NATIONAL CYRES CONTRACT entered into on 1st April 2015

between

CYRES Limited, Pound Hill House, Pound Hill, Cambridge, CB3 0AE ("Cyres")

and

PUBLIC HEALTH ENGLAND, an Executive Agency of the Department of Health, acting on behalf of the National Screening Quality Assurance, 2nd Floor, Zone B, Skipton House, 80 London Road, London, SE1 6LH ("the Client", or "PHE")

for

the provision of software licences, annual maintenance, updates, hosting, support and upgrades of Cyres Products (EQA, EQA Web, Cytology, Colposcopy, Cinergy)

1. DEFINITIONS

1.1 'Contract' shall mean the Contract between the Client and Cyres for the provision of the Service described therein, including all documents to which reference may properly be made in order to ascertain the rights and obligations of the parties.

1.2 'Software' shall mean those items specified in the End-User License Agreement at Schedule 1 to the Contract as subject to the Service.

1.5 'Service' shall mean preventive and/or corrective maintenance, hosting, updates, support and upgrades to be carried out by Cyres in accordance with the provisions of the Contract.

1.6 'Service Charge' shall mean the charge specified in the Contract together with any additions thereto or deductions therefrom agreed in writing under the Contract.

1.7 'Data Controller' has the meaning set out in section 1(1) of the Data Protection Act 1998. For the purposes of this Contract the Data Controller shall be PHE

1.8 'Data Processor' has the meaning set out in section 1(1) of the Data Protection Act 1998. For the purposes of this Contract the Data Processor shall be Cyres

1.9 'Data Subject' shall mean an individual who is the subject of Personal Data.

1.10 'Personal Data' has the meaning set out in section 1(1) of the Data Protection Act 1998 and relates only to personal data, or any part of such personal data, of which PHE is the Data Controller and in relation to which the Processor is providing services under this Contract.

1.11 'Processing and process' have the meaning set out in section 1(1) of the Data Protection Act 1998

1.12 'Commencement Date' shall be the effective date of the first accepted installation of the software specified in Schedule 1, which, for the purposes of this agreement, shall be 1st April 2015.

1.13 'Initial Term' shall be 12 months from the Commencement Date.

2. THE SERVICE

2.1 Cyres agrees to provide the Service to the Client as set out in this Contract. The standard and minimum level of the Service shall be in accordance with this Contract. To the extent that the standard of the Service has not been specified in the Contract, Cyres shall use good quality materials, techniques and standards and provide the Service with the care, skill and diligence required in accordance with the best software engineering practice.

2.2 Cyres shall take care to ensure that in providing the Service it does not unreasonably interfere with the operations of the Client or any contractor employed on the Client's premises.

2.3 The Client shall nominate a supervising officer from its staff as the primary point of contact on the Contract with Cyres. Key personnel for both parties are detailed in Schedule 2.

3. THE CLIENT's PREMISES

3.1 The Client shall, with its prior agreement, provide such reasonable access to the premises and facilities therein as Cyres may require for the provision of the Service. Cyres may work on the premises only with the authorisation of the Client and shall co-ordinate visits with the supervising officer appointed under clause 2.3.

3.2 The Client shall be responsible for ensuring that the necessary operational and environmental conditions are maintained for the use of the Software.

4. ASSIGNMENT

Neither party shall assign the Contract or any of its rights or obligations thereunder without first having received the written approval of the other party (provided that the Client may assign the benefit of the Contract to any of its associated or subsidiary companies or to any leasing or financing company of its choice).

5. CONSEQUENTIAL LOSS

Save as expressly stated elsewhere in the Contract, neither party shall be liable to the other for consequential loss or damage, loss of revenue, opportunity, or goodwill.

6. TERMS OF PAYMENT

6.1 The Client shall pay the Service Charge (Appendix 1) at the time and in the manner specified in the Contract. The Service Charge shall be fixed for the minimum period stated in the Contract. Thereafter any variation to the Service Charge will be subject to three months' prior written notice by Cyres such variation not to exceed Consumer Price Index minus 1% for the preceding 12-month period.

6.2 The Client will pay any agreed additional charges (Appendix 2) falling due under the Contract within thirty (30) days of receipt of a valid invoice from Cyres.

6.3 The Client shall have the right to withhold payment against any invoice which is not submitted in accordance with the Contract or which covers or purports to cover the Service or part thereof which has not been provided in accordance with the Contract and shall forthwith notify Cyres accordingly in writing. Any payment withheld under this Sub-Clause shall be promptly paid to Cyres upon the matter being rectified.

6.4 In the event that payment is unduly delayed, Cyres shall have the right to defer the provision of the Service until such payment is received, subject to its giving 14 days' notice in writing to the Client of its intention so to do.

6.5 The Service Charge shall be subject to value added tax. Unless the Contract otherwise provides, the Service Charge includes all expenses of Cyres, including without limitation travel, accommodation and subsistence expenses.

7. STATUTORY AND OTHER REGULATIONS

7.1 Cyres shall in all matters relating to the performance of the Contract comply with all Acts of Parliament and with all orders, regulations and bye-laws made with statutory authority by Government Departments or by local or other authorities. Cyres shall also observe through its staff and work people any rules applicable to the Premises. The Client shall on request afford all reasonable assistance to Cyres in obtaining information as to local conditions. Cyres shall not in the performance of the Contract in any manner endanger the safety or unlawfully interfere with the convenience of the public.

7.2 Cyres undertakes that it and its employees, agents and sub-Contractors will at all times comply with all health and safety, confidentiality and Information Governance requirements relating to the carrying out of the work under the Contract. Such requirements include in addition to statutory laws and regulations any codes of practice and British Standards or their equivalent relating to Health or Safety which may be applicable to the performance of the Contract. In the performance of the Contract Cyres shall conform to all relevant environmental standards, guidelines and Codes of Practice and shall take all practical steps in the design of the work to be performed under the Contract to minimise any risk to the environment.

8. CONFIDENTIALITY AND DATA PROTECTION

8.1 Each party shall treat the Contract and any information it may have obtained or received in relation thereto or arising out of or in connection with the performance of the Contract or its negotiation or relating to the business or affairs of the other as private and confidential and neither party shall publish or disclose the same or any particulars thereof without the prior written consent of the other or as may be permitted under the later provision of this Clause.

8.2 The obligations expressed in sub-Clause 1 above shall not apply to any information which
(a) is or subsequently comes into the public domain otherwise than by breach of this Clause (b) is already in the possession of the receiving party without an accompanying obligation of confidentiality
(c) is obtained from a third party who is free to divulge the same
(d) is independently and lawfully developed by the recipient or its sub-Contractor outside the scope of he Contract.

8.3 So far as it may be necessary for the performance of the Contract or for the operation and maintenance of the subject matter of the Contract each party may divulge any information to be kept confidential under sub-Clause 1 of this Clause to their employees, agents and approved sub-Contractors, if any, on a "need to know" basis.

