INTERNATIONAL BUS BENCHMARKING GROUP

Imperial College London

Collaboration Agreement

1. Member Organisation's Name	London Buses incorporated in England under company registration number 3914787, whose registered office is at 197 Blackfriars Road, SE1 8NJ (the 'Member')
2. Member Contact Details	Name: Mike Weston Address: (if different to above) Tel No: [redacted] e-mail:
3. RTSC, Imperial College Contact Details	Name: [redacted] Managing Director Address: Railway and Transport Strategy Centre Centre for Transport Studies Department of Environmental & Civil Engineering Imperial College Exhibition Road London SW7 2AZ Tel No: [redacted] e-mail: [redacted]@imperial.ac.uk
4. Commencement Date	5th February, 2014

TERMS OF MEMBERSHIP

1. Definitions

In this Agreement the following expressions shall have the following meanings:

1.1 **"Agreement"** means this document including its schedules and appendices, as amended from time-to-time in accordance with Clause 10.3 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement";

1.2 **"Affiliate"** means any business entity which controls, is controlled by, or is under the common control with the Member and means any company, firm, partnership or other legal entity of which the Member directly or indirectly holds 50% (or, outside a Member's home territory, such lesser percentage as is the maximum, permitted level of foreign investment) or more of the nominal value of the issued share capital or 50% or more of the voting power at the general meeting of shareholders or has the power to appoint a majority of the directors or otherwise directs the activities of such company, firm partnership or other legal entity, but any such legal entity shall be deemed an Affiliate of a Member only as long as such relationship exists;

1.3 **"Background IPR"** means any Intellectual Property, other than Resulting IPR, existing at the date of this Agreement or created outside the terms of this Agreement and disclosed under the terms of this Agreement;

1.4 **"Benchmarking Activities"** means all projects, research, analyses, discussions, papers, presentations and work-shops undertaken by the Members and the RTSC on behalf of the Group;

1.5 **"Confidential Information"** shall mean confidential information of a Member disclosed under terms of confidentiality and shall include Background IPR and Resulting IPR as further set out under Clause 5 of this Agreement and the Confidentiality Agreement to be signed under Schedule A to this Agreement;

1.6 **"Fees"** shall have the meanings set out in this Agreement;

1.7 **"Group"** shall mean the International Bus Benchmarking Group (IBBG) as set out under Schedule B to this Agreement;

1.8 **"ICC"** means IC Consultants Limited, (Company No: 2478877) a wholly owned company of Imperial College London, whose office is located at 58 Prince's Gate, Exhibition Road, London, SW7 2PG and who shall be responsible for the contracting and administrative duties on behalf of the RTSC for this Agreement;

1.9 **"Individual"** or **"Third Party"** means any individual, company, corporation, firm, partnership, joint venture, association, organisation, institution, trust or agency, whether or not having a separate legal personality;

1.10 **"IPR"** means Intellectual Property and shall mean any patent, registered design, technical information, data, data definition, data collection methodology, copyright, database rights, design rights, topography rights, trademarks, service marks, applications to register any of the aforementioned rights, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world;

1.11 **"Member"** means the Organisation signing this Agreement for membership of the Group and as may be further defined in Schedule B to this Agreement;

1.12 [redacted]

1.13 **"Principal Contact"** means the person or persons participating in the Benchmarking Activities on behalf of the Member;

1.14 **"Party"** or **"Parties"** means either the Member, the RTSC or the Group;

1.15 **"RTSC"** means the Railway and Transport Strategy Centre of the Centre for Transport Studies, the Department of Civil & Environmental Engineering, Imperial College London which shall act as the facilitator, administrator and analyst on behalf of the Group and which will undertake the annual work programme as set out in Schedule B to this Agreement;

1.16 **"Resulting IPR"** means any IPR that arises or is obtained or developed by the RTSC from its analysis of the Benchmarking Activities.

1.17 **"Schedule B"** means the current description of the Group's Benchmarking Activities (which shall be updated from time-to-time) as agreed to by the Members. The current version of Schedule B will be available upon request and will be accessible on the RTSC web-site.

2. Terms of Membership

2.1 The Parties hereby agree that in consideration of the Fees paid to ICC under this Agreement the Member shall be entitled to contribute to and receive the membership benefits as set out in Schedule B to this Agreement.

[redacted]

2.2 [redacted]

3. Fees and Payment

3.1 In consideration of its admittance to the Group the Member shall pay to ICC the Fees as set out in Schedule B to this Agreement on or before signature to this Agreement. The Fees are confirmed as non-refundable.

3.2 All amounts payable under this Agreement are exclusive of VAT (or any similar tax) which the Member will pay at the current rate and as prescribed by law.

4. Term and Duration

4.1 [redacted]

4.2 This Agreement shall continue for as long as the combined Members of the Group agree to commission the RTSC as their Group facilitators, administrators and analysts in accordance with the terms of this Agreement.

5. Confidentiality

5.1 In order to ensure the on-going success of the international collaboration of the Group and to participate in and contribute to the Group under its founding principle of "complete openness within the Group and complete confidentiality outside the Group", the Parties agree to share their Confidential Information on the following terms.

5.2 Confidential Information shall be freely shared in good faith with all Group Members on the understanding that all the Group Members have signed the terms of Confidentiality Agreement attached as Schedule A to this Agreement.

5.3 A Member shall be granted access to the names of all existing Group Members and their contact details. As a condition for this access, the Member agrees to treat any and all such contact details as Confidential Information as further set out under terms of the Confidentiality Agreement.

5.4 The RTSC agrees to treat the Member's contact details as Confidential Information provided that the RTSC may, from time-to-time and without further notice to the Member, disclose the Member's contact details to other Group Members and to RTSC employees.

5.5 RTSC will continue to maintain the same level of security as it does with its own confidential information: the input data, computer databases and output documents will be maintained in secure offices

which will be locked at all times when unattended. Only those employees engaged in the Benchmarking Activities will be permitted access to the Confidential Information and will be required to sign the Confidentiality Agreement as set out under Schedule A.

5.6 The RTSC shall only disclose Confidential Information to the Member's Principal Contact, nominated contact, or other employees of the Member, as requested by the Principal Contact, and strictly on a need-to-know basis as agreed by the Principal Contact.

5.7 In order to maintain the high-level of protection of Confidential Information required under this Agreement, information relating to the Benchmarking Activities shall not be shared with the Member's parent organisation, Affiliates or subsidiaries except at the discretion of the Member and not under duress and then only when the parent organisation, affiliates or subsidiaries operate exclusively in the same city/region as the Member and are only using the information in connection with the Member's service territory (which shall mean only the city/region served by the Member) and without detriment of any other Member. Prior to the sharing of information the Member shall ensure that these entities are aware of the Confidentiality Agreement and is itself responsible for the compliance of these entities with the obligations in the Confidentiality Agreement.

5.8 The Principal Contact will be responsible for maintaining a written record of all its Member employees who have been given access details to the Group's website and will also ensure that such access is allowed only when necessary for the Benchmark Activity.

5.9 Unauthorised Disclosures: It is the responsibility of the Member's authorising body to comply with the terms of Confidentiality including the terms of the Confidentiality Agreement. Any significant non-authorised disclosure by a Member of a Party's Confidential Information may lead to the immediate Termination of the disclosing Member's Membership of the Group and also to the exclusion of the organisation of that Member from the Group.

6. Intellectual Property Rights

6.1 Background IPR.
For the avoidance of doubt, all know-how, background information and other intellectual property and proprietary rights made available by a Member hereto for use in connection with the Benchmarking Activities but not generated by the Benchmarking Activities ("Background IPR"), shall remain the property of the Member introducing the same.

6.2 Nothing in this Agreement shall act as an assignment of such Background IPR and a Member shall grant to the RTSC a royalty-free, non-exclusive licence to its Background IPR solely for use in relation to the Benchmarking Activities and subject to the protocol for

Dissemination, Research Publication and Stakeholder Engagement as set out in section 1 and 4 of the appendix to this Agreement.

