

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	Cloudera Renewal 2024
THE BUYER:	His Majesty's Revenue and Customs
BUYER ADDRESS	HMRC 100 Parliament Street, Westminster, London, SW1 2BQ
THE SUPPLIER:	Cloudera, Inc.
SUPPLIER ADDRESS:	5470 Great America Pkwy, Santa Clara, CA 95054
REGISTRATION NUMBER:	00014259
DUNS NUMBER:	027674371
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 29th September 2024.

It's issued under the Framework Contract with the reference number RM6195 for the provision of Big Data & Analytics.

CALL-OFF LOT(S): Lot 2

CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6195
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6195
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6195
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 23 (HMRC Terms)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6195

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

CALL-OFF SPECIAL TERMS

- As Supplier is not registered for VAT purposes outside of the United States (Supplier's country of incorporation). Buyer is responsible for VAT reporting using the applicable reverse-charge mechanism for self-assessment of VAT in the destination country, regardless of any conflicting terms within the Call Off Contract and Framework agreement.
- For the purposes of this Order Form, Section 14.3 of the Core Terms within the Framework Contract shall be updated to the following: No backups must be made by the supplier unless otherwise agreed and/or for the specific and sole purpose of performing or delivering such products and services pursuant to this Call Off Contract and permitted by Applicable Law.

CALL-OFF START DATE: 29 September 2024

CALL-OFF EXPIRY DATE: 28 September 2025

CALL-OFF INITIAL PERIOD: 12 Months

CALL-OFF OPTIONAL : N/A
EXTENSION PERIOD

CALL-OFF DELIVERABLES

REDACTED DUE TO SENSITIVE INFORMATION

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) any indemnities (including Data Protection) set forth under the Core Terms, is no more than the greater of £1 million or 125% of the Estimated Yearly Charges.

The Estimated Charges used to calculate liability in the first Contract Year is
£5,786,976.80

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

Total Charges - £5,786,976.80

Payment Schedule:

Supplier will invoice Buyer the applicable Charges as described in this Section on execution of this Order Form. Charges are due to Supplier within thirty (30) days of the date of Supplier's invoice.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

To facilitate payment, the Supplier shall use an electronic transaction system chosen by the Buyer and shall:

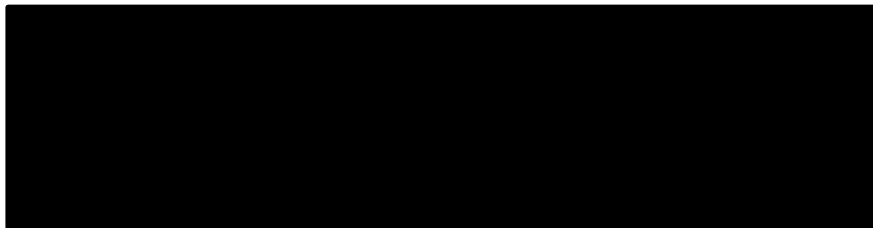
1 -register for the electronic transaction system in accordance with the instructions of the Buyer;

2 -allow the electronic transmission of purchase orders and submitting of electronic invoices via the electronic transaction system.

BUYER'S INVOICE ADDRESS:

Will be detailed in the Buyer's Purchase Order

BUYER'S AUTHORISED REPRESENTATIVE



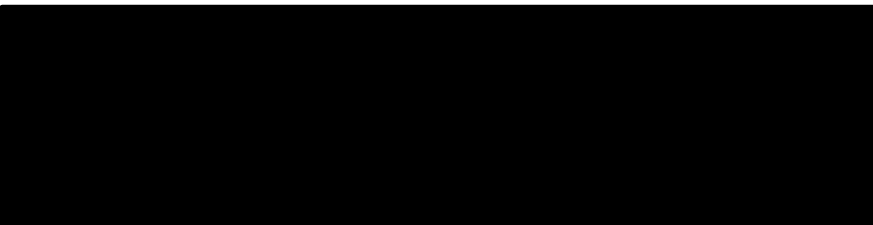
BUYER'S ENVIRONMENTAL POLICY

Not applicable

BUYER'S SECURITY POLICY

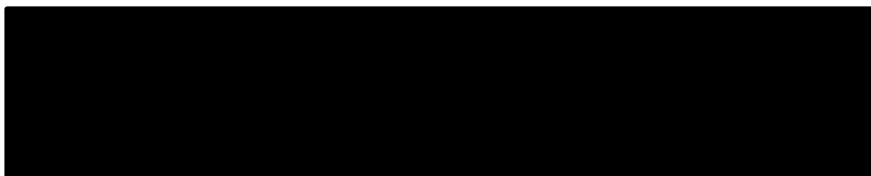
Not Applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER





COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

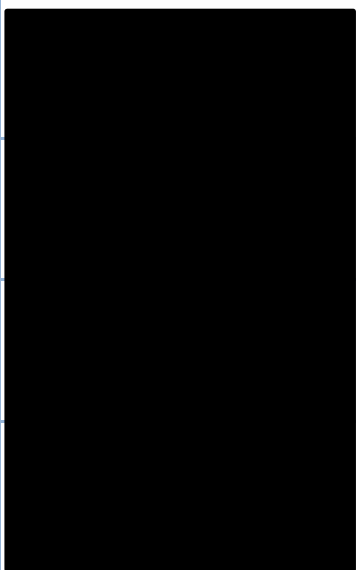
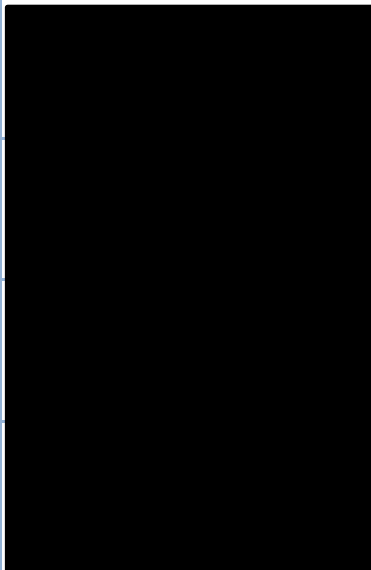
Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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Call-Off Special Schedule 1:

Commercial Off the shelf Software license Terms and Product Specific Terms

For the purposes of this schedule "Cloudera" shall have the same meaning as "Supplier" as set forth in RM6195, and "Customer" shall have the same meaning as "Buyer" as set forth in RM6195.

Commercial Off the shelf Software License Terms ("COTs Terms")

1. Definitions.

1.1 "Applicable OSS License" means the open source software license that applies to a Supported OSS Product as indicated in this Order Form or otherwise as embedded in the component files for such Supported OSS Product.

1.2 "Cloudera Products" means: (i) the Cloudera Software and the Supported OSS Products, that are set forth in this Order Form and (ii) any Third Party Software incorporated in or provided with the foregoing.

1.3 "Cloudera Software" means Cloudera's proprietary software components set forth in this Order Form. For avoidance of doubt, Cloudera Software does not include software that is subject to an open source license.

1.4 "Documentation" as per the Agreement, Specific Cloudera Product Documentation can be found at Cloudera Product Documentation

1.5 "Metrics" means the licensing metrics or support entitlement metrics, as applicable, for the Cloudera Product as defined in this Order Form and may include, but are not limited to, the following: Nodes, Cores, Unique Identifiers, and Capacity Under Management. Definitions for the various Metrics can be found at: Cloudera Subscription Product Metrics.

1.6 "Services" means collectively the Support Services purchased by Customer under this Order Form.

1.7 "Subscription" means: (i) with respect to Supported OSS Products, a Cloudera offering that provides Customer the right to access and receive Support Services during the applicable Subscription Period for such Supported OSS Products in accordance with the terms of this Order Form, and (ii) with respect to Cloudera Software, a Cloudera offering that provides Customer the right to access, use and receive such Cloudera Software, along with applicable Support Services, during the applicable Subscription Period in accordance with the terms of this Order Form.

1.8 "Subscription Period" means the period of time as identified in this Order Form for which Customer is purchasing and will be entitled to the benefits of the applicable Subscription.

1.9 "Support Services" means the technical support and software maintenance provided by Cloudera under this Order Form as further described in Section 3.2 below.

1.10 "Supported OSS Products" means software products that are made available by Cloudera under the terms of Applicable OSS Licenses and for which Cloudera provides Support Services.

1.11 "Third Party Software" means certain of the copyrighted, patented and/or otherwise legally protected software and/or material of third parties that is licensed to, sublicensed to, and/or otherwise distributed or made available by Cloudera to Customer.

1.12 "Update" means a new minor release of a Cloudera Product providing patches, bug fixes and other such modifications, resulting in an increase in the release version number to the right of the decimal point, as in x.1 to x.2.

1.13 "Upgrade" means a new major release of a Cloudera Product providing substantially new features, functionality, and/or enhancements, resulting in an increase in the release version number to the left of the decimal point, as in 1.x to 2.x.

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2. Applicable OSS Licenses; License Grant; Restrictions; Ownership.

2.1 Applicable OSS Licenses. Unless otherwise set forth in this Order Form, Supported OSS Products are licensed to Customer free of charge solely under the Applicable OSS Licenses.

2.2 License Grant. Subject to the terms and conditions of this Order Form, Cloudera grants to Customer a non-exclusive, non-transferable, non-sublicensable, revocable and limited license to access and use the Cloudera Software, and to reproduce the Cloudera Software, for the duration of the applicable Subscription Period, solely for Customer's internal business purposes.

2.3 Restrictions. Except as otherwise expressly set forth in this Order Form, Customer may not: (i) modify, disclose, alter, translate or create derivative works of the Cloudera Software; (ii) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Cloudera Software; (iii) use the Cloudera Software, or allow the transfer, transmission, export or re-export of the Cloudera Software or any portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, OFAC, or any other U.S. government agency; (iv) disassemble, decompile or reverse engineer any of the Cloudera Software; or (v) cause or permit any third party to do any of the foregoing. In addition, Customer will not remove, alter or obscure any proprietary notices in the Cloudera Software including copyright notices, or permit any third party to do so.

2.4 Ownership and Reservation of Rights. As between the parties and subject to Sections 2.2 of this Order Form, Cloudera and its licensors own and retain all right, title and interest in and to: (i) the Cloudera Products, (ii) the Cloudera IP, (iii) the Existing IPR, (iv) improvements, modifications, enhancements, or extensions to or derivative works of Existing IPR created or developed by Cloudera during the course of performing Services that have or could have general applicability to Cloudera's customers ("General Enhancements") the General Enhancements, , (vi) all Cloudera logos and trademarks included in any of the foregoing, and (vii) any and all Intellectual Property Rights embodied in the foregoing. Cloudera reserves all rights not expressly granted in this Order Form, and no licenses are granted by Cloudera to Customer, whether by implication, estoppel or otherwise, except as expressly set forth in this Order Form.

2.5 License Keys. Any license keys provided by Cloudera to Customer are personal to Customer. Customer may not distribute any license keys provided by Cloudera to any third party. Such license keys are the Confidential Information of Cloudera and are subject to the confidentiality requirements of the Core Terms.

2.6 Cloudera Trademarks in Supported OSS Products. Unless as otherwise set forth in this Order Form do not permit Customer to distribute Supported OSS Products or any of their components containing Cloudera's trademarks. The "Cloudera" trademark is a registered or unregistered trademark of Cloudera in various countries. Customer may redistribute Supported OSS Products that include Cloudera trademarks only if: (i) permitted under a separate written license agreement with Cloudera authorizing such redistribution, or (ii) Customer removes all occurrences of Cloudera trademarks and logos in such Supported OSS Products prior to any redistribution. Modifying Supported OSS Products may: (i) corrupt the Supported OSS Products, and (ii) adversely affect Cloudera's ability to provide Support Services for the Supported OSS Products.

2.7 Third Party Service Provider Rights.

2.7.1 Cloudera grants to Customer the right to permit one or more third-party service providers to access and use the Cloudera Products for which Customer has purchased a Subscription during the Subscription Period, provided that: (i) any such third party exercises such rights solely to provide goods to or perform services for Customer and/or its Affiliates; (ii) all such use is subject to the terms and conditions of this Order Form; and (iii) such third party is not a direct competitor of Cloudera. Customer will ensure that any third-party service providers that access or use the Cloudera Products shall comply with this Section 2.7.1, and Customer will be responsible for the acts and omissions of each such third party as fully as if they were Customer's acts and omissions.

2.7.2 Notwithstanding Section 2.7.1 (iii), Customer may use third-party cloud service providers to host Cloudera Products for the benefit of Customer, provided that such third party's platform is supported by Cloudera. Customer will be fully responsible for ensuring that such platform meets Customer's performance and availability requirements and for complying with the applicable terms and conditions of use for such platform.

3. Delivery; Services.

3.1 Delivery. Upon Cloudera's acceptance of this Order Form or the Subscription Period start date indicated herein (whichever is later), Cloudera will make the Cloudera Products available for download. The Cloudera Products will be deemed delivered when the electronic download or the online access is initially made available, as applicable. Customer acknowledges that Cloudera does not control the transfer of data over the internet and that Cloudera is not responsible for any delays or delivery failures caused by the internet.

Framework Ref: RM6195

Project Version: v1.1

Model Version: v3.8

3.2 Support Services. For the avoidance of doubt Service Levels as set forth in Call-Off Schedule 14 do not apply to the actual Cloudera Products set forth in this Order form, the Support Services under this section apply to the Cloudera Products. Cloudera will use commercially reasonable efforts to provide technical support and software maintenance services for Cloudera Products as set forth at Cloudera Support Services Policy, as such policies and/or support terms may be updated by Cloudera from time to time. Any updates to the terms applicable to Support Services made during any then-current Subscription Period will not apply until the start date of the next Subscription Period. The Support Services include the provision of Updates and Upgrades to the Cloudera Products, when and if such Updates or Upgrades are made generally available.

3.3 Fees for Metrics. Customer will pay to Cloudera, as applicable, the total fees due for the applicable Subscription Period. Unless the applicable Order Form provides otherwise, fees set forth in the Order Form are due at the commencement of the Subscription Period. For the avoidance of doubt, with respect to Cloudera Products, all Subscriptions (excluding Subscriptions for Unique Identifiers) for any given cluster must be for the same Cloudera Product(s) and Support Services entitlements, and be procured according to the same Metric. Fees for Usage Above the Order Form Quantity. During the Subscription Period, Customer may elect to use additional capacity that exceeds the quantity of the applicable Metrics set forth in an Order Form. In such case, Customer must notify Cloudera, of its elected use of such additional capacity. In the event that during a Subscription Period, Customer: (i) elects to add capacity, or (ii) exceeds the Metrics set forth in an Order Form, the fees for such additional capacity/usage will be calculated for the period commencing immediately upon: (a) the installation date of the additional Nodes, (b) the date when Capacity Under Management or quantity of Unique Identifiers increased (whether used or not), or (c) the date when additional support entitlement Metrics for Supported OSS Products are required. Unless otherwise agreed in the Order Form, the Subscription Period of the additional capacity will be pro-rated such that it will terminate on the same date as the existing Subscription Period.

3.4 Subscription Period Not Cancelable. Except for termination for cause allowing for early termination under the core terms, the Subscription Period is non-cancelable and non-terminable. Unless an Order Form has been terminated by Customer in accordance with Section 10.4.1 of the Core Terms, Cloudera reserves the right to invoice Customer for any future payments included in an Order Form and will not be obligated to issue any refunds for Subscription fees paid.