8.4 Both parties shall ensure that they, their employees, agents and sub-Contractors shall observe the requirements of the Data Protection Act 1998 and any amendments or revisions thereto in the provision and use of the subject matter of the Contract and shall comply with any request made or direction given to the other which is directly due to the requirements of such Act.

8.5 Cyres shall ensure that they, their employees, agents and sub-Contractors shall observe the requirements of the NHS regarding the confidentiality of patient data and shall comply with any request made or direction given by the Client to meet such requirements.

8.6 The provisions of this Clause shall continue in perpetuity.

9. FORCE MAJEURE

Neither party shall be liable for failure to perform its obligations under the Contract if such failure results from circumstances beyond the party's reasonable control.

10. PUBLICITY

Neither party shall without the written consent of the other (the giving of which consent shall be at the sole discretion of that party) advertise, publicly announce or provide to any other person information relating to the existence or details of the Contract or use the other party's name in any format for any promotion, publicity, marketing or advertising purpose

11. DURATION AND TERMINATION

11.1 This Contract shall continue in force for a period of three years until terminated. Either party may terminate the Contract in full or for some of the Services at any time after the Initial Term on giving not less than three (3) calendar months' notice.

11.2 On termination other than for the default of Cyres the Client shall pay to Cyres the proportion of the Service Charge payable in respect of the materials supplied and/or services performed by Cyres up to the date of termination together with the costs of the commitments already entered into by Cyres at the date of termination of the Contract less the amount of any payments already made to Cyres up to the date of termination. If the amount of payments already made to Cyres at the date of termination exceeds the sum due to Cyres under this sub-Clause then Cyres shall repay the balance due to the Client. Any such payment shall be in full satisfaction of Cyres's rights to payment, compensation or damages in respect of the termination or the breach of Contract giving rise to the right of termination.

11.3 Following the termination of the Contract neither party shall have any further rights or obligations in relation to the other party other than those stated in this Clause.

11.4 Either party may terminate the Contract forthwith on written notice if the other party shall become insolvent or bankrupt or make an arrangement with its creditors or go into liquidation.

11.5 The exercise of rights under this Clause shall not prejudice any existing rights or obligations of either party.

12. NOTICES

12.1 Any notice or other communication which either party is required by the Contract to serve on the other party shall be sufficiently served if sent to the other party at its address as specified in the Contract either
(a) by hand; (b) by special or recorded delivery or (c) by facsimile or electronic mail transmission confirmed by special or recorded delivery within 24 hours of transmission.
12.2 Notices are deemed to have been served as follows: delivered by hand; on the day when they are actually received, sent by post; two working days after posting, sent by facsimile or electronic mail; on the day of transmission if transmitted before 16.00 hours on the working day, but otherwise 09.00 hours on the following working day, provided in each case that the required confirmation is sent.

13. NO THIRD PARTY RIGHTS

Nothing in this Contract shall confer, nor is it intended to confer, any enforceable right on any third party under the Contracts (Rights of Third Parties) Act 1999 except as otherwise expressly so stated.

14. EXPERT DETERMINATION

Where under the Contract any issue is to be determined by an Expert then:
(a) either party may give 7 days' notice in writing to the other requiring expert determination by an Expert to be agreed between the parties or nominated as referred to below
(b) within 14 days of the receipt of such notice the parties shall have agreed on the choice of an Expert or in default of agreement the Expert shall be nominated by the President for the time being of the British Computer Society on the application of either party
(c) the Expert shall act in accordance with such procedure as the Expert may in its sole discretion decide provided that it shall act impartially as between the parties
(d) the Expert shall reach a decision within 56 days of its appointment, which decision shall except in the case of fraud be final and binding on the parties
(e) the Expert shall sit as an expert and not as an arbitrator.
The Expert shall not be liable for anything done or omitted to be done in the discharge or purported discharge of its duties as an Expert unless the act or omission was done in bad faith.

15. DISPUTE RESOLUTION

15.1 If any dispute or difference whatsoever shall arise between the parties in connection with or arising out of the Contract, except any matter which under the Contract is to be referred to Expert Determination, either party may give the other 7 days notice to resolve the dispute or difference through Alternative Dispute Resolution (ADR) in accordance with the mediation procedure of the Centre for Dispute Resolution. If the parties fail to agree terms of settlement of their dispute or difference within 56 days of the receipt of such notice or the party to whom the notice was given refuses to participate in the ADR procedure then the matter shall be litigated, without prejudice to either party's right at any time to obtain immediate interim court relief.
15.2 The parties submit to the exclusive jurisdiction of the English courts in connection with any dispute hereunder.

16. LAW

Unless otherwise agreed in writing, the Contract shall be construed and interpreted in accordance with the laws of England.

17. OBLIGATIONS OF CYRES

17.1   Both parties acknowledge that for the purposes of the Data Protection Act 1998, PHE is the Data Controller and Cyres is the Data Processor. The Processor is the data processor of any Personal Data.
17.2   The Processor shall process the Personal Data only to the extent, and in such a manner, as is necessary for the purposes of this Contract and in accordance with PHE's instructions from time to time and shall not process the Personal Data for any other purpose. The Processor will keep a record of any processing of personal data it carries out on behalf of PHE.

17.3   The Processor shall promptly comply with any request from PHE requiring the Processor to amend, transfer or delete the Personal Data.

17.4   If the Processor receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Act 1998 and the data protection principles set out therein, it shall immediately notify PHE and it shall provide PHE with full co-operation and assistance in relation to any such complaint, notice or communication.

17.5   At PHE's request, the Processor shall provide to PHE a copy of all Personal Data held by it in the format and on the media reasonably specified by PHE.

17.6   The Processor shall not transfer the Personal Data outside the European Economic Area without the prior written consent of PHE.

17.7   The Processor shall promptly inform PHE if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Processor will restore such Personal Data at its own expense.

18. PROCESSOR'S EMPLOYEES

18.1 The Processor shall ensure that access to the Personal Data is limited to:

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

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

18.2 The Processor shall ensure that all employees:

18.2.1 are informed of the confidential nature of the Personal Data;

18.2.2. have undertaken training in the laws relating to handling personal data; and

18.2.3 are aware both of the Processor's duties and their personal duties and obligations under such laws and this Contract.

18.3 The Processor shall take reasonable steps to ensure the reliability of any of the Processor's employees who have access to the Personal Data.

19. RIGHTS OF PHE

19.1   PHE is entitled, on giving at least 5 days' notice to the Processor, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Processor.

19.2   The requirement under clause 19.1 to give notice will not apply if PHE believes that the Processor is in breach of any of its obligations under this Contract.

20. WARRANTIES

20.1   The Processor warrants that:

20.1.1 it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments; and

20.1.2 it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data to ensure PHE's compliance with the seventh data protection principle.