6.3 Subject to the terms of Confidentiality and Termination provided for in this Agreement, the Member hereby grants to the RTSC a non-exclusive, royalty-free, perpetual licence to use the Resulting IPR created as a result of its Benchmarking Activities for the RTSC's internal research and teaching purposes only.

7. Publicity and Publication

7.1 Otherwise than as expressly provided for under this Agreement, neither Party shall make any press or other public announcement concerning any aspect of this Agreement. Neither Party shall use the name, crest, logo or registered image of the other Party nor the name of any employee or member of staff or student of the other Party for any purpose without the express written permission of the other Party. For the avoidance of doubt the above restrictions do not include the display of the Members' logos on the map of the Members and public presentations, etc. of the Group.

7.2 The Member recognises that publication of some of the Benchmarking activities will form an important component of a Member's participation in the Group and the Member may wish to publish or contribute to articles or information on the working practices or systems within the Group and information arising out of the Benchmarking activities of the Group. Such publication rights will be subject to the terms of Confidentiality herein and advance notice to the other Party/Parties.

7.4 As the founding Party of the Group the academic mission of research and publication are integral to the role of the RTSC in the Group. It is understood that the RTSC will publish their research findings on some of the Benchmarking activities in accordance with normal academic practice subject always to the terms of Confidentiality herein together with the terms of "Protocol for Use of Anonymous IBBG Information and Data" as set out under section 1 of the Appendix to this Agreement and subject to advance notice to the other Party/Parties.

7.4 Except for Background IPR owned by the Member and in accordance with the terms of Confidentiality herein, the Member agrees to use only anonymised data for information on the Benchmarking Activities issued to outside organisations or individuals, including shareholders, government or the media, or published in academic papers. The only exception will be data and information already published and freely available in the public domain. Otherwise, and for the avoidance of doubt, all information applying to other Members must be anonymised in accordance with the procedures set out in section 1 of the Appendix to this Agreement.

8. Warranties and liability

8.1 RTSC expressly does not warrant that any specific result or objective arising out the Benchmarking Activities whether stated in this Agreement or not shall be achieved or be achievable at all or within a specific time frame.

8.2 Subject to Clause 8.4 below and the obligations of Confidentiality contained herein, no Member to this Agreement shall be liable to another Member in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Member (a) of an indirect or consequential nature or (b) which consists of economic loss or other loss of turnover, profits, business or goodwill. A Member's liability under or in connection with this Agreement shall not exceed the amount of the Fees.

8.3 The Parties acknowledge that, in entering into this Agreement, they do not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.

8.4 Nothing in this Agreement excludes a Party's liability to the extent that it may not be so excluded under applicable law, including any such liability for death or personal injury caused by that Party's negligence, or any liability for fraud.

9. Termination

9.1 The Member may terminate this Agreement at any time by giving the RTSC and ICC ninety (90) days written notice.

9.2 The Member's Membership may be terminated if at the end of the first year the Member has not contributed to and participated in the Benchmarking Activities as an active Member of the Group. This decision will be made at the discretion of the Members and must be unanimous.

9.3 Either Party may terminate this Agreement with immediate effect at any time by notice in writing to a Party where a Party:

9.3.1 is in material breach of this Agreement and, in the case where a breach is capable of remedy within thirty (30) days and the breach is not remedied within thirty (30) days of a Party receiving notice specifying the breach and requiring its remedy; or,

9.3.2 if: (i) a Party becomes insolvent or unable to pay its debts as and when they become due; or (ii) an order is made or a resolution is passed for the winding up of a Party (other than voluntarily for the purpose of solvent amalgamation or reconstruction); or (iii) a

liquidator, administrator, administrative receiver, receiver or trustee is appointed in respect of the whole or any part of a Party's assets or business; or (iv) a makes any composition with its creditors; (v) a Party ceases to continue its business; or (vi) as a result of debt and/or maladministration a Party takes or suffers any similar or analogous action.

