

perpetual, irrevocable, royalty-free and transferable licence free of charge to use the Product together with such materials in connection with the use of the Products.

- 29.3 The Service Provider grants to the Authority an irrevocable non-exclusive, worldwide, royalty free licence for the duration of the Term to use, copy, translate and amend all Intellectual Property Rights in any software, Documentation, spreadsheets, data or other materials provided to the Authority by or on behalf of the Service Provider in the course of providing the Services (or otherwise in accordance with the terms of this Contract) for any reasonable purpose associated with the proper enjoyment by the Authority of the Services and the exercise by the Authority of its rights under the Contract. Such right will include the right for the Authority to grant sub licences to any member of the Authority Group and/or any Successor Operator(s) and the providers of services to any of them from time to time on terms no wider than the terms granted to the Authority from time to time under this provision provided that:-
- 29.3.1 without limiting Clause 29.4, this Clause shall not apply in relation to any COTS Product to the extent that the acquisition by the Authority of its own licence in respect of that COTS Product is listed as a Transition Dependency; and
- 29.3.2 any sub-licence to a Successor Operator shall be for the purpose and to the extent required for the implementation of the Handover Plan and not for the purpose of the provision of services by the Successor Operator following the end of the Term.
- 29.4 To the extent that the Service Provider has utilised a COTS Product in the performance of the Services, without limiting any other obligation of the Service Provider under Clause 36 (Handback of Services) or Schedule 11 (Handback of Service) the Service Provider:-
- 29.4.1 shall as and when requested by the Authority from time to time provide to the Authority a copy of that COTS Product as configured by the Service Provider for the purposes of the Contract (including of all Data held within the COTS Product for the purpose of the performance of the Services or the Service Provider's other obligations under this Contract); and
- 29.4.2 hereby grants to the Authority a perpetual, irrevocable, royalty-free and transferable licence free of charge to use that configuration (it being acknowledged that the Authority will be responsible for obtaining any required licence(s) of the underlying COTS Product required for the Authority's continued use of the same after the end of the Term).
- 29.5 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trademarks, trade names, logos or other Intellectual Property Rights of the Authority.
- 29.6 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used by the Service Provider in connection with the Contract (other than the Intellectual Property Rights made available by the Authority to the Service Provider pursuant to the Contract) have been paid and are included within the Charges.

- 29.7 The Service Provider shall:
- 29.7.1 promptly notify the Authority upon becoming aware of an infringement or alleged infringement or potential infringement of any Intellectual Property Right which affects or may affect the provision or receipt of the Services or if any claim or demand is made or action brought for infringement or alleged infringement of any Intellectual Property Right; and
 - 29.7.2 indemnify, keep indemnified and hold harmless the Authority from and against all actions, claims, demands, costs, charges or expenses (including legal costs on a full indemnity basis) that arise from or are incurred by the Authority by reason of any infringement or alleged infringement of any Intellectual Property Rights of any person arising out of the use by the Authority of the Products (or any of them) or any of the items licensed in accordance with Clauses 29.3 or 29.4 or anything arising from the provision of the Services and from and against all costs and damages of any kind which the Authority may incur in or in connection with any actual or threatened proceedings before any court or arbitrator.
- 29.8 The Authority shall, at the request of the Service Provider, give the Service Provider all reasonable assistance for the purpose of the Service Provider contesting any such claim, demand, or action referred to in Clause 29.7.1 and the Service Provider shall:
- 29.8.1 reimburse the Authority for all costs and expenses (including legal costs) incurred in doing so;
 - 29.8.2 conduct at its own expense all litigation and/or negotiations (if any) arising from such claim, demand or action; and
 - 29.8.3 consult with the Authority in respect of the conduct of any claim, demand or action and keep the Authority regularly and fully informed as to the progress of such claim, demand or action.
- 29.9 If a claim or demand is made or action brought to which Clause 29.7 applies or in the reasonable opinion of the Service Provider is likely to be made or brought, the Service Provider may (without prejudice to 29.7), after consultation with the Authority, at its own expense and within a reasonable time and subject to all other applicable provisions of this Contract (including those relating to Change), modify or substitute any or all of the Products so as to avoid the infringement or the alleged infringement, provided that the terms of the Contract shall apply mutatis mutandis to such modified or substituted Products and such Products are accepted by the Authority.
- 29.10 The Authority shall:
- 29.10.1 promptly notify the Service Provider upon becoming aware of an infringement or alleged infringement or potential infringement of any Intellectual Property Right resulting from the use of any Authority Assets by the Service Provider in the performance of the Services as permitted by and in accordance with the terms of this Contract which affects or may affect the provision of the Services or if any claim or demand is made or action brought for infringement or alleged infringement of any Intellectual Property Right in respect of any use of the Authority Assets by the Service Provider in the

performance of the Services as permitted by and in accordance with the terms of this Contract; and

- 29.10.2 indemnify, keep indemnified and hold harmless the Service Provider from and against all actions, claims, demands, costs, charges or expenses (including legal costs on a full indemnity basis) that arise from or are incurred by the Service Provider by reason of any infringement or alleged infringement of any Intellectual Property Rights of any person arising out of the use by the Service Provider of the Authority Assets (or any of them) as permitted by and in accordance with the terms of this Contract and from and against all costs and damages of any kind which the Service Provider may incur in or in connection with any actual or threatened proceedings before any court or arbitrator
- 29.11 The Service Provider shall, at the request of the Authority, give the Authority all reasonable assistance for the purpose of the Authority contesting any such claim, demand, or action referred to in Clause 29.10.1 and the Authority shall:
- 29.11.1 reimburse the Service Provider for all costs and expenses (including legal costs) incurred in doing so;
- 29.11.2 conduct at its own expense all litigation and/or negotiations (if any) arising from such claim, demand or action; and
- 29.11.3 consult with the Service Provider in respect of the conduct of any claim, demand or action and keep the Service Provider regularly and fully informed as to the progress of such claim, demand or action.
- 29.12 If a claim or demand is made or action brought to which Clause 29.10 applies or in the reasonable opinion of the Service Provider is likely to be made or brought, the Authority may (without prejudice to Clause 29.10), after consultation with the Service Provider, at its own expense and within a reasonable time and subject to all other applicable provisions of this Contract (including those relating to Change), modify or substitute any or all of the Authority Assets so as to avoid the infringement or the alleged infringement, provided that the terms of the Contract shall apply mutatis mutandis to such modified or substituted Authority Assets.
- 29.13 The indemnified party at Clause 29.7.2 and 29.10.2 (as the case may be) shall take all reasonable steps to mitigate the claims, demands, costs, charges, losses and/or expenses to which the indemnity applies.

30 PROTECTION OF PERSONAL DATA

- 30.1 The Service Provider shall comply with all of its obligations under the Data Protection Act 1998 and, if Processing Personal Data (as such terms are defined in section 1(1) of that Act) on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with the Contract.
- 30.2 For the purposes of this Clause 30, unless the context indicates otherwise, the following expressions shall have the following meanings:

“Authority Personal Data”	Personal Data and/or Sensitive Personal Data Processed by the
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	Service Provider on behalf of the Authority;
“Data Controller”	has the meaning given to it by section 1(1) of the Data Protection Act 1998;
“Data Processor”	has the meaning given to it by section 1(1) of the Data Protection Act 1998;
“Data Subject”	has the meaning given to it by section 1(1) of the Data Protection Act 1998;
“Data Protection Legislation”	the Data Protection Act 1998 (as interpreted in accordance with Directive 95/46/EC) including all regulations made under it and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any amendment or re-enactment of any of them; any other legislation relating to privacy and/or the processing of Personal Data (as amended from time to time); and any guidance or statutory codes of practice issued by the Information Commissioner in relation to such legislation;
“Personal Data”	has the meaning given to it by section 1(1) of the Data Protection Act 1998;
“Privacy Impact Assessment”	a process used to identify and mitigate the privacy and data protection risks associated with an activity involving the Processing of Authority Personal Data;
“Processing”	has the meaning given to it by section 1(1) of the Data Protection Act 1998 and “Process” and “Processed” will be construed accordingly;
“Restricted Countries”	any country outside the European Economic Area;
“Sensitive Personal Data”	has the meaning given to it by section 2 of the DPA; and
“Subject Access Request”	a request made by a Data Subject to access his or her own Personal Data in accordance with rights granted pursuant to Data Protection Legislation.