

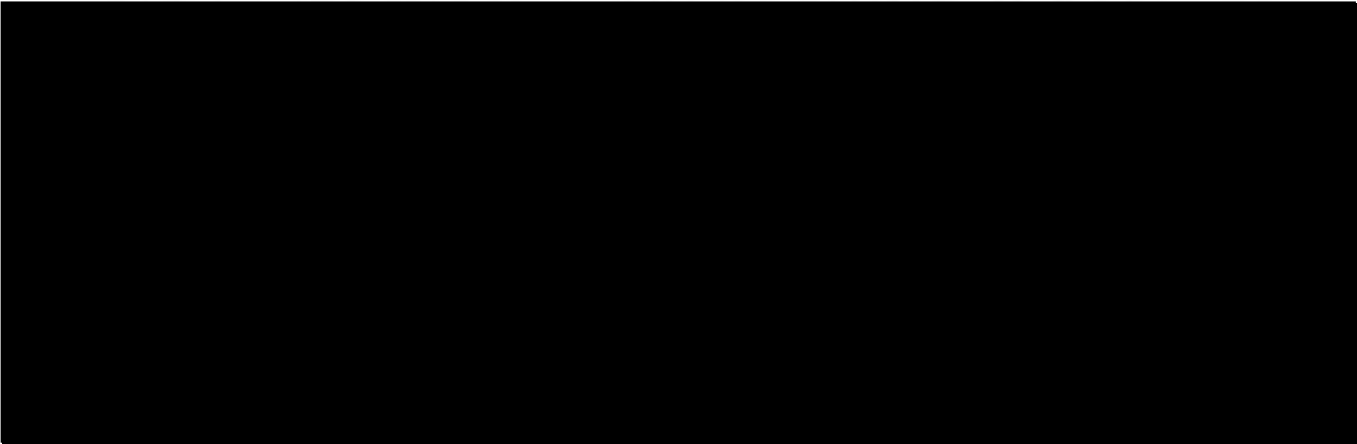
20A.1.3 fraud (including fraudulent misrepresentation);

20A.1.4 claims pursuant to Clause 15 (Corrupt Gifts and Payment of Commission); or

20A.1.5 any other liability which, by law, it cannot exclude or limit.

20A.2 The Authority does not exclude or limit its liability for the payment of Charges (including media costs).

20A.3 Subject to Clauses 20A.1 and 20A.2, each party limits its liability in aggregate under this Agreement and all Contracts, whether such liability arises in contract, tort (including without limitation negligence) or otherwise, as follows:



(c) except for liabilities under sub-clause (a) and (b) above, in respect of each Year, the maximum liability of each party for all other claims under this Agreement and all Contracts shall not in aggregate exceed a sum equal to twice the Charges paid or payable by all Authorities (excluding media costs) in the Year in which such liability arose; and

(d) neither party shall be liable for consequential or indirect Losses, even if such party has been advised of the possibility of such loss or damage.

20A.4 The provisions of this clause shall survive the termination or expiry of this Agreement.

21 INSURANCE

21.1 The Service Provider will at its sole cost maintain employer's liability and motor insurance cover as required by law and insurance cover (in terms approved by the Authority) in the sum of £5 million per claim in respect of each of the insurances listed below to cover the Services and all of the Service Provider's potential liabilities and obligations under the provisions of this Agreement including but not limited to defamation allegations/suits and allegations/suits of breach of copyright or other Right ("**the Insurances**") and will ensure that such public liability insurance policy includes an indemnity to principal clause:

- 21.1.1 public liability to cover injury and loss to third parties;
 - 21.1.2 insurance to cover the loss or damage to any item related to the Services;
 - 21.1.3 product liability; and
 - 21.1.4 professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the product liability insurance referred to in Clause 21.1.3 or, if applicable, the public liability insurance referred to in Clause 21.1.1. Any professional indemnity insurance or "financial loss" extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Agreement or relevant Contract.
- 21.2 The insurance cover will be maintained with a reputable insurer.
- 21.3 The Service Provider will produce evidence to the Contracting Authority and or the Authority on reasonable request of the insurance policies set out in Clause 21.1 and payment of all premiums due on each policy.
- 21.4 The Service Provider 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 21.1 being or becoming void, voidable or unenforceable.
- 21.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.
- 21.6 The Service Provider shall not compromise or waive any claim which the Service Provider may have under the above insurances without the prior written consent of the Authority.

22 THE AUTHORITY'S DATA

- 22.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority's data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority's data.
- 22.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under this Agreement) to preserve the integrity of the Authority's data and to prevent any corruption or loss of the Authority's data.

23 INTELLECTUAL PROPERTY RIGHTS

- 23.1 Nothing in this Agreement shall affect the ownership of Intellectual Property Rights of a Party prior to the date of this Agreement, or that a Party obtains ownership of separate and apart from the performance of Services under this Agreement.
- 23.2 The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider in the provision of the Services ("**the Products**") provided that such Products shall not include (a) "Background Materials" (meaning any materials which are not specifically created for use by the Authority including without limitation software, methodologies and know-how); and (b) materials which are licensed from third parties ("Third Party Materials").
- 23.3 The Service Provider shall provide the Authority with a perpetual, irrevocable, royalty-free, non-exclusive and transferable licence free of charge to use the Background Materials and all materials incorporated in the creation of the Products and required in connection with the use of the Products. Where Third Party Materials are used in the Products the Service Provider shall at the Authority's cost procure a licence to use such Third Party Materials for the benefit of the Authority upon the Authority's written approval of the terms and cost of such licence and the Authority shall comply with the terms of any such third party licence.
- 23.4 Unless otherwise agreed in writing, the Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.
- 23.5 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.

23A. Ownership and Custody of Property

- 23A.1 The Service Provider will keep in its care all Property. The Service Provider will mark or otherwise identify the Property as being the property of the Authority and will be responsible for its safekeeping. The Service Provider will not, however, be obliged to recover typesetting, colour separations, printing plates and the like from media and suppliers once the Service Provider has parted with them.
- 23A.2 The Service Provider shall not be entitled to destroy Property without the Authority's prior written consent, except that if after 12 months from the Property coming into its possession the Service Provider gives written notice to the Authority that it no longer requires the Property and the Authority does not respond within 30 days from the date of the notice, the Service Provider shall be entitled to return the Property to the Authority, delivery to be to the Authority's offices at the address shown at the beginning of this Agreement.

24 PRIVACY AND DATA PROTECTION

The Service Provider shall comply with all of its obligations under the Data Protection Act 1998 and, if Processing Personal Data (as such terms are defined in section 1(1) of that Act) on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with this Agreement, any relevant Contract and paragraph A1 of Schedule 2.

25 CONFIDENTIALITY AND ANNOUNCEMENTS

25.1 Subject to Clause 26, the Service Provider will keep confidential:

25.1.1 the terms of this Agreement and all Contracts;

25.1.2 any and all Confidential Information that it may acquire in relation to the Authority; and

25.1.3 all the marketing and sales information and statistics relating to the Authority's and/or any member of the Authority Group's business with which the Authority may supply the Service Provider in the course of any work undertaken in accordance with this Agreement

25.2 The Service Provider will not use the Confidential Information for any purpose other than to perform its obligations under this Agreement and any Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 25.1.

25.3 The obligations on the Service Provider set out in Clause 25.1 will not apply to any Confidential Information which:

25.3.1 either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 25); or

25.3.2 a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or

25.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agent and sub-contractors.

25.4 The Service Provider shall keep secure all materials containing any information in relation to the Agreement or to any Contract and its performance.

25.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television, social media or other communications media in relation to the existence of the Agreement or any Contract or that it is providing the Services to the Authority or in relation to any