

GREATER LONDON AUTHORITY

Our Ref: MGLA030226-3406

21 April 2026

Thank you for your further correspondence which the Greater London Authority (GLA) received on 3 February 2026.

You have expressed dissatisfaction with the way the GLA has responded to a request for information that you have made. I am now responding to you under the GLA's internal review procedure in relation to our response to case.

Background

On 6 January 2026, you submitted the following requests for information (GLA ref MGLA060126-1380):

I am writing under the Freedom of Information Act 2000 to request information regarding the unique event partnership between the Greater London Authority (GLA) and Universal Pictures for the London New Year's Eve Fireworks display held on 31 December 2025.

The Mayor's Office and official press releases identified the inclusion of content from the film *Wicked: For Good* as part of a formal partnership. Specifically, I request the following information:

Financial Value: The total amount of money paid by Universal Pictures (or any associated subsidiary/marketing agency) to the GLA or its delivery partners for the inclusion of *Wicked* branding, music, and visuals in the display.

Contracts and Agreements: A copy of the partnership agreement, memorandum of understanding, or contract between the GLA and Universal Pictures regarding this event.

Creative Control: Any documentation or correspondence detailing the requirements set by Universal Pictures for the placement, duration, or nature of the *Wicked* segment (e.g., specific songs like "Defying Gravity" or the recorded message from Cynthia Erivo).

Procurement/Sponsorship Process: Information on whether this partnership was put out to tender or if other film studios/commercial entities were offered similar "event partnership" opportunities for the 2025/26 display.

Cost Offsetting: Confirmation of whether the funds received from this partnership were used to reduce the overall cost of the fireworks to the London taxpayer, and if so, by what amount.

The GLA responded to you on 30 January 2026 and provided you with some background regarding the funding structure for the New Year's Eve event, whilst informing you that the details of the partnership itself is exempt from disclosure under the exemption for Commercial Interests at section 43(2) of the FOIA.

Your complaint

With regards to our response, you have submitted the following complaint(s):

I am dissatisfied with the decision to withhold the financial value, contracts, and creative control documentation under Section 43(2) (Commercial Interests).

I believe the public interest balance in this case clearly favours disclosure, and these factors have not been properly considered by the GLA.

The authority asserts that the public interest would not be met by revealing the information, and that it would be detrimental to how sponsorship deals are secured in relation to events that you run, and how much could be made in savings to the public purse when delivering events.

It provided no clear evidence or explanation as to why this disclosure might cause such prejudice.

By contrast, there is a clear public interest in regards to transparency and accountability of public spending, and in the commercialisation of major public events.

The NYE fireworks are funded by the GLA budget. The public has a right to know the exact amount of taxpayer money used versus the amount contributed by Universal Pictures

While the GLA mentions partnership opportunities are "open to all" on its website, the public interest is served by verifying if the Universal Pictures deal represented "best value" compared to other potential bidders. There must also be transparency to identify if Universal were granted any special terms in the deal that should be subject to proper scrutiny.

The GLA argues that disclosure would harm future negotiations. However, as this was described as a "unique event partnership," the commercial terms are specific to this instance and would not necessarily prejudice future different sponsorship deals. This significantly reduces the prospect of material prejudice.

Internal review

The Freedom of Information Act and Environmental Information Regulations give you rights to access official information. Internal reviews are handled by the Information Governance team. We are responsible for reviewing any decision and the material (if held).

This internal review is conducted by someone who was not involved in the handling of the original request. I will now respond to each point of your request in turn:

The Freedom of Information Act and Environmental Information Regulations give you rights to access official information. Internal reviews are handled by the Information Governance team. We are responsible for reviewing any decision and the material (if held).

For this internal review, the GLA has consulted with the third party to gain their views on disclosure. They have agreed to partial disclosure of the information that the GLA holds within the scope of your request. Please find attached:

- Signed contract
- NDA Agreement

Regarding the marketing and financial data contained in the attached documents, the GLA maintains its reliance on the exemption at section 43(2) – Commercial interests. Universal's position is that its marketing and financial information is commercially confidential and highly sensitive. This information is not published, reported externally, or made publicly available. Disclosure could be anti-competitive (for example, by revealing marketing budgets or media spend to competitors), place Universal in breach of contract, or otherwise harm its relationships with partner filmmakers, companies or clients.

