

DATED: 5 February 2009

(1) Connect Public Affairs Limited

(2) London Thames Gateway Development Corporation

**FORMAL AGREEMENT
AND
STANDARD TERMS**

**Connect Public Affairs Limited
Millbank Tower, Millbank
London SW1P 4QP
Tel: 020 7222 3533
Fax: 020 7222 2677
www.connectpa.co.uk**

AGREEMENT DATED

PARTIES

- 1) **Connect Public Affairs Limited** a limited liability company registered in and under the laws of England and Wales with company number 03449749 whose registered office is at 5th Floor, 71 Kingsway, London WC2B 6ST ("**Connect**"); and
- 2) **London Thames Gateway Development Corporation** is the lead regeneration agency for the Lower Lea Valley and the London Riverside and whose registered office is at 9th Floor, South Quay Plaza 3, 189 Marsh Wall, London E14 9SH (the "**client**")

(each a "party" and together the "parties").

BACKGROUND

- A) Connect provides public affairs services including political and public policy consultancy, intelligence and research services, together with certain other related services. The Client has requested that Connect provides all or some of those services to it.
- B) The parties agree that this Agreement will provide a framework of terms to govern the services to be provided to the Client by Connect under this Agreement.

AGREEMENT

1. Definitions

1.1 In this Agreement, unless the context otherwise requires:

1.1.1 the following expressions have the following meanings:-

| | |
|-----------------------------------|---|
| "Agreement" | means the agreement between the parties contained in this document, together with all Proposals, modifications or additions made to the same in accordance with its terms; |
| "Business Day" | means a day, from Monday to Friday inclusive apart from bank holidays in England and Wales; |
| "Confidential Information" | means in relation to either party any confidential information relating to such party, including without limitation, its business, prospective business, technical processes or data, computer software (including source codes and object codes), Intellectual Property Rights, know how or finances, or dealings or affairs, or its price lists which is disclosed or comes into the other party's possession by virtue of this Agreement and which the disclosing party could reasonably be expected to regard, as confidential, whether or not such information is reduced to a tangible form or marked in writing as "Confidential", and any and all information which has been or may be derived or obtained from |

any such information, and the foregoing includes without limitation the existence and terms of this Agreement;

- "Fees"** means all and any monies payable under this Agreement by the Client to Connect as set out in the Proposals;
- "Intellectual Property Rights"** means all rights whether vested, contingent or future in and in relation to, any patents, utility models, trade marks, service marks, design rights (whether registered or unregistered), applications for any of the foregoing, copyrights, database rights, proprietary information rights and all other similar rights (whether registrable or not) and all extensions and renewals thereof as may exist anywhere in the world;
- "Normal Working Hours"** means the hours between 0900-1730 (GMT or BST as applicable) on a Business Day;
- "Proposal"** means each document describing the Services to be provided by Connect pursuant to this Agreement which shall include (to the extent applicable):
- a) a description of the Services to be provided;
 - b) the timetable for the provision of the Services;
 - c) a schedule of Fees for the Services; and
 - d) any terms and conditions applicable to the Services to be provided under that Proposal.
- "Services"** means any or all of the public affairs services to be provided by Connect pursuant to each Proposal;
- "VAT"** means UK value added tax or any similar sales or turnover tax wherever levied; and
- "Work Product"** means the materials and information (including documentation) as finally delivered by Connect to the Client following the performance of the Services.

- 1.1.2 references to the singular include the plural and vice versa and references to one gender include every gender; and
- 1.1.3 references to a person include an individual, firm, company, corporation, unincorporated body, any State or any agency of the above.

1.2 Save where otherwise stated all consents, approvals, notices, directions, invoices and/or instructions that are required to be given or obtained pursuant to this Agreement shall be given in writing in accordance with Clause 15.

2. The Proposal

This Agreement governs the overall relationship of the parties with respect to the performance of the Services and establishes a framework for the approval and performance of the work set out in the Proposal.

The Proposal will describe the provision by Connect to the Client of public affairs services or such other services as are specified in a Proposal. The Parties may agree to update the proposal from time to time.

