

SCHEDULE 5

INTELLECTUAL PROPERTY RIGHTS

1 DEFINITIONS

1.1 In this Schedule, the following capitalised words and phrases shall have the following meanings:

Term	Definition
“Authority Software”	any software which is owned by or licensed to the Authority (other than under or pursuant to this Agreement) and which is or will be used by the Supplier for the purposes of providing the Supplier Solution, Deliverables and/or Services;
“Background IPRs”	means Authority Background IPRs, Supplier Background IPRs and/or any IPRs subsisting and owned by a third party (such as a vendor of Third Party Software) prior to the date of this Agreement, or created or generated outside the scope of this Agreement by any such third party;
“Backoffice Software”	has the meaning given in paragraph 3.13;
“COTS (commercial off the shelf) Software”	non-customised software (including Open Source Software and SaaS but excluding Backoffice Software) where the IPRs may be owned and licensed either by the Supplier or a third party, depending on the context, and which is commercially available on the open market (whether by way of sale, lease, licence or subscription) on standard licence or other user terms which are not typically negotiated save as to price, and has a Non-trivial Customer Base;
“COTS Background IPRs”	any embodiments of the Supplier’s or third party’s Background IPRs that: (a) have been made generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated save as to price, and (b) has a Non-trivial Customer Base;
“ICT Environment”	the Authority System and the Supplier System;
“Information”	all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);
“Intellectual Property Rights” or “IPRs”	means patents, utility models, rights (registered and unregistered) in any designs, applications for any of the foregoing, topography rights, database rights, copyright, inventions, Know How, Confidential Information and trade secrets, and all rights and forms of protection of a similar nature to these or having equivalent effect anywhere in the world, including applications in any country or jurisdiction for registration (and the right to apply for registration) of any of the these rights, and references to “Intellectual Property Rights in” or “IPRs in” any Deliverables includes rights in information

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	contained or embodied in the same, rights in any copyright work or design forming any part of the same, rights in any invention contained in the same, and any intellectual property rights covering the same, and all other intellectual property rights required for use of the same or for the use of any Information or data contained or embodied in the same, or any part the same (whether alone or in combination with any other Deliverable);
“Interface”	means those tangible or intangible features of any system, equipment, module or application - including those outlined in ISO 7498 (Basic Reference Model for Open Systems Interconnection) - forming part of the Supplier Solution, Deliverables and/or Services, which must be compatible with those tangible or intangible features of one or more other systems, equipment, modules or applications in order to enable their successful integration and interoperation;
“Interface Information”	means the Information which is necessary and sufficient to describe, define and implement an Interface, including its operating and physical features, including the relevant API (application programming interface) object code implementation, in order to assist a third party (receiving Interface Information), in the designing, developing, integration and manufacture of applications and equipment which are intended to make use of the Interface Information, to enable the system, equipment, module or application to interface or cooperate with other equipment, and includes any associated tools for assisting integration and interoperation using any Interface to the systems, equipment, modules or applications the subject of the Interface;
“New IPRs”	<p>means Intellectual Property Rights (excluding Background IPRs and Specially Written Software) funded by the Authority or created or generated by the Supplier or any Sub-Contractor specifically in the course of the performance of this Agreement, and including Intellectual Property Rights arising in:</p> <ul style="list-style-type: none"> • configurations to Non-COTS Software created specifically for the purposes of this Agreement; • marketing and recruitment campaigns (including scripts and images) but excluding licensed content; • reports, records and data relating to AFRS (particularly candidate data), the Authority and Authority-sponsored personnel; • data and other outputs from analytics and data tools (for example population behavioural, attitudinal, and socio-demographic analytics); • processes created for the Authority to improve recruitment; • databases and database schema;

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	<ul style="list-style-type: none"> information relating to the operation, repair and maintenance of GFA; <p>but excluding New Releases to SaaS and other COTS Software (unless the New Releases are expressly agreed to be exclusive to the Authority);</p>
“Non-COTS Background IPRs”	any embodiments of the Supplier’s or third party’s Background IPRs that are not COTS Background IPRs;
“Non-COTS Software”	software owned by the Supplier or a third party but excluding Backoffice Software which is not commercially available on the open market for purchase;
“Open Source Software” or “Open Source”	computer software that has its source code made available on the internet which ordinarily will state that it is released as open source and is subject to an open-source licence under which the owner of the copyright and other IPRs in such software provides the rights to use, study, change and distribute the software to any persons and for any purposes;
“Software”	the applications comprising Specially Written Software, COTS Software and/or Non-COTS Software, all of which underpins the delivery and running of the Supplier Solution, Deliverables and Services to meet the Authority’s Requirements;
“SaaS”	a software delivery model, typically on a subscription basis, under which the user accesses software applications running on cloud infrastructure;
“Software Lists”	has the meaning given to it in Appendix D of this Schedule 5 (<i>Intellectual Property Rights</i>);
“Software Supporting Materials”	has the meaning given to it in Appendix A of this Schedule 5 (<i>Intellectual Property Rights</i>);
“Specially Written Software”	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Agreement, including any customisations, modifications and/or enhancements to COTS Software and Non-COTS Software created specifically for the purposes of this Agreement but excluding New Releases (unless the New Releases are expressly agreed to be exclusive to the Authority) and/or configurations to SaaS and other COTS Software;
“Vendor Independent”	<p>means in relation to any Interface that the Authority (and any reasonably skilled contractor appointed by the Authority) has sufficient Interface Information and tools and the right to use such Interface Information and tools for any purpose in connection with the use of such Interface, including, in respect of their use of such Interface:</p> <ul style="list-style-type: none"> to build, assemble, maintain, repair, operate, modify, develop, implement, interface with, adapt, prove, integrate, update, configure,

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	<p>conform, analyse, instantiate, supplement, enhance, train or evolve any equipment or services, and to become and exercise (by itself or through a third party) the role as a competent and effective design authority (as that term is understood in accordance with Def Stan 05-57 - Configuration Management) in respect of the relevant equipment or services; and</p> <ul style="list-style-type: none"> to run viable competitions in respect of services or equipment which make use of such Interface between reasonably skilled contractors (independent of any single vendor), <p>and in all cases without further recourse to, or dependence on, the Supplier or any single other third party (and “Vendor Independence” shall be construed accordingly).</p>
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- 1.2 Other capitalised words and phrases used in this Schedule shall have the meaning defined in Schedule 1 (*Definitions*) including the following words and phrases (listed here for ease of reference): Authority Data, Authority System, Deliverables, Documentation, Malicious Software, New Release, Non-trivial Customer Base, Object Code, Operating Environment, Source Code, Supplier Equipment, Supplier Solution, Supplier System, Third Party Software, Upgrades.

2 OWNERSHIP

- 2.1 Each Party shall keep ownership of its own Background IPRs.
- 2.2 The Authority shall own all Authority Data. Authority Data shall be categorised as Authority’s Background IPRs.
- 2.3 Specially Written Software and New IPRs shall be owned and licensed in accordance with the provisions set out in Appendix A of this Schedule 5 (*Intellectual Property Rights*).
- 2.4 Where a Party acquires ownership of IPRs incorrectly under this Agreement it must do everything reasonably necessary to complete a transfer assigning such IPRs in writing to the other Party on request and at its own cost.
- 2.5 Neither Party has the right to use the other Party’s IPRs, including any use of the other Party’s names, logos or trademarks, except as provided in this Schedule 5 (*Intellectual Property Rights*) or otherwise agreed in writing.
- 2.6 The placement of any contract task under this Agreement does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPRs involved.
- 2.7 Where an element of the Supplier Solution, Deliverables and/or Services is provided on a SaaS basis, the Parties agree that the term “licence” and “license” in relation to such software in this Schedule 5 (*Intellectual Property Rights*) shall be read and construed to mean the right to access and receive the benefit of such SaaS pursuant to a subscription.

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3 KEY LICENCES TO THE AUTHORITY

Licences for COTS Software and COTS Background IPRs

- 3.1 The Supplier's use or incorporation of COTS Software and COTS Background IPRs into the Supplier Solution, Deliverables and/or Services shall require the Authority's approval, which shall not be unreasonably withheld or delayed. The Authority's approval of the relevant item in the Software Lists (and each iteration of the Software Lists) shall constitute approval for the purposes of this provision. The requirement to obtain such approval and/or the receipt of such approval shall not reduce or waive the Supplier's responsibility and liability for delivery and performance of the Supplier Solution, Deliverables and/or Services.
- 3.2 The Supplier shall either (as confirmed for each item in the Software Lists approved by the Authority) grant, or procure that the owners or the authorised licensors of any COTS Software and COTS Background IPRs grant, a direct licence to the Authority to use the COTS Software and COTS Background IPRs on terms no less favourable than those standard commercial terms on which such software and IPRs is usually made commercially available. The Supplier shall: a) identify the relevant licence terms in the Software Lists and b) ensure that the relevant terms for COTS Software and COTS Background IPRs are available to the Authority to review.
- 3.3 Where the Supplier owns the COTS Software or COTS Background IPRs it shall, subject to Paragraph 14.2, make available the COTS Software and COTS Background IPRs to a Replacement Supplier(s) at a price and on terms no less favourable than those standard commercial terms on which such software and IPRs is usually made commercially available at the prevailing time.
- 3.4 Where a third party is the owner of COTS Software or COTS Background IPRs, the Supplier shall, as part of the Termination Services, support the Replacement Supplier(s) to make arrangements with the owner or authorised licensee to renew the licence at a price and on terms no less favourable than those standard commercial terms on which such software and IPRs is usually made commercially available.
- 3.5 The Supplier shall notify the Authority within 7 days of becoming aware of any COTS Software or COTS Background IPRs which:
 - 3.5.1 will no longer be maintained or supported by the developer; or
 - 3.5.2 will no longer be made commercially available.

