

HOST BOROUGH CO-OPERATION AND LICENCE AGREEMENT

PART A - PARTICULARS

The contents of these Particulars of Licence (“Particulars”) are subject to the terms and conditions set out in Part B of this Agreement.

1. PARTIES:

<p>(A) The London Organising Committee of the Olympic Games and Paralympic Games Limited 23rd Floor, One Churchill Place, London, E14 5LN ("LOCOG") Fax no: 0203 2012 001 Notices to be for the attention of: General Counsel</p>	<p>(B) INSERT NAME OF BOROUGH] [INSERT ADDRESS] (the "Licensee") Fax no: [] Notices to be for the attention of: []</p>
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2. BACKGROUND:

The Licensee is working closely with LOCOG and relevant public sector bodies, including the government and Mayor of London to help deliver the 2012 Games. LOCOG, as the private company responsible for staging the 2012 Games and the proprietor of the Designated Marks, wishes to recognise the Licensee’s contribution to the 2012 Games by granting the Licensee use the Designated Marks, together with the Designations, for certain specific non-commercial purposes.

3. DESIGNATED MARKS:

<p>London 2012 Olympic Games emblem (in LOCOG’s four core colours: pink, orange, blue and green, and black and white)</p>	<p>UK Trade Mark no: 2457475</p>	
<p>London 2012 Olympic Games emblem (with buzz) (in LOCOG’s four core colours: pink, orange, blue and green, and black and white)</p>	<p>UK Trade Mark no: 2457458</p>	
<p>London 2012 Paralympic Games emblem (as shown and in black and white)</p>	<p>UK Trade Mark no: 2457488</p>	
<p>London 2012 Pictograms (the “Pictograms”)</p>	<p>-</p>	<p>As shown on the London 2012 Brand Site</p>

(together the “Designated Marks”).

4. DESIGNATIONS:

“HOST BOROUGH”
“HOST BOROUGH OF THE PARALYMPIC GAMES”
“HOST BOROUGH OF THE OLYMPIC AND PARALYMPIC GAMES”

By way of example, the above designations (the “Designations”) shall be used with the Designated Marks, excluding the Pictograms, as follows:

APPENDIX A

Template Host Borough Agreement 14.3.11

5. **DESCRIPTOR**

“HOST BOROUGH FOR LONDON 2012”

(the “Descriptor”)

6. **PERMITTED USE(S):**

Permitted Use	Duration
Use on up to 5 flags (in the form of a template to be approved by LOCOG and to be procured via LOCOG-approved suppliers) to be displayed outside the Licensee’s Town Hall and other Licensee non-commercial premises (provided that, with the written consent of LOCOG, the flag may be displayed at other agreed locations within the Borough for specific events or occasions). These are in addition to a flag which will be given to the Licensee by LOCOG. Such flags should be maintained in good condition and shall be replaced as necessary if its appearance becomes damaged.	Ongoing during the term of this Agreement
Use on Licensee’s official website home page , and other pages dedicated wholly or predominantly to the 2012 Games, provided that no 3rd party commercial branding appears on the same webpage.	Ongoing during the term of this Agreement
Use on signs to be displayed at main entry points to the Borough to be agreed in advance by LOCOG. Such sign should be maintained in good condition and shall be replaced if necessary if its appearance becomes damaged.	Ongoing during the term of this Agreement
Use on Licensee publications, including leaflets and newsletters relevant to the 2012 Games (including informative brochures and leaflets)	Approval on a case by case basis during the Term
Use on informative posters about the Borough’s role in the 2012 Games to be displayed in public buildings and spaces such as town halls, libraries, leisure centres and parks.	Approval on a case by case basis during the Term

In relation to the above permitted uses (the “Permitted Uses”), each specific application and use of the Designated Marks is subject to the approval procedures set out in Part B.

6. **BRAND CENTRE USER CODE**

The Licensee’s Unique User Code for the London 2012 Brand Centre is: []

We have read, understood and accept the terms of this Agreement (as set out in Part A and Part B) which set out the details of the relationship between LOCOG and the Licensee.

LOCOG

Signed:

.....
Printed Name:

.....
Position:

.....
Date:

LICENSEE

Signed:

.....
Printed Name:

.....
Position:

.....
Date:

APPENDIX A

Template Host Borough Agreement 14.3.11

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PART B - TERMS AND CONDITIONS OF LICENCE

1. DEFINITIONS

1.1 The Particulars, as set out in Part A, form part of the operative provisions of this Agreement and references to this Agreement shall, unless the context otherwise requires, include the Particulars. The terms defined in Part A shall have the same meaning in Part B of this Agreement, and vice versa, unless the context otherwise requires:

"2012 Games" means the London 2012 Olympic Games and Paralympic Games;

"BOA" means the British Olympic Association, a company incorporated in England and Wales with number 1576093, whose registered office is at 60 Charlotte Street, London, W1T 2NU;

"Borough" means the geographical area of the Borough for which the Licensee is responsible for providing public services and political leadership;

"BPA" means the British Paralympic Association, a company incorporated in England and Wales with number 02370578, whose registered office is at 60 Charlotte Street, London, W1T 2NU;