20.2   The Processor shall notify PHE immediately if it becomes aware of:

20.2.1   any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data;

20.2.2 any advance in technology and methods of working which mean that PHE should revise its security measures.

21. INDEMNITY

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

22.   APPOINTMENT OF SUBCONTRACTORS

22.1   The Processor may only authorise a third party (**sub-contractor**) to process the Personal Data:
22.1.1   subject to PHE's prior written consent where the Processor has supplied PHE with full details of such sub-contractor;
22.1.2   provided that the sub-contractor's contract is on terms which are substantially the same as those set out in this Contract; and
22.1.3   provided that the sub-contractor's contract terminates automatically on termination of this Contract for any reason.

23. PREVENTION OF BRIBERY AND CORRUPTION

23.1   Cyres shall not:

23.1.1   offer or give, or agree to offer or give, any gift or other consideration of any kind to any employee, agent, servant or representative of the Client or any Contracting Body, which gift or consideration could act as an inducement or a reward for any act or failure to act in relation to this Framework Contract or any other contract with any Relevant Person;

23.1.2   engage in and shall procure that all Cyres Staff or any person acting on the Cyres's behalf shall not commit, in connection with this Framework Contract, a Prohibited Act under the Bribery Act 2010, or any other relevant Laws, statutes, regulations or codes in relation to bribery and anti-corruption.

23.2   Cyres warrants, represents and undertakes to the Client that it has not:

23.2.1 in entering into this Framework Contract breached the undertakings in Clause 23.1; or

23.2.2   paid commission or agreed to pay commission to the Client, any Contracting Body or any other public body or any person employed by or on behalf of the Client, any Contracting Body or any other public body in connection with this Framework Contract; or

23.2.3   entered into this Framework Contract with knowledge, that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Client in connection with this Framework Contract, or any other Contracting Body, or that an Contract has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Client before execution of this Framework Contract,

and agrees that each time a Call-Off Contract is entered into the above warranties, representations and undertakings shall be deemed to be repeated by the Cyres with reference to the circumstances existing at the time that they are deemed to be repeated.

23.3   Cyres shall:

23.3.1   in relation to this Contract, act in accordance with the Ministry of Justice Guidance pursuant to Section 9 of Bribery Act 2010;

23.3.2   immediately notify the Client if it suspects or becomes aware of any breach of this Clause; and respond promptly to any of the Client's enquiries regarding any breach, potential breach or suspected breach of this Clause and the Cyres shall co-operate with any investigation and allow the Client to audit Cyres's books, records and any other relevant documentation in connection with the breach.

23.4   Any audit conducted pursuant to Clause 23.3.2 shall be in addition to the number of audits permitted under Clause 17.

23.5   If Cyres, Cyres Staff or any person acting on the Cyres's behalf, in all cases whether or not acting with Cyres's knowledge, breaches:

23.5.1 this Clause; or

23.5.2 the Bribery Act 2010 in relation to this or any other contract with the Client or any person employed by or on behalf of the Client,

the Client shall be entitled to terminate this Contract by written notice with immediate effect.

23.6 Without prejudice to its other rights and remedies under this Clause, the Client shall be entitled to recover the amount of value of any such gift, consideration or commission in full from Cyres and Cyres shall on demand indemnify the Client in full from and against any other loss sustained by the Client in consequence of any breach of this Clause.

24. SAFEGUARD AGAINST FRAUD

24.1 Cyres shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any Fraud by Cyres and Cyres Staff (which for the purposes of this Clause shall include its shareholders holding in excess of the 50% of the entire issued share of the Cyres and directors).

24.2 Cyres shall notify the Client in writing and immediately if it has reason to suspect that any Fraud has occurred, is occurring or is likely to occur save where complying with this provision would cause Cyres or its employees to commit an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.

24.3 If Cyres or Cyres Staff commits Fraud, in relation to this or any other contract with the Crown (including the Client), the Client may:

24.3.1 terminate this Contract and recover from Cyres the amount of any loss suffered by the Client resulting from such termination, including the costs reasonably incurred by the Client of making other arrangements for the supply of the Services and any additional expenditure incurred by the Client throughout the remainder of the Term; or

24.3.2 recover in full from Cyres, and Cyres shall on demand indemnify in full and hold the Client harmless from and against, any other loss sustained by the Client in consequence of any breach of this Clause.

25. CONFLICTS OF INTEREST

25.1 Cyres shall take appropriate steps to ensure that neither Cyres nor Cyres's Staff are placed in a position where (in the reasonable opinion of the Client) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of Cyres or Cyres's Staff and the duties owed to the Client and Other Contracting Bodies under the provisions of this Contract.

25.2 Cyres shall promptly notify and provide full particulars to the Client or the relevant Other Contracting Body if such conflict referred to in Clause 25.1 above arises or may reasonably been foreseen as arising.

25.3 The Client reserves the right to terminate this Contract immediately by giving notice in writing to Cyres and/or to take such other steps it deems necessary where, in the reasonable opinion of the Client, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of Cyres and the duties owed to the Client under the provisions of this Contract. The action of the Client pursuant to this Clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Client

25.4 Cyres shall draw any conflict between any of the requirements of sub-Clauses 25.1 or 25.2 and those of sub-Clause 25.3 to the attention of the Client and shall comply with the Client's decision on the resolution of that conflict.

26. STATUTORY REQUIREMENTS AND STANDARDS

Cyres shall be responsible for obtaining and maintaining all licences, authorisations, consents or permits required in relation to the performance of its obligations under this Contract and shall meet all applicable national and international standards in the industry.

27. NON-DISCRIMINATION

27.1   Cyres shall not, and shall procure that Cyres Staff and Sub-Contractors do not, unlawfully discriminate either directly or indirectly within the meaning and scope of any Law, enactment, order or regulation relating to discrimination on grounds of race, gender, religion or religious belief, colour, ethnic or national origin, disability, sexual orientation, age or otherwise when performing their obligations under this Framework Contract and any Call-Off Contract.

27.2   Cyres shall take all reasonable steps to secure the observance of Clause 27.1 by all the Cyres Staff and shall comply with any policy of the Client on the matters set out in Clause 27.1 as reasonably directed by the Client in writing.

27.3   In performing its obligations under this Contract Cyres shall treat all Contracting Bodies in the same manner, regardless of their size.

28. PROVISION OF MANAGEMENT INFORMATION

28.1   Cyres shall, at no charge to the Client, submit to the Client complete and accurate Management Information.

28.2   Cyres grants the Client a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to use and to share with any Contracting Body and/or Relevant Person any Management Information supplied to the Client for the purposes of the normal operational activities of the Client and each Contracting Body, including administering this Contract, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.

