

used for the provision of the Services;

“Foreground Intellectual Property” means Intellectual Property arising out of the performance of any work by the Supplier and/or Customer under the Call-Off Agreement (but for the avoidance of doubt excluding Background Intellectual Property); and

“Deliverables” means the documents, articles or other materials, and any data or other information described in section 1.3 above, which are to be provided by the Supplier to the Customer as a result of performance of the Services.

**12.2** Ownership of Background Intellectual Property shall remain unaffected by this Call-Off Agreement. For the avoidance of doubt, the Supplier’s Background Intellectual Property shall include but not be limited to the DBSy methodology.

**12.3** Ownership of any and all Foreground Intellectual Property subsisting in the Deliverables shall vest exclusively in the Customer. Such ownership shall not pass until the Supplier has received in full (in cash or cleared funds) all sums due to it in respect of the Services under this Call-Off Agreement and all other sums which are or which become due to the Supplier from the Customer under the Call-Off Agreement.

**12.4** Subject to any third party rights and upon payment in full of the Charges under this Call-Off Agreement, the Supplier shall grant to the Customer a royalty-free, non-exclusive right and licence to use any of the Supplier’s relevant Background Intellectual Property that is incorporated in the Deliverables, solely for the purposes expressly stated in the Call-Off Agreement as being the purposes for which the Deliverables are supplied or, if no such purpose is stated, solely for the purposes of its internal testing and evaluation of the Deliverables (not involving their commercial use or disclosure to any third party). The licence is non-transferable; provided, however, that the Customer may sub-license to its affiliates on the same terms and conditions as herein set forth to make use of the Deliverables for the same purpose.

**12.5** The Customer hereby grants to the Supplier a non-exclusive, non-transferable, royalty free licence to use the Intellectual Property Rights in any documentation or data provided by or on behalf of the Customer and its affiliates to the Supplier for the purpose of carrying out the Services for the sole purpose of producing the Deliverables for the Customer under the Call-Off Agreement and not otherwise.

**12.6** The Supplier shall at the Customer’s request (and shall procure that its employees, agents or officers) carry out all reasonable acts (including prompt signature of documents) necessary to vest ownership of Foreground Intellectual Property in the Deliverables in the Customer in accordance with this Clause 12.

### 13. [COLLABORATION AGREEMENT

In accordance with Clause CO-21 of this Contract, the Customer [does not require] the Supplier to enter into a Collaboration Agreement.

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**BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES** to enter a legally binding contract with the Customer to provide the G-Cloud Services. The Parties hereby acknowledge and agree that they have read the Call-Off Terms and the Order Form and by signing below agree to be bound by the terms of this Call-Off Agreement.

**For and on behalf of the Supplier:** INFORMATION RISK MANAGEMENT PLC.

Name and Title		
Position		
Signature		
Date		8/9/2014

**For and on behalf of the Customer:**

Name and Title		
Position		
Signature		
Date		