A Proposal (or updated Proposal) must be signed by a duly authorised representative of each party or must be approved by a duly authorised representative of each party in an e-mail which clearly identifies the Proposal in respect of which approval is being given before it becomes part of this Agreement and thereby becomes binding on the parties. For the avoidance of doubt there shall be no obligation on the parties to agree a Proposal.

The Proposal agreed by the parties as at the date of this Agreement are set out in the Schedule.

In the event of any conflict or inconsistency between any term of a Proposal and any provision of this Agreement, the terms of this Agreement shall prevail unless clearly stated otherwise in the relevant Proposal.

3. Provision of Services

Connect will provide the Services and/or Work Product to the Client:

3.1 by the dates agreed between the parties and/or set out in the proposal

3.2 using reasonable skill and care in a timely, efficient and professional manner; and

3.3 using persons that are suitably skilled to perform work of the nature of the Services.

4. Payment of Fees

4.1. Connect will invoice the Client for the Fees according to the details set out in the Proposal(s). The Client will pay Connect the Fees and reimburse Connect for the expenses (together with any VAT due thereon) as specified in each such invoice within 28 days of receipt by the Client of each such invoice.

4.2. All sums payable under this Agreement shall be paid in full by the due date for payment of the same without any deductions or set off.

4.3. If any sum payable under this Agreement is not paid on or before the due date then (without prejudice to Connect's other rights and remedies) Connect may suspend compliance with its obligations to the Client under this Agreement until such sums are paid in full.

5. Intellectual Property

5.1 Subject to Clause 5.2 and Client's compliance with all of its obligations under this Agreement, Connect undertakes that, on notification by Client on or after the date of delivery to the Client of the Work Product (or relevant part thereof), it will assign to the Client all Intellectual Property Rights in the Work Product (or relevant part thereof) owned by Connect at that date.

5.2 The Client acknowledges that, in respect of the Work Product (or part thereof) referred to in Clause 5.1, Connect will retain a licence to:

- 5.2.1 use, modify, copy or create derivative works of the Work Product;
- 5.2.2 incorporate such modifications, copies or derivative works into other material or information; and
- 5.2.3 transfer to, and licence other persons (including Connect's Clients) to use (and to sub-licence the use of), the material or information into which such modifications, copies or derivative works are incorporated.

6. Confidentiality and Data Protection

Except to the extent permitted or required by law or this Agreement, neither party shall disclose to any person any Confidential Information relating to the other party without the other party's prior written consent either during or for 3 years after the termination of this Agreement and shall treat the Confidential Information of the other party with no less a degree of care than that with which it would treat its own.

Each party shall immediately inform the other if it becomes aware of the possession, use or knowledge of any of the other's Confidential Information by any unauthorised person, whether during the term of this Agreement or the period of 3 years after the termination of this Agreement and shall provide such reasonable assistance as is required to deal with such event.

The provisions of this Clause shall not apply to any Confidential Information which:

- 6.3.1 is in or enters the public domain other than by breach of this Agreement; or
- 6.3.2 is obtained from a third party who is lawfully authorised to disclose such information; or
- 6.3.3 is authorised for release by the prior written consent of the other party; or
- 6.3.4 is permitted to be disclosed pursuant to Clause 5.

If the receiving party (including, without limitation, its advisers, agents, consultants, sub-contractors and employees) is requested or legally compelled to disclose any of the Confidential Information of the other party, then that party shall or shall procure that the person in question shall provide the disclosing party with prompt written notice so that the disclosing party may make an application for injunctive relief or other appropriate remedy to prevent such disclosure. If such injunction or appropriate remedy is not obtained or the disclosing party waives compliance with this Clause 6, the receiving party referred to above in this Clause may disclose only that portion of the Confidential Information which is required by law and will exercise reasonable endeavours to obtain reliable assurances that confidential treatment will be accorded to the furnished Confidential Information.

Each party may disclose Confidential Information on a need to know basis to their advisers, agents, consultants, sub-contractors and employees. The parties shall ensure that any such advisers, agents, consultants, sub-contractors and employees to whom Confidential Information is disclosed or who have access to Confidential Information of the disclosing party shall, prior to such disclosure or access, be made aware of and undertake (in favour of the disclosing party) to comply with the terms of this Clause 6.

