**THIS CONFERENCE SERVICES AGREEMENT UPDATE** is dated 22nd December 2016

1. Elsevier Ltd incorporated and registered in UK with company number 1982084 whose registered office is at The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB, United Kingdom (“Elsevier”).
2. World Conference on Transport Research Society Secretariat

Institute for Transport Studies, University of Leeds, Leeds LS2 9JT England

Background

1. The Conference Owner is the owner of, and hosts, a series of conferences entitled World Conference on Transport Research.
2. Elsevier is a provider of conference management services.
3. Elsevier has agreed to provide and the Conference Owner has agreed to take and pay for certain conference management services on the terms and conditions set out in this Agreement.

Agreed terms

# Interpretation

## The following definitions and rules of interpretation apply in this Agreement.

## Definitions.

Business Day: a day other than a Saturday, Sunday or public holiday when banks in London are open for business.

Conferences**:** the World Conference on Transport Research in 2016 in Shanghai and in 2019 and every three years thereafter in such location as the Conference Owner may determine (each, a **Conference**). The conference hosts a two stage submission system with abstracts and full papers.

Conference Milestone**:** a date by which a part of the Services is to be completed, as set out in the Conference Plan.

Conference Owner’s Manager**:** the Conference Owner’s manager for the Conference, appointed under clause 4.1.

Conference Plan**:** the detailed plan that describes the Conference and sets out the Conference timetable (including Conference Milestones) and responsibilities for the provision of the Services.

Conference Team: Elsevier’s Conference Project Lead and all employees, consultants, agents and subcontractors which it engages in relation to the Services.

Deliverables**:** all Documents, products and materials developed by Elsevier or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Elsevier’s Conference Project Lead**:** Elsevier’s manager for the Servicesappointed under clause 3.2.

Pre-existing Intellectual Property Rights**:** all Intellectual Property Rights used or provided by a party to the other party in relation to this Agreement and which existed prior to the commencement of this Agreement.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service 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, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Local Organising Committee:** a local host appointed by the Conference Owner for each edition of the Conference, and who is responsible for all logistical and operational and stage management elements of the Conference including venue selection and management.

Services**:** the services to be provided by Elsevier under this Agreement as set out in Schedule 1 and Elsevier’s obligations under this Agreement, together with any other services which the Conference Owner agrees to take from Elsevier.

STO: a session track organiser for the Conference.

## Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

## The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

## References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

## A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

## A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

## A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

## A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

## Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

## Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

## A reference to any party shall include that party's personal representatives, successors and permitted assigns.

## A reference to **writing** or **written** includes fax but not e-mail.

## Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

## 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.

# Commencement and duration

## Elsevier shall provide the Services to the Conference Owner according to the Conference Plan and on the terms and conditions of this Agreement, from and after the first date specified in the Conference Plan.

## The Services supplied under this Agreement shall continue to be supplied, unless this Agreement is terminated early in accordance with clause 12 or any other provision of this Agreement, until completion of the Conferences in 2019 and 2022 in accordance with their respective Conference Plans (**Initial Term**), when this Agreement shall terminate automatically without notice unless, no later than 31 January 2020 (or by the 31 January which falls no later than 3 years before the end of any Extended Term agreed under this clause), the parties agree in writing that the term of this Agreement shall be extended to cover a further Conference or Conferences after the Conference in 2022 (**Extended Term**). Unless it is further extended under this clause or terminated earlier in accordance with clause 12 or any other provision of this Agreement, this Agreement shall terminate automatically without notice at the end of an Extended Term.

# Elsevier’s obligations

## Elsevier shall use reasonable endeavours to provide the Services, deliver the Deliverables, and meet the Conference Milestones in accordance with the Conference Plan. Elsevier shall also co-operate with the Conference Owner in all matters relating to the Services.

## Elsevier shall appoint Elsevier’s Conference Project Lead who will lead the Conference Team to represent Elsevier on all matters relating to the Services and who shall have authority under this Agreement to bind Elsevier on all matters relating to the Services.

## Elsevier shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that have been communicated to it by the Local Organising Committee, and that apply at the Conference venue, provided that it shall not be liable if, as a result of such observation, it is in breach of any of its obligations under this Agreement.

## Elsevier shall promptly inform the Conference Owner of the absence (or anticipated absence) of Elsevier’s Conference Project Lead. If the Conference Owner requires, Elsevier shall provide a suitably qualified replacement.

