**SECTION E – SUPPLIER PERSONNEL AND SUPPLY CHAIN**

# SUPPLIER PERSONNEL

## The Supplier shall:

### provide in advance of any admission to Netlink Star Premises a list of the names of all Supplier Personnel and prospective Supplier personnel it intends to engage in the provision of the Services or performance of the Supplier’s obligations under this Agreement, and shall promptly update the list as necessary. In particular, the list shall specify the names of all Supplier Personnel requiring admission to Netlink Star Premises, specifying the capacity in which they require admission and giving such other particulars as Netlink Star may reasonably require;

### ensure that all Supplier Personnel:

#### are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;

#### are vetted in accordance with the Supplier’s staff vetting procedures as amended from time to time (which shall, in any event, be of a standard that is no less strict than Good Industry Practice) and, where applicable, the security requirements set out in Schedule 2.1 (Services Description), Schedule 2.6 (Security Management);

#### that were employed or engaged by the Supplier prior to the Effective Date were vetted and recruited on the basis that is equivalent to and no less strict than the Supplier’s staff vetting procedures in effect at the date upon which they were employed (which shall, in any event, be of a standard that is no less strict than Good Industry Practice); and

#### comply with all reasonable requirements of Netlink Star concerning conduct at Netlink Star Premises, including the security requirements as set out in Schedule 2.6 (Security Management);

### subject to Schedule 11 (Staff Transfer), retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of Netlink Star;

### be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Agreement shall be a Default by the Supplier;

### use all reasonable endeavours to minimise the number of changes in Supplier Personnel;

### replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;

### bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and

### procure that the Supplier Personnel shall vacate Netlink Star Premises immediately upon the termination or expiry of this Agreement.

## If Netlink Star reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Agreement, it may:

### refuse admission to the relevant person(s) to Netlink Star Premises; and/or

### direct the Supplier to end the involvement in the provision of the Services of the relevant person(s).

Key Personnel

## The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Term. Schedule 9.1 (Key Personnel) lists the Key Roles and names of the persons who the Supplier shall appoint to fill those Key Roles at the Effective Date.

## Netlink Star may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Personnel.

## The Supplier shall not remove or replace any Key Personnel (including when carrying out Exit Management) unless:

### requested to do so by Netlink Star;

### the person concerned resigns, retires or dies or is on maternity or long-term sick leave;

### the person’s employment or contractual arrangement with the Supplier or a Subcontractor is terminated for material breach of contract by the employee; or

### the Supplier obtains Netlink Star’s prior written consent (such consent not to be unreasonably withheld or delayed).

## The Supplier shall:

### notify Netlink Star promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);

### ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

### give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel’s employment contract, this will mean at least sixty (60) Working Days’ notice;

### ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the performance of the Services; and

### ensure that any replacement for a Key Role:

#### has a level of qualifications and experience appropriate to the relevant Key Role; and

#### is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

Employment Indemnity

## The Parties agree that:

### the Supplier shall both during and after the Term indemnify Netlink Star against all Employee Liabilities that may arise as a result of any claims brought against Netlink Star by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel; and

### Netlink Star shall both during and after the Term indemnify the Supplier against all Employee Liabilities that may arise as a result of any claims brought against the Supplier by any person where such claim arises from any act or omission of Netlink Star or any of Netlink Star’s employees, agents, consultants and contractors.

Income Tax and National Insurance Contributions

## Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Agreement, the Supplier shall:

### at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and

### indemnify Netlink Star against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Supplier Personnel.

Staff Transfer

## The Parties agree that:

### where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers of Transferring Former Supplier Employees, Part B of Schedule 11 (Staff Transfer) shall not apply and Part C of Schedule 11 (Staff Transfer) shall not apply;

### where commencement of the provision of the Services or a part of the Services does not result in a Relevant Transfer, Part C of Schedule 11 (Staff Transfer) shall apply and Part B of Schedule 11 (Staff Transfer) shall not apply; and

### Part D of Schedule 11 (Staff Transfer) shall apply on the expiry or termination of the Services or any part of the Services.

