

# Contract for National Underground Asset Register (NUAR) Data Transformation & Ingestion Service

**This Contract is entered into between:**

- (1) Ordnance Survey Limited, a company registered in England and Wales (company registration number 09121572) whose registered address is at Explorer House, Adanac Drive, SOUTHAMPTON, UK, SO16 0AS (**OS**); and
- (2) 1Spatial Group Limited, a company registered in England and Wales (company registration number 04785688 whose registered office is at Unit F7, Stirling House Cambridge Innovation Park, Denny End Road, Waterbeach, Cambridge, Cambridgeshire, United Kingdom, CB25 9PB (the **Supplier**).

This Contract comprises all terms contained in this document (including the Schedules) together with the purchase order and any other documents referred to herein.

**1 Definitions & interpretations**

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

<b>Expression</b>	<b>Meaning</b>
<b>Acceptance Test(s)</b>	means the test(s) to be carried out by OS in order to verify that the Deliverables and / or the Goods and / or the Services confirm with OS's requirements and this Contract.
<b>Acceptance Testing</b>	means the carrying out of the Acceptance Tests.
<b>Acceptance Test Period</b>	means a period of 10 Working Days commencing on the Working Day following the delivery of the Goods and / or Services.
<b>Affiliate</b>	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 with, that body corporate from time to time.
<b>Agency Worker Regulations</b>	means the <i>Agency Worker Regulations 2010</i> .
<b>Best Industry Practice</b>	means the exercise of the highest degree of skill, care and foresight which would be expected from a highly skilled and experienced person at the leading edge of their field engaged in the same type of undertaking under the same or similar circumstances.
<b>Bribery Act 2010</b>	means the <i>Bribery Act 2010</i> .
<b>Carbon Footprint</b>	means the total annual GHG Emissions relating to a Party;
<b>Climate Objective</b>	means the ultimate objectives of the United Nations Framework Convention on Climate Change (UNFCCC), the Paris Agreement and related agreements, and in particular limiting the increase in global temperatures to 1.5 degrees Celsius above pre-industrial levels and achieving net zero emissions by 2050 or sooner (in line with the best available science and increased climate ambition).
<b>Climate Change Questionnaire</b>	means a questionnaire provided by or on behalf of OS for completion by the Supplier with the aim of obtaining information on the Supplier's climate change activities;
<b>Code</b>	means the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part I of the <i>Freedom of Information Act 2000</i> .
<b>Commencement Date</b>	has the meaning set out in Clause 20.
<b>Confidential Information</b>	means any Commercially Sensitive Information and any other information that is marked or identified as confidential, or that would reasonably be considered to be confidential in nature, that relates to the affairs of a Party and is acquired by the other Party in anticipation of or as a result of the Contract.

<b>Commercially Sensitive Information</b>	means any information identified as such in Schedule 5.
<b>Contracts Finder</b>	means the Government's publishing portal for public sector procurement opportunities.
<b>Data Protection Impact Assessment</b>	an assessment by OS of the impact of the envisaged processing on the protection of Personal Data.
<b>Data Protection Legislation</b>	all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the Commissioner or other relevant regulatory authority and which are applicable to a party.
<b>Data Subject Access Request</b>	means 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;
<b>Deliverable</b>	means the outcome of the Goods and / or Services, including but not limited to all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
<b>Delivery</b>	means the delivery of the Goods and / or Services by the time, date and method as set out in the Contract.
<b>Domestic Law</b>	means the law of the United Kingdom or a part of the United Kingdom.
<b>EU Law</b>	means the law of the European Union or any member state of the European Union.
<b>DOTAS</b>	means the Disclosure of Tax Avoidance Scheme rules which require a promoter of tax schemes to tell HM Revenue & Customs 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 <i>Finance Act 2004</i> and in secondary legislation made under vires contained in Part 7 of the <i>Finance Act 2004</i> and as extended to National Insurance Contributions by the <i>National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012</i> , SI 2012/1868 made under s.132A Social Security Administration Act 1992.
<b>Effective Date</b>	means the date on which this Contract is signed by both Parties.
<b>EIR</b>	means the <i>Environmental Information Regulations 2004</i> .
<b>EU GDPR</b>	means the General Data Protection Regulation ((EU) 2016/679).
<b>FOIA</b>	means the <i>Freedom of Information Act 2000</i> .
<b>Force Majeure Event</b>	means any event outside the reasonable control of a party affecting its ability to perform any of its obligations under this Contract.
<b>General Anti-Abuse Rule</b>	means: <ul style="list-style-type: none"> <li>a) the legislation in Part 5 of the <i>Finance Act 2013</i>; and</li> <li>b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.</li> </ul>

<b>GHG Emissions</b>	means emissions of the greenhouse gases listed at Annex A of the 1998 Kyoto Protocol to the UNFCCC, as may be amended from time to time;
<b>Goods</b>	means the goods to be supplied by the Supplier (as specified in Schedule 1) pursuant to or in connection with the Contract (including any instalment of the goods or any part of them) and shall, where the context so admits, include any Materials to be supplied thereunder.
<b>Halifax Abuse Principle</b>	means the principle explained in the CJEU Case C-255/02 Halifax and others.
<b>HSWA</b>	means the <i>Health and Safety at Work etc Act 1974</i> .
<b>Intellectual Property Rights</b>	means all patents, copyrights, database rights, trademarks, service marks, inventions, domain names, database rights, utility models and design rights (whether registered or not and all applications for any of the foregoing) and all rights of confidence in the know how whensoever and howsoever arising for the full term thereof and all renewals and extensions thereof.
<b>KPI(s)</b>	means the Key Performance Indicators as set out in Schedule 2.
<b>Liabilities</b>	means all liabilities, losses, sanctions, proceedings, demands, claims, damages, redundancy payments, payments in lieu of notice, amounts agreed upon in settlement, costs and expenses (including all legal and other professional fees, expenses and disbursements).
<b>Net Zero</b>	means a balance between an entity's sources and sinks of greenhouse gases. This is achieved by reducing GHG Emissions in line with the Climate Objective;
<b>Occasion of Tax Non-Compliance</b>	<p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> <li>i. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</li> <li>ii. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or</li> </ul> <p>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion.</p>
<b>OS Network</b>	means the computer equipment or the computer network or equipment of OS or equipment belonging to any third party but resident on OS's Premises.
<b>PCI Data Security Standards</b>	means the security standards associated with payment cards published by the PCI Security Standards Council.
<b>Persistent Breach</b>	means 3 or more failures by a party to comply with its obligations under this Contract in any 12 month period during the Term, or any failure to meet a KPI which has not been remedied by the Supplier within 30 days of OS notifying the Supplier of such failure.
<b>Personal Data</b>	has the same meaning as set out in the Data Protection Legislation.
<b>Personnel</b>	means all employees, agents, consultants, directors, professional advisers and staff engaged by the Supplier or acting on the Supplier's behalf.

<b>Pre-Existing IPR</b>	means any Intellectual Property Rights vested in or licensed to (a) the Supplier prior to or independently of the performance by the Supplier of its obligations under this Contract; and (b) OS prior to or independently of the performance by OS of its obligations under this Contract.
<b>Premises</b>	means Explorer House, Adanac Drive, SOUTHAMPTON, UK, SO16 0AS or such other location where the Services are to be performed and / or the Goods are to be delivered.
<b>Price</b>	means the price of the Goods and / or Services, exclusive of VAT, as stated in Schedule 4.
<b>Relevant Tax Authority</b>	means HM Revenue & Customs or, if applicable, a tax authority in the jurisdiction in which the Supplier is established.
<b>Retest</b>	means the retest of the Deliverables by OS following the failure of the Acceptance Test(s).
<b>Services</b>	means the Services to be performed by the Supplier (as specified in Schedule 1) pursuant to or in connection with the Contract (including any instalment of Goods or any part of them and in accordance with the Supplier's Bid Response as set out in Schedule 9) and shall, where the context so admits, include any materials and Goods to be supplied thereunder.
<b>Schedule</b>	means the schedules attached to this Contract as completed by the Parties.
<b>Single Use Plastic</b>	means a product that is made wholly or partly from plastic and that is not conceived, designed or placed on the market to accomplish, within its life span, multiple trips or rotations by being returned to the producer for refill or reused for the same purpose for which it was conceived;
<b>SME</b>	means 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-sized enterprises.
<b>Subcontract</b>	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Subcontractor) and any third party whereby that third party agrees to provide to the Supplier (or the Subcontractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof.
<b>Subcontractors</b>	means any third Parties engaged by the Supplier to provide Goods and / or Services or any part thereof or facilities or services in connection with the Contract.
<b>Supplier Code of Conduct</b>	means the Supplier Code of Conduct, which is set out at Appendix 1.
<b>Supplier's Bid Response</b>	means the response provided by the Supplier in its bid for the Services describing the commitments of the Supplier to deliver the Services and which is set out at Schedule 9 .
<b>Term</b>	means the duration of the Contract as specified in Clause 20.
<b>TUPE</b>	means the <i>Transfer of Undertakings (Protection of Employment) Regulations 2006</i> .
<b>UK GDPR</b>	has the meaning given to it in the Data Protection Act 2018.
<b>Unconnected Subcontract</b>	any contract or agreement which is not a Subcontract 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.
<b>Unconnected Subcontractor</b>	any third party with whom the Supplier enters into an Unconnected Subcontract.

- VAT** means Value Added Tax at the rate applicable to the Goods and / or Services being performed or supplied under the Contract.
- VCSE** means a non-governmental organisation that is value-driven, and which principally reinvests its surpluses to further social, environmental or cultural objectives.
- Working Day** means any day other than a Saturday, Sunday or public holiday in England and Wales.
- 1.2 A reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted from time to time.
- 1.3 Where the context so permits, references to the Supplier shall include its Personnel and Subcontractors.
- 1.4 Reference to the Parties shall be deemed to refer to both OS and the Supplier. Reference to a Party shall be deemed to refer to either OS or the Supplier as the context so permits.
- 1.5 In the event and to the extent only of any conflict or inconsistency in the provisions of the terms of this Contract and the provisions of the Schedule or any other documents that are referred to herein, the following order of precedence shall prevail:
- 1.5.1 the terms of this Contract, except for the Schedules
- 1.5.2 the completed Schedules, unless the Schedule expressly states that the relevant provision is intended to supersede the terms of this Contract.
- 1.5.3 any other document referred to in the Clauses of this Contract.
- 2 The Goods and / or Services**
- 2.1 The Supplier acknowledges that it:
- 2.1.1 has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of OS;
- 2.1.2 has raised all relevant due diligence questions with OS before the Commencement Date; and
- 2.1.3 has entered into this Agreement in reliance on its own due diligence alone.
- 2.2 The Goods and Deliverables shall be to the satisfaction of OS and shall;
- 2.2.1 be of satisfactory quality;
- 2.2.2 be fit and sufficient for any purpose held out by the Supplier or made known to the Supplier by OS, expressly or by implication, and in this respect, OS relies on the Supplier's skill and judgement;
- 2.2.3 be free from defects in design, materials and workmanship;
- 2.2.4 conform in all respects to the Contract (and any variations thereto) including without limitation any specification supplied or advised by OS to the Supplier and the commitments set out in the Supplier's Bid Response; the Deliverables shall at all times be provided to meet or exceed the KPIs;
- 2.2.5 be new and not used in any way (unless OS has otherwise agreed in writing in Schedule 1); and
- 2.2.6 where appropriate, comply with the PCI Data Security Standards.
- 2.3 The Supplier shall for the Term supply the Services in accordance with the Contract including without limitation any service description supplied or advised by OS to the Supplier and shall at all times provide the Deliverable(s) to meet or exceed the KPIs.
- 2.4 The Supplier shall meet any performance dates for the Services specified in the Contract.
- 2.5 In providing the Services, the Supplier shall perform the Services as follows:
- 2.5.1 with the highest degree of skill, care and diligence in accordance at all times, with Best Industry Practice;

- 2.5.2 in co-operation with OS in all matters relating to the Services, and comply with all instructions of the OS;
  - 2.5.3 in accordance with any relevant OS policies and the Supplier Code of Conduct;
  - 2.5.4 using personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
  - 2.5.5 in accordance with the commitments set out in the Supplier's Bid Response;
  - 2.5.6 not do or omit to do anything which may cause OS to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that OS may rely or act on the Services; and
  - 2.5.7 wherever practicable, in a way that reduces the volume of Single Use Plastic produced as a result of their activities under the Contract.
- 2.6 The Parties shall, wherever practicable, perform their obligations under this Contract in a way that minimises the Carbon Footprint associated with their activities under the Contract, and ensure that Goods and / or Services are sourced and supplied in an ethical and sustainable manner.
  - 2.7 OS relies on the skill and judgement of the Supplier in the supply of the Goods and /or Services and the execution of the Contract.
  - 2.8 The Supplier shall ensure that the Goods and / or Services conform in all respects to the requirements of any law, regulation or code of practice (to the extent non-compliance with such codes of practice is deemed breach of the associated laws by the relevant regulatory authority) applicable to the Supplier from time to time and that generally affect its provision of goods and/services to its customers.
  - 2.9 Where applicable, the Supplier shall comply with the Payment Card Industry Data Security Standards in force from time to time (and with any other policies and standards issued by the Payment Card Industry Security Standards Council from time to time).
  - 2.10 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods and the provision of the Services.
  - 2.11 OS reserves the right by notice to the Supplier to modify the quality or quantity of the Goods and / or Services and any alteration to the Contract price or the delivery date arising by reason of such modification shall be agreed between the Parties in writing.
  - 2.12 Where the Supplier requires access to the OS Network then the Supplier shall:
    - 2.12.1 observe such procedures (including the use of equipment and software provided by OS to carry out the Services and / or making available any equipment or software for virus checking by OS prior to installation and / or connection to the OS Network); and
    - 2.12.2 provide such information as OS shall require; and
    - 2.12.3 ensure that no such equipment or software used by the Supplier, causes any loss, damage, corruption or other adverse effect upon the OS Network.

### **3 The Price**

- 3.1 The Price is deemed to include all taxes (other than VAT), levies and duties and, where applicable, all packaging, carriage, insurance and delivery. The Price for the Services shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by OS, the Price shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 3.2 The Supplier shall only invoice OS once the Goods and / or Services have been delivered and accepted by OS.

- 3.3 Invoices shall be addressed to the Suppliers Accounts Department at OS. Only digital PDF invoices will be accepted by OS for payment: photocopies, faxes, scans or similar are not acceptable, unless otherwise agreed. In each invoice, the Supplier shall ensure that the full OS company name is detailed, quote the relevant purchase order number along with the information required on the advice note and the Supplier's VAT registration number (if applicable). Invoices must be submitted to the e-mail address advised by OS. OS is entitled to reject any invoice which does not conform to these requirements.
- 3.4 Subject to clause 22, payment of undisputed sums will be due within 30 calendar days of receipt by OS of a correctly presented and properly submitted invoice (unless OS has otherwise agreed in writing in Schedule 4). Payment will be made in pounds sterling (£) (unless otherwise agreed in Schedule 4). OS shall notify the Supplier of any disputed sums within 10 Working Days, giving full reasons for the dispute.
- 3.5 In the event that Supplier, at any time during the Term of this Contract;
- 3.5.1 provides Goods or Services (or similar goods or services as those contemplated under this Contract) to any of its customers at rates which are below those stated herein; or
- 3.5.2 implements any measures that result in cost savings to the Supplier then the Supplier shall consider reducing the rates under this Contract to reflect lower rates offered to other customers, subject to mutual agreement and reasonable commercial justification.

#### **4 Delivery**

- 4.1 Subject to Clause 18 any access to the Premises provided by OS in connection with delivery shall be provided without acceptance by OS of any liability whatsoever.
- 4.2 Where access to Premises is necessary in connection with delivery or installation under the Contract, the Supplier shall at all times comply with any instructions issued to the Supplier by OS or an OS nominated third party regarding conduct of the Supplier on the Premises.
- 4.3 Unless otherwise agreed, the Goods shall be delivered to the Premises (or such other address as may be notified to the Supplier) between the hours of 9:00 am – 5:30 pm (Monday to Friday). The Goods will be delivered at the Supplier's risk.
- 4.4 On despatch of any consignment of the Goods, the Supplier shall send or deliver to OS at the address for delivery of the Goods an advice note specifying the means of transport, the place and date of despatch, date of order and order number (if any) the number of packages and their weight and volume, the type of Goods special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered. If the delivery is to third party Premises, the Supplier shall send the advice note to the third party and send a copy of the advice note to OS.
- 4.5 In accordance with Clause 2.4, the Supplier shall meet any performance dates for the Services specified in the Contract.

#### **5 Time of performance**

- 5.1 Time for delivery of the Goods and / or performance of the Services shall be of the essence. Failure by the Supplier to adhere to the timeframes set out in this Contract shall be deemed a material breach.

#### **6 Title and risk**

- 6.1 Title and risk in the Deliverables shall pass to OS on completion of delivery in accordance with Clause 4 unless payment is made prior to delivery in which case title shall pass to OS once payment has been made and risk shall pass to OS on delivery.

## **7 Inspection, acceptance and / or rejection**

- 7.1 The Supplier shall permit OS or its authorised representative(s) to make any inspection or tests it may reasonably require during manufacture, processing or storage and the Supplier shall afford all reasonable facilities and assistance free of charge at its premises for the purposes of such inspection or tests. No failure to make a complaint at the time of such inspection or tests and no approval given during or after such inspections or tests shall constitute acceptance by OS and shall not relieve the Supplier of any responsibility under the Contract, express or implied. If as a result of the inspection or testing, OS is not satisfied that the Goods and/or Services comply in all respects with the Contract then the Supplier shall take such steps as are necessary to ensure compliance prior to delivery.
- 7.2 Subject to the Supplier meeting the delivery schedule for each Deliverable, OS may carry out Acceptance Tests during the relevant Acceptance Test Period.
- 7.3 If, during the Acceptance Test Period, OS notifies the Supplier that the relevant Deliverable fails to comply with OS's requirements and / or this Contract then the Supplier shall investigate and promptly remedy the non-compliance at no cost to OS within 10 Working Days of OS's notice of non-compliance. Once the Supplier has remedied the problem, it shall notify OS and deliver the revised Deliverable and OS may undertake a Retest.
- 7.4 If a Retest demonstrates that a Deliverable is still not in accordance with OS's requirements and / or this Contract, then OS may, by written notice to the Supplier, elect at its sole option:
- 7.4.1 without prejudice to its other rights and remedies, to determine a new date to carry out further tests on the Deliverable(s) on the same terms and conditions of the Retest, except that all reasonable costs that OS may incur as a result of carrying out such tests shall be reimbursed in full by the Supplier. If the Deliverable(s) fails further tests, OS shall notify the Supplier of the result of the Retest and shall be entitled to proceed under Clauses 7.4.2 or 7.4.3 below.
  - 7.4.2 to accept the Deliverable subject to a Price reduction. The Price reduction shall be agreed in writing between the Parties, acting reasonably at all times. In the absence of a written agreement between the Parties within 10 Working Days of the written notice to the Supplier; or
  - 7.4.3 to reject the Deliverable and, without prejudice to OS's other rights and remedies, the Supplier shall refund all monies paid to the Supplier under this Contract within 10 Working Days of the written notice to the Supplier and OS shall be released from all obligations under this Contract.
- 7.5 Without prejudice to any of OS's other rights or remedies, the Supplier undertakes (at OS's sole option), either to repair or replace or refund the price of the Goods and / or Services which are or become defective before the sooner of 18 months from the date of delivery to OS or, if for resale by OS, 12 months from the date of delivery to OS's customer or within such longer period as may be specified in Schedule 1.
- 7.6 Any Goods and / or Services rejected by OS as described in this Clause 7 shall be held by OS at the Supplier's risk and expense until collection by the Supplier, but title therein shall not revert to the Supplier until it has complied with its obligations under this Clause 7 (as the case may be). Goods not collected within a reasonable period will be subject to a storage charge.
- 7.7 Without prejudice to Clause 7.2, OS shall not be deemed to have accepted any Goods and / or Services until it has had a reasonable time (which shall be no less than 30 Working Days) to inspect them following delivery or, if applicable, the Goods and / or Services have successfully passed in all respects any Acceptance Tests.

## **8 Supplier's status**

- 8.1 In carrying out the Services, the Supplier shall be acting as principal and not as the agent of OS. Accordingly:
- 8.1.1 the Supplier shall not say or do anything that might lead any other person to believe that the Supplier is acting as the agent of OS; and
  - 8.1.2 nothing in the Contract shall impose any liability on OS in respect of any liability incurred by the Supplier.

## **9 Climate Reporting**

- 9.1 The Supplier shall complete and return the annual Climate Change Questionnaire by the relevant deadline provided, when requested to do so. In addition, the Supplier shall provide such additional information and support that is reasonably requested by OS to assist OS in meeting its climate goals under the Climate Objective.
- 9.2 Notwithstanding any confidentiality obligations under Clause 12, the Supplier agrees that OS may share with a third party the name of the Supplier and its contact details for the sole purpose of conducting the Climate Change Questionnaire.
- 9.3 OS may at any time reasonably request the Supplier to provide:
- 9.3.1 reports on any progress on any formal certification or accreditation, if applicable, obtained or applied for by the Supplier;
  - 9.3.2 the Supplier's up to date Sustainability and/or Environmental policy and/or a report on the Supplier's approach to improving environmental performance and achieving Net Zero; and
  - 9.3.3 reports on the sustainability targets set by the Supplier and progress made against said targets, including progress against scope 1, 2 and 3 emissions targets;
- to the extent that the Supplier is required under relevant legislation and/or regulation to maintain such reports.

## **10 Freedom of Information and the Procurement Act 2023**

- 10.1 For the purpose of this Clause, 'Information' means:
- 10.1.1 any information or notices, permitted or required to be published by the *Procurement Act 2023*, any Regulations published under it, and any Procurement Policy Notes (**PPNs**);
  - 10.1.2 any information, as defined in the FOIA or EIR as applicable, including but not limited to information about this Contract requested and required to be disclosed under FOIA or the EIRs as applicable including the content of this Contract, and any changes to this Contract agreed from time to time; and
  - 10.1.3 the information that OS is permitted or required to publish by the *Procurement Act 2023*, any Regulations published under it and any PPNs, relating to the performance of the Supplier against the KPIs and any information contained in any; and
  - 10.1.4 any information which is permitted or required to be published in accordance with guidance issued by His Majesty's Government, from time to time.
- 10.2 The Supplier acknowledges that OS is subject to the requirements of FOIA, EIR and the *Procurement Act 2023* any Regulations published under it, and any PPNs, and shall assist and cooperate with OS (at the Supplier's expense) to enable OS to comply with its Information disclosure obligations.
- 10.3 The Supplier shall and shall procure that its Subcontractors shall:
- 10.3.1 transfer any Request for Information (as defined in the FOIA or EIR as applicable) under FOIA or EIR to OS within 2 Working Days of receiving the Request for Information;
  - 10.3.2 provide OS with a copy of all Information in its possession or power in the form that OS requires within 5 Working Days (or such other period as OS may specify) of OS requesting that Information; and
  - 10.3.3 provide all necessary assistance as reasonably requested by OS to enable OS to respond to the Request for Information within the time for compliance set out in FOIA or EIR (as appropriate).
- 10.4 OS shall be responsible for determining in its absolute discretion whether Commercially Sensitive Information and / or any other Information:
- 10.4.1 is exempt from disclosure in accordance with the provisions of FOIA or EIR;
  - 10.4.2 is subject to any exemptions set out in Sections 94 and 99 of the *Procurement Act 2023*; or
  - 10.4.3 is to be disclosed in response to a Request for Information.

- 10.5 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so in writing by OS.
- 10.6 The Supplier acknowledges that OS may, acting in accordance with the Code, be obliged under the FOIA or EIR, or the *Procurement Act 2023*, to disclose Information:
- 10.6.1 without consulting with the Supplier; or
- 10.6.2 following consultation with the Supplier and having taken its views into account;
- provided always that where this Clause 10.6 applies, OS shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that to draw the disclosure to the Supplier's attention after any such disclosure.
- 10.7 The Parties acknowledge that, except for any Commercially Sensitive Information and any Information which is exempt from disclosure in accordance with the provisions of the Procurement Act 2023, FOIA and EIR, the content of this Contract is not Confidential Information. The Supplier hereby gives consent for OS to publish the Contract in its entirety (but with any Information which is exempt from disclosure in accordance with this Clause 10 duly redacted) including from time to time agreed changes to the Contract, to the general public.
- 10.8 The provisions of this Clause 10 shall survive the expiration or termination of the Contract.

## **11 Environmental Information**

- 11.1 Without prejudice to the Supplier's obligations pursuant to Clause 12, the Supplier shall both during and following the expiry or termination of the Contract use all reasonable endeavours to assist OS with its obligations under EIR.
- 11.2 Subject to Clause 18 the Supplier shall indemnify OS against all Liabilities incurred by OS as a result of any breach of this Clause 11 and Clause 10 by the Supplier.
- 11.3 Insofar as EIR applies to the Supplier or its Subcontractors, the Supplier shall comply with, and shall procure that its Subcontractors comply with, EIR and any associated legislation and codes of practice.
- 11.4 The provisions of this Clause 11 shall survive the expiration or termination of the Contract.

## **12 Confidentiality**

- 12.1 The Parties agree:
- 12.1.1 to use Confidential information of the other only for the purposes of discussions between us relating to our business relationship, and for performing obligations and exercising rights granted under the Contract;
- 12.1.2 to keep all Confidential Information secure, and to disclose it only to those employees, consultants, directors and professional advisers, who need to know such Confidential Information and who are subject to at least the same obligations of confidentiality as those set out in this Clause 12;
- 12.1.3 to notify the other without delay of any unauthorised use, copying or disclosure of the other's Confidential Information of which it becomes aware and provide all reasonable assistance to the other to stop such unauthorised use, copying and/or disclosure; and
- 12.1.4 except as required by law or by governmental or regulatory requirements (which, for the avoidance of doubt, shall include any requirements for disclosure under the *Freedom of Information Act 2000*, the *Environmental Information Regulations 2004* and *Procurement Act 2023*, and any Regulations published under it, or any PPNs), not to disclose Confidential Information to any third Parties unless expressly permitted under this Clause 12 or with the other's prior written consent.
- 12.2 The obligations in this Clause 12 do not apply to any information which is in the public domain (other than through the breach of any obligation of confidentiality) or which a Party can demonstrate was previously known to it (unless acquired directly from the other Party or in breach of any obligation of confidentiality) or was independently developed by it without the use of any Confidential Information.

12.3 The Supplier acknowledges that OS may be obliged to publish the entirety of this Contract to fulfil its obligations under the *Procurement Act 2023*. The parties agree that this Clause 12 will not apply to such publication.

12.4 The provisions of this Clause 12 shall survive the expiration or termination of the Contract.

### **13 Data Protection**

13.1 In this Clause 13 the following terms have the meanings set out in the Data Protection Legislation: 'Controller' 'Processor', 'Data Subject', 'Personal Data', 'Process' and 'appropriate technical and organisational measures'.

13.2 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 13.2 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

13.3 The Parties acknowledge that for the purposes of the Data Protection Legislation, OS is the Data Controller, and the Supplier is the Data Processor. The only processing that the Supplier is authorised to do is listed in Schedule 3 which sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject;

13.4 Without prejudice to the generality of Clause 13.2, OS will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this Contract.

13.5 The Supplier shall provide all reasonable assistance to OS in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of OS, include:

13.5.1 systematic description of the envisaged processing operations and the purpose of the Processing;

13.5.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;

13.5.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

13.5.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

13.6 Without prejudice to the generality of Clause 13.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Contract:

13.6.1 process that Personal Data only:

13.6.1.1 to the extent, and in such a manner, as is necessary for the purposes specified in Schedule 3 of this Contract; and

13.6.1.2 in accordance with OS's documented written instructions set out in Schedule 3 unless the Supplier is required by Domestic or EU Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic or EU Law as the basis for processing Personal Data, the Supplier shall promptly notify OS of this before performing the processing required by Domestic or EU Law unless the Domestic or EU Law prohibit the Supplier from so notifying OS. The Supplier shall immediately inform OS if, in the opinion of the Supplier, the instructions of OS infringe Data Protection Legislation;

13.6.2 maintain complete and accurate records and information to demonstrate its compliance with this Clause 13;

- 13.6.3 ensure that it has in place technical and organisational measures, reviewed and approved by OS, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its 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 technical and organisational measures adopted by it).
- 13.6.4 promptly comply with any request from OS requiring the Supplier to amend, transfer or delete the Personal Data.
- 13.6.5 not transfer or otherwise process the Personal Data outside of the European Economic Area unless the prior written consent of OS has been obtained and the following conditions are fulfilled:
  - 13.6.5.1 (i) the transfer is to a country approved by the European Commission or equivalent UK body (as applicable) as providing adequate protection under the Data Protection Legislation as determined by OS; (ii) OS or the Supplier has provided appropriate safeguards in relation to the transfer as determined by OS pursuant to the Data Protection Legislation; or (iii) one of the derogations for specific situations in the Data Protection Legislation applies to the transfer;
  - 13.6.5.2 the Data Subject has enforceable rights and effective legal remedies;
  - 13.6.5.3 the Supplier 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 OS in meeting its obligations); and
  - 13.6.5.4 the Supplier complies with any reasonable instructions notified to it in advance by OS with respect to the processing of the Personal Data;
- 13.6.6 at OS's request, provide to OS a copy of all Personal Data held by it in the format and on the media reasonably specified by OS.
- 13.6.7 not disclose Personal Data or information extracted from such data to third parties without OS's prior written approval or subject to the non-disclosure exemptions set out within the Data Protection Legislation;
- 13.6.8 notify OS immediately, if it receives:
  - 13.6.8.1 a Data Subject Access Request (or purported Data Subject Access Request);
  - 13.6.8.2 a request to rectify, block or erase any Personal Data;
  - 13.6.8.3 any other request, complaint, notice or communication which relates directly or indirectly to the Processing of the Personal Data or to either party's compliance with the Data Protection Legislation;
  - 13.6.8.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
  - 13.6.8.5 receives a request from any third party for disclosure of Personal Data where compliance with such a request is required or purported to be required by law.
- 13.6.9 notify OS without undue delay upon becoming aware of:
  - 13.6.9.1 any actual or potential losses of any Personal Data held or Processed;
  - 13.6.9.2 any security breaches or attempted breaches of systems, equipment or premises;
  - 13.6.9.3 if any Personal Data is destroyed or becomes damaged, corrupted, or unusable;

13.6.9.4 if there is any unauthorised or unlawful Processing; and

13.6.9.5 a Personal Data breach

The Supplier will restore such Personal Data at its own expense.

13.6.10 provide OS with full co-operation and assistance in relation to any complaint, communication, notice or request made and in ensuring compliance with its obligations under the Data Protection Legislation, including by promptly:

13.6.10.1 providing OS with full details of the complaint, communication or request;

13.6.10.2 providing such assistance as is reasonably requested by OS to enable OS to comply with a Data Subject Access request within the relevant timescales as set out in the Data Protection Legislation;

13.6.10.3 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with OS's instructions;

13.6.10.4 providing OS with any Personal Data it holds in relation to a Data Subject (within the timescales required by OS); and

13.6.10.5 providing OS with any information requested by OS;

13.6.10.6 providing assistance as requested by OS following any data loss event set out in Clause 13.6.9; and

13.6.10.7 providing assistance as requested by OS with respect to any request from the Information Commissioner's Office, or any consultation by OS with the Information Commissioner's Office.

13.6.11 ensure that access to the Personal Data is limited to:

13.6.11.1 those employees who need access to the Personal Data to meet the Supplier's obligations under this Contract; and

13.6.11.2 in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties.

13.6.12 ensure that:

13.6.12.1 all Personnel who have access to and/or Process Personal Data do not process Personal Data, except in accordance with this Contract (and in particular Schedule 3).

13.6.12.2 it takes all reasonable steps to ensure the reliability and integrity of any Personnel who have access to the Personal Data and it shall ensure that they:

a) are aware of and comply with the Supplier's duties under this Clause;

b) are subject to appropriate confidentiality undertakings with the Supplier and any Sub-processor;

c) 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 OS or as otherwise permitted by this Contract; and

d) have undergone adequate training in the use, care, protection and handling of Personal Data;

13.6.13 indemnify and keep indemnified and defend at its own expense OS against all costs, claims, damages or expenses incurred by OS or for which OS may become liable due to any failure by the Supplier or its employees or agents to comply with any of its obligations under this Clause.

- 13.6.14 on termination or expiry of the Contract at the request of OS either return or destroy the Personal Data (including all copies of it) immediately, unless required by Domestic or EU Law to store the Personal Data and, in the case of destruction of Personal Data, promptly provide a certificate signed by a senior officer of the Supplier confirming that such destruction has taken place.
- 13.7 OS is entitled, on giving at least 5 Working Days' notice to the Supplier, to inspect or appoint representatives, including OS's designated auditor, to inspect and audit all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Supplier.
- 13.8 The requirement under Clause 13.7 to give notice will not apply if OS believes that the Supplier is in breach of any of its obligations under this Contract.
- 13.9 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 13.10 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:
- 13.10.1 notify OS in writing of the intended Sub-processor and Processing;
  - 13.10.2 obtain the written consent of OS;
  - 13.10.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 13 such that they apply to the Sub-processor; and
  - 13.10.4 provide OS with such information regarding the Sub-processor as OS may reasonably require.
- 14 Audit, Management Charges and Information and Procurement Act 2023**
- 14.1 The Supplier shall keep and maintain until 6 years (or such other period as may be specified in Schedule 1 after the delivery of any Goods or the provision of any Services, full and accurate records to the satisfaction of OS including:
- 14.1.1 the Goods and / or Services provided under this Contract; and
  - 14.1.2 all payments made by OS and all expenditure reimbursed to the Supplier by OS under this Contract.
- 14.2 The Supplier shall, and shall procure that the Subcontractors shall, on request afford OS or its representatives such access to those records as may be required by OS in connection with the Goods and / or Services.
- 14.3 In addition to any other management information requirements set out in this Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME Management Information (**MI**) Reports to OS which incorporate the data described in the MI Reporting Template which is:
- 14.3.1 the total contract revenue received directly on a specific contract;
  - 14.3.2 the total value of sub-contracted revenues under the contract (including revenues for non-SMEs/non-VCSEs);
  - 14.3.3 the total value of sub-contracted revenues to SMEs and VCSEs; and
  - 14.3.4 performance evidence and information detailing how the Supplier considers that it has met or exceeded the KPIs.
- 14.4 Not used.
- 14.5 Not used.

- 14.6 Notwithstanding Clause 12, the Supplier acknowledges that OS has a legal obligation under Section 52(3) of the *Procurement Act 2023* to publish at least three KPIs in respect of the Contract. Pursuant to Section 71(2) of the *Procurement Act 2023* and regulation 39 of the Procurement Regulations 2024, during the Term, at least on an annual basis and on termination of the Contract, OS must publish an assessment (and other information) of the Supplier's compliance with the KPIs. This information shall be published as part of a contract performance notice (**Contract Performance Notice**). The Supplier shall be entitled to provide OS with any mitigating evidence in respect of any failure to meet one or all of the KPIs. OS will notify the Supplier of its intended annual publication date of the Contract Performance Notice and the Supplier may, no later than 2 months before OS is due to publish the Contract Performance Notice, provide OS with any such mitigating evidence. OS may take the Supplier's views into account when assessing the Supplier's performance in relation to the KPIs, however OS's assessment of the Supplier's performance shall be final.
- 14.7 The KPI Requirements table in Schedule 2 describes how the performance thresholds for each of the KPIs 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 OS when publishing relevant information relating to the KPIs and/or the Supplier's performance against the relevant KPIs in accordance with clause 14.6.
- 14.8 The Supplier acknowledges and agrees that, each time OS conducts an assessment of the Supplier's performance against a KPI, OS may publish information as required by applicable law in relation to that assessment.
- 14.9 Before the contract award process, during the Term, and following termination, OS is obliged to publish various notices as prescribed by the *Procurement Act 2023*. Such notices may contain information about the Supplier, the Supplier's performance under the Contract and any instances which give rise to early termination, award of damages and / or negotiated settlement. The Supplier shall provide, on written notice and at no charge to OS, all information reasonably requested by OS which may be required to be published within any and all notices under the *Procurement Act 2023*. In accordance with Clause 12.1.4, the parties agree that such information shall not be subject to Clause 12.

## 15 Intellectual Property Rights

- 15.1 Subject to Clause 15.4, neither the Supplier nor OS shall acquire any right, title or interest in the other's Pre-Existing Intellectual Property Rights.
- 15.2 It shall be a condition of this Contract that the Deliverables will not infringe any Intellectual Property Rights of any third party and the Supplier shall indemnify OS against all actions, claims, demands, costs and expenses which OS may suffer or incur as a result of or in connection with any breach of this Clause 15.2 (**Claim**) save to the extent that such Claim is based on (i) modifications to Deliverables made by OS or a third party (other than the Supplier or its Subcontractors) acting on OS's instructions; and/or (ii) any software or hardware or other materials provided to the Supplier by OS or a third party acting on OS's instructions; and/or (iii) any use of the Deliverables in a manner not reasonably inferred from OS's requirements.
- 15.3 All Intellectual Property Rights in any Deliverable (excluding the Supplier's Pre-Existing IPR):
- 15.3.1 furnished or made available to the Supplier belong to OS absolutely; or
  - 15.3.2 prepared by or for the Supplier or its Personnel in the course of or in connection with the Contract;
- are hereby assigned to and shall vest in OS absolutely (and the Supplier agrees to execute and do all such documents, acts and things as required by OS to enable such rights to vest in OS).
- 15.4 The Supplier hereby grants to OS a perpetual, irrevocable, royalty free non-exclusive licence to use, copy or amend, including the right to grant sub-licenses (to its customers or members of its group companies) of the Supplier's Pre-Existing Intellectual Property Rights for OS's or its group member's business purposes to the extent the same are embedded or incorporated in any Deliverables.

- 15.5 The Supplier and its Personnel may use any documentation or materials (including systems, methodologies, tools, software, reports, correspondence and advice) supplied or made available by or on behalf of OS to the extent necessary for the performance of the Supplier's obligations under this Contract. Materials supplied by OS will be held at the Supplier's risk. The Supplier shall maintain all such materials in good order and condition and shall use such materials solely in connection with this Contract. At the expiry or completion of the Contract, the Supplier shall advise OS of any material that it is in possession of and shall deliver up or dispose of such materials as OS may direct.
- 15.6 The Supplier retains the right to use all know-how and residual knowledge obtained in connection with the Services and nothing in this Contract shall prevent it from using any know-how, methodologies, ideas or concepts acquired before or during the performance of the Services, for any purpose, subject always to its obligation not to disclose OS's Confidential Information.
- 15.7 If a Claim (as defined in Clause 15.2) is made against OS or the Supplier anticipates that such a claim may be made, the Supplier may at its own expense and option either:
- 15.7.1 procure for OS the right to continue using the part of the Deliverables which is the subject of likely to be subject of a Claim; or
- 15.7.2 replace, modify, or procure the replacement or modification of such Deliverables so that the infringing item becomes non-infringing, provided that the performance and functionality of the replaced or modified item is at least materially equivalent to the performance and functionality of the original item and there is no additional cost to OS.
- 15.8 If a third party makes a Claim (as defined in Clause 15.2), or notifies an intention to make a Claim, against OS, OS shall: (a) as soon as practicable give notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail; (b) allow the Supplier (if the Supplier so requests) to conduct and control the defence and any related settlement of the Claim and (c) provide all reasonable assistance to the Supplier (at the Supplier's sole expense) and not make any admission prejudicial to the defence of the Claim other than pursuant to legal advice in respect of the same.
- 15.9 The provisions of this Clause 15 (excluding Clause 15.5) shall survive the expiration or termination of the Contract.

## **16 Health and Safety**

- 16.1 The Supplier shall ensure that its Health and Safety policy statements and procedures (as required by the HSWA) are made available to OS on request.
- 16.2 The Supplier shall promptly notify OS of any health and safety hazards which may arise in connection with the performance of the Services or the supply of the Goods and / or Services.
- 16.3 The Supplier shall inform all persons used by the Supplier to perform the Services at the Premises of all known health and safety hazards and shall instruct those persons in connection with any necessary safety measures.
- 16.4 On entering the Premises, the Supplier shall (report to security and (where required) undergo any necessary site familiarisation and induction training prior to commencing the Services. The Supplier shall (comply with all policies and procedures applicable at the Premises and shall follow the reasonable instructions of staff at the Premises.
- 16.5 Whilst on the Premises, the Supplier shall comply with any health and safety measures implemented by OS or any third party including without limitation any measures in respect of OS personnel and other persons working on the Premises.
- 16.6 The Supplier shall notify OS immediately in the event of any incident occurring on the Premises where that incident causes any personal injury or any damage to property which could give rise to personal injury.
- 16.7 The Supplier shall, and will procure that its Personnel and Subcontractors shall, take all measures necessary to comply with the requirements of the HSWA and any other Acts, orders, regulations and Codes of Practice relating to health and safety, which may apply in the performance of the Services.

**17 Agency Worker Regulations**

17.1 The Supplier warrants that it and its Personnel are either outside the scope of the Agency Worker Regulations or that the Supplier has fulfilled obligations under the Agency Worker Regulations in such a manner so that OS will suffer no liability or extra cost or expense as a result of the application of the Agency Worker Regulations in relation to the Services provided by the Supplier and its Personnel, either during or after the Term.

**18 Liability and insurance**

18.1 Nothing in the Contract shall exclude or limit either Party's liability for:

18.1.1 death or personal injury to the extent it results from its negligence, or that of its Personnel or Subcontractors; or

18.1.2 fraud or fraudulent misrepresentation; or

18.1.3 breach of the Data Protection Legislation; or

18.1.4 breach of TUPE; or

18.1.5 breach of the *Bribery Act 2010*; or

18.1.6 breach of anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force; or

18.1.7 breach of its Confidentiality obligations as identified in Clause 12;

18.1.8 infringement of third party Intellectual Property Rights as identified in Clause 15; or

18.1.9 damage or loss to property to the extent it results from its negligence, or that of its Personnel or Subcontractors.

18.2 Subject to Clause 18.1 and 18.4, each Party's total aggregate liability for all claims made (whether in contract, tort (including negligence) or otherwise) under or in connection with this Contract will not at any time exceed 125% of the Price.

18.3 Neither Party will be liable to the other in contract, tort (including negligence) or otherwise for any loss of profits, loss of business or loss of contracts (in each case whether direct or indirect) or for any special, indirect or consequential losses or damages.

18.4 In no circumstances shall OS be liable to the Supplier for any costs, damages, expenses, losses, claims and/ or fines which may be incurred by the Supplier arising out of or in relation to the publication of any notice by OS pursuant to the Procurement Act.

18.5 During the Term and for a period of 6 years following expiry or termination (howsoever arising) of this Contract, the Supplier shall take out and maintain or procure the maintenance of the minimum insurances set out in Schedule 6.

18.6 The Supplier shall produce to OS within 5 Working Days of request, brokers letters of all insurance policies referred to in Clause 18.5 or such other evidence as agreed between the Supplier and OS that will confirm the extent of the cover given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies.

18.7 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under this Contract. It shall be the responsibility of the Supplier to ensure that the amount of insurance cover is adequate to enable it to satisfy all its potential liabilities subject to the limit of liability set out in Schedule 6.

18.8 The Supplier represents and warrants that as at the Commencement Date, it has notified OS in writing of any Occasion of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasion of Tax Non-Compliance.

18.9 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

18.9.1 notify OS in writing of such fact within 5 Working Days of its occurrence and;

18.9.2 promptly provide to OS:

- 18.9.2.1 details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
- 18.9.2.2 such other information in relation to the Occasion of Tax Non-Compliance as OS may reasonably require.

## **19 Equality**

19.1 The Supplier shall:

- 19.1.1 comply with all current relevant equality legislation; and
- 19.1.2 provide, at OS's request, a written statement of its equality and diversity policy (or its equivalent) and an adequate explanation of how the policy will be effected over time; and
- 19.1.3 use all reasonable endeavours to adhere to the relevant codes of practice published by the Equality and Human Rights Commission, the Equality Commission for Northern Ireland, or their successors.

## **20 Term and Termination**

20.1 Subject to the provisions for earlier termination, this Contract shall continue for the Term. This Contract shall commence on 8 December 2025 (the **Commencement Date**) which shall be the commencement of the Service Implementation and which shall complete on 31 March 2026. Following the Service Implementation, the remaining Services shall commence on 1 April 2026 and without prejudice to the early termination rights set out in the Conditions, shall continue for an initial period of two (2) years (the **Term**). The Parties may, by written mutual written agreement, extend the Contract for a year on no more than three (3) successive occasions. OS reserves the right not to extend the Contract if OS identifies that an exclusion ground within the *Procurement Act 2023* and any associated Regulations applies to the Supplier, including where the Supplier has been 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*.

20.2 Without prejudice any of its rights or remedies under this Contract, either Party may at any time terminate this Contract with immediate effect by giving written notice to the other Party if:

- 20.2.1 the other Party commits a material breach of any material of any Clause of this Contract and fails to remedy that breach within a period of 20 Working Days after being notified in writing to do so; or
- 20.2.2 the other Party has committed a Persistent Breach in relation to this Contract or any part; or
- 20.2.3 subject to section 14 of the Corporate Insolvency and Governance Act 2020 (on the part of the Supplier), the other Party 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 (being a company) is deemed unable to pay its debts within the meaning of section 123 of the *Insolvency Act 1986* OR (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the *Insolvency Act 1986* OR (being a partnership) has any partner to whom any of the foregoing apply; or
- 20.2.4 the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party; or
- 20.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party; or

- 20.2.6 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 given or if an administrator is appointed over the other Party (being a company); or
  - 20.2.7 the holder of a qualifying floating charge over the assets of that other Party (being a company) has become entitled to appoint or has appointed an administrative receiver; or
  - 20.2.8 a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party; or
  - 20.2.9 the other Party (being an individual) is the subject of a bankruptcy petition or order; or
  - 20.2.10 a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against the whole or any part of the other Party's assets and such attachment or process is not discharged within 10 Working Days; or
  - 20.2.11 any event occurs, or proceedings are taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 20.2.4 to Clause 20.2.11 (inclusive); or
  - 20.2.12 the other Party suspends or ceases or threatens to suspend or cease carrying on all or a substantial part of its business; or
  - 20.2.13 the other Party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
  - 20.2.14 there is a change of control of the other Party (within the meaning of section 1124 of the *Corporation Tax Act 2010*);
  - 20.2.15 any warranty given in respect of this Contract is found to be untrue or misleading;
- 20.3 OS may terminate this Contract:
- 20.3.1 if the Supplier commits a material breach of its obligation to notify OS of any Occasion of Tax Non-Compliance as required by Clause 18.8;
  - 20.3.2 if the Supplier fails to provide details of factors as referred to in clause 18.9.2.1 which, in the reasonable opinion of OS, are acceptable;
  - 20.3.3 if the Supplier fails to meet any KPI during the Term.
  - 20.3.4 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:
    - 20.3.4.1 OS considers that the Contract was awarded or modified in material breach of the *Procurement Act 2023* or regulations made under it;
    - 20.3.4.2 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 Section 78(8) (where applicable) of the *Procurement Act 2023* have been met; and/or
    - 20.3.4.3 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;

- 20.4 On termination or expiry of the Contract, the Parties shall use all reasonable endeavours to develop an Exit Management Plan which shall include but is not limited to immediately deliver to OS all Deliverables whether or not then complete, and return all materials, equipment and tools, drawings, specifications and data supplied by OS to the Supplier. If the Supplier fails to do so, then OS may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 20.5 Termination or expiry of this Contract howsoever arising shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to OS and shall not affect the continued operation of any provisions of the Contract which expressly or impliedly continue in effect following termination or expiry of this Contract.

## **21 Termination at will**

- 21.1 In addition to its rights of termination under this Contract, OS shall be entitled to terminate the Contract by giving to the Supplier not less than 20 Working Days' notice (or such notice period as may be specified in Schedule 1) to that effect in which event OS's sole liability shall be to pay to the Supplier a fair and reasonable price for all Services performed and Goods delivered at the date when such notice is given but in no event shall such payment exceed the price of the Contract.

## **22 Recovery of sums due**

- 22.1 Wherever under the Contract any sum of money is recoverable from or payable by the Supplier (including any sum that the Supplier is liable to pay to OS in respect of any breach of the Contract), OS may unilaterally deduct that sum from any sum then due or which at any later time may become due to the Supplier under the Contract or under any other agreement or contract with OS.
- 22.2 The Supplier shall make any payments due to OS without any deduction whether by way of set-off, counterclaim, discount, Price reduction or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by OS to the Supplier.