## Elsevier will provide a marketing manager as part of the Conference Team who will use the relevant Elsevier products and services to solicit delegate registrations and work towards achieving the projected delegate target as agreed by the Conference Owner and Elsevier. The marketing manager will work to the same high standards and in the same manner as they do on an Elsevier-owned conference.

## Elsevier shall ensure that the Conference Team use reasonable skill and care in the performance of the Services.

## Elsevier will provide its standard online abstract and full paper submission service which is fully functional and easy to use for authors, reviewers and speakers, with the capacity to handle up to 2,000 simultaneous submissions. The system will receive abstracts, full papers and revised papers, and it will log, duplicate and distribute them to reviewers via the conference web site and acknowledge receipt to authors. Elsevier undertake to adapt their current system to take into account the specific requirements of the conference owner as listed below:

### STOs to be able to select and appoint reviewers.

### STOs to be able to see how many papers each reviewer has been allocated.

### Automatic emails to be generated to reviewers.

### If a reviewer declines the STO to be notified.

### Each session track will have one or more journals associated with it. In the back end the system will have the ability for STO/Guest Editor to be able to select which of the associated journals are relevant for that paper. Each journal may have different review requirements and the online abstract and full paper submission service will be adapted to have different review requirements/questions per track.

### It is expressly noted that the abstract submission system will provide the same level of functionality for the 2019 edition of the conference as was available for the 2016 edition and any changes to said functionality may be considered if the costs of changes are met by WCTRS

## Elsevier will provide a robust and secure online registration system with e-commerce facility to allow payment by credit card. Elsevier will collect registration payments on behalf of the Conference Owner and pass these revenues by bank transfer directly to the Conference Owner in full within 5 Business Days of the end of each calendar month in respect of payments received in that calendar month . No additional charges will be levied either to the Conference Owner or the registering delegate in respect of credit or other bank charges.

## Elsevier will provide all conference materials for the delegates (as further specified in Schedule 1). These include

- a conference programme booklet,

- an interactive electronic version of the conference programme ("App"),

- the General Proceedings of the conference,

- name badges, and

- a separate conference participants list.

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# Conference Owner’s obligations

## The Conference Owner shall:

### co-operate with Elsevier in all matters relating to the Services and appoint (and, as it thinks fit, replace) the Conference Owner’s Manager to represent the Conference Owner on matters relating to the Services;

### prepare the Conference Plan two (2) years before the start of each Conference;

### provide, in a timely manner, such suitable Pre-existing Intellectual Property Rights and other information as Elsevier may reasonably require and the Conference Owner considers reasonably necessary, and ensure that it is accurate in all material respects;

### Appoint a local organiser to be responsible for all logistic and organizational matters relating to the venue, catering, and stage management of the Conference;

### be responsible for all technical and scientific aspects of the Conference programme, including selection of themes/topics, selection of speakers and session chairmen/women, review and selection of abstracts and full papers, and shall use reasonable endeavours to provide such items materially, within the deadlines set out in the Conference Plan;

### ensure that each speaker is adequately briefed on the session theme and title of the relevant presentation and use reasonable endeavours to procure that each speaker submits a full paper within the deadline set out in the Conference Plan for inclusion in delegate materials.

### provide appropriate access to all relevant networks and lists as the Conference Owner considers reasonably necessary to ensure the success of the conference.

### acknowledge Elsevier as a partner organization in publicity material for the conference, in a format to be agreed.

## If Elsevier’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Conference Owner, its agents, subcontractors, consultants or employees, Elsevier shall not be liable for any costs, charges or losses sustained or incurred by the Conference Owner that arise directly from such prevention or delay.

## If Elsevier’s performance of its obligations under this Agreement is prevented or delayed by the Conference Owner’s non-adherence to the mutually agreed milestones and deliverables then Elsevier may, with agreement from the WCTRS President, assume the role of Conference owner to make decisions necessary to ensure that future deadlines can be adhered to, in the best interest of the Conference

# Change control

## The Conference Owner’s Manager and Elsevier’s Conference Project Lead shall meet to an agreed schedule, and at least once every 2 months, and at least fortnightly in the final three months before the Conference, to discuss matters relating to the Conference. If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.