The payment in question does not involve taxpayer money or any allocation of public funds for a marketing campaign. It is a private payment by Universal for an activation with the GLA. It is comparable to a media buy, where the rates paid by individual companies are also confidential.

This position is reflected in ICO Decision Notice FS50575524¹, which makes clear that sponsorship figures cannot always be disclosed, as doing so may reveal commercially sensitive information and prejudice an organisation's ability to negotiate future funding. As the Commissioner concluded, while transparency carries public interest value, in circumstances such as this it is outweighed by the stronger public interest in protecting commercial interests and ensuring the continued effective delivery of cultural services.

Outcome

In reviewing your complaint, I consider that the GLA **partially upholds** your concerns, specifically in relation to point four (4). We consulted with Universal Pictures and considered their views regarding the disclosure of the information falling within the scope of the FOI request. As a result, we are now able to disclose additional information, which is enclosed with this response.

In respect of the remaining issues you raised, your complaint is **not upheld**. We maintain that our reliance on the applicable FOIA exemption – **Section 43 (Commercial Interests)** – is appropriate for the reasons outlined above. While the GLA is committed to transparency and accountability as a public body, we must also ensure the protection of commercially sensitive information. Disclosure of such information could adversely affect the interests of other organisations involved and could also impede the GLA's ability to engage effectively with private sector partners in the future.

¹ [fs_50575524.pdf](#)

I trust I have addressed your concerns. However, if you remain dissatisfied you may take your complaint to the Information Commissioner at the following address:

*Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
SK9 5AF
<http://www.ico.org.uk/complaints>*

Yours sincerely

Sylvia Edohasim
Information Governance Manager

This agreement is made on the 12/18/2025 , as between:

The Greater London Authority of City Hall, Kamal Churchie Way, London, E16 IZE, UK, ("the **Authority**"); and

Universal Pictures International UK & Eire Limited of Central St Giles, St Giles High Street, London, WC2H 8NU ("the **Sponsor**"),

(together" the **Parties**")

Whereby the Sponsor agrees to the Authority's grant of the Benefits in return for the Sponsor's payment to the Authority of the Sponsorship Costs of [REDACTED] relating to The Mayor of London's New Year's Eve Fireworks ("Event") set out in the commercial terms below and general terms appended ("the **Agreement**").

Please sign and return the enclosed copy letter to indicate your agreement as soon as possible.

COMMERCIAL TERMS

1. **Benefits:**
Detailed Commercial Terms and Partner Benefits are included in **Appendix 2**
2. **Sponsorship Costs:**
Provided a valid VAT invoice is issued by the Authority to the Sponsor, the Sponsorship Costs will amount to a total of [REDACTED] as per the payment terms outlined in **Appendix 2** of this Agreement, which is payable by the Sponsor to the Authority within 30 days following receipt of a valid invoice.
3. **Sponsor Logo:** Sponsor Logo in **Appendix 3** of this Agreement.
4. **Sponsorship Period and Term** means the period commencing upon signing of this agreement until midnight 01/01/2026.
5. **Project** means The Mayor of London's New Year's Eve Celebrations.
6. **Sponsor Insurance:** Without limiting its obligations and responsibilities under this Agreement, the Sponsor shall maintain and pay premiums for the following insurance coverage from a reputable insurance company, which policies will be in effect for the duration of the Term, and if requested by Authority, deliver copy certificates evidencing the same:
 - (a) Employer's Liability Insurance;
 - (b) Public Liability Insurance;

each with not less than a single limit cover to an adequate level of protection in respect of all risks which may be incurred by the Sponsor in performing its obligations under this Agreement but in no event less than [REDACTED] for a combined single limit.

SIGNED FOR AND BEHALF OF THE PARTIES



C6C1A2736ED1462

Name: Nicole Valentinuzzi
Title: Assistant Director, External
Relations
Duly authorised signatory
for the Authority

Signed by:



87C2ACAE7DA425

Name: 
Title: Finance Director
Duly authorised signatory
For Universal Pictures International UK &
Eire Limited

Privacy and Data Protection

Independent Controllers. Each Party ("**Controller Party**") acknowledges that it is an independent data controller with respect to Business Contact Data.

