

11. **INTELLECTUAL PROPERTY RIGHTS - ASSIGNMENT AND INDEMNITY**

- 11.1 Unless otherwise agreed at Call-off stage, Intellectual Property Rights in the Services and any Deliverables that are specifically developed or created for the Authority will be vested in the Authority (save that the Supplier will retain ownership of any Supplier Proprietary Materials which become imbedded in such Deliverables, which will be licensed in accordance with the provisions of condition 11 (Intellectual Property Rights). The Supplier agrees to (and will procure that its personnel acting as consultants will) assign and hereby assigns (including by way of future assignment in the case of copyrights) to the Authority with full title guarantee all of its worldwide rights, title and interest (whether present, future, vested or contingent) in and to such Intellectual Property Rights, including moral rights, for the full term thereof.
- 11.2 The Supplier will execute all such documents and undertake any and all such acts, including but not limited to obtaining assignments of Intellectual Property Rights from personnel of the Supplier to the Supplier as may from time to time be required in order to vest the rights assigned pursuant to condition 11.3 (Intellectual Property Rights).
- 11.3 Where the Deliverables contain any Supplier Proprietary Material, then the Authority will hereby be granted a perpetual, non-exclusive, transferable, worldwide, royalty free licence in respect of such Supplier Proprietary Material, to the extent necessary to use such Deliverables (including for the purposes of their adaptation, modification and/or reproduction).
- 11.4 The Supplier warrants, represents and undertakes that its provision of Services and Deliverables under this Agreement and/or any Call-off Contract will not infringe any Intellectual Property Rights of which a third party is the proprietor and that the Supplier is free to grant the licence set out in condition 11 (Intellectual Property Rights). The Supplier agrees to indemnify and hold harmless the Authority against any and all liability, loss, damage, costs and expenses (including legal costs) which the Authority may incur or suffer as a result of any claim of alleged or actual infringement of a third party's Intellectual Property Rights by reason of either its or the Supplier's possession or use in any manner of any Deliverables or Services.


12. **Call-off Contract Signature**

- 12.1 If the original Form of Call-off Contract is not returned to the Contract/Project Officer (as identified at clause 7 above) duly completed, signed and dated on behalf of the Supplier within 10 working days of the date of signature on behalf of the Authority, the Authority will be entitled, at its sole discretion, to declare this Call-off Contract void.

For and on behalf of  
The Secretary of State for  
Foreign and Commonwealth Affairs

Name: PHIL LORD  
Position: Cat. Manager CSSF  
Signature:   
Date: 21/6/16

For and on behalf of  
Albany Associates

Name: DIETER LORANE  
Position: MANAGING DIRECTOR  
Signature:   
Date: 21.6.2016