

Contract Title: Postal Services

Supplier: Mitie

Contract Start Date: 17/01/2024

Contract End Date: 30/11/2027

Contract Value: £400,000

This contract was awarded under the Terms and Conditions of NEC4, TSC Short Contract, Version Jun 17 with Jan 23 Amendments and utilised the copyrighted NEC Forms of Contract.

Additional Z Clauses added to the contract were as follows:

Z1 – MoD DEFCON Requirements

Insert a new clause

This clause is to incorporate MoD special terms and conditions in the form of DEFCONs and DEFORMs as detailed at <https://www.gov.uk/guidance/knowledge-in-defence-kid>

Z2 – Intellectual Property

7 Use of Equipment and Things

70 Delete and replace with:

70.1 All Foreground Information and intellectual property rights therein shall vest in and be the property of the Client on their creation.

70.2 To the extent that any intellectual property rights in any of the Foreground Information does not automatically vest in the Client, the Consultant shall with full title guarantee, assign or procure the assignment to the Client of all intellectual property rights in such Foreground Information free from lien, charge or encumbrance.

70.3 The Client hereby grants to the Consultant for the contract period and free of charge a non-exclusive royalty free licence, together with a sub-licence to Subconsultants, to use such of the Foreground Information as the Consultant reasonably requires for the purposes of performing the services.

70.4 The Consultant hereby grants to the Client, subject to the rights of third parties, a perpetual, irrevocable and royalty free licence to use the Background Information and any intellectual property rights therein as required to use the Foreground Information and/or the Documents for any purpose.

70.5 The Consultant shall highlight to the Client any third party intellectual property rights which appear to be relevant to the Clients use of the Foreground Information and/or the Documents, and following consultation with the Client and insofar as reasonably practicable

the Consultant shall secure a licence on behalf of the Client to use the third party intellectual property rights.

70.6 The Consultant shall, following consultation with the Client and insofar as reasonably practicable, secure a licence on behalf of the Client to use any third party software (except for commonly used and commercially available software) used by the Consultant and its Subconsultants in performing the services,

70.7 All licences shall be purchased in consultation with the Client so that licence terms appropriate to the intended use of such intellectual property rights or software are obtained.

70.8 The Consultant shall indemnify the Client and keep the Client fully indemnified against all losses which the Client may sustain or incur that arise out of allegations that the Client has infringed the intellectual property rights of any third party in using the Documents in accordance with this Clause.

70.9 The Consultant shall mark any copyright works comprising Foreground Information with the legend © Crown Copyright (insert year of generation of the works)