# SUPPLY CHAIN RIGHTS AND PROTECTIONS

Appointment of Sub-contractors

## The Supplier shall exercise due skill and care in the selection and appointment of any Subcontractors to ensure that the Supplier is able to:

### manage any Sub-contractors in accordance with Good Industry Practice;

### comply with its obligations under this Agreement in the delivery of the Services; and

### in the case of the selection and appointment of New Sub-contractors only, assign, novate or otherwise transfer to Netlink Star or any Replacement Supplier any of its rights and/or obligations under each Sub-contract that relates exclusively to this Agreement.

## Prior to sub-contracting any of its obligations under this Agreement, the Supplier shall notify Netlink Star in writing of:

### the proposed Sub-contractor’s name, registered office and company registration number;

### the scope of any Services to be provided by the proposed Sub-contractor; and

### where the proposed Sub-contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of Netlink Star that the proposed Sub-contract has been agreed on “arm’s-length” terms.

## If requested by Netlink Star within ten (10) Working Days of receipt of the Supplier’s notice issued pursuant to clause 17.2, the Supplier shall also provide:

### in the case of a Sub-contract with a New Sub-contractor, a copy of the proposed Sub-contract; and

### any further information reasonably requested by Netlink Star,

### together the “**Sub-contractor Information**”. The Supplier may redact commercially sensitive information (e.g. pricing) in the Sub-contractor Information.”

## Netlink Star may, within ten (10) Working Days of receipt of the Supplier’s notice issued pursuant to clause 17.2 (or, if later, receipt of any further information requested pursuant to clause 17.3), object to the appointment of the relevant Sub-contractor where that Sub-contractor is a New Sub-contractor and if it considers that:

### the appointment of a proposed New Sub-contractor may prejudice the provision of the Services and/or may be contrary to the interests of Netlink Star;

### the proposed New Sub-contractor is unreliable and/or has not provided reasonable services to its other customers;

### the proposed New Sub-contractor employs unfit persons; and/or

### the proposed New Sub-contractor should be excluded in accordance with clause 17.18,

in which case, the Supplier shall not proceed with the proposed appointment.

## If:

### Netlink Star has not notified the Supplier that it objects to the proposed Subcontractor’s appointment by the later of ten (10) Working Days of receipt of:

#### the Supplier’s notice issued pursuant to clause 17.1; and

#### any further information requested by Netlink Star pursuant to clause 17.3; and

### the proposed Sub-contract is not a Key Sub-contract (which shall require the written consent of Netlink Star in accordance with clause 17.6 (Appointment of Key Sub-contractors),

the Supplier may proceed with the proposed appointment.

Appointment of Key Sub-contractors

## Where the Supplier wishes to enter into a Key Sub-contract or replace a Key Sub-contractor, it must obtain the prior written consent of Netlink Star, such consent not to be unreasonably withheld or delayed. For these purposes, Netlink Star may withhold its consent to the appointment of a Key Sub-contractor if it reasonably considers that:

### the appointment of a proposed Key Sub-contractor may prejudice the provision of the Services or may be contrary to the interests of Netlink Star;

### the proposed Key Sub-contractor is unreliable and/or has not provided reasonable services to its other customers; and/or

### the proposed Key Sub-contractor employs unfit persons.

## Netlink Star consents to the appointment of the Key Sub-contractors listed in Schedule 4.3 (Notified Key Sub-contractors*)*.

## Except where Netlink Star has given its prior written consent, the Supplier shall ensure that each Key Sub-contract shall include:

### provisions which will enable the Supplier to discharge its obligations under this Agreement;

### a right under CRTPA for Netlink Star to enforce any provisions under the Key Sub-contract which are capable of conferring a benefit upon Netlink Star;

### a provision enabling Netlink Star to enforce the Key Sub-contract as if it were the Supplier;

### in the case of a Key Sub-contract with a New Sub-contractor, a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-contract to Netlink Star or any Replacement Supplier without restriction (including any need to obtain any consent or approval) or payment by Netlink Star;

