

Schedule 6 (Intellectual Property Rights)

Part A: Intellectual Property Rights (no ICT Services)

Option 3

1. General Provisions and Ownership of IPR

- 1.1 Any New IPR created under this Contract is owned by the Supplier.
- 1.2 Each Party keeps ownership of its own Existing IPR.
- 1.3 Where either Party acquires, by operation of law, ownership of Intellectual Property Rights that is inconsistent with Paragraphs 1.1 and 1.2, it must assign in writing the Intellectual Property Rights concerned to the other Party on the other Party's request (whenever made).
- 1.4 Neither Party has the right to use the other Party's IPR, including any use of the other Party's names, logos or trademarks, except as expressly granted elsewhere under this Contract or otherwise agreed in writing.
- 1.5 Except as expressly granted elsewhere under this Contract, neither Party acquires any right, title or interest in or to the IPR owned by the other Party or any third party.
- 1.6 Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Contract Period.
- 1.7 If the Supplier becomes aware at any time, including after the earlier of the End Date or date of termination, that, in respect of any Deliverable, the Buyer has not received the licences to Supplier Existing IPRs or Third Party IPRs required by Paragraphs 2 and 6, the Supplier must, within 10 Working Days notify the Buyer:
 - 1.7.1 the specific Intellectual Property Rights the Buyer has not received licences to; and
 - 1.7.2 the Deliverables affected.
- 1.8 For the avoidance of doubt:
 - 1.8.1 except as provided for in Paragraphs 2.2.2b)(iii)(A) or 6.1.2b) and 6.1.2c), the expiry or termination of this Contract does not of itself terminate the licences granted to the Buyer under Paragraphs 2 and 6;

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- 1.8.2 the award of this Contract or the ordering of any Deliverables does not constitute an authorisation by the Crown under:
- a) Sections 55 and 56 of the Patents Act 1977;
 - b) section 12 of the Registered Designs Act 1949; or
 - c) sections 240 to 243 of the Copyright, Designs and Patents Act 1988.

2. Licences in respect of New IPR and Supplier Existing IPR

- 2.1 The Supplier grants the Buyer a Supplier New and Existing IPR Licence on the terms set out in Paragraph 2.2.
- 2.2 The Supplier New and Existing IPR Licence granted by the Supplier to the Buyer is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable, worldwide licence that:
- 2.2.1 in the case of New IPR and Supplier Existing IPR embedded in a Deliverable:
- a) allows the Buyer, any transferee or any sublicensee to use, copy and adapt, the New IPR and Supplier Existing IPR;
 - b) has no restriction on the identity of any transferee or sublicensee.
- 2.2.2 in the case of New IPR and Supplier Existing IPR is necessary for the Buyer or any End User to use the Deliverable and:
- a) allows the Buyer, any transferee or any sublicensee to use and copy but not disassemble or reverse engineer adapt the relevant New IPR and Supplier Existing IPR;
 - b) is transferrable to only:
 - (i) a Crown Body;
 - (ii) any body (including any private sector body) that performs or carries out any of the functions or activities that the Buyer had previously performed or carried out; or
 - (iii) a person or organisation that is not a direct competitor of the Supplier and that transferee either:
 - (A) enters into a direct arrangement with the Supplier; or
 - (B) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (*What you must keep confidential*);
 - c) is sub-licensable to the Replacement Supplier (including where the Replacement Supplier is a competitor of the Supplier), where the Replacement Supplier:

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- (i) enters into a direct arrangement with the Supplier; or
 - (ii) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (*What you must keep confidential*);
- 2.2.3 in the case of New IPR that is used to provide the Deliverable:
 - a) allows the Buyer, any transferee and any sublicensee to use and copy, but not adapt, disassemble or reverse engineer the relevant New IPR and Supplier Existing IPRs to the extent necessary for the Buyer, transferee or sublicensee to receive or use the Deliverable;
 - b) has no restriction on the identity of any transferee or sublicensee.
- 2.2.4 in the case of Supplier Existing IPR where the Deliverable is a is a customisation or adaptation of Supplier Existing IPR:
 - a) allows the Buyer, any transferee and any sublicensee to use, copy, but not adapt, disassemble or reverse engineer the relevant Supplier Existing IPRs to the extent necessary for the Buyer, transferee or sublicensee to receive or use the Deliverable;
 - b) is transferrable to only:
 - (i) a Crown Body;
 - (ii) any body (including any private sector body) that performs or carries out any of the functions or activities that the Buyer had previously performed or carried out; or
 - (iii) a person or organisation that is not a direct competitor of the Supplier and that transferee either:
 - (A) enters into a direct arrangement with the Supplier; or
 - (B) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (*What you must keep confidential*);
 - c) is sub-licensable to the Replacement Supplier (including where the Replacement Supplier is a competitor of the Supplier), where the Replacement Supplier:
 - (i) enters into a direct arrangement with the Supplier; or
 - (ii) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (*What you must keep confidential*).

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- 2.3 The Supplier New and Existing IPR Licence provided for under Paragraph 2.2 is subject to the restriction that no transfer or sublicense of the Supplier New IPR and Supplier Existing IPR shall purport to grant to the transferee or sub-licensee (as applicable) any wider rights than those granted to the Buyer under this Paragraph.
- 2.4 Where the legal status of the Buyer changes, such that it ceases to be a Crown Body:
 - 2.4.1 the Supplier New and Existing IPR Licence is unaffected; and
 - 2.4.2 any successor body of the Buyer that is a Crown Body shall have the benefit of the Supplier New and Existing IPR Licence.
- 2.5 The termination or expiry of this Contract does not terminate the Supplier New and Existing IPR Licence.

3. Buyer approval for Supplier to exploit Buyer Existing IPR

- 3.1 Before using, copying or adapting any Buyer Existing IPR for any purpose other than fulfilling its obligations under this Contract, the Supplier must seek the approval of the Buyer in accordance with the provisions of this Paragraph.
- 3.2 The Buyer may terminate any licence it grants under this Paragraph by notice in writing with immediate effect where the Supplier breaches any condition in the licence.
- 3.3 The Supplier must provide a proposal setting out:
 - 3.3.1 the purpose for which it proposes to use the Buyer Existing IPR;
 - 3.3.2 the activities the Supplier proposes to undertake with or in respect of the Buyer Existing IPR;
 - 3.3.3 any licence the Supplier requests in respect of Buyer Existing IPR; and
 - 3.3.4 such further information as the Buyer may reasonably require to properly consider the proposal.
- 3.4 The Buyer may only refuse the Supplier's proposal where it considers that if the Supplier were to implement the proposal it would harm:
 - 3.4.1 the Buyer's reputation; or
 - 3.4.2 the Buyer's interests.
- 3.5 Where the Buyer has not:
 - 3.5.1 approved or declined the proposal; or
 - 3.5.2 required further information,within 20 Working Days of the later of:
 - 3.5.3 the date the proposal was first provided to the Buyer; or
 - 3.5.4 the date on which further information was provided to the Buyer,then the proposal is, for the purposes of this Contract, approved.

4. Licences granted by the Buyer

4.1 Subject to Paragraph 3, the Buyer grants the Supplier a licence to the Buyer Existing IPR that is perpetual, non-exclusive, royalty-free and non-transferable;

4.1.1 is sub-licensable to any Sub-contractor where:

- a) the Sub-contractor enters into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 19 (*What you must keep confidential*); and
- b) the sub-licence does not purport to provide the sub-licensee with any wider rights than those granted to the Supplier under this Paragraph;

4.1.2 allows the Supplier and any sub-licensee to use, copy and adapt any Buyer Existing IPR for the purpose of:

- a) fulfilling its obligations under this Contract; and
- b) commercially exploit the New IPR.

5. Provision of information on New IPR

5.1 The Buyer may, at any time, require the Supplier to provide information on:

5.1.1 the purposes, other than for the purposes of this Contract, for which the Supplier uses New IPR; and

5.1.2 the activities the Supplier undertakes, other than under this Contract, with or in respect of the New IPR.

5.2 The Supplier must provide the information required by the Buyer:

5.2.1 within twenty (20) Working Days of the date of the requirement; and

5.2.2 in the form and with the content specified by the Buyer.

6. Licences in respect of Third-party IPR

6.1 The Supplier shall not use in the delivery of the Deliverables any Third Party IPR unless:

6.1.1 Approval is granted by the Buyer; and

6.1.2 one of the following conditions is met:

- a) the owner or an authorised licensor of the relevant Third Party IPR has granted a direct Third Party IPR Licence on the terms set out in Paragraph 2.2;
- b) if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a Third Party IPR Licence as set out in Paragraph a), all the following conditions are met:
 - (i) the Supplier has notified the Buyer in writing giving details of:
 - (A) what licence terms can be obtained from the relevant third party; and

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- (B) whether there are providers which the Supplier could seek to use and the licence terms obtainable from those third parties;
 - (ii) the Buyer has agreed to accept the licence terms of one of those third parties; and
 - (iii) the owner and authorised licensor of the Third Party IPR has granted a direct licence of the Third Party IPR to the Buyer on those terms; or
 - c) the Buyer has provided authorisation to the use of the Third Party IPR in writing, with reference to the acts authorised and the specific IPR involved.
- 6.2 The Third Party IPR licence referred to in Paragraph 6.1 is the licence set out in Paragraph 2.2 as if:
- 6.2.1 the term Third Party IPR were substituted for the term New IPR or Supplier Existing IPR; and
 - 6.2.2 the term third party were substituted for the term Supplier, in each place they occur.

7. Patents

- 7.1 Where a patent owned by the Supplier is infringed by the use of the New IPR by the Buyer or any Replacement Supplier, the Supplier hereby grants to the Buyer and the Replacement Supplier a non-exclusive, irrevocable, royalty-free, worldwide patent licence to use the infringing methods, materials or software.

Schedule 7 (Staff Transfer)

1. Definitions

1.1 In this Schedule, the following words have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"Admission Agreement"	either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;
"Employee Liability"	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following: redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; unfair, wrongful or constructive dismissal compensation; compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; compensation for less favourable treatment of part-time workers or fixed term employees; outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer

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	Date and also including any payments arising in respect of pensions; claims whether in tort, contract or statute or otherwise; and any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"Fair Deal Employees"	as defined in Part D;
"Final Supplier Staff List"	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Former Supplier"	a supplier supplying the Services to the Buyer before any Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any subcontractor of such supplier (or any subcontractor of any such subcontractor);
"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for staff pensions: staff transfer from central government"</i> issued in October 2013 including: (a) any amendments to that document immediately prior to the Relevant Transfer Date; (e) any similar pension protection in accordance with the Annexes inclusive to Part of this Schedule as notified to the Supplier by the Buyer;
"Notified Subcontractor"	a Subcontractor identified in the Annex to this Schedule to whom Transferring Buyer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
"Old Fair Deal"	HM Treasury Guidance <i>"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"</i> issued in June 1999 including the supplementary guidance <i>"Fair Deal for Staff</i>

pensions: Procurement of Bulk Transfer Agreements and Related Issues" issued in June 2004;

"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 14.4 (<i>When the Buyer can end this contract</i>) or 14.6 (<i>When the Supplier can end the contract</i>);
"Provisional Supplier Staff List"	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Replacement Subcontractor"	a subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any subcontractor of any such subcontractor);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
"Service Transfer"	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;

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"Staffing Information"	in relation to all persons identified on the Provisional Supplier Staff List or Final Supplier Staff List, as the case may be, the information required in Annex E2 (<i>Table of Staffing Information</i>) in that format together with employee liability information specified in regulation 11(2) and 11(3) and if applicable 11(4) of the Employment Regulations and such other information as the Buyer may reasonably require. The Buyer may acting reasonably make changes to the format or information requested in Annex E2 from time to time.
"Statutory Schemes"	means the CSPA, NHSPA or LGPS as defined in the Annexes to Part D of this Schedule;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. Interpretation

Where a provision in this Schedule imposes any obligation on the Supplier including to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

The following parts of this Schedule shall apply to this Contract:

- 3.1 [Part A (Staff Transfer At Operational Services Commencement Date – Transferring Employees from the Buyer to the Supplier)]; **N/A**

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- 3.2 [Part B (Staff Transfer At Operational Services Commencement Date – Transfer From Former Supplier)]; **N/A**
- 3.3 [Part C (No Staff Transfer Expected On Operational Services Commencement Date)];
- 3.4 [Part D (Pensions)]: **N/A**
 - 3.4.1 [- Annex D1 (*CSPS*)];
 - 3.4.2 [- Annex D2 (*NHSPS*)];
 - 3.4.3 [- Annex D3 (*LGPS*)];
 - 3.4.4 [- Annex D4 (*Other Schemes*)]
- 3.5 Part E (Staff Transfer on Exit) of this Schedule will always apply to this Contract, including: **N/A**
 - 3.5.1 Annex E1 (List of Notified Subcontractors);
 - 3.5.2 Annex E2 (Staffing Information).