"Content" means any and all text, articles, photographs, images, graphics, illustrations, logos, designs, music, sounds, moving images and video and/or audio content contained within any publications, documents, materials, public statements, speeches and other communications to the public;

"Games Bodies" means LOCOG, the IOC, the IPC, the Olympic Delivery Authority, BOA, the BPA, the Olympic Broadcast Service, other organising committees of Olympic Games and Paralympic Games, any other official Olympic or Paralympic body or such of them as the context requires;

"Games Marks" means any Olympic-, Paralympic- or 2012 Games-related Marks, whether or not such Mark is a Designated Mark;

"Games Partner" means (i) any person or entity that has been granted marketing rights by LOCOG, the IOC or the IPC, or (ii) a merchandise licensee. For the purposes of this definition, "marketing rights" means the right to use any Games Marks to indicate a sponsor, broadcaster, supplier, contributor or similar relationship or otherwise create an association with the Olympic Movement, the Paralympic Movement or the 2012 Games in a commercial context;

"Licensee Supplier" means service providers, contractors, agents, secondees and consultants of the Licensee which carry out work for the Licensee specifically in relation to the 2012 Games;

"London 2012 Brand Site" means the website developed by LOCOG from which licensed users of the 2012 Games-related Marks can access Marks they are entitled to use and which contains guidelines for use of the same, as amended from time to time by LOCOG;

"IOC" means the International Olympic Committee of Chateau de Vidy, 1007 Lausanne, Switzerland;

"IPC" means the International Paralympic Committee of Adenauerallee 212-214, 53113 Bonn, Germany;

"Marks" means any trade marks, service marks, words, symbols, terms, logos, emblems, designs or designations;

"No Marketing Rights Clauses" means the clauses set out in Schedule 1 prohibiting third parties from creating an association with, or undertaking ambush marketing of, the 2012 Games, or such other clauses as LOCOG reasonably notifies the Licensee of from time to time;

"Non-commercial Communications" means any publications, documents, materials, public statements, speeches and/or other communications to the public the Content of which makes no reference to any business, commercial enterprise, commercial products or commercial services provided that for the avoidance of doubt, products and services provided by the Licensee and funded through council tax paid by residents of the Borough shall not be considered commercial products or services;

"Term" has the meaning given in clause 10.1;

"Territory" means the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands; and

"VAT" means UK value added tax and any comparable, analogous, additional or replacement sales or turnover tax that may be introduced during the Term.

1.2 In this Agreement, reference to:

1.2.1 parts, recitals, clauses, paragraphs, or schedules are to parts, recitals, clauses, paragraphs or schedules (as the case may be) of this Agreement;

- 1.2.2 words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- 1.2.3 "includes" or "including" means includes or including without limitation;
- 1.2.4 the contents page and the headings in this Agreement are to be ignored in construing this Agreement.

2. GRANT OF RIGHTS TO THE LICENSEE

2.1 In recognition of the Licensee's role in the 2012 Games and in consideration of the Licensee's agreement to comply with the terms of this Agreement, LOCOG grants to the Licensee the non-exclusive right and licence to:

- 2.1.1 use the Designated Marks together with the Designations for the Permitted Uses;
- 2.1.2 to use the Descriptor to describe itself in Non-commercial Communications

only in the Territory during the Term; and

- 2.1.3 to apply for and purchase a limited quantity of 2012 Games tickets (such quantity to be determined by LOCOG) to be used by the Licensee only in accordance with a policy to be published by LOCOG in due course.

2.2 LOCOG confirms that no royalty shall be payable by the Licensee in relation to the licence granted by this Agreement.

2.3 The Licensee may engage Licensee Suppliers to assist the Licensee with exercising its rights pursuant to this Agreement, provided that the Licensee shall be responsible for any breach of the Licensee's obligations under this Agreement caused by any such Licensee Suppliers and such engagement by the Licensee is conditional upon the Licensee Suppliers:

- 2.3.1 being prohibited from using the Designated Marks for any purpose other than as expressly requested by the Licensee to assist the Licensee to exercise its rights pursuant to this Agreement; and
- 2.3.2 entering into the No Marketing Rights Clauses.

2.4 The Licensee acknowledges the high priority given by LOCOG to environmental and sustainability matters and that these are key considerations in planning for and staging the 2012 Games. The Licensee agrees that it shall exercise the rights and licence granted by clause 2.1 with regard to, and that anything to which the Designated Marks is

applied to in accordance with this Agreement shall comply with:

- 2.4.1 all applicable environmental laws; and
- 2.4.2 any LOCOG environmental and sustainability policies as advised to the Licensees by LOCOG from time to time, provided that, if the relevant Licensee can show that it has substantively equivalent environmental and sustainability policies in place, it shall be adequate for the Licensees to show that they have complied with those policies.

2.5 For the avoidance of doubt, the Licensee shall also be entitled to purchase 2012 Games' merchandise provided that the Licensee agrees not to use these in a way which would conflict with the principles of this Agreement.

2.6 Save as is permitted by clause 2.3 or with the prior written consent of LOCOG, the Licensee shall not transfer, sub-license or assign the licence or any rights granted to the Licensee under this Agreement.

2.7 All rights, opportunities and approvals not expressly granted to the Licensee under this Agreement are reserved by LOCOG.

