



Ministry
of Defence

INNOVATIVE TECHNOLOGY ACQUISITION & DEVELOPMENT AGREEMENT

Agreement Title: FPV Tranche 2 Kits & Ancillaries

Agreement Reference: 715130453

Between the (The Buyer)	And (The Supplier)
Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland	Anartes Ltd a company registered in England and Wales under company number 14161461 and whose registered address/primary place of business is
Represented by	
Commercial X Ministry of Defence Zone D, Ground Floor, Ministry of Defence Main Building, Whitehall, London, SW1A 2EU	Bradninch Hall Castle Street Exeter England EX4 3PL
E-Mail : [REDACTED]	E-Mail: [REDACTED]

DATED	
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CORE TERMS

1 KEY AGREEMENT DETAILS

Contract number:	715130453	Contract value: Initial order value:	Up to £4,166,666.66 £2,283,750.00
Contract Requisition number:	62206703	Contract Duration:	Up to 2 years Initial 12 month with extension option of further 12 months
Order number:	TBC		

2 BACKGROUND

- 2.1 This Agreement has been entered into by the parties to support the Buyer's acquisition and development of **Goods and Services**. The terms of this Agreement will apply to all Goods and Services identified in Schedule 2 and acquired by the Buyer from the Supplier.

3 DEFINITIONS & INTERPRETATION

- 3.1 In this Agreement the definitions set out in Schedule 1 shall apply.
- 3.2 The following rules of interpretation shall apply to this Agreement:
- 3.2.1 a reference to a 'party' includes that party's personal representatives, successors to the personal representatives and any permitted assignees;
 - 3.2.2 a reference to a gender includes any gender;
 - 3.2.3 words in the singular include the plural and vice versa;
 - 3.2.4 the words 'include', 'includes', 'including' and 'included' must be read as if they were immediately followed by the words 'without limitation';
 - 3.2.5 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form, including email; and
 - 3.2.6 references to any legislation, order, regulation, or other similar instrument, shall be construed as a reference to the legislation, order, regulation or instrument as amended, replaced or consolidated and shall include any sub-ordinate legislation, order or regulation made under it.

4 ORDER OF PRECEDENCE

4.1 In the event of any conflict between the different parts of this Agreement, the following order of priority will apply (in descending order, with the first taking priority over the second and so forth):

- 4.1.1 Schedule 2
- 4.1.2 the Core Terms of this Agreement
- 4.1.3 any other Schedules to this Agreement; and
- 4.1.4 any documents or other materials referenced in this Agreement.

5 TERM

5.1 This Agreement will last for 2 years (24 months) from the Effective Date, unless terminated earlier (Clause 22) by either party in accordance with the termination provisions of this Agreement (the Term). At the end of the Term, this Agreement will automatically expire.

5.2 The Buyer may update this Agreement at any time.

- 5.2.1 The Buyer shall notify the Supplier of any updates to this Agreement in writing.
- 5.2.2 The Supplier will be given two (2) working weeks to demonstrate any negative impact to the Agreement, and if such can be demonstrated both parties will negotiate in good faith to either mitigate the impact or agree to update as it stands or agree to cancel the proposed update.
- 5.2.3 Any updates shall take effect within the time period notified by the Buyer to the Supplier. If the Supplier can demonstrate the updates will have a negative business impact on it, the Supplier shall be entitled to terminate this Agreement, and any Orders so impacted, by giving at least 30 days written notice to the Buyer.

6 GENERAL OBLIGATIONS AND STANDARDS

6.1 The Supplier shall:

- 6.1.1 comply with all laws applicable to the Supplier in relation to the delivery and performance of the Deliverables.
- 6.1.2 perform in accordance with the terms of this Agreement.
- 6.1.3 collaborate with the Buyer agreed by the parties in writing, as necessary to facilitate the successful delivery or performance of the Deliverables.
- 6.1.4 act in accordance with the reasonable instructions of the Buyer when carrying out work.
- 6.1.5 provide all information, documents, materials, data or other items particularised in the Agreement.

- 6.1.6 respond to any questions asked by the Buyer in relation to the Deliverables in a reasonable timeframe.
- 6.1.7 give the Buyer notice of any matter which will, or is likely to, delay or otherwise negatively impact the meeting the Deliverables. Notice under this clause will be given prior to any delay or impact occurring, or where that is not possible, as soon as possible after the delay or impact has occurred (and in any event within 2 business days of it occurring);
- 6.1.8 with the exception of any licences, permits or consents to be provided by the Buyer, the Supplier must obtain and maintain all necessary licences, permits and consents required to enable it to perform or deliver the Deliverables and comply with its obligations under this Agreement; and
- 6.1.9 ensure that it has and shall maintain all necessary rights in and to any Intellectual Property Rights necessary for the delivery and performance of the Deliverables.

6.2 When delivering Goods the Supplier will ensure that:

- 6.2.1 All Goods delivered must be new, or as new if recycled.
- 6.2.2 The transfers ownership of the Goods on Delivery or at payment of the Goods, whichever is earlier.
- 6.2.3 Any Goods delivered that are damaged or not as requested can be returned to the Supplier at no cost to the Authority, and the Supplier will then refund any payments received within thirty (30) days.
- 6.2.4 Any undelivered Goods can be cancelled by the Buyer with reasonable notice.
- 6.2.5 The Buyer has the right to reject and Goods that they have taken ownership of, if within four (4) working weeks, they identify that the Goods do not conform to the requirements of the Buyer. On receiving Notice of rejection, the Supplier must at its own cost repair, replace, refund or substitute the identified Goods.

7 WARRANTIES

7.1 The Supplier warrants that:

- 7.1.1 it has the capability and authority to enter into this Agreement.
- 7.1.2 the Deliverables shall be performed in accordance with Good Industry Practice that may include specific regulatory requirements as specified by the Buyer.
- 7.1.3 the Deliverables shall be performed with reasonable skill, care and diligence.
- 7.1.4 the Deliverables will meet current industry standards or practices, and the requirements as defined by the Buyer. If requested the Supplier can demonstrate that this has been validated and tested.

- 7.1.5 all Staff used to deliver the Deliverables have the necessary experience, security clearance (minimum is Baseline Personnel Security Standard), and/or qualifications to do so.
- 7.1.6 it shall maintain appropriate physical controls to prevent against unauthorised access to any Information made available to them under this Agreement.
- 7.1.7 The Supplier warrants that it has full and unrestricted ownership of the Goods at time of transfer of ownership.
- 7.1.8 The Supplier warrants that the Goods shall be:
- 7.1.8.1 Of satisfactory quality as defined in the Sale of Goods Act 1979
 - 7.1.8.2 Fit for any purpose identified by the Buyer or Supplier in writing and agreed by the Supplier
 - 7.1.8.3 Free from defects in design, material and workmanship
- 7.1.9 as at the Effective Date, the Supplier is not aware of any proceedings or other steps which have been taken and not discharged, for the bankruptcy, winding-up or dissolution of the Supplier or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues; and
- 7.1.10 for so long as this Agreement remains in force the Supplier shall give the Buyer notice of any proceedings or other steps to the effect of those set out in clause 7.1.9 within 20 business days of them being aware.
- 7.2 Except as expressly stated in this Agreement, all other warranties, whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

8 FEES & PAYMENT

- 8.1 The Buyer shall pay the Supplier the Fees set out in the Schedule 2. Fees shall be inclusive of expenses, unless stated otherwise in Schedule 2.
- 8.2 All Fees shall be exclusive of VAT. VAT must be clearly identifiable on any invoice. The Fees shall be inclusive of any other taxes or duties which may apply.
- 8.3 It is the Supplier's responsibility to ensure it correctly calculates and accounts for any applicable VAT. The Supplier must only claim VAT which it is legally required to claim. The Supplier shall indemnify the Buyer for any incorrectly or improperly claimed VAT, or any failure to account for or pay any VAT.
- 8.4 All invoices shall be submitted, and all Fees shall be paid, via the Buyer's nominated Agreement, Purchasing and Finance (CP&F) electronic procurement tool.
- 8.5 Fees shall be invoiced by the Supplier in accordance with Schedule 2.

