

COLLABORATION AGREEMENT

for

Gnewt Cargo/GLA Commercial Electric Vehicle Trial

Application number 81163-513165

DRAFT

COLLABORATION AGREEMENT

Gnewt Cargo/GLA Commercial Electric Vehicle Trial

THIS AGREEMENT is made on 21st March 2017

Between

1. **GNEWT CARGO LTD.**, a company registered in England, registered number **06467967** and having an office at Hersham Place Technology Park, Molesey Road, Walton on Thames, KT12 4RZ ("**Gnewt**"), and
2. **GREATER LONDON AUTHORITY** of City Hall, The Queen's Walk, More London, London, SE1 2AA, UK ("**GLA**")

(together, the "Parties", and each a "Party").

BACKGROUND

WHEREAS:

- A. The Sponsor has agreed to offer the Parties the Grant in connection with the Project subject to the terms and conditions of the Grant Offer.
- B. The Purpose of this Agreement is to set out the terms and conditions that will govern the rights and obligations of the Parties in relation to the Project in respect of which they wish to co-operate

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions in this Agreement, the Parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 The words and phrases below shall have the following meanings:

Affiliates any entity directly or indirectly controlling or controlled by or in common control with such entity, where "control" is defined as the ownership of at least fifty percent (50%) of the equity or beneficial interests of such entity, or the right to vote for or appoint a majority of the board of directors or other governing body of such entity;

Background IP IP (other than Foreground IP) authored and owned by a Party or any third party, being work not prepared or developed for the purposes of this Agreement, of which title to the applicable IP shall remain vested in that Party or the relevant third party .

Chairman the person appointed upon the mutual agreement of the Project Partner and the Lead Partner as the Chairman of the Steering Committee of the Project.

Confirmation Letter	the confirmation letter sent by the Sponsor to the Lead Partner following the Parties' completion of the Acceptance of Offer conditions set out in the Grant Offer. The Confirmation Letter may include additional conditions from the Sponsor in respect of the Project. The Grant Offer becomes binding on the Parties once the Confirmation Letter has been signed, returned by the Lead Partner and received by the Sponsor]. Contributions the financial contributions as set out in the itemised budget contained within Schedule A
Foreground IP	IP created during the performance of and for the purpose of this Agreement.
Grant	an amount up to a maximum of £1,105,178 (one million one hundred and five thousand one hundred and seventy-eight pounds).
Grant Offer	the grant offer contained in the Sponsor's letter to the Lead Partner dated 20 January 2017, and attached at Schedule B.
Insolvency Event	<p>any of the following:</p> <ul style="list-style-type: none"> (a) either or both of a Party's or its Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order; (b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of a Party's or its Holding Company; (c) being a company, either or both of a Party's or its Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency); (d) either or both of a Party's or its Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986; (e) being an individual or firm, a Party becoming bankrupt or dying;

- (f) any similar event to those in (a) to (e) above occurring in relation to either or both of a Party or its Holding Company under the law of any applicable jurisdiction for those purposes;

IP	Inventions; patents and patent applications; design (whether registered or not); utility models; know-how; copyright in text, drawings, computer software and photographs.
Lead Partner	Gnewt Cargo Limited
Monitoring Officer	the individual appointed by the Sponsor to monitor the progress of the Project on behalf of the Sponsor.
Project	the Gnewt Cargo Commercial Electric Vehicle Trial funded by the Sponsor to be undertaken by the Parties in accordance with the Grant Offer and this Agreement.
Project End Date	April 2019, or as agreed in writing between the Sponsor and the Parties.
Project Manager	the person appointed from time to time in accordance with Clause 3.8, who is responsible for the overall management of the Project.
Project Start Date	1 st April 2017, or the date on which the Confirmation Letter, which may include additional conditions from the Sponsor in respect of the Project [which will become binding on the Parties once acceptance of the Confirmation Letter has been signed, returned by the Lead Partner and received by the Sponsor has been signed and returned by the Lead Partner to the Sponsor.
Project Partner	Greater London Authority
Project Partner Group	shall mean the GLA, TfL, the Mayor's Office for Policing and Crime, the London Fire and Emergency Planning Authority, London Legacy Development Corporation and the Old Oak and Park Royal Development Corporation (" Functional Bodies ") each in their own right and as holding companies of all of their subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any " member of the Project Partner Group " shall refer to the GLA, any Functional Body or any such subsidiary.

Project Partner Premises	any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the Project Partner Group
Project Plan	the second level plan document identifying the aims, objectives and methodology of the Project and as agreed with the Monitoring Officer at the start of the Project and submitted to the Sponsor in accordance with the Grant Offer.
Sponsor	Innovate UK, the Technology Strategy Board, an Executive Non-Departmental Public Body created under the Science and Technology Act 1965 and established by Royal Charter (English Company Number RC000818) whose registered office is at North Star House, North Star Avenue, Swindon, SN2 1UE;
TfL	Transport for London, a statutory corporation established under the Greater London Authority Act 1999.
Steering Committee	the individuals appointed by each of the Parties, pursuant to Clause 3 of this Agreement, in order to supervise the conduct of the Project

