Award Form

Department for
Business & Trade

Contract for the Provision of Content Production & Associated Services (CPAS)

Contract Ref: CR_3457

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

Each party agrees to sign this Award Form by electronic signature using DocuSign and agrees that this method of signature is conclusive of their intention to be bound by this Contract as if each party signed by manuscript signature.

1.	**Buyer**	The Secretary of State for Business and Trade (the Buyer). Its offices are at: Old Admiralty Building, Admiralty Place, London, SW1A 2DY
2.	**Supplier**	Name: ***Immersive International Limited*** Address: ***The Tanneries, 2nd floor, 55 Bermondsey Street, London, SE1 3XH*** Registration number: ***07723438***
3.	**Contract**	This Contract between the Buyer and the Supplier is for the supply of Deliverables being content production and associated services – see Schedule 02 (Specification) for full details.

4.	**Contract reference**	CR_3457
5.	**Deliverables**	Content Production & Associated Services (CPAS) comprises the following services as set out in Schedule 02 (Specification): ● Committed Services (Core Deliverables) – see Schedule 02 (Specification) for the detailed description ● Billable Services – in support of the Core Deliverables – see Schedule 03 (Charges) ● Optional Services – a set of services that are options to be commissioned at the discretion of the Buyer as needed through a Statement of Work
6.	**Buyer Cause**	Any material breach of the obligations of the Buyer or any other default, act, omission, negligence, or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier.
7.	**Collaborative working principles**	The Collaborative Working Principles apply to this Contract. See Clause 3.1.3 of the Core Terms for further details.
8.	**Financial Transparency Objectives**	The Financial Transparency Objectives apply to this Contract. See Clause 6.3 of the Core Terms for further details.
9.	**Start Date**	07 May 2024
10.	**Expiry Date**	31 October 2025
11.	**Extension Period**	The Buyer may extend the Contract on the same terms by as many periods that the Buyer deems (in its sole discretion) to be necessary up to a maximum of six (6) months in aggregate. The total duration of extensions shall not extend the Contract beyond 30 April 2026. Extension exercised where the Buyer gives the Supplier no less than thirty (30) days written notice before the Contract expires
12.	**Ending the Contract without a reason**	The Buyer shall be able to terminate the Contract and/or any Statement of Work in accordance with Clause 14.3 of the Core Terms.
13.	**Incorporated Terms** (together these documents form the **"the Contract"**)	The following documents are incorporated into the Contract. Where numbers are missing we are not using these Schedules. If the documents conflict, the following order of precedence applies: a) Any Statement of Work b) This Award Form

		c) Any Special Terms (see **Section 14 (Special Terms)** in this Award Form) d) Core Terms e) Schedule 36 (Intellectual Property Rights) f) Schedule 1 (Definitions) g) Schedule 6 (Transparency Reports) h) Schedule 20 (Processing Data) i) The following Schedules (in equal order of precedence): i. Schedule 2 (Specification) ii. Schedule 3 (Charges) iii. Schedule 5 (Commercially Sensitive Information) iv. Schedule 7 (Staff Transfer) v. Schedule 10 (Service Levels) vi. Schedule 11 (Continuous Improvement) vii. Schedule 13 (Contract Management) viii. Schedule 14 (Business Continuity and Disaster Recovery) ix. Schedule 16 (Security) x. Schedule 19 (Cyber Essentials Scheme) xi. Schedule 21 (Variation Form) xii. Schedule 22 (Insurance Requirements) xiii. Schedule 25 (Rectification Plan) xiv. Schedule 26 (Sustainability) xv. Schedule 27 (Key Subcontractors) xvi. Schedule 29 (Key Supplier Staff) xvii. Schedule 30 (Exit Management) xviii. Schedule 31 (Travel and Subsistence) xix. Schedule 38 (Statement of Work Commissioning Process) xx. Schedule 4 (Supplier Proposal) xxi. Schedule 23 (Guarantee)
14.	**Special Terms**	N/A
15.	**Sustainability**	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).

16.	**Buyer's Environmental Policy**	Not applicable.
17.	**Social Value Commitment**	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, to deliver the Social Value outcomes and provide the Social Value Reports as set out in Schedule 26 (Sustainability) and to meet and report on the Social Value KPIs as required by Schedule 10 (Service Levels), and to agree and finalise Social Value KPIs within thirty (30) days of the Start Date.
18.	**Buyer's Security Policy**	See Schedule 16 (Security).
19.	**Commercially Sensitive Information**	See Supplier's Commercially Sensitive Information**:** Schedule 5 (Commercially Sensitive Information).
20.	**Charges**	See Schedule 3 (Charges).
21.	**Reimbursable expenses**	See Paragraph 5 of Schedule 03 (Charges)
22.	**Payment method**	The total Charges under the Contract shall not exceed £2,539,899.20 (excluding VAT) unless agreed to be changed through the Variation Procedure. The Charges are made up of (a) Confirmed Charges (b) Billable Charges (c) Optional Charges (d) Contingency Budget which are defined with invoice processes set out in Schedule 03 (Charges). General: Valid invoices must quote the Purchase Order (PO) number, be addressed to the Buyer at its registered address and emailed to: [redacted] A valid invoice as described in Clause 4.5 of the Core Terms. See Schedule 03 (Charges) for further detail on charges, invoicing and payment.
23.	**Service Levels**	Service Credits will accrue in accordance with Schedule 10 (Service Levels) The Service Credit Cap is: not applicable. The Service Period is one (1) Month A Critical Service Level Failure is: three (3) consecutive Service Periods of not meeting the Service Level performance Measure Where the Service Level relates to an Optional Service, the Service Credit Cap, Service Period and Critical Service Level Failure will be as set out in the relevant Statement of Work Delay Damages shall apply as per Part C of Schedule 10 (Service Levels)
24.	**Insurance**	Details in Annex of Schedule 22 (Insurance Requirements).

25.	**Liability**	In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of £5million or 150% of the Estimated Yearly Charges. In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability Cap, being £10 million.
26.	**Cyber Essentials Certification**	Cyber Essentials Scheme Basic Certificate (or equivalent) is required by no later than one (1) Month after the Start Date. Details in Schedule 19 (Cyber Essentials Scheme)
27.	**Contract Management Meetings and Contract Management Reports**	Please see Schedule 13 (Contract Management).
28.	**Guarantee**	The Buyer may notify the Supplier in writing that it requires the Supplier to provide a guarantee in the form in Schedule 23 (Guarantee) from a suitable Guarantor as agreed between Buyer and Supplier and the Supplier shall provide such guarantee to the Buyer within sixty (60) days of such notice being served. The Buyer must provide notification of the request within thirty (30) days of receiving the Supplier's latest full accounts (as of the Contract Start Date), and the Buyer agrees any administrative costs associated with securing the Guarantee will be charged as a Billable Charge (agreed through Variation). If the Supplier is unable to obtain a Guarantee, the Buyer and Supplier will work in good faith to identify a suitable alternative without affecting the Deliverables under the Contract.
29.	**Virtual Library**	In accordance with Paragraph 2.2. of Schedule 30 (Exit Management) ● the period in which the Supplier must create and maintain the Virtual Library, is as set out in that paragraph; and ● the Supplier shall update the Virtual Library every four (4) weeks.
30.	**Supplier Contract Manager**	[redacted]
31.	**Supplier Authorised Representative**	[redacted]

32.	**Supplier Compliance Officer**	[redacted]
33.	**Supplier Data Protection Officer**	[redacted]
34.	**Supplier Marketing Contact**	[redacted]
35.	**Key Subcontractors**	N/A
36.	**Buyer Authorised Representative**	[redacted]

For and on behalf of the Supplier	
Signature:	[redacted]
Name:	
Role:	
Date:	

For and on behalf of the Buyer	
Signature:	[redacted]
Name:	
Role:	
Date:	

Department for International Trade

UK Pavilion at Expo 2025 Osaka

Contract for the Provision of Content Production and Associated Services (CPAS)

Core Terms & Conditions

Contract Ref: CR_3457

Contents

1. Definitions used in the contract

1.1 This Contract shall be interpreted in accordance with Schedule 1 (Definitions). In this Contract, the terms and expressions set out in Schedule 1 shall have the meanings given therein, unless the context otherwise requires.

2. How the contract works

2.1 If the Buyer decides to buy Deliverables under the Contract it must state its requirements using the Award Form, and in relation to any Optional Services, a Statement of Work. If allowed by the Regulations, the Buyer can:

2.1.1 make changes to the Award Form;

2.1.2 create new Schedules;

2.1.3 exclude optional template Schedules;

2.1.4 use Special Terms in the Award Form to add or change terms; and/or

2.1.5 in relation to any Optional Charges, use a Statement of Work to refine terms.

2.2 The Contract:

2.2.1 is between the Supplier and the Buyer; and

2.2.2 includes Core Terms, any Statement of Work, Schedules and any other changes or items in the completed Award Form.

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

2.4 The Supplier acknowledges that, it has satisfied itself of all details relating to:

2.4.1 the Buyer's requirements for the Deliverables;

2.4.2 the Buyer's operating processes and working methods; and

2.4.3 the ownership and fitness for purpose of the Buyer Assets,

2.5 and it has it has advised the Buyer in writing of:

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

2.5.2 the actions needed to remedy each such unsuitable aspect; and

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

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

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

2.6.1 verify the accuracy of the Due Diligence Information; and

2.6.2 properly perform its own adequate checks and due diligence.

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

2.8 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 comply with the Specification, the Tender Response and the Contract;
b) using reasonable skill and care;
c) using Good Industry Practice;
d) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;
e) on the dates agreed; and
f) that comply with Law.

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

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

a) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";
b) being open, transparent and responsive in sharing relevant and accurate information with any Buyer Third Party;
c) where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with any Buyer Third Party;
d) providing reasonable cooperation, support, information and assistance to any Buyer Third Party in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and
e) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle.

3.2 Goods clauses

3.2.1 All Goods Delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 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 Buyer is entitled to inspect the Goods prior to Delivery.

3.2.6 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.7 The Supplier must Deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.8 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

3.2.9 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

3.2.10 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

3.2.11 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.

3.2.12 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 uses all reasonable endeavours to minimise these costs.

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

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

3.3 **Services clauses**

3.3.1 The Supplier acknowledges that the Buyer relies on the skill and judgement of the Supplier in the supply of the Services and the performance of the Supplier's obligations under the Contract.

3.3.2 Late Delivery of the Services will be a Default of the Contract.

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

3.3.4 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.

3.3.5 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

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

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

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

4. Pricing and payments

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Award Form (which, in relation to the Optional Services , may be further refined in a Statement of Work).

4.2 All Charges:

4.2.1 are in GBP irrespective of the currency denomination of the underlying Deliverables and the Supplier agrees that it accepts all foreign exchange rate and currency risks in relation to its supply of the Deliverables under the Contract;

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

4.2.3 include all costs connected with the supply of Deliverables.

4.3 Unless otherwise agreed in writing by the Buyer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Deliverables. The Supplier may only recover expenses where

4.3.1 the Award Form states that recovery is permitted.

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 Award Form.

4.5 A Supplier invoice is only valid if it:

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

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

4.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.

4.7 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.

4.8 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court

4.9

5. The buyer's obligations to the supplier

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

5.1.1 the Buyer cannot terminate the Contract under Clause 14.4.1;

5.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract;

5.1.3 the Supplier is entitled to additional time needed to make the Delivery;

5.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.

5.2 Clause 5.1 only applies if the Supplier:

5.2.1 gives notice to the Buyer of the Buyer Cause within 10 Working Days of becoming aware;

5.2.2 demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause; and

5.2.3 mitigated the impact of the Buyer Cause.

6. Record keeping and reporting

6.1 The Supplier must attend Contract Management Meetings with the Buyer and provide Contract Management Reports and management information in accordance with Schedule 13 (Contract Management).

6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of the Contract during the Contract Period and for 7 years after the End Date and in accordance with the UK GDPR or the EU GDPR as the context requires, including the records and accounts which the Buyer has a right to Audit.

6.3 Where the Award Form states that the Financial Transparency Objectives apply, the Supplier must co-operate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:

6.3.1 on or before the Start Date;

6.3.2 at the end of each Contract Year;

6.3.3 within 6 Months of the end of the Contract Period; and

6.3.4 if requested by the Buyer, on or before the start date of any Statement of Work,

6.4 and the Supplier must meet with the Buyer if requested within 10 Working Days of the Buyer receiving a Financial Report.

6.5 If the Supplier becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:

6.5.1 Supplier's currently incurred or forecast future Costs; and

6.5.2 forecast Charges for the remainder of the Contract,

6.5.3 then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.

6.6 The Supplier must allow any Auditor access to their premises and the Buyer will use reasonable endeavours to ensure that any Auditor:

6.6.1 complies with the Supplier's operating procedures; and

6.6.2 does not unreasonably disrupt the Supplier or its provision of the Deliverables.

6.7 During an Audit, the Supplier must provide information to the Auditor and provide reasonable co-operation at the Auditor's request including access to:

6.7.1 all information within the permitted scope of the Audit;

6.7.2 any Sites, equipment and the Supplier's ICT system used in the performance of the Contract; and

6.7.3 the Supplier Staff.

6.8 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a material Default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.

6.9 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:

6.9.1 correcting any Notifiable Default;

6.9.2 rectifying any error identified in a Financial Report; and

6.9.3 repaying any Charges that the Buyer has overpaid.

6.10 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

6.10.1 tell the Buyer and give reasons;

6.10.2 propose corrective action; and

6.10.3 provide a deadline for completing the corrective action.

6.11 Except where an Audit is imposed on the Buyer by a regulatory body or where the Buyer has reasonable grounds for believing that the Supplier has not complied with its obligations under

this Contract, the Buyer may not conduct an Audit of the Supplier or of the same Key Subcontractor more than twice in any Contract Year.

6.12

7. Supplier staff

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

7.1.1 be appropriately trained and qualified;

7.1.2 be vetted using Good Industry Practice and the Security Policy; and

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

7.2 Where the Buyer decides one of the Supplier's Staff is not suitable to work on the 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 Clauses 31.1 to 31.4.

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. Supply chain

8.1 Appointing Subcontractors

8.1.1 The Supplier must exercise due skill and care when it selects and appoints Subcontractors to ensure that the Supplier is able to:

a) manage Subcontractors in accordance with Good Industry Practice;
b) comply with its obligations under this Contract; and
c) assign, novate or transfer its rights and/or obligations under the Sub-Contract that relate exclusively to this Contract to the Buyer or a Replacement Supplier.

8.2 Mandatory provisions in Sub-Contracts

8.2.1 The Supplier will ensure that all Sub-Contracts in the Supplier's supply chain entered into after the Effective Date wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:

a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.

8.2.2 The Supplier will use reasonable endeavours to ensure that all Sub-Contracts in the Supplier's supply chain entered into before the Effective Date but made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:

a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and

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

8.3 **When Sub-Contracts can be ended**

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

a) there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer in writing;
b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 14.4;
c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
d) the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law or in respect of any Expo Policy; and/or
e) the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Public Contracts Regulations 2015.

8.4 **Competitive terms**

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

8.4.2 If the Buyer uses Clause 8.4.1 then the Charges must be reduced by an agreed amount by using the Variation Procedure.

8.5 **Ongoing responsibility of the Supplier**

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

9. Rights and protection

9.1 The Supplier warrants and represents that:

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

9.1.2 the Contract is executed by its authorised representative;

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

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

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

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

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

9.1.8 neither it nor, to the best of its knowledge the Supplier Staff, have committed a Prohibited Act prior to the Start Date or been subject to an investigation relating to a Prohibited Act.

9.2 The warranties and representations in Clauses 2.7 and 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

9.3 The Supplier confirms that in entering into the Contract it is not relying on any statements, warranties representations whether given or made, (whether negligently or innocently or whether express or implied), or any acts or omissions by or on behalf of the Buyer in connection with the subject matter of the Contract except those expressly set out in the Contract and the Supplier hereby waives and releases the Buyer in respect thereof absolutely.

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

9.4.1 wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and

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

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

9.6 The Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.

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

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

10. Intellectual Property Rights (IPRs)

1.1 The Parties agree that the terms set out in Schedule 36 (Intellectual Property Rights) shall apply to this Contract.

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

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

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

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

1.4 If the Buyer requires that the Supplier procures a licence in accordance with Schedule 36 or to modify or replace an item pursuant to Schedule 36, but this has not avoided or resolved the IPR Claim, then the Buyer may terminate this Contract by written notice with immediate effect.

10.1

2. Rectifying issues

2.1 If there is a Notifiable Default, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Notifiable Default and the Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires.

2.2 When the Buyer receives a requested Rectification Plan it can either:

2.2.1 reject the Rectification Plan or revised Rectification Plan giving reasons; or

2.2.2 accept the Rectification Plan or revised Rectification Plan (without limiting its rights) in which case the Supplier must immediately start work on the actions in the Rectification Plan at its own cost,.

2.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:

2.3.1 will give reasonable grounds for its decision; and

2.3.2 may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

3. Escalating issues

3.1 If the Supplier fails to:

3.1.1 submit a Rectification Plan or a revised Rectification Plan within the timescales set out in Clauses 11.1 or 11.3; and

3.1.2 adhere to the timescales set out in an accepted Rectification Plan to resolve the Notifiable Default,

or if the Buyer otherwise rejects a Rectification Plan, the Buyer can require the Supplier to attend an Escalation Meeting on not less than 5 Working Days' notice. The Buyer will determine the location, time and duration of the Escalation Meeting(s) and the Supplier must ensure that the Supplier Authorised Representative is available to attend.

3.2 The Escalation Meeting(s) will continue until the Buyer is satisfied that the Notifiable Default has been resolved, however, where an Escalation Meeting(s) has continued for more than 5 Working Days, either Party may treat the matter as a Dispute to be handled through the Dispute Resolution Procedure.

3.3 If the Supplier is in Default of any of its obligations under this Clause 12, the Buyer shall be entitled to terminate this Contract and/or a Statement of Work and (in the case of termination of the Contract) the consequences of termination set out in Clause 14.5.1 shall apply as if the Contract was terminated under Clause 14.4.1 and (in the case of termination of a Statement of Work) the consequences of termination set out in Clause 14.5.3 shall apply as if the Statement of Work was terminated under Clause 14.4.4.

4. Step-in rights

4.1 If a Step-In Trigger Event occurs, the Buyer may give notice to the Supplier that it will be taking action in accordance with this Clause 13.1 and setting out:

4.1.1 whether it will be taking action itself or with the assistance of a third party;

4.1.2 what Required Action the Buyer will take during the Step-In Process;

4.1.3 when the Required Action will begin and how long it will continue for;

4.1.4 whether the Buyer will require access to the Sites; and

4.1.5 what impact the Buyer anticipates that the Required Action will have on the Supplier's obligations to provide the Deliverables.

4.2 For as long as the Required Action is taking place:

4.2.1 the Supplier will not have to provide the Deliverables that are the subject of the Required Action;

4.2.2 no Deductions will be applicable in respect of Charges relating to the Deliverables that are the subject of the Required Action; and

4.2.3 the Buyer will pay the Charges to the Supplier after subtracting any applicable Deductions and the Buyer's costs of taking the Required Action.

4.3 The Buyer will give notice to the Supplier before it ceases to exercise its rights under the Step-In Process and within 20 Working Days of this notice the Supplier will develop a draft Step-Out Plan for the Buyer to approve.

4.4 If the Buyer does not approve the draft Step-Out Plan, the Buyer will give reasons and the Supplier will revise the draft Step-Out Plan and re-submit it for approval.

4.5 The Supplier shall bear its own costs in connection with any step-in by the Buyer under this Clause 13, provided that the Buyer shall reimburse the Supplier's reasonable additional expenses incurred directly as a result of any step-in action taken by the Buyer under:

4.5.1 limbs (f) or (g) of the definition of a Step-In Trigger Event; or

4.5.2 limbs (h) and (i) of the definition of a Step-in Trigger Event (insofar as the primary cause of the Buyer serving a notice under Clause 13.1 is identified as not being the result of the Supplier's Default).

5. Ending the contract

5.1 The Contract takes effect on the Start Date and ends on the End Date. A Statement of Work takes effect on the start date specified in that Statement of Work and ends on the end date specified in that Statement of Work or earlier if terminated under this Clause 14.

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

5.3 **Ending the contract without a reason**

10.1.1 The Buyer has the right to terminate:

5.3.1 the Contract at any time without reason or (subject to Clause 14.6.3b)) liability by giving the Supplier not less than 30 days' notice (unless a different notice period is set out in the Award Form) and, if it's terminated, Clauses 14.5.1b) to 14.5.1h) apply; and

5.3.2 any Statement of Work at any time without reason or (subject to Clause 14.6.4b)) liability by giving the Supplier not less than the notice period that is set out in the relevant Statement of Work and if its terminated, Clauses 14.5.3b) to 14.5.3g) apply.

5.4 **When the Buyer can end the Contract**

5.4.1 If any of the following events happen, the Buyer has the right to immediately terminate the Contract by issuing a Termination Notice to the Supplier:

a) there's a Supplier Insolvency Event;
b) the Supplier fails to notify the Buyer in writing of any Occasion of Tax Non-Compliance;
c) there's a Notifiable Default that is not corrected in line with an accepted Rectification Plan;
d) the Buyer rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request;
e) there's any material Default of the Contract;
f) a Default that occurs and then continues to occur on one or more occasions within 6 Months following the Buyer serving a warning notice on the Supplier that it may terminate for persistent breach of the Contract;
g) there's any material Default of any Joint Controller Agreement relating to the Contract;
h) there's a Default of Clauses 2.7, 10, 12, 18, 19, 31, 36, Schedule 19 (Cyber Essentials) (where applicable) or Schedule 36 (Intellectual Property Rights) relating to the Contract;
i) the performance of the Supplier causes a Critical Service Level Failure to occur;
j) there's a consistent repeated failure to meet the Service Levels or the KPIs or the Social Value KPIs in Schedule 10 (Service Levels);
k) there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing;
l) the Buyer 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;
m) the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them;
n) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law, or the Supplier fails to comply with (and if capable of remedy, remedy to the satisfaction of the Buyer) any Expo Policy, when providing the Deliverables;
o) if required by applicable Law; or

p) if the Supplier fails to obtain a Cyber Essentials Scheme Basic Certificate within one (1) Month after the Start Date.

5.4.2 The Buyer also has the right to terminate the Contract in accordance with Clauses 9.6 and 24.3, Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) and Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable) and to terminate a Statement of Work in accordance with Clause 24.3.

5.4.3 If any of the events in 73 (1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and Clauses 14.5.1b) to 14.5.1h) apply.

5.4.4 If any of the following events happen, the Buyer has the right to immediately terminate any Statement of Work by issuing a Termination Notice to the Supplier:

a) there's a Notifiable Default that is not corrected in line with an accepted Rectification Plan;
b) the Buyer rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request;
c) there's any material Default of that Statement of Work;
d) a Default that occurs and then continues to occur on one or more occasions within 6 Months following the Buyer serving a warning notice on the Supplier that it may terminate for persistent breach of that Statement of Work; or
e) if required by applicable Law.

5.5 **What happens if the contract ends**

5.5.1 Where the Buyer terminates the Contract under Clauses 14.4.1 or 9.6, Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) or Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable), all of the following apply:

a) The Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
b) The Buyer's payment obligations under the terminated Contract stop immediately.
c) Accumulated rights of the Parties are not affected.
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).
g) The Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.
h) The following Clauses survive the termination of the Contract: 3.2.11, 6, 7.2, 10, 15, 18, 19, 20, 21, 22, 39, 40, Schedule 36 (Intellectual Property Rights) and any Clauses and Schedules which are expressly or by implication intended to continue.

5.5.2 If either Party terminates the Contract and/or a Statement of Work under Clause 24.3:

a) each Party must cover its own Losses; and
b) if the Contract is terminated, Clauses 14.5.1b) to 14.5.1h) apply and if a Statement of Work is terminated, Clauses 14.5.3b) to 14.5.3g) apply.

5.5.3 Where the Buyer terminates a Statement of Work under Clause 14.4.4, all of the following apply:

a) The Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the duration of that Statement of Work.
b) The Buyer's payment obligations under the terminated Statement of Work stop immediately.
c) Accumulated rights of the Parties are not affected.

d) The Supplier must promptly delete or return any Government Data that it holds solely in relation to and for the purposes of the supply of Optional Services subject to that Statement of Work, except where required to retain copies by Law.
e) The Supplier must promptly return any of the Buyer's property provided solely in relation to and for the purposes of supplying the Optional Services under that Statement of Work.
f) The Supplier must, if requested by the Buyer and at no cost to the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier) of any Optional Services subject to that Statement of Work.
g) The Supplier must repay to the Buyer all the Charges that it has been paid in advance for any Optional Services under that Statement of Work that it has not provided as at the date of termination.

5.5.4 The termination of a Statement of Work in accordance with the terms of the Contract by either Party shall not terminate any part of the remaining Contract, which will continue in full force and effect.

5.6 **When the Supplier can end the contract**

5.6.1 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 20% of the total Contract Value within 90 days of the date of the Reminder Notice. The Supplier can terminate a Statement of Work if the Buyer fails to pay an undisputed invoiced sum due and worth over 50% of the total Charges due under that Statement of Work within 90 days of the date of the Reminder Notice.

5.6.2 The Supplier also has the right to terminate the Contract in accordance with Clauses 24.3 and 27.5 and to terminate a Statement of Work in accordance with Clause 24.3.

5.6.3 Where the Buyer terminates the Contract under Clause 14.3 or the Supplier terminates the Contract under Clause 14.6.1 or 27.5:

a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier;
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; and
c) Clauses 14.5.1b)14.5.1d) to 14.5.1h) apply.

5.6.4 Where the Buyer terminates a Statement of Work under Clause 14.3 or the Supplier terminates a Statement of Work under Clause 14.6.1:

a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier under that Statement of Work;
b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses under that Statement of Work 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 Statement of Work had not been terminated; and
c) Clauses 14.5.3b) to 14.5.3g) apply.

5.7 **Partially ending and suspending the contract**

5.7.1 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.

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

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

a) reject the Variation; or
b) increase the Charges, except where the right to partial termination is under Clause 14.3.

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

6. How much you can be held responsible for

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

6.2 Neither Party is liable to the other for:

6.2.1 any indirect Losses; and

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

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

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

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

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

6.4 In spite of Clause 15.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 9.4, 10.2.1, 16.3, 35.3.2 or Schedule 7 (Staff Transfer) of the Contract.

6.5 In spite of Clause 15.1, but subject to Clauses 15.2 and 15.3, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability Cap.

6.6 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.

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

6.7.1 Deductions; and

6.7.2 any items specified in Clause 15.4.

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

7. Obeying the law

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

7.2 The Supplier shall comply with the provisions of:

7.2.1 the Official Secrets Acts 1911 to 1989; and

7.2.2 section 182 of the Finance Act 1989.

7.3 The Supplier indemnifies the Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law.

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

8. Insurance

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

9. Data protection

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

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

9.3 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.

9.4 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.

9.5 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.

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

9.6.1 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 Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and

9.6.2 restore the Government Data itself or using a third party.

9.7 The Supplier must pay each Party's reasonable costs of complying with Clause 18.6 unless the Buyer is entirely at fault.

9.8 The Supplier:

9.8.1 must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;

9.8.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;

9.8.3 must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;

9.8.4 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

9.8.5 indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 18 or any Data Protection Legislation.

10. What you must keep confidential

10.1 Each Party must:

10.1.1 keep all Confidential Information it receives confidential and secure;

10.1.2 not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and

10.1.3 immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

10.2 In spite of Clause 19.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

10.2.1 where disclosure is required by applicable Law, a regulatory body or a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;

10.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;

10.2.3 if the information was given to it by a third party without obligation of confidentiality;

10.2.4 if the information was in the public domain at the time of the disclosure;

10.2.5 if the information was independently developed without access to the Disclosing Party's Confidential Information;

10.2.6 on a confidential basis, to its auditors or for the purpose of regulatory requirements;

10.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and

10.2.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

10.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.

10.4 The Buyer may disclose Confidential Information in any of the following cases:

10.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;

10.4.2 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;

10.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

10.4.4 where requested by Parliament; and

10.4.5 under Clauses 4.7 and 20.

10.4.6 On a confidential basis under the audit rights in Clauses 6.5 to 6.9 (inclusive), Clause 13 (Step-in-rights), Schedule 7 and Schedule 30 (if used).

10.5 For the purposes of Clauses 19.2 to 19.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 19.

10.6 Transparency Information and any Information which is exempt from disclosure by Clause 20 is not Confidential Information.

10.7 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 Buyer and must use all reasonable endeavours to ensure that Supplier Staff do not either.

11. When you can share information

11.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.

11.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:

11.2.1 publish the Transparency Information;

11.2.2 comply with any Freedom of Information Act (FOIA) request; and

11.2.3 comply with any Environmental Information Regulations (EIR) request.

11.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a FOIA request and may talk to the Supplier to help it decide whether to publish information under Clause 20.1. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

11.4 Notwithstanding any other provision of this Contract, the Supplier hereby gives its consent for the Buyer to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The Buyer may, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions, but publication shall be the Buyer's decision in its absolute discretion.

10.2

11.5 The Supplier shall assist and co-operate with the Buyer to enable the Buyer to publish the Transparency Information, including the preparation of the Transparency Reports in accordance with Paragraph 1.1 of Schedule 6 (Transparency Reports).

10.3

12. Invalid parts of the contract

12.1 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 the Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

12.2 If any removal under Clause 21.1 is so fundamental that it prevents the purpose of the Contract from being achieved or it materially changes the balance of risk and rewards between the Parties, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to rectify these issues and to amend the Contract accordingly so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Contract and, to the extent that it is reasonably possible, achieves the Parties' original commercial intention.

12.3 If the Parties cannot agree on what amendments are required within 5 Working Days, the matter will be dealt with via commercial negotiation as set out in Clause 39.2 and, if there is no resolution within 30 Working Days of the matter being referred, the Contract will terminate automatically and immediately with costs lying where they fall.

13. No other terms apply

The provisions incorporated into the Contract constitute the entire agreement between the Parties. The Contract replaces all previous statements, negotiations and agreements between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this Clause shall not exclude liability in respect of any fraudulent misrepresentation.

14. Other people's rights in the Contract

10.4 No third parties may use the Contracts (Rights of Third Parties) Act (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.

15. whCircumstances beyond your control

15.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract and/or a Statement of Work while the inability to perform continues, if it both:

15.1.1 provides a Force Majeure Notice to the other Party; and

15.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

15.2 Any failure or delay by the Supplier to perform its obligations under this Contract and/or a Statement of Work that is due to a failure or delay by an agent, Subcontractor or supplier will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.

15.3 Either Party can partially or fully terminate the Contract and/or a Statement of Work if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

16. Relationships created by the Contract

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

17. 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.

18. Transferring responsibilities

18.1 The Supplier cannot assign, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent.

18.2 Subject to Schedule 27 (Key Subcontractors*),* the Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with information about the Subcontractor as it reasonably requests. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:

18.2.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;

18.2.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

18.2.3 the proposed Subcontractor employs unfit persons.

18.3 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.

18.4 When the Buyer uses its rights under Clause 27.3 the Supplier must enter into a novation agreement in the form that the Buyer specifies.

18.5 The Supplier can terminate the Contract novated under Clause 27.3 to a private sector body that is experiencing an Insolvency Event.

18.6 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

18.7 If at any time the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

18.7.1 their name;

18.7.2 the scope of their appointment;

18.7.3 the duration of their appointment; and

18.7.4 a copy of the Sub-Contract.

19. Changing the contract

19.1 Either Party can request a Variation to the Contract which is only effective if agreed in writing, including where it is set out in the Variation Form, and signed by both Parties.

19.2 The Supplier must provide an Impact Assessment either:

19.2.1 with the Variation Form (as set out in Schedule 21), where the Supplier requests the Variation; and

19.2.2 within the time limits included in a Variation Form requested by the Buyer.

19.3 If the Variation to the Contract cannot be agreed or resolved by the Parties, the Buyer can either:

19.3.1 agree that the Contract continues without the Variation; and

19.3.2 refer the Dispute to be resolved using Clause 39 (Resolving Disputes).

19.4 The Buyer is not required to accept a Variation request made by the Supplier.

19.5 The Supplier may only reject a Variation requested by the Buyer if the Supplier:

19.5.1 reasonably believes that the Variation would materially and adversely affect the risks to the health and safety of any person or that it would result in the Deliverables being provided in a way that infringes any Law; or

19.5.2 demonstrates to the Buyer's reasonable satisfaction that the Variation is technically impossible to implement and that neither the Tender nor the Specification state that the Supplier has the required technical capacity or flexibility to implement the Variation.

19.6 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.

19.7 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or the Contract and provide evidence:

19.7.1 that the Supplier has kept costs as low as possible, including in Subcontractor costs; and

19.7.2 of how it has affected the Supplier’s costs.

19.8 Any change in the Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 28.1 to 28.4.

20. How to communicate about the contract

20.1 All notices under the Contract must be in writing. A notice will not be valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via Jaggaer.

20.2 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they’re delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9am on the first Working Day after sending unless an error message is received.

20.3 Notices to the Buyer must be sent to the Buyer Authorised Representative’s address or email address specified in the Award Form.

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

21. Dealing with claims

21.1 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.

21.2 At the Indemnifier's cost the Beneficiary must both:

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

21.2.2 give the Indemnifier reasonable assistance with the Claim if requested.

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

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

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

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

21.7 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:

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

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

22. Preventing fraud, bribery and corruption

22.1 The Supplier must not during the Contract Period:

22.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2);

22.1.2 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.

22.2 The Supplier must during the Contract Period:

22.2.1 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;

22.2.2 keep full records to show it has complied with its obligations under this Clause 31 and give copies of these records to the Buyer on request; and

22.2.3 if required by the Buyer, within 20 Working Days of the Start Date of the Contract, and then annually, certify in writing to the Buyer, that they have complied with this Clause 31, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

22.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses 31.1 or has any reason to think that it, or any of the Supplier Staff, have either:

22.3.1 been investigated or prosecuted for an alleged Prohibited Act;

22.3.2 been debarred, suspended, proposed for suspension or debarment, or are otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;

22.3.3 received a request or demand for any undue financial or other advantage of any kind related to the Contract; and

22.3.4 suspected that any person or Party directly or indirectly related to the Contract has committed or attempted to commit a Prohibited Act.

22.4 If the Supplier notifies the Buyer as required by Clause 31.3, 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.

22.5 If the Supplier is in Default under Clause 31.1 the Buyer may:

22.5.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the Default; and

22.5.2 immediately terminate this Contract.

22.6 In any notice the Supplier gives under Clause 31.4 it must specify the:

22.6.1 Prohibited Act;

22.6.2 identity of the Party who it thinks has committed the Prohibited Act; and

22.6.3 action it has decided to take.

23. Equality, diversity, human rights and modern slavery

23.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

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

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

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

23.3 The Supplier will adhere to all applicable law relating to modern slavery, child labour and inhumane treatment.

23.4 In relation to the Suppliers compliance with modern slavery obligations as set out in paragraph 3 of Schedule 26 (Sustainability), the Supplier:

23.4.1 shall within 60 days of the Start Date complete the Modern Slavery Assessment Tool (MSAT). In the event the Supplier has completed a recent MSAT with another Government buyer as part of a separate procurement, and no more than 12 months have passed from completion of that MSAT, then the Supplier may submit the relevant results and/or action plan for application under this Contract;

23.4.2 shall prepare and progress against an agreed Modern Slavery Action Plan but only where completion of the MSAT has identified a Medium High modern slavery risk;

23.4.3 (where applicable) within 6 months of the Start Date provide the Buyer with a Supply Chain Map in the form and manner set out in the Specification; and

23.4.4 shall work openly and proactively with the Buyer to resolve any identified instances of slavery and/or trafficking and where appropriate, and make any necessary changes to the Suppliers working practices.

10.5

24. Health and safety

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

24.1.1 all applicable Law regarding health and safety; and

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

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

25. Compliance with Environmental and other Buyer Policies

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

25.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy and that they comply with it.

25.3 The Supplier shall meet the Government Buying Standards applicable to the Services which can be found online at: https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs.

25.4 The Supplier must register on the Buyer's nominated e-procurement system (Jaggaer) on or before the Start Date. The Supplier agrees to utilise Jaggaer for all reporting requirements arising prior to and during the Contract Period.

26. Tax

26.1 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 or any Statement of Work where the Supplier has not paid a minor tax or social security contribution.

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

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

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

26.3 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 the Contract, the Supplier must both:

26.3.1 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

26.3.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

26.4 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:

26.4.1 the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 35.3.1, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

26.4.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;

26.4.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 35.3.1 or confirms that the Worker is not complying with those requirements; and

26.4.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

27. Conflict of interest

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

27.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.

27.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential Conflict of Interest, the Buyer may terminate its Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest.

28. Reporting a breach of the contract

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

28.1.1 Law;

28.1.2 Clause 16.1; and

28.1.3 Clauses 31 to 36.

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

29. Further Assurances

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

30. Resolving disputes

30.1 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 by commercial negotiation.

30.2 If the Parties cannot resolve the Dispute via commercial negotiation, they can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 39.3 to 39.5.

30.3 Unless the Buyer refers the Dispute to arbitration using Clause 39.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

30.3.1 determine the Dispute;

30.3.2 grant interim remedies; and

30.3.3 grant any other provisional or protective relief.

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

30.5 The Buyer has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 39.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 39.4.

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

31. Which law applies

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

SCHEDULE 36 (INTELLECTUAL PROPERTY RIGHTS)

1. Intellectual Property Rights

1.1. Each Party keeps ownership of its own Existing IPR. Neither Party has the right to use the other Party's IPR, including any use of the other Party's names, logos or trademarks, except as expressly granted elsewhere under the Contract or otherwise agreed in writing.

1.2. Except as expressly granted elsewhere under the Contract, neither Party acquires any right, title or interest in or to the IPR owned by the other Party or any third party.

1.3. **Licences granted by the Supplier: Supplier Existing IPR**

1.3.1. Where the Buyer orders Deliverables which contain or rely upon Supplier Existing IPR, the Supplier hereby grants the Buyer a Supplier Existing IPR Licence on the terms set out in Paragraph 1.3.2.

1.3.2. The Supplier Existing IPR Licence granted by the Supplier to the Buyer is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-license any Supplier Existing IPR which is reasonably required by the Buyer to enable it:

1.3.2.1. or any End User to use and receive the Deliverables; or

1.3.2.2. to use, sub-licence or commercially exploit (including by publication under Open Licence) the New IPR and New IPR Items,

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

1.4. **Licences granted by the Buyer and New IPR**

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

1.4.2. Where a Party acquires ownership of IPR 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.

1.4.3. Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR in the table at Annex 1 to this Schedule 36 and keep this updated throughout the Contract Period.

1.5. **Open Licence Publication**

1.5.1. Subject to Paragraph 1.5.4, the Supplier agrees that the Buyer may at its sole discretion publish under Open Licence all or part of the New IPR Items.

1.5.2. Subject to Paragraph 1.5.4, the Supplier hereby warrants that the New IPR Items are suitable for release under Open Licence.

1.5.3. The Supplier will supply any or all New IPR Items in a format suitable for publication under Open Licence ("the Open Licence Publication Material") within 30 days of written request from the Buyer ("Buyer Open Licence Request").

1.5.4. The Supplier may within 15 days of a Buyer Open Licence Request under Paragraph 1.5.3 request in writing that the Buyer excludes all or part of:

1.5.4.1. the New IPR; or

1.5.4.2. Supplier Existing IPR or Third Party IPR that would otherwise be included in the Open Licence Publication Material supplied to the Buyer pursuant to Paragraph 1.5.3

from Open Licence publication.

1.5.5. Any decision to Approve any such request from the Supplier pursuant to Paragraph 1.5.4 shall be at the Buyer's sole discretion, not to be unreasonably withheld, delayed or conditioned.

1.5.6. Subject to Clause **Error! Reference source not found.** of the Core Terms, the Buyer will not be liable in the event that any Supplier Existing IPR or Third Party IPR is included in the Open Licence Publication Material published by the Buyer.

1.6. **Third Party IPR**

1.6.1. The Supplier shall not use in the delivery of the Deliverables any Third Party IPR unless Approval is granted by the Buyer and it has procured that the owner or an authorised licensor of the relevant Third Party IPR has granted a Third Party IPR Licence on the terms set out in Paragraph 1.6.3. If the Supplier cannot obtain for the Buyer a licence on the terms set out in Paragraph 1.6.3 in respect of any Third Party IPR the Supplier shall:

1.6.1.1. notify the Buyer in writing; and

1.6.1.2. use the relevant Third Party IPR only if the Buyer has provided authorisation in writing, with reference to the acts authorised and the specific IPR involved.

1.6.2. In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

1.6.3. The Third Party IPR Licence granted to the Buyer shall be a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-licence any Third Party IPR which is reasonably required by the Buyer to enable it or any End User to receive and use the Deliverables and make use of the deliverables provided by a Replacement Supplier.

1.7. **Termination of licences**

1.7.1. The Supplier Existing IPR Licence granted pursuant to Paragraph 1.3 and the Third Party IPR Licence granted pursuant to Paragraph 1.6 shall survive the Expiry Date and termination of this Contract.

1.7.2. The Supplier shall, if requested by the Buyer in accordance with Schedule 30 (Exit Management) and to the extent reasonably necessary to ensure continuity of service during exit and transition to any Replacement Supplier, grant (or procure the grant) to the Replacement Supplier a licence to use any Supplier Existing IPR or Third Party IPR on terms equivalent to the Supplier Existing IPR Licence or Third Party IPR Licence (as applicable) subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.

1.7.3. Any licence granted to the Supplier pursuant to Paragraph 1.4 (Licence granted by the Buyer) shall terminate automatically on the Expiry Date and the Supplier shall:

1.7.3.1. immediately cease all use of the Buyer Existing IPR (including the Buyer Data within which the Buyer Existing IPR may subsist);

1.7.3.2. at the discretion of the Buyer, return or destroy documents and other tangible materials that contain any of the Buyer Existing IPR and the Buyer Data, provided that if the Buyer has not made an election within six months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Buyer Existing IPR and the Buyer Data (as the case may be); and

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

Schedule 1 (Definitions)

1. Definitions

1.1 In the 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 the 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 (including as a consequence of the Retained EU Law (Revocation and Reform) Act 2023);

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; and

1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.

1.3.11 the headings in the Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract; and

1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.

1.3.13 Any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):

(I) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time.

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

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

“Asite”	the PMCC Consultant’s common data environment for all Project Suppliers to share and receive relevant project documents through;
“Associates”	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
"Audit"	the Buyer’s right to: (a) verify the integrity and content of any Financial Report; (b) verify the accuracy of the Charges and any other amounts payable by the Buyer under a Contract (including proposed or actual variations to them in accordance with the Contract); (c) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; (d) verify the Open Book Data; (e) verify the Supplier’s and each Subcontractor’s compliance with the applicable Law; (f) identify or investigate actual or suspected breach of Clauses 3 to 37 and/or Schedule 26 (Sustainability), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; (g) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; (h) obtain such information as is necessary to fulfil the Buyer’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; (i) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract; (j) carry out the Buyer’s internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts; (k) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the

	economy, efficiency and effectiveness with which the Buyer has used its resources;
"Auditor"	(a) the Buyer's internal and external auditors; (b) the Buyer's statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by the Buyer to carry out audit or similar review functions; and (f) successors or assigns of any of the above;
"AVL"	means the technical audio visual and lighting system;
"Award Form"	the document outlining the Incorporated Terms and crucial information required for the Contract, to be executed by the Supplier and the Buyer;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Billable Charges"	has the meaning given to it in Schedule 3 (Charges);
"Buyer" or "the Authority"	The public sector purchaser identified as such in the Award 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 the Contract initially identified in the Award Form;
"Buyer Cause"	has the meaning given to it in the Award Form;
"Buyer Data"	means 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 Buyer's or End User's Confidential Information, and which: (a) are supplied to the Supplier by or on behalf of the Buyer, or End User; or

	(b) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or (c) any Personal Data for which the Buyer or End User is the Controller;
"Buyer Existing IPR"	means any and all IPR that are owned by or licensed to the Buyer, and where the Buyer is a Central Government Body, any Crown IPR, and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise)
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
“Buyer Review Period”	refers to Delivery Phases 1c, 1e, 2b, 3b, 4b, 5b, and 6b as outlined in the table at 2.2.4 in the Specification (Schedule 02) where the Buyer and Supplier will engage in the review, sign-off and approval process for Deliverables 1b, 1d, 2a, 3a, 4a, 5a and 6a as according to the process outlined in Section 9 of the Specification – Sign-off / Approval Process for Core Deliverables. The Buyer Review Period is used to confirm “Delivery” by the Supplier where such delivery is associated with the Charges.
"Buyer Third Party"	means any supplier to the Buyer (other than the Supplier), which is notified to the Supplier from time to time;
"Buyer's Confidential Information"	(a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR); (b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer’s attention or into the Buyer’s possession in connection with the Contract; and information derived from any of the above;
"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 the Contract, as set out in the Award Form, for the full and proper performance by the Supplier of its obligations under the Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Award Form (if any) and always excluding Publishable Performance Information) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"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;
“Confirmed Charges”	has the meaning given to it in Schedule 3 (Charges);
"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 the Contract, in the reasonable opinion of the Buyer;
“Contingency Charges”	has the meaning given to it in Schedule 3 (Charges);
"Contract"	the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form;

"Contract Period"	the term of the Contract from the earlier of the: (a) Start Date; or (b) the Effective Date, (c) until the End Date;
"Contract Management Meeting"	a monthly meeting between the Buyer and the Supplier to review performance and progress against the Deliverables, and performance against any Service Levels, KPIs and Social Value KPIs detailed in Schedule 10 (Service Levels).
"Contract Management Report"	a monthly report produced by the Supplier indicating the steps taken to achieve Milestones and delivery dates by including the information required as outlined in Schedule 13 (Contract Management).
"Contract Value"	Up to two million, five hundred and thirty-nine thousand, eight hundred and ninety-nine pounds and twenty pence sterling (£2,539,899.20) excluding VAT;
"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"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Core Deliverables"	means the five (5) overarching Deliverables to be provided by the Supplier as identified in Schedule 02 (Specification);
"Core Terms"	the Buyer's terms and conditions which apply to and comprise one part of the Contract set out in the document called "Core Terms";
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: (a) the cost to the Supplier or any Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: (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; (viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and (ix) reasonable recruitment costs, as agreed with the Buyer; (b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; (c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and (d) Reimbursable Expenses to the extent these have been specified as allowable in the Award Form and are incurred in delivering any Core Deliverables and any other travel and subsistence costs agreed under a Statement of Work; but excluding: (e) Overhead; (f) financing or similar costs; (g) 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; (h) taxation; (i) fines and penalties; (j) amounts payable under Schedule 12 (Benchmarking) where such Schedule is used; and (k) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"Critical Service Level Failure"	has the meaning given to it in the Award Form;

"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Crown IPR"	means any IPR which is owned by or licensed to the Crown, and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"CRTPA"	the Contract Rights of Third Parties Act 1999;
“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR, (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy; and (iv) (to the extent that it applies) the EU GDPR
"Data Protection Liability Cap"	has the meaning given to it in the Award Form
"Data Protection Officer"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits (if applicable), Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under the Contract;
"Default"	any breach of the obligations of the Supplier (including but not limited to abandonment of the Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in

	relation to the subject-matter of the Contract and in respect of which the Supplier is liable to the Buyer;
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Deliverable Date as specified in the Implementation Plan;
"Deliverable Payment"	Has the meaning given to it in Schedule 3 (Charges);
"Deliverable Phase"	has the meaning given to it in paragraph 2.2.4 of Schedule 2 (Specification);
"Deliverables"	means (a) any Core Deliverables and (b) any Optional Services outlined in an agreed Statement of Work;
"Deliverable Stage"	Means the Deliverable Stages set out in paragraph 1.5 of Annex 1 to Schedule 3 (Charges) and may consist of one or more Deliverable Phases;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of the Contract as confirmed and accepted by the Buyer by confirmation in writing to the Supplier; and "**Deliver**" and "**Delivered**" shall be construed accordingly;
"Delivery Date"	shall be the date specified in 2.2.4 of Schedule 2 for the Delivery of all the Deliverables that make up the Delivery Phase that triggers payment of the Deliverable Payment as set out in the table in paragraph 1.5 of Annex 1 of Schedule 3 (Charges);
"Dependent Parent Undertaking"	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Contract;
"Developed Design Intent"	means sketches, renders, basic drawings and other information prepared by the ICDS Supplier that convey the aesthetic, fundamental, intrinsic requirements of a design. This is the information in which the Supplier describes the intended design in a manner that allows a specialist subcontractor to develop shop drawings and/or similar instructions needed, to execute, build and/or produce the design intended. It will use the provided dimensions, models and plans provided by the DBMD Contractor to ensure integration is viable

"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Award Form (for the purposes of this definition the **"Disaster Period**");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 19 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract (including any Statement of Work), whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 39 (Resolving disputes);
"Documentation"	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Buyer under the Contract as: (a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables (b) is required by the Supplier in order to provide the Deliverables; and/or (c) has been or shall be generated for the purpose of providing the Deliverables;
“Dome Software”	means the interactive software being developed by the Supplier specifically for the ‘dome’ area of the UKP;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;

"DPA 2018"	The Data Protection Act 2018
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Buyer prior to the Start Date;
"Early Warning Notice" or "EWN"	has the meaning given to it in paragraph [2.7.7] of Schedule 2 (Specification);
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
"End Date"	the earlier of: (a) the Expiry Date as extended by the Buyer under Clause 14.2; or (b) if the Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"End User"	means a party that is accessing the Deliverables provided pursuant to this Contract (including the Buyer where it is accessing services on its own account as a user);
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Escalation Meeting"	means a meeting between the Supplier Authorised Representative and the Buyer Authorised Representative to address issues that have arisen during the Rectification Plan Process;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Award Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under Clause 15.1 : (a) in the first Contract Year, the Estimated Year 1 Charges; or

	(b) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or (c) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
"EU"	European Union
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Plan"	has the meaning given to it in Paragraph 4.1 of Schedule 30 (Exit Plan);
"Expiry Date"	the date of the end of the Contract as stated in the Award Form;
"Expo Organiser"	means any entity responsible for the organisation of the World Exposition 2025 in Osaka, Japan;
"Expo Operations Guide"	means the guideline document to be issued by Expo in relation to the World Exposition 2025 in Osaka, Japan that will be accessible through the Expo Online Portal;
"Expo Online Portal"	means the online common data environment set up by Expo which allows participating countries access to receive information, guidelines, documents, regulations and policies in relation to the World Exposition 2025 in Osaka, Japan;
"Expo Policy"	means any policy, guidance or code issued in relation to the World Exposition 2025 in Osaka, Japan, including but not limited to the Expo 2025 Sustainable Procurement Code;
"Expo Regulations"	means any general or special regulations issued by Expo in relation to the World Exposition 2025 in Osaka, Japan that can be accessed through the Expo Online Portal;
"Extension Period"	such period or periods beyond which the Initial Period may be extended, specified in the Award Form;
"FDE Group"	the Supplier and any Additional FDE Group Member;
"Fighting Climate Change"	means the Social Value theme focused on encouraging businesses to improve the environment through their line of work;

"Financial Distress Event"	the occurrence of one or more the following events: (a) the credit rating of any FDE Group entity drops below the applicable Credit Rating Threshold of the relevant Rating Agency; (b) any FDE Group entity issues a profits warning to a stock exchange or makes any other public announcement, in each case about a material deterioration in its financial position or prospects; (c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of any FDE Group entity; (d) any FDE Group entity commits a material breach of covenant to its lenders; (e) a Key Subcontractor notifies the Buyer that the Supplier has not paid any material sums properly due under a specified invoice and not subject to a genuine dispute; (f) any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than 9 months after its accounting reference date without an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate; (g) any FDE Group entity is late to file its annual accounts without a public notification or an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate; (h) the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity's going concern in the annual report including in a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors; (i) any of the following: (i) any FDE Group entity makes a public announcement which contains commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern; (ii) commencement of any litigation against any FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;

	(iii) non-payment by any FDE Group entity of any financial indebtedness; (iv) any financial indebtedness of any FDE Group entity becoming due as a result of an event of default; (v) the cancellation or suspension of any financial indebtedness in respect of any FDE Group entity; or (vi) an external auditor of any FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE Group entity, in each case which the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued provision of the Deliverables in accordance with the Contract;
"Financial Report"	a report provided by the Supplier to the Buyer that: (a) to the extent permitted by Law, provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier; (b) to the extent permitted by Law, provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer); (c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of this Contract; and (d) is certified by the Supplier's Chief Financial Officer or Director of Finance;
"Financial Transparency Objectives"	means: (a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and the Supplier Profit Margin so that it can understand any payment sought by the Supplier; (b) the Parties being able to understand Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques; (c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges; (d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services;

	(e) the Parties challenging each other with ideas for efficiency and improvements; and (f) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from: (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under the Contract and/or a Statement of Work; (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of a Crown Body, local government or regulatory bodies; (d) fire, flood or any disaster; or (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: (i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; (ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and (iii) any failure of delay caused by a lack of funds, and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"General Anti-Abuse Rule"	(a) the legislation in Part 5 of the Finance Act 2013 and; and

	(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government" (or "His Majesty's Government (HMG)"	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"	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: (a) are supplied to the Supplier by or on behalf of the Buyer; or (b) the Supplier is required to generate, process, store or transmit pursuant to the Contract; (c) any Personal Data for which the Buyer is Controller;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Schedule 23 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Award Form, which is in force as at

	the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Buyer completed in good faith, including: (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; (b) details of the cost of implementing the proposed Variation; (c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; (d) a timetable for the implementation, together with any proposals for the testing of the Variation; and (e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Schedule 8 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Incorporated Terms"	the contractual terms applicable to the Contract specified in the Award Form;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Controller"	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
"Indexation"	the adjustment of an amount or sum in accordance with the Award Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of the Contract specified in the Award Form;

"Insolvency Event"	with respect to any person, means: (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: (i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; (b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person; (c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person; (d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within fourteen (14) days; (e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; (f) where that person is a company, a LLP or a partnership: (i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person; (ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of

	intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person; (iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or (iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or (g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Contract Period to install the Goods in accordance with the Contract;
"Intellectual Property Rights" or "IPR"	(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information; (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and (c) all other rights having equivalent or similar effect in any country or jurisdiction;
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Award Form;
“IP Completion Day”	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, 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 the 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;
"Jaggaer"	means the Buyer's nominated e-procurement system;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Annex 2 of Schedule 20 (Processing Data);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Staff"	the persons who the Supplier shall appoint to fill key roles in connection with the Services as listed in Annex 1 of Schedule 29 (Key Supplier Staff);
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	the Supplier shall list all such Key Subcontractors in section 35 of the Award Form;
"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 Start Date;
"Key Performance Indicators" or "KPIs"	the key performance indicators in relation to the Core Deliverables set out in Schedule 10 (Service Levels);
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply and/or that is applicable to the Suppliers delivery of the Services. For the avoidance of doubt, Law shall include any applicable Japanese Law;
"Law Enforcement Processing"	processing under Part 3 of the DPA 2018;

"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "**Loss**" shall be interpreted accordingly;
"Marketing Contact"	shall be the person identified in the Award Form;
"Media Briefs"	means briefs that provide the creative intent for each piece of content within the exhibition, often including storyboards, styleframes, scripts and description of canvas size and intent;
"Media Production"	means producing the content that has been designed;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Modern Slavery Action Plan"	means a detailed remedial and/or mitigation plan submitted by the Supplier and agreed by the Buyer, which sets out the action the Supplier will take, during the Term, to remedy and/or mitigate any modern slavery issues;
"Modern Slavery Assessment Tool (MSAT)"	means the modern slavery risk identification and management tool which can be found online at: https://supplierregistration.cabinetoffice.gov.uk/msat;
"Month"	a calendar month and "**Monthly**" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	(a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and updates and amendments of these items including database schema; and/or (b) IPR in or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR. Unless otherwise agreed in writing, any New IPR should be recorded in Schedule 36 and updated regularly;
"New IPR Item"	means a deliverable, document, product or other item within which New IPR subsists;

"Notifiable Default"	means: (a) the Supplier commits a material Default; and/or (b) the performance of the Supplier is likely to cause or causes a Critical Service Level Failure;
"Occasion of Tax Non – Compliance"	where: (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: (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; (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 (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;
"Open Book Data"	complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Contract, including details and all assumptions relating to: (a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; (b) operating expenditure relating to the provision of the Deliverables including an analysis showing: (i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; (iii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;

	(iv) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and (v) Reimbursable Expenses, if allowed under the Award Form and any other travel and subsistence costs agreed under a Statement of Work; (c) Overheads; (d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; (e) the Supplier Profit achieved over the Contract Period and on an annual basis; (f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; (g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and (h) the actual Costs profile for each Service Period;
"Open Licence"	means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles;
"Open Licence Publication Material"	means items created pursuant to the Contract which the Buyer may wish to publish as Open Licence which are supplied in a format suitable for publication under Open Licence;
"Optional Charges"	has the meaning given to it in Schedule 3 (Charges);
"Optional Services"	are a range of optional services that the Buyer may request the Supplier to deliver as outlined in the Schedule 02 (Specification) that will be commissioned through a Statement of Work.
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of

	Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parent Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	the Buyer or the Supplier and "**Parties**" shall mean both of them where the context permits;
"Performance Monitoring Reports"	has the meaning given to it in Schedule 10 (Service Levels);
"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
[redacted]	
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies;
"Processing"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract;
"Prohibited Acts"	(a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (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 the Contract; or (c) committing any offence: (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or (ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or (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;
"Project Suppliers"	means the other strategic suppliers appointed by the Buyer that the Supplier is required to work collaboratively with to realise the creation of the UK Pavilion.
"Publishable Performance Information"	means information relating to the Supplier's performance pursuant to Schedule 10 (Service Level) or any other information arising from the performance of this Contract, which is applied or used to measure the Supplier's performance of the Deliverables during the Contract Period;
"Protective Measures"	technical and organisational measures which must take account of: (a) the nature of the data to be protected (b) harm that might result from Data Loss Event; (c) state of technological development (d) the cost of implementing any measures including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"Public Sector Body "	means a formally established organisation that is (at least in part) publicly funded to deliver a public or government service;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;

"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its breach using the template in Schedule 25 (Rectification Plan) which shall include: (a) full details of the Notifiable Default that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Notifiable Default; and (c) the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 11;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	the reasonable out of pocket official travel and related subsistence (for example, hotel and food whilst travelling) expenses, properly and necessarily incurred in the performance of the Core Deliverables and Optional Services, where agreed and further refined in any Statement of Work, calculated at the rates and in accordance with the Buyer's Travel and Subsistence Policy set out at Schedule 31 (Travel and Subsistence) from time to time;
"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 Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 14.6.1 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the

	Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to the Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Action"	means the action the Buyer will take and what Deliverables it will control during the Step-In Process;
"Required Insurances"	the insurances required by Schedule 22 (Insurance Requirements);
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Schedule 8 (Implementation Plan and Testing) or as agreed by the Parties where Schedule 8 is not used in this Contract) granted by the Buyer when the Supplier has Achieved a Milestone or a Test;
"Schedules"	any attachment to the Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Schedule 16 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Award Form, in force as at the Start Date (a copy of which has been supplied to the Supplier), 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"	has the meaning given to it in Schedule 10 (Service Levels);
"Service Levels"	any service levels applicable to the provision of the Core Deliverables under the Contract which fall under the headings set out in Annex A to Part A of Schedule 10 (Service Levels) and are refined in a Statement of Work;
"Service Period"	has the meaning given to it in the Award Form;
"Services"	services made available by the Supplier as specified in Schedule 02 (Specification) and in relation to a Contract and in relation to any Optional Services, as agreed and further refined in any Statement of Work;

"Sites"	any premises (including the Buyer Premises, the Supplier's premises, Expo premises or third party premises) from, to or at which: (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; (c) those premises at which any Supplier Equipment or any part of the Supplier system is located (where ICT Services are being provided)
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Social Value"	the additional social benefits that can be achieved in the delivery of the Contract set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used)
"Social Value KPIs"	the Social Value priorities set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used
"Social Value Report"	the report the Supplier is required to provide to the Buyer pursuant to Paragraph 1 of Part C of Schedule 26 (Sustainability) where Schedule 10 (Service Levels) is not used
"Software Development"	means the development, documentation, programming, testing and of the software Deliverable;
"Special Terms"	any additional terms and conditions set out in the Award Form incorporated into the Contract;
"Special IPR Terms"	any additional terms and conditions relating to IPR set out in the Award Form incorporated into the Contract;
"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;
"Specification"	the specification set out in Schedule 2 (Specification), as may, in relation to the Contract, be supplemented by the Award Form;

"Standards"	any: (a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; (b) standards detailed in the specification in Schedule 2 (Specification); (c) standards detailed by the Buyer in the Award Form or agreed between the Parties from time to time; (d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	the date specified on the Award Form;
"Statement of Work"	means a document substantially in the form set out in Annex A (Statement of Work Template) to Schedule 38 (Statement of Work Commissioning Process) to refine the relevant Deliverables, as agreed and signed by the Parties;
"Step-In Process"	the process set out in Clause 13;
"Step-In Trigger Event"	means: (a) the Supplier's level of performance constituting a Critical Service Level Failure; (b) the Supplier committing a material Default which is irremediable; (c) where a right of termination is expressly reserved in this Contract; (d) an Insolvency Event occurring in respect of the Supplier or any Guarantor required under the Award Form; (e) a Default by the Supplier that is materially preventing or materially delaying the provision of the Deliverables or any material part of them; (f) the Buyer considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under the Contract; (g) the Buyer being advised by a regulatory body that the exercise by the Buyer of its rights under Clause 13 is necessary;

	(h) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Deliverables; and/or (i) a need by the Buyer to take action to discharge a statutory duty;
"Step-Out Plan"	means the Supplier's plan that sets out how the Supplier will resume the provision of the Deliverables and perform all its obligations under the Contract following the completion of the Step-In Process;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party: (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Subsidiary Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Supplier"	the person, firm or company identified in the Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier in relation to the Contract initially named in the Award Form and as may be notified by the Supplier to the Buyer from time to time;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract;
"Supplier Existing IPR"	any and all IPR that are owned by or licensed to the Supplier and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);

"Supplier Existing IPR Licence"	means a licence to be offered by the Supplier to the Supplier Existing IPR as set out in Clause 10.3;
"Supplier Group"	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
"Supplier Non-Performance"	where the Supplier has failed to: (a) Achieve a Milestone by its Milestone Date; (b) provide the Goods and/or Services in accordance with the Service Levels; and/or (c) comply with an obligation under the Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of the Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supplier's Confidential Information"	(a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; (b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with the Contract; Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Award Form appointed by the Supplier to oversee the operation of the Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supply Chain Information Report Template"	the document at Annex 1 of Schedule 18 (Supply Chain Visibility);

“Supply Chain Map”	means details of (i) the Supplier, (ii) all Subcontractors and (iii) any other entity that the Supplier is aware is in its supply chain that is not a Subcontractor, setting out at least: (a) the name, registered office and company registration number of each entity in the supply chain; (b) the function of each entity in the supply chain; and the location of any premises at which an entity in the supply chain carries out a function in the supply chain;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Contract detailed in the information are properly payable;
“Tender” or "Tender Response"	the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (Tender);
"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 5.1 of Schedule 30 (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 the Contract or any Statement of Work on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in the Contract;
"Test Plan"	a plan: (a) for the Testing of the Deliverables; and (b) setting out other agreed criteria related to the achievement of Milestones;
"Tests” and “Testing"	any tests required to be carried out pursuant to the Contract as set out in the Test Plan or elsewhere in the Contract and "**Tested**" shall be construed accordingly;
“The Narrative”	means the narrative of the content for the Expo 2025 UK Pavilion exhibition spaces.

"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Third Party IPR Licence"	means a licence to the Third Party IPR as set out in Paragraph 1.6 of Schedule 36;
"Transparency Information"	the Transparency Reports and the content of the Contract, including any, Publishable Performance Information, and/or any other information arising from the performance of the Contract, and/or any changes to this Contract agreed from time to time, except for – (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (b) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of Service Levels pursuant to the Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports);
"UK GDPR"	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4) of the DPA 2018;
"UKP" or "UK Pavilion"	means the UK Pavilion at Osaka World Expo 2025.
"Variation"	means a variation to the Contract;
"Variation Form"	the form set out in Schedule 21 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 28 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Verification Period"	if applicable, has the meaning given to it in Schedule 3 (Charges);
"Virtual Reality"	means the computer-generated simulation of a three-dimensional environment that can be interacted with in a physical way by a person using special electronic equipment to preview the design content within the UK Pavilion.

“Weekly Tracker”	A weekly report produced by the Supplier to update on the progress against the Deliverables including the additional information required as outlined in Schedule 13 (Contract Management).
"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;
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Award Form.
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;

SCHEDULE 6 (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 Without prejudice to the Supplier's reporting requirements set out in the Contract, within one (1) month 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	% Achievement against the Key Performance Indicators (KPIs) / Service Levels as described in Schedule 10 (Service Levels) (including the Social Value KPIs contained in that Schedule).	Spread Sheet	Monthly (and quarterly summary of the three months in the quarter)
Progress	Progress against Deliverables as described in Schedule 02 (Specification) of the Contract	Dashboard (Weekly Tracker)	Weekly
Charges	The Confirmed Charges, Billable Charges, Optional Charges, and/or Contingency Charges incurred against the agreed Charges for the Deliverables as outlined in Schedule 03 (Charges) of the Contract (commercially sensitive	Spread Sheet	Monthly (and then a summary following completion of each Deliverable)

	information will be redacted).		
Contract Management Report	The latest updates on the items outlined in Schedule 13 (Contract Management).	Dashboard	Monthly

Schedule 20 (Processing Data)

1. Status of the Controller

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

1.1.1 "Controller" in respect of the other Party who is "Processor";

1.1.2 "Processor" in respect of the other Party who is "Controller";

1.1.3 "Joint Controller" with the other Party;

1.1.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under a Contract and shall specify in Annex 1 *(*Processing Personal Data*)* which scenario they think shall apply in each situation.

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

2.1 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 *(*Processing Personal Data) by the Controller and may not be determined by the Processor.

2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

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

2.3.1 a systematic description of the envisaged Processing and the purpose of the Processing;

2.3.2 an assessment of the necessity and proportionality of the Processing in relation to the Services;

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

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

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

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

2.4.2 ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 18.4 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:

(a) nature of the data to be protected;

(b) harm that might result from a Data Loss Event;

(c) state of technological development; and

(d) cost of implementing any measures.

2.4.3 ensure that:

(a) the Processor Personnel do not Process Personal Data except in accordance with this Contract (and in particular Annex 1 (Processing Personal Data));

(b) it uses best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(i) are aware of and comply with the Processor's duties under this Schedule 20, Clauses 18 (Data protection), 19 (What you must keep confidential) and 20 (When you can share information);

(ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

(iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and

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

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

(a) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR (or section 74Aof DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or

(b) the Controller and/or the Processor have provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:

(i) where the transfer is subject to UK GDPR:

(A) the International Data Transfer Agreement issued by the Information Commissioner under S119A(1) of the DPA 2018 (the "**IDTA**"); or

(B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time ("**EU SCCs**") together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**"), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018; and/or

(ii) where the transfer is subject to EU GDPR, the EU SCCs,

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

(c) the Data Subject has enforceable rights and effective legal remedies;

(d) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(e) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data.

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

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

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

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

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

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

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

2.5.6 becomes aware of a Data Loss Event.

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

2.7 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 2.5 of this Schedule 20 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

2.7.1 the Controller with full details and copies of the complaint, communication or request;

2.7.2 such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

2.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

2.7.4 assistance as requested by the Controller following any Data Loss Event; and/or

2.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.

2.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 20. This requirement does not apply where the Processor employs fewer than two hundred and fifty (250) staff, unless:

2.8.1 the Controller determines that the Processing is not occasional;

2.8.2 the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

2.8.3 the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

2.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

2.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

2.11 Before allowing any Subprocessor to Process any Personal Data related to this Contract, the Processor must:

2.11.1 notify the Controller in writing of the intended Subprocessor and Processing;

2.11.2 obtain the written consent of the Controller;

2.11.3 enter into a written agreement with the Subprocessor which gives effect to the terms set out in this Schedule 20 such that they apply to the Subprocessor; and

2.11.4 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

2.12 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

2.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office or any other regulatory authority.

3. Where the Parties are Joint Controllers of Personal Data

In the event that the Parties are Joint Controllers in respect of Personal Data under this Contract, the Parties shall implement Paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 (Joint Controller Agreement) to this Schedule 20 (Processing Data).

4. Independent Controllers of Personal Data

4.1 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

4.2 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

4.3 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 4.2 of this Schedule 20 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

4.4 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of this Contract.

4.5 The Parties shall only provide Personal Data to each other:

4.5.1 to the extent necessary to perform their respective obligations under this Contract;

4.5.2 in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects);

4.5.3 where the provision of Personal Data from one Party to another involves transfer of such data to outside the UK and/or the EEA, if the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:

(a) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or Article 45 of the EU GDPR (where applicable); or

(b) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable)) as determined by the non-transferring Party which could include:

(i) where the transfer is subject to UK GDPR:

(A) the International Data Transfer Agreement (the "**IDTA**") ""as published by the Information Commissioner's Office or such updated version of such IDTA as is published by the Information Commissioner's Office under section 119A(1) of the DPA 2018 from time to time; or

(B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (the "**EU SCCs**"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**") as published by the Information Commissioner's Office from time to time; and/or

(ii) where the transfer is subject to EU GDPR, the EU SCCs,

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

(c) the Data Subject has enforceable rights and effective legal remedies;

(d) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and

(e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and

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

4.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

4.7 A Party Processing Personal Data for the purposes of this Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.

4.8 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to this Contract ("**Request Recipient**"):

4.8.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

4.8.2 where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:

(a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and

(b) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

4.9 Each Party shall promptly notify the other Party upon it becoming aware of any Data Loss Event relating to Personal Data provided by the other Party pursuant to this Contract and shall:

4.9.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Loss Event;

4.9.2 implement any measures necessary to restore the security of any compromised Personal Data;

4.9.3 work with the other Party to make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

4.9.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

4.10 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under this Contract as specified in Annex 1 *(*Processing Personal Data*).*

4.11 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under this Contract which is specified in Annex 1 *(*Processing Personal Data).

4.12 Notwithstanding the general application of Paragraphs 2.1 to 2.14 of this Schedule 20 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 4.2 to 4.12 of this Schedule 20.

Annex 1 - Processing Personal Data

1. This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

   1.1 The contact details of the Buyer's Data Protection Officer are: [redacted]

   1.2 The contact details of the Supplier's Data Protection Officer are:

   [redacted]

   1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

   1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	**The Buyer is Controller and the Supplier is Processor** The Parties acknowledge that in accordance with Paragraph 2 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data: ● Includes but is not limited to names and contact information such as addresses, e-mail addresses and telephone numbers relating to DBT staff or staff working for Third-Party Suppliers working on the UK Pavilion (UKP) at Osaka World Expo 2025.
Subject matter of the Processing	The Processing of Personal Data is required to ensure that the Supplier can deliver the Deliverables under this Contract to provide content production and associated services in relation to the UK Pavilion (UKP).
Duration of the Processing	On and from the Start Date up to the End Date.

Description	Details
Nature and purposes of the Processing	For the provision of content production and associated services under this Contract in relation to the UK Pavilion (UKP) at Osaka World Expo 2025.
Type of Personal Data being Processed	Includes but is not limited to: • Names • Addresses • E-mail addresses • Telephone Numbers • Personal Identification Numbers (in-person)
Categories of Data Subject	Includes but is not limited to: • Third-Party Suppliers • Subcontractors
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under law to preserve that type of data	Unless expressly agreed in writing with the Buyer prior to the End Date, the Supplier shall (and shall procure that any Subcontractor shall) retain and store securely any Personal Data in relation to this Contract for the Duration of the Processing (set out above). The Supplier must return (and shall procure that any Subcontractor returns) any Personal Data held by it to the Buyer within 30 days of the End Date of the Contract. Once returned to the Buyer, the Supplier shall (and shall procure that all Subcontractors shall) then promptly and in any event within 30 days of the End Date of the Contract destroy all their copies of the Personal Data held.
Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract and international transfers and legal gateway	UK and Japan.
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented	The Supplier, and any Sub-contractors, shall create and implement a Security Management Plan in line with Schedule 16 (Security) containing specific protective measures in relation to Personal Data processed under this Contract.

Description	Details
to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event	

Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of Paragraph 2 of this Schedule 20 (Where one Party is Controller and the other Party is Processor) and Paragraphs 4.2-4.12 of this Schedule 20 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [Supplier/Buyer]:

1.2.1 is the exclusive point of contact for Data Subjects and is responsible for using best endeavours to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;

1.2.2 shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;

1.2.3 is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;

1.2.4 is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and

1.2.5 shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Buyer's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of Paragraph 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

2.1 The Supplier and the Buyer each undertake that they shall:

2.1.1 report to the other Party every [x] months on:

(a) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);

(b) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;

(c) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;

(d) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and

(e) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of this Contract during that period;

2.1.2 notify each other immediately if it receives any request, complaint or communication made as referred to in Paragraphs 4.12(a) to 2.1.1(e);

2.1.3 provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Paragraphs 1.2 and 4.12(c) to 2.1.1(e) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;

2.1.4 not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under this Contract or is required by Law) that disclosure or transfer of Personal Data is otherwise considered to be lawful processing of that Personal Data in accordance with Article 6 of the UK GDPR or EU GDPR (as the context requires). For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;

2.1.5 request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;

2.1.6 ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

2.1.7 use best endeavours to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:

(a) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information

(b) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;

(c) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;

2.1.8 ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:

(a) nature of the data to be protected;

(b) harm that might result from a Data Loss Event;

(c) state of technological development; and

(d) cost of implementing any measures;

2.1.9 ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and

2.1.10 ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event;

2.1.11 not transfer such Personal Data outside of the UK and/or the EEA unless the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:

(a) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or

(b) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable)) as agreed with the non-transferring Party which could include:

(i) where the transfer is subject to UK GDPR:

(A) the UK International Data Transfer Agreement (the "**IDTA**"), as published by the Information

Commissioner's Office under section 119A(1) of the DPA 2018 from time to time; or

(B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (the "**EU SCCs**"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**") as published by the Information Commissioner's Office from time to time; and/or

(ii) where the transfer is subject to EU GDPR, the EU SCCs,

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

(c) the Data Subject has enforceable rights and effective legal remedies;

(d) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and

(e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data.

2.2 Each Joint Controller shall use best endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

3. Data Protection Breach

3.1 Without prejudice to Paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within forty eight (48) hours, upon becoming aware of any Data Loss Event or circumstances that are likely to give rise to a Data Loss Event, providing the Buyer and its advisors with:

3.1.1 sufficient information and in a timescale which allows the other Party to meet any obligations to report a Data Loss Event under the Data Protection Legislation;

3.1.2 all reasonable assistance, including:

(a) co-operation with the other Party and the Information Commissioner investigating the Data Loss Event and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;

(b) co-operation with the other Party including using such best endeavours as are directed by the Buyer to assist in the investigation, mitigation and remediation of a Data Loss Event;

(c) co-ordination with the other Party regarding the management of public relations and public statements relating to the Data Loss Event; and/or

(d) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Data Loss Event, with complete information relating to the Data Loss Event, including, without limitation, the information set out in Paragraph 3.2.

3.2 Each Party shall use best endeavours to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Data Loss Event which is the fault of that Party as if it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Data Loss Event, including providing the other Party, as soon as possible and within forty eight (48) hours of the Data Loss Event relating to the Data Loss Event, in particular:

3.2.1 the nature of the Data Loss Event;

3.2.2 the nature of Personal Data affected;

3.2.3 the categories and number of Data Subjects concerned;

3.2.4 the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;

3.2.5 measures taken or proposed to be taken to address the Data Loss Event; and

3.2.6 describe the likely consequences of the Data Loss Event.

4. Audit

4.1 The Supplier shall permit:

4.1.1 the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or

4.1.2 the Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to this Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

4.2 The Buyer may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Paragraph 4.1 in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

The Parties shall:

5.1 provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and

5.2 maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with this Contract, in accordance with the terms of Article 30 UK GDPR.

6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner, or any other regulatory authority. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner, or any other regulatory authority.

7. Liabilities for Data Protection Breach

If financial penalties are imposed by the Information Commissioner on either the Buyer or the Supplier for a Data Loss Event ("**Financial Penalties**") then the following shall occur:

7.1.1 if in the view of the Information Commissioner, the Buyer is responsible for the Data Loss Event, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Data Loss Event. The Supplier shall provide to the Buyer and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Data Loss Event;

7.1.2 if in the view of the Information Commissioner, the Supplier is responsible for the Data Loss Event, in that it is not a Data Loss Event that the Buyer is responsible for, then the Supplier shall be

responsible for the payment of these Financial Penalties. The Supplier will provide to the Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Data Loss Event; or

7.1.3 if no view as to responsibility is expressed by the Information Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant Data Loss Event and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Data Loss Event can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 39 of the Core Terms (Resolving disputes).

7.2 If either the Buyer or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("**Court**") by a third party in respect of a Data Loss Event, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Data Loss Event shall be liable for the losses arising from such Data Loss Event. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Data Loss Event (the "**Claim Losses**"):

7.3.1 if the Buyer is responsible for the relevant Data Loss Event, then the Buyer shall be responsible for the Claim Losses;

7.3.2 if the Supplier is responsible for the relevant Data Loss Event, then the Supplier shall be responsible for the Claim Losses: and

7.3.3 if responsibility for the relevant Data Loss Event is unclear, then the Buyer and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either Paragraph 7.2 or Paragraph 7.3 shall preclude the Buyer and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Data Loss Event, having regard to all the circumstances of the Data Loss Event and the legal and financial obligations of the Buyer.

8. Termination

If the Supplier is in Material Default under any of its obligations under this Annex 2 (Joint Controller Agreement), the Buyer shall be entitled to terminate this Contract by issuing a Termination Notice to the Supplier in accordance with Clause 14 of the Core Terms (Ending the contract) and the consequences of termination in Clause 14.5.1 of the Core Terms shall apply.

9. Sub-Processing

In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

9.1 carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by this Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and

9.2 ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the Party for statutory compliance purposes or as otherwise required by this Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Schedule 02 - Specification

Contents

1. Introduction & Background

1.1. Purpose

1.1.1. The purpose of this Specification of Requirements (the "Specification") is to outline the requirements for the provision of Content Production and Associated Services (CPAS) that will support His Majesty's Government (HMG)'s to deliver an outstanding, content-led and immersive visitor experience for the UK Pavilion (UKP) at Expo 2025 Osaka ("Expo"), taking place in Osaka, Japan from 13th April – 13th October 2025.

1.1.2. HMG, through the Secretary of State for Business and Trade ("DBT", also, the "Buyer") contracted with the ICDS Supplier to produce the creative narrative, exhibition, and content designs that underpin the UKP visitor experience and such designs are attached to this Specification at Annex A (100% Developed Design Intent) – see Section 11 (the "**Designs**").

1.1.3. It is the responsibility of the Supplier under this Contract to realise the Designs through the pre-production, production, installation, and commissioning phases of the content. The Buyer is contracting with the Supplier to provide content production, software development, and associated services in respect of the Designs.

1.2. The UK at Expo 2025

1.2.1. World Expos are global events which take place every five (5) years, last for six (6) months and are delivered along the lines of a central theme.

1.2.2. The last World Expo was in Dubai in 2021 (delayed a year due to the COVID-19 Pandemic). World Expos welcome tens of millions of people to experience the world in one place and are a unique opportunity for participants to promote soft power, cultural, educational, and economic objectives.

1.2.3. The theme of the upcoming Expo in Osaka is "Designing Future Society for Our Lives" and encourages participating nations to provide a stage for global collaboration and thought leadership in finding solutions to pressing challenges of our time. The UKP is based in the "Saving Lives" district of the Expo site.

1.2.4. The UK's overarching objectives at Expo 2025 Osaka, that the services of this Contract will support the achievement of, are to:

1.2.4.1. Strengthen the UK's bilateral relationship with Japan;
1.2.4.2. Positively influence perceptions of the UK in Japan by:

1.2.4.2.1. Delivering an impactful and engaging visitor experience;

1.2.4.2.2. Providing a distinctive “British” experience (demonstrating both UK heritage and modernity);

1.2.4.2.3. Promoting the UK as a leader in sustainability and innovation.

[redacted]

[redacted]

2. Content Production & Associated Services (CPAS) – Overview

2.1. CPAS – Scope

2.1.1. CPAS covers a range of services to be implemented across all areas of the UKP that host the immersive, interactive, and content-led visitor experience that visitors to the UKP will enjoy. The services will be provided to:

2.1.1.1. The Undercroft
2.1.1.2. The Exhibition Lobby
2.1.1.3. The Exhibition
2.1.1.4. The Dome Lobby
2.1.1.5. The Dome
2.1.1.6. The Finale

2.1.2. The services to be provided in the areas listed at 2.1.1 can be broken down into five (5) overarching Core Deliverables:

2.1.2.1. **(1) Providing Creative Direction** – the Supplier will provide creative direction for all work streams associated with the delivery of the Services;
2.1.2.2. **(2) Content Production** – the Supplier will provide the art direction and production team to create bespoke content to be installed in the listed exhibition areas at 2.1.1;
2.1.2.3. **(3) Software Development** – the Supplier will develop the software to produce the interactive experience within one (1) of the exhibition spaces – "the Dome" and outline the requirements for ongoing support for the software during the live-phase. Where the Supplier is requested to undertake such maintenance, this will be agreed through an SOW;
2.1.2.4. **(4) Sound Design** – the Supplier will provide the sound design and composition for all experience spaces stated in this Specification (with exception of "the Undercroft"); and
2.1.2.5. **(5) Lighting Design** – the Supplier will provide the lighting design for all experience spaces within the UKP (with exception of "the Undercroft").

2.1.3. The specific Deliverables for each of the five (5) Core Deliverables listed in 2.1.2 are detailed further in paragraphs 3 to 8 of this Specification.

2.1.4. The overarching Content & Software Production Timeline for delivery of the Core Deliverables is attached at Annex C.

2.1.5. The Supplier will also provide general project and project management services that support the delivery of the Deliverables, and will ultimately be responsible for:

2.1.5.1. Overall management of the Contract, including management of its Subcontractors and supply chain.

2.1.5.2. Delivery of all the Services and Deliverables listed within this Specification.

2.1.5.3. Reporting to the Buyer on all services areas as listed at 2.1.2. Inclusive of submissions outlined in Content & Software Production Timeline at Annex C (outlined in the table in 2.2.4) and presentations to SRO and wider stakeholders; and informal creative development check-ins when requested by the Buyer.

2.1.5.4. The Supplier will be required to provide weekly reporting updates, which will need to cover progress against core deliverables, risks and issues, cost pressures and forecast, and a clear summary of decisions and actions for both the Buyer and the Supplier.

2.1.5.5. Collaborating with other suppliers as required (see Section 2.3 of this Specification).

2.1.5.6. Providing operational Management Information (MI) dashboards, reporting on progress against Deliverables, and KPIs, Services Levels and any other reporting requirements as outlined in Schedules 10 (Service Levels), 13 (Contract Management), and 06 (Transparency Reports). The Supplier is responsible for all reporting by their Subcontractors.

2.1.5.7. Providing any and all required reporting, data, and information to the Buyer's PMCC Consultant.

2.1.6. The Buyer may also request the Supplier to deliver on a range of Optional Services that will be commissioned through the Statement of Work Process as outlined in Schedule 38. The Optional Services include (but are not limited to) services in respect of:

2.1.6.1. Façade Content Development & Production

2.1.6.2. Terrace Experience Development & Production and/or Virtual Reality (VR) visualiser to preview content

2.1.6.3. Landscaping Experience Development & Production

2.1.6.4. Content Refresh during Live-Phase

2.1.6.5. Marketing Alignment and Integration;

2.1.6.6. PR and Promotional Alignment & Integration;

2.1.6.7. Monitoring and managing of the live-experience;

2.1.6.8. Legacy Planning; and

2.1.6.9. Virtual Pavilion – Creative Integration & Supply of Assets

2.2. CPAS – Core Deliverables

2.2.1. Each of the five (5) Core Deliverables listed at 2.1.2 have specific Deliverables as outlined in paragraphs 3-8 of this Specification.

2.2.2. The Deliverables will be grouped into a set of "Deliverable Phases" to be delivered between 7th May 2024 and 12th April 2025.

2.2.3. Where indicated in the table below, a Deliverable Phase will be signed - off through a "Buyer Review Period", the process for which is in paragraph 9 of this Specification, and also in Schedule 03 (Charges) for how it relates to payment.

2.2.4. Deliverables Phases and Buyer Review Periods are outlined in the following table:

No.	Deliverable Phase	Deliverables to be Delivered	Date
1a	Pre-production Technical Alignment	**Developed production matrix (media, print and audio):** ● A detailed document showing the animation and technical requirements for each of the animated media content pieces. ● A detailed document showing the print media requirements for each of the static graphic content pieces ● A content key attributing each media piece to the exact location corresponding to the design intent package ● Elevation diagrams showing the media location and dimensions in situ for each experience space Draft **Production content templates** ● Draft pixel map templates for all the animated content media requirements for each experience space	Commencement - 7th May 2024 Delivery Date: 20th May 2024
1b	Pre-production Second Draft Media Design	**Linear Media:** ● **Visual Treatment** Update visual treatment to illustrate developed visual language and layout approach for Print Media Designs & Layouts for Secondary Narrative only. ● **Spatial Blocking Guide** A series of diagrams that illustrates how the elements described in the Narrative	7th May – 24th May 2024 Delivery Date: 24th May 2024

		Schematic are proposed on the 3D layout of the exhibit canvases. ● Draft accessibility approach & assessment **Interactive Media:** ● Revised Wireframes (interactive media only) ● Accessibility assessment and draft approach to accessibility experience (linear and interactive media) ● Developed Accessibility Matrix ● Integration with AV Systems Integrator and Fit Out Partners ● Draft accessibility approach & assessment	
1c	Pre-production Second draft media design Buyer Review Period	**Buyer Review Period: 7 days** **Confirmation/Feedback Required on Deliverable 1b:** ● 100% Media Briefs/Narrative Design (delivered by the Supplier under the ICDS Contract) – including stories and narrative structure ● Visual Treatment –for Print Media Designs & Layouts for Secondary Narrative only ● Spatial Blocking Guide ● Draft Wireframes (interactives only) ● Accessibility assessment & matrix ● Technical & Hardware integration **Close-outs required:** ● Subject matter (stories, themes and client brief) cannot be changed beyond this phase	24th May – 31st May 2024 Date Deliverable 1b to be signed off: 31st May 2024
1d	Pre-production Final draft media design	**Linear Media (including sound design):** ● **Final Script** Production-ready, with all story beats, asset	3rd June – 5th July 2024

		references, and narration included for final sign-off. Including initial identification of placement for captioning and audio descriptions. ● **Working Assets List** First Draft asset lists ● **Pre-visualisation** Full duration boardomatic/animatic including pacing, direction and blocking with holding assets for each space. Pre-visualisations to include placeholder (scratch track) for audio only. ● **Visual Treatment** Revised Visual Treatment for final sign-off to include character designs, styleframes and motion tests. ● **Update Schedule for Media Production** Timeline for recordings, testing, animation pipeline and assets clearance (if required). Integration with third parties as required. ● Technical Alignment Create final pixel map content templates for animated content, based on final specifications and dimensions from DBMD supplier. **Interactive Media:** ● Final Wireframes Finalise wire frames, user flows ● Create draft assistive script for the accessibility experience ● Plan software components and define abstraction layers ● Integration with third parties as required ● Requirement of hardware specs to be confirmed and not changed by the end of pre-production. Confirmation	Delivery Date: 5th July 2024

		that hardware prototypes to be available for testing by end of Alpha software development phase **Graphics Production:** ● Receipt of print requirements and templates for Graphics ● Development of Draft Graphics ● Delivery of test files to third parties for prototyping as required **Lighting Design:** ● Review 3D plan of spaces and existing equipment list from DBMD suppliers and propose updates as needed ● Input into system design for lighting desk ● Update 3D plan of space, to include locations for lighting equipment and check all angles / spill ● Production of visuals (based on imported 3D models) ● Create 2D plans, suitable for AVL brief	
1e	Pre-production Final draft media design Buyer Review Period	**Buyer Review Period – 2 weeks** **Sign off required on Deliverables 1d:** ● Final script - all main story beats should be signed off and will not be changed. Allowable changes to script should be small tweaks within Rough Cut only. Additions for supplementary materials can be added, but the majority should be signed-off ● Duration of content ● Final Content templates (media and graphics) - not to be changed beyond this point.	8th July – 19th July 2024 Date Deliverable 1d to be signed off: 19th July 2024

		● Finalised wire frames and user flows (interactive media only) **Feedback required:** ● Initial identification of placement for captioning and audio descriptions ● Pre-visualisation including feedback on pacing, blocking and layout ● Revised visual treatment ● Working asset lists ● Draft scripts for the accessibility media (if required)	
2a	Production Rough cut/alpha software	**Linear Media (including sound design):** ● Asset development (3D models for all characters and environments) ● The first full edit of all pieces at 25% resolution only - placeholder audio and placeholder assets ● Locked Script Submitted with any additional small tweaks or edits requested from Final Draft Media Phase ● Locked Asset List Submitted with any final substitutions due to final research or unavailability of certain assets incorporated ● Draft script for audio descriptions and open captioning ● Obtain Permissions for Assets (if required) ● Final Production Timeline (including final dates for VO recording) ● Review and provide feedback on documentation from Systems Integrator (as required) **Interactive Media:**	22nd July – 13th September 2024 Delivery Date: 13th September 2024

		● Alpha software development for interactive components (initial building and coding) **Graphics Production:** ● Development of final graphic designs and delivery of files to DBMD Contractor for manufacture (to be aligned with DBMD programme and deadlines) **Lighting Design:** ● 1 x revision of 2D Plans based on client feedback ● Proposed equipment update in conjunction with the DBMD contractor (as required) ● Review of content production plans and graphics ● Suggested content production/graphics adjustments (if required)	
2b	Production Rough cut/alpha software Buyer Review Period	**Buyer Review Period - 2 weeks** **Sign off required on Deliverables 2a:** ● Pacing, blocking, durations to be signed off on and locked ● Locked Visual Treatment ● Locked Script - no changes to scripts beyond this phase. ● Locked Assets List - no changes to assets beyond this phase. ● Sign-off required on final graphic designs and files from Buyer and from DBMD Contractor. Small tweaks can be made in Fine Cut if required, but not redesigns, and in line with DBMD contractor's deadlines. Feedback Required: ● Rough Cut Edit - including feedback on scratch track audio ● Draft Script for Audio Descriptions and open captioning ● Alpha software development for all interactives, including incorporation and refinement of the accessibility	16th – 27th September 2024 Date Deliverable 2a to be signed-off: 27th September 2024

		experience (interactive media only) ● Feedback following visitor testing and accessibility testing including but not limited to: ○ Key objectives ○ Placement and script for open captioning,audio descriptions and assistive text ○ On-screen copy ○ Navigation in the accessibility mode	
3a	Production Fine cut/beta software	**Linear Media (including sound design):** ● Near to final full edit of all media pieces at 25% resolution - including audio with final voice over, and pending final tweaks, compositing layers and final renders. ● Options for VO actors for approval by Client (Audio Descriptions and Narration) ● Complete production for Voice Over recordings ● First draft of Translated captioning & audio descriptions ● Initial Technical Quality Control review (TQC) Print Media: ● Resubmission of Final files for print graphics, with minor tweaks from Rough Cut phase (if required) **Interactive Media:** ● Complete, testable but not bug-free Beta software for interactive components ● Undertake initial testing and integration for interactive software. **Lighting Design:** ● Update of 2D plans (if required) based on client and DBMD review ● First Draft Cue List	30th September – 8th November 2024 Delivery Date: 8th November 2024
3b	Production	**Buyer Review Period - 2 weeks** **Sign off required on Deliverables 3a:**	11th November – 22nd November 2024

	Fine cut/beta software Buyer Review Period	● Recording Ready Script for Audio Descriptions with locked timings ● Final Script for Open Captioning ● Locked Assets List (resubmit with any updates ● included) ● Plan for AD recordings ● Functionality for Interactive Media Locked ● Locked feedback following visitor testing and accessibility testing (TBC with final Buyer schedule for testing) **Feedback Required:** ● Fine Cut Edit - Majority of elements for the Fine Cut should be locked - only minor tweaks and adjustments and errors should be reviewed by the Buyer. ● Fine Cut audio - feedback required. ● Complete but not bug-free Beta software with revised assistive text and Google Analytics 4 (interactive media only, where appropriate) - refinement of the existing functionality only, no new features or behaviours including in the accessibility mode	Date Deliverable 3a to be signed-off: 22nd November 2024
4a	Production Final cut/beta II software	**Linear Media (including sound design):** ● Completed full edit of media pieces to be supplied, with completed audio and post-production and compositing work complete. ● Complete AD recordings. ● Final Review and tweaks to captioning. ● High resolution test files to be provided to DBMD as required. ● Develop a plan for onsite installation period (collaboratively Systems Integrator) **Interactive Media:** ● Produce Beta II software including refinement of the accessibility experience, final	25th November 2024 – 17th January 2025 Delivery Date: 17th January 2025

		assistive text and audio descriptions (if required). ● Prepare for show programming Lighting Design: ● Revision of 2D plans based on client and DBMD feedback (tweaks) ● Review of content plans and graphics plans (if required) ● Final draft Cue List	
4b	Production Final cut/beta II software Buyer Review Period	**Buyer Review Period - 2 weeks** **Sign off required on Deliverables 4a:** ● Final Cut Edit - assets and audio all to be locked and signed off. ● Sign off on final captioning. ● Sign-off on Beta II software including the accessibility experience, final assistive text and audio descriptions (interactive media only) ● Sign off on onsite installation plan **Feedback Required:** ● Feedback to be supplied on any errors, inconsistencies or glitches only.	20th January – 31st January 2025 Date Deliverable 4a to be signed-off: 31st January 2025
5a	Technical Quality Control/ Final Tweaks	**Linear Media (including sound design):** ● Final tweaks on media for quality control purposes, final edits to be supplied as final files at 100% resolution ready for on-site installation. **Interactive Media:** ● Package all software as executable files including ancillary programs as required, such as and provide for installation. **Lighting Design:** ● **Tweaks to Final Cue List after client review (if required)**	3rd February – 14th February 2025 Delivery Date: 14th February 2025

5b	Technical Quality Control/ Final Tweaks Buyer Review Period	**Buyer Review Period - 2 weeks** **Feedback Required:** ● Feedback on errors, inconsistencies and glitches **Close-Outs Required:** ● Acceptance of all final files for installation	17th February – 21st February 2025 Date Deliverable 5a to be signed-off: 21st February 2025
6a	Onsite commissioning/ handover	● Final files to be installed by AV Installer/integrator ● The Supplier to be onsite for a maximum of 15x days to approve and quality check all pieces. **Linear Media (including sound design):** ● Final colour grading to be completed on-site with client feedback ● Patches to be delivered for any errors, glitches or inconsistencies. ● All levels to be checked and adjusted for sound design ● Handover all master files & hard drives ● Training and handover for any operational staff as necessary **Interactive Media:** ● All software to be bug-free and running smoothly. ● Handover all master files & hard drives ● Training and handover for any operational staff as necessary **Lighting Design:** ● Work with ESG lighting programmer to commission show ● Handover to local lighting programmer	24th February – 14th March 2025 Delivery Date: 14th March 2025 Exact dates onsite to be confirmed with the DBMD contractor and Buyer.
6b	Buyer Review Period	● Feedback on errors, inconsistencies and glitches during install. ● Feedback on final colour grading on site. ● Close out and official approval on all final files (linear & interactive) after install and burn-in periods.	24th February - 14th March 2025 Date Deliverable 6a to be signed-off: 14th March 2025

7	Handover	• The Supplier to handover all final project files for record keeping to the Buyer once installation is complete (to be delivered to address specified by the Buyer on hard drives)	17th March – 12th April 2025 Date to be signed-off: 12th April 2025 The Supplier will remain available for the two (2) weeks remotely following this date to rectify any defects identified as a fault of the Suppliers Deliverables at its own cost to the satisfaction of the Buyer, after a review of the issue to establish the cause of the problem.

2.2.5. The full Content & Software Production Timeline for delivery can be found at Annex C to this Specification. Should the timeline change during the Contract Term, the Buyer and Supplier will mutually agree such revisions and any resulting impact on the Contract through the Variation Procedure.

2.2.6. The Buyer is responsible for ensuring it achieves relevant internal signoffs and approvals to enable the Supplier to meet its timeline.

2.2.7. The Supplier will advise throughout the delivery of the Contract what changes to the Designs and the content being produced are manageable at each stage, and where a change to those Designs and/or content may necessitate a change to this Contract. Any change to the Contract will be agreed via the Variation Procedure.

2.2.8. The Buyer will have final approval of all Deliverables, with Deliverables not being confirmed successfully Delivered until such time as the Buyer is satisfied that the Deliverable meets its requirements.

2.2.9. If the Buyer determines that the quality of the Deliverables does not meet the required level of detail or in its reasonable opinion lacks the necessary quality for the Buyer to be able to utilise them as it intends, the Supplier shall be obligated to revise and amend that Deliverable to achieve the required standard at no additional cost to the Buyer.

2.2.10. If disputes arise regarding the proposed revisions, both parties will engage in good faith discussions to resolve them through the Dispute Resolution Procedure.

2.3. UKP Project Integration

Current Strategic Suppliers

2.3.1. CPAS will be the fifth strategic contract for UKP. The Supplier will be required to work collaboratively with the below mentioned strategic suppliers, and any other suppliers appointed by the Buyer, to ensure smooth operation and create a cohesive and aligned visitor experience and UKP messaging:

2.3.1.1. The Design, Build, Maintain and Decommission (DBMD) Supplier, ES Global Ltd ("ESG"), to oversee the design, construction, cleaning & maintenance, and decommissioning of the UKP. ESG is known as the "DBMD Contractor".

2.3.1.2. The Project Management and Cost Control (PMCC) Supplier, Turner & Townsend Project Management Ltd ("T&T"), to manage the input of ICDS, DBMD, FOS and CPAS Suppliers in relation to the programmatic and financial elements of the project. T&T are known as the "PMCC Consultant". The Supplier commits that it will utilise the PMCC Consultant's software, Asite, as and when required by the Buyer and/or PMCC Consultant and/or DBMD Contractor.

2.3.1.3. The International Content Design Services (ICDS) Supplier, Immersive International Ltd, to provide services to develop the narrative of the visitor journey, design the content that will deliver the story, and support the design of the physical exhibition spaces, maintaining the creative intent of the UKP. It is the outputs of the ICDS contract the Supplier will take forward under this Contract.

2.3.1.4. The Full Operating Services (FOS) Supplier, yet to be awarded, to provide full set of operational services for fulfilling the UKP vision. This includes pavilion staffing, events management, retail, restaurant, and bar.

2.3.1.5. Any other supplier designated a strategic supplier by the Buyer including any replacement supplier under any of the above contracts.

2.3.2. There may also be other ancillary and supporting contracts. For example, the Marketing and Communications supplier (yet to be appointed), will lead on the PR, promotion, and content to support the full Marketing and Communications strategy including social and press.

2.3.3. The Buyer may also have several UKP Sponsors. Sponsors will have agreements with the Buyer that afford them certain rights within the UKP, from branding opportunities, the ability to run events on the UKP, or the opportunity to be featured in the visitor experience. The Supplier

will be expected to work with Sponsors, within the timeline of deliverables outlined within this scope of work, providing necessary services to ensure the Buyer can fulfil its sponsorship obligations. Where requests from the Buyer are made for Sponsor integration that fall outside of the timeline and scope of work, the Supplier shall advise on the possibility of changes. Any change to the Contract will be agreed via the Variation Procedure.

UKP Programme

2.3.4. At the award of this Contract, the UKP project (the "Project") is currently in the technical design phase. This Contract will cover the period from that point, through all stages of the Project prior to the live running of Expo, but may require some service delivery during and after the Expo-live period (which will be agreed through an SOW).

2.3.5. Construction of the UKP is planned to be completed by early April 2025, and the Supplier will need to work with the DBMD Contractor to ensure that the content/visitor experience is installed and commissioned by this date at the latest.

2.3.6. The UKP will remain open for the entire duration of Expo Osaka (13 April 2025 – 13 October 2025). After Expo, the UKP will be fully decommissioned.

2.3.7. The Buyer's PMCC Consultant, in conjunction with its DBMD Contractor, has the responsibility of producing the programme and integrated schedule for the Project. The Supplier must ensure it aligns with the programme and schedules produced and agreed by the Buyer, and that its Deliverables are achieved by dates that facilitate the DBMD Contractor's physical completion of the UKP

2.3.8. At the Contract Start Date, the Supplier's schedule has been designed to align to the version 6 programme supplied by the DBMD Contractor, as per the previous instruction of the Buyer and the PMCC Consultant. Pursuant to 2.3.9 of this Schedule 02, the Buyer and the PMCC Consultant may confirm a new version of the DBMD Contractor's Programme that the Supplier must align to.

2.3.9. For the avoidance of doubt, the dates contained within the last accepted DBMD/PMCC Programme take precedence and the Buyer will be responsible for communicating with the Supplier if a new Programme is accepted. The Supplier must ensure their programme for delivery aligns with any new DBMD/PMCC Programme. If changes to the Supplier's programme are required as a result of aligning with the DBMD/PMCC updated Programme than the Supplier shall make its best endeavour to update the Supplier's programme (in Annex C) to align with the DBMD/PMCC Programme with as minimal impact as possible to the timeline for delivery, the Deliverables, and the Charges. The Buyer acknowledges that some of the Supplier's Deliverables are dependent on the DBMD Contractor's Programme deliverables, and delays in this

Programme may also cause delays within the Supplier's Deliverables. Where changes to the DBMD/PMCC Programme have unavoidable effects on the Supplier's scope of work, programme and Deliverables, a change to the Contract will be agreed via the Variation Procedure to account for such impact.

2.3.10. The Supplier may also be required to integrate its delivery with that of the eventual FOS Supplier. This will be confirmed and agreed during the onboarding of the FOS Supplier. Any changes to the Contract that are required to ensure such integration shall be made through the Variation Procedure.

Way of Working & Collaboration

2.3.11. To support effective integration into the Project, the Supplier must implement positive ways of working and collaboration with the Buyer and its existing suppliers.

2.3.12. The Supplier is responsible for maintaining regular, effective communication with the Buyer, including but not limited to all relevant communications as outlined in the Content & Software Production Timeline at Annex C and submissions for creative milestones as outlined in the table at 2.2.4.

2.3.13. In the periods between submission dates as outlined in the Deliverable table at 2.2.4, the Buyer reserves the right to request and receive informal updates and visuals of the latest developments in the delivery of the Deliverables. These informal updates are not subject to feedback reviews and the Supplier will consult with the Buyer regarding what is available for review at the time of the request.

2.3.14. The Supplier is required to complete the Weekly Tracker to update on the progress against the Deliverables including the additional information required as is outlined in Schedule 13 (Contract Management).

2.3.15. The Supplier will be expected to attend regular meetings with the Buyer, on a schedule to be agreed with the Buyer following the Contract Start Date. However, as a minimum, the Supplier commits to the following which are included in the Charges set out in Schedule 03:

2.3.15.1. Attend one weekly catch-up with the DBT Content Team (and others in attendance at the discretion of the Buyer);

2.3.15.2. Attend a monthly contract management meeting with the DBT Commercial Team (see Schedule 13 (Contract Management));

2.3.15.3. Attend a monthly progress meeting with the Buyer and other third-party suppliers;

2.3.15.4. Attend any other meeting as is required by the Buyer, PMCC Consultant and/or the DBMD Contractor (or eventual FOS Supplier).

The Supplier may, where agreed with the Buyer, combine meetings with those required for the ICDS Contract but this will be at the sole discretion of the Buyer.

2.3.16. The Supplier is expected to respond to queries from the Buyer within 24 hours of receipt (see Schedule 10 (Service Levels)). Points of contact for the Buyer will be confirmed by the Buyer.

2.3.17. The Supplier will be responsible for providing services to support MI and data collection. The Buyer will provide input and will have final approval of all strategies proposed by the Supplier.

2.3.18. The Supplier will be required to take minutes during all formal meetings with the Buyer and send a copy of the minutes to all attendees within 24 hours of the meeting.

2.3.19. The Supplier will be responsible for naming key staff who will undertake Buyer-facing roles. This must include a named contact responsible for oversight and management across the five (5) Core Deliverables.

2.3.20. The majority of the Buyer management team will be based in the UK during the delivery, however there will be an increasing, in-country (Japan) presence. The Supplier is expected to schedule appropriate meeting times based on British and Japanese time zones, where necessary.

2.3.21. When requested, the Supplier will be required to attend face-to-face meetings in the UK with the Buyer.

2.3.22. The Buyer may decide that during the live period of Expo, the Supplier is required to have a named management contact available to attend the UKP at all times during opening hours. If the Buyer requires this service, it will mutually agree this, including scope and charges, with the Supplier through the Variation Procedure and will require a notice period of six (6) months to enact.

2.3.23. The Supplier will ensure that they provide regular, effective communication with the Buyer and the PMCC Consultant who are responsible for direct lines of communication with all other relevant suppliers contracted by the Buyer, including but not limited to the Strategic Suppliers detailed in 2.3.1 to ensure the effective and cohesive project management and delivery of the Project. The Supplier is not responsible for the overall project management and delivery of the Project (outside of this Contract) nor responsible for the communication of other Strategic Suppliers. The Supplier must coordinate its communication and sharing of information with other suppliers via the

PMCC Consultant, and may have direct communication with the DBMD Contractor but must notify the PMCC Consultant and the Buyer it is doing so (for the purposes of Project Management).

2.3.24. The Supplier will attend regular progress meetings with relevant suppliers as detailed in 2.3.15.3 above. The Supplier is expected to respond to queries from other suppliers within a reasonable timeframe, with minimum response times as per the KPIs in Schedule 10 (Service Levels). Queries may arise verbally during meetings, in writing via email or other message, or through the PMCC Consultant's project management software, Asite.

2.3.25. A single point of contact for the other suppliers delivering the UKP will be confirmed by the Buyer upon contract award.

2.4. Compliance with Expo Regulations

2.4.1. The Supplier must read and comply with all relevant Expo regulations and must adapt accordingly to comply with any new guidance which is later published that impacts the CPAS Services.

2.4.2. In the event of a conflict between the guidelines and this Specification (or any instruction given by the Buyer under the Specification) the Supplier shall notify the Buyer of that conflict at the earliest opportunity and the Buyer shall give such instructions to the Supplier as are reasonable to ensure that neither the Supplier nor the Buyer are in breach of any mandatory guidelines set out in the Expo Regulations and on the Expo Online Portal.

2.4.3. The Supplier's recruitment, onboarding, and management of any staff in Japan (should it be required) must be carried out in line with all Japanese labour laws, and it is the Supplier's responsibility to ensure that they are aware of and comply with all applicable labour laws.

2.4.4. An Expo Operations Guide is expected to be published in due course and will be made available to the Supplier. The Supplier will be expected to comply with this guide. In the event of the conflict between the guidance and this Specification, the Supplier shall notify the Buyer similar to the process outlined in 2.4.2.

2.5. Sustainability and Social Value

2.5.1. The Supplier must agree to comply with the Expo Organiser's Sustainable Procurement Code available on the Expo portal.

2.5.2. The Supplier must agree to cooperate with the Expo Organiser in verifying and monitoring their compliance with the Expo Sustainable Procurement Code.

2.5.3. The Supplier must allow for an audit to be undertaken by a third-party as designated by the Expo Organiser if required.

2.5.4. The Supplier accepts that any material non-compliance with the Expo Organiser's Sustainable Procurement Code will be a material Default and should the Default not be rectified, the Buyer may terminate the Contract with immediate effect under Clause 14.4.1(e) at the Buyer's discretion or following a request from Expo to do so under section 9 of the Sustainable Procurement Code.

2.5.5. Throughout its Deliverables, the Supplier must pay attention to reducing waste, minimising pollution, and mitigating the use of consumable non reusable products. This includes considering the responsible disposal or reuse of products and materials after the Expo. The Supplier will be responsible for presenting new ways of doing things in an environmentally responsible manner.

2.5.6. The overriding Social Value theme for this contract is Fighting Climate Change. The Supplier commits to deliver on the Social Value outcomes as outlined in Schedule 26 (Sustainability) and agrees to be measured on it as a contractual KPI, which will be agreed at contract initiation between the Buyer and the Supplier.

2.6. Contract Management & Governance

2.6.1. In addition to fulfilling the meeting schedule as outlined in point 2.3.15, the Supplier must refer to Schedule 13 (Contract Management) of the Contract for obligations pertaining to Contract Management.

2.7. Escalation Routes

2.7.1. Where the Supplier becomes aware of an impending event that is likely to have a material effect on the Charges under the Contract, it should follow the process as outlined in clause 6.4 of the Core Terms and notify the Buyer Authorised Representative in writing.

2.7.2. Failure to notify the Buyer within four (4) weeks of the event happening will result in the Supplier not being entitled to request a change to the Charges in Schedule 03 (Charges).

2.7.3. Where the Supplier wishes to request a change to this Specification, it should follow the Variation Procedure outlined in Clause 28 of the Core Terms, using the template at Schedule 21 (Variation).

2.7.4. For formal notices issued under the Contract pursuant to clause 29, the Supplier should send such written notices to the Buyer's Authorised Representative.

2.7.5. For all other communications, including day-to-day communications, and the raising of risks and issues, the Supplier should contact the DBT Service Delivery Manager (SDM), [redacted] in the first instance unless otherwise instructed. In the absence of the SDM, please contact [redacted]

2.7.6. The Supplier and the Buyer will work collaboratively in respect of issue and risk management. This will be done through attendance at a monthly contract management meeting as outlined in Schedule 13 (Contract Management).

2.7.7. Where the Supplier wishes to provide early notice of a potential risk/issue/impact of an impending event, and it does not constitute a notice pursuant to the scenarios outlined in 2.7.1, 2.7.2, 2.7.3, and 2.7.4, it must do so in writing using the template at Annex D to this Schedule 02 (Specification) – this will be known as an Early Warning Notice (EWN).

2.7.8. The Buyer may also issue the Supplier with an EWN pertaining to the Supplier's delivery of the Services.

2.7.9. Subject to agreement with the PMCC Consultant, the Supplier will be required to raise any EWNs directly via email with the Buyer's Authorised Representative and the DBT SDM copied in, to a PMCC Consultant representative who is to be confirmed.

2.8. <u>Exit Management</u>

2.8.1. The Supplier must comply with the particulars of Schedule 30 – Exit Management – in respect of Contract exit.

3. Core Deliverable 1 – Providing Creative Direction

3.1. The Supplier will provide creative direction for all work streams within the scope of CPAS, ensuring that the development of the creative outputs align with the 100% Developed Design Intent (Annex A) throughout the completed works. These outputs will be presented to the Buyer for review during the Buyer Review Periods with clear rationale as to their alignment with the 100% Developed Design Intent.

3.2. The Supplier is to develop the established Design Intent work and completed Narrative (pending sign off in May 2024) into the full visitor experience throughout the agreed timeline (see Annex C) with a view to the UKP going live on 13 April 2025.

3.3. The Supplier will ensure that the creative content aligns closely with the Buyer's objectives and messaging for Osaka Expo 2025. They will also contribute creative insights and enhancements to elevate the overall storytelling experience, leveraging their expertise in narrative design and audience engagement.

3.4. The Supplier will ensure consistency in creative direction across various platforms and mediums, including digital displays, interactive installations, printed materials, and environmental design elements. This cohesive approach will reinforce key messages and themes throughout the visitor journey experience.

3.5. Throughout the design and development process, the Supplier will collaborate closely with the Buyer’s project team to ensure content is approved and cleared through the relevant and required internal governance processes. This collaborative approach will ensure that the final creative direction aligns with the Buyer's vision and objectives.

3.6. The Supplier will actively incorporate feedback from the Buyer into the creative direction through the Buyer Review Periods and in line with the sign-off and approvals processes outlined in paragraph 9 of this Schedule 02.

3.7. The Supplier will work collaboratively with Sponsor partners to develop content in line with their rights’ packages. Sponsors feedback will be incorporated within the subsequent phase after each review period outlined within the timeline (Annex C) of this Specification. The Buyer will ensure that the Sponsor feedback and sign-offs are provided within the Buyer Review Period and that they align with the stage of production as outlined by the Supplier in order to be able to effectively progress production and development, and ensure delivery adheres to the programme. Sponsor deadlines and milestones are featured within both Annex C and Annex E.

3.8. If a situation arises where a Sponsor is unable to provide the required or agreed content or asset inclusions, the Supplier must notify the Buyer and present an alternative delivery option to mitigate the impact on content production. If there is

a risk of additional costs to be incurred to produce alternative content, the Supplier must provide the Buyer with at least 3 weeks' notice before a decision is required. This three (3) weeks' notice is only viable if the notification from the Supplier comes at an appropriate stage of the project, otherwise, the Supplier will give the Buyer the maximum allowance of notice available without impacting time or budget.

3.9. Appropriate content validation periods should be planned for to allow the Buyer and relevant stakeholder the opportunity to feedback and comment on content development. These appropriate validation periods are planned for and align with the Buyer Review Periods outlined within 2.2.4 of Schedule 2 and should not deviate outside of these..

4. Core Deliverable 2 – Content Production

4.1. The Supplier will provide the art direction and production team to create bespoke content that uses a mix of 2D, 3D, stock live asset elements as per the experience designed by the ICDS Supplier in the 100% Media Brief. Animation must be delivered to a suitable level of quality and definition to accommodate the resolution and the dimension of the screens and canvases in the visitor experience outlined within the 100% Developed Design Intent.

4.2. The specific deliverables for Content Production will be as per the 100% Developed Design Intent (Annex A) that the ICDS Supplier submitted to the Buyer; the creative output for these will adhere to the complexity and quality stated within.

4.3. The Supplier will deliver the outputs for this Core Deliverable (see 4.3 above) in the Deliverable Phases as outlined in the table at 2.2.4 of this Specification.

4.4. The Buyer will need appropriate review, sign off, and approval periods to review content development to ensure the desired quality and effect is delivered – this are known as “Buyer Review Periods”, of which there are seven (7) as outlined in the table at 2.2.4 – specifically Deliverable Phases 1c, 1e, 2b, 3b, 4b, 5b, and 6b, and the process for which is further detailed in paragraph 9 of this Schedule 02 (Specification).

4.5. The Supplier should refer to the 100% Developed Design Intent in Annex A for the corresponding Media Matrix within the Content Media Brief that defines the parameters of each space including the number of canvases, resolution, dimensions and duration of content.

4.6. The Supplier must produce all scripts in dual language (Japanese and English). Appropriate time should be allowed for translation and testing of Japanese language to ensure scripts and language is appropriate and accurate. This must include time for the Supplier to work with the Buyer’s project team based in Japan, providing them the opportunity to review and feedback on Japanese scripts.

4.7. The Supplier and Buyer agree to the production plan outlined in the Content & Software Production Timeline at Annex C and proposal at Schedule 04 (Supplier’s Proposal) save for where it is agreed to be amended through Variation.

4.8. For ease of reference, the total maximum minutes of content for each space is defined below. This includes all content (including intro and outro) for each space:

[redacted]

[redacted]

4.9. The following are also included within the scope of Core Deliverable 2: Content Production

Included within the scope of Core Deliverable 2: Content Production	
Item	**Description**
Developed production matrix (media, print and audio)	A detailed document showing the animation technical requirements for each of the animated media content pieces. A detailed document showing the print media requirements for each of the static graphic content pieces. A content key attributing each media piece to the exact location corresponding to the design intent package.

	Elevation diagrams showing the media location and dimensions in situ for each experience space.
Production content templates	Pixel map templates for all the animated content media requirements for each experience space.
Second and Final Draft Media Design	Final script transcreation costs and for up to 2x revisions during the Pre-production phase. (Note: any further script revisions required after pre-production are considered out of scope, and will need to be defined, costed, agreed and commissioned through a Variation agreed between Buyer and Supplier).
Production of 2x language voice-over (Japanese & English)	Production for a maximum of 1x language voice-over (Japanese), including casting for a maximum of 4x actors. Additional voice overs are to be delivered through AI software.
Site visit pre-installation (Billable Service[1])	1x Site Visit pre-installation for 5x team members, for a maximum of 6x nights. The Supplier will comply with Schedule 31 – Travel & Subsistence in arranging travel and accommodation.
On-site installation period (Billable Service)	1x On-site installation period of a maximum of 15x days for approximately 14 team members. The Supplier will comply with Schedule 31 – Travel & Subsistence in arranging travel and accommodation.
File delivery	File delivery including via physical hard drives as required to the onsite installer. Additionally, all final project files will be delivered to the Buyer via physical hard drives after the installation, for archival purposes.
Graphic elements	Design of physical static graphic elements that are a part of the narrative content - [redacted] Specifications for dimensions and locations to be supplied by the DBMD Contractor.
Accessibility consultancy	Accessibility consultancy for the content, including checking the script language, motion graphics, captioning placement and media content for accessibility using the "Universal Design Guidelines". Provision of audio description script in Japanese and English only.
Accessibility testing	Accessibility testing will be conducted by the accessibility consultant appointed by the Supplier. This will not include visitor testing.
[redacted]	

4.10. The following are a list of exclusions from Core Deliverable 2 – Content Production:

[1] A Billable Service is a service cost incurred by the Supplier in support of delivering the deliverables and will be billed at cost to the Buyer in accordance with Schedule 03 (Charges).

No.	Exclusion
1	Wayfinding design and elements in any area of the pavilion
2	Production of graphics and wayfinding elements beyond the items identified in the scope
3	Production of test materials for any physical set elements or graphics
4	DBMD Contractor to supply the artwork specifications for the print graphics as per their manufacturing requirements.
5	Testing & prototyping of the media (either virtually or physically) with the required hardware (this does not exclude visitor testing).
6	Live Asset Shoots/Green Screen recordings, etc.
7	Augmented Reality Content and activations
8	Virtual Pavilion management, production of the platform, etc
9	Marketing materials, assets, and content
10	Sponsor-specific content (outside of inclusions agreed within 100% Media Brief)
11	Content outside of that specified within the 100% Media Brief including refreshable content for the live period
12	Content for spaces outside of the exhibition areas as defined in the briefs.
13	Development, iterations or change to the experiential and spatial design of the experience (incl. interior schematics)
14	AV Technical design developments/changes, installation, operations and maintenance
15	Reformatting of client and sponsor media assets for inclusion in the media design or any onsite activations
16	Overall show control system and design of show control interface - to be provided by DBMD Contractor
17	Media server programming and consultation
18	Costs and scheduling impact borne through delays to content template completion against shop construction drawings (to be provided by the DBMD Contractor).
19	The technical solution for the playout of any required audio descriptions is outside of the Supplier's scope.
20	Provision of audio (voice overs) or subtitles in other languages outside of the agreed scope.
21	The provision of any H&S PA System(s)
22	Specific [redacted] assets outside of the agreed scope within 100% [redacted] Media Brief in Annex A for use in marketing, costume design, sculptural design, additional animated gifs, social media assets, and merchandising assets or other requirements.
23	Provision of additional languages for audio descriptions

5. Core Deliverable 3 – Software Development

5.1. The Supplier will provide services necessary for the development of software to produce the interactive experience within one exhibition space: the Dome.

5.2. The specifications for the specific outputs of this deliverable (the intent) can be found in Document No.14 of Annex A (100% Developed Design Intent) – Dome Software Brief 100% provided by the ICDS Supplier. The Supplier must deliver on this brief, incorporating any feedback provided by the Buyer.

5.3. The software developer provided by the Supplier to deliver as per 5.2 must collaborate with the hardware developer provided by the DBMD Contractor to ensure a robust and suitable product is delivered within the timelines of the Project.

5.4. The Supplier will deliver the outputs for this Core Deliverable (see 5.2 above) in the Deliverable Phases as outlined in the table at 2.2.4 of this Specification.

5.5. The Buyer will need appropriate review, sign off, and approval periods to ensure the desired output and quality is delivered – these are known as “Buyer Review Periods”, of which there are seven (7) as outlined in the table at 2.2.4 – specifically Deliverable Phases 1c, 1e, 2b, 3b, 4b, 5b, and 6b – and the process for which is further detailed in paragraph 9 of this Schedule 02 (Specification).

5.6. The Buyer will be required to gather feedback and achieve sign-off on the game logic in respect of the software development from laypeople, who are not specialists in this field. The Supplier is therefore required to provide details on the game logic to a level understandable by those not specialist in this area to facilitate prompt and accurate feedback. Failure to do so may result in delays from the Buyer.

5.7. The following assumptions and points are acknowledged by Buyer and Supplier, and the Buyer acknowledges where it must fulfil an obligation or facilitate another supplier providing information, resource, or items:

5.7.1. Multiple stages of development testing are required through the Alpha, Beta, and Beta II stages of the project. The testing will not include members of the public at any stage.

5.7.2. For development purposes, a ‘white box’ interface that receives and responds to network triggers and a ‘dumb’ button pressed exactly as the final product must be provided by the DBMD Contractor’s Hardware Developer. This unit must be available to the Supplier at all stages of code development and needs to be provided before Alpha Development.

5.7.3. All equipment and software shall be subject to factory acceptance testing at the Beta II testing stage, before shipment to Japan. Acceptance testing will require running the full software package on the proposed hardware and testing triggers between the software and the selected media server. In addition, the product should be mounted

in either a section of the actual balustrade or a mock-up with correct angles, etc., and access, mounting points, and ventilation are to be checked.

5.7.4. Provision should be made for multiple stakeholders, including the Buyer and the Supplier to attend the final element of factory acceptance testing if required.

5.8. The following are a list of exclusions from Core Deliverable 3 – Software Development:

No.	Exclusion
1	Software for operations systems including ticketing software (UX/UI design can mirror interactives but actual design and creation not included)
2	Maintenance of Software throughout the live event period and after decommissioning (this does not excuse the Supplier from rectifying issues with the software at its own cost that are a result of the design and development/production by the Supplier).
3	Augmented Reality software development
4	The Supplier is not responsible for developing the technical schematic for the final exhibition setup. The individual components required to run interactive exhibits in their entirety and how they are connected with the infrastructure at the pavilion are the responsibility of the AV system integrator.
5	The AV system integrator will install the software executable files on the hardware in the pavilion following the instructions provided by The Supplier. The Supplier will be responsible for ensuring the software works correctly on the agreed hardware. Any other troubleshooting of other systems at the pavilion is the responsibility of the AV system integrator.
6	Any alterations made to infrastructure, networking, or other technical provisions following the commissioning and handover period are not provided for.
7	Costs and scheduling impact borne through delays to the provision of associated hardware that impacts the software development. Hardware is expected to be provided ahead of the Alpha Development Stage.
8	Service level agreements and comprehensive technical support and maintenance plans are not included at this stage, the development of appropriate solutions will need to be agreed upon with The Buyer and suppliers, The specific level of provision, scope, and pricing for these items needs to be defined and agreed with the Buyer ahead of the Alpha Development Stage
9	Media servers and server programming will be required for all testing stages, this will be delivered by ESG.
10	Testing facilities, and any associated costs and management for prototyping the Dome hardware.
11	Navigation for the interactive experiences using an accessible keypad will be explored by the Supplier and is subject to the provisions in the wider technical design.

6. Core Deliverable 4 – Sound Design

6.1. The Supplier will provide the sound design and composition for all experience spaces as stated in 2.1.1 of this Specification, except for 2.1.1.1 – The Undercroft.

6.2. The sound design will include a mixture of stock sound effects, stock assets, and original digital composition. This includes a maximum duration of twenty (20) minutes.

6.3. Notwithstanding the exclusions below, all mixing that is required is included, along with integration of voice-over for a maximum of two (2) language voice overs - Japanese and English.

6.3.1. All audio must be recorded in Japanese, with appropriate transcreation and localisation applied to the style and tone of voices. In terms of localisation – the characters should sound like where they are from.

6.3.2. The Supplier should coordinate with the Buyer's Japan based team to review Japanese recordings for quality and localisation elements, to ensure a suitable quality and style of audio is delivered.

6.4. Sound design incorporates composition and technical strategy for delivery, any commissioning and engineering in the UKP will be provided by the DBMD Contractor.

6.4.1. If non bespoke music is being used, it should be British. If the Supplier is intending to use IP protected music or audio, this should be notified to the Buyer with appropriate notice , so that the Buyer can explore all pricing options and alternatives if necessary.

6.5. The Supplier will supervise the creative delivery of the audio experience on-site.

6.6. The specific Deliverables for the sound design include:

6.6.1. The recording and sound mixing for Narration, Sound Effects and Score to play during the visitor journey experience of 'The Exhibition Lobby' 2.1.1.2. Each audio element must be time and tone matched to any relevant media that will be displayed during this section of the visitor journey.

6.6.2. The recording and sound mixing for Narration, Sound Effects and Score to play during the visitor journey experience of 'The Exhibition' 2.1.1.3. Each audio element must be time and tone matched to any relevant media that will be displayed during this section of the visitor journey.

6.6.3. The recording and sound mixing for Narration, Sound Effects and Score to play during the visitor journey experience of 'The Dome Lobby' 2.1.1.4. Audio must be tone matched to static graphic elements displayed during this section of the visitor journey.

6.6.4. The recording and sound mixing for Narration, Sound Effects and Score to play during the visitor journey experience of 'The Dome' 2.1.1.5. Each audio element must be time and tone matched to any relevant media that will be displayed during this section of the visitor journey.

6.6.5. The recording and sound mixing for Narration, Sound Effects and Score to play during the visitor journey experience of 'The Finale' 2.1.1.6. Each audio element must be time and tone matched to any relevant media that will be displayed during this section of the visitor journey.

6.7. The Supplier will deliver the outputs for this Core Deliverable (as listed in 6.6 above) in the Deliverable Phases as outlined in the table at 2.2.4 of this Specification.

6.8. The Buyer will need appropriate review, sign-off, and approval periods to review the outputs to ensure they are to the desired quality and deliver the intention of the design – this is known as a "Buyer Review Period", of which there are seven (7) as detailed in the table at 2.2.4 – specifically Deliverable Phases 1c, 1e, 2b, 3b, 4b, 5b, and 6b, and the process for which is further detailed in paragraph 9 of this Schedule 02 (Specification).

6.9. The following are a list of exclusions from Core Deliverable 4 – Sound Design:

No.	Exclusion
1	Licensing costs for popular music.
2	The cost of original recording, including foley, live musical performances, and any associated costs.
3	Any output beyond a stereo sound mix, including multi-channel audio and in-room mixing on site.
4	Sound design and composition for other areas outside of the exhibition spaces defined in this scope of work.
5	Sound design/composition for special events and auxiliary activities unless included in future Content Refresh SOW.
6	Sound design and composition for marketing materials and assets.
7	Acoustic studies of the pavilion.
8	Any development to the sound design based on acoustic conditions onsite will be subject to additional scope, where it is not the fault of the Supplier
9	Commissioning-stage sound engineer and mixing.
10	Provision of sound design for the Undercroft.
11	Only two versions of the sound design package are provided for the pavilion (English and Japanese), the cost of additional mixes for the additional languages or sensory environment provision is not included in the scope.
12	Bespoke provisions for hearing loop or screen reader solutions.

7. Core Deliverable 5 – Lighting Design

7.1. The Supplier will provide the lighting design for all experience spaces within the UKP (as listed in 2.1.1), except for 2.1.1.1 – The Undercroft.

7.2. The Supplier will align delivery of the lighting design in accordance with the intent prescribed in Annex A – 100% Developed Design Intent. The Supplier must refer to documents 15-22 of Annex A for specific detail.

7.3. The Supplier will align with the DBMD Contractor and their appointed sub-contractors to ensure compatibility and compliance with lighting regulations throughout the Content Production.

7.4. The lighting design includes the following Deliverables:

7.4.1. A review of the proposed equipment list and proposal of suggested updates as appropriate.
7.4.2. Input of requirements into system design for lighting desk.
7.4.3. Review of 3D plans to check angles and spill.
7.4.4. Production of 2D plans for AVL delivery brief.
7.4.5. One (1) revision of plans following feedback from the Buyer.
7.4.6. Proposal of content media changes (if required) within the phased production timeline.
7.4.7. One (1) revision of plans following production delivery feedback.
7.4.8. Creation and development of the cue list.
7.4.9. Show programming with DBMD Contractor's Lighting Programmer.
7.4.10. Handover to local lighting programmer and supervision of creative delivery of the lighting experience on-site to a maximum of fifteen (15) days onsite pre-Expo live.

7.5. The Supplier will deliver the outputs for this Core Deliverable (see 7.2-7.4 above) in the Deliverable Phases as outlined in the table at 2.2.4 of this Specification.

7.6. The Buyer will need appropriate review, sign-off, and approval periods to ensure the outputs are to the desired quality – this is known as a "Buyer Approval Period", of which there are seven (7) as outlined in the table at 2.2.4 – specifically Deliverable Phases 1c, 1e, 2b, 3b, 4b, 5b, and 6b, and the process for which is further detailed in paragraph 9 of this Schedule 02 (Specification).

7.7. The following are a list of exclusions from Core Deliverable 5 – Lighting Design:

No.	Exclusion
1	Lighting design for other areas not specified
2	Health & Safety lighting
3	Lighting design for special events and auxiliary activities unless included in a future SOW for Content Refresh should that option be enabled.
4	Lighting programmers and/or technicians for the onsite period

5	Lighting for building maintenance and cleaning
6	Compliance with local lighting regulations (the Supplier should liaise with the DBMD Contractor to verify its proposals are deliverable within local applicable regulations and make adjustments to the design as advised by the DBMD Contractor).

8. Roles provided for Core Deliverables

8.1. The following are the list of roles provided by the Supplier to support delivery of the Core Deliverables:

Workstream / Core Deliverable	Role (and quantity if more than one (1))
Content Production	Chief Creative Officer
	Project Director
	Executive Art Director
	Supervising Producer
	Senior Producer
	Media/Production Coordinator
	Creative Director
	Art Director
	Video Editor (Boardomatics)
	Scriptwriter
	Lead Animator
	Mid-Weight Animator (1)
	Mid-Weight Animator (2)
	Character Specialist
	Junior Animator
	Compositor / Video Editor
	Graphic Designer (Graphics)
	Project Manager
Software Development & Sound Design	Chief Creative Officer
	Supervising Producer
	Technical Director
	Creative Technologist
	Media/Production Coordinator
	Interactive Media Designer
	Senior Show Software Programmer
	Junior Technical Programmer
	Senior Software Developer 1

	Senior Software Developer 2
	UX/UI Designer
	Project Manager
	Technical Director
	Technical Producer
[redacted] Narrative Content & Integration	Chief Creative Officer
	Executive Art Director
	Senior Producer
	Media/Production Coordinator
	Senior Creative Director
	Concept Artist
	[redacted]
Sound Design	Sound Designer/Composer
Lighting Design	Senior Lighting Designer
	Associate Lighting Designer

8.2. Any roles not specifically listed in the table above are not included within the overall pricing model as outlined in Schedule 03 (Charges) and may only be added through a Contract Variation.

8.3. Roles may be re-deployed across workstreams/Core Deliverables as required by the Project.

8.4. The Supplier may substitute roles where necessary to achieve the best results for the project budget and schedule where such substitution does not impact on the Charges, and the Supplier will notify the Buyer that it is doing this.

8.5. Onsite technical installation and execution roles are excluded, including:

8.5.1. Media Programmer
8.5.2. Sound Programmer
8.5.3. Lighting Programmer

8.6. Should additional roles be required for Optional Services, these will be agreed in individual SOWs (Schedule 38).

9. Sign-Off / Approval Process for Core Deliverables

9.1. The Supplier shall provide clear timelines and an itemised list of elements that require Buyer approval for each of the Buyer Review Periods as detailed in the table at section 2.2.4, specifically the following Deliverable Phases: 1c, 1e, 2b, 3b, 4b, 5b, and 6b.

9.2. The Supplier will outline which elements of each Deliverable Phase require feedback, and which require sign-off/approval from the Buyer. Deliverables that require feedback will continue to be developed in the following Deliverable Phases; elements that require sign-off will be locked after that approval is given and must not be changed or re-reviewed in subsequent phases.

9.3. The Buyer will work with the Supplier to plan all review periods and ensure availability of required senior stakeholders for each review period. The Supplier will be available to respond to queries from the Buyer during the Buyer Review Periods to ensure that it can progress as planned. Any delay by the Supplier of more than twenty-four (24) hours (excluding weekends and bank holidays) to respond to a query may impact the Buyer's ability to meet the deadline of the Buyer Review Period, and in such circumstances the Supplier will endeavour to reschedule the programme at Annex C with as limited changes to the schedule (Annex C) as possible. The subsequent delay to the schedule should in alignment with the delay in response to the Buyer. Responding to queries within this timeline will only be possible for already existing information that is available to the Supplier. For queries that require further information in order to answer, the Supplier will acknowledge and begin investigation within the specified timeframe.

9.4. Where agreed, the Supplier shall coordinate in person review workshops with the Buyer and relevant stakeholders within the Buyer Review Period to review Deliverables and provide the appropriate level of detail required to the Buyer in order to make the necessary decisions outlined for each submission.

9.5. Where the Supplier agrees to coordinate and/or attend a workshop and/or meeting during a Buyer Review Period, it will do so at a time and date that will not impact the Buyer's period and/or ability for reviewing the Deliverables. Where the Supplier selects a date and/or time or moves an already agreed meeting and/or workshop that detrimentally impacts the Buyer's period and/or ability for review, the Supplier will either provide the Buyer with more time, and/or provide additional resource at no cost to the Buyer.

9.6. If approval is required from the Buyer for elements of design, including content, software and audio, outside of these review periods, the Supplier must provide the Buyer with a minimum of 3 weeks' notice before a decision is due in order for the Buyer to complete necessary internal reviews and provide a response, where the project timeline allows. Where changes occur and feedback or sign-offs outside of these periods are required, the Supplier will endeavour to give as much notice as possible, without affecting the timeline and budget.

9.7. Content relating to sponsor(s) inclusions will need to be approved and signed off by the relevant sponsor(s) throughout the timeline, in accordance with the delivery programme. The Supplier must ensure that these deadlines are clearly communicated with the Buyer. Please see Annex E for the sponsor integration deadlines that were communicated with the Buyer on the 10th April, 2024.

9.8. All decisions must be presented by the Supplier with options clearly presented and detailed for the Buyer to review. For the avoidance of doubt, any late decisions on the agreed Buyer Review Period process as outlined in this paragraph 9 of Schedule 02, will impact the timeline at Annex and the Charges in Schedule 03. In the event of a late decision on certain elements, the Buyer will notify the Supplier on which elements are affected and the likely new date for that decision. The Supplier will then clearly outline the impact of that late decision on the timelines and costs so that the Buyer can make decisions appropriately.

9.9. Where undertaking a Buyer Review Period to sign-off a Deliverable Phase (and enable a Deliverable Stage Payment as per Schedule 03 (Charges)), acceptance, feedback, and approval will fall into one of the following categories:

9.9.1. Acceptance without comment; or

9.9.2. Acceptance with comment (feedback to be incorporated into the following Delivery Phase; or

9.9.3. Non-Acceptance of Deliverables for the Deliverable Phase whereby the Deliverables are not as stated in this Schedule 02 (Specification) and/or materially different to related Annexes, and/or non-delivery by the Supplier, and/or the Deliverables have not incorporated previously agreed feedback.

9.10. During the Buyer Review Period, the Buyer is responsible for gathering consolidated feedback and sign-offs from all its relevant stakeholders, including Sponsors and other Partners, and supplying this to the Supplier as a consolidated document at the end of the Buyer Review Period.

9.11. In respect 9.9.2: the Supplier shall confirm receipt of Buyer feedback within 24 hours of receiving comments. The Supplier must provide response to feedback within 48 hours, detailing how feedback can and will be addressed.

9.12. The Buyer and the Supplier acknowledge that the structure of the delivery schedule as outlined in Annex C (Content & Software Production Timeline) does not allow for the resubmittal of Deliverables under a Deliverable Phase before progressing to the following Deliverable Phase. However, the Supplier agrees it shall incorporate any agreed feedback given by the Buyer as best it can in the next phase of Deliverables for feedback, sign-off/approval, in line with that Deliverable Phase. The Buyer recognises that the ability to incorporate feedback and material amendments will diminish as the project progresses.

9.13. In respect of 9.9.3, and Non-Acceptance of Deliverables following a Buyer Review Period, the Supplier should refer to clause 1.9 of Schedule 03 (Charges).

9.14. In the event of “Non-Acceptance”, the Parties acknowledge that the entirety of the next Deliverable Phase will be delayed whilst resolution is obtained.

9.15. In the event the Buyer does not communicate on the Deliverables within the stated timeframes, the Supplier will escalate the issue in accordance with Clause 12 of the Core Terms (Escalation) for resolution.

9.16. The Supplier and Buyer will maintain an updated decisions log to track changes, feedback, and instructions from the Buyer throughout the delivery process.

10. Optional Services

10.1. The Buyer has indicated at paragraph 2.1.6 a set of Optional Services that it may commission through the SOW process as outlined in Schedule 38.

10.2. Optional Services can be commissioned at the sole discretion of the Buyer in as many SOWs as required by the Buyer.

10.3. The following table indicates the potential Optional Services that the Buyer may ask the Supplier to provide:

Optional Service	Description of potential Scope
Façade Content Development and Production	Design and produce digital content (video loop of set duration and complexity) to display on LED mesh screen.
Terrace Experience Development and Production and/or Virtual Reality (VR) visualiser to preview content	Provision for Supplier to develop an uplifted, content based experience on the Terrace. Development will include Sponsorship integration **and/or** creation of a Virtual Reality (VR) visualiser for the Buyer to preview and review the content within the spatial design.
Landscaping	Provision for Supplier to provide support services as required for appointed landscaping supplier
Content Refresh	Provision for Supplier to update content for seasonal/event-based purposes throughout the Live period / and or work on the additional secondary narrative / and or obtain licensing for music as part of the sound design. Creative content development milestones and nature of requests will be outlined within SOW.
Marketing Alignment & Integration	Provision to support and collaborate with marketing supplier in their design of marketing materials.
PR & Promotional Alignment Integration	Provision to support and coordinate with Buyer PR team to amend existing assets or produce new assets for promotional material to promote the UK pavilion and visitor experience. This provision could also be to support the attendance of Immersive team members at PR events, if required.
Monitoring & Managing of live experience	Supplier to retain ownership and responsibility for content while installed in UKP. Suggestions to be supplied to the Buyer and updates to UKP made as per request.
Legacy Planning	Supplier to work with Buyer to develop the future of UKP visitor journey content in the form of legacy planning meetings with the Buyer and proposals and ideation on its legacy. Asset adjustment and revision for alternative formats may be required.
Virtual Pavilion – Creative Integration & Supply of Assets	Supplier to deliver existing assets for inclusion on the UKP Virtual Pavilion and integrate with virtual pavilion developers. Asset list to be supplied, with the outstanding potential for support required pending change of scope.

10.4. Schedule 03 (Charges) outlines budgets assigned for each Optional Service. The Supplier and Buyer agree to work together to monitor the use of Optional Services and their budgets and where an Optional Service is not required in part or in full, may agree to reassign budget to other Deliverables (both Core Deliverables and Optional Services) to account for any increase or amendment to service provision required elsewhere.

10.5. The Buyer acknowledges that some Optional Services are time bound as per the following table:

Optional Service	Timeframe
Façade Content Development & Production	The Buyer acknowledges that for optimal delivery, this Optional Services will need to be enacted by Buyer by 31 May 2024 via an SOW. Should the Optional Service need commissioning after this date, the Buyer and the Supplier will engage in good faith discussions about what is possible that can be delivered, and any Variation required to the Optional Service as a result.
Terrace Experience Development and Production and/or Virtual Reality (VR) Visualiser for Preview of Content	The Buyer acknowledges that for optimal delivery, this Optional Services will need to be enacted by Buyer by 31 May 2024 via an SOW. Should the Optional Service need commissioning after this date, the Buyer and the Supplier will engage in good faith discussions about what is possible that can be delivered, and any Variation required to the Optional Service as a result.
Landscaping	The Buyer acknowledges that for optimal delivery, this Optional Services will need to be enacted by Buyer by 31 May 2024 via an SOW. Should the Optional Service need commissioning after this date, the Buyer and the Supplier will engage in good faith discussions about what is possible that can be delivered, and any Variation required to the Optional Service as a result.
Content Refresh	The Buyer acknowledges that for optimal delivery, this Optional Services will need to be enacted by Buyer by 31 May 2024 via an SOW. Should the Optional Service need commissioning after this date, the Buyer and the Supplier will engage in good faith discussions about what is possible that can be delivered, and any Variation required to the Optional Service as a result.
Marketing Alignment & Integration	To be enacted by Buyer at their discretion at any time throughout the Contract Period with four (4) weeks' notice given before work commences and an agreed SOW.
PR & Promotional Alignment Integration	To be enacted by Buyer at their discretion at any time throughout the Contract Period with four (4) weeks' notice given before work commences and an agreed SOW.
Monitoring & Managing of live experience	To be enacted by Buyer at their discretion at any time throughout the Contract Period with four (4) weeks' notice given before work commences and an agreed SOW.

Legacy Planning	To be enacted by Buyer at their discretion at any time throughout the Contract Period with eight (8) weeks' notice given before work commences and an agreed SOW.
Virtual Pavilion – Creative Integration & Supply of Assets	This is for supply of existing assets only in the correct format for a virtual pavilion and quality checking of these deliverables. No creation of new assets will be required. Four (4) weeks' notice will need to be given before work commences and an agreed SOW.

10.6. The Supplier will monitor the use of Optional; Service and facilitate discussion with the Buyer to ensure sufficient warning is given to enable an Optional Service with a time limit to be provided.

11. Annex A – 100% Developed Design Intent

11.1. The following is the list of documents that comprise the Final 100% Developed Design Intent submission from the ICDS Supplier on 28th March 2024, which is referred to across the Core Deliverables sections of this Specification:

[redacted]

[redacted]

[redacted]

[redacted]

11.2. The utilising the documents that comprise Annex A to this Specification to deliver the services, the Supplier commits to incorporating feedback from the Buyer that has been provided, and any subsequent follow-up redesign work to be delivered in April and May 2024, which upon delivery will be incorporated into this Specification through Variation (Schedule 21).

12. Other Annexes

12.1 The listed Annexes in point 12.2 and as referenced throughout this document form part of the Specification and can be found at the following web address:

CR_3457 – Expo 2025 Osaka – Content Production & Associated Services (CPAS)[2]

12.2 These Annexes are listed as follows:

- Annex B. Come Build the Future
- Annex C. Content & Software Production Timeline
- Annex D. Early Warning Notice Template
- Annex E. DBT Sponsorship & Stakeholder Key Dates (Rv1 240410)

[2] This is the Buyer's SharePoint site "ICDS – External" that the Supplier should have access to. The Supplier must advise if it cannot access or requires additional access.

Schedule 3 (Charges)

1. Definitions

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

1.1.1 **"Billable Charges"** means the costs incurred by the Supplier in relation to delivery of the Core Deliverables that will be charged on a time and material basis in arrears as they are incurred as set out in paragraph 1.2.2 of Annex 1 to this Schedule and such Billable Charges shall not exceed the Billable Charges Cap.

1.1.2 **"Billable Charges Cap"** has the meaning given to it in table in paragraph 1.12 of Annex 1 to this Schedule (as may be amended by any Contract Variation).

1.1.3 **"Charges Caps"** means the Billable Charges Cap, the Confirmed Charges Cap and the Optional Charges Cap.

1.1.4 **"Confirmed Charges"** means the fixed costs payable in instalments for the Delivery of the Core Deliverables as set out in paragraph 1.2.1 of Annex 1 to this Schedule and such Confirmed Charges shall not exceed the Confirmed Charges Cap.

1.1.5 **"Confirmed Charges Cap"** has the meaning given to it in table in paragraph 1.3 of Annex 1 to this Schedule (as may be amended by any Contract Variation).

1.1.6 **"Contingency Budget"** means the amount of [redacted] (excluding VAT) which may be utilised by the Parties in accordance with paragraph 6 of this Schedule 3 (Charges).

1.1.7 **"Optional Charges"** means the costs for any Optional Services commissioned by the Buyer at its discretion through the Statement of Work commissioning process outlined in Schedule 38 (Statement of Work Commissioning Process), as provided for in paragraph 1.2.3 of Annex 1 to this Schedule and such Optional Charges shall not exceed the Optional Charges Cap.

1.1.8 **"Optional Charges Cap"** has the meaning given to it in table in paragraph 1.17 of Annex 1 to this Schedule (as may be amended by any Contract Variation).

2. How Charges are calculated

2.1 The Charges:

2.1.1 shall be calculated in accordance with the terms of this Schedule;

2.1.2 cannot be increased except as specifically permitted by this Schedule and shall not be subject to Indexation.

2.2 Any variation to the Charges payable under this Contract must be agreed between the Supplier and the Buyer and implemented using the Variation Procedure.

2.3 No other costs or expenses outside the Charges shall be paid to the Supplier.

3. The pricing mechanisms

3.1 The pricing mechanisms and prices set out in Annex 1 (Prices) shall be used in the calculation of Charges under the Contract.

4. Events that allow the Supplier to request changes to the Charges

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

4.1.1 a Specific Change in Law in accordance with Clauses 28.6 to 28.8;

4.1.2 a request from the Supplier, which it can make at any time, to decrease the Charges; and/or

4.1.3 the utilisation of the Contingency Budget in accordance with paragraph 6 to this Schedule.

5. When you will be paid or reimbursed for travel and subsistence

5.1 The Supplier may be required to travel in its delivery of the Services, including travelling to the Expo site, and/or meeting with other suppliers contracted by the Buyer in Japan.

5.2 The Supplier may recover Travel and Subsistence (T&S) costs for the reasons stated in 5.1 in accordance with the Buyer's Travel and Subsistence Expenses Policy set out at Schedule 31 (Travel and Subsistence) to the extent that such costs are Reimbursable Expenses supported by Supporting Documentation properly and necessarily incurred in:

5.2.1 the delivery of the Core Deliverables.

5.2.2 the delivery of the Optional Services where the recovery of such Reimbursable Expenses is agreed in the Statement of Work for such Optional Services.

5.3 The Supplier shall not exceed the Billable Charges Cap when recovering Reimbursable Expenses which are applicable to the Core Deliverables.

5.4 The Supplier shall not exceed the Optional Charges Cap when recovering Reimbursement Expenses in relation to the Optional Services and the Supplier will charge and invoice the Buyer for such Reimbursable Expenses in accordance with the terms of the relevant Statement of Work.

6 Use of the Contingency Budget

6.1 The Contingency Budget may be used at the discretion of the Buyer to increase one or more of the Charges Caps in accordance with this Paragraph 6 to cover the cost of changes to the Services during the Contract Period.

6.2 Any changes to the Services and/or the Charges Caps shall be made in accordance with the Variation Procedure.

6.3 Where the Supplier believes that a change to the Services is needed that:

6.3.1 was not reasonably foreseeable at the Start Date;
6.3.2 has resulted in additional costs that have not been accounted for in the calculation of the Charges Caps,

the Supplier may notify the Buyer that it wishes to increase one or more of the Charges Caps to include the cost of the change to the Services.

6.4 The Supplier shall first identify:

6.4.1 Any underspend of a Billable Charges Cap that is not likely to be utilised in full; and/or
6.4.2 Any Optional Charges Cap that relates to an Optional Service that is not likely to be commissioned (in part or full) and thus not charged against (in part or in full),

and reallocate the amount of the unused Billable Charges Cap or Optional Charges Cap to increase the applicable Charges Cap to cover all or part of the cost of the change to the Services.

6.5 Where the Supplier does not identify any unused Billable Charges Cap or Optional Charges Cap in accordance with paragraph 6.4 it may notify the Buyer in writing that it wishes to use the Contingency Budget to increase the applicable Charges Cap to cover the cost of the change to the Services. The Buyer may at its sole discretion agree to the potential use of the Contingency Budget in which case the Parties will seek to agree a Variation to the Contract in accordance with the Variation Procedure.

6.6 Where all or part of the Contingency Budget is utilised in a Variation the Variation shall state the amount of the Contingency Budget used as part of that Variation and the Contingency Budget stated in paragraph 1.1.6 shall be reduced by that amount.

7 Currency Risk

7.1 All Charges are in GBP irrespective of the currency denomination of the underlying Deliverables and the Supplier agrees that it accepts all foreign exchange rate and currency risks in relation to its supply of the Deliverables under the Contract.

7.2 Where the Supplier incurs a cost in a currency other than GBP, it will exchange the cost into GBP using the prevailing exchange rate at the point of purchase as detailed on xe.com.

Annex 1 – Prices

1.1. The total of the Charges under the Contract shall not exceed £2,539,899.20 (excluding VAT but including the Contingency Budget) unless a Variation is agreed pursuant to the Variation Procedure.

1.2. The Charges comprise of:

1.2.1. **Confirmed Charges** which comprises the committed scope in Schedule 02 (Specification) for the Core Deliverables that will commence delivery from the Contract Start Date. The costs for these Core Deliverables are agreed and fixed as set out in the table at paragraph 1.3 of this Annex 1 and will be invoiced on Delivery of the specified Deliverables as per the payment schedule in the table at paragraph 1.5 of this Annex 1. The full cost breakdown according to the resource profile and project cost breakdown can be found at Annex 2 to this Schedule 03;

1.2.2. **Billable Charges** – costs incurred by the Supplier in relation to delivery of the Core Deliverables that will be charged on a time and material basis in arrears as they are incurred. The costs included in the Billable Charges and the applicable budget caps that the Supplier must not exceed in respect of the Billable Charges, are detailed in the table at paragraph 1.12 of this Annex 1. Full details of the basis on which these caps have been calculated are in Annex 3 to this Schedule 03; and

1.2.3. **Optional Charges** – charges payable in respect of the Optional Services (including any Reimbursable Expenses) that can be commissioned at the discretion of Buyer (as detailed in Schedule 02 (Specification)) following the process for SOWs as outlined in Schedule 38 (Statement of Work Commissioning Process). The prices outlined for these Optional Services in this Annex 1 are the maximum that the Supplier may charge for the relevant Optional Service. Full details of how these budget maximums have been calculated are in Annex 4 to this Schedule 03.

<u>Confirmed Charges for Core Deliverables</u>

1.3. The Confirmed Charges are summarised in the following table and full details are provided for information in Annex 2 to this Schedule 03:

Ref.	Charge/Fee	Budget Total (excl. VAT)
A1	Content Production Fee	[redacted]
A2	Software Development Fee	
A3	[redacted] for Narrative Content & Integration	
B1	Sound Design (including all mixing/studio costs)	
B2	Lighting Design Fixed Fee	
B3	Content, Research & Curation Partners	
B4	Voiceover Recording – Japanese Audio with English Subtitles	
B5	Voiceover Recording – English Audio	
B6	Accessibility (Content Consultancy & Testing)	
B7	Audio Description Recordings – for visual impaired visitors	
B8	Prototyping & Testing	
B9	General Project Costs	
	Total confirmed charges being the "Confirmed Charges Cap":	

1.4. The total fixed costs of the Confirmed Charges for Core Deliverables (items A1-A3 and B1-B9 in the table at 1.4) is [redacted] and will be invoiced in instalments in accordance with the payment schedule in the table at 1.5 and the process detailed in paragraphs 1.6 to 1.9 of this Annex and the Award Form and Core Terms.

1.5. The payment of each instalment is tied to completion of a specific Deliverable Stage (each instalment is a "**Deliverable Payment**") detailed in the table below. Each Deliverable Stage contains a number of the Deliverable Phases as set out at paragraph 2.2.4. of Schedule 02 (Specification) and each Deliverable Phase will require certain Deliverables to be completed. The Deliverable Payment shall be due on the Delivery of all the Deliverables that make up that Deliverable Stage:

Deliverable Payment Schedule for Core Deliverables (Confirmed Charges)			
Deliverable Stage	Deliverable Phase number(s) in Table at 2.2.4 in Schedule 02	Date to be invoiced	Deliverable Payment value (excluding VAT)
Pre-Production Technical Alignment	1a	On successful Delivery of all the Deliverables required for **Deliverable Phase number 1a**	[redacted]
Pre-Production Completion	1b, 1c, and 1d & 1e	On successful Delivery of the Pre-Production Final Draft Media Design and completion of the Buyer	

		Review Period for **Deliverable** Phase number **1e**	[redacted]
Rough Cut Completion	2a and 2b	On successful Delivery of the Production Rough Cut/Alpha Software and completion of the Buyer Review Period for **Deliverable Phase number 2b**	
Fine Cut Completion	3a and 3b	On successful Delivery of the Production Fine Cut/Beta Software and completion of the Buyer Review Period for **Deliverable Phase number 3b**	
Final Cut Completion	4a and 4b	On successful Delivery of the Production Final Cut/Beta II Software and completion of the Buyer Review Period for **Deliverable Phase number 4b**	
Beta II Completion			
Retention Release	5a, 5b, 6a, 6b and 7	On successful Delivery and handover of all Core Deliverables to the Buyer and **Deliverable 7**	
		TOTAL:	

1.6. For each of the Deliverable Stages associated with each Deliverable Payment (as set out in the table above) the Supplier will notify the Buyer in writing when it believes it has completed all the Deliverables required for the Deliverable Stage (this is ahead of the Buyer Review Period associated with that Deliverable Stage) as set out in Schedule 02 (Specification). Once the Buyer confirms receipt, the Buyer Review Period will then commence in accordance with the sign-off and approvals process as outlined in paragraph 9 of Schedule 02 (Specification). The Buyer Review Periods are for the length of time as stated in the table at 2.2.4 of Schedule 02 (Specification) and as amended by Variation.

1.7. Once any Buyer Review Period is completed and the Buyer is satisfied that all the Deliverables for that Deliverable Stage meet its requirements, the Buyer will confirm in writing the Delivery of the Deliverables and the Delivery Stage to the Supplier (using one of the categorisations as outlined in paragraph 9 of Schedule 02 (Specification) and the amount of the applicable Deliverable Payment which shall be the applicable amount set out in 1.5 adjusted in accordance with the terms of this Contract.

1.8. In respect of Deliverable Stage: Pre-Production Technical Alignment (Deliverable Phase Number 1a), there is no Buyer Review Period, and the Buyer will confirm Delivery of the Deliverables and this Delivery Stage to the Supplier and amount of the applicable Deliverable Payment within forty-eight (48) hours of the Supplier submitting notification on submission of the

deliverables as outlined in 1.6. The amount shall be the applicable amount set out in 1.5 adjusted in accordance with the terms of this Contract.

1.9. In accordance with the sign-off and approvals process as outlined in paragraph 9 of Schedule 02 (Specification), in the event the Buyer categorises delivery as "Non-Acceptance", it must notify the Supplier in writing by the end of the associated Buyer Review Period. The Buyer will outline the reason for the non-acceptance, and the Buyer will request a Rectification Plan in accordance with Clause 11 of the Core Terms (Rectification), and if necessary, escalate the issue in accordance with Clause 12 of the Core Terms (Escalation) until it is resolved and acceptance is granted. Following "Acceptance" being granted, clause 1.7 of this Schedule 03 (Charges) will apply.

1.10. For the avoidance of doubt, the categorisation by the Buyer of a Delivery Stage as "Acceptance without Comment" or "Acceptance with Comment" shall constitute as being accepted and result in confirmation as per 1.7.

1.11. On receipt of such written confirmation from the Buyer that the Delivery Stage has been Delivered as outlined in 1.7 (and 1.8 for Deliverable Phase Number 1a) above, the Supplier may submit a valid invoice in accordance with clause 4 of the Core Terms to the Buyer for the Deliverable Payment amount specified in accordance with paragraph 1.7-1.8, and the Buyer will process that invoice for payment in accordance with clause 4 of the Core Terms.

1.12. The Supplier's invoices must quote the Purchase Order (PO) number, be addressed to the Buyer's address, be for the correct amount, and be sent to: [redacted]

Billable Charges

1.13. The Billable Charges as referenced at 1.2.2 comprise those charges incurred by the Supplier in delivery of the Core Deliverables, and will be billed monthly in arrears as they are incurred. The Supplier will charge these to the Buyer at the cost incurred and not apply any mark-up or other management cost to these Billable Charges.

1.14. The following table details what is classed as a "Billable Charge" and the budget cap for each Billable Charge which may not be exceeded, full details are in Annex 3 to this Schedule 03:

BILLABLE CHARGES		
Ref.	Billable Charge	Budget Cap

		(excluding VAT)
D1	Site Visits	[redacted]
D2	Installation / Testing	
D3	Opening	
D4	Stock Asset & Licensing	
Total of the budget caps for Billable Charges being the "Billable Charges Cap":		

1.15. Each month, the Supplier will submit to the Buyer details of Billable Charges incurred along with Supporting Documentation. Only once the Buyer has Approved such Billable Charges may the Supplier submit a valid invoice for payment in accordance with the Award Form and Clause 4 of the Core Terms.

1.16. The Buyer shall not be liable for any Billable Charges that exceed the Billable Charges Cap. Where the Supplier is booking travel and accommodation, it will comply with paragraph 5 and the Buyer's Travel and Subsistence Policy as outlined in Schedule 31.

1.17. For the avoidance of doubt, the Budget Caps for the Billable Charges are inclusive of all Reimbursable Expenses associated with the Core Deliverables and such expenses shall not be charged in addition to the Billable Charges.

Optional Charges

1.18. The Optional Charges as referenced at 1.2.3 comprise those charges for the Optional Services that may be commissioned by the Buyer via the issuance of an SOW pursuant to the process for SOWs as outlined in Schedule 38 (Statement of Work Commissioning Process).

1.19. The following table details what the Optional Services are (full details of the Optional Services can be found in section 9 of Schedule 02 (Specification) and cost breakdowns in Annex 4 to this Schedule 03), and the maximum budget assigned to each Optional Service:

OPTIONAL CHARGES BUDGET MAXIMUMS		
Ref.	Option	Budget Maximum (excluding VAT)
C1	Façade Content Development & Production	[redacted]
C2	Terrace Experience Development and Production and/or Virtual Reality (VR) Visualiser for Preview of Content	
C3	Landscaping (x1 Activation)	
C4	Refresh for Content during Live-Phase	
C6	Marketing Alignment & Integration	
C7	PR & Promotional Alignment & Integration	

C8	Monitoring & managing of live experience	[redacted]
C9	Legacy Planning	
C10	Virtual Pavilion – Creative Integration & Supply of Assets	
	TOTAL ("Optional Charges Cap"):	

1.20. Where an Optional Service is commissioned under a SOW, the SOW will detail the specific invoicing and payment arrangements agreed for that SOW. The cost of the Optional Service may not exceed the budget maximum for that Optional Charge set out in the table above.

1.21. The Optional Charges (including any Reimbursable Expenses payable in respect of the Optional Services) may not exceed the Optional Charges Cap.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Schedule 5 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA 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 Award Form (which shall be deemed incorporated into the table below).

1.3 Without prejudice to the Buyer's obligation to disclose Information in accordance with FOIA or Clause 20 (When you can share information), the Buyer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

Contract Ref No	Project_3183 (Contract Ref No. to be issued at Contract Award)
Date	17.04.2024
Description of Tenderer's Commercially Sensitive Information	Details of resource day rates, fixed fees and financial information listed within the budget within the following document: UKP25_ICDS_Contract_Production&Software_Rv3_240322
Cross reference(s) to location of sensitive information	Financial day rates for staff are commercially sensitive, as are agreed project fees for third party suppliers.
Explanation of sensitivity	[redacted]
Details of potential harm from disclosure	
Period of confidence	Twelve (12) years following contract expiry

Contact details for Transparency/FOI matters	[redacted]

Schedule 7 (Staff Transfer)

1. Definitions

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

"Admission Agreement" either or both of the CSPS Admission Agreement (as defined in Annex **Error! Reference source not found.**: CSPS) or the LGPS Admission Agreement) as defined in Annex **Error! Reference source not found.**: LGPS), as the context requires;

"Employee Liability" all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;

(b) unfair, wrongful or constructive dismissal compensation;

(c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;

(d) compensation for less favourable treatment of part-time workers or fixed term employees;

(e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer

Date and also including any payments arising in respect of pensions;

(f) claims whether in tort, contract or statute or otherwise;

(g) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Fair Deal Employees" as defined in Part **Error! Reference source not found.**;

"Former Supplier" a supplier supplying the Services to the Buyer before any Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any subcontractor of such supplier (or any subcontractor of any such subcontractor);

"New Fair Deal" the revised Fair Deal position set out in the HM Treasury guidance: *"Fair Deal for staff pensions: staff transfer from central government"* issued in October 2013 including:

(a) any amendments to that document immediately prior to the Relevant Transfer Date;

(b) any similar pension protection in accordance with the Annexes **Error! Reference source not found.**-**Error! Reference source not found.** inclusive to Part **Error! Reference source not found.** of this Schedule as notified to the Supplier by the Buyer;

"Notified Subcontractor" a Subcontractor identified in the Annex to this Schedule to whom Transferring Buyer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;

"Old Fair Deal" HM Treasury Guidance *"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"* issued in June 1999 including the supplementary guidance *"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"* issued in June 2004;

"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 14.4 (When the Buyer can end this contract) or 14.6 (When the Supplier can end the contract);
"Replacement Subcontractor"	a subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any subcontractor of any such subcontractor);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part **Error! Reference source not found.** and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
"Service Transfer"	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
"Staffing Information"	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, all information required in Annex E2 (Table of Staffing Information) in the format specified and with the identities of Data Subjects anonymised where possible. The Buyer may acting reasonably make changes to the format or information requested in Annex E2 from time to time.
"Statutory Schemes"	means the CSPS, NHSPS or LGPS as defined in the Annexes to Part **Error! Reference source not found.** of this Schedule;

"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;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. Interpretation

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

3. Which parts of this Schedule apply

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

3.1 Part C (No Staff Transfer Expected On Operational Services Commencement Date);

3.2 Part E (Staff Transfer on Exit) of this Schedule will always apply to this Contract, including:

3.2.1 Annex E1 (List of Notified Subcontractors);

3.2.2 Annex E2 (Staffing Information).

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

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

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

1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, give notice to the Former Supplier;

1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 15 Working Days of receipt of notice from the Supplier or the Subcontractor, provided always that such steps are in compliance with applicable Law;

1.2.3 if such offer of employment is accepted, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from its employment; and

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

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.5:

(a) the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 provided that the Supplier takes, or shall procure that the Notified Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and

(b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

1.3 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.2 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, (a) comply with such obligations as may be imposed upon it under Law and (b) comply with the provisions of Part **Error! Reference source not found.** (**Error! Reference source not found.**) and its Annexes of this Staff Transfer Schedule.

1.4 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.3, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

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

1.5.1 for 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;

1.5.2 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 Subcontractor; or

1.5.3 any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and

1.6 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 6 Months from the relevant Transfer Date.

1.7 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part **Error! Reference source not found.**: **Error! Reference source not found.** of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier’s obligations

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

otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

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

1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;

1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract; and

1.1.3 the date which is twelve (12) Months before the end of the Term; or

1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any six (6) Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the 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 twenty (20) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor

1.2.1 the Supplier's Final Supplier Staff List, which shall identify the basis upon which they are Transferring Supplier Employees and

1.2.2 the Staffing Information in relation to the 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 Subcontractor.

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

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

1.5.1 not replace or re-deploy any Supplier Staff listed on the 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 they replace

1.5.2 not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Staff (including any payments connected with the termination of employment);

1.5.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;

1.5.4 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the 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 Subcontractor;

1.5.8 give the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor reasonable access to Supplier Staff and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Subcontractor in respect of persons expected to be Transferring Supplier Employees;

1.5.9 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;

1.5.10 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Staff List regardless of when such notice takes effect;

1.5.11 not for a period of twelve (12) Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or

Subcontractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));

1.5.12 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;

1.5.13 fully fund any Broadly Comparable pension schemes set up by the Supplier;

1.5.14 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract (including identification of the Fair Deal Employees);

1.5.15 promptly provide to the Buyer such documents and information mentioned in Paragraph **Error! Reference source not found.** of Part **Error! Reference source not found.**: **Error! Reference source not found.** which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and

1.5.16 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract.

1.6 On or around each anniversary of the Start Date and up to four times during the last twelve (12) Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within twenty (20) Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:

1.6.1 the numbers of Supplier Staff engaged in providing the Services;

1.6.2 the percentage of time spent by each Supplier Staff engaged in providing the Services;

1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part **Error! Reference source not found.**: **Error! Reference source not found.**); and

1.6.4 a description of the nature of the work undertaken by each Supplier Staff by location.

1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees

to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the 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;

1.7.6 a copy of any personnel file and/or any other records regarding the service of the Transferring Supplier Employee;

1.7.7 a complete copy of the information required to meet the minimum recording keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 1998; and

1.7.8 bank/building society account details for payroll purposes.

1.8 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3 the Supplier agrees that following within twenty (20) Working Days of a request from the Authority it shall and shall procure that each Sub-contractor shall use reasonable endeavours to comply with any [reasonable] request to align and assign Supplier Staff to any future delivery model proposed by the Authority for Replacement Services within thirty (30) Working Days or such longer timescale as may be agreed.

1.9 Any changes necessary to this Contract as a result of alignment referred to in Paragraph 1.8 shall be agreed in accordance with the Variation Procedure.

2. Staff Transfer when the contract ends

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

Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee

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

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

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

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

(a) any collective agreement applicable to the Transferring Supplier Employees; and/or

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

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

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

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

(b) in relation to any employee who is not identified in the Supplier's Final Supplier Staff List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date;

2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (but excluding) the Service Transfer Date);

2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of this Contract and/or the Employment Regulations; and

2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

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

2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to their working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or

2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.

2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that their contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations then:

2.5.1 the Replacement Supplier and/or Replacement Subcontractor will, within five (5) Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;

2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within fifteen (15) Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law;

2.5.3 if such offer of employment is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, the Replacement Supplier and/or Replacement Subcontractor shall immediately release the person from its employment or alleged employment;

2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, or the situation has not otherwise been resolved, the Replacement Supplier and/or Replacement Subcontractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Subcontractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.6 The indemnity in Paragraph 2.5 shall not apply to:

2.6.1 any claim for:

(a) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(b) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor; or

2.6.2 any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure.

2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than six (6) Months from the Service Transfer Date.

2.8 If at any point the Replacement Supplier and/or Replacement Subcontract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.

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

2.9.1 the Supplier and/or any Subcontractor; and

2.9.2 the Replacement Supplier and/or the Replacement Subcontractor.

2.10 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.11 Subject to Paragraph 2.12, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:

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

2.11.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:

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

(b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;

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

2.11.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Staff List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;

2.11.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;

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

(a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date; and

(b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier

Staff List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date;

2.11.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List in respect of the period from (and including) the Service Transfer Date; and

2.11.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

2.12 The indemnity in Paragraph 2.11 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the 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).

Annex E1: List of Notified Subcontractors

Annex E2: Staffing Information

EMPLOYEE INFORMATION (ANONYMISED)

Name of Transferor: [**Insert** name of Transferor]

Number of Employees in-scope to transfer: [ ]

{Completion notes

1 If you have any Key Subcontractors, please complete all the above information for any staff employed by such Key Subcontractor(s) in a separate spreadsheet.

2 This spreadsheet is used to collect information from the current employer (transferor) about employees performing the relevant services to help plan for a potential TUPE transfer. Some or all of this information may be disclosed to bidders as part of a procurement process. The information should not reveal the employees' identities.

3 If the information cannot be included on this form, attach the additional information, such as relevant policies, and cross reference to the item number and employee number where appropriate.]

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

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

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

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

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

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

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

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

Schedule 10 (Service Levels)

1. Definitions

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

"Critical Service Level Failure"	has the meaning given to it in the Award Form;
"Service Credits"	any service credits agreed pursuant to a Statement of Work being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels which are stated to be subject to Service Credits;
"Service Credit Cap"	has the meaning given to it in the Award Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	means the service level performance measure set out against the relevant Service Level in Annex A to Part A of this Schedule or as agreed pursuant to a Statement of Work.
"Service Level Threshold"	shall be as set out against the relevant Service Level in Annex A to Part A of this Schedule or as may be agreed pursuant to a Statement of Work.

2. What happens if you don't meet the Service Levels

2.1 The Supplier shall at all times provide the Services to meet or exceed the Service Level Performance Measure for each Service Level.

2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including (where indicated in any Statement of Work) the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.

2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

2.4 To the extent Service Credits are applicable, a Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:

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

2.4.2 the Service Level Failure:

a) exceeds the relevant Service Level Threshold;

b) has arisen due to a Prohibited Act or wilful Default by the Supplier;

c) results in the corruption or loss of any Government Data; and/or

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

2.4.3 the Buyer is also entitled to terminate this Contract or a Statement of Work pursuant to Clause 14.4 of the Core Terms (When the Buyer can end the contract).

2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of a Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date and agreed in any Statement of Work for Optional Services;

2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and

2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue (if applicable); and

3.2 the Buyer shall (subject to the Service Credit Cap, if applicable) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this Paragraph **Error! Not a valid bookmark self-reference.** shall be without prejudice to the right of the Buyer to terminate this Contract and/or a Statement of Work and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

1.1. If the level of performance of the Supplier:

(a) is likely to or fails to meet any Service Level Performance Measure; or

(b) is likely to cause or causes a Critical Service Failure to occur,

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

1.a.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.a.2 instruct the Supplier to comply with the Rectification Plan Process;

1.a.3. if a Service Level Failure has occurred, deduct any applicable Service Level Credits payable by the Supplier to the Buyer; and/or

1.a.4. if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default and the consequences of termination in Clause 14.5.1 shall apply).

2. Service Credits

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

2.2. Service Credits are a reduction of the amounts payable in respect of the Core Deliverables and do not include VAT.

2.3. The Supplier shall set-off the value of any Service Credits against the appropriate invoice. The Supplier and Buyer shall agree the method for the application of Service Credits (if any) in each Statement of Work.

3. Suggested Service Levels Areas for any Optional Service

3.1. When agreeing a Statement of Work for Optional Services through the Statement of Work commissioning process (Schedule 38), the Buyer and Supplier may agree Service Levels in the following areas in each case in relation to the Optional Services being commissioned (this is not an exhaustive list and further areas for measuring may be agreed where appropriate to the Optional Services being commissioned):

3.1.1.1. Meeting Deliverable Phase dates

3.1.1.2. Overall project timeline adherence
3.1.1.3. Communicating deadlines
3.1.1.4. Project supplier collaboration
3.1.1.5. Inter-project milestones creative content review
3.1.1.6. Timeliness of response to Buyer
3.1.1.7. Timeliness of response to Project suppliers
3.1.1.8. Responding to Buyer feedback
3.1.1.9. Resource availability and flexibility

Part B: Performance Monitoring

4. Performance Monitoring and Performance Review

4.1. Within ten (10) Working Days of:

4.1.1. the Start Date, the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of the Service Levels and Social Value KPIs in relation to the Core Deliverables will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible; and

4.1.2. each Statement of Work, the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels and the Social Value KPIs in relation to any Optional Services commissioned, will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

4.2. The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 above which shall contain:

4.2.1. in respect of the Core Deliverables, as a minimum, the following information in respect of the relevant Service Period just ended:

4.2.1.1. for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;

4.2.1.2. a summary of all failures to achieve Service Levels that occurred during that Service Period;

4.2.1.3. details of any Critical Service Level Failures;

4.2.1.4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

4.2.1.5. if applicable, the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate;

4.2.1.6. such other details as the Buyer may reasonably require from time to time; and

4.2.1.7. performance against the Social Value KPI(s) stated in the table at Annex B (Social Value KPI(s)) to Part A.

4.2.2. In respect of any Optional Services, such information as the Parties shall agree in the Statement of Work for those Optional Services.

4.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Contract Management Meetings**") on a Monthly basis. The Contract Management Meetings, as outlined in Schedule 13 – Contract

Management will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports.

4.4. The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and, if applicable, the calculations of the amount of any Service Credits for any specified Service Period.

5. Satisfaction Surveys

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

Part C Delay Payments

1. Completion of Delivery Stages

1.1 For each Deliverable Stage described in the table at clause 1.5 of Annex 1 of the Schedule 3 (Charges), the Supplier shall Deliver all Deliverables for that Deliverable Stage by the Delivery Date for that Delivery Stage (the Delivery Date being stated in the table at 2.2.4 of Schedule 02 (Specification)).

2. What to do if there is a Delay

2.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a delay in the Delivery of a Deliverable Stage by its Delivery Date (a "**Delay**") under this Contract it shall:

2.1.2 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;

2.1.3 include in its notification an explanation of the actual or anticipated impact of the Delay;

2.1.4 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and

2.1.5 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

3. Compensation for a Delay

3.1 If a Delivery Stage has not been Delivered by its Delivery Date, the Supplier shall pay to the Buyer Delay Payments calculated in accordance with paragraph 4, and the following provisions shall apply:

3.1.2 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Deliver the corresponding Deliverable Stage by the applicable Delivery Date;

3.1.3 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Deliver a Delivery Stage by its Delivery Date except where:

3.1.3.1 the Buyer is also entitled to or does terminate this Contract pursuant to Clause 14.4 (When the Buyer can end the contract); or

3.1.3.2 the delay exceeds 10 working days (the "**Delay Period Limit**") commencing on the relevant Delivery Date; or

3.1.3.3 the Delay Payments incurred in respect of all Deliverable Stages exceed an amount equal to 10% of the total Charges (excluding VAT) set out section 22 of the Award Form.

3.1.4 the Delay Payments will accrue on a daily basis from the relevant Delivery Date until the date when the Delivery Stage is Delivered;

3.1.5 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and

3.1.6 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 15 (How much you can be held responsible for).

4. Calculation of Delay Payments

4.1 Where the Supplier fails to Deliver a Deliverable Stage by its Delivery Date, the Buyer may deduct 1% from the applicable Deliverable Payment for each whole day that the Delivery of the Deliverable Stage exceeds the Delivery Date.

4.2 The Buyer shall deduct any Delay Payments incurred under this Part C in respect of a Deliverable Stage from the Deliverable Payment for that Deliverable Stage and shall notify the Supplier of the adjusted Deliverable Payment in accordance with paragraph 1.7 of Annex 1 to Schedule 3 (Charges).

Annex A to Part A – Core Deliverables Service Levels

Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
Production schedule reissuance deadlines	Changes to the productions schedule upon the Buyer or the Supplier's request to be reissued according to updated timings within 48 hours (excludes weekends and bank holidays) of agreement between the Buyer and Supplier	90% of new timelines with agreed changes are issued within 48 hours (excludes weekends and bank holidays) of agreement	N/A	N/A
Communicating Deadlines	Supplier will provide at least 15 Working Days' notice for decisions required, where the project timeline and programme allow, by the Buyer that will impact the project in a significant way (i.e changes to programme, increased costs, increased resource required or decreased resource available for delivery). If the timeline does not allow for 15 Working Days' notice, then the Buyer will give the maximum allowable time for that decision to be made, without the	90% of significant programme cost and delivery changes (i.e., changes to programme, increased costs, increase resource or changed availability) are given at least 15 Working Days' notice.	N/A	N/A

Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
	decision affecting timeline and budget			
Timeliness of response to Buyer	Acknowledgement to Buyer queries within 24 hours of receipt (excludes weekends and bank holidays). (For these purposes, the Supplier will be deemed to have received a query on the same Working Day if the email containing the query is sent during working hours (8am – 6pm) or the next Working Day if the email is sent outside of working hours).	80% of queries from the Buyer are acknowledged within 24 hours of receipt (excludes weekends and bank holidays).	N/A	N/A

Annex B to Part A – Social Value KPIs

No.	Social Value Title	Description of Deliverable	Target	Frequency of Measurement
Social Value KPI1 – Fighting Climate Change	To Be Agreed At first Contract Management Meeting and incorporated in accordance with the Variation Procedure	To Be Agreed At first Contract Management Meeting and incorporated in accordance with the Variation Procedure	To Be Agreed At first Contract Management Meeting and incorporated in accordance with the Variation Procedure	To Be Agreed At first Contract Management Meeting and incorporated in accordance with the Variation Procedure

Schedule 11 (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.

Schedule 13 (Contract Management)

1.1. The Supplier will attend regular Contract Management Meetings with the Buyer, the frequency and structure of which is to be agreed within the first two (2) weeks following the Start Date, and in relation to any Optional Services, in a Statement of Work.

1.2. It is expected that, as a minimum, the Buyer and the Supplier will attend Contract Management Meetings once every Month to review performance and progress against the deliverables, and performance against any Service Levels, KPIs and Social Value KPIs detailed in Schedule 10 (Service Levels). This will be at the Supplier's cost and will not be reimbursed by the Buyer.

1.3. The Supplier is expected to attend any additional Contract Management Meetings as is required by the Buyer at its own cost, however should, over a four (4) week period, the Supplier be requested to attend any Contract Management Meetings more than five (5) times, the Buyer will reimburse the Supplier as a Billable Charge as described in Schedule 3 (Charges), calculated using the day rate, pro-rata for the amount of time spent at the meeting, indicated in the resource profiles in Annex 2 – Confirmed Charges breakdown in Schedule 03 for the relevant resource required to attend such additional Contract Management Meetings. It will not reimburse travel and subsistence costs or expenses in relation to Contract Management Meetings. This paragraph 1.3 applies in respect of both the Core Deliverables and any Optional Services agreed through a Statement of Work.

1.4. In reference to 1.3, this only applies to formal Contract Management Meetings, and not any meetings necessary with stakeholders for the progression of the Deliverables under this Contract, which is already included in the Confirmed Charges for the Core Deliverables and any Charges agreed for Optional Services.

1.5. The Supplier and the Buyer will also agree in the first two (2) weeks following the Start Date, and in relation to any Optional Services agreed in a Statement of Work, the Management Information (MI) to be provided for Contract Management Meetings and associated reporting frequency.

1.6. The Supplier will be responsible for producing the Contract Management Reports and MI for the Contract Management Meetings at no additional cost to the Buyer.

1.7. The Supplier will produce a monthly Contract Management Report to be shared with the Buyer no later than 5 days before the scheduled Contract Management Meeting, which will include the following:

- Progress against contractual Deliverables as described in Schedule 02 (Specification)
- % achievement against the Key Performance Indicators (KPIs) as described in Schedule 10 (Service Levels) (including the Social Value KPIs contained in that Schedule)
- Outstanding project risks that have been identified in the Weekly Tracker Report (See point 3 below).
- Any Early Warning Notices (EWNs) that have been raised over the past month.
- A summary of the charges incurred that month against the agreed Charges for Deliverables as outlined in Schedule 03 (Charges).
- List of meetings the Supplier has attended over the past month in relation to the Contract.
- List of outputs as described in Schedule 02 (Specification) that the Supplier has provided to the Buyer and/or Project Suppliers over the past month.
- A summary of the Charges incurred that month against the agreed Charges for Deliverables that month as outlined in Schedule 03 (Charges).

2. Contract Risk Management

2.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.

2.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

2.2.1 the identification and management of risks;

2.2.2 the identification and management of issues; and

2.2.3 monitoring and controlling project plans.

2.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

2.4 The Supplier will maintain a risk register of the risks relating to the Contract which the Buyer and the Supplier have identified.

3. Weekly Tracker

3.1. The Supplier shall produce and share with the Buyer on a weekly basis, a Weekly Tracker using the Buyer's template which will be shared with the Supplier upon Contract Start Date, to update on progress across the Deliverables by including the following detail:

- An update on the programme timeline
- An update on actions delivered that week
- Progress against the contractual Deliverables as outlined in Schedule 02 (Specification)
- Any emerging project risks
- Any project decisions agreed between the Supplier and Buyer
- An update on invoices issued to the Buyer
- A list of the meetings the Supplier has attended that week

Schedule 14 (Business Continuity and Disaster Recovery)

1. Definitions

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

"BCDR Plan"	has the meaning given to it in Paragraph 2.1 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.2.2 of this Schedule;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.2.3 of this Schedule;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule,

2. BCDR Plan

2.1 At least forty (40) Working Days after the Effective Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Supplier shall follow to:

2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and

2.1.2 the recovery of the Deliverables in the event of a Disaster.

2.2 The BCDR Plan shall be divided into three sections:

2.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;

2.2.2 Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and

2.2.3 Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**).

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

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

3.1 Section 1 of the BCDR Plan shall:

3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;

3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;

3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;

3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;

3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;

3.1.6 contain a risk analysis, including:

(a) failure or disruption scenarios and assessments of likely frequency of occurrence;

(b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;

(c) identification of risks arising from an Insolvency Event of the Supplier, any Key Subcontractors and/or Supplier Group member;

(d) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and

(e) a business impact analysis of different anticipated failures or disruptions;

3.1.7 provide for documentation of processes, including business processes, and procedures;

3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;

3.1.9 identify the procedures for reverting to "normal service";

3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;

3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and

3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.

3.2 The BCDR Plan shall be designed so as to ensure that:

3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;

3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;

3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and

3.2.4 it details a process for the management of disaster recovery testing.

3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.

3.4 The Supplier shall not be entitled to any relief from its obligations under the Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any Default by the Supplier of this Contract.

4. Business Continuity (Section 2)

4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:

4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and

4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.

4.2 The Business Continuity Plan shall:

4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;

4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;

4.2.3 specify any applicable Service Levels with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and

4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:

5.2.1 loss of access to the Buyer Premises;

5.2.2 loss of utilities to the Buyer Premises;

5.2.3 loss of the Supplier's helpdesk or CAFM system;

5.2.4 loss of a Subcontractor;

5.2.5 emergency notification and escalation process;

5.2.6 contact lists;

5.2.7 staff training and awareness;

5.2.8 BCDR Plan testing;

5.2.9 post implementation review process;

5.2.10 any applicable Service Levels with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

6.1 The Supplier shall review the BCDR Plan:

6.1.1 on a regular basis and as a minimum once every six (6) Months;

6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and

6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer’s written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer’s approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the

Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

7.1 The Supplier shall test the BCDR Plan:

7.1.1 regularly and in any event not less than once in every Contract Year;

7.1.2 in the event of any major reconfiguration of the Deliverables;

7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).

7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with

the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.

7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:

7.5.1 the outcome of the test;

7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

7.5.3 the Supplier's proposals for remedying any such failures.

7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

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

9. Circumstances beyond your control

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

Schedule 16 (Security)

Part A: Short Form Security Requirements

1. Definitions

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

"Breach of Security"	the occurrence of: a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, in either case as more particularly set out in the Security Policy where the Buyer has required compliance there with in accordance with Paragraph The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

2. Complying with security requirements and updates to them

2.1 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

2.2 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.

2.3 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

2.4 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.

3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:

3.2.1 is in accordance with the Law and this Contract;

3.2.2 as a minimum demonstrates Good Industry Practice;

3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and

3.2.4 where specified by the Buyer in accordance with Paragraph The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy. complies with the Security Policy and the ICT Policy.

3.3 The references to standards, guidance and policies contained or set out in Paragraph The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which: shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

4.2.1 The Security Management Plan shall:

a) comply with the principles of security set out in Paragraph Security Standards and any other provisions of this Contract relevant to security;

b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;

c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;

f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with the Security Policy as set out in Paragraph The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer it shall also comply with the Security Policy and shall ensure

that the Security Management Plan produced by the Supplier fully complies with the Security Policy. ; and

g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 **Development of the Security Management Plan**

4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph **Amendment of the Security Management Plan**, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph Within twenty (20) Working Days after the Start Date and in accordance with Paragraph **Amendment of the Security Management Plan**, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan., or any subsequent revision to it in accordance with Paragraph **Amendment of the Security Management Plan**, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph If the Security Management Plan submitted to the Buyer in accordance with Paragraph Within twenty (20) Working Days after the Start Date and in accordance with Paragraph **Amendment of the Security Management Plan**, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan., or any subsequent revision to it in accordance with Paragraph **Amendment of the Security Management Plan**, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the

Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.. However, a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph **Content of the Security Management Plan** shall be deemed to be reasonable.

4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph If the Security Management Plan submitted to the Buyer in accordance with Paragraph Within twenty (20) Working Days after the Start Date and in accordance with Paragraph **Amendment of the Security Management Plan**, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan., or any subsequent revision to it in accordance with Paragraph **Amendment of the Security Management Plan**, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure. or of any change to the Security Management Plan in accordance with Paragraph **Amendment of the Security Management Plan** shall not relieve the Supplier of its obligations under this Schedule.

4.4 **Amendment of the Security Management Plan**

4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

a) emerging changes in Good Industry Practice;

b) any change or proposed change to the Deliverables and/or associated processes;

c) where necessary in accordance with Paragraph Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy., any change to the Security Policy;

d) any new perceived or changed security threats; and

e) any reasonable change in requirements requested by the Buyer.

4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include:

a) suggested improvements to the effectiveness of the Security Management Plan;

b) updates to the risk assessments; and

c) suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to Paragraph The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment., any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon

becoming aware of any Breach of Security or any potential or attempted Breach of Security., the Supplier shall:

5.2.1 immediately use all reasonable endeavours (which shall include any action or changes reasonably required by the Buyer) necessary to:

a) minimise the extent of actual or potential harm caused by any Breach of Security;

b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;

c) prevent an equivalent breach in the future exploiting the same cause failure; and

d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with Paragraph The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Schedule 19 (Cyber Essentials Scheme)

1. Definitions

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

"Cyber Essentials Scheme"	the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found at: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview;
"Cyber Essentials Basic Certificate"	the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
"Cyber Essentials Certificate"	Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Award Form;
"Cyber Essential Scheme Data"	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and
"Cyber Essentials Plus Certificate"	the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.

2. What Certification do you need

2.1 Where the Award Form requires that the Supplier provide a Cyber Essentials Certificate by no later than one (1) month after the Start Date of the Contract, the Supplier shall provide a valid Cyber Essentials Certificate to the Buyer. Where the Supplier fails to comply with this Paragraph 2.1 it shall be prohibited from commencing the provision of Deliverables under this Contract until such time as the Supplier has evidenced to the Buyer its compliance with this Paragraph 2.1.

2.2 Where the Supplier continues to Process Cyber Essentials Scheme Data during this Contract Period of this Contract the Supplier shall deliver to the Buyer evidence of renewal of the Cyber Essentials Certificate on each

anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.

2.3 Where the Supplier is due to Process Cyber Essentials Scheme Data the Supplier shall deliver to the Buyer evidence of:

2.3.1 a valid and current Cyber Essentials Certificate before the Supplier Processes any such Cyber Essentials Scheme Data; and

2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Paragraph 2.1.

2.4 In the event that the Supplier fails to comply with Paragraphs 2.2 or 2.3 (as applicable), the Buyer reserves the right to terminate this Contract for Material Default and the consequences of termination in Clause 14.5.1 shall apply.

2.5 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Scheme Data require the Subcontractor to provide a valid Cyber Essentials Certificate, at the equivalent level to that held by the Supplier. The Supplier cannot require the Subcontractor to commence the provision of Deliverables under the Sub-Contract until the Subcontractor has evidenced to the Supplier that is holds a valid Cyber Essentials Certificate.

2.6 The Supplier must manage, and must ensure that all Subcontractors manage, all end-user devices used by the Supplier and the Subcontractor on which Cyber Essentials Scheme Data is processed by ensuring those devices are within the scope of the current Cyber Essentials Certificates held by the Supplier and the Subcontractor, or any ISO/IEC 27001 (at least ISO/IEC 27001:2013) certification issued by a UKAS-approved certification body, where the scope of that certification includes the Deliverables.

2.7 This Schedule shall survive termination or expiry of this Contract.

Schedule 21 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 28 of the Core Terms (Changing the Contract)

Contract Details		
This variation is between:	**[Buyer]** (**"the Buyer"**) And **[insert** name of Supplier] (**"the Supplier"**)	
Contract name:	**[insert** name of contract to be changed] **("the Contract")**	
Contract reference number:	**[insert** contract reference umber]	
Details of Proposed Variation		
Variation initiated by:	[**delete** as applicable: Buyer/Supplier]	
Variation number:	**[insert variation number]**	
Date variation is raised:	**[insert** date]	
Proposed variation	**[insert** changes]	
Reason for the variation:	**[insert** reason]	
An Impact Assessment shall be provided within:	**[insert** number] days	
Impact of Variation		
Likely impact of the proposed variation:	**[Supplier to insert** assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: ● [**Buyer to insert** original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	**£ [insert amount]**
	Additional cost due to variation:	**£ [insert amount]**
	New Contract value:	**£ [insert amount]**

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by the Buyer

2. Words and expressions in this Variation shall have the meanings given to them in the Contract.

3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Buyer

Signature .....

Date .....

Name (in Capitals) .....

Address .....

.....

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature .....

Date .....

Name (in Capitals) .....

Address .....

Schedule 22 (Insurance Requirements)

1. The insurance you need to have

1.1 Without prejudice to its obligations to the Buyer under this Contract, including the indemnity and liability obligations, the Supplier shall for the periods specified in this Schedule 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 date on which the relevant risk commences.

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice and(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;

1.2.2 taken out and maintained with insurers of good financial standing, appropriately regulated and good repute in the international insurance market.

1.3 The Supplier shall ensure that the public and products liability policy contains an indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

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

3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Buyer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and the Buyer shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Buyer, that the Insurances are in force and effect and meet in full the requirements of this Schedule. Receipt of such evidence by the Buyer shall not in itself constitute acceptance by the Buyer or relieve the Supplier of any of its liabilities and obligations under this Contract.

5. Making sure you are insured to the required amount

5.1 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":

5.1.1 if a claim or claims which do not relate to this Contract are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall immediately submit to the Buyer:

(a) details of the policy concerned; and

(b) its proposed solution for maintaining the minimum limit of indemnity specified; and

5.1.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or

claims which do not relate to this Contract are paid by insurers, the Supplier shall:

(a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Contract; or

(b) if the Supplier is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Buyer full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

6. Cancelled Insurance

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

6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Buyer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to

cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims, premiums and deductibles

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or the 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 the Contract or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Buyer) full details of the incident giving rise to the claim.

7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1 Insured

1.1 The Supplier is the insured party (the **Insured**).

2 Interest

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

(a) death or bodily injury to or sickness, illness or disease contracted by any person; and

(b) loss of or damage to physical property;

happening during the period of insurance and arising out of or in connection with the provision of the Deliverables and in connection with this Contract.

3 Limit of indemnity

3.1 Not less than **£5,000,000** in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but £5,000,000 any one occurrence and in the aggregate per annum in respect of products and pollution liability (to the extent insured by the relevant policy).

4 Territorial limits

United Kingdom, Japan, the country the Supplier is based in, the country the Supplier operates in, the country the Supplier provides the services from, the country the Supplier provides the services to and elsewhere in the world in respect of non-manual visits.

5 Period of insurance

5.1 From the date of this Contract for the period of the Contract and renewable on an annual basis unless agreed otherwise by the Buyer in writing.

6 Cover features and extensions

6.1 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 Contract and for which the Supplier is legally liable.

6.2 Legal defence costs

6.3 Data Protection legislation clause

7 Principal exclusions

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.

7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.

7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence.

PART B: UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under applicable Law in full, including, United Kingdom employers' liability insurance and motor third party liability

insurance. Insurances required by law shall be maintained from the date of this Contract for the period of the Contract.

PART C: PROFESSIONAL INDEMNITY INSURANCE

1 Insured

1.1 The Supplier

2 Interest

2.1 To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of any claim or claims first made against the Insured during the Period of Insurance by reason of any act, error and/or omission arising from or in connection with the provision of the Deliverables and in connection with this Contract.

3. **Limit of indemnity**

3.1 Not less than **£2,000,000** in respect of any one claim and in the aggregate per annum.

4. **Territorial limits**

4.1 United Kingdom, Japan, the country the Supplier is based in, the country the Supplier operates in, the country the Supplier provides the services from, the country the Supplier provides the services to and elsewhere in the world in respect of non-manual visits.

5. **Period of insurance**

a. From the date of this Contract for the period of the Contract renewable on an annual basis unless agreed otherwise by the Buyer in writing and a period of 6 years following End Date or earlier termination.

6. **Cover features and extensions**

6.1 In respect of any claims made policy wording retroactive cover from the date of this Contract

7. **Principal exclusions**

    a. War and related perils.

    b. Nuclear and radioactive risks.

    c. Insolvency of the Insured.

    d. Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.

Schedule 25 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Notifiable Default:	***[Guidance: Explain the Notifiable Default, with clear schedule and clause references as appropriate]***		
Deadline for receiving the [Revised] Rectification Plan:	[**add** date (minimum 10 days from request)]		
Signed by Buyer:		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Notifiable Default	[**add** cause]		
Anticipated impact assessment:	[**add** impact]		
Actual effect of Notifiable Default:	[**add** effect]		
Steps to be taken to rectification:	**Steps**	**Timescale**	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[…]	[date]	
Timescale for complete Rectification of Notifiable Default	[X] Working Days		
Steps taken to prevent recurrence of Notifiable Default	**Steps**	**Timescale**	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	

	[…]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan Buyer			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for rejection (if applicable)	[**add** reasons]		
Signed by Buyer		Date:	

Schedule 26 (Sustainability)

1. Definitions

"Waste Hierarchy" means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011:

(a) Prevention;

(b) Preparing for re-use;

(c) Recycling;

(d) Other Recovery; and

(e) Disposal.

Part A

1. Public Sector Equality Duty

1.1 In addition to legal obligations, where the Supplier is providing a Deliverable to which the Public Sector Equality duty applies, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this Contract in a way that seeks to:

1.1.1 eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and

1.1.2 advance:

(a) equality of opportunity; and

(b) good relations,

between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

2. Employment Law

The Supplier must perform its obligations meeting the requirements of all applicable Law regarding employment.

3. Modern Slavery

3.1 The Supplier:

3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identity papers with the employer and shall be free to leave their employer after reasonable notice;

3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;

3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;

3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world;

3.1.6 shall have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;

3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this Contract;

3.1.8 shall prepare and deliver to the Buyer, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with this Paragraph 3;

3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;

3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;

3.1.11 shall report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its Subcontractors to the Buyer and Modern Slavery Helpline and relevant national or local law enforcement agencies;

3.1.12 if the Supplier is in Default under Paragraphs 3.1.1 to 3.1.11 of this Part A of Schedule 26 the Buyer may by notice:

(a) require the Supplier to remove from performance of this Contract any sub-contractor, Supplier Personnel or other persons associated with it whose acts or omissions have caused the Default; or

(b) immediately terminate this Contract and the consequences of termination set out in Clause 14.5.1 of the Core Terms shall apply; and

3.1.13 shall, if the Supplier or the Buyer identifies any occurrence of modern slavery connected to this Contract, comply with any request of the Buyer to follow the Rectification Plan Process to submit a remedial action plan which follows the form set out in Annex D of the Tackling Modern Slavery in Government Supply Chains guidance to PPN 02/23 (Tackling Modern Slavery in Government Supply Chains).

3.2 If the Supplier notifies the Buyer pursuant to Clause 3.1.11 it shall respond promptly to the Buyer's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with this Contract.

3.3 If the Supplier is in Default under Paragraph 3.1 of this Part A of Schedule 26 [Guidance: Include if Optional paragraph **Error! Reference source not found.** of Part B of this Schedule is included or Paragraph **Error! Reference source not found.** of Part B of Schedule 26] the Buyer may by notice:

3.3.1 require the Supplier to remove from performance of this Contract any Sub-Contractor, Supplier Personnel or other persons associated with it whose acts or omissions have caused the Default; or

3.3.2 immediately terminate this Contract and the consequences of termination set out in Clause 14.5.1 of the Core Terms shall apply.

4. Environmental Requirements

4.1 The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.

4.2 In performing its obligations under this Contract, the Supplier shall, where applicable to this Contract, to the reasonable satisfaction of the Buyer:

4.2.1 prioritise waste management in accordance with the Waste Hierarchy as set out in Law;

4.2.2 be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law; and

4.2.3 ensure that it and any third parties used to undertake recycling, disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal.

4.3 In circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency.

4.4 In performing its obligations under this Contract, the Supplier shall to the reasonable satisfaction of the Buyer (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate to the contract in accordance with PPN 06/21),

publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.

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

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

5. Supplier Code of Conduct

5.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf

The Buyer expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

6. Reporting

The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with any of the requirements in Paragraphs 1-5 of this Part A above within fourteen (14) days of such request, [provided that such requests are limited to [two (2)] per requirement per Contract Year].

Part B

1. Equality, Diversity and Inclusion – Further Requirements

1.1 In delivering the Deliverables, the Supplier will comply with the Buyer's equality, diversity and inclusion requirements, to be provided to the Supplier by the Buyer.

1.2 The Supplier shall ensure that it fulfils its obligations under this Contract in a way that does not discriminate against individuals because of socio-economic background, working pattern or having parental or other caring responsibilities.

2. Environmental – Further Requirements

2.1 The Supplier must have a documented management system and controls in place to manage the environmental impacts of delivering the Deliverables.

2.2 The Supplier shall ensure that any Deliverables are designed, sourced and delivered in a manner which is environmentally and socially responsible.

2.3 In delivering the Deliverables, the Supplier must comply with the Buyer's sustainability requirements, to be provided to the Supplier by the Buyer.

2.4 The Supplier warrants that it has obtained relevant Environment Management System (EMS) certified to ISO 14001 or an equivalent

certification from a UKAS accredited body and shall comply with and maintain certification requirements throughout the Term.

2.5 In performing its obligations under this Contract, the Supplier shall to the reasonable satisfaction of the Buyer:

2.5.1 avoid consumable single use items (including packaging) unless otherwise agreed with the Buyer, and unless the use is primarily related to the management of the Supplier's own facilities or internal operations as opposed to the provision of Deliverables;]

2.5.2 demonstrate that the whole life cycle impacts (including end of use) associated with the Deliverables that extend beyond direct operations into that of the supply chain have been considered and reduced;

2.5.3 minimise the consumption of resources and use them efficiently (including water and energy), working towards a circular economy including designing out waste and non-renewable resources, using re-use and closed loop systems;

2.5.4 demonstrate protection of the environment including understanding and reduction of biosecurity risks (which include risks to plant and tree health from harmful pests and diseases), and reducing and eliminating hazardous/harmful substances to the environment and preventing pollution;

2.5.5 enhance the natural environment and connecting communities with the environment;

2.5.6 achieve continuous improvement in environmental (and social) performance and

2.5.7 demonstrate to the Buyer that it has an environmental management system in place that is at least equivalent to the standards required to be certified to ISO 14001].

2.6 The Supplier shall inform the Buyer within one Working Day in the event that a permit, licence or exemption to carry or send waste generated under this Contract is revoked.

3. Further Reporting Requirements

3.1 The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with any of the requirements in Paragraphs 1 and 2 of this Part B above within [thirty (30)] days of such request, provided that such requests are limited to [two] per requirement per Contract Year.

4. Expo Policies – Further Requirements

4.1. The Supplier shall comply with all applicable Expo Policies. The Supplier can register and access these directly from Expo, or the Buyer will provide them as and when applicable.

4.2. The Supplier shall comply with any reasonable request by an Expo Organiser to demonstrate, verify and/or monitor its compliance with any applicable Expo

Policy and shall cooperate with the Expo Organisers in demonstrating, verifying and monitoring its compliance status.

4.3. The Supplier shall allow for an audit to be undertaken by any third-party designated by an Expo Organiser to the extent required by that Expo Organiser.

Part C

1. Social Value

1.1 In line with the Social Value theme for this Contract, which is Fighting Climate Change, the Supplier must champion effective stewardship of the environment by influencing staff, suppliers, customers and communities, through the delivery of the Contract, to support environmental protection and improvement.

1.2 The Supplier shall provide a Social Value Report to the Buyer as outlined in Table A.

Table A: Social Value Report

Required Detail	Frequency
A high-level summary of the Supplier's performance against the Social Value priorities over the relevant period	Quarterly
Performance by the Supplier against each of the Social Value KPIs set out at Table B over the relevant period	To be agreed at first Contract Management Meeting and incorporated through Variation.

Table B: Social Value KPIs

No.	Social Value Title	Description of Deliverable	Target	Frequency of Measurement
Social Value KPI1- Fighting	To be agreed following	To be agreed following	To be agreed following	To be agreed following contract award

Climate Change	contract award	contract award	contract award	

Schedule 27 (Key Subcontractors)

1. Restrictions on certain subcontractors

1.1 The Supplier is entitled to sub-contract its obligations under the Contract to the Key Subcontractors set out in the Award Form.

1.2 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph 1.4. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Award Form. The Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:

1.2.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;

1.2.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

1.2.3 the proposed Key Subcontractor employs unfit persons.

1.3 The Supplier shall provide the Buyer with the following information in respect of the proposed Key Subcontractor:

1.3.1 the proposed Key Subcontractor’s name, registered office and company registration number;

1.3.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;

1.3.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Key Sub-Contract has been agreed on "arm’s-length" terms;

1.3.4 the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Contract Period; and

1.3.5 (where applicable) Credit Rating Threshold (as defined in Schedule 24 (Financial Difficulties)) of the Key Subcontractor.

1.4 If requested by the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.3, the Supplier shall also provide:

1.4.1 a copy of the proposed Key Sub-Contract; and

1.4.2 any further information reasonably requested by the Buyer.

1.5 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:

1.5.1 provisions which will enable the Supplier to discharge its obligations under the Contract;

1.5.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;

1.5.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;

1.5.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer;

1.5.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Contract in respect of:

a) the data protection requirements set out in Clause 18 (Data protection);

b) the FOIA and other access request requirements set out in Clause 20 (When you can share information);

c) the obligation not to embarrass the Buyer or otherwise bring the Buyer into disrepute;

d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and

e) the conduct of audits set out in Clause 6 (Record keeping and reporting);

1.5.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 14.4 (When the Buyer can end this contract) and 14.5 (What happens if the contract ends) of this Contract;

1.5.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer; and

1.5.8 a provision enabling the Supplier, the Buyer or any other person on behalf of the Buyer to step-in on substantially the same terms as are set out in Clause 13 (Step-in rights).

1.6 The Supplier shall not terminate or materially amend the terms of any Key Sub-Contract without the Buyer's prior written consent, which shall not be unreasonably withheld or delayed.

Annex 1

Key Sub-contractor Information Form:

The following are Key Sub-contractors:

Contract Ref No	CR_3457
Key Sub-contractor Name	[redacted]
Registered address of the Key Sub-contractor	
Is the Key Sub-contractor a Small Medium Sized Enterprise (SME)	
Percentage of work that will be delivered by the Key Sub-contractor	
The key Contract Deliverables the Key Sub-contractor will be responsible for	
Any other information	

Schedule 29 (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 ("**Key Staff**").

1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.

1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.

1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:

1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);

1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or

1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.

1.5 The Supplier shall:

1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);

1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;

1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Annex 1- Key Roles

Key Role	Key Staff	Contract Details
Chief Executive Officer/ Chief Creative Officer	[redacted]	Full Time Contract
Managing Director/Project Director/Supplier Authorised Representative	[redacted]	Full Time Contract - Delivery Team
Director of Production/Supplier Contract Manager	[redacted]	Full Time Contract - Delivery Team
Executive Art Director	[redacted]	Full Time Contract - Delivery Team
Supervising Producer	[redacted]	Full Time Contract - Delivery Team
Senior Production Coordinator	[redacted]	Full Time Contract - Delivery Team
Creative Director	[redacted]	Full Time Contract - Delivery Team
Graphic Designer	[redacted]	Full Time Contract - Delivery Team
Technical Director	[redacted]	Full Time Contract - Delivery Team
Technical Coordinator	[redacted]	Full Time Contract - Delivery Team
General Manager/Supplier Compliance Officer	[redacted]	Full Time Contract
Operations Manager/ Supplier Data Protection Officer	[redacted]	Full Time Contract

Schedule 30 (Exit Management)

1. Definitions

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

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;

"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule;
"Virtual Library"	the data repository hosted by the Supplier containing the accurate information about the Contract and the Deliverables in accordance with Paragraph 2.2 of this Schedule.

2. Supplier must always be prepared for contract exit

2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

2.2 During the Contract Period, the Supplier shall within 30 days from the Start Date (or such other period as is specified in the Award Form) create and maintain a Virtual Library containing:

2.2.1 a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and

2.2.2 a configuration database detailing the technical infrastructure, a schedule of the IPRs which the Buyer reasonably requires to benefit from the Deliverables (including who is the owner of such IPRs, the contact details of the owner and whether or not such IPRs are held in escrow), any plans required to be delivered by the Supplier pursuant to Schedule 14 (Business Continuity and Disaster Recovery) or Schedule 24 (Financial Difficulties) and operating procedures through which the Supplier provides the Deliverables,

and the Supplier shall ensure the Virtual Library is structured and maintained in accordance with open standards and the security requirements set out in this Contract and is readily accessible by the Buyer at all times. All information contained in the Virtual Library should be maintained and kept up to date in accordance with the time period set out in the Award Form.

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2.3 Where Schedule 7 (Staff Transfer) applies to this Contract, the Supplier shall add to the Virtual Library a list of Supplier Staff and Staffing Information (as that term is defined in Schedule 7 (Staff Transfer)) in connection with the Deliverables in accordance with the timescales set out in Paragraphs 1.1, 1.2 of Part E of Schedule 7 (Staff Transfer).

2.4 The Supplier shall:

2.4.1 ensure that all Exclusive Assets listed in the Virtual Library are clearly physically identified as such; and

2.4.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

2.5 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").

3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier’s or its Subcontractors’ prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

4.1 The Supplier shall, within two (2) months after the Start Date, deliver to the Buyer a plan which complies with the requirements set out in

Paragraph **Error! Reference source not found.** of this Schedule and is otherwise reasonably satisfactory to the Buyer (the "**Exit Plan**").

4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4.3 The Exit Plan shall set out, as a minimum:

4.3.1 how the Exit Information is obtained;

4.3.2 a mechanism for dealing with partial termination on the assumption that the Supplier will continue to provide the remaining Deliverables under this Contract;

4.3.3 the management structure to be employed during the Termination Assistance Period;

4.3.4 a detailed description of both the transfer and cessation processes, including a timetable;

4.3.5 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;

4.3.6 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;

4.3.7 the scope of Termination Assistance that may be required for the benefit of the Buyer (including which services set out in Annex 1 are applicable);

4.3.8 how Termination Assistance will be provided, including a timetable and critical issues for providing Termination Assistance;

4.3.9 any charges that would be payable for the provision of Termination Assistance (calculated in accordance with Paragraph 4.4 below) together with a capped estimate of such charges;

4.3.10 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;

4.3.11 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;

4.3.12 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;

4.3.13 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;

4.3.14 proposals for the disposal of any redundant Deliverables and materials;

4.3.15 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and

4.3.16 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

4.4 Any charges payable as a result of the Supplier providing Termination Assistance shall be calculated and charged in accordance with Schedule 3 (*Charges).* The Supplier shall be entitled to increase or vary the Charges only if it can demonstrate in the Exit Plan that the provision of Termination Assistance requires additional resources and, in any event, any change to the Charges resulting from the provisions of Termination Assistance will be strictly proportionate to the level of resources required for the provision of the Termination Assistance Services.

4.5 The Supplier shall:

4.5.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:

a) every twelve (12) months throughout the Contract Period;

b) in respect of Work Package (B), after the agreement of each Statement of Work;

c) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;

d) 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;

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

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

4.6 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

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

5. Termination Assistance

5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a **"Termination Assistance Notice"**) at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any

event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

5.1.1 the nature of the Termination Assistance required; and

5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

5.2.1 no such extension shall extend the Termination Assistance Period beyond the date eighteen (18) Months after the End Date; and

5.2.2 the Buyer shall notify the Supplier of any such extension by serving not less than twenty (20) Working Days' written notice upon the Supplier.

5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

6.1 Throughout the Termination Assistance Period the Supplier shall:

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

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

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

6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Service Levels, the

provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;

6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date contents of the Virtual Library to the Buyer; and

6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

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

7. Obligations when the contract is terminated

7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

7.2.1 cease to use the Government Data;

7.2.2 vacate any Buyer Premises;

7.2.3 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

7.2.4 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and

b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 Upon partial termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not

adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Assistance or for statutory compliance purposes.

7.4 Except where this Contract provides otherwise, all licences, leases 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.

8. Assets, Sub-contracts and Software

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date contents of the Virtual Library provided by the Supplier, the Buyer shall notify the Supplier setting out:

8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

8.2.2 which, if any, of:

a) the Exclusive Assets that are not Transferable Assets; and

b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services. Where requested by the Supplier, the Buyer and/or its Replacement Supplier shall discuss in good faith with the Supplier

which Transferable Contracts are used by the Supplier in matters unconnected to the Services or Replacement Services.

8.3 At least 30 days prior to termination or expiry or the end of the Termination Assistance Period:

8.3.1 the Supplier must provide the Buyer with a YouTube compatible format for every animated asset produced under this Contract. The Supplier shall ensure that each asset is formatted and optimised for upload and playback on the YouTube platform, meeting relevant YouTube technical specifications and quality standards.

8.3.2 the Supplier shall deliver to the Buyer all raw files associated with the produced content, including but not limited to, source video files, graphics, animations, and other relevant assets. The Supplier must organise and provide these raw files in a manner that facilitates future access and use by the Buyer.

8.3.3 the Supplier shall grant the Buyer unrestricted access to all file types associated with the produced content. This includes providing access to editable source files, project files, and any proprietary software or tools necessary for legacy content maintenance and reconstitution. The Supplier must ensure that the Buyer possesses the necessary licences or permissions to utilise and modify these files as desired.

8.4 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

8.5 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

8.6 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

8.6.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

8.6.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

8.7 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

8.8 The Buyer shall:

8.8.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

8.8.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

8.9 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

8.10 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.7 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 23 (Other people's rights in this contract) shall not apply to this Paragraph 8.10 which is intended to be enforceable by third party beneficiaries by virtue of the CRTPA.

9. No charges

9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

ANNEX 1: SCOPE OF TERMINATION ASSISTANCE

1.1 The Buyer may specify that any of the following services will be provided by the Supplier as part of its Termination Assistance:

1.1.1 notifying the Subcontractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;

1.1.2 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Buyer and/or the Replacement Supplier after the end of the Termination Assistance Period;

1.1.3 providing details of work volumes and staffing requirements over the 12 Months immediately prior to the commencement of Termination Assistance;

1.1.4 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Deliverables and re-writing and implementing these during and for a period of 12 Months after the Termination Assistance Period;

1.1.5 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Deliverables and re-writing and implementing these such that they are appropriate for the continuation of provision of the Deliverables after the Termination Assistance Period;

1.1.6 agreeing with the Buyer an effective communication strategy and joint communications plan which sets out the implications for Supplier Staff, Buyer staff, customers and key stakeholders;

1.1.7 agreeing with the Buyer a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;

1.1.8 providing an information pack listing and describing the Deliverables for use by the Buyer in the procurement of the Replacement Deliverables;

1.1.9 answering all reasonable questions from the Buyer and/or the Replacement Supplier regarding the Deliverables;

1.1.10 agreeing with the Buyer and/or the Replacement Supplier a plan for the migration of the Government Data to the Buyer and/or the Replacement Supplier;

1.1.11 providing access to the Buyer and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding 6 Months afterwards for the purpose of the smooth

transfer of the provision of the Deliverables to the Buyer and/or the Replacement Supplier:

a) to information and documentation relating to the Deliverables that is in the possession or control of the Supplier or its Subcontractors (and the Supplier agrees and will procure that its Subcontractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and

b) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Staff who have been involved in the provision or management of the provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors, including those employees filling the relevant Key Staff positions and Key Staff with specific knowledge in respect of the Exit Plan;

1.1.12 knowledge transfer services, including:

a) making available to the Buyer and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff at the time of termination or expiry as are nominated by the Buyer and/or the Replacement Supplier (acting reasonably);

b) transferring all training material and providing appropriate training to those Buyer and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Deliverables;

c) providing as early as possible for transfer to the Buyer and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Deliverables which may, as appropriate, include information, records and documents;

d) providing the Supplier and/or the Replacement Supplier with access to sufficient numbers of the members of the Supplier Staff or Subcontractors' personnel of suitable experience and skill and as have been involved in the design, development, provision or management of provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors; and

e) allowing the Buyer and/or the Replacement Supplier to work alongside and observe the performance of the Services by the Supplier at its Sites used to fulfil the Services (subject to compliance by the Buyer and the Replacement Supplier with any applicable security and/or health and safety restrictions,

and any such person who is provided with knowledge transfer services will signa confidentiality undertaking in

favour of the Supplier (in such form as the Supplier shall reasonably require)).

1.2 The Supplier will:

1.2.1 provide a documented plan relating to the training matters referred to in Paragraph 1.1.12 for agreement by the Buyer at the time of termination or expiry of this Contract; and

1.2.2 co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1.7, providing skills and expertise of a suitable standard.

1.3 To facilitate the transfer of knowledge from the Supplier to the Buyer and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services to the operations staff of the Buyer and/or the Replacement Supplier.

1.4 The information which the Supplier will provide to the Buyer and/or the Replacement Supplier pursuant to Paragraph 1.1.11 shall include:

1.4.1 copies of up-to-date procedures and operations manuals;

1.4.2 product information;

1.4.3 agreements with third party suppliers of goods and services which are to be transferred to the Buyer and/or the Replacement Supplier; and

1.4.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Buyer pursuant to this Schedule,

and such information shall be updated by the Supplier at the end of the Termination Assistance Period.

1.5 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and suppliers) of the Replacement Supplier and/or the Buyer access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:

1.5.1 any such agent or personnel (including employees, consultants and suppliers) having such access to any Sites shall:

a) sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and

b) during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Buyer deems reasonable; and

1.5.2 the Buyer and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.

SCHEDULE 31- Travel and Subsistence

Department for Business and Trade – Travel and Subsistence Expenses Policy

1. Purpose

1.1 The nature of the Department for Business and Trade (DBT's) business means that Suppliers may have to travel both in the UK (United Kingdom) and overseas and this manual provides details of the principles, rules and procedures relating to travel and expenses.

1.2 The policy contained in this Schedule will only apply to where the Supplier is claiming travel and subsistence expenses in relation to the delivery of (1) the Core Deliverables and /or (2) Optional Services as and when a Statement of Work (SOW) is agreed for such, in accordance with Schedule 3 (Charges). The Supplier shall not exceed the budgets stated in Annex 3 (Billables Charges Breakdown) of Schedule 03 (Charges) without the prior written consent of the Buyer in relation to travel and subsistence in respect of Core Deliverables. Additional budgets for travel may be agreed when commissioning an SOW (Schedule 38) for Optional Services, the costs of which will need to be considered within the agreed budget for the particular SOW for the Optional Services being agreed.

1.3 Suppliers can only claim for official travel. Official travel includes official visits and meetings away from the Supplier's permanent work location to consult with stakeholders for the delivery of (1) the Core Deliverables and /or (2) Optional Services as and when agreed in a Statement of Work for such Optional Services, including travelling to the Expo site and/or meeting with other suppliers contracted by the Buyer. Subsistence expenses can only be claimed in relation to official travel.

1.4 In respect of paragraph 1.3 of this Schedule 31, Suppliers must comply with this policy when purchasing travel and/or related subsistence services.

1.5 Any official travel that the Supplier may claim for in accordance with this Schedule **must not** include travel between a Supplier's (or any Subcontractors) home and normal place of work; return journeys home at weekends during a continuous business location; or a journey to a business location where the journey broadly follows the same route as the journey to their normal place of work.

Supporting Evidence

1.6 All expenses must be supported by receipts/proof of purchase. Scanned or electronic receipts/proof of payment should accompany all claims. Hard copies should be retained and may need to be produced at DBT's request.

Expense Limits

1.7 Claims should be made on the basis of actual receipted costs, subject to the limits set for certain categories of expense. The expense limits outlined in this expenses policy are established to help maintain efficient cost controls. It is crucial that Suppliers adhere to the limits specified.

1.8 Expenses should be in addition to those that would have been incurred at the Supplier's trading address or through the ordinary operation of their business.

Foreign Currency

1.9 The exchange rate for translating foreign currency transactions should be at the prevailing rate shown on the currency exchange receipt or the bank/credit card rate of exchange shown in statements.

VAT

1.10 All expenses should be charged to the Department at the cost to the Supplier, after any recovery of VAT, and VAT may only be charged by VAT registered Suppliers.

Expense Pre-Approval

1.11 All claims require prior written pre-approval from the DBT Contract Manager using the Pre-Expense Authorisation Form at Annex A.

1.12 Where specific costs cannot be provided, estimates are acceptable (where actual receipted costs exceed estimated costs retrospective approval must be sought from the DBT Contract Manager prior to submitting a claim).

1.13 Travel must not be reserved or purchased without the DBT Contract Manager's pre-approval in writing as this will be required for all reimbursements.

1.14 If for any reason travel bookings must be cancelled or amended, approval should be sought from the relevant DBT Contract Manager before doing so. DBT is not liable for costs incurred for any non-approved travel or cancellations/amended travel booked in error.

1.15 If a Supplier plans to spend personal time at the beginning or end of a business trip, the DBT Contract Manager must be informed. All additional costs (travel, accommodation, subsistence) must be covered by the Supplier. The DBT Contract Manager will provide specific details on how to claim incurred expenses.

Does this change contractual entitlements?

1.16 Nothing in this guidance removes or replaces the terms & conditions of the Contract.

2. Scope

2.1 This applies to all DBT Suppliers, to help inform acceptable reimbursement for UK and overseas expenses incurred in delivering the Contract.

3. Definitions

Term	Definition
DBT Contract Manager	A DBT representative that has been appointed as the Contract Manager for the Contract in place with the Supplier.
DBT Supplier/Supplier	The organisation that is contracted with DBT.

4. Policy Statement

4.1 Ensure that you have read the roles and responsibilities for this policy as set out in section 5.

Claiming Reimbursement:

4.2 Expenses will only be reimbursed if they:

- Are submitted on a valid, undisputed invoice supported by a fully completed expense claim form;
- Are supported by original receipts/proof of purchase. Scanned or electronic receipts should accompany all claims. Proof of purchase must be retained for three (3) years following contract expiry.
- Are pre-authorised by the DBT Contract Manager.
- Provide full details supporting the expense claim; and
- Are claimed in line with this policy.

4.3 In exceptional circumstances, DBT may consider reimbursing minor claims for travel without a receipt, for example where a pre-paid Oyster card is used or where tickets are retained as you pass through a ticket barrier. In such circumstances the Supplier will need to detail on the expenses claim form the reason why a receipt is not available.

4.4 It is DBT's preference that public transport is utilised where possible in the first instance. If public transport is unavailable or its use is not practicable (such as needing to carry bulky documents or as a result of a disability or medical grounds) then Suppliers may travel by alternative means. The Supplier must have DBT Contract Manager approval for use of non-public transport. Suppliers must not derive a benefit by transacting the points or other rewards from loyalty schemes (e.g., air miles) during contract delivery activities paid for by the UK taxpayer.

4.5 It is expected that Suppliers make early bookings, where possible, booking well in advance to minimise costs, take advantage of discounts where they are available, and reserve fixed prices, unless there is a high probability that the schedule will change - as they are more likely to provide a better deal.

Air Travel

4.6 Suppliers are expected to book the lowest logical fare available.

4.7 Suppliers must obtain three quotes for all air travel to show bookings are made using the most economical option. Quotes should be submitted by screenshot included in the email seeking pre-authorisation (hyperlinks should not be provided because costs can change as the webpage they link to is refreshed).

4.8 If a Supplier plans to spend personal time at the beginning or end of a business trip, they must inform the DBT Contract Manager. Additional costs must be covered by the Supplier if earlier or later return flights are more expensive than flights that would have been taken purely for the purposes of the business trip. Screenshots of the flights should be provided to evidence that the alternative flights/transport are not more expensive.

4.9 The following limits on the class of travel permitted are as follows

Flying Time (per flight)	**Class of Travel**
Up to 5 hours	All journeys at public expense: Economy
Over 5 hours	All journeys at public expense: Economy (but see below*)
Over 10 hours	All journeys at public expense: Business (subject to prior agreement with DBT Contract Manager)

* Subject to the authority of the DBT Director for the relevant business area, the next higher class (but not first class) may be used:

- where strict application of the class-of-travel rules would not be cost effective.
- for short duty visits out and back in a working day – not applicable where there has been an overnight stay.
- when bookings are not available in the lower class and the timing or date of the journey cannot be changed.
- if the interim contractor will be required to work immediately on arrival.
- on disability/medical grounds recognised by DBT HR (Human Resources).

4.10 All flights must be booked at set dates, no open return tickets may be booked.

4.11 Air travel should not normally be used within the UK, although there is an exception for travel to/from Scotland and Northern Ireland. Air travel in the UK must be by economy class.

4.12 Please have consideration to the carbon footprint of flights and the Department's requirements to meet Greening Government Commitments. Domestic flights should only be taken when they are more economical than rail.

Rail Travel

4.13 For rail travel (including Eurostar) the Supplier should travel standard class unless for example they have a disability or health condition that would make this unreasonable.

Sea Travel

4.14 If booking ferry tickets, the Supplier must book directly with the ferry company. The Supplier is entitled to occupy a standard single-berth cabin when it is necessary to travel overnight.

Hotel Booking

4.15 Whenever it is necessary to stay away overnight on business, reasonable hotel accommodation costs can be claimed with a valid receipt up to £85 (including VAT) in the UK and £135 (including VAT) in London.

4.16 In room movies, mini-bars or gym fees may not be claimed. The use of expensive hotel room telephones should be avoided.

4.17 If staying at a conference venue, a hotel recommended by the conference organisers or for convenience, it is the Supplier's responsibility to ensure that there is pre-approval for any excess over the threshold costs. This must be approved in advance of booking and pre-authorisation received from the DBT Contract Manager.

4.18 All travel and hotel bookings must be signed off by the DBT Contract Manager prior to booking any travel abroad or within the UK. Email approval is sufficient.

4.19 A link to the overseas rates for hotels (which must not be exceeded) is below:

https://www.gov.uk/guidance/expenses-rates-for-employees-travelling-outside-the-uk

Taxis

4.20 Use of taxis is expected only where there is a clear value for money or business justification, agreed in advance with the DBT Contract Manager wherever possible; unless a Supplier has a temporary or permanent disability and has been advised that taking a taxi is a 'reasonable adjustment' or for safety and security reasons.

4.21 Some examples where taxi travel might be considered **appropriate** include:

- there were no other reasonable public transport options (for example: travel to a location not served by a bus or train route)
- it was the most cost-effective way of undertaking the journey – for instance you shared the taxi with colleagues, and this made it cheaper than other public transport options
- for personal safety reasons

4.22 Examples of scenarios where it might be considered **inappropriate** to take a taxi include:

- There were cheaper public transport options which incurred only a modest additional travel time

- Public transport involved changing mode of transport (for example, a train and a bus)
- Failure to leave sufficient time to make the journey by foot or public transport

4.23 It is expected that public transport will be used for travel within London and the use of taxis should only be undertaken by exception

4.24 The principles set out for UK travel equally apply for taxi travel overseas.

Private & Hire Vehicles

4.25 Suppliers are expected to use public transport where this is reasonable and should only use a car where a business need has been agreed in advance by the appropriate DBT manager or where a member of staff has a temporary or permanent disability.

4.26 When using a self-drive vehicle on duty travel Suppliers should aim to take the shortest and most direct route.

4.27 Hire vehicles can be claimed on actual costs.

4.28 Suppliers may claim a mileage allowance for their privately owned car. This allowance is designed to cover the costs of fuel, maintenance, insurance for business use, and wear and tear. In some locations mileage rates are limited by the tax authorities. Motor insurance must cover business use.

4.29 Current mileage allowance by private car is 45p for 1st 10,000 miles and 25p for any further mileage in tax year. VAT petrol receipts must be provided.

Meal Allowances

4.30 There is no daily allowance for meals or subsistence.

4.31 For UK travel meal expenses will be reimbursed on an actual receipted basis, not to exceed £35 per day (24hr period).

4.32 As a general rule the following limits against receipts should be applied:

- **£7 for breakfast** (if not included in the room rate). There is no limit for breakfast if included in room rate provided it does not exceed the hotel rate.
- **£8 for a lunch** if traveling on business away from a permanent workplace for more than 8 hours during normal working hours and it is in addition to usual spend*.

  *For example, unless costs exceed usual lunch spend, these must not be claimed.
- **£20 for an evening meal**

4.33 For international travel meal expenses will be reimbursed on an actual basis, not exceeding the limits set out at the following link:

https://www.gov.uk/guidance/expenses-rates-for-employees-travelling-outside-the-uk

4.34 Receipts/proof of purchase to support claims must be provided.

4.35 Alcohol cannot be claimed.

Insurance

4.36 Suppliers must arrange and pay for their own travel insurance. If travelling to a high-risk country or region, Suppliers should notify the relevant DBT manager. Travel insurance cannot be reclaimed as an expense item.

Passports

4.37 It is the Supplier's responsibility to ensure that they have an up-to-date passport with a minimum of six months left until the expiry date for any overseas travel. New or replacement passports cannot be claimed at DBT expense.

Visas

4.38 It is the Supplier's responsibility to check whether the country to be visited requires a visa and obtain one if necessary. Visas can be claimed at DBT's expense, except for additional costs which are a result of the Supplier's failure, for example, where the Supplier fails to apply for a visa following routine processing times (i.e., requesting a visa at short notice). It is the responsibility of the Supplier to ensure they have sufficient pages in their passport to ensure the entry and exit stamp may be placed in their passport. DBT are not liable for costs incurred in the event the Supplier is not allowed entry. The Supplier will be responsible for all expenses attributed to short notice/urgent applications that could have reasonably been avoided.

Vaccinations

4.39 It is the Supplier's responsibility to check whether specific health precautions must be taken for overseas travel. Suppliers may claim for any vaccinations required as a result of overseas travel in accordance with the NHS Fit for Travel Guidance.

Non-Reimbursable Expenses

4.40 Expenses may not be reimbursed unless they are specified in this document. Expenses which fall outside the areas above will not be reimbursed. If the Supplier is found to be invoicing for an expense that is not pre-authorised in accordance with this policy, the invoice will be rejected.

4.41 Non-reimbursable expenses include but are not limited to any claim for:

- A daily allowance - please claim for meals on a receipt basis (capped at £35 in the UK and as per the Worldwide Subsistence Rate Guide)
- Business expenses that relate to fees, taxes, insurances etc. incurred as part of the Supplier's own operating costs of being a limited company
- Office supplies, e.g., stationery or postage.
- Office hardware, e.g., chair or printer.
- Home broadband or a proportion of it.
- Travel Insurance.
- Alcoholic drinks purchased as part of a subsistence claim.
- Fines relating to private or hire vehicle use (parking, speeding or otherwise).

- Early start meals without an overnight accommodation stay.
- Late finish meals without an overnight accommodation stay.
- Entertaining Civil Servants or other public sector representatives whether based in the UK or abroad.
- Expenses on behalf of any DBT Staff or other interim contractors.
- Where relevant, claims for a Supplier's travel expenses between their home and their designated place of work within their contract (DPOW). (If a journey is in whole or in part substantially the same as the commute to the DPOW; expenses may only be claimed for costs over and above the normal commuting cost).

Covid-19

4.42 Supplier staff required to travel internationally as part of the direct performance of the Contract may claim COVID-19 expenses directly attributable to that travel. Claimable costs must align to the COVID-19 related laws and guidance in the country or countries that the Supplier is travelling to and from at the time of travel

- Claimable personnel costs will be limited to normal work hours per day (including any overtime) and will not include non-working days such as weekends and public holidays.
- Costs cannot be claimed where Supplier staff can be functional for their business whilst in quarantine, i.e., where they can 'work from home' in quarantine, for that Supplier or for the DBT service contract.
- Costs may be claimed where the Supplier staff travelling across international borders have incurred costs for COVID-19 tests. This is only payable where an NHS Test is not available, and up to a maximum of £250 per individual.
- Costs can be claimed where Supplier staff travelling across international borders to the UK have been required to enter 'hotel quarantine'. This is only payable where the additional points outlined in this policy are met, and up to a maximum total cost of £1750 per adult per room. Testing costs are included in this expense, and so costs cannot be claimed for both point c. and point d. separately. (These costs also vary where adults share the same room - see Hotel quarantine government guidance for further details).
- Any payments made are not considered relief and are applied through the Contract using agreed or available rates and must be agreed in advance in writing by the DBT Contract Manager.

5. Roles and responsibilities

5.1 DBT Contract Manager

- Monitor the Supplier's expenditure in respect of travel and subsistence claims.
- Approval of the pre-expense authorisation form within 5 days of Supplier's request.

5.2 Supplier

- Must read and understand this policy, adhering to the limits specified.
- Is responsible for ensuring an accurately completed pre-expense authorisation form is sent to the DBT Contract Manager, allowing 5 days for turnaround by the Contract Manager.
- Is responsible for ensuring all invoices pertaining to travel and subsistence expenses are accompanied by a fully completed expense claim form and accompanied by all supporting evidence required by this policy.
- Must make early bookings where possible to ensure a better deal is sought.

6. Training

6.1 There is no training required to understand this policy.

7. Communication and Implementation

7.1 This policy will be communicated to

7.1.1 all DBT Contract Managers via the DBT Contract Management Forum, Teams channel and email.

7.1.2 DBT Commercial team via the quarterly release update

7.2 Where relevant to a contract, the Supplier will be made aware of the policy by the Contract Manager.

7.3 This policy will be embedded into the Contract.

8. Monitoring

8.1 There will be no formal monitoring of this policy.

9. Review

9.1 This policy will be reviewed on an annual basis, to ensure alignment with DBT internal policies and processes.

9.2 DBT Suppliers should be aware that this policy is subject to change during the term of the Contract, so should check with the relevant DBT Contract Manager for an up-to-date version.

Annex A – Pre-Expense Authorisation Process

1. Complete the Pre-Expense Authorisation Form

DIT Pre Expense Authorisation Form - (

2. Include estimates of costs to be incurred including, screen shots detailing 3 quotes for international travel (hyperlinks should not be provided because costs can change as the webpage they link to is refreshed).

3. Send the form to the DBT Contract Manager requesting signed approval and return in PDF format.

4. Once approval has been received, proceed with the reservation/purchase.

5. When submitting a claim, the approval must be attached. Where actual receipted costs exceed estimated costs retrospective approval must be sought from the DBT Contract Manager prior to submitting a claim.

   - **Please allow 5 days for turnaround of the expense pre-authorisation.**

Schedule 38 – Statement of Work Commissioning Process

1. Introduction

1.1. This Statement of Work Schedule sets out the process by which the Buyer may commission in its sole discretion, any Optional Services.

1.2. The Buyer may choose to commission any Optional Services at any time during the Contract Period. For the avoidance of doubt, if the Buyer only chooses to commission the Optional Services on completion of the Core Deliverables, the Buyer is not obliged to commission any Optional Services immediately on completion of the Core Deliverables and the Contract will continue in full force and effect during any such interim period between the completion of the Core Deliverables and the commissioning of any Optional Services.

1.3. The Buyer has indicated budgets for the Optional Services in Annex 1 of Schedule 03 (Charges), the Supplier will work within these budgets unless otherwise agreed with the Buyer.

2. Statement(s) of Works

2.1. The Optional Services are as set out in the table at paragraph 10.3 of Schedule 2 (Specification) and these shall be refined, priced, and delivered using a Statement(s) of Work.

2.2. If the Buyer chooses in its sole discretion to commission any of the Optional Services, the Buyer will commission those Optional Services in accordance with the commissioning process outlined in section 3 below and by using a Statement of Work

2.3. The Supplier will engage with all aspects of the commissioning process and comply with all stipulated timelines set by, and information requests sent by, the Buyer during this process.

2.4. The Buyer may choose in its sole discretion to commission all Optional Services at once in a single Statement of Work, or in stages across multiple Statements of Work. This will be dependent on the information the Buyer has at the time.

2.5. Any Statement of Work must be agreed in writing and based on the form set out in Annex A (Statement of Work Template) to this Schedule. Once both Parties have signed a Statement of Work, it shall form part of this Contract.

2.6. Any schedule attached to a Statement of Work will describe in detail the Deliverables to be provided under that Statement of Work. A schedule attached to a Statement of Work only applies to the relevant project to be delivered under that Statement of Work and not to any other Statement of Work or to the provision of the Services as a whole.

2.7. Notwithstanding the above, where a Statement of Work would result in a variation to the Contract, an increase in the Charges agreed under this Contract or a change in the economic balance between the Parties to the detriment of the Buyer that is not provided for in this Contract, the relevant term(s) shall be dealt with as a proposed Variation to this Contract in accordance with the Variation Procedure.

3. Commissioning Process

3.1. Any Optional Services may be commissioned by the Buyer in its sole discretion in accordance with the process below:

3.1.1. The Buyer will notify the Supplier in writing that it would like to commission Optional Services, and it will send the Supplier a Statement of Work using the template contained at Annex A to this Schedule (Statement of Work Template) that includes the following:

3.1.1.1. the refined Optional Services that it requires to be delivered under that Statement of Work;
3.1.1.2. the start date and end date for the Statement of Work and any key dates for delivery for those Optional Services;
3.1.1.3. the Charges applicable to those Optional Services;
3.1.1.4. the invoicing arrangements agreed in respect of those Optional Services pursuant to the Award Form;
3.1.1.5. any Service Levels, Service Level Performance Measures, Service Level Thresholds and Service Credits that apply to those Optional Services and what constitutes a Critical Service Level Failure and a Service Period in respect of those Optional Services pursuant to the Award Form and Schedule 10 (Service Levels);
3.1.1.6. any refined contract management requirements in respect of those Optional Services pursuant to Schedule 13 (Contract Management); and
3.1.1.7. the applicable notice period under Clause 14.3.2 of the Core Terms for terminating the Statement of Work without a reason.

3.1.2. The Supplier will confirm receipt of the Statement of Work delivered pursuant to paragraph 3.1.1 above within twenty-four (24) hours of its receipt.

3.1.3. Within five (5) Working Days of receipt, the Supplier will submit a preliminary pricing schedule to the Buyer containing the Optional Charges or the use of the Contingency Budget for the Optional Services set out in the Statement of Work. The Supplier shall calculate the Optional Charges or the use of the Contingency Budget in accordance with the requirements of Annex 1 of Schedule 3 (Charges).

3.1.4. The Buyer will arrange a meeting with the Supplier to agree the Statement of Work provided by the Buyer pursuant to paragraph 3.1.1 above and the pricing schedule submitted by the Supplier pursuant to

paragraph 3.1.3. Attendance at the meeting will be at the Supplier's cost and will not be reimbursed. The meeting can be in-person, virtual, or hybrid.

3.1.5. Following the meeting referred to in paragraph 3.1.4, the Buyer will issue a final form Statement of Work to the Supplier. the Supplier will submit a final form pricing schedule to the Buyer within forty-eight (48) hours of being sent the final Statement of Work.

3.1.6. If the Buyer is satisfied with the final form pricing schedule provided pursuant to paragraph 3.1.5 above, it will issue an agreed Statement of Work attaching the final form pricing schedule for signature by both Parties.

3.1.7. If the Buyer is not satisfied with the final form pricing schedule provided pursuant to paragraph 3.1.5, both it and the Supplier will repeat the process as outlined in 3.1.3 to 3.1.6until agreement is reached.

3.1.8. In the event agreement cannot be reached after the process outlined in 3.1.3 to 3.1.6 has been repeated at least twice, the Buyer reserves the right to procure the Optional Services that are subject to that Statement of Work from a third party supplier The Supplier must, if requested by the Buyer and at no cost to the Buyer, co-operate fully in the re-procurement of these Optional Services to the third party supplier.

3.1.9. If the Buyer decides not to commission any of the Optional Services during the Contract Period or if agreement cannot be reached between the Parties pursuant to this section 3, the Buyer will not be liable to pay the Supplier any costs associated with those Optional Services, nor for any perceived loss of opportunity by the Supplier in relation to those Optional Services.

3.1.10. Either Party can request a Variation to the Statement of Work in accordance with the Variation Procedure in Clause 28 of the Core Terms.

Annex A – Statement of Work Template

Upon execution, this Statement of Work (SOW) form is issued under and in accordance with this Contract, entered into between the Parties.

The Parties will execute a SOW for each set of Optional Services required by the Buyer. Any Optional Services required are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All Operational Services commissioned under a SOW must fall within the scope of Schedule 02 (Specification) and provisions of the Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Contract, unless otherwise agreed by both Parties in writing.

STATEMENT OF WORK (SOW)	
SOW No.:	[xxx]
SOW Date:	[DD/MM/YYYY]
SOW TITLE:	[INSERT TITLE SPECIFIC TO SOW]
Contract:	UK Pavilion at Expo 2025 Osaka – Content Production and Associated Services (CPAS)
Buyer:	Secretary of State for Business and Trade
Buyer Authorised Representative	[INSERT NAME]
Supplier:	Immersive International Limited
Supplier Authorised Representative:	[INSERT NAME]
SOW Start date:	[DD/MM/YYYY]
SOW End date:	[DD/MM/YYYY]

The Buyer and the Supplier agree the following Deliverables and specific delivery dates in relation to these Deliverables under this Statement of Work:

DELIVERABLE(S) BEING COMMISSIONED (DELETE AS APPLICABLE)			
No.1	Deliverable	Description	Refinements (IF ANY) & Agreed Delivery Dates

The Buyer and Supplier agree:

- the Optional Charges for the Deliverables being commissioned under this Statement of Work as set out in Appendix A to this Statement of Work;

- [the following Contingency Charges for the Deliverables being commissioned under this Statement of Work as set out in Appendix A to this Statement of Work];

CONTINGENCY CHARGES
[INSERT ANY CONTINGENCY CHARGES]

- [the following travel and subsistence costs for the Deliverables being commissioned under this Statement of Work:]

TRAVEL AND SUBSISTENCE	
Requirements	INSERT TRAVEL REQUIREMENTS]
Costs	INSERT COSTS FOR TRAVEL REQUIREMENTS]
Special terms	[INSERT ANY SPECIAL TERMS E.G. PRE-APPROVAL PROCESS, COMPLIANCE WITH DIT EXPENSE POLICY ETC]
Invoicing	INSERT INVOICING ARRANGEMENETS FOR COST AGREED]

The total Charges for the Deliverables being commissioned under this Statement of Work as detailed above are summarised as follows:

CHARGES (excluding VAT)	
Maximum Deliverables Charges:	£XXX (excluding VAT) (which includes £X,XXX contingency monies)
Previous SOWs (value in aggregate) (including any Variations):	[INSERT TOTAL VALUE OF PREVIOUS SOWs (INCLUDING ANY VARIATIONS)]
This SOW value:	[INSERT AGREED VALUE OF THIS SOW]
Remaining Contract value after this SOW is signed:	[INSERT REMAINING VALUE]

The Buyer and the Supplier agree the following invoicing arrangements in respect of the Optional Charges [and Contingency Charges] for the Deliverables being commissioned under this Statement of Work:

INVOICING ARRANGEEMENTS
INSERT ANY INVOICING ARRANGEMENTS]

The Buyer and the Supplier agree the following Service Levels, Service Level Performance Measures, Service Level Thresholds and Service Credits and the following definitions of Critical Service Level Failures and Service Periods for the Deliverables being commissioned under this Statement of Work:

SERVICE LEVELS, SERVICE LEVEL PERFORMANCE MEASURES, SERVICE LEVEL THRESHOLDS, SERVICE CREDITS, CRITICAL SERVICE LEVEL FAILURE AND SERVICE PERIOD	
Service Levels	INSERT SERVICE LEVELS]
Service Level Performance Measures	INSERT SERVICE LEVEL PERFORMANCE MEASURES]
Service Level Thresholds	INSERT SERVICE LEVEL THRESHOLDS]
Service Credits	[INSERT SERVICE CREDITS]

Critical Service Level Failure	[INSERT DEFINITION FOR CRITICAL SERVICE LEVEL FAILURE]
Service Period	[INSERT DEFINTION FOR SERVICE PERIOD]

The Buyer and the Supplier agree the following contract management requirements for the Deliverables being commissioned under this Statement of Work:

CONTRACT MANAGEMENT REQUIREMENTS
INSERT ANY REFINED CONTRACT MANAGEMENT REQUIREMENTS]

The Buyer and the Supplier agree the following notice period for the purposes of Clause 14.3.2 of the Core Terms for terminating this Statement of Work without reason:

NOTICE PERIOD
INSERT NOTICE PERIOD]

FOR AND ON BEHALF OF THE BUYER	
NAME	
TITLE	
SIGNATURE	
DATE	

FOR AND ON BEHALF OF THE SUPPLIER	
NAME	
TITLE	
SIGNATURE	
DATE	

[INSERT APPENDIX A TO THE SOW – CHARGES]

Schedule 04 (Supplier Proposal)

Schedule 23 (Guarantee)

1. Definitions

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

"Guarantee"	a deed of guarantee in favour of a Buyer in the form set out in the Annex to this Schedule; and
"Guarantor"	the person acceptable to a Buyer to give a Guarantee.

2. Guarantee

2.1 Where a Buyer has notified the Supplier that the award of this Contract by the Buyer shall be conditional upon receipt of a valid Guarantee, then, on or prior to the execution of this Contract, as a condition for the award of this Contract, the Supplier shall deliver to the Buyer:

2.1.1 an executed Guarantee from a Guarantor; and

2.1.2 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.

2.2 Where a Buyer has procured a Guarantee from the Supplier under Paragraph 2.1 above, the Buyer may terminate this Contract for Material Default where:

2.2.1 the Guarantor withdraws the Guarantee for any reason whatsoever;

2.2.2 the Guarantor is in breach or anticipatory breach of the Guarantee;

2.2.3 an Insolvency Event occurs in respect of the Guarantor;

2.2.4 the Guarantee becomes invalid or unenforceable for any reason whatsoever; or

2.2.5 the Supplier fails to provide the documentation required by Paragraph 2.1 by the date so specified by the Buyer;

2.2.6 and in each case the Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Buyer,

and the consequences of termination set out in Clause 14.5.1 shall apply.

Annex 1 – Form of Guarantee

[Guidance Note: this is a draft form of guarantee which can be used to procure a Guarantee, but it will need to be amended to reflect the Beneficiary's requirements.]

[INSERT NAME OF THE GUARANTOR]

- AND -

[INSERT NAME OF THE BENEFICIARY**]**

DEED OF GUARANTEE

DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the day of 20[ ]

PROVIDED BY:

[Insert the name of the Guarantor] [a company incorporated in England and Wales] with number **[insert** company no.] whose registered office is at **[insert** details of the Guarantor's registered office here] [OR] [a company incorporated under the laws of **[insert** country], registered in **[insert** country] with number **[insert** number] at **[insert** place of registration], whose principal office is at **[insert** office details] (**"Guarantor"**)

WHEREAS:

(A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.

(B) It is the intention of the Parties that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

1. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;

1.2 the words and phrases below shall have the following meanings:

[Guidance Note: Insert and/or settle Definitions, including from the following list]

"Beneficiary(s)"	means all the Buyer(s) under a Contract [**Insert** name of the Buyer with whom the Supplier enters into this Contract] and "Beneficiaries" shall be construed accordingly;
"Goods"	has the meaning given to it in this Contract;
"Guaranteed Agreement"	means the contract with Contract Reference [**Insert** contract reference number] for the Goods and/or Services dated on or about the date hereof made between the Beneficiary and the Supplier;
"Guaranteed Obligations"	means all obligations and liabilities of the Supplier to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred

	under, ancillary to or calculated by reference to the Guaranteed Agreement;
"Services"	has the meaning given to it in this Contract;
"Supplier"	means [**Insert** the name, address and registration number of the Supplier as each appears in the Award Form].

1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;

1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;

1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;

1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;

1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;

1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;

1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;

1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses and Schedules to this Deed of Guarantee; and

1.11 references to liability are to include any liability whether actual, contingent, present or future.

2. GUARANTEE AND INDEMNITY

2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.

2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary

under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.

2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:

2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and

2.3.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.

2.4 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

4. DEMANDS AND NOTICES

4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

[**Insert** Address of the Guarantor in England and Wales]

[Insert Facsimile Number]

For the Attention of [**Insert** details]

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

4.2.1 if delivered by hand, at the time of delivery; or

4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or

4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.

4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.

4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. BENEFICIARY'S PROTECTIONS

5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.

5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:

5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial

performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;

5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;

5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and

5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.

5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the Default by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other Default in respect of the same Guaranteed Obligation.

5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.

5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.

5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.

5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to

liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

5.8 The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.

6. GUARANTOR INTENT

Without prejudice to the generality of Clause 5 (Beneficiary’s protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

7. RIGHTS OF SUBROGATION

7.1 The Guarantor shall, at any time when there is any Default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

7.1.1 of subrogation and indemnity;

7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier’s obligations; and

7.1.3 to prove in the liquidation or insolvency of the Supplier,

only in accordance with the Beneficiary’s written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

8. DEFERRAL OF RIGHTS

8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in

full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:

8.1.1 exercise any rights it may have to be indemnified by the Supplier;

8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;

8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;

8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or

8.1.5 claim any set-off or counterclaim against the Supplier;

8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9. REPRESENTATIONS AND WARRANTIES

9.1 The Guarantor hereby represents and warrants to the Beneficiary that:

9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;

9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;

9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including entry into and performance of a contract pursuant to Clause 3, have been duly authorised by all necessary corporate action and do not contravene or conflict with:

(a) the Guarantor's memorandum and articles of association or other equivalent constitutional documents;

(b) any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or

(c) the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;

9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and

9.1.5 this Deed of Guarantee is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10. PAYMENTS AND SET-OFF

10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

11. GUARANTOR'S ACKNOWLEDGEMENT

The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

12. ASSIGNMENT

12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.

12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

13. SEVERANCE

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and

effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

14. THIRD PARTY RIGHTS

Other than the Beneficiary, a person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

15. SURVIVAL

This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement.

16. GOVERNING LAW

16.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.

16.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

16.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

16.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

[Guidance Note: Include the above provision when dealing with the appointment of English process agent by a non English incorporated Guarantor]

16.5 [The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] [a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on facsimile number [**insert** fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by **[Insert/print** names]

Director

Director/Secretary