

[TO BE PRINTED ON ODA LETTERHEAD]

To: **[Insert name and address of artist]**

Date: **[●]**

Dear **[Sir/Madam/Sirs]**

[Insert description of project to which the Services relate] (the "Project")

Further to our recent discussions and correspondence, we are writing formally to appoint you as an artist for and to perform the Services in respect of the Project (as more fully specified in the Brief) on the following terms and conditions:

1 DEFINITIONS AND INTERPRETATION

1.1 In this letter the following expressions have the following meanings:

"Ambush Marketing" means any activity, commercial or non-commercial, undertaken by any person or entity, whether public or private, that creates, implies or refers to a direct or indirect association of any kind (including any association in the minds of members of the public) with us or any Games Body or the Games (including by reference to the city of London or the year 2012), which has not been authorised by us, LOCOG or any other Games Body.

"Artwork" means any artwork designed by you as part of the Services that is to be manufactured in connection with the Project.

"CDM Regulations" means the Construction (Design and Management) Regulations 2007 or any amendment or re-enactment of them.¹

"Commissioned Materials" means all drawings, designs, details, plans, specifications, reports, patterns, models, samples and other documents and materials (whether in hard copy or electronic form) (and the designs contained within them) which have been produced by you or on your behalf in connection with the Project.

"Contractor" means any contractor appointed or to be appointed by us to carry out and complete works in connection with the Project.

"Fee" means the lump sum of £**[●]** plus VAT.

"Games" means the Games of the thirtieth Olympiad and the Paralympic Games that are to take place in 2012 in London.

"Games Body" means each of the International Olympic Committee, the

¹ Delete unless Services comprise (a) the design of an Artwork that can be categorised as a structure within the meaning of the CDM Regulations, (b) the design of an Artwork that is a product or mechanical or electrical system intended for a particular structure and of a type normally fixed within or to a structure or (c) the carrying out of any construction work within the meaning of the Regulations. The mere design of a mural for a structure will not be subject to the Regulations; but the design of a lighting system for incorporation into a structure may well be subject to the Regulations.

International Paralympic Committee, the British Olympic Association, the British Paralympic Association, LOCOG or any other organising committee of an Olympic Games.

“**LOCOG**” means the London Organising Committee of the Olympic Games and Paralympic Games Limited (company number 5267819) of One Churchill Place, London E14 5LN and its successors and assigns.

“**Merchandising**” means the use of the Commissioned Materials in, on or in relation to any merchandise relating to the Project to be produced by LOCOG or their licensees.

“**Other Consultants**” means the other consultants appointed by us in connection with the Project, including (without limitation) those listed in Appendix 3 to this letter.

“**Permitted Purposes**” means use of any Commissioned Materials or parts of them by LOCOG for the promotion of LOCOG, the Games, any other Olympic and/or Paralympic Games and/or the Olympic and/or Paralympic movements and specifically includes use of the Commissioned Materials: (a) in any film or programme about the Games and/or the Olympic and Paralympic movements; (b) on any or all the LOCOG/BBC live sites; (c) via the internet; (d) at any event; (e) via broadcasting; (f) in any publication or promotional material; (g) in a documentary or news film or programme; and (h) for educational purposes.

“**Project Manager**” means the person so named in Appendix 3 to this letter or such other person as we may from time to time notify to you.

“**Property**” means the property at [●] on which the Artwork is to be installed and become part.

“**Protected Marks**” means any trade mark, trade names, logos or other intellectual property of us or any Games Body, including marks and designs relating to the Games, any Olympic or Paralympic teams, the Olympic Symbol (i.e. the five interlocking rings of the International Olympic Committee), the Paralympic Symbol (i.e. the three agitos of the International Paralympic Committee), the words “Olympic”, “Olympian”, “Olympiad”, “Paralympic”, “Paralympian”, “Paralympiad” (and their plurals) and/or any other word(s), motto, symbol or representation protected by the Olympic Symbol etc. (Protection) Act 1995, the London Olympic Games and Paralympic Games Act 2006 (whether as now in force or as amended in the future) or by any other legislation enacted in relation to the Games.

