

**SAC Commercial Limited and SRUC  
Standard Terms and Conditions of Contract (amended MFMac 27/03/2024)**

1 Interpretation

1.1 In these Conditions (as hereinafter defined):

**"Background IPR"** means all IPR owned by or licensed to either party at the commencement of the Contract or created or acquired by or licensed to either party, independently of the performance of the Contract, after the commencement of the Contract.

**"Company Secretary"** means our appointed secretary;

**"Conditions"** means the standard terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between you and us; references to a Condition by number are to the appropriate numbered Condition of these Conditions;

**"Contract"** means the Proposal and these Conditions and any variations agreed in writing between us;

**"Contract price"** means the total amount payable by you to us in respect of the Contract as provided for in the Proposal or our quotation or price list. In the event that no such prior provision has been made, the Contract price shall be calculated on a time and materials basis based on our then current standard daily fee rates;

**"Data Protection Legislation"** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 or any successor legislation; the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party







9.2 Our Background IPR in any data, information, goods or materials supplied to you by us shall not pass to you, but shall remain vested in us (or in any third party who may have such rights in goods or services supplied to us) and, unless expressly authorised to do so in terms of the Contract, you may not alter or interfere with the same. We hereby grant to you a royalty free, fully paid up, non-exclusive licence to use our Background IPR to the extent that this is reasonably necessary for the you to obtain the full benefit and use of the Services and of any IPR acquired by you pursuant to the Contract

9.3 Any IPR in any Computer Software supplied to you by us shall not pass to you but shall remain vested in us. By virtue of the Contract you will have a personal non-exclusive and non-transferable right by way of licence to use the computer software and the IPR therein, but only so far as necessary to enable you to make use of the same in your own business and name for the purposes of the Project. You are bound to treat the computer software and the IPR as secret and confidential to us, both during and after the period of use authorised hereunder. You will not (without our prior written consent) sell, charge, sub-

## 10 Publication and Confidentiality

data and equipment relating to the Project provided by you to us for the period agreed between the parties as stated in the Proposal.

#### 11. Your Property

12.3 Notwithstanding delivery and the passing of risk in the Goods, or any provision of these







