



Ministry
of Defence



RPAS/00002 – FLEXIBLE TACTICAL UNCREWED AIR SYSTEM (FTUAS)

Schedule S –

IPR

Part 1: Copyright

- 1.1 Part 1 of Schedule S shall apply to all copyright works generated under the Contract, or delivered to the Authority under the provisions of the Contract, except that it shall not apply to copyright works covered by Part 2 of Schedule S or such other software clause as may appear in the Contract or for which the Authority is otherwise licensed, or to any work deliverable under the Contract and subject to the terms of the following Parts of Schedule S: Part 3 (*Intellectual Property Rights Vesting in the Authority*), Part 5 (*Repair and Maintenance Information*) or Part 7 (*Design Rights And Rights To Use Design Information*) where the information forms part of a data pack called for under a DEFFORM 315
- 1.2 The Contractor shall use all reasonable endeavours to ensure that copyright in any work generated under the Contract shall be the property of and vest in the Contractor, subject to the rights of third parties in pre-existing works.
- 1.3 The Contractor agrees not to publish any copyright work generated under the Contract without the consent in writing of the Authority. The Authority will not normally raise objection to publication unless delay or limited publication only is considered necessary in the national interest. The Authority will review, upon request by the Contractor, any such restriction on publication.
- 1.4 The Authority shall have, in respect of any copyright work to which this Part 1 of Schedule S applies, a free licence:
 - 1.4.1 to copy the work and to circulate and use the work or any copy thereof within any United Kingdom Government Department (which term includes the United Kingdom Armed Forces) provided that no part of the work nor any copy thereof shall, except with the prior written permission of the Contractor or pursuant to paragraphs 1.4.2 and 1.4.3, be made available to any third party;
 - 1.4.2 to issue the work or any part of the work or any copy of the work or any part thereof to another supplier or potential supplier to the United Kingdom Government for the purpose of use only under a contract, or tendering for a proposed contract, for a United Kingdom Government purpose, provided that the supplier or potential supplier is placed under an obligation which restricts disclosure and use of such work to the said purposes;
 - 1.4.3 to issue the work or any part of the work or any copy of the work or any part thereof to the government(s) of any nation with whom the UK enjoys a reciprocal defence agreement or arrangement, for information only, in pursuance of information exchange arrangements for defence purposes, provided that the recipient government is placed under an obligation not to use such work for other than information purposes or disclose it to a third party;

provided that, subject to any pre-existing rights of the Authority, paragraphs 1.4.2 and 1.4.3 above shall only apply to the work or any part of the work or any copy of the work or any part thereof if such work or part thereof is generated under the Contract. Sub-paragraphs 1.4.2 and 1.4.3 shall apply to all works or parts thereof unless otherwise marked by the Contractor in accordance with paragraph 1.5 below.
- 1.5 As soon as they become aware that any copyright work or part thereof delivered or proposed to be delivered is a work subject to special conditions or any third party rights known to the Contractor, or is a work or part thereof not generated under the Contract, the Contractor shall inform the Authority and upon delivery shall appropriately mark such

work or part thereof to identify the same and indicate the relevant conditions or rights.



- 1.6 The Contractor may mark or include in any copyright work to which this Part 1 of this Schedule S applies a copyright notice provided that such copyright notice acknowledges the Authority's rights under this Part 1 of Schedule S. Any such notice shall be perpetuated in any copies of such work made by the Authority or any other United Kingdom Government Department or its agents or contractors.
- 1.7 This Part 1 of Schedule S shall constitute an 'agreement to the contrary' for the purposes of Section 48 of the Copyright, Design and Patents Act 1988.
- 1.8 In this Part 1 of Schedule S 'copyright work' shall be understood to include any works, data or other materials in which a database right subsists.

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Part 2: Intellectual Property Rights in Software

For the purpose of this Part 2 (*Intellectual Property Rights in Software*) of Schedule S, the following wording and expressions shall have the following meanings:

"Deliverable Software" means the Software delivered or to be delivered or which forms an integral part of any Article delivered or to be delivered by the Contractor to the Authority in accordance with the requirements of this Contract;

"Non risk contract" means a contract placed on a cost reimbursement basis (whether with a fixed fee element or a percentage profit) which insulates the Contractor against loss;

"Object Code" means machine code executable by a data processing system;

"Risk contract" shall mean all contracts with a pricing arrangement which does not insulate the contractor against loss;

"Software" means all or part of any:

- (a) Object Code;
- (b) Source Material;
- (c) associated user documentation; and
- (d) anything further specified as Software in Schedule A (*Contractor's Obligations*);

"Source Code" means a representation of Object Code in or readily translatable into a form suitable for human understanding and transformable into the Object Code;

"Source Material" means that material, taken individually or in any combination thereof, which is:

- (a) Source Code;
- (b) a representation or identification of the data processing system configuration, computer programs, procedures, rules and associated documentation generated by or for the Contractor under this Contract;
- (c) a representation or identification of the data processing system configuration, computer programs, procedures, rules and associated documentation used to generate the Object Code, but not generated by or for the Contractor under this Contract, when in sufficient detail and suitable form, subject to paragraph 2.1.2 of this Part 2 (*Intellectual Property Rights in Software*) of Schedule S, to permit replication of such data processing system configuration, computer programs, procedures, rules and associated documentation independently of the Contractor;
- (d) subject to paragraph 2.1.2 of this Part 2 (*Intellectual Property Rights in Software*) of Schedule S, and to the extent necessary to enable modification and testing of the Object Code independently of the Contractor, documentation on the specification, design rules, design, testing, analysis, function, usage and capabilities of the Object Code and of the material at limbs (a), (b) and (c) of this definition;

"the Relevant Period" means the currency of this Contract plus a period of six (6) years from the completion of this Contract or such other period as may be specified in this Contract. Completion of this Contract shall be deemed to occur on the date when all work under this Contract is completed. The Contractor shall endeavour to ensure that the relevant period in any Sub-Contract shall expire on the same date, but shall consult the Authority if that is not achievable; and

"to modify" means to change or alter whether by means of adaptation, translation, extension, reduction by means of merging with other material, or by any other means, and the words 'modified' and 'modification' shall be construed accordingly.

The headings contained in this Part 2 (*Intellectual Property Rights in Software*) of this Schedule S shall not affect the interpretation thereof.

1 Ownership

- 1.1 The Contractor shall use all reasonable endeavours to ensure that all IPR in any Software generated under this Contract shall be the property of and vest in the Contractor, subject to any pre-existing rights of the Crown or of Third Parties.

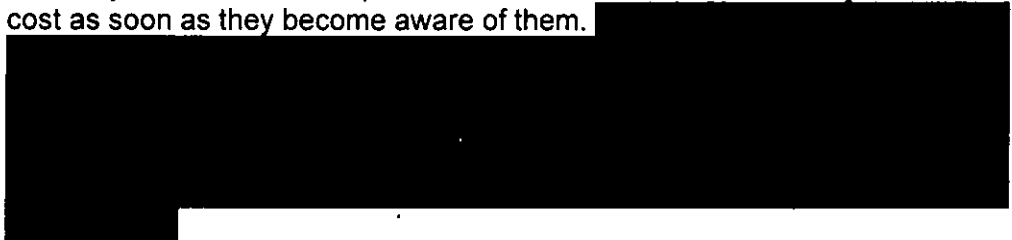
2 User Rights and Related Payments

- 2.1 The following user rights and related terms apply:

2.1.1 The Contractor grants to the Authority and all other Government Departments to the extent that they have the right to do so, the right, exercisable without payment to the Contractor:

- (i) to copy, modify and use any Deliverable Software for the services of HMG, whether by itself, its agents or its contractors;
- (ii) to issue any Deliverable Software or copies of any Deliverable Software to any contractor or potential contractor to HMG for the purpose of use only in connection with a contract or the tendering for a proposed contract for a Governmental Purpose.

2.1.2 The Contractor shall notify the Authority as soon as they become aware of any limitations as to the use of any Deliverable Software the IPR in which are owned by the Contractor or a third party. The Contractor shall also give to the Authority full details of the provisions of such limitations and any associated cost as soon as they become aware of them.



Except as provided for by paragraph 4.1.1(ii) (Subsequent Deliveries of Software) of this Part 2 (*Intellectual Property Rights in Software*) of Schedule S, the Authority shall have a right to exercise any of the rights referred to at paragraph 2.1.1 of this Part 2 (*Intellectual Property Rights in Software*) of Schedule S in respect of Deliverable Software notified to the Authority in accordance with paragraph 2.1.2 of this Part 2 (*Intellectual Property Rights in Software*) of Schedule S, the IPR in which are owned by the Contractor, subject to any limitations as to the use of such Deliverable Software identified

in Part 10 (*Proprietary IPR*) of Schedule S and subject to fair and reasonable terms.