9.4 Subject to clause 9.2 the terminating Member shall undertake to complete all outstanding obligations it may have to the Group's Benchmarking Activities prior to the termination of its Membership or as agreed in writing with the RTSC.

10. General

10.1 *Force majeure.* Neither Party shall have any liability or be deemed to be in breach of this Agreement for any delays or failures in the performance of this Agreement that result from circumstances beyond the reasonable control of that Party, including without limitation labour disputes and acts of terrorism involving that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

10.2 *Dispute.* In the event of any difference, dispute or question, arising from this Agreement, the Parties will endeavour to settle such matters amicably between themselves in good faith. Should they be unable to do so within a period of 35 working days, except as provided for elsewhere herein, the matter shall then be settled finally by referring it promptly to the 'Model Mediation Procedure' promoted by the Centre for Effective Dispute Resolution using Alternative Dispute Resolution techniques. Any decision reached in this way shall be final and binding upon the Parties.

10.3 *Amendment.* This Agreement may only be amended in writing and signed by duly authorised representatives of the RTSC and the Member.

10.4 *Assignment.* The Member shall not assign, mortgage, charge or otherwise transfer any of its rights or obligations under this Agreement.

10.5 *Waiver.* No failure or delay on the part of a Party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.

10.6 *Invalid Clauses.* If any provision or part of this Agreement is held to be invalid, amendments to this Agreement may be made by the addition or deletion of wording as appropriate to remove the invalid part or provision but otherwise retain the provision and the other provisions of this Agreement to the maximum extent permissible under applicable law.

10.7 *No Agency.* Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf. This Agreement is not intended to establish and shall not be construed by either Party as establishing any form of business partnership between themselves.

10.8 *Notices.* Any notice to be given under this Agreement shall be in writing and shall be sent by email or first class mail to the address of the relevant Party set out at the head of this Agreement, or such other address as that Party may from time to time notify to the other Party in accordance with this Clause.

10.9 Notices sent as above shall be deemed to have been received on the same day for email or three working days after the day of posting (in the case of inland first class mail), or seven working days after the date of posting (in the case of air mail).

10.10 *Entire agreement.* This Agreement, including its Schedules and Appendices and all incorporated documents and information shall constitute the entire agreement between the Parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between the Parties relating to such subject matter. Subject to Clause 8.4, the Parties acknowledge that they are not relying on any representation, agreement, term or condition which is not set out in this Agreement and no other warranties, inducements, considerations, promises or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

10.11 *Third Parties.* For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a Party to it any right to enforce any of its provisions.

10.12 The Parties shall at all times observe and comply with all legally relevant laws, ordinance and regulations which may in any manner affect the performance of this Agreement.

10.13 *Law and Jurisdiction.* The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties hereby submit, except that a Party may seek an interim injunction in any court of competent jurisdiction.

SIGNED FOR AND ON BEHALF OF:

Railway and Transport Strategy Centre
by
IC Consultants Ltd

Signatu[redacted] Date: 27th February 2014

Name: [redacted]

Position: Contracts Executive

SIGNED FOR AND ON BEHALF OF:
London Buses

Signature [redacted] Date: 12. Feb 2014

Name: MIKE WESTON

Position: Director of Buses

SCHEDULE A

RAILWAY AND TRANSPORT STRATEGY CENTRE (RTSC)
IMPERIAL COLLEGE LONDON

INTERNATIONAL BUS BENCHMARKING GROUP

Confidentiality Agreement

THIS CONFIDENTIALITY AGREEMENT is made on the 5th day of February, 2014 by and between:-

IC Consultants Limited (Company Registration Number: 2478877) having its principal office at 58 Prince's Gate, London, SW7 2PG on behalf of the Rail and Transport Strategy Centre for Transport Studies (hereinafter "ICC"); and

London Buses incorporated in England under company registration number 3914787, whose registered office is at 197 Blackfriars Road, SE1 8NJ (hereinafter "London Buses")

Hereinafter also referred to as "the Party" or "the Parties".

A: Whereas the Parties have entered into a Membership Agreement for the International Bus Benchmarking Group on the above date;

B: The Parties now wish to enter into this Confidentiality Agreement in accordance with Clause 5 of the Membership Agreement which shall be completed as Schedule A to the Membership Agreement.

IT IS HEREBY AGREED as follows[2]:

11. In order to ensure the continuing success of the international collaboration of the Group and for the Members to be able to participate in and contribute to the Benchmarking Activities of the Group under its founding principle of "complete openness within the Group and complete confidentiality outside the Group", the Parties agree to share their Confidential Information as set out under Clause 13 below. The Member shall share its Confidential Information freely and in good faith with all Group Members on the understanding that all the Group Members have entered into and signed the terms of Confidentiality as entered into herein (hereinafter "the Purpose").

12. For the purpose of this Agreement the terms "Disclosing Party" shall mean the Party disclosing the Confidential Information, and "Receiving Party" shall mean the Party receiving the Confidential Information.

[2] Clauses 1-10 make up the Collaboration Agreement. This Confidentiality Agreement (schedule A to the Collaboration Agreement) starts with Clause 11 to avoid duplication of clause numbers, and to emphasize that the Collaboration Agreement and the Confidentiality Agreement are linked.

13. Confidential Information

13.1 "Confidential Information" shall mean any information or data supplied by a Disclosing Party through the course of the benchmarking studies under the Membership Agreement in any form, including both hard copy and electronic formats, whether commercial, financial, technical or otherwise including, information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how of the Disclosing party; Background IPR, Resulting IPR, data and information generated by the Group (either by a Member or by the RTSC), either in writing or orally; details of the Group website and information gained through site visits as set out in clause 15.3 below, including without limitation any written or printed documents, samples, models, photographs or any means of disclosing such Confidential Information.

13.2 Members are encouraged to adopt good practice habits of marking their Confidential Information or data as defined in Clause 13.1 as proprietary and Confidential by an appropriate stamp, legend or any other notice in writing bearing the words "Confidential Information".

13.3 The Parties hereby represent that the disclosure of such Confidential Information by and between the Parties is not contrary to the laws and regulations of their respective countries (as and where appropriate) and does not knowingly infringe the rights of any third Parties and each Party warrants, represents and undertakes that it has the full capacity and authority to enter into and to perform this Agreement.

13.4 It shall be the responsibility of the Member to ensure that all personnel in its organisation who are not employed on an employee/ staff contract with the Member organisation, such as consultants, sub-contractors and other temporary staff ("Contracted-In Staff"), having access to the Confidential Information shall only be granted access to the Confidential Information under the terms set out in section 2 of the Appendix to this Confidentiality Agreement. The Member shall be responsible for any breach of confidentiality of its Contracted-In Staff.

13.5 A Party will inform the other Parties immediately on becoming aware, or suspecting, that an unauthorised person has had access to Confidential Information.

13.6 The Receiving Party acknowledges that no warranty is given by the Disclosing Party nor may be implied as to the accuracy or completeness of the Confidential Information and in no event will the Disclosing Party be liable for any general, consequential, indirect, incidental, exemplary or special damages or loss arising out of the use of or the inability to use the Confidential Information by the Receiving Party.

13.7 In accordance with the Group's agreed Protocol as set out in section 1 of the Appendix to this Agreement, a Member may, with the prior written agreement of the Members and the RTSC, make available knowledge of the

Benchmarking Activities carried out on behalf of the Group to individuals and organisations external to the Group including Affiliates, shareholders, government bodies, the media or in academic publications. It is further understood and agreed that this information will only be released as anonymised data in accordance with the protocol as set out in section 1 of the Appendix to this Confidentiality Agreement.

13.8 For the avoidance of doubt a Member shall not use the name, crest, logo or registered image of another Member nor the name of any employee or member of staff or student of another Member for any purpose without the express written permission of that other Member.

14. Voluntary Disclosure

14.1 Nothing in this Agreement shall be construed as compelling a Party to disclose any Confidential Information to another Party, or to enter into any further contractual relationships including those pursuant to the Purpose to which the exchange of Confidential Information may relate.