- 8.6 Any Fees shall be paid within 30 days of the submission of a properly submitted and undisputed invoice or by the date identified within the invoice, whichever is later. For an invoice to be properly submitted, it must be compliant with the terms of this clause 8 and any invoicing terms set out in Schedule 2.
- 8.7 The Buyer may set off any amount owing at any time from the Supplier to the Buyer against any amount payable by the Buyer to the Supplier under this Agreement.
- 8.8 The Supplier must ensure all invoices include the correct purchase order and requisition number. All invoices must contain a breakdown of the Deliverables supplied. In addition, the Supplier will provide the Buyer with any additional information reasonably requested and necessary to substantiate and evidence any invoice. As a minimum, the Supplier must ensure that their invoice contains:
- 8.8.1 Their company name and particulars
 - 8.8.2 Description of the Goods and/or Service supplied
 - 8.8.3 Sum requested including and excluding VAT, and
 - 8.8.4 A unique identification number.
- 8.9 Interest will be payable by the Buyer, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, on any undisputed Fees properly invoiced and not paid within the timeframe set out in clause 8.6.
- 8.10 In the event of any dispute regarding an invoice, the Buyer shall pay any undisputed portion and shall provide an explanation to the Supplier for the disputed portion. If the Supplier does not agree with the Buyer's explanation for the disputed portion, the matter shall be determined in accordance with the dispute resolution procedure set out in clause 37
- 8.11 The approval for payment of a valid and undisputed invoice by the Buyer shall not be construed as acceptance by the Buyer of the performance of the Supplier's obligations nor as a waiver of its rights and remedies under this Agreement.

9 CONFIDENTIALITY

- 9.1 Subject to clauses 9.5 to 9.11 and clause 10 each party:
- 9.1.1 shall treat in confidence all Information it receives from the other.
 - 9.1.2 shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Supplier may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Agreement.
 - 9.1.3 shall not use any of that Information otherwise than for the purpose of the Agreement; and

- 9.1.4 shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Agreement.
- 9.2 In spite of Clause 9.1 a party may disclose Confidential Information, unless prohibited by the relevant law or a court itself, which it receives from the disclosing party in any of the following instances:
- 9.2.1 where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient party notifies the disclosing party of the full circumstances, the affected Confidential Information and extent of the disclosure;
 - 9.2.2 if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing party;
 - 9.2.3 if the information was given to it by a third party without obligation of confidentiality;
 - 9.2.4 if the information was in the public domain at the time of the disclosure;
 - 9.2.5 if the information was independently developed without access to the disclosing party's Confidential Information;
 - 9.2.6 if required to meet regulatory requirements;
 - 9.2.7 on a confidential basis, to its auditors or professional advisers on a need-to-know basis;
 - 9.2.8 to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 9.3 Both Parties shall take all reasonable precautions necessary to ensure that all Information disclosed to the Supplier by or on behalf of the Buyer under or in connection with the Supplier:
- 9.3.1 is disclosed to their employees and subcontractors, only to the extent necessary for the performance of the Agreement; and
 - 9.3.2 is treated in confidence by them and not disclosed except with the prior written consent of the Buyer or used otherwise than for the purpose of performing work or having work performed for the Buyer under the Agreement or any subcontract.
- 9.4 Both Parties shall ensure that their employees are aware of the arrangements for discharging the obligations at clauses 9.1 and 9.3 before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.
- 9.5 A Party shall not be in breach of Clauses 9.1, 9.3, 9.7, and 9.8 to the extent that either party:
- 9.5.1 exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Agreement.
 - 9.5.2 has the right to use or disclose the Information in accordance with other clauses of the Agreement; or

9.5.3 can show:

- 9.5.3.1 that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Agreement or any other agreement between the Parties.
- 9.5.3.2 that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Agreement.
- 9.5.3.3 that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or
- 9.5.3.4 from its records that the same Information was derived independently of that received under or in connection with the Agreement.

provided that the relationship to any other Information is not revealed.

9.6 Neither Party shall be in breach of this clause 6 where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial, or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the parties under this clause 9.

9.7 The Buyer may disclose the Information:

- 9.7.1 to any Central Government Body for any proper purpose of the Buyer or of the relevant Central Government Body, which shall include disclosure to the Cabinet Office and/or HM Treasury for the purpose of ensuring effective cross Government procurement processes, including value for money and related purposes. Where such a disclosure is made the Buyer shall ensure that the recipient is made aware of its confidentiality.
- 9.7.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement.
- 9.7.3 to the extent that the Buyer (acting reasonably) deems disclosure necessary or appropriate while carrying out its public functions.
- 9.7.4 on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities for any purpose relating to or connected with the Agreement.
- 9.7.5 on a confidential basis for the purpose of the exercise of its rights under the Agreement; or
- 9.7.6 on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Agreement.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Buyer under this clause 9.

- 9.8 Before sharing any Information in accordance with clause 9.7, the Buyer may redact the Information. Any decision to redact Information made by the Buyer shall be final.
- 9.9 The Buyer shall not be in breach of the Agreement where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Buyer shall consult the Supplier where the Buyer is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Supplier of any decision to disclose the Information. The Supplier acknowledges and accepts that their representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Buyer shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.
- 9.10 Nothing in this clause 9 shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.
- 9.11 In spite of any other clause in this Agreement, the following information is not confidential Information:
- 9.11.1 Transparency Information.
 - 9.11.2 information contained in Hardware owned and/or operated by the Buyer; and
 - 9.11.3 information displayed during the process of running executable software.
- 9.12 The information listed in 9.11 is not excluded from having a security classification applied to it by the Buyer.
- 9.13 This clause 9 shall survive termination of this Agreement. Any breach of this clause 9 shall be a material breach of this Agreement.

10 TRANSPARENCY

- 10.1 In spite of any other term of this Agreement, including clause 9, the Supplier understands that the Buyer may publish the Transparency Information to the general public.
- 10.2 Subject to clause 10.3 the Buyer shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.

- 10.3 The Buyer shall publish the Transparency Information in its entirety, but it may exclude any element of the Transparency Information which, in the Buyer's reasonable opinion, would be contrary to the public interest. The Buyer shall provide a clear statement to the general public setting out the categories of information that have been excluded from publication and reasons for withholding that information.
- 10.4 The Supplier shall assist and co-operate with the Buyer as reasonably required to enable the Buyer to publish the Transparency Information, in accordance with the principles set out above. Where the Buyer publishes Transparency Information, it shall:
- 10.4.1 before publishing, redact any information that would be exempt from disclosure if it was the subject of a request for information under FOIA or EIR for the avoidance of doubt, including Commercially Sensitive Information.
 - 10.4.2 taking into account the Commercially Sensitive Information set out in an Schedule 2, consult with the Supplier where the Buyer intends to publish information which has been identified as Commercially Sensitive Information. For the avoidance of doubt the Buyer, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with FOIA and/or EIR; and
 - 10.4.3 present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Agreement is being performed.

11 FOIA AND EIR

- 11.1 The Supplier acknowledges that the Buyer is subject to FOIA and EIR.
- 11.2 The Supplier will cooperate with the Buyer to enable it to comply with its disclosure obligations under FOIA and EIR in relation to this Agreement.
- 11.3 The Supplier must not respond directly to a request for information under FOIA or EIR (a **Request**). The Supplier must provide the Buyer with a copy of any Request within 2 Business Days of receiving it.
- 11.4 The Supplier will provide the Buyer with any help reasonably requested by the Buyer and which is necessary to enable the Buyer to respond to any Request. The Supplier will provide any information requested under this clause 11.4 within 5 Business Days of the Buyer's request.
- 11.5 The Supplier acknowledges that it is for the Buyer to determine, in its sole discretion, what information must be disclosed under any Request. Such disclosure may include confidential Information.
- 11.6 In spite of clause 11.5, prior to making any disclosure under a Request which relates to this Agreement, the Buyer shall:

- 11.6.1 redact any information which it reasonably believes to be exempt from disclosure under FOIA or EIR;
- 11.6.2 notify the Supplier of the Request and any information it proposes to disclose under it which belongs to, or relates to, the Supplier.
- 11.6.3 give the Supplier sufficient time to respond to the Buyer's notification prior to disclosing any information; and
- 11.6.4 give the Supplier's response appropriate consideration prior to disclosing any information, in particular consideration shall be given to any harm which could occur to the Supplier's business as a result of the disclosure.

