

Dated 18 December 2023

ANALYTICAL CONSORTIUM COLLABORATION AGREEMENT

(1) DEPARTMENT FOR TRANSPORT, THE FUNDING BODY

AND

(2) WHOLE LIFE CONSULTANTS LIMITED, THE LEAD CONSORTIUM PARTY

AND

(3) THE ACADEMIC CONSORTIUM PARTIES

AND

(4) THE BUSINESS CONSORTIUM PARTIES

**The collaboration on a BUSINESS CHANGE project entitled the
"GOVERNMENT CONSTRUCTION METRICS PROGRAMME"**

THIS AGREEMENT dated [18 December] 2023 is made **BETWEEN**:

- (1) **SOCIAL PROFIT CALCULATOR LTD**, trading as LOOP, [a company registered in England and Wales under number [09947057], whose registered office is at [55 Whitefriargate, Hull, HU1 2HU];
- (2) **THE UNIVERSITY OF LEEDS**, a higher education institution incorporated by Royal Charter under number RC000658 whose registered address is at Leeds, LS2 9JT;
- (3) **WHOLE LIFE CONSULTANTS LIMITED**, [a company registered in [Scotland] under number [SC259987], whose registered office is at [14 City Quay, Camperdown Street, Dundee, DD1 3JA];
- (4) **ACCELAR LIMITED**, [a company registered in [England] under number [12093313], whose registered office is at [Acorns, 40 Victoria Road Fleet, Hampshire , GU514DW]; and
- (5) **DEPARTMENT FOR TRANSPORT**, a Central Government department of [Great Minster House 33 Horseferry Road London SW1P 4DR.

BACKGROUND

The parties to this agreement wish to collaborate on a research project entitled the "Government Construction Metrics (GCM) Programme". This agreement governs the parties' collaboration in relation to that Project.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions have the meaning set opposite:

the Academic Parties	University of Leeds;
Academic Publication:	the publication of an abstract, article or paper in a journal or electronic repository, or its presentation at a conference or seminar; and in clauses 5 and 6 to Publish and Publication are to be construed as meaning such publication;
Academic Purposes:	academic research, teaching and education;
this Agreement:	this document, including its Schedules, as amended from time to time in accordance with clause 10.8;
the Analytical Consortium	Means the technical experts from industry, government and/or public bodies and the academic partners expressly referenced within the Government Construction Metrics Programme . This GCM Analytical Consortium is directly accountable to the Department for Transport and Arm's Length Bodies Metrics Group [the DfT-ALB Metrics Group] and responsible for delivering the GCM Programme ;
Background:	any information, data, techniques, Know-how, inventions, software, discoveries and materials (regardless of the form or medium in which they are disclosed or stored) which are provided by one Party (whether belonging to

that Party or to a third party) to another Party for use in the Project, and whether before or after the date of this Agreement, except any Result;

DfT - ALB Metrics Group	Representatives nominated by the Department for Transport, its Arm's Length Bodies and Major Infrastructure Programmes, who provide oversight, guidance and approvals to help assure the delivery of the GCM Programme.
a Business Day:	Monday to Friday (inclusive) except bank or public holidays in England
the Business Parties:	Whole Life Consultants Limited and Accelar Limited
the Analytical Consortium Chair:	Representative from Whole Life Consultants Limited responsible for the Technical leadership of the GCM Analytical Consortium;
the DfT-ALB Metrics Group Chair:	Representative from the Department for Transport responsible for the strategic leadership of the GCM Programme;
the Commencement Date:	18 th December 2023
Confidential Information:	a Party's confidential information is: any Background disclosed by that Party to any of the other Parties for use in the Project and identified as confidential before or at the time of disclosure any of the Results in which that Party owns the Intellectual Property Rights; and any other information disclosed by that Party to any of the other Parties for use in the Project or under this Agreement;
Control:	the ability to direct the affairs of another person, whether by virtue of the ownership of shares, by contract, or in any other way;
the Data Protection Legislation:	means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended from time to time;
the Funding Body:	The Department for Transport
the Funding Conditions:	the terms and conditions set out by the Department for Transport in its Short-Form T&Cs Conditions of Contract.
a Group Company:	in relation to a Party, any undertaking which for the time being Controls, or is Controlled by, that Party or which for the time being is Controlled by a third person which also Controls that Party;
Intellectual Property Rights:	Means any intellectual property rights of any description including but not limited to patents, copyrights, design

rights (registered or unregistered), trademarks, know-how and database rights, rights in passing off, rights in commercial or technical information, any other rights in any invention, discovery or process any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights an all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

Key Personnel	A Party's technical or project lead
Know-how:	unpatented technical information (including information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) which is not in the public domain;
the Project:	means the Government Construction Metrics Programme
the Project Plan	means the Project Plan and Statement of Requirements in Schedule 3
the Lead Party:	Whole Life Consultants Limited
the Programme Manager:	the individual appointed from time to time by the Project Lead Party as the programme manager responsible for the delivery of the Project Plan;
the Contract Manager:	Person assigned by the Funding Body to oversee the Project
a Party or Parties:	means the signatories to this Agreement, (including their successors and permitted assignees);
the Project Period:	the period described in clause 2.1;
Research Purposes:	any purpose except commercialisation, i.e. licensing for value or sale for value;
the Results:	all information, data, techniques, Know-how, results, inventions, discoveries, software and materials (regardless of the form or medium in which they are disclosed or stored) identified or first reduced to practice or writing in the course of the Project, and any Intellectual Property Rights arising from any of the above;
Sub-Contractor	a third party engaged by a Party to perform part of their activities under the Project;
Standards of Care	as set out in Schedule 4

a Variation Agreement:	a written agreement signed by or on behalf of the Parties and any proposed new party to this Agreement;
VAT:	value added tax chargeable under the Value Added Tax Act 1994, or any tax replacing that tax; and

- 1.2 The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.
- 1.3 References in this Agreement to **a person** include a natural person, corporate or unincorporated body (whether or not it has a separate legal personality).
- 1.4 A reference in this Agreement to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that statute or statutory provision.
- 1.5 A reference in this Agreement to **writing** or **written** includes email.
- 1.6 A reference in this Agreement to any other agreement or document is a reference to that other agreement or document as varied or novated (in each case, unless in breach of this Agreement) from time to time
- 1.7 References in this Agreement to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.8 Any words in this Agreement following the expression **including, include** or **in particular**, or any similar expression, are to be construed as illustrative and do not limit the sense of the words preceding that expression.
- 1.9 The acts and omissions of a Parties Group Companies are deemed to be within the control of a Business Party, the acts and omissions of its students are deemed to be within control of an Academic Party and the acts and omissions of any contractor are deemed to be within the control of the Party engaging that contractor.
- 1.10 Words and phrases defined in the Funding Conditions and not defined in this Agreement have the meaning given to them in the Funding Conditions when used in this Agreement
- 1.11 If there is any conflict between the terms of this Agreement and the Funding Conditions, **the Funding Conditions** will prevail in relation to the arrangements as between the Parties, but it will not affect the Parties' respective obligations to the Funding Body under **this Agreement**.