14.2 It is expressly understood and agreed to by the Parties that the disclosure of Confidential Information under this Agreement shall not be construed as granting to the Receiving Party any rights, whether express or implied, by licence or otherwise, on matters, inventions or discoveries to which the Confidential Information relates or to any copyright, trademark or trade secret rights. The property in all Confidential Information disclosed by the Disclosing Party shall, subject to the rights of any third Parties, remain with the Disclosing Party.

15. Obligations of the Receiving Party

15.1 The Receiving Party undertakes to protect and keep in strictest confidence the Confidential Information using due diligence and reasonable care to apply the same degree of precaution and safeguards as it uses to protect its own Confidential Information of like importance.

15.2 The Receiving Party acknowledges that the Confidential Information is of a proprietary and confidential nature and undertakes to treat as strictly confidential and not to divulge to any third party any of the Confidential Information disclosed by the Disclosing Party/Parties and not to make use of any such Confidential Information without the Disclosing Party's/Parties' express, prior written consent.

15.3 In the event of a Party or Parties visiting any of the premises of another Party, the visiting Party/Parties undertake/s that any further information relating to the Purpose which may come to the Party's/Parties' knowledge as a result of any such visit/s, inclusive of the form, materials and design of the various elements of any relevant plant and equipment which may be seen at such premises as well as all the plant as a whole, the methods of operation thereof

and various applications thereof, shall be kept strictly confidential and that any such information shall be treated as Confidential Information and shall not be divulged to any third party and shall not be made use of in any way by the visiting Party or Parties without the other Party's/Parties prior written consent.

15.4 The Receiving Party shall only copy, duplicate and store Confidential Information, in whole or in part, where such copying, duplication and storing is necessary for the Purpose. On the written request to the Receiving Party by the Disclosing Party Confidential Information will be returned and/ or destroyed as requested by the Disclosing Party except where the Confidential Information is required for legal, regulatory or insurance purposes.

15.5 In the event of an unauthorised disclosure of Confidential Information the Receiving Party responsible for the breach will immediately inform the RTSC and all Members of this breach and the actions it is taking to suspend the breach and minimise its consequences.

16. Information Exempt from Confidential Information

16.1 The Receiving Party shall not have any obligations under this Agreement for Information which it can prove:

16.1.1 was at the time of disclosure published or otherwise generally available to the public; or

16.1.2 that after receipt from the Disclosing Party is published or becomes generally available to the public, other than through any act or omission on the part of the Receiving Party; or

16.1.3 was in the possession of the Receiving Party at the time of disclosure and which was not acquired directly or indirectly from the Disclosing Party under terms of Confidentiality, as evidenced by written documentation in its files; or

16.1.4 has been lawfully acquired from a third party without breach of this Agreement or breach of any obligation to the Disclosing Party; or

16.1.5 to have been developed by or for the Receiving Party at any time independently of the Confidential Information disclosed to it by the Disclosing Party; or

16.1.6 is approved for release or use by the written authorisation of the Disclosing Party; or

16.1.7 to the extent it is required to disclose by any applicable law or regulation (including but not limited to English law), or by the order of any competent court or government body or agency e.g. including, where applicable, the Freedom of Information Act 2000 and Environmental Information Regulations 2004 ("Mandatory Requirement") provided, however, that immediately upon a Receiving Party's receipt of the Mandatory Requirement and before making such disclosure, the Receiving Party shall, unless legally prohibited from doing so: a) notify the affected Disclosing Party/Parties (in order to allow the Disclosing Party/Parties to either interpose an objection to such disclosure as permitted under the

applicable law or regulation); and b) take immediate action to ensure that all Confidential Information subject to the request is anonymised in accordance with the procedures set out in section 1 of the Appendix to this agreement; and c) confirm to the Disclosing Party/Parties that all Confidential Information has been so anonymised; and d) take any other action to protect the Confidential Information which the Disclosing Party/Parties deem/s appropriate.

(i) Thereafter, the Receiving Party shall take reasonable action as deemed appropriate in order to comply with the Mandatory Requirement.