1.2 In this Agreement, unless otherwise expressly provided or unless the context otherwise requires:-

- 1.2.1. references to the singular include the plural and vice versa;
- 1.2.2. references to words denoting any gender shall include all genders;
- 1.2.3. references to persons include companies, partnerships, government departments and agencies and all other forms of body corporate or unincorporated;
- 1.2.4. references to Clauses and Schedules are to Clauses of, and Schedules to, this Agreement;
- 1.2.5. references to laws and statutory provisions shall include reference to any subordinate legislation made pursuant thereto and shall be construed as referring to those laws, provisions and subordinate legislation as respectively amended or re-enacted from time to time;
- 1.2.6. headings of this Agreement are for ease of reference only and are not part of this Agreement for the purposes of interpretation or construction;
- 1.2.7. any undertaking by a Party not to do an act or thing shall be deemed to include an undertaking not to permit or suffer such act or thing to be done by another person;
- 1.2.8. references to the Parties include their respective successors in title, permitted assigns and legal personal representatives;
- 1.2.9. references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule; and

1.2.10. the Schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement

2 PURPOSE AND SCOPE

- 2.1 The Project shall be undertaken at all times by the Parties in accordance with the terms and conditions of the Grant Offer.
- 2.2 Subject to Clause 2.1, the provisions of this Agreement shall govern the rights and obligations of the Parties. These obligations include their respective Contributions, the management structure and all other terms of collaboration and co-operation to be complied with in connection with the Project.
- 2.3 In the event of any conflict between the provisions of this Agreement and the provisions of the Grant Offer, the provisions of the Grant Offer will prevail.
- 2.4 The Parties agree to co-operate and collaborate [to achieve the Project

3 PROJECT MANAGEMENT

- 3.1 Each Party shall appoint one individual to the Steering Committee. The nominated individual and any changes thereto shall be notified in writing to the other Party.
- 3.2 All significant matters relating to the Project will be decided upon by the Steering Committee that shall also put in place any structure to manage the Project that it agrees.
- 3.3 Representatives from both Parties to this Agreement or their proxies must be present for the quorum of a steering Committee to be observed.
- 3.4 The Steering Committee will meet every three (3) months at venues to be agreed or at any time when reasonably considered necessary at the request of a Party. Meetings shall be convened with at least fourteen (14) days' prior written notice, which notice shall include an agenda. Minutes of the meetings of the Steering Committee shall be drafted by the Project Manager and transmitted to the Parties without delay and in any event within fourteen (14) days of the meeting. The minutes shall be considered as accepted by the Parties if, within thirty (30) days from the date of the meeting, no Party has objected in writing to the Project Manager.
- 3.5 The Project Manager will prepare progress reports as required by the Sponsor in accordance with the Grant Offer and a draft of each report will be circulated to each member of the Steering Committee along with the written notice for the relevant meeting.
- 3.6 Each Party shall, through one of its representatives (or the representatives designated proxy), have one vote in the Steering Committee. Decisions will be taken by a majority vote of a meeting of the Steering Committee. The quorum requirements for voting representatives shall apply to this Clause 3.6. Decisions will be taken by unanimous agreement (absolute majority) of all parties present. Where agreement cannot be met between both parties, the final decision will be determined by the Monitoring officer appointed by Innovate UK (the sponsor)
- 3.7 The Chairman shall attend all meetings of the Steering Committee. In the event that the Chairman cannot attend a meeting of the Steering Committee, the Chairman shall be entitled to appoint a replacement to attend in his absence provided that such replacement shall be agreed by the Parties in advance.

- 3.8 The Project Partner will appoint the Project Manager, and should he resign, retire or otherwise be unwilling or unable to fulfil the duties, then the Project Partner shall appoint such other person to take his/her place from time to time and will notify the Lead Partner accordingly, and seek approval from Steering Committee representatives.
- 3.9 The Project Manager will:
- 3.9.1 attend all Steering Committee meetings;
 - 3.9.2 be the primary contact for and with the Sponsor and the Parties to the Project;
 - 3.9.3 be responsible to the Steering Committee for the day-to-day management of the Project;
 - 3.9.4 be responsible for financial administration of the Project as required in the Grant Offer;
 - 3.9.5 be responsible for implementing decisions taken by the Steering Committee; and
 - 3.9.6 monitor the progress of the Project with respect to milestones and deliverables as set out in the Project Plan.
- 3.10 Each Party shall submit technical information and monthly progress reports where appropriate to the Project Manager to enable the Project Manager to satisfy the progress and reporting requirements of the Sponsor as set out in the Grant Offer. For the Project Manager's quarterly reports each party shall submit technical information and progress reports where appropriate within fourteen (14) days of the quarter end.

4 DURATION

This Agreement shall remain in full force and effect from the Start Date for the duration of the Project in accordance with the terms and conditions of this Agreement unless earlier terminated in accordance with the provisions of Clause 11.

