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## **SERVICES SUPPLY AGREEMENT**

**BETWEEN**

**CACI LIMITED**

**AND**

**[xxx]**

## Services Supply Agreement

This Services Supply Agreement (Agreement) is made between:

[xxx] incorporated and registered in England and Wales with company number [xxx] whose registered office is at [xxx] (**Customer**)

And

CACI Limited incorporated and registered in England and Wales with company number 01649776 whose registered office is at CACI House, Kensington Village, Avonmore Road, London W14 8TS (**CACI**)

Whereas:

- A. [Describe background of Customer .....];
- B. CACI is a provider of systems and software engineering services to/for various UK Government Departments/projects including the [ ] and to companies and organisations in related industries
- C. The parties have agreed that CACI, operating through its Information Intelligence Group (IIG) division (based in Bristol), may from time to time providing services to the Customer.

The parties are agreed as follows:

### 1. Definitions

**Agreement** means these terms and conditions, its appendices and any Work Package(s).

**Confidential Information** means confidential or proprietary data or information disclosed by one party to the other under this Agreement (i) in written, graphic, machine recognizable, electronic, sample, or any other visually perceptible form, which is clearly designated as "confidential" or "proprietary" at the time of disclosure, and (ii) in oral form, if it is identified as confidential at the time of disclosure, and confirmed in a written summary designated as "confidential" or "proprietary" within thirty (30) days after disclosure.

**Fees** means the agreed fees as detailed in Appendix 1 (Statement of Service) and the applicable Work Package.

**Intellectual Property Rights** means all intellectual property, including patents, utility models, trade and service marks, trade or business names, domain names, rights in designs, copyrights, moral rights, topography rights, and database rights and know-how, in all cases whether or not registered or registerable in any country (including but not limited to the United Kingdom) for the full term of such rights including any extension to or renewal of the terms of such rights including registrations and applications for registrations of any of these and rights to apply for the same and all rights and forms of protection of a similar nature or having equivalent effect to any of these anywhere in the world.

**Services** means the services as detailed in Appendix 1.

**UK GDPR** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018, or any successor legislation in force in the UK and in either case as amended

and/or updated from time to time.

**Work(s)** has the meaning set out in the Work Package.

**Work Package** means each project agreed between the parties and set out in a format substantively similar to Appendix 1.

## **2. Scope of Services**

- 2.1 CACI will supply the Services. The first Work Package under this Agreement is detailed in Appendix 1. The parties further agree that any future Services shall be bound by the terms of this Agreement by providing further Work Packages each signed and dated by both parties. Any changes to existing Work Packages shall be agreed by both parties and the Work Package amended in writing.
- 2.2 Customer is not obliged to offer on-going contracts or work to CACI nor is CACI obliged to accept such contracts or work if offered.
- 2.3 CACI may at any time and without giving Customer prior notice make any changes to the Services that are necessary to comply with any applicable safety or other statutory requirements.

## **3. Term and Termination**

- 3.1 The term of this Agreement shall commence on the Effective Date and shall continue until terminated by either party giving 30 working days written notice of its intention to terminate the Agreement. In the event that there are on-going Work Packages, the termination of the Agreement shall not take place until all Work Packages are completed unless otherwise agreed by the parties.
- 3.2 Either party may immediately terminate this Agreement if the other party has a receiver or administrator or administrative receiver appointed over the whole or any substantial part of its business or assets or if any order is made or a resolution is passed for its winding up (other than for the purpose of a bona fide amalgamation or reconstruction). Either party shall notify the other in writing immediately upon the occurrence of any of the above events.
- 3.3 Either party may terminate this Agreement upon prior written notice if the other party commits a material breach of its obligations under this Agreement and fails to remedy the same within 30 working days of such notice. Such termination shall come into effect immediately following the end of such notice period.
- 3.4 Upon termination of this Agreement for whatever reason, CACI shall, unless otherwise directed by Customer, immediately cease all work pursuant to this Agreement and shall deliver up to Customer any and all materials which are the property of Customer or any work performed by CACI under this Agreement and Customer shall pay CACI to the date of termination for all work carried out to that date.