28.3   In the event the Client shares the Management Information with any Contracting Body, the Client shall inform such Contracting Body of the sensitive nature of that information and shall be requested not to disclose it to any person who is not a Crown body or another Contracting Body (unless required to do so by Law or save as permitted under any Call-Off Contract).

29. RECORDS AND AUDIT ACCESS

29.1   Cyres shall keep and maintain until seven (7) Years after the date of termination or expiry (whichever is the earlier) of this Contract (or such other longer period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Contract including the Services provided under it.

29.2   Cyres shall keep the records and accounts referred to in Clause 29.1 in accordance with Good Industry Practice.

29.3   Cyres shall afford each of the Client (or relevant Contracting Body), the National Audit Office and/or auditor appointed by the Audit Commission ("**Auditors**") and their respective representatives access to the records and accounts referred to in Clause 29.1 at Cyres's premises and/or provide copies of such records and accounts, as may be required and agreed with the Client (or relevant Contracting Body or Auditors) from time to time, in order that the Client (or relevant Contracting Body or Auditors) may carry out an inspection including for the following purposes:

29.3.1   to verify the accuracy of Charges (and proposed or actual variations to them in accordance with this Contract);

29.3.2   to review the integrity, confidentiality and security of the Client Personal Data held or used by Cyres;

29.3.3   to review Cyres's compliance with the Data Protection Legislation in accordance with this Contract and any other Laws;

29.3.4   to review the Cyres's compliance with its security obligations;

29.3.5 to review any books of accounts kept by Cyres in connection with the provision of the Services; and

29.3.6 to ensure that Cyres is complying with its obligations under this Contract.

29.4 Cyres shall provide such records and accounts (together with copies of Cyres's published accounts) on request during the Term and for a period of seven (7) Years after expiry of the Term to the Client (or relevant Contracting Body or Auditors) and/or its internal and external auditors.

29.5 The Client shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt Cyres or delay the provision of any Services pursuant to the Contract, save insofar as Cyres accepts and acknowledges that control over the conduct of Audits carried out by the Auditors is outside of the control of the Client.

29.6 Subject to the Client's obligations of confidentiality, Cyres shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to each Audit, including by providing:

29.6.1 all information within the scope of the Audit requested by the Auditors;

29.6.2 reasonable access to any sites controlled by Cyres and to equipment used in the provision of the Services (and/or Ordered Services as appropriate); and

29.6.3 reasonable access to Cyres Staff.

29.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 29.

30. CONFIDENTIALITY

30.1 Except to the extent set out in this Clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

30.1.1 treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and

30.1.2 not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of this Framework Contract or any Call-Off Contract or except where disclosure is otherwise expressly permitted by the provisions of this Framework Contract, any Call-Off Contract or is a requirement of Law.

30.2 Cyres shall ensure that Cyres Staff are aware of, and shall use its best endeavours to ensure that Cyres Staff comply with Cyres's confidentiality obligations under this Contract.

30.3 Cyres shall not, and shall procure that Cyres Staff do not, use any of the Client Confidential Information received otherwise than for the purposes permitted by this Contract.

30.4 The provisions of Clauses 30.1 to 30.3 shall not apply to any Confidential Information received by one Party from the other which:

30.4.1 is or becomes public knowledge (otherwise than by breach of this Clause 30); or

30.4.2 is provided for the purpose of obtaining professional advice; or

30.4.3 was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party; or

30.4.4 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or

30.4.5   is information independently developed without access to the Confidential Information; or

30.4.6   must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under Clause 31 (Transparency) and/or the FOIA, or the Environmental Information Regulations pursuant to Clause 34 (Freedom of Information).

30.5   Nothing in this Contract shall prevent the Client from disclosing Cyres Confidential Information including the Management Information obtained under Clause 28 (Provision of Management Information):

30.5.1   for the purpose of the examination and certification of the Client's accounts;

30.5.2   for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Client has used its resources; or

30.5.3   to any government department or any other Contracting Body,

and Cyres hereby acknowledges that all government departments or Contracting Bodies receiving such Cyres Confidential Information may further disclose the Cyres Confidential Information to other government departments or Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Body (unless disclosure is required by Law or is permitted under any Call-Off Contract).

30.6   Cyres acknowledges and agrees that information relating to Orders placed by a Contracting Body, including Service Levels, pricing information (which includes information on prices tendered in a further competition, even where an Order is not placed) and the terms of any Contract may be shared with any Crown bodies or any Contracting Body from time to time. The Client shall use reasonable endeavours to notify the recipient of such information that its contents are confidential.

30.7   Nothing in Clauses 30.1 to 30.3 shall prevent either Party or any Contracting Body from using any techniques, ideas or Know-How gained during the performance of its obligations under this Contract or any Call-Off Contracts in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's (or relevant Contracting Body's) Confidential Information or an infringement of the other Party's (or relevant Contracting Body's) Intellectual Property Rights.

30.8   Clauses 30.1 to 30.3 shall operate without prejudice to and be read subject to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.

30.9   In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in performance of this Contract, Cyres undertakes to maintain adequate security arrangements that meet the requirements of Good Industry Practice.

30.10   Cyres shall immediately notify the Client of any breach of security in relation to Client Confidential Information obtained in the performance of this Contract and any Call-Off Contracts and shall keep a record of such breaches. Cyres shall use its best endeavours to recover such Client Confidential Information however it may be recorded. This obligation is in addition to Cyres's obligations under Clauses 30.1 to 30.3. Cyres shall co-operate with the Client in any investigation that the Client considers necessary to undertake as a result of any breach of security in relation to Client Confidential Information.

30.11   Cyres shall, at its own expense, alter any security systems used in connection with the performance of this Contract or any Call-Off Contract at any time during the Term at the request of the Client or relevant Contracting Body if the Client or relevant Contracting Body believes (acting reasonably) the Cyres has failed to comply with Clause 30.2.

31.   TRANSPARENCY

31.1   The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential

Information. The Client shall be responsible for determining in its absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of the FOIA.

31.2   Notwithstanding any other term of this Contract, Cyres hereby gives its consent for the Client to publish this Contract in its entirety (subject only to redaction of any information that the Client determines is exempt from disclosure in accordance with the provisions of FOIA) including from time to time agreed changes to this Contract.

31.3   The Client may consult with Cyres to help with its decision regarding any exemptions under Clause 31.1 but the Client shall have the final decision in its absolute discretion.

31.4   Cyres shall assist and cooperate with the Client to enable the Client to publish this Contract.

32.   OFFICIAL SECRETS ACTS

Cyres shall comply with and shall ensure that Cyres Staff comply with, the provisions of:

32.1   the Official Secrets Acts 1911 to 1989; and

32.2   Section 182 of the Finance Act 1989.

33.   DATA PROTECTION

33.1   With respect to the Parties' rights and obligations under this Contract, the Parties agree that the Client is the Data Controller and that the Cyres is the Data Processor in relation to the Client Personal Data. Cyres shall (and shall procure that Cyres Staff) comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA which arise in connection with this Contract.