- 2.1.3 The exercising of any such right shall not be conditional upon prior agreement on the need for, the amount of or the making of any payment therefor.
- 2.1.4 The Contractor shall, if requested to do so by the Authority, endeavour to secure for the Authority those rights listed at paragraph 4.1.1(ii) of this Part 2 (*Intellectual Property Rights in Software*) of Schedule S in Deliverable Software notifiable to the Authority in accordance with paragraph 2.1.1 of this Part 2 (*Intellectual Property Rights in Software*) of Schedule S the IPR in which are owned by a third party on terms and conditions to be agreed with or approved by the Authority.
- 2.1.5 Subject to the provisions of paragraph 2.1.2 of this Part 2 (*Intellectual Property Rights in Software*) of Schedule S but notwithstanding the provisions of paragraph 5.1.2 of this Part 2 (*Intellectual Property Rights in Software*) of Schedule S, the Contractor grants to the Authority the right to issue the Deliverable Software, in whole or in part, or a copy thereof, only to the government(s) of the nation(s) prescribed in this Contract, for information only, in pursuance of information exchange arrangements for defence purposes, provided that the recipient government is placed under an obligation not to use Deliverable Software so released for other than information purposes or to disclose it to a third party. Provided that, where the supply of Source Code is contemplated, and subject to any pre-existing rights of the Authority, this paragraph 2.1.5 shall only apply to the work or any part of the work or any copy of the work or any part thereof if such work or part thereof is generated under this Contract.

3 Other Software Generated Under this Contract

3.1 In respect of other Software generated under this Contract:

- 3.1.1 Should, during the Relevant Period, the Authority require the Contractor to deliver any Software generated under this Contract but which is not Deliverable Software:
- (i) where this Contract has yet to be priced or has been or is to be priced on a non risk basis, then such Software as is required by the Authority shall be delivered by the Contractor to the Authority within a reasonable period as a minimum as it exists at the date on which the Authority makes its requirement known in writing to the Contractor and from that date such Software shall be deemed to be Deliverable Software;
 - (ii) where this Contract has been priced on a risk basis, whether by negotiation or under competition, then such Software as is required by the Authority shall be delivered by the Contractor to the Authority within a reasonable period and on fair and reasonable terms as a minimum as it exists at the date on which the Authority makes its requirements known in writing to the Contractor and from that date such Software shall be deemed to be Deliverable Software (except for the purposes of paragraph 8 (*Commercial Exploitation Levy*) of this Part 2 (*Intellectual Property Rights in Software*) of Schedule S) provided always that the Authority shall not be liable to pay more than once for

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the supply of Software required by the Authority. Delivery to the Authority shall not be conditional upon prior agreement on the need for, the amount of, or the making of any payment therefor.

- 3.1.2 Notwithstanding anything to the contrary herein, other than in respect of any actual or alleged infringement of copyright, breach of confidence or IPR-related breach of contract, the Contractor shall have no liability whatsoever in respect of any consequence arising from the possession or use by or on behalf of the Authority of any such Software which is deemed to be Deliverable Software pursuant to paragraph 3.1.1 above.

4 Subsequent Deliveries of Software

4.1 In respect of subsequent deliveries of Software:

- 4.1.1 During the Relevant Period, the Contractor shall at the request and to the requirements of the Authority and to the extent they are able to do so in relation to third party software:
- (i) deliver further copies of the Deliverable Software to the Authority at a reasonable charge based on the cost of providing such copies;
 - (ii) where the Contractor is unable or unwilling to support, maintain or modify the Deliverable Software, deliver all Software, including such records as are specified in paragraph 4.1.3 (*Subsequent Deliveries of Software*) of this Part 2 (*Intellectual Property Rights in Software*) of Schedule S, necessary for the Authority, its contractors or agents to independently support, maintain or modify the Deliverable Software for the services of HMG. All such Software shall be supplied on fair and reasonable terms, but delivery shall not be conditional upon prior agreement on the need for, the amount of or the making of any payment therefor.
- 4.1.2 The Contractor shall retain for the Relevant Period a copy of such Software as is required for the performance of their obligations under paragraph 4.1.1 (*Subsequent Deliveries of Software*) of this Part 2 (*Intellectual Property Rights in Software*) of Schedule S.
- 4.1.3 If the Software generated under this Contract is subsequently modified by or on behalf of the Contractor for the Authority, the Software to be retained under paragraph 4.1.2 (*Subsequent Deliveries of Software*) of this Part 2 (*Intellectual Property Rights in Software*) of Schedule S shall be the latest modified version and any other version that may be specified by the Authority no later than the time of delivery of the succeeding modified version. The Contractor shall additionally maintain sufficient records to enable the changes introduced by each such modification to be identified so as to provide traceability back to the version originally accepted by or for the Authority.

5 Confidentiality

5.1 In respect of confidentiality:

- 5.1.1 The Authority undertakes to:
- (i) receive and hold in confidence all Deliverable Software;

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- (ii) enforce all reasonable regulations and precautions upon the officers, agents, contractors and employees of the Authority and of all other Government Departments in order to preserve the confidential nature of the Deliverable Software;
- (iii) not disclose the Deliverable Software outside Government Departments and Government Establishments, except as expressly permitted by any other provision of this Part 2 (*Intellectual Property Rights in Software*) of Schedule S or otherwise expressly agreed in writing by the Contractor.

5.1.2 The Authority shall, subject to paragraphs 5.1.3 and 5.1.4 (*Confidentiality*) of this Part 2 (*Intellectual Property Rights in Software*) of Schedule S and to the provisions of Part 6 (*International Collaboration*) of Schedule S (*IPR*), before disclosing any Deliverable Software outside Government Departments and Government Establishments make it a pre-requisite of the disclosure, unless otherwise agreed in writing by the Contractor, that the recipient shall enter into a confidentiality agreement with the Contractor whereby the recipient's use of the Deliverable Software is limited to use for the services of HMG. A confidentiality agreement shall be concluded within thirty (30) days, or whatever other period as may be mutually agreed by the Authority and the Contractor, of the Authority giving written notice to the Contractor of its intention to make the disclosure. If a confidentiality agreement is not concluded within that period then, notwithstanding the absence of a confidentiality agreement, the Authority shall have the right to make the disclosure on condition that in making the disclosure, the Authority shall place upon the recipient an obligation of confidence and a limitation of use as aforesaid. In these circumstances the Authority shall:

- (i) consult with the Contractor on the measures to be employed to protect any trade secrets, know-how or other information in the Deliverable Software;
- (ii) have regard to any representation made by the Contractor at any time before disclosure takes place as to the protection of any trade secrets, know-how or other information in the Deliverable Software;
- (iii) give consideration to any proposals the Contractor may make for:
 - (A) the preparation of a special version of the Deliverable Software;
 - (B) the disclosure of the Deliverable Software in parts or stages; and
 - (C) restrictions on the circulation, copying or use of the Deliverable Software to be disclosed.

5.1.3 The obligations imposed by paragraphs 5.1.1 and 5.1.2 (*Confidentiality*) of this Part 2 (*Intellectual Property Rights in Software*) of Schedule S shall not apply to such of the Deliverable Software that:

- (i) is, or becomes, rightfully in the possession of the Authority without relevant restrictions;

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- (ii) is in or enters the public domain without breach of this Contract and is available for unrestricted use;
- (iii) is received by the Authority from a third party who themselves have the right to disclose without relevant restrictions;
- (iv) is or was independently developed by the Authority;
- (v) is approved by the Contractor, in writing, for unrestricted release by the Authority.

5.1.4 Notwithstanding the provisions of this Part 2 (*Intellectual Property Rights in Software*) of Schedule S relating to the disclosure of the Deliverable Software, the Authority shall be entitled to disclose the Deliverable Software after notification in writing to the Contractor by the Authority's Commercial Officer in person that it considers it to be in the national interest to do so. Save where the Authority considers the immediate disclosure is in the national interest, the Authority will endeavour to give the Contractor a reasonable opportunity to make representations about such disclosure. However, the Authority's decision shall be final and conclusive. In making the disclosure in this circumstance the Authority shall place upon the recipient an obligation of confidence and a limitation of use as set out in paragraphs 5.1.1 and 5.1.2 (*Confidentiality*) of this Part 2 (*Intellectual Property Rights in Software*) of Schedule S.

6 Output

6.1 In respect of output from the Deliverable Software:

6.1.1 Subject to the rights of the Contractor and third parties, the Authority shall have the right, free of charge, to use in any manner and for any purpose anything which has been produced by or for the Authority with the aid of any Deliverable Software PROVIDED THAT if the result so produced reproduces or discloses the whole or a significant part of any of the Software used or generated in the performance of this Contract then such shall be deemed to be Deliverable Software and subject to the provisions of this Contract. If, however, the material produced contains other information, the IPR in which are owned by the Contractor or a third party and in which the Authority has no user rights, then the conditions under which that information has been made available to the Authority shall prevail in respect of such other information.

6.1.2 If Deliverable Software is required by the Authority under this Contract for the purpose of producing an output for incorporation in a data processing system, then, notwithstanding paragraph 6.1.1 above or any other provision of this Contract, the Authority shall have the right to use to have used, free of charge, such output for the services of HMG.

7 Marking

7.1 The Contractor may make or include in any Deliverable Software to which this Part 2 (*Intellectual Property Rights in Software*) of Schedule S applies a copyright notice provided that such copyright notice acknowledges the Authority's rights under this Part 2 (*Intellectual Property Rights in Software*) of Schedule S. Any such notice shall be perpetuated in any copies of the Deliverable Software made by the Authority or any other Government Department or its agents or contractors.

8 Commercial Exploitation Levy

8.1 The Contractor shall agree with the Authority the sum or sums (if any) which shall be paid to the Authority in respect of Software generated under this Contract having regard to the amounts paid or payable to the Contractor by the Authority under this Contract before:

- 8.1.1 assigning, selling or otherwise disposing of any IPR subsisting in such Software;
- 8.1.2 disclosing, licensing or selling any material reproducing such Software;
- 8.1.3 using any such Software for the purpose of generating any Software for disclosure, licensing or sale to a third party.