## **4. Fees and Payment**

- 4.1 Customer shall pay CACI the Fees in accordance with the Payment Schedule, if any, specified in the Work Package. Otherwise CACI shall present invoices on a monthly in arrears basis and invoices shall become due 30 days from the date of a correct invoice. If the Customer is in material default of this clause 4.1, all of the Fees under this Agreement shall immediately become payable.
- 4.2 In the event Customer considers that an invoice submitted by CACI is incorrect, Customer will notify CACI without delay so that the matter may be discussed and any errors resolved.
- 4.3 CACI shall be responsible for all taxes, National Insurance or other contributions which are or may be

payable out of, or as a result of the receipt of, any fees or other monies paid or payable in connection with the payment of fees to CACI for the provision of the Services, including, for the avoidance of doubt, any remuneration, benefits, expenses (except as agreed herein), PAYE or similar.

## **5. Warranties**

- 5.1 CACI shall perform the Services in a professional and workmanlike manner and using reasonable skill and care. CACI warrants that its personnel will have the know-how, expertise, qualifications, expertise and necessary experience to perform the Services.
- 5.2 Except for title warranties all other implied warranties are excluded, including warranties for satisfactory quality and fitness for a particular purpose.

## **6. CACI's Obligations**

- 6.1 CACI will provide the Services specified in Appendix 1 throughout the contracted period(s).
- 6.2 Subject to clause 7.1, CACI shall take reasonable steps to comply with any Key Delivery Milestones detailed in the appropriate Work Package or any other targets for progress or delivery of the Services as agreed by the parties in writing.
- 6.3 CACI shall:
  - 6.3.1 whilst present at the Customer's premises comply with the rules and regulations of the Customer, including but not limited to health, safety, security and confidentiality rules insofar as these are applicable to an external supplier, visitor or contractor and where they are advised of such;
  - 6.3.2 observe all reasonable and lawful instructions of Customer;
  - 6.3.3 take reasonable security precautions with materials and information under its control.
- 6.4 While CACI's methods of working shall be its own, CACI shall comply with all reasonable requests to abide by Customer nominated process and quality standards applicable to the Services and notified to CACI. Without prejudice to the foregoing, Customer shall not control, nor have any right of control as to how CACI is to perform the Services.
- 6.5 In the event Customer requests CACI to perform work or services which are outside the Services as described in the Work Package(s), CACI shall immediately advise Customer and CACI shall not be obliged to proceed with such work unless there is written agreement between Customer and CACI to so extend the Services.
- 6.6 Where detailed in a Work Package, CACI shall provide the specified facilities, material, equipment and services.
- 6.7 Where a Work Package states that CACI will provide personnel including named personnel, CACI may, at its discretion, offer a substitute of equivalent skills, experience and qualifications to carry out the Work. In this event, CACI shall provide an overlap period at no cost to ensure a smooth and comprehensive transition of the work.

## **7. Customer Obligations**

- 7.1 Customer shall, during the duration of any Work Package:

- 7.1.1 ensure reasonable working conditions and facilities are provided for CACI's personnel when working at Customer's premises;
- 7.1.2 ensure provision to CACI of Customer regulations, standards, documentation, access to systems and materials applicable to or necessary for provision of the Services;
- 7.1.3 perform any Customer dependencies that are identified in a Work Package (or communicated to the Customer in writing) in a timely manner; and
- 7.1.4 provide a named contact point who will liaise with CACI on management issues regarding provision of the Services.

## **8. Confidentiality**

- 8.1 Each party will (i) maintain the confidentiality of the Confidential Information and not disclose it to any third party, except as authorised by the original disclosing party in writing; (ii) restrict disclosure of Confidential Information only to employees, third party contractors and sub-contractors who have a "need to know" in order for the party to perform its obligations and exercise its rights under this Agreement, and who are bound to maintain the confidentiality of the Confidential Information by terms of nondisclosure no less restrictive than those contained herein; (iii) handle Confidential Information with the same degree of care the receiving party applies to its own confidential information, but in no event, less than reasonable care; (iv) use Confidential Information only for the purpose of performing, and to the extent necessary to fulfil, its obligations under this Agreement; and (v) promptly notify the other party upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorised actions or breaches of this Agreement. Neither party will reverse engineer, de-compile, or disassemble any of the Confidential Information. Confidential Information is and at all times will remain the property of the disclosing Party. No use of any Confidential Information is permitted except as expressly provided herein, and no grant under any proprietary rights is hereby given or intended, including any license implied or otherwise.
- 8.2 Notwithstanding anything to the contrary herein, neither party has an obligation to preserve the confidentiality of any information that is: previously known, or received rightfully by the receiving party without any obligation to keep it confidential; distributed to third parties by the disclosing Party without restriction; publicly available other than by unauthorised disclosure by the receiving party; or independently developed by the receiving party.
- 8.3 In the event that Confidential Information is lawfully ordered to be disclosed by a competent court, tribunal or regulatory or governmental authority, the receiving party may make such disclosure, provided the receiving party informs the disclosing party in writing as soon as possible after the legal obligation to disclose arises and provided the receiving party maintains the confidentiality of as much as possible of the relevant Confidential Information ordered to be disclosed.
- 8.4 The existence of this Agreement [shall/shall not] be treated as confidential and either party [may/may not] disclose this fact to other customers or prospective customers including listing details of the other party on its company web sites and literature. Except as may be required by applicable law, neither party shall disclose to any third party the contents of this Agreement without the prior written consent of the other party.
- 8.5 The parties' obligations under this Agreement to keep confidential and restrict use of the Confidential Information will survive five (5) years from expiration or termination of this Agreement.

- 8.6 CACI and CACI's personnel shall, when required, sign separate confidentiality agreements as part of the Customer's standard on-site working procedures.

## **9. Liability**

- 9.1 Nothing in this Agreement shall exclude or limit either party's liability for fraud or for personal injury or death caused by the party's negligence or for any matter which cannot be lawfully excluded.
- 9.2 Subject to clauses 9.1 and 9.3, CACI's aggregate liability for any claims, demands, damages, costs (including legal costs) and expenses resulting from any tortious act or omission and/or breach of the terms and conditions set out in this Agreement shall not exceed an amount equal to 125% of the total Fees paid or payable in respect of the relevant Work Package that is the subject of a claim.
- 9.3 In no event shall CACI be liable for:
- 9.3.1 any loss of profit, loss of revenue, business interruption, loss of or damage to goodwill or data, loss of savings, ex gratia payments (whether anticipated or otherwise);
  - 9.3.2 any consequential, special or indirect loss or damage;
  - 9.3.3 any wasted expenditure.

whether such losses are caused by negligence, breach of contract or otherwise and whether or not such losses were foreseeable at the commencement of the Agreement.

- 9.4 Nothing in this Clause 9 shall affect a Party's general duty to mitigate its loss.
- 9.5 CACI shall effect and maintain with a reputable insurance company or companies, the necessary policy or policies of insurance to provide an adequate level of cover in respect of all insurable risks that are undertaken by CACI in this Agreement. Such policies shall include, inter alia, cover for death or personal injury, cover in respect of financial loss arising from advice given or omitted by CACI and where any private vehicle is used for business travel, third party liability cover for such use. Upon request by Customer, CACI provide up to date copies of such insurance policies. The terms of any such insurance shall not relieve CACI of any liabilities under this Agreement or any statute.

## **10. Intellectual Property**

- 10.1 Each party shall retain ownership of all Intellectual Property Rights provided to the other in the context of this Agreement. For the avoidance of doubt, neither party shall be deemed to have granted the other any licence to use the Intellectual Property Rights other than for the purposes of the performance of the relevant Work Package.
- 10.2 The ownership and rights to use any Intellectual Property Rights discovered or created by CACI in the course of or for any work (including the Services) carried out in the performance of this Agreement therein shall be determined in the relevant Work Package, using one of Options A to C as set out in Appendix 1. The provisions for the relevant option specified in the Work Package shall apply to the Work (such term as defined in the Work Package) created under that Work Package and be incorporated into this Agreement in respect of such Work Package. In the event that the Work Package does not specify an option, then Option A shall apply to that Work Package. The Work Package may specify more than one Option for each part of the relevant Work. Appendix 2 sets out the relevant terms applicable to each Option.

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## **11. Non-Solicitation**

- 11.1 Each party agrees not to solicit, engage or employ the other party's employees, staff, agents or subcontractors, who are providing services under any Work Package ("Affected Persons") during the term of that or a related Work Package and for a period of six (6) months following the completion thereof, unless otherwise agreed by the Parties. Bona fide general advertisements for employment, whether placed in newspapers, trade publications, on the Internet or in any other media, shall not constitute a breach of this clause 11.1. Notwithstanding anything in this Agreement, a party's sole remedy or sole liability for breach of this clause 11.1 shall be limited to a maximum £50k per Affected Person actually solicited, engaged or employed by Customer or CACI in breach of this clause 11.1.

## **12. Force Majeure**

- 12.1 Neither Party will be in default of its obligations hereunder to the extent that its performance is delayed or prevented by a force majeure, which is defined as an event, circumstance, or act of a third party that is beyond the Party's reasonable control and could not have been avoided by the exercise of due care.

## **13. Relationship Between the Parties**

- 13.1 The parties are each independent contractors with respect to this Agreement. This Agreement does not, and shall not constitute, create, give effect to or otherwise imply an employment relationship, joint venture, partnership or formal business organisation of any kind. Under no circumstances shall CACI-supplied personnel be construed to be employees or agents of Customer for any purpose.
- 13.2 Neither party can assign any of their rights under this Agreement without the consent of the other party, which shall not be unreasonably withheld.
- 13.3 No-one who is not a party to this Agreement has any benefit or any right to enforce this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.

## **14. Notices**

- 14.1 All notices, consents, requests, demands, or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be by hand delivery with acknowledgement of receipt, or sent by Registered mail to the addresses shown at the head of this Agreement. Any notice given hereunder shall also be copied to the Chief Legal Officer of CACI at the same address. Either party may change its address by written notice to the other party.

## **15. Governing Law**

- 15.1 The validity, interpretation and/or enforcement of this Agreement shall be governed by and construed according to the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

## **16. General**

- 16.1 Failure of a party to enforce at any time or for a period of time any provision of this Agreement shall not be construed to be a waiver of that provision or of the rights of that party thereafter to enforce that and every other provision.



- 16.2 If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties in agreeing to that provision without illegality. If such amendment proves impossible, that provision by joint agreement may be severed from this Agreement and the remaining provisions shall remain in full force and effect unless both parties agree that the effect of such declaration is to defeat the original intention of the parties in which event either party shall be entitled to terminate this Agreement on thirty (30) days' written notice.
- 16.3 Any amendment to this Agreement can only be made in writing and executed by authorised signatories of both Parties.
- 16.4 The headings in this Agreement are for the Parties' convenience and do not form a part of, or affect the meaning or interpretation of this Agreement.
- 16.5 Neither Party will issue a press release or make any similar public announcement regarding this Agreement without the other Party's prior written consent.
- 16.6 CACI may subcontract any portion of this Agreement without Customer's prior written consent. CACI retains responsibility for all Services subcontracted hereunder.
- 16.7 Any obligations or responsibilities which by their nature extend beyond the expiration or termination of this Contract shall survive and remain in effect in the event of any such expiration or termination.
- 16.8 In the event of a conflict between this Agreement, an Appendix or a Work Package, the following shall be the order of precedence: the Agreement, the relevant Work Package, the Appendices.
- 16.9 Each Party shall comply with all applicable laws, regulations and sanctions relating to anti-bribery, anti-corruption and anti-slavery including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015.
- 16.10 Each Party will comply with its applicable obligations under the UK GDPR and Data Protection Act 2018, as amended or superseded from time to time. Where CACI is required to process personal data (as defined in the Data Protection Act 2018) on behalf of the Customer, the parties agree to enter into an appropriate data processing agreement before any such processing takes place which shall govern such processing of personal data by CACI on behalf of the Customer.

## **17. Entire Understanding**

- 17.1 This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior discussions, agreements and representations, whether oral or written and whether or not executed by Customer and CACI. Terms and conditions stated on any purchase order, quote, acknowledgement, invoice or other such document relating thereto, will not change, alter, or add to the terms of this Agreement and its attachments.

## **18. Authority**

- 18.1 Each party hereto represents and warrants that (i) the persons executing this agreement on its behalf have express authority to do so, and, in so doing, to bind the party thereto; (ii) the execution, delivery, and performance of this Agreement does not violate any provision of any bylaw, charter, regulation, or any other governing authority of the party; and (iii) the execution, delivery and performance of this Agreement has been duly authorised by all necessary partnership or corporate action and this Agreement is a valid and binding obligation of such party, enforceable in accordance





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with its terms.

This Agreement is executed in duplicate by each of the parties and becomes effective on the later of the dates written below (Effective Date).

For and on behalf of  
**CACI Limited**

For and on behalf of  
**[xxx]**

.....  
Signed

.....  
Signed

.....  
Title

.....  
Title

.....  
Date

.....  
Date

## Appendix 1 To Services Supply Agreement

### Statement of Services

#### 1. Description of Services

[ ]

#### 2. Experience, Qualifications Required

[ ]

#### 3. Rates

[For the period dd/mm/yy to dd/mm/yy, CACI shall be paid £x per hour worked.] All fees are quoted exclusive of VAT and reasonable expenses. VAT will be added to fees and expenses on a standard rate basis.

The following expenses shall also be chargeable [amend as necessary]:

[ Car mileage at [ ] pence per mile;  
Hotel & accommodation costs at an all-inclusive rate of £xx;  
Rail travel;  
Taxis;  
Air fares;]

Such expenses shall be chargeable at actual cost. All expenses must be supported by receipts where normally provided.

Where CACI is required to provide any Services at a location other than the Base Location as detailed in the relevant Work Package, the following expenses shall also be chargeable [amend as necessary]:

[ Car mileage at [ ] pence per mile;  
Hotel & accommodation costs at an all-inclusive rate of £xx;  
Rail travel;  
Taxis;  
Air fares;]

Such expenses shall be chargeable at actual cost. All expenses must be supported by receipts where normally provided.

All absences shall, where possible, be agreed in advance with Customer. CACI should give as much notice as possible of proposed absences and provide proposals to minimise any delays or disturbances to the performance of the Services. Holidays, sickness or other absences shall be not be paid.

#### 4. Contract Management

Customer and CACI shall each provide a contact for each Work Package who will be responsible for the day to day management issues of the Services.

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## Work Package No 1 to Services Supply Agreement

### A Description of Work

To support the development of certain systems and/or software for the Customer/its client i.e. [name of end client], on the programme known as [xxx].

### B Details of Personnel

[Insert levels of staff needed e.g. senior design engineer, systems analyst etc etc and/or named personnel you want.]

[If named staff are business critical include:

"In the event that any of the named CACI staff become unavailable, CACI may offer a substitute of equivalent skills, experience and qualifications to carry out the Work. In this event, CACI shall provide an overlap period at no cost to ensure a smooth and comprehensive transition of the work."]

### C Duration

The duration of this Work is from [dd/mm/yy to dd/mm/yy] inclusive unless terminated earlier in accordance with the terms of the Agreement or extended in accordance with the terms of the Agreement.

### E Location

CACI shall be required to work on site at [.....] (Base Location). This Base Location may be subject to change provided CACI agrees to the change and that the Customer gives sufficient prior notice and agreement is reached on any changes to compensation or terms of this Agreement.

### F Fees

The maximum Fees for this Work Package are £x. This assumes x person at 37 hours per week for x weeks. Customer shall have no liability for any costs above this limit unless it has been agreed in writing by authorised representatives of both parties.

Working Hours – Standard working hours are Mon to Fri xx.xx to xx.xx. Working outside these times and for hours in excess of a normal working week require prior written authorisation. The standard hourly rate set out above applies for any overtime or non-standard hours worked. Such additional hours shall be included in the overall maximum Fees unless agreed otherwise.

### G Key Delivery Milestones

[List any if known for example the Customer's deadline to get a job done.]

### H Customer Dependencies

[List any, for example, Customer must provide/complete the following types of xxxx data/materials/tasks by xxxx date, in order for CACI to perform xxxx tasks]

### I Intellectual Property Rights

Pursuant to clause 10 in the Agreement, the parties have selected the following option; the terms of each option are detailed in Appendix 2: [Select option as set out in Agreement clause 10]

Option	Brief Description	Select (X)
A	CACI owns all Intellectual Property Rights in Work and grants to Customer a perpetual, non-exclusive, royalty free licence to use, reproduce, modify and sublicense that Work in the ordinary operation of its business.	
B	Customer owns all Intellectual Property Rights in Work and grants to CACI a perpetual, non-exclusive, royalty free licence to use, reproduce, modify and sublicense that Work in the ordinary operation of its business.	
C	Customer owns all Intellectual Property Rights in Work and grants a licence to CACI to use that Work solely for the purpose of performing its obligations under the Agreement.	

**Exclusivity period (if applicable) as per section 5 of Appendix 2:** ☒ months from the date of this Work Package

J      Contacts

The Customer contact name for this Work Package is .....