(ii) In the event that the Disclosing Party requires any supplementary action to be taken by the Receiving Party to protect the confidentiality of the Confidential Information, the Receiving Party shall, at the express written request of the Disclosing Party and to the extent reasonably allowable and consistent with the Mandatory Requirement, undertake such supplementary action.

(iii) Except where the Mandatory Requirement is directly attributable to the actions or omissions of the Receiving Party the Disclosing Party shall pay the Receiving Party for all costs and expenses incurred by the Receiving Party in carrying out the supplementary actions on behalf of the Disclosing Party.

17. Applicability of Agreement

17.1 The terms of this Agreement shall be deemed to apply also to the Affiliates, employees, Contractors and agents of the Receiving Party with whom any Confidential Information provided to it by another Party under this Agreement is shared. Each Party confirms that by its signature to this Agreement it will procure compliance with this Agreement by any Affiliate and/or employee with whom any Confidential Information provided to it by another Party under this Agreement is shared.

17.2 Upon Termination of Membership of the Group as set out under Clause 9 of the Membership Agreement the Parties undertake to continue to adhere to the obligations of Confidentiality as set out under this Confidentiality Agreement.

18. Term and Duration

18.1 Unless otherwise mutually agreed in writing between the Parties, the effective date of this Agreement shall be the date of signature by the last Party.

18.2 This Agreement shall remain in force while a Party continues to be a Member of the Group. This Agreement will automatically terminate on termination of a Party's Membership of the Group.

18.3 Upon termination of this Agreement the Receiving Party shall return and/ or destroy the Confidential Information to the Disclosing Party/Parties as so requested by the Disclosing Party/Parties.

18.4 Clause 17.2 shall survive the Termination of this Agreement.

19. Equitable Remedies for Breach

19.1 The Parties acknowledge that disclosure of Confidential Information contrary to the terms of this Agreement may cause irreparable harm and that a Party's remedies at law for breach of contract may be inadequate and the Parties agree that in the event of actual or threatened breach of this Agreement a Party or Parties shall have the right to seek (without limiting its other rights or remedies) to specifically enforce the provisions of this Agreement prohibiting disclosure and use of the Confidential Information by injunctive relief or specific performance or any other appropriate order before a competent court to restrain or compel a Party as a remedy for any such breach.

20. Non-assignment

20.1 No Party shall assign to any third party any or all or its rights and obligations under this Agreement without obtaining the prior written consent of the other Parties provided that in pursuance of any merger, consolidation, re-organisation, voluntary sale or transfer of the assets of the assigning Party to which the other Parties provide no objection, this Agreement shall inure to the benefit of and be binding upon the successor/s of the assigning Party.

21. Entire Agreement

21.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of the Agreement and supersedes all prior representations, negotiations, commitments, undertakings, communications whether oral or written, acceptances, understandings and agreements between the Parties with respect to or in connection with any of the matters or things to which this Agreement applies or refers. Recitals and Appendices form an integral part of this Agreement.

22. Applicable Law, Jurisdiction and Dispute Resolution

22.1 This Agreement shall in all respects be construed as an agreement made in England and subject to the laws of England and to the sole jurisdiction of the courts of England.

SIGNED FOR AND ON BEHALF OF:

Railway and Transport Strategy Centre
by
IC Consultants Ltd

Signature [redacted] Date: 27th February, 2014

Name: [redacted]

Position: Contracts Executive

SIGNED FOR AND ON BEHALF OF:
London Buses

Signature [redacted] Date: 12 Feb 2014

Name: MIKE WESTON

Position: Director of Buses

SCHEDULE B

INTERNATIONAL BUS BENCHMARKING GROUP

1. Definition and Objectives

The IBBG is an international benchmarking group for medium and large bus organisations. The group is jointly owned and steered by the Members with project management, administration, and research has been carried out by the Railway and Transport Strategy Centre (RTSC), at Imperial College London. The IBBG was formed in 2004 following the success of the CoMET and Nova metro benchmarking groups, on which its key principles are based. CoMET was originally founded in 1994, and has been in continuous existence since then.