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Part A: Staff Transfer at the Start Date – N/A

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Part B: Staff transfer at the Start Date – N/A

Transfer from a Former Supplier on Re-procurement

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services is not expected to be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that their contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then:
 - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, give notice to the Former Supplier;
 - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 15 Working Days of receipt of notice from the Supplier or the Subcontractor, provided always that such steps are in compliance with applicable Law;
 - 1.2.3 if such offer of employment is accepted, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from its employment; and
 - 1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.5:
 - a) the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 provided that the Supplier takes, or shall procure that the Notified Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
 - b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 provided that the Supplier takes, or shall

procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

- 1.3 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the period(s) referred to in Paragraph 1.2 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, (a) comply with such obligations as may be imposed upon it under Law and (b) comply with the provisions of Part D (Pensions) and its Annexes of this Staff Transfer Schedule.
- 1.4 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.3, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.5 The indemnities in Paragraph 1.2 shall not apply to any claim:
 - 1.5.1 for any contravention of the Equality Act 2010 (or is predecessor/successor legislation); or
 - 1.5.2 equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
 - 1.5.3 any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.6 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 6 Months from the relevant Transfer Date.
- 1.7 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

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Part D: Pensions – N/A

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Annex D1: Civil Service Pensions Schemes (CSPS) – N/A

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Annex D2: NHS Pension Schemes – N/A

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Annex D3: Local Government Pension Schemes (LGPS) – N/A

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Annex D4: Other Schemes – N/A

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

1.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:

- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
- 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract; and
- 1.1.3 the date which is twelve (12) Months before the end of the Contract Period; or
- 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any six (6) Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Provisional Supplier Staff List, together with the Staffing Information in relation to the Provisional Supplier Staff List and it shall provide an updated Provisional Supplier Staff List at such intervals as are reasonably requested by the Buyer.

1.2 At least twenty (20) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor

- 1.2.1 the Final Supplier Staff List, which shall identify the basis upon which they are Transferring Supplier Employees and
- 1.2.2 the Staffing Information in relation to the Final Supplier Staff List (insofar as such information has not previously been provided).

1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.

1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraphs 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Provisional Supplier Staff List and shall, unless otherwise instructed by the Buyer (acting reasonably):

- 1.5.1 not replace or re-deploy any Supplier Staff listed on the Provisional Supplier Staff List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person they replace;
- 1.5.2 not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii)

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- pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Staff (including any payments connected with the termination of employment);
- 1.5.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
 - 1.5.4 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Provisional Supplier Staff List;
 - 1.5.5 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
 - 1.5.6 not terminate or give notice to terminate the employment or contracts of any persons on the Provisional Supplier Staff List save by due disciplinary process;
 - 1.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor;
 - 1.5.8 give the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor reasonable access to Supplier Staff and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Subcontractor in respect of persons expected to be Transferring Supplier Employees;
 - 1.5.9 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
 - 1.5.10 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Provisional Supplier Staff List regardless of when such notice takes effect;
 - 1.5.11 not for a period of twelve (12) Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Subcontractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));

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- 1.5.12 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 1.5.13 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.14 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract (including identification of the Fair Deal Employees);
 - 1.5.15 promptly provide to the Buyer such documents and information mentioned in Paragraph **Error! Reference source not found.** of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.16 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Start Date and up to four times during the last twelve (12) Months of the Contract Period, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within twenty (20) Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
- 1.6.1 the numbers of Supplier Staff engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each Supplier Staff engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 - 1.6.4 a description of the nature of the work undertaken by each Supplier Staff by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Final Supplier Staff List who is a Transferring Supplier Employee:

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- 1.7.1 the most recent month's pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 updated tax code as at the Service Transfer Date if the code has changed since it was previously have been provided;
 - 1.7.5 updated details of any voluntary deductions from pay as at the Service Transfer Date if changes have occurred since the details were previously provided;
 - 1.7.6 a copy of the personnel file and all other records regarding the service of the Transferring Supplier Employee;
 - 1.7.7 all information required to meet the minimum recording keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 2015; and
 - 1.7.8 updated bank/building society or other account details for payroll purposes if they have changed since they were previously provided.
- 1.8 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3 the Supplier agrees that following within twenty (20) Working Days of a request from the Buyer it shall and shall procure that each Sub-contractor shall use reasonable endeavours to comply with any [reasonable] request to align and assign Supplier Staff to any future delivery model proposed by the Buyer for Replacement Services within thirty (30) Working Days or such longer timescale as may be agreed.
- 1.9 Any changes necessary to this Contract as a result of alignment referred to in Paragraph 1.8 shall be agreed in accordance with the Variation Procedure.

2. Staff Transfer when the contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10 of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations under the Employment Regulations and in particular

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obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but excluding) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Final Supplier Staff List arising in respect of the period up to (but excluding) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, pay for accrued but untaken holiday, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Statutory Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part to the period ending on (but excluding) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.

2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring before but excluding the Service Transfer Date of:

- a) any collective agreement applicable to the Transferring Supplier Employees; and/or
- b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;

2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising before but excluding the Service Transfer Date;

2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

- a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date; and

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- b) in relation to any employee who is not identified in the Final Supplier Staff List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date;
- 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (but excluding) the Service Transfer Date);
- 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Final Supplier Staff List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of this Contract and/or the Employment Regulations; and
- 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to any act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date, Including any Employee Liabilities:
 - 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to their terms and conditions of employment or working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
 - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that their contract of employment has been transferred from the Supplier to the Replacement

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Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations then:

- 2.5.1 the Replacement Supplier and/or Replacement Subcontractor will, within five (5) Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
 - 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within fifteen (15) Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law;
 - 2.5.3 if such offer of employment is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, the Replacement Supplier and/or Replacement Subcontractor shall immediately release the person from its employment or alleged employment;
 - 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, or the situation has not otherwise been resolved, the Replacement Supplier and/or Replacement Subcontractor may within 5 Working Days give notice to terminate the employment of such person; and subject to the Replacement Supplier's and/or Replacement Subcontractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.6 The indemnity in Paragraph 2.5 shall not apply to:
- 2.6.1 any claim for:
 - a) any contravention of the Equality Act 2010 (or predecessor/successor legislation); or
 - b) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor; or
 - 2.6.2 any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure.
- 2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than six (6) Months from the Service Transfer Date.

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- 2.8 If at any point the Replacement Supplier and/or Replacement Subcontract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 2.9 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Final Supplier Staff List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
- 2.9.1 the Supplier and/or any Subcontractor; and
- 2.9.2 the Replacement Supplier and/or the Replacement Subcontractor.
- 2.10 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.11 Subject to Paragraph 2.12, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:
- 2.11.1 any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.11.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
- a) any collective agreement applicable to the Transferring Supplier Employees identified in the Final Supplier Staff List; and/or

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- b) any custom or practice in respect of any Transferring Supplier Employees identified in the Final Supplier Staff List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
- 2.11.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Final Supplier Staff List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- 2.11.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Final Supplier Staff List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Final Supplier Staff List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations or otherwise) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.11.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Final Supplier Staff List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.11.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - a) in relation to any Transferring Supplier Employee identified in the Final Supplier Staff List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date; and
 - b) in relation to any employee who is not a Transferring Supplier Employee identified in the Final Supplier Staff List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date;

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- 2.11.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Final Supplier Staff List in respect of the period from (and including) the Service Transfer Date; and
 - 2.11.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Final Supplier Staff List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.12 The indemnity in Paragraph 2.11 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Final Supplier Staff List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Schedule 7 (Staff Transfer), Crown Copyright 2025, [Subject to Contract]

Annex E1: List of Notified Subcontractors – Not Applicable

Annex E2: Staffing Information

[illegible]

Combined schedules – Chemical and Biological Metrology [subject to contract]

EMPLOYEE DETAILS & KEY TERMS							
Details	Job Title	Grade / band	Work Location	Date of Birth (dd/mm/yy)	Employment status (for example, employee, fixed-term employee, self-employed, agency worker)?	Continuous service date (dd/mm/yy)	Date employment started with existing employer
Emp No 1							
Emp No 2							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							

Combined schedules – Chemical and Biological Metrology [subject to contract]

EMPLOYEE DETAILS & KEY TERMS							
Details	Contract end date (if fixed term contract or temporary contract)	Contractual notice period	Contractual weekly hours	Regular overtime hours per week	Mobility or flexibility clause in contract?	Previously TUPE transferred to organisation? If so, please specify (i) date of transfer, (ii) name of transferor, and (iii) whether ex public sector	Any collective agreements?
Emp No 1							
Emp No 2							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							

Combined schedules – Chemical and Biological Metrology [subject to contract]

ASSIGNMENT		CONTRACTUAL PAY AND BENEFITS							
Details	% of working time dedicated to the provision of services under the contract	Salary (or hourly rate of pay)	Payment interval (weekly / fortnightly / monthly)	Bonus payment for previous 12 months (please specify whether contractual or discretionary entitlement)	Pay review method	Frequency of pay reviews	Agreed pay increases	Next pay review date	
Emp No 1									
Emp No 2									
Emp No									
Emp No									
Emp No									
Emp No									
Emp No									

Combined schedules – Chemical and Biological Metrology [subject to contract]

CONTRACTUAL PAY AND BENEFITS								
Details	Any existing or future commitment to training that has a time-off or financial implication	Car allowance (£ per year)	Lease or company car details	Any other allowances paid (e.g. shift allowance, standby allowance, travel allowance)	Private medical insurance (please specify whether single or family cover)	Life assurance (xSalary)	Long Term Disability / PHI (% of Salary)	Any other benefits in kind
Emp No 1								
Emp No 2								
Emp No								
Emp No								
Emp No								
Emp No								
Emp No								

Combined schedules – Chemical and Biological Metrology [subject to contract]

CONTRACTUAL PAY AND BENEFITS						
Details	Annual leave entitlement (excluding bank holidays)	Bank holiday entitlement	Method of calculating holiday pay (i.e. based on fixed salary only or incl. entitlements to variable remuneration such as bonuses, allowances, commission or overtime pay?)	Maternity or paternity or shared parental leave entitlement and pay	Sick leave entitlement and pay	Redundancy pay entitlement (statutory / enhanced / contractual / discretionary)
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

Combined schedules – Chemical and Biological Metrology [subject to contract]

PENSIONS						
Details	Employee pension contribution rate	Employer pension contribution rate	Please provide the name of the pension scheme and a link to the pension scheme website	Is the scheme an occupational pension scheme as defined in the Pension Schemes Act 1993?	If the scheme is not an occupational pension scheme, what type of scheme is it? E.g. personal pension scheme?	Type of pension provision e.g. defined benefit (CARE or final salary, and whether a public sector scheme e.g. CSPA, NHSPS, LGPS etc. or a broadly comparable scheme) or a defined contribution scheme or an auto enrolment master trust?
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

Combined schedules – Chemical and Biological Metrology [subject to contract]

PENSIONS						
Details	If the Employee is in the Local Government Pension Scheme, please supply details of Fund and Administering Authority.	If the Employee is in the Civil Service Pension Scheme, please provide details of the Admission Agreement.	If the Employee is in the NHSPS, please provide details of the Direction Letter.	If the Employee is in a broadly comparable pension scheme, please supply a copy of the GAD certificate of Broad Comparability.	Did Fair Deal or any other similar pension protection for ex-public sector employees apply to the employee when they TUPE transferred into your employment? If so, what was the nature of that protection (e.g. right to participate in a public sector pension scheme, or a broadly comparable scheme, or to bulk transfer past pension service into their current scheme)?	If Fair Deal, Best Value or other pension protection applied, which public sector employer did they originally transfer out of and when?
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

Combined schedules – Chemical and Biological Metrology [subject to contract]

OTHER			
Details	Security Check Level	Security Clearance Expiry date	Additional info or comments
Emp No 1			
Emp No 2			
Emp No			
Emp No			
Emp No			
Emp No			
Emp No			

Schedule 8 (Implementation Plan and Testing)

Part A – Implementation

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Delay"	(a) a delay in the Achievement of a Milestone by its Milestone Date; or (b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
"Implementation Period"	has the meaning given to it in Paragraph Error! Reference source not found. of this Part A; and
"Milestone Payment"	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone.

