

Order Form

CALL-OFF REFERENCE	WS2460699951 ICT14908 Infrastructure TMS SW Licenses RISE with SAP (S4 HANA Lot D)
THE BUYER:	Transport for London
BUYER ADDRESS	5 Endeavour Square, Stratford, London E20 1JN
THE SUPPLIER:	SAP (UK) Limited
SUPPLIER ADDRESS:	Clockhouse Place Bedfont Road Feltham Middlesex TW14 8HD
REGISTRATION NUMBER:	02152073
DUNS NUMBER:	[Insert if known]
SID4GOV ID:	[Insert if known]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 31st March 2025.

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms.
2. The following Schedules in equal order of precedence:
○ Schedule 1 (Definitions)
○ Schedule 2 (Transparency Reports)
○ Schedule 3 (Continuous Improvement)
○ Schedule 4 (Pricing Details)
○ Schedule 5 (Key Supplier Staff)
○ Schedule 6 (Cyber Security Management)
○ Schedule 7 (Exit Management)
○ Schedule 8 (Service Levels)
○ Schedule 9 (Contract Management)
○ Schedule 10 (Specification and Services)
○ Schedule 11 (Commercially Sensitive Information)
○ Schedule 13 (Staff Transfer)
○ Schedule 14 (Insurance Requirements)
○ Schedule 15 (Data Protection)

○ Schedule 17 (Corporate Social Responsibility)
○ Schedule 18 (Supplier Terms)
○ Schedule 19 (Core Terms)

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1 – Buyer Due Diligence / Service Descriptions	<p>(a) The Buyer has assessed the Services (and the available functionality) and confirms they are sufficient and appropriate for the purposes of meeting any applicable Buyer requirements and obligations. The Buyer confirms that it has no additional requirements (including, by way of example only, security, back-ups and provision of back-ups, service levels, environmental policies, recruitment requirements, data security, accessibility requirements, cyber essentials, ethical wall arrangements and Corporate Social Responsibility) in relation to the receipt or performance of the Services other than as set out in this Call-Off Contract.</p> <p>(b) Accordingly, the Buyer has assessed the Call-Off Deliverables and confirms that: (i) the Services are consistent with the Buyer's applicable disaster recovery and business continuity plans and all applicable requirements; (ii) it does not require the Supplier to develop or obtain the Buyer's approval for a Business Centre Disaster Recovery Plan, Security Management Plan or an Information Security Management Plan; (iii) the Supplier's security policies are equal to or better than the Buyer's security policies and meets the requirements imposed by the Call-Off Contract; and (iv) the Buyer does not require (and has not requested) for the Supplier to provide a Cyber Essentials certificate (or other equivalent).</p> <p>(c) The Buyer has assessed the Services and determined that its use or receipt of the Services will not conflict with any of the Buyer's obligations or any of its requirements. If the Buyer subsequently determines that it needs additional support from the Supplier other than as set out in the applicable Services descriptions, the Supplier may charge the Buyer for such additional support and its out-of-pocket expenses on a time and materials basis in accordance with the agreed rate card.</p> <p>(d) The Buyer has reviewed the SLAs provided by the Supplier for Services, as well as section 7.4 of the Supplier's Cloud General Terms and Conditions the Buyer and there is no need to benchmark the Services during the term of this Call-Off Contract.</p> <p>(e) The Buyer acknowledges that the Services represent generally available cloud services which the Supplier will continue to develop during the term of this Call-Off Contract and accordingly agrees that Section 3.4 (and Section 6.3 in this specific instance only) of the Supplier's Cloud General Terms and Conditions shall apply to this Call-Off Contract.</p> <p>(f) The Buyer acknowledges that the Supplier has global recruitment hiring procedures and other policies and</p>
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	<p>procedures in place to determine the suitability of its staff and the Buyer confirms that it is satisfied with the scope of the Supplier's recruitment procedures and it does not require the Supplier to conduct any additional vetting. The Supplier may amend such policies and procedures at its absolute discretion from time to time</p>
Special Term 2	Not Used.
Special Term 3 – Liability	<p>(a) Clause 8.3(b) of the Core Terms shall be amended as follows:</p> <p>“The Supplier indemnifies both CCS and the Buyer against...non-payment by the Supplier of any Tax or National Insurance properly due and payable by the Supplier, arising through the provision of the Services under this Call-Off Contract.”</p> <p>(b) Clause 11.3 of the Core Terms to be amended as follows:</p> <p>“11.3.1 No Party is liable to the other for:</p> <p>(a) any indirect, consequential, exemplary, special or punitive Losses;</p> <p>(b) Loss of profits, turnover, savings, business, business opportunities or damage to goodwill, loss resulting from work stoppage, loss of revenue, or anticipated savings, (in each case whether direct or indirect); or</p> <p>(c) Losses directly caused by the wilful misconduct, negligence, or breach of the other Party.</p> <p>11.3.2 The cap on liability at Clause 11.2 does not apply to the Buyer's obligations under Special Term 5 or to Supplier's obligations under Clause 9.5 (excluding where the IPR Claim(s) relate to Deliverables not developed by Supplier).</p> <p>11.3.4 No caps on liability will apply to the annual total liability of the Buyer for breaches of its obligations and/or negligence (whether by act or omission) in relation to the assets, property and rights (including intellectual property rights) of the Supplier (or any of its suppliers) in connection with or in relation to this Call-Off Contract.”</p> <p>(c) Under no circumstance will the Supplier be liable for any damages caused by any Deliverables provided for no fee.</p> <p>(d) Clause 11.5 of the Core Terms is deleted. [clause 11.5 says</p> <p><i>the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract]</i></p> <p>(e) No caps on liability will apply to: (i) the Buyer's liability for the Supplier's Charges (and associated Taxes) and expenses (incurred in accordance with the terms of this Call-Off Contract) under this Call-Off Contract or (ii) the Buyer's unauthorized use of any Cloud Service (except that the Supplier's remedy for use in excess of any limitations</p>

	<p>on volumes will entitle the Supplier to payment of charges that would otherwise be due for such usage, in accordance with terms set out in the Order Form).</p> <p>(f) Clause 14.8(e) of the Core Terms is amended as follows:</p> <p>“The Supplier indemnifies CCS and the Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation. For the avoidance of doubt, the indemnity under this Clause 14.8(e) shall not apply to the extent that the Buyer or any third party (other than a subcontractor to the Supplier) is found to be at fault by a relevant authority nor apply to any fines imposed against the Buyer arising as a result of the Buyer’s own conduct. The Buyer will promptly notify the Supplier of any event upon it reasonably becoming aware (or ought to be so aware) that it is likely to give rise to a claim under the indemnity in this Clause 14.8(e) and the Buyer will reasonably co-operate with the Supplier to minimise the extent of any Loss to be indemnified.</p>
Special Term 4 – Conduct of Indemnity Claims	<p>New clause 9.8 is added to the Core Terms as follows:</p> <p>9.8 If the Buyer is notified of any claim of infringement or alleged infringement of Third Party IPRs under Clause 9.5, in addition to the requirements of clause 26, the following shall apply:</p> <ul style="list-style-type: none"> i. prior to the indemnity under Clause 9.5 taking effect, the Supplier shall be entitled to require reasonable evidence in order for the Supplier to substantiate that the claim is valid and subject to the indemnity under Clause 9.5; ii. the Buyer will, on the Supplier's request, promptly cease use of the affected IPRs; iii. for the avoidance of doubt, the Supplier shall have no liability to the Buyer under Clause 9.5 for Losses finally awarded against the Buyer for an IPR Claim, to the extent that such final award is a result of the Buyer not using the Services in accordance with the terms of this Contract, and/or using the Services for purposes not reasonably anticipated under this Contract and/or has arisen through the Buyer’s use of third party solutions or services (ie in conjunction with the Services or otherwise). <p>New clause 9.9 is added to the Core Terms as follows</p> <p>9.9 The provisions of Clause 9.5 of the Core Terms state the sole, exclusive, and entire liability of the parties, their Affiliates, Business Partners and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third party intellectual property rights.</p>
Special Term 5 – Government Data and Buyer Assets	<p>(a) The Buyer will defend the Supplier against claims brought against the Supplier, SAP SE, its Affiliates and subcontractors by any third party related to Government Data and/or Buyer Assets (other than to the extent such claim arises in relation to the Supplier's breach of this Agreement) (“ST5 Claims”).</p> <p>(b) The Buyer will indemnify the Supplier against all damages finally awarded against the Supplier, SAP SE, its Affiliates and subcontractors (or the amount of any settlement the Buyer enters into) with respect to ST5 claims.</p>

	<p>(c) In this Special Term 5 (Government Data and Buyer Assets): "SAP SE" means SAP SE, the parent company of the Supplier; and "Affiliate" means any legal entity in which SAP SE, directly or indirectly, holds or controls more than fifty percent (50%) of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.</p> <p>(d) In the event any such claim against the Supplier, the Supplier will timely notify the Buyer in writing of such claim. The Supplier shall reasonably cooperate in the defence and may appear (at its own expense) through counsel reasonably acceptable to the Buyer subject to paragraph (e) below.</p> <p>(e) The Buyer will have the right to fully control the defence and any settlement of such a claim. Any settlement of a claim by the Buyer will however not include a financial or specific performance obligation on, or admission of liability by the Supplier</p>
Special Term 6 – Requests For Information	<p>Section 16 of the Core Terms is not applicable to this Agreement and are deleted.</p> <p>Instead the following shall replace sections 16.1 and 16.2:</p> <p>16.1 If Supplier receives a Request for Information, SAP will promptly notify Buyer (where the requestor has provided information to identify the Buyer) via e-mail and Buyer shall be responsible for responding to such request in accordance with applicable laws;</p> <p>16.2 At Buyer's request, Supplier shall provide all necessary assistance and co-operation as reasonably requested by the Buyer to enable the Buyer to:</p> <p>(a) publish the Transparency Information;</p> <p>(b) comply with any Freedom of Information Act (FOIA) request; and/or</p> <p>(c) comply with any Environmental Information Regulations (EIR) request.</p>
Special Term 7 – Secret Information	<p>The Buyer shall not disclose any Secret or Top Secret information (as defined in the Government Security Classification Policy) to the Supplier or process any such information through the Services.</p>
Special Term 8 – Data Protection and Compliance Obligations	<p>(a) Where, in accordance with the Call-Off Contract, the Buyer requires the Supplier to provide the Buyer with any Personal Data or other information, the Supplier shall do so within the applicable timescales required by law or such other timescale as expressly agreed between the Parties. The Buyer agrees that the Supplier may provide notifications of any matters in relation to Government Data or Buyer Assets (including data breaches and data subject access requests) using the Supplier's normal account notification process including without limitation, under Section</p>

	<p>4.5 of the Supplier's Data Processing Agreement for Cloud Services.</p> <p>(b) The Buyer shall, wherever possible, use the available functionality of the Services and information made generally available by the Supplier (such as via the SAP Trust Center: https://www.sap.com/about/trust-center.html) to 'self-serve' for the purpose of obtaining information regarding the Services, obtaining copies of Government Data and Buyer Assets (where applicable) and the Buyer's compliance with Data Protection Legislation (including obtaining copies of any Buyer Personal Data or otherwise fulfilling or responding to any data subject request, undertaking any Data Protection Impact Assessment or other assessment or obtaining information on termination). Where the Buyer requires additional support, the Supplier may charge the Buyer for such additional support and its out-of-pocket expenses on a time and materials basis in accordance with the agreed rate card.</p>
Special Term 9 – Supplier IPR and Open Source	<p>(a) The Buyer acknowledges that the Supplier's IPR is commercially sensitive and critical to the Supplier's business. The Buyer agrees not to disclose any Supplier Background IPR, New IPR or other Supplier commercially sensitive information to a competitor of the Supplier (or permit such competitors to use such IPR) without the Supplier's prior written consent, given in its absolute discretion.</p> <p>(b) The Buyer does not have any right to publish any software or other IPR or materials created under this Call-Off Contract as open source or grant any licence that is less restrictive than as provided in the Supplier Terms.</p> <p>(c) The Buyer acknowledges that the Services are generally available cloud services which the Supplier makes available to all customers for such cloud services and accordingly all new software or other materials or intellectual property rights which may be created by the Supplier including any created in connection with the Call-Off Contract is intended to be for general application for the Supplier's other customers and not specific to the Buyer and that this is reflected in the Call-Off Contract charges. Should the Buyer wish to own any such software or materials or intellectual rights, this shall be subject to the parties entering into a separate written agreement for the development of the same and the Buyer's ownership thereof.</p> <p>(d) In this Special Term 9 (Supplier IPR and Open Source): "Supplier Background IPR" means, IPR; (i) owned by the Supplier before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Supplier's Know-How, documentation and process; or (ii) created by the Supplier independently of this Call-Off Contract.</p> <p>(e) Supplier Ownership</p> <p>The Supplier, SAP SE, their Affiliates or licensors own all intellectual property rights in and related to the Cloud Service, Cloud Materials, Documentation, Consulting Services, design contributions, related knowledge or processes, and any derivative works of them. All rights not expressly granted to Buyer are reserved to the Supplier, SAP SE and its licensors.</p> <p>(f) Buyer Ownership</p>

	<p>Buyer retains all rights in and related to the Government Data. The Supplier may use Buyer -provided trademarks solely to provide and support the Cloud Service.</p> <p>(g) Non-Assertion of Rights</p> <p>Buyer covenants, on behalf of itself and its successors and assigns, not to assert against the Supplier, SAP SE, their Affiliates or licensors, any rights, or any claims of any rights, in any Cloud Service, Cloud Materials, Documentation, or Consulting Services.</p>
Special Term 10 – Acceptable Use Policy	<p>With respect to the Services, the Buyer will not (without the express consent of the Supplier):</p> <ul style="list-style-type: none"> (a) disassemble, decompile, reverse-engineer, copy, translate or make derivative works, except to the extent such rights cannot be validly waived by law; (b) transmit any content or data that is unlawful or infringes any IPR; (c) circumvent or endanger their operation or security; or (d) use them in combination with any third party product or Third Party IPR, except where the Supplier has approved in writing that such use is necessary in order for the Buyer to use the Services in accordance with this Agreement. If the Buyer uses any third party product or Third Party IPR in combination with the Services without such approval from the Supplier, then it acknowledges and agrees that it does so at its own risk and without recourse to the Supplier to the extent that such combined use by the Buyer gives rise to any claim of infringement or alleged infringement of Third Party IPR, <p>(together the “Acceptable Use Policy”).</p>
Special Term 11 – Review of Acceptable Use Policy.	<ul style="list-style-type: none"> (a) The Buyer has reviewed the Acceptable Use Policy referenced above at Special Term 10 and confirms that the Buyer's use of the Services will not breach the Acceptable Use Policy. (b) The Supplier may suspend or limit use of the Services: <ul style="list-style-type: none"> i. if the Buyer breaches the Acceptable Use Policy; or ii. if continued use may result in material harm to the Services or its users; or iii. to comply with laws and regulations applicable to SAP, its Affiliates or subcontractors where SAP could not, by acting reasonably, have achieved compliance with such laws and regulations by the relevant effective date. <p>The Supplier will promptly notify the Buyer of the suspension or limitation. The Supplier will limit a suspension or limitation in time and scope as reasonably possible under the circumstances. The Supplier will use reasonable</p>

	endeavours to consult with the Buyer prior to any suspension or limitation.
Special Term 12 – Third Party Web Services	The Buyer is responsible for complying with the applicable terms for any third party apps or services. The Services may include integrations with web services made available by third parties (other than SAP SE or its Affiliates) that are accessed through the Services and subject to terms and conditions with those third parties. These third party web services are not part of the Services and the Agreement does not apply to them.
Special Term 13 – Audit Rights	<p>(a) The Buyer shall, wherever possible, use the functionality of the Services and other information made generally available by the Supplier in order to carry out any audits. For the purposes of this Call-Off Contract, the audit obligations under this agreement will be those in Sections 5 and 8 of the Supplier's Data Processing Agreement for Cloud Services. For the avoidance of doubt, this means the audit rights under the following clauses will not apply to this agreement:</p> <ul style="list-style-type: none"> i. The Audit rights listed under the Definition of Audit at Joint Schedule 1; ii. (Core Terms 6.2 and 6.3; iii. (Core Term 27.4; and iv. Section 7 of Part B of Call-Off Schedule 9. <p>(b) In addition, the Supplier will reasonably co-operate with the Buyer in relation to any reasonable request from Buyer for information or in connection with any investigation into Supplier's compliance with the terms of this Call Off Contract (including but not limited to Clauses 27 – 33 of the Core Terms) and/or any applicable laws. The Supplier agrees to respond to any such request within a commercially reasonable time period.</p>
Special Term 14	Not used
Special Term 15	Not used
Special Term 16 – Call-Off Contract Suspension	<p>Clause 10.7.3 of the Core Terms will be amended as follows:</p> <p><i>"Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for up to 3 months), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party."</i></p> <p>The Buyer shall continue to pay for the Services during the period of any suspension under this Call Off Contract.</p>
Special Term 17	Not used.

Special Term 18	Not used.
Special Term 19 – Insurance Requirements	<p>(a) Clause 4.1 of Schedule 4 shall be amended as follows:</p> <p><i>“The Supplier shall upon reasonable request provide evidence in a form reasonably satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule”.</i></p> <p>(b) The insurance cover which the Supplier will provide under the Annex to Schedule 14 shall be extended to the following:</p> <p>“1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000);</p> <p>1.2 public and products liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000); and</p> <p>1.3 employers’ liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).“</p>

CALL-OFF START DATE:	23 rd June 2025.								
CALL-OFF EXPIRY DATE:	22 nd June 2032.								
CALL-OFF INITIAL PERIOD:	<p>7 Years</p> <p>Supplier and Buyer may agree to renew the Subscription Term at least 60 days prior to the end of the current Subscription Term.</p>								
CALL-OFF DELIVERABLES	See details in Schedule 4 (Pricing Details).								
MAXIMUM LIABILITY	<p>The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms, as amended as follows:</p> <p>"Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid during the relevant Contract Year unless specified in the Call-Off Order Form."</p> <p>For the avoidance of doubt, the Supplier's responsibilities under Clause 10.6.2 of the Core Terms falls within the cap on liability set out at Clause 11.2.</p> <p>The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £1,221,792.39.</p>								
CALL-OFF CHARGES	<table> <tr> <td><u>Schedule 4(a) Private Tailored Option:</u></td><td><u>Schedule 4(b) Public Cloud:</u></td></tr> <tr> <td>██████████</td><td>██████████</td></tr> <tr> <td>██████████</td><td>██████████</td></tr> <tr> <td>██████████</td><td>██████████</td></tr> </table>	<u>Schedule 4(a) Private Tailored Option:</u>	<u>Schedule 4(b) Public Cloud:</u>	██████████	██████████	██████████	██████████	██████████	██████████
<u>Schedule 4(a) Private Tailored Option:</u>	<u>Schedule 4(b) Public Cloud:</u>								
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REIMBURSABLE EXPENSES	As set out at Special term 1, if the Buyer determines that it needs additional support other than that specified in the Call-Off Deliverables, the Supplier may charge the Buyer for such additional support and its out of pocket expenses on a time and materials basis in accordance with the agreed rate card.
PAYMENT METHOD	<p>The Supplier will not accept payment by the Government Procurement Card (GPC).</p> <p>Buyer shall pay the Supplier all fees due within 30 days of date of invoice.</p> <p>The payment profile for this Contract is yearly in advance by way of BACS payment to the Supplier's nominated bank account as detailed on the respective invoices.</p>
BUYER'S INVOICE ADDRESS:	<p>Transport for London</p> <div></div>

	5 Endeavour Square, Stratford, London, E20 1JN
BUYER'S AUTHORISED REPRESENTATIVE	<div></div> Head of Procurement IT <div></div> 5 Endeavour Square, Stratford, London, E20 1JN
BUYER'S ENVIRONMENTAL POLICY	Not applicable.
BUYER'S SECURITY POLICY	Not applicable.
SUPPLIER'S AUTHORISED REPRESENTATIVE	<div></div> Account Executive <div></div> SAP (UK) Limited, Clockhouse Place, Bedfont Road, Feltham, TW14 8HD
SUPPLIER'S CONTRACT MANAGER	<div></div> Chief Financial Officer <div></div> SAP (UK) Limited, Clockhouse Place, Bedfont Road, Feltham, TW14 8HD
PROGRESS REPORT FREQUENCY	To be reasonably agreed between Buyer and Supplier.

PROGRESS MEETING FREQUENCY	To be reasonably agreed between Buyer and Supplier.
KEY STAFF	Please refer to Schedule 5 (Key Supplier Staff).
KEY SUBCONTRACTOR(S)	<p>None of the Supplier's Subcontractors shall be treated as Key Subcontractors. In the interests of providing clarity and visibility for all parties, the following is a list of certain Supplier Subcontractors or partners (such list may be available directly from the Supplier on request of the Buyer). None of the parties listed are a Key Subcontractor for the purposes of this contract or otherwise.</p> <p>https://support.sap.com/en/my-support/subprocessors.html</p> <p>For clarity and without limitation, the Buyer consents to the Supplier's use of any Subcontractors identified in this list as at the Start date and the use of the Services of Supplier Affiliates. The Buyer must subscribe to receive updates to this list via the SAP Support portal.</p> <p>Sections 7.2 to 7.4 of the Supplier's Data Processing Agreement for Cloud Services will apply in relation to any new Subcontractors (and 'Subprocessors' in such Supplier terms shall be interpreted as referring to Subcontractors as defined in the Call-Off Contract).</p>
COMMERCIAL SENSITIVE INFORMATION	Please refer to the list of Commercially Sensitive Information at Schedule 11.
SERVICE CREDITS	Please refer to the section Schedule 8 (Service Levels).
ADDITIONAL INSURANCES	Not applicable.
GUARANTEE	Not Applicable.

SIGNED for and on behalf of Buyer

Signature

Name (printed)

Title

SIGNED for and on behalf of Supplier

Signature

Name (printed)

Title

SIGNED for and on behalf of Supplier

Signature

Name (printed)

Title

Schedule 1: Definitions

- 1.1. In this Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2. If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3. In this Contract, unless the context otherwise requires:
 - 1.3.1. the singular includes the plural and vice versa;
 - 1.3.2. reference to a gender includes the other gender and the neuter;
 - 1.3.3. references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4. a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5. the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
 - 1.3.6. references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7. references to "representations" shall be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Contract;
 - 1.3.8. references to "Clauses" and "Schedules" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9. references to "Paragraphs" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10. references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified; and
 - 1.3.11. the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract.
- 1.4. In the Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Affiliates"	in relation to (a) the Supplier means any legal entity in which SAP SE, directly or indirectly, holds more than 50% of the entity's shares or voting rights and (b) Buyer means any entity defined as such by the Greater London Authority Act 1999 as amended from time to time and which includes Transport for London, London Legacy Development Corporation, Old Oak and Park Royal Development Corporation, the Mayor's Office for Policing and Crime and the London Fire Commissioner "GLA Functional Body" and any entity which is controlled by the Buyer or is under common control with the Buyer or which controls the Buyer, where control means having the ability to control budgets of the Affiliate or the Buyer, having statutory responsibility for the Affiliate or the Buyer or to control the management, procurement process and policies of such entity and which in any event shall include the Greater London Authority and any GLA Functional Body.
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Audit"	<p>the Buyer's right to:</p> <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under this Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Sub-Contractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Sub-Contractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and Schedule 17 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Sub-Contractors or their ability to provide the Deliverables; g) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; i) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts; j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources; or k) verify the accuracy and completeness of any Management Information delivered or required by this Contract;
"Auditor"	<ul style="list-style-type: none"> a) the Buyer's internal and external auditors; b) the Buyer's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Buyer to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Authority"	the Buyer;

"Authorized User"	means any individual to whom the Buyer grants access authorization to use the Cloud Service that is an employee, agent, contractor or representative of: a) the Buyer; b) the Buyer's Affiliates; and/or c) the Buyer's and the Buyer's Affiliates' Business Partners.
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Broadly Comparable"	a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and a) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department, and "Broad Comparability" shall be construed accordingly;
"Business Partner"	means a legal entity that requires use of a Cloud Service in connection with the Buyer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of the Buyer and its Affiliates.
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to this Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Sub-Contractors for the provision of the Deliverables (or any of them);
"Expiry Date"	the date of the end of a Contract as stated in the Order Form;
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under this Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under this Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Cloud Materials"	mean any materials provided or developed by the Supplier (independently or with the Buyer's cooperation) in the course of performance under the Contract, including in the delivery of any support or Consulting Services to the Buyer. Cloud Materials do not include the Government Data, Buyer Confidential Information or the Cloud Service;
"Cloud Service"	means any distinct, subscription-based, hosted, supported and operated on-demand

	solution provided by the Supplier under an Order Form;
"Commercially Sensitive Information"	the Confidential Information listed in the Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under a Contract, in the reasonable opinion of the Buyer;
"Consulting Services"	means professional services, such as implementation, configuration, custom development and training, performed by the Supplier's employees or Subcontractors as described in any Order Form and which are governed by the Supplement for Consulting Services or similar agreement;
"Contract" or "Call-Off Contract"	means the Order Form incorporating Schedules 1 – 19 and all documents and materials incorporated into or linked to from those Schedules;
"Contract Period"	the term of this Contract from the earlier of the: <ul style="list-style-type: none"> a) applicable Start Date; or b) the Effective Date until the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; for the purposes of Schedule 15 (Data Protection), where Buyer acts as processor for another controller, it shall in relation to the Supplier be deemed as additional and independent Controller with the respective controller rights and obligations under Schedule 15 (Data Protection);
"Core Terms"	standard terms and conditions for common goods and services which govern how Supplier must interact with the Buyer;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: <ul style="list-style-type: none"> a) the cost to the Supplier (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation;

	<p>viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>e) but excluding:</p> <p>f) Overhead;</p> <p>g) financing or similar costs;</p> <p>h) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>i) taxation;</p> <p>j) fines and penalties;</p> <p>k) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Law"	means the applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the processing of Personal Data under the Contract;
"Data Protection Liability Cap"	the amount specified in the Order Form
"Data Subject"	means an identified or identifiable natural person as defined by Data Protection Law
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under this Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Sub-Contractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Buyer;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;

"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	means the Supplier's then-current technical and functional documentation as well as any roles and responsibilities descriptions, if applicable, for the Cloud Service which is made available to the Buyer with the Cloud Service;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Buyer prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice"	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
"Employee Liability"	<p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none"> a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; a) unfair, wrongful or constructive dismissal compensation; b) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; c) compensation for less favourable treatment of part-time workers or fixed term employees; d) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions; e) claims whether in tort, contract or statute or otherwise; <p>any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</p>
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	<p>the earlier of:</p> <ul style="list-style-type: none"> a) the Expiry Date (as extended by any Extension Period exercised by the Buyer under Clause 10.1.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
"Estimated Yearly"	means for the purposes of calculating each Party's annual liability under clause 11.2 :

"Charges"	<ul style="list-style-type: none"> a) in the first Contract Year, the Estimated Year 1 Charges; or b) in the any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or c) after the end of this Contract, the Charges paid or payable in the last Contract Year during this Contract Period;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"EU Standard Contractual Clauses"	means the unchanged standard contractual clauses, published by the European Commission, reference 2021/914 or any subsequent final version thereof which shall automatically apply. To avoid doubt Modules 2 and 3 shall apply as set out in Section 8 of Schedule 15 Data Processing
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Information"	has the meaning given to it in Paragraph 3.1 of Schedule 7 (Exit Management);
"Expiry Date"	the Contract Expiry Date (as the context dictates);
"Export Laws"	means all applicable import, export control and sanctions laws, including without limitation, the laws of the United States, the EU, and Germany;
"Extension Period"	such period or periods beyond which the Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Fair Deal Employees"	<p>those:</p> <ul style="list-style-type: none"> a) Transferring Buyer Employees; and/or b) Transferring Former Supplier Employees; and/or c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Sub-contractor, and whose employment is not terminated in accordance with the provisions of Parts A or B of Part C of Schedule 13 (Staff Transfer); d) where the Former Supplier becomes the Supplier those employees; <p>who at the Commencement Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer;</p>
"Fair Deal Schemes"	means the relevant Statutory Scheme or a Broadly Comparable pension scheme;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; a) acts of a Crown Body, local government or regulatory bodies; b) fire, flood or any disaster; or c) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Sub-Contractor's supply chain;

	<p>any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p> <p>any failure of delay caused by a lack of funds;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Former Supplier"	a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	<p>(i) the legislation in Part 5 of the Finance Act 2013; and</p> <p>(ii) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	<p>the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's Confidential Information, and which:</p> <p>a) are supplied to the Supplier by or on behalf of the Buyer; or</p> <p>b) the Supplier is required to generate, process, store or transmit pursuant to a Contract;</p>
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Buyer completed in good faith, including:</p> <p>a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</p> <p>b) details of the cost of implementing the proposed Variation;</p> <p>c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;</p>
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information"	the UK's independent authority which deals with ensuring information relating to rights in

"Commissioner"	the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of the Contract specified in the Order Form;
"Insolvency Event"	<p>in respect of a person:</p> <ul style="list-style-type: none"> a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or e) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or h) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;
"Intellectual Property Rights" or "IPR"	<ul style="list-style-type: none"> a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) all other rights having equivalent or similar effect in any country or jurisdiction;
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or

	<p>b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract,</p> <p>and the Supplier shall list all such Key Subcontractors in section 19 of the the Key Subcontractor Section in Order Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and " Loss " shall be interpreted accordingly;
"Month"	a calendar month and " Monthly " shall be interpreted accordingly;
"My Trust Center"	means information available on the Supplier support portal (see: https://support.sap.com/en/my-support/trust-center.html) or the Supplier agreements website (see: https://www.sap.com/about/trust-center/agreements.html) or any subsequent website(s) made available by the Supplier to the Buyer;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Contract or the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"New Fair Deal"	<p>the revised Fair Deal position set out in the HM Treasury guidance: "<i>Fair Deal for Staff Pensions: Staff Transfer from Central Government</i>" issued in October 2013 including:</p> <p>a) any amendments to that document immediately prior to the Relevant Transfer Date; and</p> <p>b) any similar pension protection in accordance as notified to the Supplier by the Buyer;</p>
"New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non-Compliance"	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>(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 in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>(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 in any jurisdiction; and/or</p>

	b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which 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 Start Date or to a civil penalty for fraud or evasion;
"Operational Board"	the board established in accordance with paragraph 4.1 of Schedule 9 (Contract Management);
"Order Form"	a completed order form signed by authorised representatives of both Parties incorporating Schedules 1 – 19;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Personal Data"	means any information relating to a Data Subject which is protected under Data Protection Law. For the purposes Schedule 15 (Data Processing), it includes only personal data which is: a) entered by the Buyer or its Authorized Users into or derived from their use of the Cloud Service; or b) supplied to or accessed by the Supplier or its Subprocessors in order to provide support under the Contract. Personal Data is a sub-set of Government Data (as defined under the Order Form);
"Personal Data Breach"	means a confirmed: a) accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or unauthorized third-party access to Personal Data; or b) similar incident involving Personal Data, in each case for which a Controller is required under Data Protection Law to provide notice to competent data protection authorities or Data Subjects;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Sub-Contractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processor"	means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller, be it directly as processor of a controller or indirectly as subprocessor of a processor which processes personal data on behalf of the controller;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery

	dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <p>induce that person to perform improperly a relevant function or activity; or</p> <p>reward that person for improper performance of a relevant function or activity;</p> <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <p>under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>under legislation or common law concerning fraudulent acts; or</p> <p>defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Project Manager"	the manager appointed in accordance with paragraph 2.1 of Schedule 9 (Contract Management);
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan Process"	the process set out in Clause 10.3 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <p>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</p> <p>b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions of Schedule 13 (Staff Transfer), shall include the Commencement Date, where appropriate;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;

"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following this Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"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);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Schedule 14 (Insurance Requirements) or any additional insurances specified in the Order Form;
"SAP SE"	Means SAP SE, the parent company of the Supplier;
"SAP Policies"	means the operational guidelines and policies applied by the Supplier to provide and support the Cloud Service as incorporated in an Order Form;
"Schedule"	Means, where used in Schedule 15 (Data Protection) only, the numbered Annex with respect to the EU Standard Contractual Clause;
"Schedules"	(where used in this Contract other than in Schedule 15 (Data Protection), any attachment to this Contract which contains important information specific to each aspect of buying and selling;
" SCC Relevant Transfer"	means a transfer (or an onward transfer) to a Third Country of Personal Data that is either subject to GDPR or to applicable Data Protection Law and where any required adequacy means under GDPR or applicable Data Protection Law can be met by entering into the EU Standard Contractual Clauses;
"Security Policy"	the security policies and standards, referred to in Schedule 16 (Security Policy), in force as at the Start Date as updated from time to time and notified to the Supplier;
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Credits"	any service credits specified in Schedule 8 (Service Levels) being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Levels"	any service levels applicable to the provision of the Deliverables under this Contract as specified in Schedule 8 (Service Levels) and the tables in the System Set-up Tables Exhibit in Schedule 4(a) (Pricing);
"Services"	services made available by the Supplier to the Buyer under this Contract as set out in Schedule 10 (Specification and Services);
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), 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;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Start Date"	the date specified in the Order Form;

"Staffing Information"	<p>in relation to all persons identified on the Supplier's Provisional Supplier Staff List or Supplier's Final Supplier Staff List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:</p> <ul style="list-style-type: none"> 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;
"Statutory Schemes"	means the CSPA, NHSPA or LGPS;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than this Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Sub-Contractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	SAP Affiliates, SAP SE, SAP SE Affiliates and third parties engaged by SAP, SAP SE or SAP SE's Affiliates in connection with the Cloud Service and which process Personal Data in accordance with Schedule 15 (Data Protection);
"Supplement"	means the supplemental terms and conditions that apply to the Cloud Service and that are set out in Schedule 10 (Specification and Services);
"Supplier"	the person, firm or company identified in the Order Form
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with this Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Contract;
"Supplier's Confidential Information"	<ul style="list-style-type: none"> a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;

	<p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>c) Information derived from any of (a) and (b) above;</p>
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of this Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract;
"Supplier Non-Performance"	<p>where the Supplier has failed to:</p> <p>a) Achieve a Milestone by its Milestone Date;</p> <p>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>c) comply with an obligation under a Contract;</p>
"Supplier's Final Supplier Staff List"	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Staff List"	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-Contractor engaged in the performance of the Supplier's obligations under a Contract;
"Tax"	all transactional taxes, levies and similar charges (and any related interest and penalties) such as federal, state or local sales tax, value added tax, goods and services tax, use tax, property tax, excise tax, service tax or similar taxes.
"Technical and Organizational Measures"	means the technical and organizational measures for the relevant Cloud Service published on My Trust Center (see: https://www.sap.com/about/trustcenter/agreements/cloud/cloud-services.html?search=Technical%20Organizational%20Measures)
"Term"	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the Contract;
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 3.1 of Schedule 7 (Exit Management);
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 3.2 of Schedule 7 (Exit Management);
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Third Country"	means any country, organization or territory not acknowledged by the European Union under Article 45 of GDPR as a safe country with an adequate level of data protection;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this

	<p>Contract agreed from time to time, except for –</p> <p>a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and</p> <p>b) Commercially Sensitive Information;</p>
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 2 (Transparency Reports);
"Usage Metric"	means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Service as set forth in an Order Form;
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

Schedule 2: Transparency Reports

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance			
Contract Charges			
Subcontractors	Identity of subcontractors	Website	Self-Service
Technical			
Performance management			
Cyber incident reporting	Incident Report	Email	Adhoc

The Parties will agree, acting reasonably, the rest of the requirements for the content, format and frequency of the Transparency Reports within the first 3 Months following the Start Date.

Schedule 3: Continuous Improvement

1. Supplier's Obligations

- 1.1. The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 1.2. The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 1.3. In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 1.3.1. identifying the emergence of relevant new and evolving technologies;
 - 1.3.2. changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 1.3.3. new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 1.3.4. measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 1.4. The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within six (6) Months following the Start Date.
- 1.5. The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 1.6. The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 1.7. If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer.
- 1.8. Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - 1.8.1. the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 1.8.2. the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.

- 1.9. The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 1.10. All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 1.11. Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented:
- 1.11.1. If the cost savings relate solely to the Deliverables, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables; or
- 1.11.2. If the cost savings relate to provision of subscription services equivalent to the Deliverables to a number of the Supplier's customers, then the Supplier shall pass on a pro-rated amount of the cost savings by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 1.12. At any time during the Contract Period of this Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Schedule 4: Pricing Details

1. GENERAL DEFINITIONS/MISCELLANEOUS

- 1.1. "Customer" or "Licensee" means the Buyer.
- 1.2. "SAP" means the Supplier.
- 1.3. Subscription Term
 - 1.3.1. The initial subscription term for the relevant Cloud Service will begin on the (first) Product Start Date and will be effective until the (last) Product End Date as set forth in this Schedule 4 ("Initial Subscription Term").
 - 1.3.2. Any reference to Order Form in the SLA as set out in Schedule 8 shall mean this Schedule 4.

Schedule 4(a) Private Tailored Option:

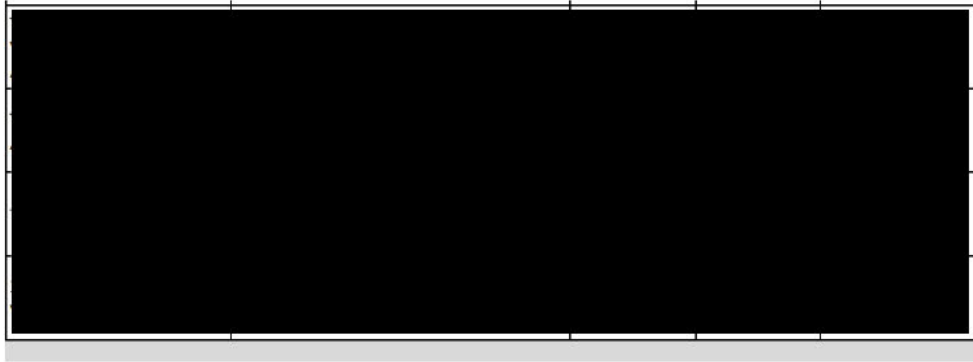
This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

1. SYSTEM SET-UP

SAP will provide virtual and/or physical servers and other computing equipment at data center facilities as described in Section 1.2 below. SAP reserves the right to change or substitute server models of equivalent or better performance ratings dependent upon changes in scope and availability of hardware.

- 1.1. **System Set-up Tables for Phased Deployment.** The system set-up tables are set forth in an exhibit to this Attachment. The start dates for the phases below are estimated dates. For the avoidance of doubt System Infrastructure is not relevant for Swap.

Phase No.	Description	Start date	End date
1			
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■			
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2. SCHEDULED DOWNTIME

SAP may perform maintenance activities during Scheduled Downtime of four (4) hours per month to maintain each system listed below during the selected Maintenance Windows:

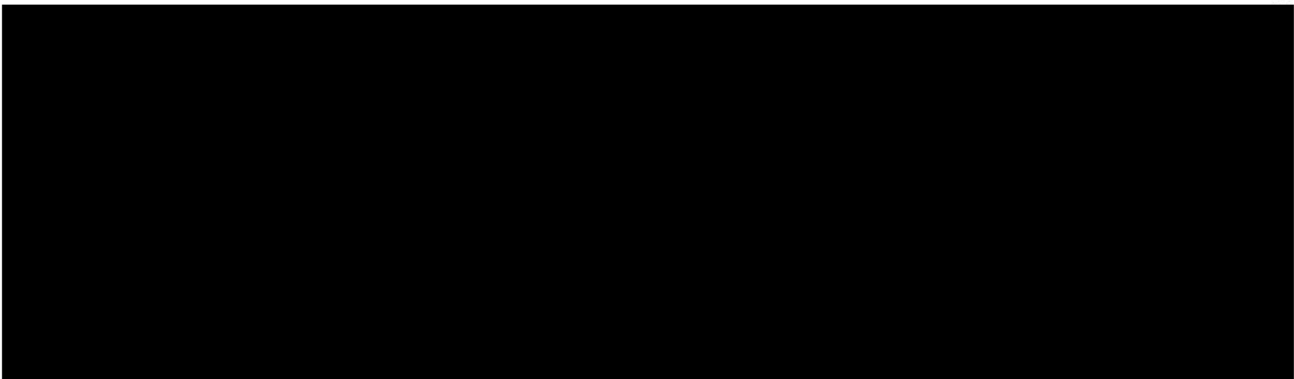
Landscape (SID)	Occurrence [first/second/third/fourth]	Day [Monday/Tuesday...]	Time	SID-Type [PRD / NON-PRD]
1	First	Tuesday each month	Ex: 06:00 – 10:00 a.m. UTC]	NON-PRD
2	Second	Tuesday each month	Ex: 00:00 – 04:00 a.m. UTC]	PRD

The parties may mutually agree to change the Scheduled Downtime hours through the SAP Service Request Platform.

