



Ministry of
JUSTICE

Hosting

Schedule 5.2: Licence Terms

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PART A**Standard Licence Terms****1. SCOPE OF THE STANDARD LICENCE TERMS**

This part A of this schedule 5.2 (Licence Terms) sets out the Standard Licence Terms granted by the Licensor:

- 1.1 to the Authority in respect of the Hosting Supplier Software and Third Party Software; and
- 1.2 to a Replacement Hosting Supplier in respect of Hosting Supplier Software, Third Party Software and/or Hosting Supplier's Background IPR if requested by the Authority pursuant to clause 37.4.

2. LICENCE TERMS

- 2.1 Each licence granted under the Standard Licence Terms pursuant to clause 37 shall be perpetual, royalty free and non-exclusive and shall allow the Licensee to Use the Hosting Supplier Software and the Third Party Software.
- 2.2 The Licensee may copy the Hosting Supplier Software and/or the Third Party Software (as relevant) in order to create an archival copy and a back-up copy of it. When copying the Licensor's Software, the Licensee shall include the original machine readable copyright notice, and a label affixed to the media identifying the software and stating: "This medium contains an authorised copy of copyrighted software which is the property of [name of owner]."
- 2.3 The Licensee may sub-license the rights granted to it pursuant to the Standard Licence Terms to a third party (including for the avoidance of doubt any Replacement Hosting Supplier) provided that:
 - 2.3.1 the sub-licence only authorises the third party to Use the Licensor's Software for the benefit of the Authority; and
 - 2.3.2 the third party has entered into a confidentiality undertaking with the Licensee.
- 2.4 The Authority may:
 - 2.4.1 assign, novate or otherwise dispose of its rights and obligations under the Standard Licence Terms to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the Authority; or
 - 2.4.2 transfer the licences to other machines or users within the Authority.
- 2.5 Any change in the legal status of the Authority which means that it ceases to be a Contracting Authority shall not affect the validity of any licence granted under the Standard Licence Terms. If the Authority ceases to be a Contracting Authority, the Standard Licence Terms shall be binding on any successor body to the Authority.

2.6 If a licence under the Standard Licence Terms is novated pursuant to paragraph 2.4.1 or there is a change of the Authority's status pursuant to paragraph 2.5, (in the remainder of this paragraph both such bodies are referred to as the "**Transferee**");

2.6.1 the Transferee may only assign, novate or otherwise dispose of its rights and obligations under the Standard Licence Terms (or any part of it) with the prior written consent (not to be unreasonably withheld or delayed) of the Licensor; and

2.6.2 the rights acquired by the Transferee relating to the Use of the Licensed Materials shall not extend beyond those previously enjoyed by the Authority.

3. **FIXES**

If the Hosting Supplier maintains a database containing information on known program defects, defect corrections, restrictions and bypasses in respect of the Hosting Supplier Software, it shall provide the Licensee with access to such database at no additional charge.

4. **TERMINATION**

4.1 A licence granted under the Standard Licence Terms shall survive the termination or expiry of this Agreement.

4.2 At any time during the Term or following termination or expiry of this Agreement, the Licensor may terminate a licence granted under the Standard Licence Terms with thirty (30) days' notice in writing (or such other period as agreed by the parties) if:

4.2.1 the Licensee uses the Licensed Materials for any purpose not expressly permitted by the Standard Licence Terms or this Agreement; or

4.2.2 the Licensee commits any material breach of the Standard Licence Terms which, if the breach is capable of remedy, is not remedied within twenty (20) Working Days after the Licensor has given the Authority and/the Replacement Hosting Supplier (if applicable) written notice specifying the breach and requiring its remedy.

4.3 When a licence under the Standard Licence Terms ends for whatever reason, the Licensee shall:

4.3.1 immediately cease all use of the Licensed Materials;

4.3.2 at the discretion of the Licensor, return or destroy the Licensed Materials, provided that if the Licensor has not made an election within six (6) months of the termination of the licence, the Licensee may destroy the Licensed Materials; and

4.3.3 provide the Licensor with a written notice, signed and otherwise completed by an authorised signatory, to certify compliance with the provisions of paragraph 4.3.1 above.

PART B**Enhanced Licence Terms****1. SCOPE OF THE ENHANCED LICENCE TERMS**

This part B of this schedule 5.2 (Licence Terms) sets out the Enhanced Licence Terms granted by the Hosting Supplier to the Authority in respect of the Embedded Third Party IPR and the Hosting Supplier's Background IPRs.

2. LICENCE TERMS

2.1 Each licence granted under the Enhanced Licence Terms pursuant to clause 37 shall be perpetual, royalty free, irrevocable, transferable and non-exclusive and shall allow the Licensee to Use the Embedded Third Party IPR and/or the Hosting Supplier's Background IPRs (as relevant).

2.2 The Licensee may sub-licence its rights pursuant to a licence under the Enhanced Licence Terms to a third party (including, for the avoidance of doubt, any Replacement Hosting Supplier) provided that:

2.2.1 the sub-licence only authorises the third party to Use the Embedded Third Party IPRs and/or the Hosting Supplier's Background IPRs for the benefit of the Authority; and

2.2.2 the third party has entered into a confidentiality undertaking with the Licensee.

2.3 The Licensee may sub-licence its rights under the Enhanced Licence Terms to any other Crown Body for them to use Embedded Third Party IPRs and/or the Hosting Supplier's Background IPRs on the same basis as the Authority.

2.4 The Authority may assign, novate or otherwise dispose of its rights and obligations under the Enhanced Licence Terms to any other body (including any Contracting Authority or private sector body) which substantially performs any of the functions that previously had been performed by the Authority.

2.5 Any change in the legal status of the Authority which means that it ceases to be a Contracting Authority shall not affect the validity of any licence granted under the Enhanced Licence Terms. If the Authority ceases to be a Contracting Authority, the Enhanced Licence Terms shall be binding on any successor body to the Authority.

2.6 If a licence under the Enhanced Licence Terms is novated pursuant to paragraph 2.4 or there is a change of the Authority's status pursuant to paragraph 2.5, (in the remainder of this paragraph both such bodies are referred to as the "**Transferee**"):

2.6.1 the Transferee may only assign, novate or otherwise dispose of its rights and obligations under the Enhanced Licence Terms (or any part of it) with the prior written consent (not to be unreasonably withheld or delayed) of the Licensor; and

2.6.2 the rights acquired by the Transferee relating to the Use of the Embedded Third Party IPRs and/or the Hosting Supplier's Background IPRs shall not extend beyond those previously enjoyed by the Authority.

PART C

REDACTED

End of schedule