5 RESPONSIBILITIES AND LIABILITIES

- 5.1 Each Party shall make its respective Contributions to the Project as set out in the Project Plan. The Contributions of the Parties may be amended, and the Contribution of the Lead Partner may be amplified or extended from time to time during the course of the Project. Any such change shall be agreed with that Party by the Steering Committee and recorded in the Project Plan amendments, as produced by the Project Manager, to record variations to the scope and progress of the Project. The Project Partner shall not be required to make any payment in excess of the actual amounts it receives individually from the Sponsor as set out in the Grant Offer.
- 5.2 Each Party confirms that it will act in good faith when complying with its respective obligations under this Agreement.
- 5.3 The Lead Partner warrants, represents and undertakes to the Project Partner that:

- 5.3.1 all materials, equipment and vehicles (“**Project Equipment**”) used or supplied by the Lead Partner in connection with the Project [have being tested, are free from defects, meet all safety requirements and comply with all applicable laws and regulations in force in England and Wales from time to time for Project Equipment of that type for the duration of the Project];
 - 5.3.2 it has obtained and maintains consents, licences and permissions (statutory, regulatory, contractual or otherwise) that are necessary for the Parties to use the Project Equipment in connection with the Project;
 - 5.3.3 the Project Equipment shall not infringe any IP or any other legal or equitable right of any person; and
 - 5.3.4 it shall only use employees, agents, consultants and sub-contractors (“Personnel”) in connection with the Project who are suitably qualified, competent, properly managed and supervised where required.
- 5.4 Without prejudice to any of the Project Partner’s other rights, powers or remedies, the Project Partner may (without liability to the Lead Partner) deny access to any Lead Partner’s Personnel to any Project Partner Premises and/or require that any Lead Partner’s Personnel be immediately removed from performing the Project if such Lead Partner’s Personnel in the Project Partner’s view have not been properly trained in any way required by this Agreement, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Project Partner shall notify the Lead Partner of such denial and/or requirement in writing and the Lead Partner shall comply with such notice and provide a suitable replacement
- 5.5 Each Party warrants and represents that:
- 5.5.1 they have the full right and power to enter into, and fully perform this Agreement in accordance with its provisions;
 - 5.5.2 the execution, delivery, and performance of this Agreement will not violate the provisions of any agreement to which it is a party; and
 - 5.5.3 they are independent parties.
- 5.6 Each Party shall use reasonable care and skill in performing its obligations.
- 5.7 To enable the Parties to maximise the benefits of their collaboration and without prejudice to Clause 3, each Party shall:
- 5.7.1 engage the other in planning discussions in relation to the Project from time to time;
 - 5.7.2 keep the other Party informed about its own progress in relation to the Project; and
 - 5.7.3 facilitate regular discussions between appropriate members of its Personnel and those of the other Party in relation to the Project, including in relation to:
 - 5.7.3.1 performance and issues of concern in relation to the Project;

- 5.7.3.2 new developments and resource requirements;
 - 5.7.3.3 compliance with deadlines; and
 - 5.7.3.4 such other matters as may be agreed between the Parties from time to time.
- 5.8 Each Party shall comply with requests for information from the Monitoring Officer and make best endeavours to provide reports, grant claims and audits in a timely and accurate fashion.
- 5.9 Each Party shall supply to the other Party information and assistance reasonably requested by it relating to the Project as is necessary to enable that other party to perform its own obligations in relation to the Project;
- 5.10 A Party's liability for death or personal injury caused by negligence, or any other matter that cannot be excluded by law, shall be unlimited.
- 5.11 Subject to Clause 5.10, the liability of each Party to another Party in contract, tort (including negligence), misrepresentation (whether innocent or negligent) under this Agreement shall not exceed the total grant amount received by that Party under the Agreement in connection with the Grant Offer, or such other sum as may be mutually agreed between the Parties in writing.
- 5.12 Subject to Clause 5.10, no Party shall be liable to any other Party for any claims for indirect or consequential loss or damages such as, but not limited to, loss of profit, revenue, contracts or the like.
- 5.13 In the event of a claim from the Sponsor against the Project as a whole that cannot be attributed to any one Party in particular such liability shall be borne by the Parties severally pro rata to the total grant amount received by the Parties up to the limit prescribed in Clause 5.11 and subject to the terms and conditions of the Grant Offer.
- 5.14 [The Lead Partner agrees to be responsible for any additional costs and expenses exceeding the Grant that are required in respect of the Project, and that are not caused by the Project Partner.
- 5.15 The Lead Partner shall indemnify the Project Partner for any liability arising in respect of its state aid obligations under Clause 9 of the Grant Offer attached at Schedule B.

6 COMPLIANCE WITH POLICIES AND LAW

- 6.1 The Lead Partner, at no additional cost to the Project Partner:
 - 6.1.1 undertakes to procure that all the Lead Partner's Personnel comply with all of the Project Partner's policies and standards that are relevant to the performance of the Project, (including the Project Partner's Dignity at Work policy as updated from time to time and with the Project Partner's Code of Ethics as updated from time to time, The Project Partner shall provide the Lead Partner with copies of such policies and standards on request;
 - 6.1.2 shall provide the Project in compliance with and shall ensure that the Lead Partner's Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives,

European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either or both of the Lead Partner's or the Project Partner's business, from time to time in force which are or may become applicable to the Project. The Lead Partner shall promptly notify the Project Partner if the Lead Partner is required to make any change to the Project for the purposes of complying with its obligations under this Clause 6.1.2;

6.1.3 without limiting the generality of Clause 6.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;

6.1.4 acknowledges that the Project Partner is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a "**Relevant Protected Characteristic**") (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Project, the Lead Partner shall assist and cooperate with the Project Partner where possible in satisfying this duty;

6.1.5 where possible, shall provide the Project in such a manner as to:

6.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;

6.1.5.2 eliminate unlawful discrimination; and

6.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation;

6.1.6 the Lead Partner shall:

6.1.6.1 on entering into any contract with a sub-contractor in relation to the Project, impose obligations upon the sub-contractor to comply with this Clause 6.1.6 as if the sub-contractor were in the position of the Lead Partner;

6.1.6.2 provide to the Project Partner, upon request, such evidence as the Project Partner may require for the purposes of determining whether the Lead Partner has complied with this Clause 6.1.6. In particular, the Lead Partner shall provide any evidence requested within such timescale as the Project Partner may require, and cooperate fully with the Project Partner during the course of the Project Partner's investigation of the Lead Partner's compliance with its duties under this Clause 6.1.6; and

6.1.6.3 inform the Project Partner forthwith in writing should it become aware of any proceedings brought against it in connection with the Project by any person for breach of the Equality Act 2010.

- 6.1.7 without prejudice to any other provision of this Clause 6.1 or the Schedules, comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Lead Partner from time to time. For the purposes of this Clause 6.1.7, "**Traffic Manager**" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;
- 6.1.8 shall promptly notify the Lead Partner's Personnel and the Project Partner of any health and safety hazards that exist or may arise in connection with the performance of the Project;
- 6.1.9 without limiting the generality of Clause 6.1.2, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it; and
- 6.1.10 where applicable to the Lead Partner and without limiting the generality of Clause 6.1.2, shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

In all cases, the costs of compliance with this Clause 6.1 shall be borne by the Lead Partner.

- 6.2 In providing the Project, the Lead Partner shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Lead Partner's activities may impact on the environment) to the need to:
 - 6.2.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;
 - 6.2.2 enhance the environment and have regard to the desirability of achieving sustainable development;
 - 6.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and
 - 6.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

WORK RELATED ROAD RISK

- 6.3 For the purposes of Clauses 6.3 to 6.11 (inclusive) of this Agreement, the following expressions shall have the following meanings:

"Bronze Accreditation" the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at www.fors-online.org.uk;

"Car-derived Vans" a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;

“Collision Report”	a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
“Delivery and Servicing Vehicle”	a Lorry, a Van or a Car-derived Van;
“Driver”	any Personnel of the Lead Partner (including an agency driver), who operates Delivery and Servicing Vehicles on behalf of the Lead Partner while delivering the services in connection with the Project;
“DVLA”	Driver and Vehicle Licensing Agency;
“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
“FORS Standard”	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at www.fors-online.org.uk ;
“Gold Accreditation”	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at www.fors-online.org.uk ;
“Lorry”	a vehicle with an MAM exceeding 3,500 kilograms;
“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
“Side Guards”	guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;
“Silver Accreditation”	the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at www.fors-online.org.uk ; and
“Van”	a vehicle with a MAM not exceeding 3,500 kilograms.

Fleet Operator Recognition Scheme Accreditation

- 6.4 Where the Lead Partner operates Delivery and Servicing Vehicles to perform the Project, it shall within 90 days of the Start Date:
- 6.4.1 (unless already registered) register for FORS or a scheme, which in the reasonable opinion of TfL, is an acceptable substitute to FORS (the “**Alternative Scheme**”); and
 - 6.4.2 (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Lead Partner has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Safety Equipment on Vehicles

- 6.5 The Lead Partner shall ensure that every Lorry, which it uses to perform the Project, shall:
- 6.5.1 have Side Guards, unless the Lead Partner can demonstrate to the reasonable satisfaction of the Project Partner and TfL that the Lorry will not perform the function for which it was built if Side Guards are fitted;
 - 6.5.2 have front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of fully operational direct and indirect vision aids and driver audible alerts;
 - 6.5.3 have equipment fitted with an audible means of warning other road users of the Lorry’s left manoeuvre; and
 - 6.5.4 have prominent signage on the Lorry to warn cyclists and other road users of the dangers of passing the Lorry on the inside and of getting too close to the Lorry.

Driver Licence Checks

- 6.6 Where the Lead Partner operates Delivery and Servicing Vehicles to perform the Project the Lead Partner shall ensure that:
- 6.6.1 it has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Driver’s licence; and
 - 6.6.2 each of its Drivers engaged in the provision of the Project has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the Project and that the driving licence check with the DVLA or equivalent authority is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences only), or the Lead Partner’s risk scale, provided that the Lead Partner’s

risk scale has been approved in writing by TfL within the last 12 months:

- 6.6.2.1 0 – 3 points on the driving licence – annual checks;
- 6.6.2.2 4 – 8 points on the driving licence – six monthly checks;
- 6.6.2.3 9 – 11 points on the driving licence – quarterly checks; or
- 6.6.2.4 12 or more points on the driving licence – monthly checks.

Driver Training

- 6.7 Where the Lead Partner operates Delivery and Servicing Vehicles to perform the Project the Lead Partner shall ensure that each of its Drivers undergo approved progressive training (to include a mix of theoretical, e-learning, practical and on the job training) and continued professional development to include training covering the safety of vulnerable road users and on-cycle hazard awareness, throughout the duration of this Agreement.

Collision Reporting

- 6.8 Where the Lead Partner operates Delivery and Servicing Vehicles to perform the Project, the Lead Partner shall:
 - 6.8.1 ensure that it has a system in place to capture, investigate and analyse road traffic collisions that results in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and
 - 6.8.2 within 15 days of the Start Date, provide to the GLA and/or TfL a Collision Report. The Lead Partner shall provide to the GLA and/or TfL an updated Collision Report within five (5) working days of a written request from the GLA and/or TfL.

Self Certification of Compliance

- 6.9 Where the Lead Partner operates Delivery and Servicing Vehicles to perform the Project, within 90 days of the Start Date, the Lead Partner shall make a written report to the GLA and/or TfL detailing its compliance with Clauses 6.5, 6.6 and 6.7 of this Agreement (the “**WRRR Self-certification Report**”). The Lead Partner shall provide updates of the WRRR Self-certification Report to the Project Partner and TfL on each three month anniversary of its submission of the initial WRRR Self-certification Report.

Obligations of the Lead Partner Regarding Sub-contractors

- 6.10 The Lead Partner shall ensure that those of its sub-contractors who operate Delivery and Servicing Vehicles to perform the Project shall:
 - 6.10.1 comply with Clause 6.4; and
 - 6.10.2 where its sub-contractors operate the following vehicles to perform the Project shall comply with the corresponding provisions of this Agreement:

6.10.2.1 For Lorries – Clauses 6.5, 6.6, 6.7 and 6.8; and

6.10.2.2 For Vans – Clauses 6.6, 6.7 and 6.8,

as if those sub-contractors were a party to this Agreement.

Failure to Comply with Work Related Road Risk Obligations

6.11 Without limiting the effect of any other clause of this Agreement relating to termination, if the Lead Partner fails to comply with Clauses 6.4, 6.5, 6.5, 6.7, 6.8, 6.9 and 6.10:

6.11.1 the Lead Partner has committed a material breach of this Agreement; and

6.11.2 the GLA and/or TfL may refuse the Lead Partner and its Personnel and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the GLA and/or TfL for any purpose (including but not limited to deliveries).

7 [INSURANCE

7.1 The Lead Partner will at its sole cost maintain [public liability / employer's liability and motor insurance cover] as required by law and insurance cover in the sum of not less than [£5 million] per claim (in terms approved by the Project Partner) in respect of the following to cover the Lead Partner's performance in respect of the Project (the "**Insurances**") and will ensure that the Project Partner's interest is noted on each and every policy or that any public liability, product liability or employer's liability insurance includes an Indemnity to Principal clause:

7.1.1 public liability to cover injury and loss to third parties;

7.1.2 insurance to cover the loss or damage to any item related to the Project;

7.1.3 product liability; and

7.1.4 professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the public liability insurance referred to in Clause 7.1.1 [or, if applicable, the product liability insurance referred to in Clause 6.1.3.] Any professional indemnity insurance or "financial loss" extension shall be renewed for a period of 6 years (or such other period as the GLA may stipulate) following the expiry or termination of this Agreement.

7.2 The insurance cover will be maintained with a reputable insurer.

7.3 The Lead Partner will produce evidence to the Project Partner on reasonable request of the insurance policies set out in Clause 7.1 and payment of all premiums due on each policy.

7.4 The Lead Partner warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 7.1 being or becoming void, voidable or unenforceable.

7.5 In the event that any of the Insurances are cancelled or not renewed, the Lead Partner shall immediately notify the Project Partner and shall at its own cost

arrange alternative Insurances with an insurer or insurers acceptable to the Project Partner.

7.6 The Lead Partner shall:

- 7.6.1 if required by the Project Partner, use all reasonable endeavours to procure that its public liability insurance extends to indemnify the Project Partner as principal;
- 7.6.2 where any Insurance is due for renewal during the duration of the Agreement, the Lead Partner shall within 5 Business Days of the date of renewal also provide the Project Partner with satisfactory evidence that such Insurance has been renewed;
- 7.6.3 if required by the Project Partner, procure that prior to cancelling or changing any term of any Insurances, the insurer or insurers under such Insurances give the Project Partner not less than 30 days' notice of intention to cancel or make such change;
- 7.6.4 bear the cost of all or any excesses under the Insurances;
- 7.6.5 not take or shall not fail to take any action or (insofar as it is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances;
- 7.6.6 notify the Project Partner as soon as reasonably practicable in writing of any anticipated or actual event or circumstance which may lead or has led to any Insurance lapsing or being terminated or the cover under it being reduced or modified;
- 7.6.7 notify the Project Partner as soon as reasonably practicable in writing upon becoming aware of any claim, event or circumstance which is likely to give rise to any claim or claims in aggregate in connection with the Project in excess of [£20,000] on any Insurance and, if requested by the Project Partner and where not otherwise subject to an obligation of confidentiality, provide full details of such claim, event or circumstance (and such other relevant information as the Project Partner may reasonably require) within 3 Business Days of the Project Partner's request;
- 7.6.8 subject to Clause 7.7.1, promptly and diligently deal with all claims under the Insurances (or any of them) relating to the Project and in accordance with all insurer requirements and recommendations; and
- 7.6.9 in relation to any claim settled under the Insurances in respect of the Project, and to the extent that the proceeds of such claim are payable to the Lead Partner, pay the proceeds to the person who suffered the loss or damage that gave rise to the claim (whether the Project Partner, or any member of the Project Partner Group or any third party).

7.7 In relation to all the Insurances except employer's liability insurance, but subject to the requirements of any insurer under the Insurances, the Lead Partner agrees:

- 7.7.1 to use all reasonable endeavours to procure the endorsement in respect of the Insurances (if any); and

7.7.2 that the Project Partner has the right to control and to supervise all dealings with the press and any other media in relation to any incident, event, claim or action arising in connection with the Agreement.

7.8 If the Lead Partner is in breach of Clause [7], then without prejudice to any of its other rights, powers or remedies, the Project Partner may pay any premiums required to keep any of the Insurances in force or itself procure such Insurances. In either case, the Project Partner may recover such premiums from the Lead Partner, together with all expenses incurred in procuring such Insurances as a debt.

8 FINANCIAL MANAGEMENT

8.1 The financial arrangements for the Project shall be overseen by the Lead Partner and Project Partner and shall be as set out in Schedule A.

8.2 Any Party receiving funds from the Sponsor (“the Paying Party”) which are due to another Party (“the Recipient Party”) under the terms of this Agreement shall promptly notify the Recipient Party of the receipt of said funds. The Recipient Party shall invoice the Paying Party who shall then as soon as possible and in any event within thirty (30) days of receipt of the invoice transfer such funds that are due to the Recipient Party.

8.3 Each Party shall submit financial information to the Project Manager in accordance with the Grant Offer to enable the Project Manager to satisfy the financial reporting requirements of the Sponsor as set out in the the Grant Offer. For the Project Manager’s quarterly reports each Party shall submit financial information within fourteen (14) days of the quarter end.

8.4 The Project Manager will prepare and submit to the Steering Committee within three months of each anniversary of the Start Date, or within three months of a request from the majority of the Steering Committee that may be submitted at any time, an account of all income and expenditure in connection with this Project during the year under consideration.

8.5 Each Party shall comply with the Independent Audit requirements as defined and set out in the Grant Offer and shall comply with the requirements of any such auditor and co-operate if it requires information to similarly satisfy the requirements of any audit. The Lead Partner shall bear all costs relating to any Independent Audit of which the Parties are required to be part. Any Independent Audit costs imposed on the Project as a whole shall be borne by the Lead Partner.

9 INTELLECTUAL PROPERTY

9.1 Any Background IP made available by one Party to another Party shall be made available upon the following terms and conditions:

9.1.1 Each Party shall, subject to performance of its obligations under this Agreement be entitled to use the same free of charge, on a non-transferable, non-exclusive, royalty-free basis and for the purposes only of performing the Project in connection with and for the duration of this Agreement.

9.2 Background IP shall remain the property of the Party by whom or on whose behalf such IP was created or acquired.

- 9.3 Ownership of all Foreground IP shall be vested in the Lead Partner, and the Lead Partner grants or undertakes to procure the grant to the Project Partner, free of charge, a perpetual, irrevocable, transferable, world-wide and royalty-free licence to reproduce and to use Foreground IP and every part of it in any manner. .

10 TERMINATION, SUSPENSION & REPAYMENT OF CONTRIBUTIONS

- 10.1 Without prejudice to either Party's right to terminate at common law, either Party may terminate this Agreement immediately upon giving notice to the other Party if:

10.1.1 In addition and without prejudice to Clauses 11.1.2 to 11.1.7 (inclusive), a Party has committed any material or persistent breach of this Agreement and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the aggrieved Party) from the date of written notice to that Party giving details of the breach and requiring it to be remedied;

10.1.2 a Party is subject to an Insolvency Event;

10.1.3 in the event that there is a change of ownership of a Party;

10.1.4 as a result of any conflict of interest;

10.1.5 a Party or any of its officers or Personnel commit any act of bribery described in the Bribery Act 2010; or

10.1.6 a Party fails to comply in the performance of the Project with legal obligations in the fields of environmental, social or labour law; or

10.1.7 the Grant Offer is terminated

- 10.2 In the event that it is mutually agreed by the Parties that there is no longer valid reasons for continuing with the Project then both Parties must decide by unanimous vote to terminate this Agreement, subject to the agreement of the Sponsor and any terms that may be imposed on the Project by the Sponsor, by sending notice of termination in writing to each Party to that effect.

- 10.3 The termination or expiry of this Agreement shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.

- 10.4 The Parties agree to suspend performance of this Agreement if the Sponsor exercises its right of suspension in accordance with the Grant Offer.

- 10.5 The Parties agree to repay their respective grants received from the Sponsor in accordance with the Grant Offer if the Sponsor so requires in accordance with its rights under the Grant Offer.

11 CONFIDENTIALITY

- 11.1 For the purpose of this Clause "Confidential Information" shall mean all information of a commercially sensitive nature including, but not limited to, specifications, drawings, circuit diagrams, tapes, discs and other computable

readable media, documents, techniques and know-how which are disclosed by one Party to the other for use in or in connection with the Project.

- 11.2 The Parties hereto agree to ensure that any Confidential Information disclosed or submitted in writing or any other tangible form to one Party (“Receiving Party”) by the other (“Disclosing Party”) shall be treated with the same care and discretion to avoid disclosure as the Receiving Party uses with its own similar information which it does not wish to disclose. Any information disclosed orally that is identified by the Disclosing Party as Confidential Information shall be treated the same as if it had been reduced to writing at the time of disclosure to the Receiving Party.
- 11.3 The Receiving Party shall not analyse or reverse engineer any hardware, any component part thereof, software or material samples provided by the Disclosing Party for the purpose of the Project. Any information which is obtained by examination or testing in the course of the Project of any hardware, any component part thereof, software or material samples provided by the Disclosing Party shall be the Disclosing Party’s Confidential Information subject to the provisions of this Agreement.
- 11.4 The Receiving Party shall not, during a period of seven (7) years after the termination of this Agreement, use any such Confidential Information for any purpose other than the carrying out of its obligations under this Agreement or other than in accordance with the terms of this Agreement.
- 11.5 The undertaking in Clause 12.4 above shall not apply to Confidential Information which:
- 11.5.1 at the time of disclosure, has already been published or is otherwise in the public domain other than through breach of the terms of this Agreement;
 - 11.5.2 after disclosure to the Parties, is subsequently published or comes into the public domain by means other than an action or omission on the part of any of the Parties;
 - 11.5.3 a Party can demonstrate was known to him or subsequently independently developed by him and not acquired as a result of this Agreement, nor using, derived from, referring to or in any way relates to the Confidential Information;
 - 11.5.4 was or is lawfully acquired from third parties who had a right to disclose it with no obligations of confidentiality to any of the Parties;
 - 11.5.5 is required to be disclosed by applicable law or court order or by any Party's regulatory body, which is empowered by Statute or Statutory Instrument, but only to the extent of such disclosure and the Receiving Party shall notify the Disclosing Party promptly of any such request; or
 - 11.5.6 is the subject of a valid request under the Freedom of Information Act 2000, as may be amended from time to time, provided that such information does not benefit from a disclosure exemption under the Freedom of Information Act 2000, which shall be at the GLA’s absolute discretion to determine;
 - 11.5.7 the Project Partner is required to disclose to any person acting at the time of such disclosure as the Mayor of London.

- 11.6 A Party breaching the obligation of confidentiality may be required by the other Party to withdraw from the Project and may be subject to the conditions of Clauses 9 and 11 above.
- 11.7 Each Party shall ensure that all Personnel and students and engaged to work on the Project are aware of the provisions of Clause 10 and will be subject to the obligations of confidentiality set out in this Clause 12.

12 DISCLAIMER

- 12.1 Each Party undertakes to use reasonable endeavours to ensure that its work on the Project is carried out in accordance with accepted scientific principles and standards.
- 12.2 Any Party utilising resulting IP, materials, information, apparatus, method or process is fully responsible and liable for any subsequent loss, costs, claims and demands arising from that use, unless such loss, costs, claims and demands arise out of the default or negligence on the part of the supplying Party. The value of any such claim shall not exceed the monetary amount received by the Party concerned in connection with the Project.

13 FORCE MAJEURE

- 13.1 Except for payment of money due, a Party shall not be liable for failure to perform its obligations under this Agreement, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party.
- 13.2 If a Party affected by such an occurrence causes a delay of one month or more, and if such delay may reasonably be anticipated to continue, then that Party shall, in consultation with the Steering Committee and the Sponsor discuss whether continuation of the Project is viable, or whether the Project and this Agreement should be terminated.

14 NON-ASSIGNMENT

This Agreement or any of the rights or obligations hereunder may not be assigned or otherwise transferred or sub-contracted by any Party, in whole or in part, without the express prior written consent of the Sponsor.

15 CONTINUING OBLIGATIONS

The provisions of Clauses 10, (Publication and Announcements), 11 (Termination), 12 (Confidentiality), 13 (Disclaimer), 17 (Governing Law), and 19 (Dispute Resolution) shall survive termination of this Agreement.

16 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with English Law and each Party agrees to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising under this Agreement.

17 NO PARTNERSHIP

- 24.1 Nothing in this Agreement shall create or be deemed to create a partnership or to have created the relationship of principal and agent, a membership or any other legal entity between the Parties other than as specifically set out herein. This Agreement is not intended to establish, and shall not be construed by any Party at any time as having established, any form of business partnership between themselves. Moreover, no Party shall use any other party's name, crest, logo or registered image for any purpose without the express written permission of the other Party.
- 24.2 It is understood by each Party that neither Party is in any way authorised to enter into any contract or agreement, make any warranties or representations, or create any obligation, express or implicit, on behalf of the other Party.

18 DISPUTE RESOLUTION

- 18.1 Without prejudice to the Dispute Resolution process under the grant Offer which deals with disputes between the Sponsor and the Parties, the Parties shall use good faith efforts to resolve any dispute, claim or proceeding arising out of or relating to this Agreement via the Steering Committee. In the event that any disputes cannot be resolved at this level then the senior executives of the relevant Parties who have authority to settle the same shall use good faith efforts to resolve the same. If the matter is not resolved through negotiation, it shall be settled as agreed by the Steering Committee either by:

18.1.1 mediation in accordance with the Centre for Dispute Resolution ("CEDR") Model Mediation Procedure (the "Model Procedure"). To initiate a mediation a Party must give notice in writing to the other Parties to the dispute requesting a mediation pursuant to the Model Procedure. A copy of the request shall also be sent to CEDR. The mediation shall be before a single, jointly agreed upon, mediator.

18.1.2 reference to the jurisdiction of the Courts in England.

- 18.2 If the Steering Committee is unable to select a mutually agreeable mediator or cannot agree on the forum in which any dispute is to be held within 60 days of a dispute being notified to the Steering Committee, then the provisions of Clause 19.1.2 shall apply.
- 18.3 Disputes between the Sponsor and the Parties shall not be applicable to Clause 19, and shall be determined in accordance with the dispute procedure under the Grant Offer.

19 ENTIRE AGREEMENT

This Agreement and its Schedules (listed in Annex X), which are incorporated into and form part of this Agreement, constitutes the entire Agreement between the Parties with regard to the Project. Any variation to this Agreement shall be in writing and signed by authorised signatories for all Parties. Material changes may not be implemented without the prior agreement of the Sponsors.

20 NOTICES

Any notice to be given under this Agreement shall be sent by email and confirmed by registered mail to the following addresses:

- (1) **GNEWT CARGO LTD. 9** , arches 45 to 51, Wardens Grove, London, SE1 0HT, sam@gnewt.co.uk.
- (2) **GREATER LONDON AUTHORITY** , City Hall, The Queen's Walk, More London, London, SE1 2AA, UK ("GLA"), kizzian.owen@london.gov.uk.

21 MISCELLANEOUS

- 21.1 If any part or any provision of this Agreement shall to any extent prove invalid or unenforceable in law, including the laws of the European Union, the remainder of such provision and all other provisions of this Agreement shall remain valid and enforceable to the fullest extent permissible by law, and such provision shall be deemed to be omitted from this Agreement to the extent of such invalidity or unenforceability. The remainder of this Agreement shall continue in full force and effect and the Parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid, legal and enforceable provision that has an effect as close as possible to the provision or terms being replaced.
- 21.2 No failure to exercise or delay in the exercise of any right or remedy which any Party may have under this Agreement or in connection with this Agreement shall operate as a waiver thereof, and nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or of any other such right or remedy.
- 21.3 Save that any member of the Project Partner Group has the right to enforce the provisions of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999 ("**Third Party Act**"), the Parties confirm that nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement for the purposes of Third Party Acts.
- 21.4 Notwithstanding Clause 22.3, the Parties are entitled to vary or rescind this Agreement without the consent of any other person including any member of the Project Partner Group.

22 WITHDRAWALS

- 22.1 Any Party may withdraw from the Project (the "Withdrawing Party") with the written consent of the other Party. The Withdrawing Party shall give to the other Party no less than 30 (thirty) days' prior written notice of its intent to withdraw prior to such withdrawal.
- 22.2 In the event of withdrawal of a Party the Agreement shall come to an end.
- 22.3 The Withdrawing Party shall not be entitled to recover any of its costs incurred in connection with the Project subsequent to the date of withdrawal and shall comply with all conditions imposed pursuant to Clause 9.1 which shall include (without limitation):
 - 22.3.1 rights granted to the other Party in respect of the Withdrawing Party's Background IPR shall continue for the duration of the Project subject to the restrictions contained in this Agreement;
 - 22.3.2 to the extent that exploitation of the other Party's Resulting IPR is dependent on the Withdrawing Party's Background IPR, then the Withdrawing Party shall, subject to any existing third party obligations,

grant to the other Party a non-exclusive, royalty-free licence to such Background IPR ;

22.3.3 the Withdrawing Party shall grant to the other Party a non-exclusive, royalty-free licence to use the Withdrawing Party's Resulting IPR for the purposes of carrying out the Project. For the avoidance of doubt any exploitation of such Withdrawing Party's Resulting IPR will be dealt with in accordance with Clause 12;

22.3.4 all rights acquired by the Withdrawing Party to the Background and Resulting IPR of the other Party's shall cease immediately other than in respect of the Withdrawing Party's interest in any jointly owned IPR.

DRAFT

IN WITNESS WHEREOF the Parties have executed three (3) originals on the dates shown

SIGNED BY:.....

For and on behalf of

Name:

Position:

Date:

SIGNED BY:.....

For and on behalf of

Name:

Position:

Date:

DRAFT

Schedule A

Budget

The total Project budget is set out as per Annex A of the Offer Letter:

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DRAFT

Schedule B

The Grant Offer letter and associated Amendment (appended)

DRAFT