9 Modified Software

9.1 Should Software generated under this Contract be modified at any time, then each party shall enjoy the same rights and be bound by the same obligations provided by this Part 2 (*Intellectual Property Rights in Software*) of Schedule S in respect of any of those parts of the modified Software which were present in the Software prior to modification.

10 Liability And Indemnities

10.1 In respect of liabilities and indemnities:

10.1.1 The Contractor shall at all times indemnify and keep indemnified the Authority or any other Government Department in respect of all costs, claims, demands, damages, liabilities and expenses made against or incurred by the Authority or any other Government Department:

- (i) arising directly from any actual or alleged infringement of copyright or breach of confidence or IPR-related breach of contract;
- (ii) arising indirectly from any actual or alleged infringement of copyright or breach of confidence or IPR-related breach of contract;

by the Contractor as a result of the copying, modification, use or possession of the Deliverable Software by or on behalf of the Authority or any other Government Department or their respective agents or contractors.

10.1.2 In the event that any claim is made against the Authority in respect of which the Authority is entitled to be indemnified in accordance with the provisions of paragraph 10.1.1 (*Liability and Indemnities*) above then:

- (i) the Authority shall promptly notify the Contractor in writing of such costs, claims, demands, damages, liabilities and expenses of which it shall have notice and shall provide the Contractor with such information regarding the claim as the Contractor shall reasonably require PROVIDED THAT the Authority shall not be obliged to disclose any information the disclosure of which would prejudice any right or interest of the Crown;
- (ii) unless there is a statutory obligation to do so, the Authority shall not make any statement which may be prejudicial to the settlement or defence of such claim without the prior written consent of the Contractor;

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(iii) when requested by the Contractor the Authority shall allow the Contractor at the Contractor's expense to conduct all negotiations and litigation and shall give the Contractor all reasonable assistance in connection therewith PROVIDED THAT:

- (A) the Contractor shall have first given to the Authority an unconditional written admission of their liability to indemnify the Authority in accordance with the provisions of paragraph 10.1.1 (*Liability and Indemnities*);
- (B) at the request of the Authority the Contractor shall keep the Authority fully informed about the conduct and progress of such negotiations and proceedings;
- (C) the Authority shall have the right to intervene or assume responsibility for the conduct of such proceedings or any consequent settlement thereof at any time PROVIDED THAT the Contractor shall not be liable to indemnify the Authority under this paragraph 10 (*Liability and Indemnities*) against any liability or any part of any damages costs or expenses to the extent that such liability or part is incurred by the Authority by reason of any breach by the Authority of paragraph 10.1.2(ii) (*Liability and Indemnities*) or by the Authority acting unreasonably either in the conduct of any negotiations or legal proceedings or in the making of any settlement in relation to any claim or demand.

10.1.3 If at any time an allegation of infringement of copyright or breach of confidence or breach of contract is made as a result of the copying, modification, use or possession of the Deliverable Software or any part thereof, the Contractor may, with the agreement of the Authority and at the Contractor's own expense, modify the Deliverable Software or any part thereof or replace the same with an item of equivalent functionality and performance so as to avoid infringement or breach.

- (i) Except as may be otherwise agreed, the foregoing provisions shall not apply in so far as any costs, claims, demands, damages, liabilities and expenses are in respect of:
 - (A) any use of Deliverable Software not reasonably to be inferred from the specification requirements of the Authority;
 - (B) the refusal by the Authority or such other Government Department to use to have used a modified or replacement item supplied pursuant to paragraph 10.1.3 (*Liability and Indemnities*);
 - (C) the use of any Deliverable Software made after and in contravention of a judicial decision relating to such Deliverable Software.

10.1.4 The Contractor shall have no liability in respect of any Deliverable Software modified by or on behalf of the Authority, other than Deliverable Software modified under the direction and control of the Contractor themselves, PROVIDED THAT the exclusion of liability contained in paragraph 10.1.5 (*Liability and Indemnities*) shall not apply in circumstances where the

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Contractor would be liable under the terms of this Contract whether or not the Deliverable Software has been modified.

10.1.5 Where the Contractor is not liable under the provisions of paragraph 10.1.5 (*Liability and Indemnities*), then the Authority shall indemnify and keep indemnified the Contractor in respect of all costs, claims, demands, damages, liabilities and expenses made against or incurred by the Contractor:

- (i) arising directly from any actual or alleged infringement of copyright or breach of confidence or IPR-related breach of contract;
- (ii) arising indirectly from any actual or alleged infringement of copyright or breach of confidence or IPR-related breach of contract;

as a result of the copying, modification, use or possession of any modified Deliverable Software by or on behalf of the Authority or any other Government Department or its respective agents or contractors, or by any government which received it in accordance with the provisions of paragraph 2.1.5 (*User Rights and Related Payments*).

10.1.6 Where the Authority supplies or causes to be supplied Software to the Contractor for use, or instructs the Contractor to use Software, in the performance of this Contract and that Software was not previously supplied to the Authority by the Contractor, then the Authority shall indemnify and keep indemnified the Contractor in respect of all costs, claims, demands, damages, liabilities and expenses made against or incurred by the Contractor:

- (i) arising directly from any actual or alleged infringement of copyright or breach of confidence or IPR-related breach of contract;
- (ii) arising indirectly from any actual or alleged infringement of copyright or breach of confidence or IPR-related breach of contract;

as a result of the copying, modification, use or possession of such Software by the Contractor or its respective agents or contractors solely for the performance of this Contract.

10.1.7 In the event that any claim is made against the Contractor in respect of which the Contractor is entitled to be indemnified in accordance with the provisions of paragraphs 10.1.6 and 10.1.7 (*Liability and Indemnities*) above then:

- (i) the Contractor shall promptly notify the Authority in writing of such costs, claims, demands, damages, liabilities and expenses of which they themselves shall have notice and shall provide the Authority with such information regarding the claim as the Authority shall reasonably require;
- (ii) the Contractor shall not make any statement which may be prejudicial to the settlement or defence of such claim without the prior written consent of the Authority;
- (iii) when requested by the Authority the Contractor shall allow the Authority at the Authority's expense to conduct all negotiations and litigation and shall give the Authority all reasonable assistance in connection therewith PROVIDED THAT:

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- (A) the Authority shall have first given to the Contractor an unconditional written admission of its liability to indemnify the Contractor in accordance with the provisions of paragraphs 10.1.6 and 10.1.7 (*Liability and Indemnities*);
 - (B) at the request of the Contractor the Authority shall keep the Contractor fully informed about the conduct and progress of such negotiations and proceedings.
 - (iv) The foregoing states the entire liability of the Authority and Contractor with respect to any actual or alleged infringement of copyright or breach of confidence or IPR-related breach of contract arising from the copying, modification, use or possession of:
 - (A) the Deliverable Software by or on behalf of the Authority or any other Government Department;
 - (B) the Software referred to in paragraph 10.1.7 (*Liability and Indemnities*) by the Contractor.
- 10.2 This Part 2 (*Intellectual Property Rights in Software*) of Schedule S shall constitute an 'agreement to the contrary' for the purposes of section 48 of the Copyright, Design and Patents Act 1988.

Part 3: Intellectual Property Rights Vesting in the Authority

- 1.1 All intellectual property rights of any nature in the results generated in the performance of work under this Contract and recorded in any written or other tangible form (the 'Results'), including rights in inventions, designs, computer software, databases, copyright works and information shall vest in and be identified as being subject to this Part 3 and the property of the Authority. The Contractor shall take all necessary measures to secure that vesting. On request, the Contractor shall demonstrate to the Authority's satisfaction that, where they have Sub-Contracted work under this Contract, they have secured that vesting in the work performed by their Sub-Contractors.
- 1.2 The Authority may use, have used, copy and disclose the Results by itself or through third parties for any purpose whatsoever subject to the Contractor's patents and design rights (registered or unregistered) and to the rights of third parties not employed in the performance of work under this Contract.
- 1.3 The Authority shall determine whether any of the Results should be protected by patent or other protection. The costs of patent or like protection shall be borne by the Authority. The Contractor shall assist the Authority in filing and executing documents necessary to secure that protection. The Contractor shall use all commercially reasonable endeavours to secure similar assistance from subcontractors as appropriate. The costs of such patent or other protection shall be borne by the Authority.
- 1.4 The Contractor shall mark any copyright work comprising Results with the legend: '© Crown-owned copyright [insert the year of generation of the work]'.
- 1.5 Apart from intellectual property rights vested in the Authority by virtue of paragraph 1.1 of this Part 3 (*Intellectual Property Rights Vesting in the Authority*) of Schedule S, ownership of, or rights in, all other intellectual property are not transferred to the Authority by this Part 3 (*Intellectual Property Rights Vesting in the Authority*) of Schedule S.
- 1.6 Unless otherwise agreed with the Authority, the Contractor shall retain a copy of the Results together with records of all work done for the purposes of this Contract for six (6) years after the completion of this Contract.
- 1.7 The Authority shall have the right to require the Contractor to furnish to the Authority copies of any and all of the Results and such records for so long as they are retained by the Contractor. A reasonable charge for this service based on the cost of providing it will be borne by the Authority unless already included in the price of this Contract.
- 1.8 The Contractor shall treat the Results as if received in confidence from the Authority and:
 - 1.8.1 shall not copy, use or disclose to a third party any of the Results without the prior written consent of the Authority, except that the Contractor may without prior consent, copy and use the Results, and disclose the Results in confidence to their officers, employees and Sub-Contractors, to such extent as may be necessary for the performance of this Contract or any Sub-Contract under it or in the exercise of any right granted pursuant to paragraph 1.12 of this Part 3 (*Intellectual Property Rights Vesting in the Authority*) of Schedule S; and
 - 1.8.2 shall take all reasonable precautions necessary to ensure that the Results are treated in confidence by those of their officers, employees and Sub-Contractors who receive them and are not further disclosed or used otherwise

than for the purpose of performing work or having work performed for the Authority under this Contract or any Sub-Contract under it.

- 1.9 The Contractor shall ensure that their employees are aware of their arrangements for discharging the obligations at paragraph 1.8 of this Part 3 (*Intellectual Property Rights Vesting in the Authority*) of this Schedule S and take such steps as may be reasonably practical to enforce such arrangements.
- 1.10 The confidentiality provisions of paragraph 1.8 of this Part 3 (*Intellectual Property Rights Vesting in the Authority*) of Schedule S shall not apply to the Results or any part thereof to the extent that the Contractor can show that they were or have become published or publicly available for use otherwise than in breach of any provision of this Contract or any other agreement between the parties.
- 1.11 The Contractor shall not be in breach of the confidentiality obligations contained in this Part 3 (*Intellectual Property Rights Vesting in the Authority*) of Schedule S where it can show that any disclosure of the Results was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Contractor shall ensure that the recipient of the Results is made aware of and asked to respect its confidentiality and, wherever possible and permitted by law, shall notify the Authority as soon as practicable after becoming aware that such disclosure is required. Such disclosure shall in no way diminish the obligations of the Contractor under of this Part 3 (*Intellectual Property Rights Vesting in the Authority*) of Schedule S.
- 1.12 The Contractor shall be entitled to request consent from the Authority to re-use (under licence or otherwise) the Results and intellectual property rights vested in the Authority by virtue of paragraph 1.1 of this Part 3 (*Intellectual Property Rights Vesting in the Authority*) of Schedule S for other purposes including, but not limited to, tendering for other work for the Authority or work for another Government Department. Such consent shall be properly considered by the Authority taking into account matters such as national security and the rights of third parties.
- 1.13 This Part 3 of Schedule S shall only apply to deliverables specifically identified in Annex 1 to this Schedule S as being subject this Part 3 (*Intellectual Property Rights Vesting in the Authority*) of Schedule S.

Part 4: Inventions and Designs

- 1.1 The provisions of Part 4 (*Inventions and Design*) of Schedule S shall apply in relation to any invention or design made in the course of or resulting from work carried out by the Contractor under this Contract (hereinafter respectively referred to as "**the invention**" and the "**design**").
- 1.2 Where any invention or design, to which the provisions of Part 4 (*Inventions and Design*) of Schedule S apply, is made outside the UK and where local laws so require, any application may, notwithstanding the provisions of paragraph 1.3.3 of this Part 4 (*Inventions and Design*) of Schedule S, be made under conditions of secrecy at the local Patent Office of the territory where the invention or the design was made. Where local laws so require, the supply of a copy of the application under paragraph 1.6.1 of this Part 4 (*Inventions and Design*) of Schedule S shall be subject to any necessary approval of the local Patent Office but the application number and date of filing shall be notified to the Authority in all cases.
- 1.3
- 1.3.1 The Contractor shall ensure that they and any Patent Agent or Attorney engaged by them shall treat the invention or design as bearing a Security Classification at least as high as the work to which it relates pending formal determination of its appropriate classification.
- 1.3.2 The preparation and filing of applications to which this paragraph 1.3 relates shall be handled by the Contractor's own Patent Department under the conditions of security applicable under this Contract. If the Contractor does not have their own Patent Department they shall, before initiating the preparation of any application, secure the written Agreement of the Authority as to the Patent Agent or Attorney that they propose to employ for the preparation and filing of such an application.
- 1.3.3 Every application to which this paragraph 1.3 relates, whether filed by the Contractor or by a Patent Agent or Attorney engaged by them, shall be filed direct with the Security Section of the UK Patent Office, who shall be notified at the time of filing that the invention or design forming the subject of the application is related to classified government work. The notification shall also quote the number of this Contract and the name and address of the Authority.
- 1.4 For the purposes of Clause 43.3 to 43.6 (*Security Measures*) any patent application made in accordance with paragraphs 1.2 and 1.3 of Part 4 (*Inventions and Design*) of Schedule S shall be considered to have been made with the prior consent of the Authority.
- 1.5 The Contractor shall ensure, to the extent they are legally able to do so, that any invention to which this Part 4 (*Inventions and Design*) of Schedule S relates and made by an employee of the Contractor in the course of duties as defined in section 39(1) of the Patents Act 1977 and any design to which this Part 4 (*Inventions and Design*) of Schedule S relates and made by an employee of the Contractor shall vest in the Contractor.
- 1.6
- 1.6.1 The Contractor shall within forty-five (45) days of filing a first patent application or any subsequent patent application claiming priority from a first patent application and directed towards obtaining protection in the UK (including a European Patent Application or an International Patent Application designating the UK) for the invention or any application for registration of the

design provide the Authority (1) with a copy of that application together with the number of this Contract.

- 1.6.2 The Contractor shall promptly notify the Authority if they become aware of any application as aforesaid by any person who is, or has been, an employee or agent of the Contractor or a Sub-Contractor and provide the Authority with relevant particulars insofar as they can obtain them and have the right to provide them.
- 1.7 If an employee of the Crown is a joint inventor of the invention or part author of the design to which any application as is referred to in under paragraph 1.6 of this Part 4 (*Inventions and Design*) of Schedule S above relates and the portion of or share in the invention or design made by that employee belongs to the Crown and neither the Crown nor that employee is the person, or one of the persons, making the application, the Contractor shall if so requested by the Authority take all such steps and do all such things as are in their power and as may be necessary to ensure either that the Authority or the employee concerned joins in the application or, at the option of the Contractor, and if the application is one for a patent, that it is either withdrawn or amended by the deletion from the application of any reference to that part of the invention made by the employee of the Crown, or, if the application is one for a Registered Design, that it is withdrawn.
- 1.8 If an employee of the Crown is a party to any such application as is mentioned in paragraphs 1.6 and 1.7 of this Part 4 (*Inventions and Design*) of Schedule S and the Authority so requests, the Contractor shall at the expense of the Authority take such reasonable steps as are in their power and may from time to time be necessary to ensure that the Authority is substituted for the employee of the Crown as co-applicant and shall give all such consents and do all such things as may from time to time be necessary to enable the employee of the Crown to assign to the Authority their interest in the application and in any Patent or Registered Design granted pursuant thereto, provided that the Contractor is not required by this is Part 4 (*Inventions and Design*) of Schedule S to consent to any assignment other than that specifically referred to herein.
- 1.9 Subject to the provisions of paragraphs 1.7 and 1.8 of Part 4 (*Inventions and Design*) of Schedule S above and to the rights of the Authority as set out in paragraph 1.10 of Part 4 (*Inventions and Design*) of Schedule S below the invention or design shall belong to the Contractor.

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- 1.10 Any Government Department and any person authorised by a Government Department may in any part of the world do in relation to the invention any act as defined in section 55(1) (a) to (e) of the Patents Act 1977 or use the design for the services of the Government of the United Kingdom.
- 1.11 Subject to paragraph 1.18 of this Part 4 (*Inventions and Design*) of Schedule S, the Contractor shall not be entitled to any payment whatsoever in respect of anything done in accordance with paragraph 1.10 of Part 4 (*Inventions and Design*) of Schedule S above (whether by the Authority, a Government Department or any person whomsoever) and if any directions relating to the invention are given under section 22(1) or 22(2) of the Patents Act 1977 the Contractor shall not have any claim for any such compensation as is mentioned in section 22(7)(b).
- 1.12 If any question under this Part 4 (*Inventions and Design*) of Schedule S shall arise between the Contractor and the Authority as to whether an employee of the Crown is a joint inventor of the invention or a part author of the design or as to whether the invention or design was made in the course of or resulted from work carried out by the Contractor under this Contract, that question shall be referred for decision to such person as may be agreed upon between the Contractor and the Authority or in default of such agreement as may be appointed by the President for the time being of the Chartered Institute of Patent Agents, and the decision of any such person on that question shall be final and conclusive.
- 1.13 The Contractor shall at the request and expense of the Authority take all such reasonable steps as are within their power and may from time to time be necessary to enable the Authority to register in the UK Patent Office or elsewhere its interest in the invention or design.
- 1.14 The rights conferred by this Part 4 (*Inventions and Design*) of Schedule S shall be in addition to and not in derogation of the rights exercisable by virtue of sections 55 to 59 of the Patents Act 1977 and section 12 of the Registered Designs Act 1949.
- 1.15 In this Part 4 (*Inventions and Design*) of Schedule S references to a Government Department are references to a Department of Her Majesty's Government in the United Kingdom.
- 1.16 The foregoing provisions of this Part 4 (*Inventions and Design*) of Schedule S shall have effect both during the period the Contractor is carrying out the other provisions of the contract and at all times thereafter.
- 1.17 The Contractor shall include, in any Sub-Contract which they may enter into for the purpose of this Contract, provisions as in this Part 4 (*Inventions and Design*) of Schedule S, but with the substitution therein of references to the Sub-Contractor for references to the Contractor, and of references to the subcontract for references to this Contract, and the Contractor shall at all times use all reasonable endeavours to secure the full and effectual observance by the Sub-Contractor of those provisions and that the Authority and all Government Departments obtain the benefit thereof, and to advise the Authority if they become aware of any breach of the provisions. Provided that this paragraph 1.17 shall only apply to any Sub-Contract for the carrying out of any work for research, design or development under this Contract.

