

SCHEDULE 19
Deed of Confidentiality

DATED []

TRANSPORT FOR LONDON
and
[KEY PERSONNEL MEMBER]

DEED OF CONFIDENTIALITY

THIS DEED is made on []

BETWEEN:

- (1) **TRANSPORT FOR LONDON**, (“**TfL**”) (which expression shall include any firm, corporation or other contracting authority undertaking the functions of TfL or succeeding the functions of TfL), of Windsor House, 42-50 Victoria Street, London SW1H 0TL; and
- (2) **[KEY PERSONNEL MEMBER]**, (the “**Employee**”), of **[address]**.

BACKGROUND:

- (A) The Employee is employed by a third party employer, which is contracted to TfL to provide services in respect of some or all of the Schemes (as defined below).
- (B) The Employee has agreed to give certain undertakings direct to TfL regarding protection of Confidential Information (as defined below) in respect of the period during and following the Employment (as defined below) on the terms set out in this Deed.

IT IS AGREED as follows:

1. **Interpretation**

1.1 In this Deed:

“**Confidential Information**” means all confidential information (however recorded or preserved) disclosed or made available, directly or indirectly, by TfL or its employees, officers, representatives or advisers to the Employee including but not limited to:

- (A) the names, addresses or other personal information acquired by virtue of the operation of the Services (as defined below) and/or the Schemes regarding any member of the public, company, firm or organisation;
- (B) any information relating to any procedures, processes, methodologies, management systems, designs, research activities, inventions, secret processes, formulae, equipment, machinery, computer software or hardware or technical data utilised in the operation, management or enforcement of the Services and/or the Schemes where such information either: (i) has been provided by TfL; or (ii) relates to the Schemes or the business or affairs of TfL and/or its employees and is used by the Employee in the provision of the Services in relation to one or more of the Schemes; or (iii) relates to the manner in which TfL requires the Services to be provided; or (iv) relates to the Schemes or the business or affairs of TfL and/or its employees and indicates how the Services operate;

- (C) details of pricing structures, charges, rebates, discounts or charging exemptions applied to any person in relation to the Schemes and any payment policies, procedures and systems utilised in relation to the Services and/or the Schemes;
- (D) any financial information, costings, margins, results or forecasts relating to the Services and/or the Schemes;
- (E) details of any proposals relating to the commencement, expansion, contraction or cessation of activities under the Services and/or the Schemes, including in relation to any change in the geographical scope of the Services and/or the Schemes or the timing of any such matters;
- (F) details of any public relations communications, strategies or information relating to the Services and/or the Schemes, including any market research reports or surveys, utilisation or enforcement targets, any statistics relating to the Services and/or the Schemes, or any advertising or promotional material;
- (G) details of employees and officers of TfL and any other personnel providing services in respect of the Services and/or the Schemes (whether employed by TfL or otherwise) and of the remuneration and other benefits paid to them;
- (H) any information which has been given to TfL in confidence by suppliers or other persons;
- (I) details of suppliers, or contractors who provide services, to TfL and their terms of business whether relating to the Services and/or the Schemes or otherwise, including any details regarding any change to the identity of any supplier or contractor, or any change to their terms of business;
- (J) any information which the Employee is aware or has been told is confidential by or on behalf of TfL (whether orally, or where expressly stated on any documentation);
- (K) any other information of a private, confidential or secret nature concerning the Services and/or the Schemes;
- (L) any other information of a private, confidential or secret nature concerning TfL whether or not relating to the Services and/or the Schemes,

but excludes any information which:

- (A) is, or becomes, publicly available,
- (B) is developed independently by the Employee;
- (C) is already in the possession of the Employee; or
- (D) was, is or becomes available to the Employee on a non-confidential basis from a person who, to the Employee's knowledge is not bound by a confidentiality agreement with TfL or otherwise prohibited from disclosing the information to the Employee,

(in each case other than as a result of the Employee's default under this Deed or any act or default on the part of any of the Employee's employers which provides services in respect of the Schemes or on the part of such employers' agents or employees) or which is required by law or by order of a court of competent jurisdiction to be disclosed;

"Employment" means the Employee's employment with any employer which provides services in respect of the Schemes;

"GLA" means the Greater London Authority;

"Schemes" means (as the context requires or permits):

- (A) the Congestion Charging Scheme;
- (B) the LEZ Scheme; and/or
- (C) any other scheme in respect of which Services are to be provided by the Service Provider pursuant to this Agreement from time to time; and

"Services" means the services to be provided in relation to the Schemes.