## If either party requests a change to the scope or execution of the Services, Elsevier shall, within a reasonable time (and in any event not more than 15 Business Days after receipt of the request), provide a written estimate to the Conference Owner of: the likely time required to implement the change; any necessary variations to Elsevier’s charges arising from the change; the likely effect of the change on the Conference Plan; and any other impact of the change on this Agreement.

## If the Conference Owner wishes Elsevier to proceed with the change, Elsevier has no obligation to do so unless and until the parties have agreed in writing the necessary variations to its charges, the Services, the relevant Conference Plan and any other relevant terms of this Agreement to take account of the change.

## If Elsevier requests a change to the scope or execution of the Services, in order to comply with any applicable safety or statutory requirements, and such changes do not materially affect the nature, scope of or charges for the Conference, the Conference Owner shall not unreasonably withhold or delay consent to it.

# Charges and payment

## The Conference Owner will pay Elsevier a fee of $40 (forty US dollars) per registered delegate. Elsevier will raise invoices in a timely manner and to an agreed schedule once the final delegate registration numbers have been submitted to, and agreed by, the Conference Owner. The Conference Owner shall pay correctly submitted invoices within thirty (30) days of receipt. No other fees are payable by the Conference Owner under the terms of this Agreement.

## In the event of a) late registrations where credit card payments are unable to be processed until after the Conference and are subsequently refused by the credit card company for any reason, or b) registrations made without pre-payment where the delegate subsequently fails to arrive at the Conference, the registration shall be deemed a bad debt and as such will not count towards income, and the Conference Owner shall have no liability to pay any fee to Elsevier in respect of any such registration.

## Elsevier will require that registration fees are paid in advance of the Conference and reserve the right to refuse entry to any person arriving at the Conference without having paid the registration fee in full. Payment will be allowable on-site and Elsevier will provide staff and resources to facilitate this.

# Intellectual property rights

## Each party will continue to own the Pre-existing Intellectual Property Rights which are owned outright by it. Each party licenses to the other party all such rights free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable that other party to perform its obligations under this Agreement and, in the case of the Conference Owner, to make full use of the Deliverables and the Services.

## Each party acknowledges that, where a party uses or provides to the other party but does not own outright an item of the Pre-existing Intellectual Property Rights, the use and provision of rights in that item is conditional on the party that is using or providing to the other party such Pre-existing Intellectual Property Rights obtaining a written licence from the relevant licensor(s) on such terms as will entitle such party to use and/or license such rights to the other party.

## Subject to clause 7.1, Elsevier assigns to the Conference Owner with full title guarantee and, subject to clause 7.2, free from all third party rights, the Intellectual Property Rights and all other rights resulting from the Services (including the Deliverables).

## At its own expense, Elsevier shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement, including securing for the Conference Owner all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to the Conference Owner in accordance with clause 7.3.

# Confidentiality and Conference Owner’s property

## The Conference Owner shall not at any time during this Agreement and for a period of five (5) years after termination of this Agreement disclose to any person any technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Conference Owner by Elsevier, its employees, agents, consultants or subcontractors and any other confidential information concerning Elsevier’s business or its products which the Conference Owner may obtain, except as permitted by clause 8.2. The Conference Owner shall not use any such information for any purpose other than to perform its obligations under this Agreement.

## The Conference Owner may disclose Elsevier’s confidential information:

### to its members, employees, officers, representatives, consultants, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Conference Owner’s obligations under this Agreement. Conference Owner shall use its best endeavours to ensure that its employees, officers, agents or subcontractors to whom it discloses Elsevier’s confidential information comply with this clause 8; and

### as may be required by law, court order or any governmental or regulatory authority.

## Elsevier shall not at any time during this Agreement and for a period of five (5) years after termination of this Agreement disclose to any person any technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to Elsevier by the Conference Owner, its members, employees, agents, consultants or subcontractors and any other confidential information concerning the Conference Owner's business or its products which Elsevier may obtain, except as permitted by clause 8.4. Elsevier shall not use any such information for any purpose other than to perform its obligations under this Agreement.

## Elsevier may disclose the Conference Owner's confidential information:

### to its employees, officers, representatives, consultants, advisers, agents or subcontractors who need to know such information for the purposes of carrying out Elsevier's obligations under this Agreement. Elsevier shall ensure that its employees, officers, representatives, consultants, advisers, agents or subcontractors to whom it discloses the Conference Owner’s confidential information comply with this clause 8; and

### as may be required by law, court order or any governmental or regulatory authority.

## All Input Materials, Conference Owner’s Equipment and all other materials, equipment and tools, drawings, specifications and data supplied by the Conference Owner to Elsevier shall, at all times, be and remain, as between Elsevier and the Conference Owner, the exclusive property of the Conference Owner, but shall be held by Elsevier in safe custody at its own risk and maintained and kept in good condition by Elsevier until returned to Conference Owner, and shall not be disposed of or used other than in accordance with the Conference Owner’s written instructions or authorisation.

# Quality of Services

## This clause 9 sets out the entire financial liability of either party (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the other party in respect of: any breach of this Agreement however arising; and any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

## Each party warrants as follows:

### such party has all requisite legal and corporate power and authority to enter into this Agreement and to perform its obligations hereunder.

### such party will exercise reasonable care and skill in carrying out its duties hereunder, and will perform its services hereunder consistent with industry standards and with the quality and reputation of the Conference.

### such party’s execution and delivery of this Agreement and its performance hereunder will not result in a breach of any agreement or contract by which such party is bound, or violate any applicable law or regulation, or such party’s corporate or legal charter, or any judgment or order of any court or governmental agency with competent jurisdiction and authority over such party; and

### such party acknowledges and agrees that the other party does not make any representations, warranties or agreements not expressly set forth in this Agreement, and such party is not relying on any representations, warranties or agreements by the other party not expressly set forth herein.

## All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

## 

# Limitation of liability

## Nothing in this Agreement limits or excludes the liability of a party (**that party**):

### for death or personal injury resulting from that party’s negligence; or

### for any damage or liability incurred by the other party as a result of fraud or fraudulent misrepresentation by that party; or

### for any other liability which cannot be excluded or limited by applicable law.

## Subject to clause 10.1:

### neither party shall under any circumstances whatever be liable for: loss of profits; or loss of business; or depletion of goodwill and/or similar losses; or loss of anticipated savings; or loss of goods; or loss of contract; or loss of use; or loss or corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;

### the Conference Owner’s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall in respect of all claims (connected or unconnected) be limited to an amount equal to 500 x standard delegate registration fee as shown in budget

### Elsevier’s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall in respect of all claims (connected or unconnected) be limited to an amount equal to 500 x standard delegate registration fee as shown in budget

# Data protection

## The parties agree that, as defined in the Data Protection Act 1998 (**Act**), the Conference Owner is the “data controller” and Elsevier is the “data processor” in respect of any “personal data” supplied by the Conference Owner to Elsevier under this Agreement. Each party warrants that the processing of personal data supplied by the Conference Owner to Elsevier under this Agreement will be for the purposes of managing and marketing the WCTR Conference and in the manner envisaged by this Agreement or as instructed in writing by the Conference Owner and in accordance with the Act and all other applicable data protection laws and regulations. The Conference Owner further warrants that all delegates will have given prior consent to their personal data being supplied by the Conference Owner to Elsevier for processing in accordance with the purposes and in the manner envisaged by this Agreement or as instructed in writing by the Conference Owner.

## Elsevier shall promptly comply with any request from the Conference Owner requiring the Elsevier to amend, transfer or delete any personal data.

## At the Conference Owner’s request, Elsevier shall provide to the Conference Owner a copy of all personal data held by it in the format and on the media reasonably specified by the Conference Owner.

## Elsevier shall not transfer the personal data outside the European Economic Area without the prior written consent of the Conference Owner.

## Elsevier shall promptly inform the Conference Owner if any personal data is lost or destroyed or becomes damaged, corrupted, or unusable. Elsevier shall restore such personal data at its own expense.

# Termination

## Subject to the provisions of this clause, this Agreement shall terminate as set out in clause 2.2 of this Agreement.

## Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement without liability to the other immediately on giving notice to the other if:

### the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

### the other party is insolvent, files a petition in bankruptcy or makes an assignment for the benefit of creditors

## On termination of this Agreement for any reason:

### Upon termination or expiration, each party shall forthwith return to the other party any Pre-existing Intellectual Property Rights and any Input Materials, Conference Owner’s Equipment and all other materials, equipment and tools, drawings, specifications and data owned by the other party.