### obligations no less onerous on the Key Sub-contractor than those imposed on the Supplier under this Agreement in respect of:

#### data protection requirements set out in clauses 23 (Netlink Star Data and Security Requirements) and 26 (Protection of Personal Data);

#### FOIA requirements set out in clause 25 (Freedom of Information);

#### the obligation not to embarrass Netlink Star or otherwise bring Netlink Star into disrepute set out in clause 5.5.14 (Services);

#### the keeping of records in respect of the services being provided under the Key Sub-contract; and

#### the conduct of Audits set out in Part C of Schedule 7.6 (Financial Reports and Audit Rights);

### provisions enabling the Supplier to terminate the Key Sub-contract on notice on terms no more onerous on the Supplier than those imposed on Netlink Star under clauses 36.1 (Termination by Netlink Star) and 37.4 (Payments by Netlink Star) and Clause 37(Consequences of Termination) of this Agreement;

### a provision restricting the ability of the Key Sub-contractor to sub-contract all or any part of the services provided to the Supplier under the Key Sub-contract without first seeking the written consent of Netlink Star;

### a provision enabling the Supplier or Netlink Star to appoint a Remedial Adviser on substantially the same terms as are set out in clause 32 *(*Remedial Adviser);

### a provision enabling the Supplier, Netlink Star or any other person on behalf of Netlink Star to step-in on substantially the same terms as are set out in clause 33 *(*Step-In Rights);

### a provision requiring the Key Sub-contractor to participate in, and if required by Netlink Star in the relevant Multi-Party Procedure Initiation Notice to procure the participation of all or any of its Sub-contractors in, the Multi-Party Dispute Resolution Procedure;

### not used;

### provisions which require the Key Sub-contractor to notify Netlink Star promptly in writing of any material non-payment or late payment of any sums properly due to the Key Sub-contractor from the Supplier under the Key Sub-contract, under a specified valid invoice and not subject to a genuine dispute;

### a provision obliging the Key Sub-contractor to test its own service continuity plan on a regular basis and in any event not less than once in every Contract Year; and

### a provision requiring the Key Sub-contractor to have in place an appropriate exit and migration plan which enables it to comply (and will enable the Supplier to comply) with the requirements of this Agreement, to put such plan into effect on any termination (however arising) or expiry of the Key Sub-contract, and otherwise to ensure that any such termination or expiry will not affect the continuity of the Services.

## The Supplier shall not terminate or materially amend the terms of any Key Sub-contract without Netlink Star’s prior written consent, which shall not be unreasonably withheld or delayed.

Supply chain protection

## The Supplier shall ensure that all Sub-contracts (which in this sub-clause includes any contract in the Supplier’s supply chain made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Agreement, and Sub-contractor shall be construed accordingly) contain provisions:

### in the case of a Sub-contract with a New Sub-contractor, giving the Supplier a right to terminate the Sub-contract if the Sub-contractor fails to comply in the performance of the Sub-contract with legal obligations in the fields of environmental, social or labour law;

### requiring the Supplier or other party receiving goods or services under the Subcontract to consider and verify invoices under that Sub-contract in a timely fashion;

### stating that if the Supplier or other party fails to consider and verify an invoice in accordance with clause 17.10.2, the invoice shall be regarded as valid and undisputed for the purpose of clause 17.10.4 after a reasonable time has passed;

### requiring the Supplier or other party to pay any undisputed sums which are due from it to the Sub-contractor within a specified period not exceeding thirty (30) days from verifying that the invoice is valid and undisputed;

### giving Netlink Star a right to publish the Supplier’s compliance with its obligation to pay undisputed invoices within the specified payment period; and

### requiring the Sub-contractor to include a clause to the same effect as this clause 17.10 in any contracts it enters into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of the Sub-contract.

## The Supplier shall:

### pay any undisputed sums which are due from it to a Sub-contractor within thirty (30) days from verifying that an invoice is valid and undisputed;

### include within the Balanced Scorecard Report produced by it pursuant to Schedule 2.2 (Service Levels) a summary of its compliance with clause 17.11.1, such data to be certified each Quarter by a director of the Supplier as being accurate and not misleading.

