



## **Deed of Variation**

**in relation to the Parent Body Agreement in respect of the Sellafield SLC at Sellafield, Capenhurst and Windscale**

**Dated 18<sup>th</sup> March 2013**

**Nuclear Decommissioning Authority (1)**

**Sellafield Limited (2)**

**Nuclear Management Partners Limited (3)**

# Deed of Variation

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## Deed of Variation

### Dated

### Between

- (1) **Nuclear Decommissioning Authority** a non departmental public body whose head office is at Herdus House, Westlakes Science and Technology Park, Moor Row, Cumbria, CA24 3HU (the "**Authority**");
- (2) **Sellafield Limited** a company incorporated in England and Wales with registered number 1002607 whose registered office is at Booths Park, Chelford Road, Knutsford, Cheshire WA16 8QZ (the "**SLC**"); and
- (3) **Nuclear Management Partners Limited** a company incorporated in England and Wales with registered number 05894268 whose registered office is at Booths Park, Chelford Road, Knutsford, Cheshire, WA16 8QZ (the "**Parent Body Organisation**"),

each one a "**Party**" and together the "**Parties**".

### Whereas

- A On 24 November 2008 the Parties entered into the Parent Body Agreement.
- B The Parties have agreed the provisions of this Deed so as to vary certain provisions of the Parent Body Agreement relating to intellectual property.

### It is agreed as follows

#### 1 Definitions and interpretation

- 1.1 This Deed is supplemental to and takes effect as an amendment to the Parent Body Agreement. References within the Parent Body Agreement to "Contract" or "Agreement" shall be interpreted as meaning the Parent Body Agreement as amended by this Deed. Matters set out in this Deed are subject to the terms of the Parent Body Agreement (as amended by this Deed).
- 1.2 Unless otherwise stated in this Deed:
- (a) all references within this Deed to Clauses and Schedules are to the clauses and schedules of the Parent Body Agreement;
  - (b) all references within this Deed to the Site M&O Contract are to the Site M&O Contract as amended by the Contemporaneous Site M&O Contract Deed of Variation;
  - (c) definitions and principles of interpretation set out or referred to in the Parent Body Agreement apply to this Deed; and
  - (d) references to Annexes are to the Annexes to this Deed, which form part of this Deed.
- 1.3 In this Deed the following expressions have the following meanings:
- (a) "Contemporaneous Site M&O Contract Deed of Variation" means the Deed of Variation in relation the Site Management and Operations Contract in respect of the

Sellafield SLC at Sellafield, Capenhurst and Windscale entered into on [Note: date to be inserted];

- (b) "Effective Date" means the date of this Deed;
- (c) "Parent Body Agreement" means the Parent Body Agreement entered into between the Parties dated 24 November 2008.

1.4 The terms of this Deed are effective from the Effective Date and have retrospective effect as from the Effective Date.

## **2 Amendments to the Parent Body Agreement**

2.1 This Deed varies the Parent Body Agreement in accordance with the Annex to this Deed.

2.2 The Parties acknowledge that this Deed constitutes a variation for the purposes of Clause 21.9 of the Parent Body Agreement and takes effect as if the procedures set out and referred to in that Clause had been complied with irrespective of whether those procedures have in fact been complied with.

2.3 Subject to the variations set out in this Deed the Parent Body Agreement continues in full force and effect.

## **3 Governing Law**

3.1 This Deed is governed by the laws of England and Wales and the Parties submit to the jurisdiction of the courts of England and Wales. Save in relation to matters of enforcement, such jurisdiction shall be exclusive.

3.2 Any dispute or difference arising out of or in connection with this Deed including, but not limited to, any question regarding its existence, interpretation, validity, construction or termination shall be resolved in accordance with Clause 15 of the Parent Body Agreement.

**Executed** as a deed and delivered on the date appearing at the beginning of this deed

**Executed** as a deed by the  
**Nuclear Decommissioning Authority**

The **common seal** of the **Nuclear Decommissioning Authority**  
was affixed in the presence of

Authorised signatory .....

Name (print) .....

Authorised signatory .....

Name (print) .....

**Executed** as a deed by **Sellafield Ltd**  
acting by two directors

Signature .....

Name (print) .....

Signature .....

Name (print) .....

**Executed** as a deed by **Nuclear Management Partners Limited**  
acting by two directors

Signature .....

Name (print) .....

Signature .....

Name (print) .....

## **Annex 1 – Amendments to Intellectual Property provisions**

This Annex 1 comprises the following Parts.

Part 1 - Amendments to Clause 1 (Definitions and Interpretation) of the Parent Body Agreement

Part 2 - Amendments to Clause 14 (Intellectual Property) of the Parent Body Agreement

## Part 1 – Amendments to Clause 1 (Definitions and Interpretation) of the Parent Body Agreement

1 Clause 1 (Definitions and Interpretation) of the Site M&O Contract is amended as follows.

1.1 The following definitions are inserted:

- (a) "**IP Commercial Guidance**" shall have the same meaning given to it in the Site M&O Contract.
- (b) "**ONR (CNS)**" shall have the same meaning given to it in the Site M&O.

1.2 The following definitions are amended to read as follows.

- (a) "**Background IP**" shall have the same meaning given to it in the Site M&O Contract.
- (b) "**Developed IP**" shall have the same meaning given to it in the Site M&O.
- (c) "**Strategic Interest**" shall have the same meaning given to it in the Site M&O Contract.

## Part 2 – Amendments to Clause 14 (Intellectual Property) of the Parent Body Agreement

Clause 14 of the Parent Body Agreement is amended by deletion of that Clause in its entirety and substitution of the following.

### 14 Intellectual Property

#### 14.1 IP Contributed by Parent Body Organisation

##### *Licence to Authority and SLC*

14.1.1 Save for Excluded Parent IP (as provided in Clause 14.1.3B (Licence to Authority and SLC)), in respect of IP that is owned by or licensed (with appropriate sub-license rights) to the Parent Body Organisation:

14.1.1.1 any such IP that is made available (whether as of the date of commencement of the Site M&O Contract or at any time during the term of the Site M&O Contract) by the Parent Body Organisation to the SLC for the purpose of fulfilling its obligations under the Site M&O Contract or is used by the SLC for the purposes of fulfilling its obligations in relation to the Site under the Site M&O Contract, but excluding the Required Parent IP (the “**Delivered Parent IP**”); and

14.1.1.2 any IP which in the Authority’s reasonable opinion is directly or indirectly required to enable the Authority or its licensees to use or exploit Developed IP which has been developed from the Delivered Parent IP (the “**Required Parent IP**”),

shall be, and is hereby, in consideration of the Authority’s obligations under this Agreement, irrevocably licensed to the Authority for the full duration of such rights (in each case for a period which is no greater than the period available to the Parent Body Organisation) as of the date of commencement of the Site M&O Contract where applicable for utilisation in the Authority Field of Use and, in the case of Required Parent IP, limited to the extent required to enable the Authority or its licensee to use or exploit any Developed IP which has been developed from the Delivered Parent IP, without payment of royalty fees (except to the extent otherwise agreed in writing between the Authority and the Parent Body Organisation). The Delivered Parent IP and the Required Parent IP shall together be referred to as the “**Parent IP**”. The SLC shall implement procedures and systems to record and track Delivered Parent IP and Required Parent IP. The Parent Body Organisation warrants and undertakes that the Parent IP shall be either owned by or licensed (with appropriate sub-license rights) to the Parent Body Organisation.

14.1.1A The Authority shall have the right to sub-license the Parent IP to the SLC for the full duration of such rights (such sub-license shall be for no greater period and on the same terms as the licence) who in turn shall be entitled to grant sub-licences to its Subcontractors with a right to sub-license to use the Parent IP in the performance of their Subcontracts, in each case without payment of royalty fees. Such sub-license of Parent IP to the SLC’s Subcontractors shall contain terms that are materially similar to the terms contained in the Authority’s licence from the Parent Body Organisation and the SLC’s follow-on licence from the Authority.

14.1.2 Subject to the Parent Body Organisation’s consent (such consent not to be unreasonably withheld or delayed), the Authority shall have the right to sub-license the Delivered Parent IP to other site licensee companies for use in relation to their activities falling within the Authority Field of Use on the Authority’s designated sites (including the right for such site licensee



companies to grant further sub-licences to their subcontractors with a right to sub-license, in each case limited to such purpose) without payment of royalty fees (except as provided in Clause 14.1.3A (Licence to Authority and SLC)). The Authority's right to use and sub-license the Delivered Parent IP shall remain in force both during the term of the Site M&O Contract and after the Site M&O Contract has expired or has been terminated until the Authority reasonably determines that the Delivered Parent IP is no longer needed in relation to any Authority designated sites for which the Authority has obtained the rights to use the Delivered Parent IP.