3. ADDITIONAL TERMS FOR SUBSCRIPTION SOFTWARE

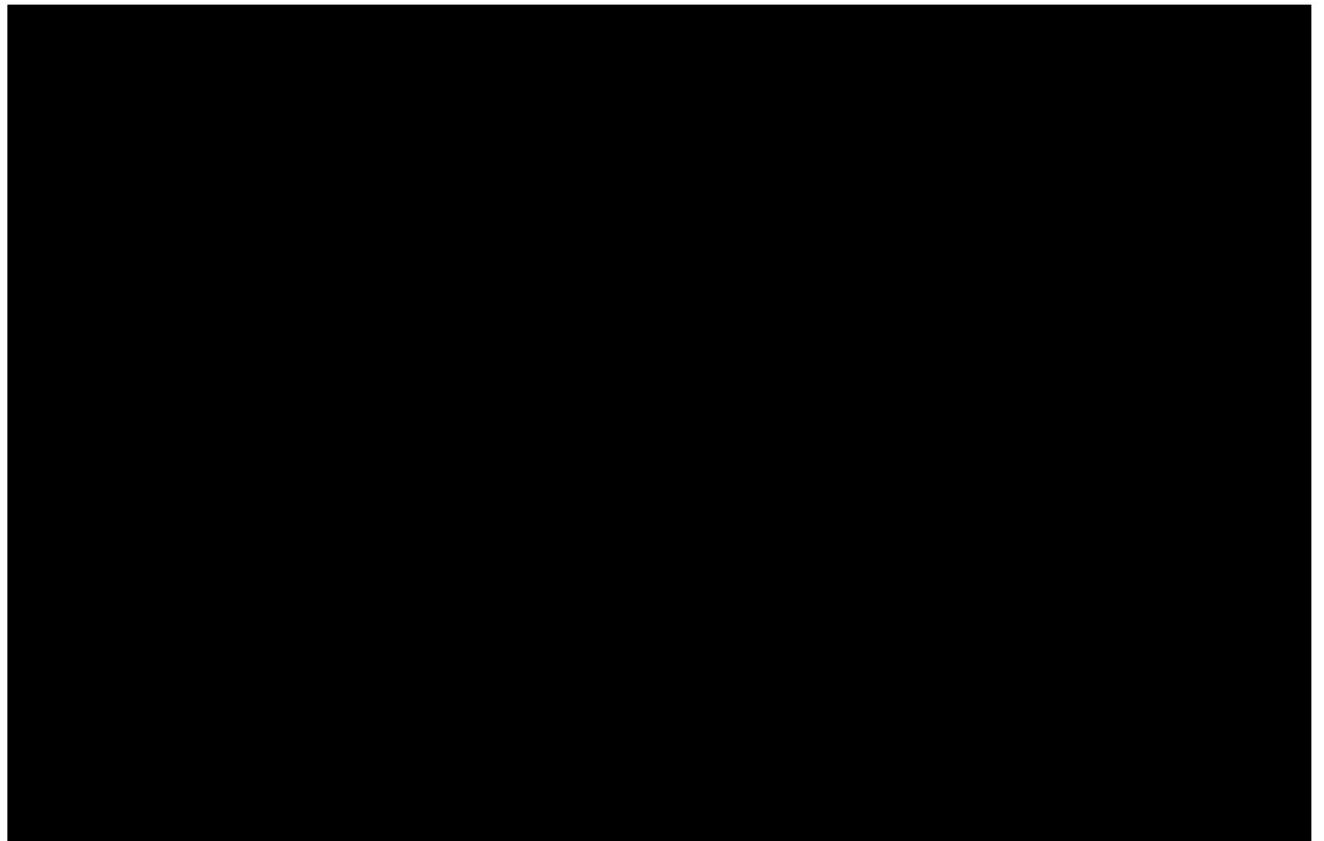
3.1. Subscription Software included in Cloud Services

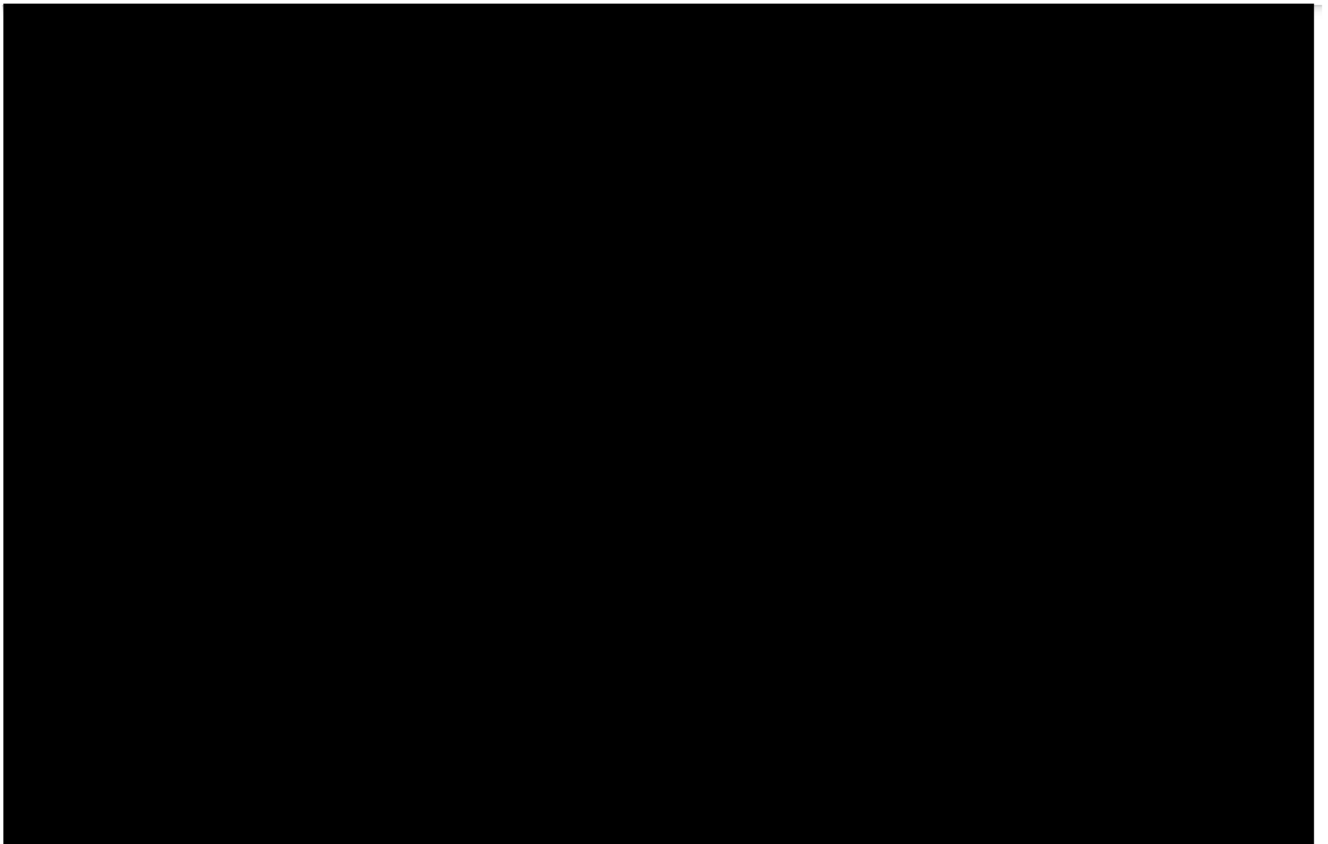
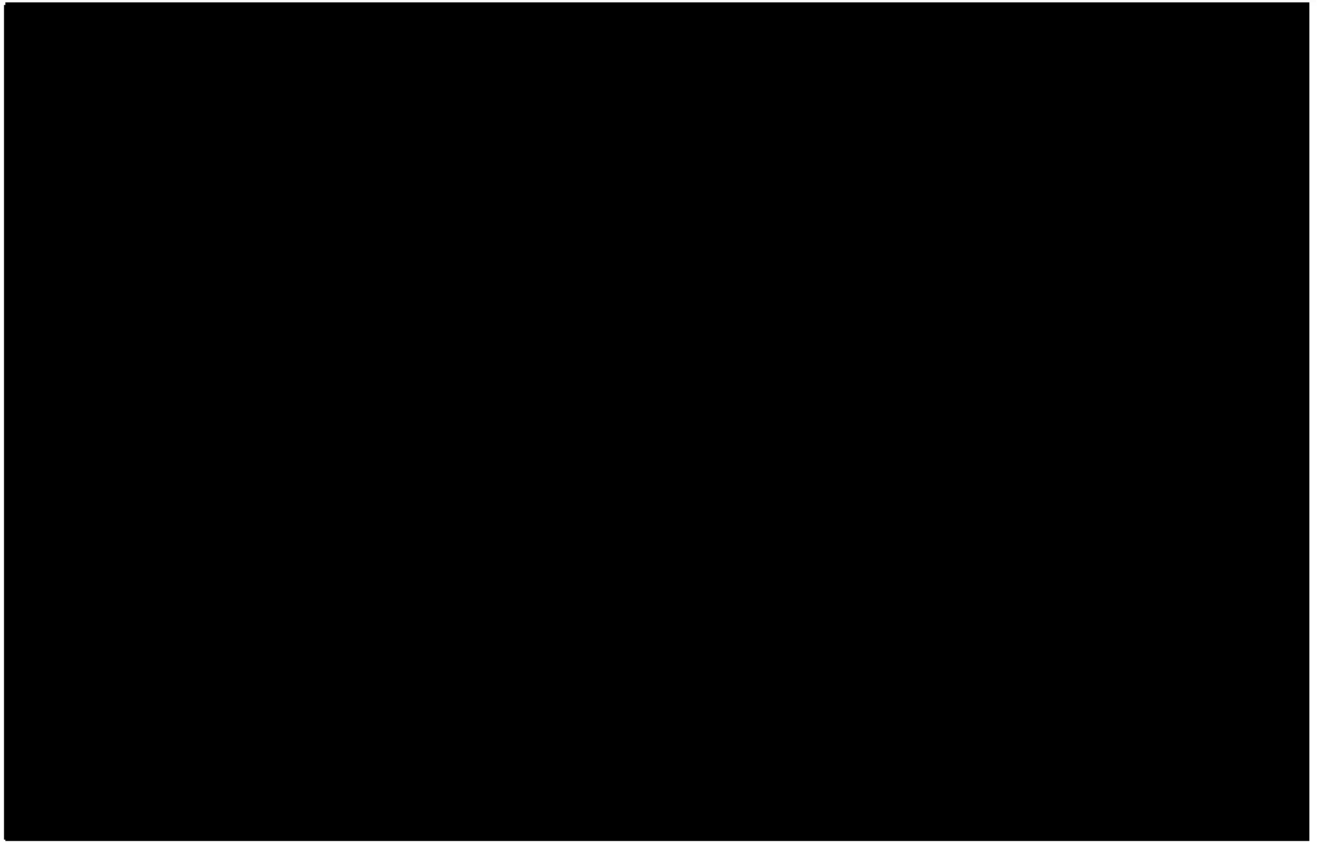
SAP will provide the following Subscription Software during the Initial Subscription Term and any renewal term.

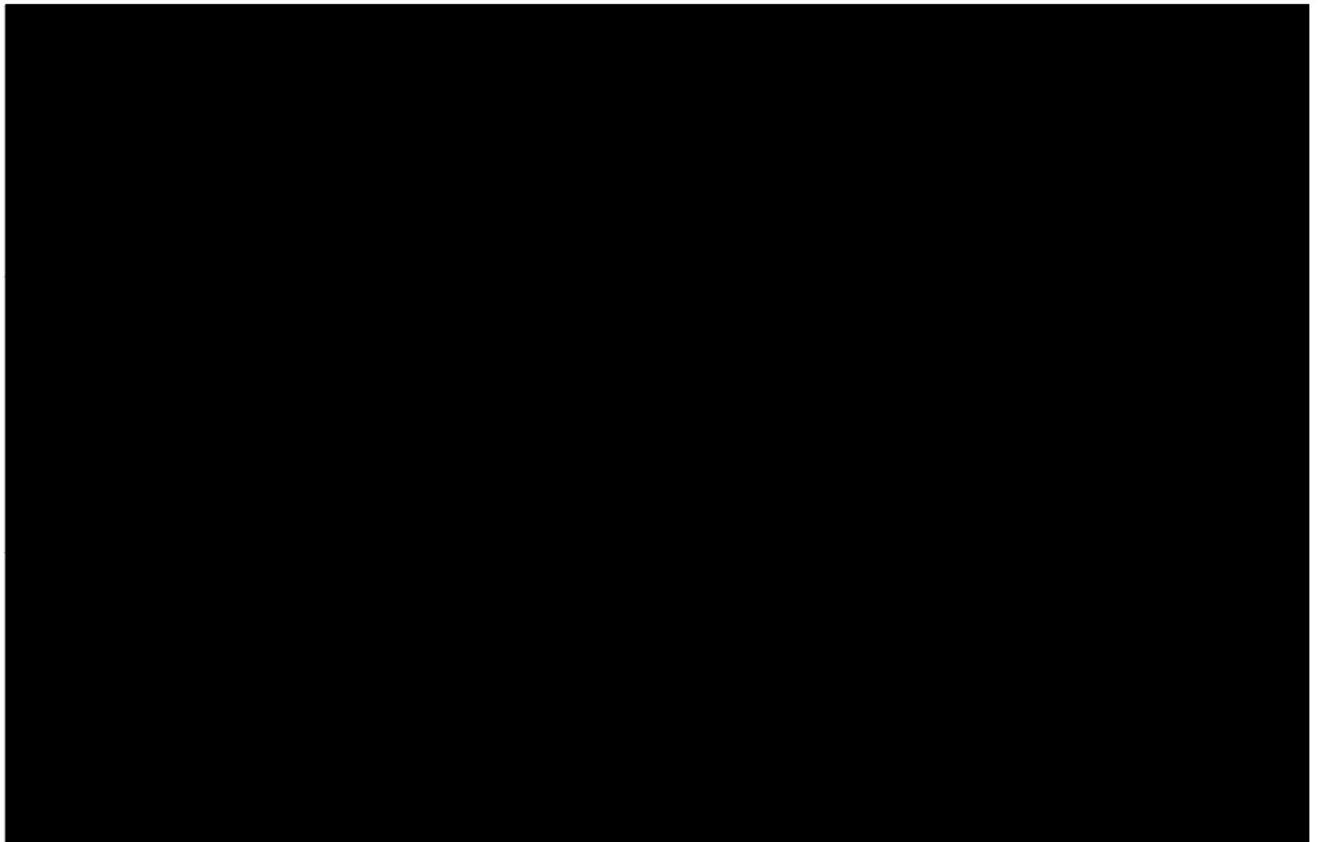


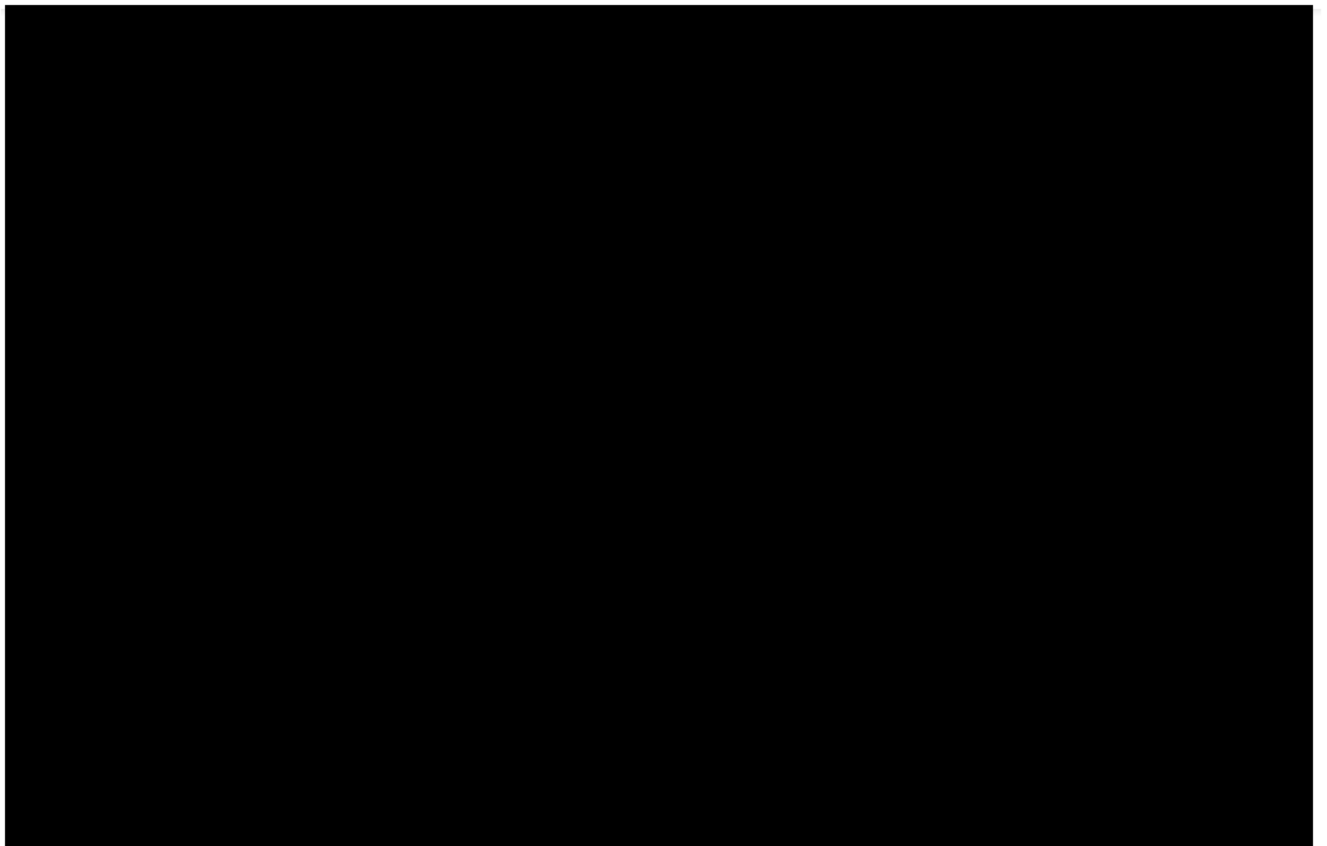
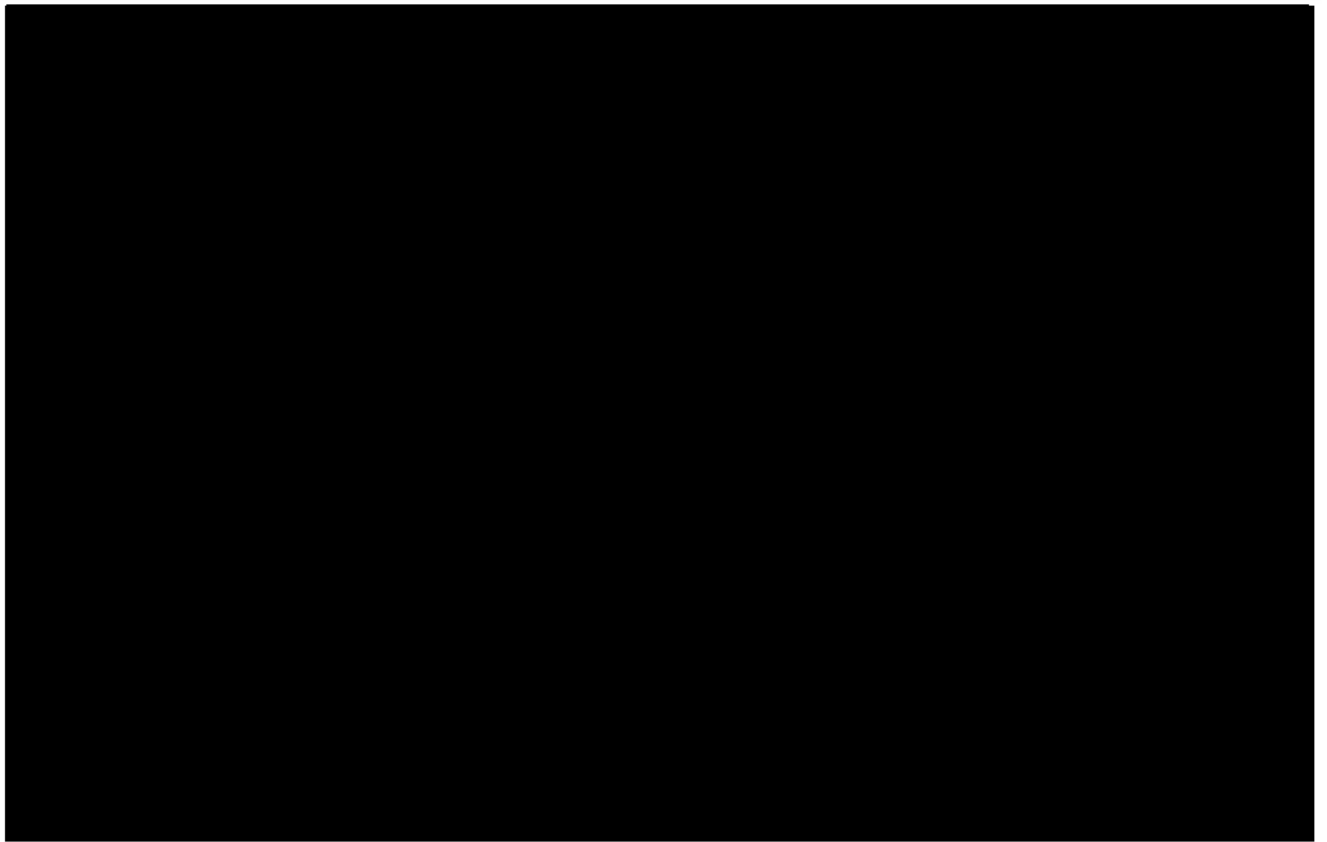
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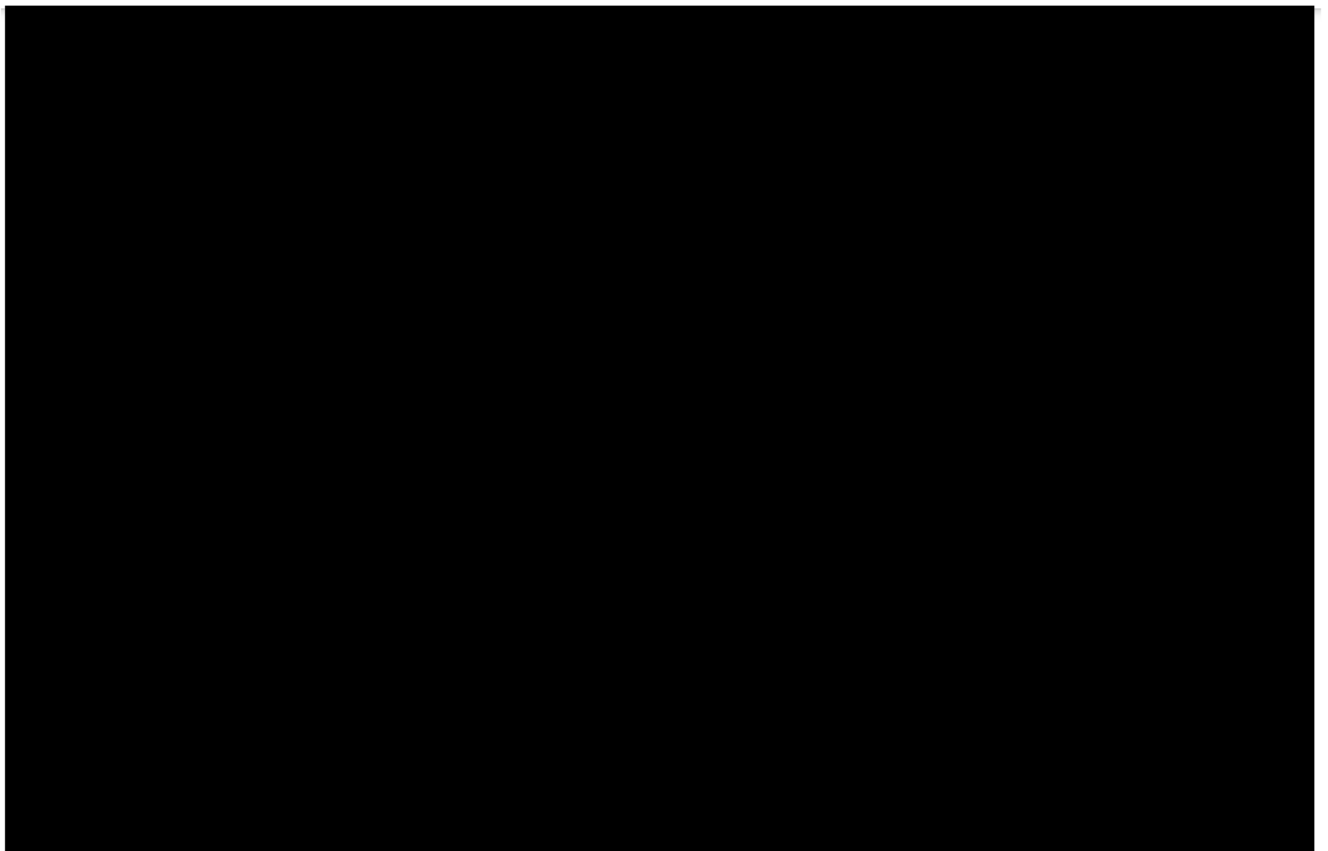




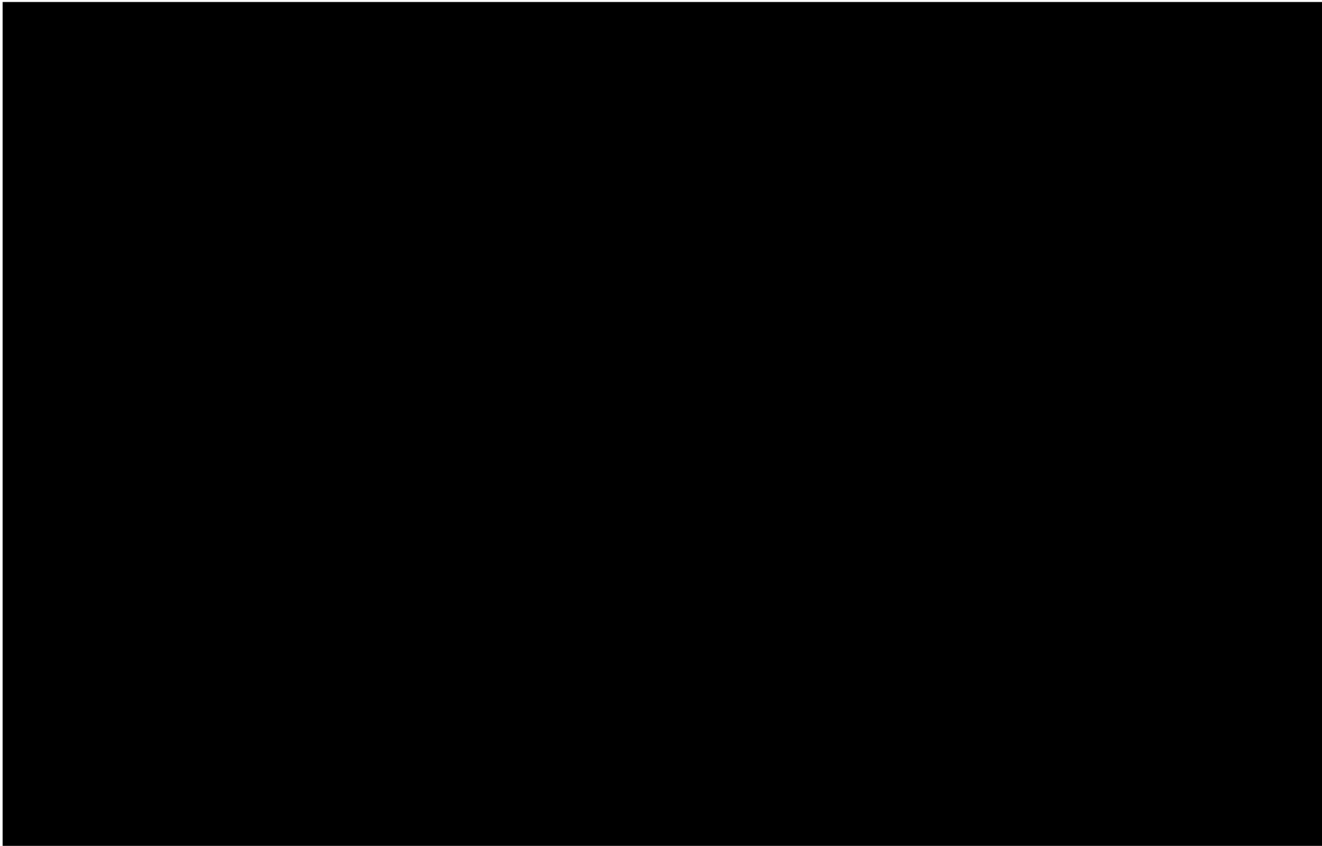


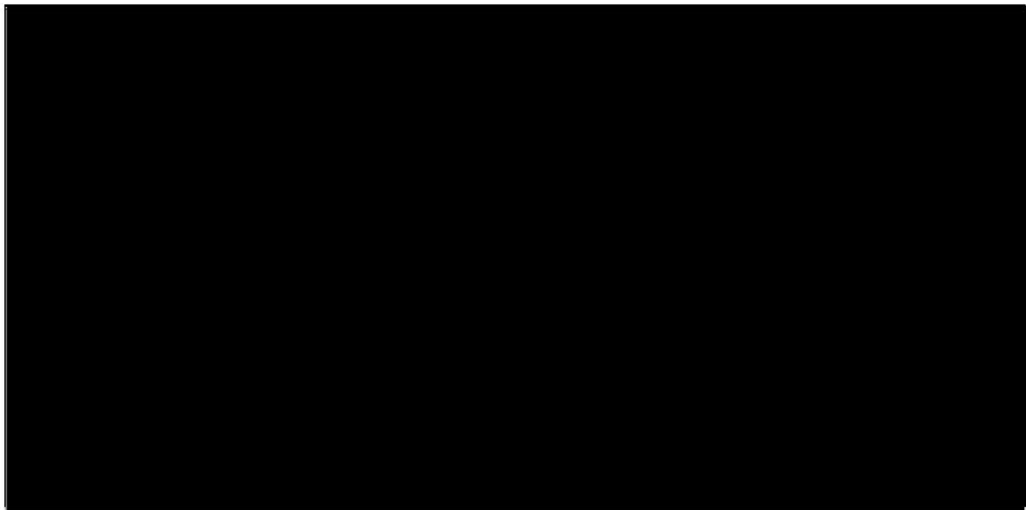












3.2. Subscription Software Support included in Cloud Services

SAP will provide SAP Enterprise Support services as described in the Enterprise Support Schedule for the Subscription Software. Notwithstanding the foregoing, the service level credits, the termination clause, the Personal Data Processing Agreement for SAP Support and Professional Services, and the first sentence in the preamble in the SAP Enterprise Support Schedule shall not apply. Fees for SAP Enterprise Support are included in the Fee and payable as set forth in this Schedule 4(a) of this Contract. SAP Enterprise Support shall commence upon the grant of access to the Subscription Software.

4. **DISASTER RECOVERY SERVICES SETUP**

The project to implement DR for the applicable PRD systems will be mutually agreed upon between SAP and Customer which shall entail detailed planning and as part of Customer's Cloud Service implementation project. The DR failover-capability to the secondary DR site for the systems in scope will be available upon completion of the setup based upon this jointly agreed plan.

5. **ADDITIONAL TERMS**

- 5.1. Customer may not reduce the size of a provisioned virtual server with a capacity greater than 6,144 GB and/or a provisioned physical server of any capacity unless Customer is able to repurpose such capacity for Customer's other requirement.

6. **CLOUD SERVICE ADDITIONAL TERMS**

6.1.1. Fee Changes

SAP may increase fees for the Cloud Services at the beginning of each renewal subscription term. This increase will not exceed [REDACTED]. Not raising fees is not a waiver of SAP's right to do so.

- 6.2. Customer acknowledges and agrees that the fee for Cloud Services have been established based on information provided to SAP by Customer, and SAP has relied on the accuracy of this information provided by Customer as a material factor in performing the initial sizing/scoping and calculating the fee for Cloud Services. The fees for the Cloud Services are subject to change in accordance with the terms of this Contract as a result of any errors or omissions in Customer provided information or Customer changes made or requested to be made to the original information used to derive the initial sizing/scoping, including but not limited to changes to the Cloud Services, Computing Environment, data center locations, Subscription Software, and/or Service Levels.

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

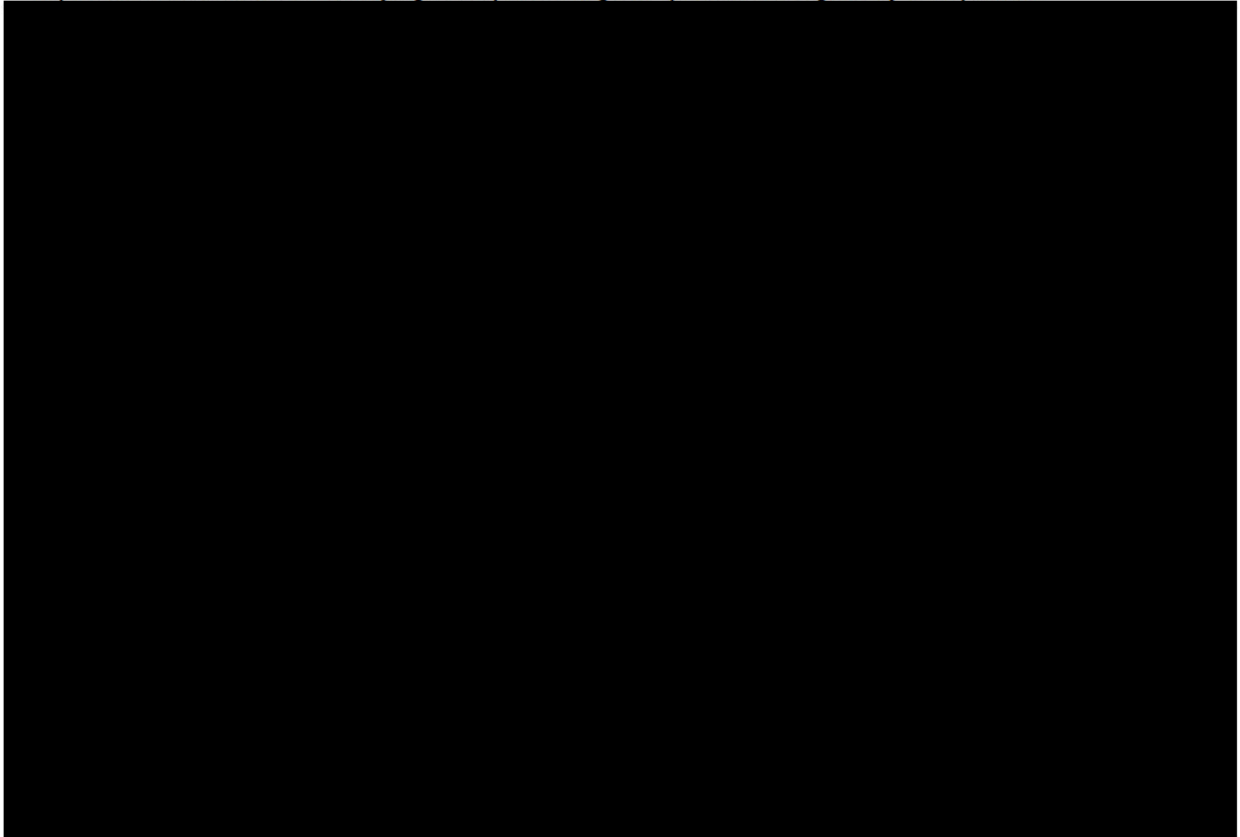
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

During the Initial Subscription Term that begins on 23rd June 2025 and that ends on 22nd June 2032, Customer may elect to license additional Subscription Software set forth in the table below and enable such Subscription Software in the Computing Environment, provided however that enabling such additional Subscription Software does not necessitate any incremental system infrastructure and/or services.

If SAP reasonably determines that the enabling of additional Subscription Software requires additional system infrastructure and/or services, SAP will propose the required system infrastructure and/or services with supporting details, including fees priced at SAP's then-current list price, and provide the same to Customer for review and approval. The parties acknowledge and agree that any changes to the current Tailored Option Service will be implemented based on a mutually agreed upon Change Request that is signed by both parties.



*Including HANA SAP Application Value (HSAV), if applicable.

10. TRANSFORMATION INCENTIVE

Provided Customer is not in default of any payments to SAP, SAP grants Customer with a Credit as described herein. "Credit" shall collectively refer to each of the credits described below.

10.1. Credit Issuance

- 10.1.1. SAP grants the Credit as follows: (i) the initial Credit is granted on the Product Start Date for the RISE Cloud Services (as defined below) ("**Phase 1**"), and (ii) the remaining Credit is granted when Customer submits the completed clean core questionnaire via SAP Cloud ALM and makes a selection to use (a) SAP professional services; (b) a Qualified Partner; or (c) Customer's own resources to support Customer's conversion, migration, or greenfield implementation of the RISE Cloud Services and eligible Cloud Services under the Transformation Incentive ("**Phase 2**"). A "Qualified Partner" is an implementation partner listed on <https://www.sap.com/partners/find.html>, which has a minimum competency level of "Essential" for the RISE Cloud Services. "RISE Cloud Services" means RISE with SAP S/4HANA Cloud, private edition, tailored option.

10.2. Cloud Credit

- 10.2.1. "Cloud Credit" is a credit in the amount set forth herein that is applied towards fees in future invoices issued under this Schedule 4(a) of this Contract or fees in invoices that are issued under any other order form(s) for SAP Cloud Services with an order form effective date that is either the same as or is subsequent to this Schedule 4(a) of this Contract Effective Date.
- 10.2.2. SAP grants a Cloud Credit in the amount of [REDACTED] in Phase 1.
- 10.2.3. SAP grants a Cloud Credit in the amount of [REDACTED] in Phase 2.
- 10.2.4. Subject to the immediately subsequent section below, the Cloud Credit shall be applied towards the fees in such future invoices for SAP Cloud Services until the Cloud Credit has been fully applied. Any remaining balance of the Cloud Credit after the termination or expiration of Customer's subscription to SAP Cloud Services shall be forfeited.

The Cloud Credit must be fully applied before the Product End Date (22nd June 2032) set forth herein, after which the Cloud Credit shall expire, and no refund or remuneration will be provided.

11. CLOUD SERVICES CREDIT

Provided Customer is not in default on any payments to SAP, SAP grants Customer a credit in the total amount of [REDACTED] ("Cloud Credit"). Customer may apply the Cloud Credit to satisfy payment obligations for the fees invoiced under this Schedule 4(a) of this Contract. Customer must apply the Cloud Credit before 22nd June 2028. If the Cloud Credit is not fully applied before 22nd June 2028, no refund or other remuneration will be provided. If the order form fees exceed the amount of Cloud Credit, Customer will pay the excess fees in accordance with the payment terms of the respective order form.

Cloud Service Credit must be used as indicated in the phases bellow:

- [REDACTED] in Year 1 (23rd June 2025 – 22nd June 2026)
- [REDACTED] in Year 2 (23rd June 2026 – 22nd June 2027)
- [REDACTED] in Year 3 (23rd June 2027 – 22nd June 2028)

12. SAP SOFTWARE SUPPORT SERVICES CREDIT

Provided Customer is not in default on any payments to SAP, SAP grants Customer a credit in the amount of [REDACTED] that is applied towards the fees for SAP software support services via a separate support Order Form ("Support Credit"). Customer must apply the Support Credit before 22nd June 2027. If the Support Credit is not fully applied before 22nd June 2027, no refund or other remuneration will be provided. If the order form fees exceed the amount of Support Credit, Customer will pay the excess fees in accordance with the payment terms of the respective order form.

Software Support Services Credit must be used as indicated in the phases bellow:

- [REDACTED] in Year 1 (23rd June 2025 – 22nd June 2026)
- [REDACTED] in Year 2 (23rd June 2026 – 22nd June 2027)

13. FUTURE TERMINATION OF USAGE RIGHTS:

- 13.1. The Software Licence and Maintenance Agreement dated 25th July 2002 ("SLMA") between SAP and Transport for London (the "Initial Agreement"), which together with any other exhibits, order forms and addenda to the SLMA make up the agreement (the "Software Agreement").
- 13.2. Amendment to Software Agreements: Option to permanently cease use of software and partially terminate SAP Support.

