

DATED

2nd July

2015

(1) TRANSPORT FOR LONDON

and

(2) GARDEN BRIDGE TRUST

DEED OF ASSIGNMENT AND LICENCE OF
INTELLECTUAL PROPERTY RIGHTS
RELATING TO THE GARDEN BRIDGE
PROJECT



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PARTIES

- (1) **TRANSPORT FOR LONDON**, a statutory corporation of 42-50 Victoria Street, London SW1H 0TL (**TfL**).
- (2) **GARDEN BRIDGE TRUST** a charitable company limited by guarantee registered in England and Wales (company number 08755461 and registered charity number 1155246) whose registered office is 50 Broadway, London SW1H 0BL (**GBT**).

BACKGROUND

- (A) TfL and GBT are and have been since 30 October 2013 working jointly on the Garden Bridge Project (as that term is defined below).
- (B) By the Heatherwick Agreement TfL commissioned Heatherwick to provide design services in relation to the Garden Bridge Project on terms that provided for the assignment to TfL of all Intellectual Property Rights in the Products (both terms as defined in that agreement) of such design services resulting from the performance of that agreement by Heatherwick and any subcontractors contracted for that purpose.
- (C) By the Arup Agreement TfL commissioned Arup to provide engineering, environmental, transport planning and project management consultancy services in relation to the Garden Bridge Project on terms that provided for the vesting and/or assignment of IPR and licensing of Background IPR to TfL (both terms as defined in that agreement).
- (D) It is the intention of the Parties that all intellectual property rights created by or on behalf of Arup or Heatherwick under the terms of the agreements referred to in Recitals (B) and (C) above and previously assigned to TfL, should be assigned fully to GBT.
- (E) TfL has agreed to assign to GBT the rights referred to in Recital (D) above on the terms set out in this deed.

AGREED TERMS

1 Interpretation

- 1.1 The definitions and rules of interpretation in this clause 1 apply in this deed.

Arup

Ove Arup & Partners Limited

Arup Agreement

The agreement dated 8 July 2013 (made pursuant to the terms of a framework agreement dated 1 December 2009) entered into by TfL and Arup whereby TfL commissioned Arup to provide engineering, environmental, transport planning and project management consultancy services in relation to the Garden Bridge Project.

Arup Background IPR	All Intellectual Property Rights used or owned by or licensed to Arup in relation to the Garden Bridge Project except the Arup IPR.
Arup IPR	All Intellectual Property Rights prepared, developed or created by or on behalf of Arup (whether internally or by an external contractor or consultant) in relation to the Garden Bridge Project which have been vested in or assigned to TfL pursuant to the Arup Agreement.
Assigned Rights	The Arup IPR and the Heatherwick IPR.
Background IPR	The Arup Background IPR and the TfL Background IPR.
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Garden Bridge Project	The project to create a pedestrian bridge which will span the River Thames in London and feature trees and gardens, formerly known as "Temple Bridge".
Heatherwick	Heatherwick Studio Limited, company registration number 4170748.
Heatherwick Agreement	The agreement dated 3 May 2013 entered into by TfL and Heatherwick whereby TfL commissioned Heatherwick to provide design services in relation to the Garden Bridge Project.
Heatherwick IPR	All Intellectual Property Rights in all Products (both terms as defined in the Heatherwick Agreement) prepared, developed or created by or on behalf of Heatherwick (whether internally or by an external contractor or consultant) in relation to the Garden Bridge Project, which have been vested in or assigned to TfL pursuant to the Heatherwick Agreement.
Intellectual Property Rights	<ul style="list-style-type: none"> • Patents, utility models, rights to inventions, discoveries and processes; • copyright and neighbouring and related rights; • trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing-off or unfair competition; • registered and unregistered design rights and all other rights in designs; • rights to use, and protect the confidentiality of, confidential information including know-how and trade secrets; • rights in computer software and databases; • rights in commercial or technical information; • rights in reports, surveys and analyses;

- rights in preparatory material for any of the foregoing;

and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted registrations, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist now or will subsist in the future in any part of the world.

TfL Background IPR

All Intellectual Property Rights used or owned by or licensed to TfL in relation to the Garden Bridge Project (if any) and are not assigned to GBT by clause 2 of this agreement

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.5 References to clauses and schedules are to the clauses and Schedules of this agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This deed shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this deed under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes fax but not email.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 Where any statement is qualified by the expression so far as TfL is aware or to TfL's knowledge (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.

2 Assignment of IPR

In consideration of the sum of £1 (receipt of which TfL expressly acknowledges), TfL hereby assigns to GBT all its right, title and interest in and to the Assigned Rights, including:

- 2.1 the absolute entitlement to any registrations granted pursuant to any applications relating to the Assigned Rights (if any);
- 2.2 all statutory and common law rights, including the goodwill, attaching to the Assigned Rights to the extent that such rights vest in or have been assigned to TfL; and
- 2.3 to the extent that such rights vest in or have been assigned to TfL, the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this deed.

3 Licence of Background IPR

- 3.1 In further consideration of the sum referred to in clause 2, TfL hereby grants to GBT for the purposes of the Garden Bridge Project:

- 3.1.1 a perpetual, assignable, non-exclusive, irrevocable, royalty-free, worldwide licence to use, sub-licence and reproduce such Background IPR as it owns; and
- 3.1.2 a perpetual, assignable, non-exclusive, irrevocable, royalty-free, worldwide sub-licence to use, further sub-licence and reproduce such Background IPR as it does not own but has been vested in, assigned or licensed to TfL under the Arup Agreement and Heatherwick Agreement or otherwise, subject to TfL being entitled to grant such rights under the Arup Agreement and Heatherwick Agreement or otherwise;

in each case to the extent necessary for GBT to exploit the Assigned Rights for the purposes of the Garden Bridge Project.

4 Further assurance

- 4.1 TfL shall, at its own cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which GBT requests to vest in GBT the full benefit of the right, title and interest assigned to GBT under this deed, including:
 - 4.1.1 any necessary registration of GBT as applicant or (as applicable) proprietor of any Assigned Right; and
 - 4.1.2 assisting GBT in obtaining, defending and enforcing any Assigned Right, and assisting with any other proceedings which may be brought by or against GBT against or by any third party relating to the Assigned Rights.

5 IPR Licence to TfL

5.1 In consideration of the assignment referred to in clause 2, GBT hereby grants to TfL:

5.1.1 a perpetual, irrevocable, assignable, non-exclusive, royalty-free, fully paid up, worldwide licence to use, sub-licence and reproduce the Assigned Rights; and

5.1.2 a perpetual, irrevocable, assignable, non-exclusive, royalty-free, fully paid up, worldwide licence to use, sub-licence and reproduce such Arup Background IPR as has been licensed to GBT under this agreement;

for the purposes of the construction, modification, repair, maintenance and operation of the Garden Bridge Project.

5.2 For any other Intellectual Property Rights relating to the Garden Bridge Project that are not owned, licensed to or in the control of GBT, GBT will use its best endeavours to procure the grant of a licence of such Intellectual Property Rights to TfL on the terms set out in clause 5.1.

6 Waiver

No failure or delay by a party to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

7 Entire agreement

7.1 This deed constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

7.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this deed. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this deed.

8 Variation

No variation of this deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9 Severance

9.1 If any provision or part-provision of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall

be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this deed.

- 9.2 If either party gives notice to the other of the possibility that any provision or part-provision of this deed is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

10 Counterparts

- 10.1 This deed may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same deed.
- 10.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.
- 10.3 Transmission of an executed counterpart of this deed (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format), shall take effect as delivery of an executed counterpart of this deed. If that method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.

11 Third party rights

No one other than a party to this deed, their successors and permitted assignees, shall have any right to enforce any of its terms.

12 Notices

- 12.1 Any notice or other communication given to a party under or in connection with this deed shall be in writing and shall be delivered by hand or by pre-paid first class post or other next working day delivery service at its address set out at the head of this agreement and marked for the attention of:
- 12.1.1 in the case of GBT, the Chairman of the Trust;
- 12.1.2 in case of TfL, the Managing Director, Planning.
- 12.2 Delivery of a notice is deemed to have taken effect (provided that all other requirements in this clause have been satisfied):
- 12.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or
- 12.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 12.3 A notice given under this deed is not valid if sent by email.

- 12.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13 Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This deed has been entered into on the date stated at the beginning of this agreement.



The common seal of)
TRANSPORT FOR LONDON)
was affixed to this deed)
in the presence of:)



Authorised signatory JUSTINE WEAVER

Signed as a deed by GARDEN)
BRIDGE TRUST acting)
by PAUL DRING MORRELL,)
a director in the presence of) Director

Witness Signature



Witness Name
(block capitals)

SHIRLIE MORRELL

Witness Address