"**Business Contact Data**" is Personal Data of the other Party's Personnel Processed by Controller Party for the purpose of facilitating the Services and maintaining the business relationship.

Each Party represents and warrants that it shall limit the use of Business Contact Data to such purposes and shall comply with the provisions of the Data Protection Act 2018 as amended together with all its relevant subordinate legislation and any other data protection legislation for the time being in force (Privacy Laws), including but not limited to having and maintaining appropriate technical and organisational security measures to prevent and reduce the risk of any unauthorised or unlawful processing of personal data and accidental loss or destruction of, or damage to Business Contact Data.

Post-event email.

"**Authority Personal Data**" means personal data that Authority has collected or will collect directly from individuals as part of, or in order to provide, the Granted Rights in Appendix 2. .

2.1. Authority as Controller of Authority Personal Data. Authority is an independent data controller in respect of Authority Personal Data, in this case the data of individuals who have subscribed or consented to receive e-mail communications from the Authority in relation to their events.

2.2. Authority shall, and shall ensure that its personnel shall:

a. Only process personal data during the term of this Agreement to provide the Granted Rights in Appendix 2.

b. Comply with its obligations under Privacy Laws including (as applicable): (i) maintaining and complying with an appropriate and legally compliant privacy notice and providing it to the relevant individuals; (ii) obtaining any legally required consents or authorizations for Authority's processing of their personal data; (iii) providing notice if Authority can no longer meet its obligations under Privacy Laws, or this Addendum.

c. Only retain personal data for as long as is necessary for it to provide the Services, meet the requirements of applicable laws and fulfil its legitimate business purposes, provided that Authority (i) applies appropriate safeguards to protect such data in accordance with this Agreement, and (ii) deletes the data on the expiration of such period.

APPENDIX 1

GENERAL TERMS

- 1.1 The Sponsor shall pay the Sponsorship Costs in the manner and on the dates required by this Agreement as per Appendix 2.
- 1.2 In the event that the Sponsor fails to pay any fee or cost or meet any other obligation in accordance with this Agreement, the Authority may without prejudice to its other rights under this Agreement elect to withdraw the relevant element of the Benefits, offer an alternative or reduced Benefit(s) or deliver the Benefit(s) notwithstanding such late payment but recover the relevant sum(s) later.
- 1.3 No change to any of the Benefits shall entitle the Sponsor to reduce or refuse payment provided that, taken as a whole (including any additional or new facilities or benefits offered by the Authority), the package of benefits offered is not materially of less quality or extent than was determined as at the date of signing.
- 1.4 The Authority shall: (i) organise and stage or procure the organisation and staging of the Project at its sole cost and expense in accordance with the terms of this agreement and have in place the appropriate insurance policies, (ii) acknowledge the Sponsor's participation in the Project by incorporating the Sponsor's name and/or the Sponsor Logo on the literature, programmes, advertisements and posters if and to the extent as set out in the Commercial Terms. The Authority shall have the sole right of approving all such literature and materials but shall use reasonable endeavours to follow branding guidelines or instructions of Sponsor; (iii) shall comply with all applicable laws relevant to its performance of this agreement as well as any conditions attached to any licences or consents issued in connection with the Project.
- 1.5 The Authority may terminate this Agreement: (a) at any time and for any reason (or no reason), by giving the Sponsor notice in writing in such circumstances the Authority shall refund the Sponsor a proportion of the Sponsorship Costs representing any undelivered Benefits, less any reasonable and properly incurred expenses by the Authority in delivering the Granted Rights up to the termination date ; (b) if the Sponsor goes into liquidation, receivership, administrative receivership, administration, becomes insolvent or ceases trading or a petition is presented for its winding-up or bankruptcy; (c) if the Sponsor demonstrates or declares,

whether by words or its actions, that it shall not be paying the Sponsorship Costs and/or adhering to this Agreement; or (c) circumstances arise from which there is a risk of damage to the Authority by reason of the conduct of, or adverse publicity about the Sponsor, by giving the Sponsor notice in writing to bring the Agreement to an end immediately, in such circumstances the Authority shall refund the Sponsor pro rata any remaining Sponsorship Costs.

- 1.6 The Sponsor shall remain liable for the Sponsorship Costs in full in the event that it determines it no longer wishes to be associated with the Project; the Authority gives notice of termination to the Sponsor in the case of the Sponsor's breach of this Agreement; or liquidation, receivership, administrative receivership, administration, becoming insolvent, cessation of trading or the presentation of a petition for its winding-up or bankruptcy.
- 1.7 Either Party may give notice to terminate this Agreement in the event that the other: (a) breaches this Agreement and fails to remedy such breach within 14 days of notice given by the Party not in breach to the other; or (b) breaches this Agreement where such breach is not capable of remedy;
- 1.8 The Authority accepts no responsibility for any change to the Project including without limitation the cancellation of an event(s) or for any reason beyond the Authority's reasonable control, including without limitation, act of God, fire, national or local disaster.
- 1.9 Each party shall indemnify the other party in respect of all claims, damages, costs (including without limitation legal costs) howsoever and whensoever arising (including, without limitation, claims, damages and costs in respect of death, personal injury or damage to property resulting from any breach of this Agreement, negligence, or breach of statutory or other duty by the Sponsor or any person acting on its behalf which cannot be excluded by law.

The Parties acknowledge and agree that each party's indemnity in this Clause shall be limited to the amount of the Sponsorship Costs, save that the cap shall not apply to liability for death or personal injury caused by negligence or fraud.

Subject to the paragraph above, under no circumstances shall any party be liable to the other for any of the following, whether in contract, tort (including negligence) or otherwise:

- (a) loss of revenue or anticipated revenue;
- (b) loss of savings or anticipated savings;
- (c) loss of business opportunity;
- (d) loss of profits or anticipated profits;

(e) wasted expenditure; or

(f) any indirect or consequential losses.

- 1.10 The Sponsor hereby grants to the Authority a non-exclusive, non-transferable and royalty free licence to use the Sponsor Logo in relation to the Project. 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 the Authority, the Authority shall be entitled to continue to use the Sponsor Logo in its reporting of outcomes of the Project, general historical reporting of the Project and for archive purposes; and (b) following any earlier termination by the Sponsor the Authority shall be entitled to a reasonable period within which to remove the Sponsor Logo from Project related materials such period to be no less than two (2) calendar months.
- 1.11 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 Project, its name, get-up, logos, goodwill and reputation, and any related intellectual property rights, shall remain owned by the Authority, 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. In the event of termination, all rights of one Party to use the other Party's trademarks or other intellectual property ends immediately. Except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act (as determined by the Authority but the Authority shall consult and inform Sponsor of their reasoning and any redactions), the content of this Agreement is not Confidential Information and may be published.
- 1.12 Without limiting clause 1.9, the Sponsor shall indemnify and hold harmless the Authority against any claims, damages, costs (including (without limitation) legal costs), expenses, loss or damage incurred by Authority as a result of a claim or allegation that any promotional or other material infringes, by reason of incorporating any of the Sponsor's marks or any content (such as text, graphics or photography) supplied by the Sponsor infringes the intellectual property rights of a third party.
- 1.13 The Sponsor undertakes to maintain in strictest confidence and not to disclose to any third party without the prior written consent of the Authority any trade or business secret or other information by its nature or expressed to be confidential supplied by the Authority to the Sponsor.
- 1.14 The Sponsor shall not, and shall procure that it shall not pay any commission, fees or grant any rebates to any employee, officer or agent of the Authority nor favour employees, officers or agents of the Authority with gifts or entertainment of significant cost or value nor enter into any

business arrangement with employees, officers or agents of the Authority without the Authority's written approval. Both Parties shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it.

- 1.15 Any notice, demand or communication required to be given in connection with this Agreement will be in writing and may be delivered by hand, prepaid recorded delivery first class post or facsimile addressed to the recipient at its registered office or any other address (including a facsimile number) notified to the other Party in writing in accordance with this paragraph as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served if delivered by (a) hand, at the time of delivery; or (b) post, 2 business days after being posted or in the case of airmail 14 business days after being posted.