13.2.1. In accordance with the following provisions in Sections 12.2.1 and 12.2.2, Licensee has the option, 3 times and with effect between 31st October 2025 and 30th June 2028 ("**Cessation/Termination Date**"), to permanently cease use of certain parts of the software acquired under other software agreements concluded with SAP as follows, and to agree with SAP on the termination of the respective SAP Support.

13.2.2. A cessation/termination may only be carried out to a maximum extent that leads to an overall reduction of the Maintenance Base by [REDACTED] in the Software Agreement.

Phase 1 – [REDACTED]

Phase 2 – [REDACTED]

Phase 3 – [REDACTED]

The termination option agreed herein replaces all (partial) cessation/termination or cancelation options in existing Software Agreements. Reconfiguration rights in existing software agreements are likewise be replaced, unless agreed otherwise in this software agreement.

Licensee must notify SAP of its intention to terminate use in writing at least 3 months before the actual Cessation/Termination Date. This notification must contain a list of the products and volumes for which Licensee requests the cessation/termination. In addition to that, Licensee must provide an up-to-date license audit report showing the usage of the software products to be terminated (the report shall not be older than 6 months on the planned termination date).

The cessation/termination shall then be agreed in an amendment to the Software Agreements concerned.

In this amendment, for every product that Licensee intends to cease using and for which the usage rights were acquired in multiple software agreements ("**license parts**"), Licensee shall cease using the most heavily discounted parts first and thereafter the remaining parts in descending order, until the agreed cessation/termination volume is reached. Discount amounts are determined using the average discount in the relevant software agreement. Products not eligible for discounts will be looked at on a case-by-case basis. Important: Use of certain software products (especially third-party software) can only be subject to cessation/termination in full per product. SAP will inform Licensee whether the product it intends to cease using falls within this category, on request.

As of the actual Cessation/Termination Date, all of Licensee's rights of use with regard to the permanently discontinued software ("**Disused Products**") shall expire. The cessation/termination is permanent and Licensee retains no option to continue using the product. The Disused Products cannot be reactivated.

No subsequent change is made to the software license fee for the Disused Products. Licensee is not entitled to any reimbursement of fees.

The Software Agreements affected by the termination will be reduced by the Disused Products with effect from the actual Cessation/Termination Date. After the actual Cessation/Termination Date, Licensee is not entitled to make use of contracted support services in respect of the Disused Products, in particular. As of the Cessation/Termination Date, the support pricing base amounts stipulated in the Software Agreements affected by the termination and relevant to the support fee will be reduced by the value of the usage volume of the Disused Products as determined in accordance with the above provisions of 12.2.1 and the support fee for the Software Agreements will be recalculated for the remaining software products.

13.2.3. A cessation/termination will only be granted under the following additional conditions:

Licensee will regularly meet all of its main obligations under the Software Agreements and be fully paid up on all open invoices; and Licensee will, in addition to the agreed measurement and audit rights, authorize SAP to conduct a license audit after termination to confirm that use of the Disused Products has ceased permanently, and that Licensee is no longer receiving SAP Support services.

14. SERVICE DESCRIPTION GUIDE

- 14.1. The Service Description Guide is attached to the Order Form for ease of reference only a copy of the applicable Service Description Guide is set out in Schedule 10 to this Contract. SAP may update the applicable Service Description Guide at any time and at its own discretion. The then current and latest version shall apply. For the avoidance of doubt, if there is any conflict or inconsistency between the Contract and the applicable Service Description Guide (including any updated versions thereof), the Contract shall prevail.

15. ROLES AND RESPONSIBILITIES

- 15.1. The Roles and Responsibilities Guide is attached to the Order Form for ease of reference only a copy of the applicable Roles and Responsibilities Guide is set out in Schedule 10 to this Contract. SAP may update the applicable Roles and Responsibilities Guide at any time and at its own discretion. The then current and latest version shall apply. For the avoidance of doubt, if there is any conflict or inconsistency between the Contract and the applicable Roles and Responsibilities Guide (including any updated versions thereof), the Contract shall prevail.

16. DATA CENTER LOCATION

As of the Order Form Effective Date, the production data center used to host Customer Data for the Cloud Service RISE with SAP S/4HANA Cloud, private edition, under this Agreement is the following data center, which is managed by a third party:

████████████████████
████████████████████

Schedule 4(b) Public Cloud:

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

1. The table shows the purchased Cloud Service(s), Usage Metrics and volume, initial Subscription Term and fees.

From 23.06.2025 To 22.06.2032

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in GBP
SAP Group Reporting for Data Collection	25 Object	1	██████	23.06.2025	22.11.2025	██████
SAP Advanced Financial Closing	25 Object	1	██████	23.06.2025	22.11.2025	██████
SAP AnalytCloud BI dedicated CF	1 User	120	██████	23.06.2025	22.11.2025	██████
SAP Archive and Doc Access Core by OT	1 Gigabyte	10	██████	23.06.2025	22.11.2025	██████
SAP Arch & Doc Acc Core by OT, add stor	500 Gigabyte	1	██████	23.06.2025	22.11.2025	██████
SAP Information Capture Core by OpenText	1000 Document	50	██████	23.06.2025	22.11.2025	██████
SAP Group Reporting for Data Collection	25 Object	1	██████	23.11.2025	22.03.2026	██████
SAP Advanced Financial Closing	25 Object	1	██████	23.11.2025	22.03.2026	██████
SAP AnalytCloud BI dedicated CF	1 User	120	██████	23.11.2025	22.03.2026	██████
SAP Archive and Doc Access Core by OT	1 Gigabyte	10	██████	23.11.2025	22.03.2026	██████
SAP Arch & Doc Acc Core by OT, add stor	500 Gigabyte	1	██████	23.11.2025	22.03.2026	██████

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in GBP
SAP Information Capture Core by OpenText	1000 Document	50	██████	23.11.2025	22.03.2026	██████
SAP Group Reporting for Data Collection	25 Object	1	██████	23.03.2026	22.06.2026	██████
SAP Advanced Financial Closing	25 Object	1	██████	23.03.2026	22.06.2026	██████
SAP AnalytCloud BI dedicated CF	1 User	120	██████	23.03.2026	22.06.2026	██████
SAP Archive and Doc Access Core by OT	1 Gigabyte	10	██████	23.03.2026	22.06.2026	██████
SAP Arch & Doc Acc Core by OT, add stor	500 Gigabyte	1	██████	23.03.2026	22.06.2026	██████
SAP Information Capture Core by OpenText	1000 Document	50	██████	23.03.2026	22.06.2026	██████
SAP Group Reporting for Data Collection	25 Object	2	██████	23.06.2026	22.12.2026	██████
SAP Advanced Financial Closing	25 Object	2	██████	23.06.2026	22.12.2026	██████
SAP AnalytCloud BI dedicated CF	1 User	300	██████	23.06.2026	22.12.2026	██████
SAP Archive and Doc Access Core by OT	1 Gigabyte	125	██████	23.06.2026	22.12.2026	██████
SAP Arch & Doc Acc Core by OT, add stor	500 Gigabyte	7	██████	23.06.2026	22.12.2026	██████
SAP Information Capture Core by OpenText	1000 Document	101	██████	23.06.2026	22.12.2026	██████

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in GBP
SAP Group Reporting for Data Collection	25 Object	2	██████	23.12.2026	22.06.2032	██████
SAP Advanced Financial Closing	25 Object	2	██████	23.12.2026	22.06.2032	██████
SAP AnalytCloud BI dedicated CF	1 User	300	██████	23.12.2026	22.06.2032	██████
SAP Archive and Doc Access Core by OT	1 Gigabyte	250	██████	23.12.2026	22.06.2032	██████
SAP Arch & Doc Acc Core by OT, add stor	500 Gigabyte	7	██████	23.12.2026	22.06.2032	██████
SAP Information Capture Core by OpenText	1000 Document	101	██████	23.12.2026	22.06.2032	1 ██████

Total Net Fee	██████
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Period 1 From 23.06.2025 To 22.06.2026	██████
Period 2 From 23.06.2026 To 22.06.2027	██████
Period 3 From 23.06.2027 To 22.06.2028	██████
Period 4 From 23.06.2028 To 22.06.2029	██████
Period 5 From 23.06.2029 To 22.06.2030	██████
Period 6 From 23.06.2030 To 22.06.2031	██████
Period 7 From 23.06.2031 To 22.06.2032	██████
Total Net Fee	██████

The amounts set out above are subject to fee changes as set forth in the Order Form.

The amounts set out above are net amounts. Applicable taxes are not included. This is not a tax invoice.

For Subscription Cloud Services, Usage Metric Limitation/Volume shows the maximum quantity that Customer may use over a 12-month period. For the avoidance of doubt, the Usage Metric Limitation/Volumes are not reduced for any licence period of less than 12 months

2. SUBSCRIPTION CLOUD SERVICES

2.1. Fee Changes

The Cloud Services shall be subject to an annual fee increase of [REDACTED] effective on each anniversary of 23.06.2025. This increase shall apply in addition to the annual fee stated in Schedule 4(b) of this Contract or the increased annual fee, as applicable. Not raising fees is not a waiver of SAP's right to do so.

2.2. Application

This Section applies only to Subscription Cloud Services as defined below.

2.3. Specific Definitions

2.3.1. **"Subscription Cloud Services"** means all Cloud Services subscribed to under this Contract, except for Subscription Plus Excess Use Cloud Services, CPEA Cloud Services, Cloud Platform Voucher, BTPEA Cloud Services, Business Technology Platform Credit, Pay-As-You-Go Cloud Services, AI Units and Joule AI Services, if any.

2.3.2. **"Excess Use"** means any use of the Subscription Cloud Service that exceeds the Usage Metrics and volume stated in Schedule 4(b) of this Contract.

2.4. Excess Use

Fees for Excess Use accrue from the date the Excess Use began. Customer shall execute an additional Order Form to document subscriptions for additional Usage Metrics and volume. Customer shall pay for Excess Use based on SAP's prices on the date the Excess Use began.

3. PRICE PROTECTION

Until and including 22nd June 2032, Customer may purchase additional Usage Metrics / Volume of any Cloud Service listed in Schedule 4(b) of this Contract, at the same price per unit as set forth in Schedule 4(b) by signing an additional Order Form that shall have a minimum term of 3 months and the same Subscription Term as this Contract.

■ [REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]

- 5.2.2. Subject to the immediately subsequent section below, the Cloud Credit shall be applied towards the fees in such future invoices for SAP Public Cloud Services until the Cloud Credit has been fully applied. Any remaining balance of the Cloud Credit after the termination or expiration of Customer's subscription to SAP Public Cloud Services shall be forfeited.
- 5.2.3. The Cloud Credit must be fully applied within 24 months of the Contract Effective Date, after which the Cloud Credit shall expire, and no refund or remuneration will be provided.

6. MIGRATION TRANSACTION VOLUME

Migration Transaction Volume: For a period of twenty four (24) months commencing from the start of the Initial Subscription Term, Buyer has the right to use unlimited bandwidth capacity for the SAP Archiving and Document Access Core by OpenText (SKU 8008426) for the initial data migration up to a maximum of 4TB (four Tera Bytes) of data. After 23rd June 2027, any excess use of bandwidth or storage capacity beyond the subscribed Usage Metric Limitation set out in the table in Schedule 4 (b) will be billed and invoiced according to Section 2.4 of Schedule 4(b) of the Contract.

Schedule 5: Key Supplier Staff

- 1.1. The Annex 1 to this Schedule lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2. The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3. The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4. The Supplier shall not and shall procure that any Sub-Contractor shall not remove or replace any Key Staff unless:
 - 1.4.1. requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2. the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3. the person's employment or contractual arrangement with the Supplier or Sub-Contractor is terminated for material breach of contract by the employee.
- 1.5. The Supplier shall:
 - 1.5.1. notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2. ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3. give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4. ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5. ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6. The Buyer may require the Supplier to remove or procure that any Sub-Contractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Annex 1- Key Roles

Key Role	Key Staff	Contact Details
Supplier's Authorised Representative	Account Executive	<div></div> SAP (UK) Limited, Clockhouse Place, Bedfont Road Feltham TW14 8HD

Schedule 6: Cyber Security Management

1. Scope & Purpose

1.1. This Schedule sets out:

- 1.1.1. the principles of protective security to be applied by the Supplier in the performance of the Services.
- 1.1.2. the Supplier's wider security obligations relating to this Schedule.
- 1.1.3. the Supplier's obligations in the event of a Security Incident.
- 1.1.4. the Supplier's requirements to test and audit its Services to ensure compliance with the security requirements set out in this Schedule.

2. Security Standards

- 2.1. Where the Supplier is connecting to, processing or storing Buyer's systems or Data on a regular basis, there is a requirement upon the Supplier to:
 - 2.1.1. demonstrate that its Internal processes and procedures are equivalent to the security requirements specified within ANNEX-1; or
 - 2.1.2. be Independently certified to ISO/IEC 27001:2013 or latest version, with a scope which covers where the Buyer's Data is to be stored; or
 - 2.1.3. Independently tested to verify that the systems used to access / process the Buyer's Data meet the requirements of the UK Government promoted Cyber Essentials Plus scheme and/or Network & Information Systems (NIS) Directive 2018; or
 - 2.1.4. have conducted a Penetration Test within the last 12 months.
- 2.2. The Supplier is required to provide evidence of compliance with one of the above requirements before signing this Schedule.

3. Security Principles

- 3.1. The Supplier acknowledges that security, data protection and confidentiality are of fundamental importance in relation to its performance of this Schedule and the Buyer's ability to retain public confidence. The Supplier shall always comply with the security principles set out in this paragraph in the performance of this Schedule.
- 3.2. In recognition of the importance that the Buyer places on security, data protection and confidentiality, the Supplier shall ensure that a director or relevant individual, is made aware of the risks identified and a mitigation plan is put in place. This will ensure that:
 - 3.2.1. appropriate members of the Supplier's Personnel and the Supplier's management team take responsibility for managing the different levels of security risk and promoting a Risk Management culture.
 - 3.2.2. a Security Risk Register is produced and maintained throughout the Contract Period and that all security risks are documented in an appropriate manner.
 - 3.2.3. the Supplier's Asset Register is produced and maintained throughout the Contract Period and that all Supplier Assets and Buyer Assets are documented in an appropriate manner in the Supplier's Asset Register and shall identify the criticality of the relevant Supplier Assets and Buyer Assets in the delivery of this Schedule.
 - 3.2.4. supporting policies are implemented (where relevant) and communicated with Supplier Staff.
- 3.3. The Supplier shall, and its Sub-contractors shall, at all times ensure that:
 - 3.3.1. security threats to the Government Data, to the Supplier's IT environment, and the Services are identified, minimised and mitigated.
 - 3.3.2. the Services shall fully comply at all times with:

- (i) the security requirements set out in this Schedule.
- (ii) Good Industry Practice.

ANNEX-1 Security Requirements

1. Risk Management

- 1.1. The Supplier shall:
 - 1.1.1. implement a risk management process for the purpose of identifying, assessing, mitigating, monitoring, and reporting upon cyber security risks.
 - 1.1.2. Conduct threat and risk assessments on any part of the Service that is new or has been materially changed since the last threat and risk assessment was conducted.

2. Engagement and Training

- 2.1. The Supplier shall:
 - 2.1.1. screen all Supplier Staff prior to the Supplier authorizing access to the Service the Supplier managing on the Buyer's behalf.
 - 2.1.2. Ensure all Supplier Staff have been vetted in accordance with HMG Guidance for overseas individuals - <https://www.gov.uk/government/publications/criminal-records-checks-for-overseas-applicants>
 - 2.1.3. make a reasonable determination of whether the individual constitutes an unreasonable security risk taking into consideration the duties of the individual, the type and sensitivity of information to which the individual may be exposed, and all applicable laws.
 - 2.1.4. the Supplier must ensure that all Supplier Staff receive security awareness training, annually and supervision at a level and in substance that is appropriate to that person's position and the Suppliers obligations under this Contract.
 - 2.1.5. the Supplier must not permit any person the Supplier hires or uses to access or obtain any Government Data unless that person is contractually bound to the Supplier in writing to keep Government Data confidential on terms no less protective than the terms applicable to the Supplier under this Agreement.

3. Asset Management

- 3.1. The Supplier shall:
 - 3.1.1. maintain an inventory of the Buyer Assets.
 - 3.1.2. maintain an inventory of Supplier Assets.
 - 3.1.3. use secure methods when disposing of Supplier Assets.
 - 3.1.4. maintain records of the disposal of Supplier Assets.
 - 3.1.5. through the operation of the Supplier's change management process, manage changes to any Supplier Asset.
- 3.2. Assets used to access or manage Government Data and Services must be under the management authority of the Supplier or the Buyer and have a standard set of security policy configuration deployed and enforced. These assets must be placed into a 'known good' state prior to being provisioned into the environment of the Supplier. Unless otherwise agreed with the Buyer in writing, all Supplier Assets are expected to meet the set of security requirements set out within ANNEX-1-

4. Architecture and Configuration

- 4.1. The Supplier shall implement and maintain security assets such as industry standard firewalls that protect the perimeter and internal components of the Service environment.
- 4.2. The Supplier shall follow industry standards for asset hardening and secure configuration.
- 4.3. The Supplier shall remove or disable unnecessary utilities from operating systems, configurations and restrict access rights to least privilege.
- 4.4. The Supplier will ensure that any preconfigured passwords delivered with any Supplier Assets are changed prior to their implementation for use in the Service environment.
- 4.5. Where the Supplier manages user authentication controls for the Personnel to access the Service, the Supplier must:
 - 4.5.1. maintain a written password management policy that defines minimum requirements such as length, complexity, expiration, and lockout requirements.
 - 4.5.2. require multi-factor authentication for privileged access.
- 4.6. The Supplier will establish a software development lifecycle for the purpose of defining, acquiring, developing, enhancing, modifying, testing, or implementing information systems.
- 4.7. The Supplier shall ensure that web-based and mobile applications used to store, receive, send, control or access the Government Data are monitored, controlled and secure.
- 4.8. The Supplier shall implement and manage a change management process to manage changes that occur within the Service environment.

5. Vulnerability Management

- 5.1. The Supplier will implement a vulnerability management program, which will include the following elements:
 - 5.1.1. security patches will be applied to Supplier Assets as soon as possible in line with vendor recommendations in accordance with the change management process. A vulnerability/ risk mitigation will be undertaken until such time to protect Buyer Assets and Government Data.
 - 5.1.2. a process to test rogue wireless access points
 - 5.1.3. Internal vulnerability scans that are carried out at least quarterly, and external penetration/hacking simulation tests that are carried out at least annually. An external, qualified party should be resourced to carry out the external tests.
 - 5.1.4. external and internal penetration tests using the Supplier's penetration testing methodology that is based on industry-accepted penetration testing approaches that cover the all-relevant systems and include application-layer as well as network-layer tests. All test results are kept on record and any findings are remediated in a timely manner.
- 5.2. The Supplier will ensure that all penetration tests conducted upon the Services it provides are performed by approximately industry accredited organisations.
- 5.3. The Supplier shall implement an Intrusion Detection System (IDS) and/or an Intrusion Prevention Solution (IPS) technique to detect / prevent and alert on intrusions into the network.

- 5.4. The Supplier shall maintain industry standard processes for defending against malware / Trojans / virus infections. The Supplier shall maintain a program of anti-malware/anti-virus updates to keep provisioned Supplier Assets free of infection.

6. Supply Chain Security

- 6.1. The Supplier must maintain an inventory of all suppliers / Sub-contractors it utilises.
- 6.2. The Supplier must ensure that its suppliers and subcontractors involved in the provision of Services meet or exceed the standards set forth in this Schedule.
- 6.3. The Supplier must conduct security assessments upon its supply chain to ensure all suppliers of Services to its present a low or no risk to the Service it is providing to the Buyer.

7. Incident Management

- 7.1. The Supplier will implement and maintain an incident management plan which will be used to respond on breaches to the Supplier Assets. The incident management plan will include the following:
 - 7.1.1. Definition of roles, responsibilities, and communication and contact strategies in the event of a compromise, including notification of customers,
 - 7.1.2. Specific incident response procedures,
 - 7.1.3. Analysis of legal requirements for reporting compromises
 - 7.1.4. Coverage of all critical system components,
 - 7.1.5. Regular review and testing of the plan,
 - 7.1.6. Incident management Supplier Staff who are available to support the Service
 - 7.1.7. Training of Supplier Staff,
 - 7.1.8. Inclusion of alerts from all security monitoring systems, and
 - 7.1.9. Modification and evolution of the plan according to lessons learned and to incorporate industry developments.

8. Logging and Monitoring

- 8.1. The Supplier shall implement and maintain a solution which enables all access to network resources and Government Data to be tracked and monitored using a centralized logging mechanism that allows thorough tracking, alerting, and analysis on a regular basis (at least daily) as well as when an abnormal/incident occurs.
- 8.2. The Supplier shall deploy and maintain a file-integrity monitoring solution to alert Supplier Staff via its centralized solution to unauthorized modification of critical system.
- 8.3. The Supplier shall ensure that all systems shall be provided with correct and consistent time and audit trails that are secure and protected, including file-integrity monitoring for data classified as confidential to prevent changes of existing log files and/or generate system alerts.
- 8.4. The Supplier shall ensure that audit trails for critical systems are kept for a period in-line with industry standards.

9. Data Security

- 9.1. The Supplier shall:
 - 9.1.1. implement and maintain a key management solution in-line with industry standards.
 - 9.1.2. implement and maintain encryption of the Government Data while it is at rest.
 - 9.1.3. implement and maintain encryption of the Government Data while it is in transit, whilst within Supplier-controlled systems. The Buyer assumes responsibility for any data transfer once outside of the Supplier-controlled systems.
 - 9.1.4. not provide encryption keys used to secure the Government Data to a third party or the ability to break such encryption.
 - 9.1.5. implement and maintain the logical separation of the Government Data, even in the case of equipment or technology failure.
 - 9.1.6. implement, where supported by available technology, the logical separation of audit records related to the Government Data and activities, even in the case of equipment or technology failure, segregate tenancy traffic from management network traffic.
 - 9.1.7. not use protected data for test or development purposes without the written approval of the Buyer.
 - 9.1.8. segment the environment to ensure specific classified types of Government Data is not accessible to unauthorized individuals.
 - 9.1.9. ensure that all Supplier Assets have appropriate tools or applications installed to protect against malicious software.

10. Identity and Access Management

- 10.1. In relation to the Supplier Staff, accessing any part of the Supplier's systems that may contain the Government Data, the Supplier must:
 - 10.1.1. implement access control policies and procedures that address onboarding, off-boarding, transition between roles, regular access reviews, limitations and usage control of administrator privileges, and inactivity timeouts.
 - 10.1.2. identify and segregate conflicting duties and areas of responsibility, such as separation of duties.
 - 10.1.3. maintain a current and accurate inventory of computer accounts.
 - 10.1.4. review the inventory of computer accounts on a regular basis to identify dormant, fictitious, or unused accounts.
 - 10.1.5. enforce principles of "least privilege" and "need to know".
 - 10.1.6. review user access rights on a regular basis to identify excessive privileges.
 - 10.1.7. enforce a limit of logon attempts and concurrent sessions.
 - 10.1.8. ensure that all users of the Service are allocated a single unique ID for accessing the Service environment.
 - 10.1.9. ensure any system administration functionality is strictly controlled and restricted to those Supplier Staff who need to have access to such functionality and that the ability of Supplier Staff to change the configuration of the systems services is appropriately limited and fully auditable.

10.1.10. ensure that Supplier Staff are informed of what constitutes acceptable access of operational or IT technology, data and networks and the consequences of non-compliance.

10.2. For physical access the Supplier shall:

10.2.1. implement and maintain a CCTV system to monitor the external building elevations, the main reception area, any other personnel entrance points, the goods delivery point(s), the external fire exit doors from the building and the entry / exit point into the area(s) processing the Government Data.

10.2.2. ensure external lighting for the building shall support any external elements of the CCTV system and give sufficient lighting for natural observation. Where this is not possible the CCTV system shall include infra-red lighting.

10.2.3. ensure that physical access to the areas used to process or store Government Data shall be physically controlled (e.g., electronic access control system).

10.2.4. ensure that access to the areas processing or storing Government Data should be restricted to those people working on the Buyer's Service or those who have an operational requirement to access the area.

10.2.5. implement an electronic access control system to control and manage access into the building and internal areas used to process and store Government Data. The system should log all activities, alarms and events.

10.2.6. define and document procedures to manage visitor and temporary access into the building and internal areas used to process and manage Government Data.

11. Compliance

11.1. The Supplier shall have a documented compliance plan and conduct regular reviews (at least annually) to ensure that the security of the Government Data cannot be compromised.

11.2. No more than annually, the Buyer may require the Supplier to complete an information security questionnaire as part of our Supplier review process,

12. Business Continuity

12.1. The Supplier shall provide evidence of their business continuity policy and a business continuity plan that demonstrates how they will maintain the contracted service level in the event of an emergency. Business continuity policy and business continuity plan must align with the best practice detailed in the standard ISO/IEC 22301 Business Continuity Management.

ANNEX-2 DEFINITIONS

“Cyber Essentials Scheme”	is a UK government scheme encouraging organisations to adopt good practice in information security, focussing mainly on technical controls rather than governance, risk, and policy
“Data”	means data created, generated or collected, during the performance of the Services (or any part thereof), including Personal Data and data supplied to TfL and members of the TfL Group in connection with the Services or this Agreement;
“Good Industry Practice”	means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances.
“Asset Register”	means a register of all information assets relating to the services connected to this Schedule.
ISO/IEC 22301	is a proposed standard that specifies security requirements for disaster recovery preparedness and business continuity management systems (BCMS).
ISO/IEC 27001	is an information security standard specification for an information security management system (ISMS), with an emphasis on measuring and evaluating how well an organisation's ISMS is performing.
“Security Incident”	a potential or actual event or attempted breach of security affecting the confidentiality, integrity or availability of the Services, IT Services or Networks which process or hold Data
“Security Policy”	means any TfL security policies as amended by TfL from time to time;
“Security Risk”	meaning all Risks associated with the security of the Services which may have a negative impact upon the agreed security posture, including information security and any risks identified pursuant to the Security Management Schedule.
“Security Risk Register”	means a register of Security Risks produced and maintained as detailed in paragraph Security Principles 0.
“Service Assets”	means all assets and rights including all physical assets, Software, IPR, as well as spares and components whether in storage, repair or on sites, used by the Service Provider to provide the Services in accordance with this Agreement;
“Service Provider Personnel”	means all employees, agents, consultants and contractors of the Service Provider or of any Sub-Contractor
“Service Provider Premises”	means any land or building where the Service Provider carries out any part of this contract
“Key Management”	the activities involving the handling of cryptographic keys and other related security parameters (e.g. passwords) during the entire life cycle of the keys, including their generation, storage, establishment, entry and output, and destruction.
“Risk Management”	the process of identifying, monitoring and managing potential risks in order to minimize the negative impact they may have on an organization.

Schedule 7: Exit Management

1. Assisting re-competition for Deliverables

- 1.1. The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 1.2. The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 1.3. The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 1.4. The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

2. Exit Plan

- 2.1. The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 2.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 2.2. The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 2.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.3. The Exit Plan shall set out, as a minimum:
 - 2.3.1. a detailed description of both the transfer and cessation processes, including a timetable;
 - 2.3.2. how the Deliverables will be migrated to the Replacement Supplier and/or the Buyer;
 - 2.3.3. proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 2.3.4. proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 2.3.5. how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 2.3.6. any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 2.4. The Supplier shall:
 - 2.4.1. maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period; and
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;

- (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and

2.4.2. jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

2.5. Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 2.2 or 2.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

2.6. A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

3. Termination Assistance

3.1. The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

3.1.1. the nature of the Termination Assistance required; and

3.1.2. the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.

3.2. The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

3.3. In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 2 the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

4. Termination Assistance Period

4.1. Throughout the Termination Assistance Period the Supplier shall:

4.1.1. continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;

4.1.2. provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;

4.1.3. use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;

4.1.4. subject to Paragraph 4.2, provide the Deliverables and the Termination Assistance at no detriment to the Key Performance Indicators (KPI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract; and

4.1.5. at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer.

4.2. If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 4.1.1 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

4.3. If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular KPIs or Service Levels, the Parties shall vary the relevant KPIs or Service Levels and/or the applicable Service Credits accordingly.

5. Obligations when the contract is terminated

- 5.1. The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 5.2. Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - 5.2.1. such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - 5.2.2. such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 5.3. Except where this Contract provides otherwise, all licences and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

6. No charges

- 6.1. The Supplier's services and assistance under this Schedule, shall be subject to the Parties agreeing, the Supplier's reasonable charges and costs for Supplier's services and assistance.

Schedule 8: Service Levels

v.2-2025

SERVICE LEVEL AGREEMENT FOR PRIVATE CLOUD EDITION SERVICES AND TAILORED OPTION SERVICES

This Service Level Agreement for RISE with SAP S/4HANA Cloud, private edition (formerly, SAP S/4HANA, private cloud edition); SAP ERP, private cloud edition (collectively, "Private Cloud Edition Services"); RISE with SAP S/4HANA Cloud, private edition, tailored option; and SAP ERP, private cloud edition, tailored option (collectively, "Tailored Option Services") (each, a "Cloud Service") sets forth the applicable Service Levels for Private Cloud Edition Services, Tailored Option Services, and Server Provisioning to which Customer has subscribed in an Order Form with SAP.

1. DEFINITIONS

Capitalized terms used in this document but not defined herein are defined in the Agreement.

- 1.1. **"Agreed Downtime"** means any downtime requested by SAP or Customer and mutually agreed by the parties.
- 1.2. **"Business Day"** means any days from Monday to Friday with the exception of the public holidays observed at Customer's primary access location designated in the Order Form.
- 1.3. **"Computing Environment"** means the data center facilities, servers, networking equipment, operating systems, and data storage mechanisms selected and used by SAP to provide the Cloud Service for the Customer, and includes the production Computing Environment ("**PRD**"), and any other Computing Environment used for non-production purposes ("**NON-PRD**"), as agreed in the Order Form.
- 1.4. **"Credit"** means the following, subject always to Section 5 of this Service Level Agreement:
 - 1.4.1. for Private Cloud Edition Services and Tailored Option Services, 2% of Monthly Service Fees for each 1% below the SA SLA; and
 - 1.4.2. for Server Provisioning (IaaS Basic), [REDACTED] per Month in aggregate for any and all instances below the SA SLA.
- 1.5. **"Downtime"** means the Total Minutes in the Month during which the Cloud Service (or Servers for Server Provisioning) does not respond to a request from SAP's Point of Demarcation for the data center providing the Cloud Service (or Server for Server Provisioning), excluding Excluded Downtime.
- 1.6. **"Emergency Downtime"** means downtime during emergency patch deployment and emergency operating system upgrades as described in the Supplement.
- 1.7. **"Excluded Downtime"** means the Total Minutes in the Month attributable to: Scheduled Downtime; Agreed Downtime; Emergency Downtime; downtime caused by factors outside of SAP's reasonable control such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised (see examples in Section 2); or downtime of a NON-PRD system caused by using the NON-PRD for failover/to repair to a PRD system.
- 1.8. **"Incident"** means unplanned interruptions or material reduction in service quality to the Computing Environment that is reported by Authorized Users.
- 1.9. **"Incident Reaction Time"** means the amount of time (e.g. in hours or minutes) between when the SAP Support Level 1 organization is notified of the Customer-reported Incident and the first action is taken by an SAP support person, familiar with the Customer's environment, to repair the Incident.
- 1.10. **"Local Time"** means the time zone in Customer's primary access location identified in the Order Form.
- 1.11. **"Month"** means a calendar month.
- 1.12. **"Monthly Service Fees"** means the monthly (or 1/12 of the annual fee) subscription fees paid for the affected Cloud Service which did not meet the SA SLA.

- 1.13. **"Scheduled Downtime"** means downtime scheduled at a mutually agreed time, as listed in the Order Form, or as described in the Supplement.
- 1.14. **"Subscription Software"** shall (i) have the meaning set forth in the Supplement for Tailored Option Services, and (ii) mean Cloud Services Software set forth in the Supplement for Private Cloud Edition Services.
- 1.15. **"System"** means one or more interrelated and interdependent components such as databases, servers, networks, load balancers, web dispatchers, tenants, etc. which when taken as a whole are used to operate a tier. Each combination of components used within each tier is equivalent to one System. System Availability Percentage is measured at the tier level. For Tailored Option Services, each System is identified by the Tier No. column in the System Setup Table in the Order Form, and for Private Cloud Edition Services, each System is identified by the system tier type as set forth in the Service Description Guide of the Supplement. For Server Provisioning, System as used herein means Server, as defined in the Order Form.
- 1.16. **"System Availability Percentage"** for each System is calculated and defined as follows:

$$= \left(\frac{\text{Total Minutes in the Month} - \text{Downtime}}{\text{Total Minutes in the Month}} \right) * 100$$

- 1.17. **"System Availability Service Level"** or **"SA SLA"** means the applicable System Availability Percentage specified below during each Month for the Computing Environment (and Server for Server Provisioning, if applicable) after System handover to the Customer:
- 1.17.1. 99.5% System Availability Percentage for PRD unless a higher System Availability Percentage is identified in the Supplement or Order Form;
- 1.17.2. 95.0% System Availability Percentage for NON-PRD unless a higher System Availability Percentage is identified in the Order Form; and
- 1.17.3. 99.5% System Availability Percentage for Server Provisioning.
- 1.18. **"Total Minutes in the Month"** are measured 24 hours at 7 days a week during a Month.

2. SYSTEM AVAILABILITY

- 2.1. The SA SLA shall not apply to Customer-provided software unless otherwise expressly set forth in the Order Form.
- 2.2. Downtime caused by factors outside of SAP's reasonable control include, but is not limited to the following:
- 2.2.1. Customer's failure to meet Customer's responsibilities (including using a version or release of the Subscription Software on current maintenance) as set forth in the Agreement.
- 2.2.2. Downtime caused by Customer.
- 2.2.3. Interruptions as a result of requirements stipulated by a third-party manufacturer of the Customer-provided software.
- 2.2.4. Interruptions or shutdowns of the Computing Environment, or portions thereof (or Servers for Server Provisioning) resulting from the quality of the Customer-provided software and/or Customer's customizations or modifications of the Customer-provided software, Subscription Software or Computing Environment (or Servers for Server Provisioning), unless this is the responsibility of SAP under this Agreement.
- 2.2.5. Restore times of user data (recovery of database data from a media backup) where SAP was not the root cause for the required restoration.

3. BACKUP AND COMPUTING ENVIRONMENT INCIDENT REACTION TIME

(not applicable to Server Provisioning)

Description	Computing Environment	Service Levels
Backup Frequency and retention period for Databases	PRD	Daily full backup and log file backup per SAP product standard. 30 days retention time. Backup of the PRD will be replicated to an alternate data center or location.

	NON-PRD	Weekly full backup and log file backup per SAP product standard. 14 days retention time. Backup of the NON-PRD will be replicated to an alternate data center or location.
Long Term Backup*	PRD and/or NON-PRD	Monthly full back up – 1 year retention time Quarterly full back up – 1 year retention time Yearly full back up – up to 5 years retention time
Backup Frequency and retention period for File systems	PRD	Monthly full backup and daily incremental. Two Months retention time. Backup of the PRD will be replicated to an alternate data center or location.
	NON-PRD	Monthly full backup and daily incremental. Two Months retention time. Backup of the NON-PRD will be replicated to an alternate data center or location.
Incident Reaction Time for Incident Management	Incident Priority Very High	20 minutes (7x24) and (i) resolution or (ii) workaround or (iii) action plan within 4hrs for PRD
	Incident Priority High	2 hours (7x24) for PRD 4 hours [Local Time on Business Days] for NON-PRD
	Incident Priority Medium	4 hours [Local Time on Business Days] for PRD and NON-PRD
	Incident Priority Low	1 Business Day for PRD and NON-PRD

*Applies if this optional service is purchased in an Order Form. The retention periods for Long Term Backup will end at the earlier of the retention time set forth herein or the end of Customer's Cloud Service subscription term.

- 3.1. **Incident Priorities.** The following priority levels apply to all Incidents (such priority to be assigned by Customer, and which may be re-assigned by SAP based on the criteria below and acting reasonably):
 - 3.1.1. **Very High:** An Incident should be categorized with the priority "Very High" if the incident reported has very serious consequences for normal business processes or IT processes related to core business processes, and urgent work cannot be performed. This is generally caused by the following circumstances:
 - 3.1.1.1. A PRD system is completely down.
 - 3.1.1.2. The imminent go-live or upgrade is jeopardized.
 - 3.1.1.3. The core business processes of Customer are seriously affected.
 - 3.1.1.4. A workaround is not available.
 - 3.1.1.5. The Incident requires immediate processing because the malfunction may cause serious losses.
 - 3.1.2. **High:** An Incident should be categorized with the priority "High" if normal business processes are seriously affected. Necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the Computing Environment that are required immediately. The Incident is to be processed as quickly as possible because a continuing malfunction can seriously disrupt the entire productive business flow.
 - 3.1.3. **Medium:** An Incident should be categorized with the priority "Medium" if normal business processes are affected. The problem is caused by incorrect or inoperable functions in the Computing Environment. A message should be categorized with the priority "Medium" if normal business transactions are affected.
 - 3.1.4. **Low:** An Incident should be categorized with the priority "Low" if the problem has little or no effect on normal business processes. The problem is caused by incorrect or inoperable functions in the Computing Environment that are not required daily, or are rarely used.

4. SERVICE LEVEL REPORTING

- 4.1. SAP shall track and report to Customer the Service Levels set forth herein in a monthly summary report.
- 4.2. In the event that one or more of the Service Levels set forth herein are not met, Customer may notify the assigned SAP account manager and request to analyze the Service Level metric statistics based on the monthly summary report provided by SAP.
- 4.3. SAP will then promptly:
 - 4.3.1. determine the root cause or possible root cause of the failure (if known) to meet the Service Level; and
 - 4.3.2. unless failure is excused, develop a corrective action plan, and submit such plan to Customer for written approval (which will not be unreasonably withheld or delayed) and, following Customer's written approval implement the plan in a reasonable period of time (and in accordance with any agreed timescales).
- 4.4. If applicable, SAP will provide the specific Credit as described in Section 5 below.
- 4.5. SAP will be relieved of its obligation to pay any applicable Credits and will not be in breach of the Service Level where the root cause analysis (as reasonably performed by SAP) indicates the failure to meet the relevant Service Level was caused by Customer and shall therefore be treated as Excluded Downtime. In the event that Customer disagrees with the root cause analysis, the parties will discuss the root cause analysis.

5. SERVICE LEVEL FAILURES

- 5.1. Service Credits
 - 5.1.1. If SAP fails to meet the applicable SA SLA, Customer is entitled to claim a Credit which is calculated as the sum of the Credits for NON-PRD, PRD and Server Provisioning (as applicable), for SAP's failure to meet the respective SA SLA. Claims for a Credit must be made in good faith through a documented submission of a support case within 30 Business Days after receipt of the monthly SA SLA report. Under no circumstances will the total maximum Credits for any 1 Month, exceed an aggregate of █████ of the Monthly Service Fee for that Month across all SA SLAs.
 - 5.1.2. When Customer's entitlement of the Credit is confirmed by SAP in writing (email permitted), SAP will apply such Credit to a future invoice relating to the Cloud Service or provide a refund if no future invoice is due under the Agreement.
 - 5.1.3. Customer acknowledges that the Credits are the sole and exclusive remedy for SAP's failure to meet the specified Service Level, except to the extent prohibited by applicable law.
 - 5.1.4. Customers who have not subscribed to the Cloud Service directly from SAP must claim the Credit from their applicable SAP partner.
- 5.2. Termination
 - 5.2.1. In the event SAP fails to meet the SA SLA for PRD Computing Environments for (i) 3 consecutive Months, or (ii) 5 or more Months during any 12 month period, Customer may terminate its subscription to the affected Cloud Service by providing SAP with written notice within 30 days of Customer's receipt of the respective summary monthly report. Termination shall become effective 1 Month after SAP's receipt of such notice (or any later date set out by Customer in its notice). For the avoidance of doubt, this termination right shall supersede any and all other termination provision in the GTC for failure to meet an SA SLA, and such termination right from the GTC shall not apply.

6. SERVICE REQUESTS

Customers may request specific tasks related to the Computing Environment via the SAP Service Request Platform ("Service Request"). To the extent Service Requests are distinct from an Incident, SAP will address Service Requests during the following hours of operations:

PRD	24x7 subject to Excluded Downtime
NON-PRD	24x5 (Business Days) subject to Excluded Downtime

The services are provided in English only.

SERVICE LEVEL AGREEMENT FOR CLOUD SERVICES

(applicable to Public Cloud)

1. DEFINITIONS

- 1.1. **“Credit”** means ■■■ of the Monthly Subscription Fees for the affected subscription-based Cloud Service or the monthly Cloud Credits (as defined in the Order Form) consumed for the affected consumption-based Cloud Service, for each 1% below the System Availability SLA, not to exceed ■■■ of the fees paid or Cloud Credit consumed by the Customer for the relevant Month for the affected Cloud Service.
- 1.2. **“Downtime”** means the Total Minutes in the Month during which the production version of the Cloud Service is not available, except for Excluded Downtimes.
- 1.3. **“Excluded Downtime”** means the Total Minutes in the Month attributable to a Maintenance Window; or any Major Upgrade Window for which the Customer has been notified at least 5 business days in advance; or unavailability caused by factors outside of SAP’s reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised.
- 1.4. **“Maintenance Window”** means the weekly maintenance windows for the Cloud Service identified on <https://support.sap.com/maintenance-windows>. SAP may update the Maintenance Window from time to time in accordance with the Agreement.
- 1.5. **“Major Upgrade Window”** means the extended upgrade maintenance windows for the Cloud Service identified on <https://support.sap.com/maintenance-windows>. SAP may update the Major Upgrade Window from time to time in accordance with the Agreement.
- 1.6. **“Month”** means a calendar month.
- 1.7. **“Monthly Subscription Fees”** means the monthly (or 1/12 of the annual fee) subscription fees paid for the applicable Cloud Service which did not meet the System Availability SLA.
- 1.8. **“System Availability Percentage”** is calculated and defined as follows:

$$\left(\frac{\text{Total Minutes in the Month} - \text{Excluded Downtime} - \text{Downtime}}{\text{Total Minutes in the Month} - \text{Excluded Downtime}} \right) * 100$$
- 1.9. **“System Availability SLA”** means a 99.7% System Availability Percentage during each Month for the production version of the Cloud Service.
- 1.10. **“Total Minutes in the Month”** are measured 24 hours at 7 days per week during a Month.
- 1.11. **“UTC”** means Coordinated Universal Time standard is the start time for the applicable Maintenance Window and Major Upgrade Window.

2. SYSTEM AVAILABILITY SLA AND CREDITS

- 2.1. Credit

If SAP fails to meet the System Availability SLA for a particular Month, Customer may claim a Credit, which Customer may apply to a future invoice for the Cloud Service that did not meet the System Availability SLA (subject to Sections 2.1.1 and 2.1.2 below).
- 2.1.1. Claims for a Credit must be made in good faith and through a documented submission of a support case within 30 business days after the end of the relevant Month in which SAP did not meet the System Availability SLA for the Cloud Service.
- 2.1.2. Customers who have not subscribed to the Cloud Service directly from SAP must claim the Credit from their applicable SAP partner.
- 2.2. System Availability Report

SAP will provide Customer with a monthly report describing the System Availability Percentage for the Cloud Service either by email following a request to Customer's assigned SAP account manager; through the Cloud Service; or through an online portal made available to Customer, if and when such online portal is available.

3. CHANGES TO WINDOWS

- 3.1. SAP shall provide Customer 1 month's advance notice before changing its Maintenance and Major Upgrade Windows (unless such change is a reduction in the duration of the applicable Maintenance or Major Upgrade Windows). If Customer wishes to be notified of changes to Maintenance Windows and Major Upgrade Windows via email, it must subscribe to receive notifications at <https://support.sap.com/maintenance-windows>.

Schedule 9: Contract Management

1. PROJECT MANAGEMENT

- 1.1. The Buyer shall appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

The Supplier shall appoint a Client Delivery Manager for operational management, ensuring contract adherence, service delivery, and continuous improvement, and a Technical Services Manager responsible for overseeing the customer landscape, providing technical support, and advising on critical changes while delivering SAP Enterprise Cloud services.

- 1.2. The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 1.3. Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule and comply with their respective obligations.

2. Role of the Supplier Contract Manager

- 2.1. The Supplier's Contract Manager's shall be:
- 2.1.1. the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 2.1.2. able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
 - 2.1.3. able to cancel any delegation and recommence the position himself; and
 - 2.1.4. replaced only after the Buyer has received notification of the proposed change.
- 2.2. The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 2.3. Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

3. ROLE OF THE OPERATIONAL STEERING GROUP

- 3.1. The Operational Steering Group shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 3.2. The Operational Steering Group members, frequency and location of board meetings and planned start date by which the board shall be established are set out in Annex 2.
- 3.3. In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 3.4. Each Party shall ensure that its Steering Group members shall make all reasonable efforts to attend Steering Group meetings at which that Steering Group member's attendance is required. If any Steering Group member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Steering Group meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the Steering Group meeting.
- 3.5. The purpose of the Operational Steering Group meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

4. Contract Risk Management

- 4.1. Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 4.2. The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 4.2.1. the identification and management of risks;
 - 4.2.2. the identification and management of issues; and
 - 4.2.3. monitoring and controlling project plans.
- 4.3. The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 4.4. The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

Annex: Contract Groups

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

1. SERVICE DELIVERY

The Parties agree to attend the following governance meetings throughout the Term of the Agreement:

Meeting	Frequency [and location]	Purpose	TfL	Supplier
Service Delivery review	Monthly Location: remote / in person at Buyer's site	Review of service for previous period Key resourcing changes Agree and discuss risks and mitigations Infrastructure needs	SAP Management team	<ul style="list-style-type: none"> Incident and Change Manager Functional Service Delivery manager
Quarterly Review	Every 3 months Location: remote / in person at Buyer's site	<ul style="list-style-type: none"> Corporate updates (Supplier and TfL) Quarterly performance update service <ul style="list-style-type: none"> Delivery Risks/issues Commercials Strategy Engagement update Roadmap - Opportunities for development 	<ul style="list-style-type: none"> [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] 	<ul style="list-style-type: none"> Client Partner Technical Services Manager
Major Incident Management	Ad hoc as required	<ul style="list-style-type: none"> Discuss major incidents 	<ul style="list-style-type: none"> Major Incident Manager (MIM) 	<ul style="list-style-type: none"> Account Manager / major incident manager assigned at the relevant time

Annex 2

Operational Steering Group

Buyer Representatives	Supplier Representatives
<ol style="list-style-type: none">1. Head of ERP Portfolio2. T&D SAP Service Owner3. T&D Enterprise Architect4. Plus supporting staff as required (not required to be quorate)	<ol style="list-style-type: none">1. TfL Account Director2. Client Delivery Manager3. Technical Services Manager

Frequency: as reasonably required by the Buyer

Location: remote/ at Buyer site

Schedule 10: Specification and Services

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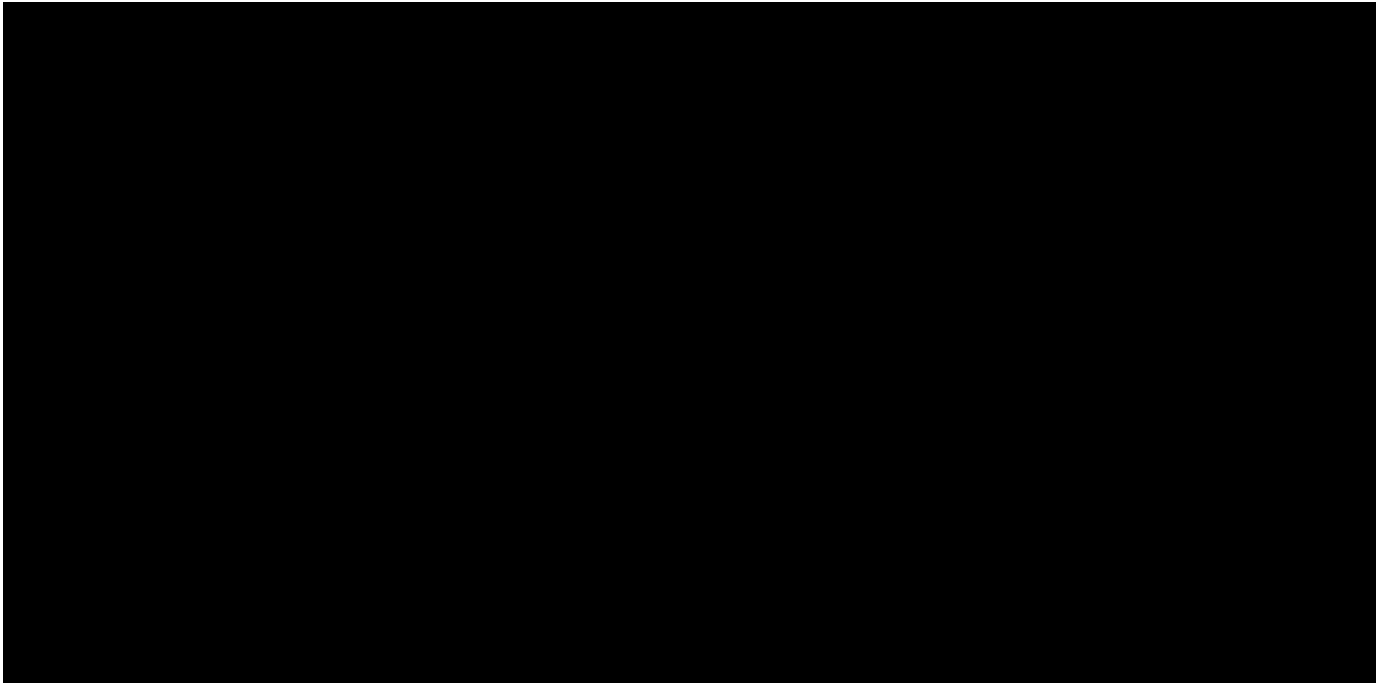
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Age Group	Percentage
18-24	85%
25-34	75%
35-44	65%
45-54	55%
55-64	45%
65-74	35%
75-84	25%
85-94	15%
95-104	10%
105-114	5%

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Row	Short Bar Length (approx. %)	Long Bar Length (approx. %)
1	5	20
2	5	100
3	5	40
4	5	85
5	5	20
6	5	100
7	5	15
8	5	90
9	5	25
10	5	100
11	5	40
12	5	85
13	5	20
14	5	100
15	5	15

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Row	Short Bar Length (approx. %)	Long Bar Length (approx. %)
1	100	100
2	10	10
3	10	100
4	10	45
5	10	85
6	10	100
7	10	100
8	10	100
9	10	45
10	10	85

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A horizontal bar chart with 12 rows of data. Each row consists of a small black square on the left and a long black bar extending to the right. The bars vary in length, with some being nearly full-width and others being significantly shorter. The bars are arranged in a staggered fashion, with some starting at the top and others slightly offset.

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Government	Percentage
Current government	85%
Previous government	15%

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Category 3	55
Category 4	75
Category 5	85
Category 6	100
Category 7	20
Category 8	80

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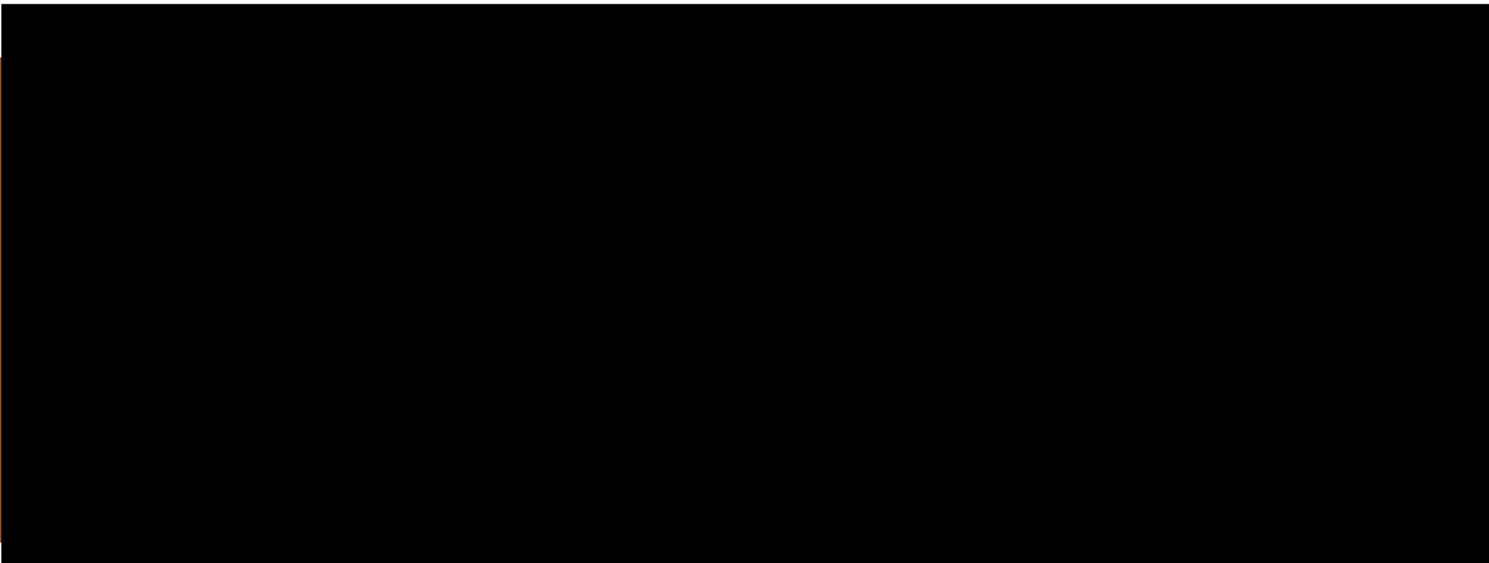
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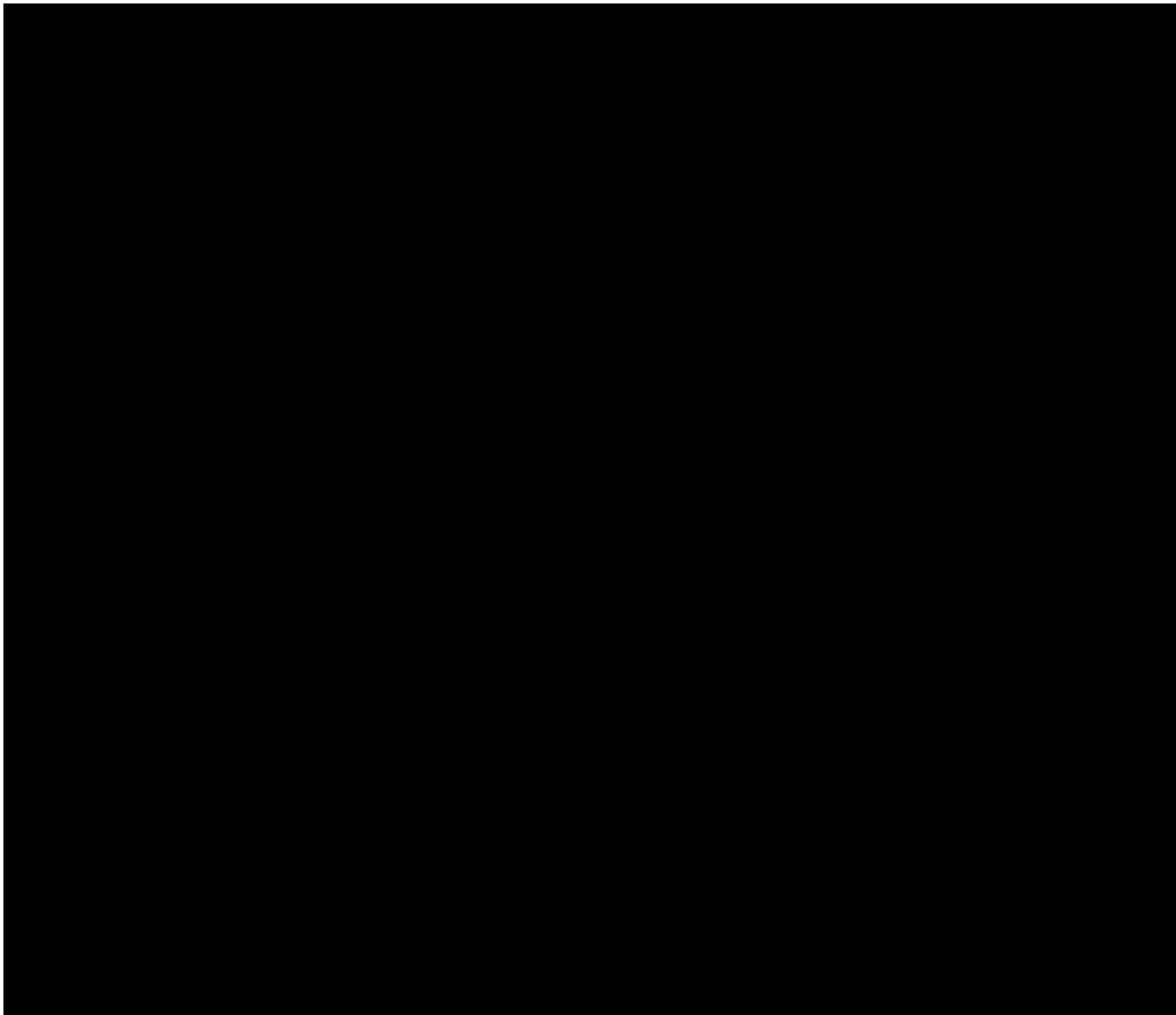
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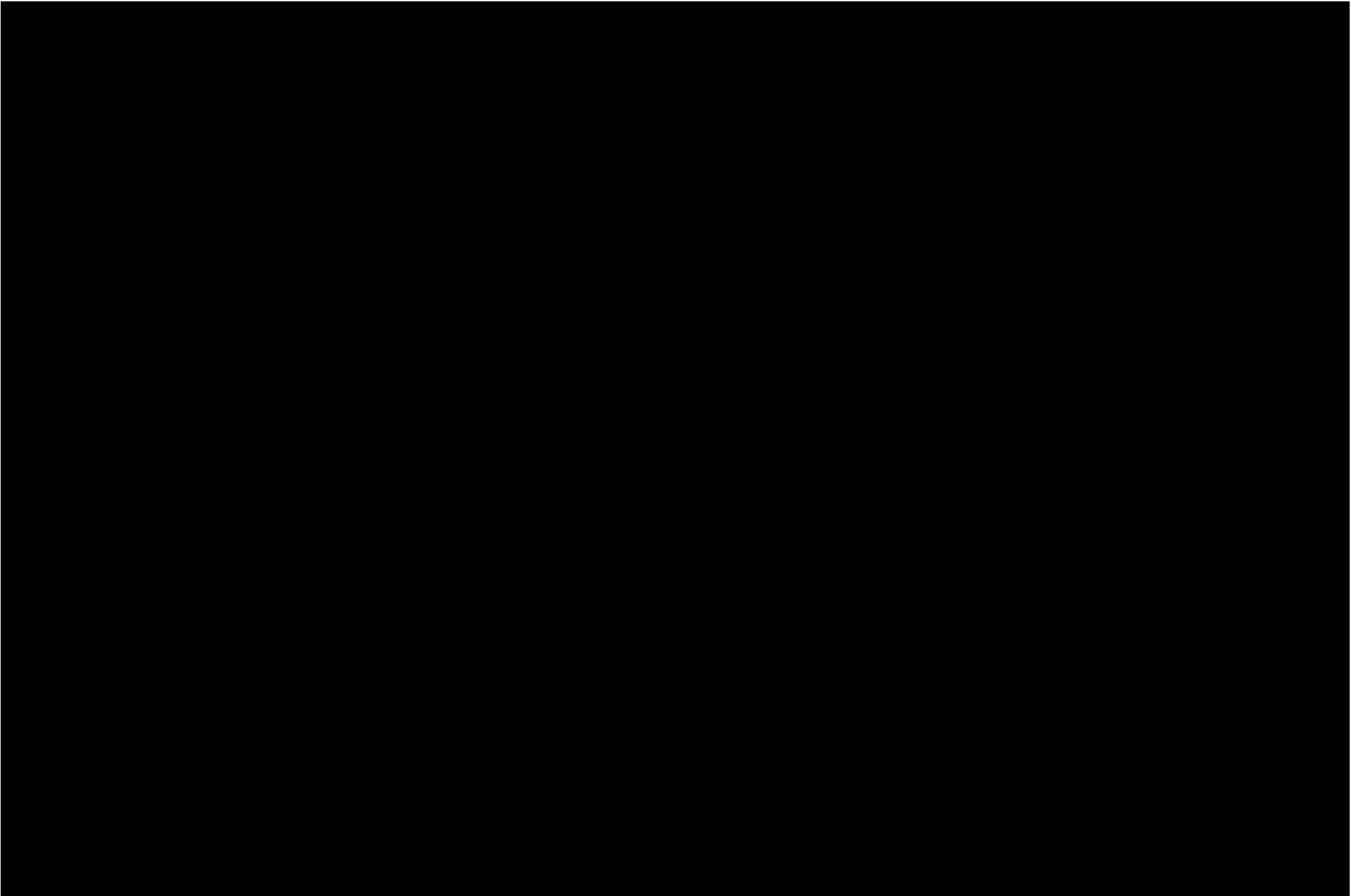
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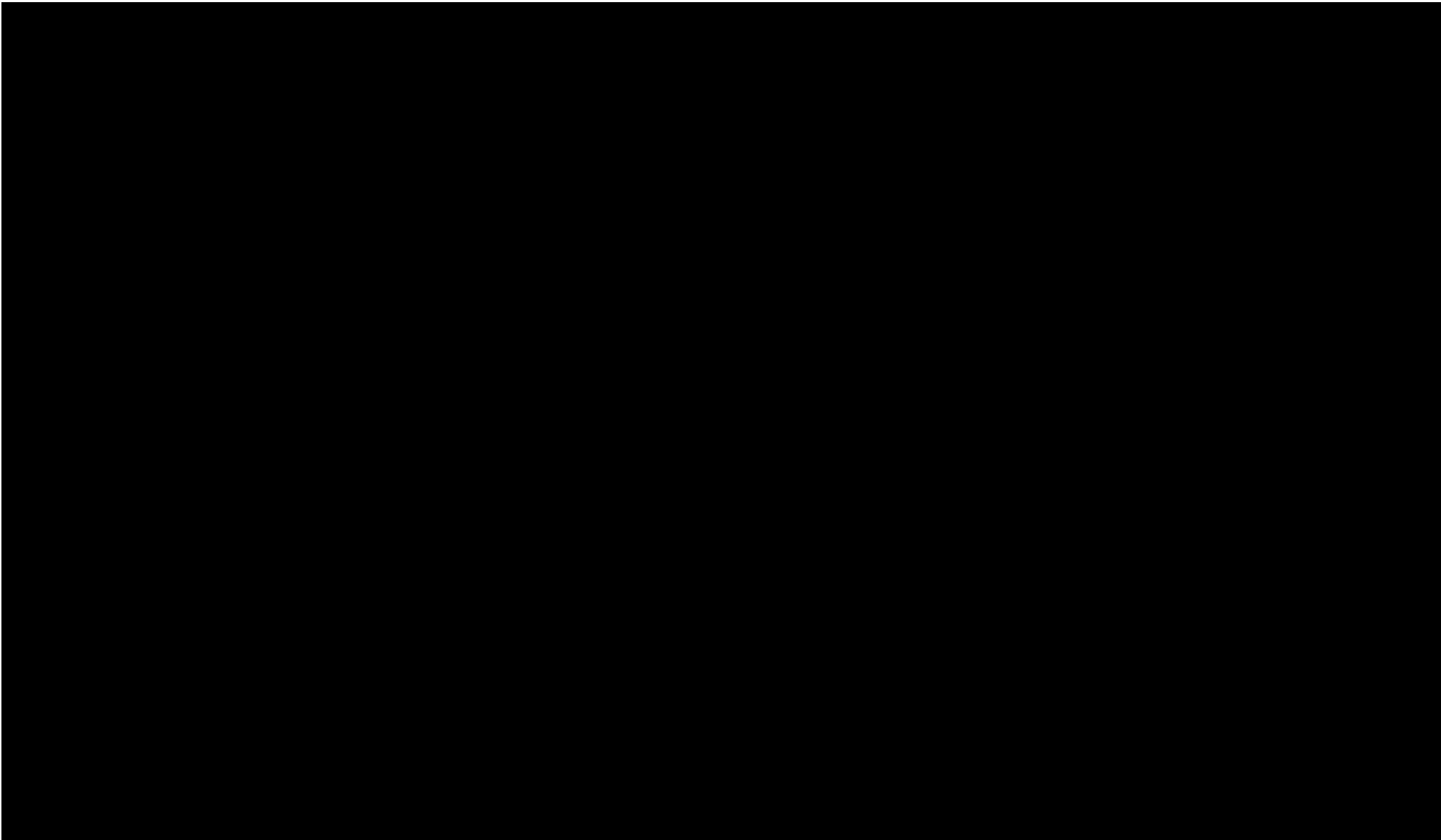
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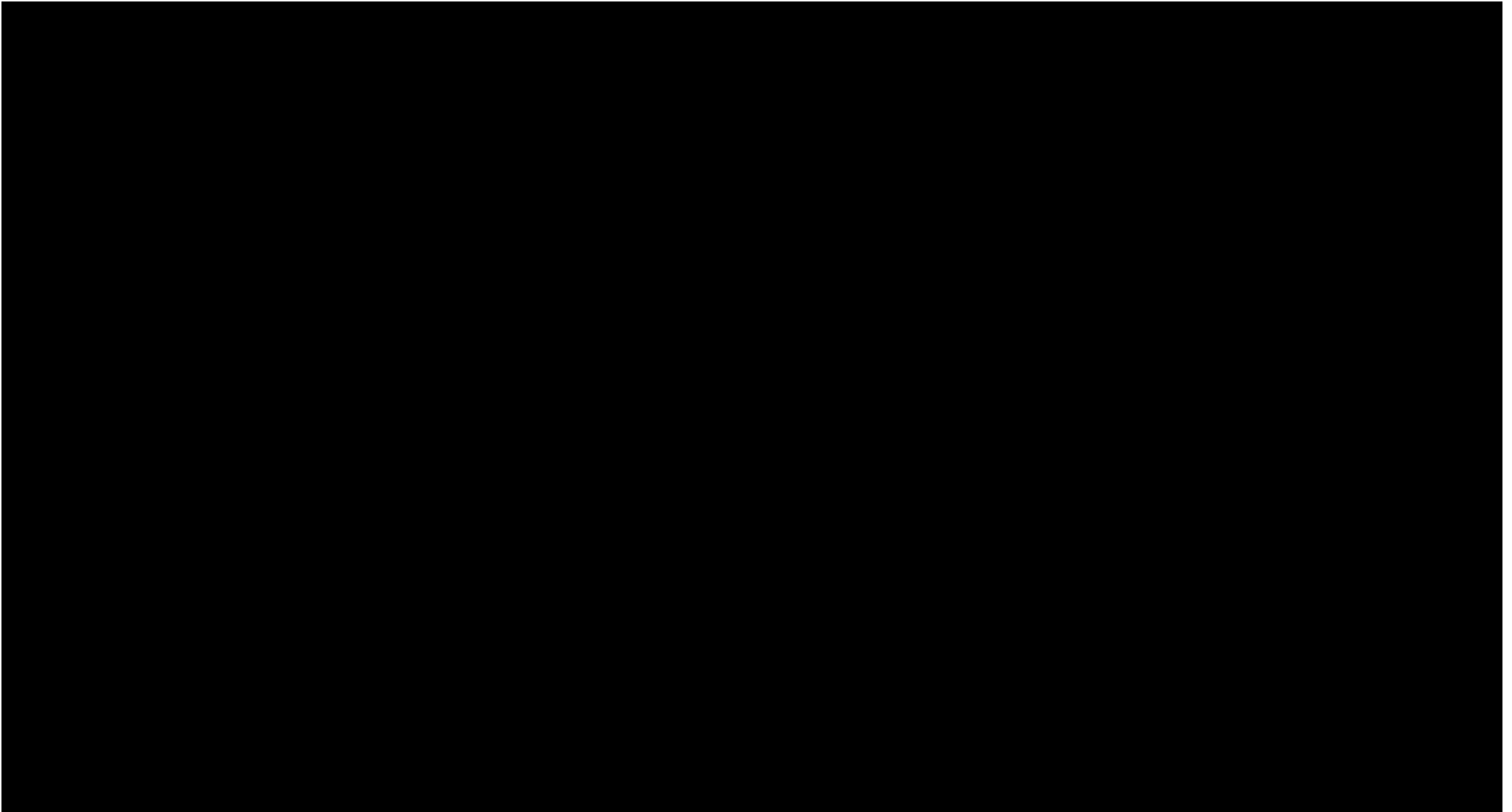
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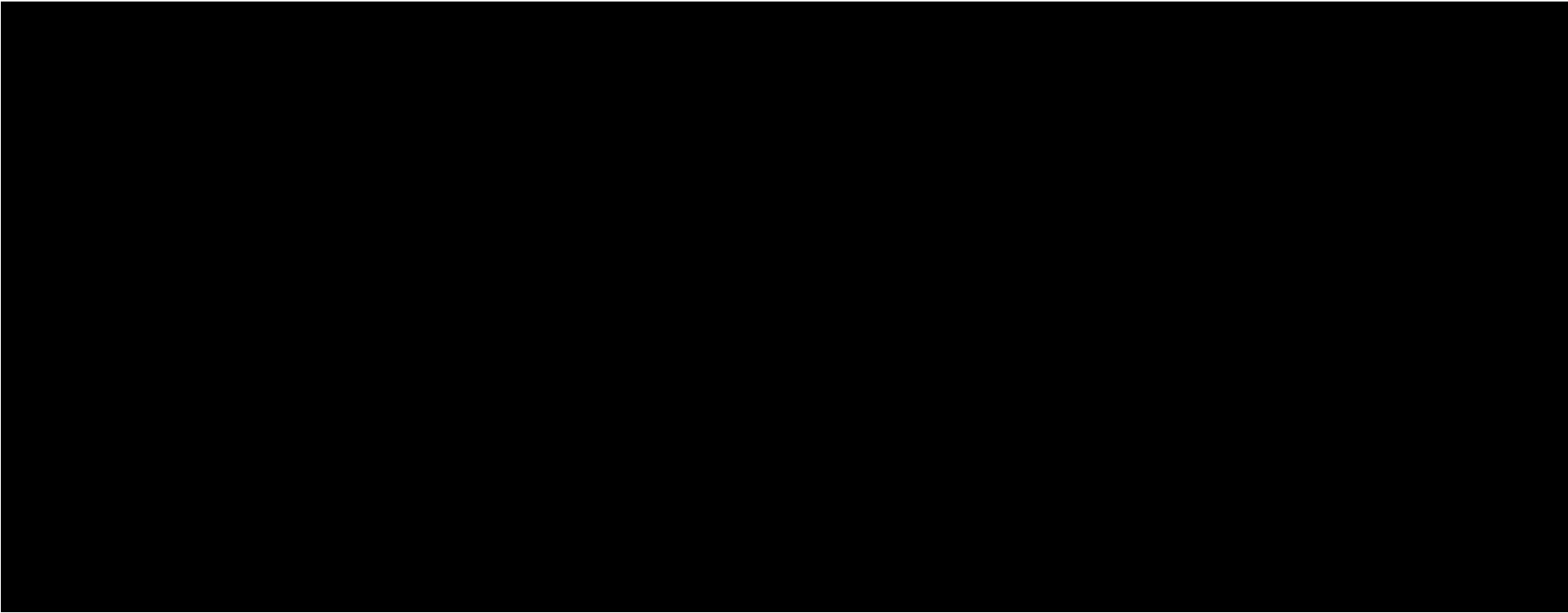