2. THE PROJECT

- 2.1 The Project will begin on the Commencement Date and will continue until **28th June 2024**, unless extended or terminated early as may be agreed in writing between the Parties. If this Agreement is entered into after the Commencement Date, it will apply retrospectively to work done in relation to the Project on or after the Commencement Date. This Agreement will remain in full force and effect for the duration of the contract , but a Party may withdraw or may be deemed to have withdrawn from the Project in accordance with clause 8 or 9.
- 2.2 Each of the Parties will carry out the tasks allotted to it in the Project Plan, and will provide the human and other resources, Background, materials, facilities and equipment which are designated as its responsibility in the Project Plan. The Project will be carried out under the direction and supervision of the **DfT - ALB Metrics Group**.
- 2.3 Each of the Parties will obtain and maintain all regulatory and ethical licences, consents and approvals necessary to allow it to carry out the tasks allotted to it in the Project Plan and will

carry out the Project in accordance with all laws and regulations which apply to its activities under or pursuant to this Agreement. A Party shall be entitled to perform certain of its tasks through its Subcontractors, where these have been agreed in advance with the Lead Party and **DfT - ALB Metrics Group**, from time to time.

- 2.4 Each of the Parties will ensure that its employees and students (if any) involved in the Project: observe the conditions attaching to any regulatory and ethical licences, consents and approvals; keep complete and accurate records of all research, development and other work carried out in connection with the Project and of all Results, signed by the people who obtained or made each Result, and countersigned by an employee of that Party who is not a member of the research team but who understands the work;
- 2.5 Each of the Parties will ensure that its staff and students (if any) (including in the case of each Business Party, any staff of any Group Company) involved in the Project, when working on or visiting the other Party's premises, comply with the other Party's health and safety and security policies and procedures and, when accessing or using the other Party's information systems, comply with the other Party's information security policies and procedures.
- 2.6 Although each of the Parties will use reasonable endeavours to carry out the Project in accordance with the Project Plan, none of the Parties undertakes that any research will lead to any particular result, nor does it guarantee a successful outcome to the Project.
- 2.7 Each of the Parties warrants to the other Parties that it has full power and authority under its constitution, and has taken all necessary actions and obtained all authorisations, licences, consents and approvals, to allow it to enter into this Agreement and it is not in breach of the Funding Conditions.
- 2.8 If the Funding Conditions have not already been accepted by the Parties, this Agreement is conditional on each of the Parties accepting the Funding Conditions to be completed within 30 days after the date of the Funding Conditions or offer to provide Funding. This clause shall only apply to those Parties in receipt of funds from the Funding Body.
- 2.9 Each of the Parties will:
 - 2.9.1 If it is a party to the Funding Conditions, comply with its obligations under, and the conditions of, the Funding Conditions;
 - 2.9.2 carry out the Project in accordance with the Funding Conditions; and
 - 2.9.3 notify the other Parties in accordance with clause 10.1 immediately if it receives any notice or request from the Funding Body.
- 2.10 There will be a **DfT - ALB Metrics Group** made up of representatives from the Department for Transport and its Arm's Length Bodies [National Highways, Network Rail], its Major Infrastructure Projects [High Speed 2, East West Rail]. **All parties have shared responsibility for this delivery. The representative from the Department for Transport will be the DfT - ALB Metrics Group Chair.**
- 2.11 The quorum for a meeting of the **DfT - ALB Metrics Group** will be a minimum of 3 members.
- 2.12 The Parties will ensure that the **DfT - ALB Metrics Group** meets each 1 month virtually or in person at venues to be agreed, Meetings of the **DfT - ALB Metrics Group** will be convened with at least 15 days written notice in advance. That notice must include an agenda. Minutes of the meetings of the **DfT - ALB Metrics Group** will be prepared by the Programme Manager, endorsed by the Chair and sent to each of the Parties within 7 days after each meeting. The minutes shall be considered as accepted by the Parties if, within twenty-one (21) days from receipt, no Party has objected in writing to the Programme Manager.

- 2.13 The Programme Manager will manage the preparation of progress reports as required by the **DfT - ALB Metrics Group** and a draft of each report will be circulated to each member of the **DfT - ALB Metrics Group** along with the written notice for the relevant meeting.
- 2.14 Each of the Parties will notify the Programme Manager promptly after identifying any Result which it believes to be patentable, and will supply the Programme Manager with copies of that Result. Each of the Parties will notify other Results to the Programme Manager in the monthly and annual reports provided under clause 2.15.
- 2.15 The Programme Manager will:
- 2.15.1 attend **DfT - ALB Metrics Group** meetings at the request of the Chair;
 - 2.15.2 be the primary contact for the Chair of the **DfT - ALB Metrics Group** and the Contract Manager;
 - 2.15.3 be responsible for the day-to-day management of the Project;
 - 2.15.4 be responsible for the financial administration of the Project;
 - 2.15.5 be responsible for implementing decisions taken by the **DfT - ALB Metrics Group**;
 - 2.15.6 prepare progress reports; and
 - 2.15.7 to ensure effective communication of the Project Plan, deliverables and any subsequent amendments to all stakeholders and consult on proposed changes to the Project Plan
- 2.16 The **DfT - ALB Metrics Group** has the right to replace the Programme Manager
- 2.17 New parties may join the Project with the unanimous agreement of all Parties, subject to Clause 2.18
- 2.18 New Parties shall be bound by the terms of this Agreement and such other conditions as the **DfT - ALB Metrics Group** may specify under a written agreement between all the Parties and each new party. New business parties may be required to pay a sum towards the cost of the Project, the level of which will be determined by the **DfT - ALB Metrics Group**.

