Schedule 6 (Intellectual Property Rights)

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# Part A: Intellectual Property Rights (no ICT Services)

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Option 3

1. General Provisions and Ownership of IPR
   1. Any New IPR created under this Contract is owned by the Supplier.
   2. Each Party keeps ownership of its own Existing IPR.
   3. Where either Party acquires, by operation of law, ownership of Intellectual Property Rights that is inconsistent with Paragraphs 21.1 and 21.2, it must assign in writing the Intellectual Property Rights concerned to the other Party on the other Party’s request (whenever made).
   4. Neither Party has the right to use the other Party’s IPR, including any use of the other Party’s names, logos or trademarks, except as expressly granted elsewhere under this Contract or otherwise agreed in writing.
   5. Except as expressly granted elsewhere under this Contract, neither Party acquires any right, title or interest in or to the IPR owned by the other Party or any third party.
   6. Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR in the table at Annex 1 to this Schedule and keep this updated throughout the Contract Period.
   7. If the Supplier becomes aware at any time, including after the earlier of the End Date or date of termination, that, in respect of any Deliverable, the Buyer has not received the licences to Supplier Existing IPRs or Third Party IPRs required by Paragraphs 22 and 26, the Supplier must, within 10 Working Days notify the Buyer:
      1. the specific Intellectual Property Rights the Buyer has not received licences to; and
      2. the Deliverables affected.
   8. For the avoidance of doubt:
      1. except as provided for in Paragraphs 22.2.2(b)(iii)(A) or 26.1.2(b) and 26.1.2(c), the expiry or termination of this Contract does not of itself terminate the licences granted to the Buyer under Paragraphs 22 and 26;
      2. the award of this Contract or the ordering of any Deliverables does not constitute an authorisation by the Crown under:
         1. Sections 55 and 56 of the Patents Act 1977;
         2. section 12 of the Registered Designs Act 1949; or
         3. sections 240 to 243 of the Copyright, Designs and Patents Act 1988.
2. Licences in respect of New IPR and Supplier Existing IPR
   1. The Supplier grants the Buyer a Supplier New and Existing IPR Licence on the terms set out in Paragraph 22.2.
   2. The Supplier New and Existing IPR Licence granted by the Supplier to the Buyer is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable, worldwide licence that:
      1. in the case of New IPR and Supplier Existing IPR embedded in a Deliverable:
         1. allows the Buyer, any transferee or any sublicensee to use, copy and adapt, the New IPR and Supplier Existing IPR;
         2. has no restriction on the identity of any transferee or sublicensee;
      2. in the case of New IPR and Supplier Existing IPR is necessary for the Buyer or any End User to use the Deliverable and:
         1. allows the Buyer, any transferee or any sublicensee to use and copy but not disassemble or reverse engineer adapt the relevant New IPR and Supplier Existing IPR;
         2. is transferrable to only:
            1. a Crown Body;
            2. any body (including any private sector body) that performs or carries out any of the functions or activities that the Buyer had previously performed or carried out; or
            3. a person or organisation that is not a direct competitor of the Supplier and that transferee either:

enters into a direct arrangement with the Supplier in the form set out in Annex 2; or

enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 *(What you must keep confidential)*;

* + - 1. is sub-licensable to the Replacement Supplier (including where the Replacement Supplier is a competitor of the Supplier), where the Replacement Supplier:
         1. enters into a direct arrangement with the Supplier in the form set out in Annex 2; or
         2. enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 *(What you must keep confidential)*;
    1. in the case of New IPR that is used to provide the Deliverable:
       1. allows the Buyer, any transferee and any sublicensee to use and copy, but not adapt, disassemble or reverse engineer the relevant New IPR and Supplier Existing IPRs to the extent necessary for the Buyer, transferee or sublicensee to receive or use the Deliverable;
       2. has no restriction on the identity of any transferee or sublicensee.
    2. in the case of Supplier Existing IPR where the Deliverable is a is a customisation or adaptation of Supplier Existing IPR:
       1. allows the Buyer, any transferee and any sublicensee to use, copy, but not adapt, disassemble or reverse engineer the relevant Supplier Existing IPRs to the extent necessary for the Buyer, transferee or sublicensee to receive or use the Deliverable;
       2. is transferrable to only:
          1. a Crown Body;
          2. any body (including any private sector body) that performs or carries out any of the functions or activities that the Buyer had previously performed or carried out; or
          3. a person or organisation that is not a direct competitor of the Supplier and that transferee either:

enters into a direct arrangement with the Supplier in the form set out in Annex 2; or

enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 *(What you must keep confidential)*;

* + - 1. is sub-licensable to the Replacement Supplier (including where the Replacement Supplier is a competitor of the Supplier), where the Replacement Supplier:
         1. enters into a direct arrangement with the Supplier in the form set out in Annex 2; or
         2. enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 *(What you must keep confidential)*.
  1. The Supplier New and Existing IPR Licence provided for under Paragraph 22.2 is subject to the restriction that no transfer or sublicence of the Supplier New IPR and Supplier Existing IPR shall purport to grant to the transferee or sub-licensee (as applicable) any wider rights than those granted to the Buyer under this Paragraph.
  2. Where the legal status of the Buyer changes, such that it ceases to be a Crown Body:
     1. the Supplier New and Existing IPR Licence is unaffected; and
     2. any successor body of the Buyer that is a Crown Body shall have the benefit of the Supplier New and Existing IPR Licence.
  3. The termination or expiry of this Contract does not terminate the Supplier New and Existing IPR Licence.

1. Buyer approval for Supplier to exploit Buyer Existing IPR
   1. Before using, copying or adapting any Buyer Existing IPR for any purpose other than fulfilling its obligations under this Contract, the Supplier must seek the approval of the Buyer in accordance with the provisions of this Paragraph.
   2. The Buyer may terminate any licence it grants under this Paragraph by notice in writing with immediate effect where the Supplier breaches any condition in the licence.
   3. The Supplier must provide a proposal setting out:
      1. the purpose for which it proposes to use the Buyer Existing IPR;
      2. the activities the Supplier proposes to undertake with or in respect of the Buyer Existing IPR;
      3. any licence the Supplier requests in respect of Buyer Existing IPR; and
      4. such further information as the Buyer may reasonably require to properly consider the proposal.
   4. The Buyer may only refuse the Supplier’s proposal where it considers that if the Supplier were to implement the proposal it would harm:
      1. the Buyer’s reputation; or
      2. the Buyer’s interests.
   5. Where the Buyer has not:
      1. approved or declined the proposal; or
      2. required further information,

within 20 Working Days of the later of:

* + 1. the date the proposal was first provided to the Buyer; or
    2. the date on which further information was provided to the Buyer,

then the proposal is, for the purposes of this Contract, approved.

1. Licences granted by the Buyer
   1. Subject to Paragraph 23, the Buyer grants the Supplier a licence to the Buyer Existing IPR that is perpetual, non-exclusive, royalty-free and non-transferable;
      1. is sub-licensable to any Sub-contractor where:
         1. the Sub-contractor enters into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 19 *(What you must keep confidential)*; and
         2. the sub-licence does not purport to provide the sub-licensee with any wider rights than those granted to the Supplier under this Paragraph;
      2. allows the Supplier and any sub-licensee to use, copy and adapt any Buyer Existing IPR for the purpose of:
         1. fulfilling its obligations under this Contract; and
         2. commercially exploit the New IPR.
2. Provision of information on New IPR
   * 1. The Buyer may, at any time, require the Supplier to provide information on:
     2. the purposes, other than for the purposes of this Contract, for which the Supplier uses New IPR; and
     3. the activities the Supplier undertakes, other than under this Contract, with or in respect of the New IPR.
   1. The Supplier must provide the information required by the Buyer:
      1. within twenty (20) Working Days of the date of the requirement; and
      2. in the form and with the content specified by the Buyer.
3. Licences in respect of Third-party IPR
   1. The Supplier shall not use in the delivery of the Deliverables any Third Party IPR unless:
      1. Approval is granted by the Buyer; and
      2. one of the following conditions is met:
         1. the owner or an authorised licensor of the relevant Third Party IPR has granted a direct Third Party IPR Licence on the terms set out in Paragraph 22.2;
         2. if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a Third Party IPR Licence as set out in Paragraph (a), all the following conditions are met:
            1. the Supplier has notified the Buyer in writing giving details of:

what licence terms can be obtained from the relevant third party; and

whether there are providers which the Supplier could seek to use and the licence terms obtainable from those third parties;

* + - * 1. the Buyer has agreed to accept the licence terms of one of those third parties; and
        2. the owner and authorised licensor of the Third Party IPR has granted a direct licence of the Third Party IPR to the Buyer on those terms; or
      1. the Buyer has provided authorisation to the use of the Third Party IPR in writing, with reference to the acts authorised and the specific IPR involved.
  1. The Third Party IPR licence referred to in Paragraph 26.1 is the licence set out in Paragraph 22.2 as if:
     1. the term Third Party IPR were substituted for the term New IPR or Supplier Existing IPR; and
     2. the term third party were substituted for the term Supplier,

in each place they occur.

1. Patents
   1. Where a patent owned by the Supplier is infringed by the use of the New IPR by the Buyer or any Replacement Supplier, the Supplier hereby grants to the Buyer and the Replacement Supplier a non-exclusive, irrevocable, royalty-free, worldwide patent licence to use the infringing methods, materials or software.

# Part B: Intellectual Property Rights (ICT Services)

Not used