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DATED

**ITSO SUPPLIER
REGISTRATION AGREEMENT**

(1) Between ITSO

and

(2) []

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THIS AGREEMENT is made on the _____ day of _____(month) _____ (year)

BETWEEN:

- (1) **ITSO**, a company limited by guarantee (Registered Number 04115311) whose registered office is 4th Floor Quayside Tower, 252-260 Broad Street, Birmingham, B1 2HF ("**ITSO**"); and
- (2) [Supplier name] []
a [organisation type and incorporated under the laws of which jurisdiction] []
[of/whose registered office is at/whose principal place of business is at] []
[address] []
[] []
 ("**the Supplier**").

1 Definitions

1.1 The following definitions apply in this Agreement:

- "Effective Date" means [];
- "Intellectual Property Rights" means copyright or rights in the nature of copyright (including, without limitation, database rights, topography rights and rights in typographical arrangements), unregistered design rights, registered design rights, patent rights, know how, or any other rights of a like nature, whether or not registered or capable of registration, and any applications for any such rights;
- "ITSO Compliant Hardware and Software" means hardware and/or software that has/have been duly certified by or on behalf of ITSO as being compliant with the ITSO Specification, in accordance with ITSO's accreditation procedures in place from time to time;
- "ITSO Operating Licensee" means a person who holds an operating licence in the form issued by ITSO from time to time;
- "ITSO Specification" means the document entitled "ITSO Technical Specification 1000 – interoperable public transport ticketing using contactless smart cards", the current version of which is version 2.1;
- "Licensed Works" means the Technical Outputs specified in contract number PPAD 9/120/33 between ITSO and the Department for Transport, the Intellectual Property Rights in which are vested in the Department and have been licensed to ITSO by a licence agreement dated 22 December 2003 (but excluding any part of those Technical Outputs in which prior Intellectual Property Rights vest in a party other than the Department);

“Trade Marks” means the trade marks set out in Schedule 1 to this Agreement which have been registered at or in respect of which applications for registration have been made to the UK Trade Marks Registry, as the same may be amended or substituted from time to time by ITSO.

1.2 In this Agreement, any reference to “persons” includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality).

2 ITSO Registration

2.1 ITSO hereby grants to the Supplier, on the terms of this Agreement, a non-exclusive right:

- (a) to refer to itself as, and to state on the Supplier’s stationery and advertising material that it is, an “ITSO registered” supplier but not to make any claims concerning compliance other than as in clause 3 below;
- (b) to use the Trade Marks on ITSO Compliant Hardware and Software; and
- (c) to use the Trade Marks on the Supplier’s stationery and advertising material.

2.2 ITSO hereby agrees to include the Supplier in its register of suppliers which ITSO will publish and keep accurate and up to date.

3 Accreditation of Hardware and Software

3.1 The Supplier shall be entitled to refer to ITSO Compliant Hardware and Software as “ITSO compliant”. This right shall not apply to any equipment, hardware or software other than ITSO Compliant Hardware and Software.

3.2 ITSO shall be entitled to withdraw or suspend any certificate which is issued in accordance with ITSO’s accreditation procedures in place from time to time in the event that the Supplier is in breach of clause 4.1 or 4.2.

4 Supplier’s Obligations

4.1 The Supplier shall, in the manufacture and supply of ITSO Compliant Hardware and Software, comply with the highest industry standards.

4.2 The Supplier shall ensure that all ITSO Compliant Hardware and Software manufactured or supplied by it is in accordance with the version of the ITSO Specification prevailing at the time of certification.

4.3 The Supplier shall abide by all applicable laws and governmental registrations in its manufacture and supply of ITSO Compliant Hardware and Software.

4.4 Registration Fees

As a condition of registration, the Supplier shall pay to ITSO the registration fees published by ITSO from time to time. All fees are stated exclusive of value added tax, for which the Supplier shall be additionally liable at the applicable rate from time to time.

4.5 The Supplier shall, promptly upon certification, deliver to ITSO, at its own expense, either (a) a unit of each type of ITSO Compliant Hardware and Software to which the certification relates or (b) with the approval of ITSO, a simulator of such ITSO Compliant Hardware and Software. The Supplier agrees that it shall grant to ITSO a perpetual, irrevocable, royalty-free licence to use all such ITSO Compliant Hardware and Software for the purposes of ITSO's ongoing inter-operability testing.

4.6 The Supplier shall not use the Licensed Works or any part thereof for any purposes whatsoever other than for the supply of ITSO Compliant Hardware and Software to ITSO or ITSO Operating Licensees.

4.7 The Supplier shall not (and shall not allow any third party to) modify, improve, adapt, vary, enhance, copy, publish or edit the Licensed Works or any part thereof and shall not, without the prior written consent of ITSO, grant or purport to grant a sub-licence of the Licensed Works to any person.

4.8 The Supplier shall abide by such copyright notices as are set out on the Licensed Works or any parts thereof and undertakes that it will not at any time disclose the Licensed Works, or any part thereof to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority.

4.9 The Supplier shall use its reasonable endeavours to prevent the publication of the Licensed Works or any part thereof and shall notify ITSO of any infringement of the provisions of this sub-clause howsoever caused.

4.10 The Supplier shall promptly notify ITSO if it becomes aware of any allegations that the use by ITSO or any ITSO Operating Licensees of the Licensed Works or any part thereof infringes any Intellectual Property Rights of third parties and the parties shall endeavour to agree on action to defend such claim.

4.11 The Supplier shall promptly notify ITSO if it becomes aware of any infringement (or potential infringement) by a third party of any of the Intellectual Property Rights in any part of the Licensed Works and shall give all reasonable assistance as ITSO may request to halt such infringement.