3. FUNDING AND PAYMENT PLAN

- 3.1 Each Party will keep complete and accurate accounts of its expenditure on the Project. Each invoice must be accompanied by a statement certified by an authorised officer of that Party. Payments from the Funding Body will comply with the terms and conditions of the Funding Body. The Lead Party will make payment to the other Parties within 30 days of receipt of a valid invoice.
- 3.2 Unless any VAT exemption applies, all amounts are exclusive of VAT which the Parties will pay at the rate from time to time prescribed by law.
- 3.3 The financial arrangements for the Project will be overseen by the **DfT - ALB Metrics Group**
- 3.4 Each Party will refund to the Lead Party: any overpayment of any Funding received by that Party; and any monies received by that Party which the Funding Body requires to be repaid in accordance with the Funding Conditions

- 3.5 The Lead Party will ensure that the Programme Manager prepares and submits an account of all income and expenditure in connection with the Project in accordance with the Funding Conditions and quarterly to the **DfT - ALB Metrics Group**
- 3.6 The Lead Party will ensure that the Programme Manager allows an independent chartered accountant appointed by any Party, at that Party's expense, to examine the accounts and records of the Project Manager relating to the Project provided:
 - 3.6.1 reasonable written notice is given in advance to the Programme Manager;
 - 3.6.2 the inspection or examination takes place during normal working hours; and
 - 3.6.3 the Party appointing the accountant and the accountant will keep confidential any information which it may acquire in the exercise of its rights under this Clause 3.6

4. **USE AND EXPLOITATION OF INTELLECTUAL PROPERTY RIGHTS**

- 4.1 This Agreement does not affect the ownership of any Intellectual Property Rights in any Background. The Intellectual Property Rights in them will remain the property of the Party which that contributes them to the Project (or its licensors). No licence to use any Background is granted or implied by this Agreement except the rights expressly set out in this Agreement.
- 4.2 Each Party grants to the other Parties a royalty free, non-exclusive licence during the Project to use its Background IPR for their own internal research and development purposes but not for the purposes of commercial exploitation; and subject to any existing third-party obligations, use its Background IPR to the extent that this is necessary for the purpose of undertaking the Project and except as permitted by any licence granted pursuant to clause 4.9
- 4.3 **DfT - ALB Metrics Group Members** shall own the Results generated under the Project. Each Party shall be responsible for **ensuring and securing the DfT - ALB Metrics Group Members** ownership of such Results from its employees, students and other agents.
- 4.4 Should any of the Parties wish to exploit its own IPR within the Results with a third party during the term of this Agreement, that Party must give 30 days written notice to the other Parties before approaching said third party, always provided that the disclosure of information required for such exploitation is subject to the obligations of confidentiality set out in this Agreement.
- 4.5 Should a Party need a licence to Background belonging to another Party to exploit its Results outside of the Project, then the Party owning such Background shall provide a non-exclusive licence to such Background to a requesting Party on fair and reasonable terms to be agreed in writing by the relevant Parties where free to do so.
- 4.6 Any joint owner of any of the Intellectual Property Rights in any Results may deal with and exploit those Intellectual Property Rights in such Results as though it were the sole owner, subject to agreement with other joint owner(s) on appropriate licence terms in accordance with the process detailed in 4.9.
- 4.7 Each of the Parties will ensure that its employees and students (if any) involved in the creation of the Results gives each of the other Parties such assistance (except financial assistance) as that other Party may reasonably request in connection with the registration and protection of the Intellectual Property Rights in its Results, including filing and prosecuting patent applications for any of its Results, and taking any action in respect of any alleged or actual infringement of those Intellectual Property Rights at the requesting Party's expense.
- 4.8 Where any third party (such as a student or Subcontractor) is involved in the Project, the Party engaging that third party will ensure that that third party has assigned to that Party (including

making a prospective assignment where appropriate) all rights which that third party has in the Results in order to be able to give effect to the provisions of this clause 4.

- 4.9 Each Party grants each of the other Parties a royalty free, non-exclusive licence to use the Results for the purpose of carrying out the Project. Any Business Party may allow its Group Companies, and any person working for or on behalf of it or any of its Group Companies to use any of the Results for the purpose of carrying out the Project.
- 4.9.1 Each Party (the **Potential Grantor**) will, at its discretion, if another Party (the **Party Wishing to Exploit**) gives it written notice (an **Option Notice**) at any time during the Project Period plus a further [3] months (together called the **Option Period**), negotiate the terms on which the Potential Grantor will grant the Party wishing to Exploit a non-exclusive licence (with the right to sub-license) to use the Intellectual Property Rights in certain of the Potential Grantor's Results and its Background.
- 4.9.2 Following the Potential Grantor's receipt of an Option Notice, the Potential Grantor and the Party Wishing to Exploit will negotiate in good faith, for a period of up to [90 days] after the date of receipt of the Option Notice (**the Negotiation Period**) the terms of an assignment or licence. If the Potential Grantor and the Party Wishing to Exploit are unable to agree the terms of an assignment or licence within the Negotiation Period, the rights of the Party Wishing to Exploit under clauses 4.9.1, and 4.9.4 (but not the licence in clause 4.7) will lapse. For the avoidance of doubt, no Party shall be under obligation to grant any licence of its Background or Results to any other Party or to continue with negotiations if in the reasonable opinion of the owner of the Background or Resulting IPR, such licence or sub licence grant under the clause would conflict with that Party's reasonable interests.
- 4.9.3 The Potential Grantor will not, during the Option Period or the Negotiation Period, negotiate with any other person with a view to granting a licence to use its Results or Background or assigning the Intellectual Property Rights in its Results or Background. nor grant a licence to use the Potential Grantor's Results or assign the Intellectual Property Rights in the Potential Grantor's Results to any other person. During the 3 months following the end of the Negotiation Period, the Potential Grantor will not grant a licence of any of its Results or assign any of the Intellectual Property Rights in its Results or its Background to any person on any terms more favourable than those offered to the Party Wishing to Exploit pursuant to this clause 4.9.
- 4.9.4 Until the end of the Option Period and, if the Party Wishing to Exploit gives the Option Notice, until the earlier of the end of the Negotiation Period and the date of the assignment or grant of a licence pursuant to this clause 4.9, the Potential Grantor will consult with the Party Wishing to Exploit about making patent or other applications in respect of the Potential Grantor's Results. If, during the Negotiation Period, the Party Wishing to Exploit wishes the Potential Grantor to apply for any patent or any other protection in relation to any of those Results, the Party Wishing to Exploit will reimburse to the Potential Grantor the reasonable costs and expenses incurred by the Potential Grantor since the date of this Agreement in relation to the filing and prosecution of that patent or other application, including patent agents' fees, as a result of the Party Wishing to Exploit's request to apply for, or to maintain, any patent or other protection. If the Potential Grantor later licenses or assigns to another person any of the Results or the Background for which the Party Wishing to Exploit has paid any such costs and expenses, the Potential Grantor will reimburse those costs and expenses to the Party Wishing to Exploit.
- 4.10 Each Academic Party and each of its employees and students will have the irrevocable, royalty-free licence to use any of the Results for Academic Purposes and Research Purposes, subject to permission being granted by the **DfT - ALB Metrics Group**.
- 4.11 Each of the Business Parties will have a royalty-free, non-exclusive, worldwide, indefinite licence to use any of the Results for Research Purposes only (with the right, subject to

