

# **Schedule 27**

## **Intellectual Property Rights**

## Schedule 27: Intellectual Property Rights

### 1 Intellectual Property Rights – General Provisions

- 1.1 Except as expressly provided for in this Contract or otherwise agreed in writing:
- 1.1.1 the Authority does not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, namely:
- (a) the Supplier Software;
  - (b) the Third Party Software;
  - (c) the Third Party IPRs;
  - (d) the Supplier Background IPRs; and
  - (e) any Know-How, trade secrets or Confidential Information of the Supplier contained in any Specially Written Software or Project Specific IPR; and
- 1.1.2 the Supplier does not acquire any right, title or interest in or to the Intellectual Property Rights of the Authority or its licensors, including:
- (a) the Authority Software;
  - (a) the Government Data; and
  - (b) the Authority Background IPRs; and
- 1.1.3 neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks.
- 1.2 Where either Party acquires, by operation of law, ownership of Intellectual Property Rights that is inconsistent with the requirements of this Schedule 27 (*Intellectual Property Rights*), it must assign in writing the Intellectual Property Rights concerned to the other Party on the other Party's request (whenever made).
- 1.3 If the Supplier becomes aware at any time, including after the Term, that, in respect of any Deliverable, the Authority has not received the licences to the Supplier Software, the Third Party Software, the Third Party IPRs and the Supplier Background IPRs required by Paragraphs 2, 3 and 5, the Supplier must, within 10 Working Days notify the Authority:
- 1.3.1 the specific Intellectual Property Rights the Authority has not received licences to; and
- 1.3.2 the Deliverables affected.
- 1.4 Where a patent owned by the Supplier is infringed by the use of the Specially Written Software or Project Specific IPR by the Authority or any Replacement Supplier, the Supplier hereby grants to the Authority and the Replacement Supplier a non-exclusive, irrevocable, royalty-free, worldwide patent licence to use the infringing methods, materials or software.
- 1.5 Unless otherwise agreed in writing, the Supplier will record in the table at Annex 1 to this

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Schedule and keep updated throughout the Term:

1.5.1 any Specially Written Software and Project Specific IPR; and

1.5.2 where:

- (a) the Specially Written Software or Project Specific IPR adapts Supplier Software, Third Party Software, Third Party IPRs, or Supplier Background IPRs; or
- (b) Supplier Software, Third Party Software, Third Party IPRs, or Supplier Background IPRs is embedded in, or forms an integral part of, the Specially Written Software or Project Specific IPR;

full details of the Supplier Software, Third Party Software, Third Party IPRs, or Supplier Background IPRs.

1.6 For the avoidance of doubt:

1.6.1 except as provided for in Paragraph 2.2.3(c)(ii), the expiry or termination of this Contract does not of itself terminate the licences granted to the Authority under Paragraph 2;

1.6.2 the award of this Contract or the ordering of any Deliverables does not constitute an authorisation by the Crown under:

- (a) Sections 55 and 56 of the Patents Act 1977;
- (b) section 12 of the Registered Designs Act 1949; or
- (c) sections 240 to 243 of the Copyright, Designs and Patents Act 1988.

## Option 1

### 1 Ownership and delivery of IPR created under the Contract

1.1 Subject to Paragraph 1.1.1, the Supplier agrees to:

1.1.1 transfer to the Authority, or procure the transfer to the Authority of all Intellectual Property Rights in the Specially Written Software and Project Specific IPRs, including:

- (a) the Documentation, Source Code and the Object Code of the Specially Written Software; and
- (b) all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software,

(together the **Software Supporting Materials**); and

1.1.2 execute all such assignments required to transfer properly any rights in the Specially Written Software and Project Specific IPRs to the Authority.