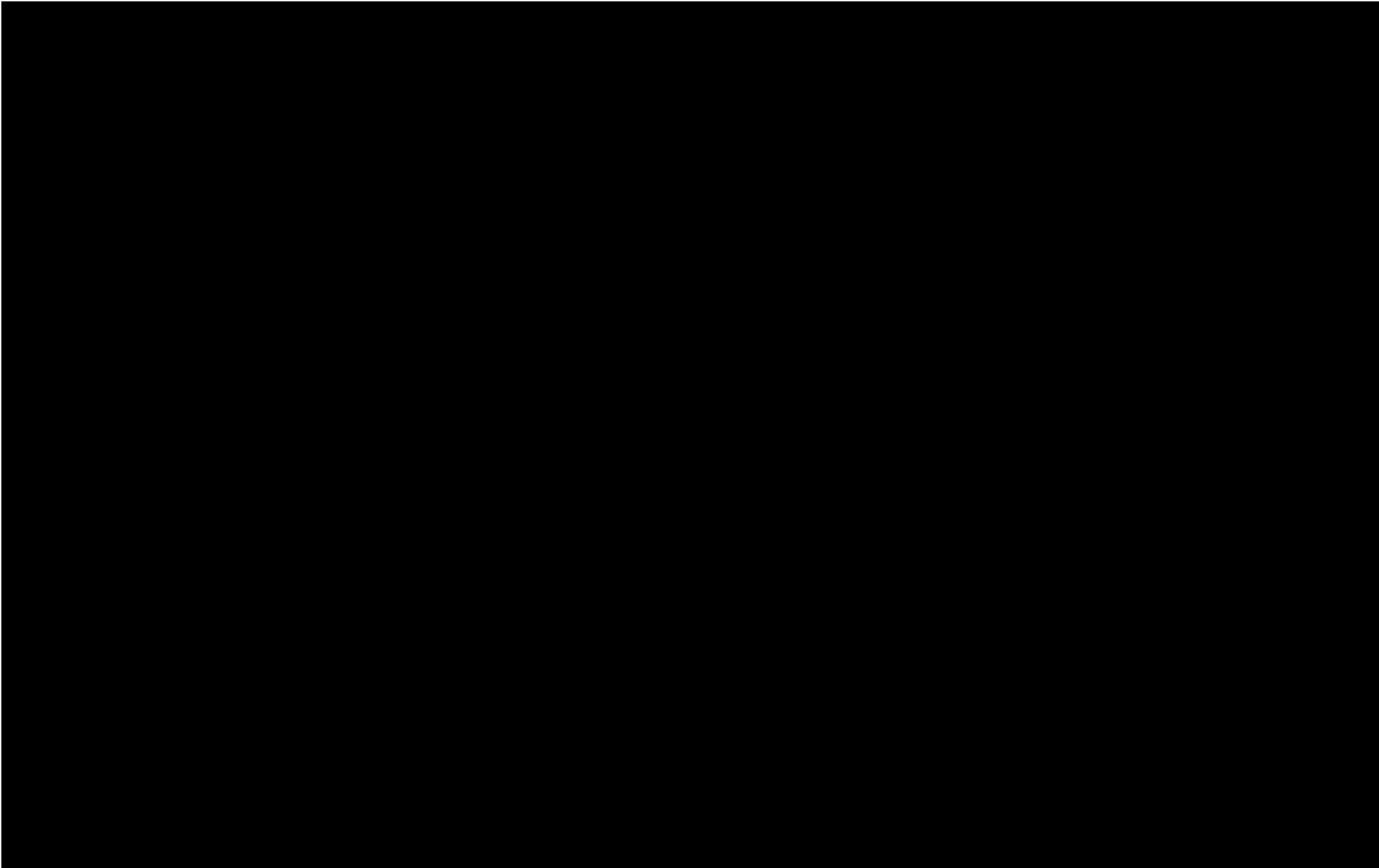




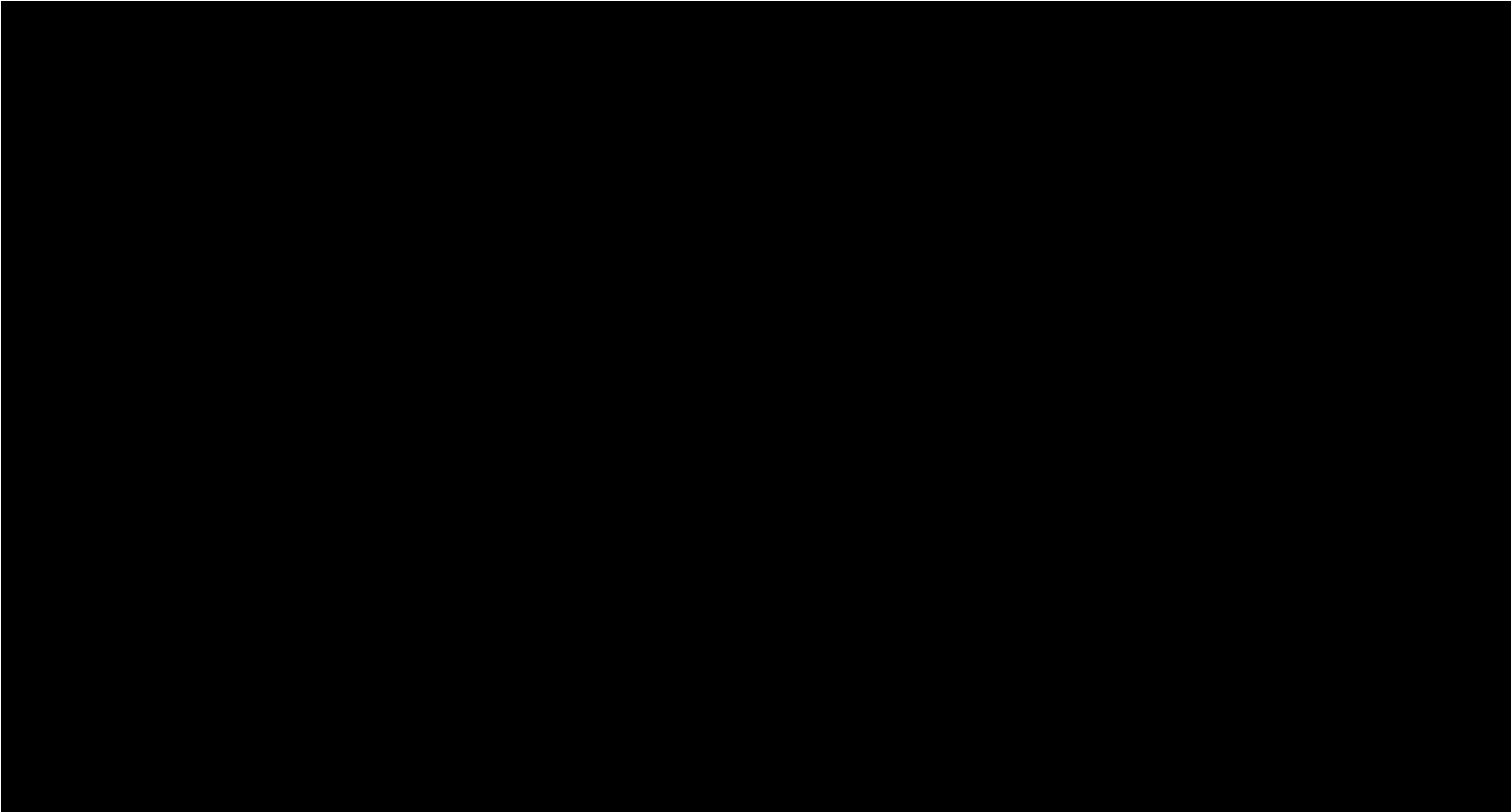


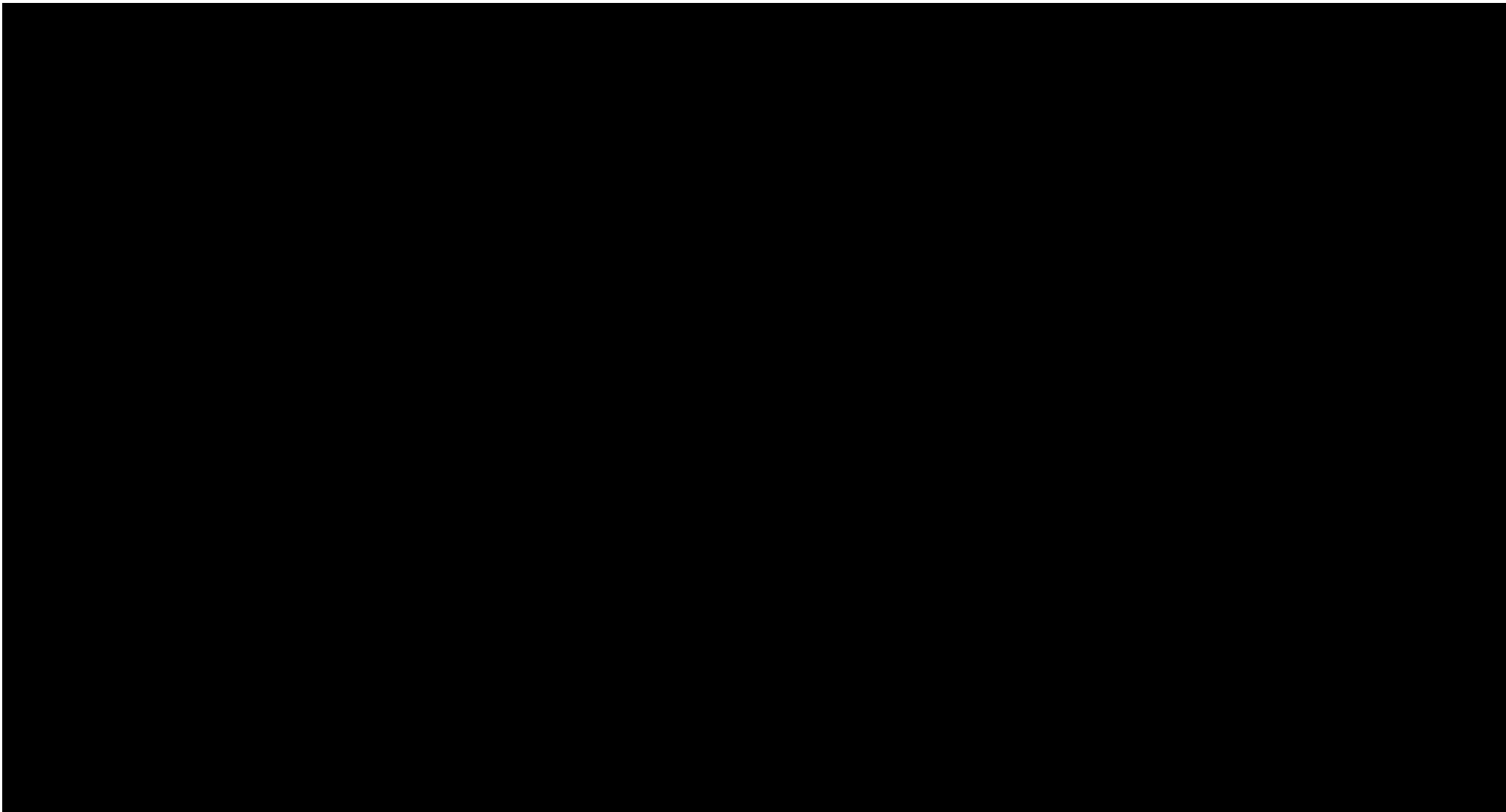




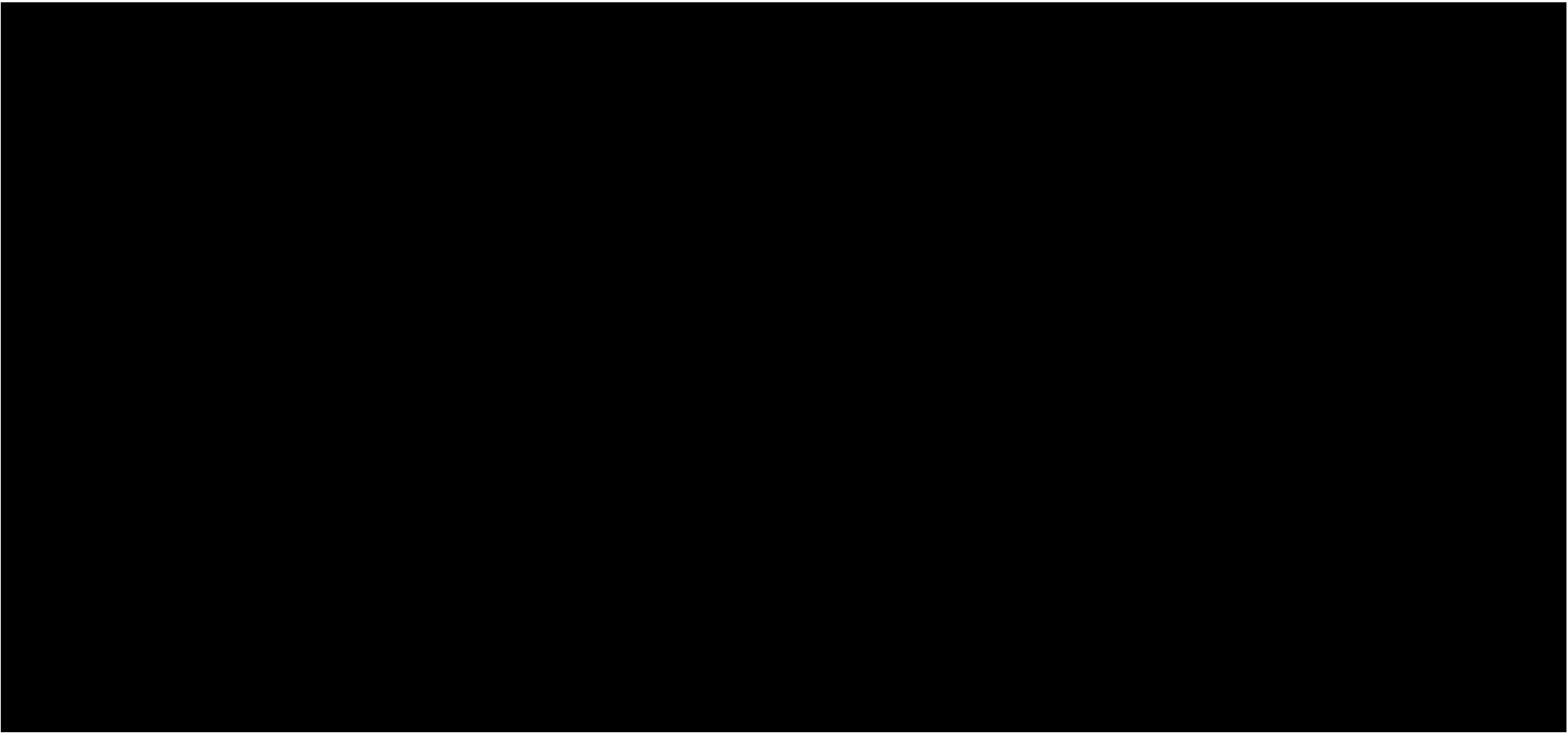


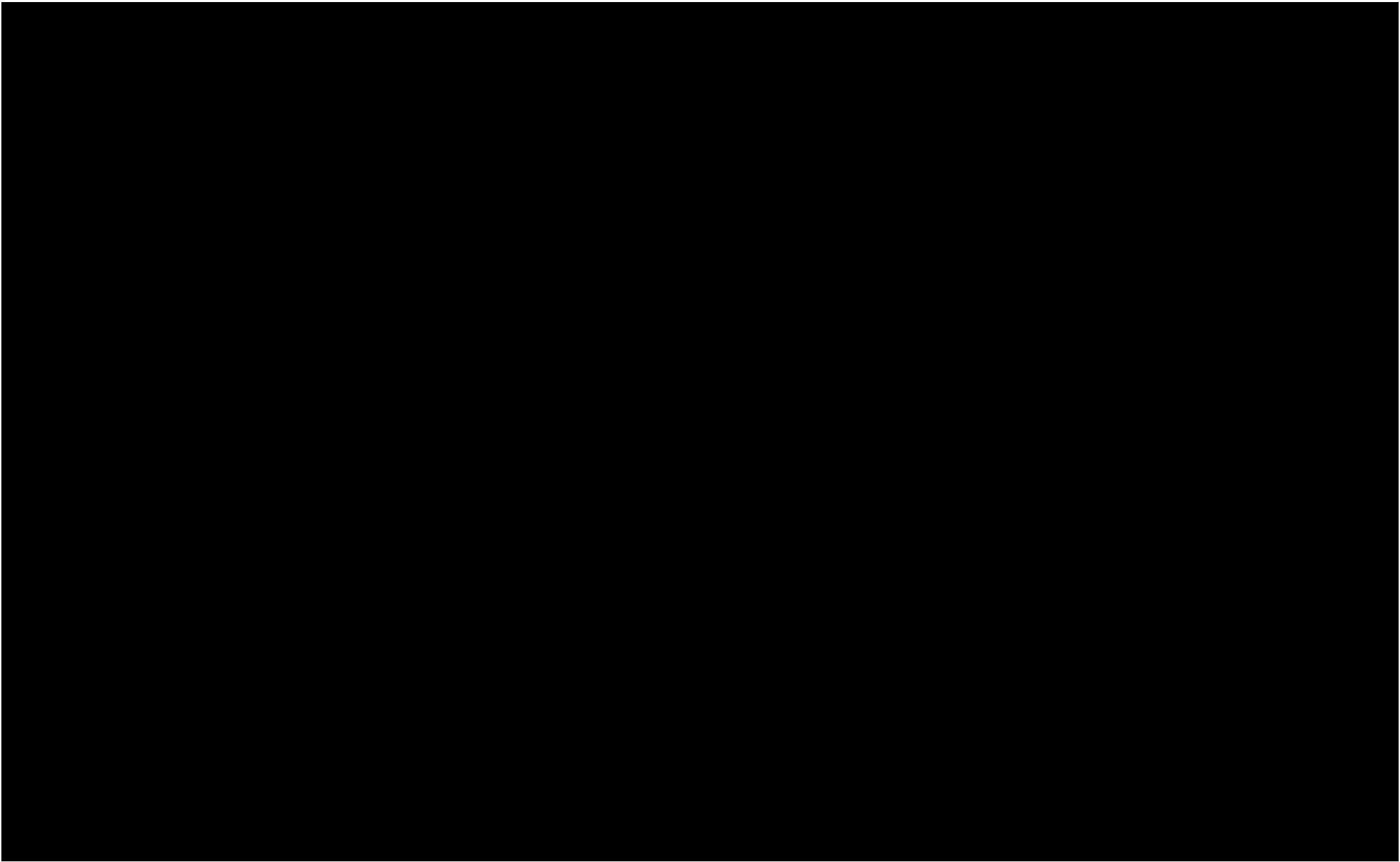




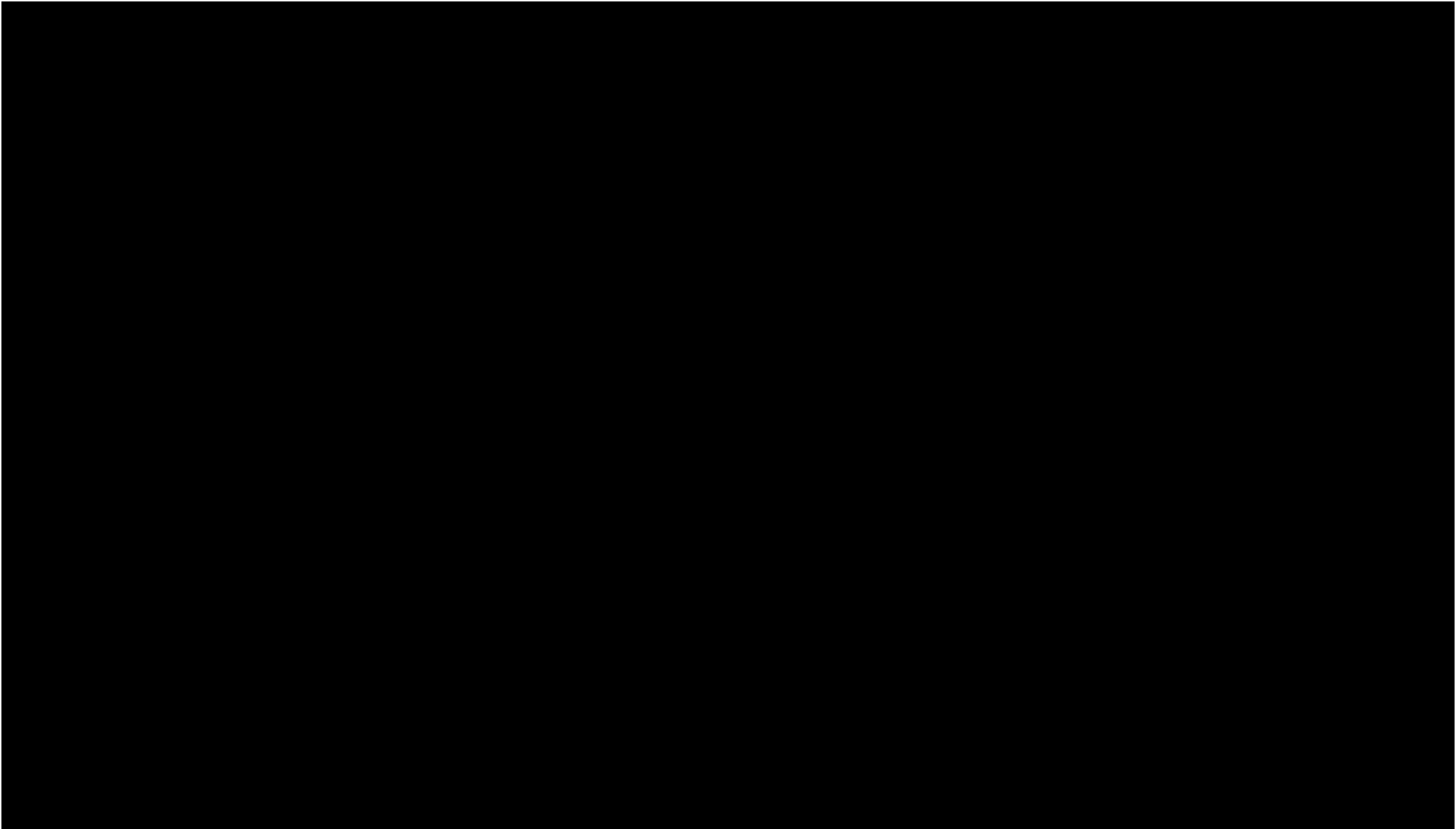




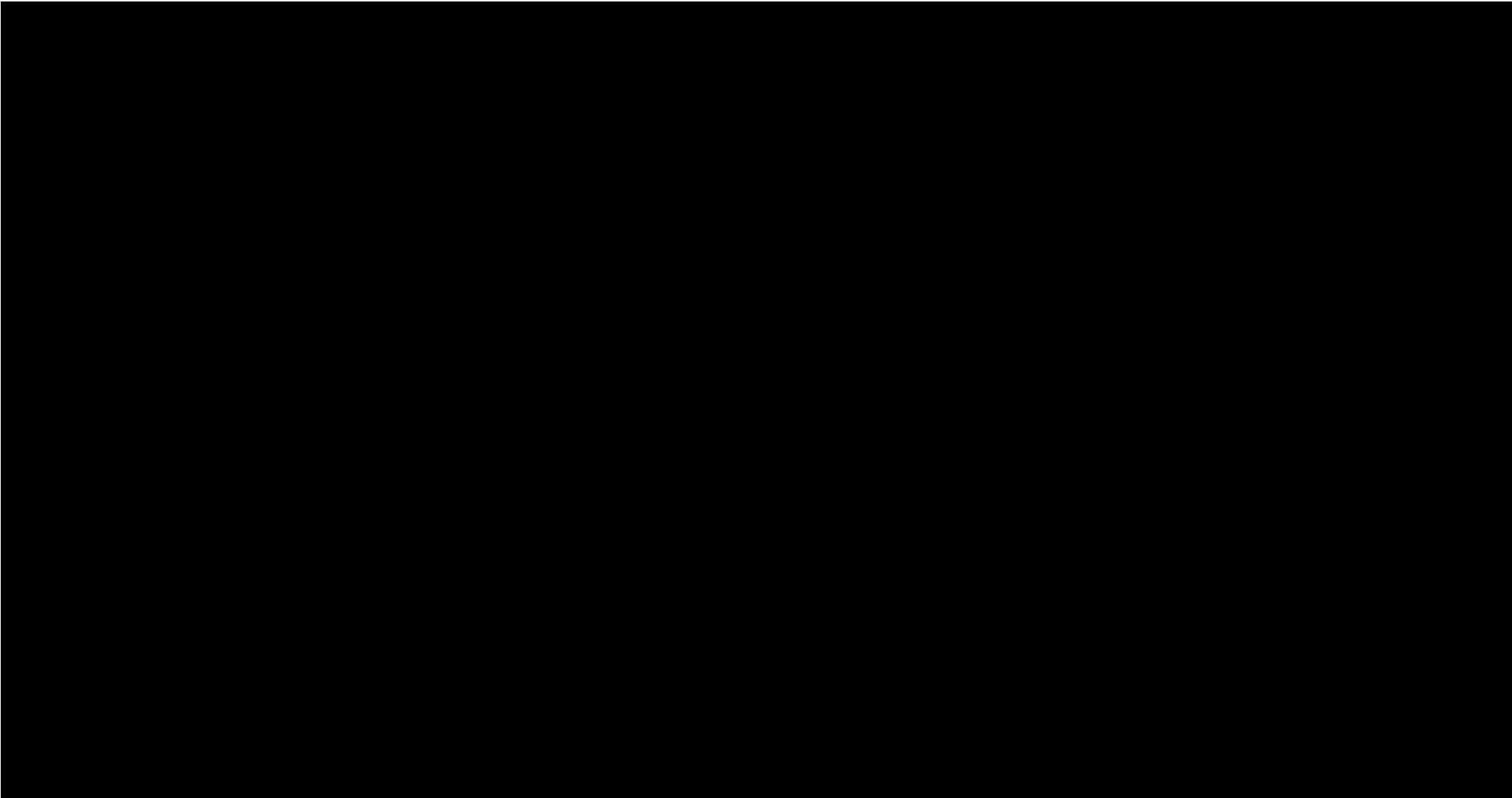


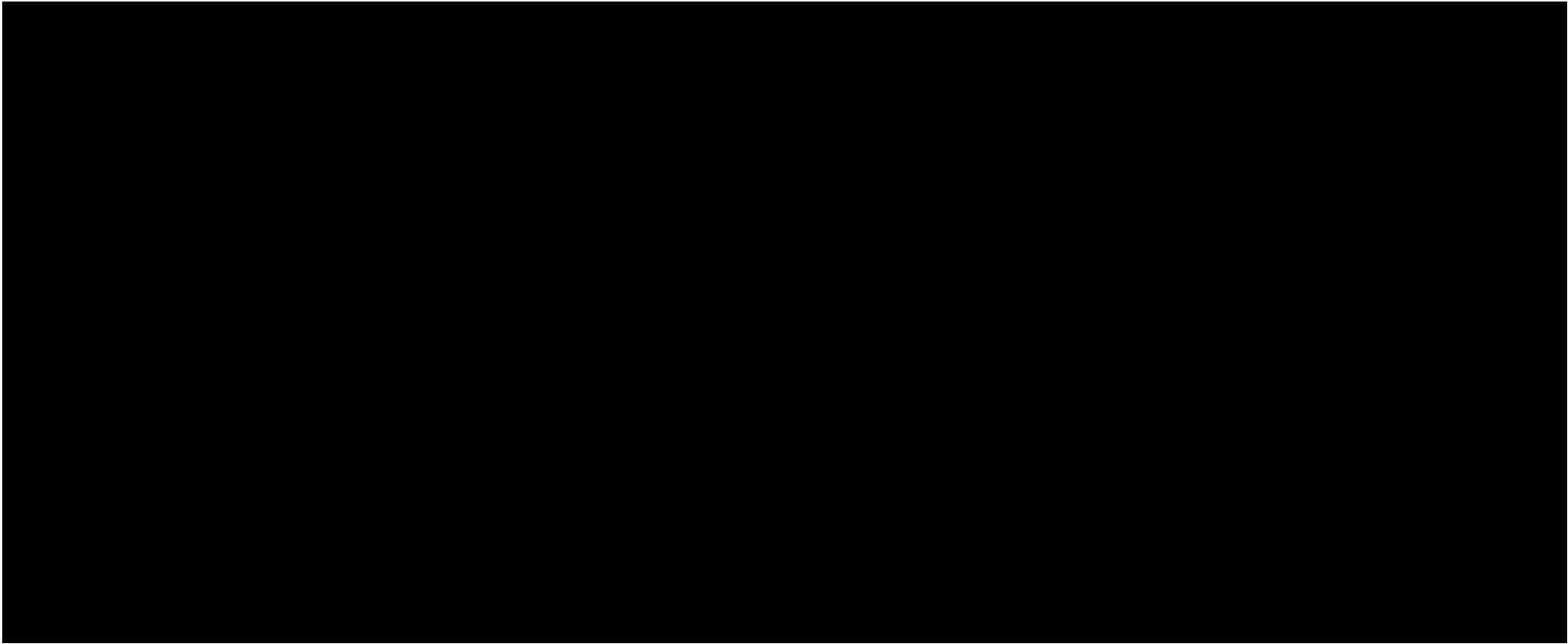






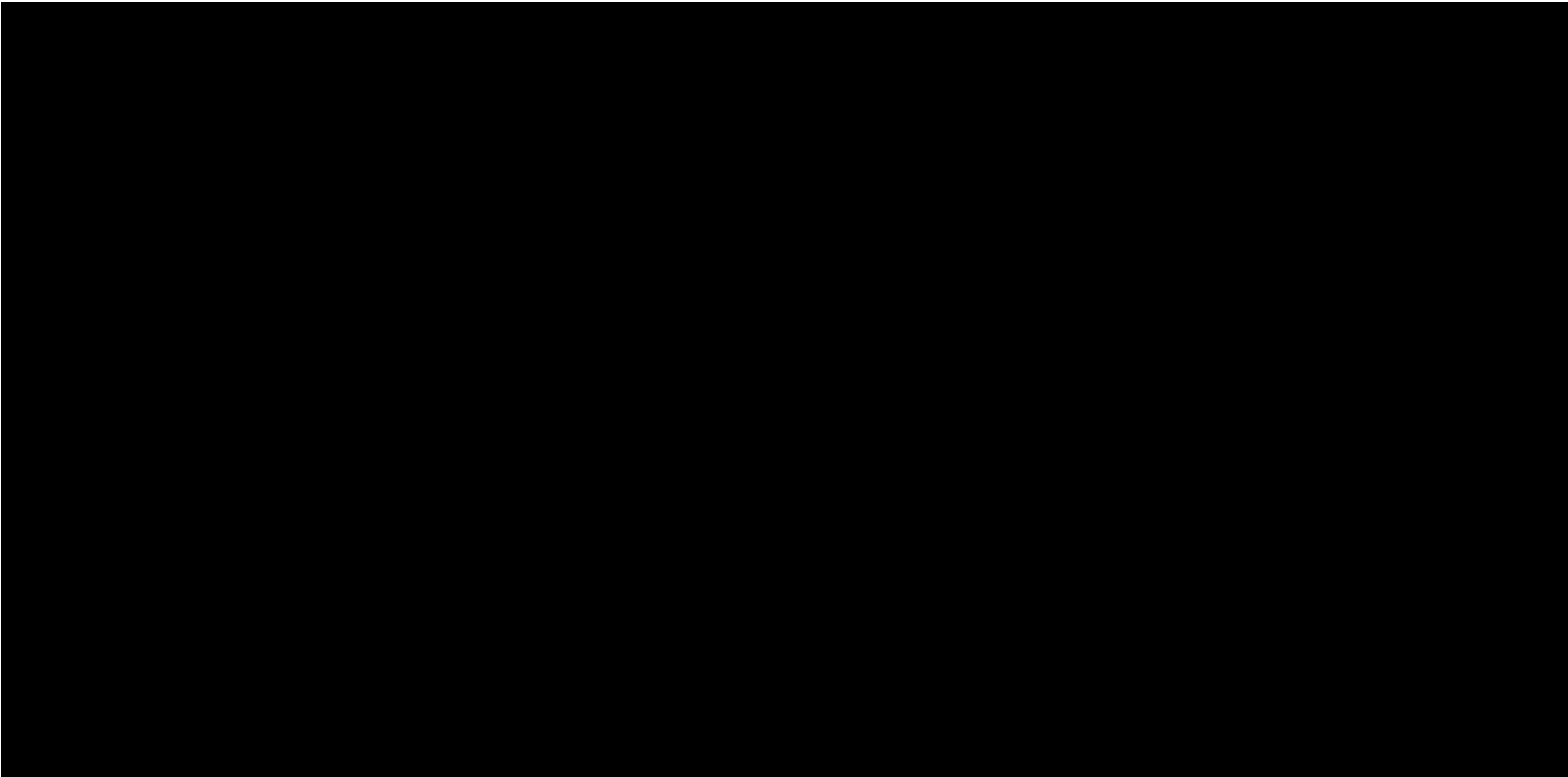


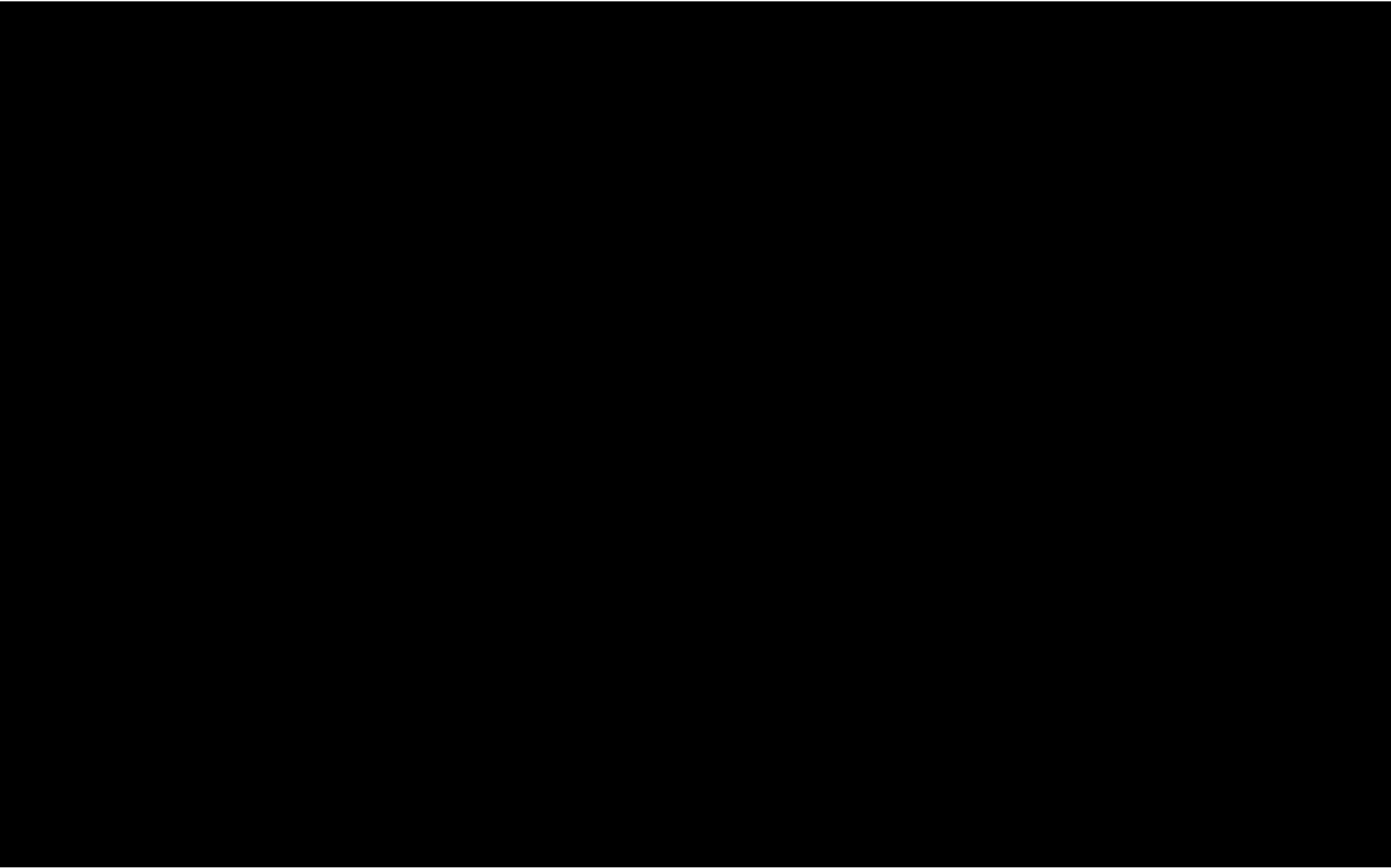


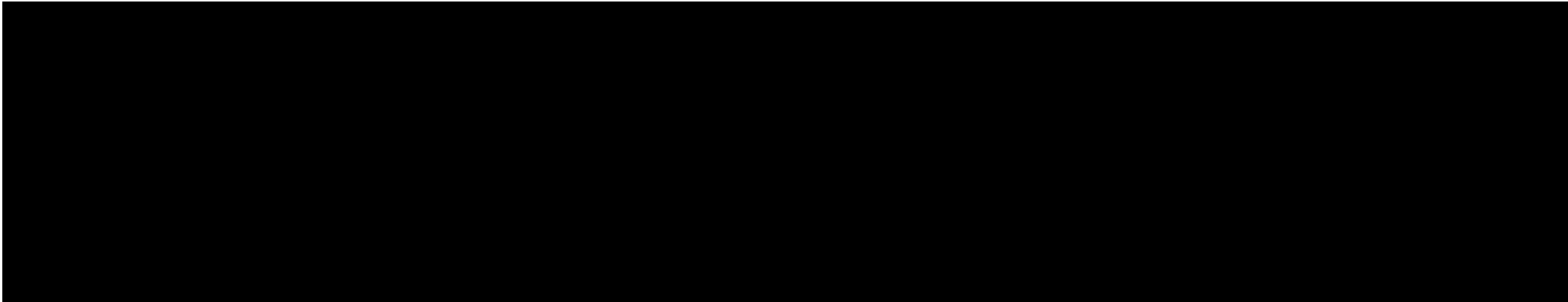


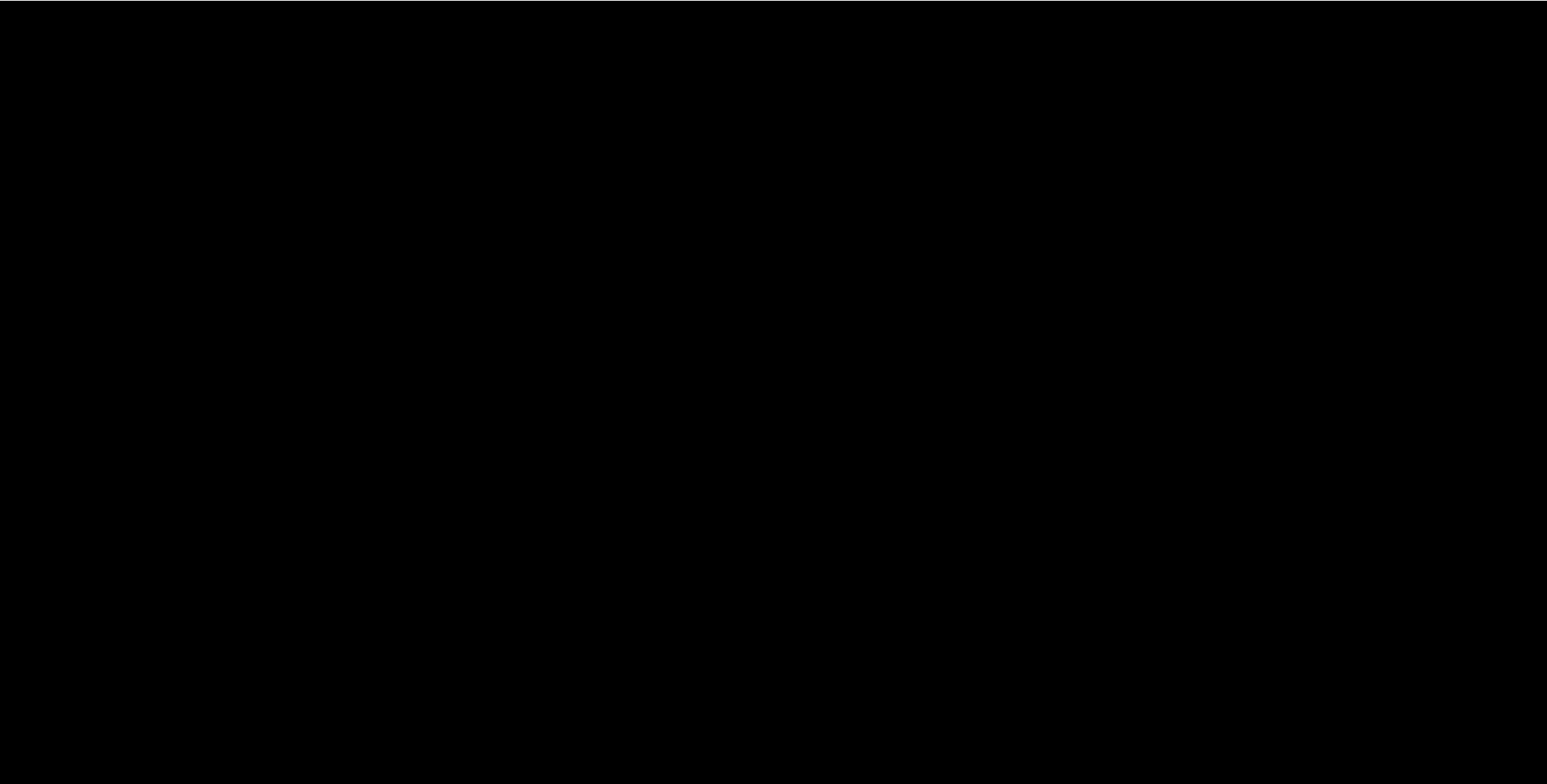




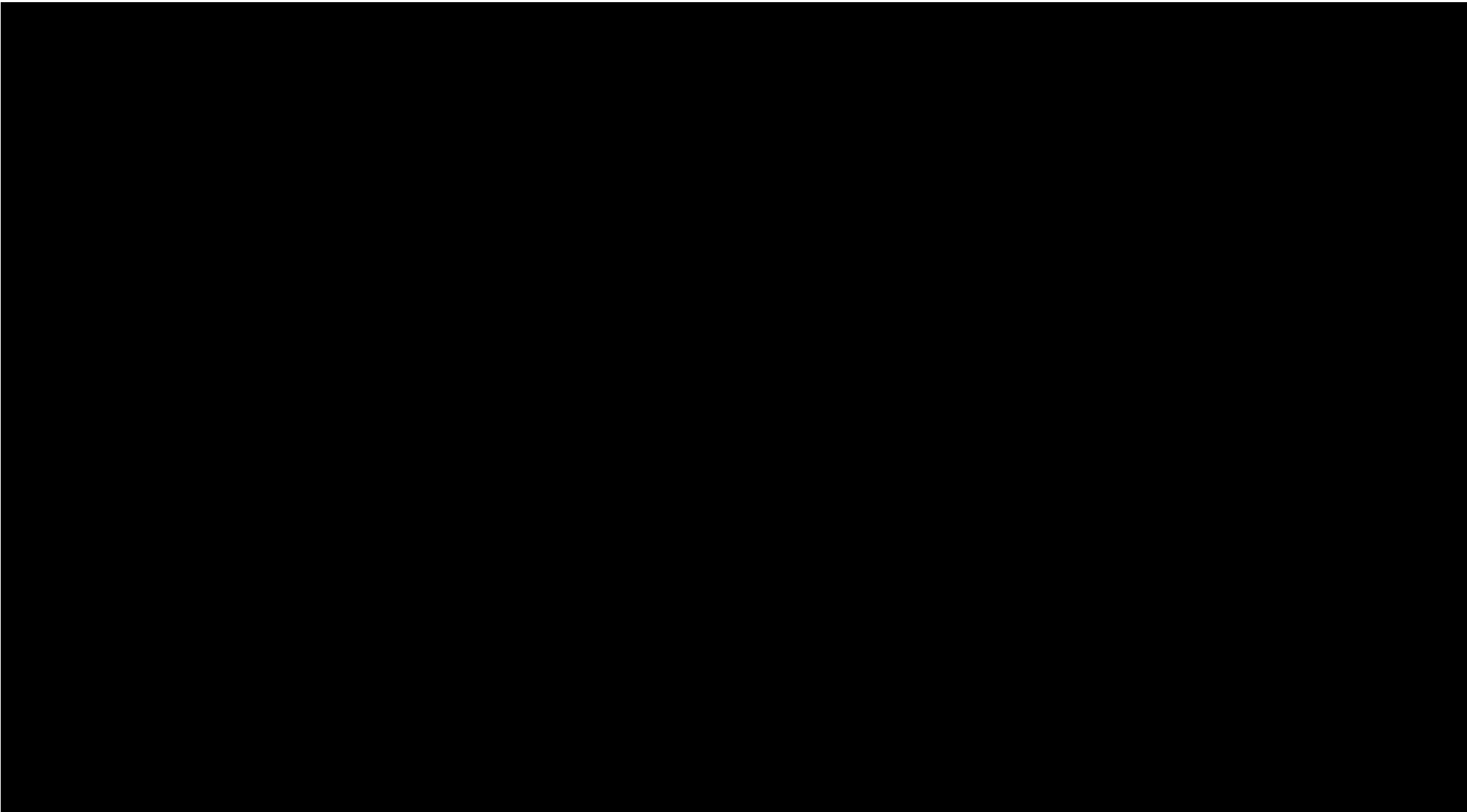


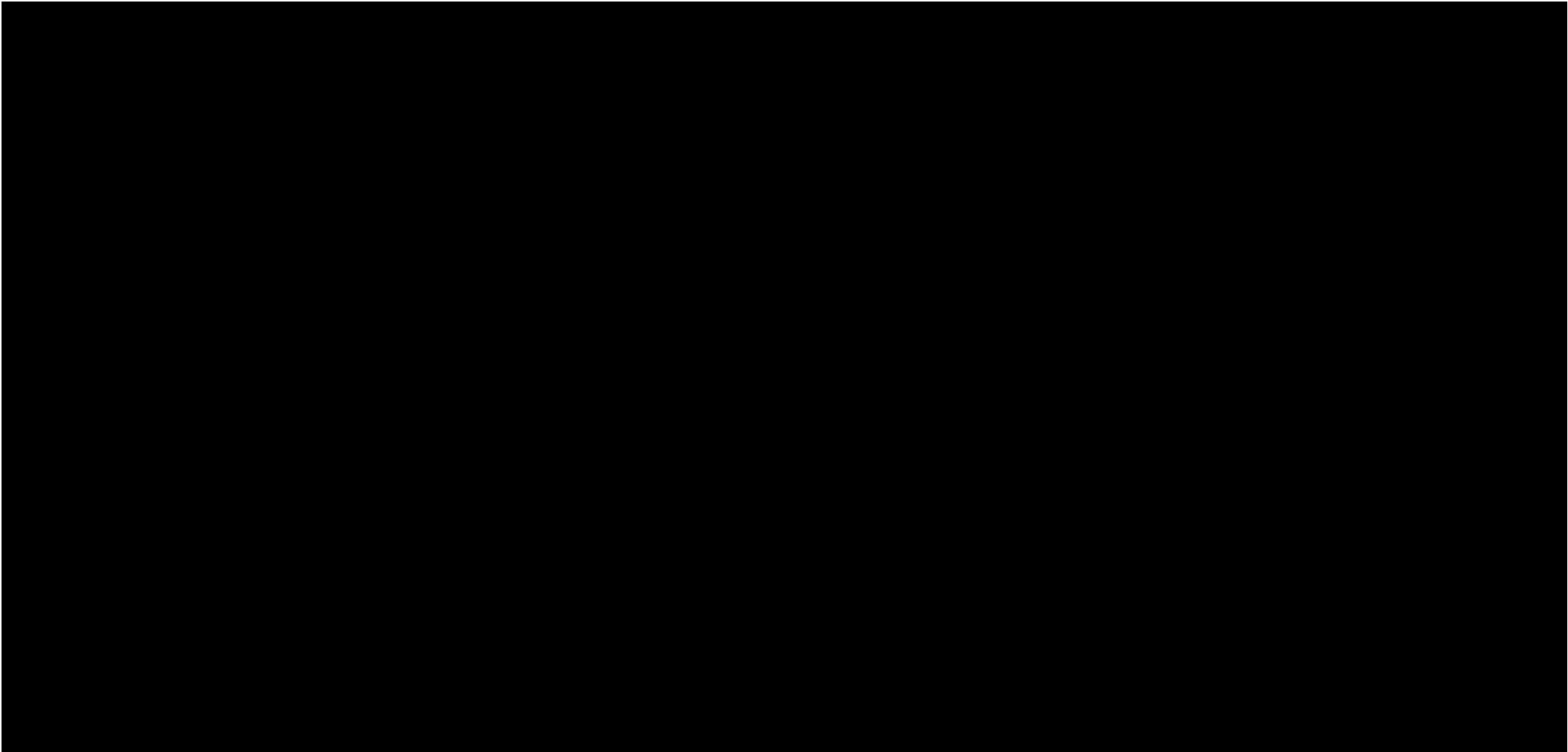


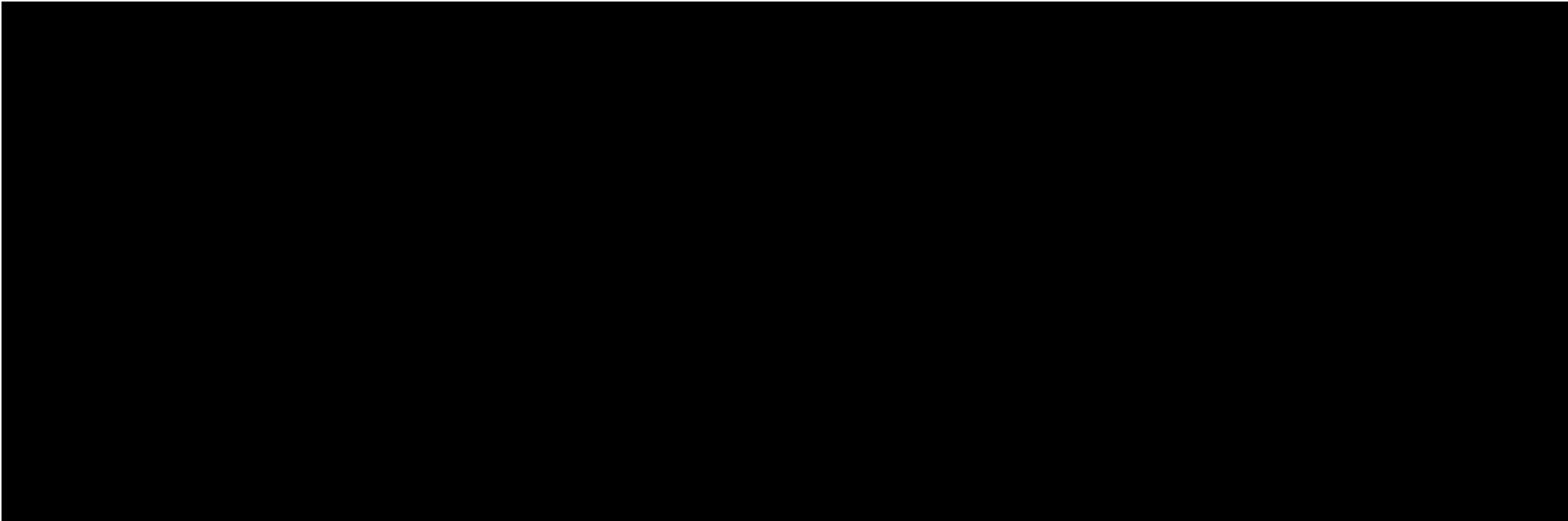


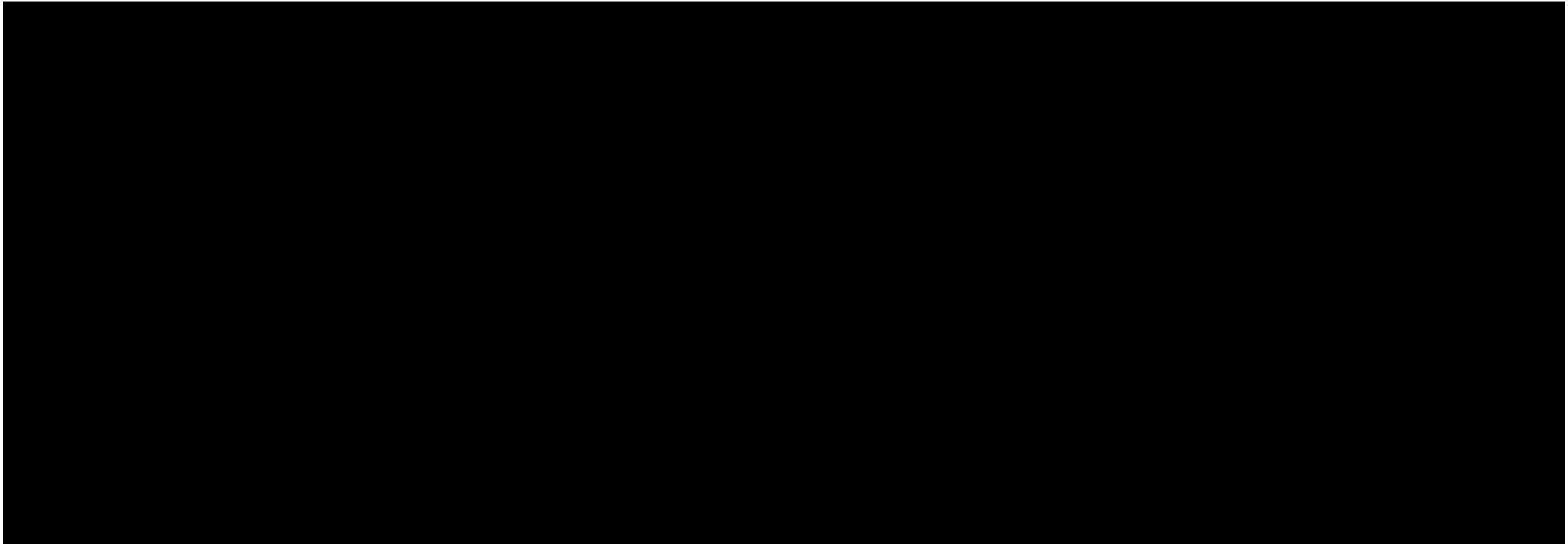


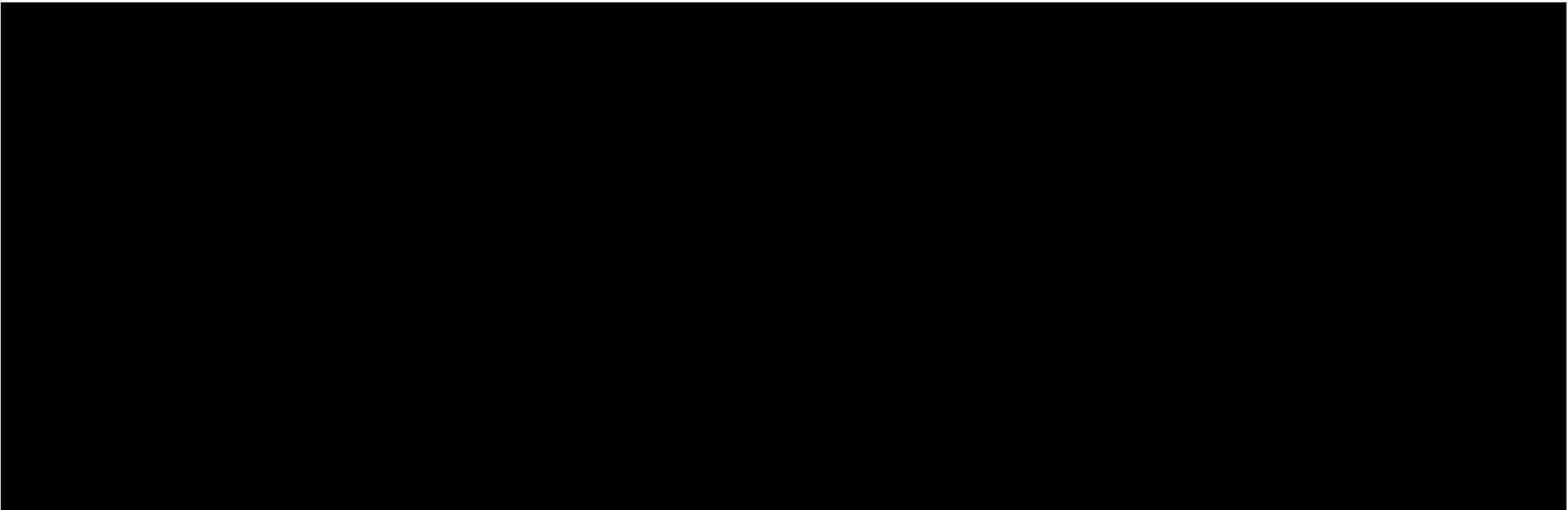


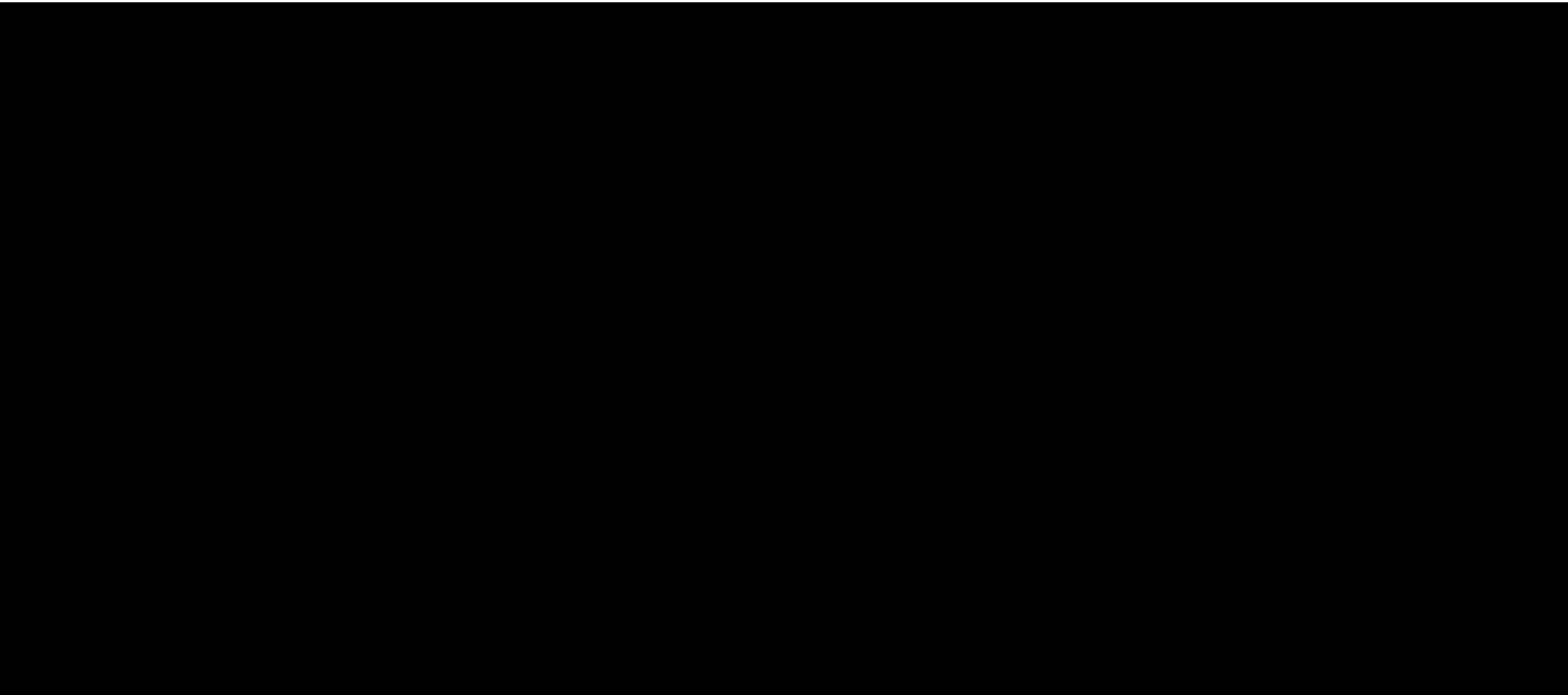




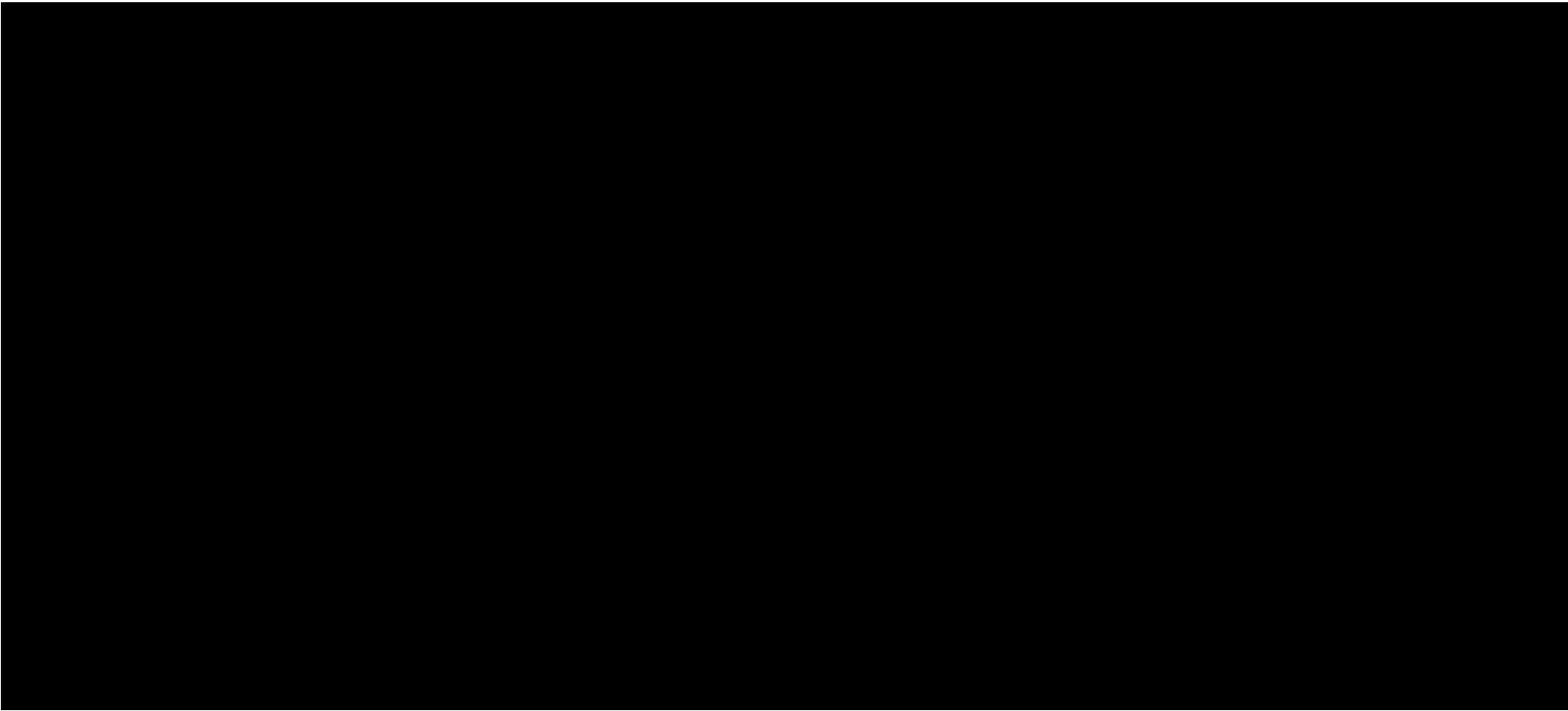


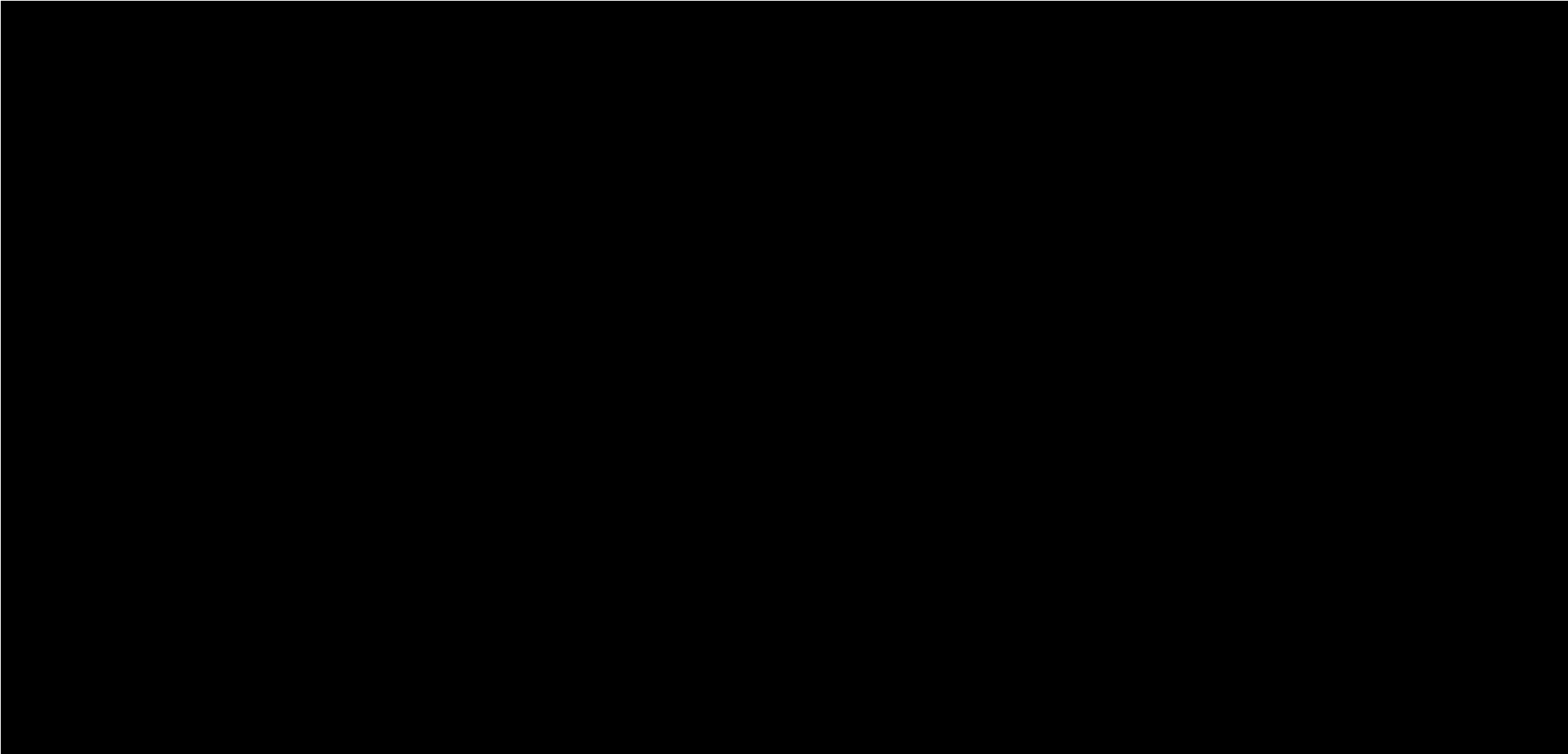




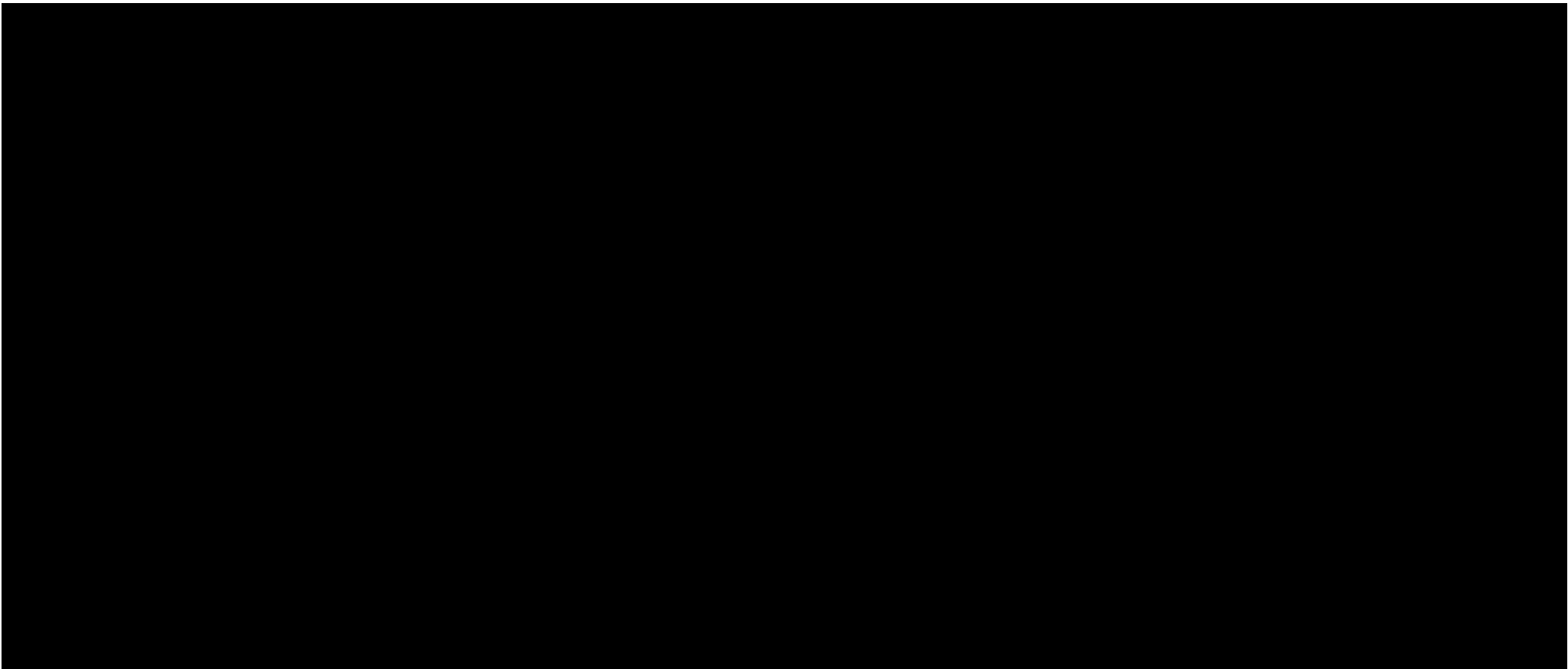




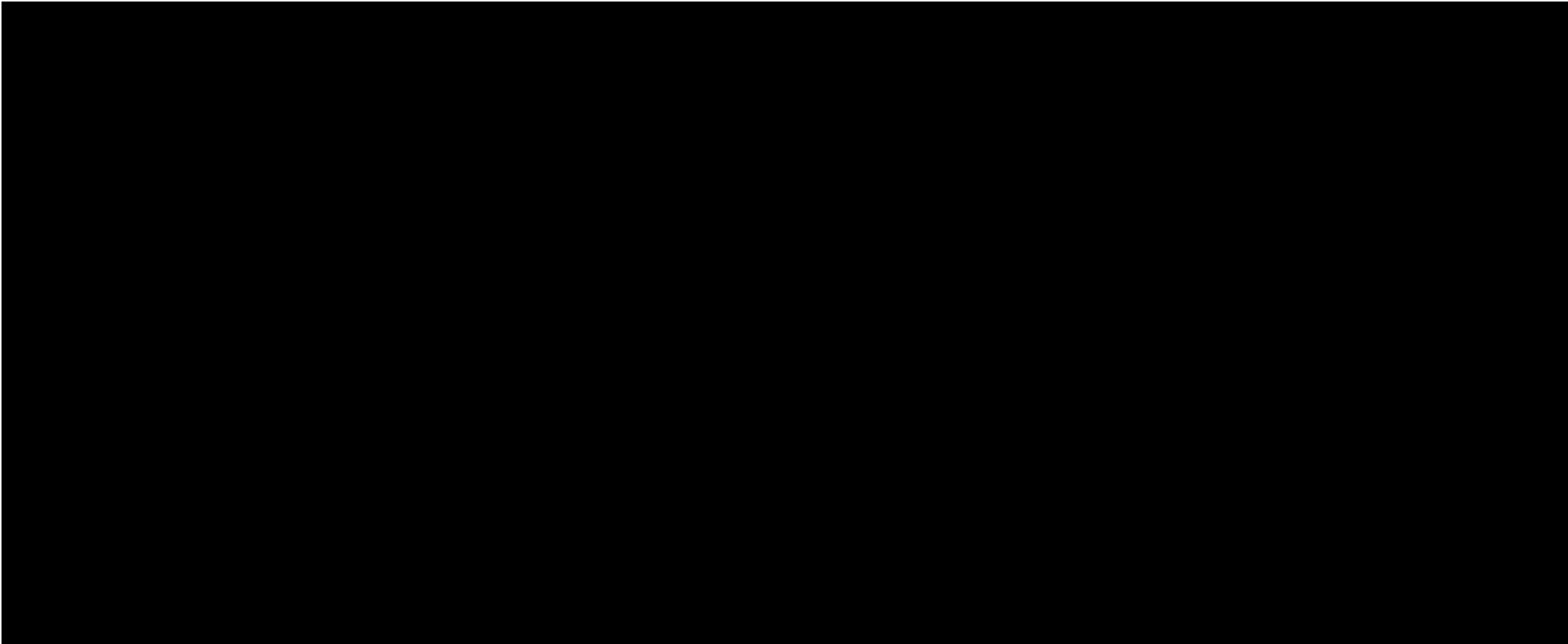


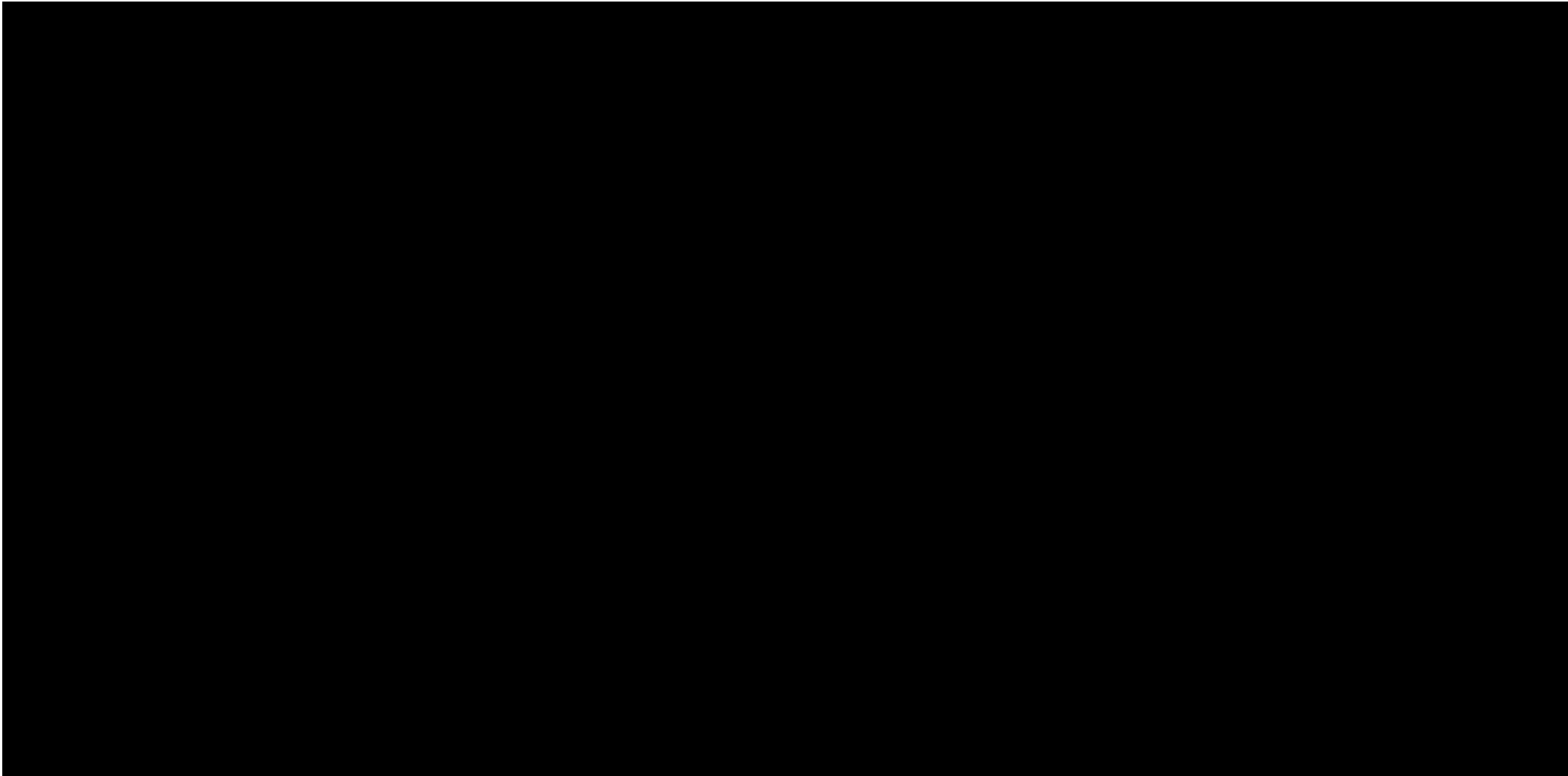










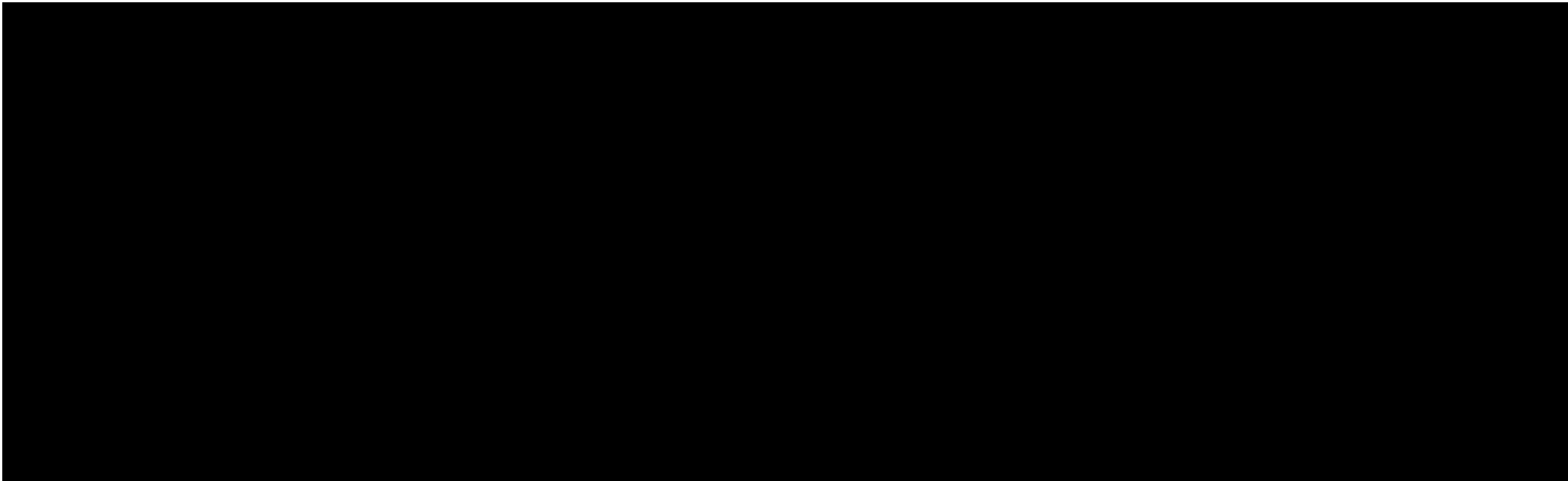


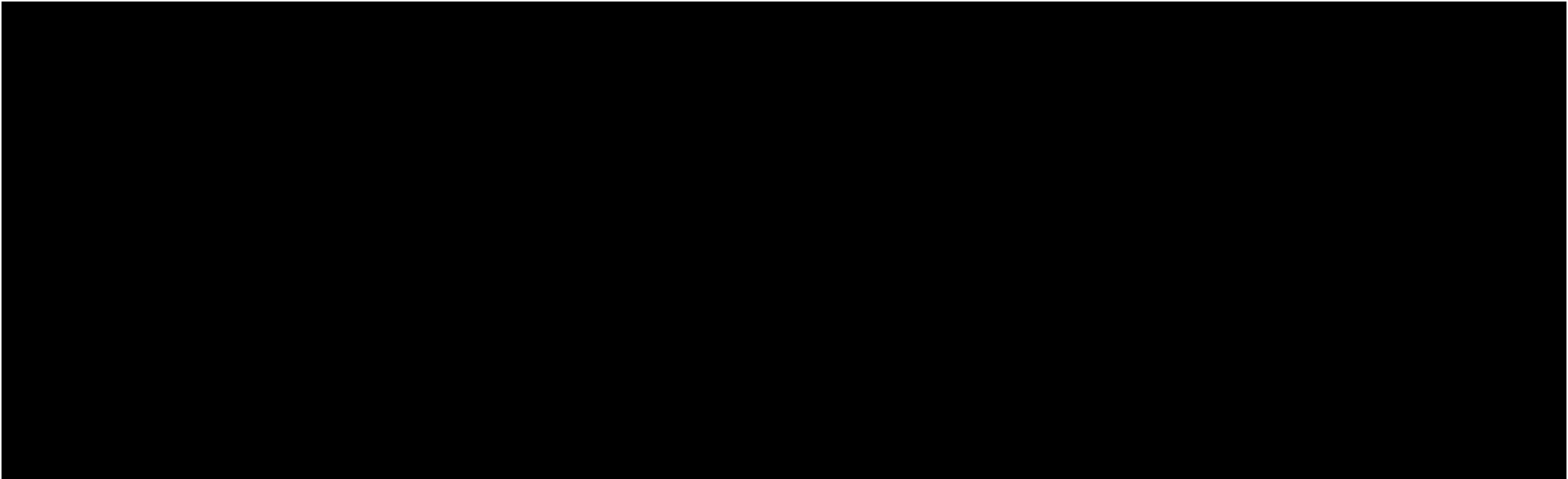


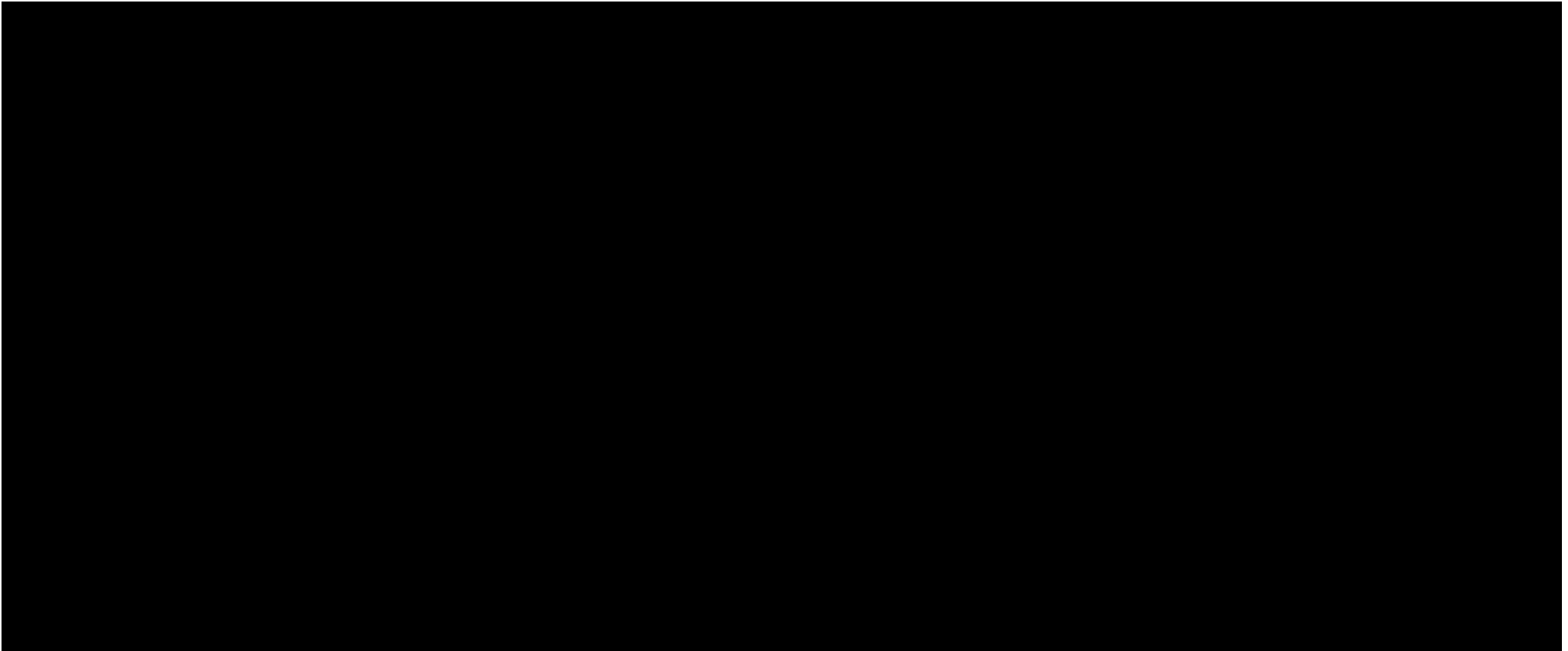


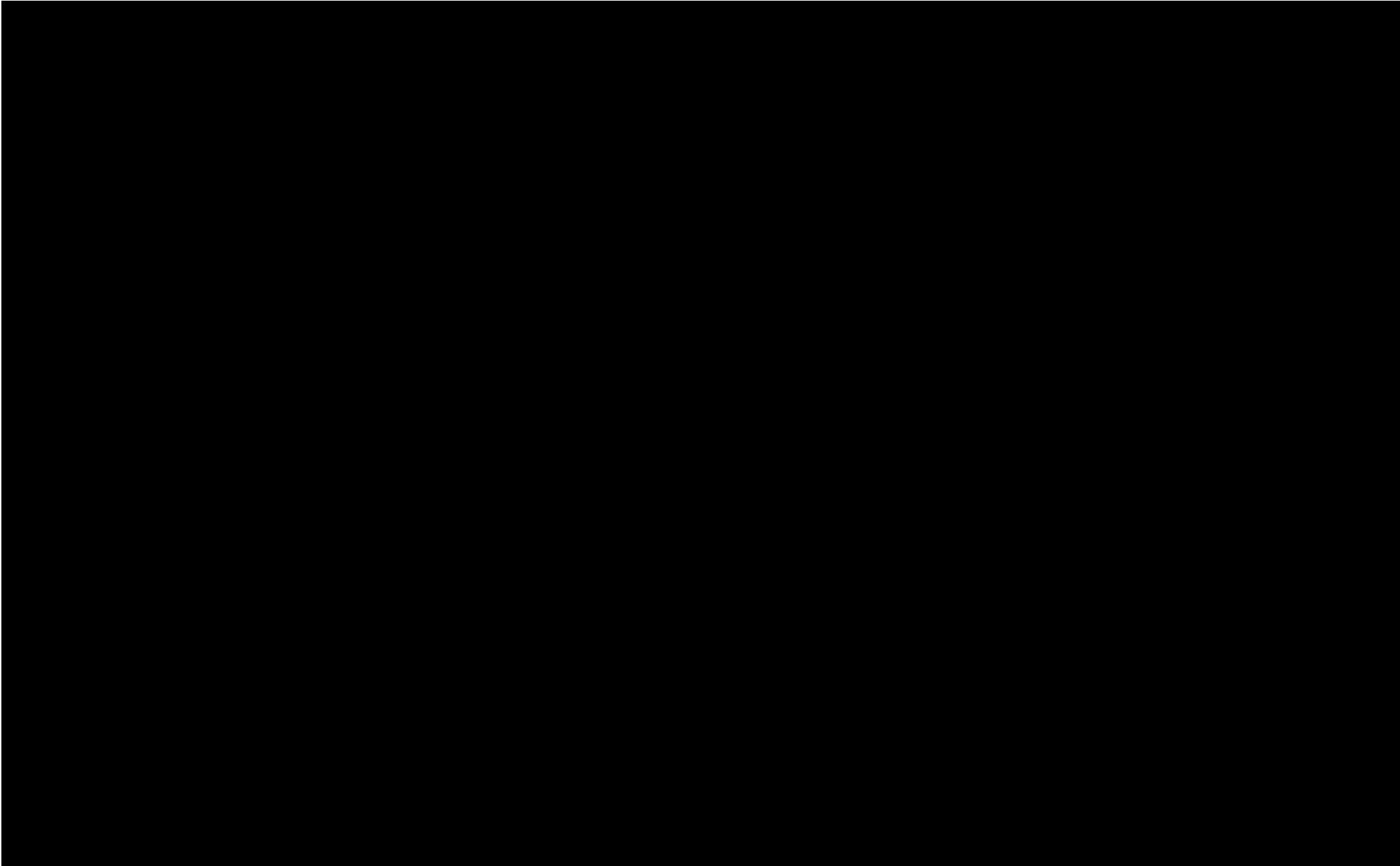


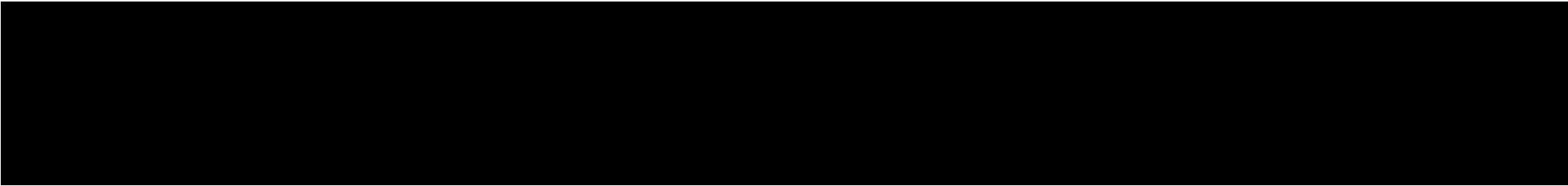


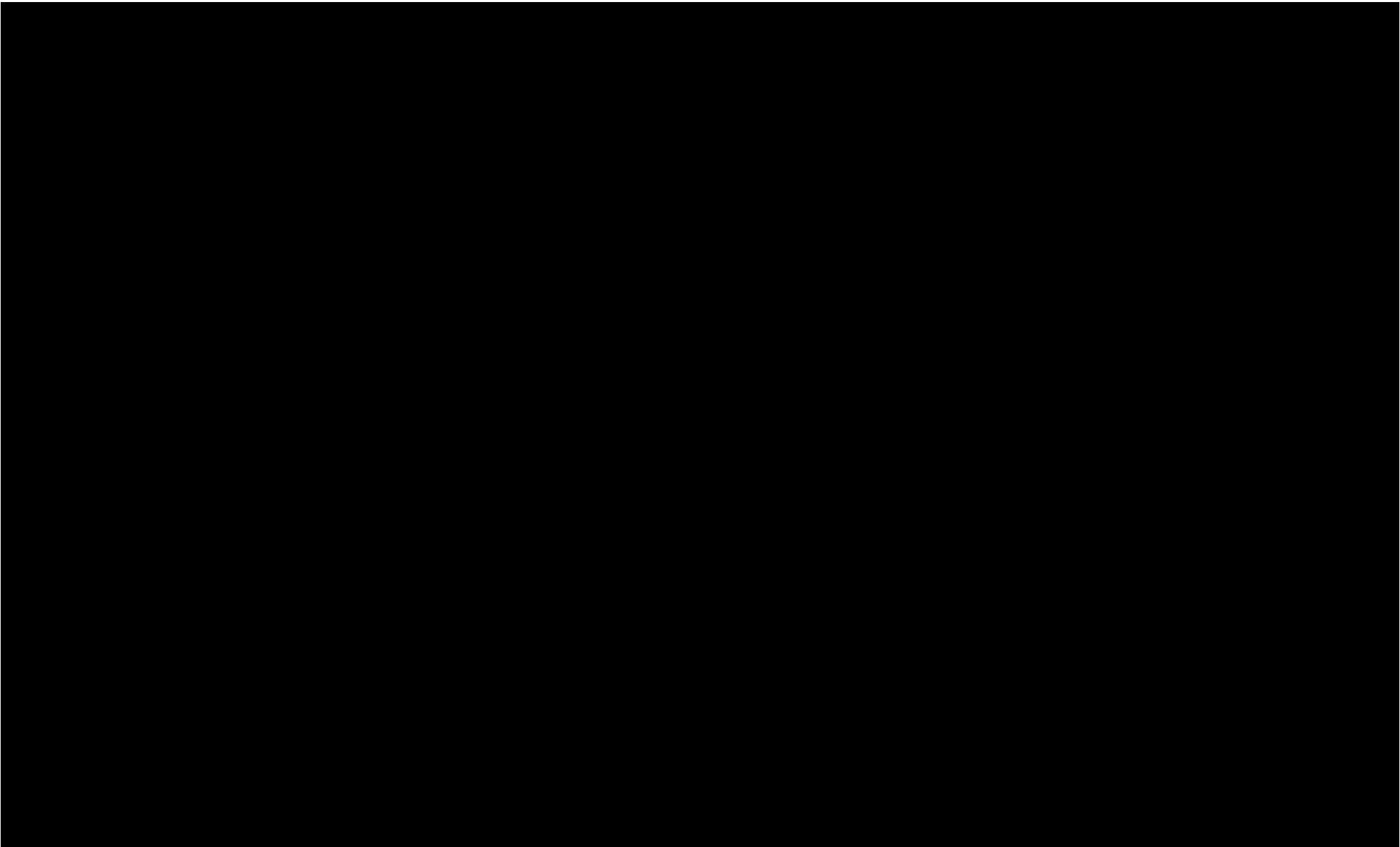




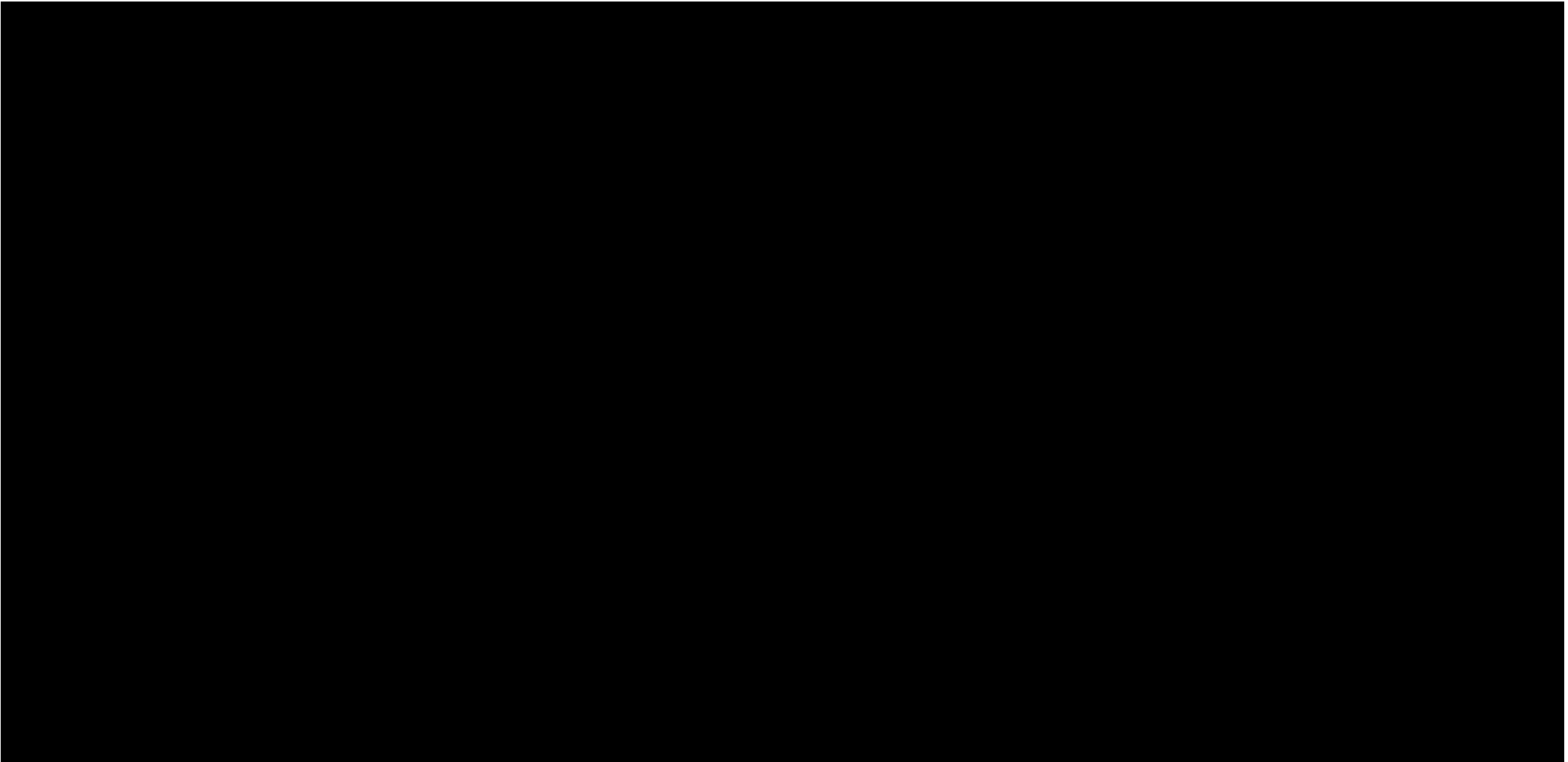


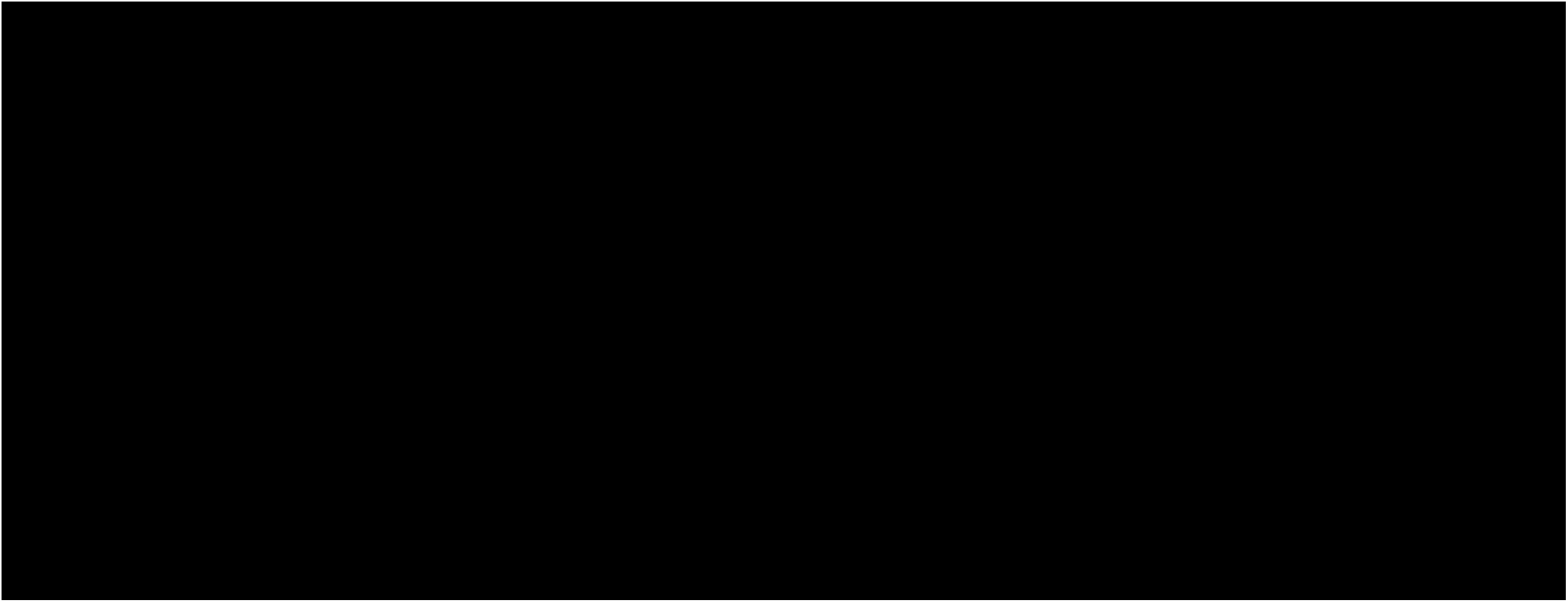


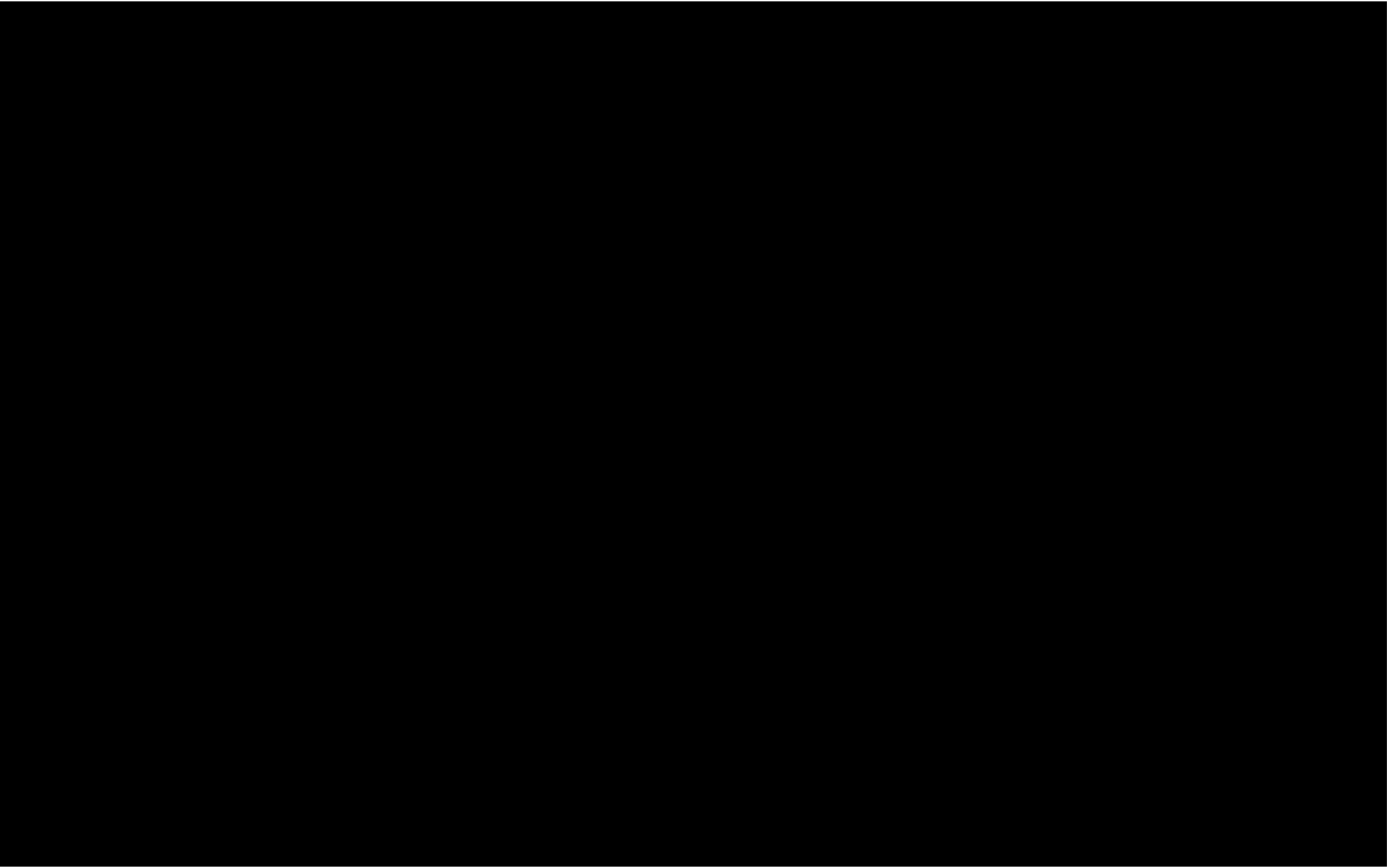


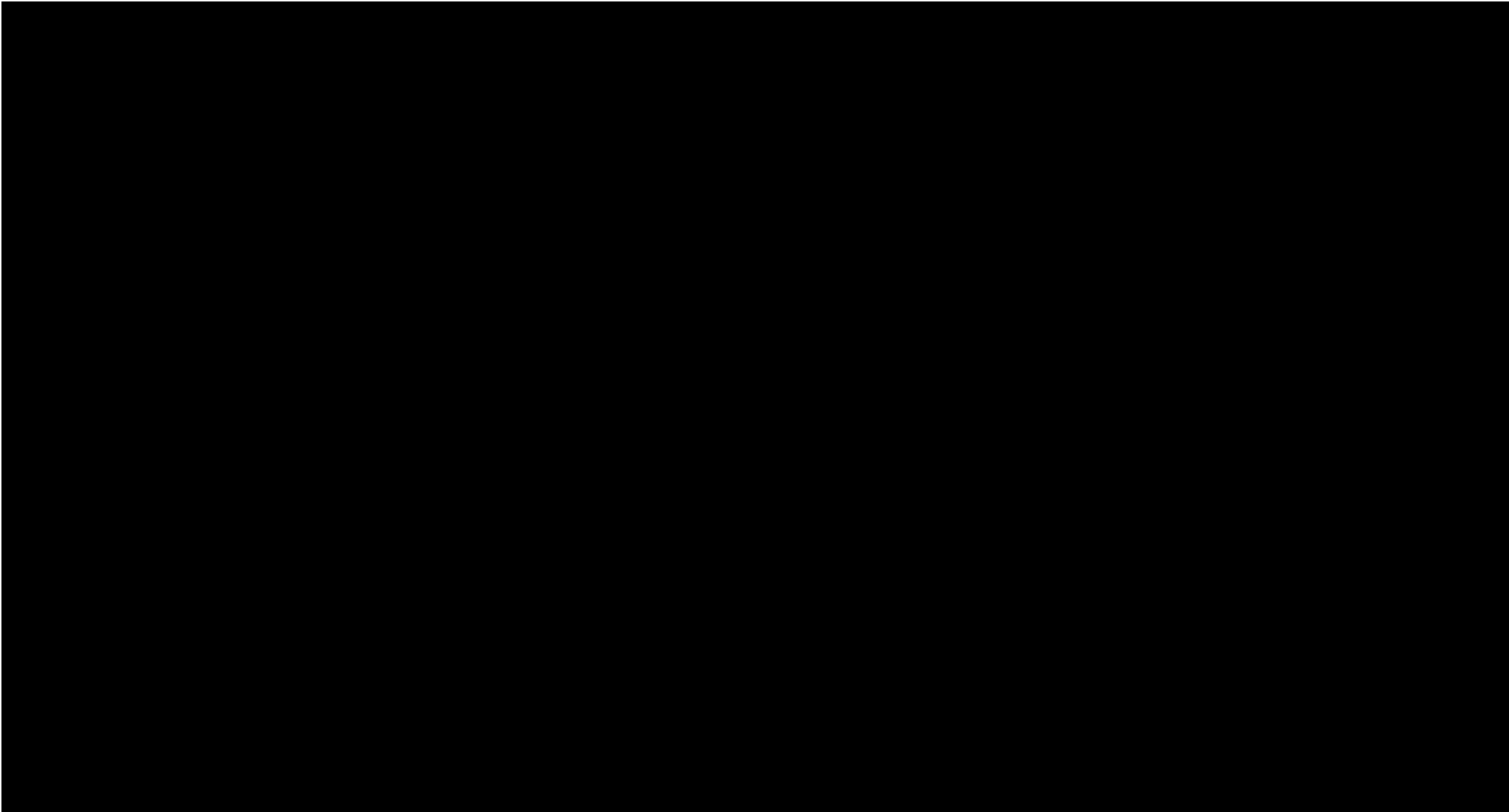


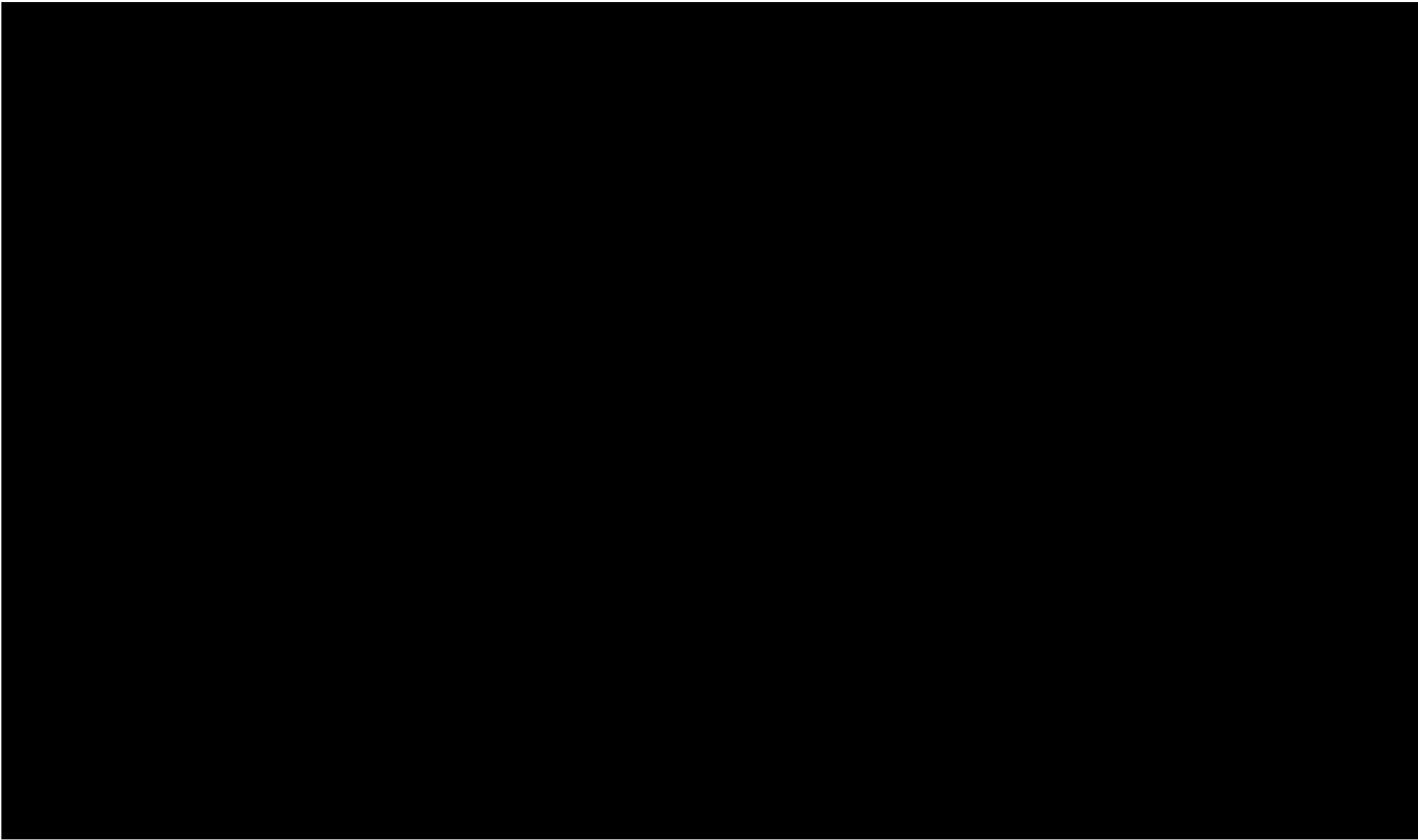


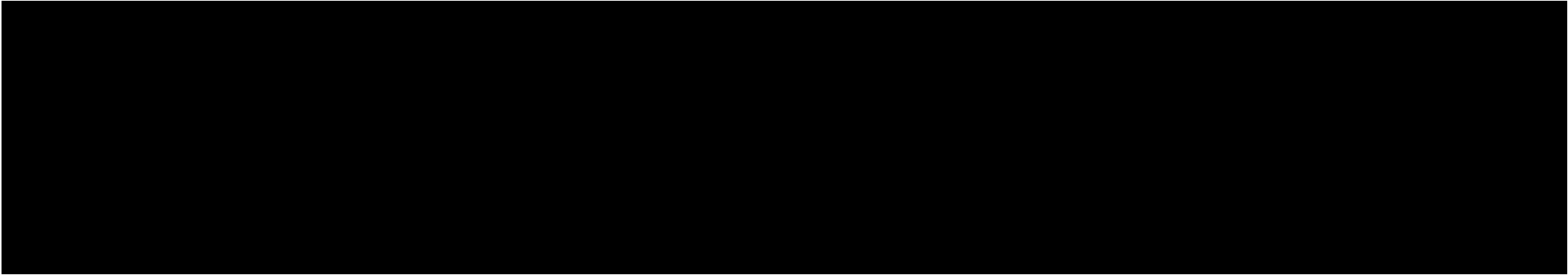


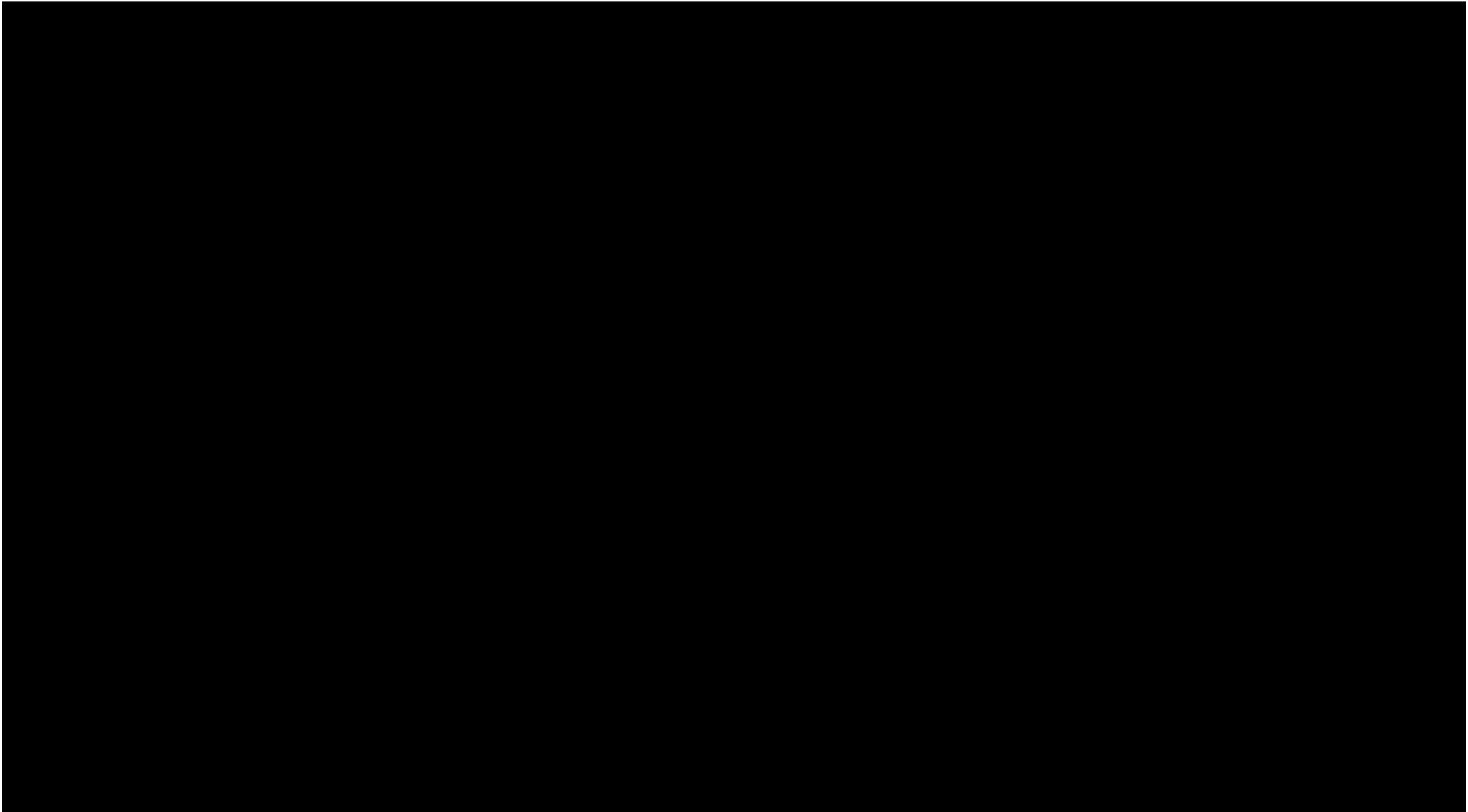












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Schedule 11: Commercially Sensitive Information

1. WHAT IS THE COMMERCIALLY SENSITIVE INFORMATION?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	Undefined	Technical details of the Services	Unlimited until such time as such details are in the public domain other than by reason of breach by Buyer.
2.	Undefined	The Documentation (ie Supplier's then-current technical and functional documentation, including any roles and responsibilities descriptions relating to the Cloud Services which SAP makes available to Customer under the Agreement)	Unlimited until such time as such documentation are in the public domain other than by reason of breach by Buyer.
3.	Undefined	any materials (including statistical reports) provided, developed or made available by Supplier (independently or with Buyer's cooperation) in the course of performance under the Agreement, including in the delivery of any support or Professional Services to Buyer. Such materials do not include the Buyer Data, Buyer's Confidential Information.	Unlimited until such time as such materials are in the public domain other than by reason of breach by Buyer.
4.	Undefined	Any information regarding Supplier's research and development, product offerings, pricing and availability.	Unlimited until such time as such information are in the public domain other than by reason of breach by Buyer.

Schedule 13: Staff Transfer

1. INTERPRETATION

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-Contracts shall comply with such obligation and provide such indemnity, undertaking or warranty to the Buyer, Former Supplier, Replacement Supplier or Replacement Sub-Contract, as the case may be and where the Sub-Contract fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

PART A: NO STAFF TRANSFER ON THE START DATE

1. What happens if there is a staff transfer

1.1. The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.

1.2. Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-Contract pursuant to the Employment Regulations then:

1.2.1. the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;

1.2.2. the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

1.2.3. if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;

1.2.4. if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:

(a) the Buyer will indemnify the Supplier and/or the relevant Sub-Contract against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2; and

(b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-Contract against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.

1.3. The indemnities in Paragraph 1.2 shall not apply to any claim:

1.3.1. for 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 equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Sub-Contract; or

1.3.2. any claim that the termination of employment was unfair because the Supplier and/or any Sub-Contract neglected to follow a fair dismissal procedure

1.4. The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.

- 1.5. If the Supplier and/or the Sub-Contract does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-Contract and the Supplier shall (i) comply with the provisions of Part B: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contract.

2. Limits on the Former Supplier's obligations

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

Part B: Pensions

1. Supplier pension obligations

- 1.1. The Supplier shall comply, and shall procure that any Sub-Contract shall comply, with all statutory pension obligations including, but not limited to, its employer obligations under the Pensions Act 2008, underlying regulations and guidance issued by the Pension Regulator.
- 1.2. The Supplier undertakes to the Buyer to indemnify and keep indemnified the Buyer against any claims arising from the Supplier or any Sub-Contract not complying with the obligations under this Part B.

2. Supplier obligation to provide information

- 2.1. The Supplier undertakes to the Buyer to provide all information which the Buyer may reasonably request concerning matters referred to in this Part B as expeditiously as possible.

3. Indemnities the Supplier must give

- 3.1. The Supplier undertakes to the Buyer to indemnify and keep indemnified the Buyer and/or any Replacement Supplier and/or any Replacement Sub-Contract on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any employees arising in respect of service on or after the commencement of the provision of the Services which arise from any breach by the Supplier of this Part B.
- 3.2. The Supplier hereby indemnifies the Buyer and/or any Replacement Supplier and/or Replacement Sub-Contract from and against all Losses suffered or incurred by it or them which arise from claims by employees of the Supplier and/or of any Sub-Contract or by any trade unions, elected employee representatives or staff associations in respect of all or any such employees which Losses:
 - 3.2.1. relate to pension rights in respect of periods of employment on and after the commencement of the provision of the Services until the date of termination or expiry of this Contract; or
 - 3.2.2. arise out of the failure of the Supplier and/or any relevant Sub-Contract to comply with the provisions of this Part B before the date of termination or expiry of this Contract.
- 3.3. The indemnities in this Part B:
 - 3.3.1. shall survive termination of this Contract; and
 - 3.3.2. shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

4. Other people's rights

- 4.1. The Parties agree Clause 19 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part B to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part B, in his or her or its own right under section 1(1) of the CRTPA.
- 4.2. 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-Contract in his or her or its own right under section 1(1) of the CRTPA.

