TECHNICAL DATA AND SOFTWARE RIGHTS SCHEDULE (CORE)

* 1. Attachment D consists of the following annexes:
     1. Sublicence Restrictions on Use of TD and Software (Core);
     2. Commonwealth Material (Optional).

SUBLICENCE Restrictions on use of td and software (CORE)

Note to tenderers: Annex A defines any restrictions on the Commonwealth’s TD and Software sublicencing rights (clause 5.2.2b(v) of the COC) granted under any resultant Contract. Annex A will consist of an amalgamation of information contained in this Attachment D, the successful tenderer’s response to TDR C-5 and any negotiated adjustments.

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| --- | --- | --- | --- | --- | --- |
| **Unique Line Item Description** | **Owner or Licensor** | **System / Subsystem / Component / CI Name** | **Description of TD or Software** | **Restrictions on Commonwealth's rights to sublicence the TD or Software**  **(Clause 5.2.2b(v) of the COC)** | **Justification for Restriction(s)** |
| **(a)** | **(b)** | **(c)** | **(d)** | **(e)** | **(f)** |
| *Example: D-1-1* | *Contractor* |  | *Training Materials / Manual / Learning Management Package* |  |  |
| *Example: D-1-2* | *Contractor* |  | *Design Data / Software Code* |  |  |

COMMONWEALTH MATERIAL (OPTIONAL)

Note to drafters: The Commonwealth’s default position is to not own IP created under the Contract or a Subcontract. However, in limited cases for national security and/or strategic interest reasons (where the Commonwealth wishes to prevent the Contractor from using and/or sharing Commonwealth Material with a third party), the Commonwealth can require ownership of IP in specific items of TD or Software.

In the Complex Services context, the Commonwealth may elect to own training material that describes a Defence capability and how it is used by the Commonwealth

For any TD or Software that is listed in this Annex B, any new IP in that TD or Software ownership is assigned to the Commonwealth or its nominee under clause 5.1.3 of the draft COC. Column (c) should describe the class or type in sufficient detail as to enable the identification of TD or Software that comes within the relevant class or type. Column (b) is to include a cross reference to the Contract document or Deliverable, where the relevant TD or Software is to be listed in greater detail.

Note to tenderers: Tenderers are to describe in column (c) of Table 2, the classes or types of TD or Software (if not already specified by the Commonwealth) that will be created as part of the Services being provided. For each item of TD or Software that falls within the class or type listed in column (c), the ownership of IP relating to that item will be assigned to the Commonwealth. The relevant TD or Software is referred to as Commonwealth TD or Commonwealth Software (as applicable).

If any Commonwealth TD or Commonwealth Software contains IP owned by the Tenderer or a proposed subcontractor (being IP in existence prior to the Effective Date or created outside the Contract and Subcontracts), the Contractor is to grant a licence to the Commonwealth of that IP under clause 5.2 of the draft COC (subject to any proposed restrictions listed in Table 1). Tenderers should note that such restrictions should not prevent the use of the Commonwealth TD or Commonwealth Software as provided for in the Contract under clause 5.11.1b.

This Table 2 does not deal with licences for GFM that are provided by the Commonwealth to the Contractor (see clause 5.6 of the draft COC and Attachment G).

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| --- | --- | --- | --- | --- | --- | --- |
| Unique Line Item Description | Item Reference as specified in TDL Detailed Requirements | Equipment/ System/ Subsystem/ Component/CI Name | Description of TD or Software | Name of Assignee | Restrictions on non-Commonwealth owned IP  (refer Unique Line Item Description from Table 1 if required) | Restrictions on licences granted by the Commonwealth under clause 5.6.2 of the COC |
| (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| 1. *Example: D-B-1* | 1. *ABC#1003* | 1. *[INSERT]* | 1. *Training Supplement for Defence Security Couse No. 1234* | 1. *Commonwealth* | 1. *Nil* | 1. *The Contractor may not sublicence the TD to any party without Commonwealth Representative approval.* |