Both parties shall comply with all applicable data protection legislation and rules when dealing with personal information given or to be given to the other party under this Agreement.

7. Non-Solicitation

Neither party shall, without the prior written consent of the other party at any time during the term of this Agreement or for the period of six months after the termination of this Agreement, solicit or endeavour to entice away from or discourage from being employed by the other party any person who is, or shall at any time during the term of this Agreement be, an employee of the other party with whom the first party has had contact in connection with this Agreement.

In the event that either party breaches the provisions of Clause 7.1 it shall immediately pay the other by way of compensation for lost investment a sum equivalent to 50% of the annual gross basic contractual remuneration payable by the other party to such employee at the date of the relevant breach of Clause 7.1.

8. Term and Termination

This Agreement shall commence on the date written at the top of the first page and continue until terminated in accordance with Clauses 8.2 or 8.3

Subject to earlier termination pursuant to Clause 8.3, either party may terminate this Agreement by written notice to the other, such notice to expire no earlier than [28 days] or [3 calendar months] following its deemed receipt by the other party.

Either party may terminate this Agreement immediately by written notice to the other party if:

- 8.3.1 the other party fails to pay, within 28 days of a written notice to do so, any sum due under this Agreement;
- 8.3.2 (save as provided in Clause 8.3.1) the other party commits a material breach of this Agreement and fails to remedy it within a reasonable time following receipt of a request in writing from the other party so to do; or
- 8.3.3 if the other party becomes unable to pay its debts (as defined in Section 123 of the Insolvency Act 1986) or becomes subject to or itself invokes, or evidences an intention to invoke, any law or proceedings (in any jurisdiction to which it is subject) relating to its insolvency, liquidation, bankruptcy, winding-up, administration or dissolution or to a rescheduling, composition or arrangement in respect of any of its debts, or it has a receiver or other encumbrancer appointed over any part of its assets, allows a judgement against it to remain unsatisfied for more than 14 days or fails to make payment when due of any sum (not disputed in good faith) owed by it to a third party or insolvency proceedings similar to any of the above are brought against it in any jurisdiction to which it is subject.

9. Effects of Termination

Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination. Following termination, Connect shall invoice the Client for all Fees and expenses incurred since its last invoice and the Client shall pay such invoice in accordance with Clause 4.

10. Force Majeure

Notwithstanding anything else contained in this Agreement and save in respect of any obligation to make payment, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by any circumstance outside its reasonable control. Subject to the party so delaying promptly notifying the other party in writing of the reasons for the delay (and the likely duration of the delay) and using reasonable endeavours to ensure that the duration of such delay is as short as possible, the performance of such party's obligations shall be suspended during the period that the said circumstances persist and such party shall be granted an extension of time for performance equal to the period of the delay. Save where such delay is caused by the act or omission of the other party (in which event the rights, remedies and liabilities of the parties shall be those conferred and imposed by the other terms of this Agreement and by law) any costs arising from such delay shall be borne by the party incurring the same.

11. Liability

Save as provided in Clause 3 and this Clause 11.1, Connect (to the extent permitted by law) disclaims all warranties whether express or implied in relation to the provision of the Services. If there is a material breach of Clause 3, Connect shall have the right to re-perform the Service(s) in question within a reasonable time and free of charge. If such re-performance is in accordance with Clause 3 (save as to compliance with any time or date for performance), Connect shall be deemed to have remedied such breach.

Except in respect of fraud or injury to or death of any person (for which no limit applies) and subject to Clause 11.1:

- 11.2.1 the entire aggregate liability of either party to the other for all loss or damage arising from all acts or omissions relating to this Agreement regardless of the form of action, whether in contract or tort (including in each case negligence), strict liability or otherwise, shall be limited in any one period of 12 months following signature of the Agreement to proven direct damages in an amount not to exceed the aggregate of all Fees due from the Client to Connect during those 12 months; and
- 11.2.2 neither party shall be liable to the other party for loss of revenue, goodwill, data, business or anticipated profits (even if the other party has been advised of the possibility of such losses) or in contract, tort (including negligence or breach of statutory duty) or otherwise for any indirect or consequential loss whatsoever.

In no event will either party be liable to the other for any claim brought by the other more than 2 years after the relevant cause of action arose or ought reasonably to have been discovered.