appropriate confidentiality undertakings being entered into no less onerous than those under the Agreement, to sub-license to any Group Company and to any person working for, or on behalf of, the Business Party or any of its Group Companies, but only for the purpose of carrying out that work for Research Purposes, and otherwise without the right to sub-license).

5. **ACADEMIC PUBLICATION AND IMPACT**

5.1 The Project is undertaken by the Academic Parties in pursuance of a primary charitable purpose; that is the advancement of education through teaching and research. Therefore, notwithstanding any other provision of this Agreement, any employee or student of an Academic Party (whether or not involved in the Project) may, provided that Academic Party has not received a Confidentiality Notice under clause 5.2:

5.1.1 discuss work undertaken as part of the Project in the Academic Party's seminars, tutorials and lectures; and

5.1.2 publish any Background of any of the Parties or any of the Results so long as it complies with 5.2 below

5.2 In the event that an Academic Party wishes to publish Results and/or Background belonging to another Party or Parties, the Academic Party will submit in writing, details of those Results and/or Background to the owning Party or Parties, at least 30 days before the date of the proposed submission for publication. Any other Party may, by giving written notice to the Party which has submitted those details (**a Confidentiality Notice**):

5.2.1 require that Party to delay the proposed Publication for a maximum of [3] month[s] after receipt of the Confidentiality Notice if, in its reasonable opinion, that delay is necessary in order to seek patent or other protection for any of the Intellectual Property Rights in any of the Results or Background which are proposed to be Published; or

5.2.2 remove from the Publication or any of its Background and/or other Confidential Information and which, in each case, cannot be protected by patent or other Intellectual Property Right registration or which can be protected in that way but which the owner of the Result or the contributor of that Background has chosen not to protect in that way.

The Confidentiality Notice must be given within [15] days after receipt of details of the proposed Publication. If a Confidentiality Notice is not received within that period, the proposed Publication may proceed, except in relation to any other Party's Background which is that Party's Confidential Information and which may not be Published unless that Party has given its written consent to that Publication.

5.3 Each of the Parties acknowledge that the Academic Parties are required to demonstrate their impact on society and agrees to provide to each Academic Party any information which that Academic Party reasonably requests in order to allow it to demonstrate that impact provided that, under or pursuant to this clause: the Academic Parties will not be entitled to receive or disclose any other Party's Confidential Information or any information which identifies or allows any living individual to be identified and the information requested and disclosed under or pursuant to this clause will be general in nature.

6. **CONFIDENTIALITY**

6.1 Each Disclosing Party (as defined in Clause 6.2) reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than

those expressly stated in this clause are granted to the Recipient Party (as defined in Clause 6.2) or to be implied from this Agreement.

- 6.2 The Parties hereto agree to use all reasonable endeavours to ensure that any Confidential Information disclosed or submitted in writing or any other tangible form to one Party ("Receiving Party") by another ("Disclosing Party") shall be treated in accordance with the Standards of Care.
- 6.3 The Parties shall ensure that staff, students, agents, consultants or Sub-contractors engaged to work on the Project shall be subject to and bound by the principles of confidentiality outlined in this Clause.
- 6.4 The Parties agree that Secretary of State for Transport may disclose Confidential Information to other government departments provided he/she informs the relevant government department of the confidential nature of the Confidential Information and also informs the relevant Party or Parties of such anticipated disclosure. The **DfT - ALB Metrics Group** may disclose Confidential Information to the Secretary of State for Transport provide it informs him/her of the confidential nature of the Confidential Information and also informs the relevant Party or Parties of such anticipated disclosure.
- 6.5 The Receiving Party shall not, during a period of five (5) years after the provision of Confidential Information by the Disclosing Party, use any such Confidential Information for any purpose other than the carrying out of its obligations under this Agreement or other than in accordance with the terms of this Agreement.
- 6.6 The Parties acknowledge that they are subject to the requirements of the Freedom of Information Act 2000 (including Freedom of Information (Scotland) Act 2002) (including Freedom of Information (Scotland) Act 2002) ("FOIA") and the Secretary of State for Justice's Code of Practice on the discharge of public authorities' functions under Part 1 of the FOIA and the Environmental Information Regulations 2004 (including Environmental Information (Scotland) Regulations 2004) ("EIR") and have obligations to comply with these information disclosure requirements.

7. **LIMITATION OF LIABILITY**

- 7.1 Each of the Parties warrants to each of the other Parties that, to the best of its knowledge and belief (having made reasonable enquiry of those of its employees involved in the Project or likely to have relevant knowledge, and in the case of each Academic Party any student involved in the Project, but not having made any search of any public register) any advice or information given by it or any of its employees or students who work on the Project, and the content or use of any Results, Background or materials, works or information provided in connection with the Project, will not constitute or result in any infringement of third party rights.
- 7.2 Except under the warranty in clause 7.1 and clause 7.9 and the indemnities in clauses 7.3 and 7.4, and subject to clause 7.8, none of the Parties accepts any liability or responsibility for any use which may be made by any other Party of any of the Results, nor for any reliance which may be placed by any other party on any of the Results, nor for advice or information given in connection with any of the Results
- 7.3 Subject to Clause 7.6 each Party (**the Indemnifying Party**) will indemnify each of the other Parties and their employees and students (together **the Indemnified Parties**), and keep them fully and effectively indemnified, against each and every claim made against any of the Indemnified Parties as a result of that Indemnifying Party's use of any of the following: the Results and any materials, works or information received from an Indemnified Party pursuant to this Agreement, provided that the Indemnified Party must:
 - 7.3.1 promptly notify the Indemnifying Party of details of the claim;
 - 7.3.2 not make any admission in relation to the claim;
 - 7.3.3 take reasonable steps to mitigate its losses and expenses arising from the claim;

7.3.4 allow the Indemnifying Party to have the conduct of the defence and settlement of the claim; and

7.3.5 give the Indemnifying Party all reasonable assistance (at the Indemnifying Party's expense) in dealing with the claim

The indemnity in this clause 7.3 will not apply to the extent that the claim arises as a result of the Indemnified Party's negligence, its deliberate breach of this Agreement, its breach of clause 6 or its knowing infringement any third party's Intellectual Property Rights or its knowing breach of any third party's rights of confidence.