33.2   Notwithstanding the general obligation in Clause 33.1, where Cyres is Processing Client Personal Data for the Client, Cyres shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the Client Personal Data (and to guard against unauthorised or unlawful Processing of the Client Personal Data and against accidental loss or destruction of, or damage to, the Client Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA and shall:

33.2.1 provide the Client with such information as the Client may reasonably request to satisfy itself that the Cyres is complying with its obligations under the DPA;

33.2.2 promptly notify the Client of any breach of the security measures to be put in place pursuant to this Clause; and

33.2.3 ensure that it does not knowingly or negligently do or omit to do anything which places the Client in breach of its obligations under the DPA.

33.3   The provisions of this Clause shall apply during the Term and indefinitely after the termination or expiry of this Contract.

33.4   Cyres shall not cause or permit to be Processed, stored, accessed or otherwise transferred outside the European Economic Area any Client Personal Data supplied to it by the Client or any Contracting Body without Approval or the prior written consent of the relevant Contracting Body, as the case may be, and, where the Client or relevant Contracting Body consents to such Processing, storing, accessing or transfer outside the European Economic Area, shall comply with:

33.4.1 the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the DPA by providing an adequate level of protection to any Client Personal Data that is so Processed, stored, accessed or transferred; and

33.4.2 any reasonable instructions notified to it by the Client or relevant Contracting Body.

34.   FREEDOM OF INFORMATION

34.1   Cyres acknowledges that the Client is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with the Client to enable the Client to comply with its Information disclosure obligations.

34.2   Cyres shall and shall procure that its Sub-Contractors shall:

34.2.1   transfer to the Client all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;

34.2.2   provide the Client with a copy of all Information that is relevant to a Request for Information and in its control, possession or power, in the form that the Client requests within five (5) Working Days (or such other period as the Client may specify) of the Client's request; and

34.2.3   provide all necessary assistance reasonably requested by the Client to enable the Client to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

34.3   The Client shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other Contract whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

34.4   In no event shall Cyres respond directly to a Request for Information without prior Approval.

34.5   Cyres acknowledges that (notwithstanding the provisions of this Clause 23) the Client may, acting in accordance with the Ministry of Justice Codes, be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning Cyres or the Services:

34.5.1   in certain circumstances without consulting Cyres; or

34.5.2   following consultation with Cyres and having taken the Cyres's views into account,

provided always that where this Clause 34.5 applies the Client shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give Cyres advance notice, or failing that, to draw the disclosure to Cyres's attention after any such disclosure.

34.6   Cyres shall ensure that all Information is retained for disclosure in accordance with Clause 29 (Records and Audit Access) and shall permit the Client to inspect such records as requested from time to time.

34.7   Cyres acknowledges that the Commercially Sensitive Information is of an indicative nature only and that the Client may be obliged to disclose it in accordance with Clause 34.5.

FOR CYRES	FOR THE CLIENT
Signature:	Signature:
██████████████	█████████████
Name: ███████████	Name: ██████
Title: ██████████	Title: █████████████
Date: 23/3/2016	Date: 23 / 03 / 2016

Schedule 1

A. Non-Exclusive End User License:

1.1 Software	**(a)** Four site licenses for Cyres Cytology for South West region **(b)** Regional license for Cyres Cinergy QA for all Cytology Laboratories and all Colposcopy Clinics within South West region **(c)** Two site licenses for Cyres Cytology for South Central region **(d)** Ten site licenses for Cyres Colposcopy for South Central region **(e)** Regional license for Cyres Cinergy QA for all Cytology Laboratories and all Colposcopy Clinics within South Central region **(f)** At the date of contract signature, all software is based on the Cinergy platform and will be based on version 1.98 or higher
1.2 Software Price	The above software licenses will be supplied for the price of ▮▮▮▮ (excluding VAT) and a breakdown of pricing for each product is contained in Appendix A
1.3 Services	Cyres will supply all software and supporting services required to install the above software and link sites to Cyres Cinergy
1.4 Price of Installation	PHE will be funding such services within the South West region. The total charge for Installation will be ▮▮▮▮ (excluding VAT) and a breakdown of all Installations to be supplied and their costs is contained in Appendix A.
1.5 Payment Schedule	The total charge for both Software licenses and Services will be invoiced against receipt of a Purchase Order from PHE. *Invoices to be paid 30 days from date of issue. If for any reason any of the Software Licenses are not installed within the Implementation Schedule of 12 months from invoice payment then the value of such licenses will be credited back to PHE.*
1.6 Implementation	An implementation schedule will be agreed with all parties.

Non-Exclusive End-User Licence Terms

These terms ("the Terms") set out the basis on which Cyres agrees to grant the Client a licence to use the software defined below.

1 DEFINITIONS

"the Contract"	means the contract between Cyres and the Client comprising these Terms.
"the Computers"	means the computers on which the Software is initially installed by Cyres at the Location.
"the Documentation"	means the user-manuals and other explanatory materials relating to the Software (whether in printed or electronic format) provided by Cyres to assist the Client in making use of the Software.
"IPRs"	means all copyright, design rights, patents, registered designs, trademarks, service marks and any other intellectual property rights.
"the Location"	means the address at which the Software is installed as stated or such other address as may, at any time, be agreed in writing by Cyres. If no such address is specified, then the address of the Client at which the Software was originally installed by Cyres.
"the Proposal"	means the written proposal or the written offer of services or the written description of services by Cyres (as referred to in clause 2.1) which is expressed to incorporate these Terms.
"the Software"	means the computer program described or referred to in the Proposal (but not the media on which it is stored).

2 FORMATION OF CONTRACT

2.1 These Terms shall apply to the Contract to the exclusion of any other terms and conditions contained in a Client purchase order or which the Client may otherwise purport to incorporate. Notwithstanding any statement to the contrary, the receipt of a formal Client purchase order by Cyres shall be deemed to constitute acceptance by the Client of an offer of services by Cyres, subject only to these Terms.

2.1 The Contract will represent the whole of the Contract reached between the parties and the Client acknowledges that in entering into the Contract it is not relying on any previous statement made by or on behalf of Cyres.

2.3 No variation of the Contract shall be binding unless agreed in writing between a director of Cyres and a duly authorised representative of the Client.

3 GRANT OF LICENCE

3.1 The licence hereby granted is conditional upon a software maintenance Contract between the parties in respect of the Software at the Location remaining in force. Accordingly the licence shall come into effect upon the commencement date of the initial support period specified in the software maintenance Contract and shall automatically terminate on the date on which support under the said Contract ends.

