

CONNECTIVITY CONSOLIDATED CONTRACT SCHEDULE

CONSOLIDATED SCHEDULE 24  
INTELLECTUAL PROPERTY RIGHTS

for Contract Number DCNS/080

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## **CONSOLIDATED SCHEDULE 24**

### **INTELLECTUAL PROPERTY RIGHTS**

This Consolidated Schedule consolidates certain of the Customer Authority's special terms in relation to Intellectual Property Rights.

Capitalised terms used but not defined in this Consolidated Schedule are defined in Consolidated Schedule 1 (*Definitions*).

#### **1 CUSTOMER AUTHORITY DATA**

**1.1** The Parties agree that Customer Authority Data includes all iterations of, and modifications or enhancements to:

- (i) databases, including site lists, and any databases relating to user functionality or user profiles (or both);
- (ii) all data provided by the Contractor or any Sub-contractor(s) to the Customer Authority or the Customer Authority OSM as part of Service Management;
- (iii) all data held on the Customer Authority OSM Service Management Tooling;
- (iv) all content of the Legacy Equipment Database;
- (v) all data relating to the interfaces into the Customer Authority's (or an Indirect Customer's) systems and processes (including the Customer Authority OSM and any data set defined in the ISS ITIL Processes, including the data sets defined in the ISS ITIL Processes entitled "*Event Management*", "*Service Catalogue Management*", "*Request Fulfilment*", "*Release and Deployment*", "*Problem Management*", "*Operational Service Management (OSM) Including Service Desk*", "*Evaluation*", "*Change Management*", "*Incident Management*", "*Service Asset and Configuration*" and "*Service Portfolio Management (Service Lifecycle)*", as set out in the Standards);
- (vi) all data contained in Contractor or Sub-contractor interactions and communications with the Customer Authority or any Indirect Customers;
- (vii) database history and any knowledge databases (including records of common problems and their fixes) relating to any helpdesks; and
- (viii) all data contained in data feeds made available to the Customer Authority pursuant to or in connection with this Consolidated Contract (including as part of the Services).

#### **2 DESIGNATED IPR**

**2.1** The Parties agree that Designated IPR includes all Intellectual Property Rights subsisting in, or relating to, all iterations of, and modifications or enhancements to:

- (i) this Consolidated Contract, including the Consolidated Schedules and the Contractor's Call-Off Service Catalogue;
- (ii) the Outline Implementation Plan and the Detailed Implementation Plan;

- (iii) the Test Strategy, Test Specifications, Test Plans, Test Success Criteria, Test Certificates, the Test Issue Management Log and records of any Testing outcomes (including Test Reports);
  - (iv) the IMP, PCP and any other information relating to security other than the Security Policy and the Security Policy Framework;
  - (v) the Service Evaluation Model;
  - (vi) the Financial Model;
  - (vii) piloting and planning documentation that relates specifically to Customer Authority Sites;
  - (viii) audit information;
  - (ix) specification documents, network and infrastructure plans and diagrams, system design and architecture documents, method statements, methodologies;
  - (x) specifications relating to the interfaces into the Customer Authority's (or an Indirect Customer's) systems and processes (including the Customer Authority OSM and the interface control documentation);
  - (xi) any and all configuration documents;
  - (xii) all Management Information;
  - (xiii) project documentation relating to the Services (including meeting minutes, board reports, risk and issues logs, and any reporting, design and project information relating to the Services);
  - (xiv) incident reports produced in connection with the Services;
  - (xv) the IPR Register and any other registers of information provided by the Contractor pursuant to this Consolidated Contract, including the Asset Register;
  - (xvi) all Contract Change Notes and related documentation;
  - (xvii) feasibility studies, site surveys and business cases;
  - (xviii) any ticketing information and Incident or Problem data relating to Service Management (to the extent that the same is not Customer Authority Data);
  - (xix) information relating to the operation, repair and maintenance of Customer Authority Assets and Transferring Assets;
  - (xx) the Customer Authority Service Management Documentation;
  - (xxi) records relating to Customer Authority and Customer Authority-sponsored personnel; and
  - (xxii) the Exit Management Plan,
- but shall exclude:
- (a) the Business Continuity and Disaster Recovery Plan;
  - (b) the Call-Off Operating Manual; and
  - (c) the Exit Management Information.

### **3 ALL OTHER CUSTOMER AUTHORITY IPR**

**3.1** The Parties agree that in addition to the Intellectual Property Rights subsisting in the Customer Authority Data and the Designated IPR, the Customer Authority IPR includes the Intellectual Property Rights subsisting in, or relating to, all iterations of, and modifications or enhancements to:

- (i) IP Address ranges (including Class A 25.x.x.x Internet Protocol address spaces);
- (ii) any domain names registered in the name of or on behalf of the Customer Authority, including the domain names mil.uk and mod.uk;
- (iii) the Standards;
- (iv) firmware in any computers or other hardware devices provided by the Customer Authority to the Contractor;
- (v) the network management system;
- (vi) any and all back-up software used by the Customer Authority and provided to the Contractor for use in performing the Contractor's obligations under this Consolidated Contract, including all business continuity and disaster recovery software; and
- (vii) the Security Policy and Security Policy Framework.

### **4 CONTRACTOR IPR**

**4.1** The Parties agree that the Contractor IPR comprises of all Intellectual Property Rights subsisting in, or relating to, all iterations of, and modifications or enhancements to the:

- (i) Special Contractor IPR; and
- (ii) Business Continuity and Disaster Recovery Plan.

### **5 SPECIAL CONTRACTOR IPR**

**5.1** The Parties agree that the Special Contractor IPR comprises of all Intellectual Property Rights subsisting in, or relating to, all iterations of, and modifications or enhancements to the:

- (i) Call-Off Operating Manual;
- (ii) Exit Management Information;
- (iii) Configuration Management Database; and
- (iv) the Business Management System.

### **6 CONTRACTOR THIRD PARTY IPR**

**6.1** The Parties agree that the Contractor Third Party IPR comprises of all Intellectual Property Rights subsisting in, or relating to, of all iterations of, and modifications or enhancements to the following:

Product ID	Product Description	Licence Type	Licensee	Supplier / Licensor
EX-24-EFL	EX2200-24 Switch EFL	Per Device / 5 year term then annual	MOD	Juniper
EX-48-EFL	EX2200-48 Switch EFL	Per Device / 5 year term then annual	MOD	Juniper
EX-48-EFL	EX3300-48 Switch EFL	Per Device / 5 year term then annual	MOD	Juniper
QFX-96-EFL	Distribution-QFX5100-96S Switch EFL	Per Device / 5 year term then annual	MOD	Juniper
EX-32-EFL	EX4300-32 Switch EFL	Per Device / 5 year term then annual	MOD	Juniper
ARU-LIC-CP-GM-1K	ARUBA CLEARPASS POLICY MGR-1K END/PT	Per Device / annual	MOD	Aruba
ARU-AW-200	AIRWAVE LICENCE FOR 200 DEVICES	Per Device / annual	MOD	Aruba
ARU-AW-200 Failover	AIRWAVE LICENCE FOR 200 DEVICES Failover	Per Device / annual	MOD	Aruba
Security Gateway	E-Mail Security Gateway Anywhere 60 +24 months	Per user / 5 year term then annual	MOD	WebSense
Security Gateway	Web Security Gateway Anywhere 60 + 24months	Per user / 5 year term then annual	MOD	WebSense
Juniper Gateway	Add 2500 x 4 simultaneous users to Junos Pulse Gateway X600 Series Appliances	Per Device / 5 year term then annual	MOD	Juniper
Juniper Gateway	Add 500 x 4 simultaneous users to Junos Pulse Gateway X600 Series Appliances	Per Device / 5 year term then annual	MOD	Juniper
SRX650 Support	Juniper Application Security and IPS updates SRX650 Subscription 5 Years	Per Device / 5 year term then annual	MOD	Juniper
ASA5585 Support	Cisco ASA 5585-X Chassis with SSP-40, 6 IDS/SIPS update	Per Device/annual	MOD	Cisco
ARU-LIC-CP-GM-1K-PCARE-SW-3YR	ARUBA PARTNER SW SUBS-3YEAR	Per Device / annual	MOD	Aruba
ARU-AW-200-FR- PCARE-SW-	ARUBA PARTNER SW SUBS-3YEAR Failover	Per Device / annual	MOD	Aruba
ARU-AW-200-PCARE-SW-	ARUBA PARTNER SW SUBS-3YEAR	Per Device / annual	MOD	Aruba
OS	Windows 2012 Standard	Per Server / annual	Fujitsu	Microsoft
OS	Windows 2012 Cal	Per User / annual	Fujitsu	Microsoft
Reporting	Fujitsu Service Reporting	Per Server / annual	Fujitsu	Fujitsu
RDBMS	SQL 2008 Enterprise Server	Per Core / annual	Fujitsu	Microsoft