12 SECURITY

- 12.1 The Supplier will comply with and ensure that all Supplier Staff comply with the provisions of the Official Secrets Act 1911 to 1989.
- 12.2 The Supplier shall, and procure that their sub-contractors shall:
 - 12.2.1 hold a valid Cyber Essentials certification and maintain this for the duration of this Agreement, or
 - 12.2.2 demonstrate that they have completed the initial assessment and have developed a plan to achieve Cyber Essentials Certification within either 6 months of date of signing this Agreement for existing sub-contractors, or within 6 months of becoming a sub-contractor to this Agreement. Once obtained they must maintain this for the duration of this Agreement.
 - 12.2.3 comply with all Cyber Security Instructions notified to it by the Authority as soon as reasonably practicable.
 - 12.2.4 notify the Authority immediately in writing as soon as they know or believe that a Cyber Security Incident has or may have taken place providing initial details of the circumstances of the incident and any mitigation measures already taken or intended to be taken and providing further information in phases, as full details become available.
 - 12.2.5 investigate any Cyber Security Incidents fully and promptly and co-operate with the Authority and its agents and representatives to take all steps to mitigate the impact of the Cyber Security Incident and minimise the likelihood of any further similar Cyber Security Incidents.
- 12.3 All Supplier Staff involved in the delivery or performance of the Deliverables must hold the appropriate level of security clearance set by the Buyer in Schedule 2 for the duration of their involvement in the Agreement.
- 12.4 The Supplier shall comply with all rules, regulations and requirements that are in force whilst visiting or operating at any Buyer premises.

13 DATA PROTECTION

- 13.1 ~~Both parties shall comply with their respective obligations under Data Protection Law and Schedules 4 and 5 as applicable. – NOT USED~~

14 AUDIT OF RECORDS

- 14.1 Both Parties shall maintain all records specified in and connected with the Agreement (expressly or otherwise) and make them available to each other when requested on reasonable notice.
- 14.2 The Buyer and Buyer Staff shall permit access to relevant records that relate to obligations that arise to supply goods or services under this Agreement, unless doing so could potentially breach Buyer security or national security requirements.
- 14.3 The Supplier and Supplier Staff shall permit access to relevant records that relate to obligations that arise to supply goods or services under this Agreement, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:
- 14.3.1 to enable the National Audit Office to carry out the Buyer's statutory audits and to examine and / or certify the Buyer's annual and interim report and accounts; and,
 - 14.3.2 to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources.
- 14.4 With regard to the records made available to the Buyer under clause 14.1, and subject to the provisions of clause 9.7.5, the Supplier shall permit records to be examined and if necessary copied, by the Buyer, or the Buyer's authorised representative, as the Buyer may require.
- 14.5 Requests to access the other Parties records will:
- 14.5.1 Be limited to once per calendar year, unless the request is by a 3rd party regulator or required under law.
 - 14.5.2 Proportionate to the reason for the request.
 - 14.5.3 Have minimal disruption to the parties daily business delivery.
- 14.6 Records referred to in clause 14 shall be retained for a period of at least 6 years from the:
- 14.6.1 end of the Term;
 - 14.6.2 termination of the Agreement; or,
 - 14.6.3 final payment,
- whichever occurs latest.

14.7 Costs cannot be recovered in relation to this clause 14

15 INTELLECTUAL PROPERTY

15.1 Each party keeps ownership of its Existing Intellectual Property Rights (IPR).

15.2 Neither party shall have any right to use the other party's names, logos or trademarks without the other party's prior written consent, except as provided in this clause 15

15.3 The Supplier shall not include any Supplier or a third party Existing IPR in a Deliverable without the express written permission of the Buyer. Permission will not be granted to the Supplier by the Buyer under any circumstances to include in a Deliverable, Open-Source Software which has licence terms that are incompatible with the Buyers business.

15.4 The Buyer gives the Supplier a licence to use any of its Existing IPR, the Buyer owns, for the purpose of fulfilling its obligations under the Agreement for the Order Term only.

15.5 In relation to Intellectual Property the following shall apply:

15.5.1

(iii) any New IPR created under this Agreement by the Supplier and/or Supplier Staff is owned by the Supplier but subject to clause 15.5.7.

15.5.2 the Supplier shall take all necessary measures to irrevocably and unconditionally waive in favour of the Buyer any non-assignable New IPR conferred on the Supplier and/or Supplier Staff if applicable.

15.5.3 the Supplier shall mark all New IPR with the following copyright notice:

15.5.3.1 UK Ministry of Defence © Crown-owned Copyright [Year of creation]

~~15.5.4 Either Party will give the other Party a licence to use any of its New IPR for the purpose of fulfilling its obligations under the Agreement for the Order Term only. NOT USED~~

15.5.5 subject to clause 15, where the Buyer has granted permission to the Supplier to include either its or a third parties Existing IPR in a Deliverable, the Supplier shall ensure that the Buyer has a non-exclusive, perpetual, royalty-free, irrevocable, sublicensable, transferable worldwide licence to use, copy, modify, issue, perform, adapt, and translate the Existing IPR to enable it (or a third party working on its behalf) to receive and use the Deliverable for (including its publication and commercial exploitation);

15.5.6 if the Supplier is unable after the exercise of reasonable endeavours to secure the licence required under clause 15.5.2 from a third party, the Supplier shall consult with the Buyer as to the acceptability of the terms offered by the third party before the grant of any licence; and

15.5.7 where the Supplier has identified that the New IPR can be commercially exploitable in its business, it must approach the Buyer for a commercial licence to use the New IPR. Any such approach will be properly considered by the Buyer taking into account matters such as national security and the rights of third parties.

15.6 Where a party acquires ownership of IPR incorrectly under this Agreement it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

15.7 In spite of, any other term of this Agreement, Schedules or other document connected with this agreement, the Supplier will promptly deliver (free of charge) to the Buyer within 20 working days of a request being made, the latest version of any copyright work which is a Deliverable and has already delivered to the Supplier at the time a request is made.

15.8 In spite of, any other provisions of this Agreement, Schedules or any other document connected to this agreement, the award of this Agreement by the Buyer and/or placement of any order under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

15.9 This clause 15 shall survive termination of this Agreement. Any breach of this clause 15 shall be a material breach of this Agreement.

16 THIRD PARTY IPR INDEMNITY

16.1 If there is an IPR Claim relating to any IPR provided by the Supplier to the Authority then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

16.2 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

16.2.1 obtain for the Buyer the rights in Clause 14.3 and 15 without infringing any third party IPR; or

16.2.2 replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.

16.3 The Buyer indemnifies the Supplier against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the Suppliers use of the Buyers Existing IPR except where the Suppliers use is in breach of this Agreement.

16.4 In the event either party receives notice of any IPR Claim, it shall:

16.4.1 notify the other party in writing as soon as reasonably practicable;

- 16.4.2 not make any admission of liability or agree any settlement or compromise of the IPR Claim without the prior written consent of the indemnifying party (such consent not to be unreasonably withheld or delayed);
- 16.4.3 let the indemnifying party, conduct of all negotiations and litigation arising from the IPR Claim unless otherwise agreed in writing by the parties;
- 16.4.4 take all reasonable steps (such steps do not include any action which would result in loss of capability in active operational theatres) to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim; and
- 16.4.5 provide the indemnifying party with all reasonable assistance in relation to the IPR Claim (at the indemnifying party's expense).

16.5 This clause 16 shall survive termination of this Agreement. Any breach of this clause shall be a material breach of this Agreement.

17 COTS SOFTWARE, SAAS AND COMMERCIALY AVAILABLE DATA

17.1 Subject to clause 17.3, where

- 17.1.1 The Buyer has granted permission for a Deliverable to comprise of COTS Software and/or Commercially Available Data,
- 17.1.2 The Buyer (including its Staff) are going to be direct using that software and/or data a licence shall be put in place between the Buyer and the licensor of the COTS Software and/or Commercially Available Data.

The Supplier shall be responsible for negotiating the licence terms with the licensor on behalf the Buyer unless otherwise agreed in writing by the Buyer.

17.2 Subject to clause 17.3 where

- 17.2.1 The Buyer has granted permission for a Deliverable to be delivered by a Software as a Service (SaaS) or Cloud solution, then the relevant licence Agreement must be included in Schedule 'X' and signed by both parties.

17.3 Prior to presenting a licence agreement to the Buyer, the Supplier shall ensure that the terms of the licence for the Software and/or Commercially Available Data meet the operational and organisational requirements of the Buyer.