Licences for Non-COTS Software and Non-COTS Background IPRs

- 3.6 The Supplier's use or incorporation of Non-COTS Software or Supplier's Non-COTS Background IPRs into the Supplier Solution, Deliverables and/or Services shall require the Authority's approval, which shall not be unreasonably withheld or delayed. The Authority's approval of the relevant item in the Software Lists (and each iteration of the Software Lists) shall constitute approval for the purposes of this provision. The requirement to obtain such approval and/or the receipt of such approval shall not reduce or waive the Supplier's responsibility and liability for delivery and performance of the Supplier Solution, Deliverables and/or Services.
- 3.7 The Supplier shall grant to the Authority a perpetual, royalty-free and non-exclusive licence to use and sub-license the Supplier's Non-COTS Software and the Supplier's Non-COTS Background IPRs for any purpose relating to the use of the Deliverables (or substantially equivalent deliverables) and/or receipt of the Services, and to enjoy the

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benefit of ownership of the Specially Written Software and New IPRs, or for any other purpose relating to the exercise of the Authority's business or function, including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) and where the Supplier's Non-COTS Software or Supplier's Non-COTS Background IPRs are embedded in the Specially Written Software and New IPRs including the right to adapt, including after expiry of this Agreement to the extent necessary to ensure continuity of service and an effective transition of the Services to a Replacement Supplier and to enjoy the benefit of ownership of the Specially Written Software and New IPRs. The rights to sub-license referred to in this Paragraph 3.7 includes rights to sub-license to the Replacement Supplier (including where the Replacement Supplier is a competitor of the Supplier) if the Replacement Supplier:

- (i) enters into a direct arrangement with the Supplier in the form agreed with the Authority, each party acting reasonably; or
- (ii) enters into a confidentiality arrangement with the Authority on terms equivalent to those set out in set out in Clause 17 of this Agreement (*Confidentiality*).

3.8 Where the Authority approves the use of a third party's Non-COTS Software and/or the software elements of a third party's Non-COTS Background IPRs, the Supplier shall use reasonable endeavours to procure that the owners or the authorised licensors of any such Non-COTS Software and Non-COTS Background IPRs shall grant a direct licence to the Authority and shall use reasonable endeavours to procure that it is on terms at least equivalent to those set out in Paragraph 3.7. The Supplier shall identify in the Software Lists if a direct licence to the Authority is available. If the Supplier cannot obtain such a licence for the Authority, it shall:

- 3.8.1 notify the Authority in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
 - 3.8.2 only use such alternative software as referred to in Paragraph 3.8.1 if the Authority approves the terms of the licence from the relevant third party (such approval not to be unreasonably withheld or delayed).
- 3.9 The Supplier may terminate a licence granted under Paragraph 3.7 by giving at least 30 days' notice in writing if the Authority or any of its sub-licensees commit a material breach of such licence which, if capable of remedy, is not remedied within 20 Working Days after the Supplier gives the Authority written notice specifying the breach and requiring its remedy.

Direct licences

- 3.10 To the extent that the Authority is a licensee of Third Party Software or a third party's Background IPRs under direct licences, if the Third Party Software is required for provision of the Services by the Supplier (and its Sub-contractors) then:
 - 3.10.1 such Third Party Software and third party's Background IPRs shall be either sub-licensed by the Authority if permitted by the relevant third party licence terms or the Supplier shall use the Third Party Software and third party's Background IPRs for those limited purposes pursuant to the Supplier's own direct licence with the relevant vendor(s); and
 - 3.10.2 the Third Party Software and third party's Background IPRs shall not be classified or interpreted as Authority Software and the Supplier's responsibility and liability for delivery and performance of the Supplier Solution, Deliverables and/or Services shall not be reduced or waived.

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- 3.11 In accordance with the Authority's preferred software licensing model of "Authority owned, Supplier operated", where the Authority holds direct licences with a third party vendor as referred to in Paragraph 3.10 (each such third party vendor being a "Direct Licensor"), the Authority shall allow, and shall use reasonable endeavours to facilitate, the Supplier to liaise directly with the relevant vendor for the purposes of contract management. Such activities shall include the making and receiving of payments, enforcement of performance and performance levels, and the bringing and administration of any claims under the direct licence and accordingly where there is a Direct Licensor, the Authority grants its authorisation to the Supplier for these purposes.
- 3.12 To the extent that any amounts in respect of Losses are recoverable from a Direct Licensor under the relevant direct licence, then to the extent that the Supplier could be liable in respect of the same Losses under this Agreement, then any amounts recovered from the Direct Licensor in respect of such Losses shall accordingly be net off as a deduction from the liability otherwise owed by the Supplier to the Authority under this Agreement.

Backoffice Software

- 3.13 To the extent that the Supplier or any Sub-contractor is the owner or licensee of any software or online tools which:
- (a) are used for the operation of the Supplier's or the Sub-contractor's business generally and only indirectly used in connection with delivery of the Services (for example internal or backoffice payroll or other HR functions); and
 - (b) are not listed as an item of software licensed to the Authority in the Software Lists,
- then the Supplier or any Sub-contractor shall not be required pursuant to this Agreement to grant, or procure the grant of, any licence(s) to the Authority for such software or online tools ("Backoffice Software").

4 AUTHORITY'S RIGHT TO ASSIGN/NOVATE LICENCES

- 4.1 The Authority may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to this Agreement to:
- 4.1.1 a Central Government Body; or
 - 4.1.2 any legal body (including any private sector body) which performs or carries on any of the functions and/or activities that are the same or related to those performed and/or carried out by the Authority or previously had been performed and/or carried on by the Authority in relation to the Services.
- 4.2 Successor bodies shall be entitled to the benefit of the licences granted to the Authority pursuant to this Agreement.
- 4.3 The Supplier shall use reasonable endeavours to ensure that the Authority is permitted by the relevant licence terms to sub-license, assign and novate the COTS Software, and shall in all cases set out in Appendix D of this Schedule 5 (*Intellectual Property Rights*) for each licence to COTS Software in the 'Restrictions' column the extent to which the licence does not permit the Authority to sub-license, assign and novate.

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5 LICENCE GRANTED BY THE AUTHORITY

- 5.1 The Authority grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Term and any Termination Assistance Period, to use, copy and adapt the Authority Software and Authority's Background IPRs solely to the extent necessary for providing the Supplier Solution, Deliverables and/or Services in accordance with this Agreement, including the right to grant sub-licences to sub-contractors provided that any relevant sub-contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 17 (*Confidentiality*).
- 5.2 The Authority may terminate any licence it grants under or pursuant to this Agreement by notice in writing with immediate effect where the Supplier (or its sub-licensees) breaches any condition of the licences granted.

6 INTERFACES AND TECHNICAL DATA

- 6.1 All Interfaces are required to be Vendor Independent.
- 6.2 The Supplier hereby agrees to provide the Authority with the right to use all Interfaces, and to disclose any Interfaces to a Replacement Supplier(s), contractor(s) and other supplier(s) who need to connect via an Interface with the Supplier Solution, Deliverables and/or Services and the right to make, procure, use and develop anything based on any Interface, including, independently of any individual vendor (including the Supplier), to run viable competitions between reasonably skilled contractors, independent of the Supplier, in respect of the provision of services (including implementation, development and testing) and equipment making use of any Interface.
- 6.3 Prior to disclosure of any Interface to a Replacement Supplier(s), contractor(s) and other supplier(s), such third party shall be required to enter into an appropriate agreement with the Supplier such as a non-disclosure or interface connection agreement, the terms of which shall be subject to the Authority's written approval (which shall not be unreasonably withheld or delayed).
- 6.4 The Authority shall be entitled to use, and the Supplier shall grant or procure the grant of a paid up perpetual and irrevocable licence for the Authority to copy, use (including editing, adapting and modifying) and disclose:
 - 6.4.1 Interface Information for all Interfaces to ensure the Authority is able to benefit from and maintain the principles of an open architecture and Vendor Independence; and
 - 6.4.2 Interface Information reasonably needed to enable a third party to install/uninstall (where relevant) any of the Deliverables (in whole or any in part).
- 6.5 The parties shall comply with the provisions of Appendix B (*Rights in Technical Data*) of this Schedule 5 (*Intellectual Property Rights*) which is based on the terms of DEFCON 707 in relation to use of Interface Data and Technical Data, as defined in Appendix B of this Schedule 5 (*Intellectual Property Rights*). If there is any conflict between Appendix B (*Rights in Technical Data*) of this Schedule 5 (*Intellectual Property Rights*) and any other content of this Schedule 5 (*Intellectual Property Rights*), then such other content of this Schedule 5 (*Intellectual Property Rights*) shall prevail. Appendix B and C of this Schedule 5 (*Intellectual Property Rights*) shall not apply to licensing, ownership and use of Software.

