

ATTACHMENT A - Sample Contractual Statements

Boilerplate Statement of Ownership for Software Code and Intellectual Property for procurement instruments and contracts where the state retains sole ownership (and the entity has not received approval from the CITO for use of shared ownership provisions):

1. All original software and Software Code and related Intellectual Property developed or created by the Contractor in the performance of its obligations under this Contract or any Task Order issued under this Contract, shall become the sole property of the state of Kansas. The Contractor will surrender all original written materials, including any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, used to develop this software and/or Software Code and related Intellectual Property to the state entity for which it was developed.
2. All rights inherent to property ownership, such as, but not limited to copyrights, trademarks, and patents shall be vested solely with the state.
3. The work product ownership provisions of any subcontract or any Task Order issued under this Contract shall be substantially similar to the provisions of this section.

Boilerplate Statement of Ownership and Disclaimer of Liability for Contracts, where Contractor and state share ownership (and the entity has received prior written approval from the CITO for use of shared ownership provisions):

1. All original written materials, including any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, not including Confidential Information as set forth in this Contract ("Materials") herein developed or created by Contractor in the performance of its obligations under this Contract or any Task Order issued under this Contract, shall belong to the state and Contractor, each having the right to use Materials in its business without any obligation to account to the other. The state agrees it shall not advertise or market the Materials. However, Contractor shall be free to sell, market, or transfer the materials outside of this Contract.
2. Nothing in this Contract shall preclude Contractor from developing for itself, or for others, Materials or Deliverables that are competitive with those products as a result of the Services provided under this Contract or any Task Order issued under this Contract. Contractor shall be free to use ideas, concepts, know-how, methodologies, techniques, and the like related to the scope of Contractor's consulting and used in providing its Services to Customer under this Contract or any Task Order issued pursuant to this Contract.
3. In the course of its performance under this Contract or any Task Order issued under this Contract, Contractor may use or deliver products, materials, or methodologies that are proprietary to Contractor or a third party. The state shall not have or obtain any rights in such proprietary products, materials, or methodologies except pursuant to a separate written agreement executed by the state and the Contractor.
4. Work product ownership provisions of any subcontract shall be substantially similar to the provisions of this section.
5. The state owns this Software Code and related Intellectual Property jointly with and is granting Contractor the free use of any and all parts of the software. Use of the software and its Software

Code and related Intellectual Property may be used as Contractor sees fit. This Software Code and related Intellectual Property may not be used to develop software, or any derivative works that result in Kansas state government entities being charged compensation for the use of that software or related Intellectual Property or any derivative works.

6. The state is not responsible for any maintenance, upgrade, correct performance, error correction, enhancements, or adaptability of this software to Contractor's programs or processes. The use of this software is entirely Contractor's responsibility, including any maintenance, upgrades and adaptability. The state entity sharing this software may assist with adaptability provided that arrangements are made in advance for such assistance and for compensation of their time. In no event shall the state be liable to the Contractor or any third party for any incidental or consequential damages, including but not limited to indirect, special, punitive, or exemplary damages for loss of business, loss of profits, business interruption, loss of data, or loss of business information, that may arise from the use or implementation of this software in whole or in part, even if the Contractor or third party has been advised of the possibility of such damages.

NOTE: Entities may elect to draft additional language that describes arrangements where the state receives compensation for Software Code and related Intellectual Property, or derivative works marketed by the contractor.