Product ID	Product Description	Licence Type	Licensee	Supplier / Licensor
Reporting support	Office Standard	Per Device / annual	Fujitsu	Microsoft
Virtualisation	vSphere	Per Core / annual	Fujitsu	VMWare
Service Desk	Unicenter Service Desk software	Per User / annual	Fujitsu	Computer Associates
Data Replication	ARCserve Replication	Per User / annual	Fujitsu	Computer Associates
Security	Certificates	Per User / annual	Fujitsu	Computer Associates
Testing	LoadRunner	Per User / annual	Fujitsu	Computer Associates
Monitoring Tools	FEDEROS USM	Per Server / annual	Fujitsu	TDB Fusion
Monitoring Tools	SMART SAM Tier 1	Per Device / 5 year term then annual	Fujitsu	TDB Fusion / EMC
Monitoring Tools	NCM Tier 1	Per Device / 5 year term then annual	Fujitsu	TDB Fusion / EMC
Monitoring Tools	NCM Tier 3	Per Device / 5 year term then annual	Fujitsu	TDB Fusion / EMC
Monitoring Tools	MPLS	Per Device / 5 year term then annual	Fujitsu	TDB Fusion / EMC
Monitoring Tools	MPLS Layer 2 Forwarder	Per Device / 5 year term then annual	Fujitsu	TDB Fusion / EMC
Monitoring Tools	MPLS VRF Layer 3 Interface Manager term License	Per Device / 5 year term then annual	Fujitsu	TDB Fusion / EMC
Monitoring Tools	NPM Manager Options	Per Device / 5 year term then annual	Fujitsu	TDB Fusion / EMC
Monitoring Tools	NPM Manager Term License	Per Server / 5 year term then annual	Fujitsu	TDB Fusion / EMC
Monitoring Tools	Server Module up to 100 servers	Per Server / 5 year term then annual	Fujitsu	TDB Fusion / EMC
Monitoring Tools	Notification Manager 5 year license	Per Server / 5 year term then annual	Fujitsu	TDB Fusion / EMC
Monitoring Tools	CTP View	Per Server / 5 year term then annual	Fujitsu	Juniper
Monitoring Tools	SMART SAM Tier 3	Per Device / 5 year term then annual	Fujitsu	TDB Fusion / EMC
Monitoring Tools	USM, EMC NCM, SMARTs two year Extension	Per Server / 5 year term then annual	Fujitsu	TDB Fusion / EMC
Monitoring Tools	Cisco Enterprise licence for ACS	Per Device / annual	Fujitsu	Cisco
Windows Server	Windows 2012 R2 Datacentre Edition	Per Server / annual	Fujitsu	Microsoft
Monitoring Tools	Cisco AC Software support	Per Device / annual	Fujitsu	Cisco