



**PROFESSIONAL SERVICES CONTRACT
(SHORT FORM)**

for the provision of

London Stadium Vision Development

PROTECT - COMMERCIAL

THIS CONTRACT for the provision of services is made **BETWEEN:**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, One Stratford Place, Montfichet Road, London E20 1EJ (the "**Legacy Corporation**"); and
- (2) The party named as "**Service Provider**" in the Contract Particulars (the "**Service Provider**");
- each one of them a "**Party**", and together the "**Parties**".

1. DEFINITIONS AND INTERPRETATION

In this Contract:

- 1.1 the following words and expressions shall have the following meanings unless the context otherwise requires:

"Anti-Bribery Laws"	any and all statutes, statutory instruments, bye-laws, orders, directives, treaties, decrees and laws (including any common law, judgment, demand, order or decision of any court, regulator or tribunal) which relate to anti-bribery and/or anti-corruption, including the Bribery Act 2010.
"Business Day"	a day that is not a Saturday, Sunday or public or bank holiday in England.
"Cessation Plan"	a plan agreed between the Parties or determined by the Legacy Corporation pursuant to clause 14 to give effect to a Declaration of Ineffectiveness;
"Charges"	the charges payable by the Legacy Corporation in consideration of the Services as set out in the Contract Particulars.
"Confidential Information"	all information in respect of the business of the Legacy Corporation including know-how and other matters connected with the Services, information concerning the Legacy Corporation's relationships with actual or potential clients, customers or suppliers and the needs and requirements of the Legacy Corporation and of such persons and any other information which, if disclosed, will be liable to cause harm to the Legacy Corporation.
"Contract Particulars"	the details contained in Schedule 1 of this Contract which the parties have agreed will apply in respect of this Contract where the context so allows.
"Contract Information"	(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from invoices submitted by the Supplier which consists of the Supplier's name, the expenditure account code, the expenditure account code description, the clearing date and the invoice amount;
"Declaration of Ineffectiveness"	a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 47J of the Public Contracts Regulations 2006;
"Deliverables"	without prejudice to the generality of the obligation to provide the Services in accordance with this Contract, all documents, products and materials developed by the Service Provider or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts), and as more particularly set out in the Contract Particulars.
"DPA"	the Data Protection Act 1998.
"End Date"	the date upon which this Contract will cease to be in effect, as set out in the Contract Particulars, or if earlier, the date upon which termination of this Contract becomes effective.

- “FOI Legislation”**
- (a) the Freedom of Information Act 2000;
 - (b) the Environmental Information Regulations 2004; or
 - (c) any applicable guidance or directions relating to the disclosure of information with which the Legacy Corporation is bound to comply;
- “Insolvent”**
- the Service Provider is Insolvent where it:
- (a) gives notice under section 84 Insolvency Act 1986 of, or proposes or passes a resolution for, its winding up or in the case of a limited liability partnership proposes or determines that it will be wound up;
 - (b) has a winding up petition based upon a petition debt presented against it;
 - (c) has a winding-up order or a notice of striking off made in respect of it;
 - (d) has an administration order or an application for an administration order made in respect of it; or
 - (e) has a notice of appointment of an administrator or a notice of intention to appoint an administrator filed in respect of it at any court;
 - (f) proposes, makes or is subject to:
 - (i) a company voluntary arrangement;
 - (ii) a composition with its creditors generally;
 - (iii) an application to a court of competent jurisdiction for protection from its creditors generally; or
 - (iv) a scheme of arrangement under Part 26 Companies Act 2006;
 - (g) has a receiver or a provisional liquidator appointed over any of its assets, undertaking or income;
 - (h) ceases to trade or appears, in the reasonable opinion of the Legacy Corporation, to be likely to cease to trade;
 - (i) is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction.
- “Intellectual Property Rights”**
- all intellectual and industrial property rights including patents, know-how, registered trade marks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks, rights to prevent passing off for unfair competition, copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions.
- “Key Dates”**
- without prejudice to the generality of the obligation to provide the Services in accordance with this Contract, the key programme dates and milestones to be reached in the performance of the Services as set out in the Contract Particulars.
- “Olympic Movement”**
- includes the British Olympic Association, the International Olympic Committee, other National Olympic Committees, the London Organising Committee of the Olympic Games and any other organising committee of Olympic Games, any Olympic team, and any other person or entity who is

recognised by or required to comply with the Olympic Charter (as published by the International Olympic Committee from time to time).