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1.18 Nothing herein shall prejudice the rights of either party arising otherwise than by virtue of this Part 4 (*Inventions and Design*) of Schedule S.

1.19 Notes

1.19.1 The agreement of the Authority is to be sought from and the information addressed to:

Patent Security Unit

Directorate of Intellectual Property Rights

Poplar 2 #2214

MOD Abbey Wood

BRISTOL BS34 8JH

1.19.2 Any communication from the Authority to the Contractor on the subject of paragraph 1.13 of this Part 4 (*Inventions and Design*) of Schedule S is to be addressed to the Contractor's address for service for the application.

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Part 5: Repair and Maintenance Information

For the purposes of this Part 5 (*Repair and Maintenance Information*) of Schedule S, the following definitions apply:

- (a) **'Article'** means part or the whole of any article which the Contractor is required under the Contract to supply or in connection with which they are required under the Contract to carry out any service and any other article or part thereof to the same design as that article.
- (b) **'Contract Data Requirement'** means a data requirement referred to in the Schedule of Requirements the format and content of which is set out or referenced in DEFFORM 315.
- (c) **'Information'** means technical data relating to Articles, processes or materials whether in human readable form or in machine readable form, or in any other form (but excluding software subject to Part 2 of Schedule S for which the Authority is otherwise licensed).
- (d) **'Intellectual Property'** includes patents, registered designs, design rights, topography rights, copyright, database rights and other rights in Information.
- (e) **'Repair and Maintenance'** means activity to maintain Articles in an operable condition including:
 - (i) maintenance of records of defects and reliability;
 - (ii) the identification of replacements for Articles that become obsolete;
 - (iii) the preparation and application of procedures and arrangements (including safety procedures) for removing Articles from and re-installing them in an operational system, and for handling, storing, transporting, packaging and labelling Articles;
 - (iv) inspection and testing of Articles to check calibration and performance and to detect and identify faults;
 - (v) dismantling Articles;
 - (vi) preparation and application of repair schemes;
 - (vii) reassembling Articles after repair, or incorporation of modifications, including the incorporation of replacement or new parts;
 - (viii) testing and calibrating of Articles prior to, during or after re-assembly and after reinstallation in an operational system;
 - (ix) reworking or reconditioning of Articles;

but excluding redesign or manufacture of any replacement or new parts, or the design of any modification.

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- (f) 'for the Services of the United Kingdom Government' means anything done, in relation to Articles owned or used by the Authority, under the authority of, or to the order of, a Minister of the Crown in pursuance of authority vested in the Minister by Parliament.

1 Application

[REDACTED]

2 Ownership

- 2.1 All Intellectual Property Rights in the Information subject to this Part 5 (*Repair and Maintenance Information*) of Schedule S shall, subject to any rights of the Crown or any third party and to the terms of this Part 5 (*Repair and Maintenance Information*) of Schedule S, belong to the Contractor.

3 Rights of Use

- 3.1 Subject to the provisions of this Part 5 (*Repair and Maintenance Information*) of Schedule S and to the rights of third parties the Authority and any other United Kingdom Government Department shall have, during the period of the Contract and at all times thereafter, the right, anywhere in the world for the Services of the United Kingdom Government, to copy, in whole or in part, and use any Information to which this Part 5 (*Repair and Maintenance Information*) of Schedule S applies:

Monitoring and Evaluation

- (a) to monitor work under the Contract and to inspect, test and evaluate the delivered Information and Articles;

In Service Support

- (b) to carry out Maintenance and Repair of Articles owned or in use by the Authority;

Jigs, Tools & Test Equipment

- (c) to design, develop and produce jigs, tools and test equipment for the in-service support of Articles;

Disposal of Articles

- (d) to dismantle, scrap or otherwise destroy any Articles;

Operation

- (e) to operate Articles.

4 Sales

- 4.1 If the Authority sells, hires, leases or otherwise disposes of any Article, the Authority may supply relevant user handbooks and maintainer information supplied under the Contract (or copies thereof) to the recipient and permit the recipient to copy and use such information for operation and maintenance of any such Article.

5 Conditions of Use

- 5.1 The rights set out in paragraphs 3 and 4 of this Part 5 (*Repair and Maintenance Information*) of Schedule S may be exercised by the Authority itself, any other United Kingdom Government Department or any agent acting on behalf of, or a contractor in pursuance of a contract with, the Authority or any such Department.
- 5.2 The rights granted to the Authority, and to any other United Kingdom Government Department, under this Part 5 (*Repair and Maintenance Information*) of Schedule S are additional to any rights under any other contract. The rights include the right to copy and to issue any Information the subject of this Part 5 (*Repair and Maintenance Information*) of Schedule S as necessary to prospective tenderers for the purposes of establishing their interest in tendering and of preparing tenders for anything to be done or proposed to be done pursuant to paragraph 3.
- 5.3 Except as provided in paragraphs 5.4 and 5.5 below or otherwise provided in the Contract, the Contractor shall not be entitled to receive any royalty or other payment in respect of the exercise of the rights granted under paragraph 3 or 4 of this Part 5 (*Repair and Maintenance Information*) of Schedule S notwithstanding the existence of any Intellectual Property owned or controlled by the Contractor covering the Articles.
- 5.4 Subject to the rights of the Crown arising otherwise than under this Part 5 (*Repair and Maintenance Information*) of Schedule S and provided that the Contractor has met in a timely manner any obligations included in the Contract to inform the Authority of the existence of any relevant United Kingdom patent or registered design, the Contractor shall be entitled to claim payment under the provisions of Sections 55-59 of the Patents Act 1977 or the First Schedule to the Registered Designs Act 1949 in respect of any patented invention or registered design owned or controlled by the Contractor and used in the exercise of the rights granted under paragraphs 3 and 4 of this Part 5 (*Repair and Maintenance Information*) of Schedule S. The terms to be agreed or settled for the use of any such patented invention or registered design shall not include payment of compensation under Section 57A of the Patents Act 1977 or paragraph 2A of the First Schedule to the Registered Designs Act 1949 in respect of any invention or design covering the Articles, or described in any Information, that is deliverable under the Contract and is subject to this Part 5 (*Repair and Maintenance Information*) of Schedule S.
- 5.5 Nothing in paragraphs 5.3 and 5.4 of this Part 5 (*Repair and Maintenance Information*) of Schedule S shall affect the rights of the Contractor in or grant to the Authority or any other United Kingdom Government Department any rights in, any Intellectual Property not covering the Articles.

6 Contracted Repair and Maintenance

- 6.1 In the event that the Contract does not provide for repair, reworking or reconditioning of Articles involving Information other than that used for routine servicing, and where an order is to be placed for the conduct of such repair, reworking or reconditioning outside an establishment or depot of the Authority, the Authority undertakes to invite the Contractor to tender provided that they are still eligible to perform such work for the Authority.

7 Liability

- 7.1 In the event that Information to which this Part 5 (*Repair and Maintenance Information*) of Schedule S applies is used by or for the Authority otherwise than for the purpose for which the Information was supplied in accordance with the relevant Contract Data Requirement, the Contractor shall have no liability whatsoever for any direct or indirect consequences, including losses, damages or injuries caused to the Authority or any third party, arising from its use.

8 Release of Information and Confidentiality

- 8.1 The Authority shall ensure that Information released under this Part 5 (*Repair and Maintenance Information*) of Schedule S to any third party is limited to that necessary for the task on which the third party is engaged.
- 8.2 All Information which is provided to the Authority subject to this Part 5 (*Repair and Maintenance Information*) of Schedule S is disclosed in confidence and shall only be copied, disclosed and used in accordance with the provisions of this Part 5 (*Repair and Maintenance Information*) of Schedule S. The Authority shall ensure that all disclosures of Information to any third party shall be under express conditions of confidentiality between the Authority and the third party, and shall procure at the request of the Contractor, a direct confidentiality agreement in the form of DEFFORM 94.

9 Clarification of Information

- 9.1 At the request of the Authority, or any other United Kingdom Government Department, at any time during the period for which the Contractor is required by this or any subsequent contract to retain the Information the Contractor shall subject to the availability of resources and within the United Kingdom, provide assistance to the Authority, the other Department or its agents or contractors in exercising the rights granted under this Part 5 (*Repair and Maintenance Information*) of Schedule S. Such assistance shall be limited to that required for a third party of similar skill to the Contractor in the relevant area of technology to interpret any Information supplied under the terms of this Part 5 (*Repair and Maintenance Information*) of Schedule S. The Contractor shall be entitled to payment by the Authority or other United Kingdom Government Department on fair and reasonable terms for such assistance provided.