3.2 Subject to clause 3.1, Cyres grants the Client a non-exclusive licence to use the Software on the Computers at the Location subject to the following:

3.2.1 The Client may only use the Software and the Documentation for its own internal business purposes.

3.2.2 The Client may not sell, lend, licence or otherwise dispose of the Software to any third party nor in any way permit any third party to use the Software or the Documentation nor shall it use the Software on behalf of any third party.

3.2.3 The Client may make one copy of the Software for backup and security purposes and must notify Cyres of the whereabouts of such copy on written request.

3.2.4 Subject to the foregoing term, the Client may not copy the Software or the Documentation.

3.2.5 The Client may not use the Software anywhere other than the Location.

3.2.6 The Client may not install the Software on any computer other than the Computers without Cyres' prior written consent.

3.2.7 The Client may not adapt, modify or alter the Software in any way without Cyres' written consent.

3.2.8 The Client will put in place and maintain adequate security measures to safeguard the Software from access or use by any unauthorised person.

3.2.9 In the event that the Software or any part of it comes into the hands of a third party through the action of the Client, or any current or former employee of the Client, then the Client shall immediately notify Cyres and shall be liable to pay the price which would at that time be chargeable to a third party for a licence to use the Software.

3.2.10 The Client will follow Cyres' reasonable recommendations as to the operation of the Software and will be responsible for the transfer of all data for use with the Software and for using the Software in the course of its business.

4 SUPPLY OF SOFTWARE AND DOCUMENTATION

4.1 The Client agrees to provide Cyres promptly with any information which Cyres may reasonably require from time to time to enable Cyres to undertake the supply of the Software.

4.2 Subject to clause 4.1, Cyres will supply the Software to the Client on appropriate digital storage media

4.3 Cyres will provide the Client with one copy of the Documentation. Further copies may be ordered at Cyres' standard price applicable at the relevant time.

4.4 Cyres will make written recommendations to the Client as to the amount and type of initial user-training the Client's staff will require in order to ensure the effective use of the Software. Cyres includes two half day training sessions. Thereafter local trusts are responsible for any additional training needs for operators and managers of the Software.

5 PAYMENT

5.1 In consideration of the licence hereby granted, the Client agrees to pay the price stated on the invoice (together with any applicable VAT) in accordance with the payment terms of 30 days. If no payment terms are stated then the full price will be payable within 14 days of the date of Cyres invoice. The Client shall pay all sums in full without any discount, deduction, set-off or abatement on any grounds.

5.2 If any sum payable under the Contract remains unpaid 30 days after falling due then (without prejudice to any other rights or remedies Cyres may have) Cyres may:

5.2.1 Charge the Client interest on the sum outstanding on a daily basis (both before and after

judgement) from the due date until the date paid at the rate of 2% p.a. above the Royal Bank of Scotland base rate in force from time to time and
5.2.2 Suspend performance of all or any of its outstanding obligations under the Contract until full payment is made.

6 INTELLECTUAL PROPERTY RIGHTS

6.1 Cyres warrants that it owns all the IPRs in or relating to the Software and the Documentation or that Cyres is licensed to supply the same.
6.2 Cyres agrees to indemnify the Client and keep the Client fully and effectively indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim that the use or possession of the Software infringes the IPRs of any third party, subject to the following conditions:
6.2.1 The Client will promptly notify Cyres of any allegations of infringement of which it becomes aware and will not make any admissions without Cyres' prior written consent and
6.2.2 At Cyres' request and expense the Client will allow Cyres to conduct and /or settle all negotiations and litigation resulting from such claim and
6.2.3 At Cyres' request the Client will give Cyres all reasonable assistance in such negotiations or litigation. Cyres will reimburse the Client for any out of pocket expenses incurred in so doing.
6.3 The foregoing indemnity will not apply to any infringement arising out of:
6.3.1 The use of the Software or any part thereof in combination with any computer programs or equipment not supplied or approved by Cyres and
6.3.2 Any modifications of the Software made by the Client or the Client's employees or agents.
6.4 If a court of competent jurisdiction holds (or Cyres is advised by its lawyers that it is likely) that the Clients use or possession of the Software is an infringement of any third party IPRs Cyres shall, at its own expense: 6.4.1 procure for the Client the right to continue to use and possess the Software or
6.4.2 modify or replace the Software (without detracting from its overall performance) so as to avoid the infringement
6.4.3 if neither of the foregoing can be accomplished on reasonable terms, then Cyres will remove the Software and refund the price paid by the Client in respect of the licence fee.
6.5 Subject to the foregoing, Cyres shall not have any further liability to the Client in respect of any infringement of any third party's IPRs.
6.6 The Client agrees that no IPRs of any kind in the Software or the Documentation shall pass to the Client by virtue of the Contract.

7 SOURCE CODE DEPOSIT

7.1 Cyres will deposit copies of all source code, original material and software upgrades as relate to the Software with its accountants and all such code and material will be made available to the Client in the event of Cyres ceasing to trade.
7.2 In the event of such code and material being released to the Client, the Client shall be entitled to use the source code for the maintenance, correction, enhancement or modification of the Software.
7.3 Cyres' accountants are Knights Lowe, Eldo House, Kempson Way, Bury St Edmunds IP32 7AR. Any change of accountants will be notified to the Client within 30 days.

B. Software Maintenance Contract:

2.1 The Software	Software licenses as detailed in 1.1
2.2 The Maintenance Start Date	The Contract will commence from date of installation of each Software license
2.3 Contract Duration	The Contracts will be for 12 months. Trusts where the installations took place will be responsible for annual maintenance and support fees from the start of year two. Cyres must enter into Contract with them and invoice them directly for annual maintenance and support fees from the start of year two.
2.4 Contact Person	PHE will supply the names of the key staff for each site within the region.
2.5 Maintenance Fees	The Maintenance Fees cover annual support, maintenance and software upgrades and details of same are included in Appendix A. For the first year these will all be charged to PHE. The total charge for Maintenance Fees will be ▮▮▮▮▮ (excluding VAT) as detailed in Appendix A.
2.6 Payment Schedule	*Invoices will be payable 30 days from date of receipt of a valid invoice. If for any reason any Software is not installed within the Implementation Schedule of 12 months from invoice payment then the value of such maintenance, support and software upgrades will be credited back to PHE.*
2.7 Upgrades	New upgrades will be released each year. The trusts will be responsible for subsequent years.

Software Maintenance Terms

These terms ("the Terms") set out the basis on which Cyres agrees to provide software maintenance services to the Client in respect of the software defined below.