2.8 The Licensee shall, in relation to the exercise of its rights under this Agreement and in undertaking any activities in relation to the 2012 Games, act at all times in accordance with the spirit of the Olympic Charter and the IPC Handbook.

3. GENERAL OBLIGATIONS

3.1 The Licensee has demonstrated a commitment to contribute to the success of the 2012 Games and to take measures to ensure that the obligations owed to the IOC and IPC in respect of successfully staging the 2012 Games can be fulfilled. LOCOG, together with the Greater London Authority, the Government and other stakeholders in the 2012 Games have established the London 2012 City Operations Group to (i) establish how London and other host cities and boroughs around the UK will operate during and in the lead up to the 2012 Games to deliver the obligations owed, (ii) identify what public services will be required at an enhanced level and where; and (iii) determine and agree how these public services will be delivered. The Licensee acknowledges that the City Operations Group and/or LOCOG may require the Licensee's co-operation in relation to a variety of services normally provided by the Licensee in the Borough (the "Services").

3.2 The Licensee acknowledges that the provision of the Services may be required at an enhanced level due to the staging of the 2012

Games and that detailed co-operation agreements addressing amongst other things service levels and delivery costs may be required. The Licensee agrees to negotiate such agreements in good faith, recognising its prior commitments and that LOCOG has granted the rights and licence by clause 2.1 on the basis that the Licensee will enter into such co-operation agreements if required.

3.3 LOCOG acknowledges that in providing the Services and complying with its obligations under this Agreement the Licensee can only make commitments in respect of matters over which it has control and that, due to its statutory duties, the Licensee cannot guarantee any unplanned expenditure.

3.4 Any breach of this clause 3 by the Licensee shall be considered a material breach for which LOCOG may terminate this Agreement in accordance with clause 10.2, however LOCOG shall not be entitled to any other remedy (including financial compensation and/or specific performance) in respect of any breach of this clause 3.

4. PRINCIPLES OF CO-OPERATION

General

4.1 The Licensee agrees that LOCOG has granted the rights under clause 2.1 in the spirit of LOCOG and the Licensee co-operating in all ways in relation to the 2012 Games and on the basis that, subject to its overriding obligations to the public, the Licensee will act in the best interests of the 2012 Games and will support LOCOG in ensuring it is in the best position to raise revenue from Games Partners and to gain the support of the British public.

4.2 If the Licensee holds rights to any copyright work relating to the 2012 Games which might reasonably be of use to LOCOG (including without limitation a map, an architectural drawing of a 2012 Games venue, or an image of a 2012 Games-related event) it shall, provided it holds the necessary rights or licence, upon reasonable request (taking into account the time and/or expense likely to be incurred by the Licensee) make this available to LOCOG at no cost for non-commercial purposes in connection with staging the Games and for the promotion of the 2012 Games, the Olympic Movement and/or the Paralympic Movement.

Communications and Events

4.3 The Licensee acknowledges that, in relation to the delivery of any events (including the London 2012 Roadshows and the London 2012 Torch Relays), press conferences, photo calls, filming and other occasions relating to the 2012 Games, LOCOG may wish to use sites under the Licensee's control. At LOCOG's reasonable request, and taking into account the availability of the site,

existing legal obligations of the Licensee and disruption likely to be caused, the Licensee shall co-operate with, and provide all reasonable assistance to, LOCOG to enable it to use such sites, including, by making such sites available to LOCOG (but not for the avoidance of doubt Games Partners) at no cost, or for a reasonable cost (such cost being no greater than the Licensee would normally charge a non-commercial entity for such use which would cover the Licensee's costs). For the avoidance of doubt this clause does not apply to the provision of sites for any period greater than 24 hours nor to sporting venues or land for use as venues for the 2012 Games competitive sporting events or training venues which shall be subject to separate venue use agreements.

4.4 The Licensee acknowledge that, for the duration of the 2012 Games and for a period in the lead up to the 2012 Games, the IOC require a "Look of the Games" programme to be implemented that will involve dressing the 2012 Games venues, areas within their vicinity and other key places of interest around the United Kingdom with Look of the Games materials. The Licensee acknowledges that LOCOG shall be responsible for the design of the Look of the Games materials and for approving where they are displayed. The Licensee shall be entitled to purchase Look of the Games materials from official suppliers but agree not to create and/or use any conflicting "Look and Feel" for use during this period.

4.5 The Licensee agrees that LOCOG shall take the lead on all public communications about the 2012 Games but LOCOG shall liaise closely with the Licensee in relation to all communications issues relating to the 2012 Games which do or will significantly impact upon the Borough. If the Licensee wishes to issue its own press release or hold a media event about the 2012 Games or any aspect of it, it shall consult LOCOG in advance and the Licensee agrees to take into account all reasonable comments and requests of LOCOG.

4.6 The Licensee acknowledges that the purpose of the licence granted by this Agreement is to allow the Licensee to use the Designated Marks for 'recognition' use only and does not allow use of the Designated Marks in relation to programmes, events, projects or initiatives. However, nothing in this clause 4.6 shall prevent the Licensee being invited to submit programmes, events, projects or initiatives for recognition by LOCOG through use of the London 2012 Inspire Mark, or to support third party applications for the Inspire Mark. Nor shall this clause prevent the Licensee from referring to the 2012 Games editorially within or in relation to any non-commercial programmes, events, projects and/or initiatives.

5. APPROVALS

5.1 The Licensee shall submit to LOCOG for its prior written approval representative samples of each use (including internet usage) of a Designated Mark in accordance with this clause. The Licensee shall not engage in any use of the Designated Marks, including for the avoidance of doubt a Permitted Use, without the prior written approval of LOCOG to the proposed use.

5.2 The Licensee shall obtain the appropriate Designated Mark for use on any sample to be submitted to LOCOG for approval via the London 2012 Brand Site, accessible at <http://brand.london2012.com> and via the Licensee's unique user code as shown in Part A. This unique user code may be passed to the Licensee's Suppliers engaged by the Licensee to assist it in the exercise of its rights pursuant to this Agreement in accordance with clause 2.3, provided that the Licensee obliges such Licensee Suppliers to treat the unique user code as strictly confidential and to use LOCOG's online brand management centre only for the purpose of assisting the Licensee in the exercise of its rights pursuant to this Agreement and for no other purposes.

5.3 All submissions for approval in accordance with Stages 2 and 3 (as set out in clause 5.4 below) and subsequent correspondence relating to the submission shall be in writing and made via the IOC Extranet.

5.4 All submissions to LOCOG for approval should be made in the following stages:

- 5.4.1 Stage 1: submission of an outline of the proposed use for approval in principle;
- 5.4.2 Stage 2: if approval is granted by LOCOG at Stage 1, submission of concept artwork and draft Content; and
- 5.4.3 Stage 3: if approval is granted by LOCOG at Stage 2, submission of the item for final approval including full Content,

provided that, if the material in question is one of a series of regular publications previously approved by LOCOG or is in the form of a template previously approved by LOCOG, it need not go through stages 1 and 2 outlined above.

5.5 LOCOG shall use reasonable endeavours to respond to all submissions for approval at any stage of the process within 10 business days of receipt. Where in relation to a particular submission, the Licensee reasonably requests that LOCOG responds more urgently, LOCOG shall use all its reasonable endeavours to do so. The Licensee shall upon reasonable request supply to LOCOG samples

of all materials bearing the Designated Marks approved in accordance with this Agreement.

5.6 LOCOG reserves the right to withhold any consent or approval for any reason in its absolute discretion, including upon the request of the IOC or IPC, and shall not be liable for any fines, penalties, losses, costs or expenses incurred by the Licensee as a result.

5.7 LOCOG reserves the right to withdraw any consent or approval previously granted in accordance with this Agreement:

- 5.7.1 immediately upon the Licensee's material breach of this Agreement if such breach is not rectified within ten (10) business days of receipt of written notice from LOCOG;
- 5.7.2 in relation to flags and signage, if circumstances change meaning that their location becomes unsuitable for the display of the Designated Marks; or
- 5.7.3 for any reason, upon 30 days notice in writing from LOCOG .

Upon withdrawal of LOCOG's consent or approval the Licensee will discontinue use of (and where relevant, take down) the materials in question and, upon the request of LOCOG, shall destroy the same and where reasonable take steps to recover any copies of the material already distributed. In the event withdrawal is requested in accordance with clause 5.7.3 above and LOCOG can provide no good reason for such request the licensee shall not be obliged to take steps to recover copies of materials already distributed but shall be required to take down any signage and/or flags bearing the Designated Marks and/or Descriptor (or amend them to remove the Designated Marks and/or Descriptor).

5.8 For the avoidance of doubt approval shall not be required in respect of the Licensee's use of the Descriptor in accordance with this Agreement.

6. LONDON 2012 BRAND SITE

6.1 All uses by the Licensee of the Designated Marks shall conform to the guidelines (including relating to intellectual property notices) set out on the London 2012 Brand Site. In particular, all uses of the Designated Marks by the Licensee shall faithfully and accurately reproduce the colour, design and appearance without embellishment of such Designated Marks as shown on the London 2012 Brand Site. No partial version of any Designated Marks or any component of them may be used at any time for any purpose without the prior written consent of LOCOG.

7. GENERAL CONDITIONS OF USE

7.1 Save as otherwise permitted by law or agreed by LOCOG in writing, the Licensee shall not use any Games Marks other than the Designated Marks and the Licensee shall only use the Designated Marks for the Permitted Uses and only in conjunction with the appropriate Designation, in the manner indicated in Part A of this Agreement, but for the avoidance of doubt the Designations need not be used with the Pictograms. The Licensee shall not use the Descriptor otherwise than in Non-commercial Communications in an editorial manner, or as otherwise agreed by LOCOG.

7.2 The Licensee shall not use the Games Marks in any manner that is deceptive or misleading or that reflects unfavourably upon the good name, goodwill, reputation or image of LOCOG, the Olympic Movement or the Paralympic Movement.

7.3 The Licensee acknowledges and agrees that LOCOG is the owner of the Designated Mark and agrees that it shall not seek to register, anywhere worldwide, the Designated Marks or do or omit to do anything that could invalidate or jeopardise any ownership rights of LOCOG with respect to the Designated Marks. The Licensee shall not adopt, use or register, anywhere worldwide, any trade name domain name or Mark that includes or is confusingly similar to, or a simulation or colourable imitation of, any of the Designated Mark, or other Games Marks, or which creates an association with the 2012 Games or any Games Body.