10 Marking

- 10.1 Any Information supplied subject to this Part 5 (*Repair and Maintenance Information*) of Schedule S may be marked by the Contractor with a copyright and / or other restrictive legend provided that the legend acknowledges the Authority's rights under

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this Part 5 (*Repair and Maintenance Information*) of Schedule S. Any such marking shall be perpetuated in any copies of the Information made by the Authority or any other United Kingdom Government Department or its agents or contractors.

11 Interpretation

- 11.1 The paragraph headings in this Part 5 (*Repair and Maintenance Information*) of Schedule S are for convenience only and shall not affect the interpretation of this Part 5 (*Repair and Maintenance Information*) of Schedule S.
- 11.2 This Part 5 (*Repair and Maintenance Information*) of Schedule S shall constitute an agreement to the contrary for the purposes of Section 48(5) of the Copyright, Designs, and Patents Act 1988.

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Part 6: International Collaboration

- 1.1 For the purpose of this Part 6 (*International Collaboration*) of Schedule S (*IPR*) the expression "**International Collaboration Agreement**" shall mean any agreement or arrangement made or proposed to be made between the United Kingdom Government and the government of another country or any government-sponsored international body for collaboration in a joint programme of research, development, production, supply or operations utilising any results produced under this Contract, and for the allocation of responsibility for work under such programme between the parties to such agreement or arrangement.
- 1.2 Subject to the rights of third parties arising otherwise than from work performed under this Contract and to the provisions of this Part 6 (*International Collaboration*) of Schedule S (*IPR*), the Authority shall have the right under this paragraph 1.2 of Part 6 (*International Collaboration*) of Schedule S (*IPR*) to copy any copyright work furnished by the Contractor under this Contract, the copyright in which belongs to the Contractor, and to issue for information only such work or copy for the purpose of promoting the establishment of an International Collaboration Agreement and for the purpose of technical oversight of an International Collaboration Agreement made. Subject as aforesaid, the Contractor shall, if requested by the Authority within the period prescribed in this Contract, provide the Authority with such assistance and further information as the Authority may reasonably require for such promotion and technical oversight. A reasonable charge for this service, based on the cost of providing it, will be borne by the Authority.
- 1.3 If, under an International Collaboration Agreement made, the Authority agrees that any results produced under this Contract shall be utilised in work undertaken or shared by or on behalf of another party to such International Collaboration Agreement then, to the extent of their right to do so and on fair and reasonable terms approved by the Authority, the Contractor shall, if requested by the Authority within the period prescribed in this Contract, make available under licence to that other party or their nominee, for use for the purpose provided in such an International Collaboration Agreement only, any information which the Authority is entitled to receive under this Contract, together with any technical assistance and background information necessary for the effective application of such information.
- 1.4
 - 1.4.1 If disclosure by the Authority under paragraph 1.2 of Part 6 (*International Collaboration*) of Schedule S (*IPR*) of any copyright work would affect any rights of the Contractor or third parties arising otherwise than from work performed for the purposes of this Contract, the Contractor shall have the right to place on such copyright work a notice stating that it is supplied under contract to the Authority and may not be issued outside United Kingdom Government Departments except in accordance with the conditions of this Contract. Before exercising its rights under paragraph 1.2 of Part 6 (*International Collaboration*) of Schedule S (*IPR*) in respect of any work bearing such notice the Authority shall give to the Contractor prior written notice of fifteen days (or such other period as may be agreed) of its intention to do so and have regard to any representations made by the Contractor at any time before issue takes place as to the protection of any separately

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identifiable trade secrets, know-how, or similar proprietary information arising otherwise than from work performed under this Contract. The Contractor shall be free under the terms of this Part 6 (*International Collaboration*) of Schedule S (*IPR*) to make any proposals for the protection of the information referred to herein. In particular, the Authority shall give full consideration to any proposals the Contractor may make for the preparation of a special International Collaboration Report, for the release of information in stages, or for restrictions on the circulation of the information to be released. The Authority shall be entitled to make issue contrary to such representations and proposals fifteen days after notifying the Contractor in writing that it considers it in the national interest to do so.

- 1.4.2 The Authority shall not have the right and the Contractor shall not be obliged under this Part 6 (*International Collaboration*) of Schedule S (*IPR*) to disclose to a third party directly or indirectly manufacturing or design information with respect to units, sub-units or components not developed or designed under this Contract. Provided that if the Contractor has not granted and does not wish to grant a licence to a manufacturer in the country of the other party and if so there is no reasonable substitute article available in the other country the Contractor shall in that event be obliged to make the disclosure and grant a licence direct to at least one manufacturer in the country of the other party to be approved by the Contractor. The Contractor shall on request supply the identification and shape, size and function of such units, sub-units and components.
- 1.4.3 The Contractor shall on request insofar as they may be able to do so supply or procure the supply of such of the units, sub-units and components referred to in paragraph 1.4.2 of this Part 6 (*International Collaboration*) of Schedule S (*IPR*) as may be required to such other party within a reasonable timescale and on reasonable commercial, non-discriminatory terms.
- 1.4.4 If the Authority makes issue of information contrary to the Contractor's representations under paragraph 1.4.1 of this Part 6 (*International Collaboration*) of Schedule S (*IPR*) as to the protection of trade secrets, know-how and similar proprietary information, the Contractor shall be entitled to such compensation, if any, as is fair and reasonable in the circumstances.
- 1.5 If the Contractor is party to a licence or other agreement relating to the use of inventions, designs or technical information which restricts their freedom to supply or authorise the disclosure or use of information for the purposes of this Part 6 (*International Collaboration*) of Schedule S (*IPR*), the Contractor shall, when tendering, quoting a price for this Contract, or offering to perform it (or, if at these times the restriction is not apparent, as soon thereafter as it is), notify the Authority and at the Authority's request use all reasonable efforts with the assistance and at the expense of the Authority to abate the restrictions to the extent required. Without the prior consent in writing of the Authority, the Contractor shall not wittingly make use in the performance of this Contract of inventions, designs or technical information which are the subject of any agreement made after the date of this Contract or make any grant of rights in the results of work under this Contract which they know would restrict their freedom as aforesaid.

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- 1.6 Unless in respect of any particular Sub-Contract the Authority agrees otherwise, the Contractor shall include the provisions of this Part 6 (*International Collaboration*) of Schedule S (*IPR*) mutatis mutandis in any subcontract placed by them for the performance of any work of research, study, or development for the purposes of this Contract.
- 1.7 The Authority undertakes that it will consult with the Contractor as early, as frequently and as fully as is reasonably practicable in the consideration of any International Collaboration Agreement into which it may wish to enter and will pay due regard to any representations of the Contractor.

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Part 7 - Design Rights And Rights To Use Design Information

1 Application

- 1.1 This Part 7 (*Design Rights And Rights To Use Design Information*) of Schedule S applies to deliverable Information identified in a Contract Data Requirement as being subject to Part 7 of Schedule S.

2 Definitions

- 2.1 For the purposes of Part 7 (*Design Rights And Rights To Use Design Information*) of Schedule S, the following definitions apply:

'Contract Data Requirement' means a data requirement referred to in the Schedule of Requirements, the format and content of which is set out or referenced in Schedule T (*Contract Data Requirement – DEFFORM 315*) of Contract RPAS/00002.

'Information' means technical data relating to Articles, processes or materials whether in human readable form or in machine readable form, or in any other form (but excluding software subject to Part 2 of Schedule S or for which the Authority is otherwise licensed).

'Intellectual Property' includes patents, registered designs, design rights, topography rights, copyright, database rights and other rights in Information.

'Article' means part or the whole of any article which the Contractor is required under this Contract to supply or in connection with which they are required under this Contract to carry out any service and any other article or part thereof to the same design as that article or any Modification of that design made in the exercise of rights granted under Part 7 (*Design Rights And Rights To Use Design Information*) of Schedule S.

'Modification' means a change to the build standard of an Article and the expressions 'to Modify' and 'Modified' shall be interpreted accordingly.

'for the Services of the United Kingdom Government' means anything done in relation to Articles owned or used by the Authority, under the authority of, or to the order of, a Minister of the Crown in pursuance of authority vested in the Minister by Parliament.

3 Ownership

- 3.1 All Intellectual Property generated in the performance of work under this Contract shall, subject to any rights of the Crown or any third party and to the terms of this Part 7 (*Design Rights And Rights To Use Design Information*) of Schedule S, belong to the Contractor.

4 Rights of Use

- 4.1 Subject to the provisions of Part 7 (*Design Rights And Rights To Use Design Information*) of Schedule S and to the rights of third parties the Authority and any other United Kingdom Government Department shall have, during the Contract Period and at all times thereafter, the right, anywhere in the world for the Services of the United Kingdom Government, to copy, in whole or in part, and use any Information to which this Part 7 (*Design Rights And Rights To Use Design Information*) of Schedule S applies:

Monitoring and Evaluation

- 4.1.1 to monitor work under this Contract and to inspect, test and evaluate the delivered Information and Articles;

Fitting/Matching Equipment

- 4.1.2 to define the relevant interfaces to enable Articles to interface or cooperate with other equipment and to use the resultant interfaces for the purposes of designing, developing and manufacturing such other equipment;

Associated Equipment

- 4.1.3 to design, develop and produce trainers and simulators relating to Articles; Jigs, Tools & Test Equipment
- 4.1.4 to design, develop and produce jigs, tools, and test equipment relating to Articles;

Competitive Procurement

- 4.1.5 to manufacture Articles or, where the development of a process or material was specifically called for in the Schedule of Requirements, to use that process or to produce that material;

Modification

- 4.1.6 to Modify the design of Articles, including the carrying out of design investigations, or where the development of a process or material was specifically called for in the Schedule of Requirements, to Modify that process or material and to produce design, manufacturing, user and other documentation relating to the Modifications or to the Modified design;

Disposal of Articles

- 4.1.7 to dismantle, scrap or otherwise destroy any Article.

5 Sales

- 5.1 The Authority shall also have the right to sell, hire, lease or otherwise dispose of anything manufactured in exercise of the rights granted under paragraph 4 of Part 7

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(*Design Rights And Rights To Use Design Information*) of Schedule S, which is either outworn or surplus stock.

6 Conditions of Use

- 6.1 The rights set out in paragraphs 4 and 5 of this Part 7 (*Design Rights And Rights To Use Design Information*) of Schedule S may be exercised by the Authority itself, any other United Kingdom Government Department or any agent acting on behalf of, or a contractor in pursuance of a contract with, the Authority or any such Department.
- 6.2 The rights granted to the Authority, and to any other United Kingdom Government Department, under this Part 7 (*Design Rights And Rights To Use Design Information*) of Schedule S are additional to any rights under any other contract. The rights include the right to copy and to issue any Information the subject of this Part 7 (*Design Rights And Rights To Use Design Information*) of Schedule S as necessary to prospective tenderers for the purposes of establishing their interest in tendering and of preparing tenders for anything to be done or proposed to be done pursuant to paragraphs 4 or 5.
- 6.3 Except as provided in clauses 6.4 and 6.5 below or otherwise provided in this Contract, the Contractor shall not be entitled to receive any royalty or other payment in respect of the exercise of the rights granted under paragraphs 4 or 5 of this Part 7 (*Design Rights And Rights To Use Design Information*) of Schedule S notwithstanding the existence of any Intellectual Property owned or controlled by the Contractor covering the Articles.
- 6.4 Subject to the rights of the Crown arising otherwise than under this Part 7 (*Design Rights And Rights To Use Design Information*) of Schedule S, and provided that the Contractor has met in a timely manner any obligations included in this Contract to inform the Authority of the existence of any relevant United Kingdom patent or registered design, the Contractor shall be entitled to claim payment under the provisions of Sections 55-59 of the Patents Act 1977 or the First Schedule to the Registered Designs Act 1949 in respect of any patented invention or registered design owned or controlled by the Contractor and used in the exercise of the rights granted under paragraphs 4 and 5 of Part 7 (*Design Rights And Rights To Use Design Information*) of Schedule S. The terms to be agreed or settled for the use of any such patented invention or registered design shall not include payment of compensation under Section 57A of the Patents Act 1977 or paragraph 2A of the First Schedule to the Registered Designs Act 1949 in respect of any invention or design covering the Articles, or described in any Information, that is deliverable under this Contract and is subject to this Part 7 (*Design Rights And Rights To Use Design Information*) of Schedule S.
- 6.5 Nothing in paragraphs 6.3 and 6.4 of this Part 7 (*Design Rights And Rights To Use Design Information*) of Schedule S shall affect the rights of the Contractor in or grant to the Authority or any other United Kingdom Government Department any rights in, any Intellectual Property not covering the Articles.

7 Consideration for Initial Production

- 7.1 In the event that this Contract does not cover initial production the Authority will give consideration to placing any first production order for Articles with the Contractor

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provided that they can offer satisfactory price, delivery and other terms (whether established by competition or otherwise). The Authority reserves the right to determine what constitutes a 'first production order' for the purpose of this paragraph. For any subsequent order or orders for the production of Articles or for work in the exercise of rights under paragraph 4 of this Part 7 (*Design Rights And Rights To Use Design Information*) of Schedule S, the Authority will normally seek competitive tenders, but undertakes to invite the Contractor to tender provided that they are still eligible to perform such work for the Authority.

8 Modifications

8.1 The rights under paragraph 4.1.6 shall only be exercised if:

- 8.1.1 the Contractor is unwilling to accept or unable to perform a contract on fair and reasonable terms for the Modifications required; or
- 8.1.2 the Modifications are required to enable the Articles to interface with equipment supplied by a third party.

In either event, the Authority shall, upon receipt of a written request from the Contractor, ensure that the Contractor is provided with one copy of all Information delivered to the Authority in relation to any such Modification. The Authority shall grant or procure for the Contractor the right to be granted a licence to use, have used and sub-license in any part of the world any Intellectual Property covering such Information for the purposes of manufacturing, selling and supporting any Article on fair and reasonable terms as between willing licensee and willing licensor.

9 Liability

9.1 In the event that Information to which this Part 7 (*Design Rights And Rights To Use Design Information*) of Schedule S applies is used by or for the Authority otherwise than for the purpose for which the Information was supplied in accordance with the relevant Contract Data Requirement, the Contractor shall have no liability whatsoever for any direct or indirect consequences, including losses, damages or injuries caused to the Authority or any third party, arising from its use.

10 Release of Information and Confidentiality

- 10.1 The Authority shall ensure that Information released to any third party under this Part 7 (*Design Rights And Rights To Use Design Information*) of Schedule S is limited to that necessary for the task on which the third party is engaged.
- 10.2 All Information which is provided to the Authority subject to this Part 7 (*Design Rights And Rights To Use Design Information*) of Schedule S is disclosed in confidence and shall only be copied, disclosed and used in accordance with the provisions of this Part 7 (*Design Rights And Rights To Use Design Information*) of Schedule S. The Authority shall ensure that all disclosures of Information to any third party shall be under express conditions of confidentiality between the Authority and the third party, and shall procure, at the request of the Contractor, a direct confidentiality agreement in the form of DEFFORM 94.

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11 Clarification of Information

- 11.1 At the request of the Authority, or any other United Kingdom Government Department, at any time during the period for which the Contractor is required by this or any subsequent contract to retain the Information the Contractor shall, subject to the availability of resources and within the United Kingdom, provide assistance to the Authority, the other Department or its agents or contractors in exercising the rights granted under this Part 7 (*Design Rights And Rights To Use Design Information*) of Schedule S. Such assistance shall be limited to that required to enable a third party of similar skill to the Contractor in the relevant area of technology to interpret any Information supplied under the terms of this Part 7 (*Design Rights And Rights To Use Design Information*) of Schedule S. The Contractor shall be entitled to payment by the Authority or other United Kingdom Government Department on fair and reasonable terms for any such assistance provided.

12 Marking

- 12.1 Any Information supplied subject to this Part 7 (*Design Rights And Rights To Use Design Information*) of Schedule S may be marked by the Contractor with a copyright and/or other restrictive legend provided that the legend acknowledges the Authority's rights under this Part 7 (*Design Rights And Rights To Use Design Information*) of Schedule S. Any such marking shall be perpetuated in any copies of the Information made by the Authority or any other United Kingdom Government Department or its agents or contractors.

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- 13.1 The Contractor shall not sell any Articles developed under this Contract, otherwise than for the purposes of the United Kingdom Government, or grant any licence to manufacture such Articles or any materials or processes the design or development of which was called for in the Schedule of Requirements without first agreeing with the Authority the sum or sums (if any) which should reasonably be paid to the Authority by the Contractor in respect of such sale or grant having regard, among other things, to the amounts paid or payable to the Contractor by the Authority under this Contract.

14 Interpretation

- 14.1 The headings in this Part 7 (*Design Rights And Rights To Use Design Information*) of Schedule S are for convenience only and shall not affect the interpretation of the Part 7 (*Design Rights And Rights To Use Design Information*) of Schedule S.
- 14.2 This Part 7 (*Design Rights And Rights To Use Design Information*) of Schedule S shall constitute an agreement to the contrary for the purposes of Section 48(5) of the Copyright, Designs and Patents Act 1988 and an assignment to the Contractor of future design right for the purposes of Section 223 of the Copyright, Designs and Patents Act 1988.

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Part 8: Third Party Intellectual Property

1 Notifications

- 1.1 As they become aware, the Contractor shall promptly notify the Authority of:
- 1.1.1 any invention or design the subject of Patent or Registered Design rights (or application therefor) owned by a third party which appears to be relevant to the performance of this Contract or to use by the Authority of anything required to be done or delivered under this Contract;
 - 1.1.2 any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical information) required for the purposes of this Contract or subsequent use by the Authority of anything delivered under this Contract and, where appropriate, the notification shall include such information as is required by section 2 of the Defence Contracts Act 1958;
 - 1.1.3 any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of this Contract or subsequent use by the Authority of anything required to be done or delivered under this Contract.

This paragraph 1.1 (*Notifications*) does not apply in respect of Articles or Services normally available from the Contractor as a COTS item or service.

- 1.2 If the information required under this Part 8 (*Third Party Intellectual Property*) of Schedule S (*IPR*) has been notified previously, the Contractor may meet their obligations by giving details of the previous notification.

