

4 Funding

The developer has already agreed to fund the appropriate archaeological watching brief coverage and the costs will be agreed in a separate document.

5 Acknowledgements

Mol.AS is grateful for the assistance of James Mills of European Urban Architecture in the completion of this report.

6 Bibliography

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archaeological practice. The Site Owner will procure the preparation of the Finds Inventory and the Final Transfer Summary; a copy of the Finds Inventory will be available, if required. The materials listed in the Finds Inventory are collectively referred to in the remainder of this Deed as "the Archive".

- 2.2 The Site Owner will arrange for delivery of the Archive and the Final Transfer Summary to the Museum without cost to the Museum, after consultation with the Museum as to the method and time of delivery.
- 2.3 Title to and risk in the Archive will pass to the Museum on delivery of the Archive to the Museum in accordance with clause 2.2.

3. SITE OWNER'S WARRANTIES

- 3.1 The Site Owner warrants to the Museum that: -
 - 3.1.1 ownership of the Archive is vested exclusively in the Site Owner;
 - 3.1.2 the Archive is free of all charges, encumbrances and third party rights and no right has been granted in respect of the Archive which would affect the Site Owner's transfer of title to the Museum provided for in clause 2.3 or otherwise give rise to any conflict with the provisions of this Deed;
 - 3.1.3 the Site Owner has the unfettered right to transfer ownership and possession of the Archive to the Museum; and
 - 3.1.4 the Site Owner will at its own cost take all steps which are or may be necessary at any time to cure any defects in the title to the Archive to be transferred to the Museum in accordance with this Deed.
- 3.2 The Site Owner warrants to the Museum that the Archive will contain all relevant finds relating to the Excavation.
- 3.3 The Site Owner will indemnify the Museum against any and all claims, demands, proceedings, costs, expenses, loss or damage, of whatever nature which may be made or brought against or incurred by the Museum arising out of or in connection with any breach of the warranties given by the Site Owner in clauses 3.1 and 3.2.

4. INTERPRETATION; GOVERNING LAW AND JURISDICTION

- 4.1 This Deed will be governed by and construed in accordance with the Laws of England and Wales regardless of the place of execution or performance. The English Courts will have exclusive jurisdiction to deal with any dispute or other difference arising out of or in connection

with this Deed, unless the Museum chooses to invoke, or voluntarily submits to, the jurisdiction of some other tribunal.

IN WITNESS of which the parties hereto have executed this document as a Deed on the date first written above

SIGNED and DELIVERED as a DEED

By
by means of these signatures

Director

Director/Secretary

The Common Seal of
**THE BOARD OF GOVERNORS
OF THE MUSEUM OF LONDON**
was hereunto affixed in the presence of:

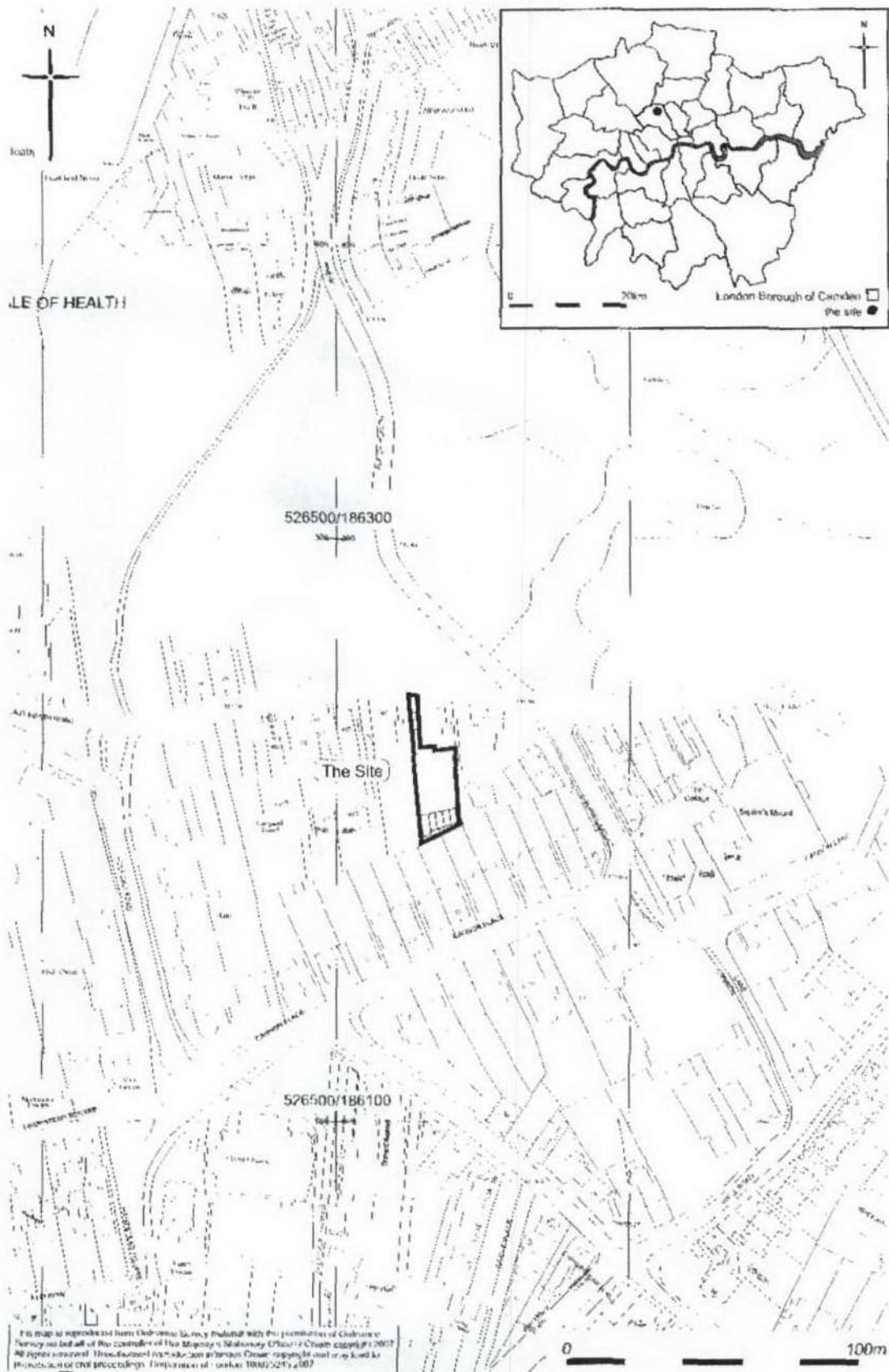


Fig 1 Site location



Ref: Project No. am/d/11/2914/02

Fig 2 Proposed development