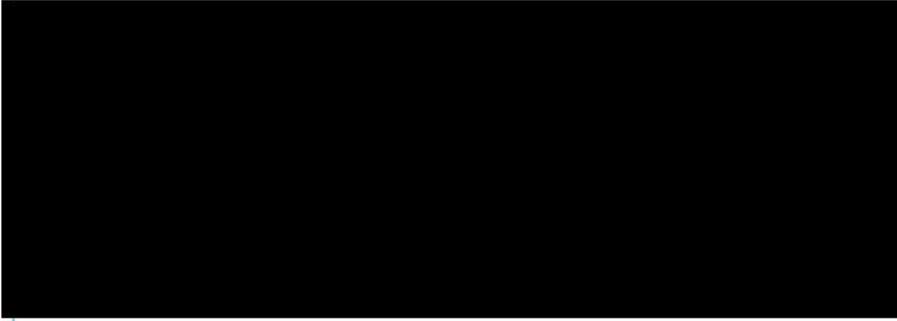


Award Form

This Award Form creates this Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

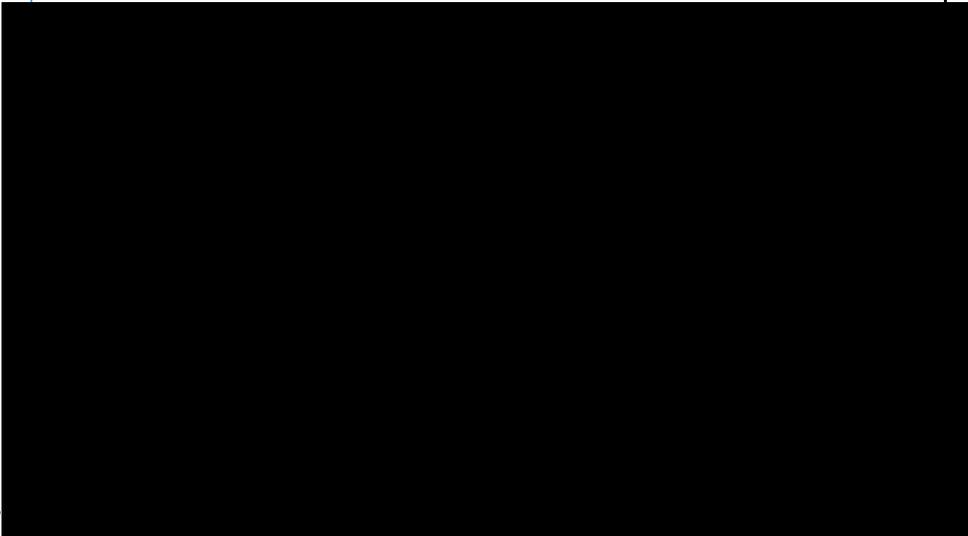
Buyer	The Secretary of State for the Home Department: acting as part of the Crown] (the Buyer). 
Supplier	Name: PA Consulting Services Limited 
Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables, being the Supplier will be engaged to deliver a range of services in support of the LEDS Programme and Person Product. - see Schedule 2 (<i>Specification</i>) for full details.
Contract reference	18823
Buyer Cause	Support Supplier resource security clearance application. Buyer to provide required Buyer equipment (POISE devices) and tooling access to the Supplier Staff as part of onboarding.
Collaborative working principles	The Collaborative Working Principles do apply to this Contract. See Clause 3.1.3 for further details.
Financial Transparency Objectives	The Financial Transparency Objectives do apply to this Contract. See Clause 6.3 for further details.
Start Date	17 October 2025

	<p><i>The Parties acknowledge and agree that any Statements of Work (SoWs) that were formally agreed in writing by both Parties prior to the signature of this Contract shall be deemed to fall under and be governed by the terms and conditions of this Contract. Such SoWs shall be incorporated by reference and treated as if executed under this Contract from the Effective Date.</i></p>
Expiry Date	31 st August 2026
Extension Period	N/A
Ending this Contract without a reason	<p>The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.</p> <p><i>Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 30 Days notice.</i></p>
<p>Incorporated Terms (together these documents form the "this Contract")</p>	<p>The following documents are incorporated into this Contract. Where numbers are missing we are not using these Schedules. If there is any conflict, the following order of precedence applies:</p> <p>This Award Form and each signed fully signed Statement of Work</p> <p>Any Special Terms (see Section 14 (Special Terms) in this Award Form)</p> <p>Core Terms</p> <p>Schedule 6 (<i>Intellectual Property Rights</i>)</p> <p>Schedule 1 (<i>Definitions</i>)</p> <p>Schedule 2 (<i>Specification</i>)</p> <p>Schedule 16 (<i>Security</i>)</p> <p>Schedule 20 (<i>Processing Data</i>)</p> <p>The following Schedules (in equal order of precedence):</p> <p>Schedule 3 (<i>Charges</i>)</p>

	<p>Schedule 5 (<i>Commercially Sensitive Information</i>)</p> <p>Schedule 7 (<i>Staff Transfer</i>)</p> <p>Schedule 10 (<i>Performance Levels</i>)</p> <p>Schedule 13 (<i>Contract Management</i>)</p> <p>Schedule 14 (<i>Business Continuity and Disaster Recovery</i>)</p> <p>Schedule 18 (<i>Prompt Payment</i>)</p> <p>Schedule 21 (<i>Variation Form</i>)</p> <p>Schedule 22 (<i>Insurance Requirements</i>)</p> <p>Schedule 23 (<i>Guarantee</i>)</p> <p>Schedule 24 (<i>Financial Difficulties</i>)</p> <p>Schedule 25 (<i>Rectification Plan</i>)</p> <p>Schedule 26 (<i>Sustainability</i>)</p> <p>Schedule 27 (<i>Key Subcontractors</i>)</p> <p>Schedule 29 (<i>Key Supplier Staff</i>)</p> <p>Schedule 30 (<i>Exit Management</i>)</p> <p>Schedule 4 (<i>Tender</i>)</p>
Special Terms	N/A
Buyer's Environmental Policy	<p>Home Office Green Strategy Published November 2022</p> <p> PDF</p> <p>home-office-green-strategy.pdf</p> <p>To conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer.</p>

	Supplier to adhere to schedule 26 (Sustainability.)
Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in Schedule 4 (<i>Tender</i>) and report on the Social Value KPIs as required by Schedule 10.(<i>Performance Levels</i>).
Buyer's Security Requirements	<p>The Buyer has chosen Option 3 - Development for Schedule 16 (<i>Security</i>).</p> <p>The Buyer's staff vetting requirements are: (i) as set out in Schedule 16 (<i>Security</i>) (if used); or (ii) if Schedule 16 (<i>Security</i>) is not used, the vetting requirements set out in this Order Form, which are:</p> <p>General Security Requirements</p> <p>Individuals in the Supplier's or Sub-contractor team will require, as a minimum, SC clearance. Some individuals may also require NPPV3 or DV clearance.</p> <p>All staff identified must have or be willing to undergo clearance to the required level.</p> <p>The level of clearance required will be identified in individual Statements of Work and clearance needs to have been achieved and validated by the Customer before each individual can commence work.</p> <p>Supplier personnel shall complete the require HO mandatory training which will be identified within each Statement of Works. e.g., protection of HMG information assets.</p>
Goods	Not applicable
Charges	<p>Total contract value: £31,250,000 Excluding VAT</p> <p>No volume or commitment basis</p> <p>Indexation is not applicable</p>

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	<p>Details in Schedule 3 (<i>Charges</i>)</p> <p>This Agreement is entered into on a non-exclusive, no volume or commitment basis. Nothing in this Agreement shall be construed as obligating either party to purchase, sell, or otherwise commit to any minimum quantity, volume, or frequency of goods or services. Each transaction shall be subject to separate written confirmation and mutual agreement through Statement of Work.</p>
Estimated Year 1 Charges	£31,250,000
Reimbursable expenses	None
Payment method	<p>The Supplier shall issue electronic invoices Monthly in arrears based on the agreed Rate Card for each work package commissioned; excluding where the Buyer has specified within their Statement of Work the work package commissioned is delivered via a Fixed Price cost model where payment can only be made following delivery of pre-agreed certified products and deliverables in accordance with the Call-Off Contract and the acceptance criteria identifies in the relevant Statement of Work</p> <p>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. All invoices must include the following information:</p> 

		<p>Once SoW have been agreed the Supplier shall be entitled to raise invoices to the Home Office monthly in arrears. Payment Terms are 30 Days from receipt of a valid invoice.</p> <p>The business lead who requested the SoW will be responsible for the creation of the purchase order within 10 Working Days. The Supplier must be notified of the SoW PO number.</p> <p>The Supplier will submit invoice/s and supporting documentation to Shared Service Centre for validation and sign off from the Statement of Work owner. Once validated, Home Office Shared Service Centre will pay the invoice.</p> <p>Invoices should be submitted to: Home Office invoices should be sent to: [REDACTED]</p>
	Key Performance Indicators	<p>Service Credits will accrue in accordance with Schedule 10 (<i>Performance Levels</i>)</p> <p>The Service Credit Cap is: 2.5% of the Total Contract Value (equating to £718,250)</p> <p>The Service Period is two weeks.</p> <p>A Critical KPI Failure is: n/a</p>
	Liability	<p>In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than £31,250,000 (the Estimated Yearly Charges).</p> <p>In accordance with Clause 15.6, the Supplier's total aggregate liability in each Contract Year under Clause 18.6.4 is no more than the Data Protection Liability Cap, being £10,000,000</p>

Progress Meetings and Progress Reports	<p>The Supplier shall attend Progress Meetings with the Buyer every:</p> <p>Every month for Balance Scorecard Meeting.</p> <p>Every week Person delivery board (virtual/teams)</p> <p>Every week PA status update (virtual/teams)</p> <p>Every month Engineering and Architecture Board (attend as required)</p> <p>Every month Business Design Authority (attend as required)</p> <p>The Supplier shall provide the Buyer with Progress Reports every 2 months (Which includes commercial and delivery)</p>
Guarantor	<p>The Supplier's performance will be guaranteed by Jacobs Engineering Group Inc and this contract will be incorporated into the existing parent company guarantee between Jacobs Engineering Group Inc and the Buyer. The Supplier will provide the Buyer with written confirmation that this has been completed within 30 days of signature of this Award Form</p>
Virtual Library	<p>In accordance with Paragraph 2.2. of Schedule 30 (<i>Exit Management</i>)</p> <p>the period in which the Supplier must create and maintain the Virtual Library, is as set out in that Paragraph 2.2 and;</p> <p>the Supplier shall update the Virtual Library 30 days</p>
Supplier's Contract Manager	
Supplier Authorised Representative	

	Supplier Compliance Officer	
	Supplier Data Protection Officer	<p>The Supplier does not have an appointed Data Protection Officer, however privacy concerns shall be directed to the Supplier's Authorised Representative above and to the email address noted below:</p> <p>[REDACTED]</p>
	Supplier Marketing Contact	
	Key Subcontractors	<p>Key Subcontractor 1</p> <p>Name (Registered name if registered): CACI Ltd</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Key Subcontractor 2</p> <p>Name (Registered name if registered): Version1 Solutions Ltd</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Key Subcontractor 3</p>

Name (Registered name if registered): **Create Future** (legal name is XSolutions365 Limited trading as CreateFuture)

[Redacted]

[Redacted]

[Redacted]

Key Subcontractor 4

Name (Registered name if registered): **SR2 Rec Limited**

[Redacted]

[Redacted]

[Redacted]

Key Subcontractor 5

Name (Registered name if registered): **Careerwise UK Ltd**

[Redacted]

[Redacted]

[Redacted]

Key Subcontractor 6

Name (Registered name if registered): **Synergize**

[Redacted]

[Redacted]

[Redacted]

Key Subcontractor 7

Name (Registered name if registered): **Sparta Global Limited**

[Redacted]

[Redacted]

[Redacted]

		<p>Key Subcontractor 8 Name (Registered name if registered): Differentis [Redacted] [Redacted] [Redacted]</p> <p>Key Subcontractor 9 Name (Registered name if registered): PA Holdings Limited [Redacted] [Redacted] [Redacted] [Redacted]</p>
	<p>Buyer Authorised Representative</p>	[Redacted]

For and on behalf of the Supplier:	For and on behalf of the Buyer
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[Redacted]

Core Terms – Mid-tier

1. Definitions used in the contract

Interpret this Contract using Schedule 1 (*Definitions*).

2. How the contract works

2.1. The Contract:

2.1.1. is between the Supplier and the Buyer; and

2.1.2. includes Core Terms, Schedules and any other changes or items in the completed Award Form.

2.2. The Supplier acknowledges it has all the information required to perform its obligations under this Contract before entering into it. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.

2.3. The Supplier acknowledges that it has satisfied itself of all details relating to:

2.3.1. the Buyer's requirements for the Deliverables;

2.3.2. the Buyer's operating processes and working methods; and

2.3.3. the ownership and fitness for purpose of the Buyer Assets,

and it has advised the Buyer in writing of:

2.3.4. each aspect, if any, of the Buyer's requirements for the Deliverables, operating processes and working methods that is not suitable for the provision of the Services;

2.3.5. the actions needed to remedy each such unsuitable aspect; and

2.3.6. a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,

and such actions, timetable and costs are fully reflected in this Contract.

2.4. The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

2.4.1. verify the accuracy of the Due Diligence Information; and

2.4.2. properly perform its own adequate checks.

2.5. The Buyer will not be liable for errors, omissions or misrepresentation of any information.

2.6. The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1. All deliverables

3.1.1. The Supplier must provide Deliverables:

3.1.1.1. that comply with the Specification, the Tender Response and this Contract;

3.1.1.2. using reasonable skill and care;

3.1.1.3. using Good Industry Practice;

3.1.1.4. using its own policies, processes and internal quality control measures as long as they don't conflict with this Contract;

3.1.1.5. on the dates agreed; and

3.1.1.6. that comply with Law.

3.1.2. The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects or for such other period as specified in the Award Form.

3.1.3. Where the Award Form states that the Collaborative Working Principles will apply, the Supplier must co-operate and provide reasonable assistance to any Buyer Third Party notified to the Supplier by the Buyer from time to time and act at all times in accordance with the following principles:

3.1.3.1. proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";

3.1.3.2. being open, transparent and responsive in sharing relevant and accurate information with Buyer Third Parties;

3.1.3.3. where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with Buyer Third Parties;

3.1.3.4. providing reasonable cooperation, support, information and assistance to Buyer Third Parties in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and

- 3.1.3.5. identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle.

3.2. Goods clauses

- 3.2.1. All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2. The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.3. Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within three (3) Working Days of Delivery.
- 3.2.4. The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.5. The Supplier warrants that the Goods shall be:
 - 3.2.5.1. of satisfactory quality (within the meaning of the Sale of Goods Act 1979);
 - 3.2.5.2. fit for any purpose held out by the Supplier or made known to the Supplier by the Buyer; and
 - 3.2.5.3. free from defects in design, material and workmanship.
- 3.2.6. The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7. The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8. All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9. The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10. The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11. The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than fourteen (14) days' notice then it will pay the Supplier's reasonable and proven costs already incurred

on the cancelled order as long as the Supplier uses all reasonable endeavours to minimise these costs.

3.2.12. The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.2.13. Without limiting any other remedies to which it may be entitled, the Buyer shall be entitled to exercise its rights under Clause 3.2.12 in relation to Goods that don't conform with Clause 3.2.5, for a reasonable period, or such period specified in the Award Form, regardless of whether the Goods have been accepted by the Buyer.

3.2.14. The Buyer will not be liable for any actions, claims or Losses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any Loss or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such Loss or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

3.3. Services clauses

3.3.1. Late Delivery of the Services will be a Default of this Contract.

3.3.2. The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.

3.3.3. The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of this Contract.

3.3.4. The Supplier must allocate sufficient resources and appropriate expertise to this Contract.

3.3.5. The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

3.3.6. On completion of the Services, the Supplier is responsible for leaving the Buyer Premises in a clean, safe and tidy condition and making good any

damage that it has caused to the Buyer Premises or Buyer Assets, other than fair wear and tear.

3.3.7. The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

3.3.8. The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under this Contract.

4. Pricing and payments

4.1. In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Award Form.

4.2. All Charges:

4.2.1. exclude VAT, which is payable on provision of a valid VAT invoice; and

4.2.2. include all costs connected with the Supply of Deliverables.

4.3. The Buyer must pay the Supplier the Charges,

4.3.1. before the end of the period of thirty (30) days beginning with the day on which an invoice is received by the Buyer in respect of the sum; or

4.3.2. if later, by the date on which the payment falls due in accordance with the invoice,

subject to the invoice being verified by the Buyer as valid and undisputed; and

4.3.3. in cleared funds using the payment method and details stated in the invoice or in the Award Form.

4.4. A Supplier invoice is only valid if it:

4.4.1. includes the minimum required information set out in Section 68(9) of the Procurement Act 2023;

4.4.2. includes all appropriate references including this Contract reference number and other details reasonably requested by the Buyer; and

4.4.3. includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any).

- 4.5. Where any invoice does not conform to the Buyer's requirements set out in Clause 4.4, or the Buyer disputes the invoice, the Buyer shall notify the Supplier without undue delay.
- 4.6. The Buyer shall accept for processing any electronic invoice that complies with the Electronic Invoice Standard, provided that it is valid and undisputed.
- 4.7. Where any invoice does not conform to the Buyer's requirements set out in this Clause 4, the Buyer shall notify the Supplier without undue delay and the Supplier shall promptly issue a replacement invoice which shall comply with such requirements.
- 4.8. The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 4.9. The Supplier must ensure that all Subcontractors are paid, in full:
- 4.9.1. before the end of the period of thirty (30) days beginning with the day on which an invoice is received by the Supplier in respect of the sum; or
- 4.9.2. if later, by the date on which the payment falls due in accordance with the invoice,
- subject to the invoice being verified by the Supplier as valid and undisputed. If this does not happen, the Buyer can publish the details of the late payment or non-payment.
- 4.10. The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. The Buyer's obligations to the supplier

5.1. If Supplier Non-Performance arises from a Buyer Cause:

- 5.1.1. the Buyer cannot terminate this Contract under Clause 14.4.1;
- 5.1.2. the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deductions under this Contract;
- 5.1.3. the Supplier is entitled to additional time needed to make the Delivery;
- 5.1.4. the Supplier cannot suspend the ongoing supply of Deliverables.

5.2. Clause 5.1 only applies if the Supplier:

- 5.2.1. gives notice to the Buyer of the Buyer Cause within ten (10) Working Days of becoming aware;
- 5.2.2. demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause; and
- 5.2.3. mitigated the impact of the Buyer Cause.

6. Record keeping and reporting

- 6.1. The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Award Form.
- 6.2. The Supplier must keep and maintain full and accurate records and accounts in respect of this Contract during the Contract Period and for seven (7) years after the End Date and in accordance with the UK GDPR or the EU GDPR as the context requires, including the records and accounts which the Buyer has a right to Audit.
- 6.3. Where the Award Form states that the Financial Transparency Objectives apply, the Supplier must co-operate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:
 - 6.3.1. on or before the Effective Date;
 - 6.3.2. at the end of each Contract Year; and
 - 6.3.3. within six (6) Months of the end of the Contract Period,

and the Supplier must meet with the Buyer if requested within ten (10) Working Days of the Buyer receiving a Financial Report.
- 6.4. If the Supplier becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:
 - 6.4.1. Supplier's currently incurred or forecast future Costs; and
 - 6.4.2. forecast Charges for the remainder of this Contract,

then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.
- 6.5. The Buyer or an Auditor can Audit the Supplier.
- 6.6. The Supplier must allow any Auditor access to their premises and the Buyer will use reasonable endeavours to ensure that any Auditor:

- 6.6.1. complies with the Supplier's operating procedures; and
 - 6.6.2. does not unreasonably disrupt the Supplier or its provision of the Deliverables.
- 6.7. During an Audit, the Supplier must provide information to the Auditor and reasonable co-operation at their request including access to:
- 6.7.1. all information within the permitted scope of the Audit;
 - 6.7.2. any Sites, equipment and the Supplier System used in the performance of this Contract; and
 - 6.7.3. the Supplier Staff.
- 6.8. The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 6.9. The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:
- 6.9.1. correcting any identified Default;
 - 6.9.2. rectifying any error identified in a Financial Report; and
 - 6.9.3. repaying any Charges that the Buyer has overpaid.
- 6.10. If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- 6.10.1. tell the Buyer and give reasons;
 - 6.10.2. propose corrective action; and
 - 6.10.3. provide a deadline for completing the corrective action.
- 6.11. Except where an Audit is imposed on the Buyer by a regulatory body or where the Buyer has reasonable grounds for believing that the Supplier has not complied with its obligations under this Contract, the Buyer may not conduct an Audit of the Supplier or of the same Key Subcontractor more than twice in any Contract Year.
- 6.12. At the end of each Contract Year, at its own expense, the Supplier will provide a report to the Buyer setting out a summary of its compliance with Clause 4.9, such report to be certified by the Supplier's Authorised Representative as being accurate and not misleading.

7. Supplier staff

7.1. The Supplier Staff involved in the performance of this Contract must:

7.1.1. be appropriately trained and qualified;

7.1.2. be vetted using

7.1.2.1. the staff vetting requirements set out in Schedule 16 (*Security*) (if that Schedule is used);

7.1.2.2. the requirements set out in the Award Form (if set out there);
or

7.1.2.3. where no other requirements are set out, the HMG Baseline Personnel Security Standard found at https://assets.publishing.service.gov.uk/media/5b169993ed915d2cbae4af03/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf, as replaced or updated from time to time;

7.1.3. where the performance of this Contract will, or is likely to, give Supplier Staff access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, be further vetted in accordance with Schedule 32 (*Background Checks*); and

7.1.4. comply with all conduct requirements when on the Buyer's Premises.

7.2. Where the Buyer decides one of the Supplier's Staff is not suitable to work on this Contract, the Supplier must replace them with a suitably qualified alternative.

7.3. The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.4. The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

7.5. The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.

7.6. The provisions of this Clause 7 are in addition to and not in substitution for the employment exit provisions of Schedule 7 (*Staff Transfer*).

8. Supply chain

8.1. Appointing Subcontractors

- 8.1.1. The Supplier must exercise due skill and care when it selects and appoints Subcontractors to ensure that the Supplier is able to:
- 8.1.1.1. manage Subcontractors in accordance with Good Industry Practice;
 - 8.1.1.2. comply with its obligations under this Contract; and
 - 8.1.1.3. assign, novate or transfer its rights and/or obligations under the Sub-Contract that relate exclusively to this Contract to the Buyer or a Replacement Supplier.
- 8.1.2. The Supplier must ensure that it does not any time during the Contract Period enter into a Subcontract with:
- 8.1.2.1. any supplier that is on the debarment list on the basis of a mandatory exclusion ground within the meaning of the Procurement Act 2023 and associated regulations; or
 - 8.1.2.2. any supplier that is on the debarment list on the basis of a discretionary exclusion ground within the meaning of the Procurement Act 2023 and associated regulations, unless the Supplier has obtained the Buyer's prior written consent to the appointment of the relevant proposed Subcontractor.

8.2. Mandatory provisions in Sub-Contracts

- 8.2.1. If a Subcontractor is to be appointed under this Contract, then the Buyer may, in accordance with Section 72 of the Procurement Act 2023, require that the Supplier enters into a legally binding arrangement with the proposed Subcontractor within such reasonable period after the Effective Date as may be specified by the Buyer.
- 8.2.2. If the Supplier does not enter into a legally binding agreement in accordance with Clause 8.2.1 the Buyer may:
- 8.2.2.1. terminate this Contract and the consequences of termination set out in Clauses 14.5.1.2 to 14.5.1.7 shall apply; or
 - 8.2.2.2. require the Supplier to enter into a legally binding agreement with an alternate Subcontractor.
- 8.2.3. For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:
- 8.2.3.1. where such Sub-Contracts are entered into after the Effective Date, the Supplier will ensure that they all contain provisions that; or

8.2.3.2. where such Sub-Contracts are entered into before the Effective Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:

8.2.3.2.1. allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social or employment Law;

8.2.3.2.2. require that all Subcontractors are paid:

8.2.3.2.2.1. before the end of the period of thirty (30) days beginning with the day on which an invoice is received by the Supplier or other party in respect of the sum; or

8.2.3.2.2.2. if later, the date by which the payment falls due in accordance with the invoice,

subject to the invoice being verified by the party making payment as valid and undisputed;

8.2.3.2.3. require the party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion and notify the Subcontractor without undue delay if it considers the invoice invalid or it disputes the invoice; and

8.2.3.2.4. allow the Buyer to publish the details of the late payment or non-payment if this thirty (30) day limit is exceeded.

8.2.4. The Supplier must ensure that a term equivalent to Clause 8.2.3 is included in each Sub-Contract in its supply chain, such that each Subcontractor is obliged to include those terms in any of its own Sub-Contracts in the supply chain for the delivery of this Contract. References to the "Supplier" and "Subcontractor", in Clause 8.2.1 are to be replaced with references to the respective Subcontractors who are parties to the relevant contract.

8.3. When Sub-Contracts can be ended

8.3.1. At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:

8.3.1.1. there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer in writing;

8.3.1.2. the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 14.4;

8.3.1.3. a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer; and/or

8.3.1.4. the Subcontractor fails to comply with its obligations in respect of environmental, social or employment Law.

8.4. Ongoing responsibility of the Supplier

The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

8.5. Competitive terms

8.5.1. If the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

8.5.2. If the Buyer uses Clause 8.5.1 then the Charges must be reduced by an agreed amount by using the Variation Procedure.

9. Rights and protection

9.1. The Supplier warrants and represents that:

9.1.1. it has full capacity and authority to enter into and to perform this Contract;

9.1.2. this Contract is entered into by its authorised representative;

9.1.3. it is a legally valid and existing organisation incorporated in the place it was formed;

9.1.4. there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform this Contract;

9.1.5. all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under this Contract and for the Buyer to receive the Deliverables;

9.1.6. it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform this Contract; and

9.1.7. it is not impacted by an Insolvency Event or a Financial Distress Event.

9.2. The warranties and representations in Clauses 2.6 and 9.1 are repeated each time the Supplier provides Deliverables under this Contract.

9.3. The Supplier indemnifies the Buyer against each of the following:

9.3.1. wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts this Contract; and

9.3.2. non-payment by the Supplier of any tax or National Insurance.

9.4. All claims indemnified under this Contract must use Clause 30.

9.5. The description of any provision of this Contract as a warranty does not prevent the Buyer from exercising any termination right that it may have for Default of that provision by the Supplier.

9.6. If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.

9.7. All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier for free.

10. Intellectual Property Rights (IPRs)

10.1. The Parties agree that the terms set out in Schedule 6 (*Intellectual Property Rights*) shall apply to this Contract.

10.2. If there is an IPR Claim, the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

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

10.3.1. obtain for the Buyer the rights to continue using the relevant item without infringing any third party IPR; or

10.3.2. replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables.

10.4. If the Buyer requires that the Supplier procures a licence in accordance with Clause 10.3.1 or to modify or replace an item pursuant to Clause 10.3.2, but this has not avoided or resolved the IPR Claim, then the Buyer may terminate this Contract by written notice with immediate effect and the consequences of termination set out in Clauses 14.5.1 shall apply.

11. Rectifying issues

- 11.1. If there is a Notifiable Default, the Supplier must notify the Buyer within three (3) Working Days of the Supplier becoming aware of the Notifiable Default and the Buyer may request that the Supplier provide a Rectification Plan within ten (10) Working Days of the Buyer's request alongside any additional documentation that the Buyer requires.
- 11.2. When the Buyer receives a requested Rectification Plan it can either:
- 11.2.1. reject the Rectification Plan or revised Rectification Plan giving reasons; or
 - 11.2.2. accept the Rectification Plan or revised Rectification Plan (without limiting its rights) in which case the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.
- 11.3. Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:
- 11.3.1. will give reasonable grounds for its decision; and
 - 11.3.2. may request that the Supplier provides a revised Rectification Plan within five (5) Working Days.

12. Escalating issues

- 12.1. If the Supplier fails to:
- 12.1.1. submit a Rectification Plan or a revised Rectification Plan within the timescales set out in Clauses 11.1 or 11.3; and
 - 12.1.2. adhere to the timescales set out in an accepted Rectification Plan to resolve the Notifiable Default.
- or if the Buyer otherwise rejects a Rectification Plan, the Buyer can require the Supplier to attend an Escalation Meeting on not less than five (5) Working Days' notice. The Buyer will determine the location, time and duration of the Escalation Meeting(s) and the Supplier must ensure that the Supplier Authorised Representative is available to attend.
- 12.2. The Escalation Meeting(s) will continue until the Buyer is satisfied that the Notifiable Default has been resolved, however, where an Escalation Meeting(s) has continued for more than five (5) Working Days, either Party may treat the matter as a Dispute to be handled through the Dispute Resolution Procedure.
- 12.3. If the Supplier is in Default of any of its obligations under this Clause 12, the Buyer shall be entitled to terminate this Agreement and the consequences of termination set out in Clauses 14.5.1 shall apply as if the contract were terminated under Clause 14.4.1.

13. Step-in rights

- 13.1. If a Step-In Trigger Event occurs, the Buyer may give notice to the Supplier that it will be taking action in accordance with this Clause 13.1 and setting out:
- 13.1.1. whether it will be taking action itself or with the assistance of a third party;
 - 13.1.2. what Required Action the Buyer will take during the Step-In Process;
 - 13.1.3. when the Required Action will begin and how long it will continue for;
 - 13.1.4. whether the Buyer will require access to the Sites; and
 - 13.1.5. what impact the Buyer anticipates that the Required Action will have on the Supplier's obligations to provide the Deliverables.
- 13.2. For as long as the Required Action is taking place:
- 13.2.1. the Supplier will not have to provide the Deliverables that are the subject of the Required Action;
 - 13.2.2. no Deductions will be applicable in respect of Charges relating to the Deliverables that are the subject of the Required Action; and
 - 13.2.3. the Buyer will pay the Charges to the Supplier after subtracting any applicable Deductions and the Buyer's costs of taking the Required Action.
- 13.3. The Buyer will give notice to the Supplier before it ceases to exercise its rights under the Step-In Process and within twenty (20) Working Days of this notice the Supplier will develop a draft Step-Out Plan for the Buyer to approve.
- 13.4. If the Buyer does not approve the draft Step-Out Plan, the Buyer will give reasons and the Supplier will revise the draft Step-Out Plan and re-submit it for approval.
- 13.5. The Supplier shall bear its own costs in connection with any step-in by the Buyer under this Clause 13, provided that the Buyer shall reimburse the Supplier's reasonable additional expenses incurred directly as a result of any step-in action taken by the Buyer under:
- 13.5.1. limbs (f) or (g) of the definition of a Step-In Trigger Event; or
 - 13.5.2. limbs (h) and (i) of the definition of a Step-in Trigger Event (insofar as the primary cause of the Buyer serving a notice under Clause 13.1 is identified as not being the result of the Supplier's Default).

14. Ending the contract

14.1. The Contract takes effect on the Effective Date and ends on the End Date or earlier if terminated under this Clause 14 or if required by Law.

14.2. The Buyer can extend this Contract for the Extension Period by giving the Supplier written notice before this Contract expires as described in the Award Form.

14.3. Ending the contract without a reason

The Buyer has the right to terminate this Contract at any time without reason by giving the Supplier not less than thirty (30) days' notice (unless a different notice period is set out in the Award Form) and if it's terminated Clause 14.6.3 applies.

14.4. When the Buyer can end this Contract

14.4.1. If any of the following events happen, the Buyer has the right to immediately terminate this Contract by issuing a Termination Notice to the Supplier and the consequences of termination in Clause 14.5.1 shall apply:

14.4.1.1. there's a Supplier Insolvency Event;

14.4.1.2. there's a Notifiable Default that is not corrected in line with an accepted Rectification Plan;

14.4.1.3. the Buyer rejects a Rectification Plan or the Supplier does not provide it within ten (10) days of the request;

14.4.1.4. there's any Material Default of this Contract;

14.4.1.5. there's any Material Default of any Joint Controller Agreement relating to this Contract;

14.4.1.6. there's a Default of Clauses 2.6, 12, 31 or Schedule 28 (*ICT Services*) (where applicable);

14.4.1.7. the performance of the Supplier causes a Critical KPI Failure to occur;

14.4.1.8. there's a consistent repeated failure to meet the Key Performance Indicators in Schedule 10 (*Performance Levels*);

14.4.1.9. there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing;

14.4.1.10. the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them;

- 14.4.1.11. the Supplier fails to comply with its legal obligations in the fields of environmental, social or employment Law when providing the Deliverables;
- 14.4.1.12. the Supplier fails to comply with its obligations under Part D (*Pensions*) of Schedule 7 (*Staff Transfer*);
- 14.4.1.13. the Supplier committing a material Default under Paragraphs 7.1.1 or 7.1.2 of Part D (*Pensions*) of Schedule 7 (*Staff Transfer*);
- 14.4.1.14. in accordance with Section 78, and/or Section 79 (where applicable), of the Procurement Act 2023, and provided that the requirements of Section 78(7) of the Procurement Act 2023 have been met, where:
- 14.4.1.14.1. the Buyer considers that the Contract was awarded or modified in material breach of the Procurement Act 2023 or regulations made under it;
- 14.4.1.14.2. the Supplier has, since the award of the Contract become an excluded supplier or excludable supplier (including by reference to an associated person) as set out in Section 57 of the Procurement Act 2023 and provided that the conditions in Sections 78(8) (where applicable) of the Procurement Act 2023 have been met; and/or
- 14.4.1.14.3. any Subcontractor has, since the award of the Contract become an excluded supplier or excludable supplier as set out in Section 57 of the Procurement Act 2023 and provided that the conditions in Section 78(3) to 78(8) of the Procurement Act 2023 have been met;
- 14.4.1.15. the Supplier fails to enter into a legally binding agreement with any Subcontractor in accordance with Section 72 of the Procurement Act 2023; and/or
- 14.4.1.16. where any Subcontractor has, since the award of the Contract, become an excluded supplier or excludable supplier as defined in Section 57 of the Procurement Act 2023, provided that prior to exercising its right of termination under this Clause 14.4.114.4.1.16 the Buyer:
- 14.4.1.16.1. has notified the Supplier of its intention to terminate under this Clause, and why the Buyer has decided to terminate the Contract;

14.4.1.16.2. has given the Supplier reasonable opportunity to make representations about whether this Clause applies and the Buyer's decision to terminate; and

14.4.1.16.3. has given the Supplier a reasonable opportunity to end its Sub-Contract with the excluded or excludable supplier, and if necessary, find an alternative Subcontractor.

14.5. **What happens if the contract ends**

14.5.1. Where the Buyer terminates this Contract under Clauses 14.4.1 (excluding 14.4.1.14.1), 10.4, 12.3 or 36.3, Paragraph 7 of Part D of Schedule 7 (*Staff Transfer*), Paragraph 2.2 of Schedule 12 (*Benchmarking*) (where applicable), Paragraph 4.1 of Schedule 19 (*Corporate Resolution Planning*) (where applicable) Paragraph 7 of Schedule 24 (*Financial Difficulties*) (where applicable) or Paragraph 3.1.12(b) of Part A or Paragraph 3.8.2 of Part B (where applicable) of Schedule 26 (*Sustainability*) all of the following apply:

14.5.1.1. the Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period;

14.5.1.2. the Buyer's payment obligations under the terminated Contract stop immediately;

14.5.1.3. accumulated rights of the Parties are not affected;

14.5.1.4. the Supplier must promptly delete or return the Government Data except where required to retain copies by Law, other than Government Data (i) that is Personal Data in respect of which the Supplier is a Controller; and (ii) in respect of which the Supplier has rights to hold the Government Data independently of this Contract;

14.5.1.5. the Supplier must promptly return any of the Buyer's property provided under the terminated Contract;

14.5.1.6. the Supplier must, at no cost to the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier); and

14.5.1.7. the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.

14.5.2. If either Party terminates this Contract under Clause 24.3 or the Buyer terminates under Clause 14.4.1.14.1:

14.5.2.1. each party must cover its own Losses; and

14.5.2.2. Clauses 14.5.1.2 to 14.5.1.7 apply.

14.5.3. The following Clauses survive the termination or expiry of this Contract: 3.2.12, 4, 6, 7.4, 7.5, 10, 14.5, 14.6.3, 15, 18, 19, 20, 21, 22, 23, 35.3.2, 39, 40, Schedule 1 (*Definitions*), Schedule 3 (*Charges*), Schedule 7 (*Staff Transfer*), Schedule 30 (*Exit Management*)) (if used), Schedule 6 (*Intellectual Property Rights*) and any Clauses and Schedules which are expressly or by implication intended to continue.

14.6. **When the Supplier (and the Buyer) can end the contract**

14.6.1. The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate this Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value within thirty (30) days of the date of the Reminder Notice.

14.6.2. The Supplier also has the right to terminate this Contract in accordance with Clauses 24.3 and 27.5.

14.6.3. Where the Buyer terminates this Contract under Clause 14.3 or the Supplier terminates this Contract under Clause 14.6.1 or 27.5:

14.6.3.1. the Buyer must promptly pay all outstanding Charges incurred to the Supplier;

14.6.3.2. the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence – the maximum value of this payment is limited to the total sum payable to the Supplier if this Contract had not been terminated; and

14.6.3.3. Clauses 14.5.1.2 to 14.5.1.7 apply.

14.7. **Partially ending and suspending the contract**

14.7.1. Where the Buyer has the right to terminate this Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends this Contract it can provide the Deliverables itself or buy them from a third party.

14.7.2. The Buyer can only partially terminate or suspend this Contract if the remaining parts of this Contract can still be used to effectively deliver the intended purpose.

14.7.3. The Parties must agree any necessary Variation required by this Clause 14.7 using the Variation Procedure, but the Supplier may not either:

14.7.3.1. reject the Variation; or

14.7.3.2. increase the Charges, except where the right to partial termination is under Clause 14.3.

14.7.4. The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under this Clause 14.7.

15. How much you can be held responsible for?

15.1. Each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified otherwise in the Award Form.

15.2. Neither Party is liable to the other for:

15.2.1. any indirect Losses; and/or

15.2.2. Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

15.3. In spite of Clause 15.1, neither Party limits or excludes any of the following:

15.3.1. its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;

15.3.2. its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; and

15.3.3. any liability that cannot be excluded or limited by Law.

15.4. In spite of Clause 15.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.4, 9.3.2, 10.2, 35.3.2 or Schedule 7 (*Staff Transfer*) of this Contract.

15.5. In spite of Clause 15.1, the Buyer does not limit or exclude its liability for any indemnity given under Clause 7 or Schedule 7 (*Staff Transfer*) of this Contract.

15.6. In spite of Clause 15.1, but subject to Clauses 15.2 and 15.3, the Supplier's total aggregate liability in each Contract Year under Clause 18.6.4 is no more than the Data Protection Liability Cap.

15.7. Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with this Contract, including any indemnities.

15.8. When calculating the Supplier's liability under Clause 15.1 the following items will not be taken into consideration:

15.8.1. Deductions; and

15.8.2. any items specified in Clause 15.4.

15.9. If more than one Supplier is party to this Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

16. Obeying the law

16.1. The Supplier shall comply with the provisions of Schedule 26 (*Sustainability*).

16.2. The Supplier shall comply with the provisions of:

16.2.1. the Official Secrets Acts 1911 to 1989; and

16.2.2. Section 182 of the Finance Act 1989.

16.3. The Supplier indemnifies the Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with this Contract.

16.4. The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 16.1 and Clauses 31 to 36.

17. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Schedule 22 (*Insurance Requirements*).

18. Data protection and security

18.1. The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 20 (*Processing Data*).

18.2. The Supplier must not remove any ownership or security notices in or relating to the Government Data.

18.3. The Supplier must ensure that any Supplier, Subcontractor and Subprocessor system (including any cloud services or end user devices used by the Supplier, Subcontractor and Subprocessor) holding any Government Data, including back-up data, is a secure system that complies with the Security Requirements (including Schedule 16 (*Security*) (if used)) and otherwise as required by Data Protection Legislation.

- 18.4. If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
- 18.5. If the Government Data is any of (i) corrupted, (ii) lost or (iii) sufficiently degraded, in each case as a result of the Supplier's Default, so as to be unusable the Buyer may either or both:
- 18.5.1. tell the Supplier (at the Supplier's expense) to restore or get restored Government Data as soon as practical but no later than five (5) Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and
- 18.5.2. restore the Government Data itself or using a third party and shall be repaid by the Supplier any reasonable expenses incurred in doing so.
- 18.6. The Supplier:
- 18.6.1. must, subject to the Security Requirements, including in Schedule 16 (*Security*) (if used), provide the Buyer with copies of Government Data held by the Supplier or any Subcontractor in an agreed format (provided it is secure and readable) within ten (10) Working Days of a written request;
- 18.6.2. must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- 18.6.3. must, subject to the Security Requirements including in Schedule 16 (*Security*) (if used), securely erase all Government Data held by the Supplier or a Subcontractor when asked to do so by the Buyer (and certify to the Buyer that it has done so) using a deletion method that ensures that even a determined expert using specialist techniques can recover only a small fraction of the data deleted, unless and to the extent required by Law to retain it, other than Government Data in respect of which the Supplier is a Controller, or the Supplier has rights to hold the Government Data independently of the Contract; and
- 18.6.4. indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 18 or any Data Protection Legislation.

19. What you must keep confidential

- 19.1. Each Party must:
- 19.1.1. keep all Confidential Information it receives confidential and secure;
- 19.1.2. not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under this Contract; and

- 19.1.3. immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 19.2. In spite of Clause 19.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
- 19.2.1. where disclosure is required by applicable Law, a regulatory body or a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- 19.2.2. if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- 19.2.3. if the information was given to it by a third party without obligation of confidentiality;
- 19.2.4. if the information was in the public domain at the time of the disclosure;
- 19.2.5. if the information was independently developed without access to the Disclosing Party's Confidential Information;
- 19.2.6. on a confidential basis, to its auditors or for the purpose of regulatory requirements;
- 19.2.7. on a confidential basis, to its professional advisers on a need-to-know basis; and
- 19.2.8. to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 19.3. The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under this Contract. The Supplier Staff shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 19.4. The Buyer may disclose Confidential Information in any of the following cases:
- 19.4.1. on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
- 19.4.2. on a confidential basis to any other Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;

- 19.4.3. if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 19.4.4. where requested by Parliament;
 - 19.4.5. under Clauses 4.9 and 20; and
 - 19.4.6. on a confidential basis under the audit rights in Clauses 6.5 to 6.9 (inclusive), Clause 13 (Step-in rights), Schedule 7 (*Staff Transfer*) and Schedule 30 (if used).
- 19.5. For the purposes of Clauses 19.2 to 19.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 19.
- 19.6. Transparency Information and any information which is disclosed pursuant to Clause 20 is not Confidential Information.
- 19.7. The Supplier must not make any press announcement or publicise this Contracts or any part of them in any way, without the prior written consent of the Buyer and must use all reasonable endeavours to ensure that Supplier Staff do not either.

20. When you can share information

- 20.1. The Supplier must tell the Buyer within forty eight (48) hours if it receives a Request For Information.
- 20.2. In accordance with a reasonable timetable and in any event within five (5) Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
 - 20.2.1. publish the Transparency Information; and
 - 20.2.2. comply with any Request for Information,any such co-operation and/or information from the Supplier shall be provided at no additional cost.
- 20.3. To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request for Information and may talk to the Supplier to help it decide whether to publish information under Clause 20, taking into account any agreed Commercially Sensitive Information set out in Schedule 5. However, the extent, content and format of the disclosure shall be decided by the Buyer, in its sole discretion.

21. Invalid parts of the contract

If any provision or part provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

22. No other terms apply

The provisions incorporated into this Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.

23. Other people's rights in this Contract

- 23.1. The provisions of Clauses 4.9, 8.2.3 and 8.2.4, Paragraphs 2.1 and 2.3 of Part A, Paragraphs 2.1, 2.3, 3.1 and 3.3 of Part B, Paragraphs 1.2, 1.4 and 1.7 of Part C, Part D and Paragraphs 1.4, 1.7, 2.3, 2.5 and 2.10 of Part E of Schedule 7 (*Staff Transfer*) and the provisions of Paragraph 3.1, 6.1, 7.2, 8.2, 8.5, 8.6 and 8.9 of Schedule 30 (*Exit Management*) (together "**Third Party Provisions**") confer benefits on persons named or identified in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act ("**CRTPA**").
- 23.2. Subject to Clause 23.1, no third parties may use the CRTPA to enforce any term of this Contract unless stated (referring to CRTPA) in this Contract. This does not affect third party rights and remedies that exist independently from CRTPA.
- 23.3. Except for the provisions of Clauses 4.9, 8.2.3 and 8.2.4, no Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 23.4. Any amendments or modifications to this Contract may be made, and any rights created under Clause 23.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

24. Circumstances beyond your control

- 24.1. Any Party affected by a Force Majeure Event is excused from performing its obligations under this Contract while the inability to perform continues, if it both:
- 24.1.1. provides a Force Majeure Notice to the other Party; and
 - 24.1.2. uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 24.2. Any failure or delay by the Supplier to perform its obligations under this Contract that is due to a failure or delay by an agent, Subcontractor or supplier

will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.

- 24.3. Either party can partially or fully terminate this Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for ninety (90) days continuously.

25. Relationships created by the contract

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

26. Giving up contract rights

A partial or full waiver or relaxation of the terms of this Contract is only valid if it is stated to be a waiver in writing to the other Party.

27. Transferring responsibilities

- 27.1. The Supplier cannot assign, novate or in any other way dispose of this Contract or any part of it without the Buyer's written consent.
- 27.2. Subject to Schedule 27 (*Key Subcontractors*), the Supplier cannot sub-contract this Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with information about the Subcontractor as it reasonably requests. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within ten (10) Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:
- 27.2.1. the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 27.2.2. the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers;
 - 27.2.3. the proposed Subcontractor employs unfit persons; and/or
 - 27.2.4. the proposed Subcontractor is an excluded or excludable supplier within the meaning of the Procurement Act 2023 and any associated regulations.
- 27.3. The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.

- 27.4. When the Buyer uses its rights under Clause 27.3 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 27.5. The Supplier can terminate this Contract novated under Clause 27.3 to a private sector body that is experiencing an Insolvency Event.
- 27.6. The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 27.7. If at any time the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
- 27.7.1. their name;
 - 27.7.2. the scope of their appointment;
 - 27.7.3. the duration of their appointment;
 - 27.7.4. a copy of the Sub-Contract; and
 - 27.7.5. whether the Supplier considers that an exclusion ground within the meaning of the Procurement Act 2023 and any associated regulations does or may apply to the Sub-contractor.

28. Changing the Contract

- 28.1. Either Party can request a Variation to this Contract which is only effective if agreed in writing, including where it is set out in the Variation Form, and signed by both Parties.
- 28.2. The Supplier must provide an Impact Assessment either:
- 28.2.1. with the Variation Form, where the Supplier requests the Variation; and
 - 28.2.2. within the time limits included in a Variation Form requested by the Buyer.
- 28.3. If the Variation to this Contract cannot be agreed or resolved by the Parties, the Buyer can either:
- 28.3.1. agree that this Contract continues without the Variation; and
 - 28.3.2. refer the Dispute to be resolved using Clause 39 (*Resolving Disputes*).

- 28.4. The Buyer is not required to accept a Variation request made by the Supplier.
- 28.5. The Supplier may only reject a Variation requested by the Buyer if the Supplier:
- 28.5.1. reasonably believes that the Variation would materially and adversely affect the risks to the health and safety of any person or that it would result in the Deliverables being provided in a way that infringes any Law; or
 - 28.5.2. demonstrates to the Buyer's reasonable satisfaction that the Variation is technically impossible to implement and that neither the Tender nor the Specification state that the Supplier has the required technical capacity or flexibility to implement the Variation.
- 28.6. If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.
- 28.7. If there is a Specific Change in Law or one is likely to happen during this Contract Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or this Contract and provide evidence:
- 28.7.1. of how it has affected the Supplier's costs; and
 - 28.7.2. that the Supplier has kept costs as low as possible, including in Subcontractor costs.
- 28.8. Any change in the Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 28.1 to 28.4.

29. How to communicate about the contract

- 29.1. All notices under this Contract shall be in writing and be served by e-mail unless it is not practicable to do so. An e-mail is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 29.2. If it is not practicable for a notice to be served by e-mail in accordance with Clause 29.1, notices can be served by means of personal delivery or Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery. If either of these options are used to serve a notice, such notices are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise, the notice is effective on the next Working Day.
- 29.3. Notices to the Buyer must be sent to the Buyer Authorised Representative's address or e-mail address in the Award Form.

29.4. This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

30. Dealing with claims

30.1. If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than ten (10) Working Days.

30.2. At the Indemnifier's cost the Beneficiary must both:

30.2.1. allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and

30.2.2. give the Indemnifier reasonable assistance with the claim if requested.

30.3. The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.

30.4. The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.

30.5. The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

30.6. Each Beneficiary must use all reasonable endeavours to minimise and mitigate any losses that it suffers because of the Claim.

30.7. If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

30.7.1. the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; and

30.7.2. the amount the Indemnifier paid the Beneficiary for the Claim.

31. Exclusions

31.1. During the Contract Period the Supplier shall notify the Buyer as soon as reasonably practicable if:

31.1.1. the Supplier considers that an exclusion ground within the Procurement Act 2023 and any associated regulations applies to the Supplier, including where the Supplier is put on the debarment list or becomes an

excluded or excludable supplier by virtue of any associated persons or subcontractors where information relating to such was provided under Section 28 of the Procurement Act 2023; and/or

31.1.2. there are any changes to the Supplier's associated persons within the meaning of the Procurement Act 2023.

31.2. If the Supplier notifies the Buyer in accordance with Clause 31.1.1 then the Supplier must promptly provide any information the Buyer reasonably requests in relation to the notification, including information to support an assessment of whether the circumstances giving rise to the exclusion ground are continuing or likely to occur again.

31.3. If the Supplier notifies the Buyer in accordance with Clause 31.1.2 above then the Supplier must promptly provide any information reasonably requested by the Buyer in relation to the change to the Supplier's associated persons, including any information set out in the Procurement Regulations 2024.

31.4. The Buyer may terminate this Contract if:

31.4.1. the Supplier has failed to provide notification under Clause 31.1.1 as soon as reasonably practicable after the Supplier become aware that an exclusion ground within the Procurement Act 2023 and any associated regulations does or may apply to the Supplier;

31.4.2. the Supplier has failed to provide notification under Clause 31.1.2 as soon as reasonably practicable after the Supplier becoming aware of any changes to the Supplier's associated persons within the meaning of the Procurement Act 2023; and/or

31.4.3. any notification or information provided by the Supplier under Clause 31.1, 31.2 and/or 31.3 is incomplete, inaccurate or misleading,
and the consequences of termination set out in Clause 14.5.1 shall apply.

31.5. Clause 31.4 is without prejudice to the Buyer's rights to terminate the Contract in accordance with Clause 14.4.1.14.

32. Equality, diversity and human rights

32.1. The Supplier must follow all applicable equality Law when they perform their obligations under this Contract, including:

32.1.1. protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and

32.1.2. any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

32.2. The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on this Contract.

33. Health and safety

33.1. The Supplier must perform its obligations meeting the requirements of:

33.1.1. all applicable Law regarding health and safety; and

33.1.2. the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

33.2. The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of this Contract.

34. Environment

34.1. When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

34.2. The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

35. Tax

35.1. The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate this Contract where the Supplier has not paid a minor tax or social security contribution.

35.2. Where the Charges payable under this Contract are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within five (5) Working Days including:

35.2.1. the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and

35.2.2. other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need.

- 35.3. Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Contract, the Supplier must both:
- 35.3.1. comply with the Income Tax (Earnings and Pensions) Act 2003, the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to income tax and National Insurance contributions (including IR35); and
 - 35.3.2. indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 35.4. At any time during the Contract Period, the Buyer may specify information that the Supplier must provide with regard to the Supplier, the Supplier Staff, the Workers, or the Supply Chain Intermediaries and set a deadline for responding, which:
- 35.4.1. demonstrates that the Supplier, Supplier Staff, Workers, or Supply Chain Intermediaries comply with the legislation specified in Clause 35.3.1, or why those requirements do not apply; and
 - 35.4.2. assists with the Buyer's due diligence, compliance, reporting, or demonstrating its compliance with any of the legislation in Clause 35.3.1.
- 35.5. The Buyer may supply any information they receive from the Supplier under Clause 35.4 to HMRC for revenue collection and management and for audit purposes.
- 35.6. The Supplier must inform the Buyer as soon as reasonably practicable if there are any Workers or Supplier Staff providing services to the Buyer who are contracting, begin contracting, or stop contracting via an intermediary which meets one of conditions A-C set out in Section 61N of the Income Tax (Earnings and Pensions) Act 2003 and/or Regulation 14 of the Social Security Contributions (Intermediaries) Regulations 2000.
- 35.7. If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- 35.7.1. the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 35.3.1, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

- 35.7.2. the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- 35.7.3. the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 35.3.1 or confirms that the Worker is not complying with those requirements; and
- 35.7.4. the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

36. Conflict of interest

- 36.1. The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
- 36.2. The Supplier must promptly notify and provide details to the Buyer if an actual, perceived or potential Conflict of Interest happens or is expected to happen.
- 36.3. The Buyer will consider whether there are any reasonable steps that can be put in place to mitigate an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such steps do not or will not resolve an actual or potential Conflict of Interest, the Buyer may terminate its Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and, subject to Clause 36.4, where the reason for the unresolvable actual or potential Conflict of Interest is in the reasonable opinion of the Buyer
- 36.3.1. outside of the control of the Supplier, Clauses 14.5.1.2 to 14.5.1.7 shall apply; or
- 36.3.2. within the control of the Supplier, the whole of Clause 14.5.1 shall apply.
- 36.4. Where the Supplier has failed to notify the Buyer about an actual or potential Conflict of Interest and the Buyer terminates under Clause 36.3, the whole of Clause 14.5.1 shall apply.

37. Reporting a breach of the contract

- 37.1. As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected:
- 37.1.1. breach of Law;

37.1.2. Default of Clause 16.1; and

37.1.3. Default of Clauses 31 to 36.

37.2. The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach or Default listed in Clause 37.1 to the Buyer or a Prescribed Person.

38. Further Assurances

Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

39. Resolving disputes

39.1. If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within twenty eight (28) days of a written request from the other Party, meet in good faith to resolve the Dispute by commercial negotiation.

39.2. If the Parties cannot resolve the Dispute via commercial negotiation, they can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 39.4 to 39.6.

39.3. Unless the Buyer refers the Dispute to arbitration using Clause 39.5, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

39.3.1. determine the Dispute;

39.3.2. grant interim remedies; and

39.3.3. grant any other provisional or protective relief.

39.4. The Supplier agrees that the Buyer has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

39.5. The Buyer has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 39.4, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to

ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 39.5.

39.6. The Supplier cannot suspend the performance of this Contract during any Dispute.

40. Which law applies

This Contract and any Disputes arising out of, or connected to it, are governed by English law.

Schedule 1 (Definitions)

Definitions

In this Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (*Definitions*) or the relevant Schedule in which that capitalised expression appears.

If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

In this Contract, unless the context otherwise requires:

reference to a gender includes the other gender and the neuter;

references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;

a reference to any Law includes a reference to that Law as modified, amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act 2023) before or after the date of this Contract and any prior or subsequent legislation under it;

the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";

references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;

references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under this Contract;

references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, Paragraphs, Annexes and tables are, unless otherwise provided, references to the parts, Paragraphs, Annexes and tables of the Schedule in which these references appear;

references to "**Paragraphs**" are, unless otherwise provided, references to the Paragraph of the appropriate Schedules unless otherwise provided;

references to a series of Clauses or Paragraphs shall be inclusive of the Clause or Paragraph numbers specified;

where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole;

any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

a reference to a document (including this Contract) is to that document as varied, amended, novated, ratified or replaced from time to time.

In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

- "Achieve"** in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "**Achieved**", "**Achieving**" and "**Achievement**" shall be construed accordingly;
- "Additional FDE Group Member"** any entity (if any) specified as an Additional FDE Group Member in Part A of Annex 3 of Schedule 24 (*Financial Difficulties*);
- "Affected Party"** the party seeking to claim relief in respect of a Force Majeure Event;
- "Affiliates"** in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
- "Allowable Assumptions"** the assumptions (if any) set out in Annex 2 of Schedule 3 (*Charges*);
- "Annex"** extra information which supports a Schedule;

- "Approval"** the prior written consent of the Buyer and **"Approve"** and **"Approved"** shall be construed accordingly;
- "Associates"** in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
- "Audit"** the Buyer's right to:
- (a) verify the integrity and content of any Financial Report;
 - (b) verify the accuracy of the Charges and any other amounts payable by the Buyer under a Contract (including proposed or actual variations to them in accordance with this Contract);
 - (c) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;
 - (d) verify the Open Book Data;
 - (e) verify the Supplier's and each Subcontractor's compliance with the applicable Law;
 - (f) identify or investigate actual or suspected breach of Clauses 3 to 37 and/or Schedule 26 (*Sustainability*), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
 - (g) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;

- (h) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
 - (i) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Contract;
 - (j) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts;
 - (k) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;
- "Auditor"**
- (a) the Buyer's internal and external auditors;
 - (b) the Buyer's statutory or regulatory auditors;
 - (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
 - (d) HM Treasury or the Cabinet Office;
 - (e) any party formally appointed by the Buyer to carry out audit or similar review functions; and
 - (f) successors or assigns of any of the above;
- "Award Form"**
- the document outlining the Incorporated Terms and crucial information required for this Contract, to be executed by the Supplier and the Buyer;
- "Beneficiary"**
- a Party having (or claiming to have) the benefit of an indemnity under this Contract;
- "Buyer"**
- the public sector purchaser identified as such in the Order Form;

"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of this Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to this Contract initially identified in the Award Form;
"Buyer Cause"	has the meaning given to it in the Award Form;
"Buyer Equipment"	any hardware, computer or telecoms devices, and equipment that forms part of the Buyer System;
"Buyer Existing IPR"	any and all IPR that are owned by or licensed to the Buyer, and where the Buyer is a Crown Body, any Crown IPR, and which are or have been developed independently of this Contract (whether prior to the Effective Date or otherwise) [Guidance: include the following wording where Part B of Schedule 6 (Intellectual Property Rights) is used] [but excluding Buyer Software];
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
"Buyer Software"	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's information and communications technology system, including any software or Buyer

Equipment, owned by the Buyer, or leased or licenced to it by a third party, that:

- (a) is used by the Buyer or the Supplier in connection with this Contract;
- (b) interfaces with the Supplier System; and/or
- (c) is necessary for the Buyer to receive the Services;

"Buyer Third Party"

any supplier to the Buyer (other than the Supplier), which is notified to the Supplier from time to time;

"Buyer's Confidential Information"

- (a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR);
- (b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with this Contract; and

information derived from any of the above;

"Change in Law"

any change in Law which impacts on the supply of the Deliverables and performance of this Contract which comes into force after the Effective Date;

"Change of Control"

a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;

"Charges"

the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under this Contract, as set out in the Award Form, for the full and proper performance by the Supplier of its obligations under this Contract less any Deductions;

"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
["Code"	in respect of the Developed System means: <ul style="list-style-type: none">(a) the source code;(b) the object code;(c) third party components, including third party coding frameworks and libraries; and(d) all supporting documentation;] <p>[Guidance: Include definition where software development activities are included as part of optional Schedule 16 (Security)]</p>
"Commercially Sensitive Information"	the Confidential Information listed in Schedule 5 (<i>Commercially Sensitive Information</i>) (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Confidential Information"	any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential;

"Conflict of Interest"	a direct or indirect conflict between the financial, professional or personal interests of the Supplier or the Supplier Staff and the duties owed to the Buyer under this Contract, in the reasonable opinion of the Buyer;
"Contract"	the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form;
"Contract Period"	the term of this Contract from the earlier of the: (a) Start Date; or (b) the Effective Date, until the End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under this Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Effective Date or each anniversary thereof;
"Control"	control in either of the senses defined in Sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Core Terms"	the Buyer's terms and conditions which apply to and comprise one part of this Contract set out in the document called "Core Terms" ;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: (a) the cost to the Supplier or the Key Subcontractor (as the context requires),

calculated per Work Day, of engaging the Supplier Staff, including:

base salary paid to the Supplier Staff;

employer's National Insurance contributions;

pension contributions;

car allowances;

any other contractual employment benefits;

staff training;

work place accommodation;

work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and

reasonable recruitment costs, as agreed with the Buyer;

- (b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;
- (c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and
- (d) Reimbursable Expenses to the extent these have been specified as allowable in the Award Form and are incurred in delivering any Deliverables;

but excluding:

- (a) Overhead;
- (b) financing or similar constraints;
- (c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Contract Period whether in relation to Supplier Assets or otherwise;
- (d) taxation;
- (e) fines and penalties;
- (f) amounts payable under Schedule 12 (*Benchmarking*) where such Schedule is used; and
- (g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

"COTS Software" or "Commercial off the shelf Software"	non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
"Critical KPI Failure"	has the meaning given to it in the Award Form;
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Crown IPR"	any IPR which is owned by or licensed to the Crown, and which are or have been developed independently of this Contract (whether prior to the Effective Date or otherwise);
"CRTPA"	the Contract Rights of Third Parties Act 1999;

"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(a) the UK GDPR; (b) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (c) all applicable Law about the processing of personal data and privacy; and (d) (to the extent that it applies) the EU GDPR;
"Data Protection Liability Cap"	has the meaning given to it in the Award Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under this Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of this Contract in breach of its terms) or any other default (including Material Default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in

relation to the subject-matter of this Contract and in respect of which the Supplier is liable to the Buyer;

"Defect"

any of the following:

- (a) any error, damage or defect in the manufacturing of a Deliverable; or
- (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or
- (c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract; or
- (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

"Delay Payments"

the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;

"Deliverables"

Goods, Services or software that may be ordered and/or developed under this Contract including the Documentation;

"Delivery"

delivery of the relevant Deliverable or Milestone in accordance with the terms of this Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Schedule 8 (*Implementation Plan and*

Testing) is used issue by the Buyer of a Satisfaction Certificate. **"Deliver"** and **"Delivered"** shall be construed accordingly;

"Dependent Parent Undertaking"

any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Contract;

"Developed System"

any software or system that the Supplier will develop under this Contract:

- (a) as part of the Services;
- (b) to provide the Services; or
- (c) to Handle Government Data.]

[Guidance: Include definition where software development activities are included as part of optional Schedule 16 (Security).]

"Disaster"

the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);

"Disclosing Party"

the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 19 (*What you must keep confidential*);

"Dispute"

any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with this Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of this Contract, whether the alleged liability shall arise under English law or under the

law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;

"Dispute Resolution Procedure"

the dispute resolution procedure set out in Clause 39 (*Resolving disputes*);

"Documentation"

descriptions of the Services and Key Performance Indicators, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under this Contract as:

- (a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables
- (b) is required by the Supplier in order to provide the Deliverables; and/or
- (c) has been or shall be generated for the purpose of providing the Deliverables;

"DOTAS"

the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;

"DPA 2018"

the Data Protection Act 2018;

"Due Diligence Information"

any information supplied to the Supplier by or on behalf of the Buyer prior to the Effective Date;

"Effective Date"	the date on which the final Party has signed this Contract;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice Standard"	<p>in relation to an electronic invoice means a form that:</p> <ul style="list-style-type: none">(a) complies with the standard for electronic invoicing approved and issued by the British Standards Institution in the document numbered BS EN 16931-1:2017 (Electronic invoicing - Part 1: Semantic data model of the core elements of an electronic invoice); and(b) uses a syntax which is listed as a syntax that complies with that standard in the document numbered PD CEN/TS 16931-2:2017 (Electronic invoicing - Part 2: List of syntaxes that comply with EN 16931-1) approved and issued by the British Standards Institution;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
"End Date"	<p>the earlier of:</p> <ul style="list-style-type: none">(a) the Expiry Date as extended by the Buyer under Clause 14.2; or(b) if this Contract is terminated before the date specified in (a) above, the date of termination of this Contract;
"End User"	a party that is accessing the Deliverables provided pursuant to this Contract (including the Buyer where it is accessing services on its own account as a user);
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to

health and the environment, including any written environmental policy of the Buyer;

"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Escalation Meeting"	a meeting between the Supplier Authorised Representative and the Buyer Authorised Representative to address issues that have arisen during the Rectification Plan Process;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Award Form;
"Estimated Yearly Charges"	for the purposes of calculating each Party's annual liability under Clause 15.1 means: <ul style="list-style-type: none">(a) in the first Contract Year, the Estimated Year 1 Charges; or(b) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or(c) after the end of this Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of this Contract (whether prior to the Start Date or otherwise);
"Exit Plan"	has the meaning given to it in Paragraph 4.1 of Schedule 30 (<i>Exit Management</i>);

"Expiry Date"	the date of the end of this Contract as stated in the Award Form;
"Extension Period"	such period or periods beyond which the Initial Period may be extended, specified in the Award Form;
"FDE Group"	the Supplier and any Additional FDE Group Member;
"Financial Distress Event"	<p>the occurrence of one or more the following events:</p> <ul style="list-style-type: none">(a) the credit rating of any FDE Group entity drops below the applicable Credit Rating Threshold of the relevant Rating Agency;(b) any FDE Group entity issues a profits warning to a stock exchange or makes any other public announcement, in each case about a material deterioration in its financial position or prospects;(c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of any FDE Group entity;(d) any FDE Group entity commits a material breach of covenant to its lenders;(e) a Key Subcontractor notifies the Buyer that the Supplier has not paid any material sums properly due under a specified invoice and not subject to a genuine dispute;(f) any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than nine (9) months after its accounting reference date without an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate;(g) any FDE Group entity is late to file its annual accounts without a public notification or an explanation to the Buyer which the Buyer

- (acting reasonably) considers to be adequate;
- (h) the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity's going concern in the annual report including in a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;
- (i) any of the following:
- (i) any FDE Group entity makes a public announcement which contains commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern;
- (ii) commencement of any litigation against any FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
- non-payment by any FDE Group entity of any financial indebtedness;
- any financial indebtedness of any FDE Group entity becoming due as a result of an event of default;
- the cancellation or suspension of any financial indebtedness in respect of any FDE Group entity; or
- an external auditor of any FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in,

its opinion on the statutory accounts of that FDE Group entity,

- (j) in each case which the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued provision of the Deliverables in accordance with this Contract; or
- (k) any [one] of the Financial Indicators set out in Part C of Annex 2 of Schedule 24 (*Financial Difficulties*) for any of the FDE Group entities failing to meet the required Financial Target Threshold;

"Financial Report"

a report provided by the Supplier to the Buyer that:

- (a) to the extent permitted by Law, provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;
- (b) to the extent permitted by Law, provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer);
- (c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Effective Date for the purposes of this Contract; and
- (d) is certified by the Supplier's Chief Financial Officer or Director of Finance;

"Financial Transparency Objectives"

- (a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and the Supplier Profit Margin so that it can understand any payment sought by the Supplier;
- (b) the Parties being able to understand Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;

- (c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges;
- (d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services;
- (e) the Parties challenging each other with ideas for efficiency and improvements; and
- (f) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices;

"FOIA"

the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

"Force Majeure Event"

any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:

- (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;
- (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;
- (c) acts of a Crown Body, local government or regulatory bodies;
- (d) fire, flood or any disaster; or
- (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:
 - (i) any industrial dispute relating to the Supplier, the Supplier Staff (including

any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;

- (ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and
- (iii) any failure of delay caused by a lack of funds,

and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;

"Force Majeure Notice"

a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;

"General Anti-Abuse Rule"

- (a) the legislation in Part 5 of the Finance Act 2013; and
- (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;

"General Change in Law"

a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;

"Goods"

goods made available by the Supplier as specified in Schedule 2 (*Specification*) and in relation to a Contract;

"Good Industry Practice"

at any time the standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected at such time from a skilled and

experienced person or body engaged within the relevant industry or business sector;

"Government" the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

"Government Data" any:

- (a) data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media;
- (b) Personal Data for which the Buyer is a, or the, Controller; or
- (c) any meta-data relating to categories of data referred to in (a) or (b),

that:

- (i) is supplied to the Supplier by or on behalf of the Buyer; or
- (ii) that the Supplier is required to generate, Process, Handle, store or transmit under this Contract;

and for the avoidance of doubt includes the Code and any meta data relating to the Code;

"Government Procurement Card" the Government's preferred method of purchasing and payment for low value goods or services <https://www.gov.uk/government/publications/government-procurement-card--2>;

"Guarantor" the person (if any) who has entered into a guarantee in the form set out in Schedule 23 (*Guarantee*) in relation to this Contract;

"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"Handle"	any operation performed on data, whether or not by automated means, including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of that data;
"HMRC"	His Majesty's Revenue and Customs;
"ICT Environment"	the Buyer System and the Supplier System;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Award Form (if used), which is in force as at the Effective Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Buyer completed in good faith, including:</p> <ul style="list-style-type: none">(a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under this Contract;(b) details of the cost of implementing the proposed Variation;(c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;(d) a timetable for the implementation, together with any proposals for the testing of the Variation; and

- (e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;
- "Implementation Plan"** the plan for provision of the Deliverables set out in Schedule 8 (*Implementation Plan and Testing*) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
- "Incorporated Terms"** the contractual terms applicable to this Contract specified in the Award Form;
- "Indemnifier"** a Party from whom an indemnity is sought under this Contract;
- "Independent Controller"** a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
- "Indexation"** the adjustment of an amount or sum in accordance with this Contract;
- "Information Commissioner"** the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
- "Initial Period"** the initial term of this Contract specified in the Award Form;
- "Insolvency Event"** with respect to any person, means:
- (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:
 - (i) (being a company or an LLP) is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or

- (ii) (being a partnership) is deemed unable to pay its debts within the meaning of Section 222 of the Insolvency Act 1986;
- (b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, an LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
- (c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;
- (d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within fourteen (14) days;
- (e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (f) where that person is a company, an LLP or a partnership:
 - (i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a

solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;

- (ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;
- (iii) (being a company or an LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or
(being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or
- (g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;

"Installation Works"

all works which the Supplier is to carry out at the beginning of the Contract Period to install the Goods in accordance with this Contract;

"Intellectual Property Rights" or "IPR"

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;

- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (c) all other rights having equivalent or similar effect in any country or jurisdiction;

"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR (excluding COTS Software where Part B of Schedule 6 (<i>Intellectual Property Rights</i>) is used), used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under this Contract;
"IR35"	means Chapter 8 and Chapter 10 of Part 2 of Income Tax (Earnings and Pensions) Act 2003 and the Social Security Contributions (Intermediaries) Regulations 2000;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Annex 2 of Schedule 20 (<i>Processing Data</i>);
"Joint Control"	where two (2) or more Controllers jointly determine the purposes and means of Processing;
"Joint Controllers"	has the meaning given in Article 26 of the UK GDPR, or EU GDPR, as the context requires;
"Key Performance Indicators"	any key performance indicators applicable to the provision of the Deliverables under this Contract (as specified in the Annex to Part A of Schedule 10 (<i>Performance Levels</i>));

"Key Staff"	the persons who the Supplier shall appoint to fill key roles in connection with the Services as listed in Annex 1 of Schedule 29 (<i>Key Supplier Staff</i>);
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none">(a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or(b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or(c) with a Sub-Contract with this Contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract, <p>and the Supplier shall list all such Key Subcontractors in the Award Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the Effective Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;

"Law Enforcement Processing"	processing under Part 3 of the DPA 2018;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Material Default"	a single serious Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied)
"Marketing Contact"	shall be the person identified in the Award Form;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in

accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);

- "New IPR"**
- (a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including database schema; and/or
 - (b) IPR in or arising as a result of the performance of the Supplier's obligations under this Contract and all updates and amendments to the same;
- but shall not include the Supplier's Existing IPR;
- "New IPR Item"** a deliverable, document, product or other item within which New IPR subsists;
- "Notifiable Default"**
- (a) the Supplier commits a Material Default; and/or
 - (b) the performance of the Supplier is likely to cause or causes a Critical KPI Failure;
- "Object Code"** software and/or data in machine-readable compiled object code form;
- "Open Book Data"** complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of this Contract, including details and all assumptions relating to:
- (a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;
 - (b) operating expenditure relating to the provision of the Deliverables including an analysis showing:

- (i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;
 - (ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;
 - (iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and
 - (iv) Reimbursable Expenses, if allowed under the Award Form;
- (c) Overheads;
 - (d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;
 - (e) the Supplier Profit achieved over the Contract Period and on an annual basis;
 - (f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
 - (g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and
 - (h) the actual Costs profile for each Service Period;

"Open Licence"

any material that is published for use, with rights to access, copy, modify and publish, by any person for free, under a generally recognised open licence including Open Government Licence as set out at <http://www.nationalarchives.gov.uk/doc/open->

[government-licence/version/3/](#) and the Open Standards Principles documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles>, and includes the Open Source publication of Software;

"Open Source"	computer Software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;
"Open Licence Publication Material"	items created pursuant to this Contract which the Buyer may wish to publish as Open Licence which are supplied in a format suitable for publication under Open Licence;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parent Undertaking"	has the meaning set out in Section 1162 of the Companies Act 2006;
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	the Buyer or the Supplier and "Parties" shall mean both of them where the context permits;
"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;

"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in "Whistleblowing: list of prescribed people and bodies", 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies-2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires, and "Process" shall be construed accordingly;
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under this Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Protective Measures"	technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it, including those outlined in Schedule 16 (<i>Security</i>) (if used) and Schedule 20 (<i>Processing Data</i>);

"Provisional Supplier Staff List"	has the meaning given in Schedule 7 (<i>Staff Transfer</i>);
"Public Sector Body "	a formally established organisation that is (at least in part) publicly funded to deliver a public or government service;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify its breach using the template in Schedule 25 (<i>Rectification Plan</i>) which shall include:</p> <ul style="list-style-type: none">(a) full details of the Notifiable Default that has occurred, including a root cause analysis;(b) the actual or anticipated effect of the Notifiable Default; and(c) the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 11 (<i>Rectifying issues</i>);
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:

- (a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and
- (b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;

"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 14.6.1 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to this Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Action"	the action the Buyer will take and what Deliverables it will control during the Step-In Process;
"Required Insurances"	the insurances required by Schedule 22 (<i>Insurance Requirements</i>);

“Risk premium”	The purpose of this is to ensure delivery certainty in a complex and fast-moving programme environment. The premium reflects the risks that need to be managed as part of the delivery effort. The risk premium is a portion of the overall effort estimate that accounts for uncertainty and delivery challenges. It allows the delivery team to manage risks that may arise without needing to renegotiate scope or cost each time. The premium covers four categories of risk: technical, delivery, scope and integration. It does not cover major scope change (requiring formal change control), new deliverables outside the agreed contract or rework caused by changes in direction or priorities from the client side.
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Schedule 8 (<i>Implementation Plan and Testing</i>) or as agreed by the Parties where Schedule 8 is not used in this Contract) granted by the Buyer when the Supplier has Achieved a Milestone or a Test;
"Schedules"	any attachment to this Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Schedule 16 (<i>Security</i>) (if applicable);
“Security Requirements”	the security requirements in the Award Form including Schedule 16 (<i>Security</i>) (if used);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Credits"	any service credits specified in the Annex to Part A of Schedule 10 (<i>Performance Levels</i>) being payable by the Supplier to the Buyer in respect of any failure

by the Supplier to meet one or more Performance Levels;

- "Service Period"** has the meaning given to it in the Award Form;
- "Services"** services made available by the Supplier as specified in Schedule 2 (*Specification*) and in relation to a Contract;
- "Sites"** any premises (including the Buyer Premises, the Supplier's premises or third party premises):
- (a) from, to or at which:
 - (i) the Deliverables are (or are to be) provided; or
 - (ii) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
 - (b) where:
 - any Supplier Equipment or any part of the Supplier System is located;
 - any physical interface with the Buyer System takes place;
- "SME"** an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
- "Social Value"** the additional social benefits that can be achieved in the delivery of this Contract set out in Schedule 2 (*Specification*) and Schedule 10 (*Performance Levels*);
- "Social Value KPIs"** the Social Value priorities set out in Schedule 2 (*Specification*) and Schedule 10 (*Performance Levels*);

"Software"	any software including Specially Written Software, COTS Software and software that is not COTS Software;
"Software Supporting Materials"	has the meaning given to it in Schedule 6 (<i>Intellectual Property Rights</i>);
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Special Terms"	any additional terms and conditions set out in the Award Form incorporated into this Contract;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Effective Date;
"Specification"	the specification set out in Schedule 2 (<i>Specification</i>);
"Standards"	any: (a) standards published by BSI British Standards, the National Standards Body of

the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;

- (b) standards detailed in the specification in Schedule 2 (*Specification*);
- (c) standards agreed between the Parties from time to time;
- (d) relevant Government codes of practice and guidance applicable from time to time;

"Start Date" the date specified on the Award Form;

"Step-In Process" the process set out in Clause 13 (*Step-in rights*);

"Step-In Trigger Event" the occurrence of any of the following:

- (a) the Supplier's level of performance constituting a Critical KPI Failure;
- (b) the Supplier committing a Material Default which is irremediable;
- (c) where a right of termination is expressly reserved in this Contract;
- (d) an Insolvency Event occurring in respect of the Supplier or any Guarantor;
- (e) a Default by the Supplier that is materially preventing or materially delaying the provision of the Deliverables or any material part of them;
- (f) the Buyer considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this agreement;
- (g) the Buyer being advised by a regulatory body that the exercise by the Buyer of its rights under Clause 13 is necessary;

- (h) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Deliverables; and/or
- (i) a need by the Buyer to take action to discharge a statutory duty;

"Step-Out Plan" the Supplier's plan that sets out how the Supplier will resume the provision of the Deliverables and perform all its obligations under this Contract following the completion of the Step-In Process;

"Sub-Contract" any contract or agreement (or proposed contract or agreement), other than this Contract, pursuant to which a third party:

- (a) provides the Deliverables (or any part of them);
- (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or
- (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);

"Subcontractor" any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;

"Subprocessor" any third Party appointed to process Personal Data on behalf of the Processor related to this Contract;

"Subsidiary Undertaking" has the meaning set out in Section 1162 of the Companies Act 2006;

"Supplier" the person, firm or company identified in the Award Form;

"Supplier Assets" all assets and rights used by the Supplier to provide the Deliverables in accordance with this Contract but excluding the Buyer Assets;

"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Award Form, or later defined in a Contract;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract;
"Supplier Existing IPR"	any and all IPR that are owned by or licensed to the Supplier and which are or have been developed independently of this Contract (whether prior to the Effective Date or otherwise);
"Supplier Existing IPR Licence"	a licence to be offered by the Supplier to the Supplier Existing IPR as set out in Schedule 6 (<i>Intellectual Property Rights</i>);
"Supplier Group"	the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
"Supplier New and Existing IPR Licence"	a licence to be offered by the Supplier to the New IPR and Supplier Existing IPR as set out in Schedule 6 (<i>Intellectual Property Rights</i>); [Guidance: Include the following wording where Part B of Schedule 6 (Intellectual Property Rights) is used] [but excluding Buyer Software;]
"Supplier Non-Performance"	where the Supplier has failed to: <ul style="list-style-type: none">(a) Achieve a Milestone by its Milestone Date;(b) provide the Goods and/or Services in accordance with the Key Performance Indicators; and/or(c) comply with an obligation under this Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms) but excluding any Deductions and total Costs (in

nominal cash flow terms) in respect of this Contract for the relevant period;

"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	any individual engaged, directly or indirectly, or employed by the Supplier or any Subcontractor, in the management or performance of the Supplier's obligations under this Contract;
"Supplier System"	the information and communications technology system used by the Supplier or any Subcontractor in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);
"Supplier's Confidential Information"	<ul style="list-style-type: none">(a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;(b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with this Contract; and(c) information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Award Form appointed by the Supplier to oversee the operation of this Contract and any alternative person whom the

Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;

"Supply Chain Intermediary"	any entity (including any company or partnership) in an arrangement with a Worker, where the Worker performs or is under an obligation personally to perform, services for the Buyer;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under this Contract detailed in the information are properly payable;
"Tender Response"	the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (<i>Tender</i>);
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of Schedule 30 (<i>Exit Management</i>);
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of Schedule 30 (<i>Exit Management</i>);
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;

"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in this Contract;
"Test Plan"	a plan: <ul style="list-style-type: none">(a) for the Testing of the Deliverables; and(b) setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to this Contract as set out in the Test Plan or elsewhere in this Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Third Party IPR Licence"	a licence to the Third Party IPR as set out in Schedule 6 (<i>Intellectual Property Rights</i>);
"Transparency Information"	<ul style="list-style-type: none">(c) any information permitted or required to be published by the Procurement Act 2023, any regulations published under it, and any Procurement Policy Notes, subject to any exemptions set out in Sections 94 and 99 of the Procurement Act 2023 which shall be determined by the Buyer taking into account Schedule 5 (<i>Commercially Sensitive Information</i>);(d) any information about this Contract, including the content of this Contract requested and required to be disclosed under FOIA or the EIRs, and any changes to this Contract agreed from time to time, subject to any relevant exemptions, which shall be determined by the Buyer taking into account Schedule 5 (<i>Commercially Sensitive Information</i>);(e) any information which is published in accordance with guidance issued by His

Majesty's Government, from time to time;
and

- (f) any of the information that the Buyer is permitted or required to publish by the Procurement Act 2023, any regulations published under it and any Procurement Policy Notes, relating to the performance of the Supplier against any KPI and any information contained in any Performance Monitoring Reports (as that term is defined in Schedule 10 (*Performance Levels*)), subject to any exemptions set out in Sections 94 and 99 of the Procurement Act 2023, or under the provisions of FOIA, which shall be determined by the Buyer taking into account Commercially Sensitive Information listed in Schedule 5 (*Commercially Sensitive Information*) (if any);

"UK GDPR"	has the meaning as set out in Section 3(10) of the DPA 2018, supplemented by Section 205(4) of the DPA 2018;
"US Data Privacy Framework"	as applicable: (a) the UK Extension to the EU-US Data Privacy Framework; and/or (b) the EU-US Data Privacy Framework;
"Variation"	a variation to this Contract;
"Variation Form"	the form set out in Schedule 21 (<i>Variation Form</i>);
"Variation Procedure"	the procedure set out in Clause 28 (<i>Changing the contract</i>);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;

"Verification Period"	has the meaning given to it in the table in Annex 2 of Schedule 3 (<i>Charges</i>);
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Worker"	any individual that personally performs, or is under an obligation personally to perform services for the Buyer; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Award Form.

Schedule 2 (Specification)

This Schedule sets out what the Buyer wants.

For all Deliverables, the Supplier must help the Buyer comply with any specific applicable Standards of the Buyer.

The Buyer's social value priorities

These are the Buyer's priorities in this procurement:

- Support the reduction in crime through community cohesion, awareness raising and action
- Employment and training for those who face barriers to employment
- Skills for growth: supporting growth sectors and addressing skills gaps.

1. Overview

This Schedule sets out the overarching specification for the services to be delivered under this Contract. Specific requirements will be detailed in individual Statements of Work (SoWs) issued under this agreement.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

The Home Office is the government department responsible for border control, immigration, passport issuance, policing, fire services, counter-terrorism and drugs policy. The Home Office IT estate:

- Supports over 48,000 users across the UK.
- Delivers more than 2,500 applications over 300 systems, hosted across cloud services, private cloud services and multiple data centres.
- Operates in a range of separate security domains.
- Is currently run by a combination of in-house delivery teams and Managed Service Providers.

Many of these services support critical national functions and contain sensitive public information. The Home Office is seeking to transform the Digital, Data, and Technology (DDaT) Directorate to drive benefits in terms of both operational effectiveness and efficiency. Further information about the Home Office can be found on:

<https://www.gov.uk/government/organisations/home-office>

Scope of Services

3. Context

3.1. The Law Enforcement Data Service (“LEDS”) programme was mobilised to decommission and replace the Police National Computer (“PNC”). The “LEDS”

ambition is to deliver enhanced functionality, improved user experience and lower running costs than the current “PNC” service.

- 3.2. The “LEDS” Person Product is on the critical path for decommissioning the “PNC” by March 2026. Extending the current “PNC” service, and contract, beyond March 2026 would incur significant commercial costs and undermine confidence in the “LEDS” programme.
- 3.3. The Buyer is looking to appoint a supplier to provide digital delivery services that are required to achieve the outcomes of the “LEDS” programme.

4. **Services description**

- 4.1. The Supplier will be engaged to deliver a range of services in support of the LEDS Programme and Person Product. The scope of this contract includes, but is not limited to:
 - 4.1.1. The development of software components for our critical services or platforms, examples of specific technical work could include the implementation of a microservice using one of our core languages instance Java or Node.js) or the development of client-side JavaScript code. This contract covers all levels in a technology stack.
 - 4.1.2. Management of dependencies, compilation toolchains, configurations and supporting version control such that we maintain deterministic service state.
 - 4.1.3. The compilation of production and pre-production software components for onward integration of deployment.
 - 4.1.4. Technical support services, where we require Supplier with software Development skills to deliver changes. This is expected to include technical review and support to define technical roadmaps for our products.
 - 4.1.5. Support to any stage of the application development and maintenance lifecycle (testing, support, release management, security and management) where Engineering and Delivery skills are required. We envisage these skills being used to support assurance and evolution as well as delivery and support.
 - 4.1.6. Advisory and technical implementation work to support the on-boarding of services to our strategic platforms, using the Software Engineer skillsets and technologies identified in this document.
 - 4.1.7. Supporting the definition of appropriate architectures and software designs, to influence future technical work as well as ensure secure and stable production systems.
 - 4.1.8. Providing advice to other teams, users, or our internal communities where they have Development related technical queries. This could include presenting and playing an active role in our Profession.
 - 4.1.9. Providing advice to other teams, users, or our internal communities where they have Development related technical queries. This could include presenting and playing an active role in our Profession.
 - 4.1.10. Production of documentation aligned to Development work; and
 - 4.1.11. The attendance at regular ceremonies (for instance sprint planning, retros and show & tells).

- 4.1.12. These services are agnostic of platform or product – first and foremost we require the right breadth and depth of technical skills to support our vision, mission, objectives, and the technical needs of individual projects.
- 4.1.13. We also place community and behaviours at the fore in this work, and the successful Suppliers must integrate with and deliver these elements.

Note: While this contract primarily focuses on software development and engineering capabilities, it is not limited to these roles. The contract may also be accessed to support other technical or specialist roles as required by the programme, ensuring flexibility in meeting evolving delivery needs. Specific services will be defined and agreed via individual Statements of Work (SoW) ANNEX A. The following SoW template is already used for the provision of “LEDS” Person Product support services. Subject to Buyer approval this template will continue to be used for the duration of this contract.

5. Working with Others

- 5.1. The Supplier may need to undertake these activities in a multi-disciplinary / multi-vendor environment, such as:
- 5.1.1. Develop strong collaborative working relationships with the existing Home Office DDaT teams whom the Supplier will work with if required so.
 - 5.1.2. Participate in agreed planning events that determine delivery scope. However, it is recognised in an agile environment that change will happen so all changes to scopes of work will need to be captured in Work Instructions if required so.
 - 5.1.3. Support the Home Office to extend its own Software Engineering capability and community.
- 5.2. Where a change of Software Engineering supplier scenario occurs, the incoming supplier will be proactive and work with the incumbent supplier and LEDS Teams to aid with Transition and Exit.

6. Off payroll (IR35) Legislation - Assessment of Contract Status

- 6.1. In response to changes to the Off-Payroll Working rules (IR35 legislation) and ongoing compliance guidance from HMRC, the Authority (Home Office) has reviewed the proposed contract and associated working practices.
- 6.2. The Authority has concluded that the nature of the services to be delivered under this contract may give rise to engagements that fall both **inside** and **outside** the scope of IR35. Therefore, a consideration of employment status for tax purposes is required for each engagement, and the Authority must mitigate any risk of non-compliance with HMRC regulations.
- 6.3. To ensure compliance, the Authority will require a formal declaration at the contract award stage regarding the employment status for tax purposes of all personnel deployed or intended to be deployed in the delivery of services. This

must be completed using the appropriate “Declaration of Employment Status for Tax” template.

- 6.4. All Statements of Work (SoWs) will be subject to review and approval, including an assessment of IR35 status. While some SoWs may fall inside IR35 due to collaborative working arrangements, many SoWs are expected to fall outside IR35, particularly where services are clearly defined, independently delivered, and not integrated into Authority teams.
- 6.5. To streamline the process and reduce delays, the Authority encourages suppliers to consider placing resources on payroll where engagements are likely to fall inside IR35. However, this does not preclude the use of outside IR35 arrangements were justified by the working practices and contractual terms.

7. Required Behaviours

- 7.1. LEDS supplier will be expected to embody an open and positive approach, supporting the Home Office in achieving its vision, mission, and objectives by:
- 7.2. Progressing the LEDS Programme, understanding all roles and helping to extend our community.
- 7.3. Working and assessing to appropriate standards: for instance, accessibility, the GDS service standard and our own community practices.
- 7.4. GDS Service Standards. Link: <https://www.gov.uk/service-manual/service-standard>
- 7.5. Helping Home Office personnel to improving its skills and approaches as well as keeping up to speed with the technology landscape, e.g., lunch and learns.
- 7.6. Displaying these behaviours by all technical staff, regardless of their engagement terms. In addition, these roles are expected to display a number of key behaviours:
- 7.7. Exhibit leadership across all roles, as appropriate. This will be expected to sit alongside core work delivering technical advice and producing technical artefacts (from code to presentations) as appropriate.
- 7.8. Strong teamwork, which must cross organisational boundaries.
- 7.9. An attitude of continuous improvement – evangelising for convergence of tooling, approaches, and techniques across the Home Office.
- 7.10. Helping to improve and embed our strategic cloud platforms and ways of working across DDaT.
- 7.11. Joining our LEDS Professions, in developing and maintaining the Software Engineering Guidance and Standards (SEGAS). There is an expectation that a proportion (minimum of one day per quarter as directed by their Statement of Work lead) of Supplier time engaged in community focussed events and the mentoring of other staff, actively encouraging, and supporting the onboarding of civil servant resources.
- 7.12. Actively pursuing economies of scale in our use of cloud hosting, as well as re-using components, platforms, patterns, tools, and configurations.
- 7.13. The Supplier may be required (at no additional cost) to attend in person, on average two days per week, at Home Office digital locations in Croydon, central

London, Sheffield, Salford/Manchester – subject to Home Office location site capacity.

- 7.14. The Supplier will also deliver all work in consideration of (and adherence to) DDaT technical standards, particularly around:
 - 7.15. Technical Design Authority (TDA) principles, policies, and processes.
 - 7.16. Specific standards for each delivery, aligned to SEGAS.
 - 7.17. Approval of applicable items through the Home Office TDA. Commit to undertake all activities required in order to gain TDA approval, as allowed for in specific work activities.
 - 7.18. Actively supporting assurance activities such as Service Assessments and, as necessary, and other ad-hoc audit/engagement work.

8. Operational Support Requirements

- 8.1. Operational Support Requirements Home Office provides a 24x7 service for its critical applications, in some cases, to global users in a 'follow the sun' UK-hosted solution offering. The Home Office requires the Supplier to:
 - 8.2. Work 8 hours per day (around the core hours of 8am to 6pm Monday to Friday, excluding English Bank Holidays)
 - 8.3. Provide, where needed by the particular application, on-call support outside these core hours. Where this is required, which is not expected to be the norm, this will be identified in work instructions. Likewise, if shift work, which deviates from standard operating hours is required for a role this will be outlined in work instructions.
 - 8.4. Provide, where needed on-call, called-out support, should a Priority 1 incident be raised, again as outlined in the relevant work instructions.
 - 8.5. As agreed in the relevant Statement of Work

9. Technical Requirements

- 9.1. Technical Requirements Home Office utilises the Skills for the Information Age (SFIA) framework, (currently version 7.0) observing changes will be adopted as the SFIA framework evolves over the life of the contract, for determining Software Engineering engineers' skills, capability, and charge rate.
- 9.2. Home Office reserves the right to assess any Supplier personnel provided under these lots to ensure that skills are commensurate with the levels specified.
- 9.3. If the specific technical skills requested for any role are not at the expected SFIA level the supplier will be required to substitute personnel or provide a training plan for upskilling (all at their cost).
- 9.4. The Supplier is required to maintain a skills matrix for all Supplier personnel engaged in work instructions under this Contract.
- 9.5. The technical standards required for this Contract are detailed below and in each SoW:
- 9.6. Home Office Digital Strategy <https://www.gov.uk/government/publications/uk-digital-strategy>

- 9.7. Home Office Technology Strategy
<https://www.gov.uk/government/publications/home-office-technology-strategy/home-office-technology-strategy>
- 9.8. Government Service Design Manual <https://www.gov.uk/service-manual/browse>
- 9.9. HMG Security Policy Framework
<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>
- 9.10. Government Security Classification Policy
<https://www.gov.uk/government/publications/government-security-classifications>
- 9.11. All CESG Policies and Guidance
- 9.12. Home Office Technology Principles and Standards – Enterprise Architecture
- 9.13. Technology and Methodology Standards and Terms to provide context for ESBA Suppliers (non-exhaustive): TOGAF ADM, BPMN 2.0, W3C WCAG, Archimate 2.0, UML2.0, DevOps, Continuous Integration, Build Automation, Agile Development.

Roles

Staff Grade
SFIA 3 – Apply
SFIA 4 – Enable
SFIA 5 – Advise
SFIA 6 – Influence

10. Community, Engagement and Collaboration

10.1. This section outlines the collaborative principles and expectations for the Supplier in delivering services under the LEDS programme, in coordination with other suppliers.

11. Purpose

- 11.1. The Home Office requires all suppliers to work collaboratively to ensure successful delivery of services within the LEDS programme. This includes:
- 11.2. Open and effective communication: Clear identification of responsibilities, timelines, and dependencies to ensure all parties understand their roles.
- 11.3. Collaborative behaviour: Active participation and cooperation to support smooth service delivery and timely issue resolution.
- 11.4. User-focused delivery: A shared commitment to meeting end-user needs while maintaining accountability for contracted services.
- 11.5. Transparency: Sharing of relevant information to maintain a single, consistent view of programme status (“one version of the truth”).

12. Collaboration Principles

- 12.1. The Supplier shall adopt and promote the following principles:
- 12.2. Defined behaviours: Clear articulation of expected collaborative behaviours across all engagements.
- 12.3. Escalation and remedy: A structured approach to managing and resolving instances of non-collaborative behaviour.
- 12.4. Performance visibility: Use of a traffic light system to monitor and report adherence to collaborative standards.

13. Supplier Responsibilities

The Supplier shall lead by example and set the standard for collaboration by providing:

- Proactive leadership and communication across LEDS workstreams.
- Clear articulation of services, deliverables, and performance indicators.
- Inclusive governance and decision-making processes.
- Mechanisms to resolve inter-supplier issues constructively.
- Defined roles, responsibilities, and accountabilities.
- Access to shared tooling and data to support transparency.
- Training and coaching to embed collaborative values.
- A focus on supplier relationship management to foster long-term cooperation.

14. General Security Requirements

- 14.1. Individuals in the Supplier's team will require, as a minimum, SC clearance. Some individuals may also require NPPV3 or DV clearance.
- 14.2. All staff identified must have or be willing to undergo clearance to the required level.
- 14.3. The level of clearance required will be identified in individual Statements of Work and clearance needs to have been achieved and validated by the Customer before each individual can commence work.
- 14.4. Supplier personnel shall complete the require HO mandatory training which will be identified within each Statement of Works. e.g., protection of HMG information assets.

15. Working Arrangements

- 15.1. The Supplier's team will be required to be located as defined in the work package:
- 15.2. Day rates will be inclusive of travel and subsistence for Services provided by the proximate Supplier.
- 15.3. The Supplier is expected to appoint an Account Manager (non-billing) for the duration of this engagement.

- 15.4. The Supplier shall use their own equipment, except when directed to use Home Office resources to ensure the Supplier can effectively work to Home Office need. Specific requirements will be identified in each Statement of Work.
- 15.5. The Supplier will need to provide their own equipment such as laptops, laptop accessories and mobile phones but must also use Home Office resources when directed in the respective Statement of Work

16. TUPE

- 16.1. Where Transfer of Undertakings Protection of Employment (TUPE) may apply, discussions will be held at the definition of a Statement of Work and necessary arrangements made.

17. Payment

- 17.1. Milestone Payments will be provided on the completion of an Acceptance Certificate by designated Civil Servant, whereby the Customer confirms that the relevant Achievement Criteria have been met and hereby gives the Supplier authority to invoice the Home Office the charges agreed in the contract. Milestones and Delay payment:
- 17.2. Individual Statements of Work will outline clear milestones and the respective payment schedules. The Authority may delay supplier payments where a milestone has not been achieved to the proposed SOW schedule.

18. Pricing Details and Expenses Policy

The Supplier shall ensure:

- 18.1. As part of the Direct Award, its pricing for the Deliverables is in accordance with the Buyer's DDaT Professional Services Target Rate Card Version 1 which can be found in Annex 1 and shall not be greater than those.
- 18.2. That all applicable Charges shall be calculated in accordance with the Pricing Mechanism detailed in the schedule 3 (Charges) (and, if applicable, each SOW) using the following:
 - a. the agreed Day Rates or other rates specified in schedule 3 for Supplier Staff providing the Deliverables (which are exclusive of any applicable expenses and VAT).
 - b. the number of Work Days, or pro rata portion of a Work Day, that Supplier Staff work solely to provide the Deliverables and meet the tasks sets out in the Order Form and, if applicable, each SOW (between the applicable SOW Start Date and SOW End Date).
- 18.3 Further to Paragraph 18.1 of Framework Schedule 3 , the Supplier will provide a detailed breakdown of its Charges for the Deliverables in sufficient detail to enable the Buyer to verify the accuracy of any invoice submitted.

This detailed breakdown will be incorporated into each SOW and include (but will not be limited to):

- a role description of each member of the Supplier Staff;
- a facilities description (if applicable); o the agreed Day Rate for each Supplier Staff;
- any expenses charged for in relation to each Work Day for each Supplier Staff, which must be in accordance with the Buyer's Expenses Policy (if applicable);
- the number of Work Days, or pro rata for every part day, they will be actively be engaged in providing the Deliverables between the SOW Start Date and SOW End Date; and
- the total SOW cost for all Supplier Staff role and facilities in providing the Deliverables.

18.4 If a Capped Time and Materials or Fixed Price has been agreed for a particular SOW:

- the Supplier shall continue to work on the Deliverables until they are satisfactorily complete and accepted by the Buyer at its own cost and expense where the Capped or Fixed Price is exceeded; and
- the Buyer will have no obligation or liability to pay any additional Charges or cost of any part of the Deliverables yet to be completed and/or Delivered after the Capped or Fixed Price is exceeded by the Supplier.
- The Supplier acknowledges and accepts that any cost overruns or additional effort required to complete the Deliverables shall be borne solely by the Supplier;
- No variation to the agreed Charges shall be valid unless expressly agreed in writing by the Buyer in accordance with the contract's change control procedure;
- The Buyer reserves the right to withhold acceptance of Deliverables that do not meet the agreed specifications, quality standards, or timelines, regardless of the Supplier's incurred costs beyond the agreed price.
- the Supplier shall, upon request, provide a detailed breakdown of the basis on which the Fixed Price was calculated. This breakdown shall include, but not be limited to, estimated resource effort, applicable rates, third-party costs, assumptions, and any other relevant components. The purpose of this requirement is to enable the Buyer to verify the reasonableness and accuracy of the Charges and ensure compliance.

18.5 All risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges;

- Potential Providers shall be wholly responsible for any and all travel and Expenses; except in instances where the agreed SoW specifically articulates travel costs and expenses are recoverable.
- Any claim for travel cost and expenses should be pre agreed with the buyer and comply with the buyers Policy on Travel and Expenses at Annex 1

Annex 1 (**Expense Policy**)



Home Office Travel
and Expenses Policy 2

Annex 2 (**DDaT Professional Services Target Rate Card Version 1**)

Will be provided upon request.

19. **Definitions**

Expression or Acronym	Definition
GDS	Government Digital Services
DDAT	Digital Data and Technology
	His Majesties Passport Office
Milestone	Identifies a task or a deliverable placed on the Supplier
SoW	Statement of Work
LEDS	Law Enforcement Data Service
IR35	HMRC Off Payroll Working legislation
Credible	Capable of persuading the Buyer that something will happen or be successful
Partner	Adopts the DDaT vision and is openly and honestly committed to making the contract work.
Collaborate	Working jointly with DDaT stakeholders and the wider HO to achieve the desired project outcomes.
Skills	The ability to complete a task that requires a specialist or qualified knowledge.
Value for Money	finding the best way to use public resources to deliver OFFICIAL Central Software Engineering policy objectives and contract obligations
Objective	a description of a goal to be attained
Value Add	describe special improvements, often intended to generate additional benefits that can be quantified in financial or community terms

Community	is intended to help the wider Home Office and DDaT functions achieve a fundamental goal, through information sharing between employees as well as Suppliers and people outside these Departments
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Key Milestones and Deliverables

Milestones/ Deliverable	Description	Timeframe or Delivery Date
Continuous improvement	The Supplier shall comply with the schedule 11 Continuous Improvement	Within 60 days of the contract signature, if applicable
Business Continuity and Disaster Recovery	The Supplier shall comply with the Core Terms and schedule 14 and deliver a BCDR plan	Within 20 days of the contract signature,
Exit Management	The Supplier shall comply with the provisions of schedule 30 exit management and deliver an Exit plan	within 3 months of contact signature and updated at 6- monthly intervals thereafter
Insurance	The supplier shall comply with the provisions of schedule 22.	Within the 15 days of the contract signature.
Cyber Security	The Supplier shall comply with the provisions of schedule 16 and provide evidence of valid cyber security.	Within 2 weeks of contract signature and annually thereafter.
IR35	The supplier shall as per the scope of listed in each SoW, Off payroll (IR35) Legislation - Assessment of Contract Status, submit the Declaration of Employment Status for Tax” template.	Within 1 month of contract signature.
Social Value	Provide a minimum of 1 reporting metrics (KPI’s) that can be used to demonstrate and build on your commitment to tackle under representation within your organisation and/or supply chain for this contract.	Within 3 Months of contract signature
Service Levels and Balanced Scorecard	To meet the obligations of Call-Off Schedule 10 (Service Levels and Balanced Scorecard).The Supplier shall provide the Buyer	Every month

	with details of how the process in respect of the monitoring and reporting of KPIs in the Balanced Scorecard will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.	
--	--	--

20. MANAGEMENT INFORMATION/REPORTING

The Supplier shall attend all reporting and governance meetings as specified in Schedule 13 – Contract Management. These meetings will include, but are not limited to, performance reviews, progress updates, and strategic planning sessions relevant to the delivery of services under this contract.

21. Volume

The Scope of this agreement is fundamentally to provide managed service through individual agreed Statements of Work and as such the Home Office is unable to commit to any minimum resource volumes under the agreement.

22. CONTINUOUS IMPROVEMENT

- 22.1. The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration
- 22.2. The Supplier should present new ways of working to the Authority during monthly Contract review meetings.
- 22.3. Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.
- 22.4. The supplier will be expected to work collaboratively with the buyer throughout the duration of the contract to meet the obligations of schedule 10.

23. ENVIRONMENTAL SUSTAINABILITY

- 23.1. In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Buyer (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.
- 23.2. The supplier will work collaboratively with the buyer throughout the duration of the contract to assist with evidencing point 12 of the Technology Code of Practice [Make your technology sustainable - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/make-your-technology-sustainable) for individual SoW where it is applicable, including developing plans showing how the delivery of this contract over time can increase sustainability by meeting the

outcomes defined in the Greening Government ICT and Digital Services Strategy.

24. Quality Standards

At the request of the HO the Suppliers Engineers resources must be capable of evidencing what best practices and framework they actually adhere to but more importantly they should adapt to HO standards and best practices and will be expected to help LEADS improve these.

25. STAFF AND CUSTOMER SERVICE.

- 25.1. The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 25.2. The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 25.3. The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.
- 25.4. In addition, in performing its obligations under the Contract, the Supplier shall comply with the requirement in schedule 29 Key Supplier Staff.

26. SERVICE LEVELS AND PERFORMANCE

The Authority will measure the quality of the Supplier's delivery by:
The information below lists examples of the required services levels and/or KPI's that the Supplier will be expected to achieve, which are listed in **schedule 10 Performance Level.**

Material KPI
a. Task Efficiency
b. Milestone Completion
c. Balance Score Card
d. Change Request Volume
e. Social Value

27. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 27.1. The Security and Confidentiality requirements will be specified within each Work Package and will vary depending on the SOW scope and in this contract.
- 27.2. Additional security requirements (for example task level Security Management Plans (SMP), Information Security Management (ISMS) Systems or other security requirements) pertaining to specific tools, Home Office teams or other aspects used during the delivery of services under each SoW will be defined at SoW level and part of this contract.
- 27.3. The Customer does expect SMP or ISMS under this Contract.

28. PAYMENT AND INVOICING

- 28.1. The Supplier shall issue Monthly electronic invoices based on the agreed Rate Card for each work package commissioned; excluding where the buyer has specified within their Statement of Work the work package commissioned is delivered via Time and Materials cost model
- 28.2. Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 28.3. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Invoices should be submitted to:



29. SOCIAL VALUE COMMITMENT

The Supplier agrees that, in delivering the Deliverables and fulfilling its obligations under this Contract, it will adhere to the Buyer's social value commitments as set out in the Buyer's Social Value Strategy (embedded below);



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ANNEX A

Statement of Work (SOW) – (SOW NUMBER)

<p>This SOW is under the xxxx contract. All Terms and Conditions of this Contract apply unless otherwise noted.</p>											
SOW Number	[Please contact commercial or HoR for reference number and refer to the process for using centralised contracts. This is particularly important if you are unsure about sourcing decision or anticipate aligned SOWs are required under the collaboration agreement]										
SOW Title											
Buyer	The Secretary of State for the Home Department ('the Buyer')										
Supplier	PA Consulting Services Ltd ('the Supplier')										
Buyer Representative	[Name – Role: This should be the key day-to-day contact (preferably technical) who will work with the supplier lead to ensure effective service leadership] Email: Telephone:										
Supplier Work Package Lead	[Name – Role: The Work Package Lead must be present at all planning meetings, SCRUMS etc to deliver and direct the supplier team] Email: Telephone:										
Start Date	Day/Month/Year										
Duration (months)	Months: Days: End Date:										
Charging Approach	<p>The applicable charging method(s) for this SOW is:</p> <table border="1"> <tr> <td>1. Capped Time and Materials (CTM)</td> <td></td> </tr> <tr> <td>2. Incremental Fixed Price</td> <td></td> </tr> <tr> <td>3. Time and Materials (T&M)</td> <td></td> </tr> <tr> <td>4. Fixed Price</td> <td></td> </tr> <tr> <td>5. A combination of two or more of the above Charging methods.</td> <td></td> </tr> </table>	1. Capped Time and Materials (CTM)		2. Incremental Fixed Price		3. Time and Materials (T&M)		4. Fixed Price		5. A combination of two or more of the above Charging methods.	
1. Capped Time and Materials (CTM)											
2. Incremental Fixed Price											
3. Time and Materials (T&M)											
4. Fixed Price											
5. A combination of two or more of the above Charging methods.											
Invoicing	<p>Purchase Order to be raised prior to, or no later than 10 Working Days from the Start Date.</p> <p>Purchase Order to be raised by: [Name – Email Address] Once SOWs have been agreed the Supplier shall be entitled to raise invoices to the Buyer monthly in arrears.</p> <p>Payment Terms are 30 Calendar Days from receipt of a valid invoice.</p>										

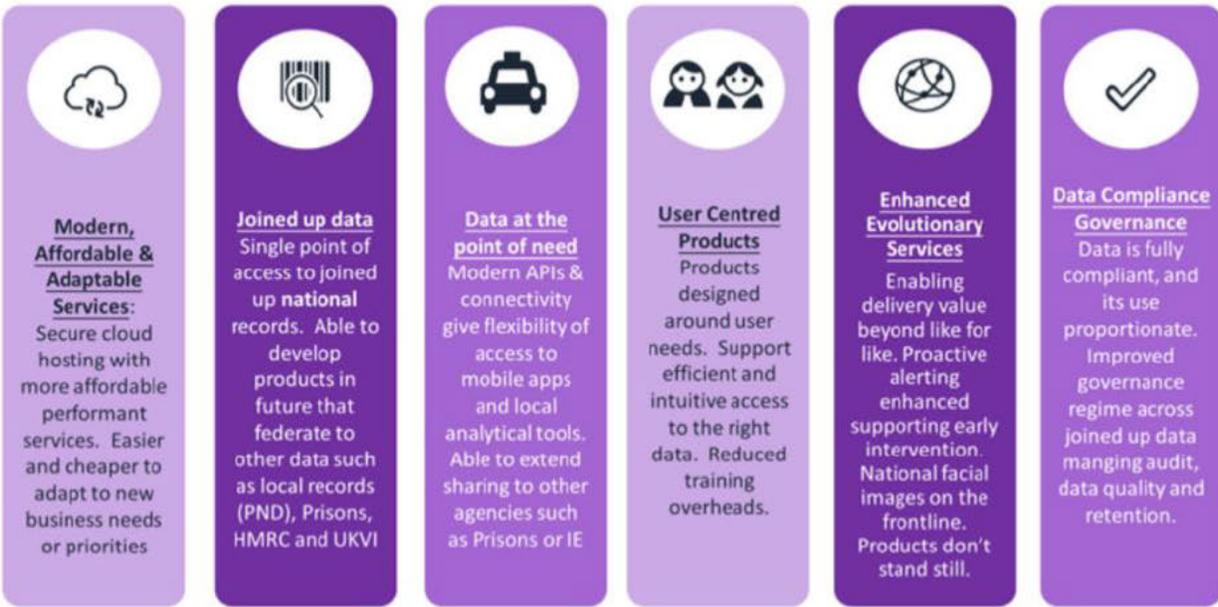
Costing	<p>The Charges under this SOW should be calculated using the xxxxxx and any agreed Charges should be included in this SOW.</p> <p>Further, once finalised, the SOW Pricing Template should only be amended with the agreement of both Parties under Variation.</p>												
Indicative Team Location	<p>The delivery location for this SOW is:</p> <table border="1" data-bbox="444 432 1317 751"> <tr><td>1. London</td><td></td></tr> <tr><td>2. Croydon</td><td></td></tr> <tr><td>3. Manchester</td><td></td></tr> <tr><td>4. Sheffield</td><td></td></tr> <tr><td>5. Working from home – (please confirm base office location)</td><td>X</td></tr> <tr><td>6. Other - (please confirm base office location)</td><td></td></tr> </table>	1. London		2. Croydon		3. Manchester		4. Sheffield		5. Working from home – (please confirm base office location)	X	6. Other - (please confirm base office location)	
1. London													
2. Croydon													
3. Manchester													
4. Sheffield													
5. Working from home – (please confirm base office location)	X												
6. Other - (please confirm base office location)													
Security Clearance Requirement:	<p>The security clearance level required for this SOW is:</p> <table border="1" data-bbox="444 823 1317 1077"> <tr><td>1. BPSS</td><td></td></tr> <tr><td>2. CTC</td><td></td></tr> <tr><td>3. SC</td><td>X</td></tr> <tr><td>4. NPPV3</td><td>X</td></tr> <tr><td>5. DV</td><td></td></tr> <tr><td>6. Other – (please confirm)</td><td></td></tr> </table>	1. BPSS		2. CTC		3. SC	X	4. NPPV3	X	5. DV		6. Other – (please confirm)	
1. BPSS													
2. CTC													
3. SC	X												
4. NPPV3	X												
5. DV													
6. Other – (please confirm)													
Business Continuity	<p>Define any top level BCDR (Business Continuity and Disaster Recovery) requirements.</p> <p>Please provide a link to additional explanation or documentation if this requires elaboration, which may be portfolio processes/ procedures/ documents. This should define any requirements specific to the tools/services/systems being supported, where this will be the responsibility of the Supplier.</p>												
Maximum Value of this SOW	£###,### (Excluding VAT)												
SMP / ISMS / SAL / Other Security Requirements	<p>Where resources are being onboarded under this WP the following Buyer processes shall be adhered to:</p> <ul style="list-style-type: none"> • Attendance at security briefing • Technology Security Team Processes for Systems Access and Tooling • End User Device Agreement <p>Supplier to meet the following Security Criteria:</p> <ul style="list-style-type: none"> • Must read and sign the LEDS SyOps • Must attend the LEDS security briefing • Must read and sign the LECP SyOps 												

GDPR	<p>Consider the Parties position in relation to GDPR/Data Processing under the SOW and if relevant complete ANNEX 1 to this SOW</p> <p>ANNEX 1 completed – No</p>				
TUPE	<p>Does TUPE apply to this SOW, Buyer representative to confirm – delete as appropriate: Yes/No</p> <p>If 'Yes' Parties to discuss and agree TUPE implications under this SOW</p>				
Equipment	<p>The equipment required under this SOW:</p> <table border="1" data-bbox="440 621 1312 1031"> <thead> <tr> <th data-bbox="440 621 634 663">Provider</th> <th data-bbox="634 621 1312 663">Equipment</th> </tr> </thead> <tbody> <tr> <td data-bbox="440 663 634 1031">Buyer</td> <td data-bbox="634 663 1312 1031"> <p>Please list equipment to be provided under this SOW.</p> <p>1. The Buyer will cover distribution of Buyer-approved POISE laptops, including replacements in the event of a faulty device. These devices will comply with the Buyer's security policies and be encrypted.</p> <p>Supplier Staff will only use Buyer equipment for any work carried out under this SoW.</p> </td> </tr> </tbody> </table>	Provider	Equipment	Buyer	<p>Please list equipment to be provided under this SOW.</p> <p>1. The Buyer will cover distribution of Buyer-approved POISE laptops, including replacements in the event of a faulty device. These devices will comply with the Buyer's security policies and be encrypted.</p> <p>Supplier Staff will only use Buyer equipment for any work carried out under this SoW.</p>
Provider	Equipment				
Buyer	<p>Please list equipment to be provided under this SOW.</p> <p>1. The Buyer will cover distribution of Buyer-approved POISE laptops, including replacements in the event of a faulty device. These devices will comply with the Buyer's security policies and be encrypted.</p> <p>Supplier Staff will only use Buyer equipment for any work carried out under this SoW.</p>				

1. **Project Background**

LEDS is a programme that has been established to develop a modernised data service, (the Law Enforcement Data Service - LEDS) to replace the Police National Computer (PNC) and better meet the needs of PNC users. LEDS will consist of several products developed to allow the transitioning of PNC users away from the legacy services.

LEDS Outcomes



Overview of Service

[Provide an overview of the service required under this SOW, focussing on outcomes to be delivered by the service, rather than tasks to be undertaken]

2. Scope of Service

The scope of services outlines the activities the Supplier will undertake under this SOW and the role the Supplier will play. The Supplier will be undertaking the delivery of these outcomes, in whole, or in part, in a multi-disciplinary / multi-vendor environment with multiple parties (other delivery teams) taking responsibility (through identification of dependencies). The Buyer will take accountability for end-to-end delivery using the outcomes delivered via this service.

[Scope to be completed for each SOW by the Buyer – high level description only]

3. Deliverables and Activities

[Definition of outcomes as appropriate]

Under this SOW, the Supplier shall deliver the following Deliverables or outcomes as set out below and to the agreed acceptance criteria:

4. Risks and Mitigations

Recognised risks for this SOW are:

No.	Description	Mitigations	Owner
-----	-------------	-------------	-------

1		Add/delete rows as appropriate	
2			
3			

5. **Buyer Responsibilities/Dependencies**

In addition to the Buyer Responsibilities identified in the Call Off Order Form, the following Buyer Responsibilities shall apply to this SOW:

ID	Description	Estimated due date
1	Add/delete rows as appropriate	
2		
3		

6. **Acceptance Process**

[Buyer to complete the Acceptance Certificate process in accordance with the agreed acceptance criteria, if applicable]

7. **Specific Skills**

[Buyer to confirm if any specific skills are required for the delivery of this service]

8. **Reporting Requirements**

The Supplier shall provide the following management information.

An end of Sprint report will be submitted by the PA's Delivery Manager to the Home Office Delivery Lead via email within a day of the completion of the Sprint to support the bi-weekly delivery managers meeting.

Formal bi-weekly meetings for 60 minutes will also be held between the Home Office and PA Consulting to discuss progress, issues, actions and next steps, including the Home Office Delivery Lead, Technical Lead and Product Lead.

A monthly balance scorecard review will be carried out and the updated balance scorecard will be submitted by PA's Programme Director to the Home Office Delivery Lead.

9. **Payment milestone**

The fixed price fee for **xx** activities within this SOW are **£xxx** exc. VAT.

Payment milestone	Fee (Excl VAT)	Rationale/ calculation

All expenses incurred for travel and subsistence outside the M25 or Home Office base location will be chargeable in line with the Home Office expense policy.

IR35 - Customer to confirm end user status for this SoW. In the event of that the Supplier proposes contractors to deliver the services, the Customer shall carry out its own independent assessment on individual contractors to ensure compliance with IR35. All checks and enquiries should be directed to [REDACTED]. As a precaution Supplier must notify the Customer should any of the proposed, or substituted, resources be off payroll such as contractors.

The standard Working Day, as defined under the Call Off Order Form, shall apply.

10. Invoicing and Payment

The Supplier shall issue invoices to the Buyer in accordance with the billing profile set out in this SOW. The Buyer shall pay the Supplier invoices in line with the agreed Payment Terms under the Call Off Contract.

For fixed price payments will be based on the deliverables and corresponding payment milestones identified.

All prices identified are excluding VAT.

11. Ways of Working

Ways of working will be identified by Supplier Staff, working with the Buyer delivery team, in line with ongoing delivery and stakeholder requirements.

All members will work on Home Office devices and agree to operate within the security and operational guidelines of utilising such devices.

12. Transition

On Buyer instruction, the Supplier shall produce a transition plan detailing a safe and effective transition of service under this SOW to a Civil Servant (if appropriate) as part of the Exit Planning. Such activities shall be Chargeable to the Buyer.

13. Standards & Processes

The following standard shall apply (in addition to the standards detailed in the Call Off contract Order Form) to this SOW:

- GDS Service Standards. Link: <https://www.gov.uk/service-manual/service-standard>
- [Buyer to insert standards and processes (over and above the Order Form) if applicable]

Signatures and Approvals

Agreement of this SOW		
By SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:		
For and on behalf of the Supplier	Name	
	Title	
	Date	
	Signature	
For and on behalf of the Buyer	Name	
	Title	
	Date	
	Signature	

Schedule 3 (Charges)

1. Definitions

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

“Non-indexation period”	The duration of this contract
“Ratecard”	The SFIA 3, 4, 5 and 6 level day rates set out in Table 1 of Annex 1.

2. How Charges are calculated

2.1. The Charges:

- 2.1.1. shall be calculated in accordance with the terms of this Schedule
- 2.1.2. cannot be increased except as specifically permitted by this Schedule and in particular shall only be subject to Indexation where specifically stated in the Award Form; and]
- 2.1.3. Any variation to the Charges payable under a Contract must be agreed between the Supplier and the Buyer and implemented using the procedure set out in this Schedule.

3. The pricing mechanisms

The pricing mechanisms and prices set out in Annex 1 shall be available for use in calculation of Charges in this Contract.

4. Are costs and expenses included in the Charges

4.1. Subject to paragraph 4.2 the Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

- 4.1.1. incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or
- 4.1.2. costs incurred prior to the commencement of this Contract.

4.2. Where the Supplier is required by the Buyer to deliver services in such a way that additional, non-incidental expenses are incurred, the Supplier shall be reimbursed for those expenses in line with the Buyer’s applicable expenses policies which can be found in schedule 2. Any such reimbursable expenses will be documented in the relevant SOW and approved by the Buyer prior to works commencing.

5. When the Supplier can ask to change the Charges

5.1. The Charges will be fixed for the duration of the contract period.

6. Other events that allow the Supplier to change the Charges

6.1. The Charges can also be varied (and Annex 1 will be updated accordingly) due to:

- 6.1.1. a Specific Change in Law in accordance with Clauses 28.7 to 28.8;
- 6.1.2. a request from the Supplier, which it can make at any time, to decrease the Charges; and
- 6.1.3. verification of the Allowable Assumptions in accordance with Paragraph 8.

6.2. The following costs, expenses, fees or charges included in the Charges shall not be subject to adjustment under this Paragraph 7 and shall not be included in the relevant amount or sum for the purposes of Paragraph 7.1:

- 6.2.1. Any costs charged by the Supplier to the Buyer in respect of Supplier Assets or Buyer Assets (including capital costs and installation, maintenance and support costs) which are incurred by the Supplier prior to the relevant adjustment date but which remain to be recovered through the Charges.

6.3. Charges shall not be indexed for the duration of this call-off contract following the Start Date (the "**Non-Indexation Period**").

7. When you will be reimbursed for travel and subsistence

7.1. Expenses shall only be recoverable where:

- 7.1.1. the SOW states that recovery is permitted
- 7.1.2. they are Reimbursable Expenses and are supported by Supporting Documentation.

7.2. The Buyer shall provide a copy of their current expenses policy to the Supplier upon request.

8. Allowable Assumptions

8.1. Any applicable "Allowable Assumptions" will be documented in the SOW and agreed between the Buyer and Supplier prior to work commencing – refer to Annex 2 for details of the type of information to be included.

8.2. Before the end of its associated Verification Period, the Supplier will determine whether each Allowable Assumption is accurate.

8.3. The Buyer will provide the Supplier with reasonable assistance when it is determining if an Allowable Assumption is accurate.

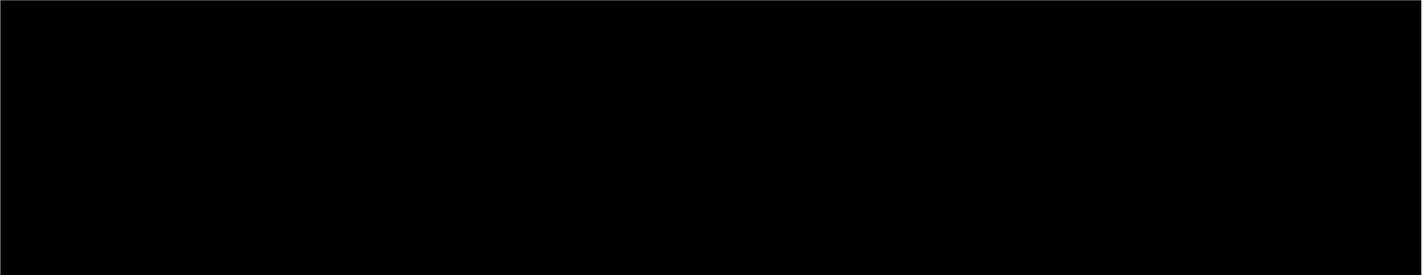
8.4. Within ten (10) Working Days following the end of a Verification Period, the Supplier will send a written report to the Buyer setting out its verification results for the relevant Allowable Assumption, including whether the Charges or Implementation Plan (if applicable) require adjustment.

- 8.5. Each Allowable Assumption will be deemed to be accurate if the Supplier cannot show has an impact on the Charges or the Implementation Plan to the reasonable satisfaction of the Buyer.
- 8.6. If the Supplier can show that an Allowable Assumption has an impact on the Charges then:
- 8.6.1. the Supplier will take all reasonable steps to mitigate the impact of the Allowable Assumption;
- 8.6.2. the Supplier may propose a reasonable Variation arising as a direct result of such impact and such Variation shall be limited by any constraints set out in the Allowable Assumption table in the relevant Statement of Work.

Annex 1 – Rates and Prices

Time and Materials

The Supplier shall not be entitled to include any uplift for risks or contingencies within its day rates. The rates in Table 1 below shall not be subject to variation by way of Indexation.



Fixed/Firm Prices

Where support service requirements are sufficiently clear and defined, the Buyer may ask the Supplier to deliver those services within a fixed/ firm price. The Supplier will provide a fixed/firm price based on the rate card shown in Table 1 above and a risk and/or contingency provision. Fixed/firm prices will be documented in the SOW and agreed with the Buyer before work commences.

As part of the Supplier's continued commitment to value for money, this contract also includes a ■■■ discount on fixed/firm price work. This discount increases to ■■■ on cumulative revenue over ■■■■ on fixed/firm price work for this contract.

Annex 2 – Allowable Assumptions

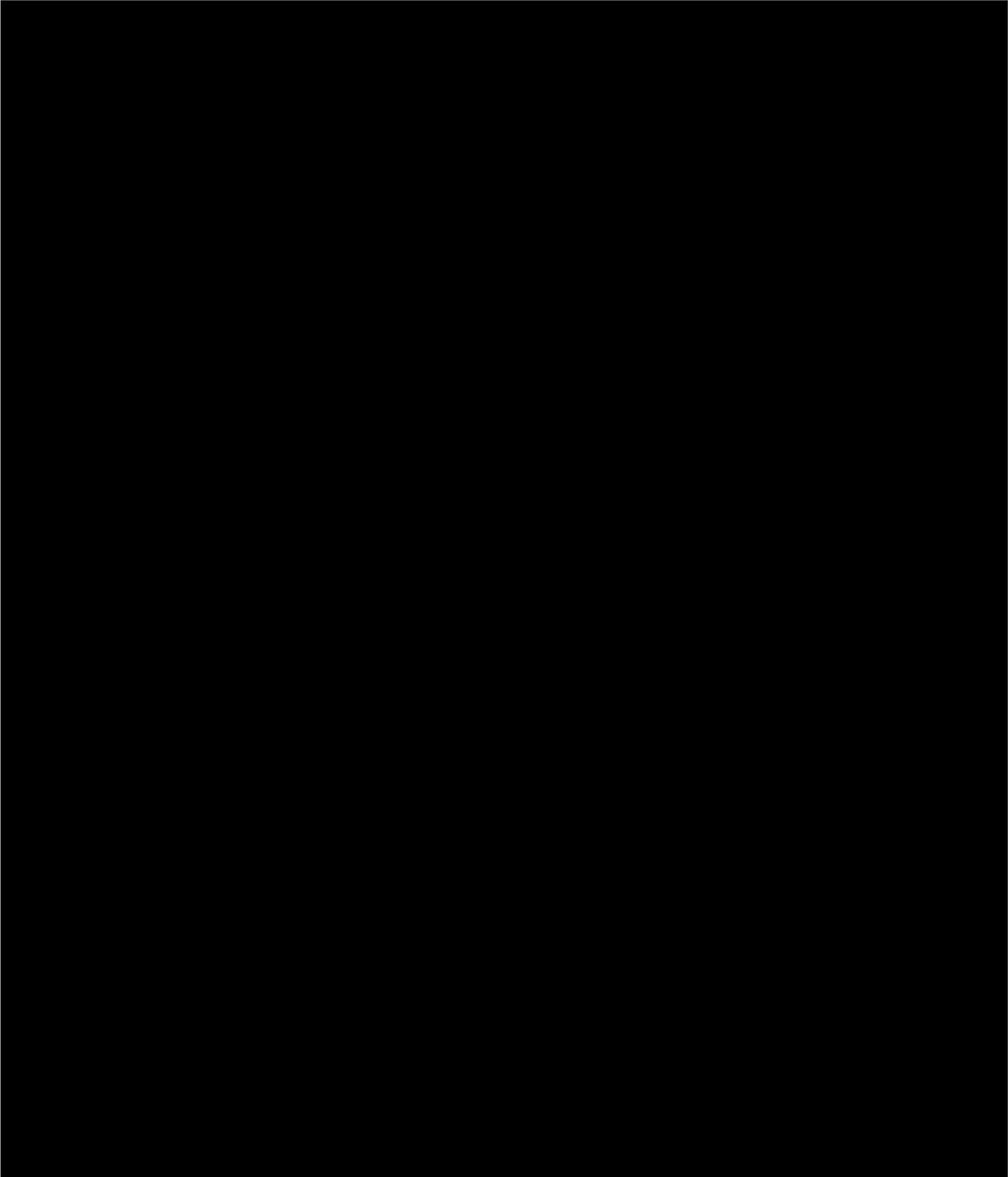
Refer to each Statement of Work for details of the Allowable Assumptions relating to that Statement of Work. Such details shall include the following:

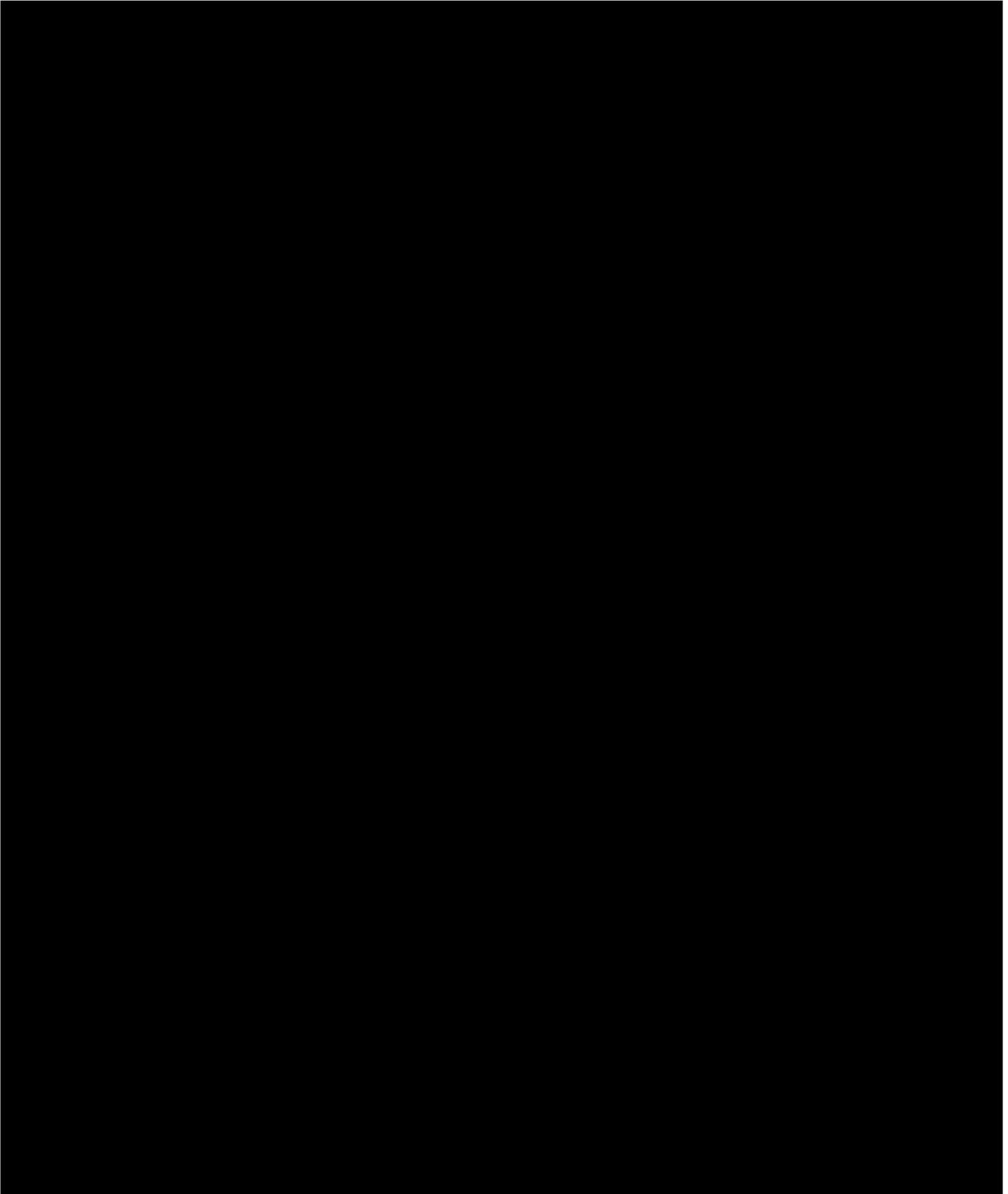
- Description of proposed Allowable Assumption
- Impact if the Allowable Assumption is not accurate
- Cost Impact (maximum, minimum and most likely values if the Allowable Assumption is not accurate)
- Basis of Calculation of Cost Impact
- Verification Method (how the Supplier will verify the Allowable Assumption)

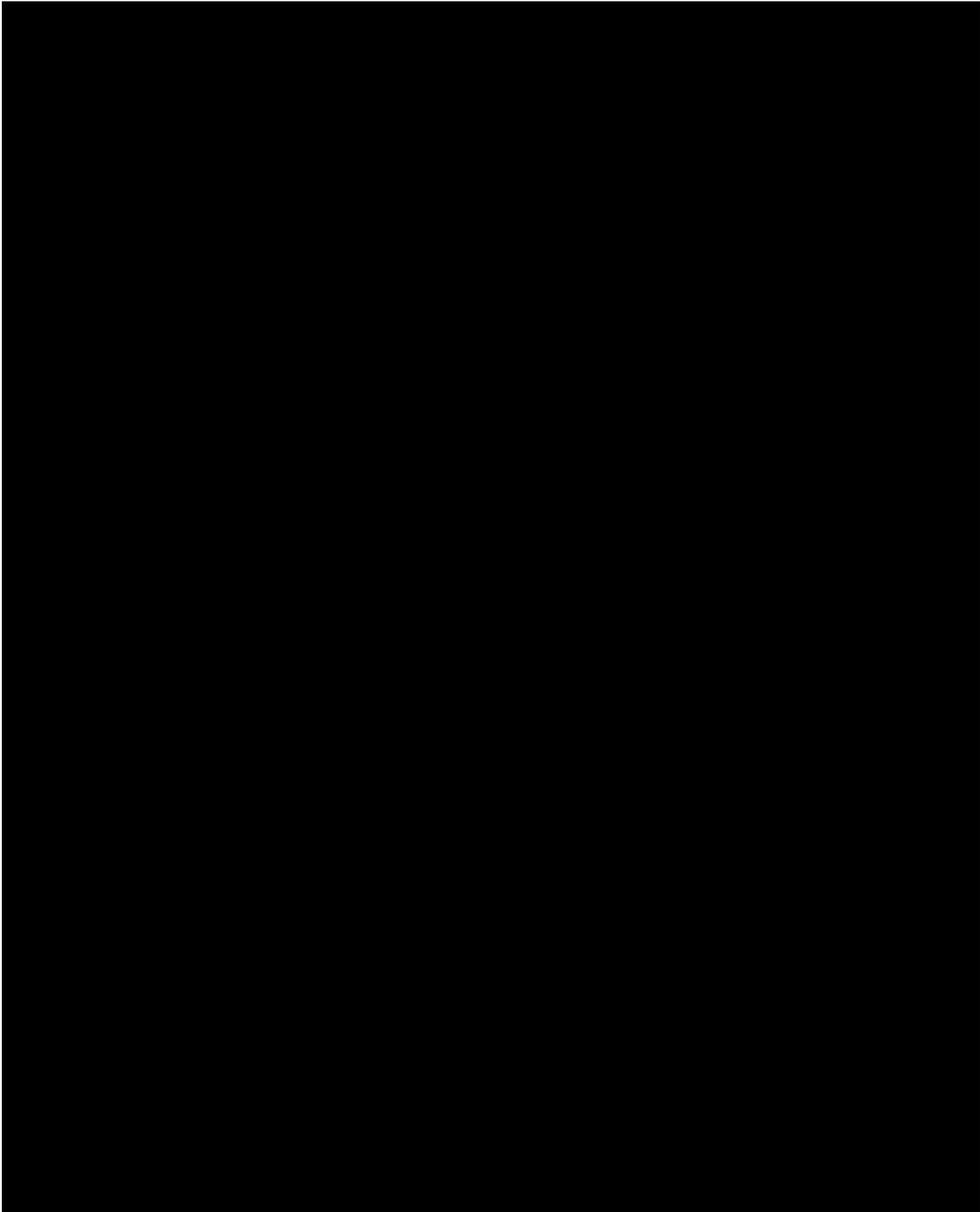
NLEDP Consolidated
Crown Copyright 2025

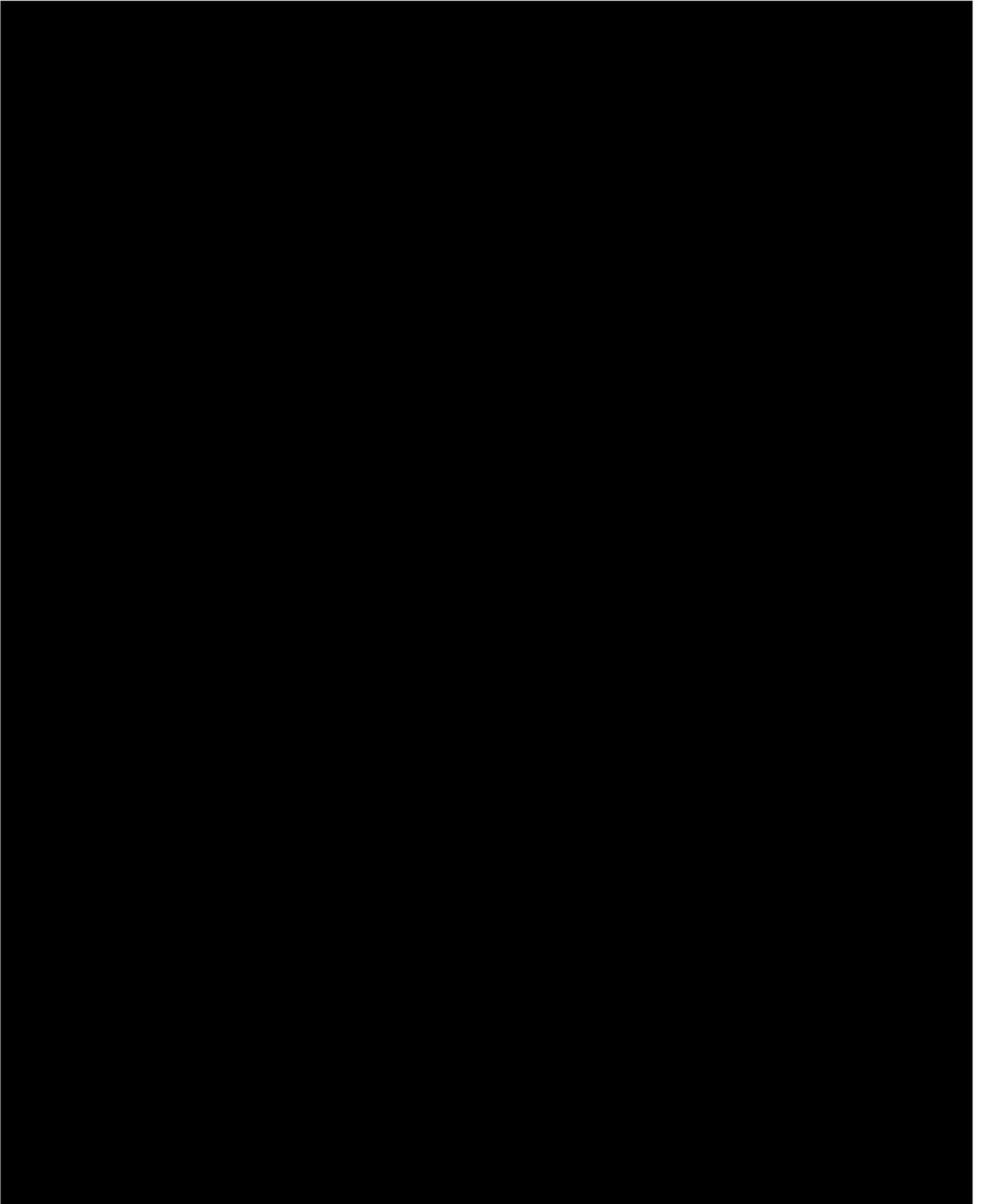
- Trigger for Invocation
- Period of Impact (period that the updated assumption will have an impact)
- Expiry Date (Date at which the Allowable Assumption expires)

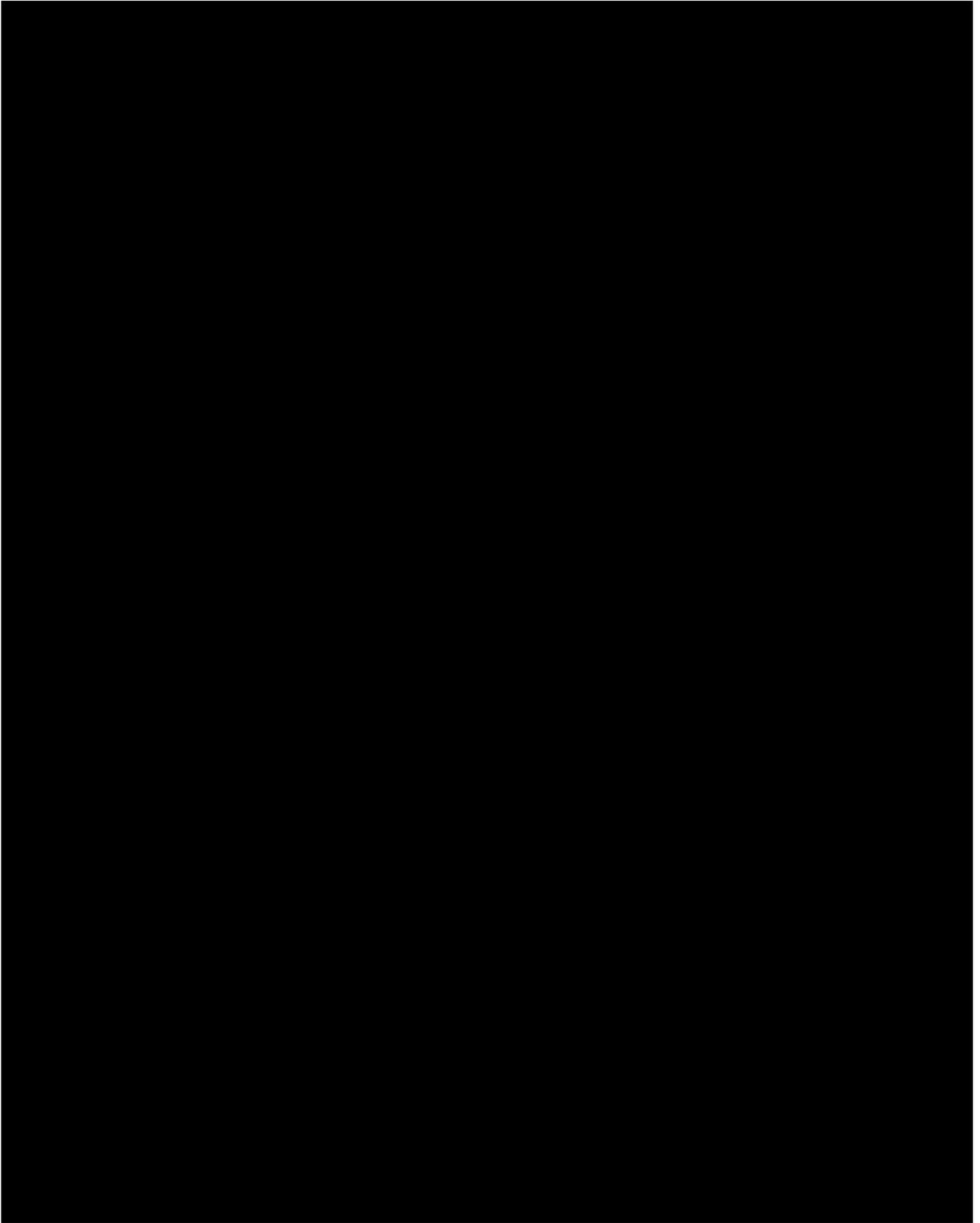
Schedule 4 (Tender)

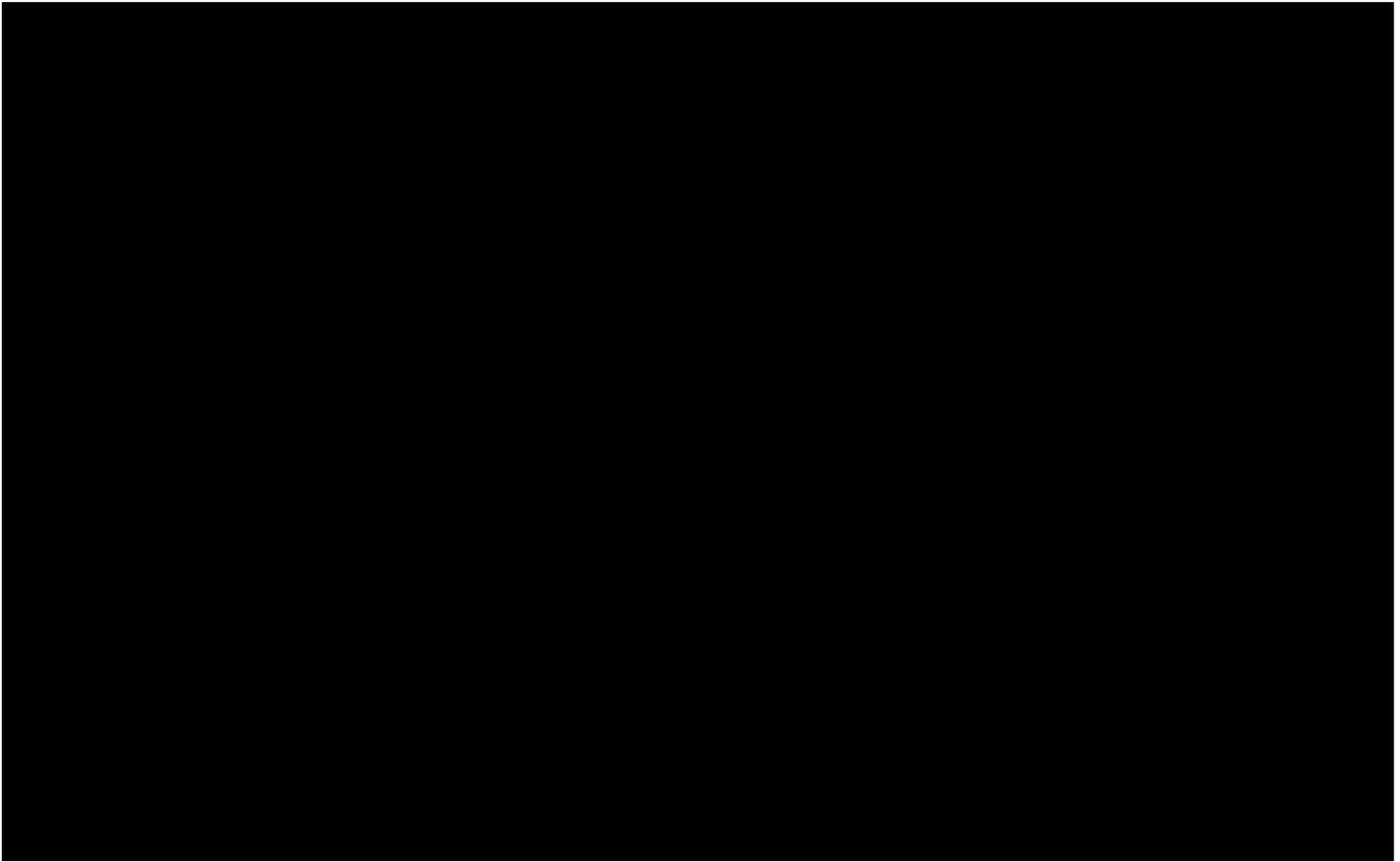








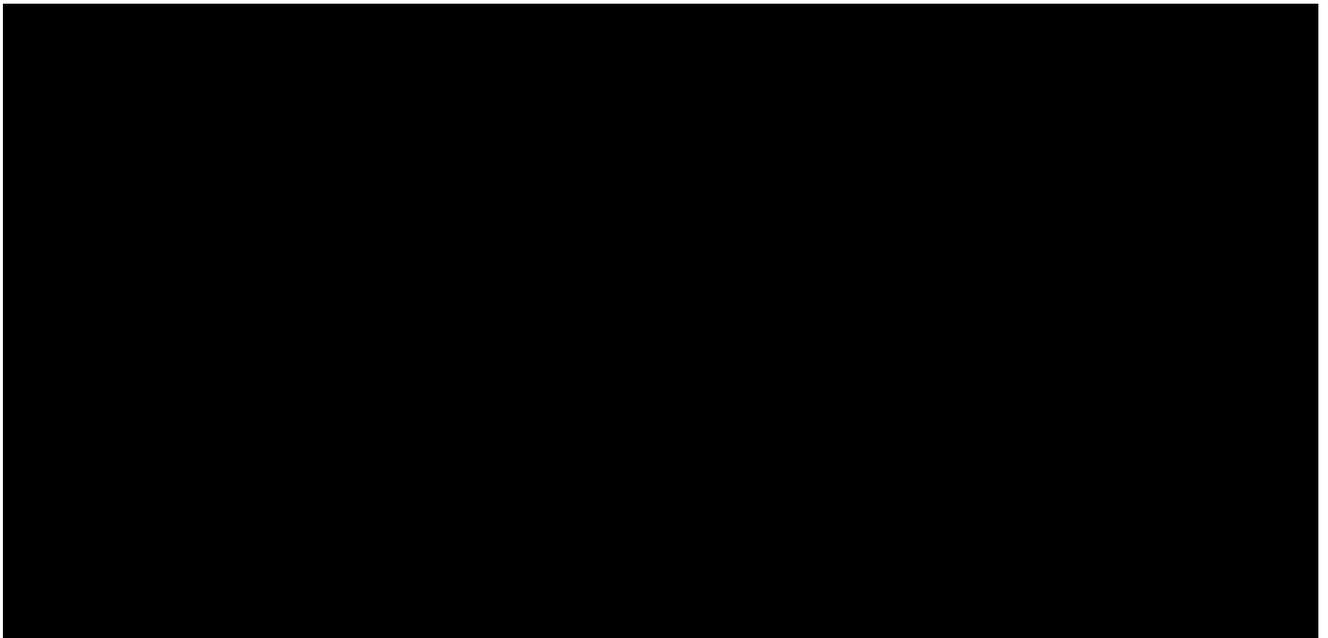




Schedule 5 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1. In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA, the EIRs or under any PPN as well as any information that would be considered sensitive commercial information under Section 94 of the Procurement Act 2023.
- 1.2. Where possible, the Parties have sought to identify when any relevant information will cease to fall into the category of information to which this Schedule applies in the table below and in the Award Form (which shall be deemed incorporated into the table below).
- 1.3. Without prejudice to the Buyer's obligation to disclose information in accordance with the FOIA, the EIRs, any PPN, the Procurement Act 2023 and any regulations published under it, or Clause 20 (*When you can share information*), the Buyer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA, the EIRs, any PPN or Section 94 of the Procurement Act 2023 and any regulations published under it, to the following information:



Part A: Intellectual Property Rights (no ICT Services)

Option 2

7. General Provisions and Ownership of IPR

- 7.1. Any New IPR created under this Contract is owned by the Buyer.

- 7.2. Each Party keeps ownership of its own Existing IPR.
- 7.3. Where either Party acquires, by operation of law, ownership of Intellectual Property Rights that is inconsistent with Paragraphs 7.1 and 7.2, it must assign in writing the Intellectual Property Rights concerned to the other Party on the other Party's request (whenever made).
- 7.4. 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.
- 7.5. 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.
- 7.6. Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR in the table at Annex 1 to this Schedule and keep this updated throughout the Contract Period.
- 7.7. 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 8 and 12, the Supplier must, within 10 Working Days notify the Buyer:
- 7.7.1. the specific Intellectual Property Rights the Buyer has not received licences to; and
 - 7.7.2. the Deliverables affected.
- 7.8. For the avoidance of doubt:
- 7.8.1. except as provided for in Paragraphs 8.3.2.2.3.1 or 12.1.2.2 and 12.1.2.3, the expiry or termination of this Contract does not of itself terminate the licences granted to the Buyer under Paragraphs 8 and 12;
 - 7.8.2. the award of this Contract or the ordering of any Deliverables does not constitute an authorisation by the Crown under:
 - 7.8.2.1. Sections 55 and 56 of the Patents Act 1977;
 - 7.8.2.2. section 12 of the Registered Designs Act 1949; or
 - 7.8.2.3. sections 240 to 243 of the Copyright, Designs and Patents Act 1988.

8. Licences in respect of Supplier Existing IPR

8.1. The Supplier grants the Buyer a Supplier Existing IPR Licence on the terms set out in Paragraph 8.3 in respect of each Deliverable where:

- 8.1.1. the Supplier Existing IPR is embedded in the Deliverable;
- 8.1.2. the Supplier Existing IPR is necessary for the Buyer to use the Deliverable for any of the purposes set out in Paragraph 8.4; or
- 8.1.3. the Deliverable is a customisation or adaptation of Supplier Existing IPR.

8.2. The categories of Supplier Existing IPR described in Paragraph 8.1 are mutually exclusive.

8.3. The Supplier Existing IPR Licence granted by the Supplier to the Buyer is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable, worldwide licence that:

- 8.3.1. in the case of Supplier Existing IPR embedded in a Deliverable:
 - 8.3.1.1. has no restriction on the identity of any transferee or sub-licensee;
 - 8.3.1.2. allows the Buyer and any transferee or sub-licensee to use, copy and adapt the Supplier Existing IPR for any of the purposes set out in Paragraph 8.4; and
 - 8.3.1.3. is subject to the restriction that no sub-licence granted to the Supplier Existing IPR shall purport to provide the sub-licensee with any wider rights than those granted to the Buyer under this Paragraph;
- 8.3.2. in the case of Supplier Existing IPR that is necessary for the Buyer to use the Deliverable for its intended purpose or has been customised or adapted to provide the Deliverable:
 - 8.3.2.1. allows the Buyer and any transferee or sublicensee to use and copy, but not adapt, disassemble or reverse engineer the relevant Supplier Existing IPRs for any of the purposes set out in Paragraph 8.4;
 - 8.3.2.2. is transferrable to only:
 - 8.3.2.2.1. a Crown Body;
 - 8.3.2.2.2. 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

8.3.2.2.3. a person or organisation that is not a direct competitor of the Supplier and that transferee either:

8.3.2.2.3.1. enters into a direct arrangement with the Supplier in the form set out in Annex 2; or

8.3.2.2.3.2. 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*);

8.3.2.3. is sub-licensable to the Replacement Supplier (including where the Replacement Supplier is a competitor of the Supplier) where the Replacement Supplier either:

8.3.2.3.1. enters into a direct arrangement with the Supplier in the form set out in Annex 2; or

8.3.2.3.2. 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*); and

8.3.2.4. is subject to the restriction that no sub-licence granted to the Supplier Existing IPR shall purport to provide the sub-licensee with any wider rights than those granted to the Buyer under this Paragraph.

8.4. For the purposes of Paragraph 8.3, the relevant purposes are:

8.4.1. to allow the Buyer or any End User to receive and use the Deliverables;

8.4.2. to allow the Buyer to commercially exploit the New IPR and New IPR Items; and

8.4.3. for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Public Sector Body, any other Public Sector Body's) business or function.

9. Licences granted by the Buyer

9.1. The Buyer grants the Supplier a licence to the New IPR and Buyer Existing IPR that either:

9.1.1. where terms are agreed by the Buyer and Supplier under Paragraph 10, is on those terms; or

9.1.2. where terms are not agreed by the Buyer and Supplier under Paragraph 10:

9.1.2.1. is non-exclusive, royalty-free and non-transferable;

9.1.2.2. is sub-licensable to any Sub-contractor where:

9.1.2.2.1. 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

9.1.2.2.2. the sub-licence does not purport to provide the sub-licensee with any wider rights than those granted to the Supplier under this Paragraph; and

9.1.2.3. allows the Supplier and any sub-licensee to use, copy and adapt any Buyer Existing IPR for the purpose of fulfilling its obligations under this Contract; and

9.1.2.4. terminates at the end of the Contract Period or the end of any Termination Assistance Period, whichever is the later.

9.2. When the licence granted under Paragraph 9.1 terminates, the Supplier must, and must ensure that each Sub-contractor granted a sub-licence under Paragraph 9.1.2:

9.2.1. immediately cease all use of the Buyer Existing IPR and New IPR (including the Government Data within which the Buyer Existing IPR or New IPR may subsist);

9.2.2. either:

9.2.2.1. at the discretion of the Buyer, return or destroy documents and other tangible materials that contain any of the Buyer Existing IPR, New IPR and the Government Data; or

9.2.2.2. if the Buyer has not made an election within six months of the termination of the licence, destroy the documents and other tangible materials that contain any of the Buyer Existing IPR, the New IPR and the Government Data (as the case may be); and

9.2.3. ensure, so far as reasonably practicable, that any Buyer Existing IPR, New IPR and Government Data held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier.

10. Buyer approval for Supplier to exploit New IPR and Buyer Existing IPR

10.1. Before using, copying or adapting any New 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.

- 10.2. 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 that licence.
- 10.3. The Supplier must provide a proposal setting out:
- 10.3.1. the purpose for which it proposes to use the New IPR;
 - 10.3.2. the activities the Supplier proposes to undertake with or in respect of the New IPR;
 - 10.3.3. any licence the Supplier requests in respect of Buyer Existing IPR;
and
 - 10.3.4. such further information as the Buyer may reasonably require to properly consider the proposal.
- 10.4. The Buyer may only refuse the Supplier's proposal where it considers that if the Supplier were to implement the proposal it would harm:
- 10.4.1. the Buyer's reputation; or
 - 10.4.2. the Buyer's interests.
- 10.5. Where the Buyer has not:
- 10.5.1. approved or declined proposal; or
 - 10.5.2. required further information,
within 20 Working Days of the later of:
 - 10.5.3. the date the proposal was first provided to the Buyer; or
 - 10.5.4. the date on which further information was provided to the Buyer,
- then the proposal is, for the purposes of this Contract, approved.

11. Provision of information on New IPR

- 11.1. The Buyer may, at any time, require the Supplier to provide information on:
- 11.1.1. the purposes, other than for the purposes of this Contract, for which the Supplier uses New IPR; and
 - 11.1.2. the activities the Supplier undertakes, other than under this Contract, with or in respect of the New IPR.
- 11.2. The Supplier must provide the information required by the Buyer:

- 11.2.1. within twenty (20) Working Days of the date of the requirement; and
- 11.2.2. in the form and with the content specified by the Buyer.

12. Licences in respect of Third-party IPR

- 12.1. The Supplier shall not use in the delivery of the Deliverables any Third Party IPR unless:
 - 12.1.1. Approval is granted by the Buyer; and
 - 12.1.2. one of the following conditions is met:
 - 12.1.2.1. 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 12.2;
 - 12.1.2.2. if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a Third Party IPR licence as set out in Paragraph 12.1.2.1, all the following conditions are met:
 - 12.1.2.2.1. the Supplier has notified the Buyer in writing giving details of:
 - 12.1.2.2.1.1. what licence terms can be obtained from the relevant third party; and
 - 12.1.2.2.1.2. whether there are providers which the Supplier could seek to use and the licence terms obtainable from those third parties;
 - 12.1.2.2.2. the Buyer has agreed to accept the licence terms of one of those third parties; and
 - 12.1.2.2.3. 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
 - 12.1.2.3. 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.
- 12.2. The Third Party IPR licence referred to in Paragraph 12.1 is the licence set out in Paragraph 8.3 as if:
 - 12.2.1. the term Third Party IPR were substituted for the term Supplier Existing IPR; and

12.2.2. the term third party were substituted for the term Supplier, in each place they occur.

13. Patents

13.1. 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.

ANNEX 1: NEW IPR AND SPECIALLY WRITTEN SOFTWARE

Name of New IPR	Details
LEDS Person Documented Requirements	The detailed analysis of user needs, and technical operation of the LEDS Person product.
LEDS Person Source Code	The source code from which the LEDS Person software is compiled. This includes all sub-components
LEDS Person Tests	The manual and automated test definitions
LEDS Person Product Documentation	Documentation related to the use of the LEDS Person product
LEDS Person Technical Documentation	Documentation which describes the design (architecture), low level technical choices, and realised system from a technical perspective.
LEDS Person Support Material	Artefacts which describe how the LEDS Person product should and will be supported.

Name of Specially Written Software	Details
LEDS Person	The compiled software known as LEDS Person and all of the components which it is constructed from.

ANNEX 2: FORM OF CONFIDENTIALITY UNDERTAKING

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on [date] 20

BETWEEN:

- (1) [insert name] of [insert address] (the “Sub-licensee”); and
- (2) [insert name] of [insert address] (the “Supplier” and together with the Supplier, the “Parties”).

WHEREAS:

- (A) [insert name of Buyer] (the “Buyer”) and the Supplier are party to a contract dated [insert date] (the “Contract”) for the provision by the Supplier of [insert brief description of services] to the Buyer.
- (B) The Buyer wishes to grant a sub-licence to the Sub-licensee in respect of certain software and intellectual property rights licensed to the Buyer pursuant to this Contract (the “Sub-licence”).
- (C) It is a requirement of this Contract that, before the Buyer grants such sub-licence to the Sub-licensee, the Sub-licensee execute a confidentiality agreement in favour of the Supplier in or substantially in the form of this Agreement to protect the Confidential Information of the Buyer.

IT IS AGREED as follows:

1. Interpretation

1.1 In this Agreement, unless the context otherwise requires:

“Confidential Information”

means:

Information, including all personal data within the meaning of the Data Protection Act 2018, and however it is conveyed, provided by the Buyer to the Sub-licensee pursuant to or in connection with the Sub-licence that relates to:

the Supplier; or

the operations, business, affairs,
developments, intellectual property
rights, trade secrets, know-how
and/or personnel of the Supplier;

the source code and the object code of the
software sub-licensed to the Sub-licensee
pursuant to the Sub-licence together with
build information, relevant design and
development information, technical
specifications of all functionality including
those not included in standard manuals
(such as those that modify system
performance and access levels),
configuration details, test scripts, user
manuals, operating manuals, process
definitions and procedures, and all such
other documentation supplied by the
Supplier to the Buyer pursuant to or in
connection with the Sub-licence;

other Information provided by the Buyer pursuant
to this Agreement to the Sub-licensee that
is clearly designated as being confidential
or equivalent or that ought reasonably to
be considered to be confidential which
comes (or has come) to the Sub-
licensee's attention or into the Sub-
licensee's possession in connection with
the Sub-licence; and

Information derived from any of the above,

but not including any Information that:

was in the possession of the Sub-licensee
without obligation of confidentiality prior to
its disclosure by the Buyer;

was already generally available and in the public
domain at the time of disclosure otherwise
than by a breach of this Agreement or
breach of a duty of confidentiality; or

was independently developed without access to the Information;

- “Information”** means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form); and
- “Sub-licence”** has the meaning given to that expression in recital (B) to this Agreement.

1.2 In this Agreement:

- 1.2.1 a reference to any gender includes a reference to other genders;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 the words “include” and cognate expressions shall be construed as if they were immediately followed by the words “without limitation”;
- 1.2.4 references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;
- 1.2.5 headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and
- 1.2.6 references to Clauses are to clauses of this Agreement.

2. Confidentiality Obligations

- 2.1 In consideration of the Buyer entering into the Sub-licence, the Sub- licensee shall:
- 2.1.1 treat all Confidential Information as secret and confidential;
- 2.1.2 have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);
- 2.1.3 not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Supplier or except as expressly set out in this Agreement;

- 2.1.4 not transfer any of the Confidential Information outside the United Kingdom;
- 2.1.5 not use or exploit any of the Confidential Information for any purpose whatsoever other than as permitted under the Sub-licence;
- 2.1.6 immediately notify the Supplier in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and
- 2.1.7 upon the expiry or termination of the Sub-licence:
 - (a) destroy or return to the Supplier all documents and other tangible materials that contain any of the Confidential Information;
 - (b) ensure, so far as reasonably practicable, that all Confidential Information held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Sub-licensee) from any computer, word processor, voicemail system or any other device; and
 - (c) make no further use of any Confidential Information.

3. Permitted Disclosures

- 3.1 The Sub-licensee may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers who:
 - 3.1.1 reasonably need to receive the Confidential Information in connection with the Sub-licence; and
 - 3.1.2 have been informed by the Sub-licensee of the confidential nature of the Confidential Information; and
 - 3.1.3 have agreed to terms similar to those in this Agreement.
- 3.2 The Sub-licensee shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Sub-licensee.
- 3.3 Before making a disclosure pursuant to Clause 3.2, the Sub-licensee shall, if the circumstances permit:
 - 3.3.1 notify the Supplier in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and

3.3.2 ask the court or other public body to treat the Confidential Information as confidential.

4. General

- 4.1 The Sub-licensee acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Supplier shall remain with and be vested in the Supplier.
- 4.2 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:
- 4.2.1 to grant the Sub-licensee any licence or rights other than as may be expressly stated in the Sub-licence;
- 4.2.2 to require the Supplier to disclose, continue disclosing or update any Confidential Information; or
- 4.2.3 as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of the Sub-licence.
- 4.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 4.4 Without prejudice to any other rights or remedies that the Supplier may have, the Sub-licensee acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Sub-licensee of any of the provisions of this Agreement. Accordingly, the Sub-licensee acknowledges that the Supplier shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.
- 4.5 The maximum liability of the Sub-licensee to the Supplier for any breach of this Agreement shall be limited to ten million pounds (£10,000,000).
- 4.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties has the right to enforce the terms of this Agreement.
- 4.7 Each Party shall be responsible for all costs incurred by it or on its behalf in connection with this Agreement.

4.8 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

5. Notices

5.1 Any notice to be given under this Agreement (each a “**Notice**”) shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in Clause 5.2.

5.2 Any Notice:

5.2.1 if to be given to the Supplier shall be sent to:

[Address]

Attention: [Contact name and/or position, e.g. “The Finance Director”]

5.2.2 if to be given to the Sub-licensee shall be sent to:

[Name of Organisation]

[Address]

Attention: []

6. Governing law

6.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.

6.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

IN WITNESS of the above this Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

For and on behalf of [name of Supplier]

Signature:

Date:

Name:

Position:

For and on behalf of [name of Sub-licensee]

Signature:

Date:

Name:

Position:

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 CSPS Admission Agreement (as defined in Annex D1: CSPS) 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:

- a. redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b. unfair, wrongful or constructive dismissal compensation;
- c. 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;
- d. compensation for less favourable treatment of part-time workers or fixed term employees;
- e. 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 Date and also including any payments arising in respect of pensions;

	<p>f. claims whether in tort, contract or statute or otherwise; and</p> <p>g. 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;</p>
"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: <ul style="list-style-type: none">a. any amendments to that document immediately prior to the Relevant Transfer Date;b. 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 pensions: Procurement of Bulk Transfer Agreements and Related Issues"</i> 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, 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;
"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.
"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:

PART A – D NOT APPLICABLE

- 3.1. [Part A (Staff Transfer At Operational Services Commencement Date – Transferring Employees from the Buyer to the Supplier)];
- 3.2. [Part B (Staff Transfer At Operational Services Commencement Date – Transfer From Former Supplier)];
- 3.3. [Part C (No Staff Transfer Expected On Operational Services Commencement Date)];
- 3.4. Part E (Staff Transfer on Exit) of this Schedule will always apply to this Contract, including:
 - 3.4.1. Annex E1 (List of Notified Subcontractors);
 - 3.4.2. Annex E2 (Staffing Information).

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. not used
 - 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) 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));
 - 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. 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. 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:

- 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 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
 - 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 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.

2.8. If at any point the Replacement Supplier and/or Replacement Subcontractor 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
 - 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;

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).

Annex E1: List of Notified Subcontractors

Annex E2: Staffing Information

EMPLOYEE INFORMATION (ANONYMISED)

Name of Transferor: [Insert name of Transferor]

Number of Employees in-scope to transfer: []

EMPLOYEE DETAILS & KEY TERMS							
Details	Job Title	Grade / band	Work Location	Age	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							

EMPLOYEE DETAILS & KEY TERMS

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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								
	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								

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 allowance s 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								

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	Maternity or paternity or shared parental leave entitlement and pay	Sick leave entitlement and pay	Redundancy pay entitlement (statutory / enhanced / contractual / discretionary)
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			bonuses, allowances, commission or overtime pay?)			
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

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. CSPS, 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						

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 CSPS, 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	If Fair Deal, Best Value or other pension protection applied, which public sector employer did they originally transfer out of and when?

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					their current scheme)?	
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

OTHER

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

Schedule 10 (Performance Levels)

1. Definitions

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 6.1 of Part B of this Schedule;
"Performance Review Meetings"	has the meaning given in Paragraph 6.2.6 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.
"Average per SOW monthly service charge"	the average monthly service charge for any individual SOW. Calculated as total SOW service charge/ SOW duration in months

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

The Supplier shall at all times provide the Deliverables to meet or exceed the KPI Performance Measure for each Key Performance Indicator.

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.

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.

A Service Credit shall be the Buyer's exclusive financial remedy for a KPI Failure except where:

the Supplier has over the previous twelve (12) Month period exceeded the Service Credit Cap; and/or

the KPI Failure:

exceeds the relevant KPI Threshold;

has arisen due to a wilful Default by the Supplier;

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

results in the Buyer being required to make a compensation payment to one or more third parties; and/or

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*).

Critical KPI Failure

On the occurrence of a Critical KPI Failure:

any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

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**"),

provided that the operation of this Paragraph 0 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

4. Key Performance Indicator

If the level of performance of the Supplier:

4.1. is likely to or fails to meet any KPI Performance Measure; or

4.2. 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

4.2.1 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;

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

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

4.2.4 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).

5. Service Credits

5.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

5.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

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Annex to Part A: Key Performance Indicators and Service Credits Table					
Key Performance Indicators (KPIs)					
KPI details					
Key Performance Indicator Performance Criterion	Key Indicator	KPI Threshold	Service Credit	Measurement Period	Exemptions
KPI 01 Task Efficiency	Accuracy /Timelines	100%	0.25% Service Credit gained for each incidence under the specified KPI Performance Measure	Monthly	KPI shall not apply to: <ul style="list-style-type: none"> All SOWs agreed prior to the commencement of this new contract 'NLEDP 266 Person Update - 18823' Any performance issues created either by Buyer actions and/or by other factors outside of the Supplier's control
KPI 02 Milestone Completion	Milestone met as scheduled	Maximum of two missed milestones per SOW	0.25% credit per incidence below target	Per Statement of Work	KPI shall not apply to: <ul style="list-style-type: none"> All SOWs agreed prior to the commencement of this new contract 'NLEDP 266 Person Update - 18823' Any performance issues created either by Buyer actions and/or by other factors outside of the Supplier's control
KPI 03 Balanced Score Card Satisfaction Score	Overall Satisfaction Score (1-5 Scale)	Average score of at least '4' (from the 1-5 scale) Any individual category scoring 2 or lower See definitions and calculation section below for more details.	0.25% credit if quarterly average score is below target (4.0) 0.25% credit if quarterly average score for any individual category is 2 or lower	Quarterly commencing in Q3 FY 2025/26 (first quarterly review to cover the period October to December 2025 inclusive)	KPI shall not apply to: <ul style="list-style-type: none"> All Balance Score Card scores agreed prior to the commencement of this new contract 'NLEDP 266 Person Update - 18823' Any performance issues created either by Buyer actions and/or by other factors outside of the Supplier's control

The Service Credits shall be calculated on the basis of the details set out in the Performance Indicators and Service Credits Table above and in the definitions section below.

Irrespective of KPI performance the total value of all Service Credits under this contract will be capped at 2.5% of the total contract value.

If the Service Provider fails to meet the specified KPI Performance Measure outlined in this Contract or any associated Statement of Work (SOW), the Customer shall be entitled to a service credit equal to 0.25% of the monthly service fee for the relevant SOW for each incidence below the KPI target. Service credits will be calculated monthly based on actual performance against the agreed KPIs.

Worked example

SOW 001 – Feature Team 5 and 6 Delivery Sep to Nov'25

Total SOW service charge = £3,000,000 (excluding VAT)

Total SOW duration = three months

“Average per SOW monthly service charge” = £3,000,000 / 3 = £1,000,000

Total service credit cap for SOW 001 = 2.5% of £1,000,000 = £25,000

Service credits shall be applied to the next invoice following the month in which the underperformance occurred. Service credits are not redeemable for cash and shall only be applied against future invoices under the applicable SoW or Contract.

Mapping of levels of performance under the KPI Performance Measures to ratings under regulation 39(5) of the Procurement Regulations 2024:

Regulation 39(5) Rating (1-5 score)	Level of performance against the KPI Performance Measure	Contextual Guidance
Good (5)	90 - 100 % of KPI Target of above	Supplier meets/exceeds expectation for each SoW
Approaching Target (4)	80% - 89.99% of KPI Target	Slight deviation in delivery, but within acceptable tolerance.
Requires Improvement (3)	70% – 79.99% of KPI target	Noticeable shortfall in one or more SoWs; improvement required
Inadequate (2)	65% of KPI target or below defined KPI threshold (e.g.,95%)	Significant underperformance or failure to meet SoW requirements
Other (1)	KPI not applicable or performance affected by external factors	E.g., SoW delayed due to client-side dependencies or force majeure

Definitions

KPI 01 Task efficiency

The Supplier provides a Draft Statement of Work (SoW) in response to requests for services within 10 working days. SoW drafts should be of a quality that can be accepted with minimal technical changes if required. Ensuring resources are on-boarded following the correct HO processes and that resources have the appropriate skill-set to match

SFIA level. The Supplier must provide draft SOWs at least 20 working days before the start date of works to allow for appropriate HO governance.

Applicability

This KPI shall only apply to service requests, and subsequent SOWs, that have been formally accepted by the Supplier. Acceptance processes may vary across individual service requests and subsequent SOWs but will include, as a minimum:

- Buyer and Supplier team discussion of requirement(s)
- Receipt of a formal service request from the Buyer to the Supplier (in writing via email)
- Where the formal service request from the Buyer has been raised less than 30 working days before the start date of work, the KPI shall not apply
- Supplier review of request and follow up clarification with the Supplier as required
- Receipt of formal service request acceptance from the Supplier to the Buyer (in writing via email)

Measurement Method

Score = Number of Targets missed

Example

For each SOW that fails to meet any of the targets specified below a service credit of 0.25% of the service charge for the relevant SOW will apply.

Target

- Submitted within 10 working days of service request
- Not drafted retrospectively
- Not rejected due to quality or missing info
- Submitted 20 working days before start date
- No onboarding or substitution issues
- Resource has valid SOW coverage

KPI 02 Milestone Completion

The Milestone Completion measures the number of project payment milestones that have been completed on time or within a specified timeframe. It provides insight into project progress, team efficiency, and the likelihood of meeting overall project deadlines.

Milestone dates can only be altered via two processes.

1. **Extension** – triggered by the Supplier in response to delay, additional work, rework or other issues caused by factors within the Supplier's direct control
2. **Reschedule** – triggered by the Buyer or Supplier in response to delay, additional work, rework, change in scope or other issues caused by factors outside the Supplier's direct control.

Milestones altered via the extension process will not alter the original milestone date for the purposes of this KPI. Milestones altered via the reschedule process will replace the original milestone for the purposes of this KPI.

Measurement Method

Milestone Completion = Number of Milestones not completed on time or within a specified timeframe

Target

- No individual SOW to miss delivery of two or more milestones

KPI 03 Balanced Score Card Satisfaction Score

The Balanced Score Card (BSC) provides performance data across four categories of Supplier delivery. Incorporating the BSC into formal performance management strengthens overall contract management and creates clear incentives for desired behaviours. The BSC will also be updated to record Supplier performance against the full set of KPIs applied under this contract. That data will be for information only and will be exempt from the KPI process applied to the BSC.

The BSC is reviewed monthly – providing opportunity to flag any emerging issues and agree mitigation steps before triggering formal performance management KPI processes.

Each quarter, starting in Q3 FY 2025/26, the average scores for each BSC category from the previous three months will be reviewed via the KPI performance process.

Measurement Method

- BSC results at category level are reviewed Quarterly based on an average score across the three months of the quarter
- Each category receives a score based on the aggregate of the scores for each measure included in the category
- Performance will be scored on the 1-5 rating. Target is an average score of at least 4. The scale of 1-5 rating is defined as

Rating (1-5 score)	Contextual Guidance
Good (5)	Supplier meets/exceeds expectation for each SoW
Approaching Target (4)	Slight deviation in delivery, but within acceptable tolerance.
Requires Improvement (3)	Noticeable shortfall in one or more BSC sub-categories; some improvement required
Requires Significant Improvement (2)	Significant underperformance or failure to meet requirements
Inadequate (1)	Failure to meet requirements in one or more BSC categories

If any individual target category scores 2 or below that will automatically trigger a service credit of 0.25% of the service charge for the statement of work (Discovery and Refinement SOW will be used for calculating service credits for this KPI).

Target

- Overall satisfaction score of at least 4 (calculated based on quarterly average, aggregated, category level)
- Zero individual category scores of 2 or below

Example

Balanced score card quarterly results

	Category 1	Category 2	Category 3	Category 4
Aggregate score	5	4	3	4
Quarterly average score	= sum of aggregate scores / 4 = (5+4+3+3) / 4 = 3.75			

Quarterly average score = 3.75 which is below the KPI threshold of 4. This constitutes one incidence of missing the KPI and triggers a service credit of 0.25%.

Service credit calculation

Total service charge for quarter covered by balanced score card for the Discovery and Refinement Statement of Work = £6,000,000 (excluding VAT)

Service credit = 0.25% of average total contract monthly service charge = 0.25% of £6,000,000 = £15,000.

KPI 04 Change Request Volume

Each SOW will document the number, size and value of Epics to be delivered. The specific details of each Epic will be recorded in Appendix X to each SOW to preserve flexibility for the programme to adjust sequencing.

Adjustments to the specific breakdown of Epics contained in Appendix X to each SOW will be exempt from this KPI provided the overall number, size and/or value of Epics covered in the SOW remain the same, subject to written confirmation from the Buyer delivery managers.

Material changes to the scope detailed in the main body of any SOW will be subject to this KPI.

Measurement Method

Formula KPI Score = Number of Change Requests at individual SOW level (excluding agreed changes to Appendix X)

Example:

For SOWs of ≤ 3 months duration

- **1 change request** = no service credit
- **2 change requests** = 0.25%

For SOWs of > 3 months duration

- **Up to 2 change requests** = no service credit
- **3+ change requests** = 0.25% service credit applied for each change request

Target

Max 1 change request for SOWs of <3 months duration

Max 2 change requests for SOWs of >3 months duration

KPI 05 Social Value

The Supplier will support Home Office to deliver against the Social Value Model Theme of **Equal Opportunity: Tackling Workforce Inequality** through delivering initiatives to drive the acquisition of new skills and provide career development opportunities for under-represented groups in the workforce.

This mapping applies to a 13-month contract operating on a no volume and no commitment basis, with Statements of Work (SoWs) drawn down as required.

Accordingly:

- Some KPIs will be assessed per SoW, based on the specific scope and deliverables defined therein.
- Other KPIs may be tracked across the contract duration, especially those related to supplier responsiveness, communication, or cumulative performance.
- KPI thresholds should be clearly defined within each SoW or in the overarching contract schedule.
- Performance monitoring should align with SoW milestones or contract-level reporting cycles.
- No commitment implies that performance evaluation is only applicable when work is commissioned and delivered.

Part B: Performance Monitoring

6. Performance Monitoring and Performance Review

6.1. 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.

6.2. The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process agreed pursuant to Paragraph 6 of Part B of this Schedule and with such frequency as shall be agreed between the Parties pursuant to Paragraph 6.1 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:

- 6.2.1. 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;
 - 6.2.2. a summary of all failures to achieve Key Performance Indicators that occurred during that Service Period;
 - 6.2.3. details of any Critical KPI Failures;
 - 6.2.4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 6.2.5. 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
 - 6.2.6. such other details as the Buyer may reasonably require from time to time.
- 6.3. 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:
- 6.3.1. 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;
 - 6.3.2. be attended by the Supplier's Representative and the Buyer's Representative; and
 - 6.3.3. 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 Buyer's Representative and any other recipients agreed at the relevant meeting.
- 6.4. 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.
- 6.5. 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.

6.6. 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.

6.7. 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 Schedule 11 (Continuous Improvement)

1. Supplier's Obligations

The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.

1.1. The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.

1.2. In addition to Paragraph 1.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Approval. The Continuous Improvement Plan must include, as a minimum, proposals:

- 1.2.1. identifying the emergence of relevant new and evolving technologies;
- 1.2.2. changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
- 1.2.3. new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods,

- likely performance mechanisms and customer support services in relation to the Deliverables; and
- 1.2.4. measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
 - 1.3. The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier for Approval within two (2) Months following the Effective Date.
 - 1.4. The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
 - 1.5. The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
 - 1.6. If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer.
 - 1.7. Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 1.5:
 - 1.7.1. the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 1.7.2. the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
 - 1.8. The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 1.3.
 - 1.9. All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
 - 1.10. Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.

- 1.11. At any time during the Contract Period of this Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Schedule 13 (Contract Management)

1. Definitions

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

"Operational Board"	the board established in accordance with Paragraph 4.1 of this Schedule; and
"Project Manager"	the manager appointed in accordance with Paragraph 2.1 of this Schedule.

2. Project Management

- 2.1. The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2. The 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. Without prejudice to Paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Project Manager

3.1. The Supplier Project Manager shall be:

- 3.1.1. the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
- 3.1.2. able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Project Manager's responsibilities and obligations;
- 3.1.3. able to cancel any delegation and recommence the position themselves; and
- 3.1.4. replaced only after the Buyer has received notification of the proposed change.

3.2. The Buyer may provide revised instructions to the Supplier's Project Manager in regards to this Contract and it will be the Supplier Project Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

3.3. Receipt of communication from the Supplier Project Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under this Contract.

4. Role of The Operational Board

- 4.1. The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2. The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in Annex to the Schedule.
- 4.3. In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4. Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5. The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

- 5.1. Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 5.2. The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 5.2.1. the identification and management of risks;
 - 5.2.2. the identification and management of issues; and
 - 5.2.3. monitoring and controlling project plans.
- 5.3. The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4. The Supplier will maintain a risk register of the risks relating to this Contract which the Buyer and the Supplier have identified.

Annex: Operational Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

Monthly Balance Scorecard meetings (Virtual/Teams) on-going

The Supplier shall provide the Buyer with all necessary supporting information required to complete the Monthly Commercial Balance Scorecard, which will assess the Key Performance Indicators (KPIs) outlined in Schedule 10 (Performance Levels). The scorecard will be developed, drafted, and mutually agreed upon by both parties within the first twenty (20) calendar days from the commencement of the Contract. Monthly review meetings will be held virtually, led by the Supplier, with the specific date for each meeting to be agreed upon in advance by both the Buyer and the Supplier.

Weekly Delivery Board (Virtual/Teams) on-going

The Supplier will be required to provide the Buyer Home Office Commercial Team with a weekly view of progress in the form of a PPT presentation demonstrating progress against the outcomes defined in the SOW and supported with weekly review meetings via Teams.

Engineering and Architecture Board (Virtual/Teams) on-going

The Supplier will be required to gain approval from the Engineering and Architecture Board for any fundamental engineering and/or architecture changes required to deliver the defined outcomes in the SOW. These boards sit once a month and are attended by request. Exceptional boards can be requested for urgent matters.

Business Design Authority (Virtual/Teams) on-going

The Supplier will be required to gain approval from the Business Design Authority BDA for any fundamental business design changes need which are different from how PNC works today. These boards sit once a month and are attended by request. Exceptional boards can be requested for urgent matters.

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 2.1 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. Within twenty (20) Working Days of the Effective Date 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"**).

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:
 - a. failure or disruption scenarios and assessments of likely frequency of occurrence;
 - b. identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - c. identification of risks arising from an Insolvency Event of the Supplier, any Key Subcontractors and/or Supplier Group member;
 - d. identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - e. 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**";
- 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;
- 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;
 - 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).
- 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 16 (Security) (Development)

Buyer Options

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:

Buyer risk assessment (see Paragraph 0)		
The Buyer has assessed this Contract as:	a higher-risk agreement	<input checked="" type="checkbox"/>
	a standard agreement	<input type="checkbox"/>
Certifications (see Paragraph 9.4) (applicable only for standard risk agreements)		
Where the Buyer has assessed this Contract as a standard risk agreement, the Supplier must have the following Certifications (or equivalent):	Cyber Essentials Plus	<input type="checkbox"/>
	Cyber Essentials	<input type="checkbox"/>
	No certification required	<input type="checkbox"/>
The Supplier must ensure that Higher-risk Sub-contractors have the following Certifications (or equivalent):	Cyber Essentials Plus	<input type="checkbox"/>
	Cyber Essentials	<input type="checkbox"/>
	No certification required	<input type="checkbox"/>
The Supplier must ensure that Medium-risk Sub-contractors have the following Certifications (or equivalent):	Cyber Essentials Plus	<input type="checkbox"/>
	Cyber Essentials	<input type="checkbox"/>
	No certification required	<input type="checkbox"/>
Buyer Security Policies (see Paragraph 5.4)		
The Buyer requires the Supplier to comply with the following policies relating to security management: The LEDS Integrated Management System (IMS) as outlined under 'LEDS in Practice' and LEDS IMS Manager (policies and procedures). The LEDS non-functional requirements and associated critical success factors		<input type="checkbox"/>

<p>Security stories and other requirements as assigned and agreed (within the IMS) by the LEDS Security Architect for Person (policies and procedures)</p> <p>HOCS / Home Office policies and procedures as outline on the Home Office Intranet pages</p> <p>These policies can be found on Confluence Home Office intranet, Security policies, procedures and controls as outlined in the documents / paragraphs reference in Section 2. To be proposed by the supplier and agreed by the buyer Security Lead.</p>		
<p>Secure by Design Questionnaire (Paragraph 12)</p>		
<p>The Buyer requires the Supplier to complete the Secure by Design Questionnaire</p>		<input type="checkbox"/>
<p>Locations (see Paragraph 1 of the Security Requirements)</p>		
<p>The Supplier and Sub--contractors may store, access or Handle Government Data in:</p>	<p>the United Kingdom only</p>	<input checked="" type="checkbox"/>
	<p>any territory as 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)</p>	<input type="checkbox"/>
	<p>anywhere in the world not prohibited by the Buyer</p>	<input type="checkbox"/>
<p>Support Locations (see Paragraph 1 of the Security Requirements)</p>		
<p>The Supplier and Sub-contractors may operate Support Locations in:</p>	<p>the United Kingdom only</p>	<input checked="" type="checkbox"/>
	<p>any territory as 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)</p>	<input type="checkbox"/>

	anywhere in the world not prohibited by the Buyer	<input type="checkbox"/>
Locations for Development Activity (see Paragraph 1 of the Security Requirements)		<input checked="" type="checkbox"/>
The Supplier and Sub-contractors may undertake Development Activity in:	the United Kingdom only	<input checked="" type="checkbox"/>
	any territory as 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)	<input type="checkbox"/>
	anywhere in the world not prohibited by the Buyer	<input type="checkbox"/>

Supplier obligations

Where the Buyer has assessed this Contract as a higher-risk agreement, the Supplier must comply with all requirements of this Schedule 16 (*Security*).

Where the Buyer has assessed this Contract as a standard risk agreement, the Supplier must comply with all requirements of this this Schedule 16 (*Security*) except:

Paragraph 10.5.5 (*Security Management Plan*);

Paragraph 8.1 of the Security Requirements (*Code Reviews*);

Paragraph 11 of the Security Requirements (*Third-party Software Modules*);

Paragraph 12 of the Security Requirements (*Hardware and software support*);

Paragraph 13 of the Security Requirements (*Encryption*); and

Paragraph 19.21.5 of the Security Requirements (*Access Control*).

Where the Buyer has not made an assessment in the table in Paragraph 1, the Parties must treat this Contract as a higher-risk agreement.

Definitions

In this Schedule 16 (*Security*):

"Anti-virus Software"

software that:

- (a) protects the Supplier Information Management System from the possible introduction of Malicious Software;
- (b) scans for and identifies possible Malicious Software in

- the Supplier Information Management System;
- (c) if Malicious Software is detected in the Supplier Information Management System, so far as possible:
- (i) prevents the harmful effects of the Malicious Software; and
 - (ii) removes the Malicious Software from the Supplier Information Management System;
- "Backup and Recovery Plan"** the document setting out the Suppliers' and Sub-contractors' plans for the back and recovery of any Government Data they Handle;
- "Breach Action Plan"** a plan prepared under Paragraph 23.2.4 of the Security Requirements addressing any Breach of Security;
- "Breach of Security"** the occurrence of:
- (a) any unauthorised access to or use of the Services, the Buyer Premises, the Sites, the Supplier Information Management System and/or any information or data used by the Buyer, the Supplier or any Sub-contractor in connection with this Contract, including the Government Data and the Code;
 - (b) the loss (physical or otherwise), corruption and/or unauthorised disclosure of any information or data, including copies of such information or data, used by the Buyer, the Supplier or any Sub-contractor in connection with this Contract, including the Government Data and the Code; and/or
 - (c) any part of the Supplier Information Management System ceasing to be compliant with the Certification Requirements;
 - (d) the installation of Malicious Software in the:
 - (i) Supplier Information Management System;
 - (ii) Development Environment; or
 - (iii) Developed 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:
 - (i) Supplier Information Management System;
 - (ii) Development Environment; or

- (iii) Developed 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;

"Certification Default"	the occurrence of one or more of the circumstances listed in Paragraph 10.3.3;
"Certification Rectification Plan"	the plan referred to in Paragraph 10.5;
"Certification Requirements"	the requirements set out in Paragraph 10.2.2;
"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: <ul style="list-style-type: none">(a) has been certified by the National Cyber Security Centre;(b) holds "Green Light" status; and(c) is authorised to provide the IT Health Check services required by Paragraph 18.3.2 of the Security Requirements;
"CHECK Team Leader"	an individual with a CHECK Scheme team leader qualification issued by the NCSC;
"CHECK Team Member"	an individual with a CHECK Scheme team member qualification issued by the NCSC;
"Code Review"	a periodic review of the Code by manual or automated means to: <ul style="list-style-type: none">(a) identify and fix any bugs; and(b) ensure the Code complies with:<ul style="list-style-type: none">(i) the requirements of this Schedule 16 (<i>Security</i>);

and

(ii) the Secure Development Guidance;

"Code Review Plan"	the document agreed with the Buyer under Paragraph 9.2.2 of the Security Requirements setting out the requirements for, and frequency of, Code Reviews;
"Code Review Report"	a report setting out the findings of a Code Review;
"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 National Cyber Security Centre;
"Developed System"	the software or system that the Supplier is required to develop under this Contract;
"Development Activity"	any activity relating to the development, deployment maintenance and upgrading of the Developed System, including: <ul style="list-style-type: none">(a) coding;(b) testing;(c) code storage; and(d) deployment;
"Development Environment"	any information and communications technology system and the Sites that the Supplier or its Sub-contractors will use to provide the Development Activity;
"EEA"	the European Economic Area;
"End-user Device"	any personal computers, laptops, tablets, terminals, smartphones or other portable electronic device provided by the Supplier or a Sub-contractor and used in the provision of the Services;
"Email Service"	a service that will send, or can be used to send, emails from the Buyer's email address or otherwise on behalf of the Buyer;

"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 16.1 and in the table below paragraph 16 of https://www.gov.uk/government/publications/government-security-classifications/guidance-11-working-at-official-html ;
"Government Data Register"	the register of all Government Data the Supplier, or any Sub-contractor, receives from or creates for the Buyer, produced and maintained in accordance with Paragraph 23.11.2 of the Security Requirements;
"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 ;
"Higher-risk Sub-contractor"	a Sub-contractor that Handles Government Data that the Buyer, in its discretion, has designated as a Higher-risk Sub-contractor;
"HMG Baseline Personnel Security Standard"	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;
ISO Certification	either of the following certifications when issued by a UKAS-recognised Certification Body: (a) ISO/IEC27001:2013, where the certification was obtained before November 2022, but only until November 2025; and (b) ISO/IEC27001:2022 in all other cases;
"IT Health Check"	security testing of the Supplier Information Management System, insofar as it relates to the Developed System but excluding the Development Environment in accordance with Paragraph 19.1.2 of the Security Requirements;

"Medium-risk Sub-contractor"	a Sub-contractor that Handles Government Data that the Buyer, in its discretion, has designated as a Higher-risk Sub-contractor;
"Modules Register"	the register of Third-party Software Modules required for higher risk agreements by Paragraph 11.3 of the Security Requirements;
"NCSC"	the National Cyber Security Centre;
"NCSC 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/the-cloud-security-principles ;
"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 ;
"NCSC Protecting Bulk Personal Data Guidance"	the NCSC's document "Protecting Bulk Personal Data", as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/protecting-bulk-personal-data ;
"NCSC Secure Design Principles"	the NCSC's document "Secure Design Principles", as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/cyber-security-design-principles/cyber-security-design-principles ;
"OWASP"	the Open Web Application Security Project Foundation;
"OWASP Secure Coding Practice"	the Secure Coding Practices Quick Reference Guide published by OWASP, as updated or replaced from time to time and found at https://owasp.org/www-project-secure-coding-practices-quick-reference-guide/ ;
"OWASP Top Ten"	the list of the most critical security risks to web applications published annually by OWASP and found at https://owasp.org/www-project-top-ten/ ;
"Privileged User"	a user with system administration access to the Supplier Information Management System, or substantially similar access privileges;
"Prohibited Activity"	the storage, access or Handling of Government Data prohibited by a Prohibition Notice;

"Prohibition Notice"	a notice issued under Paragraph 1.10.2 of the Security Requirements;
"Protective Monitoring System"	the system implemented by the Supplier and its Sub-contractors under Paragraph 21 of the Security Requirements to monitor and analyse access to and use of the Supplier Information Management System, the Development Environment, the Government Data and the Code;
"Questionnaire Response"	the Supplier's response to the Secure by Design Questionnaire;
"Register of Support Locations and Third-party Tools"	document setting out, in respect of Support Locations and Third-party Tools: <ul style="list-style-type: none">(a) the nature of the activity performed at the Support Location or by the Third-party Tool on the Code or the Government Data (as applicable);(b) where that activity is performed by individuals, the place or facility from where that activity is performed; and(c) in respect of the entity providing the Support Locations or Third-party Tools, its:<ul style="list-style-type: none">(i) full legal name;(ii) trading name (if any)(iii) country of registration;(iv) registration number (if applicable); and(v) registered address;
"Relevant Activities"	those activities specified in Paragraph 1 of the Security Requirements;

**"Relevant
Certifications"**

- (a) for the Supplier:
 - (i) in the case of a higher-risk agreement
 - (A) either:
 - (1) an ISO Certification in respect of the Supplier Information Management System; or
 - (2) where the Supplier Information Management System is included within the scope of a wider ISO Certification, that ISO Certification; and
 - (B) Cyber Essentials Plus;
 - (ii) in the case of a standard agreement, either:
 - (A) the certification selected by the Buyer in Paragraph 0; or
 - (B) where the Buyer has not selected a certification option, Cyber Essentials; and
 - (b) for Higher-risk Sub-contractors and Medium-risk Sub-contractors, either:
 - (i) the certification selected by the Buyer in Paragraph 0; or
 - (ii) where the Buyer has not selected a certification option, Cyber Essentials,
- (or equivalent certifications);

**"Relevant
Convictions"**

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;

**"Remediation
Action Plan"**

the plan prepared by the Supplier in accordance with Paragraph 19.13 to 19.17, addressing the vulnerabilities and findings in an IT Health Check report;

"Remote Location"	a location other than a 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 2.2 of the Security Requirements under which Supplier Staff are permitted to undertake Remote Working;
"Secure by Design Approach"	the Secure by Design policy issued by the Cabinet Office as updated or replaced from time to time, currently found at: https://www.security.gov.uk/policy-and-guidance/secure-by-design/principles/ ;
"Secure by Design Principles"	the Secure by Design Principles issued by the Cabinet Office, as updated or replaced from time-to-time, currently found at https://www.security.gov.uk/guidance/secure-by-design/activities/tracking-secure-by-design-progress ;
"Secure by Design Questionnaire"	the questionnaire in Appendix 4 (<i>Secure by Design Questionnaire</i>), implementing the Secure by Design Principles issued by the Cabinet Office, as updated or replaced from time to time, currently found at https://www.security.gov.uk/policy-and-guidance/secure-by-design/activities/tracking-secure-by-design-progress/ ;
"Secure Development Guidance"	(a) the NCSC's document "Secure development and deployment guidance" as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/developers-collection ; and (b) the OWASP Secure Coding Practice as updated or replaced from time to time;
"Security Management Plan"	the document prepared in accordance with the requirements of Paragraph 10.5.5 and in the format, and containing the information, specified in Appendix Error! Reference source not found. ;
"Security Requirements"	for the purposes of this Schedule 16 (<i>Security</i>) only, the security requirements in Appendix 1 to this Schedule 16 (<i>Security</i>), and this definition shall apply to this Schedule 16 (<i>Security</i>) in place of the definition of Security Requirements in Schedule 1 (<i>Definitions</i>);

"SMP Sub-contractor"	a Sub-contractor that provides cloud-based services on a "one to many" basis, where such Subcontractor will not contract other than on their own contractual terms; and
"Sub-contractor"	<p>for the purposes of this Schedule 16 (<i>Security</i>) only, any individual or entity that:</p> <ul style="list-style-type: none">(a) forms part of the supply chain of the Supplier; and(b) 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, <p>and this definition shall apply to this Schedule 16 in place of the definition of Subcontractor in Schedule 1 (<i>Definitions</i>).</p>
"Supplier Information Management System"	<ul style="list-style-type: none">(a) those parts of the information and communications technology system and the Sites that the Supplier or its Sub-contractors will use to provide the Services;(b) the associated information assets and systems (including organisational structure, controls, policies, practices, procedures, processes and resources); and(c) for the avoidance of doubt includes the Development Environment;
"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>);
"Support Location"	a place or facility where or from which individuals may access or Handle the Code or the Government Data;
"Support Register"	the register of all hardware and software used to provide the Services produced and maintained for Higher Risk Contracts in accordance with Paragraph 12 of the Security Requirements;
"Third-party Software Module"	<p>any module, library or framework that:</p> <ul style="list-style-type: none">(a) is not produced by the Supplier or a Sub-contractor as part of the Development Activity; and

- (b) either:
 - (i) forms, or will form, part of the Code; or
 - (ii) is, or will be, accessed by the Developed System during its operation;

"Third-party Tool" any Software used by the Supplier by which the Code or the Government Data is accessed, analysed or modified or some form of operation is performed on it;

"UKAS" the United Kingdom Accreditation Service;

"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.

4. Introduction

4.1. This Schedule 16 (*Security*) sets out:

4.1.1. the assessment of this Contract as either a:

- a. higher risk agreement; or
- b. standard agreement,
in Paragraph 0;

4.1.2. the arrangements the Supplier must implement before, and comply with when, providing the Services and performing its other obligations under this Contract to ensure the security of:

- a. the Development Activity;
- b. the Development Environment;
- c. the Government Data;
- d. the Services; and
- e. the Supplier Information Management System;

- 4.1.3. the principle of co-operation between the Supplier and the Buyer on security matters, in Paragraph 4.1.7;
- 4.1.4. the Buyer's access to the Supplier Staff and Supplier Information Management System, in Paragraph 7.4;
- 4.1.5. the Certification Requirements, in Paragraph 9.4;
- 4.1.6. the requirements for a Security Management Plan in the case of higher-risk agreements, in Paragraph 10.5.5; and
- 4.1.7. the Security Requirements with which the Supplier and its Sub-contractors must comply.

5. Principles of Security

- 5.1. The Supplier acknowledges that the Buyer places great emphasis on the confidentiality, integrity and availability of the Government Data, and the integrity and availability of the Developed System, and, consequently, on the security of:
 - 5.1.1. the Buyer System;
 - 5.1.2. the Supplier System;
 - 5.1.3. the Sites;
 - 5.1.4. the Services; and
 - 5.1.5. the Supplier's Information Management System.

- 5.2. The Parties shall share information and act in a co-operative manner at all times to further the principles of security in Paragraph 5.

- 5.3. Notwithstanding the involvement of the Buyer in the assurance of the Supplier Information Management System, the Supplier remains responsible for:
 - 5.3.1. the security, confidentiality, integrity and availability of the Government Data when that Government Data is under the control of the Supplier or any of its Sub-contractors;
 - 5.3.2. the security and integrity of the Developed System; and
 - 5.3.3. the security of the Supplier Information Management System.

- 5.4. Where the Supplier, a Sub-contractor or any of the Supplier Staff is granted access to the Buyer System or to the Buyer Equipment, it must comply with and ensure that all such Sub-contractors and Supplier Staff comply with, all rules,

policies and guidance provided to it and as updated from time to time concerning the Buyer System or the Buyer Equipment.

6. Security Requirements

6.1. The Supplier shall:

- 6.1.1. comply with the Security Requirements; and
- 6.1.2. where the relevant option in Paragraph 0 is selected, comply with the Buyer Security Policies;
- 6.1.3. ensure that all Sub-contractors comply with:
 - a. the Security Requirements; and
 - b. where the relevant option in Paragraph 0 is selected, the Buyer Security Policies,
 - c. that apply to the activities that the Sub-contractor performs under its Subcontract, unless:
 - d. Paragraph 6.1.4 applies; or
 - e. the table in Appendix 3 limits the Security Requirements that apply to a Sub-contractor; and
- 6.1.4. where the Buyer has assessed this Contract as a higher-risk agreement, ensure at all times that its provision of the Services and its operation and

management of the Supplier Information Management System complies with the Security Management Plan.

6.2. Where a Sub-contractor is SMP Sub-contractor, the Supplier shall:

- 6.2.1. use reasonable endeavours to ensure that the SMP Sub-contractor complies with all obligations this Schedule 16 (Security) imposes on Sub-contractors, including the Security Requirements;
- 6.2.2. document the differences between those requirements the obligations that the SMP Sub-contractor is prepared to accept in sufficient detail to allow the Buyer to form an informed view of the risks concerned; and
- 6.2.3. take such steps as the Buyer may require to mitigate those risks.

7. Staff

7.1. The Supplier must ensure that at all times it maintains within the Supplier Staff sufficient numbers of qualified, skilled security professionals to ensure the Supplier complies with the requirements of this Schedule 16 (Security).

7.2. The Supplier must appoint:

- 7.2.1. a senior individual within its organisation with accountability for managing security risks and the Supplier's implementation of the requirements of this Schedule 16 (*Security*); and
- 7.2.2. a senior individual within the team responsible for the delivery of the Services with responsibility for managing the security risks to the Supplier Information Management System.

7.3. The individuals appointed under Paragraph 7.1:

- 7.3.1. must have sufficient experience, knowledge and authority to undertake their roles effectively; and
- 7.3.2. are to be designated as Key Staff and treated for the purposes of this Contract as Key Staff, whether or not they are otherwise designated as such.

7.4. The Supplier must review, and if necessary replace, the individuals appointed under Paragraph 7.1 if required to do so by the Buyer.

8. Access to Supplier Staff and Supplier Information Management System

8.1. The Buyer may require, and the Supplier must provide, and ensure that each Sub-contractor provides, the Buyer and its authorised representatives with:

- 8.1.1. access to the Supplier Staff, including, for the avoidance of doubt, the Supplier Staff of any Sub-contractor;
- 8.1.2. access to the Supplier Information Management System, including those parts of the Supplier Information Management System under the control of, or operated by, any Sub-contractor; and
- 8.1.3. such other information and/or documentation that the Buyer or its authorised representatives may require,

to allow the Buyer to audit the Supplier and its Sub-contractors' compliance with this Schedule 16 (*Security*) and the Security Requirements.

8.2. The Supplier must provide the access required by the Buyer in accordance with Paragraph 8:

- 8.2.1. in the case of a Breach of Security within twenty four (24) hours of such a request; and
- 8.2.2. in all other cases, within ten (10) Working Days of such request.

9. Government Data Handled using Supplier Information Management System

9.1. The Supplier acknowledges that the Supplier Information Management System:

- 9.1.1. is intended only for the Handling of Government Data that is classified as OFFICIAL; and
- 9.1.2. is not intended for the Handling of Government Data that is classified as OFFICIAL SENSITIVE, SECRET or TOP SECRET,
- 9.1.3. in each case using the Government Security Classification Policy.

9.2. The Supplier must:

- 9.2.1. not alter the classification of any Government Data; and
- 9.2.2. if it becomes aware that any Government Data classified as OFFICIAL SENSITIVE, SECRET or TOP SECRET is being Handled using the Supplier Information Management System:
 - a. immediately inform the Buyer; and
 - b. follow any instructions from the Buyer concerning that Government Data.

9.3. The Supplier must, and must ensure that Sub-contractors and Supplier Staff, when Handling Government Data, comply with:

- 9.3.1. the Expected Behaviours; and
- 9.3.2. the Security Controls.

9.4. Where there is a conflict between the Expected Behaviours or the Security Controls and this Schedule 16 (*Security*) the provisions of this Schedule 16 (*Security*) shall apply to the extent of any conflict.

10. Certification Requirements

10.1. The Supplier shall ensure that, unless otherwise agreed by the Buyer, both:

- 10.1.1. it; and
- 10.1.2. any Higher-risk Sub-contractor and any Medium-risk Sub-contractor, is certified as compliant with the Relevant Certifications

10.2. Unless otherwise agreed by the Buyer, before it begins to provide the Services, the Supplier must provide the Buyer with a copy of:

- 10.2.1. the Relevant Certifications for it and any Sub-contractor; and
- 10.2.2. in the case of a higher-risk agreement, the any relevant scope and statement of applicability required under the ISO Certifications.

10.3. **The Supplier must ensure that at the time it begins to provide the Services, the Relevant Certifications for it and any Sub-contractor are:**

- 10.3.1. currently in effect;
- 10.3.2. together, cover at least the full scope of the Supplier Information Management System; and
- 10.3.3. are not subject to any condition that may impact the provision of the Services or the Development Activity (the "Certification Requirements").

10.4. The Supplier must notify the Buyer promptly, and in any event within three (3) Working Days, after becoming aware that, in respect of it or any Sub-contractor:

- 10.4.1. a Relevant Certification in respect of the Supplier Information Management System has been revoked or cancelled by the body that awarded it;
- 10.4.2. a Relevant Certification in respect of the Supplier Information Management System has expired and has not been renewed;
- 10.4.3. the Relevant Certifications, together, no longer apply to the full scope of the Supplier Information Management System; or
- 10.4.4. the body that awarded a Relevant Certification has made it subject to conditions, the compliance with which may impact the provision of the Services.

(each a "Certification Default").

10.5. Where the Supplier has notified the Buyer of a Certification Default under Paragraph 10.3.3:

- 10.5.1. the Supplier must, within ten (10) Working Days of the date in which the Supplier provided notice under Paragraph 10.3.3 (or such other period as the Parties may agree) provide a draft plan (a "Certification Rectification Plan") to the Buyer setting out:
 - a. full details of the Certification Default, including a root cause analysis;
 - b. the actual and anticipated effects of the Certification Default;
 - c. the steps the Supplier and any Sub-contractor to which the Certification Default relates will take to remedy the Certification Default;
- 10.5.2. the Buyer must notify the Supplier as soon as reasonably practicable whether it accepts or rejects the Certification Rectification Plan;
- 10.5.3. if the Buyer rejects the Certification Rectification Plan, the Supplier must within five (5) Working Days of the date of the rejection submit

- a revised Certification Rectification Plan and Paragraph 10.5.1 will apply to the re-submitted plan;
- 10.5.4. the rejection by the Buyer of a revised Certification Rectification Plan is a material Default of this Contract; and
- 10.5.5. if the Buyer accepts the Certification Rectification Plan, the Supplier must start work immediately on the plan.

11. Security Management Plan

- 11.1. This Paragraph 10.5.5 applies only where the Buyer has assessed that this Contract is a higher-risk agreement.

Preparation of Security Management Plan

- 11.2. The Supplier shall document in the Security Management Plan how the Supplier and its Sub-contractors shall comply with the requirements set out in this Schedule 16 (*Security*) and the Contract in order to ensure the security of the Development Environment, the Developed System, the Government Data and the Supplier Information Management System.
- 11.3. The Supplier shall prepare and submit to the Buyer within twenty (20) Working Days of the Effective Date, the Security Management Plan, which must include:
- 11.3.1. an assessment of the Supplier Information Management System against the requirements of this Schedule 16 (*Security*), including the Security Requirements;
- 11.3.2. the process the Supplier will implement immediately after it becomes aware of a Breach of Security to restore normal operations as quickly as possible, minimising any adverse impact on the Development Environment, the Developed System, the Government Data, the Buyer, the Services and/or users of the Services; and
- 11.3.3. the following information, so far as is applicable, in respect of each Sub-contractor:
- a. the Sub-contractor's:
 - b. legal name;
 - c. trading name (if any);
 - d. registration details (where the Sub-contractor is not an individual);
 - e. the Relevant Certifications held by the Sub-contractor;
 - f. the Sites used by the Sub-contractor;
 - g. the Development Activity undertaken by the Sub-contractor;

- h. the access the Sub-contractor has to the Development Environment;
 - i. the Government Data Handled by the Sub-contractor;
 - j. the Handling that the Sub-contractor will undertake in respect of the Government Data;
 - k. the measures the Sub-contractor has in place to comply with the requirements of this Schedule 16 (*Security*);
- 11.3.4. the Register of Support Locations and Third-party Tools;
- 11.3.5. the Modules Register;
- 11.3.6. the Support Register;
- 11.3.7. details of the steps taken to comply with:
- a. the Secure Development Guidance; and
 - b. the secure development policy required by the ISO/IEC 27001:2022 Relevant Certifications; and
- 11.3.8. details of the protective monitoring that the Supplier will undertake in accordance with Paragraph 20.7.2 of the Security Requirements, including:
- a. the additional audit and monitoring the Supplier will undertake of the Supplier Information Management System and the Development environment; and
 - b. the retention periods for audit records and event logs.

Approval of Security Management Plan

11.4 The Buyer shall review the Supplier's proposed Security Management Plan as soon as possible and must issue the Supplier with either:

11.4.1. an information security approval statement, which shall confirm that the Supplier may use the Supplier Information Management System to:

- a. undertake the Development Activity; and/or
- b. Handle Government Data; or

11.4.2. a rejection notice, which shall set out the Buyer's reasons for rejecting the Security Management Plan.

11.5 If the Buyer rejects the Supplier's proposed Security Management Plan, the Supplier must prepare a revised Security Management Plan taking the Buyer's reasons into account, which the Supplier must submit to the Buyer for review

within ten (10) Working Days of the date of the rejection, or such other period agreed with the Buyer.

- 11.6 The process set out in Paragraph 0 shall be repeated until such time as the Buyer issues a Risk Management Approval Statement to the Supplier or terminates this Contract.
- 11.7 The rejection by the Buyer of a second revised Certification Rectification Plan is a material Default of this Contract.

Updating Security Management Plan

- 11.8 The Supplier shall regularly review and update the Security Management Plan, and provide such to the Buyer, at least once each year and as required by this Paragraph.

Monitoring

- 11.9 The Supplier shall notify the Buyer within two (2) Working Days after becoming aware of:
 - 11.9.1. a significant change to the components or architecture of the Supplier Information Management System;
 - 11.9.2. a new risk to the components or architecture of the Supplier Information Management System;
 - 11.9.3. a vulnerability to the components or architecture of the Supplier Information Management System using an industry standard vulnerability scoring mechanism;
 - 11.9.4. a change in the threat profile;
 - 11.9.5. a significant change to any risk component;
 - 11.9.6. a significant change in the quantity of Personal Data held within the Service;
 - 11.9.7. a proposal to change any of the Sites from which any part of the Services are provided; and/or
 - 11.9.8. an ISO27001 audit report produced in connection with the Certification Requirements indicates significant concerns.
- 11.9.10. Within ten (10) Working Days of such notifying the Buyer or such other timescale as may be agreed with the Buyer, the Supplier shall make the necessary changes to the Security Management Plan and submit the updated Security Management Plan to the Buyer for review and approval.

12. Secure by Design Questionnaire

- 12.1. This Paragraph 12 applies only when the Buyer has selected the relevant option in Paragraph 0.
- 12.2. The Supplier must complete, by the date and in the format specified by the Buyer, and keep updated the Secure by Design Questionnaire.
- 12.3. The Supplier must provide any explanations or supporting documents required by the Buyer to verify the contents of the Questionnaire Response.
- 12.4. The Supplier must ensure that at all times it provides the Services and operates and manages the Supplier System in the manner set out in its Questionnaire Response.
- 12.5. Where, at any time, the Buyer reasonably considers the Supplier's Questionnaire Responses do not, or do not adequately demonstrate the Supplier's compliance with:
 - 12.5.1. this Schedule;
 - 12.5.2. the Secure by Design Approach;
 - 12.5.3. the Security Management Plan (where applicable); or
 - 12.5.4. any applicable Buyer Security Policies,
 - 12.5.5. the Supplier must, at its own costs and expense and by the date specified by the Buyer:
 - 12.5.6. update the Supplier System to remedy the areas of non-compliance identified by the Buyer;
 - 12.5.7. update the Questionnaire Responses to reflect the changes to the Supplier System; and
 - 12.5.8. re-submit the Questionnaire Responses to the Buyer.
- 12.6. Where the Supplier considers that there is an inconsistency between the explicit or implicit requirements of the Secure by Design Questionnaire and the requirements of this Schedule 16 (*Security*), the Supplier must:
 - 12.6.1. immediately inform the Buyer; and
 - 12.6.2. comply with any instructions from the Buyer to resolve the inconsistency.
- 12.7. Where the instructions from the Buyer have the effect of imposing additional or different requirements on the Supplier than the requirements of this Schedule 16 (*Security*):
 - 12.7.1. the Parties must agree an appropriate Contract Change to amend this Schedule; and
 - 12.7.2. until the agreement of that Contract Change, any inconsistency must be resolved by applying the documents in the following order of precedence:

- a) the requirements of this Schedule 16 (Security);
- b) the Secure by Design Questionnaire; and
- c) the Buyer Security Policies.

13. Withholding of Charges

- 13.1. The Buyer may withhold some or all of the Charges in accordance with the provisions of this Paragraph 13 where:
- 13.1.1. the Supplier in in material Default of any of its obligations under this Schedule 16 (*Security*); or
 - 13.1.2. any of the following matters occurs (where the those matters arise from a Default by the Supplier of its obligations under this this Schedule 16 (*Security*)):
 - a) a Notifiable Default;
 - b) an Intervention Cause; or
 - c) a Step-In Trigger Event.
- 13.2. The Buyer may withhold a amount of the Charges that it considers sufficient, in its sole discretion, to incentivise the Supplier to perform the obligations it has Defaulted upon.
- 13.3. Before withholding any Charges under Paragraph 13 the Buyer must
- 13.3.1. provide written notice to the Supplier setting out:
 - a) the Default in respect of which the Buyer has decided to withhold some or all of the Charges;
 - b) the amount of the Charges that the Buyer will withhold;
 - c) the steps the Supplier must take to remedy the Default;
 - d) the date by which the Supplier must remedy the Default; and
 - e) the invoice in respect of which the Buyer will withhold the Charges; and
 - 13.3.2. consider any representations that the Supplier may make concerning the Buyer's decision.
- 13.4. Where the Supplier does not remedy the Default by the date specified in the notice given under Paragraph 13.3, the Buyer may retain the withheld amount.
- 13.5. The Supplier acknowledges:
- 13.5.1. the legitimate interest that the Buyer has in ensuring the security of the Supplier Information Management System and the Government Data

and, as a consequence, the performance by the Supplier of its obligations under this Schedule 16 (Security); and

13.5.2. that any Charges that are retained by the Buyer are not out of all proportion to the Buyer's legitimate interest, even where:

- a) the Buyer has not suffered any Losses as a result of the Supplier's Default; or
- b) the value of the Losses suffered by the Buyer as a result of the Supplier's Default is lower than the amount of the Charges retained.

13.6. The Supplier may raise a Dispute under the Dispute Resolution Procedure with any decision by the Buyer to:

13.6.1. withhold any Charges under Paragraph 13; or

13.6.2. retain any Charges under Paragraph 13.3.2.

13.7. Any Dispute raised by the Supplier does not prevent the Buyer withholding Charges in respect of:

13.7.1. the decision subject to the Dispute; or

13.7.2. any other matter to which this Paragraph 13 applies.

13.8. Where any Dispute raised by the Supplier is resolved wholly or partially in its favour, the Buyer must return such sums as are specified in any agreement or other document setting out the resolution of the Dispute.

13.9. The Buyer's right to withhold or retain any amount under this Paragraph 13 are in addition to any other rights that the Buyer may have under this Contract or in Law, including any right to claim damages for Losses it suffers arising from the Default.

Appendix 11 - Security Requirements

1. Location

Location for Relevant Activities

1.1. Unless otherwise agreed with the Buyer, the Supplier must, and ensure that its Sub-contractors, at all times:

1.1.1. undertake the Development Activity;

1.1.2. host the Development Environment; and

1.1.3. store, access or Handle Government Data,

(the "**Relevant Activities**") only in the geographic areas permitted by the Buyer in Paragraph 0.

- 1.2. Where the Buyer has not selected an option concerning location in Paragraph 0, the Supplier may only undertake the Relevant Activities in or from:
 - 1.2.1. the United Kingdom; or
 - 1.2.2. a territory 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).
- 1.3. The Supplier must, and must ensure its Sub-contractors undertake the Relevant Activities in a facility operated by an entity where:
 - 1.3.1. the entity has entered into a binding agreement with the Supplier or Sub-contractor (as applicable);
 - 1.3.2. that binding agreement includes obligations on the entity in relation to security management at least as onerous as those relating to Sub-contractors in this Schedule 16 (*Security*);
 - 1.3.3. the Supplier or Sub-contractor has taken reasonable steps to assure itself that the entity complies with the binding agreement;
 - 1.3.4. the Supplier has provided the Buyer with such information as the Buyer requires concerning:
 - a. the entity;
 - b. the arrangements with the entity; and
 - c. the entity's compliance with the binding agreement; and
 - 1.3.5. the Buyer has not given the Supplier a Prohibition Notice under Paragraph 1.10.2.
- 1.4. Where the Supplier cannot comply with one or more of the requirements of Paragraph 1.3:
 - 1.4.1. it must provide the Buyer with such information as the Buyer requests concerning:
 - (a) the security controls in places at the relevant location or locations; and
 - (b) where certain security controls are not, or only partially, implemented the reasons for this;
 - 1.4.2. the Buyer may grant approval to use that location or those locations, and that approval may include conditions; and
 - 1.4.3. if the Buyer does not grant permission to use that location or those locations, the Supplier must, within such period as the Buyer may specify:
 - (a) cease to store, access or Handle Government Data at that location or those locations;
 - (b) sanitise, in accordance with instructions from the Buyer, such equipment within the information and communications

technology system used to store, access or Handle Government Data at that location, or those locations, as the Buyer may specify.

Support Locations

- 1.5. The Supplier must ensure that all Support Locations are located only in the geographic areas permitted by the Buyer.
- 1.6. Where the Buyer has not selected an option concerning location in Paragraph 0, the Supplier may only undertake the Relevant Activities in or from:
 - 1.6.1. the United Kingdom; or
 - 1.6.2. a territory 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).
- 1.7. the Supplier must, and must ensure its Sub-contractors, operate the Support Locations in a facility operated by an entity where:
 - 1.7.1. the entity has entered into a binding agreement with the Supplier or Sub-contractor (as applicable);
 - 1.7.2. that binding agreement includes obligations on the entity in relation to security management equivalent to those relating to Sub-contractors in this Schedule 16 (*Security*);
 - 1.7.3. the Supplier or Sub-contractor has taken reasonable steps to assure itself that the entity complies with the binding agreement; and
 - 1.7.4. the Supplier has provided the Buyer with such information as the Buyer requires concerning:
 - (a) the entity;
 - (b) the arrangements with the entity; and
 - (c) the entity's compliance with the binding agreement; and
 - (d) the Buyer has not given the Supplier a Prohibition Notice under Paragraph 1.10.2.

Third-party Tools

- 1.8. Before using any Third-party Tool, the Supplier must, and must ensure that its Sub-contractors:
 - 1.8.1. enter into a binding agreement with the provider of the Third-party Tool;
 - 1.8.2. the binding agreement includes obligations on the provider in relation to security management equivalent to those relating to Sub-contractors in this Schedule 16 (*Security*);
 - 1.8.3. take reasonable steps to assure itself that the provider complies with the binding agreement;
 - 1.8.4. perform adequate due diligence to determine whether there are any recognised security vulnerabilities with that Third-party Tool;
 - 1.8.5. the Supplier has provided the Buyer with such information as the Buyer requires concerning:
 - (a) the provider;
 - (b) the arrangements with the provider; and
 - (c) the provider's compliance with the binding agreement; and
 - (d) the due diligence undertaken by the Supplier or Sub-contractor; and
 - (e) the Buyer has not given the Supplier a Prohibition Notice under Paragraph 1.11
- 1.9. The Supplier must use, and ensure that Sub-contractors use, only those Third-party Tools included in the Register of Sites, Support Locations and Third-party Tools.
- 1.10. The Supplier must not, and must not allow Sub-contractors to, use:
 - 1.10.1. a Third-party Tool other than for the activity specified for that Third-party Tool in the Register of Sites, Support Locations and Third-party Tools; or
 - 1.10.2. a new Third-party Tool, or replace an existing Third-party Tool, without the permission of the Buyer.

Prohibited Activities

- 1.11. The Buyer may by notice in writing at any time give notice to the Supplier that it and its Sub-contractors must not:
- 1.11.1. undertake or permit to be undertaken some or all of the Relevant Activities or operate Support Locations (a "Prohibited Activity").
 - 1.11.2. in any particular country or group of countries;
 - 1.11.3. in or using facilities operated by any particular entity or group of entities;
or
 - 1.11.4. in or using any particular facility or group of facilities, whether operated by the Supplier, a Sub-contractor or a third-party entity; or
 - 1.11.5. use any specified Third-party Tool,

(a "Prohibition Notice").

- 1.12. **Where the Supplier or Sub-contractor, on the date of the Prohibition Notice:**
- 1.12.1. **undertakes any Prohibited Activities;**
 - 1.12.2. **uses any Support Locations; and**
 - 1.12.3. **or employs any Third-party Tool,**

affected by the notice, the Supplier must, and must procure that Sub-contractors, cease to undertake that Prohibited Activity within forty (40) Working Days of the date of the Prohibition Notice.

2. Physical Security

- 2.1. The Supplier must ensure, and must ensure that Sub-contractors ensure, that:
- 2.1.1. all Sites, locations at which Relevant Activities are performed, or Support Locations ("Secure Locations") have the necessary physical protective security measures in place to prevent unauthorised access, damage and interference, whether malicious or otherwise, to Government Data;
 - 2.1.2. the operator of the Secure Location has prepared a physical security risk assessment and a site security plan for the Secure Location; and
 - 2.1.3. the physical security risk assessment and site security plan for each Secure Location:
 - (a) considers whether different areas of the Secure Location require different security measures based on the functions of each area;
 - (b) adopts a layered approach to physical security;
 - (c) has sections dealing with the following matters:
 - (i) the permitter of the Secure Location;

- (ii) the building fabric;
- (iii) security guarding;
- (iv) visitor and people management;
- (v) server and communications rooms;
- (vi) protection of sensitive data;
- (vii) closed circuit television;
- (viii) automated access and control systems;
- (ix) intruder detection; and
- (x) security control rooms.

2.2. The Supplier must provide the Buyer with the physical security risk assessment and site security plan for any Secure Location within twenty (20) Working Days of a request by the Buyer.

3. Vetting, Training and Staff Access

Vetting before performing or managing Services

3.1. The Supplier must not engage, and must ensure that Sub-contractors do not engage, Supplier Staff in:

- 3.1.1. Development Activity;
- 3.1.2. any activity that provides access to the Development Environment; or
- 3.1.3. any activity relating to the performance and management of the Services unless:
 - 3.1.4. that individual has passed the security checks listed in Paragraph 3.1.5;
 - or
 - 3.1.5. the Buyer has given prior written permission for a named individual to perform a specific role.

3.2. For the purposes of Paragraph 3, the security checks are:

- 3.2.1. the checks required for the HMG Baseline Personnel Security Standard (BPSS) to verify:
 - a. the individual's identity;
 - b. the individual's nationality and immigration status so as to demonstrate that they have a right to work in the United Kingdom;
 - c. the individual's previous employment history; and

- d. that the individual has no Relevant Convictions;
- 3.2.2. national security vetting clearance to the level specified by the Buyer for such individuals or such roles as the Buyer may specify; or
- 3.2.3. such other checks for the Supplier Staff of Sub-contractors as the Buyer may specify.

Exception for certain Sub-contractors

- 3.3. Where the Supplier considers it cannot ensure that a Sub-contractors will undertake the relevant security checks on any Supplier Staff, it must:
 - 3.3.1. as soon as practicable, and in any event within twenty (20) Working Days of becoming aware of the issue, notify the Buyer;
 - 3.3.2. provide such information relating to the Sub-contractor, its vetting processes and the roles the affected Supplier Staff will perform as the Buyer reasonably requires; and
 - 3.3.3. comply, at the Supplier's cost, with all directions the Buyer may provide concerning the vetting of the affected Supplier Staff and the management of the Sub-contractor.

Annual training

- 3.4. The Supplier must ensure, and ensure that Sub-contractors ensure, that all Supplier Staff, complete and pass security training at least once every calendar year that covers:
 - 3.4.1. General training concerning security and data handling; and
 - 3.4.2. Phishing, including the dangers from ransomware and other malware;
 - 3.4.3. and the Secure by Design Principles.

Staff access

- 3.5. The Supplier must ensure, and ensure that Sub-contractors ensure, that individual Supplier Staff can access only the Government Data necessary to allow individuals to perform their role and fulfil their responsibilities in the provision of the Services.
- 3.6. The Supplier must ensure, and ensure that Sub-contractors ensure, that where individual Supplier Staff no longer require access to the Government Data or any part of the Government Data, their access to the Government Data or that part of the Government Data is revoked immediately when their requirement to access Government Data ceases.
- 3.7. Where requested by the Buyer, the Supplier must remove, and must ensure that Sub-contractors remove, an individual Supplier Staff's access to the Government Data, or part of that Government Data specified by the Buyer, as

soon as practicable and in any event within twenty-four (24) hours of the request.

Remote Working

3.8. The Supplier must ensure, and ensure that Sub-contractors ensure, that:

3.8.1. unless otherwise agreed in writing by the Buyer, Privileged Users do not undertake Remote Working; and

3.8.2. 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.

3.9. Where the Supplier or a Sub-contractor wishes to permit Supplier Staff to undertake Remote Working, it must:

3.9.1. prepare and have approved by the Buyer the Remote Working Policy in accordance with this Paragraph;

3.9.2. undertake and, where applicable, ensure that any relevant Sub-contractors undertake, all steps required by the Remote Working Policy;

3.9.3. ensure that Supplier Staff undertake Remote Working only in accordance with the Remote Working Policy; and

3.9.4. 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.

3.10. **The Remote Working Policy must include or make provision for the following matters:**

3.10.1. restricting or prohibiting Supplier Staff from printing documents in any Remote Location;

3.10.2. restricting or prohibiting Supplier Staff from downloading any Government Data to any End-user Device other than an End-user Device that:

a. is provided by the Supplier or Sub-contractor (as appropriate);
and

b. complies with the requirements set out in Paragraph 4 (*End-user Devices*);

c. ensuring that Supplier Staff comply with the Expected Behaviours (so far as they are applicable);

3.10.3. giving effect to the Security Controls (so far as they are applicable);

3.10.4. for each different category of Supplier Staff subject to the proposed Remote Working Policy:

- a. 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;
- b. any identified security risks arising from the proposed Handling in a Remote Location;
- c. the mitigations, controls and security measures the Supplier or Sub-contractor (as applicable) will implement to mitigate the identified risks;
- d. the residual risk levels following the implementation of those mitigations, controls and measures;
- e. when the Supplier or Sub-contractor (as applicable) will implement the proposed mitigations, controls and measures; and
- f. the business rules with which the Supplier Staff must comply; and

3.10.5. how the Supplier or the Sub-contractor (as applicable) will:

- a. communicate the Remote Working Policy and business rules to Supplier Staff; and
- b. enforce the Remote Working Plan and business rules.

3.11. The Supplier may submit a proposed Remote Working Policy to the Buyer for consideration at any time.

3.12. The Buyer must, within twenty (20) Working Days of the submission of a proposed Remote Working Plan, either:

3.12.1. approve the proposed Remote Working Policy, in which case the Supplier must, and ensure that any applicable Sub-contractor, implements the approved Remote Working Plan in accordance with its terms; or

3.12.2. reject the proposed Remote Working Policy, in which case:

- a. the Buyer may set out any changes to the proposed Remote Working Policy the Buyer requires to make the plan capable of approval; and
- b. the Supplier may:
 - i. revise the proposed Remote Working Plan; and
 - ii. re-submit the proposed Remote Working Plan to the Buyer for approval under Paragraph 3.10.5.

4. End-user Devices

- 4.1. The Supplier must manage, and must ensure that all Sub-contractors manage, all End-user Devices on which Government Data or Code is stored or Handled in accordance the following requirements:
 - 4.1.1. the operating system and any applications that store, Handle or have access to Government Data or Code must be in current support by the vendor, or the relevant community in the case of open source operating systems or applications;
 - 4.1.2. users must authenticate before gaining access;
 - 4.1.3. all Government Data and Code must be encrypted using a encryption tool agreed to by the Buyer;
 - 4.1.4. 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;
 - 4.1.5. 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 and Code to ensure the security of that Government Data and Code;
 - 4.1.6. the Supplier or Sub-contractor, as applicable, can, without physical access to the End-user Device, remove or make inaccessible all Government

Data or Code stored on the device and prevent any user or group of users from accessing the device; and

4.1.7. all End-user Devices are within the scope of any Relevant Certification.

4.2. The Supplier must comply, and ensure that all Sub-contractors comply, with the recommendations in NCSC Device Guidance as if those recommendations were incorporated as specific obligations under this Contract.

4.3. Where there any conflict between the requirements of this Schedule 16 (*Security*) and the requirements of the NCSC Device Guidance, the requirements of this Schedule take precedence.

5. Secure Architecture

5.1. The Supplier shall design and build the Developed System in a manner consistent with:

5.1.1. the NCSC's guidance on "Security Design Principles for Digital Services";

5.1.2. where the Developed System will Handle bulk data, the NCSC's guidance on "Bulk Data Principles"; and

5.1.3. the NCSC's guidance on "Cloud Security Principles".

5.2. Where any of the documents referred to in Paragraph 5 provides for various options, the Supplier must document the option it has chosen to implement and its reasons for doing so.

5.3. Notwithstanding anything in the specification for the Developed System or this Contract, the Supplier must ensure that the Developed System encrypts Government Data:

5.3.1. when the Government Data is stored at any time when no operation is being performed on it; and

5.3.2. when the Government Data is transmitted.

5.4. The Supplier must ensure that the Developed System is developed and configured so as to provide for the matters set out in Paragraphs 20.1 to 20.4 of the Security Requirements.

6. Secure Software Development by Design

6.1. The Supplier must, and must ensure that all Sub-contractors engaged in Development Activity, implement secure development and deployment practices to ensure that:

6.1.1. no Malicious Code is introduced into the Developed System or the Supplier Information Management System; and

6.1.2. the Developed System can continue to function in accordance with the Specification:

a. in unforeseen circumstances; and

- b. notwithstanding any attack on the Developed System using common cyber-attack techniques, including attacks using those vulnerabilities identified at any time in the OWASP Top Ten.

6.2. To those ends, the Supplier must, and ensure that all Sub-contractors engaged in Development Activity:

6.2.1. comply with the Secure Development Guidance as if its requirements were terms of this Contract; and

6.2.2. document the steps taken to comply with that guidance.

6.3. In particular, the Supplier must, and ensure that all Sub-contractors engaged in Development Activity:

6.3.1. ensure that all Supplier Staff engaged in Development Activity are:

- a. trained and experienced in secure by design code development; and
- b. provided with regular training in secure software development and deployment;

6.3.2. ensure that all Code:

- a. is subject to a clear, well-organised, logical and documented architecture;
- b. follows OWASP Secure Coding Practice
- c. follows recognised secure coding standard, where one is available;
- d. employs consistent naming conventions;
- e. is coded in a consistent manner and style;
- f. is clearly and adequately documented to set out the function of each section of code;
- g. is subject to appropriate levels of review through automated and non-automated methods both as part of:
 - i. any original coding; and
 - ii. at any time the Code is changed;

ensure that all Development Environments:

- h. protect access credentials and secret keys;
- i. is logically separate from all other environments, including production systems, operated by the Supplier or Sub-contractor;
- j. requires multi-factor authentication to access;

- k. have onward technical controls to protect the Developed System or the Supplier Information Management System in the event a Development Environment is compromised; and
 - l. use network architecture controls to constrain access from the Development Environment to the Developed System or the Supplier Information Management System.
- 6.4. The Supplier must, and must ensure that all Sub-contractors engaged in Development Activity, incorporate into the Developed System any security requirements identified:
- 6.4.1. during any user research concerning the Developed System; or
 - 6.4.2. identified in any business case, or similar document, provided by the Buyer to the Supplier to inform its Development Activity.

7. Code Repository and Deployment Pipeline

- 7.1. The Supplier must, and must ensure that all Sub-contractors engaged in Development Activity:
- 7.1.1. when using a cloud-based code repository for the deployment pipeline, use only a cloud-based code repository that has been assessed against the NCSC Cloud Security Principles;
 - 7.1.2. ensure user access to code repositories is authenticated using credentials, with passwords or private keys;
 - 7.1.3. ensure secret credentials are separated from source code; and
 - 7.1.4. run automatic security testing as part of any deployment of the Developed System.

8. Development and Testing Data

- 8.1. The Supplier must and must ensure that all Sub-contractors engaged in Development Activity, use only anonymised, dummy or synthetic data when using data within the Development Environment for the purposes of development and testing.

9. Code Reviews

- 9.1. **This Paragraph applies where the Buyer has assessed that this Contract is a higher-risk agreement.**

9.2. **The Supplier must:**

9.2.1. **regularly; or**

9.2.2. **as required by the Buyer**

review the Code in accordance with the requirements of this Paragraph 8.1 (a "**Code Review**").

9.3. Before conducting any Code Review, the Supplier must agree with the Buyer:

- 9.3.1. the modules or elements of the Code subject to the Code Review;
- 9.3.2. the development state at which the Code Review will take place;
- 9.3.3. any specific security vulnerabilities the Code Review will assess; and
- 9.3.4. the frequency of any Code Reviews,

(the "Code Review Plan").

For the avoidance of doubt, the Code Review Plan may specify different modules or elements of the Code are reviewed at a different development state, for different security vulnerabilities and at different frequencies.

9.4. The Supplier:

- 9.4.1. must undertake Code Reviews in accordance with the Code Review Plan; and
- 9.4.2. may undertake Code Reviews by automated means if this is consistent with the approach specified in the Code review Plan.

9.5. No later than 10 Working Days after each Code Review, the Supplier must provide the Buyer with a full, unedited and unredacted copy of the Code Review Report.

9.6. Where the Code Review identifies any security vulnerabilities, the Supplier must:

- 9.6.1. remedy these at its own cost and expense;
- 9.6.2. ensure, so far as reasonably practicable, that the identified security vulnerabilities are not present in any other modules or code elements; and
- 9.6.3. modify its approach to undertaking the Development Activities to ensure, so far as is practicable, the identified security vulnerabilities will not re-occur; and
- 9.6.4. provide the Buyer with such information as it requests about the steps the Supplier takes under this Paragraph 9.5.

10. Third-party Software

10.1. The Supplier must not, and must ensure that Sub-contractors do not, use any software to Handle Government Data where the licence terms of that

software purport to grant the licensor rights to Handle the Government Data greater than those rights strictly necessary for the use of the software.

11. Third-party Software Modules

- 11.1. This Paragraph 11 applies only where the Buyer has assessed that this Contract is a higher-risk agreement
- 11.2. Where the Supplier or a Sub-contractor incorporates a Third-party Software Module into the Code, the Supplier must:
 - 11.2.1. verify the source and integrity of the Third-party Software Module by cryptographic signing or such other measure that provides the same level of assurance;
 - 11.2.2. perform adequate due diligence to determine whether there are any recognised security vulnerabilities with that Third-party Software Module;
 - 11.2.3. continue to monitor any such Third-party Software Module so as to ensure it promptly becomes aware of any newly-discovered security vulnerabilities; and
 - 11.2.4. take appropriate steps to minimise the effect of any such security vulnerability on the Developed System.
- 11.3. For the purposes of Paragraph 11.2.1, the Supplier must perform due diligence that is proportionate to the significance of the Third-party Software Module within the Code.
- 11.4. The Supplier must produce and maintain a register of all Third-party Software Modules that form part of the Code (the "Modules Register").
- 11.5. The Modules Register must include, in respect of each Third-party Software Module:
 - 11.5.1. full details of the developer of the module;
 - 11.5.2. the due diligence the Supplier undertook on the Third-party Software Module before deciding to use it;
 - 11.5.3. any recognised security vulnerabilities in the Third-party Software Module; and
 - 11.5.4. how the Supplier will minimise the effect of any such security vulnerability on the Developed System.
- 11.6. The Supplier must:
 - 11.6.1. review and update the Modules Register:
 - a. within ten (10) Working Days of becoming aware of a security vulnerability in any Third-party Software Module; and
 - b. at least once every six (6) months; and

- 11.6.2. **provide the Buyer with a copy of the Modules Register:**
- a. whenever it updates the Modules Register; and
 - b. otherwise when the Buyer requests.

12. Hardware and software support

- 12.1. This Paragraph 12 applies only where the Buyer has assessed that this Contract is a higher-risk agreement
- 12.2. Before using any software as part of the Supplier Information Management System, the Supplier must:
- 12.2.1. perform adequate due diligence to determine whether there are any recognised security vulnerabilities with that software; and
 - 12.2.2. where there are any recognised security vulnerabilities, either:
 - a. remedy vulnerabilities; or
 - b. ensure that the design of the Supplier Information Management System mitigates those vulnerabilities.
- 12.3. The Supplier must ensure that all software used to provide the Services remains at all times in full security support, including any extended or bespoke security support.
- 12.4. The Supplier must produce and maintain a register of all software that form the Supplier Information Management System (the "Support Register").
- 12.5. The Support Register must include in respect of each item of software:
- 12.5.1. any vulnerabilities identified with the software and the steps the Supplier has taken to remedy or mitigate those vulnerabilities;
 - 12.5.2. the date, so far as it is known, that the item will cease to be in mainstream security support; and
 - 12.5.3. the Supplier's plans to upgrade the item before it ceases to be in mainstream security support.
- 12.6. The Supplier must:
- 12.6.1. review and update the Support Register:
 - a. within ten (10) Working days of becoming aware of any new vulnerability in any item of software;
 - b. within ten (10) Working Days of becoming aware of the date on which, or any change to the date on which, any item of software will cease to be in mainstream security report;
 - c. within ten (10) Working Days of introducing new software, or removing existing software, from the Supplier Information Management System; and

- d. at least once every twelve (12) months;
- 12.6.2. provide the Buyer with a copy of the Support Register:
- a. whenever it updates the Support Register; and
 - b. otherwise when the Buyer requests.
- 12.7. Where any element of the Developed System consists of COTS Software, the Supplier shall ensure:
- 12.7.1. those elements are always in mainstream or extended security support from the relevant vendor; and
 - 12.7.2. the COTS Software is not more than one version or major release behind the latest version of the software.
- 12.8. The Supplier shall ensure that all hardware used to provide the Services, whether used by the Supplier or any Sub-contractor is, at all times, remains in mainstream vendor support, that is, that in respect of the hardware, the vendor continues to provide:
- 12.8.1. regular firmware updates to the hardware; and
 - 12.8.2. a physical repair or replacement service for the hardware
- 12.9. The Supplier must ensure that where any software or hardware component of the Supplier Information Management System is no longer

required to provide the Services or has reached the end of its life it is removed or disconnected from the Supplier Information Management System.

13. Encryption

- 13.1. This Paragraph applies where the Buyer has assessed that this Contract is a higher-risk agreement.
- 13.2. Before Handling any Government Data, the Supplier must agree with the Buyer the encryption methods that it and any Sub-contractors that Handle Government Data will use to comply with this Paragraph 13.
- 13.3. Where this Paragraph 13 requires Government Data to be encrypted, the Supplier must use, and ensure that Sub-contractors use, the methods agreed by the Buyer under Paragraph 13.1.
- 13.4. Notwithstanding anything in the specification for the Developed System or this Contract, the Supplier must ensure that the Developed System encrypts Government Data:
 - 13.4.1. when the Government Data is stored at any time when no operation is being performed on it; and
 - 13.4.2. when the Government Data is transmitted
- 13.5. Unless Paragraph 13.5.2 applies, the Supplier must ensure, and must ensure that all Sub-contractors ensure, that Government Data is encrypted:
 - 13.5.1. when stored at any time when no operation is being performed on it, including when stored on any portable storage media; and
 - 13.5.2. when transmitted.
- 13.6. Where the Supplier, or a Sub-contractor, cannot encrypt Government Data as required by Paragraph 13.4.2, the Supplier must:
 - 13.6.1. immediately inform the Buyer of the subset or subsets of Government Data it cannot encrypt and the circumstances in which and the reasons why it cannot do so;
 - 13.6.2. provide details of the protective measures the Supplier or Sub-contractor (as applicable) proposes to take to provide equivalent protection to the Buyer as encryption;
 - 13.6.3. provide the Buyer with such information relating to the Government Data concerned, the reasons why that Government Data cannot be encrypted and the proposed protective measures as the Buyer may require.
- 13.7. The Buyer, the Supplier and, where the Buyer requires, any relevant Sub-contractor shall meet to agree appropriate protective measures for the unencrypted Government Data.
- 13.8. Where the Buyer and Supplier reach agreement, the Supplier must document:

- 13.8.1. the subset or subsets of Government Data not encrypted and the circumstances in which that will occur;
- 13.8.2. the protective measure that the Supplier and/or Sub-contractor will put in place in respect of the unencrypted Government Data.
- 13.9. Where the Buyer and Supplier do not reach agreement within forty (40) Working Days of the date on which the Supplier first notified the Buyer that it could not encrypt certain Government Data, either party may refer the matter to [be determined by an expert in accordance with the Dispute Resolution Procedure].

14. Backup and recovery of Government Data

Backups and recovery of Government Data

- 14.1. The Supplier must backup and recover the Government Data in accordance with the Backup and Recovery Plan to ensure the recovery point objective and recovery time objective in Paragraph 14.3.
- 14.2. Any backup system operated by the Supplier or Sub-contractor forms part of the Supplier System or that Sub-contractor's System to which this Schedule 16 (*Security*) and the Security Requirements apply.

Backup and Recovery Plan

- 14.3. Unless otherwise required by the Buyer, the Backup and Recovery Plan must provide for:
 - 14.3.1. in the case of a full or partial failure of the Supplier System or a Sub-contractor's System:
 - a. a recovery time objective of [insert period]; and
 - b. a recovery point objective of [insert period]; and
 - 14.3.2. a retention period of [insert period].
- 14.4. In doing so, the Backup and Recovery Plan must ensure that in respect of any backup system operated by the Supplier or a Sub-contractor:
 - 14.4.1. the backup location for Government Data is sufficiently physically and logically separate from the rest of the Supplier System or a Sub-

contractor's System that it is not affected by any Disaster affecting the rest of the Supplier System or a Sub-contractor's System;

- 14.4.2. there is sufficient storage volume for the amount of Government Data to be backed up;
- 14.4.3. all back-up media for Government Data is used in accordance with the manufacturer's usage recommendations;
- 14.4.4. newer backups of Government Data do not overwrite existing backups made during the retention period specified in Paragraph b;
- 14.4.5. the backup system monitors backups of Government Data to:
 - a. identifies any backup failure; and
 - b. confirm the integrity of the Government Data backed up;
- 14.4.6. any backup failure is remedied promptly;
- 14.4.7. the backup system monitors the recovery of Government Data to:
 - a. identify any recovery failure;
 - b. confirm the integrity of Government Data recovered; and
- 14.4.8. any recovery failure is promptly remedied.

15. Email

- 15.1. Notwithstanding anything in the specification for the Developed System or this Contract, the Supplier must ensure that where the Developed System will provide an Email Service to the Buyer, the Developed System:
 - 15.1.1. supports transport layer security ("TLS") version 1.2, or higher, for sending and receiving emails;
 - 15.1.2. supports TLS Reporting ("TLS-RPT");
 - 15.1.3. is capable of implementing:
 - a. domain-based message authentication, reporting and conformance ("**DMARC**");
 - b. sender policy framework ("**SPF**"); and
 - c. domain keys identified mail ("**DKIM**"); and

- 15.1.4. is capable of complying in all respects with any guidance concerning email security as issued or updated from time to time by:
- a. the UK Government (current version at <https://www.gov.uk/guidance/set-up-government-email-services-securely>); or
 - b. the NCSC (current version at <https://www.ncsc.gov.uk/collection/email-security-and-anti-spoofing>).

16. DNS

- 16.1. Unless otherwise agreed by the Buyer, the Supplier must ensure that the Developed System uses the UK public sector Protective DNS ("PDNS") service to resolve internet DNS queries.

17. Malicious Software

- 17.1. The Supplier shall install and maintain Anti-virus Software or procure that Anti-virus Software is installed and maintained on the Supplier Information Management System.
- 17.2. The Supplier must ensure that such Anti-virus Software:
- 17.2.1. prevents the installation of the most common forms of Malicious Software in the Supplier Information Management System and the Development Environment;
 - 17.2.2. is configured to perform automatic software and definition updates;
 - 17.2.3. provides for all updates to be the Anti-virus Software to be deployed within 10 Working Days of the update's release by the vendor;
 - 17.2.4. performs regular scans of the Supplier Information Management System to check for and prevent the introduction of Malicious Software; and
 - 17.2.5. where Malicious Software has been introduced into the Supplier Information Management System, identifies, contains the spread of, and minimises the impact of Malicious Software.
- 17.3. If Malicious Software is found, the Parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any Losses and to restore the Services to their desired operating efficiency.
- 17.4. Any Breach of Security caused by Malicious Software where the Breach of Security arose from a failure by the Supplier, or a Sub-contractor, to comply with this Paragraph 16.1 is a material Default.

18. Vulnerabilities

- 18.1. Unless the Buyer otherwise agrees, the Supplier must ensure that it or any relevant Sub-contractor applies security patches to any vulnerabilities in the Supplier Information Management System no later than:
- 18.1.1. seven (7) days after the public release of patches for vulnerabilities classified as "critical";
 - 18.1.2. thirty (30) days after the public release of patches for vulnerabilities classified as "important"; and
 - 18.1.3. sixty (60) days after the public release of patches for vulnerabilities classified as "other".
- 18.2. The Supplier must:
- 18.2.1. scan the Supplier Information Management System and the Development Environment at least once every month to identify any unpatched vulnerabilities; and
 - 18.2.2. if the scan identifies any unpatched vulnerabilities ensure they are patched in accordance with Paragraph 18.
- 18.3. For the purposes of this Paragraph 17.4, the Supplier must implement a method for classifying vulnerabilities to the Supplier Information Management System as "critical", "important" or "other" that is aligned to recognised vulnerability assessment systems, such as:
- 18.3.1. the National Vulnerability Database's vulnerability security ratings;
or
 - 18.3.2. Microsoft's security bulletin severity rating system.

19. Security testing

Responsibility for security testing

- 19.1. The Supplier is solely responsible for:
- 19.1.1. the costs of conducting any security testing required by this Paragraph 18.3.2; and
 - 19.1.2.** the costs of implementing any findings, or remedying any vulnerabilities, identified in that security testing.

Security tests by Supplier

19.2. The Supplier must:

- 19.2.1. during the testing of the Developed System and before the Developed System goes live;
- 19.2.2. at least once during the contract duration and
- 19.2.3.** when required to do so by the Buyer;

undertake the following activities:

- 19.2.4. conduct security testing of the Supplier Information Management System, insofar as it relates to the Developed System but excluding the Development Environment (an **"IT Health Check"**) in accordance with Paragraph 19.7 to 19.9; and
 - 19.2.5. implement any findings, and remedy any vulnerabilities identified by the IT Health Check in accordance with Paragraph and 19.10 to 19.19.
- 19.3. In addition to its obligations under Paragraph 19.1.2, the Supplier must undertake any tests required by:
- 19.3.1. any Remediation Action Plan;
 - 19.3.2. the ISO27001 Certification Requirements;
 - 19.3.3. the Security Management Plan; and
 - 19.3.4. the Buyer, following a Breach of Security or a significant change, as assessed by the Buyer, to the components or architecture of the Supplier Information Management System,
- (each a **"Supplier Security Test"**).

19.4. **The Supplier must:**

- 19.4.1. design and implement the Supplier Security Tests so as to minimise the impact on the delivery of the Services; and
- 19.4.2. agree the date, timing, content and conduct of such Supplier Security Tests in advance with the Buyer.

19.5. Where the Supplier fully complies with Paragraph 19.3.4, if a Supplier Security Test causes a Performance Failure in a particular Measurement Period, the Supplier shall be entitled to relief in respect of such Performance Failure for that Measurement Period.

19.6. The Buyer may send a representative to witness the conduct of the Supplier Security Tests.

19.7. The Supplier shall provide the Buyer with a full, unedited and unredacted copy of the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable, and in any case within ten (10) Working Days,

after completion of each Supplier Security Test. However, so far as the Security Test relates to the Supplier Information System the Supplier may provide executive summaries of such Security Test results/ reports.

IT Health Checks

- 19.8. In arranging an IT Health Check, the Supplier must:
 - 19.8.1. use only a CHECK Service Provider to perform the IT Health Check;
 - 19.8.2. ensure that the CHECK Service Provider uses a qualified CHECK Team Leader and CHECK Team Members to perform the IT Health Check; and
 - 19.8.3. design and plan for the IT Health Check so as to minimise the impact of the IT Health Check on the Supplier Information Management System and the delivery of the Services.
 - 19.8.4. promptly provide the Buyer with such technical and other information relating to the Information Management System as the Buyer requests;
 - 19.8.5. include within the scope of the IT Health Check such tests as the Buyer requires; and
 - 19.8.6. agree with the Buyer the scope, aim and timing of the IT Health Check.
- 19.9. The Supplier must commission the IT Health Check in accordance with the scope, aim and timing agreed by the Buyer.
- 19.10. Following completion of an IT Health Check, the Supplier must provide the Buyer with a full, unedited and unredacted copy of the report relating to the IT Health Check without delay and in any event within ten (10) Working Days of its receipt by the Supplier.

Remedying vulnerabilities

- 19.11. In addition to complying with Paragraphs 19.12 to 19.19., the Supplier must remedy:
- 19.11.1. any vulnerabilities classified as critical in the IT Health Check report within five (5) Working Days of becoming aware of the vulnerability and its classification;
 - 19.11.2. any vulnerabilities classified as high in the IT Health Check report within one (1) month of becoming aware of the vulnerability and its classification; and
 - 19.11.3. any vulnerabilities classified as medium in the IT Health Check report within three (3) months of becoming aware of the vulnerability and its classification.
- 19.12. The Supplier must notify the Buyer immediately if it does not, or considers it will not be able to, remedy the vulnerabilities classified as critical, high or medium in the IT Health Check report within the time periods specified in Paragraph 19.10.

Significant vulnerabilities

- 19.13. Where the IT Health Check report identifies more than ten (10) vulnerabilities classified as either critical or high, the Buyer may, at the Supplier's cost, appoint an independent and appropriately qualified and experienced security architect and adviser to perform a root cause analysis of the identified vulnerabilities.

Responding to Supplier Security Test report

- 19.14. Where the IT Health Check identifies vulnerabilities in, or makes findings in respect of, the Information Management System, the Supplier must within twenty (20) Working Days of receiving the IT Health Check report, prepare and submit for approval to the Buyer a

draft plan addressing the vulnerabilities and findings (the "Remediation Action Plan").

- 19.15. Where the Buyer has commissioned a root cause analysis under Paragraph 19.12, the Supplier shall ensure that the draft Remediation Action Plan addresses that analysis.
- 19.16. The draft Remediation Action Plan must, in respect of each vulnerability identified or finding made by the IT Health Check report:
- 19.16.1. how the vulnerability or finding will be remedied;
 - 19.16.2. the date by which the vulnerability or finding will be remedied; and
 - 19.16.3. the tests that the Supplier proposes to perform to confirm that the vulnerability has been remedied or the finding addressed.
- 19.17. The Supplier shall promptly provide the Buyer with such technical and other information relating to the Supplier Information Management System, the IT Health Check report or the draft Remediation Action Plan as the Buyer requests.
- 19.18. The Buyer may:
- 19.18.1. reject the draft Remediation Action Plan where it considers that the draft Remediation Action Plan is inadequate, providing its reasons for doing so, in which case:
 - a. the Supplier shall within 10 Working Days of the date on which the Buyer rejected the draft Remediation Action Plan submit a revised draft Remediation Action Plan that takes into account the Buyer's reasons; and
 - b. Paragraph 19.15 to 19.17 shall apply, with appropriate modifications, to the revised draft Remediation Action Plan;
 - 19.18.2. accept the draft Remediation Action Plan, in which case the Supplier must immediately start work on implementing the Remediation Action Plan in accordance with Paragraph 19.18.2 and 19.19.

Implementing an approved Remediation Action Plan

- 19.19. In implementing the Remediation Action plan, the Supplier must conduct such further tests on the Supplier Information Management System as are required by the Remediation Action Plan to confirm that the Remediation Action Plan has fully and correctly implemented.
- 19.20. If any such testing identifies a new risk, new threat, vulnerability or exploitation technique with the potential to affect the security of the Supplier

Information Management System, the Supplier shall within [two] [(2)] Working Days of becoming aware of such risk, threat, vulnerability or exploitation technique:

- 19.20.1. provide the Buyer with a full, unedited and unredacted copy of the test report;
- 19.20.2. implement interim mitigation measures to vulnerabilities in the Information System known to be exploitable where a security patch is not immediately available; and
- 19.20.3. as far as practicable, remove or disable any extraneous interfaces, services or capabilities not needed for the provision of the Services within the timescales set out in the test report or such other timescales as may be agreed with the Buyer.

Significant vulnerabilities

19.21. here:

- 19.21.1. a Security Test report identifies more than ten (10) vulnerabilities classified as either critical or high; or
- 19.21.2. the Buyer rejected a revised draft Remediation Action Plan,
- 19.21.3. the Buyer may, at the Supplier's cost, either:
- 19.21.4. appoint an independent and appropriately qualified and experienced security architect and adviser to perform a root cause analysis of the identified vulnerabilities; or
- 19.21.5. give notice to the Supplier requiring the appointment as soon as reasonably practicable, and in any event within ten (10) Working Days, of an Independent Security Adviser.

20. Access Control

- 20.1. This Paragraph applies where the Buyer has assessed that this Contract is a higher-risk agreement.
- 20.2. The Supplier must, and must ensure that all Sub-contractors:
 - 20.2.1. identify and authenticate all persons who access the Supplier Information Management System and Sites before they do so;
 - 20.2.2. require multi-factor authentication for all user accounts that have access to Government Data or that are Privileged Users;
 - 20.2.3. allow access only to those parts of the Supplier Information Management System and Sites that those persons require; and
 - 20.2.4. maintain records detailing each person's access to the Supplier Information Management System and Sites, and make those records available to the Buyer on request.
- 20.3. The Supplier must ensure, and must ensure that all Sub-contractors ensure, that the user accounts for Privileged Users of the Supplier Information Management System:
 - 20.3.1. are allocated to a single, individual user;
 - 20.3.2. are accessible only from dedicated End-user Devices;
 - 20.3.3. are configured so that those accounts can only be used for system administration tasks;
 - 20.3.4. require passwords with high complexity that are changed regularly;
 - 20.3.5. automatically log the user out of the Supplier Information Management System after a period of time that is proportionate to the risk environment during which the account is inactive; and
 - 20.3.6. in the case of a higher-risk agreement are:
 - a. restricted to a single role or small number of roles;

- b. time limited; and
 - c. restrict the Privileged User's access to the internet.
- 20.4. The Supplier must ensure, and must ensure that all Sub-contractors ensure, that it logs all activity of the Privileged Users while those users access those accounts and keeps the activity logs for twenty (20) Working Days before deletion.
- 20.5. The Supplier must require, and must ensure that all Sub-contractors require, that Privileged Users use unique and substantially different high-complexity passwords for their different accounts on the Supplier Information Management System.
- 20.6. The Supplier must ensure that the Developed System is developed and configured so as to provide for the matters set out in Paragraphs 20.1 to 20.4.
- 20.7. The Supplier must, and must ensure that all Sub-contractors:
- 20.7.1. configure any hardware that forms part of the Supplier Information Management System that is capable of requiring a password before it is accessed to require a password; and
 - 20.7.2. change the default password of that hardware to a password of high complexity that is substantially different from the password required to access similar hardware.

21. Event logging and protective monitoring

Protective Monitoring System

- 21.1. The Supplier must, and must ensure that Sub-contractors, implement an effective system of monitoring and reports analysing access to and use of the Supplier Information Management System, the Development Environment, the Government Data and the Code to:
- 21.1.1. identify and prevent potential Breaches of Security;
 - 21.1.2. respond effectively and in a timely manner to Breaches of Security that do occur;
 - 21.1.3. identify and implement changes to the Supplier Information Management System to prevent future Breaches of Security; and
 - 21.1.4. help detect and prevent any potential criminal offence relating to fraud, bribery or corruption using the Supplier Information Management System or the Developed System
- (the "**Protective Monitoring System**").

21.2. The Protective Monitoring System must provide for:

- 21.2.1. event logs and audit records of access to the Supplier Information Management system; and
- 21.2.2. regular reports and alerts to identify:
 - a. changing access trends;
 - b. unusual usage patterns; or
 - c. the access of greater than usual volumes of Government Data;
- 21.2.3. the detection and prevention of any attack on the Supplier Information Management System or the Development Environment using common cyber-attack techniques; and
- 21.2.4. any other matters required by the Security Management Plan.

Event logs

- 21.3. The Supplier must ensure that, unless the Buyer otherwise agrees, any event logs do not log:
 - 21.3.1. personal data, other than identifiers relating to users; or
 - 21.3.2. sensitive data, such as credentials or security keys.

Provision of information to Buyer

21.4. The Supplier must provide the Buyer on request with:

- 21.4.1. full details of the Protective Monitoring System it has implemented; and
- 21.4.2. copies of monitoring logs and reports prepared as part of the Protective Monitoring System.

Changes to Protective Monitoring System

21.5. The Buyer may at any time require the Supplier to update the Protective Monitoring System to:

- 21.5.1. respond to a specific threat identified by the Buyer;
- 21.5.2. implement additional audit and monitoring requirements; and
- 21.5.3. stream any specified event logs to the Buyer's security information and event management system.

22. Audit rights

Right of audit

- 22.1. The Buyer may undertake an audit of the Supplier or any Sub-contractor to:
- 22.1.1. verify the Supplier's or Sub-contractor's (as applicable) compliance with the requirements of this Schedule 16 (*Security*) and the Data Protection Laws as they apply to Government Data;
 - 22.1.2. inspect the Supplier Information Management System (or any part of it);
 - 22.1.3. review the integrity, confidentiality and security of the Government Data; and/or
 - 22.1.4. review the integrity and security of the Code.
- 22.2. Any audit undertaken under this Paragraph 22:
- 22.2.1. may only take place during the Contract Period and for a period of eighteen (18) months afterwards; and
 - 22.2.2. is in addition to any other rights of audit the Buyer has under this Contract.
- 22.3. The Buyer may not undertake more than one audit under Paragraph 22 in each calendar year unless the Buyer has reasonable grounds for believing:
- 22.3.1. the Supplier or any Sub-contractor has not complied with its obligations under this Contract or the Data Protection Laws as they apply to the Government Data;
 - 22.3.2. there has been or is likely to be a Security Breach affecting the Government Data or the Code; or
 - 22.3.3. where vulnerabilities, or potential vulnerabilities, in the Code have been identified by:

Conduct of audits

- 22.4. The Buyer must use reasonable endeavours to provide fifteen (15) Working Days' notice of an audit.
- 22.5. The Buyer must when conducting an audit:
- 22.5.1. comply with all relevant policies and guidelines of the Supplier or Sub-contractor (as applicable) concerning access to the Supplier Information

Management System the Buyer considers reasonable having regard to the purpose of the audit; and

22.5.2. use reasonable endeavours to ensure that the conduct of the audit does not unreasonably disrupt the Supplier or Sub-contractor (as applicable) or delay the provision of the Services.

22.6. The Supplier must, and must ensure that Sub-contractors, on demand provide the Buyer with all co-operation and assistance the Buyer may reasonably require, including:

22.6.1. all information requested by the Buyer within the scope of the audit;

22.6.2. access to the Supplier Information Management System; and

22.6.3. access to the Supplier Staff.

Response to audit findings

22.7. Where an audit finds that:

22.7.1. the Supplier or a Sub-contractor has not complied with this Contract or the Data Protection Laws as they apply to the Government Data; or

22.7.2. there has been or is likely to be a Security Breach affecting the Government Data

the Buyer may require the Supplier to remedy those defaults at its own cost and expense and within the time reasonably specified by the Buyer

22.8. The exercise by the Buyer of any rights it may have under this Paragraph 3 does not affect the exercise by it of any other or equivalent rights it may have under this Contract in respect of the audit findings.

23. Breach of Security

Reporting Breach of Security

23.1. If either party becomes aware of a Breach of Security it shall notify the other as soon as reasonably practicable after becoming aware of the breach, and in any event within [twenty four (24)] hours.

Immediate steps

- 23.2. The Supplier must, upon becoming aware of a Breach of Security immediately take those steps identified in the Security Management Plan and all other steps reasonably necessary to:
- 23.2.1. minimise the extent of actual or potential harm caused by such Breach of Security;
 - 23.2.2. remedy such Breach of Security to the extent possible;
 - 23.2.3. apply a tested mitigation against any such Breach of Security; and
 - 23.2.4. prevent a further Breach of Security in the future which exploits the same root cause failure;

Subsequent action

- 23.3. As soon as reasonably practicable and, in any event, within five (5) Working Days, or such other period agreed with the Buyer, following the Breach of Security, provide to the Buyer:
- 23.3.1. full details of the Breach of Security; and
 - 23.3.2. if required by the Buyer:
 - a. a root cause analysis; and
 - b. a draft plan addressing the Breach of Security,
(the "**Breach Action Plan**").
- 23.4. The draft Breach Action Plan must, in respect of each issue identified in the root cause analysis:
- 23.4.1. in respect of each issue identified in the root cause analysis:
 - a) how the issue will be remedied;
 - b) the date by which the issue will be remedied; and
 - c) the tests that the Supplier proposes to perform to confirm that the issue has been remedied or the finding addressed;
 - 23.4.2. the assistance the Supplier will provide to the Buyer to resolve any impacts on the Buyer, the Government Data and the Code;
 - 23.4.3. the Supplier's communication and engagement activities in respect of the Breach of Security, including any communication or engagement with individuals affected by any Breach of Security that results in the accidental

or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data; and

- 23.4.4. the infrastructure, services and systems (including any contact centre facilities) the Supplier will establish to undertake the remediation, communication and engagement activities.
- 23.5. The Supplier shall promptly provide the Buyer with such technical and other information relating to the draft Breach Action Plan as the Buyer requests.
- 23.6. The Buyer may:
 - 23.6.1. reject the draft Breach Action Plan where it considers that the draft Breach Action Plan is inadequate, providing its reasons for doing so, in which case:
 - a. the Supplier shall within 10 Working Days of the date on which the Buyer rejected the draft Breach Action Plan submit a revised draft Breach Action Plan that takes into account the Buyer's reasons; and
 - b. Paragraph 23.4.4 and 23.5 shall apply to the revised draft Breach Action Plan; or
 - 23.6.2. accept the draft Breach Action Plan, in which case the Supplier must immediately start work on implementing the Breach Action Plan.
- 23.7. When implementing the Breach Action Plan, the Supplier must:
 - 23.7.1. establish infrastructure, services and systems referred to in the Breach Action Plan;
 - 23.7.2. communicate and engage with affected individuals in accordance with the Breach Action Plan;
 - 23.7.3. communicate and engage with the Buyer and stakeholders identified by the Buyer in accordance with the Breach Plan and as otherwise required by the Buyer;
 - 23.7.4. engage and deploy such additional resources as may be required to perform its responsibilities under the Breach Plan and this Contract in respect of the Personal Data Breach without any impact on the provision of the Services; and
 - 23.7.5. continue to implement the Breach Action Plan until the Buyer indicates that the Breach of Security and the impacts on the Buyer, the Government Data, the Code and the affected individuals have been resolved to the Buyer's satisfaction.
- 23.8. The obligation to provide and implement a Breach Action Plan under Paragraphs 23.2.4 to 23.6.2 continues notwithstanding the expiry or termination of this Contract.

Costs of preparing and implementing a Breach Action Plan

23.9. The Supplier is solely responsible for its costs in preparing and implementing a Breach Action Plan.

Reporting of Breach of Security to regulator

23.10. Where the Law requires the Supplier report a Breach of Security to the appropriate regulator, the Supplier must:

23.10.1. make that report within the time limits:

- a. specified by the relevant regulator; or
- b. otherwise required by Law; and

23.10.2. to the extent that the relevant regulator or the Law permits, provide the Buyer with a full, unredacted and unedited copy of that report at the same time it is sent to the relevant regulator.

23.11. Where the Law requires the Buyer to report a Breach of Security to the appropriate regulator, the Supplier must:

23.11.1. provide such information and other input as the Buyer requires within the timescales specified by the Buyer; and

23.11.2. ensure so far as practicable the report it sends to the relevant regulator is consistent with the report provided by the Buyer.

24. Return and Deletion of Government Data

24.1. The Supplier must create and maintain a register of:

24.1.1. all Government Data the Supplier, or any Sub-contractor, receives from or creates for the Buyer; and

24.1.2. those parts of the Supplier Information Management System, including those parts of the Supplier Information Management System that are operated or controlled by any Sub-contractor, on which the Government Data is stored,

(the "**Government Data Register**").

24.2. The Supplier must:

24.2.1. review and update the Government Data Register:

- a. within ten (10) Working Days of the Supplier or any Sub-contractor changes those parts of the Supplier Information Management System on which the Government Data is stored;

- b. within ten (10) Working Days of a significant change in the volume, nature or overall sensitivity of the Government Data stored on the Supplier Information Management System;
 - c. at least once every twelve (12) months; and
- 24.2.2. provide the Buyer with a copy of the Government Data Register:
 - a. whenever it updates the Government Data Register; and
 - b. otherwise when the Buyer requests.
- 24.3. Subject to Paragraph 24.3.2, the Supplier must, and must ensure that all Sub-contractors, securely erase any or all Government Data held by the Supplier or Sub-contractor, including any or all Code:
 - 24.3.1. when requested to do so by the Buyer; and
 - 24.3.2. using a deletion method agreed with the Buyer that ensures that even a determined expert using specialist techniques can recover only a small fraction of the data deleted.
- 24.4. Paragraph 24.3.2 does not apply to Government Data:
 - 24.4.1. that is Personal Data in respect of which the Supplier is a Controller;
 - 24.4.2. to which the Supplier has rights to Handle independently from this Contract; or
 - 24.4.3. in respect of which, the Supplier is under an obligation imposed by Law to retain.
- 24.5. The Supplier must, and must ensure that all Sub-contractors, provide the Buyer with copies of any or all Government Data held by the Supplier or Sub-contractor, including any or all Code:
 - 24.5.1. when requested to do so by the Buyer; and
 - 24.5.2. using the method specified by the Buyer.

Appendix - Security Management Plan Template

The Supplier may use their own template, but the SMP must be laid out in compliance with ISO27001 and cover all the control clauses in Annex A.

In laying the SMP out in this way the SMP must be fully compliant with the LEDS IMS and the LEDS in Practice pages which can be found on confluent the Home Office intranet.

The SMP must be presented to the Buyer (Security Lead) for review and agreement.

General Security Requirements

1. Individuals in the Supplier's team will require, as a minimum, SC clearance. Some individuals may also require NPPV3 or DV clearance.
2. All staff identified must have or be willing to undergo clearance to the required level.
3. The level of clearance required will be identified in individual Statements of Work and clearance needs to have been achieved and validated by the Customer before each individual can commence work.
4. Supplier personnel shall complete the require HO mandatory training which will be identified within each Statement of Works. e.g., protection of HMG information assets.

APPENDIX - SUB-CONTRACTOR SECURITY REQUIREMENTS

The table below sets out the Security Requirements that do **not** apply to particular categories of Sub-contractors.

	Higher-risk Sub-contractors	Medium-risk Sub-contractors	Sub-contractors
Security Requirements that do not apply			

Schedule 18 (Prompt Payment)

1. Definitions

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

"Unconnected Sub-contract"	any contract or agreement which is not a Sub-contract and is between the Supplier and a third party (which is not an Affiliate of the Supplier) and is a qualifying contract under regulation 6 of The Reporting on Payment Practices and Performance Regulations 2017; and
"Unconnected Sub-contractor"	any third party with whom the Supplier enters into an Unconnected Sub-contract.

2. Visibility of Payment Practice

2.1. If this Contract has at the Effective Date an anticipated contract value in excess of £5 million per annum (including VAT) averaged over this Contract Period and without prejudice to Clause 4.6 and Clause 8.2.3, the Supplier shall:

2.1.1. pay any sums which are due from it to any Sub-contractor or Unconnected Sub-contractor pursuant to any invoice (or other notice of an amount for payment) on the earlier of:

- a. the date set out for payment in the relevant Sub-contract or Unconnected Sub-contract; or
- b. the date that falls sixty (60) days after the day on which the Supplier receives an invoice (or otherwise has notice of an amount for payment); and

2.1.2. pay all sums which are due from it to any Sub-contractor or Unconnected Sub-contractor pursuant to any invoice (or other notice of an amount for payment) within an average of forty-five (45)] days or less after the day on which the Supplier receives an invoice (or otherwise has notice of an amount for payment); and

2.1.3. include within the Supply Chain Information Report a summary of its compliance with this Paragraph 2.1, such data to be certified every six months by a director of the Supplier as being accurate and not misleading.

2.2. If any Supply Chain Information Report shows that in either of the last two six month periods the Supplier failed to pay 95% or above of all Sub-contractor or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within sixty (60) days of receipt, or the Supplier's average payment days is greater than forty-five (45) days after the day on which the Supplier received an

invoice (or otherwise had notice of an amount for payment), the Supplier shall provide to the Buyer within 15 Working Days of submission of the latest Supply Chain Information Report an action plan (the "**Action Plan**") for improvement. The Action Plan shall include, but not be limited to, the following:

- 2.2.1. (where relevant) identification of the primary causes of failure to pay 95% or above of all Sub-contractor or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within sixty (60) days of receipt;
- 2.2.2. (where relevant) identification of the primary causes of failure to pay all Sub-contractor or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within an average of forty-five (45) days or less after the day on which the Supplier received an invoice (or otherwise had notice of an amount for payment);
- 2.2.3. actions to address each of the causes set out in Paragraph 2.2.1 and/or 2.2.2; and
- 2.2.4. mechanism for and commitment to regular reporting on progress to the Supplier's Board.

2.3. Where the Supplier fails to pay any sums due to any Sub-contractor or Unconnected Sub-contractor in accordance with the terms set out in the relevant Sub-contract or Unconnected Sub-contract, the Action Plan shall include details of the steps the Supplier will take to address this.

2.4. The Supplier shall comply with the Action Plan or any similar action plan connected to the payment of Sub-contractors or Unconnected Sub-contractors which is required to be submitted to the Buyer as part of the procurement process and such action plan shall be included as part of the Supplier's Solution (to the extent it is not already included).

2.5. If the Supplier notifies the Buyer (whether in a Supply Chain Report or otherwise) that the Supplier has failed to pay 95% or above of its Unconnected Sub-contractors within sixty (60) days after the day on which the Supplier receives an invoice or otherwise has notice of an amount for payment, or pay all sums which are due from it to any Sub-contractor or Unconnected Sub-contractor pursuant to any invoice (or other notice of an amount for payment) within an average of forty-five (45) days or less after the day on which the Supplier received an invoice (or otherwise had notice of an amount for payment), or the Buyer otherwise discovers the same, the Buyer shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

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",

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 Processing. Such assistance may, at the discretion of the Controller, include:

- 2.3.1. a systematic description of the envisaged Processing and the purpose of the Processing;
- 2.3.2. an assessment of the necessity and proportionality of the 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 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 2.3.5 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 best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - () are subject to any staff vetting required by this Contract, including the Security Requirements (if any) and Clauses 18 (*Data protection*), 19 (*What you must keep confidential*) and 20 (*When you can share information*);
 - 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;
 - 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), provided that if the destination country of a transfer is the United States:

() the Supplier shall ensure that prior to the transfer of any Personal Data to the United States relying on this adequacy (including to any United States-based Subcontractors and/or Subprocessors), the Supplier (and/or the applicable Subcontractor and/or Subprocessor) must be self-certified and continue to be self-certified on the US Data Privacy Framework;

- i. the Supplier shall notify the Buyer immediately if there are any, or there are reasonable grounds to believe there may be any, changes in respect of their and/or their Subcontractor's or Subprocessor's position on the US Data Privacy Framework (for example if that entity ceases to be certified or is at risk of being so, or there is a strong likelihood of a competent court finding the US Data Privacy Framework unlawful), and the Supplier must then take all appropriate steps to remedy the certification and/or put in place alternative data transfer mechanisms in compliance with this Paragraph 2.4.4(a); and
- ii. in the event that the Supplier (and/or the applicable Subcontractor or Subprocessor):

() ceases to be certified on the US Data Privacy Framework and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this Paragraph 2.4.4(a);

A. the US Data Privacy Framework is no longer available and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this Paragraph 2.4.4(a); and/or

B. fails to notify the Buyer of any changes to its certification status in accordance with Paragraph 2.4.4(a)(ii) above,

the Buyer shall have the right to terminate this Contract with immediate effect; 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:

- () where the transfer is subject to UK GDPR:
 - () the International Data Transfer Agreement issued by the Information Commissioner under S119A(1) of the DPA 2018 (the "**IDTA**"); or
 - A. 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
- i. 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;
 - 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); and
 - 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 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 Subprocessor to Process any Personal Data related to this Contract, the Processor must:
- 2.11.1.** notify the Controller in writing of the intended Subprocessor and Processing;
 - 2.11.2.** obtain the written consent of the Controller;
 - 2.11.3.** enter into a written agreement with the Subprocessor which gives effect to the terms set out in this Schedule 20 such that they apply to the Subprocessor; and
 - 2.11.4.** provide the Controller with such information regarding the 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

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 based on the terms set out in Annex 2 (*Joint Controller Agreement*) to this Schedule 20 (*Processing Data*).

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:
- 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), provided that if the destination country of a transfer is the United States:

- i. the Supplier shall ensure that prior to the transfer of any Personal Data to the United States relying on this adequacy (including to any United States-based Subcontractors and/or Subprocessors), the Supplier (and/or the applicable Subcontractor and/or Subprocessor) must be self-certified and continue to be self-certified on the US Data Privacy Framework;
- ii. the Supplier shall notify the Buyer immediately if there are any, or there are reasonable grounds to believe there may be any, changes in respect of their and/or their Subcontractor's or Subprocessor's position on the US Data Privacy Framework (for example if that entity ceases to be certified or is at risk of being so, or there is a strong likelihood of a competent court finding the US Data Privacy Framework unlawful), and the Supplier must then take all appropriate steps to remedy the certification and/or put in place alternative data transfer mechanisms in compliance with this Paragraph 4.5.3(a); and
- iii. in the event that the Supplier (and/or the applicable Subcontractor or Subprocessor):
 - A. ceases to be certified on the US Data Privacy Framework and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this Paragraph 4.5.3(a);
 - B. the US Data Privacy Framework is no longer available and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this Paragraph 4.5.3(a); and/or
 - C. fails to notify the Buyer of any changes to its certification status in accordance with Paragraph 4.5.3(a)(ii) above,
the Buyer shall have the right to terminate this Contract with immediate effect; 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;
- 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

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

1. 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.
 - 1.1. The contact details of the Buyer's Data Protection Officer are: OFFICE DPO
 - 1.2. The contact details of the Supplier's Data Protection lead are: [REDACTED];
 - 1.3. The Processor shall comply with any further written instructions with respect to Processing by the Controller.
 - 1.4. 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 2 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: Home Office – Occasionally view of operational of the LEDSDual controller .
Subject matter of the Processing	Staff of the Home Office and the Supplier (and its subcontractors), occasionally Police personnel.
Duration of the Processing	The duration of the contract.
Nature and purposes of the Processing	Liaise with civil servants, contractors and police personnel part of the LEDSD programme.

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Type of Personal Data being Processed	Staff of the Home Office and PA Consulting, Occasionally Police personnel.
Categories of Data Subject	Employees and contractors
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under law to preserve that type of data	Inline with retention rules for the LEDS programme. All data processing will be on HO laptops and as such, the procedure for the return/destruction of personal data will be managed by the HO supported by the Supplier with the timely return of laptops when personnel are offboarded from the Contract and at the end of the Contract
Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract and international transfers and legal gateway	Remote Locations within the UK or HO premisses.
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event (noting that any Protective Measures are to be in accordance with any Security Requirements)	Vetted to SC (mandatory requirement) and NPPV3 if required.

Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

1.1. With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (*Joint Controller Agreement*) in replacement of Paragraph 2 of this Schedule 20 (*Where one Party is Controller and the other Party is Processor*) and Paragraphs 4.2 -4.12 of this Schedule 20 (*Independent Controllers of Personal Data*). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

2.1 The Parties agree that the **[Supplier/Buyer]**:

2.1.2. is the exclusive point of contact for Data Subjects and is responsible for using best endeavours to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;

2.2.2. shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;

2.3.2. is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;

2.4.2. is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and

2.5.2 shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the **[Supplier's/Buyer's]** privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

3.1 Notwithstanding the terms of Paragraph 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

1.1 The Supplier and the Buyer each undertake that they shall:

1.1.2. report to the other Party every 3 months on:

(d) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);

(d) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;

- (d) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
- (d) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- (d) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of this Contract during that period;

1.2.2. notify each other immediately if it receives any request, complaint or communication made as referred to in Paragraphs 2.1.1(a) to 2.1.1(e);

1.3.2. provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Paragraphs 1.2 and 1.3 to 2.1.1(a) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;

1.4.2. not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under this Contract or is required by Law) that disclosure or transfer of Personal Data is otherwise considered to be lawful processing of that Personal Data in accordance with Article 6 of the UK GDPR or EU GDPR (as the context requires). For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;

1.5.2. request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;

1.6.2. ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

1.7.2 use best endeavours to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
(d) are aware of and comply with their duties under this Annex 2 (*Joint Controller Agreement*) and those in respect of Confidential Information

- (d) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;
 - (d) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- 1.8.2. ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
 - (d) nature of the data to be protected;
 - (d) harm that might result from a Data Loss Event;
 - (d) state of technological development; and
 - (d) cost of implementing any measures;
- 1.9.2. ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and
- 1.10.2 ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event;
- 1.11.3 not transfer such Personal Data outside of the UK and/or the EEA unless the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
 - (d) 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), provided that if the destination country of a transfer is the United States:
 - (ii) the Supplier shall ensure that prior to the transfer of any Personal Data to the United States relying on this adequacy (including to any United States-based Subcontractors and/or Subprocessors), the Supplier (and/or the applicable Subcontractor and/or Subprocessor) must be self-certified and continue to be self-certified on the US Data Privacy Framework;
 - (ii) the Supplier shall notify the Buyer immediately if there are any, or there are reasonable grounds to believe there may be any, changes in respect of their and/or their Subcontractor's or Subprocessor's position on the US Data Privacy Framework (for example if that entity ceases to be certified or is at risk of being so, or there is a strong likelihood of a competent court finding the US Data Privacy Framework unlawful), and the Supplier must then take all appropriate steps to remedy the

certification and/or put in place alternative data transfer mechanisms in compliance with this Paragraph 2.1.11(a); and

(iii) in the event that the Supplier (and/or the applicable Subcontractor or Subprocessor):

(B) ceases to be certified on the US Data Privacy Framework and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this Paragraph 2.1.11(a);

(B) the US Data Privacy Framework is no longer available and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this Paragraph 2.1.11(a); and/or

(B) fails to notify the Buyer of any changes to its certification status in accordance with Paragraph 2.1.11(a)(ii) above,

the Buyer shall have the right to terminate this Contract with immediate effect; or

(d) 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 agreed with the non-transferring Party which could include:

(i) where the transfer is subject to UK GDPR:

(B) the UK International Data Transfer Agreement (the "**IDTA**"), as 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;

(d) 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

(d) 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.

2.1 Each Joint Controller shall use best endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

3. Data Protection Breach

1.1 Without prejudice to Paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within forty eight (48) hours, upon becoming aware of any Data Loss Event or circumstances that are likely to give rise to a Data Loss Event, providing the Buyer and its advisors with:

1.1.2. sufficient information and in a timescale which allows the other Party to meet any obligations to report a Data Loss Event under the Data Protection Legislation;

1.2.2. all reasonable assistance, including:

(d) co-operation with the other Party and the Information Commissioner and any other regulatory authority investigating the Data Loss Event and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;

(d) co-operation with the other Party including using such best endeavours as are directed by the Buyer to assist in the investigation, mitigation and remediation of a Data Loss Event;

(d) co-ordination with the other Party regarding the management of public relations and public statements relating to the Data Loss Event; and/or

(d) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner and/or any other regulatory authority investigating the Data Loss Event, with complete information relating to the Data Loss Event, including, without limitation, the information set out in Paragraph 3.2.

2.1 Each Party shall use best endeavours to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result

of a Data Loss Event which is the fault of that Party as if it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Data Loss Event, including providing the other Party, as soon as possible and within forty eight (48) hours of the Data Loss Event relating to the Data Loss Event, in particular:

- 2.1.2. the nature of the Data Loss Event;
- 2.2.2. the nature of Personal Data affected;
- 2.3.2. the categories and number of Data Subjects concerned;
- 2.4.2. the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- 2.5.2 measures taken or proposed to be taken to address the Data Loss Event; and
- 2.6.2 describe the likely consequences of the Data Loss Event.

4. **Audit**

- 1.1 The Supplier shall permit:
 - 1.1.2. the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
 - 1.2.2. the Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to this Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.
- 2.1 The Buyer may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Paragraph 4.1 in lieu of conducting such an audit, assessment or inspection.

5. **Impact Assessments**

The Parties shall:

- 1.1 provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- 2.1 maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with this Contract, in accordance with the terms of Article 30 UK GDPR.

6. **ICO Guidance**

The Parties agree to take account of any guidance issued by the Information Commissioner, 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, or any other regulatory authority.

7. Liabilities for Data Protection Breach

[Guidance: This Paragraph represents a risk share, the Buyer may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

1.1 If financial penalties are imposed by the Information Commissioner or any other regulatory authority on either the Buyer or the Supplier for a Data Loss Event ("**Financial Penalties**") then the following shall occur:

1.1.2. if in the view of the Information Commissioner or any other regulatory authority, the Buyer is responsible for the Data Loss Event, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Data Loss Event. The Supplier shall provide to the Buyer and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Data Loss Event;

1.2.2 if in the view of the Information Commissioner or any other regulatory authority, the Supplier is responsible for the Data Loss Event, in that it is not a Data Loss Event that the Buyer is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Data Loss Event; or

1.3.2. if no view as to responsibility is expressed by the Information Commissioner or any other regulatory authority, then the Buyer and the Supplier shall work together to investigate the relevant Data Loss Event and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Data Loss Event can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 39 of the Core Terms (*Resolving disputes*).

2.1 If either the Buyer or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("**Court**") by a third party in respect of a Data Loss Event, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Data Loss Event shall be liable for the losses arising

from such Data Loss Event. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

3.1 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Data Loss Event (the "**Claim Losses**"):

3.1.2. if the Buyer is responsible for the relevant Data Loss Event, then the Buyer shall be responsible for the Claim Losses;

3.2.2 if the Supplier is responsible for the relevant Data Loss Event, then the Supplier shall be responsible for the Claim Losses: and

3.3.2 if responsibility for the relevant Data Loss Event is unclear, then the Buyer and the Supplier shall be responsible for the Claim Losses equally.

4.1 Nothing in either Paragraph 7.2 or Paragraph 7.3 shall preclude the Buyer and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Data Loss Event, having regard to all the circumstances of the Data Loss Event and the legal and financial obligations of the Buyer.

8. Termination

If the Supplier is in Material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Buyer shall be entitled to terminate this Contract by issuing a Termination Notice to the Supplier in accordance with Clause 14 of the Core Terms (*Ending the contract*) and the consequences of termination in Clause 14.5.1 of the Core Terms shall apply.

9. Sub-Processing

1.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

1.1.2. carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by this Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and

1.2.2. ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the Party for statutory compliance purposes

or as otherwise required by this Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Schedule 21 (Variation Form)

This Schedule contains the forms that are to be used in order to change a contract in accordance with Clause 28 of the Core Terms (Changing this Contract). The form in Part A should be used when making changes to the main contract and Part B should be used when making changes to an individual Statement of Work.

Part A – Changing the main contract

Contract Details	
This variation is between:	[insert name of Buyer] ("the Buyer") And [insert name of Supplier] ("the Supplier")
Contract name:	[insert name of contract to be changed] ("this Contract")
Contract reference number:	[insert contract reference number]
Details of Proposed Variation	
Variation initiated by:	[delete as applicable: Buyer/Supplier]
Variation number:	[insert variation number]
Date variation is raised:	[insert date]
Proposed variation	
Reason for the variation:	[insert reason]
An Impact Assessment shall be provided within:	[insert number] days
Impact of Variation	
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]
Outcome of Variation	
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]
Financial variation:	Original Contract Value: £ [insert amount]
	Additional cost due to Variation: £ [insert amount]
	New Contract value: £ [insert amount]

1. This Variation must be agreed and signed by both Parties to this Contract and shall only be effective from the date it is signed by the Buyer.
2. Words and expressions in this Variation shall have the meanings given to them in this Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name (in Capitals)

Address

.....

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

.....

Part B – Changing an SOW

Statement of Work Variation Form – (SOW & Variation Number)

This SOW Variation relates to the SOW and Contract described below. All Terms and Conditions of this Contract apply unless otherwise noted.

Contract title	LEDS Programme and Person Product (C18823)
SOW Number	Insert SOW number & Variation
SOW Title	Insert SoW Title
Customer	The Secretary of State for the Home Department ('the Buyer')
Supplier	PA Consulting Services Ltd ('the Supplier')

1. Statement of Work Variation

The Statement of Work is varied as follows and shall take effect on the date signed by both Parties:

Guidance Note: Insert details of the change including the reason for the change and breakdown the details of the proposed change.

Summary of the Variation	The following changes are included within this Variation: 1. List changes included within the Variation. 2. Add/delete rows as appropriate
Reasons for the Variation	Insert reasons for the change.
Full details of the Variation	Buyer should provide a full breakdown of the changes included within this Variation. If there are any amendments to charges you should note the original SOW value and new SOW value. If the charging approach is T&M or Capped T&M you note the change in Days. The Variation to the Charges are as detailed in Section 2. <ul style="list-style-type: none"> • Original Maximum SoW Value: - £*** • VAR 01 - £*** New Maximum SoW value: - £*** <ul style="list-style-type: none"> • Original number of Working Days: - ** • VAR 01 Working Days – New Maximum number of Working Days: -

2. Variation to Deliverables and Activities

Guidance Note: Amend or insert any new Deliverables and Activities in the table below.

No.	Project Phase/ Deliverable/ Activity	Deliverable/Activity description	Indicative Deliverable/ Activity date	Acceptance Criteria	Home Office Approver
	Add/delete rows as appropriate				

3. Variation to the Charges

The Charges for this Statement of Work are varied such that the new maximum value of the SoW is £***** (excluding VAT), i.e. an increase/decrease of £***** (excluding VAT). Please see pricing table below.

[]

4. Agreement of Variation

Words and expressions in this Statement of Work variation shall have the meanings given to them in the Call-Off Contract.

The Contract, including any previous Statement of Work changes shall remain effective and unaltered except as amended by this change.

Name and Job Title:	
Signature and Date:	
Address	

Signed by an authorised signatory for and on behalf of the Supplier:	
Name and Job Title:	
Signature and Date:	
Address	

Schedule 22 (Insurance Requirements)

1. The insurance you need to have

- 1.1. The Supplier shall take out and maintain or procure the taking out and maintenance of the insurances as set out in Annex 1 to this Schedule and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than the Effective Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
- 1.2. The Insurances shall be:
 - 1.2.1. maintained in accordance with Good Industry Practice;
 - 1.2.2. (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3. taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4. maintained until the End Date except in relation to Professional Indemnity where required under the Annex Part C which shall be maintained for at least six (6) years after the End Date.
- 1.3. The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1. Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1. take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2. promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3. hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

- 3.1. The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2. Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Buyer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover

the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

The Supplier shall upon the Effective Date and within fifteen (15) Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Buyer, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

- 5.1. The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained for the minimum limit of indemnity for the periods specified in this Schedule.
- 5.2. Where the Supplier intends to claim under any of the Insurances for any matters that are not related to the Deliverables and/or this Contract, the Supplier shall, where such claim is likely to result in the level of cover available under any of the Insurances being reduced below the minimum limit of indemnity specified in this Schedule, promptly notify the Buyer and provide details of its proposed solution for maintaining the minimum limit of indemnity specified in this Schedule.

6. Cancelled Insurance

- 6.1. The Supplier shall notify the Buyer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2. The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Buyer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1. The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of this Contract or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2. Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim in excess

of **£100,000.00** relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Buyer) full details of the incident giving rise to the claim

- 7.3. Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4. Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Annex 1: Required Insurances

Part A: Third Party Public And Products Liability Insurance

1. Insured

The Supplier

2. Interest

2.1. To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

- 2.1.1.** death or bodily injury to or sickness, illness or disease contracted by any person; and
- 2.1.2.** loss of or damage to physical property;

happening during the period of insurance (as specified in Paragraph 5) and arising out of or in connection with the provision of the Deliverables and in connection with this Contract

3. Limit of indemnity

3.1. Not less than £5,000,000.00 in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but £10,000,000.00 in the aggregate per annum in respect of products and pollution liability (to the extent insured by the relevant policy).

4. Territorial limits

The United Kingdom and associated Overseas Territories (Guernsey, Jersey, Northern Ireland, The Isle Of Man, Gibraltar).

5. Period of insurance

From the date of this Contract for the period of this Contract and renewable on an annual basis unless agreed otherwise by the Buyer in writing.

6. Cover features and extensions

Indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third-party property damage arising out of or in connection with this Contract and for which the Supplier is legally liable.

7. Principal exclusions

- 7.1. War and related perils.
- 7.2. Nuclear and radioactive risks.
- 7.3. Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.
- 7.4. Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5. Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6. Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7. Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8. Liability arising from seepage and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence.

8. Maximum deductible threshold

Not to exceed **£93,750** for each and every third party property damage claim (personal injury claims to be paid in full).

Part B: United Kingdom Compulsory Insurances

The Supplier shall meet its insurance obligations under applicable Law in full, including, United Kingdom employers' liability insurance and motor third party liability insurance.

Part : Additional Insurances – (NOT USED)

[Guidance: The Buyer may wish to consider including the following additional required insurances. The Buyer may need to seek professional subject matter insurance advice in this regard. Examples of additional insurance are:

Professional Indemnity Insurance	Where the Buyer requirement includes a potential breach of professional duty by the Supplier in connection with professional advice and /or professional services to be maintained for six (6) years after the End Date
Property Damage Insurance / Goods in Transit Insurance	Where the Buyer requirement necessitates primary perils insurance for relevant physical property (e.g. Buyer physical property in the

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	care, custody and control of the Supplier in delivering this Contract).
Cyber Liability Insurance	Where the Buyer requirement includes specific cyber risk exposures.
Environmental Liability Insurance or Contractors Pollution Liability Insurance	Where the Buyer requirement includes exposure to significant pollution / contamination risks.

Schedule 23 (Guarantee)

1. Definitions

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

"Guarantee"	a deed of guarantee in favour of a Buyer in the form set out in Annex 1 to this Schedule; and
"Guarantor"	the person acceptable to a Buyer to give a Guarantee.

2. Guarantee

2.1 Where a Buyer has notified the Supplier that the award of this Contract by the Buyer shall be conditional upon receipt of a valid Guarantee, then, on or prior to the execution of this Contract, as a condition for the award of this Contract, the Supplier shall deliver to the Buyer:

2.1.1. an executed Guarantee from a Guarantor; and

2.1.2. a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.

2.2 Where a Buyer has procured a Guarantee from the Supplier under Paragraph 2.1 above, the Buyer may terminate this Contract for Material Default where:

2.2.1 the Guarantor withdraws the Guarantee for any reason whatsoever;

2.2.2 the Guarantor is in breach or anticipatory breach of the Guarantee;

2.2.3 an Insolvency Event occurs in respect of the Guarantor;

2.2.4 the Guarantee becomes invalid or unenforceable for any reason whatsoever; or

2.2.5 the Supplier fails to provide the documentation required by Paragraph 2.1 by the date so specified by the Buyer;

2.2.6 and in each case the Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Buyer,

and the consequences of termination set out in Clause 14.5.1 shall apply.

Annex – Form of Guarantee

[Guidance: This is a draft form of guarantee which can be used to procure a Guarantee, but it will need to be amended to reflect the Beneficiary's requirements.]

[INSERT NAME OF THE GUARANTOR]

- AND -

[INSERT NAME OF THE BENEFICIARY]

DEED OF GUARANTEE

DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the _____ day of _____ 20[]
PROVIDED BY:

[Insert the name of the Guarantor] [a company incorporated in England and Wales] with number [insert company no.] whose registered office is at [insert details of the Guarantor's registered office here] [OR] [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] ("Guarantor")

WHEREAS:

- (A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.
- (B) It is the intention of the Parties that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

1. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;

1.2 the words and phrases below shall have the following meanings:

[Guidance: Insert and/or settle Definitions, including from the following list]

"Beneficiary(s)"	means all the Buyer(s) under a Contract [Insert name of the Buyer with whom the Supplier enters into this Contract] and "Beneficiaries" shall be construed accordingly;
"Goods"	has the meaning given to it in this Contract;
"Guaranteed Agreement"	means the contract with Contract Reference [Insert contract reference number] for the Goods

"Guaranteed Obligations"

and/or Services dated on or about the date hereof made between the Beneficiary and the Supplier; means all obligations and liabilities of the Supplier to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement;

**"Services"
"Supplier"**

has the meaning given to it in this Contract; means [Insert the name, address and registration number of the Supplier as each appears in the Award Form].

- 1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;
- 1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses and Schedules to this Deed of Guarantee; and
- 1.11 references to liability are to include any liability whether actual, contingent, present or future.

2 GUARANTEE AND INDEMNITY

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.

- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.
- 2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:
- 2.3.1. fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and
 - 2.3.2. as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.
- 2.4 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

4. DEMANDS AND NOTICES

4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

[Insert Address of the Guarantor in England and Wales]

[Insert Facsimile Number]

For the Attention of **[Insert details]**

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

4.2.1. if delivered by hand, at the time of delivery; or

4.2.2. if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or

4.2.3. if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.

4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.

4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. BENEFICIARY'S PROTECTIONS

5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.

5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:

- 5.2.1. it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;
 - 5.2.2. it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;
 - 5.2.3. if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
 - 5.2.4. the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 5.3. The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the Default by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other Default in respect of the same Guaranteed Obligation.
- 5.4. The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.5. The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6. Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7. Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be

refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

- 5.8. The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.

6. GUARANTOR INTENT

Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

7. RIGHTS OF SUBROGATION

7.1 The Guarantor shall, at any time when there is any Default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

- 7.1.1. of subrogation and indemnity;
- 7.1.2. to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and
- 7.1.3. to prove in the liquidation or insolvency of the Supplier,

only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

8. DEFERRAL OF RIGHTS

8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:

- 8.1.1. exercise any rights it may have to be indemnified by the Supplier;
 - 8.1.2. claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;
 - 8.1.3. take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;
 - 8.1.4. demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or
 - 8.1.5. claim any set-off or counterclaim against the Supplier;
- 8.2. If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 The Guarantor hereby represents and warrants to the Beneficiary that:
- 9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
 - 9.1.2. the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
 - 9.1.3. the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including entry into and performance of a contract pursuant to Clause 3, have been duly authorised by all necessary corporate action and do not contravene or conflict with:
 - (a) the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
 - (b) any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
 - (c) the terms of any agreement or other document to which the
 - 9.1.4. Guarantor is a Party or which is binding upon it or any of its assets; all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and

9.1.5. this Deed of Guarantee is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10. PAYMENTS AND SET-OFF

10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

11. GUARANTOR'S ACKNOWLEDGEMENT

The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

12. ASSIGNMENT

12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.

12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

13. SEVERANCE

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed

of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

14. THIRD PARTY RIGHTS

Other than the Beneficiary, a person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

15. SURVIVAL

This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement.

16. GOVERNING LAW

16.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.

16.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

16.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

16.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

[Guidance: Include the above provision when dealing with the appointment of English process agent by a non English incorporated Guarantor]

16.5 [The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] [a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any

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legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by **[Insert/print names]**

Director

Director/Secretary

Schedule 24 (Financial Difficulties)

1. Definitions

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

"Applicable Financial Indicators"	the financial indicators from Part C of Annex 2 which are to apply to the Monitored Suppliers as set out in Part B of Annex 3;
"Credit Rating Threshold"	the minimum credit rating level for each entity in the FDE Group as set out in Part A of Annex 2;
"Credit Reference Agencies"	the credit reference agencies listed in Part B of Annex 1;
"Credit Score Notification Trigger"	the minimum size of any downgrade in a credit score, set out in Part B of Annex 2, which triggers a Credit Score Notification Trigger Event;
"Credit Score Notification Trigger Event"	any downgrade of a credit score which is equal to or greater than the Credit Score Notification Trigger;
"Credit Score Threshold"	the minimum credit score level for each entity in the FDE Group as set out in Part B of Annex 2;
"Financial Distress Service Continuity Plan"	a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with this Contract in the event that a Financial Distress Event occurs. This plan should include what the Buyer would need to put in place to ensure performance and delivery of the Deliverables in accordance with this Contract up to and including any Insolvency Event in respect of the relevant FDE Group entity;
"Financial Indicators"	in respect of the Supplier, Key Sub-contractors and the Guarantor, means each of the financial indicators set out at Part C of Annex 2; and in respect of each Monitored Supplier, means those Applicable Financial Indicators;
"Financial Target Thresholds"	the target thresholds for each of the Financial Indicators set out at Part C of Annex 2;
"Primary Metric"	credit rating pursuant to Paragraph 3.3
"Monitored Supplier"	those entities specified in Part B of Annex 3; and
"Rating Agencies"	the rating agencies listed in Part A of Annex 1.

2. When this Schedule applies

2.1. The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the FDE Group and the consequences of a change to that financial standing.

2.2. The terms of this Schedule shall survive under this Contract until the termination or expiry of this Contract.

3. Credit Ratings

3.1. The Supplier warrants and represents to the Buyer that as at the Effective Date the long term credit ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Part A of Annex 2.

3.2. The Supplier shall:

3.2.1. regularly monitor the credit ratings of each entity in the FDE Group with the Rating Agencies; and

3.2.2. promptly (and in any event within five (5) Working Days) notify the Buyer in writing if there is any downgrade in the credit rating issued by any Rating Agency for any entity in the FDE Group.

3.3. For the purposes of determining whether a Financial Distress Event has occurred, and for the purposes of determining relief under Paragraph 8 if credit rating is the Primary Metric, the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have given a credit rating level for that FDE Group entity which is below the applicable Credit Rating Threshold.

4. Credit Scores – Not applicable

5. Financial Indicators – Not applicable

6. What happens if there is a financial distress event

6.1. The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Buyer in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

6.2. In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if the Buyer becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Buyer shall have the rights and remedies as set out in Paragraphs 6.4 to 6.6.

6.3. Not Used

6.4. The Supplier shall (and shall procure that each Additional FDE Group Member shall):

6.4.1. at the request of the Buyer meet the Buyer as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of this Contract and delivery of the Deliverables in accordance this Contract; and

6.4.2. where the Buyer reasonably believes (taking into account the discussions and any representations made under Paragraph 6.4.1) that the Financial Distress Event could impact on the continued performance of this Contract and delivery of the Deliverables in accordance with this Contract:

- a) submit to the Buyer for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event);
- b) use reasonable endeavours to put in place the necessary measures with each Additional FDE Group Member to ensure that it is able to provide financial information relating to that Additional FDE Group Member to the Buyer; and
- c) provide such financial information relating to FDE Group entity as the Buyer may reasonably require.

6.5. If the Buyer does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Buyer within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is either:

6.5.1. Approved;

6.5.2. referred, by notice sent by either Party to the other Party explaining why it thinks the Financial Distress Service Continuity Plan has not been Approved, to commercial negotiation led by senior representatives who have authority to agree the Financial Distress Service Continuity Plan (to be held within 28 days of the date of the notice); or

6.5.3. finally rejected by the Buyer.

6.6. Following Approval of the Financial Distress Service Continuity Plan by the Buyer, the Supplier shall:

6.6.1. on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance this Contract and delivery of the Deliverables in accordance with this Contract;

6.6.2. provide a written report of the results of each review and assessment carried out under Paragraph 6.6.1 to the Buyer;

6.6.3. where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 6.6.1, submit an updated Financial Distress Service Continuity Plan to the Buyer for its Approval, and the provisions of Paragraphs 6.5 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and

6.6.4. comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

6.7. Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Buyer and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 6.6.

7. When the Buyer can terminate for financial distress

7.1. The Buyer shall be entitled to terminate this Contract for Material Default if:

7.1.1. the Supplier fails to notify the Buyer of a Financial Distress Event in accordance with Paragraph 6.1;

7.1.2. the Supplier fails to comply with any part of Paragraph 6.4;

7.1.3. subject to Paragraph 7.2, the Buyer finally rejects a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 6.5.3;

7.1.4. the senior representatives who have authority to agree the Financial Distress Service Continuity Plan (acting reasonably) do not meet within 28 days of the date of the notice of referral pursuant to Paragraph 6.5.2;

7.1.5. the senior representatives who have authority to agree the Financial Distress Service Continuity Plan (acting reasonably) do not agree the Financial Distress Service Continuity Plan after it has been referred pursuant to Paragraph 6.5.2; and/or

7.1.6. the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 6.6.4,

and the consequences of termination in Clause 14.5.1 shall apply.