2 Patents and Registered Designs in the UK – COTS Articles or Services

- 2.1 In respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or supply under this Contract of any Article or Service normally available from the Contractor as a COTS item or service is an infringement of a United Kingdom Patent or Registered Design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such Patent or Registered Design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This paragraph 2.1 (*Patents and Registered Designs in the UK – COTS Articles of Services*) will not apply if:
- 2.1.1 the Authority has made or makes an admission of any sort relevant to such question;
 - 2.1.2 the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;

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- 2.1.3 the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under section 55 of the Patents Act 1977 or section 12 of the Registered Designs Act 1977;
- 2.1.4 legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.
- 2.2 The indemnity in paragraph 2.1 (*Patents and Registered Designs in the UK – COTS Articles of Services*) of this Part 8 (*Third Party Intellectual Property*) of Schedule S (IPR) does not extend to use by the Authority of anything supplied under this Contract where that use was not reasonably foreseeable at the time of this Contract.
- 2.3 In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing this Contract (but not otherwise) to utilise a relevant invention or design in accordance with sections 55 and 56 of the Patents Act 1977 or section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.
- 3 Patents and Registered Designs in the UK – All other Articles and Services**
- 3.1 If a relevant invention or design has been notified to the Authority by the Contractor prior to the date of this Contract, then unless it has been otherwise agreed, under the provisions of sections 55 and 56 of the Patents Act 1977 or section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a United Kingdom Patent or United Kingdom Registered Design, for the purpose of performing this Contract.
- 3.2 If, under paragraph 1.1 (*Notifications*) of this Part 8 of Schedule S, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date, then:
- 3.2.1 if the owner (or their exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of sections 55 and 56 of the Patents Act 1977 or section 12 of the Registered Designs Act 1949, and
- 3.2.2 in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of sections 55 and 56 of the Patents Act 1977 or section 12 of the Registered Designs Act 1949.

4 Patents, Utility Models and Registered Designs outside the UK

- 4.1 The Authority shall assume all liability and shall indemnify the Contractor, their officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any Patent, Utility Model, Registered Design or like protection outside the United Kingdom in the performance of this Contract when such infringement arises from or is incurred by reason of the

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Contractor following any specification, statement of work or instruction in this Contract or using, keeping or disposing of any item given by the Authority for the purpose of this Contract in accordance with this Contract.

- 4.2 The Contractor shall assume all liability and shall indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any Patent, Utility Model, Registered Design or like protection outside the United Kingdom in the performance of this Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any specification, statement of work or instruction in this Contract or using, keeping or disposing of any item given by the Authority for the purpose of this Contract in accordance with this Contract.

5 Royalties and Other Licence Fees

- 5.1 The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under this Contract, where:

5.1.1 a relevant discharge has been given under section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with sections 55 or 57 of the Patents Act 1977, section 12 of the Registered Designs Act 1949 or section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property, or

5.1.2 any obligation to make payments for intellectual property has not been promptly notified to the Authority under paragraph 1.1 (*Notifications*) of this Part 8 of Schedule S.

- 5.2 Where an authorisation is given by the Authority under paragraph 2.3 (*Patents and Registered Designs in the UK – COTS Articles or Services*) and paragraphs 3.1 and 3.2 (*Patents and Registered Designs in the UK – all other Articles or Services*) of this Part 8 of Schedule S, to the extent permitted by section 57 of the Patents Act 1977, section 12 of the Registered Designs Act 1949 or section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:

5.2.1 released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing this Contract, and

5.2.2 authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.

6 Copyright, Design Rights etc.

- 6.1 The Contractor shall assume all liability and indemnify the Authority and its officers, agents and employees against liability, including costs as a result of:

6.1.1 infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, design right or the like protection in any part

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of the world in respect of any item to be supplied under this Contract or otherwise in the performance of this Contract;

- 6.1.2 misuse of any confidential information, trade secret or the like by the Contractor in performing this Contract;
 - 6.1.3 provision to the Authority of any information or material which the Contractor does not have the right to provide for the purpose of this Contract.
- 6.2 The Authority shall assume all liability and indemnify the Contractor, their officers, agents and employees against liability, including costs as a result of:
- 6.2.1 infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, design right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of this Contract but only to the extent that the item is used for the purpose of this Contract;
 - 6.2.2 alleged misuse of any confidential information, trade secret or the like by the Contractor as a result of use of information provided by the Authority for the purposes of this Contract, but only to the extent that Contractor's use of that information is for the purposes intended when it was disclosed by the Authority.

7 Authorisation and Indemnity – General

- 7.1 The above represents the total liability of each party to the other under this Contract in respect of any infringement or alleged infringement of Patent or other Intellectual Property Right owned by a third party.
- 7.2 Neither party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any Patent or other Intellectual Property Right owned by a third party.
- 7.3 A party against whom a claim is made or action brought, shall promptly notify the other party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Part 8 (*Third Party Intellectual Property*) of Schedule S (*IPR*) by such other party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying party has notice.
- 7.4 The party benefiting from the indemnity or authorisation shall allow the other party, at their own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other party may reasonably require.
- 7.5 Following a notification under paragraph 7.3 (*Authorisation and Indemnity – General*) of Part 8 (*Third Party Intellectual Property*) of Schedule S (*IPR*), the party notified shall advise the other party in writing within thirty (30) days whether or not they are assuming conduct of the negotiations or litigation. In that case the party against whom a claim

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is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other party.

- 7.6 The party conducting negotiations for the settlement of a claim or any related litigation shall, if requested, keep the other party fully informed of the conduct and progress of such negotiations.
- 7.7 If at any time a claim or allegation of infringement arises in respect of copyright, database right, design right or breach of confidence as a result of the provision of any item by the Contractor to the Authority, the Contractor may at their own expense replace the item with an item of equivalent functionality and performance so as to avoid infringement or breach;
- 7.8 The parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party intellectual property rights.

8 Sub-Contracts

- 8.1 The Contractor shall secure from any Sub-Contractor, the prompt notification to the Authority of the information required by paragraph 1.1 (*Notifications*) of this Part 8 of Schedule S. On receipt of any such notification the Authority will issue a written authorisation to the Sub-Contractor in accordance with paragraph 3.2 (*Patents and Registered Designs in the UK – all other Articles or Services*) of this Part 8 of Schedule S. Any such authorisation will be subject always to paragraphs 5.1 and 5.2 (*Royalties and Other Licence Fees*) and paragraph 7 (*Authorisation and Indemnity – General*) of this Part 8 of Schedule S as though the Sub-Contractor was the Contractor. If any claim or action relevant to such authorisation arises, it shall be promptly notified to the Authority. The Contractor is not authorised to enter into any substantive correspondence in such matter nor in any way to act on behalf of the Authority in such claim or action.
- 8.2 Any arrangement between the Contractor and Sub-Contractor to enable the Contractor to underwrite their indemnities to the Authority under this Condition is a matter between the Contractor and the Sub-Contractor.

9 General

- 9.1 Nothing in this Part 8 of Schedule S (*IPR*) shall be taken as an authorisation or promise of an authorisation under section 240 of the Copyright, Designs and Patents Act 1988.

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Part 9 – Retention of Records

1 Application

- 1.1 This Part 9 of Schedule S applies to deliverable Information identified in a Contract Data Requirement as being subject to Part 9 of Schedule S.

2 Definitions

- 2.1 For the purpose of this Part 9 of Schedule S, the following definitions apply:

- 2.1.1 'Contract Data Requirement' means a data requirement referred to in the Schedule of Requirements the format and content of which is set out or referenced in [REDACTED]
- 2.1.2 'Information' means technical data relating to Articles, processes or materials whether in human readable form or in machine readable form, or in any other form (but excluding software subject to Part 2 of Schedule 9 or for which the Authority is otherwise licensed).
- 2.1.3 'Intellectual Property' includes patents, registered designs, design rights, topography rights, copyright, database rights and any other rights in Information.

3 Maintenance of Control Copy

- 3.1 During the Contract Period and thereafter for not less than two years, or such other period as may be specified in this Contract:
- 3.1.1 the Contractor shall maintain at least one copy (hereinafter called the 'Control Copy') of all deliverable Information to which this Part 9 of Schedule S applies;
- 3.1.2 the Control Copy shall be maintained in media and formats agreed to by the Authority, and it shall not be altered by the Contractor in any way which changes the build standard except as authorised in writing by the Authority. The Control Copy shall be deemed to be the property of the Authority, and the Authority may take possession of it notwithstanding any administration, receivership, winding-up or liquidation of the Contractor or any transfer of its assets to any third party; and
- 3.1.3 copies of Information held on the Control Copy shall be supplied as required from time to time by the Authority at the Authority's expense.
- 3.2 If the Contractor enters into another contract with the Authority regarding maintenance of the Control Copy, the Contractor's obligation under paragraph 3.1 of this Part 9 of Schedule S shall be governed by that contract at the end of the period referred to in paragraph 3.1 of this Part 9 of Schedule S. Otherwise they may destroy or amend the Control Copy as they see fit, but before destroying the Control Copy they shall offer to supply it to the Authority and give the Authority 60 days to request such supply.

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4 Intellectual Property

- 4.1 Nothing in this Part 9 of Schedule S shall affect the ownership of, or user rights in, any Intellectual Property.

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Item	Background IP Rights	IPR Category	IPR Owner	Authority Rights
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Table 2 - Software Background IP

Item	Background Rights	IP	IPR Category	IPR Owner	Authority Rights
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Item	Background IP Rights	IPR Category	IPR Owner	Authority Rights
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