18 OPEN-SOURCE AND THIRD-PARTY DATA

18.1 Prior to using any publicly available or open-source data, or any data provided or owned by any third party, the Buyer should use best endeavours, and be able to demonstrate to the Buyer that this has been done, to validate the ownership and accuracy.

- 18.2 Should the Deliverables involve the provision, use, or analysis by the Supplier of any publicly available or open-source data, or any data provided or owned by any third party, the Buyer accepts that the Supplier has no responsibility or liability for its accuracy or any losses arising from its use.

19 HARDWARE

- 19.1 All Hardware shall be owned by the Buyer from the time of payment unless stated otherwise in Schedule 2.
- 19.2 Any Hardware that has been paid for by the Buyer but remain on the Supplier site shall also be owned by the Buyer, unless stated otherwise in Schedule 2.
- 19.3 Any Hardware shall be tested by the Supplier prior to Delivery and shall be in good working order and free from defects at the point of Delivery.

20 QUALITY ASSURANCE AND ACCEPTANCE

- 20.1 The Supplier shall comply with any quality requirements specified in Schedule 2.
- 20.2 Acceptance of the Deliverables shall be in accordance with any acceptance criteria and/or procedures specified in Schedule 2.

21 GFA – NOT USED

- ~~21.1 The Buyer shall provide GFA to the Supplier in accordance with Schedule 2.~~
- ~~21.2 The Buyer does not give any warranty or undertaking as to the completeness, accuracy, or fitness for any purpose of GFA provided to the Supplier. The Buyer shall not be liable to the Supplier (in contract, statute or otherwise) as a result of any inaccuracy, omission, unfitness for any purpose or inadequacy of any kind in any GFA.~~
- ~~21.3 If failure to provide GFA (“GFA Failure”) is the sole cause of the Supplier’s inability to deliver the Deliverables or perform any of its other obligations under this Agreement then, subject to clause 21.4, the Supplier is entitled to relief from those of its obligations that it is unable to perform as a direct result of such GFA Failure until such GFA Failure is rectified. If any act or omission of the Supplier (or any Supplier subcontractor) has contributed to the GFA Failure, the Supplier shall not be entitled to relief from its obligations.~~
- ~~21.4 To obtain relief pursuant to clause 21.3 the Supplier shall as soon as practicable, and in any event within 5 Business Days of the GFA Failure occurring, give notice to the Buyer of the GFA failure and its impact on the Supplier’s obligations.~~
- ~~21.5 The Supplier will continue to perform all other obligations under this Agreement which are not impacted by the GFA Failure.~~

22 TERMINATION

- 22.1 The Supplier may terminate the Agreement at any time for convenience by giving a minimum of 30 Business Days' unless the Buyer can demonstrate that doing so would cause a detrimental impact on delivery of critical operations.
- 22.2 The Buyer may terminate this Agreement at any time for convenience by giving a minimum of 30 Business Days' notice to the Supplier in writing.
- 22.3 The Buyer may terminate this Agreement immediately if
- 22.3.1 they are made aware that the Agreement was awarded or modified in a material breach to the Procurement Act of 2023, or
 - 22.3.2 The Supplier or a Supplier's sub-contractor has become excluded or an excludable in relation to UK Government rules on national security exclusions.
- 22.4 Should the Buyer exercise its right to terminate under clause 22.1, it shall pay to the Supplier: 1. All Fees due up to the date of termination; 2. Any expenses or costs already incurred by the Supplier up to the date of termination and which relate to the provision of any Deliverables; and 3. Any expenses or costs yet to be incurred by the Supplier but which the Supplier is contractually committed to pay and which relate directly to the provision of any Deliverables, regardless of when they occur. The Supplier shall use reasonable efforts to mitigate any expenses or costs recoverable under this clause 22
- 22.5 The Buyer may terminate this Agreement with immediate effect by written notice if the Supplier is declared bankrupt, insolvent, or goes into liquidation or administration.
- 22.6 Where the Buyer terminates the for breach of operation of the Procurement Act of 2023, each party will cover their own costs relating to this breach.
- 22.7 Either party may terminate this Agreement with immediate effect by giving notice in writing to the other party if:
- 22.7.1 the other party commits a material breach of this Agreement, which is not remediable, or if it is remediable, is not remedied within 10 Business Days of being notified to do so; or
 - 22.7.2 any consent, licence or authorisation held by the other party and necessary for it, or for the terminating party, to perform its obligations under this Agreement is revoked or modified.
- 22.8 Termination or expiry of this Agreement will not affect any rights and liabilities of either party which have accrued at any time up to the date of termination. Termination shall also not affect the continuing rights, remedies, or obligations of either party under any clause of this Agreement which expressly or by implication will continue in force after termination.

- 22.9 If the Buyer fails to pay any Fees within 30 days of the submission of a properly submitted and undisputed invoice, the Supplier shall notify the Buyer in writing and allow at least 10 calendar days from delivery of the notice for the Fees to be paid in accordance with clause 40.2. If the Buyer does not pay the Fees within 10 calendar days of delivery of the Supplier's notice, the Supplier may immediately terminate this Agreement or suspend Services.

23 POST TERMINATION ACTIONS

- 23.1 On termination or expiry of this Agreement each party shall destroy, or if requested by the other party return, all Information received or created by it in connection with this Agreement. This will include, but is not limited to, the latest version of all copyright works which are Deliverables at the end this Agreement.
- 23.2 Either party may retain a copy of any Information necessary to:
- 23.2.1 Comply with their regulatory or legal obligations.
 - 23.2.2 For the purpose of evidencing compliance with this Agreement; or which is archived in automated electronic back-up services.
- 23.3 Any information retained shall remain subject to the terms of this Agreement.

24 EXIT ASSISTANCE AND BUSINESS CONTINUITY

- 24.1 If requested by the Buyer, as part of the requirement, the Supplier shall produce an Exit Plan for the expiry or termination of the Agreement and/or a Business Continuity and Disaster Recovery Plan.
- 24.2 Any Exit Plan or Business Continuity and Disaster Recovery Plan must be appropriate for the nature of the Deliverables, including how they are or will be used by the Buyer.
- 24.3 All Exit Plans must contain details of how Ethical Walls will be maintained.

25 LIABILITY

- 25.1 Subject to clause 25.3, the total liability of either party to the other under this Agreement shall not exceed 150% of the Fees paid or payable, or £1,500,000, whichever is greater, regardless of the number of claims or breaches of this Agreement.
- 25.2 Neither party shall be liable for any consequential, indirect or special loss or damage.
- 25.3 Any regulatory fines or penalties imposed on a party and arising from any breach of law or regulation by the other party shall be deemed a direct loss for the purpose of this Agreement.
- 25.4 The limitations of liability set out in clauses 25.1 to 25.2 shall not apply in respect of any indemnities given by either party under this Agreement nor any of the following:
- 25.4.1 any breach of clause 9 (Confidentiality), clause 12 (Security); clause 15 (Intellectual Property); clause 16 (Third Party IPR Indemnity);

- 25.4.2 any breach of law or mandatory regulation;
- 25.4.3 death or personal injury caused by a party's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
- 25.4.4 fraud or fraudulent misrepresentation;
- 25.4.5 breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982;
- 25.4.6 any other losses which cannot be excluded or limited by applicable law; or
- 25.4.7 any losses caused by gross negligence, wilful misconduct or deliberate default.

25.5 The rights of the parties under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

26 INSURANCE

26.1 The Supplier shall have appropriate insurance cover in place with a reputable insurance company(ies) to adequately cover any losses which may be incurred by the Buyer as a result of the Supplier's breach of this Agreement. If any specific insurance cover or level of insurance is set out in Schedule 2 the Supplier must ensure it has such cover in place. All insurance levels shall be maintained for a minimum of three (3) years following expiration or termination of this Agreement.

27 FORCE MAJEURE

27.1 The Supplier shall immediately notify the Buyer in writing on the occurrence of a Force Majeure Event, including details of the Force Majeure Event and its effect on the Supplier's obligations under this Agreement.

27.2 Either party may terminate the Agreement immediately by giving written notice to the other party in the event of a Force Majeure Event lasting: either 30 continuous calendar days or more; or 30 calendar days or more over a continuous three (3) month period.

28 ASSIGNMENT AND NOVATION

28.1 Neither party shall be entitled to assign or novate this Agreement, or any rights or obligations under either, without the prior written consent of the other party.

29 ENVIRONMENTAL, CORPORATE AND SOCIAL RESPONSIBILITY

29.1 The Supplier shall endeavour to deliver the Deliverables and perform all obligations under this Agreement in a manner which supports the Buyer's environmental, corporate and social responsibility policies. The Supplier's obligations under this Agreement should be exercised having regard to the nature of the Deliverables being provided and the Supplier's size and resources. Guidance can be found here [Defence Environmental Management System \(JSP 816\) - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/defence-environmental-management-system-jsp-816)

30 SUBCONTRACTING

- 30.1 The Supplier shall not subcontract any part of the operation or delivery of this Agreement without the Buyer's prior written consent. The Buyer shall be deemed to have consented to any subcontractors expressly listed in Schedule 2.
- 30.2 The Buyer has the right to request that the Supplier subcontract with an identified third party to support the delivery of the requirements detailed in Schedule 2. Failure to subcontract with the identified third party will be determined to be a breach of this Agreement.
- 30.3 The Supplier is responsible for and shall be liable to the Buyer for all acts and omissions of any subcontractors engaged by it to carry out any part of the Agreement, including any breaches of the terms of this Agreement.
- 30.4 If the Supplier enters into any subcontract in respect of the Deliverables, it shall ensure that each subcontract contains:
- 30.4.1 a clause stating that it shall pay the subcontractor within 30 days of receipt of a properly submitted and undisputed invoice, or by the date on the invoice, whichever is later.
 - 30.4.2 a flow down of commercially suitable clauses to protect the Buyer from legal recourse connected with clauses 9 (Confidentiality), 15 (Intellectual Property), 17 (COTS Software and Commercially Available Data, and 16 (Third Party IPR Indemnity).
 - 30.4.3 any provisions specified in Schedule 2 as being required to be included in subcontracts entered in respect of the Deliverables.
- 30.5 Failure by the Supplier to address the requirements of clause 30.4, and a situation arising because of this failure that places the Buyer liable then the Supplier agrees to fully indemnify the Buyer against all costs.

31 VARIATION

- 31.1 With the exception of clause 5.2, no variation to this Agreement shall be valid unless agreed and signed by the parties in writing.
- 31.2 All variations must be implemented in compliance with Section 72 and Schedule 8 of the Procurement Act 2023.
- 31.3 If the Agreement that is over £5m, or the variation will cause it to go over £5m, then a variation notice must be published and the Buyer may trigger an eight (8) Calendar day standstill period.

32 CHANGE OF CONTROL

- 32.1 Should the Supplier undergo any change of Control it shall notify the Buyer as soon as possible and in any event within 5 Business Days of the Supplier becoming aware.

- 32.2 The Buyer shall have the right to terminate, with immediate effect, this Agreement on written notice to the Supplier should it reasonably consider that the change of Control results in, or could result in, a threat to national security.
- 32.3 The Buyer shall have the right to terminate this Agreement on written notice to the Supplier should it reasonably consider that the change of Control results in, or could result in: 1. the Buyer no longer being able to comply with its statutory obligations; or 2. the Supplier no longer being able to comply with the terms of this Agreement.
- 32.4 The Buyer shall exercise its right of termination in clauses 32.2 and 32.3 acting reasonably and having regard to any information provided by the Supplier, and must include in its notice the reason for exercising its right to terminate. If the Buyer exercises its right to terminate under clause 32.3, it must allow a reasonable period of time for the Supplier to respond prior to the termination taking effect.

33 NON-SOLICITATION

- 33.1 Neither party shall solicit, entice or induce any employee of the other party to leave their employment with the other party during the course of this Agreement. Nothing in this clause 33.1 shall prevent either party from employing any employee of theirs who responds to a publicly advertised vacancy or recruitment campaign.

34 CONFLICT OF INTEREST

- 34.1 The Supplier must use reasonable endeavours to avoid being in a position of Conflict whilst meeting or providing the Deliverables under this Agreement.
- 34.2 If the Supplier identifies a Conflict, or potential Conflict, it will notify the Buyer as soon as possible, and in any event within 5 Business Days of becoming aware of the Conflict or potential Conflict. The Supplier's notification shall detail how it plans to mitigate the Conflict and the Buyer shall either accept the Supplier's plan or it may propose or request alternative mitigations. Should the Buyer propose or request alternative mitigations, the Supplier shall consider them and if agreed put them in place as soon as reasonably possible or within the timeframe agreed between the parties. The Supplier shall confirm to the Buyer when the agreed mitigations are implemented.
- 34.3 If the Buyer does not accept the Supplier's proposed plan under clause 34.2, or the parties cannot agree an alternative one such as that proposed by the Buyer, the Buyer may terminate this Agreement with immediate effect by giving written notice to the Supplier.

35 THIRD PARTY RIGHTS

- 35.1 Any person who is not a party to this Agreement shall not have any rights under the Agreements (Rights of Third Parties) Act 1999 to enforce any of its provisions.

36 GOVERNING LAW & EXCLUSIVE JURISDICTION

- 36.1 This Agreement and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 36.2 Subject to clause 37, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

37 DISPUTE RESOLUTION

- 37.1 The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement, through negotiations between their representatives having authority to settle the matter.
- 37.2 If either party has a dispute, it must give the other party written notice detailing the nature of and reason for the dispute. The parties' Principal Contacts will arrange to discuss the dispute and make a good faith attempt to reach a resolution within 21 Business Days of delivery of any dispute notice. If the Principal Contacts fail to reach a resolution within this timeframe, they will escalate the dispute at least once more within their respective organisations, arranging again to discuss the dispute and make a good faith attempt to reach a resolution.
- 37.3 The Parties will not commence any legal proceedings unless the dispute escalation process set out in clause 37.2 has first been followed.
- 37.4 Nothing in this clause 37 will prevent either party from seeking any urgent interim order or relief from the courts restraining the other party from, or compelling the other party to do, any act.

38 MARKETING & PUBLIC COMMUNICATIONS

- 38.1 Neither party shall make any announcement, press release or other public disclosure (including via its website or any social media), concerning this Agreement, or any Deliverables, without the prior written consent of the Buyer.
- 38.2 When either Party has agreed to a disclosure under clause 38.1, the parties shall consult on, and agree, the form and content of any announcement, press release or other public disclosure, as well as the manner of its release.

39 EXECUTION

- 39.1 This Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

40 NOTICES

40.1 Any notice or other communication given by a party under this Agreement shall:

40.1.1 be in writing and in English; and

40.1.2 be delivered to the correct postal address or email address set out in clause 40.3, by one of the delivery methods in clause 40.2 below.

40.2 Notices will be treated as delivered as follows:

40.2.1 if delivered by hand: on the date of delivery;

40.2.2 if delivered by a Royal Mail signed for or tracked service: on the date it is signed for or recorded as delivered by Royal Mail; and

40.2.3 if delivered by email: either when a delivery or read receipt is received, or if no delivery or read receipt is received, on 9:00am the next Business Day after the email was sent. Notices sent by email will only be deemed to have been validly delivered if they are sent to the correct email address and no error messages are received in response.

40.3 Postal addresses and email addresses for notices:

Principal Contact on behalf of the Buyer:

Name:	██████████
Postal address:	Commercial X Ministry of Defence Zone D, Ground Floor, Ministry of Defence Main Building, Whitehall, London, SW1A 2EU
Email address:	██████████

Principal Contact on behalf of the Supplier:

Name:	██████████
Postal address:	Bradinch Hall, Castle Street, Exeter, EX4 3PL
Email address:	██████████

40.4 Any change to the postal address or email addresses set out above shall be notified to the other party in accordance with this clause 40 and shall be effective on the date specified in the notice as being the date of such change.

40.5 This clause does not apply to notices given in any legal proceedings arising from this Agreement.

41 MANAGEMENT INFORMATION AND REPORTING

41.1 The Supplier shall attend any jointly agreed management meetings and provide reasonable management information or reports relating to the Deliverables.

41.2 If requested by the Buyer, the Supplier must at the end of each contract year, and on termination of the Agreement, provide a report showing compliance with paying subcontractors as per the indicative requirements of clause 30.4.1

41.3 If requested by the Buyer, the Supplier must provide a report detailing compliance with UK employee taxation requirements including National Insurance Contributions and IR35 compliance of their workers.

42 ENTIRE AGREEMENT

42.1 This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes any previous agreements or arrangements between the parties in respect of it.

42.2 Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement.

43 SEVERABILITY

43.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement (or the remaining part of the relevant provision) shall not be affected.

43.2 The parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision (or part of it) with a valid, legal and enforceable substitute, the effect of which is as close as possible to the intended effect of the original provision.

44 WAIVER

44.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

Signed for and on behalf of the Buyer

Name:	
Role:	
Signature:	
Date:	

Signed for and on behalf of the Supplier

Name:	
Role:	
Signature:	
Date:	

Schedule 1: Definitions

“Adequacy Decision”	means a formal decision of the European Union, under Article 45 of GDPR, that the relevant country offers an adequate level of data protection.
“Appropriate Safeguards”	means such mechanisms for transfers of Personal Data as may be permitted under Data Protection Law from time to time, including those set out in Article 46 of GDPR.
“Agreement”	the contract between the Buyer and the Supplier which is created by the Supplier’s counter signing the Order Form and includes the cover letter (if used), Order Form, these Conditions and the Annexes;
“Applicable Law”	means any law, regulation, court or regulatory order or judgement, which is binding on either party or the Services.
“Business Continuity and Disaster Recovery Plan”	means arrangements designed and implemented by the Supplier to ensure that the impact of any disaster or emergency on the Services is minimised and that the Services resume as normal as soon as possible after any disaster or emergency. Order Forms shall specify whether any Business Continuity and Disaster Recovery Plan is required.
“Business Day”	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays in England.
“Buyer”	the person named as Buyer on the heading page of this Agreement. Where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole;
“Buyer Records”	has the meaning set out in clause 14.3.2.
“Claim”	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Agreement;
“Conditions”	means these short form terms and conditions of contract;
“Commercially Available Data”	means a data set which is freely available on the open market to any entity to access and use.
“Commercially Sensitive Information”	means the information listed as such in the Order Form, being information notified by the Supplier to the Buyer, which is acknowledged by the Buyer as being commercially sensitive, at the point at which this Agreement is entered into or

	amended (as relevant) and remains commercially sensitive information at the time of publication.
“Conflict”	a conflict between the financial, professional, or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Agreement, in the reasonable opinion of the Buyer;
“Control”	means the ownership of more than 50% of the issued share capital of either party or the legal power to direct or cause the direction of the management of either party.
“Controller”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“COTS Software”	means software that is freely available on the open market to any entity and is supplied with sufficient technical data to enable it to be installed, operated and replaced without reference to the Supplier or any sub-contractor.
“Cyber Essentials”	means the Government backed scheme by this name.
“Crown Body”	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
“Data Breach”	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation” and “Data Protection Law”	(a) the UK GDPR, (b) the DPA 2018; (c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and

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	(d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);
“Data Protection Liability Cap”	has the meaning given to it via clause 25 of the Order Form;
“Data Protection Officer”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Data Subject Access Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Data Subject”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Delivery”	means the date on which Deliverables are to be delivered or made available to the Buyer.
“Deliverables”	means the Goods, Services, and/or software to be supplied under the Agreement as set out in Schedule 2;
“DPA 2018”	the Data Protection Act 2018;
“EIR”	means The Environmental Information Regulations 2004.
“Ethical Walls”	means a set of procedures and safeguards implemented to prevent conflicts of interest and protect sensitive information relating to this Agreement. This mechanism must ensure that individuals or teams with conflicting interests do not influence each other, maintaining the integrity of Buyer’s and Supplier’s confidential information.
“EU GDPR”	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
“Existing IPR”	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Agreement (whether prior to the date of the Agreement or otherwise);
“Exit Plan”	means arrangements prepared by the Supplier and agreed by the Buyer to support the termination or expiry of the Services, or to support the efficient

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	transition from the Supplier to an alternative provider for the Services. Order Forms shall specify whether an Exit Plan shall be required for the Services or not.
“Expiry Date”	the date for expiry of the Agreement;
“Fees”	means the price to be paid for the Deliverables by the Buyer.
“FOIA”	the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
“Force Majeure Event”	any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from: (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party seeking to claim relief in respect of a Force Majeure Event (the “Affected Party”) which prevent or materially delay the Affected Party from performing its obligations under the Agreement; (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of a Crown Body, local government or regulatory bodies; (d) fire, flood or any disaster; or (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: (a) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; (b) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and (c) any failure of delay caused by a lack of funds, and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;
“Good Industry Practice”	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which

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	would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
“Goods”	the goods to be supplied by the Supplier to the Buyer under the Agreement;
“Government Data”	(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: (i) are supplied to the Supplier by or on behalf of the Buyer; or (ii) the Supplier is required to generate, process, store or transmit pursuant to the Agreement; or (b) any Personal Data for which the Buyer is the Controller;
“Hardware”	means any physical tangible product or item to be provided to the Buyer.
“Independent Controller”	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
“Information”	means any Information in any written or other tangible form disclosed to one party by or on behalf of the other party under or in connection with the Agreement.
“Information Commissioner”	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
“Intellectual Property Rights or IPR”	means copyright, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trademarks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing.
“IPR Claim”	any action, suit, claim, demand, Loss or other liability which the Buyer or Central Government Body may suffer or incur as a result of any claim that the performance of the Deliverables infringes or allegedly infringes (including the defence of such infringement or alleged infringement or passing off) of any third party IPR, used to provide the Deliverables or otherwise provided and/or licensed

	by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under this Agreement.
“IR35”	means Chapter 8 and Chapter 10 of Part 2 of Income Tax (Earnings and Pensions) Act 2003 and the Social Security Contributions (Intermediaries) Regulations 2000.
“Key Staff”	any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier;
“Law”	any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
“Losses”	means all damages, liabilities, demands, fines and penalties of any kind, costs and expenses (including legal or other professional fees).
“Material Breach”	a single serious breach or a number of breaches or repeated breaches (whether of the same or different obligations and regardless of whether such breaches are remedied)
“New IPR Items”	means a deliverable, document, product or other item within which New IPR subsists, including modifications to Existing IPR unless agreed otherwise;
“New IPR”	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Agreement but shall not include the Supplier's Existing IPR;
“Open-Source Software”	means computer software in which source code is released under a license in which the copyright holder grants users the rights to use, study, change, and distribute the software to anyone and for any purpose.
“Party”	the Supplier or the Buyer (as appropriate) and “Parties” shall mean both of them;
“Personal Data Breach”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires and includes any breach of Data Protection Legislation relevant to Personal Data processed pursuant to the Agreement;

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“Personal Data”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Processor Personnel”	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Agreement;
“Processor”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Protective Measures”	means appropriate technical and organisational measures, having regard to the nature of the Services and Protected Data Processed by the Supplier, which may include: (1) pseudonymising and encrypting Personal Data; (2) ensuring confidentiality, integrity, availability and resilience of systems and services; (3) ensuring that availability of and access to Protected Data can be restored in a timely manner after an incident; and (4) regularly assessing and evaluating the effectiveness of such measures adopted by it.
“Regulations”	the Defence and Securities Public Contracts Regulations 2011 and/or the Public) as amended from time to time;
“Regulator”	means a regulatory body with authority over the parties, or a party, on a particular issue.
“Request For Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Schedule”	means a schedule to this Agreement.
“Security Aspects Letter”	means the letter issued by the Buyer which sets out the security standards to be applied by the Supplier for any Order Form, including the level of classification assigned to any information or level of vetting required by any Staff.
“Services”	the services to be supplied by the Supplier to the Buyer under the Agreement;
“Specification”	the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
“Staff”	means any person employed, contracted or otherwise engaged by either party in the provision of any of the Services or management of this Agreement. Staff shall include the employees or contractors of any subcontractors or third parties

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	engaged by either party in connection with this Agreement or any Services, including any professional advisors or consultants.
“Start Date”	the start date of the Agreement set out in the Order Form;
“Subcontractor”	any person other than the Supplier, who is a party to a Sub-Agreement and the servants or agents of that person;
“Sub processor”	any third party appointed to process Personal Data on behalf of the Processor related to the Agreement;
“Supplier Staff”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Supplier”	the person named as Supplier in the Order Form;
“Term”	the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 5 or terminated in accordance with the Agreement;
“Third Party IPR”	intellectual property rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
“Transparency Information”	means: (a) any information permitted or required by the PA2023, any Regulations published under it, and any PPNs, subject to any exemptions; (b) any information about the contract, including the content of the contract requested under FOIA or the EIRs, subject to any relevant exemptions, which shall be determined by the Buyer (c) any information which is published in accordance with guidance issued by His Majesty's Government, from time to time except for: (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (b) Confidential Information;
“UK GDPR”	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4);
“VAT”	value added tax in accordance with the provisions of the Value Added Tax Act 1994;

“Working Day”	a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.
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Schedule 2: Statement of Requirements

1. CONTEXT

Background: This procurement enables purchase of equipment necessary to train pilots for delivering a FPV STRIKE capability in Field Army. The equipment proposed is appropriate for fitment of Anti-Tank, Anti-Personnel and Anti-Structure munitions at a later date.