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- 1.2 The Supplier must deliver to the Authority:
  - 1.2.1 the Specially Written Software;
  - 1.2.2 any software elements of the Project Specific IPR;
  - 1.2.3 relevant Documentation; and
  - 1.2.4 all related Software Supporting Materials,  
within 5 Working Days of:
    - 1.2.5 either:
      - (a) initial release or deployment; or
      - (b) if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone; and
    - 1.2.6 each subsequent release or deployment of the Specially Written Software and any software elements of the Project Specific IPR.
- 1.3 Where the Supplier delivers materials to the Authority under Paragraph 1.2, it must do so in a format specified by the Authority. Where the Authority specifies the material is to be delivered on media, the Authority becomes the owner of the media containing the material on delivery.
- 2 **Use of Supplier or Third Party Non-COTS Software or Non-COTS Background IPR**
  - 2.1 The Supplier must not use any:
    - 2.1.1 Supplier Non-COTS Software; or
    - 2.1.2 Supplier Non-COTS Background IPR;in the provision of the Services or in any Deliverable (including in any Specially Written Software or in the software element of Project Specific IPRs) unless:
    - 2.1.3 in the case of Supplier Non-COTS Software and the software elements of Supplier Non-COTS Background IPR, it is:
      - (a) detailed in section 8 (*Software*) of the Front Sheet; or
      - (b) both:
        - (i) submitted to the Technical Board for review; and
        - (ii) approved by the Authority; and
    - 2.1.4 in the case of non-software elements of Supplier Non-COTS Background IPR, it is approved by the Authority in writing.
  - 2.2 The Supplier must not use any:
    - 2.2.1 Third Party Non-COTS Software; or
    - 2.2.2 Third Party Non-COTS Background IPR,

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in the provision of the Services or in any Deliverable (including in any Specially Written Software or in the software element of Project Specific IPRs) unless:

- 2.2.3 in the case of Third Party Non-COTS Software and the software elements of Third Party Non-COTS Background IPR, it is:
- (a) detailed in section 8 (*Software*) of the Front Sheet; or
  - (b) both:
    - (i) submitted to the Technical Board for review; and
    - (ii) approved by the Authority; and
  - (c) one of the following conditions is met:
    - (i) the owner or an authorised licensor of the relevant IPR has granted the Authority a direct licence on the terms equivalent to those set out in Paragraph 5; or
    - (ii) if the Supplier cannot, after commercially reasonable endeavours, meet the condition in Paragraph 2.2.3(c)(i), all the following conditions are met:
      - (A) the Supplier has notified the Authority in writing giving details of:
        - (1) what licence terms can be obtained from the relevant third party; and
        - (2) whether there are providers which the Supplier could seek to use and the licence terms obtainable from those third parties;
      - (B) the Authority approves the licence terms of one of those third parties; and
      - (C) the owner and authorised licensor of the Third Party IPR has granted a direct licence of the Third Party IPR to the Authority on those terms; or
    - (iii) if the Supplier cannot meet the conditions in Paragraphs 2.2.3(c)(i) and 2.2.3(c)(ii), the Authority has provided written approval to use the relevant IPR without a licence, with reference to the acts authorised and the specific IPR involved; or
- 2.2.4 in the case of non-software elements of Third-Party Non-COTS Background IPR, it is approved by the Authority in writing.

### 3 Use of Supplier or Third Party COTS Software or COTS Background IPR

3.1 The Supplier must not use any:

3.1.1 Supplier COTS Software;

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3.1.2 Supplier COTS Background IPR;

3.1.3 Third Party COTS Software; or

3.1.4 Third Party COTS Background IPR,

in the provision of the Services (including in any Specially Written Software or in the software element of Project Specific IPRs) unless:

3.1.5 in the case of Supplier COTS Software, Third Party COTS Software and the software elements of Supplier COTS Background IPR and Supplier COTS Background IPR, it is either:

(a) detailed in section 8 (*Software*) of the Front Sheet; or

(b) both:

(i) submitted to the Technical Board for review; and

(ii) approved by the Authority; and

3.1.6 all the following conditions are met:

(a) the Supplier has provided the Authority with the applicable terms for the IPRs (which must be at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available); and

(b) the Authority has not (in its absolute discretion) rejected those licence terms within 10 Working Days of the date on which they were provided to the Authority.