For the purposes of this paragraph the Parties email addresses are set out below

@london.gov.uk

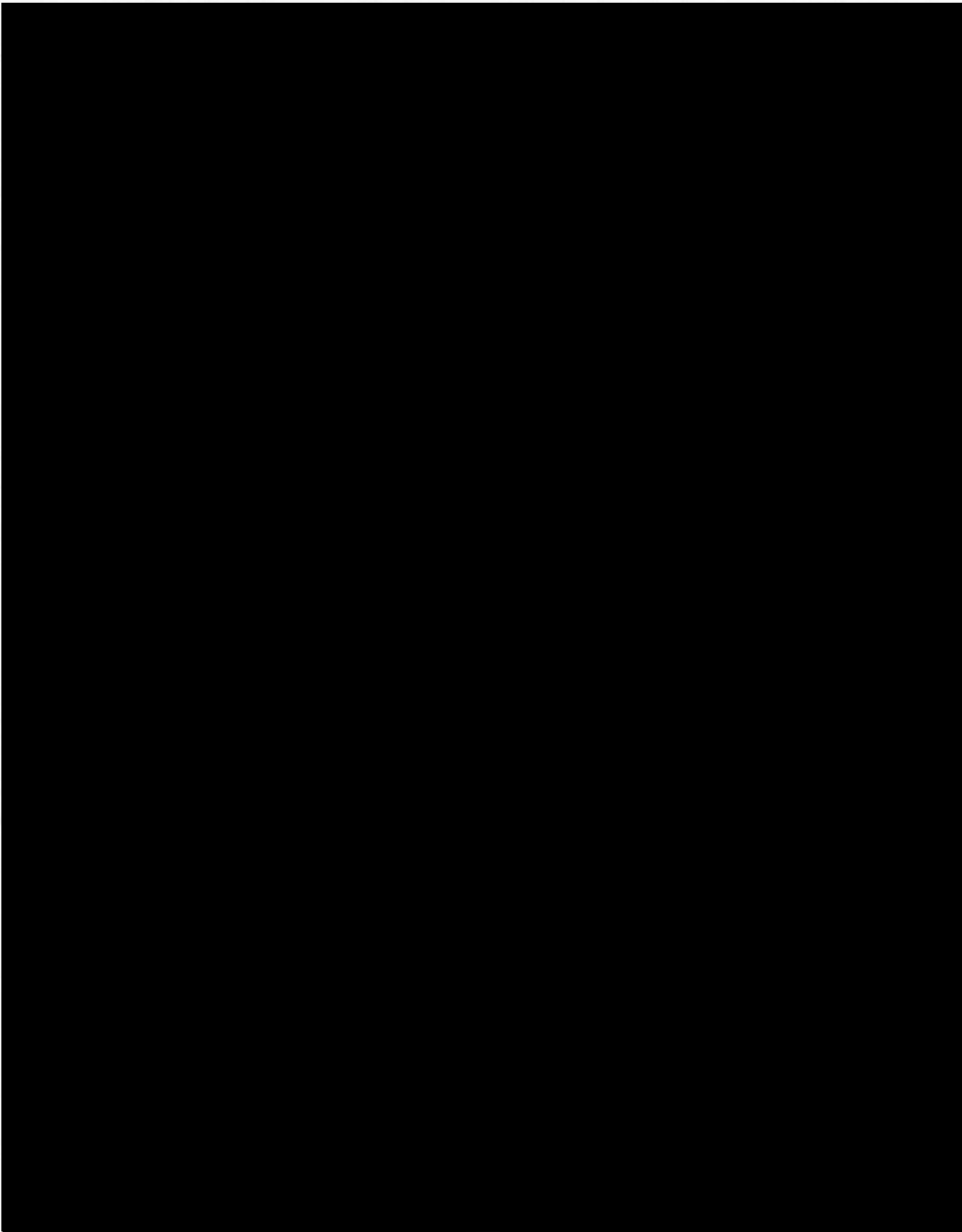


Either Party shall notify the other of any change to its email address.

