

10. Intellectual Property Rights

- 10.1 The Purchasing Agency and Provider retain ownership of all Intellectual Property Rights they respectively owned before the commencement date of the Outcome Agreement.
- 10.2 Unless agreed otherwise in the Outcome Agreement, all new Intellectual Property Rights (**New IP**) created by the Provider while performing the Services will be owned by the Provider upon their creation.
- 10.3 The Provider and the Purchasing Agency may agree mutually acceptable use terms (**Agreed Uses**) for New IP and record these in the Outcome Agreement.
- 10.4 The owner of any New IP, whether the Provider or the Purchasing Agency, grants to the other party a perpetual, irrevocable, royalty-free and non-exclusive licence to use, copy, modify and distribute such New IP for any purpose connected with the performance of the Outcome Agreement and any Agreed Uses.
- 10.5 Each party to the Outcome Agreement warrants that any Intellectual Property Rights it provides under or in connection with the Outcome Agreement do not infringe the Intellectual Property Rights of any third party.

11. Termination

11.1 *Termination of an Outcome Agreement for convenience*

Unless specified otherwise in the Outcome Agreement, the Purchasing Agency or the Provider may terminate the Outcome Agreement by giving the other party at least 90 days prior written notice (or such other period agreed by the parties in writing).

11.2 *Termination of Outcome Agreement for breach*

- (a) Unless specified otherwise in the Outcome Agreement, the Purchasing Agency or the Provider may terminate the Outcome Agreement immediately by notice to the other party if:
 - (i) subject to clauses 11.2(b) and (c), the other party commits a breach of the Outcome Agreement and such breach is not remedied within 14 days (or such longer period agreed by the parties in writing) of receiving written notice of the breach; or
 - (ii) the other party ceases or threatens to cease to carry on most or all of its business operations, becomes insolvent or suffers any analogous event.
- (b) Instead of exercising its rights under clause 11.2(a)(i), the non-breaching party may request that the breaching party implement a Remedy Plan. However, if a Remedy Plan is not agreed by the parties by a date specified by the non-breaching party (acting reasonably), the non-breaching party may exercise its rights in accordance with clause 11.2(a)(i).

or otherwise impairs or might appear to impair the ability of the Provider (or any of its Personnel or subcontractors) to diligently and independently provide the Services to the Purchasing Agency under the Outcome Agreement;

Framework Terms and Conditions means these terms and conditions;

Intellectual Property Rights includes copyright and all present and future intellectual property rights as may exist anywhere in the world, whether conferred by statute, at common law or in equity, and whether or not registered or capable of registration, in relation to inventions (including patents), trade marks, designs, rights in databases and any proprietary business methodology;

Law means:

- (a) any statute, regulation, bylaw, ordinance or subordinate legislation in force from time to time to which a party is subject;
- (b) the common law and the law of equity as applicable to the parties from time to time;
- (c) any binding court order, judgment or decree;
- (d) any applicable industry code, convention, policy or standard enforceable by law; and
- (e) any applicable direction, policy, permission, consent, licence, rule or order that is binding on a party and that is made or given by any governmental, legal or regulatory body having jurisdiction over a party or any of that party's assets, resources or business,

in any jurisdiction that is applicable to an Outcome Agreement;

New IP has the meaning given in clause 10.2;

Other Purchasing Agency means, in relation to an Outcome Agreement, each Purchasing Agency that is also a party to that, or any other, Outcome Agreement with the Provider;

Outcome means each outcome described in the Outcome Agreement;

Outcome Agreement means an Outcome Agreement signed by one or more Purchasing Agencies and the Provider detailing the Services;

Outcome Agreement Management Plan means, if applicable for the Outcome Agreement, the contract management plan relating to how the Purchasing Agency, and any Other Purchasing Agencies and the Provider will work together under the Outcome Agreement;

Personnel means all individuals engaged by a party in relation to an Outcome Agreement and includes a party's (and a subcontractor's) employees, individual contractors, volunteers, representatives, agents and, in respect of a Purchasing Agency, includes an auditor or reviewer appointed under clauses 5.4 or 5.5;

Provider means the non-government organisation named as the provider in an Outcome Agreement;

Purchasing Agency means:

- (a) each Public Service department, as defined in section 27 of the State Sector Act 1988;
- (b) the New Zealand Defence Force, the New Zealand Police, the New Zealand Security Intelligence Service, the Parliamentary Counsel Office, the Clerk of the House of Representatives and the Parliamentary Corporation;
- (c) each Crown Entity, as defined in section 7 of the Crown Entities Act 2004;
- (d) each organisation listed in the fourth schedule to the Public Finance Act 1989;
- (e) each local authority, as defined in section 5 of the Local Government Act 2002,

that is a party to an Outcome Agreement;

Relationship Manager means the relationship manager appointed by each party and named as a relationship manager in an Outcome Agreement;

Remedy Plan means a written plan that may be entered into by the Provider and the Purchasing Agency to address any non-performance issues, such Remedy Plan will identify:

- (a) the non-performance issue;
- (b) how and why the non-performance issue arose; and
- (c) what action the Provider or the Purchasing Agency (whichever is relevant) must take to address or resolve the non-performance issue to the satisfaction of the other, and a timetable for such actions to be completed;

Services means, for an Outcome Agreement, each of the services the Provider will perform to contribute towards achieving each Outcome as described in the Outcome Agreement.

Interpretation: Unless the context otherwise requires:

- (a) a reference to a “party” or the “parties” are to a party or all parties to the Outcome Agreement and includes that party’s respective successors in title and permitted assigns (and, where the context so permits, its respective Personnel, Subcontractors and representatives);
- (b) the word “including” and other similar words do not imply any limitation;
- (c) a reference to documentation (including these Framework Terms and Conditions) includes a reference to that document as varied, supplemented, novated or substituted from time to time;

- (d) headings are not to be used for interpretation;
- (e) the Introduction, Purpose & Context Statement and Relationship Principles form part of these Framework Terms and Conditions; and
- (f) the singular includes the plural and vice versa.

Proactively released