5 Use of the Trade Marks

5.1 The Supplier will not make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Trade Marks, and acknowledges that nothing contained in this Agreement shall give the Supplier any right, title or interest in or to any of the Trade Marks save as granted hereby.

5.2 The use of the Trade Marks by the Supplier shall at all times be in keeping with their distinctiveness and reputation (as determined by ITSO), and the

Supplier shall forthwith cease any use not consistent with such distinctiveness and reputation as ITSO may reasonably require.

- 5.3 The Supplier shall use the Trade Marks in the form (if any) stipulated by ITSO and shall observe any reasonable directions given by ITSO as to colours and size of the representations of the Trade Marks and their manner and disposition on ITSO Compliant Hardware and Software and on any stationery and advertising material.

6 Termination

6.1 Termination by Supplier

This Agreement may be terminated at any time by the Supplier by giving ITSO not less than 30 days' written notice, upon receipt of which ITSO will arrange to remove the Supplier from its register of suppliers.

6.2 Termination by ITSO

This Agreement may be terminated by ITSO in any of the following circumstances by giving notice in writing (which may take immediate effect):

- (a) if the Supplier is convicted by any court of competent jurisdiction of a serious offence relating to financial activities or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty or is subject of a judicial termination by ITSO;
- (b) if the Supplier is disciplined by a government of its domicile for conduct involving dishonesty or misuse of funds of others;
- (c) if any of the officers of the Supplier is convicted of an offence related to financial activities or is judged by a court to have committed fraud or breach of fiduciary duty; or
- (d) if the Supplier commits any persistent or continuing or material breach of any of the provisions of this Agreement and, in the case of such a breach which is capable of remedy, fails to remedy the breach within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied.

- 6.3 This Agreement shall terminate automatically in the event of termination of ITSO's licence from the Department for Transport to use the Licensed Works.

6.4 Consequences of Termination

Upon termination of this Agreement for any reason, the Supplier shall not be entitled to a refund of any fees paid to ITSO pursuant to this Agreement and shall immediately:

- (a) pay to ITSO any part of the registration fees or other monies owing under this Agreement;
- (b) cease to refer to itself as an ITSO registered supplier and shall remove all reference to ITSO and ITSO registration from its stationery and advertising material;

- (c) cease to supply ITSO Compliant Hardware and Software to ITSO or ITSO Operating Licensees (except to fulfil any orders in place at the date of termination);
 - (d) cease to make any use of the Trade Marks, save that the Supplier shall remain entitled to refer to ITSO Compliant Hardware and Software as "ITSO compliant".
- 6.5 Termination of this Agreement for whatever reason shall not affect the accrued rights of the parties arising in any way out of this Agreement as at the date of termination and in particular, but without limitation, the right to recover damages from the other.
- 6.6 All provisions of this Agreement which in order to give effect to their meaning need to survive its termination shall remain in full force and effect thereafter.

7 Third Party Rights

- 7.1 No term of this Agreement shall be enforceable by any third party under the provisions of the Contracts (Rights of Third Parties) Act 1999.

8 Non-Assignment

- 8.1 The Supplier shall not assign any of the rights conferred by this Agreement to any third party.

9 Notices

- 9.1 Any notice given under this Agreement shall be in writing and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post (or registered airmail in the case of an address for service outside the United Kingdom) or fax to the address and for the attention of the relevant party at the address set out at the beginning of this Agreement or at such other address as may be notified by that party in accordance with the terms of this clause. Any such notice shall be deemed to have been received:
- (a) if delivered personally, at the time of delivery;
 - (b) in the case of pre-paid recorded delivery or registered post, 2 working days from the date of posting;
 - (c) in the case of registered airmail, 5 working days from the date of posting; and
 - (d) in the case of fax, at the time of transmission unless transmission occurs outside of normal working hours in the country of the recipient in which case the notice shall be deemed to have been received at 9am on the next working day.
- 9.2 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the notified address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery, registered post or airmail letter, or that the notice was transmitted by fax to the fax number

of the relevant party notified by that party in accordance with the terms of this clause.

9.3 Notice given under this Agreement shall not be validly served if sent by e-mail.

10 Law and Jurisdiction

10.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and the Courts of England shall have exclusive jurisdiction.

SIGNED by)
for and on behalf of **ITSO Limited**) **Martyn Roper**
) **Head of Operations**

SIGNED by)
for and on behalf of [***the Supplier***])
)

Dated _____

**SCHEDULE 1
Trade Marks**

Registered Trade Marks

Trade Mark	Number	Date of Registration	Classes	Goods and Services
ITSO (Word only)	2308454	20/08/2002 (Renewal Date 20/08/2012)	09	Cards with encoded strips; smartcards; electronic travel cards and apparatus for use therewith; electronic payment cards; smartcard readers, but none for telecommunications purposes.
			35	Business administration and management; business assistance in the operation of a smartcard scheme.
			39	Passenger transport services and provision of information relating thereto; transport consultancy services.
			42	Research and development services (for others) relating to passenger transport, smartcards and smartcard systems; preparation of technical studies and reports.

Applications for Trade Marks

Trade Mark	Number	Date of Application	Classes	Goods and Services
ITSO (word and logo)	2310249	10/09/2002	09	Cards with encoded strips; electronic travel cards, payment cards and other electronic payment means; all goods in the class.
			35	Business administration and management; promotional and marketing services; all services in the class.
			39	Passenger transport services and provision of information relating thereto; transport consultancy services; all services in the class.
			42	Research and investigations relating to passenger transport; preparation of studies and reports; consultancy services relating to transport; all services in the class.