



TRSS0010C

AGREEMENT

BETWEEN

Department for Transport (1)

AND

INRIX UK Ltd (2)

## Section 1 : Form of Agreement

This Agreement is made between

- (1) The Department for Transport (the "Authority"); and
- (2) INRIX UK Ltd ("the Contractor")

the Authority and the Contractor being together called "the Parties".

IT IS AGREED as follows:

1. The Contractor will undertake an innovation and development project entitled 'Harnessing the power of data to better understand and respond to road congestion'. in accordance with the specification as detailed in Section 3 ("the Project") as part of a competitive research and development in phases project carried out by the Authority under the Pre-Commercial Procurement principles.
2. The Authority will pay the Contractor the Approved Cost as set out in Section 4 for:
  - 2.1 undertaking the Project; and
  - 2.2 in respect of any assignment of any Intellectual Property rights in the Material to the Authority on behalf of the Crown made pursuant to Clauses 16 and 17 of Section 2.
3. No payments will be made until the approvals sought pursuant to Clause 3.3 of Section 2 are obtained unconditionally.
4. This Form of Agreement (Section 1) together with the attached Sections 2 to 6 inclusive are the documents which collectively form "the Agreement". If there is any inconsistency between Sections 3 to 6 of the Agreement and this Section 1 or the Terms and Conditions set out in Section 2, the provisions of Section 1 and 2 shall prevail.
5. The contract effected by the signing of this Form of Agreement constitutes the whole agreement between the Parties and supersedes all prior negotiations, agreements, representations or understandings between them relating to the subject matter of this Agreement.
6. Each party acknowledges that, in entering into the Agreement, it does not rely on any statement, representation, assurance or warranty ("Representation") of any person (whether a party to this Agreement or not) other than as expressly set out in the Agreement. Each party agrees that the only remedies available to it arising out of or in connection with a Representation shall be for breach of contract.
7. Nothing in this Agreement shall limit or exclude any liability for fraud.

Signed by the duly authorised signatory  
of the Authority:



.....  
Signature

.....  
Full Name:

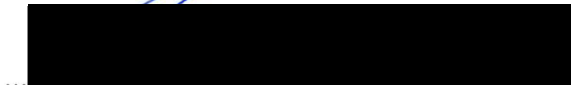


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Position Held:



.....  
Date 6 December 2018

Signed by the duly authorised signatory  
of the Contractor:



.....  
Signature

.....  
Full Name



**Position Held**

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**Date**