7.4 Nothing in this Agreement shall be construed as an assignment or grant to the Licensee of any right, title or interest in or to the Designated Marks, the Games Marks or in any copyright, other Marks or industrial design of LOCOG or any Games Body, except the licence to use of the same as provided in this Agreement. Should any right, title, goodwill or interest in or to the Designated Marks (and any new configuration thereof), the Games Marks or in any copyright, other Marks or industrial design of LOCOG or any other Games Body become vested in the Licensee (by operation of law or otherwise), then it shall hold the same on trust for LOCOG, and shall on the first possible occasion, at the request of LOCOG immediately unconditionally assign free of charge any such right, title or interest to LOCOG, and execute any documents necessary in connection with that assignment.

8. NO UNAUTHORISED EXPLOITATION OF THE 2012 GAMES OR AMBUSH MARKETING

8.1 LOCOG has granted the Licensee the rights set out at clause 2.1 on the basis that save as set out in this Agreement or as may be agreed in writing by LOCOG, the Licensee will not:

8.1.1 commercially exploit the Designated Marks or any other Games Marks or its connection to the 2012 Games more generally; or

8.1.2 do anything which creates an association of any kind between (i) any third party and (ii) LOCOG, the Designated Mark or the 2012 Games; or

8.1.3 knowingly do, or continue to do, anything which prejudices LOCOG's ability to offer Games Partners an exclusive association to the 2012 Games or to otherwise raise revenue;

and the Licensee acknowledges that it has no right to grant, and shall not grant, any rights to third parties to associate themselves, their goods or services with the 2012 Games or with the Borough in its capacity as a "Host Borough".

8.2 The Licensee will act in a manner which preserves LOCOG's ability to offer Games Partners exclusive rights in relation to the 2012 Games and in particular shall

8.2.1 respect rights granted to Omega in relation to countdown clocks for the 2012 Games, and the Licensee shall not create or use any countdown clocks for the 2012 Games other than official countdown clocks (including the official online countdown clock which the Licensee may download from <http://www.omegawatches.com/london-2012-countdown>) approved by LOCOG and/or the IOC;

8.2.2 subject to its existing legal obligations, respect any similar exclusive rights granted to Games Partners which are notified to the Licensee by LOCOG, including rights to supply products at any events in relation to which the Games Marks are used; and

8.2.3 not produce or cause to be produced any products which would be a substitute for official 2012 Games, Team GB or Paralympics GB merchandise or which is otherwise 2012 Games-, Team GB-, Paralympics GB-, Olympic- or Paralympic-themed.

8.3 The Licensee shall not, without the written consent of LOCOG, permit any Marks denoting or identifying any third party or any third party's event, products or services to be affixed to or form part of any materials that display or include the Designated Marks, or to be displayed with the Licensee's knowledge in near proximity to the Designated Marks or the Descriptor.

8.4 LOCOG has created, and will in the future create, various policy documents to advise its own staff and its stakeholders how to avoid creating opportunities for unauthorised commercial entities to gain an association with the 2012 Games. As and when LOCOG makes these various policy documents available to the Licensee, the Licensee will at the request of LOCOG make these available to its relevant staff, representatives and Licensee Suppliers as appropriate and the Licensee agrees to encourage all such persons to read, understand and respect the content of such policy documents.

8.5 The Licensee shall not make any private commercial (or fundraising) use of its relationship to LOCOG or the 2012 Games, including, without limitation:

8.5.1 by using the Designated Marks in connection with the solicitation of, or to solicit, the contribution of funds, products or services from any person or entity;

8.5.2 by referring to this Agreement, LOCOG, any Games Body or the 2012 Games in any sales, marketing or solicitation materials; or

8.5.3 by contracting with or receiving money or anything of value from any person or entity to facilitate such person or entity obtaining any type of commercial identification, advertising or visibility in connection with the 2012 Games more generally.

For the avoidance of doubt this clause shall not prevent the Licensee using the fact of its status as a host Borough for the 2012 Games in any materials promoting the Borough as a destination to work, live, visit or do business etc, provided that all other terms of this agreement are respected.

9. NO MARKETING RIGHTS & CLEAN VENUES

9.1 The Licensee shall include the No Marketing Rights Clauses in all agreements with the Licensee Suppliers save that, should the Licensee intend to draw down from an existing contract to obtain the goods or services required in connection with the 2012 Games, the Licensee shall use its reasonable endeavours to ensure the Licensee Supplier enters into and/or respects the No Marketing Rights Clauses but the Licensee shall not be obliged to renegotiate any financial terms to obtain the Licensee Supplier's agreement to the No Marketing Rights Clauses.

9.2 Without prejudice to clause 9.1, the Licensee shall take the following additional steps to ensure that Licensee Suppliers comply with the No Marketing Rights Clauses:

9.2.1 draw the provisions of the No Marketing Rights Clauses to the attention of each Licensee Supplier and remind them of these with reasonable frequency, and as appropriate, provide them with any literature made available by LOCOG in relation to the No Marketing Rights Clauses;

9.2.2 take reasonable steps to monitor the marketing and other activities of each Licensee Supplier and immediately notify LOCOG, providing full written particulars, as soon as it becomes aware that a breach of any of the No Marketing Rights Clauses has been committed; and

9.2.3 provide such assistance as is reasonably required by LOCOG to help it enforce any of its rights under the No Marketing Rights Clauses provided that LOCOG will be responsible for conducting all claims and for the costs of any legal proceedings it requires, and LOCOG is entitled to any damages, account of profits and/or awards of costs recovered.

9.3 The Licensee acknowledges that during the 2012 Games the IOC and IPC's clean venue rules shall apply, meaning that all 2012 Games venues must be clean of all advertising, marketing and other branded materials, other than such materials approved by LOCOG. To the extent they are relevant to any activities of the Licensee, the Licensee agrees to respect the IOC and IPC's clean venue rules.

10. TERM AND TERMINATION

10.1 The term of this Agreement shall begin on the date of this Agreement and shall endure until 31 December 2012 unless terminated earlier in accordance with this clause (the "Term"). For the sake of clarity, the time period during which the Licensee may use the Designated Marks for each of the specific Permitted Uses shall be as indicated in Part A of this Agreement.

10.2 The Licensee may terminate this Agreement with immediate effect, for any reason by delivering written notice to LOCOG. LOCOG may terminate this Agreement, with immediate effect, at its option and in its sole discretion by delivering written notice to the Licensee in the event that:

10.2.1 the Licensee commits a material breach of this Agreement and does not remedy such breach within ten (10) days after its receipt of a written notice from LOCOG specifying the breach;

10.2.2 the Licensee infringes upon any of the rights and benefits of the Games Partners;

10.2.3 the IOC or the IPC where relevant notifies LOCOG in writing that LOCOG must withdraw its consent to the Licensee or that it requires LOCOG to terminate this Agreement;

10.2.4 if LOCOG is not the registered proprietor of the Designated Mark (as indicated in Part A of this Agreement), its licence to use and/or sub-licence the Designated Mark is terminated or expires; or

10.2.5 if the Licensee's role in relation to the 2012 Games ceases or significantly decreases.

10.3 The Licensee acknowledges that LOCOG's approach to non-commercial use of the Games Marks must be flexible to enable it to react to changing circumstances and to protect the integrity, and commercial value, of the Games Marks. LOCOG therefore reserves the right to terminate this Agreement for any reason upon 60 days notice.

10.4 On the expiration or the earlier termination of this Agreement:

10.4.1 all of the Licensee's rights under this Agreement shall immediately terminate and automatically revert to LOCOG;

10.4.2 the Licensee shall immediately discontinue all uses of the Designated Marks; and

10.4.3 the Licensee shall (at no expense to LOCOG) cease distribution of and, upon LOCOG's request, the Licensee shall to the extent reasonably practicable, including taking into account the financial implications for the Licensee, destroy or deliver to LOCOG (at LOCOG's discretion) all materials (including without limitation any hard or electronic copies) bearing the Designated Marks which are under the Licensee's control.

10.5 The Licensee acknowledges that after the 2012 Games the BOA and the BPA will wish to withdraw the use of the Designated Marks to enable them to re-establish their own brands. In this respect, if the Licensee fails to comply with clause 10.4 upon expiry of this Agreement, and the BOA or BPA take positive action to ensure it is complied with, notwithstanding any other remedies available, they shall be entitled to re-imbursement of their costs in enforcing clause 10.4 from the Licensee.

10.6 The following clauses of this Agreement shall survive its termination: 7, 8, 10.4 to 10.6 inclusive, 11, 12.1 to 12.8 inclusive, 13, 14 and 15.

11. LIABILITY

11.1 Subject to clause 11.2 below, the Licensee shall indemnify, defend and hold LOCOG and any other Games Body (where relevant) and their respective officers, directors, employees, agents and contractors harmless from any and all fines, damages, liabilities, penalties, losses, costs, expenses (including reasonable legal fees and expenses) including consequential damages or losses based on or in any manner arising out of or incidental to:

11.1.1 subject to clause 3.4, any breach of this Agreement (whether by any action or omission) by the Licensee or any of the Licensee's members, officers, employees, agents, contractors or volunteers; or

11.1.2 any Content of the materials bearing the Designated Marks or Descriptor.

The prior approval of LOCOG of any use of the Designated Marks or any Content shall not affect this right to indemnification as to such use. The Licensee agrees that the indemnity shall also be in favour of and enforceable by any other Games Body.

11.2 LOCOG agrees that the indemnity in Clause 11.1 shall only apply to the extent that LOCOG (or, where a Games Body is seeking to enforce Clause 11.1, that Games Body) has used reasonable endeavours to mitigate any loss suffered, has promptly notified the Licensee on becoming aware of the event giving rise to the indemnity claim and grants to the Licensee the right to control the indemnity claim provided that the Licensee shall consult with LOCOG (or the relevant Games Body) in relation to the claim and take into account all reasonable requests made in relation to the conduct of the claim.