1 DEFINITIONS

"the Contract"	means the contract between Cyres and the Client comprising these Terms.
"the Contact Person"	means the person specified as such in the Proposal. If no such person is specified then the person to whom the Proposal is addressed, or where the Proposal is not addressed to an individual, the person who authorised the installation of the Software.
"Designated Contact Details"	means (a) telephone number ▮▮▮▮▮▮▮▮ b) email address support@cyres.co.uk (c) Support Desk, Cyres Limited, St Giles Hall, Pound Hill, Cambridge CB3 0AE, or any other details notified by Cyres at any time for the purpose of notifying Support Issues.
"the Documentation"	means the user-manuals and other explanatory materials relating to the Software or any Version Upgrade (whether in printed or electronic format) provided by Cyres to assist the Client in making use of the Software.
"Initial Term"	means the period set out in the Proposal commencing with the Start Date. Where no such period is stated then it means 12 calendar months.
"the Location"	means the address at which the Software is installed as stated in the Proposal. If no such address is specified, then the address of the Client at which the Software was originally installed by Cyres.
"Prevailing Rates"	means Cyres standard prices and payment terms, as revised from time to time, details of which are available at any time upon written request.
"the Proposal"	means the written proposal or the written offer of services or the written description of services by Cyres (as referred to in clause 2.1) which is expressed to incorporate these Terms.
"Renewal Date"	means the day following the end of the Initial Term and, thereafter, the day following the end of each subsequent Renewal Period
"Renewal Period"	means the period commencing on a Renewal Date and lasting for a period equal to the duration of the Initial Term.
"the Start Date"	means the date of the beginning of the period of software support as stated in the Proposal. Where no such date is specified it means the date on which the

	Software is installed at the Location by Cyres.
"the Software"	means the computer program described or referred to in the Proposal (but not the media on which it is stored).
"Support Issue"	means any error or defect in the Software at the Location which causes it not to perform in accordance with the functionality set out in the Documentation.
"Version Upgrades"	means updated versions of the Software issued from time to time to the Client, at Cyres' discretion, to improve the functionality of the Software.
"Working Day"	means any day Monday to Friday 9:00 am to 5:00 pm excluding weekends and UK bank, national and public holidays.

2 FORMATION OF CONTRACT

2.1 The Terms form part of any contract made between Cyres and the Client by means of:

2.1.1 The Client accepting a written proposal from Cyres which is expressed to incorporate these Terms or

2.1.2 The Client placing an order for software maintenance, the provision of which has been expressed by Cyres (on its website, by email, letter, previous invoice or otherwise) to be subject to these Terms or

2.1.3 The Client paying an invoice for renewal or extension of any existing software maintenance contract between Cyres and the Client where such invoice expressly incorporates Cyres' terms of business.

2.2 In the case of any conflict between these Terms and the Proposal the Proposal shall prevail.

2.3 These Terms shall apply to the Contract to the exclusion of any other terms and conditions contained in a Client purchase order or which the Client may otherwise purport to incorporate. Notwithstanding any statement to the contrary, the receipt of a formal Client purchase order by Cyres shall be deemed to constitute acceptance by the Client of an offer of services by Cyres, subject only to these Terms.

2.4 The Contract shall supersede all prior arrangements between the parties in respect of the Software and the Documentation.

2.5 The Contract will represent the whole of the Contract reached between the parties and the Client acknowledges that in entering into the Contract it is not relying on any previous statement made by or on behalf of Cyres.

2.6 No variation of the Contract shall be binding unless agreed in writing between a director of Cyres and a duly authorised representative of the Client.

3 DURATION OF CONTRACT

3.1 This Contract shall commence on the Implementation date and be for an initial period of the Initial Term between Cyres and The Client. Thereafter it shall be renewed on each subsequent Renewal Date for each subsequent Renewal Period unless terminated as provided in the standard Terms for the account of the associated trust and not the Client.

4 MAINTENANCE SERVICE

4.1 Cyres agrees to provide the following services for the duration of the Contract in respect of the Software installed at the Location during normal Working Days:

4.1.1 Cyres will provide access to suitably skilled support staff via telephone, email or post to assist the Client to resolve Support Issues.

4.1.2 Support Issues may only be notified by the Contact Person using the Designated Contact Details during Working Days.

4.1.3 Where notification is by telephone, Cyres reserves the right to require that the notification be confirmed in detail in writing.

4.1.4 Cyres will respond within four (4) hours of receipt of notification and will give the Contact Person an initial indication of how the matter will be dealt with. Thereafter, Cyres will, as soon as reasonably practicable, assign a priority status to the Support Issue and inform the Contact Person accordingly.

4.1.5 If the Support Issue is such that the Client's staff are completely unable to perform the duties they would normally undertake using the Software then Cyres will assign it the highest priority and will undertake the resolution of the Support Issue prior to any other support activities and as soon as appropriate resources are available.

4.1.6 If the Support Issue is apparent but is not such that the Client's staff are completely unable to

perform the duties they would normally undertake using the Software then Cyres will undertake the resolution of the Support Issue as soon as reasonably practicable.

4.1.7 If the Support Issue is minor or trivial then Cyres will undertake its resolution at a mutually convenient time.

4.1.8 If the Support Issue cannot be resolved by remote computer access or, with the assistance of the Client's staff, by telephone or email, then Cyres will arrange for a member of its technical support staff to visit the Location to resolve it. The scheduling of the visit will reflect the priority assigned by Cyres to the Support Issue.

4.1.9 The priority status assigned to any Support Issue shall be at the sole discretion of Cyres' authorised technical staff.

4.2 Cyres will ensure that it's support staff comply in all appropriate and relevant respects with Cyres' own standard "Code of Conduct for the Delivery of Professional Services" (available at www.cyres.co.uk)

4.3 The Client agrees:

4.3.1 To provide whatever information, reports and data Cyres may reasonably require to enable the Support Issue to be investigated and resolved effectively.

4.3.2 To carry out all reasonable instructions of Cyres' support staff in order to assist with the resolution of any Support Issue by the installation, testing and utilisation of software and otherwise.

4.3.3 To ensure that the Contact Person, and any deputy performing that role, have received appropriate training in the operation of the Software.

4.3.4 To install any revision of the Software (in accordance with Cyres' instructions) to correct the Support Issue within 30 days of receipt by the Client. If the Client is unable or unwilling to install the revision then it must notify Cyres accordingly in writing within ten (10) days of receipt and thereafter allow Cyres to make arrangements to install the revision at the Location. Such installation by Cyres shall be chargeable to the applicable trust not the Client (in respect of time, travel, accommodation and subsistence) at Cyres' Prevailing Rates.

4.3.5 To ensure that suitable backup software, equipment and procedures are in operation at all times to ensure that there is no risk of irretrievable data loss from the Client's systems on which the Software is installed.

4.4 Where a member of Cyres' technical staff ("the Representative") visits the Location to undertake the resolution of a Support Issue, the Client will ensure that:

4.4.1 A member of staff is available to meet the Representative on arrival and to arrange parking (if necessary) at the Location.

4.4.2 Within thirty (30) minutes of the Representative's arrival at the Location, the Representative is given such access to the Software on the Computers (and any other software and computers) as the Representative reasonably requires.

4.4.3 The Representative is advised as to the means of escape in the event of fire and any other appropriate health and safety instructions.