## **23 Assignment and subcontracting**

- 23.1 The Supplier shall not assign or subcontract any part of the Contract, including the processing of Personal Data, without the prior written consent of OS. Subcontracting any part of the Contract shall not relieve the Supplier of any obligation or duty attributable to it under the Contract. The Supplier shall remain fully liable for all acts or omissions of any subcontractor appointed pursuant to this Clause 23.
- 23.2 Prior to subcontracting any of its obligations under this Contract, the Supplier shall notify OS in writing of:
- 23.2.1 the proposed Subcontractor's name, registered office and company registration number;
  - 23.2.2 the scope of any Services to be provided by the proposed Subcontractor; and
  - 23.2.3 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 Subcontractor.
- 23.3 Subject to clause 23.4, where OS has consented to the placing of subcontracts, and the Supplier enters into a subcontract for the purpose of performing its obligations under the Contract the Supplier shall ensure that:
- 23.3.1 provisions are included in the subcontract which:
    - 23.3.1.1 requires payment to be made of all sums due by the Supplier to the Subcontractor:
      - i) before the end of the period of 30 days beginning with the day on which an invoice is received by the Supplier or other party in respect of the sum; or
      - ii) 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 or other party as valid and undisputed;; and

- 23.3.1.2 give OS a right to publish the Supplier's and Subcontractors' compliance with their obligation to pay undisputed invoices within the specified payment period;
  - 23.3.1.3 require the Subcontractor to include a clause to the same effect as Clauses 23.3.1.1 and 23.3.1.2 in any contracts it enters into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract, such that each Subcontractor is obliged to include those payment terms in any of its own subcontracts in the supply chain for the delivery of this Contract. In these subcontracts' clauses, references to the "Supplier" and "Subcontractor", in Clause 23.3 are to be replaced with references to the respective subcontractors who are parties to the relevant contract;
  - 23.3.1.4 impose obligations to comply with the terms of this Contract as if they were the Supplier. For the avoidance of doubt, the subcontract shall give effect to the terms set out in Clause 13 such that they apply to the Subcontractor;
  - 23.3.1.5 provide that the subcontractor's contract terminates automatically on termination of this Contract for any reason; and
- 23.3.2 copies of each subcontract shall be sent by the Supplier to OS immediately once executed.
- 23.4 The Supplier shall ensure that it does not at any time during the Term enter into a subcontract with:
- 23.4.1 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
  - 23.4.2 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 OS's prior written consent to the appointment of the relevant proposed subcontractor.
- 23.5 If a Subcontractor is to be appointed under this Contract, then OS 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 OS.
- 23.6 If the Supplier does not enter into a legally binding agreement in accordance with Clause 23.5 OS shall be entitled to:
- 23.6.1 terminate this Contract and Clause 20.4 shall apply; or
  - 23.6.2 require the Supplier to enter into a legally binding agreement with an alternate Subcontractor.
- 23.7 Without prejudice to Clause 23.3.1, the Supplier shall:
- 23.7.1 pay any sums which are due from it to any Subcontractor or Unconnected Subcontractor pursuant to any invoice (or other notice of an amount for payment) on the earlier of:
    - 23.7.1.1 the date set out for payment in the relevant Subcontract or Unconnected Subcontract; or
    - 23.7.1.2 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
  - 23.7.2 pay all sums which are due from it to any Subcontractor or Unconnected Subcontractor pursuant to any invoice (or other notice of an amount for payment) within an average of 45 days or less after the day on which the Supplier receives an invoice (or otherwise has notice of an amount for payment).
- 23.8 If the Supplier notifies OS or OS otherwise discovers, that the Supplier has failed to:
- 23.8.1 pay a Subcontractor's undisputed invoice within thirty (30) days of the date of receipt or that it has failed to if later, by the date on which the payment falls due in accordance with the invoice;
  - 23.8.2 pay 95% or above of its Subcontractors or Unconnected Subcontractors within sixty (60) days after the day on which the Supplier receives an invoice or otherwise has notice of an amount for payment; and/or

23.8.3 pay all sums which are due from it to any Subcontractor or Unconnected Subcontractor pursuant to any invoice (or other notice of an amount for payment) within an average of 45 days or less after the day on which the Supplier received an invoice (or otherwise had notice of an amount for payment),

OS shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

23.9 OS shall be entitled to assign or transfer (either in whole or in part) the benefits of any or all of the Supplier's obligations or any benefit arising under or out of this Contract to any third party or to change its constitution or any other aspect of its presentation or construction without adversely affecting its rights and benefits under the Contract.

### **23A Exclusions**

23A.1 During the Term the Supplier shall notify OS as soon as reasonably practicable if:

23A.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

23A.1.2 there are any changes to the Supplier's associated persons within the meaning of the *Procurement Act 2023*.

23A.2 If the Supplier notifies OS in accordance with 23A.1.1 then the Supplier must promptly provide any information OS 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.

23A.3 If the Supplier notifies OS in accordance with 23A.1.2 above then the Supplier must promptly provide any information requested by OS in relation to the change to the Supplier's associated persons, including any information set out in the *Procurement Regulations 2024*.

23A.4 OS may terminate this Contract in accordance with Clause 20.2.1 if:

23A.4.1 the Supplier has failed to provide notification under Clause 23A.1.1 as soon as reasonably practicable after the Supplier becoming aware that an exclusion ground within the *Procurement Act 2023* and any associated Regulations does or may apply to the Supplier;

23A.4.2 the Supplier has failed to provide notification under Clause 23A.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

23A.4.3 any notification or information provided by the Supplier under Clause 23A.2 and/or 23A.3 is incomplete, inaccurate or misleading.

23A.5 Clause 23A.4 is without prejudice to OS's rights to terminate the Contract in accordance with Clause 20.3.4.

### **24 TUPE**

24.1 The TUPE provisions in this Contract are as set out in Schedule 7.

### **25 Notices and communications**

25.1 The Parties shall avoid printing documents and the GHG Emissions relating to postal delivery by sending notices or other communications relating to this Agreement electronically. Communications may be sent by email or such other electronic forms agreed by the parties.

25.2 The Parties agree to send notices by email, wherever practicable, and they will provide a suitable email address as set out below, which is monitored regardless of any absence of an individual. If giving notice by email is not practicable, a notice shall be in writing and sent to the Party at the address given in this Contract or as otherwise notified in writing to the other Party. The relevant email addresses shall be as set out below, or as notified by one Party to the other in writing:

OS:

Greg Hague

For legal notices by email, the Supplier shall copy LegalEnquiries@os.uk

For Legal notices by post [REDACTED], Ordnance Survey Ltd, Explorer House, Adanac Drive, Southampton, SO16 0AS

Supplier:

[REDACTED]

For Legal notices by post, FAO The Company Secretary, Unit F7, Stirling House Cambridge Innovation Park, Denny End Road, Waterbeach, Cambridge, Cambridgeshire, United Kingdom, CB25 9PB

25.3 The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time:

<b>Delivery method</b>	<b>Deemed delivery date and time</b>
E-mail	At the time it is sent to the relevant e-mail address
Delivery by hand.	On signature of a delivery receipt.
Pre-paid first class or recorded delivery post or other next Working Day delivery service providing proof of delivery.	9:00am on the second Working Day after posting or at the time recorded by the delivery service.
Pre-paid airmail providing proof of delivery.	9:00am on the fifth Working Day after posting or at the time recorded by the delivery service.

25.4 For the purpose of Clause 25.2:

- a) all references to time are to local time in the place of deemed receipt; and
- b) if deemed receipt would occur in the place of deemed receipt on a day that is not a Working Day then receipt is deemed to take place at 9:00 am on the next Working Day.

25.5 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **26 Bribery, corrupt gifts or payments**

26.1 The Parties each warrant that in preparation for and the entering into of this Contract they have not, and they have applied best endeavours to ensure that the Personnel and Subcontractors have not offered, given, or agreed to give, to any person or sought or received any gift or dishonest consideration of any kind as an inducement or reward:

26.1.1 for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Contract; or

26.1.2 for showing or not showing favour or disfavour to any person in relation to this Contract;

- 26.2 The Parties each warrant that in fulfilling their respective obligations under this Contract they will not, and they will apply best endeavours to ensure that their Personnel and Subcontractors do not offer, give, or agree to give, to any person or seek or receive any gift or dishonest consideration of any kind as an inducement or reward
- 26.2.1 for doing or not doing (or for having done or not having done) any act in relation to the performance of this Contract; or
- 26.2.2 for showing or not showing favour or disfavour to any person in relation to this Contract;
- 26.3 The Parties each warrant and undertake (and the Supplier shall procure that its Subcontractors and Personnel shall undertake) in connection with this Contract to comply at all times with anti-bribery and corruption legislation, laws and regulations in all jurisdictions, and not to perform their respective obligations or otherwise do anything or omit to do anything under or in connection with this Contract in such a way as to cause either of them to be in breach of any such legislation, laws or regulations and in particular they have not in connection with this Contract committed and will not commit any offence:
- 26.3.1 under the *Bribery Act 2010* or other legislation, laws or regulations in force in England creating offences in respect of bribery and corruption;
- 26.3.2 under legislation or other laws or regulations in force in any jurisdiction creating offences in respect of bribery and corruption
- 26.3.3 under legislation, laws or regulations creating offences in respect of fraudulent acts.
- 26.4 Any breach of the Contract related to this Clause 26 by the Supplier or by any Personnel (whether with or without the knowledge of the Supplier) or the commission of any offence by the Supplier or by any Personnel or Subcontractor under the *Bribery Act 2010* or other legislation, laws or regulations in force in England or any jurisdiction where the Contract is performed that creates offences in respect of bribery and corruption shall entitle OS, with no liability whatsoever to the Supplier, to terminate the Contract with immediate effect by notice in writing and to recover from the Supplier the amount of any loss resulting from such termination.

## **27 Modern Slavery Act 2015**

- 27.1 The Parties each warrant and undertake that in connection with this Contract:
- 27.1.1 to comply at all times with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the *Modern Slavery Act 2015*, and not to perform its obligations or otherwise do anything or omit to do anything under or in connection with this Contract in such a way as to cause it to be in breach of any such legislation, laws or regulations; and
- 27.1.2 not to engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the *Modern Slavery Act 2015* if such activity, practice or conduct were carried out in the UK; and
- 27.1.3 to ensure that its Subcontractors, suppliers and Personnel shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the *Modern Slavery Act 2015*.
- 27.1.4 that neither Party nor any of its Subcontractors, suppliers or Personnel:
- 27.1.4.1 has been convicted of any offence involving slavery or human trafficking; and
- 27.1.4.2 to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery or human trafficking.
- 27.2 The Parties shall implement due diligence procedures for its Subcontractors, suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

- 27.3 Each Party shall notify the other Party as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.
- 27.4 The Supplier shall provide an annual slavery and human trafficking report to OS on each anniversary of the Commencement Date 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.
- 27.5 Any breach of the Contract related to this Clause 27 by either Party or by any Personnel (whether with or without the knowledge of the breaching Party) or the commission of any offence by either Party or by any Personnel or Subcontractor under the *Modern Slavery Act 2015* or other legislation, laws or regulations in force in England or any jurisdiction where the Contract is performed that creates offences in respect of slavery and human trafficking shall entitle the other Party, with no liability whatsoever to the breaching Party, to terminate the Contract with immediate effect by notice in writing and to recover from the breaching Party the amount of any loss resulting from such termination.

## **28 Waiver**

- 28.1 No waiver by OS of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.

## **29 Force Majeure**

- 29.1 Neither party shall be liable for delay or failure to perform its obligations to the extent that such delay or failure results from a Force Majeure Event. The party affected by a Force Majeure Event shall give the other party written notice as soon as reasonably possible containing details of the circumstances giving rise to the Force Majeure Event.
- 29.2 If the Supplier is prevented from, or delayed in, performing any of its obligations under the Contract by a Force Majeure Event, OS may suspend payment normally due to the Supplier for those parts of the Goods and/or Services that are not performed at all by the Supplier until such time as the Supplier has given OS reasonable notice in writing that it is able once again to perform in accordance with the Contract'
- 29.3 The affected party shall be allowed a reasonable extension of time to carry out its obligations in these circumstances. In the event that such circumstances materially impact the affected party's performance of its obligations under this Contract for a continuous period in excess of 30 Working days, the non-affected party shall be entitled to terminate this Contract by giving notice in writing to the other.

## **30 Contracts (Rights of Third Parties) Act 1999**

- 30.1 A person who is not a Party to this Contract has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any terms of this Contract.

## **31 Governing law and dispute resolution**

- 31.1 Subject to Clause 31.2, the Parties agree that any disputes or disagreements will be resolved in the following way:
- 31.1.1 by discussion between the buyer named on the purchase order or equivalent at OS and a representative of the Supplier;
  - 31.1.2 if no agreement is reached within 10 Working Days of the first request of either Party for the meeting or discussion referred to in Clause 31.1.1, the dispute shall be escalated to the Head of Procurement at OS and a representative of the Supplier of comparable position;
  - 31.1.3 if no agreement is reached within 10 Working Days of the first request of either Party for the meeting or discussion referred to in Clause 31.1.2, the dispute shall be escalated to an appropriate Director of OS and a Director or equivalent of the Supplier; or
  - 31.1.4 if no agreement is reached within a reasonable period pursuant to Clause 31.1.3, the dispute may be referred to the English courts.
- 31.2 The parties agree that any dispute shall be resolved in the manner most closely aligned with the Climate Objective.

31.3 Either Party may refer disputes involving Confidential Information, intellectual property matters (including but not limited to matters in respect of Intellectual Property Rights) and debt to the English courts immediately.

31.4 This Contract will be governed by and construed in accordance with English law in a manner that is consistent with the Climate Objective and the exclusive jurisdiction of the English Courts.

**32 Entire Agreement and Variation**

32.1 No conditions appearing in any quotation, correspondence, acknowledgement of order or other document issued by or put forward at any time by the Supplier shall form any part of the Contract. This Contract constitutes the entire agreement and understanding between the Parties to the exclusion of all previous agreements, representations and understandings between the Parties. The terms of this Contract shall prevail if there is any inconsistency between any of its provisions and any purchase order.

32.2 The Clauses, Term and Specification may only be varied by a written agreement signed by the authorised representatives of OS and the Supplier.

32.3 The Supplier acknowledges that OS may, in accordance with Section 75(1) of the *Procurement Act 2023*, be required to publish a contract change notice in respect of any variation prior to entering into it. OS reserves the right to publish a copy of the variation in accordance with Section 77(1) of the *Procurement Act*, and/ or require a standstill period be followed prior to the variation being entered into.

**33 Signing**

Signed for and on behalf of **Ordnance Survey Limited**

Having read and understood this Contract signed for and on behalf of **1Spatial Group Limited**

**Signature** .....

**Signature** .....

**Name** .....

**Name** .....

**Title** .....

**Title** .....

**Date** .....

**Date** .....

# Schedule 1 Specification

Except as otherwise expressly stated in this Schedule, the defined terms in this Schedule shall have the same meanings as the defined terms in the Contract. In the event of conflict or ambiguity between the Contract and this Schedule, the Contract shall prevail.

# Schedule I – Detailed Specification of the Services to be Provided – National Underground Asset Register (NUAR) Data Transformation & Ingestion Service

BS.0756

## I. Definitions

I.1. Table I lists key terms used throughout the tender documentation.

*Table I Contract Definitions*

Term	Definition
<b>Asset Data</b>	Comprises all Asset Records and supplementary data submitted by Asset Owners to be transformed and ingested into the NUAR database. This includes the assets themselves, their location, and attributes, but also supporting information like guidance documents, images, and maps. Asset Data may cover areas within England, Wales, and/or Northern Ireland.
<b>Asset Data Refresh Frequency</b>	A schedule, agreed between the NUAR Service and each Asset Owner, of how frequently their Asset Data will be updated. Currently Asset Data is currently refreshed on either a weekly, monthly, quarterly, six-monthly, or annual basis, but is subject to change.
<b>Asset Owner (AO)</b>	Owners and operators of underground infrastructure, currently defined by the New Roads and Street Works Act 1991 (legislation.gov.uk) E.g. Water, Energy and Telecommunications providers.
<b>Asset Record (AR)</b>	Data representing the location and key characteristics of an underground asset (and certain above ground assets) held by an Asset Owner
<b>Authority Account Management Team</b>	NUAR Service role responsible for maintaining the relationship between the NUAR Service and the Asset Owner, helping the Asset Owner through the onboarding process.
<b>Authority Data Operations Team</b>	NUAR Service role that supports the Authority Account Management Team with technical GIS and data management expertise, helping onboard the Asset Owner and ensuring successful data submissions.
<b>Data Catalogue</b>	An organised inventory of data assets within an organisation or enterprise. It includes metadata that describes the data's characteristics, usage, and governance. In the case of this document, a data catalogue is a list of Asset Data held as part of the DT&I Service, where Asset Data is described by metadata such as its processing status, Asset Owner, field descriptions and quality.
<b>Data Distribution Agreement (DDA)</b>	At the conclusion of each Asset Owner onboarding process, a DDA is signed indicating that all parties agree to the sharing of Asset Owner data, comprising the Asset Data and NUAR Asset Types, into the NUAR Service. A Data Exploration Agreement sometimes precedes this step.
<b>Data Exploration Agreement (DEA)</b>	In advance of signing a Data Distribution Agreement, the DEA is an agreement between each Asset Owner and the NUAR Service that enables the DT&I Supplier to run discovery work on the Asset Owner's Asset Data and start the data workflow build.
<b>Data Ingestion Specification (DIS)</b>	A document created by the Supplier that describes the agreed structure and characteristics of the asset data received from an Asset Owner. This is composed of a summary document, data catalogue and mapping tables. Examples of Data Ingestion

Term	Definition
	Specifications containing mock data can be found as part of Appendix 6.
Data Refresh API	An API created by the supply that enables Asset Owners to use an API to upload their data via the Data Supply Portal.
Data Supply Portal	The mechanism, created by the Supplier, which enables Asset Owners to submit their Asset Data. This is the only compliant mechanism for Asset Owner data to be published to the NUAR Service.
Data Transformation and Ingestion (DT&I)	The component of the NUAR service that provides the facility for Asset Owners to upload Asset Data together with validation of Asset Data and the transformation of Asset Data into Transformed Data.
Data Transformation and Ingestion (DT&I) DB	This will be a PostgreSQL database that the Supplier will submit the Asset Owner's transformed data to. This database will be implemented and managed by the Supplier and shall conform to the NUAR Harmonised Data Model.
Data Transformation and Ingestion (DT&I) Environment	A secure Azure environment on which all Asset Owner data will be processed by the Supplier.
Data Transformation and Ingestion (DT&I) GeoPackage	A GeoPackage created by the Supplier for each Asset Owner's data resulting from the DT&I transformation process that will conform to the NHDM.
Data Transformation and Ingestion (DT&I) Service	The focus of this tender. The provision of a service by the Supplier that delivers the DT&I.
Data Transformation Tool	This is a tool or application used by the Supplier to map the Asset Owner's data to the NUAR Harmonised Data Model.
Database (DB)	A database is an organized collection of data stored electronically. It allows users and applications to easily access, update, and manipulate information.
Department for Science, Innovation and Technology (DSIT)	The Government Department within which Government Digital Service sits.
ELT	<p>Extract, Load, Transform (ELT) is a data integration process that loads the data in a database or similar then transforms the source data.</p> <p>Although not currently used, this is an acceptable process for transforming the NUAR data.</p>
ETL	<p>Extract, Transform, Load (ETL) is a data integration process that transforms the source data prior to loading the data into the database or similar.</p> <p>This is the current process for used for ingesting the data into NUAR.</p>

Term	Definition
File Repository	The location of all Data Ingestion Specifications, mapping tables and solution documentation, clearly named and cross-referenced to Asset Owners, accessible to the Authority always.
GeoPackage	Standard format for exchange of geospatial information based on the SQLite database engine.
Incumbent Supplier	The Incumbent Supplier is the organisation currently contracted to provide the specified services.
Mapping Table	A document that defines the logical schema mapping between an Asset Owner's Asset Data and the NUAR Harmonised Data Model. It determines the logic for the data transformation.
Metadata API	To submit the data to the DT&I DB, an API needs to be called that will return a JSON containing metadata that will need to be appended to every asset for that Asset Owners to allow for the data to be submitted to the DT&I DB.
National Cyber Security Centre (NCSC)	Partner organisation that provides cyber security guidance and support helping to make the UK the safest place to live and work online.
National Protective Security Authority (NPSA)	The UK Government's National Technical Authority for physical and personnel protective security and a partner of the NUAR Service.
NUAR	National Underground Asset Register.
NUAR Admin Portal	Tools within the NUAR Platform for managing organisation-level information for each Asset Owner.
NUAR Asset Types	Some of the asset types that are available to Safe-Dig Users are: <ul style="list-style-type: none"> <li>● Water and sewer pipes.</li> <li>● Gas pipes.</li> <li>● Electricity cables.</li> <li>● Telecoms cables and ducts.</li> <li>● Above-ground furniture (e.g. streetlights, traffic signals).</li> <li>● In-ground furniture (e.g. gullies, pipelines, manhole covers).</li> <li>● Transport and local authority assets.</li> <li>● Private network assets.</li> <li>● Planning considerations (e.g. archaeological sites, tree preservation orders).</li> </ul> Other categories may apply.
NUAR Data Lifecycle	The data lifecycle that underpins the successful use of Asset Data to the Safe-Dig User Interface and its Safe-Dig users. Runs from the sharing of Asset Data from an Asset Owner through to publishing Transformed Data on the Safe-Dig User Interface.
NUAR Database	Comprises two databases of underground asset locations. One for England and Wales and a second for Northern Ireland. Contents are compliant with the NUAR Harmonised Data Model. It is populated from the DT&I Service.
NUAR Harmonised Data Model (NHDM)	Version-controlled data model for underground asset data, published by Government Digital Service. Represents the standard that must be met to submit data into the NUAR database by the Supplier.

Term	Definition
NUAR Holding DB	<p>This will be a PostgreSQL DB that will conform to the NUAR Harmonised Data Model. The Authority will initiate a DB Pull to the DT&amp;I DB for the latest data submissions.</p> <p>The Supplier will not have access to this DB and should not expect access to this DB at any time.</p>
NUAR Service	The Government Digital Service programme to provide a GB-wide register of underground assets to support safer site work.
NUAR Platform	The secure, Azure-based platform on which NUAR's technical and data services operate.
Onboarding	The process of identifying an Asset Owner, determining if they have relevant Asset Data and agreeing the Data Ingestion Specification. The AO is then ready to begin submitting data to the NUAR Programme.
Onboarding Forum	Forum with representation from the Authority Account Management Team, Authority Data Operations Team, and DT&I to highlight and talk through any issues or blockers with specific AOs and processes and to assign and keep track of actions.
Offboarding	The process of removing an Asset Owner from the NUAR processes such that they are no longer required to submit Asset Data, have had any account privileges revoked, and their files and Asset Data securely archived.
Ordnance Survey	GB's national mapping agency, responsible for operating and maintaining the NUAR Service.
PostgreSQL DB	A powerful, open-source relational database management system (RDBMS) known for its robustness, reliability, and extensibility that is the DB type used for the DT&I Service and the Supplier will be required to submit the transformed data to.
Refresh	The replacing of an Asset Owner's Asset Data held in the NUAR Database with a newer, up-to-date version. Refresh rate is determined by the Refresh Frequency.
Refresh Frequency	The period in-between Asset Data submissions from the Asset Owner.
Safe-Dig User	An end-user of the Safe-Dig User Interface that enables a site works team to view and use NUAR data.
Safe-Dig User Interface	The web-based user interface through which a Safe-Dig User can view and query the NUAR database to support safe site works.
Schema Mapping Widget	Assists identifying where Classes, Attributes and Values within the Asset Owner Asset Data should sit within the NUAR Harmonised Data Model.
Security Oversight group	The Security Oversight Group is responsible for developing and implementing data security policies and procedures, ensuring compliance with data privacy laws. They identify potential security risks, recommend security enhancements, monitor for security breaches, and conduct investigations in response to security incidents.
Service Period	A calendar month, except where:

Term	Definition
	<p>(a) the first service period shall begin on the Effective Date and shall expire at the end of the calendar month in which the Effective Date falls.</p> <p>(b) and the final service shall commence on the first day of the calendar month in which the Term expires or terminates and shall end on the expiry or termination of the Term;</p>
<b>Supplier</b>	The organisation responsible for delivering the Data Transformation and Ingestion (DT&I) Service that forms part of the NUAR data lifecycle
<b>Technical Oversight Group</b>	The Technical Oversight Group advises on design decisions, ensuring all functional, non-functional, and security requirements are met across the NUAR Platform.
<b>The Authority</b>	Ordnance Survey, client of the Supplier
<b>Transformed Data</b>	Asset Data transformed in accordance with the Data Ingestion Specification and conformant with the NUAR Harmonised Data Model.
<b>Transformation Pack</b>	Created by the Supplier, a pack of documents that contains all the information needed to understand and re-create the technical implementation of each Asset Owner's Asset Data transformation as part of the DT&I Service. Examples of Transformation Packs containing mock data can be found as part of Appendix 6.
<b>Transition Period</b>	The time between the Supplier's contract start date and the Incumbent Supplier's contract end date during which the responsibility of running the DT&I service is gradually handed over to the Supplier.