11.3 Except as set out in this Agreement, LOCOG makes no representations or warranties to the Licensee with respect to the Designated Marks. Without limiting the foregoing, in no event shall LOCOG be liable to the Licensee for any damages or losses relating to or resulting from the Licensee's use of the Designated Marks.

12. MISCELLANEOUS

12.1 All notices, requests, approvals and consents and other communications required or permitted under this Agreement shall be in writing and shall, unless otherwise stated in this Agreement, be sent by facsimile (to the facsimile number specified in Part A), hand delivery, certified mail or overnight courier, to the attention of the party specified below. The date of transmittal if transmitted by facsimile (provided an appropriate

confirmation is obtained) or the date of receipt if by hand delivery, certified mail or overnight courier shall be deemed to be the date the notice or statement is given. If transmitted by facsimile, a copy of any such notice shall also be sent by certified mail, return receipt requested on the date such notice is transmitted by facsimile to the address specified in Part A.

12.2 Either party may change its address or facsimile number for notification purposes by giving the other party notice of the new address or facsimile number and the date upon which it will become effective.

12.3 The Licensee acknowledges that the provisions of this Agreement are of such importance to LOCOG, and the Games Marks are of such value to LOCOG that damages may not be an adequate remedy for breach of this Agreement by the Licensee and that in the event of breach (or attempted or threatened breach) LOCOG shall be entitled to injunctive relief, including specific performance, without needing to show irreparable injury or other conditions to injunctive relief, including specific performance.

12.4 No failure to exercise or delay in exercising any right or remedy under this Agreement shall operate as a waiver of that or any other right or remedy. The express rights and remedies provided by this Agreement are cumulative and, except as otherwise stated in this Agreement, do not exclude any other rights or remedies provided by law.

12.5 The illegality, invalidity or unenforceability of the whole or part of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.

12.6 This Agreement contains the entire understanding between the parties relating to the subject matter contained in this Agreement and supersedes all prior oral and written understandings, arrangements and agreements between the parties relating thereto. Any amendment to this Agreement must be in writing and signed by both parties.

12.7 Whenever the consent or approval of a party to this Agreement is required, such consent may be given or withheld by such party in its sole discretion, unless otherwise specifically stated.

12.8 The provisions of this Agreement:

12.8.1 shall survive the termination of this Agreement where expressly stated and otherwise to the extent necessary to protect the rights of LOCOG and/or a relevant Games Body in and to the Designated Marks and to effect the intent of the parties; and

12.8.2 shall also be for the benefit of the parties and their respective successors and permitted assigns (including without limitation the IOC, IPC, BOA and the BPA).

12.9 No provision of this Agreement creates a partnership between the parties or makes a party the agent of the other party for any purpose. A party has no authority or power to bind, to contract in the name of, or to create a liability for the other party in any way or for any purpose.

12.10 Each party shall duly comply with all requirements imposed on it by any applicable law or competent authority relating to tax (whether of the UK or elsewhere) arising in connection with the agreement, and each shall be solely responsible in respect of its liabilities, assessments and charges to such tax and any withholdings, deductions penalties, fines, surcharges and interest relating to the same.

12.11 The parties consider the grant of rights under this Agreement to be outside the scope of VAT. Should HMRC deem that any aspect of the Agreement is subject to VAT, VAT shall be applied accordingly. Any amounts due in respect of any such VAT shall be settled by such party to the other upon receipt of a valid VAT invoice from the other party.

12.12 Subject to clause 12.11 above, where goods and/or services are deemed by HMRC to have been supplied under this Agreement in exchange for other goods and/or services by the respective parties in the furtherance of their business, and VAT is due on such supplies in accordance with all applicable VAT laws and regulations in force from time to time, the parties shall, in good faith and using a reasonable method, agree the value of what each has supplied to the other and the value of the VAT payable on such supply. Each shall invoice the other the amount calculated as due, such invoices to be submitted by each party to the other on the same date and in line with the timing rules governing the issue of VAT invoices.

12.13 Where the supply provided by each party to the other is of the same value, the amounts invoiced by each party to the other shall be set off against each other and no cash payment shall be made by either party to the other. Where there is a difference between the invoiced amounts, the party owing the other such difference shall ensure that such difference, together with any VAT on it, is paid in full in cash.

13. CONFIDENTIALITY

13.1 The parties agree to keep the terms of this Agreement and of all agreements and documents, manuals and handbooks referred to in this Agreement, all matters relating or connected to the

operation of this Agreement and all information or data of the other party which is disclosed to or otherwise comes into its possession directly or indirectly as a result of this Agreement including in connection with the negotiation and preparation of this Agreement and which is of a confidential nature ("**Confidential Information**") confidential at all times and shall not use or disclose such Confidential Information except:

13.1.1 strictly as required to perform its obligations under this Agreement; or

13.1.2 with the prior written consent of the party that owns such Confidential Information or to which such Confidential Information relates.

13.2 The provisions of Clause 13.1 shall not apply to Confidential Information:

13.2.1 which the receiving party is able to prove was already in its possession at the date it was received or obtained other than as a consequence of a breach of confidentiality;

13.2.2 which the receiving party subsequently obtains from some other person with good legal title to the same;

13.2.3 which comes into the public domain otherwise than through the default or negligence of the receiving party;

13.2.4 which is independently developed by or for the receiving party; or

13.2.5 which the receiving party is required to disclose by law, in particular under the Freedom of Information Act 2000, or by the rules of Parliament or any recognised stock exchange, or a governmental or other regulatory body provided the party concerned shall, if practicable, supply a copy of the required disclosure to the party that owns such Confidential Information or to which such Confidential Information relates before it is disclosed and incorporate any amendments or additions reasonably requested by the other.