Tel no: ..... Mobile: .....

CACI contact name for this Work Package is .....

Tel no: ..... Mobile: .....

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## **Appendix 2 To Services Supply Agreement**

### **Intellectual Property Provision Options**

In accordance with Clause 10.2 of the Agreement, the ownership of and rights to use the Works and all Intellectual Property Rights therein shall be determined in the relevant Work Package by specifying one of the below options. The specified option shall apply to the relevant Work Package and all Works created thereunder and be incorporated into the Agreement in respect of such Work Package in addition to the provisions of Clause 10 of the Agreement.

#### **1. RESTRICTIONS**

- 1.1 Option A is subject to the following additional restrictions:
  - 1.1.1 Except for back-up purposes or as otherwise expressly provided in this Agreement, the Customer shall not use, reproduce, sell, license, dispose of, deal with, rent, lease, sublicense, loan, modify, adapt, or use for the benefit of a third party the whole or any part of the Works; and
  - 1.1.2 The Customer shall not modify, decompile, recompile, disassemble or reverse engineer any software that is forms part of or is included in the Works.

#### **2. OPTION A**

- 2.1 All Intellectual Property Rights in and to the Works shall belong to CACI and/or its third party licensors.
- 2.2 CACI hereby grants to Customer a non-exclusive (subject to the Exclusivity Option in clause 5 below if specified in the Work Package) perpetual, irrevocable, transferable licence, with the right to sublicense, to use, reproduce, modify and exploit the Works for the purpose of the ordinary operation of its business.
- 2.3 CACI shall ensure that it has all necessary consents from third parties to grant the licence granted under Clause 2.2 above.

#### **3. OPTION B**

- 3.1 All Intellectual Property Rights in and to the Works shall belong to Customer. CACI hereby assigns to Customer, including by way of present assignment of future rights, all right, title and interest in the Works, including all rights and powers arising or accrued in connection with the Intellectual Property Rights including the right to sue for damages and other remedies in respect of any infringement of the rights in or in respect of such Intellectual Property Rights.
- 3.2 Customer hereby grants to CACI a non-exclusive (subject to the Exclusivity Option in clause 5 below if specified in the Work Package) perpetual, irrevocable, transferable licence, with the right to sublicense, to use, reproduce, modify and exploit the Works for purpose of the ordinary operation of its business.
- 3.3 CACI shall procure that its sub-contractors and any third party that creates or develops Works (or any part of them) assigns all of its rights in such Works to CACI (to enable it to assign them to Customer under Clause 3.1 above).

- 3.4 CACI shall provide a copy of the source code of any software contained in a Works on completion of the work under the relevant Work Package.

#### **4. OPTION C**

- 4.1 All Intellectual Property Rights in and to the Works shall belong to Customer. CACI hereby assigns to Customer, including by way of present assignment of future rights, all right, title and interest in the Works, including all rights and powers arising or accrued in connection with the Intellectual Property Rights including the right to sue for damages and other remedies in respect of any infringement of the rights in or in respect of such Intellectual Property Rights.
- 4.2 Customer hereby grants to CACI a non-exclusive perpetual, irrevocable, transferable, non-sub-licensable licence, to use, reproduce, modify and exploit the Works for purpose of providing the CACI Services in accordance with the Work Package to Customer and for no other purpose.
- 4.3 CACI shall procure that its sub-contractors and any third party that creates or develops Works (or any part of them) assigns all of its rights in such Works to CACI (to enable it to assign them to Customer under Clause 4.1 above).
- 4.4 CACI shall provide a copy of the source code of any software contained in a Works on completion of the work under the relevant Work Package.

#### **5. EXCLUSIVITY OPTION**

- 5.1 This option may be agreed by the Parties and specified in the Work Package alongside Options A and B above.
- 5.2 This option applies as follows:
- 5.2.1 In the case of Option A: CACI shall not use, exploit and/or license any third party to use, exploit and/or sub-license the Works and/or any part of them for any purpose for the exclusivity period specified in the Work Package from the date of the Work Package.
- 5.2.2 In the case of Option B: The Customer shall not use, exploit and/or license any third party to use, exploit and/or sub-license the Works and or any part of them for any purpose for the exclusivity period specified in the Work Package from the date of the Work Package.