## Notwithstanding any provision of clauses 24 (Confidentiality) and 26.1 (Publicity and Branding), if the Supplier notifies Netlink Star (whether in a Balanced Scorecard Report or otherwise) that the Supplier has failed to pay a Sub-contractor’s undisputed invoice within thirty (30) days of receipt, or Netlink Star otherwise discovers the same, Netlink Star shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

Termination of Sub-contracts

## In the case of a Sub-Contract with a New Sub-Contractor, Netlink Star may require the Supplier to terminate:

### a Sub-contract where:

#### the acts or omissions of the relevant Sub-contractor have caused or materially contributed to Netlink Star’s right of termination pursuant to clause 36.1.1 (Termination by Netlink Star); and/or

#### the relevant Sub-contractor or any of its Affiliates have embarrassed Netlink Star or otherwise brought Netlink Star into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in Netlink Star, regardless of whether or not such act or omission is related to the Sub-contractor’s obligations in relation to the Services or otherwise;

#### the relevant Sub-contractor has failed to comply in the performance of its Sub-contract with legal obligations in the fields of environmental, social or labour law; and/or

#### Netlink Star has found grounds for exclusion of the Subcontractor in accordance with clause 17.18; and

### a Key Sub-contract where there is a change of Control of the relevant Key Subcontractor, unless:

#### Netlink Star has given its prior written consent to the particular change of Control, which subsequently takes place as proposed; or

#### Netlink Star has not served its notice of objection within six (6) months of the later of the date the change of Control took place or the date on which Netlink Star was given notice of the change of Control.

Competitive Terms

## If Netlink Star is able to obtain from any New Sub-contractor or any other third party (on a like-for-like basis) more favourable commercial terms with respect to the supply of any goods, software or services used by the Supplier or the Supplier Personnel in the supply of the Services, then Netlink Star may:

### require the Supplier to replace its existing commercial terms with that person with the more favourable commercial terms obtained by Netlink Star in respect of the relevant item; or

### subject to clause 17.13, enter into a direct agreement with that New Sub-contractor or third party in respect of the relevant item.

## If Netlink Star exercises either of its options pursuant to clause 17.14, then the Charges shall be reduced by an amount that is agreed in accordance with the Change Control Procedure.

## Netlink Star’s right to enter into a direct agreement for the supply of the relevant items is subject to:

### Netlink Star making the relevant item available to the Supplier where this is necessary for the Supplier to provide the Services; and

### any reduction in the Charges taking into account any unavoidable costs payable by the Supplier in respect of the substituted item, including in respect of any licence fees or early termination charges.

Retention of Legal Obligations

## Notwithstanding the Supplier’s right to sub-contract pursuant to this clause 17, the Supplier shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own.

Exclusion of Sub-contractors

## Where Netlink Star considers there are grounds for the exclusion of a Sub-contractor under Regulation 57 of the Public Contracts Regulations (by application of Regulation 80(2) of the Utilities Contracts Regulations), then:

### if Netlink Star finds there are mandatory grounds for exclusion, the Supplier shall replace or shall not appoint the Sub-contractor;

### if Netlink Star finds there are discretionary grounds for exclusion, Netlink Star may require the Supplier to replace or not to appoint the Sub-contractor and the Supplier shall comply with such a requirement.

Relevant Sub-Contractors

## The Supplier shall provide to the Netlink Star Representative details of the name contact details and legal representatives of the Relevant Sub-contractors by no later than the Implementation Services Commencement Date.

## During the Term the Supplier shall notify Netlink Star in writing within ten (10) days of:

### any changes to the information required to be notified to Netlink Star in accordance with clause 17.19 above; and/or

### the name contact details and legal representatives of any Relevant Sub-contractors appointed following the Implementation Services Commencement Date.

## Where the Supplier is required to notify Netlink Star in accordance with clauses 17.20.1 and 17.20.2 it must obtain the written consent of Netlink Star to the appointment or continued use of the Relevant Sub-contractor(s).