7.4 Subject to clause 7.3.3, each Party will indemnify the other Parties keep them fully and effectively indemnified on demand against all costs, claims, demands, reasonable expenses and liabilities of any nature arising out of or in connection with any breach by it of Data Protection Legislation.

7.5 Subject to clause 7.7 and except under the indemnities in clauses, 7.3 and 7.4, the liability of each Party to all of the other Parties for any breach of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, will not extend to:

7.5.1 any indirect damages or losses; or

7.5.2 any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect,

Even, in each case, if the Party bringing the claim has advised the other of the possibility of those losses, or even if they were within the other Party's contemplation.

7.6 Subject to clause 7.7 the aggregate liability of each Party to all of the other Parties for any or all breaches of this Agreement, any negligence, or arising in any other way out of the subject matter of this Agreement, the Project and the Results, will not exceed the sums to be paid to it pursuant to this Agreement, save for the Lead Party whose liability shall not exceed its portion of funding received from the Funding Body.

7.7 Nothing in this Agreement limits or excludes any Party's liability for:

7.7.1 death or personal injury caused by negligence;

7.7.2 any fraud or for any sort of liability which, by law, cannot be limited or excluded; or

7.7.3 any loss or damage caused by a deliberate breach of this Agreement.

7.8 The express undertakings and warranties given by the Parties in this Agreement are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.

7.9 Each of the Parties warrants to each the other Parties that, in relation to any assignment of Intellectual Property Rights made by it under or pursuant to this Agreement:

7.9.1 the Party making that assignment has the right to dispose of those Intellectual Property Rights and that it will, at its own cost, do all that it reasonably can to give the title which it purports to give; and

7.9.2 that the Intellectual Property Rights assigned are free from all charges and encumbrances and rights of any third party (except those of which the Party making that assignment is unaware or of which could not reasonably be aware).

8. **FORCE MAJEURE**

If the performance by any Party of any of its obligations under this Agreement (except a payment obligation) is delayed or prevented by circumstances beyond its reasonable control, that Party will not be in breach of this Agreement because of that delay in performance.

However, if the delay in performance lasts for more than 3 months, the other Parties may, if they unanimously agree to do so, give that Party notice treating it as having withdrawn from the Project and the provisions of clauses 9.4 - 9.12 (inclusive) will apply.

8A **COVID RELIEF**

Due to the unprecedented events arising as a result of COVID-19 and for as long as COVID-19 measures remain in place by the UK Government, the time period to enact for the Parties to fulfil their obligations under this Agreement may be revised with the unanimous agreement of all Parties to the extent that any failure or delay is due to COVID-19 subject to the applicable Parties using reasonable endeavours to mitigate such impact.

9. **TERMINATION AND WITHDRAWAL**

9.1 Other Parties may treat any Party as having withdrawn from the Project with immediate effect by giving notice to that Party if that Party:

9.1.1 is in breach of any provision of this Agreement (including an obligation to make payment and (if it is capable of remedy) the breach has not been remedied within [30] days after receipt of written notice specifying the breach and requiring its remedy;

9.1.2 becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of its assets, or if it makes any arrangement with its creditors; or

9.2 Each of the Parties will notify the Programme Manager promptly if at any time any changes of its Key Personnel involved in the Project and within 3 months nominate a successor. The other Parties will not unreasonably refuse to accept the nominated successor, but if the successor is not acceptable to the other Parties on reasonable grounds, the other parties may treat that Party as having withdrawn from the Project by giving not less than [3] months' written notice.

9.3 Any Party may withdraw from the Project at any time, provided it complies with clauses 9.10 and 9.11, by giving not less than 3 months' written notice to all of the other Parties.

9.4 If a Party withdraws or is treated as having withdrawn from the Project, the other Parties will use reasonable endeavours to reallocate the obligations of that Party under this Agreement amongst themselves or to a third party acceptable to all the remaining Parties, in accordance with Clause 2.17 and the Funding Body, provided that that third party agrees to be bound by the terms of this Agreement

9.5 Clauses 1, 3, 4 (subject to the provisions of this clause 9), 5, 6, 7, 8, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 9.11, 9.12 and 10 will survive the completion or termination of the Project, the expiry of this Agreement, or the withdrawal or deemed withdrawal of any Party for any reason and will continue in force for 7 years or, in the case of clause 6, in accordance with clause 6.1.

9.6 Rights in respect of its Background granted under this Agreement by a Party which withdraws or is treated as having withdrawn will continue for 7 years and will be extended to any new party to this Agreement.

9.7 Rights in respect of its Results granted under this Agreement by a Party which withdraws or is treated as having withdrawn will continue for 7 years in respect of its use in relation to the Project and will be extended to any new party to this Agreement, and provided that such party complies with all the obligations set forth in this Agreement.

9.8 Subject to clause 9.9, all rights to use any other Party's Intellectual Property Rights granted under this Agreement to a Party which withdraws or is treated as having withdrawn will cease immediately on the expiry of the withdrawal notice given by or to that Party.

- 9.9 Any rights to use any Results or Background for Academic Purposes and Research Purposes and any right to Publish in accordance with clause 5 with survive the withdrawal or deemed withdrawal of any Party and continue for 7 years subject to the Academic Parties complying with Clause 5.
- 9.10 Subject to clause 9.12, on the termination of this Agreement, the Business Parties will pay the Academic Parties for all work done before termination. If a Business Party withdraws or is treated as having withdrawn from the Project, it will pay the other Parties for all instructed work done before termination and not covered by the External Funding and it will re-imburse the other Parties for all costs and expenses which they have incurred or agreed to incur on instructed works and which they are unable to cancel.
- 9.11 Subject to clause 9.12, following the withdrawal or deemed withdrawal of a Business Party, if its Financial Contribution was intended to cover the costs of employing any Academic Party's staff involved in the Project, that Business Party will continue to reimburse, in accordance with clause 3, the actual direct employment costs of staff who were appointed by that Academic Party to work on the Project before the service of the withdrawal notice, provided that that Academic Party takes all reasonable steps to minimise those costs. Reimbursement will continue until the effective date of termination of each staff contract or the date on which the Project was to have ended (whichever is the earlier). Those direct employment costs will include a proportion of any redundancy costs which have been incurred by that Academic Party as a direct result of the withdrawal or deemed withdrawal of that Business Party, that proportion to be calculated by dividing the individual's involvement in the Project by the duration of his period of employment by that Academic Party.
- 9.12 A Party which withdraws or which is treated as having withdrawn from the Project may not recover from any of the other Parties any of its costs incurred in connection with the Project to the extent that those costs were incurred after the date of its withdrawal.

10. GENERAL

- 10.1 **Notices:** Any notice to be given under this Agreement must be in writing, must be delivered to the other Party or Parties by any of the methods set out in the left hand column below and will be deemed to be received on the corresponding day set out in the right hand column.

Method of service

By hand or courier

By pre-paid first class post

By recorded delivery post

By e-mail

Deemed day of receipt

the day of delivery

the second Business Day after posting

the next Business Day after posting

the next Business Day after the Recipient acknowledges receipt

The Parties' respective representatives for the receipt of notices are, until changed by notice given in accordance with this clause, as follows:

For SOCIAL PROFIT CALCULATOR LTD, trading as LOOP:

Name: Dr Stuart Kings
Group Board Director
Address: 55 Whitefriargate, Hull, HU1 2HU

For THE UNIVERSITY OF LEEDS:

Name: Andy Duley
Director of Commercialisation
Address: NEXUS, Discovery Way, University of Leeds, Leeds LS2 3AA

For WHOLE LIFE CONSULTANTS LIMITED:

Name: Dr Mohamed El-Haram
Managing Director
Address: 14 City Quay, Camperdown Street, Dundee, DD1 3JA

For ACCELAR LIMITED:


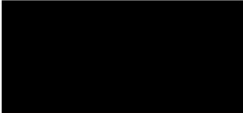

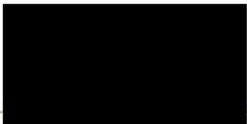

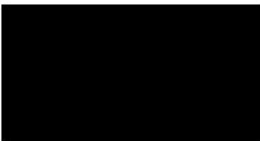

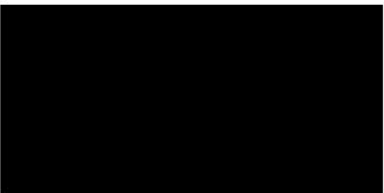



Name: Chris Fry
Managing Director
Address: Acorns, 40 Victoria Road Fleet, Hampshire, GU51 4DW

For DEPARTMENT FOR TRANSPORT:

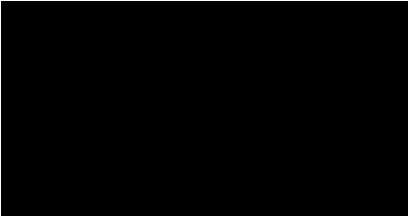
Name: Rosemary Hopkins
Director of Portfolio and Project Delivery Directorate
Address: Great Minster House, 33 Horseferry Road, London SW1P 4DR

- 10.2 **Assignment etc:** None of the Parties may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of all of the other Parties. No Party will unreasonably withhold or delay its consent.
- 10.3 **Illegal/unenforceable provisions:** If the whole or any part of any provision of this Agreement is void or unenforceable, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force, and the validity and enforceability of that provision will not be affected.
- 10.4 **Waiver of rights:** If a Party fails to enforce or delays in enforcing an obligation of any other Party, or fails to exercise or delays in exercising a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver by a Party of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

- 10.5 **No agency etc:** Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. None of the Parties has any authority to make any representation or commitment, or incur any liability, on behalf of any other.
- 10.6 **Entire agreement:** This Agreement constitutes the entire agreement between the Parties relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this clause 10.6 does not exclude any liability which any Party may have to any other (or any right which any Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.
- 10.7 **Formalities:** Each Party will take any action and execute any document reasonably requested by any other Party to give effect to any of its rights under this Agreement, or to enable their registration in any relevant territory provided the requesting Party pays the other Party's reasonable expenses of doing so.
- 10.8 **Amendments:** No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each Party's representative.
- 10.9 **Third parties:** No one except a Party has any right to prevent the amendment of this Agreement or its termination, and no one except a Party may enforce any benefit conferred by this Agreement.
- 10.10 **Governing law:** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation are governed by, and this Agreement is to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute (including any non- contractual claim or dispute) which has arisen or may arise out of or in connection with this Agreement, except that a Party may bring proceedings to protect its Intellectual Property Rights or Confidential Information in any jurisdiction.
- 10.11 **Escalation:** If the Parties are unable to reach agreement on any issue concerning this Agreement or the Project within [14] days after one Party has notified the Programme Manager of that issue, they will refer the matter to **DfT - ALB Metrics Group** in an attempt to resolve the issue within [14] days after the referral. Any Party may bring proceedings in accordance with clause 10.10 if the matter has not been resolved within that [14] day period, and any Party may apply to the court for an injunction, whether or not any issue has been escalated under this clause 10.11.
- 10.12 **Counterparts:** This Agreement may be executed in any number of counterparts. Once it has been executed and each Party has executed at least one counterpart, each counterpart will constitute a duplicate original copy of this Agreement. All the counterparts together will constitute a single agreement. The transmission of an executed counterpart of this Agreement (but not just a signature page) by e-mail (such as in PDF or JPEG) will take effect as the delivery of an executed original counterpart of this Agreement. If that method of delivery is used, each Party will provide the other Party with the original of the executed counterpart as soon as possible.

<p>SIGNED for and on behalf of LOOP:</p> <p>Name </p> <p>Position Group Technical Director</p> <p>Signature </p>	<p>SIGNED for and on behalf of ACCELAR LIMITED</p> <p>Name </p> <p>Position Managing Director</p> <p>Signature </p>
<p>SIGNED for and on behalf of UNIVERSITY OF LEEDS:</p> <p>Name </p> <p>Position Director of Commercialisation</p> <p>Signature </p>	<p>SIGNED for and on behalf of DEPARTMENT FOR TRANSPORT</p> <p>Name: </p> <p>Position: DfT Commercial Manager</p> <p>Signature </p>
<p>SIGNED for and on behalf of WHOLE LIFE CONSULTANTS LIMITED:</p> <p>Name </p> <p>Position </p> <p>Signature </p>	

Read and understood by the Chair of the **DfT - ALB Metrics Group** .:

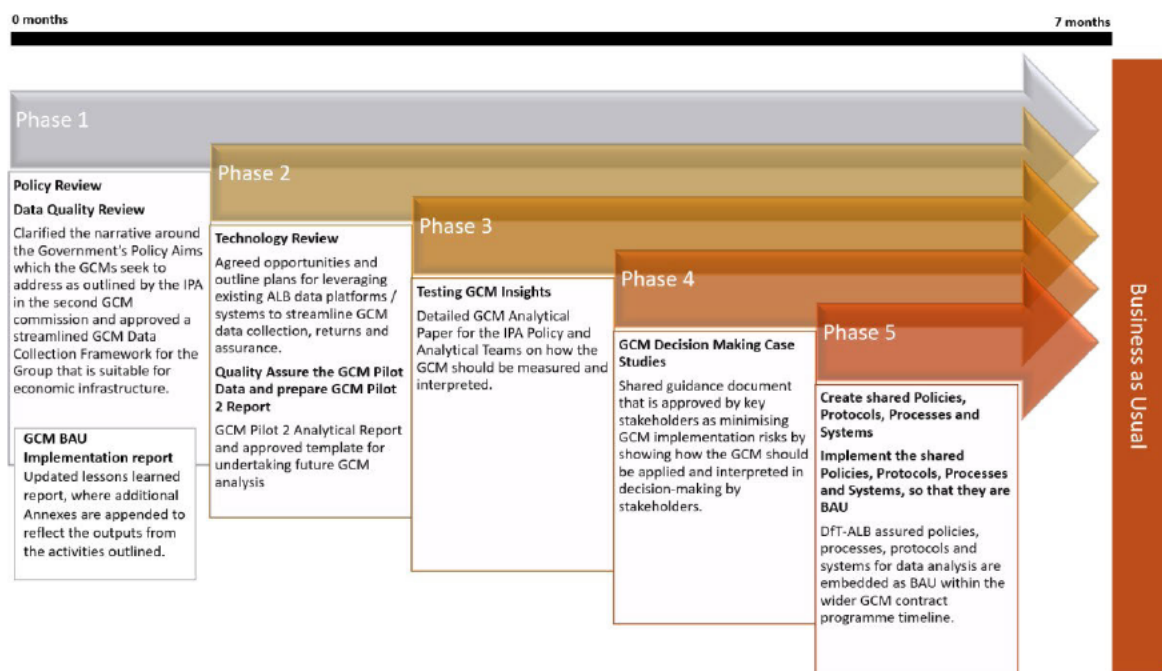
Signature: 

Date:15 December 2023.....

Schedule 1

Project Costs

The table below shows the % Project costs split by Milestone



GCM Work Programme and Milestones [MS]	Dec 2023 [Cum: 3%]	Jan 2024 [Cum: 11%]	Feb 2024 [Cum: 33%]	Mar 2024 [Cum: 34%]	Apr 2024 [Cum: 64%]	May 2024	June 2024 [Cum: 100%]	% Payment Schedule Subtotals
PHASE 1 <ul style="list-style-type: none"> Policy Review Data Quality Review GCM BAU Implementation report 	[MS1a.1] [2%] GCM BAU Imp. report	[MS1b] [8%] Policy Review and Data Quality Review		[MS1a.2] [1%] GCM BAU Imp. Report Annex Update			[MS1a.3] [1%] GCM BAU Imp. Report Annex Update	
PHASE 2 <ul style="list-style-type: none"> Technology Review Quality Assure the GCM Pilot Data Prepare GCM Pilot 2 Report 	[MS2b.1][1%] Quality Assure the GCM Pilot Data		[MS2a.1][7%] Technology Review		[MS2b.2][5%] Prepare GCM Pilot 2 Report			
PHASE 3 <ul style="list-style-type: none"> Testing GCM Insights 			[MS3a][15%] Testing GCM Insights				[MS3b][2%] Testing GCM Insight update	
PHASE 4 <ul style="list-style-type: none"> GCM Decision Making Case Studies 					[MS4.1] [15%] GCM Decision Making Case Studies	Option to bring deliverables forward by 2 months based on resource allocation	[MS4.2] [8%] GCM Decision Making Case Studies	
PHASE 5 <ul style="list-style-type: none"> Create shared Policies, Protocols, Processes and Systems Implement the shared Policies, Protocols, Processes and Systems. 				Option to bring deliverables forward by 1 month based on resource allocation	[MS5.1] [10%] Create shared systems		[MS5.2][25%] Implement shared systems	

Schedule 2

DfT Funding Terms and Conditions

[To be attached as a separate document to this Collaboration Agreement]

Schedule 3

Project Plan and Statement of Requirements

PROJECT PLAN [Showing the list of Project Activities]

GCM Work Programme and Milestones [MS]	Dec 2023	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	June 2024
PHASE 1 [Rec 3; 2, 5, 6, 7] • Policy Review • Data Quality Review • GCM BAU Implementation report		[MS1b] ●					
		[MS1b] ●					
	[MS1a.1] ●			[MS1a.2] ●			[MS1a.3] ●
PHASE 2 [Rec 11; 13] • Technology Review • Quality Assure the GCM Pilot Data • Prepare GCM Pilot 2 Report			[MS2a.1] ●				
	[MS2b.1] ●				[MS2b.2] ●		
PHASE 3 [Rec 1] • Testing GCM Insights							
			[MS3a] ●				[MS3b] ●
PHASE 4 [Rec 15, 8] • GCM Decision Making Case Studies							
					[MS4.1] ●		[MS4.2] ●
PHASE 5 [Rec 14] • Create shared Policies, Protocols, Processes and Systems • Implement the shared Policies, Protocols, Processes and Systems.					[MS5.1] ●		
							[MS4.2] ●

SUMMARY STATEMENT OF REQUIREMENTS

- **The Government Construction Metrics align closely with the Construction Playbook outcomes and the metrics will be used as proxies for the impact of the Playbook, such as the greater use of Modern Methods of Construction. They will help to improve visibility of performance across the government’s public works portfolio and its impact on the government’s strategic objectives. By embedding effective GCM Business as Usual shared policies and processes, DfT and its ALBs will be better placed to:**
 - **demonstrate to the Treasury that money is being spent well and that projects support policy priorities;**
 - **provide a consistent and trusted evidence base, with clear line of sight to desired outcomes, to inform future policy interventions and investment decisions; and**
 - **place value on the themes that matter, such as driving Modern Methods of Construction.**