### Until they have been returned or repossessed, the Elsevier shall be solely responsible for their safe keeping

### the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination; and

### clauses which expressly or by implication have effect after termination shall continue in full force and effect, including the following clauses: clause 7, clause 8, clause 9, clause 10, clause 11, clause 13.4, clause 22, clause 23 and clause 24.

# Insurance

## The Conference Owner shall at its option procure for the benefit of the Conference Owner, third party insurance coverage to guard against loss, theft of monies collected or any other misdemeanours that may arise, through no fault of Elsevier, in the course of the Conference. The cost of the insurance policy shall be borne by the Conference Owner.

## Conference Owner shall procure adequate public liability insurance to protect itself against any claims, losses and damages in respect of the Conference, with coverage that extends to Elsevier, its staff, agents and sub-contractors.

## Not less than 30 days before the Conference, the Conference Owner shall provide Elsevier with certificates of insurance for the coverage required under this Clause.

## During the term of this Agreement and for a period of six years thereafter, Elsevier shall maintain in force, with a reputable insurance company, professional indemnity insurance in relation to the Services in an amount not less than £1,000,000 and shall, on the Conference Owner’s request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

# Non-exclusivity

## It is understood and agreed by and between the parties that Elsevier offers and renders conference managing services as an independent contractor to the Conference Owner and other third parties. It is further understood and agreed that Elsevier maintains the right to render similar services, and/or otherwise seek to render conference management services to other companies during the term of this Agreement, provided that:

### the rendering of such services does not cause a breach of any of Elsevier’s obligations under this Agreement; and

### Elsevier shall not engage in any such rendering of services if it relates to a conference which is similar to or in any way competitive with the Conference without the prior written consent of the Conference Owner.

# Audit and inspections

## During the term of this Agreement (and for a period of six (6) years after termination of this Agreement) and, not more than once in any one year period, the Conference Owner may cause an independent firm of chartered accountants or certified public accountants to audit the accounting records of Elsevier. The Conference Owner will give Elsevier written notice of an audit not less than 14 days before it is to occur. Each audit shall occur during regular business hours at Elsevier’s offices and shall not unreasonably interfere with Elsevier’s business activities. Elsevier may require the auditor to sign appropriate nondisclosure agreements and to comply with reasonable security requirements at Elsevier’s facilities. The investigation and/or audit of the Elsevier’s records shall only be to the extent that these relate to the performance of the obligations undertaken by Elsevier under this Agreement. Elsevier shall furnish reasonable assistance to the auditor. The Conference Owner shall pay the fees and expenses of the auditor, unless the audit reports a discrepancy of 2% or more in the delegate revenues reported to the Conference Owner, in which case Elsevier shall pay the fees and expenses of the auditor.

# Force majeure

## A party, provided that it has complied with the provisions of clause 15.3, shall not be in breach of this Agreement, nor liable for any failure or delay in performance of any obligations under this Agreement (and, subject to clause 15.4, the time for performance of the obligations shall be extended accordingly) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (Force Majeure Event).

## The corresponding obligations of the other party will be suspended to the same extent.

## Any party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:

### it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;

### it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

## If the Force Majeure Event prevails for a continuous period of more than 2 months, either party may terminate this Agreement by giving 30 days’ written notice to the other party. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

# Variation

Subject to clause 5, no variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

# Waiver

## A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

## No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of any such right or remedy.

## Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

# Severance

## If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

## If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

# Entire agreement

## This Agreement and any documents referred to in it constitute the entire agreement between the parties and supersede and extinguish all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this Agreement.

## Each party acknowledges that, in entering into this Agreement and the documents referred to in it, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement or those documents. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement or those documents (whether made innocently or negligently) shall be for breach of contract.

## Nothing in this clause shall limit or exclude any liability for fraud.

# Assignment

## Except as otherwise expressly provided in this Agreement, neither party shall directly or indirectly assign, transfer, mortgage, subcontract or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, prior written consent is not required if Elsevier assigns this Agreement to an affiliate or subsidiary, for so long as that affiliate or subsidiary remains an affiliate or subsidiary of Elsevier. The assignor shall procure that such assignee assigns any rights assigned to it in accordance with this clause 20.1 back to the assignor or another affiliate or subsidiary of the assignor immediately before such assignee ceases to be an affiliate or subsidiary of the assignor.

# No partnership or agency

Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

# Rights of third parties

## Each party that has rights under this Agreement is acting on its own behalf and not for the benefit of another person. A person who is not a party to this Agreement shall not have any rights under or in connection with it.