SSUN: The User requires an FPV training system with the option to carry simulated payloads that primarily uses commercial off the shelf components and open-source firmware.

Personnel: The systems will be operated by UK Combat soldiers in a controlled training environment. Before operating, they will have a minimum of 15 hours of simulator training with previous experience of operating small ISR UAS only. This system will be used to provide users with the experience required to operate future FPV military capabilities.

2. THE REQUIREMENT

A summary of the equipment required is found below. A detailed specification of the equipment requirement can be found in Schedule 2 Annex A 'Detailed Technical Requirements' Excel document.

Ser.	Item	Description	Quantity
1	First-Person View (FPV) 5" quadcopter style drone kit	First-Person View 5" quadcopter style drone kit (incl. batteries). Component parts provided by supplier, assembled by the user.	1000
2	FPV 8" Quadcopter drone	First-Person View 8" quadcopter style bind and fly drone (incl. batteries).	1000
3	FPV 10" quadcopter drone	First-Person View 10" quadcopter style bind and fly drone (incl. batteries).	1000
4	FPV Goggle including patch antenna and batteries		1000
5	Controller	Controller (with batteries).	1000
7	FPV Toolkit		1000
8	Soldering Iron		250
9	Battery Charger		1000
10	Ground Control Station		50
11	Video Output Screen		500

Note:

The FPV Tranche 2 kit includes the following:

- 1 x 5" quadcopter drone (and batteries)
- 1 x 8" quadcopter drone (and batteries)
- 1 x 10" quadcopter drone (and batteries)
- 1 x FPV goggles (with Patch Antenna and batteries)
- 1 x Controller
- 1 x FPV toolkit

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- **1 x Battery charger**

Documentation. The following documentation forms a minimum requirement and must be provided electronically (PDF / MS Word) in English:

1. Operator manuals
2. Detailed system architectures of all systems provided.
3. Specification Sheets of all systems, sub-systems, operating systems and communication systems.
4. An illustrated parts list (to include both Contractor and Vendor Part Numbers, and NSNs if available)
5. Servicing/Maintenance documentation (inc. manuals and service bulletins)
6. Operating Limitations (routine and emergency);

Training. The authority requires 2 days equipment training to be delivered at Lulworth Camp, with at least 3 systems present. This training will be targeted at instructors who already have 4 months of FPV experience and several years' experience with in-service sUAS capabilities. This training does not have to be structured and is intended to provide opportunity for free-flow learning as users acclimatise to the equipment.

Warranty. Manufacturer's warranty for at least 1 year (from delivery acceptance) should be included.

Security: The Authority does not intend or expect the contract to disclose or generate classified information at OFFICIAL-SENSITIVE or above, however this situation may change throughout duration of the contract. If the classification changes a Security Aspects Letter shall be issued. Post any potential contract award, the Authority expects the successful Contractor to ensure all personnel are aware of their security requirements for operating at MOD establishments, and the provisions, liabilities and expectations outlined in DEFCON 76 Edn (06/21).

Cyber: A cyber risk assessment has been completed by Defence Cyber Protection Partnership. Cyber Risk Assessment Ref (RAR) - 250131A03. Cyber Risk Profile: Not Applicable

3. LOCATION

Delivery. All equipment must be delivered including transportation, customs clearance and certificates of origin at major component level.

Delivery Address and Point of Contact:



4. QUALITY

The following primary Quality Assurance Standard Requirements must be met:

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1. AQAP 2110 Edition D Version 1 NATO Quality Assurance Requirements for Design, Development and Production.
2. Certificate of Conformity shall be provided in accordance with DEFCON 627.
3. The 5, 8 and 10" platforms shall be designed to the European Union Aviation Safety Agency (EASA) C4 Standard or equivalent.

5. TIMESCALES AND DELIVERABLES

Contract Duration: Initial 12-month engagement with extension option of a further 12-months

Delivery Schedule

Item	September 2025 (Est. delivery 29 Sept 25 TBC post contract award)	October 2025 (Date TBC post contract award)	November 2025 (Date TBC post contract award)	December 2025 (Date TBC post contract award)	Total
FPV Kit (1000 total)	100	260	340	300	1000
Ground Control Station (50 total)	5		50		55
Video Output Screen (500 total)	50	130	170	150	500
Soldering Iron (250 total)	25	65	85	75	250
Training (2 days)	2 days				

6. INTELLECTUAL PROPERTY RIGHTS

As per Clause 15 of the proposed contract terms attached to the tender pack.
Should a change to this approach be required, a contract change notice will be issued.

7. GOVERNMENT FURNISHED ASSETS

Where access to MOD Sites is required, the authority will coordinate the provision of site passes.

8. SERVICE LEVELS AND PERFORMANCE MANAGEMENT

- Deliveries must align to the above stated schedule, unless changes are agreed with the Authority in writing.
- Documentation, as listed above, must be delivered to the Authority within 5 Working Days of contract start date.

9. PROJECT GOVERNANCE

At the contract kick-off meeting (to be scheduled within 5 working days of contract award), the following meeting and reporting format will be finalised:

- Monthly contract management meeting
- Fortnightly delivery report, including any delivery risks highlighted

10.END OF CONTRACT/EXIT STRATEGY

The contract will not be considered closed until all deliverables have been met and accepted by the Authority.

11.SECURITY AND CONFIDENTIALITY REQUIREMENTS

The Authority does not intend or expect the contract to disclose or generate classified information at OFFICIAL-SENSITIVE or above, however this situation may change throughout duration of the contract. If the classification changes a Security Aspects Letter shall be issued.

Post-contract award, the Authority expects the successful Contractor to ensure all personnel are aware of their security requirements for operating at MOD establishments, and the provisions, liabilities and expectations outlined in DEFCON 76 Edn (06/21).

Due to the requirement for onsite presence and handling of sensitive military training equipment, the Authority mandates a minimum of CTC level security clearance to be held at the point of contract award for individuals providing training at MOD sites.

12.HEALTH AND SAFETY

Health & Safety briefings for the conduct of training at MOD sites will be provided by the Authority.

13.PAYMENT MODEL

Payment for deliverables will be made on receipt of goods and following full inspection/testing of the equipment upon delivery. This is to ensure full compliance with specification criteria outlined in the 'outputs/deliverables' section above. Payment will be made in GBP.

Prior to submitting any claim for payment, the Supplier is required to register their details on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool via the current supported CP&F gateway (EXOSTAR), if not already registered.

Where the Supplier submits an invoice to the Authority in accordance with CP&F/EXOSTAR instructions, the Authority will consider and verify that invoice in a timely fashion.