“**Services**” means the services to be performed by you in relation to the Project as listed in Appendix 1 to this letter and any further services instructed under paragraph 3.5.

1.2 In this letter any reference to us includes any person to whom the benefit of this letter is assigned or transferred.

1.3 If the artist appointed by this letter comprises two or more persons, obligations in this letter expressed or implied to be made with or by the artist are to be treated as made with or by such persons jointly and severally.

2 **YOUR OBLIGATIONS**

2.1 You shall perform the Services on our behalf and in accordance with our instructions, or the instructions of the Project Manager, from time to time.

- 2.2 You warrant to us that you have exercised and will continue to exercise, in the performance of the Services, all the reasonable skill, care and diligence which may be expected from a qualified and competent member of your profession experienced in the provision of such services in relation to projects of a similar scope, nature and complexity to the Project.
- 2.3 You shall comply fully with the requirements of the Brief and shall ensure that the design of the Artwork insofar as it falls within the scope of the Services conforms in all respects with those requirements, provided that nothing in this paragraph 2.3 shall preclude the exercise of independent skill and judgment by you in the performance of the Services. You shall notify us promptly if you consider that any changes to the Brief are necessary or desirable in the interests of the Project.
- 2.4 You shall at all times liaise and co-operate as necessary with the Project Manager, the Other Consultants and the Contractor to the intent that the design of the Project shall be fully integrated and so as to ensure the timely performance of the Services. In particular you shall liaise with the *[insert name of relevant Other Consultant]*, who will act as the lead design consultant in this integration process.
- 2.5 You shall keep us and the Project Manager regularly and fully informed on the progress of the Services and the Project.
- 2.6 Without limiting paragraph 2.5, you shall provide us and the Project Manager with such information in relation to the Services and the Project as we or he may reasonably require.
- 2.7 You shall perform the Services so as to achieve any milestones specified or referred to in this letter or as may otherwise be agreed between us and you.
- 2.8 You shall perform the Services in such a manner as to enable the budget for the Project to be achieved. You shall not without our prior written consent do anything which will or may materially increase the cost of the Project.
- 2.9 You shall perform the Services in accordance with any specific requirements which we have made known to you in respect of the Project (including, without limitation, any contractual obligations owed by us to any third party) and so as not to cause or contribute to a breach by us of any such requirements. You shall promptly report to us in writing if you consider that such requirements are unachievable or that changes to them are necessary or desirable in the best interests of the Project.
- 2.10 You shall comply with all applicable statutory requirements in performing the Services.
- 2.11 [Without limiting paragraph 2.10, you shall comply with all the obligations imposed on you as a "designer" [and "contractor"] by the CDM Regulations insofar as they apply to the Project and shall co-operate with our appointed CDM co-ordinator and with each of the Other Consultants and the Contractor so far as necessary to enable each of them to comply with their respective obligations under the CDM Regulations in relation to the Project. You warrant that you have the necessary competence and have allocated or, as appropriate, will allocate adequate resources to comply with your obligations under this paragraph.]²
- 2.12 Where you manufacture or supply any Artwork as part of the Services, you warrant

² Delete if definition of CDM Regulations is deleted.

to us that such Artwork will be (a) of a quality and standard of manufacture that is in conformity with any qualities and standards specified or referred to in or under this letter and in any case of a quality and standard appropriate to the Project and (b) reasonably fit for its intended purpose.

- 2.13 Where you install any Artwork as part of the Services, you warrant to us that the installation will be carried out (a) in a proper and workmanlike manner, (b) in accordance with the standards of workmanship (if any) specified or referred to in or under this letter and (c) in any case in a manner appropriate to the Project, so that the installation works will be reasonably fit for their intended purpose.
- 2.14 [You have nominated **[insert name]** to direct and control the performance of the Services and otherwise to act on your behalf for the purposes of this letter. Unless otherwise agreed or instructed by us in writing, he shall be available for so long as may be necessary to ensure the proper performance by you of the Services.]³
- 2.15 You shall provide us with such assistance and information as we reasonably require to enable us to comply with any audit requirements to which the Project is subject.

3 THE FEE

- 3.1 In consideration of the performance by you of the Services, we shall pay to you the Fee. Except as stated in paragraph 3.3, the Fee is inclusive of all expenses and disbursements and (subject to paragraphs 3.4 and 3.5) represents the whole of your entitlement to payment in respect of the Services.
- 3.2 The Fee shall be payable by instalments as set out in Appendix 4 to this letter. Each such instalment shall be paid by us on or before the final date for payment which shall be 30 days following receipt of your invoice (which shall be a valid VAT invoice if you are registered for VAT) for the amount claimed, together with any supporting documentation which we may reasonably require.
- 3.3 We shall also pay you, within 30 days following receipt of your application for payment, your reasonable and proper costs incurred in preparing and providing models, mock-ups and samples in connection with the performance of the Services, provided that you obtained our prior written consent to incur such costs and subject to you providing us with receipts and such other supporting information as we reasonably require.⁴
- 3.4 If at any time the nature, scope or timescale of the Project is materially altered in accordance with our requirements, we shall agree with you a fair and reasonable adjustment to the Fee (and to the instalments set out in Appendix 4, if appropriate) to reflect any substantial increase or decrease in the amount or timing of the work required of you because of such alteration.
- 3.5 We may at any time (but not unreasonably) instruct you to perform further services in relation to the Project in addition to the Services listed in Appendix 1. We shall agree with you a fair and reasonable additional fee (and a suitable schedule of instalment payments) before you commence the performance of any services so instructed.

³ Delete if artist being appointed is a single individual person.

⁴ Consider whether it is appropriate to include this paragraph. If not, delete paragraph and also delete "Except as stated in paragraph 3.3," from paragraph 3.1.

4 **INTELLECTUAL PROPERTY RIGHTS**

- 4.1 Copyright in the Commissioned Materials will be retained by you, but you hereby grant to us an irrevocable, royalty-free, non-exclusive licence (which shall remain in force notwithstanding the expiry or termination of your appointment under this letter for any reason) to copy and use (subject to paragraph 4.5) the Commissioned Materials for any purpose relating to the Project, the Property and/or the Games, including (without limitation) the maintenance, letting, occupation, management, sale, advertisement, reinstatement and repair of the Property. Such licence shall be freely assignable and includes the right to grant sub-licences. You shall not be liable for the consequences of any use of the Commissioned Materials for any purpose other than that for which they were prepared.
- 4.2 You shall not assign any intellectual property rights which you may have in the Commissioned Materials, whether under the Copyright, Designs and Patents Act 1988 or any other law worldwide, without our prior written consent.
- 4.3 You shall on request (both before and after the expiry or termination of your appointment under this letter) provide us with copies of the Commissioned Materials as we reasonably require. On completion of the Services, you shall provide us with complete copies of the Commissioned Materials.
- 4.4 Without limiting paragraph 5, you undertake not to use the Commissioned Materials for commercial gain or profit without first obtaining our prior written consent.
- 4.5 You hereby grant to LOCOG an exclusive, royalty-free, worldwide licence (until 31 December 2012) to use the Commissioned Materials for the Permitted Purposes and, subject to paragraph 4.6, for Merchandising. The licence includes the right to grant sub-licences.
- 4.6 The licence to use the Commissioned Materials for Merchandising shall expire on 31 December 2012 and shall be limited to the right to use the Commissioned Materials on or in paper-based, two-dimensional printed products (including, but not limited to, books, postcards and publications). Examples of any Merchandising may be given away free of charge by LOCOG, the International Olympic Committee or the International Paralympic Committee.
- 4.7 Should LOCOG wish to undertake any kind of Merchandising other than as described in paragraph 4.6, you shall enter into negotiations with LOCOG regarding the same, in which negotiations you and LOCOG will act reasonably and in good faith.
- 4.8 You hereby agree that each of LOCOG, the International Olympic Committee or the International Paralympic Committee may use your name, approved likeness and biography for all purposes in connection with the use of the Commissioned Materials for the Permitted Purposes and Merchandising.
- 4.9 LOCOG, the International Olympic Committee and the International Paralympic Committee may each in its own right enforce any term of this paragraph 4 that is in its favour pursuant to the Contracts (Rights of Third Parties) Act 1999.