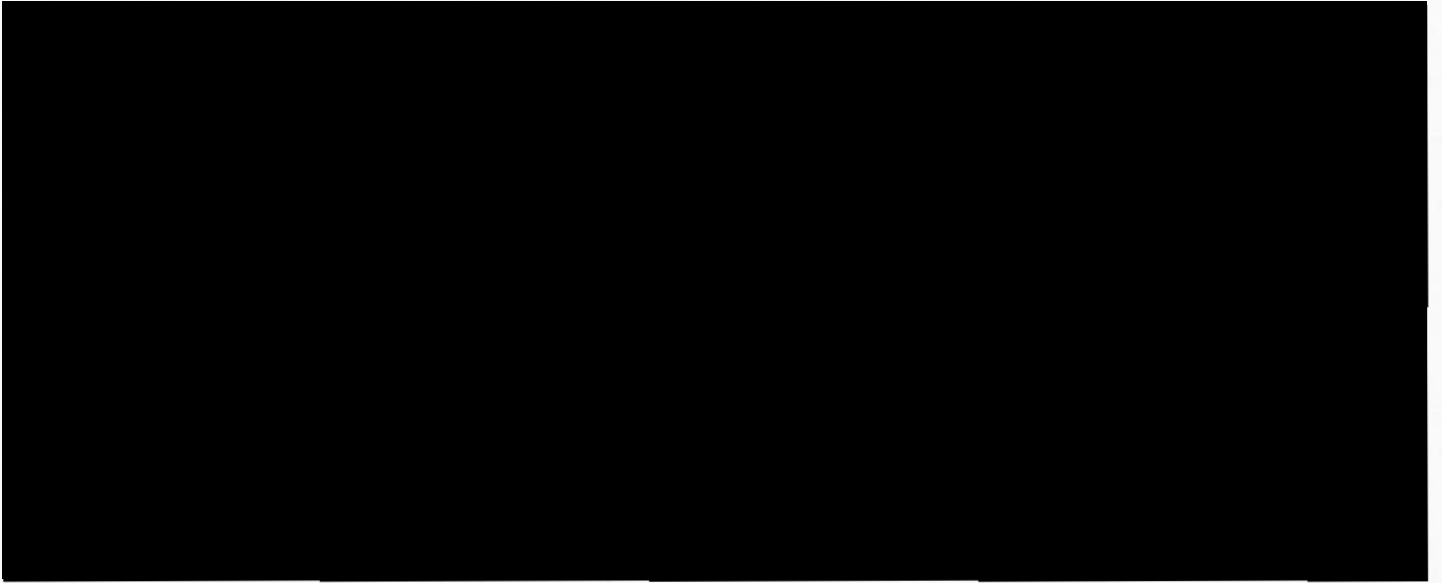
- 1.16 The Agreement is personal to the Sponsor who may not assign nor otherwise transfer any rights or obligations under this Agreement without the prior written consent of the Authority.
- 1.17 If any provision of this Agreement shall be held to be invalid, illegal or unenforceable for any reason the validity of the remaining provisions shall not be affected.
- 1.18 No waiver of any provision of this Agreement shall be effective unless expressly stated to be waived and communicated in writing to the other Party.
- 1.19 Nothing in this Agreement shall constitute or be deemed to constitute any partnership or agency arrangement between the Parties.
- 1.20 Save that any subsidiary (as defined in section 1159 of the Companies Act 2006) of the Authority has the right to enforce the terms of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999 ("**Third Party Act**"), the Parties do not intend that any of the terms of this Agreement shall be enforceable by virtue of the Third Party Act by any person not a party to it provided always that the Parties are entitled to vary or rescind this Agreement without the consent of any other person including such Authority subsidiaries.
- 1.21 Any variation to this Agreement must be agreed by both Parties and shall be recorded in writing.

- 1.22 The laws of England govern this Agreement and the Parties shall submit to the exclusive jurisdiction of the English courts.

APPENDIX 2



APPENDIX 3



NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (this "Agreement") effective as of 30.10.2025 (the "Effective Date"), is made and entered into by and between:

- (1) Universal Pictures International UK + Eire Limited with company number 05928737 of 1 Central St Giles, St Giles High Street, London, WC2H 8NU ("Universal"); and
- (2) Greater London Authority ("GLA"), of City Hall, Kamal Churchie Way, London, E16 IZE

Universal and the GLA are referred to individually as "Party" or collectively as "Parties."

In consideration of the mutual promises and covenants contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree:

1. Business Purpose.

Universal and the GLA wish to explore a business opportunity of mutual interest in relation to a co-promotional campaign for the motion picture 'Wicked For Good'. In connection with the foregoing, Universal may disclose to the GLA, and the GLA may disclose to Universal, certain confidential creative, technical and business information that the Disclosing Party requires the Receiving Party to treat as confidential.

