

Special Terms – Professional Services

These specific terms will apply to any Call Off Agreement where Supplier is providing professional services to Customer.

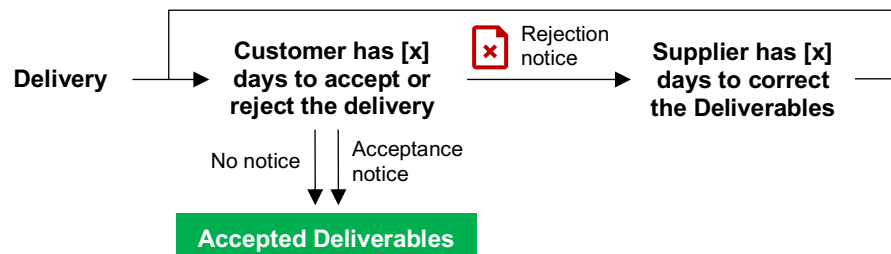
1. Services and Deliverables

1.1 Specifications

Supplier will perform the Services and provide the Deliverables to Customer in accordance with the specifications, milestones and any plan set out in the Call Off Form.

1.2 Acceptance

- 1.2.1. Customer will accept or reject the Deliverables by written notice within **[insert value]** days of delivery (and if Customer does not accept within that period, it will be deemed to have accepted the Deliverables). Within **[insert value]** days of receiving a rejection notice, Supplier will correct the deficiencies in the Deliverables so that they comply with this agreement. This procedure will be repeated for the revised Deliverables until Customer either accepts or provides a final rejection.



- 1.2.2. If Customer issues a final rejection, all Charges paid to by Customer to Supplier in respect of developing the Deliverables will be promptly refunded by Supplier to Customer and Customer may terminate this agreement by giving notice.

2. Intellectual Property Rights

2.1 Ownership and licence

- 2.1.1. Customer will own the Deliverables IP and Supplier hereby assigns the Deliverables IP to Customer. Supplier will take reasonable steps requested by Customer to perfect the assignment and Customer's ownership of the Deliverables IP.

- 2.1.2. Supplier states that Supplier has good and clear title to the Deliverables IP, free and clear of liens and encumbrances.

Type of IPR	Supplier	Customer
Deliverables IP	Creates and transfers Deliverables IP to Customer	Obtains ownership of DeliverablesIP

[Note to drafter: see the “IP approaches” alternatives in the playbook]

2.2 Moral rights

Supplier hereby waives and will procure the waiver of any moral rights in the Deliverables.

3. Definitions

Deliverables IP: any Intellectual Property Rights in the Deliverables.