14.1.3 Except to the extent otherwise agreed in writing between the Authority and the Parent Body Organisation the Authority shall have the right to sub-license the Required Parent IP to third parties including other site licensee companies for use in relation to their activities falling within the Authority Field of Use where this is necessary to use or exploit Developed IP developed from the Delivered Parent IP (including the right for such site licensee companies to grant further sub-licences to their subcontractors limited to such purpose) without payment of royalty fees (except as provided in Clause 14.1.3A (Licence to Authority and SLC)) and who shall themselves be entitled to grant sub-licences to their subcontractors to use the Required Parent IP for use in relation to their activities falling within the Authority Field of Use where necessary to enable the use or exploitation of Developed IP developed from the Delivered Parent IP, without payment of royalty fees. The Authority's right to use and sub-license the Required Parent IP shall remain in force both during the term of the Site M&O Contract and after the Site M&O Contract has expired or has been terminated until the Authority reasonably determines that the Required Parent IP is no longer needed to enable the use of any Developed IP.

14.1.3A Any Parent IP that is of particular value to the Parent Body Organisation is detailed in Schedule 8 (Intellectual Property Schedule) of the Site M&O Contract (the "**Reserved Parent IP**"). Any licence granted by the Authority pursuant to Clauses 14.1.2 (Licence to Authority and SLC) and 14.1.3 (Licence to Authority and SLC) shall be subject to the payment of such reasonable royalty as the Authority and the Parent Body Organisation shall agree.

14.1.3B In addition to the Reserved Parent IP, the Parent Body Organisation and/or its Affiliates also own or have licences to use additional IP, as set out in Part 2 of Schedule 8 (Intellectual Property Schedule) of the Site M&O Contract, under the heading "Excluded Parent IP" (the "**Excluded Parent IP**"). The Excluded Parent IP is excluded from the terms of this Agreement and accordingly (with the exception only of this Clause 14.1.3B (Licence to Authority and SLC)) the provisions of this Clause 14 (Intellectual Property) shall not apply in relation to Excluded Parent IP. Before the Parent Body Organisation or an Affiliate allows any Excluded Parent IP to be used in connection with this Agreement the Authority and the Parent Body Organisation or relevant Affiliate (as the case may be) will negotiate in good faith to agree the terms of a perpetual or time limited, royalty-bearing licence allowing the Authority to use (and to sub-license the SLC to use) such Excluded Parent IP solely in respect of the Site or as may otherwise be agreed. If, after making any Excluded Parent IP available, it becomes directly or indirectly required to enable the Authority or its licensees to use or exploit any Developed IP then notwithstanding Clause 14.1.1.2 (Licence to Authority and SLC) such Excluded Parent IP shall remain Excluded Parent IP and shall not, for the purposes of this Clause 14.1 (IP Contributed by Parent Body Organisation) be treated as Required Parent IP.

The Parent Body Organisation and/or an Affiliate may, in the future, have ownership of or licences to use further IP that the Parent Body Organisation may, with the Authority's agreement, wish to introduce to the Site on terms different to those set out in this Clause 14 (Intellectual Property) "**Future Parent IP**".

Before the Parent Body Organisation and/or an Affiliate allows any Future Parent IP to be introduced into the Site the Authority and the Parent Body Organisation will negotiate the terms of a perpetual or time limited royalty or non-royalty-bearing licence allowing the Authority to use (and to sub-license the SLC to use) such Future Parent IP solely in respect of the Site, or as may otherwise be agreed, and setting out any special provisions relating to confidentiality, which provisions will apply notwithstanding any contrary provisions in this Agreement. Such licence may make special provision for ownership and licensing of any Developed IP developed from such Future Parent IP. For the avoidance of doubt, if after making any Future Parent IP available, such Future Parent IP becomes directly or indirectly required to enable the Authority or its licensees to use or exploit any Developed IP then, notwithstanding Clause 14.1.3 (Licence to Authority and SLC), such Future Parent IP shall not be treated as Required Parent IP.

With the exception only of this Clause 14.1.3B (Licence to Authority and SLC) and Clause 14.1.3C (Licence to Authority and SLC), the provisions of Clause 14 (*Intellectual Property*) shall not apply in relation to any Future Parent IP.

Neither the Management Plan (as identified in Schedule 8 (Intellectual Property Schedule) Table 2 (Excluded Parent IP) of the Site M&O Contract) nor compliance with the SLC's obligations under this Agreement is conditional on introduction of any Future Parent IP.

14.1.3C Without prejudice to Clause 14.1.1 above, the SLC shall implement such procedures and systems as are reasonably required and agreed with the Authority, to identify and track any Parent IP that is made available (whether at the date of commencement of the Site M&O Contract or at any time during the term of this Agreement) by the Parent Body Organisation to which there are limitations on the Authority's ability to exploit use or license such IP.

*Licensing of Parent IP contained in Developed IP*

14.1.4 For the avoidance of doubt, Parent IP that is contained in or forms the basis or background of any IP developed by or on behalf of the SLC (including by Subcontractors) or is otherwise required for the use of such Developed IP, either during the term of the Site M&O Contract or after the Site M&O Contract has expired or terminated shall, with respect to such Parent IP, be treated for licensing purposes in the same manner as Required Parent IP.

*Infringement of Parent IP by Third Parties*

14.1.5 In the case of any infringement or suspected infringement by any Third Party of Parent IP which is licensed to the Authority pursuant to this Clause 14.1 (IP Contributed by Parent Body Organisation), the SLC, in consultation with the Authority, shall promptly notify the Parent Body Organisation and shall either at the Authority or Contractor's expense (whichever is the appropriate sub-licensee party) take such reasonable direction as the Parent Body Organisation may provide for the purposes of the Parent Body Organisation's response to such infringement or suspected infringement.

**14.2 Authority's Rights to IP developed by or on behalf of the SLC and/or Subcontractors**

The SLC shall establish and implement procedures and systems as are reasonably required which shall be audited on reasonable notice by the Authority from time to time for the identification, protection, exploitation, management and ownership of IP in accordance with the terms of this Clause 14.2 (Authority's Rights to IP developed by or on behalf of the SLC and/or Subcontractors) (whether or not owned by the Authority and regardless of the date of creation including: Developed IP, rights secured to Subcontractor IP and Third Party IP and IP

Licensed pursuant to Clause 8.7 whether in the name of the SLC or the Authority and regardless of the date such rights were secured, including procedures under which the SLC shall seek approval from the Authority as permitted under Clause 14.2.4 (Authority consent to alternative IP terms in Subcontracts). Developed IP shall be owned in accordance with the following provisions (subject to the terms of any agreement for introduction of Excluded Parent IP or Future Parent IP and any contrary terms agreed by the Authority in respect of any Subcontract):

*Ownership by Authority of Developed IP created by the SLC*

14.2.1 Without prejudice to Clause 14.2.1A (Ownership by Authority of Developed IP created by the SLC) the Authority shall own any Developed IP created by the SLC, subject to any pre-existing rights of third parties and of the Parent Body Organisation. The SLC hereby assigns to the Authority all its right, title and interest in any Developed IP created by it on or at any time after the date hereof.

14.2.1A Developed IP which the SLC is required to own in accordance with Law shall be owned by the SLC.

*Ownership of Developed IP by the Authority*

14.2.2 Without prejudice to Clause 14.2.1 (Ownership by Authority of Developed IP created by the SLC) the Authority shall own any Developed IP which the Authority, having regard to any views of ONR (CNS), reasonably determines: (i) raises or which may raise security issues relating to the use of such Developed IP (including without limitation where the use or disclosure of such Developed IP could compromise the security of any Designated site, facilities, equipment or materials relating to any Designated site): and/or (ii) is of Strategic Interest to the Authority.

*Ownership of Developed IP created by or on behalf of Subcontractors*

14.2.3 Save as may otherwise be agreed by the Authority in accordance with Clause 14.2.4 (Authority consent to alternative IP terms in Subcontracts), Developed IP shall be owned by the Authority and the SLC shall procure that the Subcontractor assigns to the Authority all right, title and interest in such Developed IP created by the Subcontractor on or at any time after the date of the Site M&O Contract.

*Authority consent to alternative IP terms in Subcontracts*

14.2.4 The Authority acknowledges that it may be appropriate, in certain circumstances detailed in the IP Commercial Guidance issued by the Authority, for the SLC to consider in respect of such Developed IP that falls outside the provisions of Clause 14.2.2 (Ownership of Developed IP by the Authority) whether a proposed Subcontract should contain alternative terms with regard to the ownership of and rights to IP. The SLC may give written notice to the Authority (in a form approved by the Authority) to request the Authority to approve its alternative recommendation for the ownership of and rights to IP in respect of a proposed Subcontract on the basis that it is preferable (from the SLC's perspective) to adopt an alternative IP solution for the proposed Subcontract to that required by this Clause 14.2 (Authority's Rights to IP developed by or on behalf of the SLC and/or Subcontractors). Following receipt of such notice, the Authority, in consultation with the SLC shall at its reasonable discretion approve or reject the SLC's recommendation, as soon as reasonably practicable. The Authority and the SLC shall comply with the provisions of the IP Commercial Guidance when implementing the provisions of this Clause 14.2.4 (Authority consent to alternative IP terms in Subcontracts).

*Access to and use of information by the Authority*

14.2.5 Subject always to the provisions of Clause 19 (Confidentiality) of this Agreement, and without prejudice to the provisions of Clause 4.2 (Records) and Clause 4.5 (Inspection and Audit) of the Site M&O Contract, the SLC shall ensure that the Authority shall be entitled to access, use and disclose all and any information created, received or maintained by or on behalf of the SLC, save to the extent prohibited by applicable law or any obligation of confidence imposed on the SLC by an agreement entered into by the SLC in accordance with the Site M&O Contract. For the avoidance of doubt, information shall not be treated as having been received by the Contractor on the basis that it is known to or in the possession of any:

14.2.5.1 Nominated Staff; or

14.2.5.2 personnel provided to the SLC pursuant to Clause 16B (Provision of Support to the SLC) and Schedule 7 (Provision of Support to the SLC) of this Agreement;

unless such information is used by the Nominated Staff or such personnel in relation to the Site or the Site M&O Contract.

14.2.5A Further, notwithstanding ownership of any Developed IP developed by any Subcontractor and without prejudice to the provisions of Clause 4.2 (Records) and Clause 4.5 (Inspection and Audit) of the Site M&O Contract, the SLC shall ensure that the Authority shall be entitled to access, use and disclose all and any information created, received or maintained by any Subcontractor during the course of carrying out obligations under the relevant Subcontract, that is part of the Developed IP created by the Subcontractor or is reasonably necessary for the purpose of using, exploiting or licensing the Developed IP. For the avoidance of doubt, information shall not be treated as having been received by the SLC on the basis that it is known to or in the possession of any:

14.2.5A.1 Nominated Staff; or

14.2.5A.2 personnel provided to the SLC pursuant to Clause 16B (Provision of Support to the SLC) and Schedule 7 (Provision of Support to the SLC) of this Agreement,

unless such information is used by the Nominated Staff or such personnel in relation to the Site or the Site M&O Contract.

*Further Assurance*

14.2.6 In respect of any Developed IP owned by the Authority pursuant to Clauses 14.2.1 (Ownership by Authority of Developed IP created by the SLC), 14.2.2 (Ownership of Developed IP by the Authority), 14.2.3 (Ownership of Developed IP created by or on behalf of Subcontractors) the SLC shall (and shall procure that any Subcontractor shall) execute such further documents and do such further acts as the Authority reasonably requires to give full effect to the terms of this Clause 14 (Intellectual Property) and perfect the Authority's title to any such Developed IP.

*Identification of IP owned by the Subcontractor and Licence of IP owned by the Subcontractor to Authority*

14.2.7 Without prejudice to Clause 14.2.4 (Authority consent to alternative IP terms in Subcontracts) the SLC shall procure that any Subcontractor identifies and declares to the SLC prior to concluding a Subcontract any Background IP owned by that Subcontractor. In respect of any

such Background IP, the SLC shall procure that the Subcontractor shall grant to the Authority a non-exclusive, perpetual, irrevocable, royalty-free licence to use and exploit such Background IP within the Authority Field of Use together with the right to license such Background IP to any third party including any other site licensee company without the consent of the Subcontractor, and permitting any other site licensee company itself to sub-license its rights under any such sub-licence to any of its sub-contractors without the consent of the Subcontractor all for the purpose of using, exploiting or licensing Developed IP within the Authority Field of Use. Where such rights cannot be procured, the SLC shall inform the Authority and the Authority shall determine whether the Subcontract should be entered into and, if so, on what terms.

*Licence to the Authority of IP licensed to the Subcontractor*

- 14.2.8 Without prejudice to Clause 14.2.4 (Authority consent to alternative IP terms in Subcontracts) the SLC shall procure that any Subcontractor identifies and declares to the SLC prior to concluding a Subcontract any Background IP not owned by that Subcontractor which relates to deliverables under that Subcontract, is to be used in the performance of the Subcontract and which could be reasonably judged necessary for the Authority, the SLC or any licensee of the Authority or the SLC to use or exploit the Developed IP. In respect of any such Background IP the SLC shall procure that the Subcontractor shall use all reasonable endeavours to procure a licence for the Authority on reasonable terms which enables the Authority to use and exploit the Developed IP within the Authority Field of Use, together with the right to sublicense that Background IP to any third party including any other site licensee company for the same purpose without the consent of the licensor or Subcontractor, and permitting any other site licensee company itself to sub-license its rights under any such sub-licence to any of its sub-contractors without the consent of the licensor. Where such rights cannot be procured, the SLC shall inform the Authority and the Authority shall determine whether the Subcontract should be entered into and, if so, on what terms.

*Licence of Developed IP from Subcontractor to Authority*

- 14.2.9 Without prejudice to Clause 14.2.4 (Authority consent to alternative IP terms in Subcontracts), in the event that any Developed IP is owned by a Subcontractor, the SLC shall procure that the Subcontractor shall grant to the Authority a non-exclusive, perpetual, irrevocable, royalty-free licence to access, use and disclose such Developed IP together with the right to license such Developed IP to any third party including any other site licensee company without the consent of the Subcontractor, and permitting any other site licensee company itself to sub-license its rights under any such sub-licence to any of its sub-contractors without the consent of the Subcontractor.

*Licence of Background IP from Subcontractor to Authority*

- 14.2.10 [NOT USED]

*SLC's Notification of Developed IP*

- 14.2.11 Without prejudice to Clause 14.2.4 (Authority consent to alternative IP terms in Subcontracts), the SLC shall use its reasonable endeavours to procure that any Subcontractor shall promptly notify the SLC of any Developed IP created by the Subcontractor. The SLC shall promptly notify the Authority of any such Developed IP and any Developed IP created by the SLC itself in accordance with the SLC's IP management policies and procedures.

*Use of Developed IP by the Subcontractor*

- 14.2.12 Subject to the prior written agreement of the Authority, the SLC may grant a non-exclusive licence to the Subcontractor enabling the Subcontractor to exploit outside the Authority Field of Use any Developed IP owned by the Authority. The SLC shall negotiate in good faith with the Subcontractor appropriate payment terms (which may include royalties and/or lump sum payments) to the Authority for the use of such IP.

*Licence to Parent Body Organisation*

- 14.2.13 At the Authority's sole discretion and subject to the reasonable terms of the Authority (which may include payment of reasonable royalties or fees), the Authority may grant to the Parent Body Organisation a world-wide licence (which is freely assignable or sub-licensable) to use for purposes other than activities falling within the Authority Field of Use any Developed IP which vests in the Authority pursuant to Clause 14.2.1 (Ownership by Authority of Developed IP created by the SLC), 14.2.2 (Ownership of Developed IP by the Authority) or 14.2.3 (Ownership of Developed IP created by or on behalf of Subcontractors) and Clauses 8.4.1 (Ownership by Authority of Developed IP created by the Contractor), 8.4.2 (Ownership of Developed IP by the Authority) or 8.4.4 (Ownership of Developed IP created by or on behalf of Subcontractors) of the Site M&O Contract but not for the avoidance of doubt, Developed IP which is of Strategic Interest to the Authority, provided that where the basis or background of the Developed IP can be demonstrated to be Parent IP such licence to the Parent Body Organisation shall be on an exclusive basis. The Authority shall execute such further documents and do such further acts as the Parent Body Organisation reasonably requires at the Parent Body Organisation's expense to give full effect to the terms of this Clause 14.2.13 (Licence to Parent Body Organisation).

*Exclusion of Parent IP from Developed IP*

- 14.2.14 For the avoidance of doubt, Developed IP created by or on behalf of the SLC (including Subcontractors) and which vests in the Authority pursuant to Clause 14.2.1 (Ownership by Authority of Developed IP created by the SLC), 14.2.2 (Ownership of Developed IP by the Authority), or 14.2.3 (Ownership of Developed IP created by or on behalf of Subcontractors) and Clauses 8.4.1 (Ownership by Authority of Developed IP created by the Contractor), 8.4.2 (Ownership of Developed IP by the Authority), 8.4.3 (Ownership of Developed IP by the Authority) and 8.4.4 (Ownership of Developed IP created by or on behalf of Subcontractors) of the Site M&O Contract shall exclude any Parent IP under Clause 14.1 (IP Contributed by Parent Body Organisation) or any Third Party IP under Clause 8.7 (Third Party IP) of the Site M&O Contract that may form the basis or background of such Developed IP.