the Service Charges monthly in arrears. The Supplier shall invoice the Recipient at the beginning of each month for the Services provided to the Recipient during the previous month and shall invoice the Recipient for the Service Charges for the period until 31 March 2014 within 3 weeks of the date of this Agreement.
- 5.5 The Recipient shall pay invoices in full within 30 days of receipt in cleared funds to the bank account nominated in writing by the Supplier.
- 5.6 The Service Charges are exclusive of amounts in respect of VAT. The Recipient shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on a supply of the Services.
- 5.7 The Service Charges are exclusive of any disbursements, which shall be payable by the Recipient in addition to the Service Charges from time to time.
- 5.8 The Supplier shall be responsible for the payment of all invoices due to third party suppliers in connection with the provision of the Services, save that the Supplier may pass on such costs to the Recipient in accordance with clause 5.7.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 All Background Intellectual Property Rights are and shall remain the exclusive property of the party owning them (or, where applicable, the third party from whom its right to use the Background Intellectual Property has derived).
- 6.2 Each party shall grant or procure the grant of all such licences to the other party to use Background Intellectual Property Rights as are necessary to allow the other party to exercise its rights and perform its obligations under this agreement.
- 6.3 All Foreground Intellectual Property Rights shall be owned by the Supplier and to the extent that any Foreground Intellectual Property Rights are owned by the Recipient the Recipient assigns such Foreground Intellectual Property Rights to the Supplier with full title guarantee and free from third party rights. The Supplier hereby licenses the Recipient to use those Foreground Intellectual Property Rights, free of charge and

on a non-exclusive, perpetual, worldwide basis to such extent as is necessary to enable the Recipient to receive the Services.

- 6.4 Each party shall, at its own cost, promptly do or procure the doing of all such acts and things and execute or procure the execution of all such documents that may from time to time be required to give effect to this clause 6.
- 6.5 Except as expressly provided in this agreement, no rights or obligations in respect of a party's Intellectual Property Rights are granted to the other party or to be implied from this agreement.

7. LIABILITY

- 7.1 Each party shall be solely responsible for all losses, claims, expenses, actions, demands, costs and liability incurred by it in relation to this agreement.
- 7.2 Neither party shall be entitled to any common law or equitable rights including the commencement of proceedings or rights to damages (howsoever arising) in the case of a breach by the other party of its obligations under this agreement.
- 7.3 The terms implied by section 13 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.
- 7.4 Nothing in this agreement shall limit or exclude the liability of either party for fraud or death or personal injury resulting from negligence or any other liability that may not be excluded by law.

8. ASSIGNMENT AND OTHER DEALINGS

- 8.1 Subject to clause 8.2, neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 8.2 The Supplier may assign, transfer or subcontract any or all of its rights and obligations under this agreement to a member of its Group.

9. DATA PROTECTION

- 9.1 Each party undertakes that it will comply, and will cause its employees, agents and sub-contractors to comply, with the Data Protection Act 1998 ("the Act") and all applicable data protection laws in connection with the performance of its obligations under this agreement.
- 9.2 If either party processes personal data on behalf of the other party as a Data Processor (as defined in the Act), it shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the personal data (and to guard

against unauthorised or unlawful processing and against accidental loss or destruction of, or damage to, the personal data), and shall comply with the Seventh Data Protection Principle set out in Schedule 1 to the Act as if it were the Data Controller (as defined in the Act). The Data Processor shall process personal data strictly in accordance with any instructions issued by the Data Controller.

10. CONFIDENTIALITY

The parties shall keep confidential all information obtained under this agreement unless such information is already in the public domain or both of the parties agree that it may be disclosed or if either party is legally required to disclose it and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any matter relating to this agreement and the performance of the Services.

11. FREEDOM OF INFORMATION

11.1 The parties recognise that they are public authorities as defined by FOI Legislation and that information relating to the subject matter of this agreement may be the subject of an information request under the FOI Legislation.

11.2 The parties shall assist each other in complying with their respective obligations under the FOI Legislation, including assistance (without charge) in gathering information to respond to a request under the FOI Legislation

11.3 If the Recipient receives a request for information under the FOI Legislation which relates to the Supplier's information it shall consult the Supplier and take its views into account before disclosing the information. If the Supplier receives a request for information under the FOI Legislation which relates to the Recipient's information it shall consult the Recipient and take its views into account before disclosing the information.

11.4 The parties acknowledge and agree that any decision made by a party that receives a request for information under the FOI Legislation as to whether to disclose information relating to this agreement pursuant to FOI Legislation is solely the decision of that party.

12. AUDIT

12.1 The relevant internal and external auditors of the Supplier and the Recipient responsible for audit shall have the right to inspect any documents and accounts relating to this agreement and the Services and shall also be afforded access to:

- (a) such of the Supplier's and the Recipient's offices and premises as are necessary for carrying out the audit;

- (b) all technology, resources, systems and procedures used or proposed to be used by the Supplier and the Recipient in connection with this agreement and the Services provided that they agree in writing to abide by the confidentiality obligations contained in this Agreement and the Supplier's Code of Practice on the use of Computers; and
- (c) staff and officers of the Supplier and the Recipient for the purpose of requiring them to answer questions raised by such auditors.

13. TERM AND TERMINATION

- 13.1 The Supplier shall provide each Service from the Commencement Date until 31 March 2019 (as may be extended by agreement in writing by the parties), unless terminated earlier pursuant to clause 13.2 or 13.3.
- 13.2 Each party may at any time terminate the provision of any or all of the Services by giving to the other party not less than six month's notice in writing.
- 13.3 Either party may terminate this agreement with immediate effect by giving written notice to the other party if the other party commits a material breach of this agreement or if the Supplier ceases to be a member of the Recipient.

14. CONSEQUENCES OF TERMINATION

- 14.1 This clause 14 shall apply on termination of this agreement and on the termination of an individual Service.
- 14.2 The Supplier shall provide such assistance as the Recipient may reasonably require to effect a full and orderly transfer of the Services to the Recipient or to a third party nominated by the Recipient. The Recipient shall be responsible for all reasonable costs incurred by the Supplier in discharging its obligations under this clause.
- 14.3 Each party shall promptly return to the other party all equipment, materials, confidential information and property belonging to the other party that the other party had supplied to it or a member of its Group in connection with the supply of the Services under this agreement.
- 14.4 All payments payable to the Supplier under this agreement shall become due immediately on its termination.

15. SEVERANCE

- 15.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion

of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

- 15.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

16. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. NOTICES

- 17.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by fax to its main fax number.

- 17.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- (c) if sent by fax, at 9.00 am on the next Business Day after transmission.

18. ENTIRE AGREEMENT

- 18.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 18.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

19. THIRD PARTY RIGHTS

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

20. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

21. GOVERNING LAW AND JURISDICTION

21.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

21.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1: THE SERVICES

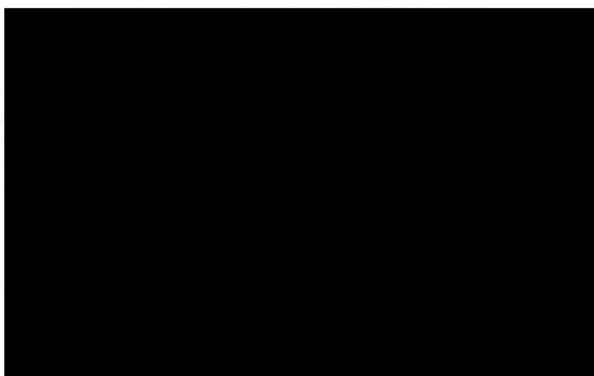
Service	Description	Provider
Business Planning	Business Planning	LLDC
Commercial operations	Negotiation and management of concessions, interim uses and operations, including commercial and by partners, operator procurement advice	LLDC and NLI either in partnership or through an Operator
Construction contract management	Management oversight and control of all Stadium transformational works	LLDC Infrastructure
External Audit	Provision of statutory external audit services	LLDC
Facilities management	Ongoing facilities management of asset through transformation	LLDC
Finance and accounting	Accounting policies, systems and records; financial services and accounting; treasury management; management accounting; statutory accounting; financial planning; costing; transfer pricing	LLDC Finance / KPMG / Barclays for banking services
FOI and Complaints	FOI and EIR advice; process management to meet statutory timescales	LLDC IT
HR	Provide HR advice, services and support	LLDC HR
H&S	H&S advice, compliance and reporting	LLDC
Information and records management	Filing systems and practice; Data Protection registration and compliance; information security; data standards	LLDC IT
Insurance	Advice on appropriate insurance cover. Maintain appropriate insurance cover. Liaison with brokers and insurers. Claims handling where appropriate	LLDC Park Operations / TfL shared service proposed from 1 st April 2014.
IT	Provision of all IT services including file and print services and web domain name management	LLDC IT
Legal services	Advice and services relating to the Operator procurement; other legal matters pertaining to E20 LLP.	LLDC Legal (TfL shared service from 1.5.14)
Planning and implementation of Planning Obligations	Implementation of obligations including Transport plans and integration with Operator and wider QEOP events	LLDC, NLI
Procurement services	EU compliant procurement of all goods, works and services	LLDC Procurement / NLI

	provision to E20 LLP	
Secretariat services	Board (and future committee) meetings, papers and minutes	NLI
Tax	VAT; Corporation tax; Capital allowance; Stamp Duty and SDLT; Liaison with HMRC	LLDC Finance / KPMG

Schedule 2: THE CHARGES

1. The cost of any Services procured by the Supplier for the Recipient shall be charged at the same amount as that relevant service provider charges the Supplier for those services.
2. For any Services provided by the Supplier directly to the Recipient, the Supplier shall charged the estimated salary costs of the time spent by the Supplier's employees on the relevant services, including any PAYE, National Insurance contributions and pension contributions relating to the same, as well as any directly associated costs and disbursements, in each case as properly assessed by the Executive Director of Finance and Corporate Services of the Supplier from time to time.

Signed for and on behalf of London
Legacy Development Corporation



Signed by for and on behalf of E20
Stadium LLP

