

(DRAFT)

[DATE]

Dear

**University Road**

This letter sets out the principal terms and conditions on and subject to which the University of York (**the University**) is willing to enter into these terms with the Council of the City of York (**The Council**) subject to the agreement and signing by the parties of a detailed legally binding agreement (**Formal Agreement**).

This letter is not exhaustive and is not intended to be legally binding between the University and the Council except where specifically stated.

## **1. COMMERCIAL TERMS**

**THE UNIVERSITY AND THE COUNCIL OF THE CITY OF YORK SHALL JOINTLY DELIVER THE SCHEME SHOWN IN DWG TP/12012060/100/004A. IN GENERAL TERMS, THE UNIVERSITY WILL BE RESPONSIBLE FOR PROVIDING ALL THE OFF-HIGHWAY MEASURES, AND THE COUNCIL WILL BE RESPONSIBLE FOR DELIVERING THE ON-HIGHWAY COMPONENTS OF THE SCHEME.**

**MORE SPECIFICALLY, BY 30<sup>TH</sup> SEPTEMBER 2014 THE UNIVERSITY SHALL:**

**INSTALL STEPS LEADING FROM MARKET SQUARE AREA TO LINK WITH EXISTING PEDESTRIAN OVERBRIDGE.**

**INSTALL STEPS LEADING FROM MORRELL WAY TO THE MORRELL LIBRARY.**

**REMOVE EXISTING STEPS UP TO THE MORRELL LIBRARY FROM THE UNIVERSITY ROAD.**

**INSTALL DETERRENT PLANTING AND BOUNDARY FENCING ON THE EXISTING EMBANKMENT BETWEEN UNIVERSITY ROAD AND THE MORRELL LIBRARY (IN THE VICINITY OF THE EXISTING STEPS TO THE LIBRARY)**

**IN ADDITION, BY 30<sup>TH</sup> SEPTEMBER 2014 THE COUNCIL OF THE CITY OF YORK SHALL:**

**PROVIDE CROSSING IMPROVEMENT MEASURES ON UNIVERSITY ROAD FOR THE SAFETY OF UNIVERSITY STUDENTS, COMPRISING:**

- THE INTRODUCTION OF A 20MPH SPEED LIMIT WITH ASSOCIATED TRAFFIC CALMING (SPEED TABLES AND SPEED CUSHIONS)**
- PROVISION OF NEW TRAFFIC ISLANDS, AND**
- RELOCATION OF THE EASTBOUND BUS STOP TO A POSITION CLOSER TO THE MORRELL WAY JUNCTION**

## **2. TIME LIMITS**

**2.1 The parties agree to negotiate in good faith with a view to executing the Formal Agreement on or before [DATE].**

**2.2 Either party may at any time by notice to the other, in writing but not by email, terminate negotiations for the works and entry into the Formal Agreement, without having to give any reasons for doing so or incurring any liability to any other party. Such termination shall not affect the continuance in force of paragraph 3 to paragraph 5 inclusive.**

**3. CONFIDENTIALITY**

3.1 This paragraph is legally binding.

3.2 Each party undertakes that it shall not for a period of five years after the date of this letter disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by paragraph 3.3.

3.3 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of the evaluation of the works and the negotiation of the Formal Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this paragraph 3; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority..

3.4 No party shall use the other party's confidential information for any purpose other than the evaluation of the works and the negotiation of the Formal Agreement.

**4. COSTS**

4.1 This paragraph is legally binding.

Each party shall pay its own costs incurred in connection with the proposed project, whether or not it proceeds (including without limitation the preparation and negotiation of this letter, the Formal Agreement and any documents contemplated by it).

**5. GOVERNING LAW AND JURISDICTION**

5.1 This paragraph is legally binding.

5.2 This letter, and the negotiations between the parties in connection with the proposed Project and all disputes or claims arising out of or in connection with them or their

subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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

5.4 No one other than a party to this letter shall have any right to enforce any of its terms.

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Signed by \_\_\_\_\_ for and on behalf of The University

We confirm our agreement to the above.

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Signed by \_\_\_\_\_ for and on behalf of the Council of the City of York