The IBBG's principal aim is to identify and share best practices in a confidential environment. Members agree to share data and information through a range of processes including a comprehensive Key Performance Indicator (KPI) system, case studies on specific subjects of mutual interest and though direct contact between the organisations. Representatives of the Member organisations meet twice per year to share information and to develop and agree the future work programme for the group. Members also stay in on-going contact through the IBBG secure website and online discussion forum as well as through the project management, benchmarking analysis, and coordination provided by the RTSC.

The primary objectives of the IBBG are to:

- Share knowledge and identify best practices in a confidential environment
- Support Members in achieving their operational, environmental and strategic goals
- Develop systems of measures for use by management and to establish bus operation best practice
- Prioritise areas for improvement and support decision-making

Collaboration, independence, speed, and confidentiality are key principles of the group and are central to its success.

- Collaboration: Members help each other to improve their organisation. The benchmarking process that supports this requires unimpeded information exchange between bus organisations.
- Independence: The group is owned and run by the Members themselves, with project management, benchmarking analysis, and administration conducted by the RTSC at Imperial College London. This independence permits the group to pursue its own agenda and focus its efforts in areas of most immediate interest.
- Speed: The size of the group and the online interactions through the group's website permit quick responses for many queries.
- Confidentiality: The IBBG is based on an open and honest data and information exchange within the group, but not to outside parties. Members are happy to see both their strengths and weaknesses openly so that they can help each other improve.

Through benchmarking analysis and information exchange, The IBBG has amassed an expansive base of knowledge about bus public transport operations and management. New Members obtain full access to all such benchmarking reports and information.

What is benchmarking?

Benchmarking is a structured approach used to identify actions that lead to superior performance. It is important to note that benchmarking is not merely a comparison of data points or the creation of rankings. Rather, benchmarking is a comprehensive effort that stimulates productive "why" questions to identify lines of inquiry and best practices, with a clear focus on implementable results.

The benchmarking process utilised by the IBBG provides opportunities for:

- Cost savings achieved though the spread of best practices and more informed procurement decisions
- Identifying areas for operational improvement
- Best practice transfer and implementation
- Structured information exchange and networking – through focused visits and expert groups
- Informed dialogue with stakeholders
- Setting performance targets which are challenging, but realistic, supported by internationally comparable Key Performance Indicators
- Process improvements – identified though case studies

2. IBBG Members

As of the date of this document, The IBBG comprised 13 organisations in 12 cities:

• Transport Metropolitans de Barcelona (TMB)	Barcelona
• Société des Transports Intercommunaux de Bruxelles (STIB/MIVB)	Brussels
• Dublin Bus	Dublin
• IETT Isletmeleri Genel Müdürlügü (IETT)	Istanbul
• Prasarana Rapid Bus Sdn Bhd (RapidKL)	Kuala Lumpur
• Companhia Carris de Ferro de Lisboa (Carris)	Lisbon
• London Buses (LBSL)	London
• Société de Transport de Montréal (STM)	Montreal
• MTA New York City Transit (NYCT)	New York
• MTA Bus Company	New York
• Régie Autonome des Transports Parisiens (RATP)	Paris
• King County Metro Transit (KCM)	Seattle
• SMRT Buses (SMRT)	Singapore
• Coast Mountain Bus Company (CMBC)	Vancouver

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Appendix to

IBBG Collaboration and Confidentiality Agreement:

Introduction

This appendix to the collaboration and confidentiality agreement is created to serve as the practical interpretation of the confidentiality clauses in these agreements. All staff who require access to IBBG data and information should be made aware of these protocols before signing the one-page statement that confirms their understanding of these confidentiality protocols. On receipt of this signed one-page confidentiality statement RTSC staff will create an invitation for the secure IBBG website where all IBBG information and data can be found and downloaded.

This appendix consists of four sections:

1. Protocols for use of anonymous IBBG information and data
2. Protocols for allowing in-house contract staff access to IBBG information and data
3. Clarification on IBBG Members' other operations and consultancies
4. Protocol for research dissemination, publication and stakeholder engagement

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