7.2. A Material Default may only occur under Paragraph 7.1.3 after the expiry of the first five (5) Working Days period for the Supplier to submit a revised draft of the first draft of the Financial Distress Service Continuity Plan starting on and from the date on which the Buyer first notified the Supplier that Supplier must submit a revised draft of the first draft Financial Distress Service Continuity Plan.

8. What happens If your Primary Metric is still good

8.1.1. Without prejudice to the Supplier's obligations and the Buyer's rights and remedies under Paragraph 6, if, following the occurrence of a Financial Distress Event, the Supplier evidences to the Buyer's satisfaction that the Primary Metric shows that the Financial Distress Event no longer exists, then:

8.1.1.1. the Supplier shall be relieved automatically of its obligations under Paragraphs 6.4 to 6.6; and

8.1.1.2. the Buyer shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 6.4.2(c)).

Annex – Rating Agencies and Credit Reference Agencies

Part A: Rating Agencies

Dunn & Bradstreet

Annex – Credit Ratings, Credit Scores and Financial Indicators

Part A: Credit Rating



Part B: Credit Score – Not applicable

Part C: Financial Indicators

As set out in Part A

Annex – Additional FDE Group Members and Monitored Suppliers

Part A: Additional FDE Group Members

1. Not applicable

Part B: Monitored Suppliers

Entity Name	Company Number	Applicable Financial Indicators (these are the Financial Indicators from the table in Part C of Annex 2 which are to apply to the Monitored Suppliers)
Not applicable		

Annex –Not used

Schedule 25 (Rectification Plan)

Request for [Revised] Rectification Plan

Details of the Notifiable Default:	[Guidance: Explain the Notifiable Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]		
Signed by Buyer:		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Notifiable Default	[add cause]		
Anticipated impact assessment:	[add impact]		
Actual effect of Notifiable Default:	[add effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Notifiable Default	[X] Working Days		
Steps taken to prevent recurrence of Notifiable Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan Buyer			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for rejection (if applicable)	[add reasons]		
Signed by Buyer		Date:	

Schedule 26 (Sustainability)

1. Definitions

"Modern Slavery Assessment Tool"

the modern slavery risk identification and management tool which can be found online

"Supply Chain Map"

at: <https://supplierregistration.cabinetoffice.gov.uk/msat>
details of (i) the Supplier, (ii) all Subcontractors and (iii) any other entity that the Supplier is aware is in its supply chain that is not a Subcontractor, setting out at least:

- a. the name, registered office and company registration number of each entity in the supply chain;
- b. the function of each entity in the supply chain; and
- c. the location of any premises at which an entity in the supply chain carries out a function in the supply chain; and]

"Waste Hierarchy"

prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011:

- a. Prevention;
- b. Preparing for re-use;
- c. Recycling;
- d. Other Recovery; and
- e. Disposal.

Part

1. Public Sector Equality Duty

1.1. In addition to legal obligations, where the Supplier is providing a Deliverable to which the Public Sector Equality duty applies, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this Contract in a way that seeks to:

1.1.1. eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and

1.1.2. advance:

- a. equality of opportunity; and
- b. good relations,
between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

2. Employment Law

The Supplier must perform its obligations meeting the requirements of all applicable Law regarding employment.

3. Modern Slavery

3.1. The Supplier:

- 3.1.1.** shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2.** shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identity papers with the employer and shall be free to leave their employer after reasonable notice;
- 3.1.3.** warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- 3.1.4.** warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;
- 3.1.5.** shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world;
- 3.1.6.** shall have and maintain throughout the Contract Period its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7.** shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this Contract;
- 3.1.8.** shall prepare and deliver to the Buyer, an annual slavery and human trafficking report (in respect of which a statement under section 54 of the Modern Slavery Act 2015 would be sufficient) setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with this Paragraph 3;
- 3.1.9.** shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10.** shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11.** shall report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its Subcontractors to the Buyer and Modern Slavery Helpline and relevant national or local law enforcement agencies; and
- 3.1.12.** if the Supplier is in Default under any of Paragraphs 3.1.1 to 3.1.11 (inclusive) of this Part A of Schedule 26 the Buyer may by notice:

- a) require the Supplier to remove from performance of this Contract any sub-contractor, Supplier Staff or other persons associated with it whose acts or omissions have caused the Default; or
- b) immediately terminate this Contract and the consequences of termination set out in Clause 14.5.1 of the Core Terms shall apply.

4. Environmental Requirements

- 4.1.** The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.
- 4.2.** In performing its obligations under this Contract, the Supplier shall, where applicable to this Contract, to the reasonable satisfaction of the Buyer:
 - 4.2.1.** prioritise waste management in accordance with the Waste Hierarchy as set out in Law;
 - 4.2.2.** be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law; and
 - 4.2.3.** ensure that it and any third parties used to undertake recycling, disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal.
- 4.3.** In circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency.
- 4.4.** In performing its obligations under this Contract, the Supplier shall to the reasonable satisfaction of the Buyer (where: (i) the anticipated Charges in any Contract Year are above £5 million per annum (including VAT)); (ii) this is a public contract, other than a special regime contract under the Procurement Act 2023; and (iii) it is related to and proportionate to the contract in accordance with PPN 016), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 016.
- 4.5.** The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

5. Supplier Code of Conduct

- 5.1.** In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf

The Buyer expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

6. Recruitment of Supplier Staff

Where, during the Contract Period, the Supplier or a Subcontractor need to hire Supplier Staff for a role based in the United Kingdom, the role should be published on the Governments' 'Find a Job' website and include the location at which Supplier Staff would be expected to perform the role.

7. Reporting

The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with any of the requirements in Paragraphs 1 to 5 of this Part A above within fourteen (14) days of such request, [provided that such requests are limited to [two (2)] per requirement per Contract Year].

Part B

1. Equality, Diversity and Inclusion – Further Requirements

- 1.1. [In delivering the Deliverables, the Supplier will comply with the Buyer's equality, diversity and inclusion requirements, to be provided to the Supplier by the Buyer.]
- 1.2. [The Supplier shall ensure that it fulfils its obligations under this Contract in a way that does not discriminate against individuals because of socio-economic background, working pattern or having parental or other caring responsibilities.]

2. Environmental – Further Requirements

- 2.1. The Supplier must have a documented management system and controls in place to manage the environmental impacts of delivering the Deliverables.
- 2.2. The Supplier shall ensure that any Deliverables are designed, sourced and delivered in a manner which is environmentally and socially responsible.
- 2.3. In delivering the Deliverables, the Supplier must comply with the Buyer's sustainability requirements, to be provided to the Supplier by the Buyer.
- 2.4. The Supplier warrants that it has obtained relevant Environment Management System (EMS) certified to ISO 14001 or an equivalent certification from a UKAS accredited body and shall comply with and maintain certification requirements throughout the Contract Period.
- 2.5. [In performing its obligations under this Contract, the Supplier shall to the reasonable satisfaction of the Buyer:
 - 2.5.1. avoid consumable single use items (including packaging) unless otherwise agreed with the Buyer, and unless the use is primarily related to the

- management of the Supplier's own facilities or internal operations as opposed to the provision of Deliverables;
- 2.5.2. demonstrate that the whole life cycle impacts (including end of use) associated with the Deliverables that extend beyond direct operations into that of the supply chain have been considered and reduced;
 - 2.5.3. minimise the consumption of resources and use them efficiently (including water and energy), working towards a circular economy including designing out waste and non-renewable resources, using re-use and closed loop systems;
 - 2.5.4. demonstrate protection of the environment including understanding and reduction of biosecurity risks (which include risks to plant and tree health from harmful pests and diseases), and reducing and eliminating hazardous/harmful substances to the environment and preventing pollution;
 - 2.5.5. enhance the natural environment and connecting communities with the environment;
 - 2.5.6. [achieve continuous improvement in environmental (and social) performance]and
 - 2.5.7. demonstrate to the Buyer that it has an environmental management system in place that is at least equivalent to the standards required to be certified to ISO 14001.
- 2.6. [The Supplier shall inform the Buyer within one Working Day in the event that a permit, licence or exemption to carry or send waste generated under this Contract is revoked.]

[Guidance: Insert any other environmental requirement the Buyer wishes to add, e.g. those in line with the [Government Greening Commitments](#), or for ICT - the Greening government: ICT and digital services strategy 2020 to 2025 and point 12 of the Technology Code of Practice]

3. Modern Slavery– Further Requirements

[Guidance: Paragraphs 3.1 to 3.9 are intended for use in medium and high risk contracts. For guidance on classifying contracts as medium or high risk, please see section 1 of the Modern Slavery Guidance attached to PPN 009 (Tackling Modern Slavery in Government Supply Chains). Buyers should consider which requirements, including any additional requirements, are appropriate for their Contract.]

- 3.1. [Optional: The Supplier shall comply with any request by the Buyer to complete the Modern Slavery Assessment Tool within sixty (60) days of such request.]
- 3.2. [Optional: The Supplier shall, if the Supplier or the Buyer identifies any occurrence of modern slavery connected to this Contract, comply with any request of the Buyer to follow the Rectification Plan Process to submit a

remedial action plan which follows the form set out in Annex D of the Tackling Modern Slavery in Government Supply Chains guidance to PPN 009 (Tackling Modern Slavery in Government Supply Chains).]

- 3.3. [Optional: The Supplier shall comply with any request by the Buyer to provide a Supply Chain Map within fourteen (14) days of such request.]
- 3.4. [Optional: The Supplier shall comply with any request by the Buyer to provide a copy of any reports of any Subcontractor regarding any or all of workplace conditions, working or employment practices and recruitment practices within fourteen (14) days of such request.]
- 3.5. [Optional: The Supplier shall carry out due diligence to ensure workers in its business and its supply chains are not paying illegal or exploitative recruitment fees to secure employment, and where these fees are uncovered shall ensure that workers are remedied.]
- 3.6. [Optional: The following shall be added to the definition of "Audit" in Schedule 1 immediately after limb (k):
- 3.7. "(l) carry out an unannounced or semi-announced inspection of any Site and speak directly to any Supplier Staff in a confidential manner and in the native language of such Supplier Staff in respect of workforce conditions, working or employment practices and recruitment practices;"]
- 3.8. [Optional: For the purposes of an audit carried out pursuant to limb (l) of the definition of "Audit", in addition to any other rights under this Contract, the Buyer may instruct the Supplier to carry out such an audit of any Subcontractor by an independent third party and, if so instructed, the Supplier shall deliver a report to the Buyer within ninety (90) days of such instruction.][Optional: If the Supplier notifies the Buyer pursuant to Paragraph 3.1.11 it shall respond promptly to the Buyer's enquiries, co-operate with any investigation, and allow the Buyer to audit any books, records and/or any other relevant documentation in accordance with this Contract.]
- 3.9. [Optional: If the Supplier is in Default under any of Paragraphs 3.1 to 3.7 (inclusive) of this Part B of Schedule 26 the Buyer may by notice:
 - 3.9.1. require the Supplier to remove from performance of this Contract any Sub-Contractor, Supplier Staff or other persons associated with it whose acts or omissions have caused the Default; or
 - 3.9.2. immediately terminate this Contract and the consequences of termination set out in Clause 14.5.1 of the Core Terms shall apply.]

4. Further Reporting Requirements

- 4.1. The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with any of the requirements in Paragraphs [1 and 2] of this Part B above within [thirty (30)] days of such request, [provided that such requests are limited to [two] per requirement per Contract Year.

Schedule 27 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1. The Supplier is entitled to sub-contract its obligations under this Contract to the Key Subcontractors set out in the Award Form.
- 1.2. Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph 1.4. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Award Form. The Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.2.1. the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.2.2. the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers;
 - 1.2.3. the proposed Key Subcontractor employs unfit persons; and/or
 - 1.2.4. the proposed Key Subcontractor is an excluded or excludable supplier within the meaning of the Procurement Act 2023 and any associated Regulations.
- 1.3. The Supplier shall provide the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.3.1. the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.3.2. the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.3.3. where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.3.4. the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Contract Period;
 - 1.3.5. (where applicable) Credit Rating Threshold (as defined in Schedule 24 (*Financial Difficulties*)) of the Key Subcontractor; and
 - 1.3.6. whether the Supplier considers that an exclusion ground within the meaning of the Procurement Act 2023 and any associated Regulations does or may apply to the proposed Key Subcontractor.
- 1.4. If requested by the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.3, the Supplier shall also provide:
 - 1.4.1. a copy of the proposed Key Sub-Contract; and
 - 1.4.2. any further information reasonably requested by the Buyer.

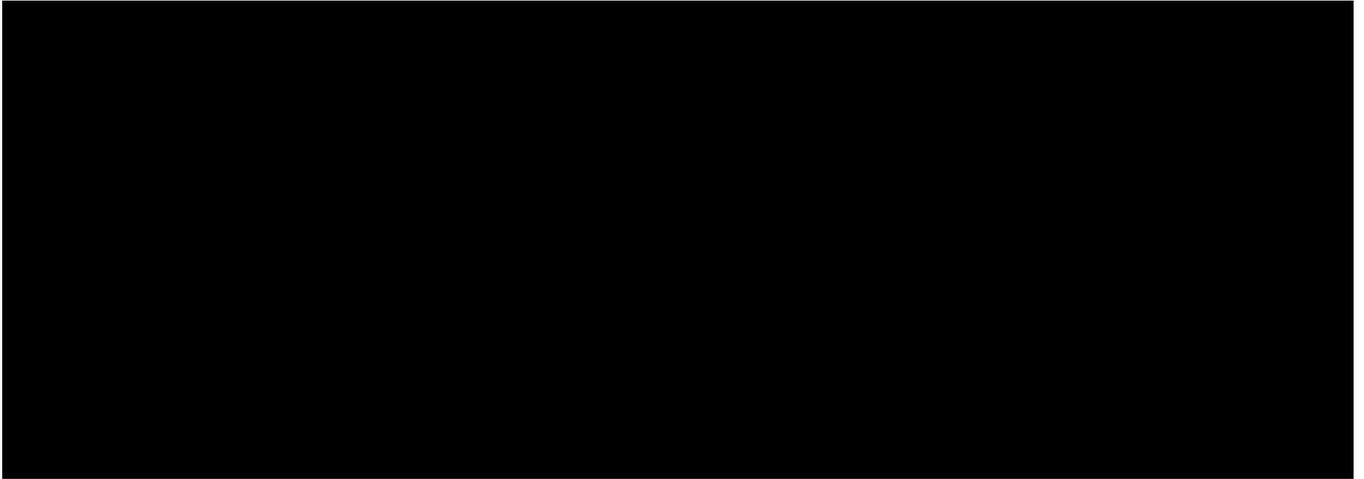
- 1.5.** The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
- 1.5.1.** provisions which will enable the Supplier to discharge its obligations under the this Contract;
 - 1.5.2.** a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;
 - 1.5.3.** a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.5.4.** a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key SubContract to the Buyer;
 - 1.5.5.** obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under this Contract in respect of:
 - a) the data protection requirements set out in Clause 18 (*Data protection and security*);
 - b) the FOIA and other access request requirements set out in Clause 20 (*When you can share information*);
 - c) the obligation not to embarrass the Buyer or otherwise bring the Buyer into disrepute;
 - d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - e) the conduct of audits set out in Clause 6 (*Record keeping and reporting*);
 - 1.5.6.** provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 14.4 (*When the Buyer can end this Contract*) and 14.5 (*What happens if this Contract ends*) of this Contract;
 - 1.5.7.** a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer; and
 - 1.5.8.** a provision enabling the Supplier, the Buyer or any other person on behalf of the Buyer to step-in on substantially the same terms as are set out in Clause 13 (*Step-in rights*).
- 1.6.** The Supplier shall not terminate or materially amend the terms of any Key Sub-Contract without the Buyer's prior written consent, which shall not be unreasonably withheld or delayed.

Schedule 29 (Key Supplier Staff)

1. KEY SUPPLIER STAFF

- 1.1. The Annex 1 (Key Role) to this Schedule lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date ("**Key Staff**").
- 1.2. The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3. The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4. The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1. requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2. the person concerned resigns, retires or dies or is on parental or long-term sick leave; or
 - 1.4.3. the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5. The Supplier shall:
 - 1.5.1. notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2. ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3. give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4. ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5. ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom they have replaced.
- 1.6. The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.
- 1.7. The provisions of this Schedule 29 (*Key Supplier Staff*) are in addition to and not in substitution for the employment exit provisions of Schedule 7 (*Staff Transfer*).

Annex 1 – Key Roles



Schedule 30 (Exit Management)

1. Definitions

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

"Ethical Wall Agreement"	an ethical wall agreement in a form similar to the draft ethical wall agreement set out at Annex 2;
"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Third Party Software"	Software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services;

"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule; and
"Virtual Library"	the data repository hosted by the Supplier containing the accurate information about this Contract and the Deliverables in accordance with Paragraph 2.2 of this Schedule.

2. Supplier must always be prepared for contract exit

- 2.1.** The Supplier shall within thirty (30) days from the Effective Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2.** During the Contract Period, the Supplier shall within thirty (30) days from the Effective Date (or such other period as is specified in the Award Form) create and maintain a Virtual Library containing:
- 2.2.1.** a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
- 2.2.2.** a configuration database detailing the technical infrastructure, a schedule of the IPRs (consistent with Annex 1 of Schedule 6 (*Intellectual Property*) which the Buyer reasonably requires to benefit from the Deliverables (including who is the owner of such IPRs, the contact details of the owner and whether or not such IPRs are held in escrow), any plans required to be delivered by the Supplier pursuant to Schedule 14 (*Business Continuity and Disaster Recovery*) or Schedule 24 (*Financial Difficulties*) and operating procedures through which the Supplier provides the Deliverables, and the Supplier shall ensure the Virtual Library is structured and maintained in accordance with open standards and the security requirements set out in this Contract and is readily accessible by the Buyer at all times. All information contained in the Virtual Library should be maintained and kept up to date in accordance with the time period set out in the Award Form.

2.3. The Supplier shall add to the Virtual Library a list of Supplier Staff and Staffing Information (as that term is defined in Schedule 7 (*Staff Transfer*)) in connection with the Deliverables in accordance with the timescales set out in Paragraphs 1.1, 1.2 of Part E of Schedule 7 (*Staff Transfer*).

2.4. The Supplier shall:

2.4.1. ensure that all Exclusive Assets listed in the Virtual Library are clearly physically identified as such; and

2.4.2. procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

2.5. Each Party shall appoint an Exit Manager within three (3) Months of the Effective Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

3.1. The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any tender notice or associated tender documents and/or to facilitate any potential Replacement Suppliers undertaking due diligence, including without limitation, such information as is required to be provided under Schedule 7 (*Staff Transfer*) (the "**Exit Information**").

3.2. The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

3.3. The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable or within such other time limits as may be specified within this Contract and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

3.4. The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

- 3.5. The Buyer may require the Supplier to enter into the Ethical Wall Agreement at any point during a re-tendering or contemplated re-tendering of the Deliverables or any part of the Deliverables.
- 3.6. If required to enter into the Ethical Wall Agreement, the Supplier will return a signed copy of the Ethical Wall Agreement within ten (10) Working Days of receipt. The Supplier's costs of entering into the Ethical Wall Agreement will be borne solely by the Supplier.

4. Exit Plan

- 4.1. The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer a plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer (the "**Exit Plan**").
- 4.2. The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3. The Exit Plan shall set out, as a minimum:
 - 4.3.1. how the Exit Information is obtained;
 - 4.3.2. a mechanism for dealing with partial termination on the assumption that the Supplier will continue to provide the remaining Deliverables under this Contract;
 - 4.3.3. the management structure to be employed during the Termination Assistance Period;
 - 4.3.4. a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.5. how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - 4.3.6. details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.7. the scope of Termination Assistance that may be required for the benefit of the Buyer (including which services set out in Annex 1 are applicable);
 - 4.3.8. how Termination Assistance will be provided, including a timetable and critical issues for providing Termination Assistance;
 - 4.3.9. any charges that would be payable for the provision of Termination Assistance (calculated in accordance with Paragraph 4.4 below) together with a capped estimate of such charges;
 - 4.3.10. proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.11. proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;

- 4.3.12.** proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.13.** proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.14.** proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.15.** how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.16.** any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4.** Any charges payable as a result of the Supplier providing Termination Assistance shall be calculated and charged in accordance with Schedule 3 (*Charges*). The Supplier shall be entitled to increase or vary the Charges only if it can demonstrate in the Exit Plan that the provision of Termination Assistance requires additional resources and, in any event, any change to the Charges resulting from the provisions of Termination Assistance will be strictly proportionate to the level of resources required for the provision of the Termination Assistance Services.
- 4.5.** The Supplier shall:
- 4.5.1.** maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - a) every six (6) months throughout the Contract Period;
 - b) no later than [twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - d) as soon as reasonably possible following, and in any event no later than [twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
 - 4.5.2.** jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.6.** Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.5 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.7.** A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

- 5.1. The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
- 5.1.1. the nature of the Termination Assistance required; and
 - 5.1.2. the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- 5.2. The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
- 5.2.1. no such extension shall extend the Termination Assistance Period beyond the date eighteen (18) Months after the End Date; and
 - 5.2.2. the Buyer shall notify the Supplier of any such extension by serving not less than twenty (20) Working Days' written notice upon the Supplier.
- 5.3. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than twenty (20) Working Days' written notice upon the Supplier.
- 5.4. In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1. Throughout the Termination Assistance Period the Supplier shall:
- 6.1.1. continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2. provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3. use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4. subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Key Performance Indicators, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 6.1.5. at the Buyer's request and on reasonable notice, deliver up-to-date contents of the Virtual Library to the Buyer; and

- 6.1.6.** seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2.** If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3.** If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Key Performance Indicators, the Parties shall vary the relevant Key Performance Indicators and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

- 7.1.** The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2.** Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
 - 7.2.1.** cease to use the Government Data, other than Government Data (i) the Supplier is required to retain copies of by Law (ii) that is Personal Data in respect of which the Supplier is a Controller; and (iii) in respect of which the Supplier has rights to hold the Government Data independently of this Contract;
 - 7.2.2.** vacate any Buyer Premises;
 - 7.2.3.** remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - 7.2.4.** provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3.** Upon partial termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services

and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Assistance or for statutory compliance purposes.

8. Assets, Sub-contracts and Software

8.1. Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

8.1.1. terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

8.1.2. (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2. Within twenty (20) Working Days of receipt of the up-to-date contents of the Virtual Library provided by the Supplier, the Buyer shall notify the Supplier setting out:

8.2.1. which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

8.2.2. which, if any, of:

a) the Exclusive Assets that are not Transferable Assets; and

b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

8.2.3. which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services. Where requested by the Supplier, the Buyer and/or its Replacement Supplier shall discuss in good faith with the Supplier which Transferable Contracts are used by the Supplier in matters unconnected to the Services or Replacement Services.

8.3. With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

- 8.4.** Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5.** Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 8.5.1.** procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 8.5.2.** procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6.** The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7.** The Buyer shall:
- 8.7.1.** accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 8.7.2.** once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8.** The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9.** The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 23.2 (*Other people's rights in this contract*) shall not apply to this Paragraph 8.9 which is intended to be enforceable by third party beneficiaries by virtue of the CRTPA.

9. No charges

Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

10.1. All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

10.1.1. the amounts shall be annualised and divided by three hundred and sixty five (365) to reach a daily rate;

10.1.2. the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

10.1.3. the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Annex – Scope of Termination Assistance

[Guidance: Please see Paragraph 7.7 of the [Model Services Contract Guidance published on Gov.uk](#) for further detail on choosing Termination Assistance Services]

1. Scope of Termination Assistance

1.1. The Buyer may specify that any of the following services will be provided by the Supplier as part of its Termination Assistance:

1.1.1. notifying the Subcontractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;

1.1.2. providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Buyer and/or the Replacement Supplier after the end of the Termination Assistance Period;

1.1.3. providing details of work volumes and staffing requirements over the twelve (12) Months immediately prior to the commencement of Termination Assistance;

1.1.4. providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Deliverables and re-writing and implementing these during and for a period of twelve (12) Months after the Termination Assistance Period;

1.1.5. providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Deliverables and re-writing and implementing these such that they are appropriate for the

continuation of provision of the Deliverables after the Termination Assistance Period;

- 1.1.6. agreeing with the Buyer an effective communication strategy and joint communications plan which sets out the implications for Supplier Staff, Buyer staff, customers and key stakeholders;
- 1.1.7. agreeing with the Buyer a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;
- 1.1.8. providing an information pack listing and describing the Deliverables for use by the Buyer in the procurement of the Replacement Deliverables;
- 1.1.9. answering all reasonable questions from the Buyer and/or the Replacement Supplier regarding the Deliverables;
- 1.1.10. agreeing with the Buyer and/or the Replacement Supplier a plan for the migration of the Government Data to the Buyer and/or the Replacement Supplier;
- 1.1.11. providing access to the Buyer and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding six (6) Months afterwards for the purpose of the smooth transfer of the provision of the Deliverables to the Buyer and/or the Replacement Supplier:
 - a) to information and documentation relating to the Deliverables that is in the possession or control of the Supplier or its Subcontractors (and the Supplier agrees and will procure that its Subcontractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
 - b) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Staff who have been involved in the provision or management of the provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors, including those employees filling the relevant Key Staff positions and Key Staff with specific knowledge in respect of the Exit Plan;
- 1.1.12. knowledge transfer services, including:
 - a) making available to the Buyer and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff at the time of termination or expiry as are nominated by the Buyer and/or the Replacement Supplier (acting reasonably);
 - b) transferring all training material and providing appropriate training to those Buyer and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Deliverables;
 - c) providing as early as possible for transfer to the Buyer and/or the Replacement Supplier of all knowledge reasonably

- required for the provision of the Deliverables which may, as appropriate, include information, records and documents;
- d) providing the Supplier and/or the Replacement Supplier with access to sufficient numbers of the members of the Supplier Staff or Subcontractors' personnel of suitable experience and skill and as have been involved in the design, development, provision or management of provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors; and
 - e) allowing the Buyer and/or the Replacement Supplier to work alongside and observe the performance of the Services by the Supplier at its Sites used to fulfil the Services (subject to compliance by the Buyer and the Replacement Supplier with any applicable security and/or health and safety restrictions,

and any such person who is provided with knowledge transfer services will sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require)).

1.1.13. Confirmation that the Supplier will complete any Statements of Work (SoWs) which are outstanding at the Expiry Date before the end of the Termination Assistance Period.

1.2. The Supplier will:

- 1.2.1.** provide a documented plan relating to the training matters referred to in Paragraph 1.1.12 for agreement by the Buyer at the time of termination or expiry of this Contract; and
- 1.2.2.** co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1.7, providing skills and expertise of a suitable standard.

1.3. To facilitate the transfer of knowledge from the Supplier to the Buyer and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services to the operations staff of the Buyer and/or the Replacement Supplier.

1.4. The information which the Supplier will provide to the Buyer and/or the Replacement Supplier pursuant to Paragraph 1.1.11 shall include:

- 1.4.1. copies of up-to-date procedures and operations manuals;
- 1.4.2. product information;
- 1.4.3. agreements with third party suppliers of goods and services which are to be transferred to the Buyer and/or the Replacement Supplier; and
- 1.4.4. key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Buyer pursuant to this Schedule,

and such information shall be updated by the Supplier at the end of the Termination Assistance Period.

1.5. During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and suppliers) of the Replacement Supplier and/or the Buyer access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:

1.5.1. any such agent or personnel (including employees, consultants and suppliers) having such access to any Sites shall:

- a) sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and
- b) during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Buyer deems reasonable; and

1.5.2. the Buyer and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.

Annex – Draft Ethical Wall Agreement

[THE BUYER]

and

[THE SUPPLIER]

ETHICAL WALL AGREEMENT

This Agreement is dated [] 20[] (the "Effective Date").

Between:

1. **[INSERT NAME OF BUYER]** (the "Buyer") [acting on behalf of the Crown] of [insert Buyer's address]; and
2. **[NAME OF SUPPLIER]** a [company]/[limited liability partnership] registered in England and Wales under registered number [insert registered number] whose registered office is at [insert Supplier's registered address] (the "Supplier"), together the "Parties" and each a "Party".

BACKGROUND

A. The Buyer is obliged to ensure transparency, fairness, non-discrimination and equal treatment in relation to its procurement process pursuant to the Procurement Act 2023 and any regulations made under it. The purpose of this document ("**Agreement**") is to define the protocols to be followed to prevent, identify and remedy any conflict of interest (whether actual, potential or perceived) in the context of the Purpose (defined below).

B. The Buyer is conducting a procurement exercise for the [supply/purchase/provision] of [insert details of project/goods/services] (the "**Purpose**").

C. The Parties wish to enter into this Agreement to ensure that a set of management processes, barriers and disciplines are put in place to ensure that conflicts of interest do not arise, and that the Supplier does not obtain an unfair competitive advantage over Other Bidders.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1. The following capitalised words and expressions shall have the following meanings in this Agreement and its recitals:

"Affiliate" means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;

"Agreement" means this ethical walls agreement duly executed by the Parties;

"Bid Team" means any Representatives of the Supplier, any of its Affiliates and/or any Subcontractors connected to the preparation of a Tender Response;

"Central Government Body" means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics, including:

- (4a) Government Departments;
- (4b) Non-Departmental Public Bodies or Assembly Sponsored Public Bodies (advisory, executive, or tribunal);
- (4c) Non-Ministerial Departments; or
- (4d) Executive Agencies;

"Conflicted Personnel" means any Representatives of:

the Supplier;

any of the Supplier's Affiliates; and/or

any Subcontractors,

who, because of the Supplier's, any of its Affiliates' and/or any Subcontractors' relationship with the Buyer under any Contract, have or have had access to information which creates or may create a conflict of interest or provide the Bid Team with an unfair advantage as regards information Other Bidders would not have;

"Contract" means any pre-existing or previous contract between the Buyer and:

- (10a) the Supplier;
- (10b) any of the Supplier's Affiliates;
- (10c) any Subcontractors; and/or
- (10d) any other Third Party,

relating to the subject matter of the Purpose at the date of the commencement of the Tender Process;

"Control" means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and **"Controlled"** shall be construed accordingly;

"Effective Date" means the date of this Agreement as set out above;

"Other Bidder" means any other bidder or potential bidder that is not the Supplier or any of its Affiliates that has taken or is taking part in the Tender Process;

"Procurement Process" means the period commencing on the earlier of: (a) the publication of the first notice in relation to the Purpose; and (b) the execution of this Agreement, and ending on the occurrence of: (i) the publication by the Buyer of the contract details notice; or (ii) the abandonment or termination of the Tender Process as notified by the Buyer;

"Professional Advisor" means a supplier, subcontractor, advisor or consultant engaged by the Supplier and/or any of its Affiliates under the auspices of compiling its Tender Response;

"Purpose" has the meaning given to it in recital B to this Agreement;

"Representative" refers to a person's officers, directors, employees, advisers (including the officers, directors, employees, advisers and agents of any Professional Advisors), agents and, where the context admits, providers or potential providers of finance (including their representatives) to the Supplier, any of its Affiliates and/or any subcontractors engaged in connection with the Tender Process;

"Subcontractor" means an existing or proposed subcontractor of:

- (19a) the Supplier; and/or
- (19b) any of the Supplier's Affiliates,

who is connected to the preparation of an Tender Response (including key subcontractors named in the Tender Response);

"Tender Process" means, with regard to the Purpose, the relevant procedure provided for in the Procurement Act 2023 (as amended), which the Buyer has elected to use to select a contractor or contractors, together with all relevant information, data, correspondence and/or documents issued and/or made available by or on behalf of the Buyer as part of that procurement exercise and all information, correspondence and/or documents issued and/or made available by or on behalf of the bidders in response together with any resulting contracts;

"Tender Response" means the tender(s) submitted, or to be submitted, by the Counterparty, any of its Affiliates and/or any Subcontractors in response to any invitation(s) to submit bids under the Tender Process;

"Third Party" means any person who is not a Party, including Other Bidders, their Affiliates and/or their Representatives; and

"Working Day" means any day of the week other than a weekend, when Banks in England and Wales are open for business.

1.2 Reference to the disclosure of information includes any communication or making available information and includes both direct and indirect disclosure.

1.3 Reference to the disclosure of information, or provision of access, by or to the Buyer, the Supplier, any of the Supplier's Affiliates and/or any Subcontractors includes disclosure, or provision of access, by or to the Representatives of the Buyer, the Supplier, any of its Affiliates and/or any Subcontractors (as the case may be).

1.4 Reference to persons includes legal and natural persons.

- 1.5 Reference to any enactment is to that enactment as amended, supplemented, re-enacted or replaced from time to time.
- 1.6 Reference to clauses and recitals is to clauses of and recitals to this Agreement.
- 1.7 Reference to any gender includes any other.
- 1.8 Reference to writing includes email.
- 1.9 The words "**include**" and "**including**" are to be construed without limitation.
- 1.10 The singular includes the plural and vice versa.
- 1.11 The headings contained in this Agreement shall not affect its construction or interpretation. \

2. Ethical walls

In consideration of the sum of £1 payable by the Buyer to the Supplier, receipt of which is hereby acknowledged, the Parties agree to be bound by the terms of this Agreement.

3. Conflicts of Interest

3.1. The Supplier:

- 3.1.1.** shall take all appropriate steps to ensure that neither the Supplier, nor its Affiliates, nor any Subcontractors nor any Representatives are in a position where, in the reasonable opinion of the Buyer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier, any of its Affiliates, any Subcontractors and/or any Representatives and the duties owed to the Buyer under any Contract or pursuant to an open and transparent Tender Process; and
- 3.1.2.** acknowledges and agrees that a conflict of interest may arise in situations where the Supplier, any of its Affiliates, any Subcontractors and/or any Representatives intend to take part in the Tender Process and because of the Supplier's, any of its Affiliates', any Subcontractors' and/or any Representatives' relationship with the Buyer under any Contract, the Supplier, any of its Affiliates, any Subcontractors and/or any Representatives have or have had access to information which could provide the Supplier, any of its Affiliates, any Subcontractors and/or any Representatives with an advantage and render unfair an otherwise genuine and open competitive Tender Process.

3.2. Where there is or is likely to be a conflict of interest, or the perception of a conflict of interest, of any kind in relation to the Tender Process, the Supplier shall take such steps that are necessary to eliminate the conflict of interest to the Buyer's satisfaction, including one or more of the following:

3.2.1. not assigning any of the Conflicted Personnel to the Bid Team at any time;

3.2.2. providing to the Buyer promptly upon request a complete and up to date list of any Conflicted Personnel and the personnel comprising the Bid Team and reissue such list to the Buyer promptly upon any change to it;

3.2.3. ensuring that no act or omission by itself, its Affiliates, any Subcontractors and/or any Representatives results in information of any kind, however conveyed, or in any format and however so stored:

- a) about the Tender Process (gleaned from the performance of any Contract or otherwise); and/or
- b) which would or could in the opinion of the Buyer confer an unfair advantage on the Supplier in relation to its participation in the Tender Process,

becoming available to the Bid Team where the Buyer has not made generally available that information to Other Bidders;

3.2.4. ensuring that by no act or omission by itself, its Affiliates, any Subcontractors and/or any Representatives and in particular the Bid Team results in information of any kind, however conveyed, in any format and however so stored about the Tender Process, its operation and all matters connected or ancillary to it becoming available to the Conflicted Personnel;

3.2.5. ensure that agreements that flow down the Supplier's obligations in this Agreement, are entered into as necessary, between the Supplier and its Affiliates and any Subcontractors in a form to be approved by the Buyer.

3.2.6. physically separating the Conflicted Personnel and the Bid Team, either in separate buildings or in areas with restricted access;

3.2.7. providing regular training to its Affiliates, any Subcontractors and/or Representatives to ensure it is complying with this Agreement;

3.2.8. monitoring Conflicted Personnel movements within restricted areas (both physical and electronic online areas) to ensure it is complying with this Agreement and to ensure adherence to the ethical wall arrangements the Supplier, its Affiliates, any Subcontractors and/or any Representatives have put in place in order to comply with this Agreement;

3.2.9. ensuring that the Conflicted Personnel and the Bid Team are line managed and report independently of each other; and

3.2.10. complying with any other action as the Buyer, acting reasonably, may direct in connection with the Tender Process and/or this Agreement.

4. Notification of Conflicts of Interest

4.1. The Supplier shall:

- 4.1.1.** notify the Buyer immediately in writing of all perceived, potential and/or actual conflicts of interest that arise or have arisen;
- 4.1.2.** submit in writing to the Buyer full details of the nature of the perceived, potential and/or actual conflict of interest including full details of the risk assessments undertaken, the impact or potential impact of the perceived, potential and/or actual conflict, the measures and arrangements that have been established and/or are due to be established, to eliminate the perceived, potential and/or actual conflict, and the Supplier's plans to prevent potential conflicts of interests from arising ("**Proposed Avoidance Measures**"); and
- 4.1.3.** seek the Buyer's approval to the Proposed Avoidance Measures which the Buyer shall have the right to grant, grant conditionally or deny (if the Buyer rejects the Proposed Avoidance Measures the Supplier shall repeat the process set out in this Clause 2.4 until such time as the Buyer grants approval or the Supplier withdraws from the Tender Process).

4.2. The Supplier will provide to the Buyer, on demand, any and all information in relation to its adherence with its obligations set out under Clauses 2.2 and 2.3 as reasonably requested by the Buyer.

4.3. The Buyer reserves the right to require the Supplier to demonstrate the measures put in place by the Supplier under Clauses 2.2 and 2.3.

4.4. The Supplier acknowledges that any provision of information or demonstration of measures, in accordance with Clauses 2.5 and 2.6, does not constitute acceptance by the Buyer of the adequacy of such measures and does not discharge the Supplier of its obligations or liability under this Agreement.

5. Exclusion from the Tender Process

5.1. Where, in the reasonable opinion of the Buyer, there has been any breach by the Supplier of Clauses 2.2, 2.3, or 2.4 or failure to obtain the Buyer's approval of the Proposed Avoidance Measures the Buyer shall be entitled to exclude the Supplier, or any of its Affiliates and/or any Representatives, from the Tender Process, and the Buyer may, in addition to the right to exclude, take such other steps as it deems necessary.

5.2. The actions of the Buyer pursuant to Clause 2.8 shall not prejudice or affect any right of action or remedy under this Agreement or at law which shall have accrued or shall thereafter accrue to the Buyer.

6. Bid Costs

6.1. In no event shall the Buyer be liable for any bid costs incurred by:

- 6.1.1.** the Supplier or any of its Affiliates, any Representatives and/or any Subcontractors; or
- 6.1.2.** any Third Party,

as a result of any breach of this Agreement by the Supplier, any of its Affiliates, any Subcontractors and/or Representatives, including where the Supplier, any of its

Affiliates, any Subcontractors or Representatives, or any Third Party is or are excluded from the Tender Process.

7. Specific Remedies

7.1. The Supplier acknowledges and agrees that:

7.1.1. neither damages nor specific performance are adequate remedies in the event of a breach of the obligations in Clause 2; and

7.1.2. in the event of a breach of any of the obligations in Clause 2 which cannot be effectively remedied the Buyer shall have the right to terminate both this Agreement and the Supplier's participation in the Tender Process in each case with immediate effect on written notice.

8. Sole responsibility

It is the sole responsibility of the Supplier to comply with the terms of this Agreement, including ensuring its Affiliates, any Subcontractors, and/or any Representatives comply with the terms of this Agreement. No approval by the Buyer of any procedures, agreements or arrangements provided by the Supplier, any of its Affiliates, any Subcontractors and/or their Representatives to the Buyer shall discharge the Supplier's obligations.

9. Waiver and invalidity

9.1. No failure or delay by any Party in exercising any right, power or privilege under this Agreement or by law shall constitute a waiver of that or any other right, power or privilege, nor shall it restrict the further exercise of that or any other right, power or privilege. No single or partial exercise of such right, power or privilege shall prevent or restrict the further exercise of that or any other right, power or privilege.

9.2. If any provision of this Agreement is prohibited or unenforceable in any jurisdiction in relation to any Party, such prohibition or unenforceability will not invalidate the remaining provisions of this Agreement, or affect the validity or enforceability of the provisions of this Agreement in relation to any other Party or any other jurisdiction.

10. Assignment and novation

10.1. The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement without the prior written consent of the Buyer.

10.2. The Buyer may assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement and/or any associated licences to:

10.2.1. any Central Government Body; or

10.2.2. to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Buyer; and

10.2.3. the Supplier shall, at the Buyer's request, enter into a novation agreement in such form as the Buyer may reasonably specify in order to enable the Buyer to exercise its rights pursuant to this Clause 5.

10.3. A change in the legal status of the Buyer such that it ceases to be a Central Government Body shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Buyer.

11. Contracts (Rights of Third Parties) Act 1999

A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any term of this Agreement, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

12. Transparency

The Parties acknowledge and agree that the Buyer is under a legal duty pursuant to the Procurement Act 2023 to run procurement processes in accordance with section 12 of the Procurement Act 2023. Accordingly, the Buyer may disclose the contents of this Agreement to Other Bidders (and/or potential Other Bidders) for the purposes of transparency and in order to evidence that a fair procurement process has been followed.

13. Notices

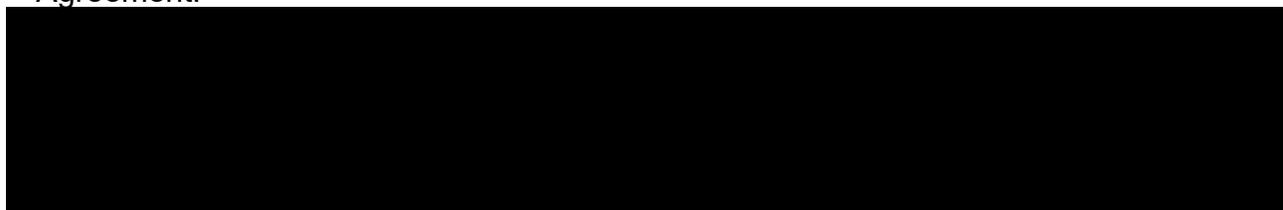
13.1. Any notices sent under this Agreement shall be in writing and be served by e-mail unless it is not practicable to do so.

13.2. Subject to Clause 8.1, the following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
Email.	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message.
Personal delivery.	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will	Properly addressed and delivered as evidenced by signature of a delivery receipt.

	occur at 9.00am on the next Working Day.	
Prepaid, Royal Mail Signed For™ 1 st Class or other prepaid, next Working Day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.

13.3. Notices shall be sent to the e-mail addresses (or address, where e-mail is not practicable) set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:



13.4. This Clause 8 does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

14. Waiver and cumulative remedies

14.1. The rights and remedies under this Agreement may be waived only by notice, and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.2. Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

15. Term

Each Party's obligations under this Agreement shall continue in full force and effect for period of 2 years from the Effective Date

16. Governing law and jurisdiction

16.1. This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

16.2. The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

Signed by the Buyer

Name:

Signature:

Position in Buyer:

Signed by the Supplier

Name:

Signature:

Position in Supplier: