



MEDIA GROUP

Smart Transport Sponsorship Contract

This Term Sheet together with the general terms and conditions and any schedules (the “**Agreement**”) sets out the terms on which the Parties (as defined below) have agreed in regard to the Partnership

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| 1. | Bauer Consumer Media Limited (“Bauer”) Media House Lynchwood Peterborough Business Park Peterborough PE2 6EA COMPANY REGISTRATION NUMBER 01176085 | |
| 2. | Department for Transport, Transport Research Innovation Grant Great Minster House (GMH). Great Minster House 33 Horseferry Road London SW1P 4DR | |
| 3. | SMART TRANSPORT CONFERENCE | Sponsorship of the Innovation Zone at the Smart Transport Conference 2023 |
| 5. | PUBLICATION AND WEBSITE | Smart Transport Journal www.smarttransport.org.uk |
| 6. | BAUER CONTACT DETAILS | <div>██████████</div> Business Development Director Bauer Media, Media House Lynch Wood Business Park, Peterborough, PE2 6EA. Mobile 07890 268844 <div>██████████</div> @bauermedia.co.uk |
| 7. | PARTNER CONTACT DETAILS | <div>██████████</div> Head of Futures and Innovation at Department for Transport Great Minster House 33 Horseferry Road London SW1P 4DR |
| 8. | EVENT DATES | 21 st & 22 nd November 2023 |
| 9. | VENUE | The Eastside Rooms, Birmingham. |

FEES

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| 10. | SPONSORSHIP FEES | £20,000 PO Number: |
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OBLIGATIONS

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| 11. | BAUER | <ul style="list-style-type: none"> • 20 x table top stands – 6ft trestle table + 2 x chairs included. • DfT TRIG logo and bio will be branded pre-event, onsite and post event and the DfT TRIG will be allocated a stand in the zone. • An Innovation PR week to run a month pre-conference W/C 16th October or W/C 23rd October? and will include: articles in the smart transport digital newsletter /magazine, interviews with selected TRIG winners, Social Media push, announcements to registered delegates, promotion of the TRIG competition, video interviews. • Speaking slot for [REDACTED] • 10minutes shout out slot for each TRIG exhibitor to present their solutions – To be spread across both days, at times confirmed by the conference organisers, small PA system within the innovation zone. • Complimentary conference tickets –one ticket per table -top. • Inclusive Entry to the Evening Networking dinner and drinks – 1 per exhibitor |
| 12. | Partner | <ul style="list-style-type: none"> • Provide the company logo (and terms of use) to Bauer • Provide details of each exhibitor taking a stand within the exhibitor zone |

Sponsorship Package Details

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| 13. | | The partner agrees to abide by Bauer's standard Event terms and conditions, which can be found at http://www.bauerlegal.co.uk/event-terms |
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CANCELLATION FEES

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| 14. | PARTNER | Due to the costs incurred in producing the Smart Transport membership meetings, journal, quarterly digital services, and Smart Transport Conference any cancellation will result in 100% of the fee being charged. |
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GENERAL TERMS AND CONDITIONS

1. Definitions

In this Agreement all capitalised terms shall have the following meaning:

“Advertising Terms and Conditions” means Bauer’s standard advertising terms and conditions, which can be found <http://www.bauerlegal.co.uk/advertising-terms.html>

“Affiliate” means a subsidiary of a party, a holding company of a party and any other subsidiary of any holding company of a Party, the terms “subsidiary” and “holding company” being as defined in the Companies Act 2006.

“Brand” means the trade name of the Publication and the associated website (and all intellectual property rights therein).

“Cancellation Fees” means as set out in the Term Sheet.

“Commencement Date” means the date of signature of this Agreement by both Parties.

“Confidential Information” means all confidential commercial, financial, marketing, business and technical or other data, including know-how, trade secrets, specifications, formulae, processes, business methods, drawings and all other confidential information of whatever nature (whether written, oral or in electronic or other form) concerning the business and affairs of a Party or their Affiliates that the other Party obtains, receives or has access to as a result of the discussions leading up to, or the entering into, or performance of this Agreement.

“Data Protection Legislation” means the General Data Protection Regulation together with the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and, to the extent that it deals with data protection, the E-Commerce Directive 2000/31/EC together with any legislation, regulations or codes of practice made thereunder, and where “Data Controller”, “Data Subject” and “Personal Data” are referred to in this Agreement they shall have the meaning set out in the Data Protection Legislation.

“Event” means Event as set out in the Term Sheet.

“Event Dates” means the Event Dates as set out in the Term Sheet.

“Events Terms and Conditions” means Bauer’s Standard Events terms and Conditions, which can be found <http://www.bauerlegal.co.uk/event-terms>

“Fees” means Fee as set out in the Term Sheet.

“Intellectual Property” means all intellectual property rights and interests including without limitation (i) copyright, patents, database rights and rights in trademarks, designs, know-how moral rights, database rights, domain names, topography rights and confidential information or any similar right exercisable in any part of the world (whether registered or unregistered) for the duration of their full terms (including any renewal or extension thereof); (ii) applications for registration, and the right to apply for registration, for any of these rights; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

“Partner” shall have the meaning set out in the Term Sheet.

“Partner Programme Details” means as set out in the Term Sheet

“Partner Materials” means any materials provided by the Partner for use in connection with the Agreement.

“Publication” shall have the meaning set out in the Term Sheet.

“Term” means Term as set out in the Term Sheet.

2. Copy and approval processes

2.1 On the Commencement Date, the Partner will be provided with all copy deadlines for the Term.

2.2 Bauer shall have overall approval of the design and presentation of all Partner Materials, whether in the form of an advertisement, Insert or on the Website and reserves the right to modify Partner Materials at its reasonable discretion. Notwithstanding the foregoing, all Partner Materials must comply with Bauer’s advertising standard terms and conditions, which can be found at <http://www.bauerlegal.co.uk/advertising-terms.html>

- 2.3 The Partner shall be responsible for the accuracy of the information provided in the Partner Materials and shall use its best endeavours to correct any errors and / or comply with modifications required by Bauer.

3 Fees

- 3.1 All amounts payable under this Agreement shall be paid in Pounds Sterling and are exclusive of VAT.
- 3.2 Bauer reserves the right to charge, and shall be paid, interest on any outstanding Fees from the date payment became due until payment is received in full (both dates inclusive), at a rate equal to 2% per annum above HSBC base lending rate. The right to charge interest under this clause shall be without prejudice to Bauer's right to treat the Partner's non-payment of sums as a material breach of this Agreement.

4 Data Protection

- 4.1 Each party shall comply with the requirements of the Data Protection Legislation in all of its activities under and related to this Agreement and shall indemnify the other party against all consequences of it's failing to do so.

5 Intellectual Property Rights

- 5.1 The Partner acknowledges that all Intellectual Property rights in the Bauer branding shall remain vested in Bauer.
- 5.2 Bauer acknowledges that all Intellectual Property rights in the Partner branding shall remain vested with the Partner.
- 5.3 Where the Partner furnishes any logo, branding or trademark to Bauer for use in connection with this Agreement, Bauer shall use the same solely for the purposes of this Agreement and subject to any reasonable directions on use as may be advised by the Partner. Other than the rights of use expressly granted by the Partner, no right, title or interest in any such logo, branding or trademark, or any other material furnished by the Partner, shall be granted or conferred upon Bauer, and any goodwill derived from use of any such logo, branding or trademark shall vest in the Partner.
- 5.4 Each party warrants to the other party that it:
- 5.4.1 is the owner or authorised licensee of its Intellectual Property and is entitled to grant the licences herein;
 - 5.4.2 shall not use the other's Intellectual Property in a manner that disparages the other or its products or services, or portrays the other or its products or services in a false, competitively adverse or poor light; and
 - 5.4.3 Shall not challenge the validity of the other's Intellectual Property or seek to acquire any rights thereto.
- 5.5 Nothing in this Agreement shall prevent Bauer from licensing its Intellectual Property to any other third party.

6 Termination

- 6.1 This Agreement may be immediately terminated by either party by giving notice in writing to the other:
- 6.1.1 if the other party becomes insolvent.
 - 6.1.2 if the other party suffers a change of control which has a material adverse impact on the terminating party;
 - 6.1.3 if the other party ceases to carry on all or a material part of its business;
 - 6.1.4 if the other party commits an irremediable material breach of this Agreement or commits a material breach which is capable of remedy but which is not remedied by that party within thirty (30) days of written notice by the party seeking to terminate, specifying particulars of the breach and requiring that it be remedied.

- 6.1.5 If an order is made or a resolution is passed for the winding up of the other party or circumstances arise which entitle a court of competent jurisdiction to make a winding up order of the other party.