5 **NO MARKETING RIGHTS**

- 5.1 You acknowledge and agree with us that you shall not:

- (a) use any trade marks, trade names, logos or other intellectual property of us, LOCOG, or of any other Games Body (including 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;
 - (b) represent, directly or indirectly, that you or your services or goods are in any way associated with us, the Games, or any Games Body, or that any services or goods have been endorsed or approved by us or them, including by publishing or issuing any statement (factual or otherwise) about the Games or the provision of goods or services to a Games Body;
 - (c) undertake any form of Ambush Marketing;
 - (d) cause to be done, or permit anyone reasonably within your 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 us or any Games Body; or
 - (e) do anything which would have an adverse effect on or embarrass us, any Games Body or any official supporter or sponsor of the Games.
- 5.2 LOCOG (and after its dissolution, an appropriate Games Body) shall have the right to enforce the terms of this paragraph 5 pursuant to the Contracts (Rights of Third Parties) Act 1999 and you acknowledge the provisions herein are of such importance to LOCOG that damages may not be an adequate remedy for breach and that injunctive relief may be a more appropriate remedy.
- 5.3 In addition to the marketing provisions set out in paragraphs 5.1 and 5.2, you shall also comply with any other marketing provisions relating to the Project that we may advise you of from time to time.⁵
- 5.4 This paragraph 5 shall continue to apply without limit of time after termination (for any reason) of your appointment under this letter.

6 **INSURANCE, RISK AND TITLE**

- 6.1 You shall maintain, with a reputable insurance company carrying on business in the United Kingdom, from the date of this letter and for a period expiring no earlier than 6 years after completion of the Services and notwithstanding the expiry or termination for any reason of your appointment under this letter, professional indemnity insurance to cover your liabilities under this letter, with a limit of indemnity of not less than £[●] in respect of each and every claim, provided that such insurance continues to be available in the United Kingdom market at commercially reasonable premium rates.
- 6.2 You shall retain the risk of and maintain insurance against damage or destruction of any designs, models, mock-ups, samples, Artwork and other material produced by you or on your behalf as part of the Services until such time as such material has been delivered to and accepted by us into our care and control. In the event that any such material is returned to your care and control, the risk of damage or destruction to it shall revert to you and you shall maintain insurance against the risk.

⁵ E.g. LDA's Marketing and Publicity Guidelines. The artist should be provided with a copy of such marketing provisions.

- 6.3 As and when reasonably requested by us, you shall produce for our inspection documentary evidence that the insurances required by this paragraph 6 are being properly maintained. You shall notify us promptly if such insurances cease to be available on reasonable terms and at commercially reasonable premium rates or if for any other reason you are unable to continue to maintain them.
- 6.4 The unencumbered title in any Artwork (or any component part thereof) to be manufactured or supplied by you shall pass to us on delivery, unless payment for the Artwork (or any such part) is made prior to delivery, when such title shall pass to us once payment has been made.⁶

7 CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 7.1 You shall execute and return to us a confidentiality agreement in the form set out in Appendix 5 and shall (as we require) procure that any person working for or engaged by you in connection with the Services also executes and returns to us such an agreement. This provision is without prejudice to the provisions of paragraphs 7.2, 7.3 or 7.4 or any other legal obligation of ours or yours.
- 7.2 You recognise that we are subject to legal duties which may require us to disclose information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2002 or any other applicable legislation or codes governing access to information and that we may be under an obligation to provide information on request. Such information may include matters relating to or arising out of or under this letter in any way.
- 7.3 You recognise and agree with us that in order to facilitate openness and accountability the general view is that all relevant information concerning our arrangements with you should be subject to disclosure unless the information is exempt in accordance with the provisions of the legislation and, where applicable, the public interest in withholding the information outweighs the public interest in disclosing it.
- 7.4 Where we receive a request for information held, you shall fully co-operate with us to enable us to comply with our obligations under the Freedom of Information Act 2000 and all other relevant legislation in relation to that information. If you receive a request for information, you will inform us of it without delay and comply with our instructions in relation to it.