5. What happens if there is a breach of this Part B

- 5.1. The Supplier agrees to notify the Buyer as soon as reasonably possible should it breach any obligations it has under this Part B and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:
 - 5.1.1. commits an irremediable breach of any provision or obligation it has under this Part B; or

- 5.1.2. commits a breach of any provision or obligation it has under this Part B which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

6. What happens if there is a staff transfer of New Fair Deal Employees

- 6.1. Where (i) Paragraph 1.5 of Part C of this Schedule applies to any employees and (ii) any such employees are Fair Deal Employees, the Supplier undertakes:

- 6.1.1. to comply with the principles of New Fair Deal;
- 6.1.2. to do all such things and execute any documents (including any relevant admission agreement and/or direction letter, if necessary) as may be required by the Buyer to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard;
- 6.1.3. to provide Fair Deal Employees who continue to qualify for Fair Deal Protection with access to the appropriate Statutory Scheme or, in exceptional cases and subject to Buyer agreement, membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer;
- 6.1.4. to not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any Fair Deal Employee in any pension scheme other than the appropriate Statutory Scheme or Broadly Comparable scheme;
- 6.1.5. to award any benefits of a discretionary nature on the basis of the previous employer's written policy in relation to such benefits at the time of the Relevant Transfer Date;
- 6.1.6. to pay to the Statutory Schemes all such amounts as are due under the relevant admission agreement and/or direction letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
- 6.1.7. to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

7. Transferring New Fair Deal Employees

- 7.1. Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall and shall procure that any relevant Sub-Contract shall:

- 7.1.1. consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and
- 7.1.2. procure that the employer to which the Fair Deal Employees are transferred (the "**New Employer**") complies with the provisions of this Part B and its Annexes 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 Employees so transferred to the New Employer.

8. What happens to pensions if this Contract ends

- 8.1. The provisions of Part C: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.

Part C: Staff Transfer on Exit

1. Obligations before a Staff Transfer

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

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

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

1.2. At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-Contract (i) the Supplier's Final Supplier Staff List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Staff List (insofar as such information has not previously been provided).

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

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

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

- 1.5.1. not replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Staff List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces
- 1.5.2. not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Staff (including any payments connected with the termination of employment);
- 1.5.3. not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4. not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Staff List;
- 1.5.5. not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);

- 1.5.6. not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Staff List save by due disciplinary process;
 - 1.5.7. not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-Contract;
 - 1.5.8. give the Buyer and/or the Replacement Supplier and/or Replacement Sub-Contract reasonable access to Supplier Staff and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-Contract in respect of persons expected to be Transferring Supplier Employees;
 - 1.5.9. co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
 - 1.5.10. promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-Contract of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Staff List regardless of when such notice takes effect;
 - 1.5.11. not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-Contracts whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
 - 1.5.12. not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 1.5.13. fully fund any Broadly Comparable pension schemes set up by the Supplier or Sub-Contract as relevant;
 - 1.5.14. maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-Contract in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
 - 1.5.15. promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part B: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.16. fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-Contract in the provision of the Services on the expiry or termination of this Contract.
- 1.6. On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
- 1.6.1. the numbers of employees of the Supplier or any Sub-Contract engaged in providing the Services;
 - 1.6.2. the percentage of time spent by each such employee engaged in providing the Services;
 - 1.6.3. the extent to which each such employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part B: Pensions); and
 - 1.6.4. a description of the nature of the work undertaken by each such employee by location.

- 1.7. The Supplier shall, and shall procure that any Sub-Contract shall, provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-Contract 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 to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-Contract (as appropriate), in respect of each person on the Supplier's Final Supplier Staff List who is a Transferring Supplier Employee:

- 1.7.1. the most recent month's copy pay slip data;
- 1.7.2. details of cumulative pay for tax and pension purposes;
- 1.7.3. details of cumulative tax paid;
- 1.7.4. tax code;
- 1.7.5. details of any voluntary deductions from pay; and
- 1.7.6. bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1. A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that 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(2) 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-Contract (as the case may be) and each such Transferring Supplier Employee.
- 2.2. The Supplier shall, and shall procure that any Sub-Contract 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 including (without limit) the payment of all remuneration, benefits, entitlements, 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 (as defined in Part B: Pensions).
- 2.3. Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-Contract against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-Contract in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.4. The indemnity 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-Contract whether occurring or having its origin before, on or after the Service Transfer Date.
- 2.5. Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier or any Sub-Contract who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier or any Sub-Contract, as relevant, to the Replacement Supplier and/or Replacement Sub-Contract pursuant to the Employment Regulations then:
- 2.5.1. the Replacement Supplier and/or Replacement Sub-Contract will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