2. **Protection of Confidential Information**

- 2.1 The Employee acknowledges that, during the Employment, the Employee will have access to Confidential Information.
- 2.2 The Employee shall not during the Employment, or at any time (without limit, until such information is no longer confidential, other than through a breach of confidence of the Employee or any other person) after the termination of the Employment:
 - (A) divulge or communicate to any person, company, business entity or other organisation any Confidential Information;
 - (B) make any copy, note or record of any Confidential Information without the prior written consent of TfL and that the Employee will clearly mark all such copies, notes and records "Transport for London – Strictly Private and Confidential";
 - (C) use any Confidential Information for the Employee's own purposes or for any purposes other than in the provision of services to TfL in connection with the Employment; or
 - (D) through any failure to exercise due care and diligence, cause any unauthorised disclosure of any Confidential Information.
- 2.3 All notes, memoranda, records, lists of employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever relating to TfL, the Services and/or the

Schemes (and any copies of the same) belonging to TfL or provided by or on behalf of TfL during the course of the Employment:

- (A) shall be and remain the property of TfL; and
- (B) shall be handed over by the Employee to TfL (or, if directed by TfL to the Employee's employer) on demand and in any event on the termination of the Employment.

2.4 The Employee shall ensure that any release of Confidential Information in breach of this Deed is notified immediately to TfL.

3. **Reservation of Rights and Acknowledgement**

3.1 TfL reserves all rights in its Confidential Information. No rights in respect of TfL's Confidential Information are granted to the Employee and no obligations are imposed on TfL other than those expressly stated in this Deed. In particular, nothing in this Deed shall be construed or implied as obliging TfL to disclose any specific type of information under this Deed, whether Confidential Information or not.

3.2 The Employee acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Deed. Accordingly, without prejudice to any other rights and remedies it may have, TfL shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Deed.

4. **Assignment**

4.1 TfL shall be entitled to assign the benefit of this Deed to any firm, corporation or other contracting authority undertaking the functions of TfL or succeeding the functions of TfL at any time.

5. **Contract (Rights of Third Parties) Act**

No person who is not a party to this Deed shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

6. **Entire agreement**

6.1 This Deed, together with any documents referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

6.2 Each party acknowledges that it has not been induced to enter into this Deed by any representation or warranty other than those contained in this Deed and, having negotiated and freely entered into this Deed, agrees that it shall have no remedy in respect of any other such representation or warranty except in the case of fraud.

7. **Waiver**

Failure by any party at any time to enforce any provision of this Deed or to require performance by the other parties of any provision of this Deed shall not be construed as a waiver of such provision and shall not affect the validity of this Deed or any part of it or the right of the relevant party to enforce any provision in accordance with its terms.

8. **Counterparts**

This Deed may be executed in any number of counterparts, which shall together constitute one Deed. Any party may enter into this Deed by signing any such counterpart.

9. **Invalidity**

If any provision of this Deed shall be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Deed in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Deed in any other jurisdiction shall not be affected.

10. **Law and Jurisdiction**

10.1 This Deed shall be governed by, and construed in accordance with, English law.

10.2 In relation to any legal action or proceedings arising out of or in connection with this Deed (the "**Proceedings**"), each of the parties irrevocably submits to the 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.

IN WITNESS whereof this Deed has been executed and delivered as a deed on the date which appears first above.

EXECUTED AS A DEED by)
[the Employee] in the presence of:)
The Employee

Witness:

Name:

Address:
.....
.....

The Common Seal of)
TRANSPORT FOR LONDON)
was hereto affixed by order)

Secretary / Assistant Secretary