## 2. Introduction and Background

- 2.1. The purpose of this procurement is to appoint an organisation “the Supplier” to deliver the Data Transformation and Ingestion (DT&I) Service component of the National Underground Asset Register (NUAR) Data Lifecycle. The NUAR Programme is a Government Digital Service (GDS) initiative to build a digital map of underground pipes and cables that will revolutionise the way the different sectors of the economy install, maintain, operate, and repair Great Britain’s buried infrastructure. Once operational, NUAR is envisaged to deliver £ 490 million per year of economic growth through increased efficiency, reduced asset strikes (when underground pipes and cables are accidentally damaged) and reduced disruptions for the public and businesses.
- 2.2. The NUAR Programme delivers underground asset data to thousands of utility users through the Safe-Dig User Interface. This improves the efficiency and safety of underground works by providing secure access to privately and publicly owned location data about the pipes and cables beneath our feet. The digital map, available through the Safe-Dig Interface, gives planners and excavators standardised access to the data they need, when they need it, to carry out their work effectively and safely. It also includes features to keep data secure and improve its quality over time.
- 2.3. The Safe-Dig User Interface is live across England, Wales and Northern Ireland. It serves the Safe-Dig use case and enables the NUAR Programme to receive valuable feedback on what users need to enhance the service further. It includes data from all the major energy and water providers, major telecommunications companies, as well as smaller providers of these services, transport organisations and local authorities. As of the 23rd of June 2025, the NUAR initiative became a Public Beta service with it expecting to become fully operational by the end of the year.
- 2.4. Data processed, stored and published under NUAR represents assets critical to the functioning of the nation and therefore security is critical to the delivery of the NUAR Programme. The programme takes a security first approach to every aspect of delivery. This is particularly important for organisation handling the data as the successful DT&I Supplier will be responsible for providing an access point through the Data Supply Portal for the AO and then transforming the data to the NHDM. The NPSA and NPSC are key partners and NUAR has been identified by the former as an exemplar of how to implement security into a major programme of national significance.
- 2.5. The DT&I Service is the interface for all Asset Owner (AO) data entering NUAR. The service receives AO data, transforms it into the NHDM and makes it available for ingestion into the NUAR Holding DB. The Authority will then pull the data to the NUAR Holding DB.

## 3. Scope

- 3.1. This procurement is to appoint a Supplier to deliver the Data Transformation and Ingestion (DT&I) Services which forms part of the NUAR Data Lifecycle.
- 3.2. The Supplier will be required to transition all AOs (with a scheduled refresh date before 30 June 2026) by 1 April 2026. The Supplier will develop a plan, in consultation with the Authority, for transitioning the remaining AOs prior to their next scheduled refresh date. The Supplier will be provided with a DIS and a Transformation Pack for each AO to enable the transition. Example DISs and Transformation Packs containing mock data can be found in Appendix 6. Projected forecasts for

number of AOs to be transitioned during the Service Transition Period, and during the first year of the service, alongside data and feature volume projections can be found in Appendix 7.

- 3.3. This Contract shall commence on 8 December 2025 (the Commencement Date) which shall be the commencement of the Service Implementation, and which shall complete on 31 March 2026. Following the Service Implementation, the remaining Services shall commence on 1 April 2026 and without prejudice to the early termination rights set out in the Conditions, shall continue for an initial period of two (2) years (the Term)
- 3.4. The initial term of the contract will be for two years with the option for the Authority to extend the contract annually for a further three years meaning the contract would run until at least 31 March 2028, but potentially up to 31 March 2031 if all extensions were taken. Therefore, if all extensions are taken, the total length of the contract will be for five years (2+1+1+1).
- 3.5. The services carried out by the Supplier must be delivered from within the UK. This includes any transfer or access of data and systems.

#### 4. High Level Service Processes

- 4.1. The scope and integration points of the DT&I Service within the NUAR Data Lifecycle is outlined in this section. The service consists of:
  - Asset Owner Onboarding Process
  - Asset Data Refresh Process
  - Data Workflow Changes Process
  - Service Transition Process
  - Asset Owner Offboarding Process
- 4.2. The Asset Owner Onboarding Process is a one-time only process, during which an AO is onboarded onto the NUAR Service by going through the required legal and technical processes. This process is led by the Authority Account Management Team, with support from the Authority Data Operations team and the DT&I Supplier.

The DT&I Supplier tasks are triggered when either a Data Exploration Agreement (DEA) or a Data Distribution Agreement (DDA) has been signed between the NUAR Service and AO. The DT&I Supplier is then responsible for:

- Data Supply: Receiving initial Asset Data through the Data Supply Portal.
- Data Preparation: Creating a Data Ingestion Specification (DIS) and associated Mapping Tables.
- Data Transformation: Building and testing the DT&I Service data workflow.
- Creating a Data Transformation Pack.

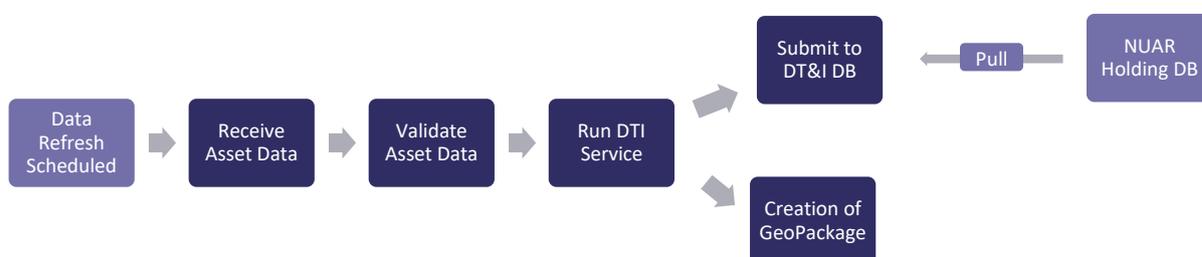
Figure 1 Asset Owner Onboarding Process (Dark colour = DT&I Supplier; Light colour = Other)



4.3. The Asset Data Refresh Process is the repeatable process that follows the Asset Owner Onboarding Process and the signing of the Data Distribution Agreement (DDA). The frequency of the process is determined by the refresh frequency set between the AO and the NUAR Service. The process is led by the Authority Data Operations Team, and is supported by the DT&I Supplier who is responsible for:

- Data Supply: Receiving Asset Data through the Data Supply Portal.
- Data Supply: Validating that the Asset Data is fit to be processed by the DT&I Service.
- Data Transformation: Running the transformation and performing pre-submission checks.
- Data Ingestion: Loading the Transformed Data to the DT&I DB and creation of the DT&I GeoPackage both conforming to the latest NHDM.

Figure 2 High Level Asset Data Refresh Process (Dark colour = DT&I Supplier; Light colour = Other)



4.4. The Data Workflow Change Process consists of a revision to the DIS and subsequent changes to the Data Transformation Process and potential changes to the Transformation Pack. The DIS Revision Process is triggered when the DIS no longer describes the Asset Data being submitted by the AO and must be revised. This will be determined by the Authority with input from the DT&I Supplier. Ideally, AOs will notify the Authority Data Operations Team of changes to their source data prior to the scheduled refresh date, however a failed data refresh is also a trigger for this process. The Authority Data Operations Team leads this process, with the Supplier being responsible for:

- Data Supply: Receiving Asset Data through the Data Supply Portal.
- Data Preparation: Updating the DIS.
- Data Transformation: Updating and testing the data transformation workflow.
- Transformation Pack: Updating the Transformation Pack if required.

Figure 3 DIS Revision Process (Dark colour = DT&I Supplier; Light colour = Other)



4.5. The Service Transition Process is repeated for every existing onboarded AO prior to their first forecasted refresh date. The Authority Data Operations Team leads the process, with the DT&I Supplier being responsible for:

- Data Preparation: Receiving and reviewing existing documentation.
- Data Transformation: Reviewing the codebase and rules from the Incumbent Supplier and designing, building and testing a new data workflow using the Supplier's DT&I Service.

Figure 4 Service Transition Process (Dark colour = DT&I Supplier; Light colour = Other)



4.6. The Asset Owner Offboarding Process is the process of removing an Asset Owner from the NUAR Service and processes such that they are no longer required to submit Asset Data, have had any account privileges revoked, and their files and Asset Data securely archived or deleted. The DT&I Supplier is responsible for:

- Data Supply Portal: Removing the Asset Owner and associated users from the Data Supply Portal.
- Data and Documents: Removal and / or archiving of all data, documents and data stores associated with the AO from the DT&I environment, as directed by the Authority.
- Reporting: Reporting to the Authority Data Operations Team that the DT&I Service Asset Owner Offboarding actions have been completed.

Figure 5 Asset Owner Offboarding Process (Dark colour = DTI Supplier; Light colour = Other)



## 5. Requirements

The below table outlines the headline requirements for the delivery of the Services.

*Table 2 Requirement Categories*

ID	Title	Description
<b>DTI001</b>	Data Supply	The Supplier shall deploy and maintain a Data Supply Portal which receives Asset Data from the AO. This will be used as part of the Onboarding process and as part of the Data Refresh process, and the uploads by the AO can be manual or automated (by the Data Refresh API).
<b>DTI002</b>	Data Preparation	The Supplier shall for each AO: <ol style="list-style-type: none"> <li>1. Triage the Asset Data to ensure it meets requirements.</li> <li>2. Create a Data Ingestion Specification</li> <li>3. Configure the Transformation Process to allow refreshing of data.</li> <li>4. Amend and update the DIS and process where required</li> </ol>
<b>DTI003</b>	Data Transformation	The Supplier shall transform the supplied Asset Data into the NHDM.
<b>DTI004</b>	Data Ingestion	The Supplier shall publish the data to the DT&I DB for ingestion into the DT&I DB and create a GeoPackage conforming to the NHDM.
<b>DTI005</b>	Service Transition and Testing	The Supplier shall transition all onboarded AOs to the new DT&I Service prior to each AOs first scheduled refresh date.
<b>DTI006</b>	Technology	The Supplier shall implement the DT&I service in Microsoft Azure; within subscriptions and attached to tenants controlled by the Authority.
<b>DTI007</b>	Security	The Supplier shall manage the service in accordance with the security requirements specified by the Authority.
<b>DTI008</b>	Service Management	The Supplier shall manage the service in accordance with the KPIs and provide regularly reporting metrics.
<b>DTI009</b>	Data Governance	The Supplier shall implement a Data Governance framework, data catalogue and Data and Document Policies applicable to the NUAR service.

<b>DTI010</b>	Data Privacy	The Supplier shall comply with Data Privacy legislation applicable to the NUAR service including the Data Protection Act and UK General Data Protection Regulation.
<b>DTI011</b>	Offboarding of Supplier	In the event that the Supplier is offboarded from the project, the Supplier shall support in the transition of the DT&I service to a new supplier.

5.l. Data Supply (DTI00l)

Group	Reference	Sub-Group	Description	Acceptance Criteria
<b>DTI001 Data Supply</b>	DTI001_001	Manual Data Supply	<p>The Supplier shall provide a mechanism, the “Data Supply Portal”, where an AO can manually and securely upload Asset Data via a browser to a secure file location. The “Data Supply Portal” will receive 2 different categories of data supply:</p> <ol style="list-style-type: none"> <li>1. Initial supply of Asset Data for subsequent data exploration, DIS development and mapping table creation.</li> <li>2. Supply of refresh data.</li> </ol> <p>Note: At time of writing, 24 of the 326 onboarded AOs supply data in formats other than those routinely prescribed or have additional requirements. It is anticipated the total number of AOs with additional requirements may increase as the remaining AOs are onboarded. Examples of these instances include, but are not limited to:</p> <ol style="list-style-type: none"> <li>1. Custom base maps (vector data) to allow for issues of absolute accuracy of asset data.</li> </ol>	<p>The Solution is available through a web browser.</p> <p>The Solution does not require AOs to install any third-party applications on their own systems.</p> <p>The Solution encrypts the data during transit and at rest in secure file location.</p> <p>The Solution can manage a variety of GIS formats i.e. Vector and Raster files alongside some non-GIS formats. The following file types are currently provided by AOs:</p> <ul style="list-style-type: none"> <li>- GeoPackage (.gpkg)</li> <li>- ESRI File Geodatabase (.gdb)</li> <li>- Shapefile (.shp)</li> <li>- MapInfo (.tab)</li> <li>- CAD (.dwg/.dxf/.dgn)</li> <li>- CSV (.csv) with Easting and Northing or Well-Known Text coordinates</li> <li>- PDFs (.pdf) with associated GIS files and references linking them.</li> </ul>

Group	Reference	Sub-Group	Description	Acceptance Criteria
			<ol style="list-style-type: none"> <li>2. Annotations, dimensions and callouts.</li> <li>3. CAD files exported to PDF, polygon footprint generated and linked to PDF.</li> <li>4. Buffer generation for assets with geometric accuracy issues.</li> <li>5. Single data supply covering multiple AOs.</li> <li>6. Derivation of geometry from attribution.</li> <li>7. Buffer generation for sensitive assets based on AO's requirement, and redaction of AO features if required.</li> </ol> <p>The Authority will collaborate with the Supplier to ensure that these AOs can be transitioned to the Supplier's Solution. The Supplier should allow time for the potential additional effort required to transition these AOs when planning the DT&amp;I Service.</p>	<p>There may be other formats, and the Suppliers solution must accommodate these formats if approved by the Authority.</p> <p>The AO can keep track of their uploads including:</p> <ol style="list-style-type: none"> <li>1. What was uploaded</li> <li>2. When it was uploaded</li> <li>3. Whether the upload was successful</li> </ol> <p>The Solution will conform to the necessary Web Accessibility guidelines.</p>
<b>DTI001 Data Supply</b>	DTI001_002	Manual Data Supply	The Data Supply Portal as defined in requirement DTI001_001 will have a simple to use sign-up process and interface.	<p>The user interface will follow standard patterns so that both technical and non-technical persons can use the Data Supply Portal.</p> <p>This should involve the least amount of button clicks, have a drag and drop functionality for uploading files and have a manual file search functionality to the storage location of the file.</p>
<b>DTI001 Data Supply</b>	DTI001_003	Automated Data Supply	<p>The Supplier shall provide an API (referred to as the Data Refresh API) and associated instructions that allows AOs to automate the supply of Asset Data refreshes. The toolkit will include as a minimum:</p> <ol style="list-style-type: none"> <li>1. Custom FME Transformer</li> <li>2. Sample Python Scripts</li> </ol>	<p>The Supplier will provide an API endpoint that allows supply of Asset Data refreshes to the Data Supply Portal to be automated.</p> <p>The Supplier will provide API documentation and deliver introductory workshops to enable AOs to</p>

Group	Reference	Sub-Group	Description	Acceptance Criteria
			<p>3. Sample Powershell Scripts</p> <p>The Supplier will assist AOs with implementation of the Data Refresh API through the delivery of an introductory workshop on request.</p>	<p>securely supply Asset Data refreshes using the Data Refresh API.</p>
<b>DTI001 Data Supply</b>	DTI001_004	Manual Data Supply - Single Sign-in	The Supplier shall ensure access to the Data Supply Portal utilises the existing NUAR single sign-in architecture.	<p>The AO can access the manual upload mechanism using the same account across all NUAR services.</p> <p>The Supplier's solution must integrate with the Authority's Azure B2C.</p>
<b>DTI001 Data Supply</b>	DTI001_005	Data Security	The Supplier shall ensure all submitted files are scanned for malware and viruses. Where malware or viruses are detected, files will be quarantined, and the Authority will be informed by the Supplier.	<p>Asset Data files have been checked for viruses and malware.</p> <p>Any infected files have been quarantined, ensuring they do not affect the wider NUAR Platform.</p> <p>Key stakeholders within the Authority have been notified.</p> <p>The Security Management Plan (see DTI007) has been triggered ensuring that action is taken to resolve the issue and prevent it from reoccurring.</p>
<b>DTI001 Data Supply</b>	DTI001_006	Data Validation	<p>The Supplier shall validate data submitted by AOs to ensure it is DIS-compliant and passes required validation checks, which may include (but not necessarily limited to):</p> <p style="padding-left: 40px;">Data is contained within X distance of Mean High-Water Mark</p>	<p>Validation checks have been run and a validation report produced detailing compliance and any errors.</p> <p>The AOs and Authority Data Operations Team have been informed on the same working day of the validation status and any remedial actions.</p>

Group	Reference	Sub-Group	Description	Acceptance Criteria
			<p>Feature geometries conform to the are OGC Simple Features specification (Currently version v1.2.0)</p> <p>Data is provided in the expected Coordinate Reference System</p> <p>The data contains only valid Date Format</p> <p>The data contains only valid attribute values.</p>	<p>The validation checks are implemented and follow the common design rules such as nulling a field, or absolute a negative value to ensure asset data conforms to the NDHM, as set out by the Authority as to what happens in the event of Asset Data failing the validation rules.</p>
<b>DTI001 Data Supply</b>	DTI001_007	Data Archive	<p>The Supplier shall archive the data submitted by the AOs to a defined location and period as requested by the Authority.</p>	<p>Each Asset Data file is tagged with metadata that states:</p> <ol style="list-style-type: none"> <li>1. The AO</li> <li>2. Date of Supply</li> </ol> <p>Then the data is stored to an agreed location with the Authority.</p>
<b>DTI001 Data Supply</b>	DTI001_008	Data Supply Portal Onboarding	<p>The Authority will require evidence the Data Supply Portal can meet the acceptance criteria stated throughout the document with the agreed date of no later than 17<sup>th</sup> March 2026.</p> <p>This is required to enable the Authority to transition the existing AOs onto the new Data Supply Portal.</p>	<p>The Supplier shall provide evidence of performance testing of the Data Supply Portal.</p> <p>The Supplier shall provide evidence the Data Supplier Interface can load a variety of formats as detailed in other requirements.</p> <p>The Supplier shall provide evidence that the solution has meet the Security requirements.</p> <p>The Supplier has provided evidence as required by the Authority by the agreed date.</p>

Group	Reference	Sub-Group	Description	Acceptance Criteria
<b>DTI001 Data Supply</b>	DTI001_009	Asset Owner Support	The Supplier will, at the request of the Authority Data Operations Team, be required to provide direct support to AOs relating to supply of data. This could include attending meetings with AOs.	The Supplier has attended any required meetings with AOs and provided support where required.

## 5.2. Data Preparation (DTI002)

Group	Reference	Sub-Group	Description	Acceptance Criteria
<b>DTI002 Data Preparation</b>	DTI002_001	Data Triage	<p>The Supplier shall triage the AO data transferred by the Authority Data Operations Team to ensure that it is compliant with the DT&amp;I Service.</p> <p>The Supplier shall not proceed with the DT&amp;I Service if the triage highlights issues that prevents the DT&amp;I Service from being run.</p>	<p>The Supplier has confirmed that the data is compatible with the DT&amp;I Service.</p> <p>The Supplier has raised any issues with the Authority Data Operations Team.</p>
<b>DTI002 Data Preparation</b>	DTI002_002	Draft and agree Data Ingestion Specification per Asset Owner	<p>The Supplier shall draft the Data Ingestion Specification (DIS), including the associated mapping tables, in accordance with any instructions, templates and priorities issued by the Authority, working with the Authority Data Operations Team. On completion of a DIS, the Supplier, in collaboration with the Authority Data Operations Team, will be required to present the DIS to AOs in a virtual meeting. Appendix 6 includes example DISs with mock data for reference.</p> <p>According to the Incumbent Supplier, the average DIS turnaround time so far in 2025 is 15 days (in elapsed time). Additionally, as a general guideline the Incumbent Supplier has stated that for each feature</p>	<p>The Supplier must complete 5-10 DISs per month and have the capacity to complete up to 20 DISs per month, subject to discussion with the Authority.</p> <p>Each DIS must be created within the timescale specified in KPI 02.</p>

Group	Reference	Sub-Group	Description	Acceptance Criteria
			<p>class present in an AO's data, approximately ½ of effort is required to draft the Dis (DTI002_002) and build the transformation process (DTI002_003).</p> <p>Some DISs will be more complex than others. In the event the Supplier cannot fulfil requirements relating to DIS creation due to capacity issues arising from complicated AO datasets they will raise the issue with the Authority at the earliest possible point and negotiate a revised number for the given month.</p> <p>The Supplier will regularly report on the progress of individual DIS creations, as directed by the Authority.</p>	
<b>DTI002 Data Preparation</b>	DTI002_003	Configuration of data transformation process	<p>Once a DIS has been agreed with the AO, the Supplier is required to configure the transformations to create a repeatable transformation process within the end-to-end DT&amp;I process.</p> <p>If the DIS is amended, either due to changes relating to the Asset Data, the mappings, or the NHDM, the configuration must also be amended to align.</p> <p>As a general guideline the Incumbent Supplier has stated that for each feature class present in an AO's data, approximately ½ of effort is required to draft the Dis (DTI002_002) and build the transformation process (DTI002_003).</p>	The Supplier has, for each newly created DIS, configured the data transformation process within the Transformation Tool so that it reflects the transformation processes outlined in the DIS, and the data output is aligned to the NHDM. For each DIS, this is completed to timescales outlined in the KPI 04.
<b>DTI002 Data Preparation</b>	DTI002_004	Revise Data Ingestion Specifications when required	If an AO's data supply changes to render the existing DT&I process obsolete, the Supplier will create a revised DIS. This may mean that the Supplier is required to revise DISs originally created by the Incumbent Supplier. There may be a requirement for the Supplier to meet with AOs to discuss and agree DIS revisions.	The Supplier has revised the DIS within the timescale specified in KPI 03.

Group	Reference	Sub-Group	Description	Acceptance Criteria
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DIS revisions may also be required if updates to the NHDM render the original DIS and transformation process obsolete.

Currently, DISs are categorised as either Major, Partial or Minor:

- Major - 3 or more additional or changed asset classes.
- Partial - 1 or 2 additional or changed asset classes.
- Minor - any changes to schema mapping or organisation metadata that do not involve resupply of data.

According to the Incumbent Supplier, the counts for the different types of DIS Revisions for the beginning of the 25/26 Financial Year are as follow:

	Major	Partial	Minor	Total
Apr2025	6	3	9	18
May2025	4	0	3	7
Jun2025	1	4	1	6
Jul 2025	3	4	3	10

It is anticipated that, as more AOs are onboarded onto NUAR, these numbers will increase.

The Supplier will regularly report on the progress of individual DIS revisions, as directed by the Authority.

Group	Reference	Sub-Group	Description	Acceptance Criteria
<b>DTI002 Data Preparation</b>	DTI002_005	Escalation	The Supplier shall raise any concerns in relation to AO prioritisation and timescales as directed by the Authority.	<p>The Supplier has written to the Authority raising an issue.</p> <p>The Authority has met with the Supplier to agree mitigation.</p>
<b>DTI002 Data Preparation</b>	DTI002_006	Asset Owner Support	The Supplier will, at the request of the Authority Data Operations Team, be required to provide direct support to AOs relating to preparation of data. This could include attending meetings with AOs.	The Supplier has attended any required meetings with AOs and provided support where required.

### 5.3. Data Transformation (DTI003)

Group	Reference	Sub-Group	Description	Acceptance Criteria
<b>DTI003 Data Transformation</b>	DTI003_001	Data Transformation Formats	The Supplier shall build a Transformation Tool that can consume AO data supplied in a variety of geospatial and non-geospatial formats.	<p>The Suppliers Transformation Tool will accept a variety of formats including the following:</p> <ul style="list-style-type: none"> <li>- GeoPackage (.gpkg)</li> <li>- ESRI File Geodatabase (.gdb)</li> <li>- Shapefile (.shp)</li> <li>- MapInfo (.tab)</li> <li>- CAD (.dwg/.dxf/.dgn)</li> <li>- CSV (.csv) with Easting and Northing or Well-Known Text coordinates</li> <li>- PDFs (.pdf) with associated GIS files and references linking them.</li> </ul> <p>There may be other formats AO supplies data not listed. The Supplier’s Transformation Tool should accommodate these formats if requested by The Authority.</p>

Group	Reference	Sub-Group	Description	Acceptance Criteria
<b>DTI003 Data Transform- ation</b>	DTI003_002	Data Transformation	<p>The Supplier shall build a technical DT&amp;I service that transforms supplied AO Asset Data into the NHDM and output to both:</p> <ol style="list-style-type: none"> <li>1. Zipped DT&amp;I GeoPackage</li> <li>2. DT&amp;I DB.</li> </ol> <p>The data model will always align to the Authority's NHDM.</p> <p>The process will utilise each AO's DIS to ensure that the Asset Data is transformed successfully. Upon completion or revision of a DIS, the Supplier will configure a process within the DT&amp;I service for each AO's data to be transformed upon data refresh.</p> <p>According to the Incumbent Supplier, at the time of writing approximately 10% of currently onboarded Asset Owners have additional steps a part of their transformation, in addition to the general mapping of schema. This is reflected in the Transformation Packs (see DTI003_009 and Appendix 6).</p>	<p>The Asset Data has been transformed and confirmed to be compliant with the NHDM by successful loading of the Asset Data into the DT&amp;I DB.</p> <p>The Asset Data has been transformed and confirmed to be complaint with the NHDM in the creation of the (.zip) Zipped DT&amp;I GeoPackage in an agreed naming convention and location. The Supplier must demonstrate the DT&amp;I GeoPackage can be loaded into the DT&amp;I DB (or equivalent) for every iteration of an AO's DIS.</p> <p>The Asset Data outputs are compliant with the Authority's NHDM.</p>
<b>DTI003 Data Transformation</b>	DTI003_003	Full Update	The DT&I Service shall process full updates for an AO.	The Supplier has submitted a full update of the AO Data to the DT&I DB conforming to the latest NHDM.

Group	Reference	Sub-Group	Description	Acceptance Criteria
<b>DTI003 Data Transformation</b>	DTI003_004	Partial Update	The DT&I Service shall process partial data refreshes. This will include refreshes on a domain level (e.g. all telecommunications network data), dataset level (a specific dataset e.g. fibre cable) or geographical (e.g. by operational area).	The Supplier has submitted NHDM compliant changes to an AO's Asset Data. The partial refresh data changes only impact those submissions or datasets edited and has no impact on any other submissions or datasets.
<b>DTI003 Data Transformation</b>	DTI003_005	No Change Updates	If an AO or the Authority informs the Supplier that there is no change to their asset data, then the Supplier will update the AO data to reflect the lack of change and update the refresh date to indicate that the data is up to date.	The AO last refresh date has been updated to reflect the date and time that the AO informed either the Supplier or the Authority that there had been no changes to the supplied data since the previous refresh.
<b>DTI003 Data Transformation</b>	DTI003_006	Refresh Reporting	The Supplier shall inform the Authority of successful data refreshes, as prescribed by the Authority.	The Supplier has informed the Authority of successful refreshes within 1 day of the refresh, as specified in KPI 08.
<b>DTI003 Data Transformation</b>	DTI003_007	Unsuccessful Refreshes	If an AO's data refresh fails, the Supplier will investigate the cause of the failure and inform the Authority Data Operations Team of the cause, as directed by the Authority.	The Supplier has investigated the failed refresh and informed the Authority of the failure and cause within 1 day (or as otherwise agreed with the Authority), as specified in KPI 09. If the Supplier cannot find the cause of the failure within the specified timescale, the Authority must be informed of this.
<b>DTI003 Data Transformation</b>	DTI003_008	Data Integrity	The Supplier shall maintain the spatial and attribution integrity of AO Asset Data throughout the transformation process.	The Asset Data has been mapped to the NHDM, and the transformation has been agreed with the AO to ensure the integrity is maintained.

Group	Reference	Sub-Group	Description	Acceptance Criteria
				Asset Data location has changed only where coordinate reference system transformation is required.
<b>DTI003 Data Transformation</b>	DTI003_009	Transformation Pack	<p>The Supplier shall produce documentation (the Transformation Pack) describing the details of the data transformation for each AO, including full description of inputs and outputs, and the mapping between them, for review and approval by the Authority Data Operations Team.</p> <p>The Transformation Packs will be sufficiently detailed that someone with appropriate knowledge, skills and experience and associated materials could easily replicate the process. Upon changes to data transformation process, or DIS revision, the Transformation Pack must be updated so that the information contained within it is correct.</p> <p>According to the Incumbent Supplier, it currently takes approximately ½ day on average to create a new Transformation Pack, with considerable variation.</p>	A Transformation Pack exists for each AO's Asset Data transformation, and each pack is updated in accordance with changes to the DIS or transformation process.
<b>DTI003 Data Transformation</b>	DTI003_010	Asset Owner Support	The Supplier will, at the request of the Authority Data Operations Team, be required to provide direct support to AOs relating to transformation of data. This could include attending meetings with AOs.	The Supplier has attended any required meetings with AOs and provided support where required.

Group	Reference	Sub-Group	Description	Acceptance Criteria
<b>DTI003 Data Transformation</b>	DTI003_011	Asset Owners Provided Areas	<p>The Supplier will load AO's pre-defined areas if provided conforming to the NHDM.</p> <p>This may be an AO's operational area (for example in the case of an organisation with clear service boundaries), or for Local Government will be the relevant polygon feature from OS Boundary-Line.</p>	The Supplier has loaded in the AO's predefined area if supplied to both the DT&I DB and the GPKG conforming to the NHDM.
<b>DTI003 Data Transformation</b>	DTI003_012	Asset Owner Generated Areas	The Supplier will create areas based on the AO's supplied data footprint. Currently there are up to 3 areas to be created.	The Supplier has created the required areas for the AO's and loaded these to both the DT&I DB and the GPKG conforming to the NHDM.
<b>DTI003 Data Transformation</b>	DTI003_013	Asset Owner Contact Details	The Supplier will append the AO's contact details to each feature based on the AO's rules. This may involve different contact details being associated with different feature types within the same AO's data, and must reflect what is described in the DIS.	The Supplier has successfully appended the AO's contact details to each AO based on the AO's rules to both the DT&I DB and the GPKG conforming to the NHDM.
<b>DT003 Data Transformation</b>	DTI003_014	Sensitive Assets and Enhanced Measures	For some AOs, additional measures relating to the sensitivity of assets and additional information relating to actions taken by end users need to be included alongside the data. This may include, but is not limited to, creation of buffers, redaction of assets, and additional attribution detailing actions to be taken (e.g. Further Consultation Required'). The Supplier will be required to process these requirements as part of the Data Transformation Process and include them in the DIS.	The Supplier has implemented all required transformation processes relating to data sensitivity or enhanced measures, and these are reflected in the DIS.

#### 5.4. Data Ingestion (DTI004)

Group	Reference	Sub-Group	Description	Acceptance Criteria
<b>DTI004 Data Ingestion</b>	DTI004_00 1	Pre-Submission Event	The Supplier shall call the metadata API to retrieve a JSON response containing metadata that will be attached to the Asset Data features.	<p>The API has provided a JSON response with the correct metadata for that AO.</p> <p>The Supplier has applied the contents of the JSON to the Asset Data features.</p> <p>The Supplier has created a GeoPackage ready for submission.</p>
<b>DTI004 Data Ingestion</b>	DTI004_00 2	Submission Event	<p>The Supplier will:</p> <ol style="list-style-type: none"> <li>1. Transform the Asset Data into the NHDM.</li> <li>2. Append the API Metadata to the Asset Data features.</li> </ol> <p>They will then load the data into the:</p> <ol style="list-style-type: none"> <li>1. DT&amp;I DB and</li> <li>2. Create the Zipped DT&amp;I GeoPackage and load to an agreed location.</li> </ol>	<p>The Supplier has run validation pre-checks to ensure the data can be successfully loaded into the PostgreSQL DB ensuring the data conforms to the latest NHDM.</p> <p>The GeoPackage has been created successfully conforming to the latest NHDM.</p> <p>The data has been successfully loaded into the PostgreSQL DB.</p>
<b>DTI004 Data Ingestion</b>	DTI004_00 3	Submission Monitoring	<p>The Supplier shall monitor Asset Data submissions, reporting the following:</p> <ol style="list-style-type: none"> <li>1. Report successful Asset Data submissions to the Authority Data Operations Team.</li> <li>2. Confirm the successful load to the DT&amp;I DB.</li> <li>3. Confirm the successful creation and loading of the GeoPackage output.</li> </ol>	<p>The Supplier will have investigated submission errors and reported the error to the Authority Data Operations Team on the same working day, aligning to KPI 09. The Supplier will also have reported successful submissions to the Authority within 1 day, as stated in KPI 08.</p> <p>A log exists of all submissions, their success or failure, and any action taken to resolve issues, as prescribed by the Authority. This log is securely accessible to the Authority at any time.</p>

Group	Reference	Sub-Group	Description	Acceptance Criteria
			<ol style="list-style-type: none"> <li>4. Analyse any submission errors and resolve issues that have arisen and resubmit the data.</li> <li>5. Raise common errors to the Authority.</li> <li>6. Report any bugs or loss of availability to the Authority on the same working day.</li> <li>7. Archive the initial supplied dataset and associated JSON metadata once notification of successful submission has been confirmed.</li> </ol>	
<b>DTI004 Data Ingestion</b>	DTI004_004	Asset Owner Support	The Supplier will, at the request of the Authority Data Operations Team, be required to provide direct support to AOs relating to ingestion of data. This could include attending meetings with AOs.	The Supplier has attended any required meetings with AOs and provided support where required.
<b>DTI004 Data Ingestion</b>	DTI004_005	Ingestion Methodology Change into the core NUAR Platform	It is anticipated during the contract that the Authority will change from a DB-to-DB connection between DT&I and NUAR for updating the AO Data in NUAR to a push methodology with the GeoPackage created and loading this into a new upload mechanism.	<p>The Supplier will ensure that the following conditions are met with minimal time and effort by ensuring:</p> <ul style="list-style-type: none"> <li>• The metadata appended to the AO data can easily be amended with minimal time and effort on their part to support any required changes.</li> <li>• The output to the DT&amp;I DB will easily be decommissioned upon request of the Authority if required.</li> </ul> <p>For all Asset Owners data transformations.</p>

5.5. Service Transition and Testing (DTI005)

Group	Reference	Sub-Group	Description	Acceptance Criteria
<b>DTI005Service Transition</b>	DTI005_001	Transition Plan	The Supplier shall develop and agree with the Authority a Service Transition Plan for the DT&I Service, including the transition of existing AOs within the timelines detailed in DTI006_001. The Service Transition Plan should also outline how the Supplier will ensure all remaining AOs are transitioned to the new DT&I Service prior to their next scheduled refresh date.	<p>A Service Transition Plan has been created by the Supplier which outlines key milestones, risks and assumptions, dependencies, and issues.</p> <p>The Service Transition Plan has been agreed by the Authority within 30 days of contract signature.</p>
<b>DTI005Service Transition</b>	DTI005_002	Transition of Existing Asset Owners	<p>The Supplier shall design, build, test, and receive Authority sign-off for all onboarded AO’s DT&amp;I workflows prior to their first forecast refresh date after the end of the Service Transition Period.</p> <p>DT&amp;I workflows for all AOs that refresh data more frequently than quarterly or are due to refresh within 3 months of the end of the Service Transition Period, are to be signed off by the Authority by the end of the Service Transition Period. The forecast number of AOs that will fall within this category is 220-250.</p> <p>The projected total number of onboarded AOs at the end of the Service Transition Period is approximately 400*.</p> <p>To support this activity, the Supplier will be given the Incumbent Supplier’s File Repository at contract start which contains all the information required to design and build the DT&amp;I workflows. As a minimum, this will include the DIS and Transformation Pack for each AO. Appendix 6 includes sample DISs and</p>	<p>The Supplier shall have designed, built, tested, and received Authority sign-off for all AOs DT&amp;I workflows that refresh data more frequently than quarterly, or are due to refresh within 3 months of the end of the Service Transition Period, and all remaining AOs prior to their first forecast refresh date after the end of the Service Transition Period.</p>

Group	Reference	Sub-Group	Description	Acceptance Criteria
			<p>Transformation Packs with mock data, to give an indication of the files that will be received as part of the Service Transition. The variation in layout of the DISs reflects the variation in real-world DISs created over the course of NUAR so far.</p> <p>* The start date for the Supplier’s contract, “Contract Start”, is the same as the first day of the “Service Transition Period”. The “Service Transition Period” ends when the Incumbent Supplier’s contract ends.</p>	
<b>DTI005 Service Transition</b>	DTI005_003	Transition of new Asset Owners during the Service Transition Period	<p>Creation of new DISs sits with the Incumbent Supplier during the Service Transition Period.</p> <p>Based on the first scheduled refresh date of AOs falling into this category, the Authority will add them to the list of DT&amp;I workflows (see DTI005_002) that require transitioning to the new Supplier before the end of the Service Transition Period.</p>	The day after the Service Transition Period ends, the Supplier will be responsible for the creation of all new DIS, Transformation Packs and DT&I workflows.
<b>DTI005 Service Transition</b>	DTI005_004	Testing of DT&I Solution	The Supplier’s DT&I Service will produce the same or substantially comparable outputs as the Incumbent Supplier’s DT&I Service. Testing will be carried out by the Supplier in accordance with standards set in Section 7 (Testing Requirements).	<p>The Supplier shall provide evidence that their DT&amp;I Service produces the same or substantially comparable outputs as the Incumbent Supplier’s DT&amp;I Service for the Data Transformations configured during the Service Transition Period as specified by the Authority.</p> <p>The subset of Transformations chosen and acceptance of this evidence is at the discretion of the Authority.</p>

5.6. Technology (DTI006)

Group	Reference	Sub-Group	Description	Acceptance Criteria
<p><b>DTI006</b> <b>Technology</b></p>	<p>DTI006_001</p>	<p>Technical Environment</p>	<p>The Authority will provide the Supplier access to build, test, deploy and run their DT&amp;I Service within the Authority’s Microsoft Azure environment.</p>	<p>The Supplier has provided an infrastructure diagram and specification for the DT&amp;I service.</p> <p>The Supplier has the required access to the environment, and the Supplier has confirmed they have the necessary access to the services they need to build the DT&amp;I Service.</p> <p>Where applicable, the Supplier will ensure that their solution is compliant with any infrastructure/platform updates. The Supplier will ensure their solution always maintains n-1 version of the infrastructure.</p> <p>Where applicable the Supplier will provide a solution with preference for SAAS over PAAS over IAAS.</p> <p>Any deployment of infrastructure must be deployed using infrastructure as code and maintain a version-controlled configuration.</p> <p>The Supplier shall implement a secure access mechanism to allow the Authority’s support users to access the DT&amp;I source data where necessary.</p>

Group	Reference	Sub-Group	Description	Acceptance Criteria
<b>DTI006 Technology</b>	DTI006_002	Intellectual Property	<p>The Supplier shall accept that all source code and objects developed and used for delivering the DT&amp;I Service during the contracted period shall be owned by the Authority and provided to the Authority at the end of the contract. Examples of such source code and objects could be, but not limited to:</p> <ol style="list-style-type: none"> <li>1. Data Supply Portal codebase</li> <li>2. DT&amp;I Service codebase.</li> <li>3. All documents held in the File Repository as outlined in DTI009_001</li> </ol>	<p>The Supplier accepts that this is the case, and where applicable (end of contract) has supplied all required source code, objects and documents to the Authority.</p>
<b>DTI006 Technology</b>	DTI006_003	Technology Documentation	<p>The Supplier shall document all configurations and code developed during the contracted period and make this available to the Authority prior to contract termination, or upon request from the Authority</p>	<p>The Authority has documented all configurations and code and supplied this to the Authority upon request. The documentation shall allow the Authority or any future Supplier with the appropriate knowledge, skills, experience, and software licences to take over the running of the service without degradation of the AO or Safe-Dig User experience.</p> <p>The code shall be fully annotated adhering to industry best practice.</p>
<b>DTI006 Technology</b>	DTI006_004	Software Licences	<p>The Supplier shall, except for the Microsoft Azure subscription, be responsible for providing all software and licences they require to deliver the service.</p> <p>The Authority retains the right to direct the Supplier to use Authority software licences if they are available for the proposed solution.</p>	<p>The Supplier has a log of all software licenses and subscriptions and the costs associated.</p> <p>The Supplier will provide a list of the required software and the requirements of the software to the authority.</p> <p>The Supplier has access to all the software they need to design, build, test and run their DT&amp;I Service.</p>

Group	Reference	Sub-Group	Description	Acceptance Criteria
<b>DTI006 Technology</b>	DTI006_005	Coupling	<p>The Supplier shall design a DT&amp;I Service that is loosely coupled both in terms of:</p> <ol style="list-style-type: none"> <li>1. Integration with other NUAR services and</li> <li>2. Integration between DT&amp;I Service components.</li> </ol> <p>This will enable the DT&amp;I Service to be upgraded, retired, or replaced without requiring changes to those services that integrate with the DT&amp;I Service.</p> <p>This is particularly pertinent if legislation requires AOs to submit Asset Data directly to the NUAR Database.</p> <p>The transition to this scenario from the current state will require careful management of existing Services.</p>	<p>The Supplier demonstrates how they will ensure that their DT&amp;I Service, by following established solution architecture practices, will be loosely coupled to those NUAR services it integrates with and between the DT&amp;I Service components themselves.</p> <p>The Supplier has, within 30 days of contract award, presented the proposed the solution to the Authority, seeking feedback on their proposed designs.</p>
<b>DTI006 Technology</b>	DTI006_006	Data Transformation Cloud Costs	<p>The Supplier shall continuously review the cost and performance of the DT&amp;I Service.</p>	<p>The Supplier has scheduled a monthly cost review session with the Authority; to ensure that cost reduction streps are reviewed at a regular interval.</p> <p>Throughout the course of the contract and where applicable, the Supplier has ensured that any highlighted cost reduction steps are implemented.</p>
<b>DTI006 Technology</b>	DTI006_007	Technology Implementation Plan and Technical Architecture	<p>The Supplier will create an implementation plan and technical architecture for the Data Supply Portal, the DT&amp;I Service, the implementation of the DT&amp;I DB, security measures and Azure service configurations to the Authority, discussing these</p>	<p>The Supplier has presented and discuss the implementation plan and technical architecture for the Data Supply Portal, the DT&amp;I Service, the implementation of the DT&amp;I DB, security measures and Azure service configurations with</p>

Group	Reference	Sub-Group	Description	Acceptance Criteria
			with the Authority and incorporates agreed changes into the solution.	the Authority and implemented the agreed changes as required by the authority.

5.7. Security (DTI007)

Group	Reference	Sub-Group	Description	Acceptance Criteria
<b>DTI007 Security</b>	DTI007_001	National Security Vetting	<p>The Supplier shall ensure that all staff delivering this contract are cleared to Baseline Personnel Security Standard level at the start of the contract.</p> <p>In addition to security clearances, all staff onboarded onto NUAR must attend an NPSA NUAR briefing within six months of being onboarded and every 18 months thereafter.</p> <p>Everyone being onboarded also must sign the Security Operating Procedures (SyOps) document.</p> <p>Supplier Staff performing any of the following functions in relation to the NUAR Platform will have SC (Security Check) clearance as a minimum:</p> <ul style="list-style-type: none"> <li>- Technical development or ongoing running or maintenance of DT&amp;I Environment and system</li> <li>- Managing those involved in point 1.</li> <li>- Testing of the DT&amp;I Environment and system</li> <li>- Onboarding AOs where there is a need to access asset data.</li> </ul>	<p>The Authority has a register of all Supplier staff and their clearance status, and all staff within the Supplier has the required clearance, has signed the SyOps and has attended the NPSA NUAR briefing. Evidence of this has been provided to the Authority.</p>

Group	Reference	Sub-Group	Description	Acceptance Criteria
			All personnel required to deliver against Milestones M1, M2 and M3 (section 11) shall have SC clearance at the start of the contract.	
<b>DTI007 Security</b>	DTI007_002	Data Protection	The Supplier shall ensure that any data in transit is encrypted using a minimum of TLS 1.2.	The design and configuration of the system confirms that all data in transit is encrypted using a minimum of TLS 1.2.
<b>DTI007 Security</b>	DTI007_003	Data Protection	The Supplier shall ensure that any data at rest is encrypted to at least AES-128.	The design and configuration of the system confirms that all data at rest is encrypted to at least AES-128.
<b>DTI007 Security</b>	DTI007_004	Certification	The Supplier shall have current and valid ISO27001 certification covering the scope of work being delivered as part of the solution.	The Supplier has a current and valid ISO27001 certification and has made the certification available for inspection by the Authority.  The certification shall be for the ISO27001:2022 version of the standard
<b>DTI007 Security</b>	DTI007_005	Certification	The Supplier shall have current and valid Cyber Essentials Plus certification covering the scope of work being delivered as part of the solution.	The Supplier has a current and valid Cyber Essentials Plus certification and has made the certification available for inspection by the Authority.
<b>DTI007 Security</b>	DTI007_006	Security Management Plan	The Supplier shall provide a Security Management Plan within 30 days of contract start that outlines its approach to cyber and physical security, access control, in accordance with ISO27001 standards and NCSC guidance.	The Supplier shall amend the Security Management Plan supplied as discussed with the Authority.

Group	Reference	Sub-Group	Description	Acceptance Criteria
<b>DTI007 Security</b>	DTI007_007	Access Control	<p>The Supplier shall engage with the Authority to manage proportionate access to the relevant technical services and data assets based on role, following the principle of least privilege. This shall include but is not limited to:</p> <ol style="list-style-type: none"> <li>1. Granting access</li> <li>2. Reviewing access periodically</li> <li>3. Revoking access</li> </ol>	<p>The Supplier has provided staff details and roles and access requirements to the Authority at least a week in advance of access being required.</p> <p>The Supplier has informed the Authority of any access revocation no later than one week before the access must be revoked.</p> <p>If the Supplier, if due to a cyber-attack, or other vulnerability, suspects that the NUAR Platform has been comprised, it must inform the Authority immediately.</p>
<b>DTI007 Security</b>	DTI007_008	Identity Management	The solution delivered by the Supplier shall be capable of integration or federation with the Authority's Identity Provider.	The Supplier shall ensure that the solution integrates with or allows federation with the Authority's Identity Provider. At the time of writing, this is Microsoft Azure Active Directory B2C.
<b>DTI007 Security</b>	DTI007_009	Identity Management	Through integration with the Authority's identity provider, all user access to the platform shall be protected by multi-factor authentication.	The Supplier shall ensure that multi-factor authentication is enforced for all users of the platform when performing interactive logins.
<b>DTI007 Security</b>	DTI007_010	PEN Testing	<p>The Supplier shall ensure the DT&amp;I Service is available every 12 months for penetration testing using the Authority's Penetration Testing Supplier.</p> <p>The Supplier shall review the findings and take appropriate remedial actions if any risks are identified.</p>	<p>The Supplier has made their DT&amp;I Service available for Penetration Testing, as requested by the Authority.</p> <p>The Supplier has reviewed findings and taken remedial actions, as agreed with the Authority.</p>

Group	Reference	Sub-Group	Description	Acceptance Criteria
<b>DTI007 Security</b>	DTI007_011	Vulnerability scanning	The Supplier shall conduct regular scanning of the codebase and environment using a Software Composition Analysis tool, or similar, to check for vulnerabilities in the code or within dependencies.	The Supplier has ensured that a Software Composition Analysis tool, or similar, regularly scans the codebase and dependencies to check for vulnerabilities, out-of-support versions or any other related issues.
<b>DTI007 Security</b>	DTI007_012	Remediation	<p>The Supplier shall ensure that findings from vulnerability scanning, penetration testing or any other security testing are remediated as follows:</p> <ol style="list-style-type: none"> <li>1. Critical or High rated: Within 14 days of being made aware.</li> <li>2. Medium or Low rated: Within timescales agreed with the Authority</li> </ol>	The Supplier has ensured that vulnerability or pen test findings are resolved according to agreed timings.
<b>DTI007 Security</b>	DTI007_013	Software Updates	The Supplier shall ensure all software and technologies used are regularly updated and remain under support for security patching from the vendor.	<p>The Supplier shall provide the Authority with a Security Management Plan that states its approach to software updates and certification.</p> <p>The Supplier shall, by request from the Authority, provide the Authority with details of the software and services in use and their current update status at any time.</p> <p>The Supplier shall use an N-1 approach to software versions. Deviation from this must be agreed by the Authority. Timing of updates must adhere to vendor recommendations whilst considering impact on wider NUAR services.</p> <p>The Supplier shall inform the Authority in advance of any updates and the Supplier shall run regression tests to ensure the update has not affected live service performance.</p>

Group	Reference	Sub-Group	Description	Acceptance Criteria
<b>DTI007 Security</b>	DTI007_014	IT Security Policy	The Supplier shall undertake all work in accordance with the Authority's IT Security Policies and any related practices for NUAR.	<p>The Supplier demonstrates adherence to these policies through the creation of a Security Management Plan within 30 days of contract start.</p> <p>The Supplier will seek approval from the Authority for any security exceptions.</p>
<b>DTI007 Security</b>	DTI007_015	Personnel Security Policy	The Supplier shall undertake all work in accordance with the Authority's Programme Personnel Security Policies and any related practices for NUAR.	The Supplier shall demonstrate adherence to these policies. Where the Supplier feels there is a need to diverge from these policies they must seek approval from the Authority.
<b>DTI007 Security</b>	DTI007_016	Physical Security Policy	The Supplier shall undertake all work in accordance with the Authority's Programme Physical Security Policies and any related practices for NUAR.	The Supplier shall demonstrate adherence to these policies. Where the Supplier feels there is a need to diverge from these policies they must seek approval from the Authority.

#### 5.8. Service Management (DTI008)

Group	Reference	Sub-Group	Description	Acceptance Criteria
<b>DTI008 Service Management</b>	DTI008_001	Service Management Plan	The Supplier shall produce a Service Management Plan within 30 days of contract award. The plan will detail how the Supplier will deliver the DT&I Service and manage incidents. The plan will provide a schedule for reporting performance against any SLAs and KPIs.	The Service Management Plan must be agreed by the Authority prior to being implemented.

Group	Reference	Sub-Group	Description	Acceptance Criteria
<b>DTI008 Service Management</b>	DTI008_002	Business Continuity Plan	The Supplier shall produce a Business Continuity Plan within 30 days of contract award. The plan will describe the actions that will be taken in the event of contingencies in order that there is minimum degradation to service delivery.	<p>The Business Continuity Plan must be agreed by the Authority prior to being implemented.</p> <p>The Business Continuity Plan includes recovery from a ransomware attack</p>
<b>DTI008 Service Management</b>	DTI008_003	Release Management	<p>The Supplier shall provide the Authority with a product roadmap and release schedule covering the DT&amp;I Service, notifying the Authority of planned releases no later than four weeks in advance.</p> <p>Prior to releases, the Supplier shall fully test the DT&amp;I Service to ensure integration and performance with wider NUAR Services is maintained.</p>	<p>The Supplier has run its test plan in support of a planned release.</p> <p>The Supplier has produced a test report.</p> <p>The Supplier has fixed any issues identified by the testing.</p> <p>The Supplier has sought approval from the Authority to proceed with the release.</p> <p>There will be a test environment available as required.</p>
<b>DTI008 Service Management</b>	DTI008_004	Issue Management	<p>The Supplier shall provide a mechanism to receive issues, requests, and feedback from all stakeholders.</p> <p>The Supplier shall categorise issues as Critical or Non-Critical.</p> <p>The Supplier shall acknowledge receipt of issues on the same working day.</p> <p>The Supplier shall resolve critical issues on the same working day.</p> <p>The Supplier shall resolve non-critical issues within five working days.</p>	<p>The Supplier shall have a log of all issues, their criticality and resolution and make this available to the Authority on request.</p> <p>Issues raised have been resolved within the correct timeframe.</p>

Group	Reference	Sub-Group	Description	Acceptance Criteria
<b>DTI008 Service Management</b>	DTI008_005	Data Supply Portal Account Management	<p>The Supplier shall process new Data Supply Portal account requests on the same working day as they were raised.</p> <p>The Supplier shall process amendments to Data Supply Portal accounts on the same working day as they were raised.</p> <p>The Supplier shall process account deletions to the Data Supply Portal on the same working day as they were raised.</p>	<p>The Data Supply Portal user has been informed of their account details.</p> <p>The Authority Data Operations Team have been informed that the users have been set up.</p> <p>The Data Supply Portal is only accessible to those that require access.</p>
<b>DTI008 Service Management</b>	DTI009_006	Deleting Asset Owner Data	<p>On request from the Authority, the Supplier shall delete all data holdings, configurations, and / or related documentation for the specified AO. Related documentation could include but is not limited to:</p> <ol style="list-style-type: none"> <li>1. DIS</li> <li>2. Transformation Pack</li> <li>3. Correspondence</li> </ol>	<p>The Supplier, when requested to delete data will endeavour to do so within 5 working days of request.</p> <p>Where this timeline is not achievable, the Supplier has agreed an achievable timeframe with the Authority.</p>
<b>DTI008 Service Management</b>	DTI009_007	Reporting	<p>The Supplier shall provide a monthly performance report. This will detail progress towards, and compliance with, KPIs and SLAs, as well as trend analysis and narrative around any underperformance where required. It will include actions to improve any underperformance.</p>	<p>The monthly performance report must be provided in the format specified by the Authority and include data on KPIs and SLAs. It should contain trend analysis for recent periods and narrative explanations for any underperformance, along with improvement actions where applicable.</p>

5.9. Data Governance (DTI009)

Group	Reference	Sub-Group	Description	Acceptance Criteria
<b>DTI009 Data Governance</b>	DTI009_001	Maintain File Repository and Data Catalogue	<p>The Supplier shall store a complete record of the following documentation in a secured File Repository.</p> <p>For each AO, this will include:</p> <ol style="list-style-type: none"> <li>1. DIS (with associated mapping tables)</li> <li>2. Transformation Pack</li> </ol> <p>For their Solution:</p> <ol style="list-style-type: none"> <li>1. Solution Documentation</li> <li>2. Functionality Document</li> <li>3. Deployment Process (DR)</li> <li>4. Infrastructure Requirements</li> <li>5. Security Certificates</li> <li>6. Fully commented codebase</li> </ol>	<p>Documentation is always securely accessible to the Authority.</p> <p>All documents are clearly named and tagged to aid retrieval.</p> <p>All documents have clearly defined metadata, which may include creation date, owner, review dates.</p>
<b>DTI009 Data Governance</b>	DTI009_002	Maintain File Repository and Data Catalogue	<p>The Supplier shall maintain a Data Catalogue which contains a list of data assets received and transformed by the DT&amp;I service using an appropriate metadata standard agreed with Data Governance Office, ensuring responsibilities and accountabilities are in place.</p> <p>For each Asset Data file, metadata should include the following categories:</p> <ol style="list-style-type: none"> <li>1. About the dataset <ol style="list-style-type: none"> <li>a. Description</li> <li>b. AO</li> <li>c. Version</li> </ol> </li> </ol>	<p>Asset Data is always securely accessible to the Authority.</p> <p>All Asset Data files are clearly named and tagged and listed in the Data Catalogue.</p>

Group	Reference	Sub-Group	Description	Acceptance Criteria
			<ul style="list-style-type: none"> <li>d. Dataset lifecycle phase</li> <li>e. Quality</li> </ul> <ol style="list-style-type: none"> <li>2. Access and use constraints.</li> <li>3. Data protection compliance</li> <li>4. Personally Identifiable Information</li> <li>5. Sensitive data</li> <li>6. Technical</li> <li>7. Geospatial information</li> <li>8. Lineage / Source</li> </ol>	
<b>DTI009 Data Governance</b>	DTI009_003	Document Management	The Supplier shall manage the documentation within DTI009_001 throughout its lifecycle, ensuring robust version control is maintained as directed by the Authority.	All document versions are stored in the File Repository and tagged to be easily retrievable by the Authority.
<b>DTI009 Data Governance</b>	DTI009_004	Document Archive	The Supplier shall provide documentation held in the File Repository to the Authority upon request with 10 working days.	<p>An archive is provided to the Authority.</p> <p>Each document in the archive is clearly named to determine its document type and which AO it relates to (if relevant).</p>
<b>DTI009 Data Governance</b>	DTI009_005	Governance Groups	<p>The Supplier will be required to be a member of any relevant governance groups within NUAR, as determined by the Authority. This may include groups such as the Technical Oversight Group, the Security Oversight Group, and the Data Operations Group.</p> <p>The Supplier shall provide a representative into the relevant governance groups to:</p> <ol style="list-style-type: none"> <li>1. Present any changes to the DT&amp;I Service</li> <li>2. Take any actions from the group that affect the DT&amp;I Service, back into their project team to action and impact assess.</li> </ol>	<p>The Supplier attends all required governance group meetings.</p> <p>The Supplier receives minutes of all required governance group meetings.</p> <p>The Supplier completes actions assigned within governance group meetings by the date requested.</p>

Group	Reference	Sub-Group	Description	Acceptance Criteria
<b>DTI009 Data Governance</b>	DTI009_006	Operational Groups	<p>The Supplier will be required to attend relevant operational meetings, as determined by the Authority. This may include meetings such as the Onboarding Forum.</p> <p>The Supplier shall provide a representative into the relevant operational meetings to:</p> <ol style="list-style-type: none"> <li>1. Present any changes to the DT&amp;I Service</li> <li>2. Provide any updates or escalations relating to the DT&amp;I Service</li> </ol>	<p>The Supplier attends all required operational meetings.</p> <p>The Supplier completes actions assigned within operational meetings by the date requested.</p>
<b>DTI009 Data Governance</b>	DTI009_007	Data Access and Retention	<p>The Supplier must create an implementation plan relating to Data Access and Retention, as directed by and agreed by the Authority. This includes elements such as the data access rules, digital and physical controls and governance.</p>	<p>Within 30 days of the start of the Service Transition Period, the Supplier must meet with the Authority to discuss and agree their approach to Data Access and Retention.</p> <p>Based on this meeting, the Supplier has created an implementation plan approved by the Authority, to a timeline agreed with the Authority.</p> <p>The Supplier and the Authority review and update the plan annually.</p>

5.10. Data Privacy (UK GDPR/DPA) (DTI010)

Group	Reference	Sub-Group	Description	Acceptance Criteria
<b>DTI010 Data Privacy</b>	DTI010_001	Compliance	<p>The Supplier shall ensure that all handling of Personally Identifiable Information (PII), and any other data subject to DPA and UK GDPR or other applicable data protection legislation is fully compliant.</p> <p>This includes, but is not limited to:</p> <p>Conducting regular reviews and updates to data protection processes in line with evolving legal and programme requirements.</p>	<p>The Supplier has evidence of compliance including a Data Protection Impact Assessment (DPIA) and staff training records and can supply these to the Authority on request without undue delay.</p>
<b>DTI010 Data Privacy</b>	DTI010_002	Compliance	<p>The Supplier will create an automated review process to assess whether the data contains any unidentified PII and/or sensitive data specified by the Authority.</p>	<p>The Supplier shall, within 30 days from the start of the Service Transition Period:</p> <ul style="list-style-type: none"> <li>• Meet with the Authority to discuss the data protection approach.</li> <li>• Present an implementation plan back to the Authority for approval.</li> <li>• Implement plan within 60 days from Authorities approval.</li> </ul>
<b>DTI010 Data Privacy</b>	DTI010_003	Information and access to personal data	<p>The Supplier has functionality to search for a Data Subject by name or another identifier.</p>	<p>The Data Subject has the right to obtain from the Authority confirmation as to whether personal data concerning themselves are being processed without undue delay.</p>

<b>DTI010 Data Privacy</b>	DTI010_004	Data Subject Rights	<p>The Supplier will ensure the Authority is able to comply with Data Subject Rights by:</p> <ul style="list-style-type: none"> <li>a) rectifying inaccurate information.</li> <li>b) deleting or anonymising personal data.</li> <li>c) erasing personal data concerning them without undue delay.</li> <li>d) complying with retention and destruction in line with DTI009_007.</li> <li>e) reviewing the accuracy of data.</li> <li>f) lawful processing.</li> <li>g) reviewing the need of the data.</li> <li>h) right to object.</li> </ul>	<p>The Authority shall have assurance from the Supplier, without undue delay:</p> <ul style="list-style-type: none"> <li>a) the rectification of inaccurate personal data concerning the data subject.</li> <li>b) the erasure of personal data concerning the data subject.</li> <li>c) Personal data is no longer necessary in relation to the purposes for which it was collected/processed and must be deleted or anonymised.</li> <li>d) The Supplier will comply with agreed retention and deletion schedules and document this within their DPIA and flag when it has reached the retention date, to be able to delete personal data manually or automatically.</li> <li>e) The accuracy of personal data is contested by the data subject, for a period enabling the Authority to verify the accuracy of the personal data.</li> <li>f) The processing is unlawful, and the data subject opposes erasure of the data and so requests the restriction of its use.</li> <li>g) The Authority no longer needs the personal data for the purposes of processing, but they are required by the data subject for the establishment, exercise, or defence of legal claims.</li> </ul>
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				h) The data subject has objected to processing under their "right to object", pending verification whether the legitimate grounds of the Authority to override those of the data subject.
<b>DTI010 Data Privacy</b>	DTI010_005	Personal Data incidents	The Supplier must inform the Authority of any relevant personal data incidents that may compromise the integrity of the platform or the Authority's reputation, within the timeframe stated in the contract.	The Authority will be updated from as soon as the incident has been identified to a maximum of 24 hours from when the incident was first discovered.

5.II. Offboarding of DT&I Supplier (DTI0II)

Group	Reference	Sub-Group	Description	Acceptance Criteria
<b>DTI011 Offboarding of DT&amp;I Supplier</b>	DTI011_001	Exit Management Plan	The Supplier shall document a plan to transition the service to a new supplier and identify artefacts to be handed over together with support to transition of the service to an alternative supplier towards the end of contracted period (or a contract extension if this has been agreed) or at Termination.	The Supplier demonstrates a plan that will allow the seamless transition of the DT&I Service to another supplier, together with the creation of a library of necessary artefacts to be handed over.
<b>DTI011 Offboarding of DT&amp;I Supplier</b>	DTI011_002	Handover of DT&I Materials and Documentation	The Supplier must provide the Authority with all materials required to run the DT&I Service, including but not limited to transformation logic, DISs and transformation packs.	The Supplier has provided the Authority with all relevant and agreed documentation and materials within a timescale agreed between the Supplier and the Authority.

<b>DTI011 Offboarding of DT&amp;I Supplier</b>	DTI011_003	Transition to a New DT&I Supplier	The Supplier will support with the transition of processes to a new DT&I Supplier, as directed by the Authority. This could include, but is not limited to, taking part in training sessions and workshops, and providing written instructions and process information.	The Supplier has supported in the transition of the DT&I Service, as agreed with the Authority.
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5.12. Table 3 (below) shows how the processes outlined in Section 4 relate to the DT&I Service capabilities.

*Table 3 NUAR Processes mapped to DT&I Supplier Requirement Categories and Groups*

ID	Category	Asset Owner Onboarding	Asset Data Refresh	Data Workflow Changes	Service Transition	Asset Owner Offboarding
DTI001	Data Supply	-	✓	✓	-	✓
DTI002	Data Preparation	✓	✓	✓	✓	-
DTI003	Data Transformation	✓	✓	✓	✓	✓
DTI004	Data Ingestion	-	✓	-	✓	✓
DTI005	Service Transition and Testing	-	-	-	✓	-
DTI006	Technology	✓	✓	✓	✓	✓
DTI007	Security	✓	✓	✓	✓	✓
DTI008	Service Management	✓	✓	✓	✓	✓
DTI009	Data Governance	✓	✓	✓	✓	✓
DTI010	Data Privacy	✓	✓	✓	✓	✓
DTI011	Offboarding of DT&I Supplier	✓	✓	✓	-	✓

## 6. Asset Owner Onboarding and Management Team

6.1. The Supplier shall provide a team of appropriately skilled, experienced, and qualified resources to deliver the Asset Owner Onboarding and Management Services as outlined in this specification. This team must be capable of effectively meeting all AO onboarding and management requirements, taking into account the volume and profile of AOs to be onboarded throughout the contract term.

6.2. The Supplier's team will be responsible for:

- Executing the onboarding process in accordance with the Authority's standards and timelines
- Ensuring a smooth and consistent experience for AOs
- Managing and responding to day-to-day queries and support requests from AOs in a timely and professional manner.

6.3. The Supplier must ensure that the team has:

- Proven expertise in onboarding and stakeholder engagement
- Strong communication and customer service skills
- A clear understanding of the Authority's operational environment and onboarding objectives

6.4. The Authority considers that the Asset Owner Onboarding and Management Team should be formed of the below roles who will be charged on a daily rate (7.4 working hours per day):

6.4.1. **Delivery Manager** - The Delivery Manager will oversee the day-to-day coordination of the DT&I Team, ensuring that delivery activities align with Authority expectations and project timelines. Acting as a point of contact between the Supplier team and the Authority, the Delivery Manager will monitor progress, manage risks and issues, and facilitate clear communication across all stakeholders. Key responsibilities include:

- Leading the Supplier team to ensure timely and high-quality delivery of technical data transformation activities.
- Monitoring progress against agreed plans and escalating risks, issues, or delays to the Authority as needed.
- Facilitating regular updates, meetings, and reporting to maintain transparency and alignment.
- Ensuring Supplier adherence to agreed processes, data standards, and documentation requirements.
- Evaluate and recommend adjustments to the resourcing of the Asset Owner Onboarding and Management Team in accordance with clause 6.5 to 6.12,

6.4.2. **Senior Asset Owner Onboarding and Management Team Member** – The Senior Team Member will be responsible for overseeing the Asset Owner and Onboarding Management Team and Processes, ensuring that Asset Owners' data is successfully transformed to the NHDM and all other processes described in Appendix I. They will also be primarily responsible for meeting the KPIs described in Appendix 2. The Senior Team Member will be expected to (but is not limited to):

- When required, carry out any actions aligned to the other Team members, particularly for more complex or high-priority AOs.
- Lead the DT&I team, including assigning work to individuals
- Liaise and communicate regularly with the Authority on team progress, KPIs, and other matters.

6.4.3. **Asset Owner Onboarding and Management Team Member** – The Asset Owner Onboarding and Management Team Member will be responsible for transforming individual Asset Owners' (AO) data and keeping the Authority informed of any data refreshes or issues. The anticipated work of the Team Member includes but is not limited to:

- Reviewing AO data to ensure it meets the minimum requirements (DTI002\_001).
- Creating Data Ingestion Specification (DIS) documents and schema mapping tables (DTI002\_002), and updating DIS documents when changes are required (DTI002\_004).
- Collaborating with the Authority to present the DIS to AOs, ensuring the proposed transformations are appropriate and clearly understood by the AOs.
- Setting up a repeatable transformation process for each AO (DTI002\_003), and updating it when necessary, for example following a revision to the DIS (DTI002\_004).
- Processing AO service areas, contact details, and sensitivity and enhanced measures in line with AO requirements and direction from the Authority (DTI003\_011, DTI003\_012, DTI003\_013, DTI003\_014).

- Supporting the Authority with direct support of AOs, specifically in relation to the DT&I Service.
  - Escalating any issues or concerns to the Authority (DTI002\_005).
  - Handling 'no change' data refreshes when requested by the Authority (DTI003\_005).
  - Producing transformation packs for each AO (DTI003\_009).
  - Reporting both successful and unsuccessful data refreshes to the Authority (DTI003\_006, DTI003\_007).
  - Investigating unsuccessful refreshes and providing findings and recommendations to the Authority Data Operations Team.
  - Providing access DT&I Portal to AOs as requested by the Authority
  - Maintaining a working knowledge of all accepted data formats, as defined in DTI001\_001.
- 6.5. It is expected that during the term of the contract the number of individuals delivering the above roles and the overall size of the Asset Owner Onboarding and Management Team will fluctuate depending on the Asset Owner onboarding and management volumes.
- 6.6. During the implementation of the Transition and Service Implementation Period of the contract, the Authority will agree with the Supplier the size of the initial Asset Owner Onboarding and Management Team to deliver the Services from commencement date of the Services as outlined in the Scope section of the Specification. It is anticipated that the initial team, although this will be subject to agreement between the Authority and the Supplier, from the commencement date of the Services will be made up of:
- 1 x Delivery Manager (Part-Time – 2.5 days per week)
  - 1 x Senior Asset Owner Onboarding and Management Team Member (Full Time)
  - 4 x Asset Owner Onboarding and Management Team Member (Full Time)
- 6.7. The size and profile of the Asset Owner Onboarding and Management Team shall be subject to a formal quarterly review between the Authority and the Supplier. The purpose of this review is twofold:
- **Performance Assessment:** To evaluate the effectiveness and performance of the team over the preceding quarter.
  - **Forward Planning:** To assess the upcoming requirements for Asset Owner Onboarding and Management and determine the appropriate resourcing levels and skill profiles needed to meet those requirements
- 6.8. Following each quarterly review, any agreed variations to the size or composition of the team shall be implemented by the Supplier within 20 working days of the agreement being reached.
- 6.9. Where there is a significant deviation in the Asset Owner Onboarding and Management profile from what was anticipated at the most recent quarterly review, either the Authority or the Supplier may request an additional review. These reviews will be conducted as an additional agenda item within the Programme Monthly meetings and will follow the same principles as the quarterly review in assessing resourcing needs and agreeing any necessary changes.
- 6.10. The Supplier shall maintain suitable processes for onboarding additional resources into the team or offboarding resources as required, ensuring minimal disruption to service delivery. The Supplier is expected to have access to an appropriate pool of qualified resources to enable the successful delivery of services under this contract.

- 6.11. The Authority shall only be invoiced for actual days worked by members of the Asset Owner Onboarding and Management Team. No charges shall be incurred for unutilised resource capacity or for periods where team members are not actively engaged in delivering services under this contract. The Authority reserves the right to request timesheets to demonstrate time worked by team members.
- 6.12. The Supplier shall maintain adequate resourcing levels throughout the contract to ensure continuity of service and responsiveness to AO needs.

## 7. Testing Requirements (Successful Acceptance Testing)

- 7.1. The Authority requires visibility, access to, and sign-off on the Suppliers Test Strategy documentation within the first 30 days of the contract starting. The contents of which should include (but are not limited to):
- Unit testing strategy
  - Integration testing strategy
    - Specifically, what the integration testing strategy is to Authority implementations, including ownership of where responsibilities lie
  - System testing strategy.
  - Performance testing strategy
    - Specific performance metric requirements to be agreed between the Authority and Supplier
  - Data quality & validation testing strategy.
    - For example, data integrity, schema compliance, transformation accuracy, data lineage etc
  - Security testing strategy
    - The authority requires evidence that a sufficient focus on security testing has been achieved through demonstration and implementation of a secure software development lifecycle.
  - CI/CD strategy and test integration strategy
    - Clear indications as to what fails a build / release.
  - Defect management strategy.
  - Accessibility testing strategy.
  - Details of any tooling used for the previously mentioned subjects.
- 7.2. The Authority must have access to, or visibility of the following coverage & reporting details at regular agreed intervals/ milestones:
- Code and test coverage metrics.
  - Clear indication of which components / transformations are not covered, and reasoning behind any intentional gaps.
  - Performance testing metrics & documentation of the performance testing done.
- 7.3. The Authority must have access to, or visibility of any test related dashboards or reports of achieved quality:

- e.g. Test execution status reports

7.4. The Authority must have access to, or visibility of any Test artefacts & auditability (the following may be included in previously mentioned reporting):

- All metrics, coverage, reporting details, and related information should be accessible for both current and historical data.
- A record of all tests that have been previously executed, and their associated results.
- Clear identification of the areas that have been tested.
- Any limitations in the testing completed including any associated risks.

7.5. Evidence that the estimated/actual peak load has been measured, an understanding of the load breaking points, and performance limitations of the system.

## 8. Performance Management and Key Performance Indicators

8.1. The Authority intends to manage performance as outlined in Appendix 2 – Service Levels and Key Performance Indicators.

## 9. Additional Reference Material

9.1. Further information and additional reference material can be found within the below appendices:

Appendix Name	Description
<b>Appendix 3</b> – Responsibility Model for DT&I Microsoft Azure Environment	The defined/ expected responsibilities between the Authority and the Supplier for the DT&I environment.
<b>Appendix 4</b> – UK Excavation Profile of MUDDI and the NUAR Harmonised Data Model <a href="https://github.com/national-underground-asset-register/nuar-datamodel">https://github.com/national-underground-asset-register/nuar-datamodel</a> -	Repository to hold details of the standardised data model that is used in the NUAR service, based on the OGC MUDDI Conceptual Model. Git repository containing logical model artefacts (XMI) for the NUAR Harmonised Data Model and the UK Excavation Profile of the OGC's MUDDI standard on which it is based. Also contains physical models (SQL DDL) and documentation.
<b>Appendix 5</b> – API Interface Specification for Metadata API	The information supplied back to the Supplier from the API call that the Supplier will need to append to the transformed asset data for each submission. Please note the API Interface Specification and the metadata is subject to some change upon further review by the Authority.
<b>Appendix 6</b> – Data Ingestion Specifications and Transformation Packs	A zip folder containing: <ul style="list-style-type: none"> <li>• An example of a Data Ingestion Specification.</li> <li>• Seven example DISs containing mock data, in a range of layouts.</li> <li>• 12. Example transformation packs based on the sample DISs</li> </ul>
<b>Appendix 7</b> – Asset Owner Refresh Profile	A document containing:

	<ul style="list-style-type: none"> <li>• Monthly forecast of data refreshes by AOs' during year one of DT&amp;I Service operation.</li> <li>• Weekly forecast of feature volumes to be processed during year one of DT&amp;I Service operation.</li> <li>• Weekly forecast of data volume in Gb being supplied into the DT&amp;I Service during year one of DT&amp;I Service operation.</li> <li>• Weekly forecast of data volume in Gb being outputted by the DT&amp;I Service during year one of DT&amp;I Service operation.</li> </ul>
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## 10. Payments

- 10.1. During the Service Transition and Implementation phase of the contract, payments will be made upon the successful completion of the milestones as outlined in the Specification. Each milestone is subject to clearly defined acceptance criteria, which must be fully met and formally accepted by the Authority prior to any payment being authorised.
- 10.2. Following successful go live of the Service, the Supplier shall submit monthly invoices in arrears for:
- Azure Costs (Infrastructure)
  - Asset Owner Onboarding and Management Team Services
- 10.3. Following successful go live of the Service, invoices for the Solution Costs will be submitted in six-month payment in advance intervals. Subject to the successful go live of the Service, the first expected invoice for Solution Costs to be dated in April 2026 will cover the period of 1 April 2026 to 30 September 2026.
- 10.4. All charges will be subject to the Service Credits that are outlined in Appendix 2 – Service Levels and Key Performance Indicators.
- 10.5. All invoices must:
- Include a valid the Authority purchase order number.
  - Comply with the Authority invoice standards.
  - Be submitted via email to a nominated email address, which will be provided by the Authority following contract award.
- 10.6. All payments will be made in accordance with the terms and conditions set out in the Contract.
- 10.7. All infrastructure costs associated with the building, testing, deployment, and ongoing operation of the Data Transformation & Ingestion Service within the Authority's Microsoft Azure environment shall be fully recharged to the Supplier. This includes, but is not limited to, costs related to compute, storage, networking, monitoring, and any other Azure services utilised in the delivery and support of the service.
- 10.8. Recharges will be issued on a quarterly basis, with itemised billing provided to ensure transparency. The Supplier shall be responsible for reviewing and reconciling these charges as part of their ongoing service and financial management obligations.

10.9. Any disputes regarding recharged costs must be raised in writing within ten (10) working days of receipt of the invoice. Both parties shall work in good faith to resolve such disputes promptly and in accordance with the contract's dispute resolution procedure.

## II. Contract Extension Process

II.1. Discussions regarding a potential extension to the contract shall commence no later than six (6) months prior to the contract's scheduled end date. Any extension will be subject to mutual agreement between the Authority and the Supplier.

II.2. The Supplier may propose cost increases for each extension year of the contract. However, any proposed increase must not exceed the **Maximum Percentage Increase on Costs Per Extension Year** as stated in the Supplier's bid submission.

II.3. All proposed cost increases must be:

- Fully justified by the Supplier, with supporting rationale and evidence where applicable.
- Clearly itemised, showing percentage increases applied to individual cost components (e.g., labour, materials, overheads). Blanket or non-specific cost increases will not be accepted.

II.4. Any extension to the contract must be formally agreed and documented no later than ninety (90) days prior to the contract's end date. Failure to reach agreement within this timeframe may result in the contract concluding as originally scheduled.

## 12. Contract Variations

12.1. Any variation to the contract, including but not limited to changes in scope, deliverables, timelines, or pricing, shall be subject to mutual agreement between the Authority and the Supplier. No variation shall be valid unless it is formally agreed in writing by both parties.

12.2. Either party may initiate a request for variation. The initiating party must provide a written proposal outlining:

- The nature and rationale for the proposed variation
- Any impact on cost, schedule, or performance
- Supporting documentation or evidence, where applicable

12.3. The receiving party shall review the proposed variation in a timely manner. If acceptable, the variation shall be documented through a formal contract variation agreement, signed by authorised representatives of both parties.

12.4. Until a variation is formally agreed in writing, both parties shall continue to perform their obligations under the existing terms of the contract.

## 13. Standards and Policies

- 13.1. The Supplier should be compliant with the Data Protection Act, UK General Data Protection Regulation and any other relevant legislation to comply with data privacy.
- 13.2. The Supplier must be compliant with requirement DTI007\_014, ensuring all work undertaken is in accordance with the Authority and NUAR Programme IT security policies, including the creation of a Security Management Plan within 30 days of contract start, evidencing adherence to these policies.

#### 14. Service Delivery

- 14.1. The Supplier shall operate during the normal business hours of 8am to 5pm from Monday to Friday except for English Public Holidays. All meetings that the Supplier is required to attend will be between these hours. In exceptional circumstances, the Supplier may be required to attend meetings outside of these hours.
- 14.2. The Data Supply Portal shall be available with 99.5% uptime to allow submission 24 hours a day, 7 days a week. Any maintenance should be notified to the AOs at least 72 hours in advance to ensure it does not impact AO's refresh. The SLA of the uptime must ensure that there is no impact to the Data Currency of AO Data in NUAR.
- 14.3. The DT&I Service is assumed to be a service used solely by the Supplier. As such it is not bound by an uptime requirement, though it is expected to be available when required by the Supplier to meet its KPIs.

## 15. Service Implementation (Delivery Timescale)

15.1. The Supplier will be required to implement the Service in accordance with the below Service Implementation and Milestone Plan table.

Milestone Number	Milestone Name	Milestone Description	Acceptance Criteria	Delivery Date
0	Contract Award Start of Service Transition Period Onboarding of Supplier personnel (assumes relevant clearances are in place)	Contract to commence on or before 8 December 2025. The Supplier to mobilise and onboard personnel ready for Contract Award	N/A	8 December 2025
1	Implementation plan and architecture for technical DT&I Service agreed	The Supplier will create and present an Implementation Plan and Technical Architecture for the Data Supply Portal, the DT&I Service, and the DT&I DB, as well as security measures and Azure service configurations, to the Authority, and receive approval, within 30 days. This is detailed in Requirement Reference DTI006_007.	By the Delivery Date, the Supplier shall: <ul style="list-style-type: none"> <li>- Present the Implementation Plan and Technical Architecture to the Authority, to the requirements outlined within Appendix I</li> <li>- Receive feedback from the Authority on the deliverable and update accordingly.</li> <li>- Finalise the deliverable and receive sign-off from the Authority</li> </ul>	2 January 2026
2	Creation and approval of a Service Transition Plan	The Supplier will create a Service Transition Plan, as detailed in Requirement Reference DTI005_001. The Supplier will receive approval of Service Transition Plan within 30 days of the start of the Service Transition Period.	By the Delivery Date, the Supplier shall: <ul style="list-style-type: none"> <li>- Present the Service Transition Plan to the Authority, to the requirements outlined in DTI005_001</li> <li>- Receive feedback from the Authority on the Service Transition Plan and update the deliverable accordingly.</li> <li>- Finalise the Deliverable and receive sign-off from the Authority</li> </ul>	2 January 2026
3	Creation and approval of documentation required for the DT&I Service	The Supplier will provide the following to the Authority within 30 days from the start of the Service Transition Period, and have each deliverable approved by the Authority by the Delivery Date (9 January 2026): <ul style="list-style-type: none"> <li>- Business Continuity Plan</li> <li>- Service Management Plan</li> <li>- Test Strategy</li> <li>- Security Management Plan</li> <li>- Data Protection Implementation Plan (including an automated PII detection process)</li> </ul> <p>Each deliverable must align to the requirements laid out in Section 5 of Appendix I.</p>	By the Delivery Date, the Supplier shall, for each of the deliverables listed in the Milestone Description, complete the following: <ul style="list-style-type: none"> <li>- Present the deliverable to the Authority within 30 days of the start of the Service Transition Period</li> <li>- Receive feedback from the Authority on the deliverable and update accordingly.</li> </ul> <p>Finalise the deliverable and receive sign-off from the Authority</p>	9 January 2026
4	Creation and implementation of an initial version of the technical DT&I Service, signed off by the Authority and ready for testing	The Supplier will complete the functional implementation of the technical DT&I Service (including the Data Supply Portal, the Data Transformation Tool, and the upload of the data to the DT&I DB), which will allow the Supplier to validate and transform Asset Data and provide the Authority with evidence of the Supplier's capability to correctly transform Asset Data.	By the Delivery Date, the Supplier shall: <ul style="list-style-type: none"> <li>- Complete the first iteration of the technical implementation of the technical DT&amp;I Service (including the Data Supply Portal, the Data Transformation Tool, and the upload of the data to the DT&amp;I DB)</li> <li>- Receive feedback from the Authority and update accordingly.</li> <li>- Finalise the initial iteration of the technical DT&amp;I Service and receive sign-off from the Authority</li> </ul>	16 January 2026
5	Creation and implementation of a production-ready version of the technical DT&I Service, signed off by the Authority and ready for testing	End-to-end technical implementation of all service elements meeting all functional and non-functional requirements. Completed transition of all required AOs, as specified in DTI005_002.	By the Delivery Date, the Supplier shall: <ul style="list-style-type: none"> <li>- Complete the creation and implementation of the production-ready DT&amp;I Service, including the full end-to-end technical implementation of the Data Supply Portal, validation and transformation service including DT&amp;I DB GeoPackage output at scale approved by the Authority</li> <li>- Complete the transition of the transformation processes of all required AOs (as specified in DTI005_002), in a priority order specified by the Authority. The transformations created must be signed off by the Authority.</li> </ul>	By 17 March 2026
6	Sign-off of full DT&I Service by the Authority	The Authority will sign off all aspects of DT&I Service to be provided by the Supplier	Evidence that all requirements specified are met in order to commence Service Operation and allow the Incumbent Supplier to decommission their service approved by the Authority.	By 17 March 2026

7	Operational DT&I service commences			1 April 2026
8	Service Review First Year	The Authority and the Supplier will review the first year of DT&I service provision and agree necessary changes to commence from 1 April 2027	Document Agreeing	1 February 2027
9	Exit Management Plan submitted	Plan that outlines how the Supplier will support service transition to a new Supplier	Exit Management Plan approved by the Authority	1 May 2027
10	Decision point contract extension	Authority to decide about contract extensions		31 December 2027, 2028, and 2029

## 16. Contract Management

16.1. The below table lists the formal contractual meetings throughout the contract. It does not include the working level meetings that will happen through the contract to achieve the required outcomes.

Meeting Title	Frequency	Attendance	Agenda
Programme Monthly	Monthly, no later than five working days after the end of the previous Service Period.	The Authority The Supplier	Achievements Performance Update Risks and Issues Plan Finance Update Change Control
Commercial Review	Quarterly	The Authority The Supplier	Contract Update Commercial Update
Annual Review	Annual	The Authority The Supplier	Strategic vision and objectives review

16.2. The Supplier shall provide a dedicated Contract Manager who will be responsible for the overall delivery and performance of the service. This individual must act as the primary point of contact for all contractual matters and will be required to attend all scheduled contract management meetings, as well as any ad hoc meetings reasonably requested by the Authority. The Contract Manager must have sufficient authority and knowledge of the contract to address performance issues, facilitate continuous improvement, and ensure compliance with all agreed service levels and KPIs.

16.3. Programme Documents: The Supplier shall maintain and make available at the relevant meetings:

- Performance Report containing
  - The performance metrics outlined in Appendix 2.
  - A qualitative summary of the last Service Period Including successes and risks.
  - Proposed tasks and priorities for the next Service Period.
  - Predicted performance for the next Service Period.
- Risks, Assumptions, Issues and Dependencies (RAID) Log containing a full list of risks, assumptions, issues, and dependencies and their associated actions, impact, ownership, timelines, and status.
- Change Log containing all proposed and agreed contractual changes, referencing the request, Impact, and value.
- Service Roadmap and Release Schedule containing upcoming releases, proposed new features.
- The programme plan, updated to reflect timelines and milestones at the end of the previous Service Period.

## 17. Termination

17.1. Exit Information: Within 30 days prior to termination of the contract the Supplier shall:

- Provide Exit Information: The Supplier shall provide an editable archive of the data and document information as listed throughout the requirements and a catalogue describing the information to enable effective retrieval by the Authority.

- Exit Information Format: Provide the Exit Information in formats that the Authority can access without the need for specialist licenses i.e. limit to Microsoft Office 365 formats and common geospatial and imagery formats.

17.2. Information Retention: The Supplier shall review project data and documentation and retain any data and documentation they consider pertinent to any longer-term auditing or traceability requirements.

17.3. Information Deletion: The Supplier shall review project data and documentation and delete any data and documentation within 30 days of the contract termination that:

- does not form part of the Exit Information or is not required by the Supplier for their legal requirements e.g. financial accounting; audits; marketing.
- contains GDPR data concerning Individuals not employed by the Supplier and their sub-Contractors e.g. Contact lists.

17.4. Re-tendering: The Supplier shall, if requested by the Authority, be available for up to three months post-termination to support the:

- tendering of services in relation to the services performed on this contract.
- knowledge transfer from the Supplier to the new Supplier.

Schedule 2      Service Levels, Service Deductions and KPIs

# Service Levels, Service Deductions and KPIs

For the purposes of this Schedule, the following Definitions will apply:

<b>Persistent Service Failure</b>	is where any one Service Level falls on or below the relevant Service Level for three (3) months in any rolling twelve (12) month period;
<b>Service Level Default</b>	shall occur when Supplier fails to meet a Service Level or, does not comply with its obligations under either paragraph 2.2 or paragraph 2.3 of this Schedule;
<b>Service Level Report</b>	the report to be produced by Supplier and provided to OS (in accordance with the provisions of this Schedule) setting out Supplier performance of the Services, Supplier compliance (or not) with the Service Levels and the applicable Service Deductions.

## 1 Introduction

This Schedule sets out the Service Levels and the calculation of Service Deductions in relation to a failure by Supplier to achieve a Service Level.

## 2 Performance Measurement

- 2.1 Unless otherwise indicated, the Service Levels shall be calculated on a monthly basis.
- 2.2 The Supplier will measure performance in respect of the Services against each Service Level. Failure to properly measure performance with respect to any Service Level for any month and to provide OS with the Service Level Report will be deemed to be a Service Level Default with regard to the affected Service Level for the relevant month.
- 2.3 The Supplier will provide OS with a copy of the Service Level Report within five (5) Working Days of the end of the month following the month for which the Service Level is measured.
- 2.4 Where there is a Service Level Default, the Service Level Report shall provide an explanation of the circumstances surrounding the Service Level Default and shall document remedial actions in agreement with OS. Furthermore, the Service Level Report will identify the Service Deductions applicable to that month.

## 3 Service Deductions

- 3.1 Where there is a Persistent Service Failure on a Service Level Default, the Supplier shall incur a Service Deduction (if applicable in accordance with Table I below).
- 3.2 Subject to paragraph 4.2 below, the value of each Service Deduction is specified in Table I.
- 3.3 Service Deductions incurred shall be stated as a credit in the Supplier's next monthly invoice.
- 3.4 If the amount of Service Deductions due exceeds the amount otherwise payable to Supplier, then after reducing Supplier's invoice to nil, the balance of any outstanding Service Deductions shall be carried forward and applied as a reduction of the future invoices of Supplier.

- 3.5 Where OS has paid the Supplier's final invoice in respect of the Services or no invoice is raised within three (3) months of the month in respect of which the Service Deductions become due, OS may require Supplier to issue a credit note in respect of any outstanding Service Deductions. The Supplier shall issue such credit note within ten (10) Working Days of being requested by OS to do so.

#### 4 Service Measures

- 4.1 The Service Levels are set out in Table I.
- 4.2 Notwithstanding the Contract Variation Procedure, not more than once in any twelve (12) month period during the Agreement Period, OS may, on provision of three (3) months' written notice to Supplier and after appropriate consultation with Supplier, change the Service Deductions applicable to each or any Service Level provided that:
- 4.2.1 the principal purpose of this change is to reflect changes in OS's requirements and priorities, or to reflect reasonable changing industry standards;
  - 4.2.2 the change is not specifically intended or have the effect to penalise the Supplier for poor performance in relation to any particular Service Levels; and
  - 4.2.3 this does not result in any increase in Supplier's aggregate cap on liability (as set out in Clause 18.2).

Service Level Name		Service Level Description	Method of Measure / Recording	Reporting Frequency	Target	Service Deduction per month per Persistent Service Failure
KPI 01	Data Triage	The time taken for data triage to be completed once received from Asset Owners	Count of number of data triages that took less than or equal to 5 working days between date of receipt for a new data triage and data triage being completed. If triage fails, this includes reporting this failure to the Authority Data Operations Team.	Monthly	90%	n/a
KPI 02	Creation of Data Ingestion Specifications	The time taken for a Data Ingestion Specification to be created following successful data triage.	Count of number of Data Ingestion Specification creations that took less than or equal to 10 working days following data triage, discounting days where the Supplier is reliant on the Authority or Asset Owners for information.	Monthly	90%	n/a
KPI 03	Revision of Data Ingestion Specifications	The time taken to revise a Data Ingestion Specification	Count of number of DIS revisions that took less than or equal to 10 working days following instruction from the Authority to carry out a DIS revision, discounting days where the Supplier is reliant on the Authority or Asset Owners for information.	Monthly	90%	n/a
KPI 04	Data Transformation Configuration	The time taken to configure the data transformation solution for an Asset Owner's data following agreement of the DIS.	Count of number of data transformations configured and successfully tested within 5 working days after the agreement of the DIS.	Monthly	90%	n/a

KPI 05	Data Transformation Pack	The time taken to create the Data Transformation Pack following agreement of the DIS.	Count of number of Data Transformation Packs created and submitted to the Authority within 10 working days after agreement of the DIS.	Monthly	90%	n/a
KPI 06	Data Validation (Refresh)	The time taken to perform a malware and virus check and validate a dataset once uploaded to the Data Supply Portal (manually or through the Data Refresh API)	Count of number of check and validation processes run on refreshed data that took less than 6 hours from the time of upload.	Monthly	90%	n/a
KPI 07	Data Transformation (Refresh)	The time taken to transform a dataset in conformance to the NUAR Harmonised Data Model, and to write the transformed data to the DT&I DB and a GeoPackage accessible to the Authority once the dataset has been validated	Count of number of check and validation processes run on refreshed data that took less than 24 hours from the time of upload.	Monthly	90%	n/a
KPI 08	Successful Refresh Reporting	The time taken to report a successful data refresh	Count of number of successful AO data refreshes reported to the Authority within 1 (one) working day of the successful refresh.	Monthly	100%	n/a
KPI 09	Unsuccessful Refresh Investigation and Reporting	The time taken to investigate the cause of and report a data refresh failure	Count of number of failed AO data refreshes investigated and reported to the Authority within 1 (one) working day of the refresh failure.	Monthly	80%	n/a

KPI I0	Refresh Success	The number of total data refresh submissions that fail due to issues with the DT&I service or other factors within the Supplier's control	Maximum percentage of refresh submissions that were unsuccessful due to issues within the DT&I service or other factors within the Supplier's control.	Monthly	4%	2%
KPI II	Data Supply Portal Availability	The number of minutes in a month AOs can log onto the Data Supply Portal and upload or refresh their data, unless prior agreement is made with the Authority.	Percentage of minutes over a month the Data Supply Portal is available for data upload by AOs.	Monthly	99.5%	2%
KPI I2	DT&I DB Availability	The number of minutes in a month the Authority can access the DT&I DB and pull data into the Data Ingestion Process, unless prior agreement is made with the Authority.	Percentage of minutes over a month the DT&I DB is available to the Authority.	Monthly	99.9%	n/a
KPI I3	Data Refresh API Availability	The number of minutes in a month AOs can use the Data Refresh API to refresh their data, unless prior agreement is made with the Authority.	Percentage of minutes over a month the Data Refresh API is available to be used for data refresh by AOs	Monthly	99.5%	2%

## 5 Reporting

- 5.1 Should the Supplier fail to meet a Service Level or as soon as the Supplier becomes aware that it likely that it will fail to meet a Service Level, the Supplier shall immediately inform OS's Contract Manager via email and shall provide the reason and commitment to a time when the faults will be resolved.
- 5.2 The Supplier shall keep OS's Contract Manager informed of any expected or anticipated changes to the committed resolution date and time.

## 6 Obligation to Remedy

- 6.1 If there is a Service Level Default or there is otherwise a Service failure, the Supplier shall as soon as reasonably practicable (which shall mean within fifteen (15) Working Days):
- 6.1.1 investigate the underlying cause of the failure and preserve any data indicating the cause of the failure;
  - 6.1.2 take all reasonable steps necessary to minimise the impact of the failure and to prevent it from recurring;
  - 6.1.3 correct the failure and resume Service performance and observance of the relevant Service Level; and
  - 6.1.4 advise OS of the status of remedial efforts being undertaken with respect to the underlying cause of the Service Level Default or other Service failure and regularly keep OS so advise.

# Schedule 3 Processing, Personal Data and Data Subjects

## Subject matter of the processing

This Data Processing Schedule forms part of the contract awarded on 15 December 2025 for the provision of Data Transformation & Ingestion services to the National Underground Asset Register (NUAR) programme. The Supplier will process personal data on behalf of the Authority in accordance with this schedule and applicable data protection legislation.

## Duration of the processing

- Contract Start Date: 8 December 2025
- Service Operational Date: 1 April 2026
- Initial Term: 2 years
- Extension Options: Up to 3 additional years (1-year increments)
- Maximum Contract Duration: 5 years
- Data Retention: Personal data must be securely destroyed at the end of the contract or upon termination, whichever is earlier.

## Nature and purposes of the processing

The Supplier will process personal data for the following purposes:

- Ingesting, transforming, and managing underground asset data
- Facilitating communication and coordination with Ordnance Survey staff; Asset Owner staff and OS trusted third parties staff.
- Supporting service transition, implementation, and ongoing operations

## Type of Personal Data

- Full Name
- Job Title
- Organisation and department
- Email Address
- Contact Phone Number

No special category (sensitive) personal data will be processed under this contract.

## Categories of Data Subject

- Ordnance Survey Staff
- Asset Owner Organisation Staff
- Third Party Staff

## Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data

Upon contract expiry or termination:

- All personal data must be securely deleted or returned to the Authority
- A certificate of destruction must be provided within 30 days

1. The Supplier shall comply with any further written instructions with respect to processing by OS.
2. Any such further instructions shall be incorporated into this Annex.

**International Transfers**

Territory in which Personal Data may be processed by the Supplier: UK

Appropriate safeguards in place: N/A

Derogation(s) as set out in Article 49 of the EU GDPR/UK GDPR applicable to the transfer: N/A

## Schedule 6 Insurance

<b>Class</b>	<b>Minimum Sum Insured</b>
Public Liability	£10 million
Employers Liability	in accordance with any legal requirement for the time being in force.
Professional Indemnity	£10 million
Product Liability	£5 million

# Schedule 7 TUPE Staff Transfer

## 1 DEFINITIONS

In this Schedule, the following definitions shall apply:

- “Former Supplier”** any current or former provider of services to OS that are the same as, or broadly similar in nature to, the Services or any part thereof;
- “New Fair Deal”** the revised Fair Deal position set out in the HM Treasury guidance: *“Fair Deal for staff pensions: staff transfer from central government”* issued in October 2013 including any amendments to that document immediately prior to the Relevant Transfer Date;
- “Replacement Sub- contractor”** a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
- “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;
- “Service Transfer”** any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;
- “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 Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as OS may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format (and stating a unique personnel reference code, in relation to each person identified, which shall remain the same on every occasion that Staffing Information is provided):
- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
  - (b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;
  - (c) the identity of the employer or relevant contracting Party;

- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other “employee liability information” as such term is defined in regulation 11 of the Employment Regulations;

**“Sub-Contract”**

means:

- (a) any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party; and
- (b) any agreement or commitment to enter into such a contract, whether formal or informal and whether or not in writing;

**“Sub-contractors”**

means those persons with whom the Supplier enters into a Sub-Contract or its or their servants or agents, and any third party with whom that third party enters into a sub-contract or its servants or agents (and **Sub-Contractor** shall be interpreted accordingly);

**“Supplier's Final Supplier Personnel List”**

a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Service Transfer Date;

**“Supplier's Provisional  
Supplier Personnel List”**

a list prepared and updated by the Supplier of all Supplier Personnel 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;

**“Transferring Supplier  
Employees”**

those employees of the Supplier and/or any Sub-contractor to whom the Employment Regulations will apply on the Service Transfer Date.

**2 INTERPRETATION**

Where a provision in this Schedule 7 imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to OS, Replacement Supplier or Replacement Sub- contractor, as the case may be.

## **PART A: NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF THE SERVICES**

### **1 PROCEDURE IN THE EVENT OF TRANSFER**

- 1.1 OS and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of OS and/or any Former Supplier.
- 1.2 If any employee (or former employee) of OS and/or any Former Supplier claims, or it is determined in relation to any employee (or former employee) of OS and/or any Former Supplier, that his/her contract of employment (or any rights, duties, or liabilities under or in connection with such contract) has been transferred from OS and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:
- (a) the Supplier shall, and shall procure that the relevant Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to OS and, where required by OS, give notice to the Former Supplier; and
  - (b) OS and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier or the Sub-contractor (as appropriate) or take such other reasonable steps as OS or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2(b) is accepted (or if the situation has otherwise been resolved by OS and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-contractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period specified in Paragraph 1.2(b):
- (a) no such offer of employment has been made;
  - (b) such offer has been made but not accepted; or
  - (c) the situation has not otherwise been resolved to the mutual satisfaction of OS and the Supplier,
- the Supplier and/or the Sub-contractor may within 20 Working Days give notice to terminate the employment or alleged employment of such person.

### **2 INDEMNITIES**

- 2.1 Subject to the Supplier and/or the relevant Sub-contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and Paragraph 2.4, OS shall:
- (a) indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities and any liability or losses to or in respect of the Statutory Schemes (as defined in Part B (Pensions)) arising in connection with the employment or termination of the employment of any employee (or former employee) of the Supplier or any Sub-contractor referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that any Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities; and
  - (b) indemnify the Supplier and/or the relevant Sub-contractor against any Losses payable to or in respect of the Statutory Schemes (as defined in Part B (Pensions)) arising in connection with the employment or termination of the employment of any employee (or former employee) of the Supplier or any Sub-contractor referred to in Paragraph 1.2, including where the employee (or former employee) remained employed by the Supplier and/or any Sub-contractor pursuant to Paragraph 2.2.

- 2.2 If any such person as is described in Paragraph 1.2 is neither re-employed by OS and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-contractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Sub-contractor (as appropriate) and the Supplier shall (a) comply with such obligations as may be imposed upon it under Law and (b) comply with the provisions of Part B (Pensions) of this Schedule 7.
- 2.3 Where any person remains employed by the Supplier and/or any Sub-contractor pursuant to Paragraph 2.2, then OS shall indemnify the Supplier and/or relevant Sub-contractor in respect of any Employee Liabilities arising in respect of the period up to and including the Relevant Transfer Date and the Supplier shall indemnify OS and any Former Supplier and shall procure that the Sub-contractor shall indemnify OS and any Former Supplier in respect of any Employee Liabilities arising after the Relevant Transfer Date. This Paragraph 2.3 shall not apply to any liabilities to or in respect of the Statutory Schemes as defined in Part B (Pensions).
- 2.4 The indemnity in Paragraph 2.1(a):
- (a) shall not apply to
    - (i) any claim for:-
      - (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
      - (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or
    - (ii) any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor did not use reasonable endeavours to follow a fair dismissal procedure; and
  - (b) shall apply only where the notification referred to in Paragraph 1.2(a) is made by the Supplier and/or any Sub-contractor to OS and, if applicable, Former Supplier within 6 months of the Relevant Transfer Date.

## **PART B: PENSIONS**

### **3 DEFINITIONS**

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

<b>"Admission Agreement"</b>	means: <ul style="list-style-type: none"><li>(a) in respect of the CSPA, an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPA in respect of the Services; and</li><li>(b) in respect of the LGPS, an admission agreement within the meaning in Schedule 1 of the Local Government Pension Scheme Regulations 2013;</li></ul>
<b>"CSPA"</b>	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014;
<b>"Direction Letter/Determination"</b>	an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Sub-contractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Sub-contractor in the NHSPS in respect of the Fair Deal Employees who are entitled to continued membership of the NHS Pension Scheme;
<b>"Fair Deal Employees"</b>	means the employees of the Supplier who at the Commencement Date or Relevant Transfer Date (as appropriate) are entitled to New Fair Deal protection in respect of a Statutory Scheme, and whose employment is not terminated in accordance with the provisions of Paragraph 1.3 or Paragraph 1.4 of Part A of this Schedule 4;
<b>"LGPS"</b>	the Local Government Pension Scheme as governed by the Local Government Pension Scheme Regulations 2013 and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014 (SI 2014/525), and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;
<b>"NHSPS"</b>	the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and the Public

Service Pensions Act 2013 governed by subsequent regulations under those Acts; and

**"Statutory Schemes"** means (as the case may be) CSPS, the LGPS, or the NHSPS.

#### **4 PARTICIPATION**

4.1 As set out in Part A above, it is not anticipated that there will be a Relevant Transfer in relation to any employees of OS and/or any Former Supplier. However in the event that there is a Relevant Transfer of any such employee to the Supplier who is a Fair Deal Employee, then the Parties agree that the principles of New Fair Deal shall be applied. This shall include, but is not limited to, the following:

- (a) In respect of any Fair Deal Employees, the Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter/Determination, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees;
- (b) The Supplier undertakes to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter/Determination or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required.

#### **5 PROVISION OF INFORMATION**

5.1 The Supplier undertakes to OS to provide all information which OS may reasonably request concerning matters referred to in this Part B as expeditiously as **possible**.

#### **6 THIRD PARTY RIGHTS**

- (a) The Parties agree Clause 30 (Contracts (Rights of Third Parties) Act 1999) does not apply and that the Contracts (Rights of Third Parties) Act 1999 ("**CTTPA**") applies to this Part B to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation in respect of to him or her by the Supplier under this Part B, in his or her or its own right under section 1(1) of the CRTPA.
- (b) Further, the Supplier must ensure that the CRTPA will apply to any Sub-contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Sub-contractor in his or her own right under section 1(1) of the CRTPA.

#### **7 TRANSFER TO ANOTHER EMPLOYER/SUB-CONTRACTORS**

Save on expiry or termination of this Agreement, if the employment of any Fair Deal Eligible Employee transfers to another employer by way any form of compulsory transfer, the Supplier shall or shall procure that any relevant Sub-contractor shall:

- (a) notify OS as far as reasonably practicable in advance of the transfer to allow OS to make the necessary arrangements for participation with the relevant Statutory Scheme(s);
- (b) consult with about, and inform those Fair Deal Eligible Employees of, the pension provisions relating to that transfer; and
- (c) procure that the employer to which the Fair Deal Eligible Employees are transferred (the "New Employer") complies with the provisions of this Part B provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Eligible Employees so transferred to the New Employer.

**8 BREACH**

The Supplier agrees to notify OS should it breach any obligations it has under this Part B.

## **PART C: EMPLOYMENT EXIT PROVISIONS**

### **1 PRE-SERVICE TRANSFER OBLIGATIONS**

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

- (a) receipt of a notification from OS of a Service Transfer or intended Service Transfer;
- (b) receipt of the giving of notice of early termination or any partial termination of this Schedule 7 or this Agreement;
- (c) the date which is 12 months before the end of the Term; and
- (d) the date of receipt of OS's written request at any time,

it shall provide in a suitably anonymised format so as to comply with the DPA, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by OS.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to OS or at the direction of OS to any Replacement Supplier and/or any Replacement Sub-contractor:

- (a) the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
- (b) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 OS 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 Sub-contractor.

1.4 The Supplier warrants, for the benefit of OS, any Replacement Supplier, and any Replacement Sub-contractor 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 that is 12 months prior to the date of any termination or relevant partial termination, the Supplier agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of OS (not to be unreasonably withheld or delayed):

- (a) replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel 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 he/she replaces;
- (b) make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Personnel (including pensions and any payments connected with the termination of employment);
- (c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- (d) 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 Supplier's Provisional Supplier Personnel List;

- (e) increase the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services) save where such changes are reasonably required in the ordinary course of business to fulfil assignments and projects previously scheduled and agreed by OS;
- (f) reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- (g) terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-contractor shall promptly notify, OS or, at the direction of OS, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or relevant Sub-contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

1.6 From the date of the earliest event referred to in Para 1.1, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to OS any information OS may reasonably require (in an anonymized form) relating to the manner in which the Services are organised, save that OS may only make one such request in any 6 month period, which shall include:

- (a) the numbers of employees engaged in providing the Services;
- (b) the percentage of time spent by each employee engaged in providing the Services;
- (c) the extent to which each employee qualifies for membership of any Statutory Schemes; and
- (d) a description of the nature of the work undertaken by each employee by location.

1.7 The Supplier shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to OS, any Replacement Supplier and/or any Replacement Sub-contractor 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 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to OS or, at the direction of OS, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- (a) the most recent month's copy pay slip data;
- (b) details of cumulative pay for tax and pension purposes;
- (c) details of cumulative tax paid;
- (d) tax code;
- (e) details of any voluntary deductions from pay; and
- (f) bank/building society account details for payroll purposes.

## **2 EMPLOYMENT REGULATIONS EXIT PROVISIONS**

2.1 OS 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 Sub-contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. OS 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 Sub-contractor (as the case may be) and each such Transferring Supplier Employee.

2.2 The Supplier shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) 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 all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-contractor.

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

- (a) any act or omission of the Supplier or any Sub-contractor 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;
- (b) the breach or non-observance by the Supplier or any Sub-contractor occurring on or before the Service Transfer Date of:
  - (i) any collective agreement applicable to the Transferring Supplier Employees; and/or
  - (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
- (c) 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 Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- (d) a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date); and
- (e) 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 Sub-contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by OS and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

- (a) arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement

Supplier and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date;  
or

- (b) arising from the Replacement Supplier's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.

2.5 If any person who is not identified in the Supplier's Final Supplier Personnel list claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel list, that his/her contract of employment has been transferred from the Supplier or any Sub-contractor to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations, then:

- (a) OS shall procure that the Replacement Supplier shall, or any Replacement Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
- (b) the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Supplier and/or any Replacement Sub-contractor 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.

2.6 If such offer referred to in Paragraph 2.5(b) is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-contractor, OS shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

2.7 If after the 15 Working Day period specified in Paragraph 2.5(b) has elapsed:

- (a) no such offer of employment has been made;
- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved

OS shall (if it is a Replacement Supplier), or (if it is not a Replacement Supplier) shall advise the Replacement Supplier and/or Replacement Sub-contractor, as appropriate that it may, within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.8 Subject to the Replacement Supplier and/or Replacement Sub-contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and the Replacement Sub-contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in paragraph 2.8:

- (a) shall not apply to:
  - (i) any claim for:
    - (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
    - (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor; or

(ii) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and

(b) shall apply only where the notification referred to in Paragraph 2.5(a) is made by the Replacement Supplier and/or Replacement Sub-contractor to the Supplier within 6 months of the Service Transfer Date.

2.10 If any such person as is described in paragraph 2.5 is neither re-employed by the Supplier or any Sub-contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.

2.11 OS shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.12 Subject to paragraph 2.13, OS shall indemnify and procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:

(a) any act or omission of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;

(b) the breach or non-observance by the Replacement Supplier and/or Replacement Sub-contractor on or after the Service Transfer Date of:

(i) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or

(ii) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Sub-contractor is contractually bound to honour;

(c) any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;

(d) any proposal by the Replacement Supplier and/or Replacement Sub-contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Sub-contractor (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 Supplier's Final Supplier Personnel 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) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;

(e) any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-contractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;

- (f) a failure of the Replacement Supplier or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- (g) any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel 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 Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.

2.13 The indemnities in paragraph 2.12 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 Sub-contractor (as applicable) whether occurring or having its origin before, on or within 6 months after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.

2.14 The parties agree that any Replacement Supplier or Replacement Sub-contractor shall be entitled to enforce the obligations owed to and the indemnities given to such Replacement Supplier or Replacement Sub-contractor under this Annex pursuant to the Contracts (Rights of Third Parties) Act 1999.

# Schedule 8 Supplier Code of Conduct



## **OS Supplier Code of Conduct**

### Foreword

Ordnance Survey (OS) is Britain's mapping agency, providing mapping data and services to government, business and the public.

OS relies on its suppliers and partners to help deliver many of its goods and services, and while there's a contractual relationship between both parties, we also expect a bond of trust.

Being a government-owned company, our government shareholders and taxpayers expect our suppliers to look after their and OS's interests and deliver on the promises they make. They also expect suppliers to behave ethically and treat their service users, employees and sub-contractors fairly and with respect.

It is important to publicly state these expectations in a Code of Conduct. Suppliers are an extension of our business who interact with our customers and staff on our behalf every day. This Code of Conduct is in place to help you, our suppliers, understand the standards and behaviours expected when you work with OS.

These standards apply to all OS employees, directors and managers, and OS expects the same commitment from our suppliers, their employees, partners and sub-contractors.

A handwritten signature in black ink, appearing to read 'Nick Bolton', with a long horizontal flourish extending to the right.

Nick Bolton  
Chief Executive Officer  
Ordnance Survey Limited

## Introduction

The purpose of this Supplier Code of Conduct is to share our expectations and fundamental principles, which should extend into your own supply chain. We value our business relationship with you, as you play an essential part in helping create a more socially and environmentally responsible supply chain.

We want you to carry out your business in line with the values and aspirations outlined in this Code of Conduct.

We expect all our suppliers and partners to act with the highest professional standards, integrity, and good faith and in doing so comply with all relevant laws, regulations and licences when working with OS. Suppliers will need to behave in an ethical manner, treating everybody with respect, fairness and dignity. These are in line with our core values and we expect our suppliers to meet these.

Equally, our suppliers will give due consideration to the impact on their local communities and the environment in conducting their business. OS is a strong advocate of Corporate Social Responsibility and will ensure our suppliers keep to the law, regulations and our policies.

When selecting suppliers, OS undertakes stringent background checks to ensure that it contracts with reputable bodies. These background checks are carried out in line with procurement regulations that guarantee fair access to opportunities for all suppliers, and equal treatment during selection processes.

As procurements move through delivery phases, we expect supplier performance to be in accordance with the spirit of the contract as well as to the contract detail itself. We expect our suppliers, in delivering goods and services, to act in a way that's compatible with public service values, upholds the reputation of OS and wider government, promotes innovation and expertise, and contributes to growth and prosperity in the UK.

We also expect our employees to treat suppliers with fairness and respect. Our assumption should be that everybody comes to work every day determined to do a good job. In return we expect suppliers to treat our employees in the same way and seek to build trusting and effective collaborative relationships that are focused on delivering for OS and the wider public.

As a statement of good practice, this Code of Conduct should be read by OS's current and aspiring suppliers, and by their sub-contractors in their supply chains. We expect our suppliers to communicate this Code of Conduct to employees, their parent company, subsidiaries and sub-contractors, as it will form part of any contract agreement.

Any questions about this code should be referred to Rod Day, Head of Procurement, OS. [rod.day@os.uk](mailto:rod.day@os.uk)

## **Employees and service users**

### Respectful treatment

Our staff and customers have the right to respectful treatment. We will not tolerate discrimination, harassment or victimisation in the workplace or in connection with any of the services delivered on our behalf.

We expect our suppliers to provide the same commitment to their own employees and any of their sub-contractors. The Equality Act 2010 protects against discrimination, harassment and victimisation.

### Professional behaviour

We expect suppliers to be prepared to invest in their relationships with OS and establish trust with our staff and other suppliers involved in delivering goods and services. We also expect our suppliers to speak out when OS staff or other suppliers are not upholding the values in this Code of Conduct. Suppliers will be able to speak out without fear of consequences when a project or service is unlikely to succeed because of our behaviours or a lack of good governance. Our suppliers must comply with all relevant legislation mentioned in this Code of Conduct as well as the Prompt Payment Code and General Data Protection Regulations as well as all health & safety and environmental legislation. It's also expected that suppliers will treat OS staff and customers in a professional manner and with respect and dignity at all times.

### Human rights and employment law

Suppliers must comply with all applicable human rights and employment laws in the jurisdictions in which they work and have robust means of ensuring that the sub-contractors in their supply chains also comply. This includes complying with the provisions of the Modern Slavery Act 2015.

## **Business practices**

### Health & safety

Suppliers must conform to all the relevant regulations and legislation in respect of health & safety in delivering services to or on behalf of OS. It's expected that all suppliers will manage health & safety robustly and demonstrate industry good practice and ensure that a secure, healthy and safe environment is in place for all our employees and members of the public alike. Any relevant risk assessments and appropriate mitigation reports should be shared with relevant members of OS staff before any work starts. If a supplier is to be the subject of any prosecution or impending investigation relating to a breach of health & safety regulations, they should inform OS at the earliest opportunity. Failure to keep OS updated on these issues may lead to the termination or cancellation of the contract.

### Management of risk

OS ensures that risk is placed with the party best able to manage it. This means prime contractors shouldn't flow risk inappropriately to sub-contractors. All parties should also be prepared to share intelligence of supply chain risks so that material, commercial and operational risks such as the impact of losing a key supplier, cyber risk etc. can be mitigated.

### Continuous improvement

We expect our suppliers to use recognised industry practices to deliver goods and services to, or on behalf of OS. We also expect suppliers to continuously improve these goods and services and bring world-class innovation, ideas and expertise to help

government address its strategic challenges and to support growth and prosperity in the UK.

#### End-to-end delivery

Some of the services that OS needs are complex, and in some cases no single supplier will have complete contractual responsibility for every element of what's needed to deliver to OS or OS's end users. We expect suppliers to be aware of how they contribute to that overall delivery, and to work with OS and other suppliers to ensure their products or services are used effectively to deliver a high-quality service. We expect suppliers to behave to required standards and be forthcoming with information needed where a contract is coming to an end and is in a transitional phase leading to contract exit.

#### Value

OS, its government shareholder, and the UK taxpayer expect value-for-money for every pound that it spends and be able to demonstrate the long-term value of the contracts it places. This means that contracts should be priced to offer sustainable value throughout their life, including when changes are needed. While OS accepts our suppliers make a profit margin in return for the risk they are accepting, we expect suppliers not to exploit an incumbent or monopoly position, an urgent situation or demand need or, to exploit or impose opportunistic pricing. We expect suppliers to work in good faith to resolve any disputes promptly and fairly during the life of the contract through good relationship management and where appropriate, contractual dispute resolution mechanisms.

#### Reputation

We want to work with suppliers who are proud of their reputation for fair dealing and quality delivery. Also, we want working with OS to be seen as reputation-enhancing for the supplier. Reputations can be lost quickly either by exaggerating the extent of benefits or not acting in the best interests of OS. We expect suppliers to be protective of OS's reputation and ensure neither they nor their sub-contractors or partners bring OS into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that government, business and the public have in OS.

#### Cyber security

It is essential that suppliers safeguard the integrity and security of their systems and comply with relevant government standards and guidance. Suppliers must inform OS immediately if they become aware of any cyber security incident that affects, or has the potential to affect, OS data.

#### Environmental management & sustainability

OS recognises the value of sustainability and we're committed to business practices that preserve natural resources. We therefore expect our suppliers to comply with the Environmental Management and Protection Act 2010, and support OS in complying with its legal and contractual obligations to procure sustainably and ethically. We expect our suppliers to help OS reduce supply chain impacts on our environment and the risks associated with delivering sustainable and ethical goods and services.

#### Carbon Net Zero

We are committed to achieving Net Zero in line with the UK Government's 2050 net zero target and are striving to accelerate this timeframe within our own operations and supply chain. We have set ambitious targets to reduce our overall greenhouse gas emissions and reduce our Scope 1 and Scope 2 emissions by at least 85% by 2025 from a 2019-20 baseline. We therefore require our suppliers and their supply chains, to demonstrate their commitment to achieving net zero and to work positively with OS, or its designated sub-contractors in making significant progress towards net zero throughout the course of the

contract period relevant to the services being delivered. Suppliers and their respective supply chains will be required to report on an annual basis, their own activities and progress towards carbon net zero targets as part of any contractual engagement.

#### Confidentiality

Suppliers are expected to comply with the provisions in their contracts and any legal requirements to protect sensitive information. OS suppliers may also be party to confidential information not covered by contractual provisions. We expect this information to be handled with the same care and diligence within its own organisation.

#### Conflicts of interest

We expect our staff not to deal directly with suppliers if they hold a vested interest in them, and we'd expect our suppliers to mitigate appropriately against any real or perceived conflict of interest through their work with OS. A supplier with a position of influence gained through a contract should not use that position to unfairly disadvantage any other supplier or reduce the potential of fair or future competition.

### **Standards of behaviour**

#### Ethical behaviour

OS expects the highest standards of business ethics from suppliers and their partners and sub-contractors. OS expects its suppliers to have good governance and audit processes in place to ensure that standards are upheld and maintained, and that business ethics are adhered to at all times. It's expected that all relevant legislation, such as the Modern Slavery Act 2015, is adhered to whether in their own business or that of their supply chain partners.

#### Counter fraud and corruption

OS suppliers should comply with anti-corruption laws including the Bribery Act 2010, and anti-money laundering regulations. We expect suppliers to have robust processes to ensure the sub-contractors in their supply chain also comply with these laws. OS has zero tolerance of any form of corrupt practices including extortion and fraud, and we expect suppliers to be vigilant and proactively look for fraud, and the risk of fraud, in their business. Suppliers should immediately notify OS where fraudulent practice is suspected or uncovered and disclose any interests that might impact their decision-making or advice they give to OS.

#### Transparency

We expect suppliers to be open and honest in their dealings with OS and where required supply relevant information contractually or requested directly during the contract lifecycle. This may be related to the supplier's financial wellbeing or information related to contract costs, revenue and margin.

#### Treatment of sub-contractors

OS expects suppliers to deal fairly with sub-contractors in their supply chain and observe the principles of the Prompt Payment Code. We expect suppliers to avoid flowing unreasonable levels of risk to sub-contractors who can't reasonably be expected to manage or carry these risks. OS expects suppliers not to create barriers to the use of small and medium enterprises who are qualified to provide goods and services and to encourage innovation in their supply chain to increase the value or quality of supply.

#### Corporate social responsibility

OS expects its suppliers to be good corporate citizens by upholding the values of this code and supporting key OS and government corporate social responsibility policy areas, such as

diversity and inclusion, sustainability, prompt payment, small and medium sized enterprises, support of apprenticeships and skills development.

## **Compliance**

The overall objective of this Supplier Code of Conduct is to drive improved performance throughout OS supply chains, by building trusting and open relationships with our supply base. Suppliers who provide goods and services to or on behalf of OS, are expected to comply with all aspects of this code. If non-compliance is reported or alleged, the first step for OS will be to discuss it with the supplier. If that does not result in a return to compliance, we will reserve the right to review the contractual arrangement and, in severe breaches, may terminate the contract and the relationship with the supplier.

## Schedule 9 Supplier's Bid Response

# Schedule 10 Additional Services Agreement

<b>Scope of Work:</b>			
<insert description of the scope of work to be delivered>			
<b>Deliverables</b>			
<b>Deliverable Name</b>	<b>Deliverable Description</b>	<b>Acceptance Criteria</b>	<b>Due Date</b>
<b>Methodology</b>			
<insert methodology for the work to be delivered>			
<b>Supplier Responsibilities</b>			
<insert details of Supplier responsibilities for the scope of work to be delivered>			
<b>Ordnance Survey Responsibilities</b>			
<insert details of Ordnance Survey responsibilities for the scope of work to be delivered (if applicable)>			
<b>Assumptions and Dependencies</b>			
<insert details of Assumptions and Dependencies for the scope of work to be delivered>			
<b>Costs</b>			
<insert costs for the delivery of Out-of-Scope work. This could be time and materials, milestone based pricing or fixed pricing. This is to be agreed between the Supplier and the Authority>			

Signed for and on behalf of **Ordnance Survey Limited**      Signed for and on behalf of **1Spatial Group Limited**

<b>Signature</b> .....	<b>Signature</b> .....
<b>Name</b> .....	<b>Name</b> .....
<b>Title</b> .....	<b>Title</b> .....
<b>Date</b> .....	<b>Date</b> .....