DEFFORM 177
(Edn 06/21)

Ministry of Defence

Design Rights and Patents (Sub-Contractor's Agreement)

Notes for Guidance

1. This note has been devised as an aid to the completion of DEFFORM 177.

2. This top sheet is to be detached before inclusion of the Agreement in a Contract or before submission to a sub-contractor.

3. In a draft for typing it will normally only be necessary to give instructions as follows: (although, if the Typing Pool is not one which is dedicated to Contracts work under the "Glasgow System" it will be necessary to attach a copy of DEFFORM 177).

   Use a DEFFORM 177 and insert:

   a.* the date of the Agreement;

   b.* the sub-contractor's full name;

   c.* the sub-contractor's registered address;

   d. paragraph 1 - the full name of the main Contractor;

   e. paragraph 1 - the Contract number of the main contract;

   f. paragraph 1 - the description of the equipment being designed and developed under the main contract as shown on the Schedule of the Contract;

   g.* First Schedule - List of items appropriate to the sub-contract in question (the sub-contractor may insert these themselves if necessary);

   h. Second Schedule - List of the relevant Intellectual Property Rights conditions applicable to the Contract (i.e. DEFCONs 14, 15, 15A, 90, 91 and 126 etc.).

4. It will also be necessary to amend the references to "design and development" should the subject Contract be a Feasibility Study, Project Definition etc.

5. Similarly, as DEFFORM 177 is a drafting form, no references to the DEFFORM should appear in the Contract. This will require:

   a. the deletion of the legend "DEFFORM 177 (Edn. 06/21)";

   b. that any references required in the Contract should refer to "the Agreement in the form set out in Annex ..... to the Contract".

6. Two copies of the DEFFORM should be signed by a responsible officer on behalf of the sub-contractor and both of these should be returned for signature by the MOD representative. One copy is for the sub-contractor to retain, and the other is for retention by the Contracts Branch.

*N.B. This information will not necessarily be available at the drafting stage.

Ministry of Defence

Design Rights and Patents
(Sub-Contractor's Agreement)

THIS AGREEMENT is made the day of

BETWEEN

whose registered office is at

(hereinafter called "the Sub-Contractor") of the one part and THE SECRETARY OF STATE FOR DEFENCE (hereinafter called "the Secretary of State") of the other part

WHEREAS:-

1. The Secretary of State has placed with (hereinafter called "the main contractor") a contract bearing the reference number (hereinafter called "the main contract") for the design and development of the effect of which is that the costs of such design and development (including the cost referable to any sub-contracts hereinafter referred to) will be substantially borne by the Secretary of State.

2. The main contractor contemplates that the design development and supply of certain components needed for performance of the main contract will be undertaken by various third parties in pursuance of sub-contracts made between them and the main contractor.

3. With a view to securing to the Secretary of State rights as regards inventions designs and other related matters in respect of any sub-contract the main contract provides that the main contractor shall not enter into any sub-contract for any component aforesaid without obtaining the prior approval of the Secretary of State.

4. The main contractor has now informed the Secretary of State that for the purpose of performing the main contract they wish to place with the Sub-Contractor a sub-contract for the design and development of the items described in the First Schedule (hereinafter called "the sub-contracted items") and has requested the Secretary of State's approval of the sub-contract accordingly.

5. The Secretary of State has signified its willingness to approve the sub-contract on condition that in consideration of it giving approval the Sub-Contractor enters into a direct Agreement with the Secretary of State concerning the matters hereinafter appearing and the Sub-Contractor has signified their willingness to enter into such an agreement.

NOW THIS AGREEMENT made in consideration of the premises and of the rights and liabilities hereunder mutually granted and undertaken WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

1. The Sub-Contractor and the Secretary of State hereby agree to be bound to each other by the provisions of the Conditions as set out in the Second Schedule hereto.

2. No extension alteration or variation in the terms of the sub-contract between the main contractor and the sub-contractor and no other agreement between the main contractor and the sub-contractor relating to the work to be done under the sub-contract or any modification now or hereafter made thereto shall prejudice the operation of this Agreement which shall in all respects apply to the sub-contract as so extended altered

varied supplemented or modified as if such extension alteration variation supplementation or modification had been originally provided for in the sub-contract and the expression "the sub-contract items" shall have effect accordingly.

IN WITNESS whereof the parties hereto have set their hands the day and years first before written

Signed on behalf of
the Sub-Contractor

(in capacity of)

Signed on behalf of
The Secretary of
State for Defence

THE FIRST SCHEDULE

The Sub-Contract Items are:-

[**List of items appropriate to the sub-contract in question to be inserted**]

THE SECOND SCHEDULE

The Clauses which apply to this Agreement are: -

DEFCON 632 (Edn. 11/21) - Third Party Intellectual Property - Rights and Restrictions

DEFCON 703 (Edn. 06/21) - Intellectual Property Rights - Vesting in The Authority

except that:

(i) Where "the Contractor" is stated "the Sub-Contractor" shall be substituted.

(ii) Where "the Authority" is stated "the Secretary of State" shall be substituted.

(iii) Where "Contract" is stated "sub-contract" shall be substituted.

(iv) Where "sub-contractor" is stated "further sub-contractor" shall be substituted.

(v) Where "sub-contract" is stated "further sub-contract" shall be substituted.