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2. Agreeing and following the Implementation Plan

- 2.1 The Implementation Plan is set out in the Annex to this Schedule.
- 2.2 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 2.3 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

3. Reviewing and changing the Implementation Plan

- 3.1 Subject to Paragraph 3.3 of this Part A, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a Material Default.

Security requirements before the Start Date

The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Start Date. The Supplier shall ensure that this is reflected in the Implementation Plan.

Combined schedules – Chemical and Biological Metrology [subject to contract]

The Supplier shall ensure that all Supplier Staff do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.

The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff in accordance with the Buyer's requirements.

The Supplier shall provide the names of all Supplier Staff and inform the Buyer of any alterations and additions as they take place throughout the Contract Period.

The Supplier shall ensure that all Supplier Staff requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior Approval has been received, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.

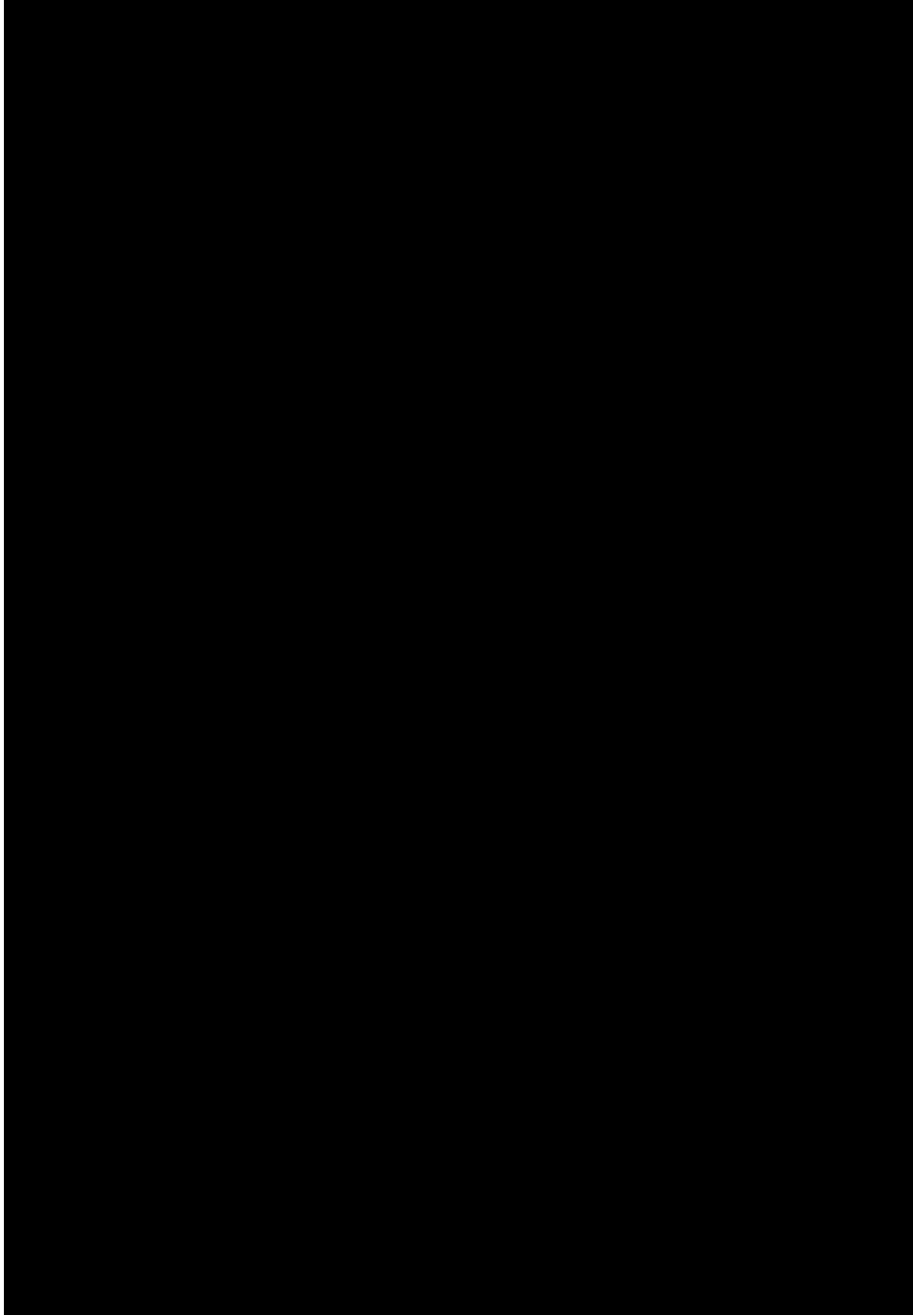
If a property requires Supplier Staff to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

4. What to do if there is a Delay

- 4.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
 - 4.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 - 4.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 4.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - 4.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

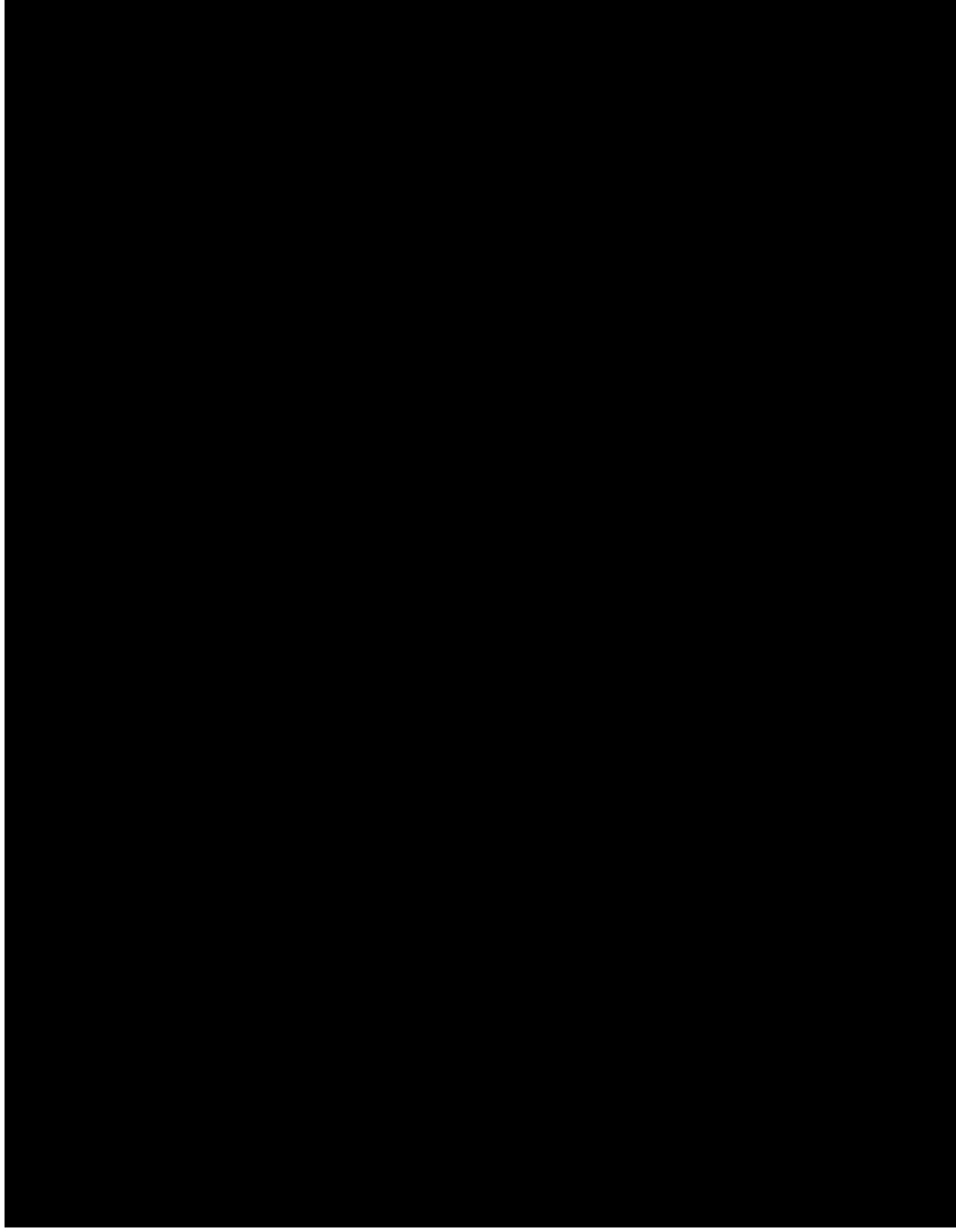
Annex 1: Implementation Plan

The Implementation Plan is set out below and the Milestones to be Achieved are identified below:



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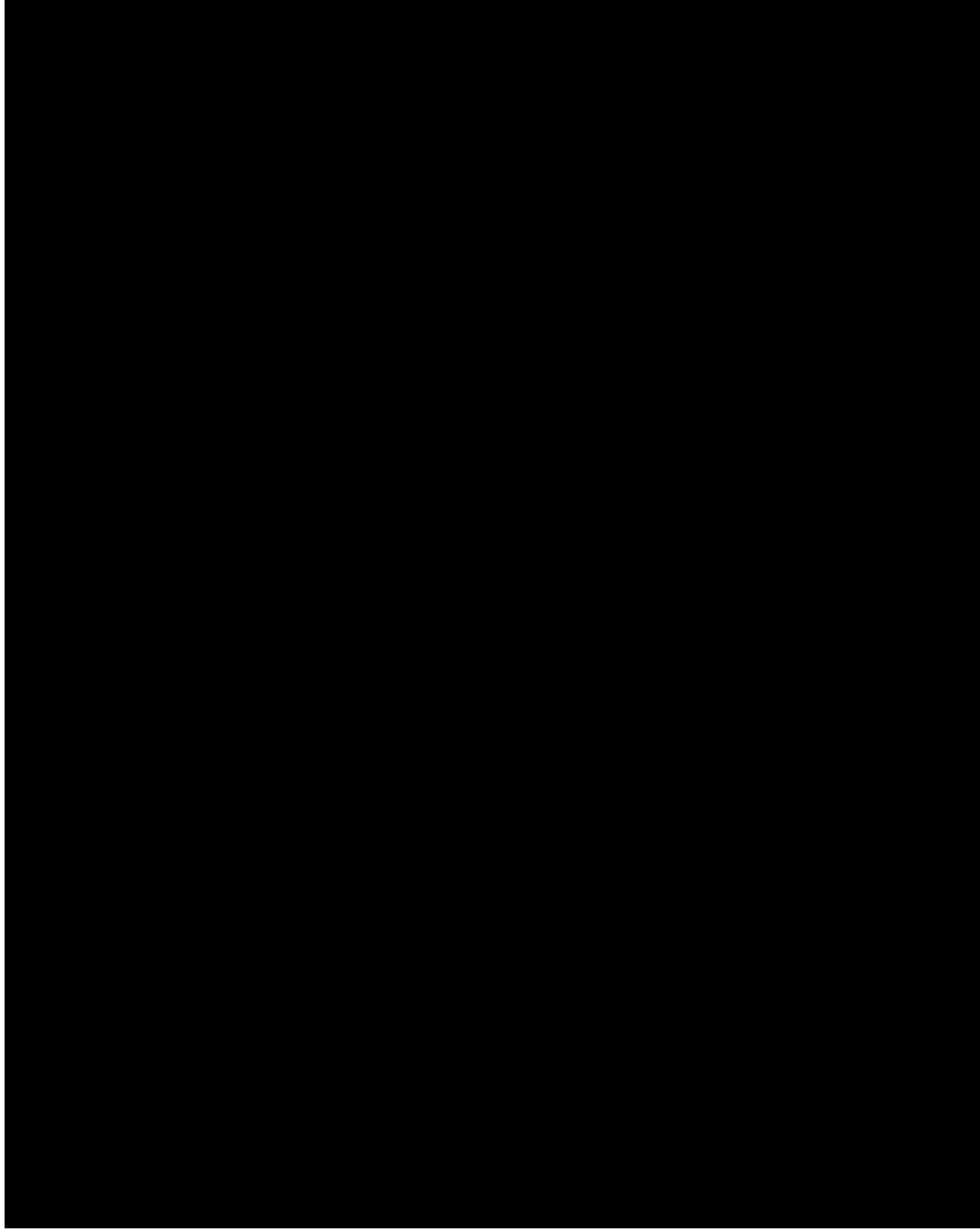


Combined schedules — Chemical and Biological Metrology [subject to contract]

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Part B – Milestone achievement

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"Component" any constituent parts of the Deliverables;

"Satisfaction Certificate" a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has been delivered to the satisfaction of the Buyer;

2. Issue of Satisfaction Certificate

- 2.1 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as reasonably practicable if it is reasonably satisfied that it has been achieved.
- 2.2 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the Implementation Plan and the provisions of Schedule 3 (Charges).
- 2.3 Each invoice relating to a Milestone payment shall be supported by a Satisfaction Certificate.
- 2.4 If a Milestone is not achieved, the Buyer shall promptly issue a report to the Supplier setting out:
- 2.4.1 any reasons for the relevant Milestone not being achieved.
- 2.5 The Buyer and the Supplier shall, within five (5) Working Days of the Supplier receiving the report setting out the reasons for the Milestone not being Achieved or as otherwise agreed, meet in good faith to discuss:
- 2.5.1 the reasons for the failure;
- 2.5.2 the steps the Supplier proposes to take to achieve the delayed Milestone as soon as reasonably practicable; and
- 2.5.3 any reasonable assistance or actions the Buyer may provide or undertake to support the Supplier in achieving the Milestone.
- 2.6 Such meeting and any resulting actions shall be without prejudice to the Authority's other rights and remedies under this Contract.

3. Risk

- 3.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:

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- 3.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or
- 3.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

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Annex 1: Test Issues – Severity Levels

N/A.

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Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

Deliverable/Milestone(s): [Insert relevant description of the agreed Deliverables/Milestones].

We refer to the agreement ("**Contract**") [insert Contract reference number] relating to the provision of the [insert description of the Deliverables] between the [insert Buyer name] ("**Buyer**") and [insert Supplier name] ("**Supplier**") dated [insert Effective Date dd/mm/yyyy].

The definitions for any capitalised terms in this certificate are as set out in this Contract.

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with Clause 4 (Pricing and payments)].

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

Combined schedules – Chemical and Biological Metrology [subject to contract]

Schedule 9 (Installation Works) – Not applicable

Not applicable.

Schedule 10 (Performance Levels)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"Critical KPI Failure"	has the meaning given to it in the Award Form;
"KPI Failure"	a failure to meet the KPI Performance Measure in respect of a Key Performance Indicator;
"KPI Performance Measure"	shall be as set out against the relevant Key Performance Indicator in the Annex to Part A of this Schedule;
"KPI Threshold"	shall be as set out against the relevant Key Performance Indicator in the Annex to Part A of this Schedule;
"Measurement Period"	in relation to a Key Performance Indicator, the period over which the Supplier's performance is measured as set out against the relevant Key Performance Indicator in the Annex to Part A of this Schedule;
"Performance Monitoring Reports"	has the meaning given in Paragraph 1.2 of Part B of this Schedule;
"Performance Review Meetings"	has the meaning given in Paragraph 1.3 of Part B of this Schedule;
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Key Performance Indicators; and
"Service Credit Cap"	has the meaning given to it in the Award Form.

2. What happens if you don't meet the Key Performance Indicators

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the KPI Performance Measure for each Key Performance Indicator.
- 2.2 The Supplier acknowledges that any KPI Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any KPI Performance Measure.

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- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule to enable the Buyer to assess the Supplier's performance against each Key Performance Indicator in each Measurement Period.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a KPI Failure except where:
- 2.4.1 the Supplier has over the previous twelve (12) Month period exceeded the Service Credit Cap; and/or
- 2.4.2 the KPI Failure:
- a) exceeds the relevant KPI Threshold;
 - b) has arisen due to a wilful Default by the Supplier;
 - c) results in the corruption or loss of any Government Data (in which case the indemnity in Clause 18.6.4 and any or all of the other provisions of Clauses 18.4 and 18.5 and/or Clause 18.6 of the Core Terms may apply); and/or
 - d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
 - e) the Buyer is also entitled to or does terminate this Contract pursuant to Clause 14.4 of the Core Terms (*When the Buyer can end the contract*).

3. Critical KPI Failure

- 3.1 On the occurrence of a Critical KPI Failure:
- 3.1.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.1.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical KPI Failure**"),
- 3.1.3 provided that the operation of this Paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for Material Default.

Part A: Key Performance Indicators and Service Credits

1. Key Performance Indicators

1.1 If the level of performance of the Supplier:

1.1.1 is likely to or fails to meet any KPI Performance Measure; or

1.1.2 is likely to cause or causes a Critical KPI Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

1.1.3 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a KPI Failure or Critical KPI Failure from taking place or recurring;

1.1.4 instruct the Supplier to comply with the Rectification Plan Process;

1.1.5 if a KPI Failure has occurred, deduct the applicable Service Credits payable by the Supplier to the Buyer; and/or

1.1.6 if a Critical KPI Failure has occurred, exercise its right to Compensation for Critical KPI Failure (including the right to terminate for Material Default and the consequences of termination in Clause 14.5.1 shall apply).

2. Service Credits

2.1 N/A.

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Annex to Part A: Key Performance Indicators

	Service Description	Service Level	Measurement of Service Level	Consequence of Failed Service Level
1	Attendance at monthly meetings to present and agree progress.	N/A	No more than two missed meetings per rolling 3-month period.	Non-attendance shall be addressed at the following monthly meeting with a view to corrective action for the next meeting.
2	Timely and accurate presentation of invoicing to enable payment	N/A	All agreed invoicing to be presented no more than one month following the month the services were delivered, or as per agreed invoicing schedule	Payments may be delayed and/or invoices held and corrections requested if necessary
3	Produce a programme report for each quarter describing progress, changes, and risks, against the contracted deliverables for all NMS projects, to the satisfaction of DSIT and the Programme Expert Groups	N/A	This should be received within 14 working days of the end of the quarter, unless otherwise agreed in writing with DSIT.	Payments may be delayed if timescales aren't adhered to.
4	Deliver, and provide secretariat support, for the Programme Expert Group meetings at least once a year, to the satisfaction of DSIT and the PEG Chairs.		To be delivered at least once a year.	Payments may be delayed if timescales aren't adhered to.

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5	Produce timely and accurate forecasts, as requested, to provide updates regarding the financial position of the programme	N/A	Forecasts should be provided monthly or as per agreed forecasting schedule	Payments may be delayed if timescales aren't adhered to.
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Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Effective Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Key Performance Indicators will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process agreed pursuant to Paragraph 1.1 of Part B of this Schedule and with such frequency as shall be agreed between the Parties pursuant to Paragraph 1.1 to enable the Buyer to assess the Supplier's performance against each Key Performance Indicator in each Measurement Period. The Performance Monitoring Reports shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.2.1 for each Key Performance Indicator, the actual performance achieved against the KPI Performance Measure for the relevant Service Period and, where a Measurement Period has ended in the period covered by the Performance Monitoring Report, the most recently ended Measurement Period;
 - 1.2.2 a summary of all failures to achieve Key Performance Indicators that occurred during that Service Period;
 - 1.2.3 details of any Critical KPI Failures;
 - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Key Performance Indicators to which the Service Credits relate; and
 - 1.2.6 such other details as the Buyer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 1.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the

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Buyer's Representative and any other recipients agreed at the relevant meeting.

- 1.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.
- 1.6 The relevant table in the Annex to Part A of this Schedule describes how the levels of performance under the KPI Performance Measures will be mapped to the performance ratings prescribed under regulation 38(5) of the Procurement Regulations 2024. The mapping set out in that table will be applied by the Buyer when publishing relevant Transparency Information relating to the Performance Indicators and/or the Supplier's performance against the relevant KPIs pursuant to Section 52(3) and/or Section 71(2) of the Procurement Act 2023 and the associated Regulations.
- 1.7 The Supplier acknowledges and agrees that, each time the Buyer conducts an assessment of the Supplier's performance against a Key Performance Indicator, the Buyer may publish information as required by Law in relation to that assessment.

2. Satisfaction Surveys

- 2.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

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Schedule 11 (Continuous Improvement)

1. Supplier's Obligations

- 1.1 The Supplier will use reasonable endeavours to, throughout the Contract Period, identify new or potential improvements to the Key Performance Indicators (as specified in the Annex to Part A of Schedule 10 (*Performance Levels*)) with a view to improving the quality and efficiency of the Deliverables and their supply to the Buyer.

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Schedule 12 (Benchmarking) – Not applicable

Not applicable.

Schedule 13 (Contract Management)

1. Definitions

1.2 In this Schedule, the following definitions shall apply:

“Programme Expert Groups”	Groups of independent technical experts from industry, academia, research institutions, and the public sector, appointed by the Authority to oversee and provide advice to the Buyer on each of the programmes delivered through this Contract;
“Project Managers”	the individuals appointed as such by the Buyer and the Supplier in accordance with Paragraph 2;

2. Management of the Services

- 2.1 The Supplier and the Buyer shall each appoint a project manager for the purposes of this Contract through whom the Services shall be managed at a day-to-day level.
- 2.2 Both Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 The project managers shall meet at least monthly to discuss the delivery of the Services. The Supplier project manager, or appropriate programme or project managers or other Supplier staff, shall provide appropriate updates on delivery, risks and issues with the potential to affect delivery, Change Requests, and financial forecasts.

3. Programme Expert Groups

- 3.1 The Supplier shall make all reasonable efforts to facilitate meaningful and appropriate oversight and scrutiny of the delivery of the Services by the Programme Expert Groups.
- 3.2 Without prejudice to the generality of paragraph 3.1, the Supplier shall arrange, for each programme making up the Services, a meeting of the associated Programme Expert Group at least once a year. During the meetings, appropriate Supplier staff shall present updates on the delivery and status of the programmes, Change Requests, planning for future programmes, and any other matters as appropriate to facilitate meaningful oversight and scrutiny by the Programme Expert Group and the Authority of the delivery of the Services. The Supplier shall ensure that times, dates, locations, agendas, papers, and any other relevant matters concerning the meetings are shared with the Authority and the Programme Expert Group in good time in advance of the meeting.

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4. Contract Management Mechanisms

- 4.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 4.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 4.2.1 the identification and management of risks;
 - 4.2.2 the identification and management of issues; and
 - 4.2.3 monitoring and controlling project plans.
- 4.3 The Risk Register shall be updated by the Supplier and submitted for review by the Buyer.

5. Annual Review

- 5.1 An annual review meeting shall be held throughout the Term on a date to be agreed between the Parties.
- 5.2 The meetings shall be attended by [REDACTED] Programme Management) of the Supplier and [REDACTED] NMS Programmes) of the Buyer and any other persons considered by the Buyer necessary for the review.

Schedule 14 (Business Continuity and Disaster Recovery)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"BCDR Plan"	has the meaning given to it in Paragraph 0 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.2.2 of this Schedule;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.2.3 of this Schedule;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule.

2. BCDR Plan

2.1 For the Contract Period, the Supplier agrees to maintain, review, test and update its business continuity and disaster recovery plans in accordance with the Supplier's latest business continuity policy, as updated from time to time. The Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Supplier shall follow to:

- 2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
- 2.1.2 the recovery of the Deliverables in the event of a Disaster.

2.2 The BCDR Plan shall be divided into three sections:

- 2.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
- 2.2.2 Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and
- 2.2.3 Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**).

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- 2.3 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

- 3.1 Section 1 of the BCDR Plan shall:
- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - failure or disruption scenarios and assessments of likely frequency of occurrence;
 - identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - identification of risks arising from an Insolvency Event of the Supplier, any Key Subcontractors and/or Supplier Group member;
 - identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - a business impact analysis of different anticipated failures or disruptions;
 - 3.1.7 provide for documentation of processes, including business processes, and procedures;
 - 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
 - 3.1.9 identify the procedures for reverting to **"normal service"**;

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- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
 - 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
 - 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
- 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Key Performance Indicators, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any Default by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
- 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
- 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;

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- 4.2.3 specify any applicable Key Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Key Performance Indicators in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
- 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Key Performance Indicators with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Key Performance Indicators in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
 - 5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
 - 6.1.1 on a regular basis and as a minimum once every six (6) Months;

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- 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
- 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
 - 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables;
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).

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- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9. Circumstances beyond your control

The Supplier shall not be entitled to relief under Clause 24 (*Circumstances beyond your control*) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Schedule 15 (Carbon Reduction)

1. Definitions

- 1.1 **"Carbon Footprint"** the sum of GHG Emissions from an individual, product, organisation or country, measured in tonnes of carbon dioxide-equivalent (t CO₂e);
- 1.2 **"Contract Carbon Footprint"** the GHG Emissions resulting from the execution of the Contract as described by the GHG Protocol Corporate Standard;
- 1.3 **"Carbon Reduction Plan (CRP)"** a [Carbon Reduction Plan](#) in response to PPN 016;
- 1.4 **"Emissions Reduction"** the reduction of GHG Emissions from a product, service, contract, organisation or country;
- 1.5 **"Emissions Reduction Target (ERT)"** the target for Emissions Reduction for each year of the Contract, expressed as a percentage;
- 1.6 **"Emissions Report"** a report, substantially in the form set out in Table 1, containing, as a minimum, details of the GHG Emissions for this Contract against the Reporting Scopes for each Contract Year, details of any newly identified GHG Hotspots and details of any decarbonisation opportunities;
- 1.7 **"GHG Emissions Reduction Plan (ERP)"** a plan, substantially in the form set out in Table 2, containing the key activities and interventions that will lead to Emissions Reduction;
- 1.8 **"Greenhouse Gas Emissions (GHG Emissions)"** the release of greenhouse gases as defined in the GHG Protocol, typically measured in tonnes of carbon dioxide-equivalent (t CO₂e).
- 1.9 **"GHG Hotspots"** processes, operations, and activities that have a proportionately large contribution to the total GHG Emissions for the Contract;
- 1.10 **"Government Net Zero Target"** the 2050 target date by which the UK government has committed to achieve Net Zero, pursuant to the Climate Change Act 2008 (2050 Target Amendment) Order 2019;
- 1.11 **"Net Zero"** Net Zero is a state in which the amount of GHG Emissions released into the atmosphere are balanced by the amount of GHG Emissions removed;
- 1.12 **"Reporting Scopes"** the following categories of GHG Emissions:
- 1.13 **"[Scope 1 Emissions](#)"** GHG Emissions that come from the Supplier directly, e.g. from burning fuel in vehicles or boilers that the Supplier owns;
- 1.14 **"[Scope 2 Emissions](#)"**: GHG Emissions from the Supplier's use of electricity; and
- 1.15 **"[Scope 3 Emissions](#)"** Scope 3 is broken down into 15 sub-categories, including emissions associated with the goods and services you buy, financial services such as investments, and others such as waste or transportation. There are five Scope 3 categories included in the reporting for a Supplier's

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CRP: upstream transportation and distribution; waste generated in operations; business travel; employee commuting; and downstream transportation and distribution; and

1.16 **"Supplier Net Zero Target"** the date by which the Supplier commits to achieve Net Zero.

2. Net Zero Obligation

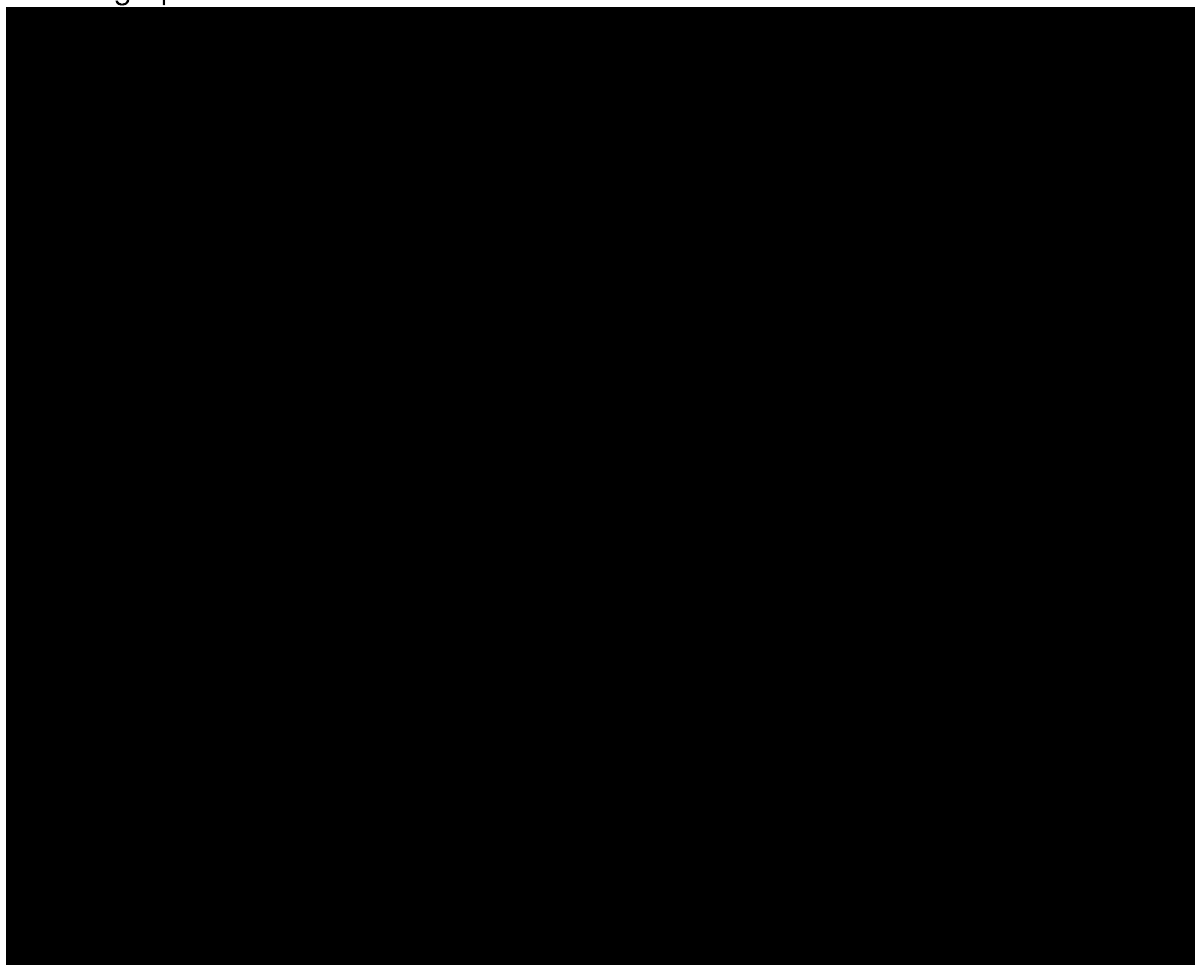
2.1 The Supplier shall, through best endeavours, ensure that their environmental impact is minimised throughout the delivery of the Contract.

Schedule 16 (Security)

1. Supplier obligations

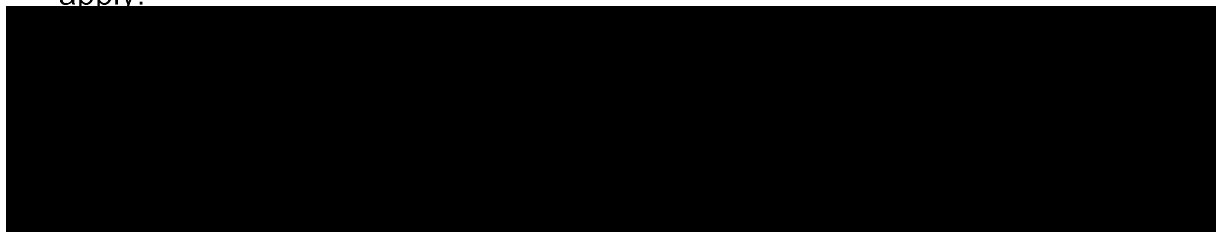
Core requirements

- 1.1 The Supplier must comply with the core requirements set out in Paragraphs 3 to 9.
- 1.2 Where the Buyer has selected an option in the table below, the Supplier must comply with the requirements relating to that option set out in the relevant Paragraph:

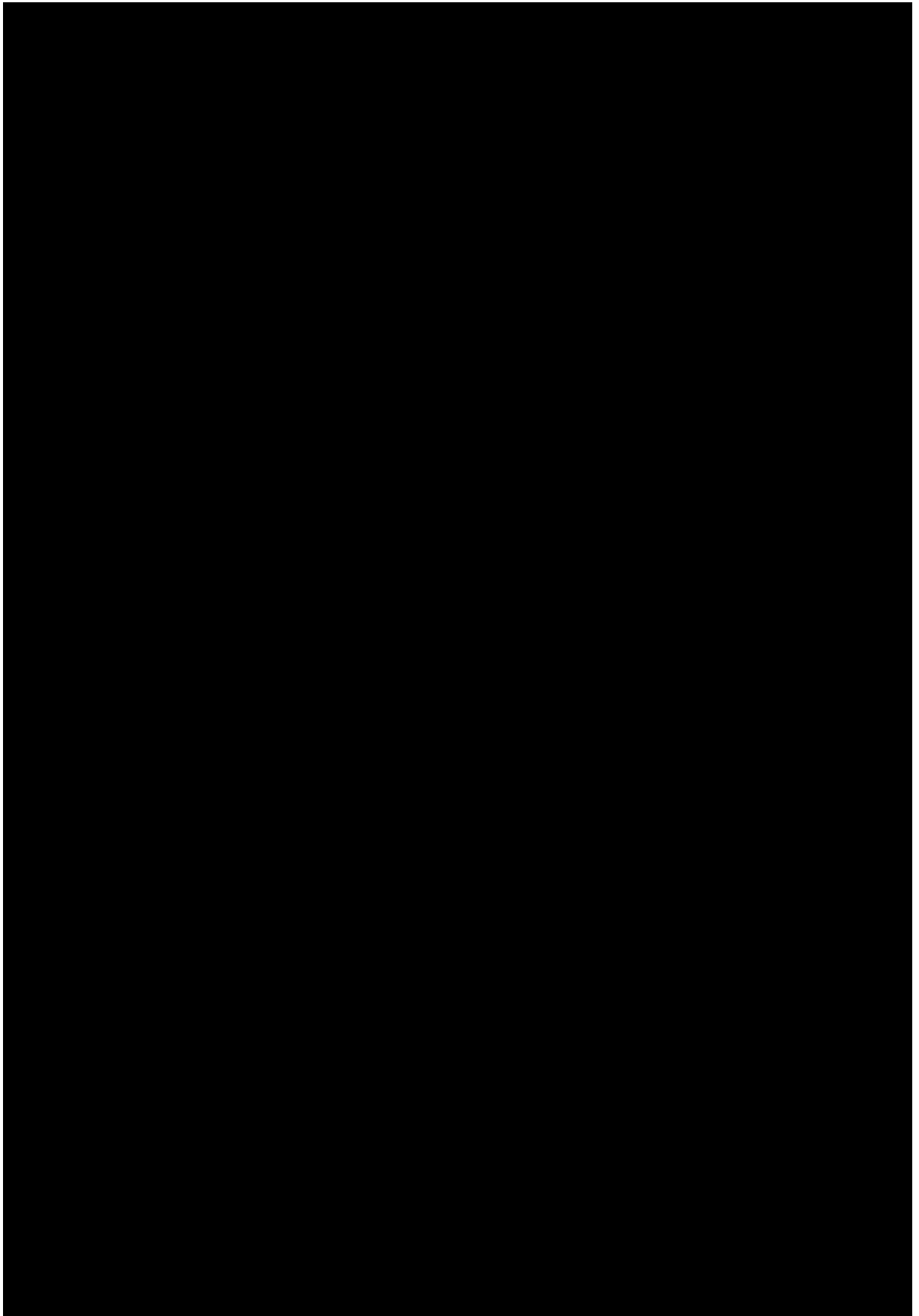


Optional requirements

- 1.3 Where the Buyer has selected an option in the table below, the Supplier must comply with the requirements of the corresponding Paragraph. Where the Buyer has not selected an option, the corresponding requirement does not apply.



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2. Definitions

In this Schedule 16 (*Security*):

- "Anti-virus Software"** software that:
- a. protects the Supplier System from the possible introduction of Malicious Software;
 - b. scans for and identifies possible Malicious Software in the Supplier System;
 - c. if Malicious Software is detected in the Supplier System, so far as possible:
 - i. prevents the harmful effects of the Malicious Software; and
 - ii. removes the Malicious Software from the Supplier System;
- "BPSS"** the employment controls applied to any individual member of the Supplier Staff that performs any activity relating to the provision or management of the Services, as set out in "HMG Baseline Personnel Standard", Version 7.0, June 2024 (<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>), as that document is updated from time to time;
- "Breach of Security"** the occurrence of:
- a. any unauthorised access to or use of the Services, the Sites, the Supplier System and/or the Government Data;
 - b. the loss (physical or otherwise), corruption and/or unauthorised disclosure of any Government Data, including copies of such Government Data; and/or
 - c. any part of the Supplier System ceasing to be compliant with the required Certifications;
 - d. the installation of Malicious Software in the Supplier System;
 - e. any loss of operational efficiency or failure to operate to specification as the result of the installation or operation of Malicious Software in the Supplier System; and
 - f. includes any attempt to undertake the activities listed in sub-Paragraph (a) where the Supplier has reasonable grounds to suspect that attempt:
 - i. was part of a wider effort to access information and communications technology operated by or on behalf of Central Government Bodies; or
 - ii. was undertaken, or directed by, a state other than the United Kingdom;
- "Buyer Security Policies"** those security policies specified by the Buyer in Paragraph 1.3;

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"Certifications"	one or more of the following certifications (or equivalent): a. ISO/IEC 27001:2022 by a UKAS-recognised Certification Body in respect of the Supplier System, or in respect of a wider system of which the Supplier System forms part; and b. Cyber Essentials Plus; and/or c. Cyber Essentials;
"CHECK Scheme"	the NCSC's scheme under which approved companies can conduct authorised penetration tests of public sector and critical national infrastructure systems and networks;
"CHECK Service Provider"	a company which, under the CHECK Scheme: a. has been certified by the NCSC; b. holds "Green Light" status; and c. is authorised to provide the IT Health Check services required by Paragraph 7 (<i>Security Testing</i>);
"Cloud Security Principles"	the NCSC's document "Implementing the Cloud Security Principles" as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles ;
"CREST Service Provider"	a company with an information security accreditation of a security operations centre qualification from CREST International;
"Cyber Essentials"	the Cyber Essentials certificate issued under the Cyber Essentials Scheme;
"Cyber Essentials Plus"	the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme;
"Cyber Essentials Scheme"	the Cyber Essentials scheme operated by the NCSC;
"End-user Device"	any personal computers, laptops, tablets, terminals, smartphones or other portable electronic device provided by the Supplier or a Subcontractor and used in the provision of the Services;
"Expected Behaviours"	the expected behaviours set out and updated from time to time in the Government Security Classification Policy, currently found at paragraphs 12 to 16 and in the table below paragraph 16 of https://www.gov.uk/government/publications/government-security-classifications/guidance-11-working-at-official-html ;
"Government Security Classification Policy"	the policy, as updated from time to time, establishing an administrative system to protect information assets appropriately against prevalent threats, including classification tiers, protective security controls and baseline behaviours, the current version of which is found at https://www.gov.uk/government/publications/government-security-classifications ;
"IT Health Check"	the security testing of the Supplier System;

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"NCSC"	the National Cyber Security Centre, or any successor body performing the functions of the National Cyber Security Centre;
"NCSC Device Guidance"	the NCSC's document "Device Security Guidance", as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/device-security-guidance ;
"Privileged User"	a user with system administration access to the Supplier System, or substantially similar access privileges;
"Prohibition Notice"	the meaning given to that term by Paragraph 5.4.
"Protective Monitoring System"	has the meaning given to that term by Paragraph 16.1;
"Relevant Conviction"	any previous or pending prosecution, conviction or caution (excluding any spent conviction under the Rehabilitation of Offenders Act 1974) relating to offences involving dishonesty, terrorism, immigration, firearms, fraud, forgery, tax evasion, offences against people (including sexual offences) or any other offences relevant to Services as the Buyer may specify;
"Remote Location"	a location other than the Supplier's or a sub-contractor's site;
"Remote Working"	the provision or management of the Services by Supplier Staff from a location other than a Supplier's or a Sub-contractor's Site;
"Remote Working Policy"	the policy prepared and approved under Paragraph 22 under which Supplier Staff are permitted to undertake Remote Working;
"Security Controls"	the security controls set out and updated from time to time in the Government Security Classification Policy, currently found at Paragraph 12 of https://www.gov.uk/government/publications/government-security-classifications/guidance-15-considerations-for-security-advisors-html ;
"Sub-contractor"	for the purposes of this Schedule 16 (<i>Security</i>) only, any individual or entity that: - forms part of the supply chain of the Supplier; and - has access to, hosts, or performs any operation on or in respect of the Supplier Information Management System, the Development Environment, the Code and the Government Data, and this definition shall apply to this Schedule 16 in place of the definition of Sub-Contractor in Schedule 1 (<i>Definitions</i>);
"Supplier Staff"	for the purposes of this Schedule 16 (<i>Security</i>) only, any individual engaged, directly or indirectly, or employed by the Supplier or any Sub-contractor (as that term is defined for the purposes of this Schedule 16 (<i>Security</i>) in the management or performance of the Supplier's obligations under this Contract, and this definition shall apply to this Schedule 16 (<i>Security</i>) in place of the definition of Supplier Staff in Schedule 1 (<i>Definitions</i>);

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"Third-party Tool"	any software used by the Supplier by which the Government Data is accessed, analysed or modified, or some form of operation is performed on it; and
UKAS-recognised Certification Body	a. an organisation accredited by UKAS to provide certification of ISO/IEC27001:2013 and/or ISO/IEC27001:2022; or b. an organisation accredited to provide certification of ISO/IEC27001:2013 and/or ISO/IEC27001:2022 by a body with the equivalent functions as UKAS in a state with which the UK has a mutual recognition agreement recognising the technical equivalence of accredited conformity assessment.

Part One: Core Requirements**3. Handling Government Data**

- 3.1 The Supplier acknowledges that it:
 - 3.1.1 must only Handle Government Data that is classified as OFFICIAL; and
 - 3.1.2 must not Handle Government Data that is classified as SECRET or TOP SECRET.
- 3.2 The Supplier must:
 - 3.2.1 not alter the classification of any Government Data
 - 3.2.2 if it becomes aware that it has Handled any Government Data classified as SECRET or TOP SECRET the Supplier must:
 - 3.2.3 immediately inform the Buyer; and
 - 3.2.4 follow any instructions from the Buyer concerning that Government Data.
- 3.3 The Supplier must, and must ensure that Sub-contractors and Supplier Staff, when Handling Government Data, comply with:
 - 3.3.1 the Expected Behaviours; and
 - 3.3.2 the Security Controls.

4. Certification Requirements

- 4.1 Where the Buyer has not specified Certifications under Paragraph 1, the Supplier must ensure that it and any Subcontractors that Handle Government Data are certified as compliant with Cyber Essentials (or equivalent).
- 4.2 Where the Buyer has specified Certifications under Paragraph 1, the Supplier must ensure that both:
 - 4.2.1 it; and
 - 4.2.2 any Subcontractor that Handles Government Data,

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are certified as compliant with the Certifications specified by the Buyer in Paragraph 1 (or equivalent certifications).

- 4.3 The Supplier must ensure that the specified Certifications (or their equivalent) are in place for it and any relevant Subcontractor:

- 4.3.1 before the Supplier or any Subcontractor Handles Government Data; and
- 4.3.2 throughout the Contract Period.

5. Location

- 5.1 Where the Buyer has not specified any locations or territories in Paragraph 1, the Supplier must not, and ensure that Subcontractors do not store, access or Handle Government Data outside:
- 5.1.1 the United Kingdom; or
 - 5.1.2 a location permitted by and in accordance with any regulations for the time being in force made under section 17A of the Data Protection Act 2018 (adequacy decisions by the Secretary of State).
- 5.2 Where the Buyer has specified locations or territories in Paragraph 1, the Supplier must, and ensure that all Subcontractors, at all times store, access or Handle Government Data only in or from the geographic areas specified by the Buyer.
- 5.3 The Supplier must, and must ensure that its Subcontractors store, access or Handle Government Data in a facility operated by an entity where:
- 5.3.1 the entity has entered into a binding agreement with the Supplier or Subcontractor (as applicable);
 - 5.3.2 that binding agreement includes obligations on the entity in relation to security management at least as onerous as those relating to Subcontractors in this Schedule 16 (*Security*);
 - 5.3.3 the Supplier or Subcontractor has taken reasonable steps to assure itself that:
 - a) the entity complies with the binding agreement; and
 - b) the Subcontractor's system has in place appropriate technical and organisational measures to ensure that the Sub-contractor will store, access, manage and/or Handle the Government Data as required by this Schedule 16 (*Security*); and
 - 5.3.4 the Buyer has not given the Supplier a Prohibition Notice under Paragraph 5.4.
- 5.4 The Buyer may by notice in writing at any time give notice to the Supplier that it and its Subcontractors must not undertake or permit to be undertaken the storage, accessing or Handling of Government Data in one or more countries or territories (a "**Prohibition Notice**").

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- 5.5 Where the Supplier must and must ensure Subcontractors comply with the requirements of a Prohibition Notice within 40 Working Days of the date of the notice.

6. Staff vetting

- 6.1 The Supplier must not allow, and must ensure that Subcontractors do not allow, Supplier Staff, to access or Handle Government Data, if that person has not undergone:
- 6.1.1 the checks required for the BPSS to verify:
- a) the individual's identity;
 - b) where that individual will work in the United Kingdom, the individual's nationality and immigration status so as to demonstrate that they have a right to work in the United Kingdom; and
 - c) the individual's previous employment history;
 - d) that the individual has no Relevant Convictions; and
 - e) national security vetting clearance to the level specified by the Buyer for such individuals or such roles as the Buyer may specify; or
- 6.1.2 such other checks for the Supplier Staff as the Buyer may specify.
- 6.2 Where the Supplier considers it cannot ensure that a Sub-contractors will undertake the relevant security checks on any Sub-contractor Staff, it must:
- 6.2.1 as soon as practicable, and in any event within 20 Working Days of becoming aware of the issue, notify the Buyer;
- 6.2.2 provide such information relating to the Sub-contractor, its vetting processes and the roles the affected Sub-contractor Staff will perform as the Buyer reasonably requires; and
- 6.2.3 comply, at the Supplier's cost, with all directions the Buyer may provide concerning the vetting of the affected Sub-contractor Staff and the management of the Sub-contractor.

7. Supplier assurance letter

- 7.1 The Supplier must, no later than the last day of each Contract Year, provide to the Buyer a letter from its **chief technology officer**, or equivalent officer confirming that, having made due and careful enquiry:
- 7.2 the Supplier has in the previous year carried out all tests and has in place all procedures required in relation to security matters required by this Contract;
- 7.3 it has fully complied with all requirements of this Schedule 16 (*Security*);
- 7.4 all Subcontractors have complied with the requirements of this Schedule 16 (*Security*) with which the Supplier is required to ensure they comply; and

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- 7.5 the Supplier considers that its security and risk mitigation procedures remain effective.

8. Assurance

- 8.1 The Supplier must provide such information and documents as the Buyer may request in order to demonstrate the Supplier's and any Subcontractors' compliance with this Schedule 16 (*Security*).
- 8.2 The Supplier must provide that information and those documents:
- 8.2.1 at no cost to the Buyer;
 - 8.2.2 within 10 Working Days of a request by the Buyer;
 - 8.2.3 except in the case of original document, in the format and with the content and information required by the Buyer; and
 - 8.2.4 in the case of original document, as a full, unedited and unredacted copy.

9. Use of Subcontractors and third parties

- 9.1 The Supplier must ensure that Subcontractors and any other third parties that store, have access to or Handle Government Data comply with the requirements of this Schedule 16 (*Security*).

Part Two: Additional Requirements**10. Security Management Plan**

- 10.1 N/A.

11. Buyer Security Policies

- 11.1 The Supplier must comply, when it provides the Services and operates and manages the Supplier System, with all Buyer Security Policies identified in the relevant option in Paragraph 1.3.
- 11.2 If there is an inconsistency between the Buyer Security Policies and the requirement of this Schedule 16 (*Security*), then the requirements of this Schedule will prevail to the extent of that inconsistency.

12. Security testing

- 12.1 The Supplier must:
- 12.2 before Handling Government Data;
 - 12.3 at least once during each Contract Year; and
 - 12.4 undertake the following activities:
- 12.5 conduct security testing of the Supplier System (an "**IT Health Check**") in accordance with Paragraph 12.2; and

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- 12.6 implement any findings, and remedy any vulnerabilities identified by the IT Health Check in accordance with Paragraph 12.3.
- 12.7 In arranging an IT Health Check, the Supplier must:
- 12.8 use only a CHECK Service Provider or CREST Service Provider to perform the IT Health Check;
- 12.9 design and plan for the IT Health Check so as to minimise the impact of the IT Health Check on the Supplier System and the delivery of the Services;
- 12.10 ensure that the scope of the IT Health Check encompasses the components of the Supplier System used to access, store, Handle or manage Government Data; and
- 12.11 ensure that the IT Health Check provides for effective penetration testing of the Supplier System.
- 12.12 The Supplier treat any vulnerabilities as follows:
- 12.13 the Supplier must remedy any vulnerabilities classified as high in the IT Health Check report:
- 12.14 if it is technically feasible to do so, within 5 Working Days of becoming aware of the vulnerability and its classification; or
- 12.15 if it is technically feasible to remedy the vulnerability but not technically feasible to do so as required by Paragraph 12.3.1(i), then as soon as reasonably practicable after becoming aware of the vulnerability and its classification;
- 12.16 the Supplier must remedy any vulnerabilities classified as high in the IT Health Check report:
- 12.17 if it is technically feasible to do so, within 1 month of becoming aware of the vulnerability and its classification; or
- 12.18 if it is technical feasible to remedy the vulnerability but not technically feasible to do so as required by Paragraph 12.3.2(i), then as soon as reasonably practicable after becoming aware of the vulnerability and its classification;
- 12.19 the Supplier must remedy any vulnerabilities classified as medium in the IT Health Check report:
- 12.20 if it is technically feasible to do so, within 3 months of becoming aware of the vulnerability and its classification; or
- 12.21 if it is technical feasible to remedy the vulnerability but not technically feasible to do so as required by Paragraph 12.3.3(i), then as soon as reasonably practicable after becoming aware of the vulnerability and its classification; or
- 12.22 where it is not technically feasible to remedy the vulnerability, the Supplier must implement appropriate technical and organisational measures to mitigate the risk posed by the vulnerability.

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13. Cloud Security Principles

- 13.1 The Supplier must ensure that the Supplier System complies with the Cloud Security Principles.
- 13.2 The Supplier must assess the Supplier System against the Cloud Security Principles to assure itself that it complies with Paragraph 13.1:
- 13.3 before Handling Government Data;
- 13.4 at least once each Contract Year; and
- 13.5 when required by the Buyer.
- 13.6 Where the Cloud Security Principles provide for various options, the Supplier must document the option it has chosen to implement and its reasons for doing so.
- 13.7 The Supplier must:
- 13.8 keep records of any assessment that it makes under Paragraph 13.2; and
- 13.9 provide copies of those records to the Buyer within 10 Working Days of any request by the Buyer.

14. Information about Subcontractors, Sites and Third-party Tools

- 14.1 The Supplier must keep the following records:
- 14.2 for Subcontractors or third parties that store, have access to or Handle Government Data:
- 14.3 the Subcontractor or third-party's name:
- 14.4 legal name;
- 14.5 trading name (if any); and
- 14.6 registration details (where the Subcontractor is not an individual), including:
- 14.7 country of registration;
- 14.8 registration number (if applicable); and
- 14.9 registered address;
- 14.10 the Certifications held by the Subcontractor or third party;
- 14.11 the Sites used by the Subcontractor or third party;
- 14.12 the Services provided or activities undertaken by the Subcontractor or third party;
- 14.13 the access the Subcontractor or third party has to the Supplier System;
- 14.14 the Government Data Handled by the Subcontractor or third party; and
- 14.15 the measures the Subcontractor or third party has in place to comply with the requirements of this Schedule 16 (*Security*);
- 14.16 for Sites from or at which Government Data is accessed or Handled:
- 14.17 the location of the Site;

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- 14.18 the operator of the Site, including the operator's:
- 14.19 legal name;
- 14.20 trading name (if any); and
- 14.21 registration details (where the Subcontractor is not an individual);
- 14.22 the Certifications that apply to the Site;
- 14.23 the Government Data stored at, or Handled from, the site; and
- 14.24 for Third-party Tools:
- 14.25 the name of the Third-party Tool;
- 14.26 the nature of the activity or operation performed by the Third-Party Tool on the Government Data; and
- 14.27 in respect of the entity providing the Third-Party Tool, its:
- 14.28 full legal name;
- 14.29 trading name (if any)
- 14.30 country of registration;
- 14.31 registration number (if applicable); and
- 14.32 registered address.
- 14.33 The Supplier must update the records it keeps in accordance with Paragraph 14.1:
- 14.34 at least four times each Contract Year;
- 14.35 whenever a Subcontractor, third party that accesses or Handles Government Data, Third-party Tool or Site changes; or
- 14.36 whenever required to go so by the Buyer.
- 14.37 The Supplier must provide copies of the records it keeps in accordance with Paragraph 14.1 to the Buyer within 10 Working Days of any request by the Buyer.

15. Encryption

- 15.1 The Supplier must, and must ensure that all Subcontractors, encrypt Government Data:
- 15.2 when stored at any time when no operation is being performed on it, including when stored on any portable storage media; and
- 15.3 when transmitted.

16. Protective Monitoring System

- 16.1 The Supplier must, and must ensure that Subcontractors, implement an effective system of monitoring and reports, analysing access to and use of the Supplier System and the Government Data to:
- 16.2 identify and prevent any potential Breach of Security;

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- 16.3 respond effectively and in a timely manner to any Breach of Security that does;
- 16.4 identify and implement changes to the Supplier System to prevent future any Breach of Security; and
- 16.5 help detect and prevent any potential criminal offence relating to fraud, bribery or corruption using the Supplier System,
- 16.6 (the "Protective Monitoring System").
- 16.7 The Protective Monitoring System must provide for:
- 16.8 event logs and audit records of access to the Supplier System; and
- 16.9 regular reports and alerts to identify:
- 16.10 changing access trends;
- 16.11 unusual usage patterns; or
- 16.12 the access of greater than usual volumes of Government Data; and
- 16.13 the detection and prevention of any attack on the Supplier System using common cyber-attack techniques.

17. Patching

- 17.1 The Supplier must, and must ensure that Subcontractors, treat any public releases of patches for vulnerabilities as follows:
- 17.2 the Supplier must patch any vulnerabilities classified as "critical":
- 17.3 if it is technically feasible to do so, within 5 Working Days of the public release; or
- 17.4 if it is technical feasible to patch the vulnerability but not technically feasible to do so as required by Paragraph 1.1(a)(i), then as soon as reasonably practicable after the public release;
- 17.5 the Supplier must patch any vulnerabilities classified as "important":
- 17.6 if it is technically feasible to do so, within 1 month of the public release; or
- 17.7 if it is technical feasible to patch the vulnerability but not technically feasible to do so as required by Paragraph 1.1(a)(i), then as soon as reasonably practicable after the public release;
- 17.8 the Supplier must remedy any vulnerabilities classified as "other" in the public release:
- 17.9 if it is technically feasible to do so, within 2 months of the public release; or
- 17.10 if it is technical feasible to remedy the vulnerability but not technically feasible to do so as required by Paragraph 1.1(a)(i), then as soon as reasonably practicable after the public release; or
- 17.11 where it is not technically feasible to patch the vulnerability, the Supplier must implement appropriate technical and organisational measures to mitigate the risk posed by the vulnerability.

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18. Malware protection

- 18.1 The Supplier shall install and maintain Anti-virus Software or procure that Anti-virus Software is installed and maintained on the Supplier System.
- 18.2 The Supplier must ensure that such Anti-virus Software:
- 18.3 prevents the installation of the most common forms of Malicious Software in the Supplier System;
- 18.4 performs regular scans of the Supplier System to check for Malicious Software; and
- 18.5 where Malicious Software has been introduced into the Supplier System, so far as practicable:
- 18.6 prevents the harmful effects from the Malicious Software; and
- 18.7 removes the Malicious Software from the Supplier System.

19. End-user Devices

- 19.1 The Supplier must, and must ensure that all Subcontractors, manage all End-user Devices on which Government Data is stored or Handled in accordance with the following requirements:
- 19.2 the operating system and any applications that store, Handle or have access to Government Data must be in current support by the vendor, or the relevant community in the case of open source operating systems or applications;
- 19.3 users must authenticate before gaining access;
- 19.4 all Government Data must be encrypted using a suitable encryption tool;
- 19.5 the End-user Device must lock and require any user to re-authenticate after a period of time that is proportionate to the risk environment, during which the End-user Device is inactive;
- 19.6 the End-User Device must be managed in a way that allows for the application of technical policies and controls over applications that have access to Government Data to ensure the security of that Government Data;
- 19.7 the Supplier or Subcontractor, as applicable, can, without physical access to the End-user Device, remove or make inaccessible all Government Data stored on the device and prevent any user or group of users from accessing the device; and
- 19.8 all End-user Devices are within the scope of any required Certification.
- 19.9 The Supplier must comply, and ensure that all Subcontractors comply, with the recommendations in NCSC Device Guidance as if those recommendations were incorporated as specific obligations under this Contract.

20. Vulnerability scanning

- 20.1 The Supplier must:
- 20.2 Scan the Supplier System at least once every month to identify any unpatched vulnerabilities; and

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20.3 if the scan identifies any unpatched vulnerabilities, ensure they are patched in accordance with Paragraph 17.

21. Access control

- 21.1 The Supplier must, and must ensure that all Subcontractors:
- 21.2 identify and authenticate all persons who access the Supplier System before they do so;
- 21.3 require multi-factor authentication for all user accounts that have access to Government Data or that are Privileged Users;
- 21.4 allow access only to those parts of the Supplier System and Sites that those persons require; and
- 21.5 maintain records detailing each person's access to the Supplier System.
- 21.6 The Supplier must ensure, and must ensure that all Subcontractors ensure, that the user accounts for Privileged Users of the Supplier System:
- 21.7 are allocated to a single, individual user;
- 21.8 are accessible only from dedicated End-user Devices;
- 21.9 are configured so that those accounts can only be used for system administration tasks;
- 21.10 require passwords with high complexity that are changed regularly;
- 21.11 automatically log the user out of the Supplier System after a period of time that is proportionate to the risk environment during which the account is inactive; and
- 21.12 are:
- 21.13 restricted to a single role or small number of roles;
- 21.14 time limited; and
- 21.15 restrict the Privileged User's access to the internet.

22. Remote Working

- 22.1 The Supplier must ensure, and ensure that Sub-contractors ensure, that:
- 22.2 unless in writing by the Buyer, Privileged Users do not undertake Remote Working; and
- 22.3 where the Buyer permits Remote Working by Privileged Users, the Supplier ensures, and ensures that Sub-contractors ensure, that such Remote Working takes place only in accordance with any conditions imposed by the Buyer.
- 22.4 Where the Supplier or a Sub-contractor wishes to permit Supplier Staff to undertake Remote Working, it must:
- 22.5 prepare and have approved by the Buyer the Remote Working Policy in accordance with this Paragraph;
- 22.6 undertake and, where applicable, ensure that any relevant Sub-contractors undertake, all steps required by the Remote Working Policy;

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- 22.7 ensure that Supplier Staff undertake Remote Working only in accordance with the Remote Working Policy; and
- 22.8 may not permit any Supplier Staff of the Supplier or any Sub-contractor to undertake Remote Working until the Remote Working Policy is approved by the Buyer.
- 22.9 The Remote Working Policy must include or make provision for the following matters:
 - 22.10 restricting or prohibiting Supplier Staff from printing documents in any Remote Location;
 - 22.11 restricting or prohibiting Supplier Staff from downloading any Government Data to any End-user Device other than an End User Device that:
 - 22.12 is provided by the Supplier or Sub-contractor (as appropriate); and
 - 22.13 complies with the requirements set out in Paragraph 3 (*End-user Devices*);
 - 22.14 ensuring that Supplier Staff comply with the Expected Behaviours (so far as they are applicable);
 - 22.15 giving effect to the Security Controls (so far as they are applicable); and
 - 22.16 for each different category of Supplier Staff subject to the proposed Remote Working Policy:
 - 22.17 the types and volumes of Government Data that the Supplier Staff can Handle in a Remote Location and the Handling that those Supplier Staff will undertake;
 - 22.18 any identified security risks arising from the proposed Handling in a Remote Location;
 - 22.19 the mitigations, controls and security measures the Supplier or Sub-contractor (as applicable) will implement to mitigate the identified risks; and
 - 22.20 the business rules with which the Supplier Staff must comply.
 - 22.21 The Supplier may submit a proposed Remote Working Policy to the Buyer for consideration at any time.

23. Backup and recovery of Government Data

- 23.1 The Supplier must ensure that the Supplier System:
 - 23.2 backs up and allows for the recovery of Government Data to achieve the recovery point and recovery time objectives specified by the Buyer, or in accordance with Good Industry Practice where the Buyer has not specified; and
 - 23.3 retains backups of the Government Data for the period specified by the Buyer, or in accordance with Good Industry Practice where the Buyer has not specified.
- 23.4 The Supplier must ensure the Supplier System:

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- 23.5 uses backup location for Government Data that are physically and logically separate from the rest of the Supplier System;
- 23.6 the backup system monitors backups of Government Data to:
- 23.7 identifies any backup failure; and
- 23.8 confirm the integrity of the Government Data backed up;
- 23.9 any backup failure is remedied promptly;
- 23.10 the backup system monitors the recovery of Government Data to:
- 23.11 identify any recovery failure; and
- 23.12 confirm the integrity of Government Data recovered; and
- 23.13 any recovery failure is promptly remedied.

24. Return and deletion of Government Data

- 24.1 Subject to Paragraph 24.2, when requested to do so by the Buyer, the Supplier must, and must ensure that all Subcontractors:
- 24.2 securely erase any or all Government Data held by the Supplier or Subcontractor using a deletion method that ensures that even a determined expert using specialist techniques can recover only a small fraction of the data deleted; or
- 24.3 provide the Buyer with copies of any or all Government Data held by the Supplier or Subcontractor using the method specified by the Buyer.
- 24.4 Paragraph 24.1 does not apply to Government Data:
- 24.5 that is Personal Data in respect of which the Supplier is a Controller;
- 24.6 to which the Supplier has rights to Handle independently from this Contract; or
- 24.7 in respect of which, the Supplier is under an obligation imposed by Law to retain.
- 24.8 The Supplier must, and must ensure that all Subcontractors, provide the Buyer with copies of any or all Buyer Data held by the Supplier or Subcontractor:
- 24.9 when requested to do so by the Buyer; and
- 24.10 using the method specified by the Buyer.

25. Physical security

- 25.1 The Supplier must, and must ensure that Subcontractors, store the Government Data on servers housed in physically secure locations.

26. Breach of Security

- 26.1 If the Supplier becomes aware of a Breach of Security that impacts or has the potential to impact the Government Data, it shall:
 - 26.1.1 notify the Buyer as soon as reasonably practicable after becoming aware of the breach, and in any event within 24 hours;

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- 26.1.2 provide such assistance to the Buyer as the Buyer requires until the Breach of Security and any impacts or potential impacts on the Buyer are resolved to the Buyer's satisfaction;
- 26.1.3 where the Law requires the Buyer to report a Breach of Security to the appropriate regulator provide such information and other input as the Buyer requires within the timescales specified by the Buyer; and
- 26.1.4 where the Breach of Security results in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data, undertake any communication or engagement activities required by the Buyer with the individuals affected by the Breach of Security.

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Schedule 17 (Service Recipients) – Not applicable

Not applicable.

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Schedule 18 (Prompt Payment)

Not Applicable

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Schedule 19 (Corporate Resolution Planning) – Not applicable

Schedule 20 (Processing Data)

1. Status of the Controller

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
 - 1.1.1 "Controller" in respect of the other Party who is "Processor";
 - 1.1.2 "Processor" in respect of the other Party who is "Controller";
 - 1.1.3 "Joint Controller" with the other Party;
 - 1.1.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",
 - 1.1.5 in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

2. Where one Party is Controller and the other Party its Processor

- 2.1 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller and may not be determined by the Processor.
- 2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 2.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any new Processing. Such assistance may, at the discretion of the Controller, include:
 - 2.3.1 a systematic description of the envisaged new Processing and the purpose of the new Processing;
 - 2.3.2 an assessment of the necessity and proportionality of the new Processing in relation to the Services;
 - 2.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 2.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of

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Personal Data and assurance that those measures comply with any Security Requirements; and

2.3.5 providing assurance that the measures referred to in Paragraph 2.3.4 comply with the Security Requirements.

2.4 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:

2.4.1 process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*) unless the Processor is required to do otherwise by Law. If it is so required, the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;

2.4.2 ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in this Schedule 20, Clause 18 of the Core Terms and Schedule 16 (*Security*) (if used) (which the Controller may reasonably reject (including, where applicable, in accordance with its rights of rejection under those provisions) but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:

- (a) nature of the data to be protected;
- (b) harm that might result from a Data Loss Event;
- (c) state of technological development; and
- (d) cost of implementing any measures;

2.4.3 ensure that:

- (a) the Processor Personnel do not Process Personal Data except in accordance with this Contract (and in particular Annex 1 (*Processing Personal Data*));
- (b) it uses reasonable endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this Schedule 20, the Security Requirements, and Clauses 18 (*Data protection*), 19 (*What you must keep confidential*) and 20 (*When you can share information*);
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;

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- (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
- (iv) have undergone adequate training in the use, care, protection and handling of Personal Data (including any training required by the Security Requirements);

2.4.4 not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (a) the destination country (and if applicable the entity receiving the Personal Data) has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
- (b) the Controller and/or the Processor have provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the International Data Transfer Agreement issued by the Information Commissioner under S119A(1) of the DPA 2018 (the "**IDTA**"); or
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time ("**EU SCCs**") together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**"), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs,

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as well as any additional measures determined by the Controller being implemented by the importing party;

- (c) the Data Subject has enforceable rights and effective legal remedies;
- (d) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations);
- (e) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and

2.4.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of this Contract unless the Processor is required by Law to retain the Personal Data.

2.5 Subject to Paragraph 2.6 of this Schedule 20, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with this Contract it:

2.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);

2.5.2 receives a request to rectify, block or erase any Personal Data;

2.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

2.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Contract;

2.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

2.5.6 becomes aware of a Data Loss Event.

2.6 The Processor's obligation to notify under Paragraph 2.5 of this Schedule 20 shall include the provision of further information to the Controller, as details become available.

2.7 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations

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under Data Protection Legislation and any complaint, communication or request made under Paragraph 2.5 of this Schedule 20 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

- 2.7.1 the Controller with full details and copies of the complaint, communication or request;
 - 2.7.2 such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 2.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 2.7.4 assistance as requested by the Controller following any Data Loss Event; and/or
 - 2.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.
- 2.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 20. This requirement does not apply where the Processor employs fewer than two hundred and fifty (250) staff, unless:
- 2.8.1 the Controller determines that the Processing is not occasional;
 - 2.8.2 the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - 2.8.3 the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 2.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 2.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 2.11 Before allowing any new Subprocessor to Process any Personal Data related to this Contract, the Processor must:

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- 2.11.1 notify the Controller in writing of the intended new Subprocessor and Processing;
 - 2.11.2 obtain the written consent of the Controller;
 - 2.11.3 enter into a written agreement with the new Subprocessor which gives effect to the terms set out in this Schedule 20 such that they apply to the new Subprocessor; and
 - 2.11.4 provide the Controller with such information regarding the new Subprocessor as the Controller may reasonably require.
- 2.12 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 2.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office or any other regulatory authority.

3. Where the Parties are Joint Controllers of Personal Data

- 3.1 In the event that the Parties are Joint Controllers in respect of Personal Data under this Contract, the Parties shall implement Paragraphs that are necessary to comply with UK GDPR Article 26.

4. Independent Controllers of Personal Data

- 4.1 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 4.2 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 4.3 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 4.2 of this Schedule 20 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 4.4 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of this Contract.
- 4.5 The Parties shall only provide Personal Data to each other:

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- 4.5.1 to the extent necessary to perform their respective obligations under this Contract;
 - 4.5.2 in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects);
 - 4.5.3 where the provision of Personal Data from one Party to another involves transfer of such data to outside the UK and/or the EEA, if the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
 - (a) the destination country (and if applicable the entity receiving the Personal Data) has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or Article 45 of the EU GDPR (where applicable); or
 - (b) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable)) as determined by the non-transferring Party which could include:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the International Data Transfer Agreement (the **"IDTA"**) as published by the Information Commissioner's Office or such updated version of such IDTA as is published by the Information Commissioner's Office under section 119A(1) of the DPA 2018 from time to time; or
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (the **"EU SCCs"**), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the **"Addendum"**) as published by the Information Commissioner's Office from time to time; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs,
- as well as any additional measures determined by the Controller being implemented by the importing party;

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- (c) the Data Subject has enforceable rights and effective legal remedies;
- (d) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
- (e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and

4.5.4 where it has recorded it in Annex 1 (*Processing Personal Data*).

- 4.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- 4.7 A Party Processing Personal Data for the purposes of this Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 4.8 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to this Contract ("**Request Recipient**"):
- 4.8.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - 4.8.2 where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and

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- (b) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 4.9 Each Party shall promptly notify the other Party upon it becoming aware of any Data Loss Event relating to Personal Data provided by the other Party pursuant to this Contract and shall:
 - 4.9.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Loss Event;
 - 4.9.2 implement any measures necessary to restore the security of any compromised Personal Data;
 - 4.9.3 work with the other Party to make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - 4.9.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 4.10 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under this Contract as specified in Annex 1 (*Processing Personal Data*).
- 4.11 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under this Contract which is specified in Annex 1 (*Processing Personal Data*).
- 4.12 Notwithstanding the general application of Paragraphs 2.1 to 2.13 of this Schedule 20 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 4.2 to 4.12 of this Schedule 20.

Annex 1 – Processing Personal Data

5. This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.
6. The contact details of the Buyer's Data Protection Officer are:
dataprotection@dsit.gov.uk
7. The contact details of the Supplier's Data Protection Officer are:
data.protection@lgcgroup.com
8. The Processor shall comply with any further written instructions with respect to Processing by the Controller.
9. Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	The Buyer is Controller and the Supplier is Processor The Parties acknowledge that in accordance with Paragraph Error! Reference source not found. and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data: • Personal data processed by LGC in connection with services provided to DSIT to support delivery of the CBM/GC Programme, specifically: ○ Business contact details (individuals name, business address business contact details e.g. phone number, email for DSIT employees and stakeholders).
Subject matter of the Processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide the Chemical and Biological/Government Chemist Programmes.
Duration of the Processing	The full duration of the contract (1st April 2025 until 31st March 2026). All personal data should be kept until all contracted work has been completed and disposed of at the request of DSIT. Electronic data is retained indefinitely on LGC's secure email server unless otherwise stated.