The breakdown of costs and future item prices can be found at Schedule 2 Annex C – Cost Model / Payment Profile

14.PROJECT TEAM

Project Manager

[REDACTED]

Commercial

[REDACTED]

Schedule 2 Appendix A – Detailed Technical Requirements

FPV

T2_Technical_Require

Schedule 2 Appendix B – Supplier ITN Response

[REDACTED]

Schedule 2 Appendix C – Cost Model / Payment Profile

FPV T2 – Initial Contract Volume

Item/CODE	Quantity	Quote (£ per unit) – Firm for duration of the Initial Contract Term	Quote (£) – Firm for duration of the Initial Contract Term
FPV Kit (BKN-SYS)	1000		
Ground Control Station (BKN-GCS)	50		
Video Output Screen (BKN-VOS)	500		
Soldering Iron (BKN-SI)	250		
Training (per day) (BKN-TRG)	2		
Total Initial Contract Volume			£2,283,750.00

FPV T2 – Optional Additional Volume Pricing

Item	Batch Quantity	Quote (£ per unit) – Firm for duration of the Initial Contract Term
FPV Kit (BKN-SYS)	1-50	
	51-100	
	101-150	
	151+	
Ground Control Station (BKN-GCS)	1-25	
	26-50	
	51-75	
	76+	
Video Output Screen (BKN-VOS)	1-25	
	26-50	
	51-75	
	76+	
Soldering Iron (BKN-SI)	1-10	
	11-25	
	26-40	
	40+	
Training £ per day (BKN-TRG)	1	

Schedule 3: Data Protection – NOT USED**~~1 ROLES OF THE PARTIES~~**

~~1.1 The parties will determine whether or not the Supplier will Process any Protected Data on behalf of the Buyer. If the Supplier Processes any Protected Data, the parties will complete and agree Schedule 4 (Data Processing Form) to document the Processing. Schedule 4 will be completed for the Agreement and any Order Form under which the Supplier will Process Protected Data.~~

~~1.2 Where the Supplier Processes any Protected Data, part C below will apply.~~

~~2 SUPPLIER PROCESSING PROTECTED DATA~~**~~Buyer Obligations as controller~~**

~~2.1 Where the Supplier is Processing Protected Data, the parties agree that the Buyer shall be the sole Controller of that Protected Data, unless agreed otherwise in the relevant Schedule 4.~~

~~2.2 The Buyer shall, as sole Controller, comply with its obligations under Data Protection Law at all times in respect of any Processed Protected Data.~~

~~2.3 The Buyer warrants that:~~

~~2.3.1 fair processing notices, and all other required notices under Data Protection Law, have been provided to the Data Subjects of any Protected Data to be Processed by the Supplier;~~

~~2.3.2 all necessary consents from Data Subjects whose Personal Data will be Processed by the Supplier have been obtained and will be maintained to the extent required by Data Protection Law; and~~

~~2.3.3 all instructions given by the Buyer to the Supplier in respect of the Processing of any Protected Data shall at all times be in accordance with Data Protection Law.~~

~~Supplier Obligations as processor~~

~~2.4 The Supplier shall only Process any Protected Data:~~

~~2.4.1 in accordance with the terms of the Agreement or any relevant Order Form, or the otherwise agreed and written instructions of the Buyer (collectively the Buyer's Instructions); and~~

~~2.4.2 at all times in compliance with its obligations as a Processor under Data Protection Law.~~

- 2.5 — ~~If any Applicable Law requires the Supplier to Process Protected Data other than in accordance with the Buyer's Instructions, it shall be entitled to do so subject to notifying the Buyer (to the extent it is permitted to so under the Applicable Law). Where possible, notification under this clause shall be given in advance of any Processing and in any event without undue delay. The Buyer accepts the Supplier shall have no liability to it, nor shall the Buyer be entitled to reduce or set-off any Fees, as a result of the Supplier Processing Protected Data contrary to or in addition to the Buyer's Instructions if required by Applicable Law.~~
- 2.6 — ~~If any of the Buyer's Instructions would, in the Supplier's reasonable opinion, require the Supplier to act contrary to any Applicable Law, including Data Protection Law, it shall notify the Buyer (to the extent it is permitted to do so under Applicable Law) and shall not be required to carry out the relevant Processing. The Buyer accepts that the Supplier shall not be liable to the Buyer (or subject to any set-off or reduction in Fees) to the extent it is delayed in or fails to perform any obligation under the Agreement or any Order Form as a result of exercising its rights under this clause.~~

Supplier assistance required by buyer

- 2.7 — ~~The Supplier will notify the Buyer if it receives any of the following in connection with any Protected Data: a Data Subject Request; b. a request to rectify, block or erase any Personal Data; c. any other request, complaint or communication relating to either party's obligations under Data Protection Law; or d. any communication from the Information Commissioner or any other regulatory authority. The Supplier shall provide the Buyer with a copy of the relevant request, complaint or communication. The Supplier shall take all actions under this clause without undue delay and in any event within 3 Business Days of receiving the request, complaint or communication.~~
- 2.8 — ~~Taking into account the nature of the Processing, the Supplier shall provide the Buyer with all reasonable assistance required by the Buyer to enable it to comply with its obligations under Data Protection Law, including responding to Data Subject Requests or completing a Data Protection Impact Assessment or Prior Consultation if required. The Supplier will provide any required assistance under this clause within such timescales as are reasonably requested by the Buyer, having regard to any relevant deadlines or response timeframes prescribed by Data Protection Law.~~

Supplier staff

- 2.9 — ~~The Supplier shall ensure that all persons authorised by it to Process any Protected Data are subject to binding written contractual obligations to keep the Protected Data confidential and have undergone adequate training in the use care, protection and handling of Personal Data as is appropriate for the nature of Processing they will carry out.~~

Sub-processor

~~2.10 — The Supplier shall not engage any Sub-Processor without the Buyer's prior written consent. The Supplier shall provide the Buyer with any information reasonably requested by the Buyer to make an informed decision about the use of the Sub-Processor. The Buyer shall not unreasonably object to the appointment of any Sub-Processor. The Supplier accepts that the Buyer shall be entitled to reject the appointment of any Sub-Processor should it have reasonable concerns regarding the Sub-Processor's ability to comply with Data Protection Law or the terms of the Agreement or any relevant Order Form.~~

~~2.11 — Prior to engaging any Sub-Processor, the Supplier shall ensure that the Sub-Processor is appointed under a written contract containing materially the same obligations as are set out in this Data Protection Schedule.~~

~~2.12 — The Supplier shall remain fully liable for all acts and omissions of each Sub-Processor as if they were its own.~~

~~Data transfer~~

~~2.13 — Unless required by Applicable Law (in which case clause 7 of this Schedule shall apply), the Supplier shall not transfer any Protected Data outside of the United Kingdom or the EU, except to a country with an Adequacy Decision.~~

~~2.14 — No Transfer may occur unless the transfer is subject to an Appropriate Safeguard.~~

~~Data breach~~

~~2.15 — The Supplier shall ensure it has in place appropriate Protective Measures to protect against and reduce the likelihood of a Data Breach.~~

~~2.16 — The Supplier shall, without undue delay (and in any event within 72 hours), notify the Buyer of any Data Breach and provide the Buyer with sufficient details of the Data Breach to enable it to make any notifications required under Data Protection Law. If full details of any Data Breach are not known at the time of first notifying the Buyer of the breach, the Supplier shall provide them as soon as possible afterwards. In addition, the Supplier shall (to the extent possible) use reasonable endeavours to minimise the impact of any Data Breach.~~

~~Audit~~

~~2.17 — The Supplier shall make available to the Buyer all information necessary to demonstrate compliance with its obligations under this Schedule. The Supplier shall allow for audits of its Processing activities in respect of any Protected Data in accordance with clause 12 of the Agreement (Audit)~~

Schedule 4: Data Processing Form – NOT USED**~~1 GUIDANCE~~**

~~1.1 the Supplier will Process any Protected Data under this Agreement or any Order Form, this Data Processing Form shall be completed and agreed by the parties. All defined terms within this Data Processing Form are as set out in the Data Processing Schedule.~~

~~1.2 The Data Protection Officers for the parties is as follows~~

Signed for and on behalf of the Buyer:

Name:	
Role:	
Address:	
Email:	

Signed for and on behalf of the Supplier:

Name:	
Role:	
Address:	
Email:	

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Processing of the Protected Data by the Supplier shall be for the subject-matter, duration, nature and purpose(s) set out below and shall involve the types of Personal Data and categories of Data Subjects detailed below.

Description	Details
Identity of Controller for each category of Personal Data	
Subject-matter of Processing	
Duration of the Processing	
Nature and purposes of the Processing	
Type of Personal Data	
Categories of Data Subject	

SCHEDULE 5 – DEFCONS

DEFCON	Title	Edition
005J	Unique Identifiers	18/11/16
076	Contractor's Personnel at Government Establishments	11/22
503	Formal Amendments to the Contract	06/22
514	Material Breach	08/15
522	Payment and Recovery of Sums Due	04/25
525	Acceptance	10/98
531	Disclosure of Information	09/21
532A	Protection of Personal Data	05/22
566	Change Control of Contractor	04/24
601	Redundant Material	04/14

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