8 ASSIGNMENT AND THIRD PARTIES

- 8.1 You shall not assign or transfer the benefit of this letter or any rights under it, nor sub-contract the performance of any of the Services, without our prior written consent. You shall be fully responsible for any work sub-contracted by you as if you had performed such work yourself.
- 8.2 We may at any time assign the benefit of this letter and any rights arising under it to LOCOG or any other person who has or acquires an interest in the Project and/or the Property without your consent being required. We shall give you written notice of any assignment by us under this paragraph.

⁶ NB This paragraph provides ODA with a minimal degree of protection in relation to the passing of title in an Artwork that has been paid for but not delivered. If a substantial part of the Fee relating to an Artwork is to be paid prior to delivery, consideration should be given to additional contractual provisions in ODA's favour, e.g. covering the marking of off-site materials and the provision of evidence that unencumbered title will pass to ODA on payment.

8.3 You acknowledge that any person providing grant funding in connection with the Project, LOCOG and any owner or subsequent owner and/or tenant of the Property or any part of it may rely on the proper performance by you of the Services and that this letter is intended to confer a benefit on such third parties pursuant to the Contracts (Rights of Third Parties) Act 1999. We shall notify you of any third parties on whom the benefit of this letter is to be conferred pursuant to this paragraph and the nature of their respective interests in the Project and/or the Property.

9 **SUSPENSION AND TERMINATION**

9.1 We may at any time by notice in writing to you require you to suspend the further performance of the Services immediately. If we have not required you to resume the performance of the Services within 6 months following the date of such suspension, either of us may then by notice in writing terminate your appointment under this letter.

9.2 We may at any time, by not less than 7 days' prior notice in writing to you, terminate your appointment under this letter.

9.3 If we are materially in breach of our obligations under this letter and fail to remedy such breach within 28 days following receipt of a written notice from you specifying the breach and requiring its remedy, you may then by notice in writing to us immediately terminate your appointment under this letter.

9.4 Upon any termination of your appointment under paragraphs 9.1 or 9.2 or 9.3:

- (a) you shall take immediate steps to bring to an end the performance of the Services in an orderly manner and shall promptly deliver to us all the Commissioned Materials then in existence (whether in the course of preparation or completed); and
- (b) we shall pay to you any instalments of the Fee and any additional fees agreed under paragraph 3.4 which have already accrued due at the date of termination (less any amounts previously paid), but we shall have no further liability to you under this letter and, in particular, we shall not be liable for any loss of profit, loss of contracts or other costs, losses and/or expenses incurred by you in connection with termination, notwithstanding that we may appoint another artist to realise another artistic concept in connection with the Project.

9.5 Termination of your appointment (however arising) shall not limit any accrued rights and remedies of either party in relation to any negligence, omission or default of the other party prior to termination.

9.6 Notwithstanding any termination of your appointment, the provisions of this letter will continue to bind each of us for as long as may be necessary to give effect to our respective rights and obligations under it.

10 **EXPIRY**

If not previously terminated, your obligations under this letter will expire on completion of the Services, but the provisions of paragraph 9.6 shall continue to apply.

11 **NOTICES**

11.1 Notices between us and you relating to this letter must be in English, in writing and must be delivered personally or sent by first class recorded delivery post to the address set out in paragraph 11.2, marked for the attention of the person stated in that paragraph. Alternative details may be notified by either us or you for the purposes of this paragraph 11.

11.2 Notices shall be treated as received as follows: if delivered by hand, when delivered; and if sent by first class recorded delivery post, 48 hours after posting. Any notices received after 5pm on any day shall be deemed given on the next working day in the City of London.

ODA:

Marked for the attention of: General Counsel

Address: 23rd Floor
One Churchill Place
Canary Wharf
London
E14 5LN

Artist:

Marked for the attention of: [redacted]

Address: [redacted]

12 **GOVERNING LAW AND DISPUTES**

The application and interpretation of this letter shall in all respects be governed by English law and any disputes or differences arising under it shall be referred to the English courts.

13 **MISCELLANEOUS**

13.1 This letter supersedes any previous arrangements between us and you in respect of the Services (whether oral or written) and represents the entire agreement between us and you in relation to the Project.

13.2 The provisions of this letter shall be deemed to have taken effect when you commenced the performance of the Services. Any services performed by you for us in connection with the Project prior to the date of this letter shall be treated as having been performed under the terms of this letter.

13.3 Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999. Where a right of enforcement has been so granted, we and you may rescind or vary this letter without the consent of the third party.

Please sign and return the attached copy of this letter to signify your acceptance of its contents.

Yours faithfully

for and on behalf of the
Olympic Delivery Authority

I, *[insert name of artist]*, accept the terms of this letter.⁷

Signed

Name

Date

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⁷ Amend signature block/add additional signature blocks as necessary.

Appendix 1 Services

General

You shall provide all artistic services necessary in order to achieve the completion of the Project, including the specific services listed below. This list should not be viewed as definitive or prescriptive and we expect you to use your expertise and initiative to develop the best strategies and solutions for the Project.

Specific Services

[To be inserted and to specify as necessary: general services; nature of any outputs (e.g. models); requirements to attend meetings and visit sites; presentation requirements; requirements relating to development of Project budget; requirements relating to the manufacture, delivery and installation of goods; key milestones etc.]

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**Appendix 2
Brief**

[To be inserted]

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Appendix 3 Other Consultants

1. Project Manager: [●]
2. Delivery Partner: CLM Delivery Partner Limited⁸
3. Architect: [●]
4. Structural Engineer: [●]
5. CDM Co-ordinator: [●]

[Amend list as appropriate]

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⁸ Delete if CLM are the Project Manager.

Appendix 4⁹
Schedule of Fee Payments

Milestone	Date	Amount (£)
	Total	

All sums in this Appendix are inclusive of VAT.

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⁹ Generally, milestones should be framed so as to avoid exposing ODA to significant payments for off-site Artworks and materials. See footnote to paragraph 6.4.

Appendix 5 Confidentiality Agreement¹⁰

Please read the following undertaking carefully. You are requested to confirm your agreement to this undertaking by signing below in the presence of an independent witness. Please note that you will not be allowed access to the London 2012 website or premises or provided with information unless you have confirmed your agreement to this undertaking.

To each of the London Organising Committee of the Olympic Games and Paralympic Games Limited ("**LOCOG**") and the Olympic Delivery Authority (the "**ODA**") together and severally (as appropriate) referred to as "**London 2012**".

YOUR DETAILS	
Full name (<i>please print</i>):	
Company (<i>if relevant</i>):	
Your address:	
DETAILS OF SERVICES	
Project:	
Services:	

In this agreement:

"**Confidential Information**" means any information relating in any way to the Games (including without limitation relating to the involvement in the Games of London 2012's sponsors, stakeholders, agents, employees, contractors, consultants, suppliers, the International Olympic Committee the British Olympic Association, the British Paralympic Association, or any other official Olympic or Paralympic body) ("**Partners**") in whatever form (including, without limitation, in written, oral, visual or electronic form or on tape or disk) supplied to you by London 2012 or received or created by you as a result of your involvement in the Games that would be regarded as confidential by a reasonable business person (whether or not, such information is identified or treated by London 2012 as confidential); and

"**Games**" means the games of the thirtieth Olympiad and the Paralympic Games that are to take place in 2012 in London.

By confirming your agreement to this undertaking and in consideration of London 2012 providing Confidential Information to you, you hereby agree and undertake to each of LOCOG and the ODA that:

1. In the course of your work with London 2012, you will come into possession of Confidential Information and you agree to enter into this agreement in addition to and separate from any other obligations that you or (if applicable) your employer may have to London 2012.

¹⁰ Amend Confidentiality Agreement as necessary if grantor is a corporate entity.

While you are performing duties for London 2012 and for as long as the Confidential Information remains confidential to London 2012 or to any third party to whom London 2012 owes a duty of confidentiality:

- (a) you will not directly or indirectly (whether through any person, firm, company or other entity) for any purpose other than for your work with London 2012: (i) except as expressly permitted, disclose any Confidential Information to any third party; or (ii) make any statement to, or communicate with, the media in respect of Confidential Information or in any way publish the same; or (iii) misuse any Confidential Information;
 - (b) you will keep all Confidential Information secure and in particular ensure that no Confidential Information that constitutes personal data (as defined in the Data Protection Act 1998) (the "**Act**") is transferred to any country outside the European Economic Area in breach of the Act; and
 - (c) you will limit access to Confidential Information to those of your employees, colleagues, advisers and any counterparties who necessarily require the same for the purpose of the Project and inform each person to whom Confidential Information is disclosed of the restrictions contained in this agreement as to use and disclosure of such Confidential Information.
3. You shall not be restrained from using or disclosing any Confidential Information which you are authorised to use or disclose by LOCOG's General Counsel or the ODA's Chief Executive; or which you are required to disclose by law provided that the disclosure is made in good faith and in an appropriate way to an appropriate person having regard to the provisions of the relevant legislation.
 4. You will destroy or return to London 2012 on demand any document containing Confidential Information and any copy which has been made, and expunge all such Confidential Information from any computer system, disk or other device containing it owned by you or under your control.
 5. In the event that London 2012 investigates any breach of this agreement, you accept that London 2012 has the right to suspend the provision by you of your services and payment indefinitely.
 6. You shall comply with any instructions issued by London 2012 in London 2012's absolute discretion in relation to the storage, viewing, copying and/or destruction of Confidential Information.
 7. You shall by this agreement have no right to use any trade marks, trade names, logos or other intellectual property rights of London 2012 (including the names "London 2012", "LOCOG" and "ODA") and shall not represent that any product or service provided has been endorsed or approved by London 2012 or any of the Partners, or that you, your products or services are in any way associated with those organisations or the Olympic Games and/or Paralympic Games, including by publishing or issuing any statement (factual or otherwise) about your provision of products or services to London 2012 otherwise than in accordance with the branding guidelines set out from time to time on the london2012.com website or (if applicable) in accordance with any agreement on confidentiality and publicity that your employer may have with LOCOG or the ODA.
 8. In respect only of Confidential Information supplied by London 2012 to external consultants (not being seconded to London 2012), such Confidential Information does not purport to be comprehensive and no representation or warranty is made by any person as to the accuracy, reliability or completeness of any of such Confidential Information. Accordingly, you (being such a consultant) agree that neither LOCOG nor the ODA shall have any liability to you resulting from your reliance on Confidential Information, and that neither LOCOG nor the ODA shall owe any duty of care to you in respect of the Confidential Information.
 9. Any breach of this agreement could cause injury to London 2012 for which monetary damages may not be an adequate remedy. In the event of a breach or threatened or

possible breach by you, you accept that London 2012 shall be entitled to injunctive relief in any court of competent jurisdiction. Nothing contained in this agreement shall be interpreted as prohibiting London 2012 from pursuing any other remedies available to London 2012 for such a breach.

10. Rights under this Agreement expressed to be in favour of London 2012 apply to LOCOG and the ODA collectively and to each of them individually.
11. The invalidity, unenforceability or illegality of any provision (or part of a provision) of this agreement under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification as is necessary to give effect to the intention of the parties.
12. This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

I hereby confirm to London 2012 my agreement to the terms and conditions set out above by executing this agreement as a deed.

Executed as a deed (by you):

Dated:

In the presence of:

Signed (witness):
.....

Witness' name (please print):
.....

Witness' address:
.....

Witness' occupation:
.....