12. No Waiver

No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

13. Entire Agreement

This Agreement contains the entire agreement between them relating to the provision of the Services and cancels and supersedes all prior agreements between the parties and all prior representations made by either party, whether oral or written relating to the Services. Nothing in this Clause 13 shall, however, operate to limit or exclude liability for fraud. .

14. Assignment and Sub-Contracting

Neither party may or may attempt to assign or transfer to any third party any rights or obligations arising under this Agreement without the prior written consent of the other party and any purported assignment or transfer in breach of this Clause shall be void ab initio and ineffective. Notwithstanding any provision of this Agreement, Connect may sub-contract any of its obligations under this Agreement to any suitably qualified third party.

15. Notices

Any notice to be given pursuant to this Agreement shall be in writing and signed by (or by some person duly authorised by) the party giving it and shall be served by sending it by hand, registered post, air mail, facsimile or email (in the case of facsimile and email, to be confirmed by registered post or air mail posted on the day of transmission) to the address of the relevant recipient party set out in Clause 15.3 (or as otherwise notified from time to time hereunder).

Notices served in accordance with Clause 15.1 shall be deemed received:

- 15.2.1 in the case of service by hand, on the same day if during Normal Working Hours and at the start of the next commencing period of Normal Working Hours if not;
- 15.2.2 in the case of service by registered post or air mail, 5 Business Days after the date of correctly addressed prepaid posting;
- 15.2.3 in the case of service by facsimile or email and on production of a document showing successful transmission, on the same day if the time of receipt shown in that document was during Normal Working Hours and at the start of the next commencing period of Normal Working Hours if not.

The addresses of the Parties for the purpose of Clause 15.1 are as follows:

Connect: Millbank Tower
Millbank
London SW1P 4QP
Attn: Gill Morris
Fax: 020 7222 3533
email: g.morris@connectpa.co.uk

the Client: **London Thames Gateway Development Corporation**
9th Floor, South Quay Plaza 3
189 Marsh Wall
London E14 9SH
Attn: Patrick Edwards
Fax: 0207 517 4734
email: Patrick.Edwards@ltgdc.org.uk

16. Variation

Notwithstanding any other provision of this Agreement, no addition to or modification of any provision of this Agreement (including the Proposal) shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of each of the parties.

17. Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the parties shall immediately commence good faith negotiations to remedy such invalidity.

18. No Partnership

This Agreement is not intended to and shall not render either party or its employees an employee, agent or partner of the other and each party shall not (and shall procure that its employees do not) hold it or themselves out as such.

19. Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. In relation to any legal action or proceedings arising out of or in connection with this Agreement ("Proceedings"), each of the parties irrevocably submits to the non-exclusive jurisdiction of the English courts and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that Proceedings have been brought in an inappropriate forum.

20. Rights of Third Parties

Nothing in this Agreement is intended to benefit a person who is not a party to it (a "Non-Party") and accordingly no Non-Party has any right under the Contracts (Rights of Third Parties) Act 1999 or otherwise arising to enforce any term of this Agreement nor is the consent of any Non-Party required for any termination of or amendment to this Agreement.

IN WITNESS WHEREOF the duly authorised representatives of the parties have executed this document on the date first written above.

GILL MORRIS
.....)
[Print Name])
Duly authorised for and on behalf of)
CONNECT PUBLIC AFFAIRS LIMITED)



.....)
[Print Name])
[Duly authorised for and on behalf of])
[the Client])

Thames Gateway Parliamentary Group Outline Programme 2009

Thames Gateway Parliamentary Group 2009 Programme

Following the success of the 2008 programme, it is proposed that the Thames Gateway Parliamentary Group will aim to undertake the following activity during 2009. This activity is subject to change following discussion and agreement with stakeholders.

1. Parliamentary Seminar with Margaret Beckett

Margaret Beckett has taken on the Thames Gateway brief within Government and has expressed interest in meeting the Parliamentary Group to discuss priorities. Last year, a TGPG seminar was held with Caroline Flint, Joe Montgomery and Paul Murphy from CLG. The seminar was well attended by Thames Gateway MPs and generated a lively and interesting discussion.

A similar seminar with Margaret Beckett would provide an invaluable opportunity to engage with the Minister and encourage greater dialogue between Thames Gateway MPs and the Government.

2. Labour and Conservative Dinners

Following the success of the Labour and Conservative Dinners in 2008 it is proposed that these are held again in 2009. The dinners seek to facilitate more intimate contact with constituency Members of Parliament and other Parliamentarians interested in or with a responsibility for the Gateway, with a view to provoking free flowing debate.

Members of Parliament from across the Gateway (Kent, Essex and London) will be invited, to encourage them to consider implications beyond their own constituencies, and to develop a wider network of influence. Dinners will be held in a private dining room in the Parliamentary estate or in a nearby Westminster restaurant and each dinner would be hosted by a high profile MP.

3. Annual Reception

The Annual Parliamentary Reception provides an unrivalled political networking opportunity for Members of Parliament, Peers, Ministers, the funding partners and other stakeholders in the Thames Gateway. The Annual Reception has in the past been well attended, and the level of attendees has been of a consistent high quality. For the partners it also provides a high profile speaking opportunity.

The annual reception is planned for late June or early July. A bid will be placed for the Attlee Suite in Portcullis House, House of Commons.

4. Activities at party conferences

Building on last year's successful fringe events at the Labour and Conservative Party Conferences, the TG partners are advised to aim for a strong presence at the 2009 political party conferences. The Party Conference Season presents an important opportunity for Partners to communicate and engage political audiences, as well as an opportunity for board members and local councillors to promote issues around the Thames Gateway on the national political stage.

4. Funding and sponsorship

Currently activity is supported by Thames Gateway London Partnership, Thames Gateway South Essex Partnership, London Thames Gateway Development Corporation, Thurrock Thames Gateway Development Corporation and Renaissance Southend, each contributing £4,000 (plus VAT and disbursements) per annum. Event costs are split and charged back at cost. Thames Gateway Kent Partnership does not contribute towards party conference activity, and contribute £3,000 (plus VAT and disbursements).

The proposed fees are based on how much it will cost Connect to provide a full-time secretariat to the Group. This includes delivering the agreed events programme throughout the year in addition to the provision of general support, and information as discussed and agreed with partners.

Our event management service include the provision of the following services:

- ongoing liaison with MPs and Peers, stakeholders and potential sponsors
- liaison with each of the partners funding the TGPG
- attendance at planning meetings
- provision of ongoing strategic and political advice
- implementation of events programme
- sourcing of and liaison with venue/s and accommodation
- sourcing and liaison with sponsor/s or host/s for Parliamentary venues, Chairs and speakers
- database management, build and maintenance
- drafting, design and print and mailing of invitation/s letters
- reservations and booking of accommodation, passes (as appropriate) and booking
- attendance and support on the day

For further information and queries please contact:

Caroline Gordon
Connect Public Affairs
c.gordon@connectpa.co.uk

Office number: 020 7222 3533

Mobile: 07825 601 582

5. 2009 INDICATIVE BUDGET

| | Budgeted Costs Exc Vat |
|---|---------------------------------------|
| 1 Annual Reception June/July 2009 | 5,500.00 |
| 2 Labour Dinner September/October 2009 | 1,600.00 |
| 3 Labour Party Fringe event September 2009 | 4,000.00 |
| 4 Conservative Party Fringe event October 2009 | 4,000.00 |
| 5 Conservative Dinner November/December 2009 | 1, 600.00 |
| 6 Misc. | 500.00 |
| BUDGETED EVENT COSTS 2009 | 17,200.00 |
| Connect Management Fee 2009 | 23,000.00 |
| 6.75% (incidental expenses, phone fax print etc) | 1,552.00 |
| VAT (15%) | 6,262.88 |
| TOTAL BUDGETED COSTS (INC VAT) | 48,015.00 |
| ESTIMATED 2009 BUDGET for a full partner (based on six full partners)* | 8002.56 |

*The indicative budget including fees and estimated costs is based on six full partners supporting the parliamentary group. Partners will be invoiced for the actual costs following the delivery of the events, and split between those involved equally. At this time TGKP has agreed to support all parliamentary group activity except the party conference fringes.