 - 2.5.2. the Supplier or any Sub-Contract, as relevant, may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-Contract;

- 2.5.3. if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-Contract shall immediately release the person from its employment;
- 2.5.4. if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-Contract may within 5 Working Days give notice to terminate the employment of such person;
- and subject to the Replacement Supplier's and/or Replacement Sub-Contract's compliance with Paragraphs 2.5.1 to 2.5.4, the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-Contract against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.
- 2.6. The indemnity in Paragraph 2.5 shall not apply to:
- 2.6.1. any claim for 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 equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-Contract, or
- 2.6.2. any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-Contract neglected to follow a fair dismissal procedure.
- 2.7. The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.
- 2.8. If at any point the Replacement Supplier and/or Replacement Sub-Contract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 2.9. The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-Contract, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-Contract to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-Contract, shall promptly provide to the Supplier and each Sub-Contract in writing such information as is necessary to enable the Supplier and each Sub-Contract to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.10. Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-Contract and its Sub-Contracts against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-Contract in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.11. The indemnity in Paragraph 2.10 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-Contract (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-Contract (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Staff List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Schedule 14: Insurance Requirements

1. The insurance you need to have

- 1.1. The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than the Start Date.
- 1.2. The Insurances shall be:
 - 1.2.1. maintained in accordance with Good Industry Practice;
 - 1.2.2. (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3. taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4. maintained for at least six (6) years after the End Date.
- 1.3. The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1. Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1. take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2. promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3. hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

- 3.1. The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

4. Evidence of insurance you must provide

- 4.1. The Supplier shall upon reasonable request provide evidence in a form reasonably satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Cancelled Insurance

- 5.1. The Supplier shall notify the Buyer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

6. Insurance claims

- 6.1. The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 6.2. Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 6.3. Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following insurance cover from the Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000);
 - 1.2 public and products liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000); and
 - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and

Schedule 15: Data Protection

v.11-2022

DATA PROCESSING AGREEMENT FOR CLOUD SERVICES

1. DEFINITIONS

- 1.1. **"Controller"** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; for the purposes of this DPA, where Customer acts as processor for another controller, it shall in relation to SAP be deemed as additional and independent Controller with the respective controller rights and obligations under this DPA.
- 1.2. **"Data Protection Law"** means the applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the processing of Personal Data under the Agreement.
- 1.3. **"Data Subject"** means an identified or identifiable natural person as defined by Data Protection Law.
- 1.4. **"GDPR"** means the General Data Protection Regulation 2016/679.
- 1.5. **"My Trust Center"** means information available on the SAP support portal (see: <https://support.sap.com/en/my-support/trust-center.html>) or the SAP agreements website (see: <https://www.sap.com/about/trust-center/agreements.html>) or any subsequent website(s) made available by SAP to Customer.
- 1.6. **"SCC Relevant Transfer"** means a transfer (or an onward transfer) to a Third Country of Personal Data that is either subject to GDPR or to applicable Data Protection Law and where any required adequacy means under GDPR or applicable Data Protection Law can be met by entering into the EU Standard Contractual Clauses.
- 1.7. **"EU Standard Contractual Clauses"** means the unchanged standard contractual clauses, published by the European Commission, reference 2021/914 or any subsequent final version thereof which shall automatically apply. To avoid doubt Modules 2 and 3 shall apply as set out in Section 8.
- 1.8. **"Personal Data"** means any information relating to a Data Subject which is protected under Data Protection Law. For the purposes of the DPA, it includes only personal data which is:
 - a) entered by Customer or its Authorized Users into or derived from their use of the Cloud Service; or
 - b) supplied to or accessed by SAP or its Subprocessors in order to provide support under the Agreement. Personal Data is a sub-set of Customer Data (as defined under the Agreement).
- 1.9. **"Personal Data Breach"** means a confirmed:
 - a) accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or unauthorized third-party access to Personal Data; or
 - b) similar incident involving Personal Data, in each case for which a Controller is required under Data Protection Law to provide notice to competent data protection authorities or Data Subjects.
- 1.10. **"Processor"** means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller, be it directly as processor of a controller or indirectly as subprocessor of a processor which processes personal data on behalf of the controller.
- 1.11. **"Schedule"** means the numbered Annex with respect to the EU Standard Contractual Clauses.
- 1.12. **"Subprocessor" or "sub-processor"** means SAP Affiliates, SAP SE, SAP SE Affiliates and third parties engaged by SAP, SAP SE or SAP SE's Affiliates in connection with the Cloud Service and which process Personal Data in accordance with this DPA.
- 1.13. **"Technical and Organizational Measures"** means the technical and organizational measures for the relevant Cloud Service published on My Trust Center (see: <https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?search=Technical%20Organizational%20Measures>).
- 1.14. **"Third Country"** means any country, organization or territory not acknowledged by the European Union under Article 45 of GDPR as a safe country with an adequate level of data protection.

2. BACKGROUND

2.1. Purpose and Application

2.1.1. This document (“**DPA**”) is incorporated into the Agreement and forms part of a written (including in electronic form) contract between SAP and Customer.