## In considering whether to grant written consent in accordance with clause 17.21, the Supplier shall provide Netlink Star with a European Single Procurement Document for the Relevant Sub-contractor. Netlink Star may withhold its consent to the appointment or continued use of any Relevant Sub-contractor where the European Single Procurement Document provided to it in accordance with this clause 17.22 does not meet the Selection Criteria.

## Where Netlink Star withholds its consent in accordance with clause 17.22 the Supplier shall replace the Relevant Sub-contractor and shall propose a new sub-contractor by following the process detailed in clauses 17.20 to 17.22 above.

Data processing supply chain

## The provisions of this clause 17 are subject to clause 26 (Protection of Personal Data) in respect of any sub-contracts relating to data processing.

**SECTION F – INTELLECTUAL PROPERTY, DATA AND CONFIDENTIALITY**

**Start date is 24th January 2024**

# INTELLECTUAL PROPERTY RIGHTS

## Except as expressly set out in this Agreement:

### Netlink Star shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, namely:

#### the Supplier Software;

#### the Third Party Software;

#### the Third Party IPRs; and

#### the Supplier Background IPRs;

### the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of Netlink Star or its licensors, including:

#### Netlink Star Software;

#### Netlink Star Data; and

#### Netlink Star Background IPRs.

### Specially Written Software and Project Specific IPRs (except for any Know-How, trade secrets or Confidential Information contained therein) shall be the property of Netlink Star.

## Where either Party acquires, by operation of law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in clause 18.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

## Neither Party shall have any right to use any of the other Party’s names, logos or trade marks on any of its products or services without the other Party’s prior written consent.

## Unless Netlink Star stipulates otherwise in writing:

### all Specially Written Software and Project Specific IPRs shall be created in a format, or able to be converted into a format, which is suitable for publication by Netlink Star as Open Source; and

### where the Specially Written Software and Project Specific IPRs are written in a format that requires conversion before publication as Open Source, the Supplier shall also provide the converted format to Netlink Star.

## Where Netlink Star agrees that any Specially Written Software and/or any software element of Project Specific IPRs should be excluded from Open Source publication, the Supplier shall as soon as reasonably practicable provide written details of the impact that such exclusion will have on Netlink Star’s ability to publish other Open Source software under clause 21 (Open Source).

**End date is 24th January 2026**

# TRANSFER AND LICENCES GRANTED BY THE SUPPLIER

Software as a Service

## Where any Software is to be provided by way of Software as a Service:

### Netlink Star acknowledges it will not be provided with a physical copy of the Software and that use of the Software is restricted to use by way of Software as a Service, and the provisions of this clause 19 shall be construed accordingly; and

### the licences granted by the Supplier pursuant to clauses 19.4.1 and/or 18.4.3 shall, in respect of any Software as a Service (only) be granted for the Term, instead of being of perpetual duration

Specially Written Software and Project Specific IPRs

## Subject to clause 19.17, the Supplier hereby agrees to transfer to Netlink Star, or shall procure the transfer to Netlink Star of, all rights in the Specially Written Software and the Project Specific IPRs including:

### the Documentation, Source Code and the Object Code of the Specially Written Software; and

### 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**”),

but not including any Know-How, trade secrets or Confidential Information.

## The Supplier:

### shall:

#### inform Netlink Star of all Specially Written Software and any element of Project Specific IPRs that constitutes modification or enhancement to Supplier Software or Third Party Software;

#### deliver to Netlink Star the Specially Written Software and the software element of Project Specific IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of the issue of a Milestone Achievement Certificate in respect of the relevant Deliverable and shall provide updates of the Source Code and of the Software Supporting Materials promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to Netlink Star; and

#### without prejudice to clause 19.11 (Third Party Software and Third Party IPRs), provide full details to Netlink Star of any Supplier Background IPRs or Third Party IPRs which are embedded in or which are an integral part of the Specially Written Software or any element of Project Specific IPRs;

### acknowledges and agrees that the ownership of the media referred to in clause 19.3.1 shall vest in Netlink Star upon their receipt by Netlink Star;

### shall execute or shall procure the execution of all such assignments as are required to ensure that any rights in the Specially Written Software and Project Specific IPRs are properly transferred to Netlink Star; and

### waives or shall procure a waiver of any moral rights in any copyright works assigned to Netlink Star under this Agreement.

**Supplier Software and Supplier Background IPRs**

## The Supplier hereby grants to Netlink Star:

### subject to the provisions of clauses 19.17 and 37.11.2 (Consequences of expiry or termination), perpetual, royalty-free and non-exclusive licences to use (including but not limited to the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display)):

#### the Supplier Non-COTS Software for any purpose relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of Netlink Star’s (or any other Central Government Body’s) business or function; and

#### the Supplier Non-COTS Background IPRs for any purpose relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of Netlink Star’s (or any other Central Government Body’s) business or function; and

### a licence to use the Supplier COTS Software and Supplier COTS Background IPRs on the licence terms identified in a letter in or substantially in the form set out in Annex 1 to Schedule 5 (Software) and signed by or on behalf of the Parties on or before the Effective Date provided always that Netlink Star shall remain entitled to sub-license and to assign and novate the Supplier COTS Software and Supplier COTS Background IPRs on equivalent terms to those set out in clauses 19.7 and 19.8 in relation to the Supplier Non-COTS Software and Supplier Non-COTS Background IPRs; and

### a perpetual royalty-free non-exclusive licence to use without limitation any Know-How, trade secrets or Confidential Information contained within the Specially Written Software or the Project Specific IPRs.

## At any time during the Term or following termination or expiry of this Agreement, the Supplier may terminate the licence granted in respect of the Supplier Non-COTS Software under clause 19.4.1(a) or in respect of the Supplier Non-COTS Background IPRs under clause 19.4.1(b) by giving thirty (30) days’ notice in writing (or such other period as agreed by the Parties) if Netlink Star or any person to whom Netlink Star grants a sub-licence pursuant to clause 19.7 (Netlink Star’s right to sub-license) commits any material breach of the terms of clause 19.4.1(a) or 19.4.1(b) or 19.7.1(b) (as the case may be) which, if the breach is capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives Netlink Star written notice specifying the breach and requiring its remedy.

## In the event the licence of the Supplier Non-COTS Software or the Supplier Non-COTS Background IPRs is terminated pursuant to clause 19.5, Netlink Star shall:

### immediately cease all use of the Supplier Non-COTS Software or the Supplier Non-COTS Background IPRs (as the case may be);

### at the discretion of the Supplier, return or destroy documents and other tangible materials to the extent that they contain any of the Supplier Non-COTS Software and/or the Supplier Non-COTS Background IPRs, provided that if the Supplier has not made an election within six (6) months of the termination of the licence, Netlink Star may destroy the documents and other tangible materials that contain any of the Supplier Non-COTS Software and/or the Supplier Non-COTS Background IPRs (as the case may be); and

### ensure, so far as reasonably practicable, that any Supplier Non-COTS Software and/or Supplier Non-COTS Background IPRs that are held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of Netlink Star) from any computer, word processor, voicemail system or any other device containing such Supplier Non-COTS Software and/or Supplier Non-COTS Background IPRs.

Netlink Star’s right to sub-license

## Subject to clause 19.17, Netlink Star may sub-license:

### the rights granted under clause 19.4.1 (Supplier Software and Supplier Background IPRs) to a third party (including for the avoidance of doubt, any Replacement Supplier) provided that:

#### the sub-licence is on terms no broader than those granted to Netlink Star;

#### the sub-licence authorises the third party to use the rights licensed in clause 19.4.1 (Supplier Software and Supplier Background IPRs) only for purposes relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of Netlink Star’s (or any other Central Government Body’s) business or function; and

#### the sub-licensee shall have executed a confidentiality undertaking in favour of the Supplier in or substantially in the form set out in Annex 2 to Schedule 5 (Software); and

### the rights granted under clause 19.4.1 (Supplier Software and Supplier Background IPRs) to any Approved Sub-Licensee to the extent necessary to use and/or obtain the benefit of the Specially Written Software and/or the Project Specific IPRs provided that:

#### the sub-licence is on terms no broader than those granted to Netlink Star; and

#### either:

##### the Supplier has received a confidentiality undertaking in its favour in or substantially in the form set out in Annex 2 to Schedule 5 (Software) duly executed by the Approved Sub-Licensee; or

##### a confidentiality undertaking in the Supplier’s favour in or substantially in in the form set out in Annex 2 to Schedule 5 (Software) duly executed by the Approved Sub Licensee has been received by Netlink Star who, without prejudice to the validity of the relevant sub-licence, will issue a copy of such confidentiality undertaking to the Supplier within ten (10) Working Days of its receipt.

Netlink Star’s right to assign/novate licences

## Netlink Star may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to clause 19.4.1 (Supplier Software and Supplier Background IPRs) to:

### a Central Government Body; or

### to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by Netlink Star.

## Any change in the legal status of Netlink Star which means that it ceases to be a Central Government Body shall not affect the validity of any licence granted in clause 19.4 (Supplier Software and Supplier Background IPRs). The successor body to Netlink Star shall still be entitled to the benefit of the licences granted in clause 19.4 (Supplier Software and Supplier Background IPRs).

## If a licence granted in clause 19.4 (Supplier Software and Supplier Background IPRs) is novated under clause 19.8 (Netlink Star’s right to assign/novate licences) or there is a change of Netlink Star’s status pursuant to clause 19.9, the rights acquired on that novation or change of status shall not extend beyond those previously enjoyed by Netlink Star.

Third Party Software and Third Party IPRs

## The Supplier shall not use in the provision of the Services (including in any Specially Written Software or in the software element of Project Specific IPRs) any Third Party Non-COTS Software or Third Party Non-COTS IPRs unless in each case it has:

### first procured that the owner or an authorised licensor of the relevant Third Party Non-COTS IPRs or Third Party Non-COTS Software (as the case may be) has granted a direct licence to Netlink Star on a royalty-free basis to Netlink Star and on terms:

#### no less favourable to Netlink Star than those set out in clauses 19.4.1 and 19.5 (Supplier Software and Supplier Background IPRs) and clause 19.8 (Netlink Star’s right to assign/novate licences); and

#### which allow Netlink Star to be able to sub-licence the rights granted to it to any Replacement Supplier, provided that:

##### the sub-licence is on terms no broader than those granted to Netlink Star;

##### the sub-licence authorises the Replacement Supplier to use the rights licensed in this clause 19.11 only for the purposes relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of Netlink Star’s or any Central Government Body’s business or functions; and

##### the Replacement Supplier shall have executed a confidentiality undertaking in favour of the Supplier in or substantially in the form set out in Annex 2 to Schedule 5 (Software); or

### complied with the provisions of clause 19.12.

## If the Supplier cannot obtain for Netlink Star a licence in respect of any Third Party Non-COTS Software and/or Third Party Non-COTS IPRs in accordance with the licence terms set out in clause 19.11.1, the Supplier shall:

### notify Netlink Star in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative software providers which the Supplier could seek to use;

### use the relevant Third Party Non-COTS Software and/or Third Party Non-COTS IPRs only if Netlink Star has first approved in writing the terms of the licence from the relevant third party.

### if the Supplier cannot obtain for Netlink Star licence terms for the relevant Third Party Non-COTS Software and/or Third Party Non-COTS IPRs acceptable to Netlink Star, consult Netlink Star on alternatives to the relevant Third Party Non-COTS Software and/or Third Party Non-COTS IPRs. Any alternative software approved by Netlink Star in accordance with this clause 19.12.3 shall be substituted for the relevant Third Party Software originally listed in Schedule 5 (Software) and shall be henceforth Third Party Software for the purposes of this Agreement, to which the provisions of clauses 19.11 to 19.13 (as applicable) shall apply.

## The Supplier shall:

### notify Netlink Star in writing of all Third Party COTS Software and Third Party COTS IPRs that it uses and the terms on which it uses them; and

### unless instructed otherwise in writing by Netlink Star in any case within twenty (20) Working Days of notification pursuant to clause 19.13.1, use all reasonable endeavours to procure in each case that the owner or an authorised licensor of the relevant Third Party COTS Software and Third Party COTS IPRs grants a direct licence to Netlink Star on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the relevant third party.

## Notwithstanding and without prejudice to the other provisions of clauses 18 and 19, should the Supplier become aware at any time, including after termination, that the Specially Written Software and/or the Project Specific IPRs contain any Intellectual Property Rights for which Netlink Star does not have a suitable licence, then the Supplier must:

### notify Netlink Star within ten (10) days of what those rights are and which parts of the Specially Written Software and the Project Specific IPRs they are found in; and

### as soon as reasonably practicable procure that Netlink Star has all rights in the such Intellectual Property Rights, to satisfy the Supplier’s obligations under this clause 19.

Termination and Replacement Suppliers

## For the avoidance of doubt, the termination or expiry of this Agreement shall not of itself result in any termination of any of the licences granted by the Supplier or relevant third party pursuant to or as contemplated by this clause 19.

## The Supplier shall, if requested by Netlink Star in accordance with Schedule 8.5 (Exit Management) and at the Supplier’s cost:

### grant (or procure the grant) to any Replacement Supplier of:

#### a licence to use any Supplier Non-COTS Software, Supplier NonCOTS Background IPRs, Third Party Non-COTS IPRs and/or Third Party Non-COTS Software on a royalty-free basis to the Replacement Supplier and on terms no less favourable than those granted to Netlink Star in respect of the relevant Software and/or IPRs pursuant to or as contemplated by this clause 19 subject to receipt by the Supplier of a confidentiality undertaking in its favour (Software) duly executed by the Replacement Supplier;

#### a licence to use any Supplier COTS Software and/or Supplier COTS Background IPRs, on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the Supplier; and/or

### use all reasonable endeavours to procure the grant to any Replacement Supplier of a licence to use any Third Party COTS Software and/or Third Party COTS IPRs on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the relevant /third party.

Patents

## Where a patent owned by the Supplier is necessarily infringed by the use of the Specially Written Software or Project Specific IPRs by Netlink Star or any Replacement Supplier, the Supplier hereby grants to Netlink Star and the Replacement Supplier a non-exclusive, irrevocable, royalty-free, worldwide patent licence to use the infringing methods, materials or software solely for the purpose for which they were delivered under this Agreement.

# LICENCES GRANTED BY NETLINK STAR

## Netlink Star hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Term to use Netlink Star Software, Netlink Star Background IPRs, Netlink Star Data, the Specially Written Software and the Project Specific IPRs solely to the extent necessary for performing the Services in accordance with this Agreement, including (but not limited to) the right to grant sub-licences to Sub-contractors provided that:

### any relevant Sub-contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in clause 24 (Confidentiality); and

### the Supplier shall not, without Netlink Star’s prior written consent, use the licensed materials for any other purpose or for the benefit of any person other than Netlink Star.

## In the event of the termination or expiry of this Agreement, the licence granted pursuant to clause 20.1 and any sub-licence granted by the Supplier in accordance with clause 20.1 shall terminate automatically on the date of such termination or expiry and the Supplier shall:

### immediately cease all use of Netlink Star Software, Netlink Star Background IPRs and Netlink Star Data (as the case may be);

### at the discretion of Netlink Star, return or destroy documents and other tangible materials that contain any of the Netlink Star Software, Netlink Star Background IPRs and Netlink Star Data, provided that if Netlink Star has not made an election within six (6) months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Netlink Star Software, the Netlink Star Background IPRs and the Netlink Star Data (as the case may be); and

### ensure, so far as reasonably practicable, that any Netlink Star Software, Netlink Star Background IPRs and Netlink Star Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any Supplier computer, word processor, voicemail system or any other Supplier device containing such Netlink Star Software, Netlink Star Background IPRs and/or Netlink Star Data.