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- 6.6 In accordance with the provisions of Appendix C of this Schedule 5 (*Intellectual Property Rights*), the Supplier shall complete and maintain the table comprising 'Notification of IPR Restrictions for Technical Data'. The Supplier shall include details of Software in the Software Lists in Appendix D of this Schedule 5 (*Intellectual Property Rights*) and shall not duplicate those details into Appendix C of this Schedule 5 (*Intellectual Property Rights*).

7 EXEMPTIONS FROM SUB-CONTRACT OBLIGATIONS FOR SAAS

- 7.1 The grant of a licence or subscription to SaaS shall not automatically make that licence or subscription a Sub-contract nor automatically make the vendor of the relevant SaaS a Sub-contractor, within the meaning of the relevant definitions of Schedule 1 (*Definitions*). For each such SaaS product, the Supplier shall request approval from the Authority (such approval not to be unreasonably withheld) that the licence or subscription be excluded from the category of contracts to be deemed a Sub-contract and that the vendor of the relevant SaaS product be excluded from the category of third parties to be deemed a Sub-contractor.

8 INDEMNITY

- 8.1 The Supplier shall indemnify the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of each IPRs Claim.
- 8.2 If an IPRs Claim is made or anticipated the Supplier shall at its own expense and the Authority's sole option, either:
- 8.2.1 obtain for the Authority the rights intended by this Agreement without infringing any third party IPR; or
- 8.2.2 replace or modify the relevant item with substitutes that do not infringe IPRs without adversely affecting the functionality or performance of the Supplier Solution, Deliverables and/or Services.
- 8.3 If the Supplier procures rights for the Authority pursuant to Paragraph 8.2.1 or replaces or modifies an item pursuant to Paragraph 8.2.2, but this does not avoid or resolve the IPRs Claim, then:
- 8.3.1 the Authority may terminate this Agreement in writing without applying a notice period; and
- 8.3.2 without prejudice to the indemnity set out in Paragraph 8.1, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

9 NEW RELEASES AND UPGRADES

- 9.1 The Supplier shall:
- 9.1.1 take all reasonable steps to ensure that the New Releases of any new COTS Software in which the Supplier owns the IPRs, or Upgrade to any Software (excluding Backoffice Software) in which the Supplier owns the IPRs complies with the interface requirements of the Authority;

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- 9.1.2 except in relation to New Releases or Upgrades which are released to address Malicious Software or which relate to Backoffice Software, and subject to Paragraph 9.2 in relation to SaaS, notify the Authority three months before the introduction of a New Release or Upgrade;
- 9.1.3 ensure that all Software including Upgrades and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 9.1.4 ensure that the Supplier Solution, Deliverables and Services are capable of integrating with the Authority Software and the Authority System;
- 9.1.5 minimise any disruption to the ICT Environment, Operating Environment and/or the Authority's operations when providing the Supplier Solution, Deliverables and/or Services; and
- 9.1.6 minimise any disruption to the Supplier Solution, Deliverables and Services when providing each New Release and Upgrade.
- 9.2 For each item of SaaS incorporated into the Supplier Solution, Deliverables and/or Services the Supplier shall ensure that the Authority has copies of the relevant SaaS development and upgrades roadmap showing the scheduled introduction dates for the New Releases or Upgrades and shall ensure that the Authority has notice of the scheduled introduction date for each New Release or Upgrade within 2 Working Days of the Supplier becoming aware of the amendment to the relevant roadmap.

10 COPIES OF CONFIGURATIONS TO COTS AND NON-COTS SOFTWARE

- 10.1 The Supplier shall, for each configuration of SaaS, other COTS Software and/or Non-COTS Software created specifically for the purposes of this Agreement, provide a copy to the Authority of each such configuration (as it is applied to the Authority's tenancy) together with the relevant Documentation. The Supplier shall ensure that each such configuration and Documentation shall be of sufficient quality and in a format to enable the Authority to use the configuration without further charges from the Supplier.
- 10.2 The Authority accepts that its use of SaaS and other COTS Software which underpin the configuration referred to in Paragraph 10.1 shall be subject to the Authority's direct licences and/or subscriptions with the relevant vendor.

11 MALICIOUS SOFTWARE

- 11.1 The Supplier shall, throughout the Term, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 11.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Authority Data, assist each other to mitigate any losses and to restore the provision of the Supplier Solution, Deliverables and/or Services to the level of operating efficiency reasonably required by the Authority.
- 11.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 11.2 shall be borne by the Parties as follows:

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- 11.3.1 by the Supplier, where the Malicious Software originates from the Supplier Software, the Third Party Software supplied by the Supplier or the Authority Data (whilst the Authority Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Authority when provided to the Supplier; and
- 11.3.2 by the Authority, if the Malicious Software originates from the Authority Software or the Authority Data (whilst the Authority Data was under the control of the Authority).

12 IPRS ASSET MANAGEMENT

- 12.1 The Supplier shall comply with any reasonable instructions given by the Authority as to where it shall store all work in progress Deliverables and finished Deliverables (including all Documentation and Source Code to Specially Written Software) during the Term and at the stated intervals or frequency specified by the Authority and upon termination of this Agreement.
- 12.2 The Supplier shall ensure that all items (including all Documentation and Source Code to Specially Written Software) which it uploads into any agreed repository contain sufficient detail, code annotations and instructions so that a third-party developer (with the relevant technical abilities within the applicable role) would be able to understand how the item was created and how it works together with other items in the repository within a reasonable timeframe.

13 COPYRIGHT MARKINGS

- 13.1 The Supplier shall:
 - 13.1.1 mark copies of the Deliverables comprising copyright works to the extent possible to identify ownership; and
 - 13.1.2 provide to the Authority on written request a suitable statement confirming the scope of rights the Authority has in relation to such copyright works.
- 13.2 Notwithstanding any other provision of this Agreement, and subject to Paragraph 13.1, in respect of all Information, the Supplier shall:
 - 13.2.1 where the Information is owned by the Authority, mark such Information using the relevant marking set out at Appendix E (*Approved Document Markings*) of this Schedule 5 (*Intellectual Property Rights*);
 - 13.2.2 where the Information is owned by a party other than the Authority, ensure that any markings whether on reports or other media containing the Information are consistent with the wording set out at Appendix E (*Approved Document Markings*) of this Schedule 5 (*Intellectual Property Rights*), recognising the rights of the Authority; and
 - 13.2.3 not delete or remove any copyright notices contained within the Information.

14 TERMINATION AND REPLACEMENT SUPPLIERS

- 14.1 The termination or expiry of this Agreement shall not of itself result in any termination of any of the perpetual licences granted by the Supplier or relevant third party pursuant to or as contemplated by this Schedule 5 (*Intellectual Property Rights*). The

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Authority acknowledges that, following expiry or termination of this Agreement, any direct licences granted to the Authority which require subscription payments will be subject to the Authority entering into new subscriptions with the relevant vendor. If requested by the Authority, the Supplier shall provide assistance to the Authority as Termination Services.

- 14.2 Where the scope of existing licences does not cover the required use by Replacement Suppliers, the Supplier shall, if requested by the Authority in accordance with Schedule 8.5 (*Exit Management*) and subject to a confidentiality undertaking in a form agreed by the Authority and the Supplier (and/or a third party supplier if applicable under Paragraph 14(2)(b)) duly executed by the Replacement Supplier:
- (a) grant a licence, without applying additional licence fees, to any Replacement Supplier to use, to the extent necessary to provide the Replacement Services, any Supplier COTS Software, Supplier Non-COTS Software and/or the Supplier's Background IPRs, on terms no less favourable (including as to indemnification against IPRs Claims) than those granted to the Authority in respect of the relevant IPRs pursuant to or as contemplated by this Agreement, and where there is no such licence to the Authority, on terms no less favourable than terms usually made commercially available by the Supplier;
 - (b) use its reasonable endeavours to procure the grant of a licence, without additional licence fees, to any Replacement Supplier to use, to the extent necessary to provide the Replacement Services, IPRs owned by a third party on terms no less favourable (including as to indemnification against IPRs Claims) than those granted to the Authority in respect of the relevant IPRs pursuant to or as contemplated by this Agreement, and where there is no such licence to the Authority, on terms no less favourable than terms usually made commercially available by the relevant third party.

