

- an opportunity to bid on an equal basis;
- (iv) the requirement is of an administrative nature best suited to local procurement;
 - (v) the procurement is for personal services.

Article 18
Intellectual Property

- (a) For the purpose of the Operating Agreement »Intellectual Property« means the rights relating to inventions in all fields of human endeavour, scientific discoveries, industrial design, trade marks, service marks and commercial names and designations, know-how, protection against unfair competition, copyright, and all other rights resulting from intellectual activity in the industrial and scientific fields.
- (b)
 - (i) EUTELSAT's policy on intellectual property shall be based on the principle of acquiring only those rights which are necessary to enable work to be performed by or for it;
 - (ii) In particular, ownership of intellectual property generated by a contractor in the performance of a EUTELSAT-funded contract shall be retained by the contractor.
- (c) In order to give effect to those principles, while at the same time observing generally accepted industrial practices, EUTELSAT shall, where work funded by it under contract contains a significant element of study, research or development, ensure for itself:
 - (i) the right to have disclosed to it without payment all intellectual property generated by such work;
 - (ii) licence to disclose and have disclosed without payment the intellectual property so generated to Parties and Signatories and other persons within the jurisdiction of a Party;
 - (iii) licence to use, and to authorize and have authorized to be used by Parties, Signatories and other persons within the jurisdiction of a Party, the intellectual property so generated. Where such use is connected with the EUTELSAT Space Segment or accessing earth stations, the licence shall be without payment; and where the use is for another purpose, the licence shall be on fair and reasonable terms and conditions to be settled between the owner of the intellectual property and the user; and
- (d) if possible, licences, on fair and reasonable terms and conditions, to use and have used as necessary for the reconstruction or modification of any product of a EUTELSAT-funded contract pre-existing intellectual property rights, that is to say rights other than those generated in the performance of such contract but which are required to contribute to the proper performance of such contract.
- (d) The Board of Signatories may approve a deviation from the policies described in subparagraphs ii), iii) and iv) of paragraph c) of this Article if during negotiations the Board of Signatories is satisfied that failure to deviate would prejudice EUTELSAT.
- (e) The Board of Signatories may also, if exceptional circumstances warrant, approve a deviation from the policy described in subparagraph ii) of paragraph b) of this Article provided all the following conditions are met:
 - (i) the Board of Signatories is convinced that failure to deviate would prejudice EUTELSAT;
 - (ii) the Board of Signatories decides that EUTELSAT should be in a position to ensure patent or similar protection in any country; and
 - (iii) the contractor concerned is not able or willing to ensure such patent or other similar protection within the appropriate time limit.
- (f) Where EUTELSAT has acquired rights in intellectual property by transfer from INTERIM EUTELSAT under Article 3 of the Operating Agreement or otherwise than under paragraph c) of this Article, it shall, on request, and provided it has the right to do so:
 - (i) disclose or have disclosed such intellectual property to any Party or Signatory without payment except