7 Force Majeure

- 7.1 If, at the absolute discretion of Bauer, the Venue should become unfit or unavailable for occupancy, or it becomes impossible or impractical to hold the Event for reasons beyond the control of Bauer, including (without limitation) fire, flood, storm, government intervention, malicious damage, acts of war, acts of God, strikes, riots or any other cause, Bauer reserves the right (but shall not be obliged):
- 7.1.1 to change the Venue and/or the Event Dates
 - 7.1.2 to curtail the Event
 - 7.1.3 to cancel the Event
 - 7.1.4 to host virtual board meetings and conferences
- 7.2 In the circumstances specified above the parties agree and acknowledge that Bauer shall not have any liability to the Partner for refunds, additional expenses or charges to make payment for any other loss or damage suffered by the Partner.
- 7.3 If the Membership is cancelled Bauer will refund the Membership fee, less any reasonable and unavoidable costs arising from or related to the membership, and benefits of the membership already received.

8 Consequences of termination

- 8.1 All rights and obligations of the parties (other than those expressed to, or which are clearly intended to, continue beyond termination) shall cease to have effect immediately upon termination or expiration of this Agreement. Termination shall not affect the accrued rights and obligations of the Parties at the date of termination. The Partner shall no longer be permitted to use Bauer's Intellectual Property in Sponsor Materials.
- 8.2 Upon termination for whatever reason (and within 5 days):
- (a) Bauer shall cease to include any Partner Materials;
 - (b) each party shall return to the other party or destroy (only at the other party's request) all documents, computer disks and other tangible items in its possession or under its control which belong to the other party or which contain or refer to any Confidential Information belonging to the other party or its Affiliates.

9 Warranties

- 9.1 Each Party represents, warrants to the other that it has the power to enter into this Agreement and to perform its obligations.

10 Indemnity

The Partner shall indemnify Bauer and its Affiliates and shall keep Bauer and its Affiliates fully and effectively indemnified from and against all losses, damages, costs, expenses, liabilities and claims (including legal expenses) incurred by or awarded against Bauer or any of its Affiliates due to or in connection with any claim or action by a third party against Bauer or any of its Affiliates (including, without limitation, a claim by any regulator or statutory authority).

- 10.2 Bauer shall promptly notify the Partner of any third party claim of which it becomes aware, and if the Partner assumes conduct of the claim, shall provide the Partner with all written particulars it has of any such Third Party Claim and shall not make any admission in respect of any Third Party Claims in respect of which the Partner has assumed conduct.
- 10.3 The Partner shall be entitled by notice in writing to Bauer within 7 days of any such notification as is referred to in clause 10.2 to assume the conduct of all proceedings in respect of any Third Party Claim, except insofar as the Third Party Claim has been brought by any regulator or statutory authority against Bauer or any of its Affiliates or relates to any of Bauer's Intellectual Property Rights, in which case the

Partner shall not make any admissions in respect of the relevant Third Party Claim. Bauer shall at the request and at the expense of Partner at pre-agreed rates give co-operate with the Partner in respect of any Third Party Claim of which Partner assumes conduct under this clause 10.3.

11 Insurance

- 11.1 The Partner shall effect and maintain, throughout the Term, at its sole cost appropriate insurance (with a reputable insurer) as necessary to cover its obligations under this Agreement.

12 Limitation of Liability

- 12.1 This Clause sets out the entire liability of each party to the other and except as provided in this clause, all other liability is excluded.
- 12.2 The parties' liability to each other for death, personal injury or fraudulent misrepresentation or any other liability that cannot be excluded by law shall not be limited.
- 12.3 Either party shall be liable to the other for loss of actual or anticipated profits, loss of contracts, loss of wasted expenditure, loss of anticipated savings, data, goodwill and revenue or any other indirect or consequential loss, whether arising from breach of contract, negligence or howsoever arising and whether or not such losses were foreseeable or otherwise at the time of entering into this agreement
- 12.4 Subject to 12.2 and 12.3 the total liability of the partner howsoever arising under or in connection with this whether in contract or in tort, in negligence, for breach of statutory duty, by way of indemnity or otherwise shall be limited to and shall not exceed in aggregate the sum of the fees

13 Disputes and Arbitration

- 13.1 If any difference or dispute arises under this Agreement, senior management representatives of the Parties with authority to settle the dispute shall, within 14 days of a written request from one party to the other, meet in good faith to attempt to resolve the dispute through negotiation.
- 13.2 If dispute or difference is not resolved by negotiation or mediation within thirty (30) business days following the first notice of the dispute or difference by a Party to the other Parties, the Party bringing the dispute or difference shall be entitled to pursue alternative means to resolve such dispute or difference.

14 General

14.1 Confidential Information

- (a) Each Party (**Recipient**) undertakes to the other Party (the **Disclosing Party**) to treat as confidential all Confidential Information and to hold the Confidential Information in confidence by using the same degree of care to safeguard such Confidential Information as it uses to protect its own information of like character but in no event less than reasonable degree of care.
- (b) The Recipient may only use the Confidential Information for the purposes of this Agreement. The Recipient may, with the Disclosing Party's prior written consent (not to be unreasonably withheld or delayed), provide its employees, directors, sub-contractors and professional advisers (**Permitted Users**) with access to the Confidential Information on a strict "need-to-know" basis only. The Recipient shall ensure that each of its Permitted Users is bound to hold all Confidential Information in confidence to the standard required under this Agreement. Where a Permitted User is not an employee or director of the Recipient (and is not under a professional duty to protect confidentiality) the Recipient shall ensure that the Permitted User shall enter into a written confidentiality undertaking with the Recipient on substantially equivalent terms to this Agreement, a copy of which shall be provided to the Disclosing Party upon request. The Recipient shall remain liable for any disclosures of the Confidential Information made by its Permitted Users as though the Recipient had made such disclosures itself.
- (c) This clause 14.1 shall not apply to any information which:
- i. enters the public domain other than as a result of a breach of this clause 14.1;

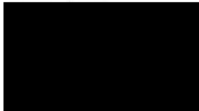
- ii. is received from a third party which is under no confidentiality obligation in respect of that information; or
- iii. Is independently developed by the Recipient or one of its affiliates without use of the Disclosing Party's Confidential Information.
- iv. Each Permitted User may disclose Confidential Information where that Permitted User (or, where the Permitted User is an individual, his or her employer or any affiliate of his or her employer) is required to do so by law or by any competent regulatory authority. In these circumstances the Recipient shall give the Disclosing Party prompt advance written notice of the disclosure (where lawful and practical to do so) so that the Disclosing Party has sufficient opportunity (where possible) to prevent or control the manner of disclosure by appropriate legal means.


This clause 14 shall remain in full force and effect notwithstanding any termination of this Agreement.

- 14.2 Remedies: all remedies available to the parties for breach of this Agreement are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 14.3 Notices: all notices or other communications to be given under this Agreement shall be in writing and shall be sent by first class post to the address of the other Party set out in the Term Sheet of this Agreement (or to such other address as either Party may notify to the other under the provisions of this clause).
- 14.4 Partnership: nothing in this Agreement shall create a partnership between the parties save as expressly provided in this Agreement.
- 14.5 Amendment: a variation of this Agreement shall not be effective unless it is in writing and signed by authorised representatives of each of the Parties.
- 14.6 Bribery Act: Each party represents warrants and undertakes to the other that in connection with this Agreement, it shall comply with all applicable laws, rules, regulations, decrees and or official government orders relating to anti-bribery, anti-corruption and money laundering.
- 14.7 Modern Slavery Act: Each party represents warrants and undertakes to the other that in connection with this Agreement, it shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes.
- 14.8 Severability: if any term of this Agreement is held to be unenforceable in whole or in part, that term shall to the extent necessary be deemed not to form part of this Agreement but the enforceability of the remainder of such term and of the remainder of this Agreement shall not be affected.
- 14.9 Costs: each Party shall pay the costs and expenses incurred by it in connection with entering into this Agreement.
- 14.10 Assignment and Sub-Contracting: neither Party may assign, sub-license, transfer or otherwise dispose of any of its rights or any of its obligations under this Agreement without the prior written consent of the other Party, provided that Bauer shall be entitled to assign any or all of its rights or obligations to an Affiliate without such consent.
- 14.11 Contracts (Rights of Third Parties) Act 1999: this Agreement is not intended to, and does not give, any person who is not a party to it, any rights under the Contracts (Rights of Third Parties) Act 1999, to enforce any of its provisions.
- 14.12 Entire Agreement
 - (a) This Agreement contains the entire agreement between the parties relating to its subject matter and supersedes all previous agreements between the Parties relating to the same.
 - (b) The parties acknowledge that in entering into this Agreement they have not relied on any representation, warranty or other assurance made by or on behalf of the other party before the date of this Agreement.
- 14.13 Waiver: a failure by Bauer to enforce any term of this Agreement shall not be considered to be a waiver of the right to subsequently enforce any such term.

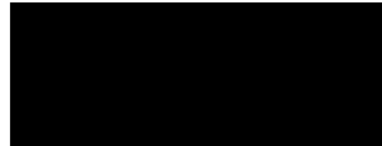
- 14.14 Governing Law and Jurisdiction: this Agreement is governed by and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.
- 14.15 Counterparts: this Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.


Agreed and accepted



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Signed on behalf of Bauer Consumer Media Limited
Name: , Event Director

Dated: 22.06.2023



Signed on behalf of DfT
Name: 

Dated: