

IUS CONSOLIDATED CONTRACT SCHEDULE

CONSOLIDATED SCHEDULE 24
INTELLECTUAL PROPERTY RIGHTS

for Contract Number DCNS/119

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CONSOLIDATED SCHEDULE 24

INTELLECTUAL PROPERTY RIGHTS

This Consolidated Schedule consolidates certain of the Customer Authority's special terms in relation to Intellectual Property Rights.

Capitalised terms used but not defined in this Consolidated Schedule are defined in Consolidated Schedule 1 (*Definitions*).

1 CUSTOMER AUTHORITY DATA

1.1 The Parties agree that Customer Authority Data includes all iterations of, and modifications or enhancements to:

- (i) databases, including site lists, the Directory Enquiry Database, and any databases relating to user functionality or user profiles (or both);
- (ii) all data used in, or in relation to, the HMNB Clyde Emergency Alert Capability;
- (iii) all data provided by the Contractor or any Sub-contractor(s) to the Customer Authority or the Customer Authority OSM as part of Service Management;
- (iv) all data held on the Customer Authority OSM Service Management Tooling;
- (v) all content of the Legacy Equipment Database;
- (vi) all data relating to the interfaces into the Customer Authority's (or an Indirect Customer's) systems and processes (including the Customer Authority OSM and any data set defined in the ISS ITIL Processes, including the data sets defined in the ISS ITIL Processes entitled "*Event Management*", "*Service Catalogue Management*", "*Request Fulfilment*", "*Release and Deployment*", "*Problem Management*", "*Operational Service Management (OSM) Including Service Desk*", "*Evaluation*", "*Change Management*", "*Incident Management*", "*Service Asset and Configuration*" and "*Service Portfolio Management (Service Lifecycle)*", as set out in the Standards);
- (vii) all data contained in Contractor or Sub-contractor interactions and communications with the Customer Authority or any Indirect Customers;
- (viii) database history and any knowledge databases (including records of common problems and their fixes) relating to any helpdesks; and
- (ix) all data contained in data feeds made available to the Customer Authority pursuant to or in connection with this Consolidated Contract (including as part of the Services).

2 DESIGNATED IPR

2.1 The Parties agree that Designated IPR includes all Intellectual Property Rights subsisting in, or relating to, all iterations of, and modifications or enhancements to:

- (i) this Consolidated Contract, including the Consolidated Schedules and the Contractor's Call-Off Service Catalogue;
- (ii) the Outline Implementation Plan and the Detailed Implementation Plan;

- (iii) the Test Strategy, Test Specifications, Test Plans, Test Success Criteria, Test Certificates, the Test Issue Management Log and records of any Testing outcomes (including Test Reports);
 - (iv) the IMP, PCP and any other information relating to security other than the Security Policy and the Security Policy Framework;
 - (v) the Service Evaluation Model;
 - (vi) the Financial Model;
 - (vii) piloting and planning documentation that relates specifically to Customer Authority Sites;
 - (viii) audit information;
 - (ix) specification documents, network and infrastructure plans and diagrams, system design and architecture documents, method statements, methodologies;
 - (x) specifications relating to the interfaces into the Customer Authority's (or an Indirect Customer's) systems and processes (including the Customer Authority OSM and the interface control documentation);
 - (xi) any and all configuration documents;
 - (xii) all Management Information;
 - (xiii) project documentation relating to the Services (including meeting minutes, board reports, risk and issues logs, and any reporting, design and project information relating to the Services);
 - (xiv) incident reports produced in connection with the Services;
 - (xv) the IPR Register and any other registers of information provided by the Contractor pursuant to this Consolidated Contract, including the Asset Register;
 - (xvi) all Contract Change Notes and related documentation;
 - (xvii) feasibility studies, site surveys and business cases;
 - (xviii) any ticketing information and Incident or Problem data relating to Service Management (to the extent that the same is not Customer Authority Data);
 - (xix) information relating to the operation, repair and maintenance of Customer Authority Assets and Transferring Assets;
 - (xx) the Customer Authority Service Management Documentation;
 - (xxi) records relating to Customer Authority and Customer Authority-sponsored personnel; and
 - (xxii) the Exit Management Plan,
- but shall exclude:
- (a) the Business Continuity and Disaster Recovery Plan;
 - (b) the Call-Off Operating Manual; and
 - (c) the Exit Management Information.

3 ALL OTHER CUSTOMER AUTHORITY IPR

3.1 The Parties agree that in addition to the Intellectual Property Rights subsisting in the Customer Authority Data and the Designated IPR, the Customer Authority IPR includes the Intellectual Property Rights subsisting in, or relating to, all iterations of, and modifications or enhancements to:

- (i) IP Address ranges (including Class A 25.x.x.x Internet Protocol address spaces);
- (ii) any domain names registered in the name of or on behalf of the Customer Authority, including the domain names mil.uk and mod.uk;
- (iii) the Standards;
- (iv) the Customer Authority Numbering Plan;
- (v) firmware in any computers or other hardware devices provided by the Customer Authority to the Contractor;
- (vi) the network management system;
- (vii) any and all back-up software used by the Customer Authority and provided to the Contractor for use in performing the Contractor's obligations under this Consolidated Contract, including all business continuity and disaster recovery software; and
- (viii) the Security Policy and Security Policy Framework.

4 CONTRACTOR IPR

4.1 The Parties agree that the Contractor IPR comprises of all Intellectual Property Rights subsisting in, or relating to, all iterations of, and modifications or enhancements to the:

- (i) Special Contractor IPR; and
- Business Continuity and Disaster Recovery Plan.

5 SPECIAL CONTRACTOR IPR

5.1 The Parties agree that the Special Contractor IPR comprises of all Intellectual Property Rights subsisting in, or relating to, all iterations of, and modifications or enhancements to the:

- (i) Call-Off Operating Manual;
- (ii) Exit Management Information; and
- (iii) Configuration Management Database.

6 CONTRACTOR THIRD PARTY IPR

6.1 The Parties agree that the Contractor Third Party IPR comprises of all Intellectual Property Rights subsisting in, or relating to, all iterations of, and modifications or enhancements to:

Owner	IPR	Contact details	Transferable: Yes / No	Exclusive use: Yes / No
Cisco	SX20 Video Codec hardware	Contractor Commercial Director	Yes	Yes
Cisco	MSE8000 product suite	Contractor Commercial Director	Yes	Yes
Cisco	Video Communications Service (VCS)	Contractor Commercial Director	Yes	Yes
Cisco	Telepresence hardware & software	Contractor Commercial Director	Yes	Yes
Cisco	Call Manager hardware & software	Contractor Commercial Director	Yes	Yes
Airbus Defence & Space Limited	Ectocryp® Black units	Contractor Commercial Director	Yes	Yes
GENBAND UK Limited	CONTINUUM software	Contractor Commercial Director	Yes	Yes
GENBAND UK Limited	GENView software	Contractor Commercial Director	Yes	Yes
GENBAND UK Limited	QUANTiX software	Contractor Commercial Director	Yes	Yes
GENBAND UK Limited	EXPERiUS software	Contractor Commercial Director	Yes	Yes
Media 5 Corporation	Mediatrix 3000 and 4000 hardware & software	Contractor Commercial Director	Yes	Yes
Unify	Realitis (HiPath) hardware & software	Contractor Commercial Director	Yes	Yes
Avaya	AvayaBlue and AvayaRed hardware & software	Contractor Commercial Director	Yes	Yes
Enghouse Interactive	Intuition 2000 hardware & software	Contractor Commercial Director	Yes	Yes
Redwood Technologies Ltd	STORM hardware & software	Contractor Commercial Director	Yes	Yes

Owner	IPR	Contact details	Transferable: Yes / No	Exclusive use: Yes / No
Resilient Networks plc	Smartnumbers hardware & software	Contractor Commercial Director	Yes	Yes
Selex ES Ltd	BRENT secure telephone	Contractor Commercial Director	Yes	Yes
BlackBerry	BlackBerry Enterprise software	Contractor Commercial Director	Yes	Yes
BRMFusion	Realisor software	Contractor Commercial Director	Yes	Yes
Reachal	Collaboration Suite software	Contractor Commercial Director	Yes	Yes
Reachal	DeliveryScope software	Contractor Commercial Director	Yes	Yes
Reachal	ChangeScope software	Contractor Commercial Director	Yes	Yes
Reachal	ValueScope software	Contractor Commercial Director	Yes	Yes
Reachal	PeopleScope software	Contractor Commercial Director	Yes	Yes
EMC	EMC VSPEX hardware	Contractor Commercial Director	Yes	Yes
EMC	Service Assurance Suite (SAS) software	Contractor Commercial Director	Yes (subject to payment of any additional fees)	No
BMC	Remedy software	Contractor Commercial Director	Yes	Yes