13.3 LOCOG shall be entitled to disclose the provisions of this Agreement to:

13.3.1 the Games Bodies; and

13.3.2 any governmental, parliamentary or regulatory authority to which LOCOG is required by law or contract to report.

13.4 Each party shall ensure that its personnel, sub-contractors and agents who have, or may have, access to the Confidential Information are bound by

an undertaking in substantially the same terms as this Clause 13.

14. **THIRD PARTY RIGHTS**

14.1 Any Games Body may enforce the terms of this Agreement which confer a benefit thereon in accordance with the Contracts (Rights of Third Parties) Act 1999 (the "**Act**"). For the avoidance of doubt, upon expiry of this Agreement, whether or not LOCOG is still in existence, the BOA and BPA shall be entitled to enforce clauses 10.4, 10.5 and 10.6.

14.2 The parties to this Agreement do not require the consent of any third party to rescind or terminate this Agreement or to vary it in any way.

14.3 Except as expressly provided in this clause, no term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Agreement whether under the Act or otherwise.

15. **GOVERNING LAW & DISPUTE RESOLUTION**

15.1 This Agreement and all matters arising out of or in connection with it shall be governed by and interpreted in accordance with the law of England and Wales.

15.2 Each of the parties agrees that the courts of England are to have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this Agreement or otherwise arising in connection with this Agreement and for such purposes irrevocably submit to the jurisdiction of the English courts.

15.3 In the event of a dispute arising out of or relating to this Agreement including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by referring such dispute to the Chief Executive of LOCOG and the Chief Executive (or equivalent post) of the Licensee for resolution.

SCHEDULE 1

No Marketing Rights Clauses

The clauses below should be included in all Licensee contracts with Licensee Suppliers (ie

service providers, contractors, agents, secondees and consultants of the Licensee which carry out work for the Licensee specifically in relation to the 2012 Games or are employed in relation to the production of any materials bearing the Designated Marks).

NB Non-substantive changes to the following clauses may be made so that they are consistent with terminology etc used in the relevant agreement.

1.1 The Supplier acknowledges and agrees that, although the Supplier is providing [Supplies/Services] in connection with activities relating to the London 2012 Olympic Games and Paralympic Games (the "**Games**"), it shall not:

- (i) use any trade marks, trade names, logos or other intellectual property of the London Organising Committee of the Olympic Games and Paralympic Games Limited ("**LOCOG**"), the Olympic Delivery Authority or of any other official Olympic or Paralympic body (the "**Games Bodies**") (including marks and representations protected by the Olympic Symbol etc. (Protection) Act 1995, and the London Olympic Games and Paralympic Games Act 2006) (together the "**Protected Marks**") or use any trade marks, trade names or logos so resembling the Protected Marks as to be likely to cause confusion with the Protected Marks, unless otherwise authorised by LOCOG in writing to do so;
- (ii) represent, directly or indirectly, that the Supplier, its products or services are in any way associated with the Games, or any Games Body, or that any product or service provided has been endorsed or approved by them, including by publishing or issuing any statement (factual or otherwise) about the Games or the Supplier's provision of products or services in connection with the Games, unless otherwise authorised by LOCOG in writing to do so;
- (iii) undertake any form of ambush marketing, which shall include any activity, whether commercial or non-commercial, that creates, implies or refers to a direct or indirect association of any kind (including an association in the minds of members of the public) with the Games or any Games Body, and includes the display or distribution of advertising materials or products with the intention of gaining

exposure for any brand in or within the vicinity of venues at which the Games are taking place, unless such activity has been authorised by a Games Body which is entitled to give such authorisation;

(iv) cause to be done, or permit anyone reasonably within the Supplier's control to do, anything which might damage or endanger the validity or distinctiveness of, or the goodwill in, the Protected Marks or other intellectual property rights of any Games Body; or

(v) do anything which would have an adverse effect on or embarrass any Games Body, or any official supporter of sponsor of the Games in the context of its sponsorship of the Games

and the Supplier agrees:

(vi) where applicable, unless otherwise agreed by LOCOG, to provide any goods, materials, structures, plant or equipment supplied under this agreement which will be used in venues at which the Games are taking place and will be visible to spectators, participants and/or officials attending, or broadcasters filming, the Games, free of all branding; and

(vii) to take reasonable steps to ensure that any of its contractors or agents providing goods or services specifically in relation to the [Supplies/Services] shall also abide by the provisions of this clause.

(viii) LOCOG (and after the dissolution of LOCOG, an appropriate Games Body) shall have the right to enforce the terms of clause 1.1 above in accordance with the Contracts (Rights of Third Parties) Act 1999, and the Supplier acknowledges the provisions therein are of such importance to LOCOG that damages may not be an adequate remedy for breach of clause 1.1 by the Supplier and that injunctive relief may be a more appropriate remedy.