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15 RECRUITMENT RESEARCH DATA AND INSIGHTS

- 15.1 The Supplier acknowledges that an important factor in the ability of the Authority to enjoy the benefit of the Services and the IPRs created in relation to the Services is regular, productive recruitment research activities related to the Services generating data and insights to recruitment topics such as markets, standards, and recruiting and selection policy (“**Research Data and Insights**”).
- 15.2 In connection with Research Data and Insights, the Supplier shall actively participate in research initiatives, such as data and research working groups, relevant to the Services led by and involving the Authority’s research teams, including the Defence Science and Technology Laboratory (Dstl) (“**Collaborative Activities**”).
- 15.3 The Research Data and Insights generated by the Collaborative Activities shall be classed as New IPRs unless otherwise agreed in writing by the Parties.
- 15.4 For Research Data and Insights generated by activities conducted or commissioned by the Supplier independently from the Collaborative Activities, or which the Authority approves in writing shall not be classed as New IPRs, the Supplier shall share copies of the Research Data and Insights with the Authority and shall grant to the Authority a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable, worldwide licence to use, copy and adapt such Supplier Background IPRs.
- 15.5 If the Authority shares Research Data and Insights or any source or connected information or data with the Supplier, then this shall be regarded as Authority’s Background IPRs and the Supplier shall:
- a) comply with the obligations in this Agreement to protect Confidential Information to the extent the information provided constitutes Confidential Information; and
 - b) be permitted to use it in accordance with the licence to the Authority’s Background IPRs set out in Paragraph 5 of this Schedule 5 (*Intellectual Property Rights*).

OFFICIAL-SENSITIVE COMMERCIAL**APPENDIX A - OWNERSHIP AND LICENSING OF IPRS****1 SPECIALLY WRITTEN SOFTWARE AND NEW IPRS****1.1 Assignments granted by the Supplier**

1.1.1 The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Authority with full guarantee (or shall procure assignment to the Authority), title to and all rights and interest in the Specially Written Software and New IPRs together with and including:

- (a) the Documentation, Source Code and the Object Code of the Specially Written Software; and
- (b) all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPRs (together the "Software Supporting Materials").

1.1.2 The Supplier shall:

- (a) inform the Authority of all Specially Written Software or New IPRs that are a customisation, configuration, modification or enhancement to any COTS Software or Non-COTS Software;
- (b) deliver to the Authority the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within 7 days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Authority and the Authority shall become the owner of such media upon receipt; and
- (c) without prejudice to Paragraph (b), provide full details to the Authority of any of the Supplier's Background IPRs, IPRs owned by third parties, and/or any know how, trade secrets or confidential information owned by the Supplier or third parties, which are embedded or which are an integral part of the Specially Written Software or New IPRs and the Supplier hereby grants to the Authority, and shall procure that any relevant third party licensor shall grant to the Authority, a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Background IPRs, and IPRs owned by third parties, and any know how, trade secrets or confidential information owned by the Supplier or third parties, to the extent that it is necessary to enable the Authority to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

1.1.3 The obligation on the Supplier to procure the licences referred to in Paragraph 1.1.2(c) in respect of SaaS and other COTS Software shall be an obligation to use reasonable endeavours to procure the licences described.

1.1.4 The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Authority.

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- 1.1.5 If the Supplier becomes aware at any time, including after termination, that the Specially Written Software and/or the New IPRs contain any Intellectual Property Rights for which the Authority does not have a suitable licence, then the Supplier must notify the Authority within 10 days of what those rights are and which parts of the Specially Written Software and the New IPRs they are found in, and shall use its best endeavours to provide a solution which enables the Authority to continue to use the relevant Specially Written Software and/or the New IPRs without infringing IPRs.

1.2 Licence granted by the Authority to the assigned Specially Written Software and New IPRs

- 1.2.1 The Authority grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Term (and to the extent required, any Termination Assistance Period) to use, copy and adapt the Specially Written Software and New IPRs solely to the extent necessary for providing the Supplier Solution, Deliverables and/or Services in accordance with this Agreement, including the right to grant sub-licences to sub-contractors provided that any relevant sub-contractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Clause 17 (*Confidentiality*).

1.3 Open Source Publication

- 1.3.1 Unless the Authority otherwise agrees in advance in writing (and subject to Paragraph 1.3.3) all Specially Written Software and computer program elements of New IPRs shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Authority) into a format, which is:

- (a) suitable for publication by the Authority as Open Source;
- (b) suitable for publication under a generally recognised open licence including the Open Government Licence (as currently set out at <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3>); and
- (c) based on the UK government's open standards for government data and technology (where applicable and as published from time to time on www.gov.uk),

and the Authority may, at its sole discretion, publish it as Open Source.

- 1.3.2 The Supplier hereby warrants that the Specially Written Software and the computer program elements of New IPRs:

- (a) are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the Specially Written Software and the computer program elements of New IPRs to ensure that publication by the Authority will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Authority System;
- (b) have been developed using reasonable endeavours to ensure that their publication by the Authority shall not cause any harm or damage to any party using them;
- (c) do not contain any material which would bring the Authority into disrepute;

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- (d) can be published as Open Source without breaching the rights of any third party;
- (e) will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Authority to the Supplier; and
- (f) do not contain any Malicious Software.

1.3.3 Where the Authority has approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate the Supplier's Background IPRs and/or IPRs owned by a third party (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

- (a) as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
- (b) include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Authority's ability to publish such other items or Deliverables as Open Source.

1.4 Patents Infringements

1.4.1 Where a patent owned by the Supplier is necessarily infringed by the use of the Specially Written Software and/or the New IPRs by the Authority or any Replacement Supplier, the Supplier hereby grants to the Authority and the Replacement Supplier a non-exclusive, perpetual, irrevocable, licence (without applying additional licence fees) to use the infringing methods, materials or software solely for the purpose for which they were delivered under this Agreement, or the Supplier may replace the patent aspect of the Specially Written Software and/or the New IPRs so that no such licence is required.

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Alternative 1 Not used

Alternative 1 can be selected and incorporated by the parties after the Effective Date through the Change Control Procedure. If the parties agree to incorporate Alternative 1, Paragraphs 1.1 to 1.8 below shall replace Paragraphs 1.1 and 1.2 of Appendix A to reflect enhanced licence terms from the Authority with certain commercial exploitation rights for the Supplier on the basis of profit share with the Authority.

1 LICENCES GRANTED BY THE AUTHORITY

- 1.1 Subject to Paragraph 1.3, the Authority hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence for the duration of the Term (and to the extent required any Termination Assistance Period) or any other term agreed between the Parties to use, copy and adapt the Authority Software, the Authority's Background IPRs, the Specially Written Software and the New IPRs and the Authority Data for the purpose of using or exploiting the Specially Written Software and (subject to Paragraph 1.4) the New IPRs, including (but not limited to) the right to grant sub-licences to Sub-contractors provided that:
- (a) any relevant Sub-contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 17 (*Confidentiality*);
 - (b) the Supplier shall not, without the Authority's prior written consent, use the Authority Software, Authority's Background IPRs, the Authority Data and/or the items of New IPR described in Paragraph 1.4 for any other purpose or for the benefit of any person other than the Authority; and
 - (c) the Supplier shall not, without the Authority's prior written consent, use the Specially Written Software and the New IPRs for any other purpose or for the benefit of any person other than the Authority.
- 1.2 On the expiry or termination of the licence granted pursuant to Paragraph 1.1 any sub-licence granted by the Supplier in accordance with Paragraph 1.1 shall terminate automatically and the Supplier shall:
- (a) immediately cease all use of the Authority Software, the Authority's Background IPRs, the Specially Written Software, the New IPRs and the Authority Data (as the case may be);
 - (b) at the discretion of the Authority, return or destroy documents and other tangible materials that contain any of the Authority Software, the Authority's Background IPRs, the Specially Written Software, the New IPRs and the Authority Data, provided that if the Authority has not made an election within 6 months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Authority Software, the Authority's Background IPRs, the Specially Written Software, the New IPRs and the Authority Data (as the case may be); and

