



**Clackmannanshire
Council**

www.clacksweb.org.uk

Version 2 - August 2014

**Clackmannanshire Council
ICT Services Agreement**

Schedule Part 5

Standard Licence Terms

Licence Terms

DEFINITIONS

"Licensed Materials" the Contractor Software, Contractor's Background IPR, Third Party Software, Specially Written Software, Project Specific IPR or any of them;

"Licensee" the Council or a Replacement Contractor;

"Licensor" the Contractor or the owner of the Third Party Software as applicable;

PART A

Standard Licence Terms

1. SCOPE OF THE STANDARD LICENCE TERMS

This part of the schedule sets out the Standard Licence Terms granted by the Licensor to the Council in respect of the Contractor Software, Third Party Software and Contractor's Background IPR.

2. LICENCE TERMS

2.1 Each licence granted under the Standard Licence Terms pursuant to clause 26 (Licences Granted by the Contractor) shall be perpetual, royalty free and non-exclusive and shall allow the Licensee to Use the Contractor Software, Third Party Software and/or Contractor's Background IPR (as relevant).

2.2 The Licensee may sub-license the rights granted to it pursuant to paragraph 2.1 to a third party (including for the avoidance of doubt any Replacement Contractor) provided that:

2.2.1 the sub-licence only authorises the third party to Use the Licensor's Software for the benefit of the Council; and

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

2.3 The Licensee may copy the Contractor Software, Third Party Software and/or Contractor's Background IPR (as relevant) in order to create an archival copy and a back-up copy of it. When copying the Licensor's Software, the Licensee shall include the original machine readable copyright notice, and a label affixed to the media identifying the software and stating: "This medium contains an authorised copy of copyrighted software which is the property of [*name of owner*]."

2.4 The Council may:

2.4.1 assign, novate or otherwise dispose of its rights and obligations under the Standard Licence Terms to any other body (including any private

sector body) which substantially performs any of the functions that previously had been performed by the Council; or

2.4.2 transfer the Licences to other machines or users within the Council.

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

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

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

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

3. FIXES

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

4. TERMINATION

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

4.2 At any time during the Term or following termination or expiry of the Agreement, the Licensor may terminate a licence granted under the Standard

Licence Terms with 30 days notice in writing (or such other period as agreed by the parties) if:

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

4.2.2 the Licensee commits any material breach of the Standard Licence Terms which, if the breach is capable of remedy, is not remedied within 20 Working Days after the Licensor giving the Council and the Replacement Contractor (if applicable) written notice specifying the breach and requiring its remedy.

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

4.3.1 immediately cease all use of the Licensed Materials;

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

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

Part B

Enhanced Licence Terms

1. SCOPE OF THE ENHANCED LICENCE TERMS

This part of the schedule sets out the Enhanced Licence Terms granted by the Contractor to the Council in respect of the Project Specific IPR and the Specially Written Software.

2. LICENCE TERMS

2.1 Each licence granted under the Enhanced Licence Terms pursuant to clause 26 (Licences Granted by the Contractor) shall be perpetual, royalty free, irrevocable and non-exclusive and shall allow the Licensee to Use the Project Specific IPR and/or Specially Written Software (as relevant).

2.2 The Licensee may sub-licence its rights to a third party (including, for the avoidance of doubt, any Replacement Contractor) provided that:

2.2.1 the sub-licence only authorises the third party to Use Project Specific IPR, and the Specially Written Software the Contractor IPR for the benefit of the Council; and

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

2.3 A licence granted under the Enhanced Licence Terms shall not include a right for the Council, or any person on behalf of the Council, to:

2.3.1 provide a copy of the Project Specific IPR and/or Specially Written Software to any person for money or for other valuable consideration;

2.3.2 Use the Project Specific IPR and the Specially Written Software as an integral part of any product which is supplied to any person for money or for other valuable consideration; or

2.3.3 Use the Project Specific IPR and the Specially Written Software in the development of any product that competes with those of the Contractor; or

- 2.3.4 to exploit commercially the Project Specific IPR and the Specially Written Software.
- 2.4 The Council may assign, novate or otherwise dispose of its rights and obligations under the Enhanced Licence Terms to any other body (including any Contracting Council or private sector body) which substantially performs any of the functions that previously had been performed by the Council.
- 2.5 Any change in the legal status of the Council which means that it ceases to be a Contracting Authority shall not affect the validity of any licence granted under the Enhanced Licence Terms. If the Council ceases to be a Contracting Authority, the Enhanced Licence Terms shall be binding on any successor body to the Council.
- 2.6 If a licence under the Enhanced Licence Terms is novated pursuant to paragraph 2.4 above or there is a change of the Council's status pursuant to paragraph 2.5 above, (in the remainder of this paragraph both such bodies are referred to as the "**Transferee**"):
- 2.6.1 the Transferee may only assign, novate or otherwise dispose of its rights and obligations under the Enhanced Licence Terms (or any part of it) with the prior written consent (not to be unreasonably withheld or delayed) of the Licensor; and
- 2.6.2 the rights acquired by the Transferee relating to the Use of the Project Specific IPR and the Specially Written Software shall not extend beyond those previously enjoyed by the Council.