2. "Confidential Information" means any and all information disclosed by one Party to the other Party, either directly or indirectly, in writing, orally, by inspection of tangible objects, or by observation of systems, methods, processes, designs, concepts, devices, improvements, technologies and other ideas, including, without limitation, operating plans, financial information, trade secrets and know how, results and proceeds, customer, employee, ownership and supplier information, marketing materials, creative concepts, plots, characters, research efforts, technical information, images, computer programs, dramatic, graphic, literary and musical material, hardware, processes and any other information relating to the creative projects, technology and the business of the Disclosing Party (as defined below).

"Disclosing Party" means the Party to this Agreement which discloses or makes available directly Confidential Information;

"Receiving Party" means the Party to this Agreement which receives or obtains directly Confidential Information from the Disclosing Party.

Confidential Information may also include information disclosed to the Disclosing Party by third parties. Confidential Information shall not, however, include any information which the Receiving Party can establish: (a) is publicly known prior to the time of disclosure to the receiving Party; (b) becomes publicly known through no action or inaction of the Receiving Party; (c) is in the possession of the Receiving Party, without confidentiality restrictions, at the time of disclosure by the Disclosing Party; or (d) is independently developed by the Receiving Party without reference or access to the disclosing Party's Confidential Information.

3. Non-Use and Non-Disclosure.

The Receiving Party hereby agrees not to use any Confidential Information for any purpose other than the Business Purpose. The Receiving Party hereby agrees not to disclose any Confidential Information to third parties or to employees of the Receiving Party, except:

- to its directors, officers, employees, or professional advisers who need to know such information for the Business Purpose and who are subject to confidentiality obligations no less stringent than those set out in this Agreement;
- where required by law, regulation, or order of a court of competent jurisdiction;
- where required to be disclosed to the Mayor of London or other statutory office-holder.

The Receiving Party shall not modify, adapt, alter, translate, reverse engineer, disassemble, create derivative works of, or decompile any prototypes, software, or other tangible objects that embody any Confidential Information.

The Receiving Party shall not disclose any Confidential Information by way of its use as input training data and/or as prompts in any generative artificial intelligence tooling or technologies.

Neither Party shall issue or authorise any publicity, public statement, or news story relating to the Confidential Information or the existence of this Agreement without the prior written consent of the other Party, except as required by law, regulation, or public duty.

Nothing in this Agreement shall prevent the GLA from complying with its statutory obligations, including disclosures under the Freedom of Information Act 2000 or to the Mayor of London.

If either Party is required by legal process to disclose any Confidential Information, said Party shall not be in breach of this Agreement, but shall provide the other Party with prompt prior written notice thereof so that the other Party may seek a protective order or other appropriate remedy. Each Party shall reasonably cooperate with the other Party's application for a protective order or other remedy. In any event, said Party shall disclose only that portion of the Confidential Information that said Party is legally required to disclose. For the avoidance of doubt, Universal's obligations to keep Confidential Information confidential shall not be deemed to be breached by any disclosure by NBCUniversal or an affiliate in the course of their business of disseminating news; provided that the individuals involved in such dissemination received such Confidential Information from a source other than the personnel of Universal or its employees or representatives associated with this Agreement and its Business Purpose.

4. Maintenance of Confidentiality.

The Receiving Party hereby agrees that it shall take all reasonable measures to protect the Confidential Information, including measures that the receiving Party takes to protect its own most highly confidential information. The Receiving Party shall be responsible for any breach of this Agreement by any of its employees, agents or representatives and shall ensure that such persons are made aware of and comply with the confidentiality obligations herein. The Receiving Party shall promptly notify the Disclosing Party in writing upon becoming aware of any unauthorized use or disclosure of any Confidential Information and shall provide reasonable assistance to the Disclosing Party to mitigate the effects of such breach and prevent further unauthorised disclosure.

5. No Obligation.

Nothing in this Agreement shall obligate Universal or the GLA to proceed with any transaction or engagement between them, in connection with the Business Purpose.

Universal or the GLA reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Business Purpose, by giving written notice to the other Party. Notwithstanding the foregoing, if the GLA is performing work for Universal under a separate agreement, this Agreement shall not provide a basis for the GLA to terminate, suspend, or otherwise halt such performance under that separate agreement.

6. Disclaimer and Waiver.

All Confidential Information is provided without any express or implied representation or warranty and the Disclosing Party shall not be liable for any reliance placed on such information, except in cases of fraud or wilful misconduct. The Receiving Party acknowledges and agrees that in connection with the Business Purpose, the Disclosing Party may receive or develop materials similar to those disclosed under this Agreement. Nothing in this Agreement shall restrict either Party from independently developing or using similar ideas, provided such use does not breach this Agreement.

Each Party hereby agrees that any violation or threatened violation of this Agreement could cause irreparable harm to the Disclosing Party, entitling the Disclosing Party to seek injunctive relief in addition to all other remedies available to it under law or equity without posting a bond or other surety without proof of special damage.

Notwithstanding the above, the GLA hereby irrevocably waives any right to seek and/or obtain rescission, equitable and/or injunctive relief related to Universal or its related entities' production, distribution, license and/or exploitation of any motion picture, television program, commercial or other creative content; and the GLA's sole and exclusive remedy in connection therewith shall be an action for damages.

7. Return of Materials.

All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of the Receiving Party shall be and remain the property of the Disclosing Party and shall be immediately returned to the Disclosing Party upon the Disclosing Party's request. Notwithstanding the foregoing, the Receiving Party shall be permitted to retain one copy of such materials as may be necessary to document its consideration of any potential transaction solely for archival or litigation purposes; and the Receiving Party shall not be required to destroy or erase any electronic copy of such materials that is created pursuant to its standard electronic backup and archival procedures. All Confidential Information that is not returned or destroyed shall remain subject to this Agreement for so long as such materials are retained by the Receiving Party.

8. No License.

Nothing in this Agreement is intended to grant any rights to the Receiving Party under any patent, copyright, or any other intellectual property or proprietary right of the Disclosing Party, nor shall this Agreement grant the Receiving Party any rights in or to any Confidential Information except as expressly set forth in this Agreement.

9. Term.

This Agreement shall survive for a period of 6 years or until time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving Party.

10. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument. A signed copy of the Agreement transmitted by any means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

11. Miscellaneous.

11.1 This Agreement shall bind and inure to the benefit of the Parties and their successors and permitted assigns. No assignment or transfer of this Agreement or any rights or obligations under it shall be effective without the prior written consent of the other Party, except where such assignment is required by law or regulation applicable to a public authority.

11.2 This Agreement shall be governed by the laws of England and Wales without reference to conflict of laws principles. The Parties hereby expressly and irrevocably consent to the exclusive jurisdiction and venue of the courts of England and Wales for any claim arising out of, related to, or in connection with this Agreement.

11.3 This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, warranties, guarantees, promises and other understandings of the Parties.

11.4 Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof.

11.5 This Agreement may not be amended, nor any obligation waived, except by a writing signed by duly authorized representatives of both Parties.

11.6 Neither Party shall assign this Agreement, nor assign or delegate any rights or obligations hereunder, in whole or in part, without the prior written permission of a duly authorized representative of the other Party. Any attempted assignment in violation of the previous sentence shall be null and void. For the avoidance of doubt, a Party shall not be deemed to consent to any assignment unless expressly agreed in writing by an authorised representative.

11.7 This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision hereof, the Parties shall add as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible to be valid and enforceable.

11.8 Each Party is not and shall not be deemed to be the legal representative or agent of the other Party for any purpose whatsoever, and neither Party is authorized by the other Party to transact business, incur obligations (either express or implied), bill goods, or otherwise act in any manner, in the name or on behalf of the other Party, or to make any promise, warranty, or representation in the name or on behalf of the other Party, except as expressly permitted in this Agreement.

11.9 The language of this Agreement shall be construed simply and according to its fair meaning, and shall not be construed for or against any Party as a result of the source of its draftsmanship.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative as of the Effective Date.

Universal

Signed by: 
By: _____
Name: 
Title: Finance Director
Authorized Signatory

Greater London Authority

By: 
Name: 
Title: Strategic Partnerships Manager
Authorized Signatory