



Cabinet Office  
1 Horse Guards Road  
London  
SW1A 2HQ

Darwood IP Ltd  
47 Butt Road  
Colchester  
Essex  
CO3 3BZ

20 May 2020

Dear [REDACTED],

**RE: BlueSky/Remora Contract Letter**

We refer to our Letter of Commitment dated 27 March 2020 and the consultancy work carried out by Darwood IP Ltd ("**Darwood**") in accordance with that Letter of Commitment for the purposes of the Ventilator Challenge Project ("**the Project**").

This letter sets out the terms for the conclusion of your involvement in the Project. Please confirm your agreement to these terms by counter signing and returning a copy of this letter following which we shall arrange for the final payment below to be made to you in full and final settlement of all or any sums due to Darwood in connection with the Project.

It is agreed between us that:

- 1 The Cabinet Office and Darwood have agreed that the sum of £79,468.77 (seventy nine thousand and four hundred and sixty eight pounds and seventy seven pence) is payable to Darwood for costs in connection with the Project as set out in the invoices listed at Schedule 1 of this letter and attached to the covering email.
- 2 On the basis that Darwood meets its obligations as set out in this letter, the Cabinet Office shall pay to Darwood within 5 days of you returning a signed and dated copy of this letter the sum of £79,468.77 in respect of the balance due to Darwood. This payment shall represent the satisfaction of all sums due to Darwood howsoever arising in connection with the Project.
- 3 All intellectual property rights of any nature in any designs, inventions, materials or other results generated by or for Darwood from 16 March 2020 until 14 April 2020 for or in connection with the performance of work on the Project ("**Results**"), including

without limitation any registered intellectual property rights or any application for such registration, will vest in the Cabinet Office.

- 4 Darwood hereby assigns (with full title guarantee and free from all third-party rights) all intellectual property rights in the Results to the Cabinet Office and shall take all necessary measures to secure that vesting. On request, Darwood shall demonstrate to the Cabinet Office's reasonable satisfaction that, where it has sub-contracted work relating to the Project, it has secured that vesting in the work performed by its sub-contractors.
- 5 Darwood shall deliver up to the Cabinet Office all Results and other deliverables developed in connection with the Project, including Computer Aided Design (CAD) files, scientific modelling works and scientific reports.
- 6 Darwood, to the extent it is aware at the date of counter-signing this letter, and having not been required to carry out any relevant searches or make any relevant enquiries, shall notify the Cabinet Office (and provide reasonable details) of:
  - a. any registered intellectual property rights or application for registered intellectual property rights forming part of and/or relating to the Results;
  - b. any invention or design which may be the subject of a patent or registered design (or application therefor) owned by a third party which appears to be relevant to the use by the Cabinet Office of anything assigned or delivered under this letter;
  - c. any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property rights (including technical information) required for the subsequent use by the Cabinet Office of anything assigned or delivered under this letter; and
  - d. any allegation of infringement of intellectual property rights made against Darwood or its sub-contractors and which pertains to the Project or subsequent use by the Cabinet Office of anything required to be assigned or delivered under this letter.
- 7 Darwood warrants that other than any information provided by it in accordance with paragraph 6 above, it is not aware of any restriction on the use of the Results, but otherwise it makes no representation and gives no warranty that the Results do not infringe any third-party intellectual property rights.
- 8 Darwood acknowledges that the Results comprise intellectual property and confidential information belonging to the Cabinet Office, and that they may not be further used or disclosed without prior written permission.

- 9 The Cabinet Office acknowledges receipt of Darwood's request for a licence to commercialise the Results. We confirm that the Cabinet Office will give reasonable consideration to granting a non-exclusive licence of such intellectual property rights (and related BlueSky rights owned by the Cabinet Office) to Darwood on fair and reasonable terms to be agreed in writing.
- 10 The Cabinet Office may request a licence of any intellectual property rights owned by Darwood which are necessary to use and/or commercialise the Results. Following any such request, Darwood will give reasonable consideration to granting a non-exclusive licence of such intellectual property rights to the Cabinet Office on fair and reasonable terms to be agreed in writing.
- 11 The agreement set out in this letter shall be governed by and construed in accordance with the law of England and Wales.

Please confirm your agreement to the terms set out above by signing and dating this letter below and returning a copy to [REDACTED] via reply to the covering email by 23 May 2020.

Yours sincerely,

[REDACTED]

[REDACTED]

Government Chief Commercial Officer

For and on behalf of the Cabinet Office

I, [REDACTED] for and on behalf of Darwood IP Ltd hereby agree to and accept the terms set out in this letter.

Signed:

[REDACTED]

Dated: .....20th..... May 2020

## Schedule 1 - Darwood IP Ltd Costs

All invoices attached to the covering email.

### Invoices Received (£79,468.77)

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