2.1.2. This DPA applies to Personal Data processed by SAP and its Subprocessors in connection with its provision of the Cloud Service.

2.1.3. This DPA does not apply to non-production environments of the Cloud Service if such environments are made available by SAP. Customer shall not store Personal Data in such environments.

2.2. Structure

Schedules 1 and 2 are incorporated into and form part of this DPA. They set out the agreed subject-matter, the nature and purpose of the processing, the type of Personal Data, categories of data subjects (Schedule 1) and the applicable Technical and Organizational Measures (Schedule 2).

2.3. Governance

2.3.1. SAP acts as a Processor and Customer and those entities that it permits to use the Cloud Service act as Controllers under the DPA.

2.3.2. Customer acts as a single point of contact and shall obtain any relevant authorizations, consents and permissions for the processing of Personal Data in accordance with this DPA, including, where applicable approval by Controllers to use SAP as a Processor. Where authorizations, consent, instructions or permissions are provided by Customer these are provided not only on behalf of the Customer but also on behalf of any other Controller using the Cloud Service. Where SAP informs or gives notice to Customer, such information or notice is deemed received by those Controllers permitted by Customer to use the Cloud Service. Customer shall forward such information and notices to the relevant Controllers.

3. SECURITY OF PROCESSING

3.1. Applicability of the Technical and Organizational Measures

SAP has implemented and will apply the Technical and Organizational Measures. Customer has reviewed such measures and agrees that as to the Cloud Service selected by Customer in the Order Form the measures are appropriate taking into account the state of the art, the costs of implementation, nature, scope, context and purposes of the processing of Personal Data.

3.2. Changes

3.2.1. SAP applies the Technical and Organizational Measures to SAP’s entire customer base hosted out of the same data center or receiving the same Cloud Service. SAP may change the Technical and Organizational Measures at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.

3.2.2. SAP will publish updated versions of the Technical and Organizational Measures on My Trust Center and where available Customer may subscribe to receive e-mail notification of such updated versions.

4. SAP OBLIGATIONS

4.1. Instructions from Customer

SAP will process Personal Data only in accordance with documented instructions from Customer. The Agreement (including this DPA) constitutes such documented initial instructions and each use of the Cloud Service then constitutes further instructions. SAP will use reasonable efforts to follow any other Customer instructions, as long as they are required by Data Protection Law, technically feasible and do not require changes to the Cloud Service. If any of the before-mentioned exceptions apply, or SAP otherwise cannot comply with an instruction or is of the opinion that an instruction infringes Data Protection Law, SAP will immediately notify Customer (email permitted).

4.2. Processing on Legal Requirement

SAP may also process Personal Data where required to do so by applicable law. In such a case, SAP shall inform Customer of that legal requirement before processing unless that law prohibits such information on

important grounds of public interest.

4.3. Personnel

To process Personal Data, SAP and its Subprocessors shall only grant access to authorized personnel who have committed themselves to confidentiality. SAP and its Subprocessors will regularly train personnel having access to Personal Data in applicable data security and data privacy measures.

4.4. Cooperation

4.4.1. At Customer's request, SAP will reasonably cooperate with Customer and Controllers in dealing with requests from Data Subjects or regulatory authorities regarding SAP's processing of Personal Data or any Personal Data Breach.

4.4.2. If SAP receives a request from a Data Subject in relation to the Personal Data processing hereunder, SAP will promptly notify Customer (where the Data Subject has provided information to identify the Customer) via e-mail and shall not respond to such request itself but instead ask the Data Subject to redirect its request to Customer.

4.4.3. In the event of a dispute with a Data Subject as it relates to SAP's processing of Personal Data under this DPA, the Parties shall keep each other informed and, where appropriate, reasonably co-operate with the aim of resolving the dispute amicably with the Data Subject.

4.4.4. SAP shall provide functionality for production systems that supports Customer's ability to correct, delete or anonymize Personal Data from a Cloud Service, or restrict its processing in line with Data Protection Law. Where such functionality is not provided, SAP will correct, delete or anonymize any Personal Data, or restrict its processing, in accordance with the Customer's instruction and Data Protection Law.

4.5. Personal Data Breach Notification

SAP will notify Customer without undue delay after becoming aware of any Personal Data Breach and provide reasonable information in its possession to assist Customer to meet Customer's obligations to report a Personal Data Breach as required under Data Protection Law. SAP may provide such information in phases as it becomes available. Such notification shall not be interpreted or construed as an admission of fault or liability by SAP.

4.6. Data Protection Impact Assessment

If, pursuant to Data Protection Law, Customer (or its Controllers) are required to perform a data protection impact assessment or prior consultation with a regulator, at Customer's request, SAP will provide such documents as are generally available for the Cloud Service (for example, this DPA, the Agreement, Audit Reports and Certifications). Any additional assistance shall be mutually agreed between the Parties.

5. DATA EXPORT AND DELETION

5.1. Export and Retrieval by Customer

During the Subscription Term and subject to the Agreement, Customer can access its Personal Data at any time. Customer may export and retrieve its Personal Data in a standard format. Export and retrieval may be subject to technical limitations, in which case SAP and Customer will find a reasonable method to allow Customer access to Personal Data.

5.2. Deletion

Before the Subscription Term expires, Customer may use SAP's self-service export tools (as available) to perform a final export of Personal Data from the Cloud Service (which shall constitute a "return" of Personal Data). At the end of the Subscription Term, Customer hereby instructs SAP to delete the Personal Data remaining on servers hosting the Cloud Service within a reasonable time period in line with Data Protection Law (not to exceed 6 months) unless applicable law requires retention.

6. CERTIFICATIONS AND AUDITS

6.1. Customer Audit

Customer or its independent third party auditor reasonably acceptable to SAP (which shall not include any third party auditors who are either a competitor of SAP or not suitably qualified or independent) may audit SAP's control environment and security practices relevant to Personal Data processed by SAP only if:

- a) SAP has not provided sufficient evidence of its compliance with the Technical and Organizational

Measures that protect the production systems of the Cloud Service through providing either: (i) a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate); or (ii) a valid ISAE3402 or ISAE3000 or other SOC1-3 attestation report. Upon Customer's request audit reports or ISO certifications are available through the third party auditor or SAP;

- b) a Personal Data Breach has occurred;
- c) an audit is formally requested by Customer's data protection authority; or
- d) provided under mandatory Data Protection Law conferring Customer a direct audit right and provided that Customer shall only audit once in any 12 month period unless mandatory Data Protection Law requires more frequent audits.

6.2. Other Controller Audit

Any other Controller may assume Customer's rights under Section 6.1 only if it applies directly to the Controller and such audit is permitted and coordinated by Customer. Customer shall use all reasonable means to combine audits of multiple other Controllers to avoid multiple audits, unless the audit must be undertaken by the other Controller itself under Data Protection Law. If several Controllers whose Personal Data is processed by SAP on the basis of the Agreement require an audit, Customer shall use all reasonable means to combine the audits and to avoid multiple audits.

6.3. Scope of Audit

Customer shall provide at least 60 days advance notice of any audit unless mandatory Data Protection Law or a competent data protection authority requires shorter notice. The frequency and scope of any audits shall be mutually agreed between the parties acting reasonably and in good faith. Customer audits shall be limited in time to a maximum of 3 business days. Beyond such restrictions, the parties will use current certifications or other audit reports to avoid or minimize repetitive audits. Customer shall provide the results of any audit to SAP.

6.4. Cost of Audits

Customer shall bear the costs of any audit unless such audit reveals a material breach by SAP of this DPA, then SAP shall bear its own expenses of an audit. If an audit determines that SAP has breached its obligations under the DPA, SAP will promptly remedy the breach at its own cost.

7. SUBPROCESSORS

7.1. Permitted Use

SAP is granted a general authorization to subcontract the processing of Personal Data to Subprocessors, provided that:

- a) SAP or SAP SE on its behalf shall engage Subprocessors under a written (including in electronic form) contract consistent with the terms of this DPA in relation to the Subprocessor's processing of Personal Data. SAP shall be liable for any breaches by the Subprocessor in accordance with the terms of this Agreement;
- b) SAP will evaluate the security, privacy and confidentiality practices of a Subprocessor prior to selection to establish that it is capable of providing the level of protection of Personal Data required by this DPA; and
- c) SAP's list of Subprocessors in place on the effective date of the Agreement is published by SAP on My Trust Center or SAP will make it available to Customer upon request, including the name, address and role of each Subprocessor SAP uses to provide the Cloud Service.

7.2. New Subprocessors

SAP's use of Subprocessors is at its discretion, provided that:

- a) SAP will inform Customer in advance (by email or by posting on the My Trust Center) of any intended additions or replacements to the list of Subprocessors including name, address and role of the new Subprocessor; and
- b) Customer may object to such changes as set out in Section 7.3.

7.3. Objections to New Subprocessors

7.3.1. If Customer has a legitimate reason under Data Protection Law to object to the new Subprocessors'

processing of Personal Data, Customer may terminate the Agreement (limited to the Cloud Service for which the new Subprocessor is intended to be used) on written notice to SAP. Such termination shall take effect at the time determined by the Customer which shall be no later than **ninety (90)** days from the date of SAP's notice to Customer informing Customer of the new Subprocessor. If Customer does not terminate within this **ninety (90)** days period, Customer is deemed to have accepted the new Subprocessor.

7.3.2. Within the 30 day period from the date of SAP's notice to Customer informing Customer of the new Subprocessor, Customer may request that the parties discuss in good faith a resolution to the objection. Such discussions shall not extend the period for termination and do not affect SAP's right to use the new Subprocessor(s) after the 30 day period.

7.3.3. Any termination under this Section 7.3 shall be deemed to be without fault by either party and shall be subject to the terms of the Agreement.

7.4. Emergency Replacement

SAP may replace a Subprocessor without advance notice where the reason for the change is outside of SAP's reasonable control and prompt replacement is required for security or other urgent reasons. In this case, SAP will inform Customer of the replacement Subprocessor as soon as possible following its appointment. Section 7.2 applies accordingly.

8. INTERNATIONAL PROCESSING

8.1. Conditions for International Processing

SAP shall be entitled to process Personal Data, including by using Subprocessors, in accordance with this DPA outside the country in which the Customer is located as permitted under Data Protection Law.

8.2. Applicability of EU Standard Contractual Clauses

8.2.1. The following shall solely apply in respect of SCC Relevant Transfers:

8.2.1.1. Where SAP is not located in a Third Country and acts as a data exporter, SAP (or SAP SE on its behalf) has entered in to the EU Standard Contractual Clauses with each Subprocessor as the data importer. Module 3 (Processor to Processor) of the EU Standard Contractual Clauses shall apply to such SCC Relevant Transfers.

8.2.1.2. Where SAP is located in a Third Country:

SAP and Customer hereby enter into the EU Standard Contractual Clauses with Customer as the data exporter and SAP as the data importer which shall apply as follows:

- a) Module 2 (Controller to Processor) shall apply where Customer is a Controller; and
- b) Module 3 (Processor to Processor) shall apply where Customer is a Processor. Where Customer acts as Processor under Module 3 (Processor to Processor) of the EU Standard Contractual Clauses, SAP acknowledges that Customer acts as Processor under the instructions of its Controller(s).

8.2.2. Other Controllers or Processors whose use of the Cloud Services has been authorized by Customer under the Agreement may also enter into the EU Standard Contractual Clauses with SAP in the same manner as Customer in accordance with Section 8.2.1.1 8.2.1.2 or 8.2.1.2 above. In such case, Customer enters into the EU Standard Contractual Clauses on behalf of the other Controllers or Processors.

8.2.3. With respect to a SCC Relevant Transfer, on request from a Data Subject to the Customer, Customer may make a copy of Module 2 or 3 of the EU Standard Contractual Clauses entered into between Customer and SAP (including the relevant Schedules), available to Data Subjects.

8.2.4. Third Party Beneficiary Right under the EU Standard Contractual Clauses

Where Customer is located in a Third Country and acting as a data importer under Module 2 or Module 3 of the EU Standard Contractual Clauses and SAP is acting as Customer's sub-processor under the applicable Module, the respective data exporter shall have the following third party beneficiary right:

In the event that Customer has factually disappeared, ceased to exist in law or has become insolvent (in all cases without a successor entity that has assumed the legal obligations of the Customer by contract or by operation of law), the respective data exporter shall have the right to terminate the affected Cloud Service solely to the extent that the data exporter's Personal Data is processed. In such event, the respective data exporter also instructs SAP to erase or return the Personal Data.

- 8.3. Applicability of EU Standard Contractual Clauses where applicable Data Protection Law requires a variation to the EU Standard Contractual Clauses
- 8.3.1. Subject to sections 8.2.1.1. to 8.2.1.2, in relation to Personal Data that is protected by the GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (the "**UK GDPR**") the EU Standard Contractual Clauses are interpreted as follows:
- 8.3.1.1. "Third Country" shall be interpreted as any country, organization or territory which is not acknowledged as providing an adequate level of protection of personal data pursuant to Section 17A of the United Kingdom Data Protection Act 2018; and
- 8.3.1.2. The "EU Standard Contractual Clauses" shall be interpreted as the "International Data Transfer Addendum to the EU Standard Contractual Clauses" issued by the Information Commissioner under s.119A(1) of the Data Protection Act 2018 ("**UK Addendum**") and shall apply completed as follows:
- i. the EU Standard Contractual Clauses, completed as set out above in Sections 8.2.1.1 and 8.2.1.2 (as applicable), shall also apply to transfers of such Personal Data, subject to (ii) below;
 - ii. Tables 1 to 3 of the UK Addendum shall be deemed completed with the relevant information from the EU Standard Contractual Clauses, completed as set out above at Sections 8.2.1.1 and 8.2.1.2 (as applicable), and the options "neither party" shall be deemed checked in Table 4. The start date of the UK Addendum (as set out in Table 1) shall be the date of this DPA.
- 8.4. Relation of the EU Standard Contractual Clauses to the Agreement
- Nothing in the Agreement shall be construed to prevail over any conflicting clause of the EU Standard Contractual Clauses. For the avoidance of doubt, where this DPA further specifies audit and Subprocessor rules, such specifications also apply in relation to the EU Standard Contractual Clauses.

9. DOCUMENTATION; RECORDS OF PROCESSING

- 9.1. Each party is responsible for its compliance with its documentation requirements, in particular maintaining records of processing where required under Data Protection Law. Each party shall reasonably assist the other party in its documentation requirements, including providing the information the other party needs from it in a manner reasonably requested by the other party (such as using an electronic system), in order to enable the other party to comply with any obligations relating to maintaining records of processing.

Schedule 1 Description of the Processing

This Schedule 1 applies to describe the Processing of Personal Data for the purposes of the EU Standard Contractual Clauses and applicable Data Protection Law.

1. OPTIONAL CLAUSES OF THE EU STANDARD CONTRACTUAL CLAUSES

- 1.1. Except where applicable Data Protection Law requires a variation to the EU Standard Contractual Clauses then the governing law of the EU Standard Contractual Clauses shall be the laws of Germany and the German courts shall have jurisdiction for any disputes arising out of or in connection with them.
- 1.2. The optional Clauses 7 and the option in Clause 11a of the EU Standard Contractual Clauses shall not apply.
- 1.3. Option 2, General Written Authorisation of Clause 9 shall apply in accordance with the notification periods set out in Section 7 of this DPA.

2. A. LIST OF PARTIES

- 2.1. Under the EU Standard Contractual Clauses

2.1.1. Module 2: Transfer Controller to Processor

Where SAP is located in a Third Country, Customer is the Controller and SAP is the Processor, then Customer is the data exporter and SAP is the data importer.

2.1.2. Module 3: Transfer Processor to Processor

Where SAP is located in a Third Country, Customer is a Processor and SAP is a Processor, then Customer is the data exporter and SAP is the data importer.

3. B. DESCRIPTION OF TRANSFER

3.1. Data Subjects

Unless provided otherwise by the data exporter, transferred Personal Data relates to the following categories of Data Subjects: employees, contractors, business partners or other individuals having Personal Data stored in the Cloud Service, transmitted to, made available to, accessed or otherwise processed by the data importer.

3.2. Data Categories

The transferred Personal Data concerns the following categories of data:

Customer determines the categories of data per Cloud Service subscribed. Customer can configure the data fields during implementation of the Cloud Service or as otherwise provided by the Cloud Service. The transferred Personal Data typically relates to the following categories of data: name, phone numbers, e-mail address, address data, system access / usage / authorization data, company name, contract data, invoice data, plus any application-specific data that Authorized Users enter into the Cloud Service and may include bank account data, credit or debit card data.

3.3. Special Data Categories (if agreed)

- 3.3.1. The transferred Personal Data may comprise special categories of personal data set out in the Agreement ("**Sensitive Data**"). SAP has taken Technical and Organizational Measures as set out in Schedule 2 to ensure a level of security appropriate to protect also Sensitive Data.

- 3.3.2. The transfer of Sensitive Data may trigger the application of the following additional restrictions or safeguards if necessary to take into consideration the nature of the data and the risk of varying likelihood and severity for the rights and freedoms of natural persons (if applicable):

- a) training of personnel;
- b) encryption of data in transit and at rest;
- c) system access logging and general data access logging.

In addition, the Cloud Services provide measures for handling of Sensitive Data as described in the Documentation.

- 3.4. Purposes of the data transfer and further processing; Nature of the processing
- 3.4.1. The transferred Personal Data is subject to the following basic processing activities:
- a) use of Personal Data to set up, operate, monitor and provide the Cloud Service (including operational and technical support);
 - b) continuous improvement of service features and functionalities provided as part of the Cloud Service including automation, transaction processing and machine learning;
 - c) provision of embedded Professional Services;
 - d) communication to Authorized Users;
 - e) storage of Personal Data in dedicated data centers (multi-tenant architecture);
 - f) release, development and upload of any fixes or upgrades to the Cloud Service;
 - g) back up and restoration of Personal Data stored in the Cloud Service;
 - h) computer processing of Personal Data, including data transmission, data retrieval, data access;
 - i) network access to allow Personal Data transfer;
 - j) monitoring, troubleshooting and administering the underlying Cloud Service infrastructure and database;
 - k) security monitoring, network-based intrusion detection support, penetration testing; and
 - l) execution of instructions of Customer in accordance with the Agreement.
- 3.4.2. The purpose of the transfer is to provide and support the Cloud Service. SAP and its Subprocessors may support the Cloud Service data centers remotely. SAP and its Subprocessors provide support when a Customer submits a support ticket as further set out in the Agreement.
- 3.5. Additional description in respect of the EU Standard Contractual Clauses:
- 3.5.1. Applicable Modules of the EU Standard Contractual Clauses
- a) Module 2: Transfer Controller to Processor
 - b) Module 3: Transfer Processor to Processor
- 3.5.2. For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing
- In respect of the EU Standard Contractual Clauses, transfers to Subprocessors shall be on the same basis as set out in the DPA.
- 3.5.3. The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).
- Transfers shall be made on a continuous basis.
- 3.5.4. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period.
- Personal Data shall be retained for the duration of the Agreement and subject to Section 5.2 of the DPA.

4. C. COMPETENT SUPERVISORY AUTHORITY

- 4.1. In respect of the EU Standard Contractual Clauses:
- 4.1.1. Module 2: Transfer Controller to Processor
- 4.1.2. Module 3: Transfer Processor to Processor
- 4.2. Where Customer is the data exporter, the supervisory authority shall be the competent supervisory authority that has supervision over the Customer in accordance with Clause 13 of the EU Standard Contractual Clauses.

Schedule 2 Technical and Organizational Measures

This Schedule 2 applies to describe the applicable technical and organizational measures for the purposes of the EU Standard Contractual Clauses and applicable Data Protection Law.

SAP will apply and maintain the Technical and Organizational Measures.

To the extent that the provisioning of the Cloud Service comprises SCC Relevant Transfers, the Technical and Organizational Measures set out in Schedule 2 describe the measures and safeguards which have been taken to fully take into consideration the nature of the personal data and the risks involved. If local laws may affect the compliance with the clauses, this may trigger the application of additional safeguards applied during transmission and to the processing of the personal data in the country of destination (if applicable: encryption of data in transit, encryption of data at rest, anonymization, pseudonymization).

Schedule 17: Corporate Social Responsibility

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 The Buyer expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, the Buyer expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
 - 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
 - 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
 - 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
 - 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
 - 3.1.8 shall prepare and deliver to the Buyer, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
 - 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;

- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 All workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.4 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 5.3.1 this is allowed by national law;
 - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

appropriate safeguards are taken to protect the workers' health and safety; and

5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Schedule 18: Supplier Terms

v.10-2020

GENERAL TERMS AND CONDITIONS FOR SAP CLOUD SERVICES ("GTC")

1. Not Used

2. USAGE RIGHTS AND RESTRICTIONS

2.1. Grant of Rights

The Supplier grants to Buyer a non-exclusive and non-transferable right to use the Cloud Service (including its implementation and configuration), Cloud Materials and Documentation solely for Buyer's and its Affiliates' internal business operations. Buyer may use the Cloud Service world-wide, except Customer shall not use the Cloud Service from countries where such use is prohibited by Export Laws. Permitted uses and restrictions of the Cloud Service also apply to Cloud Materials and Documentation.

2.2. Authorized Users

Buyer may permit Authorized Users to use the Cloud Service. Usage is limited to the Usage Metrics and volumes stated in the Order Form. Access credentials for the Cloud Service may not be used by more than one individual, but may be transferred from one individual to another if the original user is no longer permitted to use the Cloud Service. Buyer is responsible for breaches of the Agreement caused by Authorized Users.

2.3. Not Used

2.4. Verification of Use

Buyer will monitor its own use of the Cloud Service and report any use in excess of the Usage Metrics and volume. The Supplier may monitor use to verify compliance with Usage Metrics, volume and the Agreement.

2.5. Not Used

2.6. Not Used

2.7. Mobile Access to Cloud Service

Authorized Users may access certain Cloud Services through mobile applications obtained from third-party websites such as Android or Apple app store. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the Agreement.

2.8. On-Premise Components

The Cloud Service may include on-premise components that can be downloaded and installed (including updates) by Buyer. The System Availability SLA does not apply to these components. In addition to the support policy referenced in the Order Form, specific SAP support and maintenance policies apply to the On- Premise Components and can be found in SAP Support Note 2658835.

3. SAP RESPONSIBILITIES

3.1. Provisioning

The Supplier provides access to the Cloud Service as described in the Agreement.

3.2. Support

The Supplier provides support for the Cloud Service as referenced in the Order Form.

3.3. Security

The Supplier will implement and maintain appropriate technical and organizational measures to protect the personal data processed by the Supplier as part of the Cloud Service as described in the Data Processing Agreement for SAP Cloud Services incorporated into the Order Form in compliance with applicable data protection law.

3.4. Modifications

3.4.1. Scope

The Supplier may improve or modify the Cloud Service (including support services, Maintenance Windows and Major Upgrade Windows), provided that the Supplier shall not materially degrade the core functionality of the Cloud Service during the Term.

3.4.2. Modification Notices

The Supplier shall provide Buyer with reasonable advance notice of modifications to the functionality of the Cloud Service in accordance with Section 12.5, except for any change to a Maintenance Window or Major Upgrade Window which shall be in accordance with the Service Level Agreement.

3.4.3. Customer Termination

If the modification materially degrades the Cloud Service and the Supplier does not provide equivalent functionality, Customer may terminate its subscription to the affected Cloud Service by providing written notice to the Supplier within one (1) month of SAP's notice. If SAP does not receive timely notice, Buyer is deemed to have accepted the modification.

4. CUSTOMER AND PERSONAL DATA

4.1. Government Data

Buyer is responsible for the Government Data and entering it into the Cloud Service. Customer grants to the Supplier (including SAP SE, its Affiliates and subcontractors) a nonexclusive right to process Government Data solely to provide and support the Cloud Service.

4.2. Personal Data

Buyer will collect and maintain all personal data contained in the Government Data in compliance with applicable data privacy and protection laws.

4.3. Security

Buyer will maintain reasonable security standards for its Authorized Users' use of the Cloud Service. Buyer will not conduct or authorize penetration tests of the Cloud Service without advance written approval from SAP.

4.4. Access to Government Data

- a) During the Subscription Term, Customer can access its Government Data at any time. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case SAP and Customer will find a reasonable method to allow Customer access to Government Data.
- b) Before the Subscription Term expires, Customer may use SAP's self-service export tools (as available) to perform a final export of Government Data from the Cloud Service.
- c) At the end of the Agreement, SAP will delete the Government Data remaining on servers hosting the Cloud Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.
- d) In the event of third party legal proceedings relating to the Government Data, SAP will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.

5. FEES AND TAXES

5.1. Fees and Payment

After thirty (30) days prior written notice sent to [REDACTED] as well as to any recipient identified in clause 25 of the Core Terms, SAP may suspend Customer's use of the Cloud Service until payment is made. Buyer cannot withhold, reduce or set-off fees owed nor reduce Usage Metrics during the Term. All Order Forms are non-cancellable except as set out in the Agreement and fees non-refundable except as per Sections 6 and 7.4.

5.2. Taxes

All fees and other charges are subject to applicable Taxes, which will be charged in addition to Charges under the Agreement.

6. TERM AND TERMINATION

6.1. Termination

A party may terminate the Agreement:

- a) immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 15 of the Core Terms.

6.2. Refund and Payments

For termination by Buyer or termination under Sections 9.6 of the Core Terms or 11.2, Buyer will be entitled to:

- a) a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination (unless such refund is prohibited by Export Laws), and
- b) a release from the obligation to pay fees due for periods after the effective date of termination.

6.3. Effect of Expiration or Termination

Upon the effective date of expiration or termination of the Agreement:

- a) Customer's right to use the Cloud Service and all SAP Confidential Information will end,
- b) Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement, and
- c) Termination or expiration of the Agreement does not affect other agreements between the parties.

6.4. Survival

Sections 5, 6.3, 6.4 and 11 will survive the expiration or termination of the Agreement.

7. **WARRANTIES**

7.1. Not Used

7.2. Not Used

SAP warrants that it will provide the Cloud Service:

- a) in substantial conformance with the Documentation; and
- b) with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the nature and complexity of the Cloud Service.

7.3. Remedy

Buyer's sole and exclusive remedies and SAP's entire liability for breach of the warranty under Section 3.1 of the Core Terms will be:

- a) the re-performance of the deficient Cloud Service, and
- b) if Supplier fails to re-perform, Buyer may terminate its subscription for the affected Cloud Service. Any termination must occur within three months of SAP's failure to re-perform.

7.4. System Availability

- a) SAP warrants to maintain an average monthly system availability for the production system of the Cloud Service as defined in the applicable service level agreement or Supplement ("SLA").
- b) Buyer's sole and exclusive remedy for Supplier's breach of the SLA is the issuance of a credit in the amount described in the SLA. Buyer will follow Supplier's posted credit claim procedure. When the validity of the service credit is confirmed by Supplier in writing (email permitted), Buyer may apply the credit to a future invoice for the Cloud Service or request a refund for the amount of the credit if no future invoice is due.

- c) [REDACTED]

7.5. Warranty Exclusions

The warranties in Sections 7.4 will not apply if:

- a) the Cloud Service is not used in accordance with the Agreement or Documentation,
- b) any non-conformity is caused by Buyer, or by any product or service not provided by Supplier, or
- c) the Cloud Service was provided for no fee.

7.6. Disclaimer

Except as expressly provided in the Agreement, neither Supplier nor its subcontractors make any representation or warranties, and Supplier and its subcontractors disclaim all representations, warranties, terms, conditions or statements, which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, all of which are hereby excluded to the fullest extent permitted by law including the implied conditions, warranties or other terms as to merchantability, suitability, originality, or fitness for a particular use or purpose. Further, except as expressly provided in this Agreement, neither SAP nor its subcontractors make any representations, warranties, terms, conditions or statements of non-infringement or

results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Buyer agrees that it is not relying on delivery of future functionality, public comments or advertising of Supplier or product roadmaps in obtaining subscriptions for any Cloud Service.

8. **Not Used**

9. **Not Used**

10. **Not Used**

11. **MISCELLANEOUS**

12.1. Electronic Signature

Electronic signatures that comply with applicable law are deemed original signatures.

12.2. Trade Compliance

- a) The Supplier and Buyer shall comply with Export Laws in the performance of this Agreement. SAP Confidential Information is subject to Export Laws. Buyer, its Affiliates, and Authorized Users shall not directly or indirectly export, re-export, release, or transfer Confidential Information in violation of Export Laws. Buyer is solely responsible for compliance with Export Laws related to Government Data, including obtaining any required export authorizations for Government Data. Buyer shall not use the Cloud Service from Crimea/Sevastopol, Cuba, Iran, the People's Republic of Korea (North Korea) or Syria.
- b) Upon the Supplier's request, Buyer shall provide information and documents to support obtaining an export authorization. Upon written notice to Buyer the Supplier may immediately terminate Buyer's subscription to the affected Cloud Service if (i) the competent authority does not grant such export authorization within eighteen months or (ii) Export Laws prohibit the Supplier from providing the Cloud Service to Buyer.

12.3. Not Used

12.4. Not Used

12.5. Subcontracting

SAP may subcontract parts of the Cloud Service or Consulting Services to third parties. SAP is responsible for breaches of the Agreement caused by its subcontractors.

12.6. Not Used

12.7. Not Used

12.8. Entire Agreement

The Agreement constitutes the complete and exclusive statement of the agreement between SAP and Customer relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter. Each party acknowledges that in entering into the Agreement it has not relied on any representation, discussion, collateral contract or other assurance except those expressly set out in the Agreement. Each party waives all rights and remedies which, but for this section, might otherwise be available to it in respect of any such representation, discussion, collateral contract or other assurance. Except as permitted under Section 3.4, this Agreement may be modified only by a writing signed by both parties. The Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order furnished by one party to the other, and any additional terms and conditions in any such purchase order shall have no force and effect, notwithstanding the non- furnishing party's acceptance or execution of such purchase order.

Schedule 19 (Core Terms)

1. Definitions used in the contract

Interpret this Contract using Schedule 1 (Definitions).

2. How the contract works

- 2.1 Buyer does not guarantee the Supplier any exclusivity, quantity or value of work under the Contract.
- 2.2 The Supplier acknowledges it has all the information required to perform its obligations under the Contract before entering into the Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.3 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
 - (a) verify the accuracy of the Due Diligence Information; or
 - (b) properly perform its own adequate checks.
- 2.4 The Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.5 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- (a) that substantially conform with the Documentation;
- (b) to a professional standard;
- (c) using reasonable skill and care expected from a skilled and experienced global supplier of services substantially similar to the nature and complexity of the Deliverables;
- (d) using Good Industry Practise;
- (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
- (f) on the dates agreed; and
- (g) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

- 3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- 3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

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

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of the Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2 Not applicable.
- 4.3 All Charges:
- (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
 - (b) include all costs connected with the Supply of Deliverables.
- 4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 4.5 A Supplier invoice is only valid if it:
- (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer; and
 - (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any).
- 4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.
- 4.9 If the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
- 4.10 Not applicable.
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from an Authority Cause:
- (a) the Buyer cannot terminate the Contract under Clause 10.4.1;
 - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
 - (c) the Supplier is entitled to additional time needed to make the Delivery; and
 - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:

- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
- (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
- (c) mitigated the impact of the Authority Cause.

6. Record keeping and reporting

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:
 - (a) during the Contract Period;
 - (b) for 7 years after the End Date; and
 - (c) in accordance with GDPR, including but not limited to the records and accounts stated in the definition of Audit in Schedule 1.
- 6.3 The Relevant Authority or an Auditor can Audit the Supplier.
- 6.4 During an Audit, the Supplier must:
 - (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
 - (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.
- 6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.
- 6.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - (a) tell the Relevant Authority and give reasons;
 - (b) propose corrective action; and
 - (c) provide a deadline for completing the corrective action.
- 6.7 The Supplier must provide the Buyer with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
 - (a) the methodology of the review;
 - (b) the sampling techniques applied;
 - (c) details of any issues; and
 - (d) any remedial action taken.
- 6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

- 7.1 The Supplier Staff involved in the performance of the Contract must:
 - (a) be appropriately trained and qualified;
 - (b) be vetted using Good Industry Practice and the Security Policy; and
 - (c) comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

- 8.1 The Supplier warrants that:
 - (a) it has full capacity and authority to enter into and to perform the Contract;
 - (b) the Contract is executed by its authorised representative;

- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform the Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
- (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract;
- (g) it is not impacted by an Insolvency Event;
- (h) it shall comply with all Laws applicable to the operation of the Supplier's business as it relates to the Deliverables; and
- (i) it will comply with the Contract.

8.1A The Buyer warrants that it shall comply with all Laws applicable to Government Data and Buyer's use of the Deliverables.

8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3 The Supplier indemnifies the Buyer against each of the following:

- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
- (b) non-payment by the Supplier of any Tax or National Insurance.

8.4 All claims indemnified under this Contract must use Clause 26.

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

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

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

9. Intellectual Property Rights (IPRs)

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:

- (a) receive and use the Deliverables; and
- (b) make use of the deliverables provided by a Replacement Supplier.

9.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

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

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

9.5 If there is an IPR Claim, the Supplier indemnifies the Buyer against all losses and damages, finally awarded against Buyer (or the amount of any settlement the Supplier enters into) incurred as a result.

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

- (a) obtain for the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
- (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables, and if these options are not reasonably available, the Buyer or Supplier may terminate Buyer's subscription to the affected Service upon written notice to the other.

9.7 In spite of any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10. Ending the contract or any subcontract

10.1 Contract Period

10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.2 Ending the contract without a reason

10.2.1 Not used.

10.2.2 The Buyer has the right to terminate the Contract at any time without reason by giving the Supplier not less than 365 days' written notice.

10.3 Rectification plan process

10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:

- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
- (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- (a) must give reasonable grounds for its decision; and
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

10.4 When the buyer can end the Contract

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract which the Supplier fails to remedy within thirty (30) days of written notice from the Relevant Authority to do so;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Schedule 6 (Cyber Security Management (where applicable) relating to the Contract;
- (g) there is a failure to meet the service levels as set out in Schedule 8 (Service Levels); there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (h) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
- (i) the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or
- (j) as permitted by Sections 3.4(b), 7.3(b), 7.4(c) of the Supplier's General Terms and Conditions (as attached at Schedule 18 (Supplier Terms))

10.4.2 Not used.

10.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or
- (d) any of the events in 73 (1) (a) or (c) of the Regulations happen.

10.5 When the supplier can end the contract

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

10.6 What happens if the contract ends

- 10.6.1 Where a Party terminates the Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or the Contract expires all of the following apply:
- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
 - (b) Accumulated rights of the Parties are not affected.
 - (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
 - (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
 - (e) The Supplier must promptly return any of the Buyer's property provided under the terminated Contract.
 - (f) The Supplier must, at no cost to the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).
- 10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates the Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- 10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates the Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates the Contract under Clause 10.5:
- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
 - (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.
- 10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.
- 10.6.5 The following Clauses survive the termination or expiry of the Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7 Partially ending and suspending the contract

- 10.7.1 Not used.
- 10.7.2 Not used.
- 10.7.3 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- 10.7.4 The Relevant Authority can only partially terminate or suspend the Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.
- 10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:
- (a) reject the Variation; or
 - (b) increase the Charges, except where the right to partial termination is under Clause 10.2.
- 10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

11. How much you can be held responsible for

- 11.1 Each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than £1,000,000.
- 11.2 Each Party's total aggregate liability in each Contract Year under each the Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 125% of the Estimated Yearly Charges unless specified in the Order Form.

11.3 No Party is liable to the other for:

- (a) any indirect Losses; or
- (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by Law;
- (d) its obligation to pay the required Management Charge or Default Management Charge.

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Schedule 13 (Staff Transfer) of the Contract.

11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under the Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.

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

11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:

- (a) Deductions; and
- (b) any items specified in Clauses 11.5 or 11.6.

11.9 If more than one Supplier is party to the Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

12.1 Not used.

12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.

13. The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Schedule 14 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 15 (Data Protection).

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

14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.

14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.

14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:

- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or

- (b) restore the Government Data itself or using a third party.

14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless the Buyer is at fault.

14.8 The Supplier:

- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it; and
- (e) indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 In spite of Clause 15.1, the Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; or
- (e) under Clauses 4.7 and 16.

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either save that the Supplier shall be entitled to include the Buyer's name and subscribed Services in the Supplier's customer lists and earnings communications.

16. When you can share information

- 16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- 16.2 Within five (5) Working Days of the Buyer's request the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- (a) publish the Transparency Information;
 - (b) comply with any Freedom of Information Act (FOIA) request; and/or
 - (c) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

17. Invalid parts of the contract

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid or enforceable.

18. No other terms apply

The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:
- (a) provides a Force Majeure Notice to the other Party; and
 - (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 20.2 Either Party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

21. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

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

23. Transferring responsibilities

- 23.1 The Supplier cannot assign, novate or transfer the Contract or any part of the Contract without the Relevant Authority's written consent.
- 23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.
- 23.3 When the Buyer uses its rights under Clause 23.2 the Supplier shall, at the Buyer's request, enter into a novation agreement in such form that the Buyer shall reasonably specify in order to enable the Buyer to exercise its rights under this Clause.
- 23.4 If the Buyer assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Contract to a body which is not a Central Government Body or if a body which is not a Central Government Body succeeds the Buyer (any such body a "**Successor Body**"), The Supplier can terminate the Contract novated under Clause 23.2 to a Successor Body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
- (a) their name;
 - (b) the scope of their appointment; and

- (c) the duration of their appointment.

24. Changing the contract

- 24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
- 24.2 The Supplier must provide an Impact Assessment either:
 - (a) with the Variation Form, where the Supplier requests the Variation; or
 - (b) within the time limits included in a Variation Form requested by the Buyer.
- 24.3 If the Variation cannot be agreed or resolved by the Parties, the Buyer can either:
 - (a) agree that the Contract continues without the Variation; or
 - (b) terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
 - (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).
- 24.4 The Buyer is not required to accept a Variation request made by the Supplier.
- 24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.
- 24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Buyer may determine, at its discretion, how to achieve compliance with a Specific Change in Law. Where the Buyer reasonably determines that a Variation is required to the Deliverables, Price or Contract to comply with the Specific Change in Law, Supplier and Buyer shall discuss the Variation required and Supplier shall provide evidence (where Supplier believes there should be a Variation in Price):
 - (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
 - (b) of how it has affected the Supplier's costs.

The Buyer agrees that it will not unreasonably withhold or delay its agreement to that Variation.

- 24.7 Any relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.
- 24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.
- 24.9 This Clause 24 shall not apply to any modifications to the Cloud Services made in accordance with Section 3.4 of the Supplier's General Terms and Conditions as set out Schedule 18 (Supplier Terms).

25. How to communicate about the contract

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 25.2 Not used.
- 25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 25.4 Supplier may provide notice of modifications to the Cloud Service under Section 3.4.2 of the Supplier's General Terms and Conditions via Documentation, release notes or publication. System notifications and information from the Supplier relating to the operation, hosting or support of the Cloud Service can also be provided within the Cloud Service, or made available via the SAP Support Portal.
- 25.5 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

- 26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2 At the Indemnifier's cost the Beneficiary must both:
 - (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - (b) give the Indemnifier reasonable assistance with the claim if requested.

- 26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
- 26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
 - (b) the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

- 27.1 The Supplier must not during any Contract Period:
- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
 - (b) do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 27.2 The Supplier must during the Contract Period:
- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
 - (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to the Buyer on request; and
 - (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- 27.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:
- (a) been investigated or prosecuted for an alleged Prohibited Act;
 - (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
 - (c) received a request or demand for any undue financial or other advantage of any kind related to the Contract; or
 - (d) suspected that any person or Party directly or indirectly related to the Contract has committed or attempted to commit a Prohibited Act.
- 27.4 If the Supplier notifies the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
- 27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:
- (a) Prohibited Act;
 - (b) identity of the Party who it thinks has committed the Prohibited Act; and
 - (c) action it has decided to take.

28. Equality, diversity and human rights

- 28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:
- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - (b) any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 28.2 The Supplier must take all necessary steps, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

29. Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety; and
- (b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

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

30. Environment

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

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

31. Tax

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

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

- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
- (b) other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need.

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
- (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- (a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and provide details to the Buyer if a Conflict of Interest happens or is expected to happen.

32.3 The Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of:

- (a) Law;
- (b) Clause 12.1; or

(c) Clauses 27 to 32.

- 33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

- 34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.
- 34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the Dispute;
 - (b) grant interim remedies; and/or
 - (c) grant any other provisional or protective relief.
- 34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.
- 34.6 The Supplier cannot suspend the performance of the Contract during any Dispute.

35. Which law applies

This Contract and any Disputes arising out of, or connected to it, are governed by English law and the parties submit to the exclusive jurisdiction of the English courts.