

SCHEDULE 8

COLLABORATION AGREEMENTS

INTERNATIONAL COLLABORATION

1.1 For the purpose of this Condition the expression 'International Collaboration Agreement' shall mean any agreement or arrangement made or proposed to be made between the United Kingdom Government and the government of another country or any government-sponsored international body for collaboration in a joint programme of research, development, production, supply or operations utilising any results produced under the Contract, and for the allocation of responsibility for work under such programme between the parties to such agreement or arrangement.

1.2 Subject to the rights of third parties arising otherwise than from work performed under this Contract and to the provisions of this Schedule 8 (International Collaboration) the Authority shall have the right under this Paragraph 1.1 to copy any copyright work furnished by the Contractor under this Contract, the copyright in which belongs to the Contractor, and to issue for information only such work or copy for the purpose of promoting the establishment of an International Collaboration Agreement and for the purpose of technical oversight of an International Collaboration Agreement made. Subject as aforesaid, the Contractor shall, if requested by the Authority within 15 years of the Effective Date, provide the Authority with such assistance and further information as the Authority may reasonably require for such promotion and technical oversight. A reasonable charge for this service, based on the cost of providing it, will be borne by the Authority.

1.3 If, under an International Collaboration Agreement made, the Authority agrees that any results produced under this Contract shall be utilised in work undertaken or shared by or on behalf of another party to such International Collaboration Agreement then, to the extent of its right to do so and on fair and reasonable terms approved by the Authority, the Contractor shall, if requested by the Authority within 10 (ten) Business Days (or such other period as may be agreed), make available under licence to that other party or its nominee, for use for the purpose provided in such an International Collaboration Agreement only, any information which the Authority is entitled to receive under this Contract, together with any technical assistance and background information necessary for the effective application of such information.

1.4 If disclosure by the Authority under Paragraph 1.1 of any copyright work would affect any rights of the Contractor or third parties arising otherwise than from work performed for the purposes of this Contract, the Contractor shall have the right to place on such copyright work a notice stating that it is supplied under contract to the Authority and may not be issued outside United Kingdom Government Departments except in accordance with the conditions of this Contract. Before exercising its rights under Paragraph 1.1 in respect of any work bearing such notice the Authority shall give to the Contractor prior written notice of ten Business Days (or such other period as may be agreed) of its intention to do so and have regard to any representations made by the Contractor at any time before issue takes place as to the protection of any separately identifiable trade secrets, know-how, or similar proprietary information arising otherwise than from work performed under this Contract. The Contractor shall be free under the terms of this Paragraph 1.3 to make any proposals for the protection of the information referred to herein. In particular, the Authority shall give full consideration to any proposals the Contractor may make for the preparation of a special International Collaboration Report, for the release of information in stages, or for restrictions on the circulation of the information to be released. The Authority shall be entitled to make issue contrary to such representations and proposals ten Business Days after notifying the Contractor in writing that it considers it is in the national interest to do so.

1.5 The Authority shall not have the right and the Contractor shall not be obliged under this Schedule 8 (International Collaboration) to disclose to a third party directly or indirectly manufacturing or design information with respect to units, sub-units or components not developed or designed under this Contract. Provided that if the Contractor has not granted and does not wish to grant a licence to a manufacturer in the country of the other party and if so there is no reasonable substitute article available in the other country the Contractor shall in that event be

obliged to make the disclosure and grant a licence direct to at least one manufacturer in the country of the other party to be approved by the Contractor. The Contractor shall on request supply the identification and shape, size and function of such units, sub-units and components.

1.6 The Contractor shall on request insofar as it may be able to do so supply or procure the supply of such of the units, sub-units and components referred to in Paragraph 1.4 as may be required to such other party within a reasonable timescale and on reasonable commercial, non-discriminatory terms.

1.7 If the Authority makes issue of information contrary to the Contractor's representations under Paragraph 1.3 as to the protection of trade secrets, know-how and similar proprietary information, the Contractor shall be entitled to such compensation, if any, as is fair and reasonable in the circumstances.

1.8 If the Contractor is party to a licence or other agreement relating to the use of inventions, designs or technical information which restricts its freedom to supply or authorise the disclosure or use of information for the purposes of this Schedule 8 (International Collaboration), the Contractor shall, when tendering, quoting a price for the Contract Change, or offering to perform it (or, if at these times the restriction is not apparent, as soon thereafter as it is), notify the Authority and at the Authority's request use all reasonable efforts with the assistance and at the expense of the Authority to abate the restrictions to the extent required. Without the prior consent in writing of the Authority, the Contractor shall not wittingly make use in the performance of this Contract of inventions, designs or technical information which are the subject of any agreement made after the Effective Date or make any grant of rights in the results of work under this Contract which it knows would restrict its freedom as aforesaid.

1.9 Unless in respect of any particular Sub-Contract the Authority agrees otherwise, the Contractor shall include the provisions of this Schedule 8 (International Collaboration) mutatis mutandis in any Sub-Contract placed by him for the performance of any work of research, study, or development for the purposes of this Contract.

1.10 The Authority undertakes that it will consult with the Contractor as early, as frequently and as fully as is reasonably practicable in the consideration of any International Collaboration Agreement into which it may wish to enter and will pay due regard to any representations of the Contractor.