"Personal Data"	as defined in the DPA.
"Public Procurement Termination Event"	if a court determines that one or more of the circumstances described in regulation 73(1) of the Public Contracts Regulations 2015 or any equivalent provisions in regulations implementing the EU Utilities Directive 2014/25 has occurred;
"Representatives"	the persons named as the Service Provider Representative and the Legacy Corporation Representative respectively in the Contract Particulars.
"Request for Information"	a request for information made to the Legacy Corporation by a third party pursuant to the FOI Legislation.
"Services"	any services of the type set out in the Contract Particulars which the Service Provider shall supply to the Legacy Corporation (including any of them or any part of them) under this Contract.
"Specification"	in relation to the Services, the technical specifications and documents detailing the requirements of the Services; all preparatory, design and development materials which relate to the Services; all information of any description which explains how the Services will be performed.
"Start Date"	the commencement date of this Contract as set out in the Contract Particulars.
"Transparency Commitment"	Means the Legacy Corporation's commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Legacy Corporation's own published transparency commitments.

1.2 all headings are for ease of reference only and shall not affect the construction or interpretation of this Contract;

1.3 unless the context otherwise requires:

1.3.1 references to the singular include the plural and vice versa and references to any gender include every gender; and

1.3.2 references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);

1.4 references to any statute or statutory provision shall include any subordinate legislation made under it and shall be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;

1.5 any words following the words "include", "includes", "including", "in particular" or any similar words or expressions shall be construed without limitation and accordingly shall not limit the meaning of the words preceding them;

1.6 an obligation on a party to procure or ensure the performance or standing of another person shall be construed as a primary obligation of that party; and

1.7 in the event and to the extent only of any conflict or inconsistency between the information contained in the Contract Particulars and the provisions of the main body of this Contract, the information set out in the Contract Particulars shall prevail.

2. APPOINTMENT AND TERM

- 2.1 The Service Provider shall provide, on a non-exclusive basis, such Services and Deliverables as the Legacy Corporation may require pursuant to orders placed from time to time by the Legacy Corporation in accordance with clause 3 of this Contract.
- 2.2 This Contract shall be deemed to have commenced on the Start Date and shall continue for the period set-out in Schedule 1, unless and until terminated:
- 2.2.1 as provided by the terms of this Contract; or
- 2.2.2 by the Legacy Corporation giving to the Service Provider prior written notice of not less than twenty eight (28) days; the Corporation will take into account the nature of the Contract and the set up costs of the Service Provider to decide whether a longer notice period is reasonable

3. THE SERVICES

- 3.1 The Service Provider shall perform the Services using all reasonable, skill and diligence and in accordance with the Specification and all applicable standards, regulations and other legal requirements concerning the provision of the Services.
- 3.2 The Legacy Corporation may at any time make changes in writing relating to the Contract Particulars, including changes in drawings or Specifications, method of performance or time or place of performance. If such changes, unless due to the Service Provider's default or omission, result in an increase in cost of, or time required for, performance, an equitable adjustment will be made to the Charges, programme or both. Any such adjustment must be approved by the Legacy Corporation in writing before the Service Provider proceeds with such changes.

4. CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015

- 4.1 To the extent that the Construction (Design and Management) Regulations 2015 (the "CDM Regulations") apply to the Services, the Service Provider shall comply with the requirements of the CDM Regulations and any guidance issued by the Health and Safety Executive in relation to the CDM Regulations, including those as a "designer" (as defined in the CDM Regulations) and the Service Provider confirms that it has the skills, knowledge, experience and organisational capability to fulfil such role.
- 4.2 Where the CDM Regulations require the appointment of a "principal designer", the Legacy Corporation appoints the Service Provider to act as the "principal designer" (as defined in the CDM Regulations) and the Service Provider accepts such appointment and confirms that it has the skills, knowledge, experience and organisational capability to fulfil such role.

5. CHARGES

- 5.1 Subject to clause 5.2, the only monies to be paid by the Legacy Corporation in connection with the performance of the Services are the Charges which shall be inclusive of all costs and expenses incurred by the Service Provider.
- 5.2 Any sum payable under this Contract is exclusive of value added tax (and are inclusive of any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other Legacy Corporation) which shall be payable in addition to that sum in the manner and at the rate prescribed by law from time to time, subject to receipt by the Legacy Corporation of a valid value added tax invoice.

6. PAYMENT

- 6.1 The Service Provider shall invoice the Legacy Corporation for the Charges for the Services following performance of the Services.
- 6.2 The Service Provider shall ensure that each invoice is a valid value added tax invoice and contains the following information: date of invoice, invoice number, period to which the invoice relates, Services to which the invoice relates, a breakdown per service type/location (if applicable) and VAT.
- 6.3 Each invoice compliant with this Contract shall be payable by the Legacy Corporation within thirty (30) days following the date on which the invoice is received by the Legacy Corporation. All payments shall be made in pounds sterling by BACS (Bank Automated Clearing System) transfer to the bank account nominated by the Service Provider from time to time.

- 6.4 The Legacy Corporation shall be entitled to set-off any liability which the Service Provider has to it against any liability which it has to the Service Provider, whether such liability is present or future, liquidated or unliquidated, under this Contract or any other contract between the parties or other cause of action and irrespective of the currency of its denomination.
- 6.5 If any sum payable under this Contract is not paid on or before the due date for payment the Service Provider shall be entitled to charge the Legacy Corporation interest on that sum at 1% per annum above the base lending rate from time to time of the Bank of England from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis. The parties agree that this clause 6.5 is a substantial remedy for late payment of any sum payable under this Contract, for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.
- 6.6 No payment made by the Legacy Corporation shall prejudice any rights or remedies which the Legacy Corporation may have against the Service Provider including the right to recover any amount overpaid or wrongfully paid to the Service Provider.

7. INSURANCE

- 7.1 The Service Provider shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the levels of cover set out in **Schedule 1** (the Required Insurances) and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover. The cover shall be in respect of all risks which may be incurred by the Service Provider, arising out of the Service Provider's performance of the agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Service Provider.
- 7.2 The Service Provider shall ensure that such insurance policies are taken out with reputable insurers acceptable to the Legacy Corporation including, where possible and in relation to situations where vicarious liability may arise for the Legacy Corporation, the inclusion of an indemnity to principals clause.
- 7.3 The Service Provider shall provide the Legacy Corporation, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 7.4 The Service Provider shall comply with all terms and conditions of the insurance policies at all times. If cover under such insurance policies shall lapse or not be renewed or be changed in any material way or if the Service Provider is aware of any reason why the cover under such insurance policies may lapse or not be renewed or be changed in any material way, the Service Provider shall notify the Legacy Corporation without delay and in such circumstances the Legacy Corporation shall be entitled (but not obliged) to effect such insurance in connection with the Services as it deems appropriate at the Service Provider's cost.
- 7.5 The terms of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under the agreement.
- 7.6 The Service Provider shall hold and maintain professional indemnity insurance (as part of the Required Insurances), providing as a minimum the level of cover set out in Schedule 1, for a minimum of six years following the expiration or earlier termination of the agreement.

8. INTELLECTUAL PROPERTY

- 8.1 The Service Provider hereby assigns with full title guarantee to the Legacy Corporation all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider in the provision of the Services ("the Products") provided that such assignment shall not include items not prepared or developed for the purposes of this Contract.
- 8.2 The Service Provider shall provide the Legacy Corporation with copies of all materials relied upon or referred to in the creation of the Products with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
- 8.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Legacy Corporation's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Legacy Corporation.

- 8.4 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.
- 8.5 The Service Provider shall indemnify and hold harmless the Legacy Corporation against any actions, claims, demands, costs, charges or expenses (including costs) that arise from or are incurred by reason of any infringement or alleged infringement of any Intellectual Property Rights and against all costs and damages of any kind the Legacy Corporation may incur in or in connection with any actual or threatened proceedings before any court or arbitrator and shall conduct negotiations as may be necessary from time to time having due regard to the Legacy Corporation's interests provided that the Legacy Corporation gives notice to the Service Provider of any infringement of Intellectual Property Rights upon becoming aware of the same.
- 8.6 The Service Provider shall reimburse the Legacy Corporation's reasonable costs incurred in complying with the provisions of **Clause 8.5**.

9. WARRANTY AND INDEMNITY

- 9.1 The Service Provider warrants, represents and undertakes to the Legacy Corporation that the Services and (where relevant) Deliverables:
- 9.1.1 will comply with all applicable statutory requirements, regulations and voluntary codes of conduct;
- 9.1.2 will be performed by personnel who are suitably skilled, qualified, trained and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Service Provider's obligations are fulfilled in accordance with this Contract.
- 9.1.3 Will be performed with the best skill, care and diligence in accordance with best practice in the Service Provider's industry, profession or trade; and
- 9.1.4 will confirm with all descriptions and specifications set out in the Specification and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Service Provider by the Corporation.
- 9.2 Without prejudice to any other rights or remedies of the Legacy Corporation (whether express or implied), if the Service Provider breaches any terms of this Contract (including a failure or delay in performance) then the Legacy Corporation may (but will not be obliged) to:
- 9.2.1 refuse to accept any subsequent performance of the Services which the Service Provider attempts to make;
- 9.2.2 recover from the Service Provider any additional expenditure reasonably incurred by the Legacy Corporation in obtaining the Services in substitution from another supplier; and/or
- 9.2.3 claim damages for any additional costs, loss or expenses incurred by the Legacy Corporation which are in any way attributable to the Service Provider's breach of this Contract or failure to perform the Services on the due date or at all.
- 9.3 The relationship of the Service Provider to the Legacy Corporation will be that of independent contractor and nothing in this Contract shall render it or any of its partners or agents an employee, worker, agent or partner of the Legacy Corporation and the Service Provider shall not hold itself out as such.
- 9.4 This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Service Provider shall be fully responsible for and shall indemnify the Legacy Corporation for and in respect of any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Service Provider in respect of the Services, where such recovery is not prohibited by law.
- 9.5 The Service Provider shall indemnify, keep indemnified and hold harmless the Legacy Corporation in full and on demand from and against all liabilities (including any tax liability) direct, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which the Legacy Corporation incurs or suffers directly or indirectly in any way whatsoever as a result of a breach of, or a failure to perform or defect or delay in performance or negligent performance of, any of the Service Provider's obligations under this Contract.

9.6 Neither party shall be liable to the other party for any indirect or consequential loss (including loss of profit) which arises out of or in connection with this Contract, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused, including by negligence, save that nothing in this Contract shall operate to exclude one party's liability (if any) to the other for:

9.6.1 death or personal injury resulting from its negligence (negligence being as defined in section 1(1) of the Unfair Contract Terms Act 1977);

9.6.2 for its fraud or fraudulent misrepresentation;

9.6.3 for any matter for which it is not permitted by law to exclude or limit, or attempt to exclude or limit, its liability.

10. LIABILITY - LIMITATION OF LIABILITY

10.1 Subject to **clause 10.2** below, the Service Provider's total aggregate liability in respect of all claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Contract, shall in no event exceed the amount set out in **Schedule 1**.

10.2 Notwithstanding any other provision of this Contract neither party limits or excludes its liability for:

10.2.1 fraud or fraudulent misrepresentation;

10.2.2 death or personal injury caused by its negligence;

10.2.3 breach of any obligation as to title implied by statute; or

10.2.4 any other act or omission, liability for which may not be limited under any applicable law.

11. ANTI-CORRUPTION

11.1 The Service Provider shall, and shall procure that its officers, employees, agents and any other persons who perform services for or on behalf of it in connection with this Contract shall:

11.1.1 comply with all applicable Anti-Bribery Laws; and

11.1.2 not offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act.

11.2 The Service Provider shall keep, for a minimum of six years and at its normal place of business, detailed, accurate and up to date records and books of account showing all services provided to the Legacy Corporation; all payments made and received and all other advantages given and received by the Service Provider in connection with this Contract and the steps taken by the Service Provider to comply with Anti-Bribery Laws. The Service Provider shall ensure that those records and books of account are sufficient to enable the Legacy Corporation to verify the Service Provider's compliance with this **clause 11**.

12. LEGACY CORPORATION POLICIES

12.1 The Service Provider shall comply with the procedures and policies adopted by the Legacy Corporation from time to time to the extent relevant to the Services and to the extent notified to the Service Provider or published on the Legacy Corporation's website.

13. TERMINATION

13.1 Without limiting its other rights or remedies, the Corporation may terminate the Contract with immediate effect by giving written notice to the Service provider if:

13.1.1 the Service Provider commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven (7) days (or such other timeframe as specified in writing by the Legacy Corporation) of receipt of notice in writing to do so;

13.1.2 the Service Provider repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

- 13.1.3 the Service Provider suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 13.1.4 the Service Provider commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- 13.1.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Service Provider (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Service Provider with one or more other companies or the solvent reconstruction of the Service Provider;
- 13.1.6 the Service Provider (being an individual) is the subject of a bankruptcy petition order;
- 13.1.7 a creditor or encumbrancer of the Service Provider attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;
- 13.1.8 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Service Provider (being a company);
- 13.1.9 a floating charge holder over the assets of the Service Provider (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 13.1.10 a person becomes entitled to appoint a receiver over the assets of the Service Provider or a receiver is appointed over the assets of the Service Provider;
- 13.1.11 any event occurs, or proceeding is taken, with respect to the Service Provider in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in **clause 13.1.3 to clause 13.1.10** (inclusive);
- 13.1.12 the Service Provider suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business;
- 13.1.13 the Service Provider (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation;
- 13.1.14 commits any offence under the Bribery Act 2010;
- 13.1.15 breaches the provisions of **clause 19** (No Marketing Rights);
- 13.1.16 is (in the reasonable opinion of the Legacy Corporation) negligent and/or incompetent in the performance of the Services;
- 13.2 Without prejudice to the Legacy Corporation's right to terminate the Contract under Clauses 13.1, 13.3 or at common law, the Legacy Corporation may terminate the Contract at any time following a Declaration of Ineffectiveness or Public Procurement Termination Event in accordance with the provisions of Clause 14.
- 13.3 Without limiting its other rights or remedies, the Legacy Corporation may terminate the Contract by giving the Service Provider one month's written notice.
- 13.4 Following expiry or termination of this Contract:
- 13.4.1 **clauses 1, 5, 6, 7, 8, 9, 11.2, 13.1, 15, 16, 17, 18, 19, 20 and 21** shall continue in force, together with any other Conditions which expressly or impliedly continue to have effect after expiry or termination of this Contract; and

13.4.2 all other rights and obligations shall immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination

13.4.3 Within seven (7) days after the End Date the Service Provider shall:

13.4.3.1 return to the Legacy Corporation all Confidential Information (including all copies and extracts) and all other property (whether tangible or intangible) of the Legacy Corporation in its possession or control;

13.4.3.2 destroy or permanently erase (if technically feasible) all documents and all records (in any media) created by it or on its behalf that use, concern or are based on any Confidential Information of the Legacy Corporation; and

13.4.3.3 cease to use the Confidential Information of the Legacy Corporation.

14. **DECLARATION OF INEFFECTIVENESS AND PUBLIC PROCUREMENT TERMINATION EVENT**

14.1 In the event that a court makes a Declaration of Ineffectiveness, the Legacy Corporation shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 13 and this Clause 14 shall apply as from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 13 and this Clause 14 or the Cessation Plan, the provisions of this Clause 14 and the Cessation Plan shall prevail.

14.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness.

14.3 Without prejudice to the Legacy Corporation's rights of termination implied into the Contract by regulation 73(3) of the Public Contracts Regulations 2015 or any equivalent provisions in regulations implementing the EU Utilities Directive 2014/25, in the event of a Public Procurement Termination Event, the Legacy Corporation shall promptly notify the Service Provider and the Parties agree that the provisions of clause 13.4 and these clauses 14.3 to 14.7 (inclusive) shall apply as from the date of receipt by the Supplier of the notification of the Public Procurement Termination Event. If there is any conflict or discrepancy between the provisions of clause 13.4 and these clauses 14.3 to 14.7 or the Cessation Plan, the provisions of these clauses 14.3 to 14.7 and the Cessation Plan shall prevail.

14.4 The Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Public Procurement Termination Event.

14.5 As from the date of receipt by the Service Provider of the notification of a Declaration of Ineffectiveness or a Public Procurement Termination Event, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Legacy Corporation shall reasonably determine an appropriate Cessation Plan with the object of achieving:

14.5.1 an orderly and efficient cessation of the Services or (at the Legacy Corporation's request) a transition of the Services to the Legacy Corporation or such other entity as the Legacy Corporation may specify; and

14.5.2 minimal disruption or inconvenience to the Legacy Corporation,

in accordance with the provisions of this clause 14 and to give effect to the terms of the Declaration of Ineffectiveness or the Public Procurement Termination Event.

14.6 Upon agreement, or determination by the Legacy Corporation, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.

14.7 The Legacy Corporation shall pay the Services Provider's reasonable costs in assisting the Legacy Corporation in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Legacy Corporation. Provided that the Legacy Corporation shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to this clause 14.

15. CONFIDENTIALITY

15.1 The Service Provider will:

- 15.1.1 keep the Confidential Information secret and will only disclose it in the manner and to the extent expressly permitted by this Contract or otherwise as permitted by the terms of the disclosure;
- 15.1.2 use the Confidential Information only to the extent necessary for the performance of its obligations under this Contract;
- 15.1.3 only make such copies, notes, reports, analyses and recordings (in whatever media) that contain or are based on Confidential Information as are reasonably necessary for the purpose of complying with its obligations under this Contract; and
- 15.1.4 keep the Confidential Information safe and secure and apply to it documentary and electronic security measures that match or exceed those the Service Provider operates in relation to its own information which is by its nature confidential.

15.2 The Service Provider may disclose Confidential Information:

- 15.2.1 to such of the members of its group of companies and advisers who need access to that Confidential Information for the purpose of the Service Provider complying with its obligations under this Contract and will make each such person aware of the confidentiality obligations contained in this Contract. The Service Provider shall procure that any person to whom it discloses Confidential Information pursuant to this **clause 15.2.1** shall not do or omit to do anything which if done or omitted to be done by the Service Provider would constitute a breach of this **clause 15**;
- 15.2.2 to the extent required by law or a court of competent jurisdiction or the rules of any listing authority, stock exchange, the Panel on Takeovers and Mergers or Regulatory Authority. Where reasonably practicable and lawful the Recipient will give Notice to the Discloser in advance of such disclosure, will consult with the Discloser as to the content, purpose and means of disclosure and will seek to make such disclosure subject to obligations of confidence consistent, so far as possible, with the terms of this **clause 15**.

15.3 The Service Provider acknowledges and agrees that damages alone would not be an adequate remedy for breach of this **clause 15** by the Service Provider. Accordingly, the Legacy Corporation shall be entitled, without having to prove special damages, to equitable relief (including injunction and specific performance) for any breach or threatened breach of this **clause 15** by the Service Provider.

16. DATA PROTECTION

16.1 In relation to all Personal Data, the Service Provider shall at all times comply with the DPA as a data controller if necessary, including maintaining a valid and up to date registration or notification under the DPA covering the data processing to be performed in connection with the Services.

16.2 The Service Provider and any permitted sub-Service Provider shall only undertake processing of Personal Data reasonably required in connection with the Services and shall not transfer any Personal Data to any country or territory outside the European Economic Area.

16.3 The Service Provider shall not disclose Personal Data to any third parties other than:

- 16.3.1 to employees and permitted sub-Service Providers to whom such disclosure is strictly necessary in order for the Service Provider to carry out the Services; or
- 16.3.2 to the extent required under a court order,

provided that disclosure under **clause 16.3.1** is made subject to written terms substantially the same as, and no less stringent than, the terms contained in this **clause 16** and that the Service Provider shall give notice in writing to the Legacy Corporation of any disclosure of Personal Data it or a sub-Service Provider is required to make under **clause 16.3.2** immediately it is aware of such a requirement.

16.4 The Service Provider shall bring into effect and maintain all reasonable technical and organisational measures to prevent unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data including but not limited to taking reasonable steps to ensure the reliability of staff having access to the Personal Data.

16.5 The Legacy Corporation may, at reasonable intervals, request a written description of the technical and organisational methods employed by the Service Provider and the sub-Service Providers referred to in this **clause 16**. Within twenty (20) Business Days of such a request, the Service Provider shall supply written particulars of all such measures detailed to a reasonable level such that the Legacy Corporation can determine whether or not, in connection with the Personal Data, it is compliant with the DPA.

16.6 On or before the Expiry Date, the Service Provider shall ensure that all documents or computer records in its possession, custody or control, which contain Personal Data in connection with this Contract, including any documents in the possession, custody or control of a sub-Service Provider, are delivered up to the Legacy Corporation.

16.7

17. **TRANSPARENCY**

17.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act ("the Act") the text of this Contract, and any Schedules to this Contract, is not Confidential Information. The Legacy Corporation shall be responsible for determining in its absolute discretion whether any part of the Service Provider its Schedules is exempt from disclosure in accordance with the provisions of the Act.

17.2 The Supplier acknowledges that the Legacy Corporation is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 15, Clause 16 and Clause 18, the Supplier hereby gives its consent for the Legacy Corporation to publish the Contract Information to the general public.

17.3

18. **FREEDOM OF INFORMATION**

18.1 The Service Provider acknowledges that the Legacy Corporation is subject to the requirements of FOI Legislation. Accordingly from time to time the Legacy Corporation may be required to disclose information relating to the Service Provider and/or this Contract.

18.2 Where a Request for Information has been received by the Legacy Corporation, then it shall:

18.2.1 consider the applicability of exemptions under the FOI Legislation or any other applicable legislation;

18.2.2 before responding to such a request (which, for the avoidance of doubt, includes confirming or denying that the information is held by the Legacy Corporation or on the Legacy Corporation's behalf) and/or disclosing information about or relating to the Service Provider, the Services and/or this Contract notify the Service Provider of this request and stipulate the time period during which the Service Provider needs to respond in order assist the Legacy Corporation to determine whether any exemptions under FOI Legislation apply (including where necessary why the public interest in maintaining the exemption is not outweighed by the public interest in disclosure and an estimate of any expenditure that the Service Provider is likely to incur in complying with the request);

18.2.3 in determining whether any exemptions apply and/or whether to confirm or deny and/or disclose any information pursuant to this **clause 18.2**, take into account any reasonable representations made to it by the Service Provider;

18.2.4 where it requires the Service Provider to confirm whether such information is held by the Service Provider on its behalf and, if necessary, to provide any such information, stipulate the time period in which it requires the Service Provider to make such confirmation and/or provide such information; and

18.2.5 where it determines to disclose the information then it shall notify the Service Provider of such decision as soon as reasonably practicable and in any event no later than two (2) Business Days prior to disclosure.

18.3 The Service Provider shall facilitate the Legacy Corporation in complying with its obligations under the FOI Legislation and any necessary consultation and to the extent that such obligations relate to information held

by the Service Provider on behalf of the Legacy Corporation indicating whether such information is held by them and if necessary to provide that information to the Legacy Corporation, within the timescale stipulated by the Legacy Corporation in **clauses 18.2.2 and/or 18.2.4.**

19. NO MARKETING RIGHTS

19.1 In relation to the provision of the Services, the Service Provider shall not undertake any activity, commercial or non-commercial, which makes or implies a direct or indirect association of the Service Provider with the Olympic Movement and its goods, services and activities generally, without the authorisation of the British Olympic Association or the International Olympic Committee (as appropriate).

20. GENERAL

20.1 If any dispute arises in connection with this Contract the parties shall follow the procedure set out in this **clause 20.1:**

20.1.1 Directors or other senior representatives of the parties with authority to settle the dispute will, within fourteen (14) days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

20.1.2 If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (ADR notice) to the other party to the dispute requesting mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than twenty eight (28) days after the date of the ADR notice.

20.1.3 No party may commence any court proceedings in relation to any dispute arising out of this Contract until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

20.2 Time shall be of the essence in respect of all dates, periods and timescales with which the Service Provider is required to comply under this Contract and any dates, periods and timescales which may be substituted for them by the Contract in writing of the parties. Time shall not be of the essence in respect of any obligation with which the Legacy Corporation is required to comply under this Contract.

20.3 The Legacy Corporation's rights and remedies set out in this Contract are cumulative and in addition to and not exclusive of any rights and remedies provided by law.

20.4 If any term of this Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term shall be deemed to be severed from the Contract and this shall not affect the remainder of the Contract which shall continue in full force and effect.

20.5 A delay in exercising or failure to exercise a right or remedy under or in connection with the Contract shall not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor shall the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default shall only be valid in the circumstances and for the purpose for which it was given and shall not constitute a waiver of any other right, remedy, breach or default.

20.6 The Service Provider shall not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under the Contract or to sub-contract any of its obligations under the Contract.

20.7 The Legacy Corporation shall be entitled to assign, transfer, charge, hold on trust for any person and deal in any other manner with any of its rights under the Contract and to sub-contract any of its obligations under the Contract.

20.8 Save in respect of **clause 19**, the terms of which may be enforced by any member of the Olympic Movement, the parties do not intend that any term of this Contract or of a Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the parties.

20.9 Nothing in this Contract, nothing in any other contract and no action taken by the parties in connection with either shall create a partnership or joint venture between the parties or, save as expressly provided

otherwise, give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.

- 20.10 Each party agrees that it is an independent party and is entering into this Contract as principal and not as agent for or for the benefit of any other person.
- 20.11 This Contract together with each contract entered into will represent the entire Contract between the parties and supersede any prior Contract or arrangement in respect of their subject matter and:
- 20.11.1 neither party has entered into this Contract nor will enter into a Contract in reliance upon, and shall have no remedy in respect of, any representation or statement (whether made by the other party or any other person) which is not expressly set out in this Contract; and
- 20.11.2 nothing in this **clause 20.11** shall be interpreted or construed as limiting or excluding the liability of either party for fraud or fraudulent misrepresentation.
- 20.12 This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Contract. No counterpart shall be effective until each party has executed at least one counterpart.

21. NOTICES

- 21.1 Any notice or other communication given under or in connection with this Contract shall be in writing and either sent by pre-paid first class post to that party's address; delivered to or left at (but not, in either case, by post) that party's address; or sent by facsimile to that party's facsimile number; and marked for the attention of that party's Representative at the address set out in the Contract Particulars.
- 21.2 Any notice or communication given in accordance with **clause 21.1** shall be deemed to have been served:
- 21.2.1 if sent by pre-paid first class post, at 9.00 a.m. on the second Business Day after the date of posting;
- 21.2.2 if delivered to that party's address, at the time the notice or communication is delivered to or left at that party's address; and
- 21.2.3 if sent by facsimile, at the time of confirmation of completion of transmission of the facsimile by way of a transmission report;

provided that if a notice or communication is deemed to be served before 9.00am on a Business Day it shall be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it shall be deemed to be served at 9.00am on the immediately following Business Day.

22. GOVERNING LAW AND JURISDICTION

- 22.1 This Contract and any non-contractual obligations arising out of or in connection with it will be governed by English law.
- 22.2 Subject to **clause 20.1**, each party agrees that the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Contract (including in relation to any non-contractual obligations).
- 22.3 Any party may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.

SCHEDULE 1
CONTRACT PARTICULARS

CONTRACT DATE	17 th November 2017.
SERVICE PROVIDER	PRAGMA CONSULTING LIMITED
SERVICE PROVIDER ADDRESS	ONE TUDOR STREET LONDON EC4Y 0AH
SERVICE PROVIDER COMPANY NUMBER	02184185
START DATE	17 th November 2017
END DATE	The date of acceptance by the Legacy Corporation of the last deliverable.
SERVICES	London Stadium Vision Development
SPECIFICATION	<p>Working with the LLDC Communications Marketing and Strategy team, E20 Stadium LLP and reporting to Gerry Murphy:</p> <ul style="list-style-type: none"> • Agree a future vision for the London Stadium and validate that it is achievable • Achieve consensus across stakeholders for a shared purpose • Define a set of clear and measurable goals to work towards • Outline a framework for making commercial and strategic decisions <p>As further detailed in Appendix A to this contract.</p>
DELIVERABLES	<p>Initial Data Request</p> <p>Submit a data request for acceptance by the Legacy Corporation (not to be unreasonably withheld) setting out the information and timing of its release required by the Service Provider to deliver the services in accordance with the below dates, on or before 17th November 2017.</p> <p>Work Stage 1: Hypothesis Formation</p> <p>To include:</p> <ol style="list-style-type: none"> 1. Understanding of the viewpoints and motivations of each stakeholder 2. Identification of the needs of existing users of the stadium, as well as opportunities for incremental improvement of the existing offer 3. Identification of the success criteria by which to judge future visions 4. Consolidation of ideas and considerations for future vision 5. Understanding of the current landscape of stadia and events venues, to allow identification of potential opportunities for the London Stadium 6. Best practise learnings from around world, particularly around the management of legacy Olympic stadia 7. Refinement of a long list to a shortlist of the most appropriate and relevant possible visions for the stadium

	<p>Work Stage 1 Report</p> <ul style="list-style-type: none"> • Draft Report to be submitted for acceptance by the Legacy Corporation 20th December 2017. • Final Report to be submitted to the Legacy Corporation on or before 5th January 2018. <p>Work Stage 2: Refine and Agree</p> <p>To include:</p> <ol style="list-style-type: none"> 1. An understanding of the profile of events goers, drivers of events attendance, perceptions of UK venues and viewpoints on each of the shortlisted visions 2. Canvassing the views of potential users of the stadium, to gain a deeper understanding of their reasons to go to events, as well as a comparison of the shortlisted visions 3. Understanding of the requirements of the conference market and other potential commercial users 4. Assessment of the feasibility and appetite for the devised options 5. Estimated commercial implications of the shortlisted visions and ratings against success criteria (including agreeing commercial inputs with the Legacy Corporation) 6. Provision of training on the revenue model to facilitate the Legacy Corporation staff using it for sensitivity analysis and option appraisal 7. A selected vision for the stadium, proved through detailed research, aligned to market demand and internally agreed and defined <p>Work Stage 2 Report</p> <ul style="list-style-type: none"> • Draft Report to be submitted for acceptance by the Legacy Corporation 9th February 2017. • Final Report to be submitted to the Legacy Corporation on or before 16th February 2018. <p>Work Stage 3: Framework Delivery</p> <p>To include:</p> <ol style="list-style-type: none"> 1. Identification of the strategic and commercial steps needs to successfully implement the vision across the business, focusing on how to engage internal and external stakeholders to implement the vision 2. A document that clearly articulates the final vision for the stadium, which can be referred to by all stakeholders through implementation in the short to medium term, and to inform key strategic decisions in the long term <p>Work Stage 3 Report</p> <ul style="list-style-type: none"> • Draft Report to be submitted for acceptance by the Legacy Corporation 9th March 2018. • Final Report to be submitted to the Legacy Corporation on or before 16th March 2018. <p>As further detailed in Appendix A to this contract.</p>
KEY DATES	As stated in the Deliverables.

CHARGES	<p>Work Stage 1: Hypothesis Formation £21,950</p> <p>Work Stage 2: Refine and Agree £39,335</p> <p>Work Stage 3: Framework Delivery £13,715</p> <p>Payable on acceptance by the Legacy Corporation of the relevant Work Stage Final Report.</p> <p>Properly incurred and evidenced expenses for focus group incentives, room hire, transcriptions, travel, parking, subsistence and consumables are chargeable at cost, up to a maximum of £2,750.</p>
LIMITATION OF LIABILITY	<p>██████████</p>
INSURANCES	<p>public liability insurance with a limit of indemnity of not less than ██████████ pounds in relation to any one claim or series of claims arising out of the same occurrence;</p> <p>employer's liability insurance in accordance with any legal requirement for the time being in force in relation to any one claim or series of claims arising out of the same occurrence;</p> <p>professional indemnity insurance with a limit of indemnity of not less than ██████████ pounds in relation to any one claim or series of claims arising out of the same occurrence;</p> <p>product liability insurance with a limit of indemnity of not less than ██████████ pounds in relation to any one claim or series of claims arising out of the same occurrence;</p>
SERVICE PROVIDER REPRESENTATIVE	<p>██████████: ██████████@pragmawk.com</p>
LEGACY CORPORATION REPRESENTATIVE	<p>Gerry Murphy: Gerrymurphy@londonlegacy.co.uk</p>

This Contract has been signed by the duly authorised representatives of the parties on the Contract Date set out in the Contract Particulars.

Signed for and on behalf of **LONDON LEGACY DEVELOPMENT CORPORATION** by:

Authorised Signatory:

G.M.M. MURPHY
NAME SIGNATURE

27.11.17
DATE

Authorised Signatory:

R. MASSEY
NAME SIGNATURE

28.11.17
DATE

Signed on behalf of the Service Provider by:

[Redacted Signature]
SIGNATURE
[Redacted Name]

NAME
Associate Director

POSITION
22/11/17

DATE

Appendix A.