## 4 Licences granted by the Authority

4.1 The Authority grants the Supplier a licence to the

4.1.1 the Project-Specific IPR;

4.1.2 the Specially Written Software;

4.1.3 the Authority Software;

4.1.4 the Government Data; and

4.1.5 the Authority Background IPRs

that:

4.1.6 is non-exclusive, royalty-free and non-transferable;

4.1.7 is sub-licensable to any Sub-contractor where

(a) the Sub-contractor enters into a confidentiality undertaking with the Supplier on the same terms as set out in Annex 2 to this Schedule; and

(b) the sub-licence does not purport to provide the sub-licensee with any wider rights than those granted to the Supplier under this Paragraph;

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- 4.1.8 allows the Supplier and any sub-licensee to use, copy and adapt any licensed IPRs for the purpose of fulfilling its obligations under this Contract; and
- 4.1.9 terminates at the later of:
  - (a) the expiry of the Term; or
  - (b) the end of any Termination Assistance Period.
- 4.2 When the licence granted under Paragraph 4.1 terminates, the Supplier must, and must ensure that each Sub-contractor granted a sub-licence under Paragraph 4.1.7:
  - 4.2.1 immediately cease all use of the licensed IPR;
  - 4.2.2 either:
    - (a) at the discretion of the Authority, return or destroy documents and other tangible materials that contain any of the licensed IPR; or
    - (b) if the Authority has not made an election within six months of the termination of the licence, destroy the documents and other tangible materials that contain any of the licensed IPR; and
  - 4.2.3 ensure, so far as reasonably practicable, that any licensed IPR held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier.

## 5 Licences in respect of Supplier Non-COTS Software and Supplier Non-COTS Background IPR

- 5.1 Subject to the Authority approving the use of Supplier Non-COTS Software and Supplier Non-COTS Background IPR under Paragraph 2, the Supplier grants the Authority a Supplier Existing IPR Licence on the terms set out in Paragraph 5.3 in respect of each Deliverable where:
  - 5.1.1 the Supplier Non-COTS Software and Supplier Non-COTS Background IPR is embedded in the Deliverable;
  - 5.1.2 the Supplier Non-COTS Software and Supplier Non-COTS Background IPR is necessary for the Authority to use the Deliverable for any of the purposes set out in Paragraph 5.4; or
  - 5.1.3 the Deliverable is a customisation or adaptation of Supplier Non-COTS Software and Supplier Non-COTS Background IPR.
- 5.2 The categories of Supplier Non-COTS Software and Supplier Non-COTS Background IPR set out in Paragraph 5.1 are mutually exclusive.
- 5.3 The Supplier Existing IPR Licence granted by the Supplier to the Authority is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable, worldwide licence that:
  - 5.3.1 in the case of Supplier Non-COTS Software and Supplier Non-COTS

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Background IPR embedded in a Deliverable:

- (a) has no restriction on the identity of any transferee or sub-licensee;
- (b) is sub-licensable for any of the purposes set out in Paragraph 5.4;
- (c) allows the Authority and any transferee or sub-licensee to use, copy and adapt the Supplier Non-COTS Software and Supplier Non-COTS Background IPR for any of the purposes set out in Paragraph 5.4; and

5.3.2 in the case of Supplier Non-COTS Software and Supplier Non-COTS Background IPR that is necessary for the Authority to use the Deliverable for its intended purpose or has been customised or adapted to provide the Deliverable:

- (a) allows the Authority and any transferee or sublicensee to use and copy, but not adapt, disassemble or reverse engineer the relevant Supplier Non-COTS Software and Supplier Non-COTS Background IPR for any of the purposes set out in Paragraph 5.4;
- (b) is transferrable to only:
  - (i) a Crown Body;
  - (ii) any body (including any private sector body) that performs or carries out any of the functions or activities that the Authority had previously performed or carried out; or
  - (iii) a person or organisation that is not a direct competitor of the Supplier, where that transferee:
    - (A) enters into a direct arrangement with the Supplier in the form set out in Annex 2 to this Schedule; or
    - (B) enters into a confidentiality arrangement with the Authority in terms equivalent to those set out in set out in Clause 19 (*Confidentiality*);
- (c) is sub-licensable to the Replacement Supplier (including where the Replacement Supplier is a competitor of the Supplier) where the Replacement Supplier:
  - (i) enters into a direct arrangement with the Supplier in the form set out in Annex 2 to this Schedule; or
  - (ii) enters into a confidentiality arrangement with the Authority in terms equivalent to those set out in set out in Clause 19 (*Confidentiality*);

5.3.3 includes a perpetual, royalty-free, non-exclusive licence to use, copy and adapt any Know-How, trade secrets or Confidential Information of the Supplier contained within any Supplier Non-COTS Software and Supplier Non-COTS Background IPR;

5.3.4 continues in effect following the expiry or earlier termination of this Contract;

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and

5.3.5 is subject to the restrictions that:

- (a) no sub-licence granted to the Supplier Non-COTS Software and Supplier Non-COTS Background IPR shall purport to provide the sub- licensee with any wider rights than those granted to the Authority under this Paragraph; and
- (b) any transferee or sublicensee of the Supplier Non-COTS Software and Supplier Non-COTS Background IPR must either:
  - (i) enter into a direct arrangement with the Supplier in the form set out in Annex 2 to this Schedule; or
  - (ii) enter into a confidentiality arrangement with the Authority in terms equivalent to those set out in set out in Clause 19 (*Confidentiality*).

5.4 For the purposes of Paragraphs 5.1 and 5.3, the relevant purposes are:

5.4.1 to allow the Authority or any End User to receive and use the Deliverables;

5.4.2 to commercially exploit (including by publication under Open Licence) the Project Specific IPR, Specially Written Software and Software Supporting Materials; and

5.4.3 for any purpose relating to the exercise of the Authority's (or, if the Authority is a Public Sector Body, any other Public Sector Body's) business or function.

5.5 Where the legal status of the Authority changes, such that it ceases to be a Crown Body:

5.5.1 the Supplier Existing IPR Licence is unaffected; and

5.5.2 any successor body of the Authority that is a Crown Body shall have the benefit of the Supplier Existing IPR Licence.

5.6 Where the Supplier Existing IPR Licence is transferred under Paragraph 5.3.1(a) or 5.3.2(b) or there is a change in the Authority's legal status to which Paragraph 5.5 applies, the transferee or successor body do not acquire any wider rights than those granted to the Authority under this Paragraph.

## 6 **Open Licence Publication**

6.1 Subject to Paragraph 6.8, the Supplier agrees that the Authority may at its sole discretion publish under Open Licence all or part of the Project Specific IPR, the Specially Written Software or the Software Supporting Materials.

6.2 The Supplier warrants that:

6.2.1 the Project Specific IPR, the Specially Written Software or the Software Supporting Materials are suitable for release under Open Licence;

6.2.2 in developing Project Specific IPR, the Specially Written Software or the Software Supporting Materials it has used reasonable endeavours to ensure

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that:

- (a) the publication by the Authority will not:
  - (i) allow a third party to use them in to compromise the operation, running or security of the Specially Written Software, the Project Specific IPRs, the Authority System or the Supplier System;
  - (ii) cause any harm or damage to any party using them; or
  - (iii) breach the rights of any third party; and
- (b) they do not contain any material which would bring the Authority into disrepute if published.

6.3 The Supplier must not include in the Project Specific IPR, the Specially Written Software or the Software Supporting Materials provided for publication by Open Licence any Supplier Software, Supplier Background IPR, or Know-How, trade secrets or Confidential Information of the Supplier contained in any Specially Written Software or Project Specific IPR unless the Supplier consents to:

6.3.1 their publication by the Authority under Open Licence; and

6.3.2 their subsequent licence and treatment as Open Licence under the terms of the licence chosen by the Authority.

6.4 The Authority will not be liable in the event that any Supplier Software, Supplier Background IPR, or Know-How, trade secrets or Confidential Information of the Supplier contained in any Specially Written Software or Project Specific IPR is included in the Open Licence Publication Material published by the Authority

6.5 The Supplier must supply any or all the Project Specific IPR, the Specially Written Software or the Software Supporting Materials in a format (whether it is provided in any other format or not) suitable for publication under an Open Licence (the **Open Licence Publication Material**) within 30 Working Days of written request from the Authority (**Authority Open Licence Request**).

6.6 The Supplier may within 15 Working Days of Authority Open Licence Request under Paragraph 6.5 request in writing that the Authority excludes all or part of:

6.6.1 the Project Specific IPR, the Specially Written Software or the Software Supporting Materials Items; or

6.6.2 the Supplier Software, the Third Party Software, the Third Party IPRs, the Supplier Background IPRs, or any Know-How, trade secrets or Confidential Information of the Supplier contained in any Specially Written Software or Project Specific IPR that would otherwise be included in the Open Licence Publication Material supplied to the Authority pursuant to Paragraph 6.5,

from Open Licence publication.

6.7 The Supplier's request under Paragraph 6.5 must include the Supplier's assessment of the impact the Authority's agreeing to the request would have on its ability to publish other Project Specific IPR, Specially Written Software or Software Supporting Materials

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under an Open Licence.

- 6.8 Any decision to Approve any such request from the Supplier under Paragraph 6.5 shall be at the Authority's sole discretion, not to be unreasonably withheld or delayed, or made subject to unreasonable conditions.

## Annex 1: Project Specific IPR and Specially Written Software

Name of Project Specific IPR	Details

Name of Specially Written Software	Details

Name of adapted or embedded Supplier Software, Third Party Software, Third Party IPRs, or Supplier Background IPRs	Details

## Annex 2: Form Of Confidentiality Undertaking

### CONFIDENTIALITY AGREEMENT

**THIS AGREEMENT** is made on [date] 20

**BETWEEN:**

- (1) [insert name] of [insert address] (the “**Sub-licensee**”); and
- (2) [insert name] of [insert address] (the “**Supplier**” and together with the Supplier, the “**Parties**”).

**WHEREAS:**

- (A) The Secretary of State for the Home Department (the “**Authority**”) and the Supplier are party to a contract dated [insert date] (the “**Contract**”) for the provision by the Supplier of Private Sector Partner (PSP) for the Accelerated capability Environment (ACE) to the Authority.
- (B) The Authority wishes to grant a sub-licence to the Sub-licensee in respect of certain software and intellectual property rights licensed to the Authority pursuant to the Contract (the “**Sub-licence**”).
- (C) It is a requirement of the Contract that, before the Authority grants such sub-licence to the Sub-licensee, the Sub-licensee execute a confidentiality agreement in favour of the Supplier in or substantially in the form of this Agreement to protect the Confidential Information of the Supplier.

**IT IS AGREED as follows:**

**1 Interpretation**

1.1 In this Agreement, unless the context otherwise requires:

<b>“Confidential Information”</b>	means: <ul style="list-style-type: none"><li>(a) Information, including all personal data within the meaning of the Data Protection Act 2018, and however it is conveyed, provided by the Authority to the Sub-licensee pursuant to or in connection with the Sub-licence that relates to:<ul style="list-style-type: none"><li>(i) the Supplier; or</li><li>(ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Supplier;</li></ul></li><li>(b) the source code and the object code of the software sub-licensed to the Sub-licensee pursuant to the Sub-licence together with build information, relevant design</li></ul>
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	<p>and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation supplied by the Supplier to the Authority pursuant to or in connection with the Sub-licence;</p> <p>(c) other Information provided by the Authority pursuant to this Agreement to the Sub-licensee that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential which comes (or has come) to the Sub-licensee’s attention or into the Sub-licensee’s possession in connection with the Sub-licence; and</p> <p>(d) Information derived from any of the above, but not including any Information that:</p> <p>(a) was in the possession of the Sub-licensee without obligation of confidentiality prior to its disclosure by the Authority;</p> <p>(b) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or</p> <p>(c) was independently developed without access to the Information;</p>
<p><b>“Information”</b></p>	<p>means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form); and</p>
<p><b>“Sub-licence”</b></p>	<p>has the meaning given to that expression in recital (B) to this Agreement.</p>

1.2 In this Agreement:

- 1.2.1 a reference to any gender includes a reference to other genders;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 the words “include” and cognate expressions shall be construed as if they were immediately followed by the words “without limitation”;
- 1.2.4 references to any statutory provision include a reference to that provision as

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modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;

1.2.5 headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and

1.2.6 references to Clauses are to clauses of this Agreement.

### 1 Confidentiality Obligations

1.3 In consideration of the Authority entering into the Sub-licence, the Sub-licensee shall:

1.3.1 treat all Confidential Information as secret and confidential;

1.3.2 have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);

1.3.3 not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Supplier or except as expressly set out in this Agreement;

1.3.4 not transfer any of the Confidential Information outside the United Kingdom;

1.3.5 not use or exploit any of the Confidential Information for any purpose whatsoever other than as permitted under the Sub-licence;

1.3.6 immediately notify the Supplier in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and

1.3.7 upon the expiry or termination of the Sub-licence:

(b) destroy or return to the Supplier all documents and other tangible materials that contain any of the Confidential Information;

(c) ensure, so far as reasonably practicable, that all Confidential Information held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Sub-licensee) from any computer, word processor, voicemail system or any other device; and

(d) make no further use of any Confidential Information.

### 2 Permitted Disclosures

1.4 The Sub-licensee may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers who:

1.4.1 reasonably need to receive the Confidential Information in connection with the Sub-licence; and

1.4.2 have been informed by the Sub-licensee of the confidential nature of the Confidential Information; and

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- 1.4.3 have agreed to terms similar to those in this Agreement.
- 1.5 The Sub-licensee shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Sub-licensee.
- 1.6 Before making a disclosure pursuant to Clause 2.2, the Sub-licensee shall, if the circumstances permit:
  - 1.6.1 notify the Supplier in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and
  - 1.6.2 ask the court or other public body to treat the Confidential Information as confidential.

### 3 General

- 1.7 The Sub-licensee acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Supplier shall remain with and be vested in the Supplier.
- 1.8 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:
  - 1.8.1 to grant the Sub-licensee any licence or rights other than as may be expressly stated in the Sub-licence;
  - 1.8.2 to require the Supplier to disclose, continue disclosing or update any Confidential Information; or
  - 1.8.3 as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of the Sub-licence.
- 1.9 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 1.10 Without prejudice to any other rights or remedies that the Supplier may have, the Sub-licensee acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Sub-licensee of any of the provisions of this Agreement. Accordingly, the Sub-licensee acknowledges that the Supplier shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.
- 1.11 The maximum liability of the Sub-licensee to the Supplier for any breach of this Agreement shall be limited to ten million pounds (£10,000,000).
- 1.12 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties has the right to enforce the terms of this Agreement.

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- 1.13 Each Party shall be responsible for all costs incurred by it or on its behalf in connection with this Agreement.
- 1.14 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

**4 Notices**

1.15 Any notice to be given under this Agreement (each a “**Notice**”) shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in Clause 4.2.

1.16 Any Notice:

1.16.1 if to be given to the Supplier shall be sent to:

[Address]

Attention: [Contact name and/or position, e.g. “The Finance Director”]

1.16.2 if to be given to the Sub-licensee shall be sent to:

[Name of Organisation]

[Address]

Attention: [ ]

**5 Governing law**

1.17 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.

1.18 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

**IN WITNESS** of the above this Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

**For and on behalf of [name of Supplier]**

Signature:

Date:

\_\_\_\_\_

Name:

Position:

For and on behalf of **[name of Sub-licensee]**

Signature:

Date:

\_\_\_\_\_

Name:

Position: