

EXCEPTIONS and ADDITIONS TO THE SC1A TEMPLATE:	
All Intellectual Property in the Prosci® materials remains at all time in the ownership of Prosci Inc. Each participant who attends the training will receive a Single User Licence for use of the Prosci® tools and templates provided during the training in their work.	
Additional Clauses mandated by Prosci Inc	<p>All Intellectual Property in the Prosci® materials remains at all time in the ownership of Prosci Inc. Each participant who attends the training will receive a Single User Licence for use of the Prosci® tools and templates provided during the training in their work.</p> <p>The following clauses are included in the Terms and Conditions of Contract (Annex):</p> <ol style="list-style-type: none"> 1. <i>All products, information, reports, studies, object or source code and other tangible or intangible material produced during and in preparation for change management training services (whether or not such material is capable of being copyrighted), and all change management training deliverables including courseware, books, reports, assessments and online content which include Prosci materials, that are developed or prepared for Client by CMC under this Agreement (collectively, "Change Management Training Work Product"), are the sole and exclusive property of Prosci, Inc. ("Prosci").</i> 2. <i>Nothing in this Agreement or attached statements of work transfers intellectual property rights to Prosci's content, models, images, text, templates, assessments, or other content included in any Prosci product to the Client. except that Client retains ownership for any Client content added into the Prosci tools, including project-specific details entered into Prosci templates and project-specific change management plans.</i> 3. <i>Use of any guides or other Prosci materials delivered by CMC as part of the Services shall be limited to the specific individual Client personnel, their contractors, and subcontractors currently engaged in a project on behalf of the Client who attend the training sessions held by CMC and who are using such materials solely on behalf of the Client. These guides are not to be reproduced or distributed to other Client personnel or third parties without written consent from Prosci. In the event of a conflict between the terms and conditions related to work product stated here and any other oral or written understandings, arrangements or agreement between the parties, including purchase orders, the work product terms and conditions stated herein shall prevail.</i> 4. <i>At each relevant Course, CMC shall provide each Participant with the Prosci Change Management Content Certificate of Single User License^[1] (the "Prosci Single User License") where appropriate, acceptance of which by the Participant is required for their participation in the Course</i> 5. <i>No ownership of third party IP will pass to either Party as a result of this Contract</i>
Clause 19.b.	Subject to Clause 19.b the Contractor's liability to the authority in connection with this Contract shall be limited to £1 million (one million pounds)
Clause 19.b (1) a	As an SME and the nature of the limited short training services which we offer, CMC is unable to accept liquidated damages as we are unable to insure for this.
Additional	Nothing in this Contract shall operate to limit or exclude the Authority's liability for breach of Prosci IP which is provided to MOD participants under the Prosci Single User License.
Additional Warranty	CMC warrants that any Prosci electronic or physical materials purchased under this Agreement will be free from any virus, Trojan horse, malware, worm or other software routine designed to permit unauthorized access to any software or data or disable or damage any software or data or otherwise disrupt, damage, interfere

	<p>or result in disruptions, damage or interference with computer and/or telecommunication facilities. The Client's sole and exclusive remedy for any breach of this warranty by CMC, and CMC's entire liability for breach of this limited warranty, will be the indemnification from any and all suits, proceedings at law or in equity, claims, liabilities, damages, costs, payments and expenses, including reasonable legal fees, asserted against or incurred by Client from a third party arising out of or resulting from a breach of the aforementioned warranty such liability not to exceed £500,000 (five hundred thousand pounds sterling) in aggregate over the term. Notwithstanding anything to the contrary in this Agreement, CMC will not be liable for any indirect, incidental, special, or consequential damages (e.g., loss or interruption of business), arising from this warranty or its indemnification thereof.</p>
Cyber Essentials	<p>CMC does not current hold Cyber Essentials Accreditation (process is currently underway) Low risk profile for delivery of three days training</p>

[1] Refer to copy of Prosci Single User License in Annex B