A BROADER DESCRIPTION OF THE KEY GCM POLICY AIMS IS GIVEN IN THE TABLE BELOW:

GCM Themes	Construction Playbook	National Infrastructure strategy	TIP Roadmap 2030	Key HMT Outcomes
Productivity	<ul style="list-style-type: none"> Used as proxies for the impact of the Playbook's intended outcomes. Inform the development of KPIs by contracting authorities. Improving the visibility of performance of the government's public works portfolio and its strategic objectives. 	<ul style="list-style-type: none"> Improve visibility of UK's infrastructure role in helping to level up the country and of the path to net zero emissions by 2050. 	<ul style="list-style-type: none"> Transform how the government and industry decide to intervene in the built environment, to drive a step change in infrastructure performance. Start by embedding an agreed set of Construction Metrics and a Project Outcome Profile for all public projects. 	<ul style="list-style-type: none"> Demonstrate that money is being spent well and that projects support policy priorities. Provide a consistent and trusted evidence base, with clear line of sight to desired outcomes, to inform future policy interventions and investment decisions. Place value on the themes that matter.
Levelling Up				
Innovation				
Net Zero				

Subject to any refinements in the DfT-ALB Government Construction Metrics Workshops with the Supplier the outputs, comprising GCM Business as Usual shared policies, protocols and processes, must take full account of Lessons Learned and implement their corresponding DfT-ALB Recommendations.

15 key lessons were learned from setting up and delivering a pilot Government Construction Metrics programme with the Arm's Length Bodies and from bringing together the different organisational cultures, behaviours, and approaches to delivery. These are considered for each of the 5 STAGES of the GCM Data Collection Process:

1. Data Framework
2. Data Collection
3. Data Inspection
4. Benchmarking
5. Findings

The Supplier must lead 11 out of the 15 Key Lessons and Recommendations. Details of these Key Lessons and Recommendations to take forward for this Workstream are given in the 'Schedule 2 Requirements Specification for Unlocking MMC Policy'. The Key Recommendations are also summarised below:

1. Using the GCM Policy Aims, test and confirm the strategic purpose of the GCM, and the sorts of insights they should and could provide, with the Government

Construction Board and Supply Chains to ensure there is consensus, e.g. on measuring the impacts of MMC within Construction Reform and the Construction Playbook **[Rec 1]**.

2. Update the draft GCM Lessons Learned Review Report using the outputs and outcomes from the Department / ALB lessons Learned Workshop so that this Report helps to steer and streamline GCM adoption **[Rec 3]**.
3. Through the DfT-ALB led industry GCM workshops, clarify the narrative around the Government's Policy Aims, the corresponding data needs, the construction reform impacts that could be inferred (e.g. MMC), the perceived challenges, the forms of industry data available, and agree the solutions to take forward. Use this intelligence and the solutions taken forward to improve the GCM Data Collection Framework **[Rec 2, 5, 6, 7]**.
4. Identify opportunities to leverage existing ALB data platforms / systems to streamline GCM data collection, returns and assurance, as this programme moves towards business as usual **[Rec 11]**.
5. Complete the analysis of the Second Government Construction Metrics Pilot Data to determine precisely what they can confidently measure and how well this aligns with the GCM's Policy Aims **[Rec 13]**.
6. Strengthen the capability of the Department and Arm's Length Bodies to undertake a shared meaningful analysis of their Government Construction Metrics by agreeing and embedding effective GCM Business as Usual shared policies, protocols and processes **[Rec 14]**.
7. Demonstrate how the existing Government Construction Metrics should best inform decision-making, where data is collected annually, for infrastructure project costs exceeding £25m and £5m for their investment and procurement thresholds respectively, and how each Metric should be interpreted based on their proposed measures **[Rec 8, 15]**.

All workstream outputs and delivery performance should be evaluated against the following criteria:

Quality	<p>Business as Usual and shared ALB GCM policies, protocols and processes are collectively endorsed by the DfT, National Highways, Network Rail, HS2 Ltd and East West Rail as providing effective measures for improving construction practice by indicating the policy impacts of construction reforms. This endorsement cannot be unreasonably withheld and, in such instances, must be evidenced by the Partners.</p> <p><i>[KPI: Number of GCM Lessons Learned Report Lessons and Recommendations that are addressed to the satisfaction of the Partners]</i></p>
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Timeliness	<p>Requirements must be met within a 7-month period, commencing on the 18th December 2023 and completing by the 28th June 2024 and against the list of agreed milestone dates.</p> <p><i>[KPI: No. of Milestone Dates achieved to the required deliverable quality]</i></p>
Satisfaction	<p>Applying the Business as Usual and shared ALB GCM policies and processes can be shown to provide the Department and its ALBs with the improved understanding set out in the bulleted outcomes above.</p> <p><i>[KPI: Number of the relevant Case Studies developed through the course of this programme's GCM analysis that show the depth of shared understanding that can be achieved by the partners using these metrics.]</i></p>
Improvement	<p>The milestone deliverables and their enabling activities are elevated to such a quality level that meaningful policy impacts are visible at a <u>much earlier stage</u> than would otherwise be expected.</p> <p><i>[KPI: Number of milestones / deliverables met through the course of this programme where the balance of results / intelligence received from interim DfT consultations and Survey Feedback with the Partners suggest the quality received is much greater than might otherwise have been anticipated]</i></p>

Schedule 4

Standards of Care

Parties undertake that, from the date of receipt of any Confidential Information, for as long as it remains confidential information, they will:

- 1.1 keep the Confidential Information confidential;
- 1.2 not use the Confidential Information otherwise than for the purposes for which it was disclosed;
- 1.3 not disclose the Confidential Information to any third party, except with prior written consent and then only on the understanding that such third party is made aware of and undertakes to observe the conditions set out in this letter;
- 1.4 not copy any Confidential Information or reduce any Confidential Information to writing or other permanent form, except as may be strictly necessary for the purposes for which it was disclosed;
- 1.5 keep safe any Confidential Information and in particular, not part with possession of, modify or otherwise interfere with it, except as may be strictly necessary for the purposes for which it was disclosed;
- 1.6 notify the other party immediately if you become aware of any breach of confidence and/or intellectual property rights by any person and give all necessary assistance in connection with any steps which may be necessary to prevent or obtain compensation for such breach or threatened breach;

Comply with any reasonable directions given by the other party for protecting the security of any Confidential Information and/or Intellectual Property Rights.