3.5 Taxes. The fees for Subscriptions to Cloudera Products and Services do not include taxes. Customer will pay any and all sales, use, excise, import, export, value added, GST or similar taxes ("Transaction Taxes") and all government permit or license fees, and all customs, duty, tariff and similar fees levied upon the sale of Subscriptions to Cloudera Products, Work Product, and the provision of Services under the Agreement, exclusive of income taxes based on Cloudera's net income. Customer will pay any costs associated with the collection of Transaction Taxes, including penalties and interest. If Customer is required to pay any withholding tax, charge or levy with respect to payments to Cloudera ("Withholding Taxes"), Customer agrees to gross up payments actually made to Cloudera such that Cloudera receives sums due in full and free of any deduction of any such Withholding Tax, subject to Cloudera providing documentation to support the lowest legal withholding rate under the applicable double tax treaty. Cloudera will cooperate with Customer to enable Customer to pay the lowest legal withholding rate by providing any available tax documents in its possession to support the lowest applicable withholding rate.

4. Software Warranty.

4.1 Cloudera Software Warranty. Cloudera warrants that for a period of ninety (90) days following initial delivery (the "Warranty Period"), the Cloudera Software will perform in all material respects in accordance with the applicable documentation as provided by Cloudera at Cloudera Product Documentation (the "Documentation"). Customer must notify Cloudera of any non-conformance with this warranty during the Warranty Period, and as Cloudera's sole obligation and Customer's exclusive remedy for breach of warranty, Cloudera will either: (i) repair the Cloudera Software such that it conforms to the Documentation; or (ii) replace the Cloudera Software with an equivalent product that conforms to the Documentation; provided, however, if neither (i) nor (ii) is reasonable or practicable, Customer may return the applicable Cloudera Software and obtain a pro-rated return of the Subscription fees Customer paid to Cloudera for the defective Cloudera Software.

5. Indemnification obligation. The IPR indemnity under section 9.5 of the Core terms shall be modified and updated to include the following: if there is an IPR claim instituted by a third party and asserted against Customer after the Call Off Start date that any Work Product (if any) or Cloudera Software when used in accordance with the applicable Documentation infringes any United States patent, copyright, trade secret or other proprietary right of a third party (each an "IPR Claim") Buyer shall: (i) promptly notify Supplier in writing of any such IPR claim; (ii) give Supplier sole control over the investigation, defense and settlement of the IPR claim; and (iii) assist and fully cooperate with Supplier in the defense of same. Supplier agrees to pay any damages awarded by a court of competent jurisdiction against Buyer (or agreed to in a settlement by Supplier) resulting from the IPR Claim, including any awarded costs and awarded attorneys' fees (collectively "Damages"). Supplier will not be responsible for any settlement (and the associated Damages agreed to in such settlement) that it does not approve in writing prior to such settlement.

5.1 In no event will Supplier have any obligations under section 9.5 of the Core Terms or any liability for any IPR Claim if the IPR Claim is caused by, or results from: (i) Buyer's combination or use of the Supplier IPR with non-Supplier software or services, or any equipment, data or other materials, if such IPR Claim would have been avoided absent such combination or use; (ii) modification of the Supplier IPR by anyone other than Supplier if such IPR Claim would have been avoided by use of the unmodified Supplier IPR; (iii) Buyer's continued allegedly infringing activity after being notified thereof or after being provided modifications that would have avoided the alleged infringement; (iv) Buyer's use of the Supplier's IPR in a manner not strictly in accordance with this Order Form; (v) Supplier's modification of the Supplier IPR in compliance with Buyer's written instructions,

requests or specifications; (vi) use of a release other than Supplier's most current release of the Supplier's IPR if the IPR Claim would have been avoided by use of the most current release, provided Buyer is given an opportunity to use such most current release for no additional fee, or (vii) any software made available under an open source license.

5.2 Under section 9.6 of the Core Terms if Supplier determines that it is not commercially reasonable to perform any of the alternatives (a) or (b), Supplier may (a) terminate the license for the allegedly infringing IPR and refund the pre-paid and unused Costs paid by Buyer for the use of such allegedly infringing IPR. Upon such license termination, Buyer must, at Supplier's option, return or destroy such Existing Property and Supplier IPR, and Supplier will provide a refund of all Charges paid under such Order Form for the allegedly infringing IPR. Under section 9.6 if Supplier determines that it is not commercially reasonable to perform any of alternatives (a) or (b), Supplier may (a) terminate the license for the allegedly infringing IPR and refund the pre- paid and unused Costs paid by Buyer for the use of such allegedly infringing IPR. Upon such license termination, Buyer must, at Supplier's option, return or destroy such Existing Property and Supplier IPR, and Supplier will provide a refund of all Charges paid under such Order Form for the allegedly infringing IPR.

5.3 For the avoidance of doubt and for the purposes of this Order Form Supplier IPR as defined in the Framework Agreement applies to Cloudera Software and Work Product only as defined in this Order Form and not to any Third-Party Software including Open Source Software.

6. Third-Party Software.

6.1 Notwithstanding any terms to the contrary in this Order Form, Customer acknowledges and agrees that: (i) the Cloudera Products contain Third-Party Software; and (ii) Customer agrees that, in addition to the terms of this Order Form, its use is further subject to the terms of such third-party licenses applicable to the Third-Party Software, which may be licensed to Customer directly from the applicable third party. Customer hereby acknowledges that Cloudera makes a list of Third-Party Software available to Customer: (i) on Cloudera's website, (ii) in the Cloudera Product source code and/or the third-party notice file that accompanies the Cloudera Product, and/or (iii) in another reasonable manner. Further, Customer hereby acknowledges that such third-party suppliers may disclaim and make no representation or warranty with respect to such Third-Party Software or any portion thereof, and assume no liability for any claim that may arise with respect to such Third-Party Software or Customer's use or inability to use the same.

6.2 NOTWITHSTANDING ANY OF THE TERMS IN THE THIRD-PARTY LICENSES, THIS ORDER FORM OR ANY OTHER AGREEMENT CUSTOMER MAY HAVE WITH CLOUDERA: (I) CLOUDERA PROVIDES THIRD-PARTY SOFTWARE TO CUSTOMER AS-IS, WITHOUT WARRANTIES OF ANY KIND; (II) CLOUDERA DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES WITH RESPECT TO THIRD-PARTY SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (III) CLOUDERA IS NOT LIABLE TO CUSTOMER, AND WILL NOT DEFEND, INDEMNIFY, OR HOLD CUSTOMER HARMLESS FOR ANY CLAIMS ARISING FROM OR RELATED TO THIRD-PARTY SOFTWARE; AND (IV) WITH RESPECT TO THE THIRD-PARTY SOFTWARE, CLOUDERA IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES RELATED TO LOST REVENUE, LOST PROFITS, LOSS OF INCOME, LOSS OF BUSINESS ADVANTAGE OR DAMAGE TO, OR UNAVAILABILITY, LOSS OR CORRUPTION OF DATA.

7. Diagnostics and Reporting. Customer acknowledges that the Cloudera Products contain a diagnostic functionality as their default configuration. The diagnostic function collects configuration files, Metrics count, software versions, log files and other information regarding Customer's environment and use of the Cloudera Products, and reports that information to Cloudera for use to proactively identify potential support issues, to understand Customer's environment, to enhance the usability of the Cloudera Products, and for other internal Cloudera purposes. The Customer may elect to change the diagnostic function in the Cloudera Products in order to disable regular automatic reporting or to report only on filing of a support ticket.

8. Audit. During the term of this Order Form, Cloudera and/or an independent auditor on behalf of Cloudera will have the right to audit Customer's applicable systems, books and records, no more than once every four years (absent non-compliance in an immediately preceding audit), during Customer's normal business hours with no impact to delivery or at a time that the Customer feels is most suitable to ensure Customer's compliance with the terms and conditions of this Order Form. Each party will pay the costs that it incurs in the course of the audit. If the audit reveals an underpayment, or a failure by Customer to fully comply with all the payment terms and conditions of this Order Form, then Customer will pay Cloudera the underpaid amount within 90 days.

9. Personal Data. Subject to applicable law, and Joint Schedule 11 of the Framework Contract, in connection with the performance of any Services under this Order Form Buyer's use of the Cloudera Products: (i) beyond Account Data (as defined in the Data Policy) which may include limited Personal Data and that may be collected incident to Cloudera's provision of Services, Cloudera agrees that it will not require Customer to deliver to Cloudera any "Personal Data" (as defined by the EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 – General Data Protection Regulation); and (ii) Customer agrees not to deliver any Personal Data to Cloudera; provided, however, that Customer's Account Data may include Personal Data and will be governed by the Data Policy. To the extent that Cloudera processes any Personal Data as a data processor on behalf of Customer, the terms of the Data Protection Addendum included in Cloudera's Privacy Policy will apply. Cloudera's Data Policy and Privacy Policy, located at <http://www.cloudera.com/legal/policies.html>, as may be updated by Cloudera from time to time (the "Data Policy" and the "Privacy Policy," respectively), and the Joint Schedule 11 will apply to Buyer's use of any Cloudera Products and Services.

Framework Ref: RM6195

Project Version: v1.1

Model Version: v3.8

Product Specific Terms

REDACTED DUE TO SENSITIVE INFORMATION

Call Off Special schedule 2- Statement of Work

Cloudera Professional Services Statement of Work - RSA Gold Services

This Statement of Work ("**SOW**") is made and entered into as of the Effective Date (as defined in the SOW T&Cs) by and between Cloudera, Inc. ("**Cloudera**") and HM Revenue and Customs ("**Customer**" and "**Buyer**"), and is governed by: (i) the terms and conditions of this Order Form (the "**Agreement**") effective on execution of this Order Form ("Effective Date"); and (ii) the Statement of Work Terms and Conditions set forth at Exhibit A attached hereto (the "**SOW T&Cs**").

Capitalized terms used herein will have the meanings set forth in the Agreement or the SOW T&Cs, unless otherwise expressly stated herein. In the event of any conflict between the terms of the Agreement or the SOW T&Cs on the one hand and this SOW on the other hand, the terms of this SOW will prevail, but only with respect to the Services described herein. A single party may be hereinafter referred to as a "**Party**," and the parties may be hereinafter referred to collectively as the "**Parties**."

Cloudera will perform the Services described in this SOW, and Customer agrees to pay Cloudera the fees and expenses as set forth in this SOW under the terms set forth herein.

SECTION I – DESCRIPTION OF SERVICES

1. **Services.** Cloudera will provide Customer with one (1) Resident Solution Architect ("**RSA**") to deliver advisory, system architecture, and knowledge sharing Services to Customer for a not-to-exceed total of 480 hours over a twelve (12) month period which will commence upon the Effective Date of this SOW ("**Period of Performance**"). These 480 RSA hours will be used in 120 hour increments allocated equally per each three (3) month period within the Period of Performance (each, a "**Quarter**"). Additionally, Cloudera will provide a Service Delivery Manager ("**SDM**") for a not-to-exceed total of 60 hours which will be used in 15 hour increments allocated equally per each Quarter to work collaboratively with Customer to plan and prioritize activities, coordinate and communicate logistics, and act as point of contact on delivery issues, with the goal of maximizing the value of the Services. Potential topics to be covered in the execution of this SOW are as follows:

- Design and architecture of:
 - New use cases (i.e., analytics, data science, data ingest and processing)
 - Infrastructure (including new cluster deployments, cluster migration, expansion, major upgrades, backup and disaster recovery, and security)
- Cluster health check and tuning
- Performance benchmarking and tuning
- Data management and capacity planning
- Failure and recovery process
- Data processing design, development and implementation
- Security architecture review
- Authentication/Authorization
- Data protection (encryption for data at rest)
- Apache Spark/HBase
- Multi-tenancy
- Data governance
- Establishing a framework for use case evaluation
- Knowledge sharing and documentation

2. Location of Performance.

Service hours will be delivered remotely.

- 3. Status Updates.** Cloudera and Customer will agree upon mutually acceptable tasks and goals on a monthly basis, in advance. These will be detailed, maintained and agreed upon in the Project Controls Workbook prior to embarking on activities for the month. Cloudera will supply monthly updates (or more frequently, as may be agreed by the Parties) regarding the status of the project as a whole. The status updates will include hours delivered for the prior month (or such shorter period as agreed by the Parties) and also may include, as applicable, any perceived issues/risks and mitigation/contingency plans, and total travel costs incurred to date.

4. Assumptions. Cloudera has made the following assumptions related to the Services:

- a. Customer and Cloudera will work together to prioritize all work/tasks to be accomplished during the engagement.
- b. Services will be performed on Nodes with active subscription entitlements for licenses (if applicable) and support during the Period of Performance of this SOW. Subscriptions for such Nodes are purchased under separate agreement and not pursuant to this SOW.
- c. Any planned work stoppages during the engagement, i.e., a production freeze, on-hold periods, etc. will be accounted as billable.
- d. Cloudera will endeavor to assign the same RSA each month/Quarter; however, in the event of circumstances beyond Cloudera's control (e.g., employee departures, medical leave, long-term assignments, etc.), Cloudera cannot guarantee the same RSA will be available for each delivery assignment.

5. Out of Scope. Services that are not explicitly specified to be provided under this SOW are out of scope.

- 6. Deliverables and Acceptance.** Deliverables under this SOW consist of Services hours only as set forth herein and are deemed accepted upon delivery. The success criteria for progress of the overall engagement will be assessed and adjusted as required at a weekly joint – Customer and Cloudera – progress meeting. This meeting provides a platform for the following:
- a. Customer and Cloudera to determine the next scheduling requirements for future Services assignments.
 - b. Customer escalating to Cloudera any instances of perceived under-performance.
 - c. Cloudera escalating failing Customer dependencies that might impede the engagement's progress and therefore limit the success of the engagement.

The absence of any escalation will indicate that all Parties are content with the current progress and the evolving nature of Cloudera's contribution.

This engagement will be deemed complete once the Period of Performance has expired or the total hours are consumed, whichever occurs first.

SECTION II – FEES AND COSTS

1. **Fees.** This engagement is provided on a fixed fee basis and will be invoiced upon execution of this SOW.

Description	Period of Performance	Fees (GBP)

SKU	Description	Estimated Expenses

2. **Overtime and Weekend Services.** No overtime or weekend Services hours will be provided without the mutual agreement of the Parties in a fully executed Change Order.
3. **Invoicing and Payment.** Upon the execution of this SOW, Cloudera will invoice, and Customer agrees to pay, all required Fees as outlined in Section II.1 – Fees above. For the avoidance of doubt, available Services hours not used during each Quarter expire and do not roll over to the following Quarter, and all unused Service hours expire upon the expiration of the Period of Performance. Services hours may be pulled forward at Customer's request, subject to Cloudera's availability and written approval, such approval not to be unreasonably withheld.

SECTION III – PROJECT REPRESENTATIVES

Customer's Technical Contact and the Cloudera Contact below will be the primary contacts in connection with the day-to-day performance of this SOW. The Customer Billing Contact will be the primary contact related to remittance of fees and reimbursement of expenses under this SOW.

Company	Representative	Role	Contact Information

SECTION IV - CHANGE MANAGEMENT

In the event the Parties wish to make any modification to the Services herein, each Party agrees to enter into a Change Order (as described in Section 11 of the SOW T&Cs) related to such modifications.

Should Customer submit a Change Order to Cloudera for consideration, Cloudera agrees to review and provide Customer with an estimate of the changes to the cost and to the project schedule, if any, as a result of the requested changes in the Change Order. If both Parties agree to the Change Order, each will signify such agreement by signing and returning the Change Order to the other Party.

Exhibit A

STATEMENT OF WORK TERMS AND CONDITIONS

Unless set forth otherwise in the Statement of Work ("SOW"), the following terms will apply:

Definitions:

"Cluster" means a federated group of Nodes sharing a common data set and a single filesystem.

"Node" means a physical Server or a Virtual Machine that runs Cloudera Products.

(Definitions for the various Metrics can be found at: Cloudera Subscription Product Metrics.)

"Work Product" means all tangible materials (including but not limited to drawings and documentation) delivered by Cloudera in the course of Cloudera's performance of the Professional Services that are created for Customer as set forth in an Order Form and/or Call Off Contract for Professional Services; provided, however, Work Product expressly excludes any and all: (i) Existing IPRs; (ii) Documentation; (iv) improvements, modifications, enhancements, or extensions to or derivative works of Existing IPR created or developed by Cloudera during the course of performing Services that have or could have general applicability to Cloudera's customers ("General Enhancements"); and (v) ideas, processes, programs, concepts, business methods, inventions, implementation architectures related to Cloudera Products, and developments of general application throughout all industries or a single industry that are discovered, created or developed by Cloudera during the course of performing the Services ("Cloudera IP"), provided that General Enhancements and Cloudera IP will never include any of Customer's Confidential Information.

1. The Effective Date of the SOW will be the last date of signature or electronic acceptance.
2. For Services performed on a time and materials basis, deliverables will be service hours only and will be deemed accepted upon delivery. Service hours will be invoiced monthly based on actual hours delivered. Cloudera will use commercially reasonable efforts to complete Services described in the SOW but does not guarantee such Services will be completed within the allotted hours or days set forth in the SOW. If additional hours are required, the parties must mutually approve and execute a Change Order as per Section 11 below.
3. In the event Services are quoted in daily rates, daily charges will be prorated based on actual hours worked, including hours in excess of 8 per day.
4. The Services will be performed within the SOW term, or in the event the SOW does not specify a term, Services will be performed within 12 months following the SOW Effective Date (in each instance, the "Period of Performance").
5. In the event that (i) the SOW is terminated for convenience by Customer pursuant to the terms of the agreement governing the SOW or (ii) the engagement is delayed or stopped by Customer for more than 60 consecutive days, fees will be due for all Services delivered but not yet invoiced or not yet accepted prior to the date of such termination or delay/stoppage, including reimbursement of all expenses incurred by Cloudera in the performance of such Services. Additionally, in the event of termination for convenience, any unused prepaid amounts will expire and not be refunded.
6. Prepaid time and materials services must be used within the Period of Performance. Prepaid Services not used within the Period of Performance will expire and no refund will be given.

7. Staffing

Staffing will consist of full-time and part-time Cloudera resources and also may, at Cloudera's election, include the use of partner resources and/or subcontractors in the provision of the Services. Services will be performed at the Customer location and/or Cloudera locations between the hours of 8:00 AM and 5:00 PM local time (a "Day" where the Services are performed according to a daily rate) Monday through Friday (onsite schedule is Monday through Thursday, or Tuesday through Friday), excluding

Cloudera and Customer holidays, unless otherwise mutually agreed upon by both parties.

Cloudera and Customer will mutually agree upon a start date for commencement of Services ("Services Start Date"). Customer agrees that scheduling of Services will require a minimum notice of 10 business days for Services and must be ordered in increments of one (1) week.

Cloudera will use commercially reasonable efforts to schedule resources if given the minimum notice as set forth above. However, Cloudera does not guarantee that every request will be fulfilled within the notice period.

8. Where Customer requests the Services Start Date to be cancelled or rescheduled within 10 business days of the Services Start Date: (i) Customer will reimburse Cloudera for any non-refundable travel expenses that were booked prior to Cloudera's receipt of Customer's request to cancel or reschedule; and (ii) Cloudera will be entitled to invoice and Customer agrees to pay for the associated cost of providing one (1) week of Services to be calculated based upon the fees set forth in the SOW.

9. Customer Responsibilities

a. Customer will be responsible for fully describing business requirements to Cloudera including completing a questionnaire from Cloudera along with current ETL and data processing overview.

b. Customer will assign a Project Manager to monitor progress and resolve issues on the Customer side. The Project Manager will also:

i. Be available to Cloudera personnel throughout the life of the project;

ii. Coordinate all interviews and meeting schedules with the Customer team.

c. Customer will assign managers, full-time system administrators and other personnel, as appropriate, to work with Cloudera throughout the project duration. Customer will make a knowledgeable representative available to Cloudera during all phases of the engagement and will engage and participate throughout the project duration. In particular, Customer will work collaboratively with Cloudera to address any issues with Customer's environment in a timely manner.

d. Customer will provide all resources, information, and materials in support of the project set forth in the SOW, including any required items that are outside the scope of the Cloudera Products and Hortonworks Products.

e. Customer will purchase or provide all hardware, software, licenses, staff, current maintenance contracts and environments (including supported Cloud platforms) necessary for Cloudera to provide the Services. Customer will also configure a hardware environment appropriate for installation of the Cloudera Products and Hortonworks Products, as applicable, and associated use case(s) before the Services Start Date.

f. Customer will provide Cloudera personnel with access to Customer's building facilities, computer room facilities, systems (including internet access), passwords, etc., as needed, during normal business hours as well as after hours, if necessary, and a suitable work area commensurate with the number of onsite Cloudera consultants. This access will include access to all necessary documentation, information, and instructions required to complete the engagement set forth in the SOW.

g. Customer will be responsible for determining what of its data qualifies as regulated data subject to one or more regulatory regimes, including, but not limited to, data subject to the Payment Card Industry Data Security Standard ("PCI DSS"), Protected Health Information ("PHI") subject to the Health Insurance Portability and Accountability Act (HIPAA), financial information subject to the Sarbanes-Oxley Act of 2002, and Personally Identifiable Information ("PII") subject to various data privacy and/or data security regulations, including the General Data Protection Regulation (EU) 2016/679 ("GDPR") (such regulations hereinafter being referred to as "Data Regulations"). Further, Customer agrees that: (i) it will be responsible for its compliance with these various Data Regulations; and (b) no data subject to such Data Regulations will be provided to Cloudera during the engagement set forth in the SOW.

h. In the event Cloudera utilizes Customer systems or computers that store Cloudera property (either pre-existing to the engagement or created during the engagement), Customer will permit Cloudera the opportunity to remove a copy of such Cloudera property from such system or computer upon or before completion of the services under the applicable SOW.

10. Cloudera Responsibilities. Provided that an Engagement Manager has been allocated to the project, Cloudera will have the following responsibilities:

a. Cloudera will provide a single point of contact to Customer for the duration of the project for coordination and scheduling of project tasks, documentation and any changes to scope requiring a

Change Order.

b. Cloudera will coordinate activities of all Cloudera resources and provide consultants with the requisite skills necessary to properly execute the requirements of the SOW.

c. Cloudera will communicate status and changes to status to Customer before and during the engagement.

11. Change Process

If either party wishes to make changes to the SOW, including but not limited to modifying the scope of work or the fees, such changes will only be effective upon mutual approval and execution of a "Change Order" describing such changes. Cloudera will have no obligation to provide Services pursuant to a Change Order unless both parties have executed a Change Order.

12. Delays

Where delays on a fixed fee SOW are solely the Customer's fault, Customer will be responsible for any additional costs. Such costs will be reasonable and set forth in a Change Order that is approved and executed by both parties as per Section 11.

13. Acceptance Process for Fixed Fee Services

For Services performed on a fixed fee basis to include documentation deliverables or other deliverables (the "Deliverables"), Cloudera will notify Customer upon delivery of the Deliverables and Customer will have three (3) business days to review such Deliverables (the "Acceptance Period") to confirm that the Deliverables conform to any acceptance criteria as may be set forth in the SOW. Within the Acceptance Period, Customer must provide to Cloudera in writing its acceptance of the Deliverables or a notification of any issues or deficiencies. In the event of notification of any issues or deficiencies, Cloudera may, in its sole discretion, either promptly revise the Deliverables and resubmit them for Customer review, or if such revision and resubmission is not reasonably practicable, as Customer's sole remedy and Cloudera's exclusive obligation, Cloudera will refund any pre-paid fees for the non-conforming Deliverable, the SOW will terminate and no further fees will be due under the SOW. If Customer fails to provide Cloudera written notice of either acceptance or notification of issues or deficiencies within the Acceptance Period, the Deliverable(s) will be deemed accepted and any related payments will become due.

14. Escalation Process

The escalation process provides a mechanism to alert Project Managers and other management personnel to issues not being resolved. Either Cloudera or Customer may escalate a project issue as follows:

- a. Raise the issue initially to the Project Lead.
- b. If not resolved at the Project Lead level, an issue report will be generated and the issue will be escalated to the Customer-nominated sponsor.
- c. If the issue cannot be resolved within a predetermined period or falls outside the authority of the sponsor, it will be escalated to Cloudera's VP of Field Technical Services.

15. "Services" as referenced herein and in the SOW means the design, development, operational and other professional services performed or to be performed by Cloudera under the SOW.

16. Ownership of Work Product. In the event that the performance of Professional Services results in Work Product, all right, title and interest in the Work Product vests in Customer. Such Work Product is deemed to be a work made for hire, and to the extent it may not be considered a work made for hire, Cloudera assigns to Customer all right, title and interest in and to the Work Product and any and all Intellectual Property Rights embodied therein. Notwithstanding any terms to the contrary in the Agreement or the applicable Call Off Contract, Cloudera owns all right, title and interest in and to any and all bug-fixes, extensions, improvements or enhancements to the Cloudera Products or Existing IPRs (including all Intellectual Property Rights embodied therein), and no rights to the foregoing are granted hereunder. Cloudera grants to Customer a non-exclusive, non-transferable, revocable and limited license to use the Cloudera IP solely in conjunction with Customer's use of the Work Product, provided that Customer may not: (i) modify, disclose, alter, translate or create derivative works of the Cloudera IP; (ii) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Cloudera IP; or (iii) disassemble, decompile or reverse engineer any of the Cloudera IP.

17. Professional Services Warranty. Cloudera warrants that it will perform the Professional Services in a professional and workmanlike manner and consistent with applicable industry standards. For any Professional Services that do not conform to this warranty, Customer must notify Cloudera within thirty (30) days of the delivery of any non-conforming Professional Services, and as Cloudera's sole obligation and Customer's exclusive remedy, Cloudera, at its sole discretion, will either: (i) re-perform such non-conforming Professional Services at no additional charge to Customer, or (ii) refund any Professional Services fees paid to Cloudera for such non-conforming Professional Services, and terminate all or a portion of the applicable Order Form and/or Call Off Contract at Cloudera's discretion.

Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint 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 each 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 Central Government Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
 - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;

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

1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

- (a) 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 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and

1.3.14 unless otherwise provided, references to "**Buyer**" shall be construed as including Exempt Buyers; and

1.3.15 unless otherwise provided, references to "**Call-Off Contract**" and "**Contract**" shall be construed as including Exempt Call-off Contracts.

1.4 In each 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 Insurances "	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
" Admin Fee "	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
" 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;
" Audit "	the Relevant Authority's right to:

	<ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts; j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;
"Auditor"	<ul style="list-style-type: none"> a) the Relevant Authority's internal and external auditors; b) the Relevant Authority'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 Relevant Authority to carry out audit or similar review functions; and f) successors or assigns of any of the above;

"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);

"Capability Down-Select Matrix"	means the matrix available for buyers to create shortlists of suppliers on Lot 1 by capability to run a down-select further competition
"Catalogue"	means the online repository of supplier product & service offerings and pricing
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off 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 Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, 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 CCS, the Buyer or the Supplier, including IPRs, together with

	information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR;
"Core Terms"	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: e) the cost to the Supplier or the 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;

	<p>viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>f) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>g) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>h) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>i) Overhead;</p> <p>j) financing or similar costs;</p> <p>k) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>l) taxation;</p> <p>m) fines and penalties;</p> <p>n) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>o) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"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 as amended from time to time; (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;
"Data Protection Liability Cap"	the amount specified in the Framework Award Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR;
"DataSecOps"	is the evolution of the 'DevSecOps' model specifically for data management.

"Data Subject"	has the meaning given to it in the UK GDPR;
"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;
"Day Rate"	means the rate for an eight (8) hour Working Day, exclusive of breaks including lunch
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call- Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"DevOps"	DevOps is a set of practices that combines software development (Dev) and IT operations (Ops). In many cases, this is the name of the team operating a customer's CI/CD pipelines and managing its environments.
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (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, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);

"Documentation"	<p>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) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>p) 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</p> <p>q) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>r) has been or shall be generated for the purpose of providing the Deliverables;</p>
"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 Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice"	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	<p>the earlier of:</p> <p>s) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or</p> <p>t) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</p>
"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;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;

"Estimated Yearly Charges"	<p>means for the purposes of calculating each Party's annual liability under clause 11.2 :</p> <ul style="list-style-type: none"> i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
"Exempt Buyer"	<p>a public sector purchaser that is:</p> <ul style="list-style-type: none"> a) eligible to use the Framework Contract; and b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: <ul style="list-style-type: none"> i) the Regulations; ii) the Concession Contracts Regulations 2016 (SI 2016/273); iii) the Utilities Contracts Regulations 2016 (SI 2016/274); iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); v) the Remedies Directive (2007/66/EC); vi) Directive 2014/23/EU of the European Parliament and Council; vii) Directive 2014/24/EU of the European Parliament and Council; viii) Directive 2014/25/EU of the European Parliament and Council; or ix) Directive 2009/81/EC of the European Parliament and Council;
"Exempt Call-off Contract"	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
"Exempt Procurement Amendments"	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;

"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 Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Expression of Interest"	means the pre-procurement supplier engagement activity undertaken by the Buyer, whereby suppliers can express their interest to participate in a Further Competition Procedure.
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including:</p> <ul style="list-style-type: none"> a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of government, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;
"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;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;

"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"UK GDPR"	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	e) the legislation in Part 5 of the Finance Act 2013 and; and f) 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 Tax 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 Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order 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"	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 Authority's Confidential Information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or

	ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (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 Order Form, which is in force as at the Call-Off 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"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under 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 Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order 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 a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>with respect to any person, means:</p> <p>(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:</p> <p>(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</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(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;</p> <p>(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;</p> <p>(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 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 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;</p> <p>(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;</p> <p>(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</p>

	<p>(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</p> <p>(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;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<p>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;</p> <p>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</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same income 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 ;
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Staff"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p>

	<p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,</p> <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	<p>means when an MI report:</p> <p>a) contains any material errors or material omissions or a missing mandatory field; or</p> <p>b) is submitted using an incorrect MI reporting Template; or</p> <p>c) is not submitted by the reporting date (including where a declaration of no business should have been filed);</p>
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);

"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non-Compliance"	<p>where:</p> <p>a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <ol style="list-style-type: none"> 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; the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or <p>b) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Open Book Data "	<p>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 Call-Off Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including</p>

	<p>capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) staff costs 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 grade; iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; <p>c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>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;</p> <p>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</p> <p>h) the actual Costs profile for each Service Period;</p>
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;

"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> 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;

	<p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> 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 a Buyer or other public body; or <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
"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 right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);

"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <p>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</p> <p>b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<p>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 Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>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 Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>information derived from any of the above;</p>
"Relevant Person(s)"	anyone who might need access to that information as part of managing or calling off one of our agreements.
"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 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"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);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is

	providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"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 Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), 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;
"Sites"	any premises (including the Buyer Premises, the Supplier's 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;
"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;

"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective 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 Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	<p>any:</p> <ul style="list-style-type: none"> 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 1 (Specification); c) standards detailed by the Buyer in the Order 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"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirement"	a statement issued by the Buyer detailing its requirements and work needed in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"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 that Processor related to a Contract;

"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	<p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>c) Information derived from any of (a) and (b) above;</p>
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
"Supplier Marketing Contact"	shall be the person identified in the Framework Award Form;
"Supplier Non-Performance"	<p>where the Supplier has failed to:</p> <p>a) Achieve a Milestone by its Milestone Date;</p> <p>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>c) comply with an obligation under a Contract;</p>
"Supplier 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 a Call-Off 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 a Contract;

"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 Call-Off Contract detailed in the information are properly payable;
"Tax"	<p>a) all forms of taxation whether direct or indirect;</p> <p>b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</p> <p>d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</p> <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	<p>a plan:</p> <p>a) for the Testing of the Deliverables; and</p> <p>b) setting out other agreed criteria related to the achievement of Milestones;</p>
"Tests "	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	<p>the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for –</p> <p>(i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and</p> <p>(ii) Commercially Sensitive Information;</p>
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in

	accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"Variation"	any change to a Contract;
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"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;
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
"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; and
"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.

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	[delete] as applicable: CCS / Buyer] (" CCS " " 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 number]	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert] variation number]	
Date variation is raised:	[insert] date]	
Proposed variation		
Reason for the variation:	[insert] reason]	
An Impact Assessment shall be provided within:	[insert] number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none">[CCS/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 **[delete]** as applicable: CCS / 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.

Joint Schedule 2 (Variation Form)
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Signed by an authorised signatory for and on behalf of the **[delete]** as applicable: CCS / 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

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") 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:
 - 1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority 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 Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

- 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 Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Relevant Authority 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 Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

Joint Schedule 3 (Insurance Requirements)

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- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 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 Relevant Authority) 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 Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

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

Joint Schedule 3 (Insurance Requirements)
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Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

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

No.	Date	Item(s)	Duration of Confidentiality
	[insert date]	[insert details]	[insert duration]

Intentionally left blank.

At the time of signature, no supplier's confidential information identified for this agreement.

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

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

3. Modern Slavery, Child Labour and Inhumane Treatment

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

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

Joint Schedule 5 (Corporate Social Responsibility)

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- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.3 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;

- 4.1.4 record all disciplinary measures taken against Supplier Staff;
and
- 4.1.5 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

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

by individuals and by the Supplier Staff as a whole;

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

appropriate safeguards are taken to protect the workers' health and safety; and
 - 1.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 1.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

2. Sustainability

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

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

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance: Explain the 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 [CCS/Buyer] :		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default	[add] cause]		
Anticipated impact assessment:	[add] impact]		
Actual effect of 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 Default	[X] Working Days		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	

Joint Schedule 10 (Rectification Plan)

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Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add] reasons]		
Signed by [CCS/Buyer]		Date:	

Joint Schedule 11 (Processing Data)

Definitions

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

“Processor Personnel”	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
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Status of the Controller

2. 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:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “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.

Where one Party is Controller and the other Party its Processor

3. 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.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. 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:
- (a) a systematic description of the envisaged Processing and the purpose of the Processing;

- (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) 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 notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 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:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;

(d) not transfer Personal Data outside of the EU unless the prior written consent

Joint Schedule 11 (Processing Data)
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- (e) of the Controller has been obtained and the following conditions are fulfilled:
- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) 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
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
- (f) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) 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
 - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.

Joint Schedule 11 (Processing Data)

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9. 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 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - (a) the Controller with full details and copies of the complaint, communication or request; 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;
 - (b) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (c) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (d) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the Processing is not occasional;
 - (b) 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
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

Joint Schedule 11 (Processing Data)

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14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

Joint Schedule 11 (Processing Data)

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16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the 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 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. 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.
19. 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.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 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.
21. 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 the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. 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

Joint Schedule 11 (Processing Data)

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requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the 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.
25. 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 the Contract (**“Request Recipient”**):
 - (a) 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
 - (b) 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:
 - (i) 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
 - (ii) 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.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) 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.

Joint Schedule 11 (Processing Data)

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27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 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 18 to 28 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

A) Template

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

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are:
[REDACTED]
- 1.2 The contact details of the Supplier's Data Protection Team 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	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">● <i>[Insert the scope of Personal Data which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</i>● The categories of Personal Data may include Account Data and/or Usage Data, such as:<ul style="list-style-type: none">● <u>Full name</u>: First and last name● <u>Business contact information</u>: email address, phone number, office location; mailing/ billing address● <u>Professional information</u>: job title or role; Buyer (employer) name● <u>Other potential identifiers</u>:<ul style="list-style-type: none">○ IP address○ System username or User ID● <u>SAML/SSO</u>: Other information provided by Buyer through Security Assertion Markup Language when using single sign-on (SSO) technologies or provided by Buyer when creating users within the platform (if applicable) <p>The Supplier is Controller and the Relevant Authority is Processor</p>

	<p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 3 to paragraph 16 of the following Personal Data:</i></p> <ul style="list-style-type: none"> • <i>[Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</i> <p>The Parties are Joint Controllers</p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>[Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</i> <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> • <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i> • <i>[Insert the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</i> <ul style="list-style-type: none"> • <u>Full name</u>: First and last name • <u>Business contact information</u>: email address, phone number, office location; mailing/ billing address • <u>Professional information</u>: job title or role; Buyer (employer) name • <u>Other potential identifiers</u>: <ul style="list-style-type: none"> ○ IP address ○ System username or User ID <ul style="list-style-type: none"> • <u>SAML/SSO</u>: Other information provided by Buyer through Security Assertion Markup Language when using single
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Joint Schedule 11 (Processing Data)

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	<p>sign-on (SSO) technologies or provided by Buyer when creating users within the platform (if applicable)</p> <p>[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	<p>[Clearly set out the duration of the Processing including dates]</p> <p><i>The duration of Processing is for as long as reasonably necessary to meet obligations under the Order Form, Applicable Law, and/or Applicable Data Protection Law.</i></p>
Nature and purposes of the Processing	<p>[Please be as specific as possible, but make sure that you cover all intended purposes.]</p> <p><i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p> <p><i>The nature and the purpose of the processing and any transfer for Processing is to perform and deliver Cloudera Products and Services as set out in the Order Form.</i></p>
Type of Personal Data	<p>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</p> <p>The categories of Personal Data may include Account Data and/or Usage Data, such as:</p> <p>The categories of Buyer Personal Data may include:</p> <ul style="list-style-type: none"> ● <u>Full name</u>: First and last name ● <u>Business contact information</u>: email address, phone number, office location; mailing/ billing address ● <u>Professional information</u>: job title or role; Buyer (employer) name ● <u>Other potential identifiers</u>: <ul style="list-style-type: none"> ○ IP address ○ System username or User ID ● <u>SAML/SSO</u>: Other information provided by Buyer through Security Assertion Markup Language when using single sign-on (SSO) technologies or provided by Buyer when creating users within the platform (if applicable)

Joint Schedule 11 (Processing Data)

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Categories of Data Subject	<p><i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i></p> <p>The categories of Data Subjects may include:</p> <p>Buyer workforce members, employees, personnel, staff, contractors, consultants, and other users expressly authorized by Buyer to use Cloudera Products and Services</p>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<p><i>[Describe how long the data will be retained for, how it be returned or destroyed]</i></p> <ul style="list-style-type: none"> • Following termination or cessation of the Order Form and the end of the provision of Processing Buyer Personal Data, Cloudera shall, upon Buyer's written request, delete all Buyer Personal Data processed on Buyer's behalf or return all such data to Buyer and delete existing copies within thirty (30) days of said request. Cloudera shall provide certification of deletion upon Buyer's written request. Until Buyer Personal Data is deleted or returned, Cloudera shall continue to ensure compliance with this DPA. • Subject to the foregoing and absent documented instructions from Buyer, Cloudera shall, within thirty (30) days of the end of the Agreement, promptly and securely, delete and procure the deletion of all copies of Buyer Personal Data. • If Applicable Law requires storage of Buyer Personal Data or prohibits the return or deletion of such data, Cloudera will continue to ensure compliance with this DPA and will only Process the data to the extent and for as long as required under that law.

B) Framework Contract Personal Data Processing

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is the Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data.</p>

Joint Schedule 11 (Processing Data)

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Duration of the Processing	Up to five years after the expiry or termination of the Framework Contract
Nature and purposes of the Processing	To facilitate the fulfilment of the Supplier's obligations arising under this Framework Contract including <ol style="list-style-type: none">Ensuring effective communication between the Supplier and the Relevant AuthorityMaintaining full and accurate records of every Call-Off Contract arising under the Framework Contract in accordance with Core Terms Clause 15 (Record Keeping and Reporting)
Type of Personal Data	<p>Includes:</p> <ol style="list-style-type: none">Contact details of, and communications with, Relevant Authority staff concerned with management of the Framework ContractContact details of, and communications with, Buyer staff concerned with award and management of Order Call-Off Contracts awarded under the Framework Contract,Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Contract <p>Contact details, and communications with Supplier staff concerned with management of the Framework Contract</p>
Categories of Data Subject	<p>Includes:</p> <ol style="list-style-type: none">Relevant Authority staff concerned with management of the Framework ContractBuyer staff concerned with award and management of Call-Off Contracts awarded under Framework ContractSub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Contract <p>Supplier staff concerned with fulfilment of the Supplier's obligations arising under this Framework Contract</p>
Plan for return and destruction of the data once the Processing is complete	All relevant data to be deleted 5 years after the expiry or termination of this Framework Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder

UNLESS requirement under Union or Member State law to preserve that type of data	
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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 paragraphs 3-16 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 18-28 of Joint Schedule 11 (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 Relevant Authority:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- (b) 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;
- (c) 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;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and
- (e) 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/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

Joint Schedule 11 (Processing Data)

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1.3 Notwithstanding the terms of clause 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 Relevant Authority each undertake that they shall:

- (a) report to the other Party every 12 months on request on:
 - (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
 - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
 - (iii) 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;
 - (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
 - (v) 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 the Contract during that period;

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. 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;
- (e) request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential

Joint Schedule 11 (Processing Data)

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Information;

Joint Schedule 11 (Processing Data)

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- (f) 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;
 - (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;
 - (ii) 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; and
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
 - (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (i) 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 it holds; and
 - (j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.
- 2.2 Each Joint Controller shall use its reasonable 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

Joint Schedule 11 (Processing Data)

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- 3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:
- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
 - (b) all reasonable assistance, including:
 - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
 - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
 - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.
- 3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as 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 Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:
- (a) the nature of the Personal Data Breach;
 - (b) the nature of Personal Data affected;
 - (c) the categories and number of Data Subjects concerned;
 - (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
 - (e) measures taken or proposed to be taken to address the Personal Data

Joint Schedule 11 (Processing Data)

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Breach; and describe the likely consequences of the Personal Data Breach.

4. Audit

4.1 The Supplier shall permit:

- (a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority'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
- (b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority'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 the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

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

5. Impact Assessments

5.1 The Parties shall:

- (a) 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
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the 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 and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. Liabilities for Data Protection Breach

[Guidance: This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

- 7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:
- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority 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 Personal Data Breach;
 - (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
 - (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach 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 34 of the Core Terms (Resolving disputes).
- 7.2 If either the Relevant Authority 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 Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. 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 Personal Data Breach (the "Claim Losses"):

Joint Schedule 11 (Processing Data)

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- (a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
- (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
- (c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority 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 Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

8. Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

9. Sub-Processing

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

- (a) 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 the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) 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 a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its

compliance with Data Protection Legislation and its privacy policy.

Data Processing Addendum

This Data Processing Addendum (“DPA”) forms part of and supplements Joint Schedule 11, the Call Off Contract, Order form, subscription agreement, services agreement, or other written or electronic agreement (“Agreement”) between Cloudera, Inc., and Cloudera Affiliates, and Customer and any Customer Affiliates. By signing and entering into the Agreement or executing this DPA separately, this DPA is hereby incorporated into the Agreement and will become effective as of the date both Parties execute the Agreement. Where there is a conflict between the terms of Joint Schedule 11 and this DPA, Joint Schedule 11 shall prevail.

For the purposes of this DPA “Cloudera” shall have the same meaning as “Supplier” as set forth in RM6195, and “Customer” shall have the same meaning as “Buyer” as set forth in RM6195.

1. Definitions

1. Capitalized terms not otherwise defined in this DPA shall have the meanings ascribed to them in the Agreement.
2. The following terms, and their cognate words, shall have the same meaning as set forth and defined in and by Applicable Data Protection Law to the extent applicable:

“Business”; “Collect”; “Consent”; “Consumer”; “Controller”; “Data Subject”; “Personal Data”; “Personal Information”; “Process(es/ed)” or “Processing”; “Processor”; “Recipient”; “Sell”; “Sensitive Personal Data”; “Service Provider”; “Special categories of Personal Data”; and “Third Party”.

3. The following terms shall have the meanings set forth below and cognate terms shall be construed in accordance with these definitions and Applicable Data Protection Law:

“**Applicable Data Protection Law**” means all data protection and privacy laws, rules, and regulations (as may be amended, updated, superseded, or replaced from time to time) applicable to the Processing and protection of Personal Data under the Agreement and this DPA, including, among others, 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 (“GDPR”)), the United Kingdom Data Protection Act 2018, the Switzerland Federal Act on Data Protection (“FADP”) (and the revised FADP (“revFADP”), when in effect), the California Consumer Privacy Act of 2018, Canada’s Personal Information Protection and Electronic Documents Act, the Australia Privacy Act 1988, Singapore’s Personal Data Protection Act, and Brazil’s General Data Protection Law (Lei Geral de Proteção de Dados Pessoais), as well as any sectoral privacy-related laws and data breach notification laws.

“**Applicable Law**” means any law, rule, or regulation to which Cloudera or Customer is subject.

“Cloudera Products and Services” means Cloudera’s products and services to which Customer purchased, ordered, or subscribed under the terms of the Agreement or the Order Form.

“Customer Personal Data” means Personal Data submitted, transmitted, uploaded, stored, modified, or otherwise made available by the Customer to, for, or within Cloudera Products or Services for Processing by Cloudera on the Customer’s behalf.

“Data Protection Authority” means the relevant or competent government or public authority or regulator in charge of regulating the Processing of Customer Personal Data and enforcing Applicable Data Protection Law.

“Parties” means both Cloudera and Customer and any Affiliates of either party who are signatories to the Agreement and this DPA.

“Personal Data Breach” has the same definition as set forth in Applicable Data Protection Law. For purposes of clarity, a Personal Data Breach does not mean an unsuccessful attempt or event that does not result in a confirmed breach, or the significant probability of a breach, namely, an event that results in no unauthorized access to or disclosure of Customer Personal Data, including, but not limited to, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers), or similar incidents or network attacks.

“Restricted Data Transfer” means any transfer of Personal Data from the European Union (EU), the European Economic Area (EEA), Switzerland, or the United Kingdom (UK) to a third country outside of any of those regions, countries, or jurisdictions that does not ensure an adequate level of data protection (i.e., does not have an “adequacy decision”) according to the respective governmental authority, including any Data Protection Authority. A Restricted Data Transfer includes any transfer or onward transfer of Personal Data subject to the Applicable Data Protection Law in the EU, the EEA, Switzerland, or the UK to a third country that does not ensure an adequate level of data protection.

“Standard Contractual Clauses” means Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, which constitute appropriate safeguards for lawfully transferring Personal Data to a third country that does not have an adequacy decision (as defined in Applicable Data Protection Law).

“Sub-processor” means a third-party Processor engaged by Cloudera to Process Customer Personal Data on Customer’s behalf in accordance with Customer’s instructions to provide Cloudera Products and Services pursuant to the Agreement, this DPA, and the written subcontract.

2. DPA Purpose and Scope

1. Purpose and Scope

The purpose of this DPA is to ensure compliance with Applicable Data Protection Law in relation to the Processing of Personal Data under the Agreement. This DPA will govern the Processing of Customer Personal Data as specified in Exhibits II.A to II.C.

2. Compliance

Each Party shall comply with their respective obligations under Applicable Data Protection Law and under this DPA. Neither Party shall knowingly perform its respective obligations in a manner that causes the other Party to breach any of its own respective obligations.

3. Roles and Relationship of Parties

1. Cloudera as a Processor

With respect to the Processing of Customer Personal Data, Customer shall act either as a Controller or, if Customer is engaged in Processing activities on behalf of another Controller, then a Processor, and Cloudera shall act as a Processor.

2. Cloudera as a Controller

With respect to the Processing of Account Data and/or Usage Data, to the extent that such data includes Personal Data, Customer shall be an independent Controller and Cloudera shall be an independent Controller, not a joint controller with Customer. Cloudera shall Process such data in accordance with the Agreement, its Privacy Statement, and Applicable Data Protection Law.

3. Shared Responsibility

Cloudera and Customer shall implement and maintain appropriate technical and organizational measures to ensure that the Processing of Customer Personal Data complies with Applicable Data Protection Law, considering the nature, scope, context, and purposes of Processing, as well as the risks to Data Subjects' fundamental rights and freedoms.

4. Description of Processing

1. Description of Processing

The details of the Processing of Personal Data are specified in Exhibits II.A to II.C. Customer or Cloudera may make reasonable amendments to such exhibits by written notice to the other party from time to time as the Parties reasonably consider necessary to meet requirements of Applicable Data Protection Law or a Data Protection Authority's explicit guidance or direct mandate. Both Parties shall cooperate in good faith on amendments and must agree to any such amendments in writing and by signing them.

2. Restricted Data

As restricted by the Agreement, Customer shall not Process "personal health information" or "electronic protected health information" (as defined under the U.S. Health Insurance Portability and Accountability Act) or cardholder data (as defined and used in the Payment Card Industry Data Security Standard) in Cloudera Products and Services, unless the Parties have specifically agreed to such Processing pursuant to the terms of the Agreement and have entered into a separate addendum or agreement governing the Processing of such data.

3. Hosting and Processing Locations

If applicable based on the type of Cloudera Products and Services, Cloudera shall host Customer Personal Data in the region(s) offered by Cloudera and selected by Customer in the Agreement or Order Form. Cloudera shall not Process or transfer Customer Personal Data outside the region(s), except as authorized under Section 9 of this DPA and required by Applicable Law.

5. Customer Obligations

1. Lawful Processing

Customer shall be solely responsible for the legality, accuracy, and quality of Customer Personal Data it Processes in or has Processed by Cloudera Products and Services in accordance with Applicable Data Protection Law.

2. Access, Use, Disclosures, Sharing, and Transfers

Customer is solely responsible for managing its own users' access to, and use of, Customer Personal Data and for any transfer, sharing, or disclosure of such data by such users to third parties other than Cloudera.

3. Lawful Instructions

Customer shall at all relevant times remain duly and effectively authorized to give any instruction regarding the Processing of Customer Personal Data.

6. Cloudera Obligations

1. Instructions and Processing Purposes

- 1.** Cloudera shall Process Customer Personal Data only according to Customer's lawful and documented instructions, unless otherwise required to do so by Applicable Law to which Cloudera is subject. In this case, Cloudera shall, to the extent permitted by Applicable Law, inform Customer of that legal requirement before Processing.
- 2.** Cloudera shall not retain, use, or disclose Customer Personal Data obtained in the course of providing Cloudera Products and Services for any purpose except to Process such data for the specific and sole purpose of performing or delivering such products and services pursuant to the Agreement.
- 3.** Cloudera shall not Sell Customer Personal Data.
- 4.** Customer may give subsequent Processing instructions to Cloudera through the duration of the Agreement. These instructions shall be lawful, reasonable, and documented in written form and signed by both Parties.
- 5.** Cloudera shall immediately inform Customer if it is unable to follow Cloudera's instructions at any time throughout the duration of the Agreement.
- 6.** Cloudera shall immediately inform Customer if, in its opinion, Customer's instructions infringe Applicable Data Protection Law. However, Cloudera is not responsible for monitoring, reviewing, or otherwise ensuring the legality of Customer's instructions or for providing legal advice to Customer.

2. Duration of Processing

Cloudera shall Process Customer Personal Data for the duration of the Agreement, unless otherwise required to do so by Applicable Law.

3. Deletion or Return of Customer Personal Data

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1. Following termination or cessation of the Agreement and the end of the provision of Processing Customer Personal Data, Cloudera shall, upon Customer's written request, delete all Customer Personal Data processed on Customer's behalf or return all such data to Customer and delete existing copies within thirty (30) days of said request. Cloudera shall provide certification of deletion upon Customer's written request. Until Customer Personal Data is deleted or returned, Cloudera shall continue to ensure compliance with this DPA.
2. Subject to the foregoing and absent documented instructions from Customer, Cloudera shall, within thirty (30) days of the end of the Agreement, promptly and securely, delete and procure the deletion of all copies of Customer Personal Data.
3. If Applicable Law requires or permits storage of Customer Personal Data or prohibits the return or deletion of such data, Cloudera will continue to ensure compliance with this DPA and will only Process the data to the extent and for as long as required or permitted under that law.

4. Compliance Assistance

Taking into account the nature of Processing of Customer Personal Data and the information available to Cloudera, Cloudera shall provide reasonable assistance to Customer in ensuring compliance with the following obligations:

1. To carry out an assessment of the impact of the envisaged Processing operations on the protection of Customer Personal Data (i.e., a 'privacy impact assessment,' and/or a 'data protection impact assessment') where a type of Processing is likely to result in a high risk to the rights and freedoms of Data Subjects. To the extent permitted by Applicable Law, Customer shall reimburse Cloudera for expenses at standard professional service rates (prevailing at the time).
2. To consult a Data Protection Authority prior to Processing where a data protection impact assessment indicates that Processing would result in a high risk in the absence of measures taken by Customer to mitigate the risk. To the extent permitted by Applicable Law, Customer shall reimburse Cloudera for expenses at standard professional service rates (prevailing at the time).
3. To implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk to Data Subjects and Customer Personal Data.

7. Security of Processing

1. Technical and Organizational Measures

1. Cloudera and, also Customer during transmission or disclosure of Customer Personal Data, shall implement technical and organizational measures to ensure the security of Customer Personal Data, including protecting it against a Personal Data Breach. In assessing the appropriate level of security, the Parties shall take account of the state of the art, the costs of implementation, the nature, scope, context, and purposes of Processing, and the risks of varying likelihood and severity for Data Subjects' rights and freedoms.
2. Cloudera shall at least implement the technical and organizational measures specified in Exhibit III of this DPA to ensure the security of Customer Personal

Data and Customer agrees that such measures are reasonable and appropriate. Cloudera shall not materially decrease the overall level of data security during the term of the Agreement.

2. Access and Confidentiality

1. Cloudera shall grant access to Customer Personal Data undergoing Processing to members of its personnel only to the extent strictly necessary for implementing, managing, monitoring, and otherwise fulfilling Customer's instructions and the terms of this DPA and the Agreement.
2. Cloudera shall take steps to ensure that any person acting under its authority who has access to Customer Personal Data only Processes such data according to Customer's instructions and in accordance with this DPA.
3. Cloudera shall ensure that persons authorized to Process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or professional obligation of confidentiality and that they have undergone appropriate information security training.

8. Sub-processors

1. General Authorization

1. Cloudera has Customer's general authorization for the engagement of Sub-processors specified in Exhibit IV.
2. Customer agrees and authorizes Cloudera to disclose, transmit, or otherwise provide access to Customer Personal Data to Cloudera Affiliates, as specified in Exhibit IV, to perform and/or deliver Cloudera Products and Services to Customer in accordance with the Agreement.

2. Sub-processor Change Notice and Objection

Cloudera shall inform Customer in writing of any intended changes to the Sub-processor list through the addition or replacement of any Sub-processor at least fifteen (15) business days in advance, thereby giving Customer sufficient time to be able to object to such changes prior to the engagement of the concerned Sub-processor(s). Cloudera shall provide Customer with the information necessary to enable it to exercise the right to object. Customer shall sign up for notifications by following the instructions available at <https://www.cloudera.com/legal/subprocessors.html>.

1. If Customer notifies Cloudera in writing of any objection, based on reasonable grounds, to the proposed changes, within fifteen (15) business days of receipt of Cloudera's notice:
 1. Cloudera shall work with Customer in good faith to make available a commercially reasonable change in the provision of Cloudera Products and Services which avoids the use of that proposed Sub-processor;
 2. Cloudera may decide to carry on providing Cloudera Products and Services to Customer without the use of the proposed Sub-processor; or

3. Where a suitable alternative or resolution cannot be made within thirty (30) calendar days from Cloudera's receipt of Customer's notice of objection, notwithstanding anything in the Agreement, Customer may by written notice to Cloudera with immediate effect terminate the portion of the Agreement that relates to Cloudera Products and Services which require the use of the proposed Sub-processor. If the foregoing is not possible, the Parties shall cooperate in good faith to agree on a suitable resolution with respect to the continuation of the Agreement.

3. Emergency Replacement

Cloudera may replace a Sub-processor if the need for the replacement is urgent and necessary to continue to provide Cloudera Products and Services and the reason for the change is beyond Cloudera's commercially reasonable control. In such a case, Cloudera shall notify Customer of the replacement as soon as reasonably practicable, and Customer shall retain the right to object to the replacement Sub-processor pursuant to section 8.2 of this DPA.

4. Sub-processor Contract and Cloudera Responsibilities

1. Before engaging a Sub-processor, Cloudera shall ensure that the Sub-processor has implemented appropriate technical and organizational measures to provide the level of data protection required by this DPA and in such a manner that the Processing will meet the requirements of Applicable Data Protection Law.
2. Where Cloudera engages a Sub-processor for carrying out specific Processing activities on Customer's behalf, Cloudera shall do so by way of a contract which imposes on Sub-processor, in substance, the same data protection obligations as the ones imposed on Cloudera in this DPA.
3. Cloudera shall ensure that the Sub-processor complies with the data protection obligations to which it is subject. Cloudera shall remain fully responsible and liable to Customer for the performance of the Sub-processor's data protection obligations in accordance with its contract.
4. At Customer's request, Cloudera shall provide a copy of the Sub-processor contract. To the extent necessary to protect business secrets or other confidential information, including Personal Data, Cloudera may redact the text of the Sub-processor contract prior to sharing the copy with Customer.

9. International Personal Data Transfers

1. Customer Cross-Border Personal Data Transfer

For any Processing of Customer Personal Data that involves the Restricted Data Transfer(s) by Customer to Cloudera, the Parties shall ensure compliance with Applicable Data Protection Law by using a lawful transfer mechanism under such law. Where applicable and required by Applicable Data Protection Law, the Parties shall enter into the Standard Contractual Clauses ("SCCs"), provided that the conditions for the use of those SCCs are met and that any required modifications to such SCCs are made, as set forth in Exhibit V through Exhibit VII of this DPA.

2. Cloudera Cross-Border Personal Data Transfer (Onward Transfers)

1. Customer instructs, permits, and otherwise authorizes Cloudera to transfer Customer Personal Data to any country, jurisdiction, or territory (i.e., an “Onward Transfer”) as reasonably necessary to provide Cloudera Products and Services and consistent with the Agreement or to fulfill a specific requirement under Applicable Law.
2. Any Onward Transfer of Customer Personal Data by Cloudera to a third party (such as to an Affiliate or a Sub-processor) for carrying out specific Processing activities on Customer’s behalf shall comply with Applicable Data Protection Law, including any conditions for data transfers, such as the requirement for a lawful transfer mechanism.

10. Data Subjects

1. Data Subject Request Notification

Where Cloudera acts as a Processor, Cloudera shall promptly notify Customer of any request it has received from a Data Subject. Cloudera shall not respond to the request itself, unless Customer authorizes it to do so in documented instructions.

2. Data Subject Rights Request Assistance

To the extent Customer is unable through its use of Cloudera Products and Services to address a particular Data Subject request, Cloudera shall provide reasonable assistance to Customer in fulfilling Customer’s obligations to respond to the Data Subject’s request, taking into account the nature of the Processing and the information available to Cloudera, and according to Customer’s documented instructions. To the extent permitted by Applicable Law, Customer shall reimburse Cloudera for reasonable expenses at standard professional service rates (prevailing at the time).

11. Personal Data Breach

1. Data Breach Response

In the event of a confirmed Personal Data Breach concerning Customer Personal Data Processed by Cloudera, Cloudera shall take appropriate measures to address the breach, including measures to mitigate its adverse effects.

2. Data Breach Notification

Cloudera shall notify Customer without undue delay after Cloudera has become aware of a confirmed Personal Data Breach of Customer Personal Data. The notification shall contain, at a minimum, the following information:

1. A description of the nature of the breach (including, where possible, the categories and approximate number of Data Subjects and records concerned);
2. The details of a contact point where or from whom Customer can obtain more information about the breach; and
3. The breach’s likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, Cloudera is unable to provide all this information at the same time, the initial notification shall contain the information then available and Cloudera shall, as further information becomes available, subsequently provide that information without undue delay.

3. Data Breach Assistance

In the event of a confirmed Personal Data Breach concerning Customer Personal Data Processed by Cloudera and caused by Cloudera, Cloudera shall cooperate with and assist Customer for Customer to comply with its obligations under Applicable Data Protection Law, as well as take reasonable steps to assist in the investigation, mitigation, notification, and remediation of the breach. Cloudera will provide such assistance, taking into account the nature of Processing and the information available to Cloudera.

4. Public Notification Prohibition

Cloudera shall not make any public announcement or publish or otherwise disclose or broadcast any notice or information about a Personal Data Breach of Customer Personal Data without Customer's written authorization, unless legally required to do so under Applicable Law.

5. No Fault or Liability

Cloudera's obligation to report the Personal Data Breach shall not be construed as an acknowledgement by Cloudera of any fault or liability with respect to the breach.

12. Government or Law Enforcement Request for Customer Personal Data

If Cloudera receives a legally binding request, demand, or other order from a government (including judicial) or law enforcement authority for the disclosure of Customer Personal Data subject to this DPA, Cloudera shall inform the requesting entity to submit the request to Customer. If Cloudera is unable to redirect the request to Customer, then Cloudera shall, to the extent permitted by Applicable Law that governs the request, promptly notify Customer of the request and provide as much relevant information known about it to enable Customer to pursue a legal remedy.

13. Documentation and Compliance

1. DPA Compliance

Cloudera and Customer shall be able to demonstrate compliance with this DPA.

2. Inquiries

Cloudera shall deal promptly and adequately with reasonable inquiries from Customer about the Processing of Customer Personal Data pursuant to this DPA.

3. Compliance Information

Upon Customer's request, no more than once per calendar year, Cloudera shall provide to Customer (on a confidential basis) all information available to Cloudera and reasonably necessary to demonstrate Cloudera's compliance with this DPA.

4. Audits

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1. In deciding on a review, inspection, or an audit, Customer shall first consider and review relevant certifications or audit reports (e.g., an ISO 27001 certificate or a SOC 2 Type II Report) held by Cloudera, which shall be provided upon request (on a confidential basis) once per calendar year.
2. To the extent that the information provided pursuant to section 13.3 and 13.4.1. of this DPA is not sufficient to establish Cloudera's compliance with this DPA, Customer may request to audit Cloudera's Processing of Customer Personal Data under this DPA at Customer's expense. Customer shall make the audit request by providing advance notice of no less than sixty (60) days to Cloudera and submitting an audit plan. Where applicable, Cloudera will provide written responses to questionnaires to the extent the requested information is necessary to confirm Cloudera's compliance with this DPA. However, if the requested information is addressed in Cloudera's certifications or audit reports issued within the 12-month period prior to Customer's request and Cloudera confirms that there have been no material changes in the interim relevant to Customer's request, Customer agrees to accept such certifications or reports in lieu of a written response.
3. Cloudera shall permit and contribute to audits of the Processing of Customer Personal Data under this DPA, at reasonable intervals, but not more than once per calendar year (meaning no less than twelve months from the date of any prior audit by Customer), or more than once annually if (a) Cloudera is responsible for a Personal Data Breach of Customer Personal Data, or (b) the audit is required by Applicable Data Protection Law or mandated by a Data Protection Authority.
4. Customer may choose to conduct the audit itself or appoint an external auditor. If Customer appoints an external auditor, then Customer shall ensure that the auditor is an independent, accredited third-party audit firm and qualified to conduct the type of audit requested. Cloudera may in good faith reject the proposed external auditor if Cloudera reasonably determines that the auditor is unqualified per the foregoing criteria or is a competitor of Cloudera. In the case of such an objection, Customer must appoint a different auditor. The auditor shall be subject to confidentiality obligations, including a non-disclosure agreement.
5. The audit shall be performed according to ISO 27001 standards or substantially equivalent industry standards.
6. Prior to the commencement of an audit, the Parties shall cooperate in good faith to mutually agree on the audit plan, including the scope, subject matter, requirements, cost, timing, and duration. Nothing in this DPA shall be construed to require Cloudera to furnish more information about Sub-processors in connection with such audits than such Sub-processors make generally available to their customers. Nothing in this Section 13.4 shall require Cloudera to breach any duties of confidentiality.
7. Customer shall reimburse Cloudera for the costs expended by Cloudera in connection with any audits under this Section 13.4. at Cloudera's standard professional services rates (prevailing at the time). All reimbursement rates shall be reasonable, taking into account the time, costs, and resources expended by Cloudera. Customer shall be responsible for any and all fees charged by an external auditor, if applicable.

8. Customer shall use best efforts to ensure that the audit minimizes any damage, injury, or disruption to Cloudera's operations, premises, equipment, personnel, and business. Audits shall take place during Cloudera's normal business hours. An auditor must provide reasonable evidence of identity and authority to access Cloudera's information and information systems.
9. Customer or the auditor shall not access (a) any data of any other Cloudera customer; (b) Cloudera's internal accounting or financial information; (c) any trade secret of Cloudera; and (d) any information that, in Cloudera's reasonable opinion, could (i) compromise the security, confidentiality, integrity, or availability of Cloudera's systems, operations, or premises, or (ii) cause Cloudera to breach any obligation under Applicable Law or any contractual obligation.
10. Customer shall promptly notify Cloudera of any non-compliance discovered during the audit and provide Cloudera any audit reports. The results of the audit shall be the Confidential Information of Cloudera. Customer may use the audit reports only for the purposes of meeting Customer's regulatory audit requirements and confirming Cloudera's compliance with this DPA. Customer shall not disclose the audit reports or results to any third party without Cloudera's prior express written authorization, unless otherwise permitted according to the confidentiality obligations in place between Cloudera and Customer.

5. Data Protection Authority

The Parties shall make the audit reports or results referred to in Section 13.4 available to the Data Protection Authority on request.

14. Non-Compliance and Termination

1. Non-Compliance

1. Cloudera shall promptly inform Customer in case it is unable to comply with this DPA for whatever reason.
2. If Cloudera is in breach of this DPA or unable to comply with its obligations under this DPA, Customer may instruct Cloudera to suspend the Processing of Customer Personal Data until Cloudera complies with the DPA or the Agreement is terminated.

2. Customer Termination

Customer shall be entitled to terminate the Agreement only insofar as and to the extent that it concerns Processing of Customer Personal Data under this DPA if:

1. Customer has suspended the Processing of Customer Personal Data by Cloudera pursuant to 14.1 and if Cloudera does not restore compliance with this DPA within a reasonable time and no later than thirty (30) days following suspension;
2. Cloudera is in substantial or persistent breach of this DPA based on documented evidence; or
3. Cloudera fails to comply with a binding decision of an independent competent court or a Data Protection Authority regarding its obligations under this DPA.

3. Cloudera Termination

Cloudera shall be entitled to terminate the Agreement insofar as it concerns Processing of Customer Personal Data under this DPA if:

1. Customer is in breach of its obligations under section 5 of this DPA;
2. after having informed Customer that Customer's instructions regarding Processing of Customer Personal Data infringe Applicable Data Protection Law (in accordance with subsection 6.1.6.), Customer insists on compliance with its instructions; or
3. Cloudera determines that Customer is in substantial or persistent breach of this DPA or the Agreement, including where Customer has unlawfully collected or Processed Customer Personal Data by using Cloudera Products and Services.

4. DPA Term and Termination

1. This DPA will terminate when Cloudera no longer has custody, control, or possession of, or otherwise Processes, Customer Personal Data.

15. General Terms

1. Customer Affiliates

1. Customer Affiliates have the rights as set forth in this DPA. However, Customer Affiliates who are not signatories to the Agreement do not obtain any rights under the Agreement by virtue of this DPA.
2. Customer agrees that, in the case of exercising any right under this DPA or any dispute related to this DPA, Customer shall act on behalf of each Customer Affiliate and be the sole point of contact for any issues related to this DPA. For the purpose of clarification, Customer Affiliates shall not individually exercise a right or bring a dispute with respect to this DPA.

2. Governing Law

This DPA and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated in the Agreement.

3. Jurisdiction

Cloudera and Customer submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims arising under this DPA, including disputes regarding its existence, validity, or termination or the consequences of its nullity.

4. Hierarchy

In the event of a contradiction or conflict with respect to the Processing of Customer Personal Data between this DPA and related agreements between Cloudera and Customer, this DPA shall prevail, except where explicitly agreed otherwise in writing and signed by both Parties. In the event of any conflict or inconsistency between this DPA and the SCCs, if applicable, the SCCs shall prevail.

5. Changes in Applicable Data Protection Law and DPA Amendments

Joint Schedule 11 (Processing Data)

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Cloudera or Customer may propose in a written notice, from time to time, amendments to this DPA, including for a lawful international data transfer mechanism, which a Party reasonably considers to be necessary to comply with Applicable Data Protection Law or a Data Protection Authority's explicit guidance or direct mandate.

Upon receipt of such notice, Cloudera and Customer shall cooperate and negotiate in good faith with a view to agreeing and implementing the proposed amendments or alternatives, if appropriate, as soon as is reasonably practicable. The Parties shall not unreasonably withhold or delay agreement to any consequential variations to this DPA that places a Party at risk of infringing Applicable Data Protection Law.

6. Severance

Should an independent competent court within a country, jurisdiction, or territory in which the Parties are subject to Applicable Data Protection Law deem any provision of this DPA to be invalid or unenforceable, then the remainder of the DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (a) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible; or (b), if this is not possible, construed in a manner as if the invalid or unenforceable part had never been contained therein.

7. Liability

Each Party's (and each of its Affiliate's) liability, taken together in the aggregate, arising out of or related to this DPA, including without limitation under the SCCs, whether in contract, tort, or under any other theory of liability, is subject to the limitations and exclusions of liability under the Agreement, and any reference in such section(s) to the liability of a Party means the aggregate liability of that Party and all of its Affiliates under the Agreement, this DPA, and the SCCs together.

Signatories to the DPA

Customer

Signature: As signed in the Agreement

Name: As set forth in the Agreement

Title: As set forth in the Agreement

Date: As dated in the Agreement

Cloudera, Inc.

Signature: As signed in the Agreement

Name: As set forth in the Agreement

Title: As set forth in the Agreement

Date: As dated in the Agreement

Exhibit I - List of Parties

Customer

Address: As set forth in the Agreement or Order Form

Data Protection Officer (or comparable role):

Name: As set forth in the Agreement or Order Form

Position: As set forth in the Agreement or Order Form

Contact details: As set forth in the Agreement or Order Form

Activities relevant to the Personal Data Processed and/or transferred: To receive and obtain the performance and delivery of Cloudera Products and Services as set forth in the Agreement and this DPA.

Cloudera, Inc.

Address: 5470 Great America Pkwy, Santa Clara, CA 95054 USA

Data Protection Officer (or comparable role):

Name:

Position:

Contact details:

Activities relevant to the Personal Data Processed and/or transferred: To perform and deliver Cloudera Products and Services as set forth in the Agreement and this DPA.

Exhibit II.A - Description of the Processing

Exhibit II.A applies where Customer and Cloudera each act as a separate and independent Controller of Personal Data.

Categories of Data Subjects whose Personal Data is Processed

The categories of Data Subjects may include:

- Customer workforce members, employees, personnel, staff, contractors, consultants, and other authorized users of Cloudera Product and Services.

Categories of Personal Data Processed

The categories of Personal Data may include Account Data and/or Usage Data, such as:

- Full name: First and last name
- Business contact information: email address, phone number, office location; mailing/billing address
- Professional information: job title or role; customer (employer) name
- Other potential identifiers:
 - IP address
 - System username or User ID

Categories of Sensitive Personal Data Processed

None.

Frequency of the Processing

Continuous or as reasonably necessary to carry out business activities.

Nature and Purpose of the Processing

To carry out necessary business and operational activities, including, but not limited to, contract and customer relationship management; activities to improve, enhance, and/or upgrade products and services; activities to monitor, maintain, verify, and ensure the health, quality, and performance of products and services; internal auditing, research, and development; debugging to identify and repair errors that impair existing intended functionality; detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity.

Duration of Processing

The duration of Processing is for as long as reasonably necessary to meet obligations under the Agreement, Applicable Law, and/or Applicable Data Protection Law.

Data Retention Period

The retention period is for as long as reasonably necessary to meet obligations under the Agreement, Applicable Law, and/or Applicable Data Protection Law. Further details are set forth in Cloudera's policies [here](https://www.cloudera.com/legal/policies.html) (<https://www.cloudera.com/legal/policies.html>).

Exhibit II.B - Description of the Processing

Exhibit II.B applies where Customer is the Controller and Cloudera is the Processor of Customer Personal Data for the provision of Cloudera Products and Services that may include the on-premise offering (private cloud), Platform as a Service (PaaS) (public cloud), technical support, professional services, and other offerings that are not Software as a Service.

Categories of Data Subjects whose Personal Data is Processed

The categories of Data Subjects may include:

- Customer workforce members, employees, personnel, staff, contractors, consultants, and other users expressly authorized by Customer to use Cloudera Products and Services

Categories of Customer Personal Data Processed

The categories of Customer Personal Data may include:

- Full name: First and last name
- Business contact information: email address, phone number, office location; mailing/billing address
- Professional information: job title or role; customer (employer) name
- Other potential identifiers:
 - IP address
 - System username or User ID
- SAML/SSO: Other information provided by Customer through Security Assertion Markup Language when using single sign-on (SSO) technologies or provided by Customer when creating users within the platform (if applicable)

Categories of Sensitive Personal Data Processed

None.

Frequency of the Processing

Continuous or as otherwise necessary to perform and deliver Cloudera Products and Services.

Nature and Purpose of the Processing

The nature and the purpose of the Processing and any transfer is to perform and deliver Cloudera Products and Services as set out in the Agreement.

Duration of Processing

The duration of Processing is for the duration of the Agreement.

Data Retention Period

The retention period is set forth in Section 6.3 of this DPA.

Sub-processors

- The Sub-processors and the nature and purposes of their processing are set forth in Exhibit IV of this DPA. The duration of Processing is for the duration of the Agreement.

Exhibit II.C - Description of the Processing

Exhibit II.C applies where Customer is the Controller and Cloudera is the Processor of Customer Personal Data for the provision of Cloudera Products and Services that include Software as a Service (SaaS) and may include technical support and professional services.

Categories of Data Subjects whose Personal Data is Processed

Customer solely determines the categories of Data Subjects Processed and/or transferred. Cloudera will be generally unaware of the types of or details of any such Data Subjects. The categories may include:

- Customer workforce members, employees, personnel, staff, contractors, and consultants
- Customer's clients, Consumers, customers, end-users, prospects, suppliers, vendors, job applicants, visitors, partners, and others as determined by Customer
- Other Data Subjects, as solely determined by Customer

Categories of Customer Personal Data Processed

Customer solely determines the categories of Customer Personal Data Processed and/or transferred. Cloudera will be generally unaware of the types of or details of any such data. The categories may include:

- Full name: First and last name
- Business contact information: email address, phone number, office location; mailing/billing address
- Professional information: job title or role; customer (employer) name
- Other identifiers:
 - IP address
 - System username or User ID
- SAML/SSO: Other information provided by Customer through Security Assertion Markup Language when using single sign-on (SSO) technologies or provided by Customer when creating users within the platform (if applicable)
- Other Personal Data: As solely determined by Customer

Categories of Sensitive Personal Data Processed

Customer solely determines the categories of Sensitive Personal Data Processed and/or transferred. Cloudera will be generally unaware of the types of or details of any such data.

Frequency of the Processing

Continuous or as otherwise solely determined by Customer.

Nature and Purpose of the Processing

The nature and the purpose of the processing and any transfer for Processing is to perform and deliver Cloudera Products and Services as set out in the Agreement.

Duration of Processing

The duration of Processing is for the duration of the Agreement.

Data Retention Period

The retention period of Personal Data is set forth in provision 6.3 of this DPA.

Sub-processors

- The sub-processors and the nature and purposes of their processing are set forth in Exhibit IV of this DPA. The duration of Processing is for the duration of the Agreement.
- Exhibit III - Technical and Organizational Data Security Measures

Cloudera's Relevant Information Security-related Certifications

- ISO/IEC 27001:2013 Certificate for Information technology — Security techniques — Information security management systems — Requirements
- SOC 2 Type 2 Report on Controls at a Service Organization
- UK Cyber Essentials (cert. No. IASME-CE-040382) and Cyber Essentials Plus (cert. No. IASME-CEP-009475)

Encryption

- Encryption at rest and in transit.
- Defined cryptography standards.
- Encryption key management policy.

Confidentiality, integrity, availability, and resilience

- Only Cloudera's authorized staff can grant, modify, or revoke access to an information system that uses or houses Customer Personal Data. Cloudera's user administration procedures define user roles and their privileges, how access is granted, changed, and terminated; address appropriate segregation of duties; and define the logging/monitoring requirements and mechanisms.
- Commercially reasonable physical and electronic security to create and protect passwords.
- Acceptable use policy.
- Maintenance of network security using commercially available equipment and industry standard techniques, including firewalls, intrusion detection systems, access control lists, and routing protocols.
- Antivirus software, patch management, and laptop disk encryption
- User access management procedures to help prevent and protect Cloudera's internal and client data from unauthorized access.

Ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

- Incident management policy and incident management procedures.
- Business continuity and disaster recovery plans, which Cloudera reviews, tests, and updates on a regular basis.

Testing, assessing, and evaluating the effectiveness of technical and organizational measures

- Risk assessment policy to understand, identify, manage, and report risks to fulfill regulatory responsibilities.
- Internal audit and management review policy to ensure periodic internal audits and

Joint Schedule 11 (Processing Data)

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continuous monitoring to help support Cloudera's ISMS in accordance with ISO 27001 and minimize risks.

- Continual improvement policy to improve the suitability, adequacy, and effectiveness of Cloudera's Information Security Management System through regular reviews.

User identification and authorization

All personnel are assigned unique user-IDs.

- Password policies enforced for internal and external systems.
- Access to information systems and data based on the "least privilege" approach and employees' roles (role-based access).

Physical security

- Commercially reasonable security systems at all physical sites at which an information system that uses or houses Customer Personal Data is located.
- Physical access control for all data centers. Unauthorized access is prohibited to the data center through 24x7 onsite staff, and security camera monitoring. Data Center physical security is audited by an independent firm.
- Surveillance camera on the entry door is installed and security monitoring by building management is implemented.

Events logging

- Event logs recording user activities, exceptions, faults, and information security events are produced and kept and regularly reviewed.

System configuration

- Wireless network policy.

IT and IT security governance and management

- Information Security Management System to enable Cloudera to establish, implement, operate, monitor, review, maintain and improve information security.
- Information Security policy for cloud services to ensure that Cloudera systems running in the cloud that provide services to its customers or support internal business processes satisfy information security principles and pass a minimum set of security requirements.
- Change management policy.
- Software development and maintenance policy to ensure, among other things, that information security is an integral part of the application software, system software, products and/or services during its entire lifecycle.
- Vulnerability management procedures to identify, assess, and remediate any suspected vulnerabilities or weaknesses within Cloudera devices to prevent any potential attacks that may lead to a security or business risk.

Limited data retention

- Data and records retention policies.

Accountability

- Information security and privacy program.
- Compliance policy and information security policy enforced to protect information assets and systems, as well as confidential customer data.

Joint Schedule 11 (Processing Data)

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- Information security awareness program and policy to train personnel about their security obligations and how to prevent, detect, and mitigate security threats. The program includes training about data classification obligations; physical security controls; security practices and security incident reporting.
- Vendor security policy and vendor security procedures to ensure vendors comply with legal requirements and protect the confidentiality, integrity, and availability of data.
- Background checks conducted on personnel before hiring.

Exhibit IV - List of Sub-processors

Sub-processors

The Sub-processors engaged or involved in the performance and delivery of Cloudera Products and Services depend on which products and/or services the Customer selected as set out in the Agreement.

The list Sub-processors is available at <https://www.cloudera.com/legal/subprocessors.html>

Cloudera Affiliates

The Cloudera Affiliates engaged or involved in the performance and delivery of Cloudera Products and Services depend on the Customer's jurisdiction, the products and/or services selected by Customer as set out in the Agreement or Order Form, and any other contractual arrangements made by Customer and Cloudera.

The list Affiliates is available at <https://www.cloudera.com/legal/subprocessors.html>

Exhibit V - EU Standard Contractual Clauses

By entering into and signing this DPA or the Agreement referencing and incorporating this DPA, the Parties are hereby executing, and incorporating, the European Commission Standard Contractual Clauses (“EU SCCs”) as a legally binding contract, if applicable. Where applicable, the Parties agree to enter into the EU SCCs for both **MODULE ONE: Transfer controller to controller**, **MODULE TWO: Transfer controller to processor**, and **MODULE THREE: Transfer processor to processor** as follows:

1. For Module One, Module Two, and Module Three, Customer shall be the data exporter and Cloudera shall be the data importer.
2. The optional Clause 7 [Docking Clause] shall apply.
3. For Clause 8.5 of Module Two and Module Three, Cloudera will supply the certificate of deletion only upon Customer’s written request.
4. For Clause 8.3 of Module Two and Clauses 8.6(a) and 10(b) of both Module Two and Three, the technical and organizational measures are specified in Exhibit III of this DPA.
5. For Clause 8.9(c) and (d) of Module Two and for Clause 8.9(d) and (f) of Module Three, section 13.4 of this DPA shall apply.
6. For Clause 9(a) [Use of sub-processors] of Module Two and Module Three:
 - a. OPTION 2: General Written Authorisation shall apply; and
 - b. Cloudera shall specifically inform Customer of any intended changes to the list of sub-processors at least fifteen (15) business days in advance.
7. The optional provision in Clause 11(a) [Redress] shall NOT apply.
8. For Clause 12, the Parties hereby acknowledge and agree that any direct claims brought under the EU SCCs shall be subject to any applicable aggregate limitations on liability set out in the Agreement. Nothing in this DPA shall be construed as a limitation or exclusion of a Party’s liability toward a data subject for a breach of the EU SCCs.
9. For Clause 16(d), Cloudera will supply the certificate of deletion only upon Customer’s written request.
10. For Clause 17 [Governing Law], the laws of the Republic of Ireland shall govern the EU SCCs.
11. For Clause 18(b) [Choice of forum and jurisdiction], the courts of the Republic of Ireland shall resolve any disputes arising from these SCCs.
12. For Annex I.A, the List of Parties is set forth in Exhibit I of this DPA, subject to the following conditions:
 - . Module One: Customer and Cloudera shall each be separate and independent Controllers.
 - a. Module Two: Customer shall be the Controller and Cloudera shall be the Processor.

Joint Schedule 11 (Processing Data)

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b. Module Three: Customer shall be the Processor and Cloudera shall be the Processor (i.e., Sub-Processor).

13. For Annex I.B, the Description of Transfer is as follows:

. Module One: The description is set forth in Exhibit II.A of this DPA.

a. Module Two and Module Three:

i. The description for on premise software, PaaS, technical support, and professional services is set forth in Exhibit II.B of this DPA.

ii. The description for SaaS, technical support, and professional services is set forth in Exhibit II.C of this DPA.

14. For Annex I.C, the Competent Supervisory Authority is the Data Protection Commission of Ireland.

15. For Annex II, the Technical and Organisational Measures are set forth in Exhibit III of this DPA.

16. For Annex III, the List of Sub-processors for Module Two and Module Three is not applicable because of general authorization per Clause 9(a) (Option 2). However, the list of Sub-processors is set forth in Exhibit IV of this DPA.

17. Exhibit VI - UK International Data Transfer Addendum

With respect to any transfer of Personal Data, including Customer Personal Data, outside of the United Kingdom ("UK") or of Personal Data subject to UK data protection legislation to a third country (without an adequacy decision or its equivalent), the Parties agree that the UK International Data Transfer Addendum ("IDTA") to the EU Commission Standard Contractual Clauses ("EU SCCs") (Version B1.0) issued by the UK Information Commissioner for Parties making Restricted Transfers (as may be amended, updated, or superseded from time to time) shall apply to the EU SCCs in Exhibit V of this DPA as follows:

Part 1:

1. Table 1: Parties

a. The Start Date is the date of the last signature of the Parties on this DPA or the Agreement.

b. The Parties are set forth in Annex I.A of the EU SCCs to which this IDTA is appended.

2. Table 2: Selected SCCs, Modules and Selected Clauses

. Addendum EU SCCs

i. The version of the Approved EU SCCs to which this IDTA is appended, including the Appendix Information, applies.

3. Table 3: Appendix Information

. Annex 1A: List of Parties

. The Parties are set forth in Annex I.A of the EU SCCs to which this IDTA is appended.

Joint Schedule 11 (Processing Data)

Crown Copyright 2018

a. Annex 1B: Description of Transfer

.The Description of the Transfer is as set forth in Annex I.B of the EU SCCs to which this IDTA is appended.

b. Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data

.The technical and organisational measures are set forth in Annex II of the EU SCCs to which this IDTA is appended.

c. Annex III: List of Sub-processors:

.Not applicable, but set forth in Exhibit IV of this DPA.

4. Table 4: Ending this Addendum when the Approved Addendum Changes:

. The Exporter and Importer may end this IDTA as set out in Section 19 of the IDTA.

Part 2:

1. Part 2: Mandatory Clauses of the IDTA is incorporated herein by reference.
2. Alternative Part 2 Mandatory Clauses does not apply. By entering into this DPA with the EU SCCs in Exhibit V, the Parties are hereby entering into and signing the UK IDTA as a legally binding contract.

Exhibit VIII - Supplementary Measures

Where Exhibit V, and/or VI of this DPA apply/ies, Cloudera shall adopt the following Supplementary Measures, which are based on the European Data Protection Board's guidance set forth in its [Recommendations 01/2020 on measures that supplement transfer tools to ensure compliance with the EU level of protection of personal data](#). These measures supplement and do not otherwise modify the measures set forth in Exhibit III of this DPA.

1. Cloudera commits to reviewing, under the law of the country of destination of transferred Customer Personal Data, the legality of any order to disclose such data, notably whether it remains within the powers granted to the requesting public authority, and to challenge the order if, after a careful assessment, it concludes that there are reasonable grounds under the law of the country of destination to do so.
 1. When challenging an order, Cloudera will seek reasonable interim measures to suspend the effects of the order until the court has decided on the merits.
 2. Cloudera will not disclose Customer Personal Data requested until required to do so under the applicable procedural rules.
 3. Cloudera will provide the minimum amount of Customer Personal Data permissible when responding to the order, based on a reasonable interpretation of the order.
2. In response to an order to disclose Customer Personal Data, Cloudera will inform the requesting public authority of the incompatibility of the order with the safeguards contained in the SCCs and the resulting conflict of obligations Cloudera has to the extent possible under applicable law and the order.
 1. Cloudera will notify simultaneously, as soon as possible, Customer, insofar as possible under the third country order and applicable law.
3. Cloudera documents and records the requests for access to Customer Personal Data received from public authorities, if any, and the response provided, alongside the legal reasoning and the actors involved.
 1. Customer may view Cloudera's [Transparency Report](https://www.cloudera.com/products/trust-center/transparency-report.html), available at <https://www.cloudera.com/products/trust-center/transparency-report.html>.
4. Cloudera certifies that (1) it has not purposefully created back doors or similar programming that could be used to access its systems and/or Customer Personal Data by public authorities; (2) it has not purposefully created or changed its business processes in a manner that facilitates access to Customer Personal Data or its systems by public authorities; and (3) that national law in the countries in which it Processes Customer Personal Data does not require it to create or maintain back doors or to facilitate access to Customer Personal Data or its systems or for it to be in possession or to hand over the encryption key(s).

Call-Off Schedule 5 (Pricing Details)

Total Charges - £5,786,976.80

Payment Schedule:

Supplier will invoice Buyer the applicable Charges as described in this Section on execution of this Order Form. Charges are due to Supplier within thirty (30) days of the date of Supplier's invoice.

REDACTED DUE TO SENSITIVE INFORMATION

Call-Off Schedule 15 (Call-Off Contract Management)

1. DEFINITIONS

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

"Operational Board" the board established in accordance with paragraph 4.1 of this Schedule;

"Project Manager" the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. PROJECT MANAGEMENT

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

- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

- 2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

- 3.1 The Supplier's Contract Manager's shall be:

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

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

Call-Off Schedule 15 (Call-Off Contract Management)

Call-Off Ref:

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

4. ROLE OF THE OPERATIONAL BOARD

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

5. Contract Risk Management

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

Call-Off Schedule 15 (Call-Off Contract Management)

Call-Off Ref:

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Annex: Contract Boards

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

Intentionally left blank.

Details of commercial contract manager, operational contract manager and frequency of meetings to be finalised post signature.

Call-Off Schedule 23 (HMRC Terms)

1. Definitions

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

“Connected Company” in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person;

“Control” the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;

“Prohibited Transaction”

- a) any arrangements involving the use of off-shore companies or other off-shore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description otherwise payable by the Supplier or a Connected Company on or in connection with the Charges; or
- b) which would be payable by any Key Subcontractor and its Connected Companies on or in connection with payments made by or on behalf of the Supplier under or pursuant to the applicable Key Subcontract,

other than transactions made between the Supplier and its Connected Companies or a Key Subcontractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties' business;

“Purchase Order Number”

“Supporting Documentation ”

the Buyer's unique number relating to the supply of the Deliverables;

sufficient information in writing to enable the Buyer to reasonably verify the accuracy of any invoice; and

“Tax Compliance Failure”

where an entity or person under consideration meets all 3 conditions contained in the relevant excerpt from HMRC's “Test for Tax Non-Compliance”, as set out in Annex 1 (as amended and updated from time to time), where:

(a) the “Economic Operator” means the Supplier or any agent, supplier or Subcontractor of the Supplier requested to be replaced pursuant to Paragraph 5.3; and

(b) any “Essential Subcontractor” means any Key Subcontractor.

2. Exclusion of certain Core Terms and terms of Schedules

2.1. When the Parties have entered into a Call-Off Contract which incorporates the terms of this Call-Off Schedule 23, the following Core Terms are modified in respect of that Call-Off Contract (but are not modified in respect of the Framework Contract):

2.1.1. Clauses 31.1, 31.2, 31.3 and 31.4(d) of the Core Terms do not apply to that Call-Off Contract, but for the avoidance of doubt, the remainder of Clause 31.4 of the Core Terms shall continue to apply to the Call-Off Contract; and

2.1.2. Clause 7.2 of the Core Terms does not apply to that Call-Off Contract.

2.2. When the Parties have entered into a Call-Off Contract which incorporates the terms of this Call-Off Schedule 23, the following Joint Schedules are modified in respect of that Call-Off Contract (but are not disapplied in respect of the Framework Contract):

2.2.1. The definition of “Occasion of Tax Non-Compliance” contained in Joint Schedule 1 (Definitions) does not apply to that Call-Off Contract; and

2.2.2. paragraph 5(d) of Joint Schedule 11 (Processing Data) does not apply to that Call-Off Contract.

3. Charges, Payment and Recovery of Sums Due

3.1. The Supplier shall invoice the Buyer as specified in Clause 4 of the Core Terms as modified by any Framework Special Terms or any Call-Off Special Terms.

3.2. In addition to the provisions of Clause 4 of the Core Terms and any applicable Framework Special Term or Call-Off Special Term, the Supplier shall procure a Purchase Order Number from the Buyer before any Deliverables are supplied. Should the Supplier supply Deliverables without a Purchase Order Number:

3.2.1. the Supplier does so at its own risk; and

3.2.2. the Buyer shall not be obliged to pay any invoice without a valid Purchase Order Number having been provided to the Supplier.

3.3. The Supplier shall submit each invoice and any Supporting Documentation required in accordance with Clause 4 of the Core Terms and any applicable Framework Special Term or Call-Off Special Term, as directed by the Buyer from time to time, either:

3.3.1. via the Buyer's electronic transaction system as an Electronic Invoice; or

3.3.2. to the (HMRC specified contact or such other person notified to the Supplier in writing by the Buyer) by email in pdf format or, if agreed with the Buyer, in hard copy by post.

4. Warranties

4.1. The Supplier represents and warrants that:

4.1.1. in the three years prior to the Effective Date, it has complied with all applicable Law related to Tax in the United Kingdom and in the jurisdiction in which it is established;

4.1.2. it has notified the Buyer in writing of any Tax Compliance Failure it is involved in; and

4.1.3. no proceedings or other steps have been taken (nor, to the best of the Supplier's knowledge, are threatened) for:

4.1.3.1. the winding up of the Supplier;

4.1.3.2. the Supplier's dissolution; or

4.1.3.3. the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue,

and the Supplier has notified the Buyer of any profit warnings it has issued in the three years prior to the Effective Date.

4.2. If the Supplier becomes aware that any of the representations or warranties under Paragraphs 4.1.1, 4.1.2 and/or 4.1.3 have been breached, are untrue or misleading, it shall immediately notify the Buyer in sufficient detail to enable the Buyer to make an accurate assessment of the situation.

4.3. In the event that the warranty given by the Supplier in Paragraph 4.1.2 is materially untrue, this shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

5. Promoting Tax Compliance

- 5.1. The Supplier shall comply with all Law relating to Tax and with the equivalent legal provisions of the country in which the Supplier is established.
- 5.2. The Supplier shall provide to the Buyer the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, supplier or Subcontractor of the Supplier prior to that person supplying any material Deliverables under the Contract.
- 5.3. Upon a request by the Buyer, the Supplier shall not contract, or will cease to contract, with any agent, supplier or Subcontractor of the Supplier engaged in supplying Deliverables under the Contract.
- 5.4. If, at any point during the Call-Off Contract Period, there is a Tax Compliance Failure, the Supplier shall:
 - 5.4.1. notify the Buyer in writing within five (5) Working Days of its occurrence; and
 - 5.4.2. promptly provide to the Buyer:
 - 5.4.2.1. details of the steps which the Supplier is taking to resolve the Tax Compliance Failure and to prevent it from recurring, together with any mitigating factors that it considers relevant; and
 - 5.4.2.2. such other information in relation to the Tax Compliance Failure as the Buyer may reasonably require.
- 5.5. The Supplier shall indemnify the Buyer against any liability for Tax (including any interest, penalties or costs incurred) of the Buyer in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier under this Contract.
- 5.6. Any amounts due under Paragraph 5.5 shall be paid not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Buyer. Any amounts due under Paragraph 5.5 shall not be subject to clause 11.2 of the Core Terms.
- 5.7. Upon the Buyer's request, the Supplier shall promptly provide information which demonstrates how the Supplier complies with its Tax obligations.
- 5.8. If the Supplier:
 - 5.8.1. fails to comply with Paragraphs 5.1, 5.4.1 and/or 5.7 this may be a material breach of the Contract;
 - 5.8.2. fails to comply with a reasonable request by the Buyer that it must not contract, or must cease to contract, with any agent, supplier or Subcontractor of the Supplier as required by Paragraph 5.3 on the grounds that the agent, supplier or Subcontractor of the Supplier is involved in a Tax Compliance Failure this shall be a material breach of the Contract; and/or

5.8.3. fails to provide acceptable details of steps being taken and mitigating factors pursuant to Paragraph 5.4.2 this shall be a material breach of the Contract;

and any such material breach shall be deemed to be an event to which clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

5.9. In addition to those circumstances listed in clause 15.2 to 15.4 of the Core Terms, the Buyer may internally share any information, including Confidential Information, which it receives under Paragraphs 5.2 to 5.4 (inclusive) and 5.7.

6. Use of Off-shore Tax Structures

6.1. The Supplier shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place any Prohibited Transactions, unless the Buyer otherwise agrees to that Prohibited Transaction.

6.2. The Supplier shall notify the Buyer in writing (with reasonable supporting detail) of any proposal for the Supplier, its Connected Companies, or a Key Subcontractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier shall include reasonable supporting detail and make the notification within a reasonable time before the Prohibited Transaction is due to be put in place.

6.3. If a Prohibited Transaction is entered into in breach of Paragraph 6.1, or circumstances arise which may result in such a breach, the Supplier and/or the Key Subcontractor (as applicable) shall discuss the situation with the Buyer. The Parties shall agree (at no cost to the Buyer) any necessary changes to any such arrangements by the undertakings concerned (and the Supplier shall ensure that the Key Subcontractor shall agree, where applicable). The matter will be resolved using clause 34 of the Core Terms if necessary.

6.4. Failure by the Supplier (or a Key Subcontractor) to comply with the obligations set out in Paragraphs 6.2 and 6.3 shall be deemed to be an event to which clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

7. Data Protection and off-shoring

7.1. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

7.1.1. not transfer Personal Data outside of the United Kingdom unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

7.1.1.1. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;

7.1.1.2. the Data Subject has enforceable rights and effective legal remedies;

7.1.1.3. 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

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

7.2. Failure by the Processor to comply with the obligations set out in Paragraph 7.1 shall be deemed to be an event to which clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

8. Commissioners for Revenue and Customs Act 2005 and related Legislation

8.1. The Supplier shall comply with, and shall ensure that all Supplier Staff who will have access to, or are provided with, Government Data comply with the obligations set out in Section 18 of the Commissioners for Revenue and Customs Act 2005 ("**CRCA**") to maintain the confidentiality of Government Data. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Buyer) a breach of those obligations may lead to a prosecution under Section 19 of CRCA.

8.2. The Supplier shall comply with, and shall ensure that all Supplier Staff who will have access to, or are provided with, Government Data comply with the obligations set out in the Official Secrets Acts 1911 to 1989 and the obligations set out in Section 182 of the Finance Act 1989. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Buyer) a breach of those obligations may lead to prosecution under those Acts.

8.3. The Supplier shall comply with, and shall ensure that all Supplier Staff who will have access to, or are provided with, Government Data comply with the obligations set out in Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Deliverables. The Supplier acknowledges that (without prejudice to any other rights and remedies of the Buyer) a breach of the Supplier's obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.

- 8.4. The Supplier shall regularly (not less than once every six (6) months) remind all Supplier Staff who will have access to, or are provided with, Government Data in writing of the obligations upon Supplier Staff set out in Paragraphs 8.1, 8.2 and 8.3. The Supplier shall monitor the compliance by Supplier Staff with such obligations.
- 8.5. The Supplier shall ensure that all Supplier Staff who will have access to, or are provided with, Government Data sign (or have previously signed) a Confidentiality Declaration, in the form provided at Annex 2. The Supplier shall provide a copy of each such signed declaration to the Buyer upon demand.
- 8.6. In the event that the Supplier or the Supplier Staff fail to comply with this Paragraph 8, the Buyer reserves the right to terminate the Contract as if that failure to comply were an event to which clause 10.4.1 of the Core Terms applies.

Annex 1

Excerpt from HMRC's "Test for Tax Non-Compliance"

Condition one (An in-scope entity or person)

1. There is a person or entity which is either: ("X")
 - 1) The Economic Operator or Essential Subcontractor (EOS)
 - 2) Part of the same Group of companies of EOS. An entity will be treated as within the same Group of EOS where that entities' financial statements would be required to be consolidated with those of EOS if prepared in accordance with *IFRS 10 Consolidated Financial Accounts*¹;
 - 3) Any director, shareholder or other person (P) which exercises control over EOS. 'Control' means P can secure, through holding of shares or powers under articles of association or other document that EOS's affairs are conducted in accordance with P's wishes.

Condition two (Arrangements involving evasion, abuse or tax avoidance)

2. X has been engaged in one or more of the following:
 - a. Fraudulent evasion²;
 - b. Conduct caught by the General Anti-Abuse Rule³;
 - c. Conduct caught by the Halifax Abuse principle⁴;
 - d. Entered into arrangements caught by a DOTAS or VADR scheme⁵;

¹ <https://www.iasplus.com/en/standards/ifrs/ifrs10>

² 'Fraudulent evasion' means any 'UK tax evasion offence' or 'UK tax evasion facilitation offence' as defined by section 52 of the Criminal Finances Act 2017 or a failure to prevent facilitation of tax evasion under section 45 of the same Act.

³ "General Anti-Abuse Rule" means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions

⁴ "Halifax Abuse Principle" means the principle explained in the CJEU Case C-255/02 Halifax and others

⁵ A Disclosure of Tax Avoidance Scheme (DOTAS) or VAT Disclosure Regime (VADR) scheme caught by rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Section 19 and Part 7 of the Finance Act 2004 and in secondary legislation made under vires

- e. Conduct caught by a recognised ‘anti-avoidance rule’⁶ being a statutory provision which targets arrangements where either a main purpose, or an expected benefit, is to obtain a tax advantage or where the arrangement is not effected for commercial purposes. ‘Targeted Anti-Avoidance Rules’ (TAARs). It may be useful to confirm that the Diverted Profits Tax is a TAAR for these purposes;
- f. Entered into an avoidance scheme identified by HMRC’s published Spotlights list⁷;
- g. Engaged in conduct which falls under rules in other jurisdictions which are equivalent or similar to (a) to (f) above.

Condition three (Arrangements are admitted, or subject to litigation/prosecution or identified in a published list (Spotlights))

- 3. X’s activity in *Condition 2* is, where applicable, subject to dispute and/or litigation as follows:

- i. In respect of (a), either X:
 - 1. Has accepted the terms of an offer made under a Contractual Disclosure Facility (CDF) pursuant to the Code of Practice 9 (COP9) procedure⁸; or,
 - 2. Has been charged with an offence of fraudulent evasion.
- ii. In respect of (b) to (e), once X has commenced the statutory appeal process by filing a Notice of Appeal and the appeal process is ongoing including where the appeal is stayed or listed behind a lead case (either formally or informally). NB Judicial reviews are not part of the statutory appeal process and no supplier would be excluded merely because they are applying for judicial review of an HMRC or HMT decision relating to tax or national insurance.
- iii. In respect of (b) to (e), during an HMRC enquiry, if it has been agreed between HMRC and X that there is a pause with the enquiry in order to await the outcome of related litigation.
- iv. In respect of (f) this condition is satisfied without any further steps being taken.

contained in Section 19 and Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

⁶ The full definition of ‘Anti-avoidance rule’ can be found at Paragraph 25(1) of Schedule 18 to the Finance Act 2016 and Condition 2 (a) above shall be construed accordingly.

⁷ Targeted list of tax avoidance schemes that HMRC believes are being used to avoid paying tax due and which are listed on the Spotlight website: <https://www.gov.uk/government/collections/tax-avoidance-schemes-currently-in-the-spotlight>

⁸ The Code of Practice 9 (COP9) is an investigation of fraud procedure, where X agrees to make a complete and accurate disclosure of all their deliberate and non-deliberate conduct that has led to irregularities in their tax affairs following which HMRC will not pursue a criminal investigation into the conduct disclosed.

- v. In respect of (g) the foreign equivalent to each of the corresponding steps set out above in (i) to (iii).

For the avoidance of doubt, any reference in this Annex 1 to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time including any implementing or successor legislation.

Annex 2 Form

CONFIDENTIALITY DECLARATION

CONTRACT REFERENCE: ('the Agreement')

DECLARATION:

I solemnly declare that:

1. I am aware that the duty of confidentiality imposed by section 18 of the Commissioners for Revenue and Customs Act 2005 applies to Government Data (as defined in the Agreement) that has been or will be provided to me in accordance with the Agreement.
2. I understand and acknowledge that under Section 19 of the Commissioners for Revenue and Customs Act 2005 it may be a criminal offence to disclose any Government Data provided to me.





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Core Terms

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
- (a) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
 - (b) create new Call-Off Schedules;
 - (c) exclude optional template Call-Off Schedules; and/or
 - (d) use Special Terms in the Order Form to add or change terms.
- 2.5 Each Call-Off Contract:
- (a) is a separate Contract from the Framework Contract;
 - (b) is between a Supplier and a Buyer;
 - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
 - (d) survives the termination of the Framework Contract.
- 2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
- (a) verify the accuracy of the Due Diligence Information; or
 - (b) properly perform its own adequate checks.

- 2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.10 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 Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
- (b) to a professional standard;
- (c) using reasonable skill and care;
- (d) using Good Industry Practice;
- (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
- (f) on the dates agreed; and
- (g) that comply with Law.

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

3.2 Goods clauses

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

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

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

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

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

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

- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

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

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- 4.3 All Charges and the Management Charge:

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- (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
- (b) include all costs connected with the Supply of Deliverables.

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

5. The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from an Authority Cause:
- (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
 - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
 - (c) the Supplier is entitled to additional time needed to make the Delivery; and
 - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:

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

6. Record keeping and reporting

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

- (c) details of any issues; and
- (d) any remedial action taken.

6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

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

- (a) be appropriately trained and qualified;
- (b) be vetted using Good Industry Practice and the Security Policy; and
- (c) comply with all conduct requirements when on the Buyer's Premises.

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

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

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

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

8. Rights and protection

8.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform each Contract;
- (b) each Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
- (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
- (g) it is not impacted by an Insolvency Event; and
- (h) it will comply with each Call-Off Contract.

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

- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:
- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
 - (b) non-payment by the Supplier of any Tax or National Insurance.
- 8.4 All claims indemnified under this Contract must use Clause 26.
- 8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.
- 8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- (a) receive and use the Deliverables; and
 - (b) make use of the deliverables provided by a Replacement Supplier.
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
 - (b) replace or modify the relevant item with substitutes that do not infringe IPR without

adversely affecting the functionality or performance of the Deliverables.

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

10. Ending the contract or any subcontract

10.1 Contract Period

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

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

10.2 Ending the contract without a reason

10.2.1 CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' notice.

10.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

10.3 Rectification plan process

10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan, within 10 working days .

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

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

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

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

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

10.4 When CCS or the buyer can end a contract

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

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract; there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (f) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
- (g) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (h) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
- (i) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

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

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

10.5 When the supplier can end the contract

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

10.6 What happens if the contract ends

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in

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advance in respect of Deliverables not provided by the Supplier as at the End Date.

- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re- procurement (including to a Replacement Supplier).

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7 Partially ending and suspending the contract

10.7.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

10.7.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.

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

10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation

Procedure, but the Supplier may not either:

- (a) reject the Variation; or
- (b) increase the Charges, except where the right to partial termination is under Clause 10.2.

10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8 When subcontracts can be ended

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

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

11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1,000,000.

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

11.3 No Party is liable to the other for:

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

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

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

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

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- 11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.
- 11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
- (a) Deductions; and any items specified in Clauses 11.5 or 11.6.
- 11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

- 12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.
- 12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

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- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - (b) restore the Government Data itself or using a third party.
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 14.8 The Supplier:
- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
 - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
 - (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
 - (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

- 15.1 Each Party must:
- (a) keep all Confidential Information it receives confidential and secure;
 - (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
 - (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
 - (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;

Core

- (c) if the information was given to it by a third party without obligation of confidentiality;
 - (d) if the information was in the public domain at the time of the disclosure;
 - (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
 - (f) on a confidential basis, to its auditors;
 - (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
 - (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 15.3 In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.
- 15.4 In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:
- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
 - (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - (d) where requested by Parliament; or
 - (e) under Clauses 4.7 and 16.
- 15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.
- 15.6 Transparency Information is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

- 16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- 16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:
- (a) publish the Transparency Information;
 - (b) comply with any Freedom of Information Act (FOIA) request; and/or

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

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

17. Invalid parts of the contract

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

18. No other terms apply

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

19. Other people's rights in a contract

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

20. Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

- (a) provides a Force Majeure Notice to the other Party; and
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

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

21. Relationships created by the contract

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

22. Giving up contract rights

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

23. Transferring responsibilities

Core

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

24. Changing the contract

- 24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
- 24.2 The Supplier must provide an Impact Assessment either:
- (a) with the Variation Form, where the Supplier requests the Variation; or
 - (b) within the time limits included in a Variation Form requested by CCS or the Buyer.
- 24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
- (a) agree that the Contract continues without the Variation; or
 - (b) terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
 - (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).
- 24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.
- 24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.
- 24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the

Core

Supplier must give CCS and 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, Framework Prices or a Contract and provide evidence:

- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
- (b) of how it has affected the Supplier's costs.

24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

25. How to communicate about the contract

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

25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.

25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

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

26. Dealing with claims

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

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

- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
- (b) give the Indemnifier reasonable assistance with the claim if requested.

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

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior

Core

written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

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

- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
- (b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the Contract Period:

- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
- (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
- (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses

27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
- (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

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27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

28. Equality, Diversity and human rights

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

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- (b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.

28.2 The Supplier must take all necessary steps, and inform CCS or 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 a Contract.

29. Health and safety

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

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

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

30. Environment

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

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

31. Tax

31.1 The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest

Core

or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.

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

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

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

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

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

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

32. Conflict of interest

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

32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict

of Interest happens or is expected to happen.

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

33. Reporting a breach of the contract

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

- (a) Law;
- (b) Clause 12.1; or Clauses 27 to 32.

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

34. Resolving disputes

34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- (a) determine the Dispute;
- (b) grant interim remedies; and/or
- (c) grant any other provisional or protective relief.

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

34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are

stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

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

35. Which law applies

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