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- (c) ensure, so far as reasonably practicable, that any Authority Software, Authority's Background IPRs, the Specially Written Software, the New IPRs and Authority Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any Supplier computer, word processor, voicemail system or any other Supplier device containing such Authority Software, Authority's Background IPRs, the Specially Written Software, the New IPRs and/or Authority Data.
- 1.3 The Supplier may use or exploit the Specially Written Software and/or (subject to Paragraph 1.4) the New IPRs provided that:
- (a) the Supplier must always offer a price and solution to the Authority which is in accordance with the Charges;
 - (b) where the Supplier proposes to exploit Specially Written Software and/or the New IPRs, that it provides a detailed proposal of its plans for exploitation of the Specially Written Software and/or the New IPRs and the forecast returns, including (but not limited to) details of the goods and services to be offered by the Supplier which use the Specially Written Software and/or the New IPRs, the target markets and territory, the estimated level of orders, the marketing strategy; full details of the estimated costs, prices, revenues and profits; impact assessment on services delivered under this Agreement; and any other information that would reasonably be required by the Authority to enable it to consider the commercial, legal and financial implications to the Parties of the proposal and any further information which the Authority may reasonably request;
 - (c) where the Supplier proposes to discount the prices offered to the Authority in return for the right to exploit Specially Written Software and/or the New IPRs, that it provides clear evidence to demonstrate how the exploitation plans and financial information provided under Paragraph 1.3(b) above have been applied to the price for the Deliverables offered to the Authority and other potential users.
- 1.4 The Supplier shall not be permitted to commercially exploit the following items of New IPR:
- (a) reports, records and data relating to AFRS (particularly candidate data), the Authority and Authority-sponsored personnel;
 - (b) data and other outputs from analytics and data tools (for example population behavioural, attitudinal, and socio-demographic analytics); and/or
 - (c) databases.
- 1.5 The Authority's consent for the Supplier to commercially exploit the Specially Written Software and/or the New IPRs shall be conditional on the Supplier executing a commercial exploitation agreement in the agreed form (to be provided by the Authority) which may incorporate:
- (a) a levy for use to calculated as a % of the Supplier's licensing price;
 - (b) profit sharing mechanism.

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- 1.6 The Supplier shall promptly inform the Authority if any of the Specially Written Software and/or the New IPRs is capable of exploitation outside of this Agreement.
- 1.7 Sales involving, or licences to reproduce, adaptations, extractions, translations or enhancements of the Specially Written Software and/or the New IPRs shall attract levy in accordance with this Agreement unless the Authority agrees in writing that an allowance may be made for software that was not developed at the Crown's or Authority's expense.
- 1.8 The following provisions shall apply to this Agreement:
- (a) The Supplier shall provide as soon as possible after delivery of the sale/licensed articles a statement, in a form prescribed by the agreed commercial exploitation agreement, of the calculable profitability showing the gross selling/licence price and a summary of the allowable costs together with a confirmation that the statement is correct and complete and that it complies with the accounting conventions in the agreed commercial exploitation agreement for that purpose.
 - (b) The Supplier shall provide such facilities as may be necessary for the Authority, if it so desires, to verify the statements and for this purpose the Supplier shall maintain proper books of accounts and records at its premises and shall make them available for inspection whether physically or otherwise at all reasonable times by representatives of the Authority.
 - (c) The liability of the Supplier to the Authority for any sum due under this Agreement including interim payment of levy for exploitation of the Specially Written Software and/or the New IPRs shall accrue on the date of delivery to the third party licensee/sub-licensee excluding the Supplier's works or, where the licence so prescribes, upon shipment.

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Alternative 2 - Not used

Alternative 2 can be selected and incorporated by the parties after the Effective Date through the Change Control Procedure. If the parties agree to incorporate Alternative 2, Paragraphs 1.1 to 1.8 below shall replace Paragraphs 1.1 and 1.2 of Appendix A to reflect the following principles:

- *Specially Written Software to be owned by the Supplier*
- *Authority to have wide rights to use Specially Written Software including beyond the term of this Agreement*
- *Authority to benefit from profit share for Specially Written Software*
- *Authority to own New IPRs due to its sensitivity (eg data).*

1 OWNERSHIP AND LICENSING

- 1.1 The IPRs in the Specially Written Software shall be owned by the Supplier.
- 1.2 Specially Written Software shall be licensed to the Authority on the same terms as licences for Non-COTS Software.
- 1.3 The Authority grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Term (and to the extent required, any Termination Assistance Period) to use, copy and adapt the New IPRs solely to the extent necessary for providing the Supplier Solution, Deliverables and/or Services in accordance with this Agreement, including the right to grant sub-licences to sub-contractors provided that any relevant sub-contractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Clause 17 (*Confidentiality*).
- 1.4 The Supplier may use or exploit the Specially Written Software provided that:
- (a) the Supplier must always offer a price and solution to the Authority which is in accordance with the Charges;
 - (b) where the Supplier proposes to exploit Specially Written Software, that it provides a detailed proposal of its plans for exploitation of the Specially Written Software and the forecast returns, including (but not limited to) details of the goods and services to be offered by the Supplier which use the Specially Written Software, the target markets and territory, the estimated level of orders, the marketing strategy; full details of the estimated costs, prices, revenues and profits; impact assessment on services delivered under this Agreement; and any other information that would reasonably be required by the Authority to enable it to consider the commercial, legal and financial implications to the Parties of the proposal and any further information which the Authority may reasonably request;
 - (c) where the Supplier proposes to discount the prices offered to the Authority in return for the right to exploit Specially Written Software, that it provides clear evidence to demonstrate how the exploitation plans and financial information provided under Paragraph 1.3(b) above have been

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applied to the price for the Deliverables offered to the Authority and other potential users.

- 1.5 The Authority's consent for the Supplier to commercially exploit the Specially Written Software shall be conditional on the Supplier executing a commercial exploitation agreement in the agreed form (to be provided by the Authority) which may incorporate:
- (a) a levy for use to be calculated as a % of the Supplier's licensing price;
 - (b) profit sharing mechanism.
- 1.6 The Supplier shall promptly inform the Authority if any of the Specially Written Software is capable of exploitation outside of this Agreement.
- 1.7 Sales involving, or licences to reproduce, adaptations, extractions, translations or enhancements of the Specially Written Software shall attract levy in accordance with this Agreement unless the Authority agrees in writing that an allowance may be made for software that was not developed at the Crown's or Authority's expense.
- 1.8 The following provisions shall apply to this Agreement:
- (a) The Supplier shall provide as soon as possible after delivery of the sale/licensed articles a statement, in a form prescribed by the Authority, of the calculable profitability showing the gross selling/licence price and a summary of the allowable costs together with a confirmation that the statement is correct and complete and that it complies with the accounting conventions in the agreed commercial exploitation agreement for that purpose.
 - (b) The Supplier shall provide such facilities as may be necessary for the Authority, if it so desires, to verify the statements and for this purpose the Supplier shall maintain proper books of accounts and records at its premises and shall make them available for inspection whether physically or otherwise at all reasonable times by representatives of the Authority.
 - (c) The liability of the Supplier to the Authority for any sum due under this Agreement including interim payment of levy for exploitation of the Specially Written Software shall accrue on the date of delivery to the third party licensee/sub-licensee excluding the Supplier's works or, where the licence so prescribes, upon shipment.

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APPENDIX B - RIGHTS IN TECHNICAL DATA (REPLICATES DEFCON 707 EDN 04/22 WITH MINOR AMENDMENTS)**DEFINITIONS**

1.A For the purposes of this Appendix B (*Rights in Technical Data*) the following definitions apply:

a. “Technical Data” means information of a scientific, or technical or programme/project management nature which is recorded or documented in any medium and whether or not in human readable format, but excluding unrecorded information communicated solely by oral communications and excluding computer software that is subject to other licensing arrangements as agreed with the Authority;

b. “Article” includes part or the whole of any item, component or process which the Contractor is required under the Contract to supply or in connection with which it is required under the Contract to carry out any service and any other article or part thereof to the same design as that article;

c. “Commercially-available Off-The-Shelf Item”, or “COTS Item” means an item that is freely available on the open market to any entity and is supplied with sufficient Technical Data to enable it to be installed, operated and replaced without reference to the Contractor or any sub-contractor;

d. “Interface Data” means Technical Data that describes the overall physical, functional and performance characteristics (for example, “form, fit and function” information) of an Article that is a Contractor Deliverable and is sufficient to enable physical and functional interchangeability, or replacement with interchangeable items, or to enable the Article to interoperate with other items, components or processes;

e. “Intellectual Property Rights” or “IPR” means all patents, utility models, or rights (registered and unregistered) in any designs; applications for any of the foregoing; copyright; database rights; semiconductor chip topography rights; rights in confidential information and trade secrets; and all rights and forms of protection of a similar nature to these or having equivalent effect anywhere in the world;

f. “HMG” means Her Majesty’s Government of the United Kingdom of Great Britain and Northern Ireland;

g. “Government Licence Rights” means rights to copy, use, modify, reproduce, or disclose Technical Data in whole or in part, and to authorise third parties to do so, in any manner, and for any UK Governmental Purpose;

h. “Government Licence Rights Technical Data” means Technical Data in which the Authority has Government Licence Rights;

i. “Limited Rights” means rights to copy, use, modify or disclose Technical Data, in whole or in part, only within HMG for any UK Governmental Purpose or as otherwise agreed with the Contractor;

j. “Limited Rights Technical Data” means Technical Data in which the Authority has Limited Rights;

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k. “UK Governmental Purposes” means anything done by or for HMG under the authority of a Minister of the Crown; but, for the avoidance of doubt as regards this condition, such purposes shall not extend to commercial sales of Articles except for the disposal of outworn or surplus items, nor to licensing of Contractor-owned IPR for revenue generation;

l. “Background Patents and Designs” means patents or registered designs granted in respect of any patent or registered design applications made before the date of issue of the Authority’s first written Invitation to Tender for the Contract and any such applications made after that date in respect of inventions or designs first reduced to writing by the inventor(s) or designer(s) before that date.

1.B. The following interpretation rules shall apply for this Appendix B:

- a. References to Contract shall mean this Agreement;
- b. References to Contractor shall mean the Supplier; and
- c. References to clause and clauses in this Appendix shall mean the paragraphs of this Appendix.

OWNERSHIP OF IPR

2. Subject to any existing rights of the Authority or any third party, the ownership of IPR in Technical Data and any other IPR generated by the Contractor in the course of work under the Contract shall, as between the Authority and the Contractor, belong to the Contractor.

RIGHTS IN TECHNICAL DATA**3. GOVERNMENT LICENCE RIGHTS**

a. The Authority shall have a royalty-free, worldwide, non-exclusive, perpetual and irrevocable Government Licence Rights licence for all Technical Data, which is a Contractor Deliverable, or has otherwise been delivered to the Authority as part of the work carried out under the Contract, and has been generated under the Contract.

b. Notwithstanding the provisions of clause 3.a. or any other provisions of this condition, the Authority shall have Government Licence Rights in the following Technical Data delivered or deliverable under the Contract:

- i. Interface Data (other than Interface Data for which the Crown is the owner of the IPR, or otherwise licensed, by virtue of another provision of the Contract);
- ii. corrections or minor amendments made to Technical Data supplied to the Contractor as Government Furnished Assets;
- iii. Technical Data in which the Authority has obtained Government Licence Rights under another contract;

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iv. Technical Data that has been made publicly available otherwise than in breach of obligations of confidence, or Technical Data that the Contractor has disclosed without restrictions on further use or disclosure; and

v. any Technical Data specifically identified in the Schedule of Requirements as deliverable to the Authority with Government Licence Rights.

c. The Authority shall have Government Licence Rights of use in the following Technical Data, including any Limited Rights Technical Data included in or associated with it, notwithstanding the provisions of clause 4:

i. studies, analyses, test data or similar data generated for the Contract, or for a response by the Contractor to an Invitation to Tender for the Contract, when the study, analysis, test or similar work is a Contractor Deliverable, but excluding test methodology to the extent that it consists of Limited Rights Technical Data;

ii. Technical Data in data packs which are Contractor Deliverables; and

iii. Technical Data for installation, operation, routine maintenance or training purposes,

but the Government Licence Rights granted to the Authority under clause 3.c. shall not apply to any Technical Data in self-standing proprietary designs, processes and materials that forms any part of the Technical Data that is a Contractor Deliverable and is notified to the Authority as Limited Rights Technical Data in accordance with the provisions of clause 11 of this condition.

4. LIMITED RIGHTS

a. The Authority shall have royalty-free, worldwide, non-exclusive, perpetual and irrevocable Limited Rights in all Technical Data that is or forms part of a Contractor Deliverable, or has been otherwise been delivered to the Authority, and which has not been generated under the Contract, and which has been notified to the Authority in accordance with the provisions of clause 11.

b. The Authority shall retain any rights that it has obtained in Technical Data by virtue of the provisions of another contract or other arrangement.

c. Except as may be required or permitted by law or as otherwise permitted by the provisions of another contract or other arrangement, the Authority shall not disclose Limited Rights Technical Data outside HMG unless it has obtained the prior written permission of the Contractor or as permitted by the provisions of clause 5.

5. SPECIFIC DISCLOSURE RIGHTS OF THE AUTHORITY IN LIMITED RIGHTS TECHNICAL DATA

a. Notwithstanding any restrictions on disclosure in clause 4, the Authority shall be permitted to disclose, and authorise the use of, Technical Data with Limited Rights for UK Governmental Purposes:

i. to an independent support contractor, solely for the purposes of the provision of a service to the Authority which, unless otherwise stated in the Contract, shall be

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limited to managing, monitoring, evaluating, assessing or auditing the work under the Contract;

ii. where the Contract is for the supply of Services and the Limited Rights Technical Data concerns the processes and procedures concerned with the delivery of the Services, to a follow-on contractor only for the continued supply of the Services following termination or expiry of the Contract, or during any transitional period as may be specified in the Contract, and only to the extent necessary for the delivery of the follow-on Services; or

iii. where the Technical Data is necessary for repair, maintenance or overhaul of equipment for urgent operational or safety reasons, subject to the recipient (i) agreeing that the Technical Data shall only be used, or copied for those purposes, and (ii) agreeing to return the Technical Data to the Authority immediately on completion of the urgent operational or safety need without retaining a copy.

b. The Authority will have the right to disclose Limited Rights Technical Data for information and evaluation purposes in confidence to a foreign government for UK Governmental Purposes only and with the prior written permission of the Contractor.

c. The Authority shall not disclose Technical Data properly marked under clause 14 as being Limited Rights Data unless it has first provided the Contractor, or other party asserting Limited Rights, with the opportunity to enter into a direct confidentiality agreement in a form agreed by the parties with the intended recipient. The Authority shall not be restricted from disclosing the Technical Data to the intended recipient if the Contractor or other party asserting Limited Rights has not signed a confidentiality agreement in a form approved by the Authority (acting reasonably) within 30 calendar days of its receipt provided that the Authority has placed the intended recipient under an obligation to keep the Technical Data confidential and to use it only for the purposes for which it is disclosed.

MODIFICATIONS

6. The Authority shall not exercise its rights in Government Licence Rights Technical Data to authorise a third party (other than the design rights owner) to modify the design of any Article produced under the Contract without ensuring that:

a. it has the right to provide to the Contractor a copy of all Technical Data relating to any modified design to enable the Contractor to manufacture articles to the modified design ("Modified Design Data"); and

b. it has the right to grant to, or to procure the grant to, the Contractor of a licence on willing licensor/willing licensee terms, to use the Modified Design Data for the purposes of manufacture, sales and support of items made to the modified design for customers other than the Authority.

CONTRACTOR BACKGROUND PATENTS AND DESIGNS AND OTHER IPR

7. Subject to clause 8 and to any restrictions notified to the Authority in accordance with clause 13, the Government Licence Rights granted to the Authority under clause 3 and Limited Rights granted under clause 4 of this condition shall include licences under any Background Patents or Designs and other IPR owned by the Contractor

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solely in connection with, and to the extent necessary to exercise its rights in the Technical Data in accordance with such clauses.

8. Subject to the rights of the Crown arising otherwise than under this condition, and provided that the Contractor has met in a timely manner any obligations included in the Contract to inform the Authority of the existence of any relevant United Kingdom patent or registered design, the Contractor shall be entitled to claim payment under the provisions of Sections 55 to 59 of the Patents Act 1977 or the First Schedule to the Registered Designs Act 1949 in respect of any Background Patents or Designs owned or controlled by the Contractor and used by the Authority, or any third party authorised by the Authority, in the exercise of the rights granted to the Authority under clauses 3 to 10 of this condition. The terms to be agreed or settled for the use of any such patented invention or registered design shall not include payment of compensation under Section 57A of the Patents Act 1977 or paragraph 2A of the First Schedule to the Registered Designs Act 1949 in respect of any invention or design covering the Articles, or described in any Government Licence Rights Technical Data that is a Contractor Deliverable, and is subject to this condition.

AUTHORITY'S QUIET ENJOYMENT AND EMBEDDED SOFTWARE

9. Nothing in this condition shall act to prevent the Authority's quiet enjoyment of any Articles delivered to it under the Contract, including the right to operate, maintain, use and dispose of the Articles, and the Contractor shall not act to enforce rights in relation to any software that is provided as an integral part of such Articles to prevent the Authority's quiet enjoyment of the Articles. Nothing in this condition shall prevent the Authority from exercising its statutory rights, currently in force or hereinafter enacted, in respect of such software. This clause 9 shall not require the Contractor to deliver software to the Authority separate from the Article. No trademark right or right against passing off shall be exercised against any deliverable Article, or any article made by or for the Authority in accordance with the rights granted under this condition, to a design incorporating a trademark, recorded in deliverable Technical Data or embodied within any deliverable model, die or mould.

COTS ITEMS

10. Where the Contractor has, consistent with its obligations under the Contract, utilised one of its own COTS Items, or a COTS Item supplied by a third party, in its Contractor Deliverables, the Contractor shall not be required to grant, or procure the grant of, licence rights in any Technical Data relating to the COTS item to the Authority in accordance with clauses 3 to 10, provided that the Contractor notifies the Authority, at the time the Contract is entered into or during the course of the Contract but prior to delivery of the COTS Item, of the source of the COTS Item, and provides a product specification for the COTS Item that includes sufficient information to enable its identification and replacement and satisfy any Contractor Deliverable requirements. The Contractor shall secure for the Authority any standard licence rights that the supplier of the COTS Item provides in relation to Technical Data concerning the COTS Item. Where only implied rights are provided as standard, the Contractor is not required to secure express rights unless otherwise specified under the Contract.

RESTRICTIONS ON AUTHORITY'S USE AND DISCLOSURE OF TECHNICAL DATA - PRIOR TO IDENTIFICATION BY THE CONTRACTOR**OFFICIAL-SENSITIVE COMMERCIAL**

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11. All Technical Data to be delivered to the Authority under the Contract with restrictions on use or disclosure that are more restrictive than Government Licence Rights, shall be identified in Appendix C to the Contract. The content of Appendix C may be updated from time to time during the course of the Contract with the express written agreement of the Authority in accordance with the update process described in Appendix C.

12. The Contractor shall not deliver to the Authority any Technical Data with any restrictive marking if that Technical Data is not identified in Appendix C. Subject to clause 13, any Technical Data delivered to the Authority without first being identified in Appendix C may be used by the Authority as if it is Government Licence Rights Technical Data, in accordance with the provisions of clause 3.a.), but subject to the provisions of clauses 6, 7 and 8.

13. The Contractor shall notify the Authority of restrictions on the use or disclosure of Technical Data, due to IPR owned by a third party other than a sub-contractor, after its delivery to the Authority where the identification of any such restrictions is based on information not available to the Contractor at the date of delivery, or where the Technical Data is identified in Appendix C and the omission of any restrictive marking is inadvertent. The Authority shall give prompt and reasonable consideration to any such notification and shall allow the Contractor to apply the appropriate restrictive marking to the Technical Data retrospectively if it is clear, in the circumstances, that the restrictive marking correctly reflects the Authority's rights in the relevant Technical Data as detailed in clauses 3 to 10 of this condition. The Authority may continue any use of the Technical Data begun prior to the notification made in accordance with this clause 13 notwithstanding that any such use may be contrary to any restrictive marking retrospectively applied to the Technical Data, but shall otherwise observe all restrictions on use and disclosure notified by the Contractor as are agreed in accordance with this clause 13.

MARKING OF TECHNICAL DATA

14. All Technical Data delivered to the Authority under the Contract shall be marked in accordance with the following:

a. The Contractor shall mark any covering, packaging or cover page of Technical Data delivered to the Authority with Government Licence Rights with the legend:

“This Technical Data is delivered to the Authority by [state Contractor's name] under Contract [state MOD Contract No.]. The Authority has Government Licence Rights in the Technical Data in accordance with the provisions of the [AFRS Contract] which reflects DEFCON 707.”

b. The Contractor shall mark any covering, packaging or cover page of Technical Data delivered with Limited Rights with the legend:

“This Technical Data is delivered to the Authority by [state Contractor's name] under Contract [state MOD Contract No.]. The Authority has Limited Rights in the Technical Data as marked in accordance with the provisions of the Contract which reflects DEFCON 707.”

c. Any pages of documents including Technical Data subject to Limited Rights shall include the legend in clause 14.b. at the top or bottom of the page and shall be

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clearly marked by the Contractor to identify the portions of those pages that are subject to those rights. The Technical Data shall be identified by marking, underlining or shading. The Authority shall have the right to remove any Technical Data subject to Limited Rights from a document and copy, use or disclose the edited document in accordance with the rights of the Authority in the resultant document.

d. The Contractor may apply a copyright notice to any Technical Data delivered to the Authority to identify the owner of the copyright but shall not mark the Technical Data with any description of the Authority's rights in it other than those set out in this clause 14.

EFFECT AND REMOVAL OF NONCONFORMING AND INCORRECT MARKINGS

15. The Authority shall notify the Contractor in writing of any markings on Technical Data that it reasonably believes are incorrect or do not conform to the provisions of clause 13. The Contractor shall remove or correct any incorrect or non-conforming markings within 30 calendar days of notification. Failure to remove or correct any such markings may be a ground for non-acceptance of the Technical Data by the Authority and withholding of Contract payment until resolved.

16. If the Contractor fails to remove or correct a non-conforming marking within 30 calendar days after receipt of notification by the Authority, then the Authority shall be entitled to ignore the marking and treat the Technical Data as Government Licence Rights Technical Data in accordance with clauses 3 to 10 of this condition and, if the Authority considers it appropriate, remove or correct the marking.

TECHNICAL DATA PROVIDED BY SUBCONTRACTORS

17. The Contractor shall ensure that the Authority's rights in Technical Data which is to be supplied by the Contractor's sub-contractors, and which will be included in Technical Data that is a Contractor Deliverable, shall be in accordance with the provisions of clauses 3 to 10 together with any other rights of the Authority as set out in this condition. The Contractor shall be responsible for determining with the sub-contractor prior to the award of any sub-contract the appropriate contractual arrangements, as between the Contractor and sub-contractor, to provide the required Authority user rights in such Technical Data.

18. If the Contractor becomes aware that it will be unable to meet its clause 17 obligations to the Authority in respect of Technical Data that will be delivered by a potential sub-contractor to the Authority (regardless of whether that delivery is directly from the potential sub-contractor to the Authority or through the Contractor to the Authority), then the Contractor shall promptly notify the Authority, providing evidence that the Contractor has used all reasonable endeavours to secure the necessary rights for the Authority, and that the sub-contractor is unwilling to provide the necessary rights to the Authority, and request the potential sub-contractor to negotiate directly with the Authority regarding the Authority's user rights in Technical Data arising from a potential sub-contract. Upon receipt of such notice the Authority shall use all reasonable endeavours to conclude any direct agreement promptly. The Contractor shall not enter into a sub-contract with the potential sub-contractor in respect of the relevant Contract requirement of the Authority unless and until the Authority notifies the Contractor that the potential sub-contractor has entered into a direct agreement with the Authority to provide the necessary rights for the Authority in Technical Data to be delivered by the sub-contractor.

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19. If the Contractor enters into a sub-contract with a sub-contractor that fails to secure the rights for the Authority as required by the provisions of clause 17, and has not received prior written authorisation from the Authority to place the sub-contract in accordance with the provisions of clause 18, the Authority shall be entitled, to the extent allowed by law and without prejudice to any other contractual remedy, to use any of the sub-contractor's Technical Data delivered to the Authority as if the Contractor had secured rights for the Authority and obligations from the sub-contractor consistent with the nature of the Technical Data and the relevant provisions of clauses 3 to 10; and the Contractor shall indemnify the Authority and be liable for any damages or costs incurred by the Authority for so long as the Contractor fails to secure the rights as aforesaid.

CONTRACTOR RETENTION OF RECORDS

20. The Contractor shall retain, for the duration of the Contract and for a period of six years thereafter, or such alternative period as may be specified in the Schedule of Requirements, a record of the work performed under the Contract and of the results obtained, and the Technical Data generated, delivered or to be delivered to the Authority under the Contract.

21. The Authority shall have the right to inspect the records maintained by the Contractor in accordance with clause 20, within the period specified in that clause and on reasonable notice. The Authority shall further have the right during that period or for so long as the Technical Data is known to still exist, to require additional deliveries of any Technical Data that was generated in the performance of work under the Contract whether or not it is contained in the Contractor Deliverables. This right shall be exercisable by separate order and on agreement of a fair and reasonable price based solely on the costs of compiling and delivering the Technical Data. Technical Data required to be delivered under this clause 21 shall be delivered within 45 calendar days of receipt by the Contractor of any order from the Authority and shall only be used by the Authority (or on its behalf) in accordance with the rights granted in such Technical Data under this condition.

22. At the written request made by the Authority within the period specified in clause 20 and subject to the availability of the relevant expertise, the Contractor shall provide to the Authority, or to any other person to whom the Authority may provide Technical Data in accordance with its rights under clauses 3 to 10, assistance in understanding the Technical Data. The assistance shall be limited to that required by a person competent in the relevant area of technology to interpret the results of the Contract. The assistance shall be made available within 60 calendar days of the request and on fair and reasonable terms and conditions, including the costs of providing the assistance, but excluding any payment in respect of the right to use the Technical Data.

23. The Contractor shall maintain one copy of all Technical Data that is a Contractor Deliverable (hereinafter called the "Control Copy"). The Control Copy shall be the property of the Authority, and shall be marked accordingly, and the Authority may take possession of it notwithstanding any administration, receivership, winding-up or liquidation of the Contractor or any transfer of its assets to any third party; and copies of any Technical Data from the Control Copy shall be supplied to the Authority, as required from time to time by the Authority, at the Authority's expense, the cost of which shall be based solely on the cost of copying and delivering the Control Copy.

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LIABILITY

24. In the event that Technical Data to which this Condition applies is used by or for the Authority otherwise than for the purpose for which it was supplied in accordance with the relevant provisions of the Contract, the Contractor shall have no liability whatsoever for any direct or indirect consequences, including losses, damages or injuries caused to the Authority or any third party, arising from its use.

LEVY

25. The Contractor shall not sell any Articles developed under the Contract, other than for UK Governmental Purposes, or grant any licence to manufacture such Articles or any materials or to use any processes, the design or development of which is called for in the Schedule of Requirements of the Contract, without first agreeing with the Authority the sum or sums (if any) which should reasonably be paid to the Authority by the Contractor in respect of such sale or grant having regard, among other things, to the amounts paid or payable to the Contractor by the Authority under the Contract.

GENERAL

26. For the avoidance of doubt, nothing in this condition shall:

- a. restrict the entitlement of either party to make use of Technical Data once it enters the public domain otherwise than as a result of the Authority or any person supplied with the Technical Data by the Authority disclosing it in breach of any obligations of confidence relating to such Technical Data; or
- b. extinguish or diminish any statutory rights or common law rights of the Authority to use any Technical Data or any IPR covering such Technical Data or any rights of the Authority acquired under any separate contract or agreement.

27. The terms of this condition shall survive the termination or expiry of the Contract.

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APPENDIX C - NOTIFICATION OF IPR RESTRICTIONS FOR TECHNICAL DATA

There are no IPR restrictions for Technical Data at the Signature Date.

The table below (Notification of IPR Restrictions for Technical Data) has therefore not been completed.

The Parties acknowledge that during the Term, the content of the table may need to change.

The Supplier shall at least once every three months confirm that there are no changes, notwithstanding that if the Supplier becomes aware of any IPR Restrictions at any time, then the Supplier shall promptly provide a proposed updated copy of the table below for the Authority's approval which the Authority shall not unreasonably withhold or delay. Following written confirmation by the Authority of its approval of the proposed updated version, not to be unreasonably withheld or delayed, that newly approved version shall supersede the previous version.

The review and potential update of the table below (Notification of IPR Restrictions for Technical Data) shall be an agenda item in each quarterly contract governance meeting (at the AFRS Operational Performance & Delivery Board or other forum agreed by the Parties).

Notification of IPR Restrictions for Technical Data (as per DEFFORM 711 part A)

REDACTED

Contract reference				
<u>ID #</u>	<u>Unique Technical Data Reference Number / Label</u>	<u>Unique Article(s) Identification Number / Label</u>	<u>Statement Describing IPR Restriction</u>	<u>Ownership of the Intellectual Property Rights</u>
1				
2				

3				
4				
5				
6				
7				
8				
9				
10				

Completion Notes

If any information / technical data that is deliverable or delivered under the relevant contract conditions is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the information / technical data in accordance with the conditions of this Agreement, then the Supplier must identify this restricted information / technical data in this table. Otherwise, the Authority shall treat such information in accordance with the same rights under this Agreement it would enjoy should no restrictions exist.

For example, any of the following must be disclosed:

a) any restriction on the provision of information / technical data to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any patent or registered design (or application for either) or other IPR (including unregistered design right) owned or controlled by you or a third party;

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- b) any allegation made against the Supplier, whether by claim or otherwise, of an infringement of IPR (whether a patent, registered design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of this Agreement or subsequent use by or for the Authority of any contract deliverables;*
- c) the nature of any allegation referred to under sub-paragraph (b) above, including any request or obligation to make payments in respect of the IPR of any confidential information and / or;*
- d) any action the Supplier needs to take, or the Authority is requested to take, to deal with the consequences of any allegation referred to under sub-paragraph (b) above.*

Block 1 Enter the associated contract number as appropriate.

Block 2 No action - This sequential numbering is to assist isolation and discussion of any line item

Block 3 Identify a unique reference number for the information / technical data (i.e., a Supplier's document or file reference number) including any dates and version numbers. Documents may only be grouped and listed as a single entry where they relate to the same Article and where the restrictions and IPR owner are the same.

Block 4 Identify the Article(s) associated with the information / technical data by entering a unique identification number / label for the Article(s). This may range from platform level down to sub-system level. This is to enable the Authority to quickly identify the approximate technical boundary to any user rights limitation (e.g., The RADAR or Defensive Aid Sub-System etc). This identification shall be at the lowest level of replaceability of the Article(s) or part of it to which the restrictions apply (i.e., if the restrictions apply to a sub-system the parent system should not be used to identify the restriction boundary). Any entry without a unique identifier shall be treated as a nil entry.

NOTE: The Authority does not accept any IPR restrictions in respect of the physical Articles themselves. Block 4 is solely to provide an applied picture to any technical data stated under Block 3 as having IPR restrictions.

Block 5 This is a freeform narrative field to allow a short explanation justifying why this information / technical data has limited rights applying to it.

Block 6 Identify who is the owner of the IPR in the information / technical data (i.e., copyright, design right etc). If it is a sub-contractor or supplier, please identify this also.

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APPENDIX D - SOFTWARE LISTS

The information set out in the software lists below (Supplier Software, Software owned by a third party vendor (Third Party Software), and Open Source Software) reflects the position in relation to Software at the Signature Date (“**Software Lists**”). If there are software elements of COTS Background IPRs and/or Non-COTS Background IPRs which are not covered by the licences identified for Supplier Software, Third Party Software or Open Source Software, then the Supplier shall add to the Software Lists details of such COTS Background IPRs and/or Non-COTS Background IPRs and the licence terms which apply.

The Parties acknowledge that the content of the Software Lists is expected to change during the Term.

The Supplier shall at least once every three months confirm that there are no changes to the Software Lists, notwithstanding that if the Supplier becomes aware of any required changes at any time, such as:

- a) a new item of software is introduced; or
- b) there is a change to which party is the licensee or is named on the licence(s); and/or
- c) there is an agreed change to how the licence(s) will be managed on the Authority's behalf by the Supplier),

then the Supplier shall promptly provide a proposed updated copy of each of the Software Lists for the Authority's approval which the Authority shall not unreasonably withhold or delay. Following written confirmation by the Authority of its approval of the proposed updated version of each Software List, not to be unreasonably withheld or delayed, that newly approved version shall supersede the previous version.

The review and potential update of the Software Lists shall be an agenda item in each quarterly contract governance meeting (at the AFRS Operational Performance & Delivery Board or other forum agreed by the Parties).

Updates to the Software Lists shall be made to record any new Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services and/or any changes to any of the details in the Software Lists even if no new Software is being added.

1 SUPPLIER SOFTWARE

The Software owned by the Supplier comprises:

REDACTED

Software Name	Purpose	Number of Licences	Re- strictions	Number of Copies	Type (COTS or Non-COTS)	For COTS, is it SaaS? Yes/No	Term/Ex- piry	Link to Terms	Is a copy of the Source Code provided/made accessible? Yes/ No

2 THIRD PARTY SOFTWARE

The Software owned by a third party comprises:

Third Party Software Name	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	For COTS, is it SaaS? Yes or No	Term/Expiry	Link to Terms	Direct Licence to Authority? Yes or No
REDACTED										

3 OPEN SOURCE SOFTWARE

The Software which is Open Source comprises:

REDACTED

Name of Software	Vendor / Developer	Summary of its function	Duration & Restrictions	Link to the licence terms	Direct Licence to Authority Yes or No

APPENDIX E - APPROVED DOCUMENT MARKINGS

Authority Background IPR documents

© Crown-owned copyright [insert the year of generation of the work] (or such other notice regarding confidentiality or ownership as the Authority may notify from time to time)

New IPR documents

© Crown-owned copyright [insert the year of generation of the work] (or such other notice regarding confidentiality or ownership as the Authority may notify from time to time)

Supplier Background IPR documents

This document is supplied in confidence to the Authority in accordance with Contract No [BATCM/XXXXX] (the “**Contract**”). The document comprises information proprietary to [Supplier] and whose unauthorised disclosure may cause damage to the interests of [Supplier]. Except with the prior written permission of [Supplier], the Authority’s rights of use and dissemination in the document are limited to those set out in Contract No [BATCM/XXXX], including providing the document to third parties where the third party requires access to the document in support of work it is undertaking in respect of [AFRS] (only), subject to the third party having entered into an appropriate non-disclosure agreement with [Supplier].

Certain parts of the document, which are identified, are subject to third party rights or were not generated under the Contract and, without prejudice to its existing rights, the Authority’s rights of use and dissemination in the parts so identified are limited to those set out in the Contract.

Requests for permission for wider use or dissemination should be made to the relevant [Supplier] Account Manager.

Documents subject to crown-owned copyright but containing or referring to Supplier Background IPRs

© Crown-owned copyright [insert the year of generation of the work] (or such other notice regarding confidentiality or ownership as the Authority may notify from time to time)

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Any parts of the document containing or referring to Supplier Background IPRs identified by a note in the side bar for the document.

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Armed Forces Recruiting – Recruitment Services Agreement v1.0

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