# Notices

## A notice given to a party under this Agreement shall be given in writing signed by or on behalf of the party giving it and shall be sent by one of the methods specified in this clause for the attention of the person, at the address specified in this clause (or to such other address or person as that party may notify to the other, in accordance with the provisions of this clause). If a notice has been properly sent or delivered in accordance with this clause, it will be deemed to have been received as follows:

### if delivered personally, at the time of delivery; or

### if delivered by courier, at the time of signature of the courier’s receipt; or

### if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting;

### if sent by pre-paid airmail, at 9.00 am on the fifth Business Day after posting.

## For the purpose of clause 23.1 and calculating deemed receipt:

### all references to time are to local time in the place of deemed receipt; and

### if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

## This clause 23 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.

## The addresses for service of a notice are as follows:

### Elsevier:

#### Address: The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB

#### For the attention of: Nigel Clear

### Conference Owner:

#### Address: Institute for Transport Studies

University of Leeds, Leeds LS2 9JT, England

#### for the attention of: Professor G R Marsden

# Counterparts

## This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

# Governing law and jurisdiction

## Regardless of the place of physical execution of this Agreement, or of its delivery, this Agreement shall be treated as though executed within England and Wales (the “Governing State”) and shall be governed and interpreted according to the laws of that country or state; and the parties irrevocably submit to the exclusive jurisdiction of the courts of the Governing State with respect to all disputes or matters arising out of or pertaining to this Agreement.

## This Agreement has been entered into on the date stated at the beginning of it.

Signed :…………………………………….. Signed: ……………………………….

Nigel Clear Yoshitsugu Hayashi

Commercial Director President

Elsevier Ltd For and on behalf of WCTRS

1. Services

This Schedule describes the following services

* Registration of delegates for the Conference
* Marketing
* Production of Conference publicity materials
* Conference Organisation
* Management of supplies and services for the Conference
* Post Conference Services

**Registration of delegates for the Conference**

Elsevier shall be responsible for the registration process, including planning registration flow, collecting and processing registration forms and delegate fees, issuing payment receipts to delegates, monitoring the registration deadline, and providing on-site registration counters at the Conference to attend to walk-in delegates.

Elsevier shall assist the Conference Owner to liaise with any delegates that need invitation letters for their visa applications and will provide reasonable assistance to try to resolve any issues.

In detail, this delegate management includes the following tasks:

1. establishing a delegate management database which includes the information needed by the Society for membership records (since delegates become members of the Society for the subsequent three years);
2. preparation and widespread circulation of a call to register;
3. establishing a facility to receive up to eight different categories of fee, based on country of origin and academic status (typically student or not), to include as a separate item the Society’s membership fee for that category;
4. design of the registration document, to include registration for any social and technical events;
5. a full payment procedure, with the potential for an increase in fee after a specified date;
6. issuing of receipts for payment;
7. collation of a delegate list based on the information provided on registration;
8. provision to the Society of the list of delegates, with the information on them required by the Society, the membership fee paid, and payment for the total sum due to the Society;
9. response to the Society’s audit of that information.

**Marketing**

Elsevier will draw up a marketing plan.

Elsevier will build and host a conference website including all necessary information and containing functionality to submit abstracts/extended abstracts and register delegates and attendees online.

Elsevier will be responsible for design, print and mailing of all promotional material including the conference web site and all printed material, within the scheduled time scale. The partner organizations will have sight of proposed material before print and distribution.

Elsevier will utilize all appropriate marketing channels to promote the conference, this will include (but not be limited to) mailing lists, banner advertisements, journal advertisements.

**Production of Conference Publicity Materials**

The cost of producing publicity and conference materials and other relevant stationery relating to the Conference shall be borne by Elsevier.

Elsevier shall produce the proceedings materials, publicity and other relevant stationery, including tickets and badges, for the Conference. The Conference Owner shall grant Elsevier the first priority to publish any post meeting supplement and related material.

Elsevier shall consolidate all speakers’ full papers for the production of congress proceedings and assist the Conference Organiser to collate all the necessary data input for the printing and mailing of all relevant print material, that is, work with the printer on the Conference Organiser’s behalf through the various stages of production. Elsevier will be responsible for obtaining consent from speakers should their work be used or quoted in any post meeting material published by Elsevier.

**Conference Organisation**

1. In conjunction with the Conference Owner draw up a timed schedule of activities and action points for all participating members. The schedule will be reviewed from time to time and adjusted as necessary. Hold regular progress meetings. Provide a Conference Project Lead (CPL) to manage the process to completion.
2. Receive abstracts and full papers as a two-stage screening process, log, duplicate and distribute to reviewers via the conference web site and acknowledge receipt to authors.

In detail, this includes the following tasks for the abstracts:

* a call for abstracts, to be circulated widely;
* receipt and registration of abstracts prepared to a pre-specified format (one page of A4 sheet describing a) objectives, b) data and methodology and c) expected results);
* circulation of abstracts to Topic Area Managers, and those whom they designate, for outline review;
* monitoring of the abstract review process and chasing of late reviews;
* recording the results of the abstract review;
* after checks for consistency (carried out independently) circulation of results and the call for full papers to authors;

This includes the following tasks for the full papers:

* receipt and registration of papers submitted for review; including the cv of the presenting author;
* collation of a list of potential reviewers and registration of those reviewers; invitation of reviewers to register in the system, indication their fields of expertise (by topic area and session track);
* selection of reviewers for each paper by the Session Track Organizer; invitation of reviewers; handling the confirmation from reviewers to accept this task;
* provision of papers to reviewers through the system; provision of pre-specified review formats (potentially individual formats by session track to fulfil requirements for special/ordinary issues of journals);
* on-line submission of reviews; sending a receipt to reviewers
* monitoring of the paper review process and chasing of late reviews;
* recording the results of the paper review;
* after checks for consistency (carried out independently) circulation of results to authors, including any requests for revision (with such results only being circulated on evidence that a payment and registration has been made.
* receipt and registration of revised review track papers;
* support of the re-review process as above

This includes the following tasks for other papers:

* receipt and registration of papers submitted in the non-review track;
* receipt of proposals for special sessions, including the proposed lists of contributors and any submitted papers relating to those presentations;
* provision of access for Session Track Organisers to all final submitted papers so that they can prepare the conference programme and identify session chairs;
* support for the nomination of session chairs; registration of session chairs and provision of access for them to papers in their sessions and author cv´s;

1. Take direction from the Conference Owner on abstract/extended abstract selection and write letters of acceptance/revision/rejection to authors. Provide instructions to authors and poster presenters.
2. Deal with all written and verbal enquiries, receive registration forms, produce and mail invoices, joining instructions and accommodation booking forms.
3. Creating the conference schedule with the supplied information (session rooms from the venue, special schedule requests-if possible). In detail, the resulting conference programme will also include plenary and special sessions, and may be revised through a number of drafts;
4. Provision of all conference materials to be provided to the delegates. This includes

- a conference program booklet with all useful information about the conference, including e.g. names of authors and co-authors with their affiliation and country, a list of STC, SCC and LOC members, a list of reviewers, a listing and explanation of SIGs, an author index, a list of journal co-operations and special issues.

- name badges, indicating the specific role of participants (e.g. topic area managers, SIG chairs, session chairs, speakers, ...),

- a separate conference participants list,

* preparation of the general Conference Proceedings, to include all those submitted papers which have passed abstract review, for circulation to delegates in an appropriate format;
* providing an interactive electronic program (app).

1. Other services include:

* support for Session Track Organisers in managing those papers shortlisted for inclusion in special issues of journals, up to the point at which they enter the journal’s side editorial processes;
* support for the Prizes Sub-Committee in managing those papers shortlisted for the award of prizes;
* automated production of statistics per Topic Area and for the whole conference at each stage in the above;
* those statistics to include details of lead and secondary authors to contribute to delegate management (see below);
* provision of all conference-related raw data to the Society after the conference.

**Management of Supplies and Services for the Conference**

The provision of delegate souvenirs, speaker tokens, is outside the scope of the Services. At the Conference Owner’s request, Elsevier shall assist the Conference Owner to source those items, the cost of which shall be borne by the Conference Owner, unless otherwise agreed.

**Post Conference Services**

Elsevier shall provide a full post conference report within 60 working days after the Conference. If “Thank you” letters are required, Elsevier shall draft and provide the “template” letter for use.

Elsevier will assist the Conference Owner to send out “thank you” letters to speakers and delegates. The cost of the stationery and postage will be borne by the Conference Owner.