4.4.4 All necessary and reasonable steps are taken to ensure the personal safety of the Representative and the safety and security of the Representative's personal and business property.

4.4.5 All assistance, software, computer equipment, presentation equipment and other facilities reasonably requested by the Representative shall be provided promptly and without cost.

4.5 Cyres reserves the right to insist that all revisions (as described in clause 4.3.3) and all Version Upgrades already issued to the Client are installed prior to Cyres responding to any new Support Issue.

4.6 The Contact Person may at any time nominate a deputy to act in their absence to perform the duties of the Contact Person for such period as they may notify. Such deputy must have received appropriate prior training in the operation of the Software. During that period the deputy shall be deemed to be the Contact Person and the original Contact Person shall not be treated as the Contact Person.

4.7 For the avoidance of doubt, no computer software other than the Software and no Software at any address other than the Location will be covered by this Contract. Any additional computer software to be covered and any alternative addresses can only be included in the Contract by express written Contract by Cyres to include them within the scope of the Software and the Location as defined above.

4.8 The Contract does not cover any Support Issue arising from or in connection with:

4.8.1 Any computer virus on the Client's computer systems.

4.8.2 Installation of the Software on any computer or computer system unless carried out by, or at the direction of, Cyres.

4.8.3 Any modification or alteration of the Software other than by, or at the direction of, Cyres.

4.8.4 Operation of the Software on any computer operating system not previously approved by Cyres.

4.8.5 Any failure or defect in the Client's internet, telecommunications or remote access systems.

4.8.6 The alteration by the Client of any network settings, system settings or security permissions in relation to the Computers or the Location.

4.9 Where any support requirements notified to Cyres are investigated and subsequently identified by Cyres as not being covered by this Contract then the associated trust shall be liable to pay for Cyres' time and expense incurred in investigating the issue at Cyres' Prevailing Rates.

4.10 The associated trust shall be liable to pay Cyres' additional charges in accordance with the Prevailing Rates in respect of any time costs, expenses or other work incurred by Cyres by reason of any breach of the trust's obligations set out in clause 4.3.

5 VERSION UPGRADES

5.1 Cyres agrees to supply the Client with:

5.1.1 The latest version of the Software as formally released from time to time as a Version Upgrade.

5.1.2 One copy of the Documentation relevant to the Version Upgrade in electronic format.

5.2 Version Upgrades of the Software will be supplied on suitable media.

5.3 The Client agrees to install each Version Upgrade (in accordance with Cyres' instructions) within 30 days of receipt by the Client. If the Client is unable or unwilling to install a Version Upgrade then it must notify Cyres accordingly in writing within ten (10) days of receipt and thereafter allow Cyres to make arrangements to install the Version Upgrade at the Location. Such installation by Cyres shall be chargeable to the Client (in respect of time, travel, accommodation and subsistence) at Cyres' Prevailing Rates.

5.4 In respect of any Version Upgrade issued, the terms under the headings "Grant of Licence" and "Intellectual Property Rights" set out in Cyres' standard "Non-Exclusive End-User Licence Terms" shall apply *mutatis mutandis* in respect of such Version Upgrades and related Documentation as if those terms were incorporated herein and as if the Version Upgrade and related Documentation were the "Software" and "Documentation" referred to in those terms.

6 PAYMENT

6.1 In respect of the Initial Term, in consideration of the services provided under the Contract the Client agrees to pay the price stated on the invoice (together with any applicable VAT).

6.2 If any sum payable under the Contract remains unpaid 30 days after falling due then (without prejudice to any other rights or remedies Cyres may have) Cyres may:

6.2.1 Charge the Client interest on the sum outstanding on a daily basis (both before any after judgement) from the due date until the date paid at the rate of 2% p.a. above the Royal Bank of Scotland base rate in force from time to time and

6.2.2 Suspend performance of all or any of its outstanding obligations under the Contract until full payment is made.

6.3 If, as a result of anything the Client does or fails to do (which is not covered by clause 11) Cyres is prevented from or delayed in performing any of its obligations under the Contract then the Client shall be liable to pay Cyres for any reasonable time costs, expenses or losses that Cyres has incurred as a result in accordance with the Prevailing Rates.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 The Client agrees that no copyright, design right or any other kind of intellectual property right in the Software or the Documentation shall pass to the Client by virtue of the Contract.

General Terms:

8 WARRANTIES AND LIABILITY

8.1 Except in respect of death or personal injury caused by the negligence of Cyres, its employees or agents (and otherwise to the fullest extent permitted by law), Cyres expressly excludes liability for breach of any terms, conditions or warranties implied by law.

8.2 No express warranties are made as to the fitness or suitability of the Software or Version Upgrades for any particular purpose or otherwise.

8.3 Notwithstanding any other term of the Contract, Cyres shall not be liable to the Client for any loss of profits, loss of contracts, loss of or corruption of computer data or any other indirect or consequential loss howsoever arising.

8.4 Without prejudice to the foregoing provisions of clause 8, the total amount of any liability of Cyres arising in connection with the Contract shall not exceed the amount of the price paid by the Client in respect of the Initial Term.

9 TERMINATION

9.1 Either party may terminate the Contract or any part of it at any time after the Initial Term on giving not less than three (3) calendar months' notice to expire on or at any time after the end of the Initial Term.

9.2 Cyres may terminate the Contract (without prejudice to any other rights or remedies Cyres may have) at any time if:

9.2.1 Any sum payable under the Contract remains unpaid 60 days after falling due or

9.2.2 The Client has been in material breach of any other obligation under the Contract for a period of 21 days after Cyres has given it notice of such breach

9.3 Either party may terminate the Contract if the other convenes a meeting of its creditors or if a proposal is made for a voluntary arrangement under the Insolvency Act 1986 or a proposal or any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of s123 of the Insolvency Act 1986 or if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or for the making of an administration order (other than for the purpose of an amalgamation or reconstruction).

9.4 Upon termination of the Contract the Client will remove the Software and any Version Upgrades from its computer systems and will return all copies of the Software, Version Upgrades

9.5 Termination of the Contract shall be without prejudice to any accrued rights or liabilities nor the continuation in force of any provision which is expressly or by implication intended to continue in force after such termination.

10 CONFIDENTIALITY

10.1 Both parties shall treat as confidential all information obtained from the other pursuant to the Contract and neither shall divulge such information to any person (except to their own respective employees and then only to those employees who need to know the same) without the other's prior written consent. This obligation shall not extend to information which was rightfully in the possession of either party before the commencement of the negotiations leading to the Contract, or which was already public knowledge or which becomes so at a future date (otherwise than as a result of a breach of this obligation) or which is trivial or obvious.

10.2 Both parties shall ensure that their employees are aware of and comply with the provisions of clause 10.1. If either party appoints any sub-contractor it may disclose confidential information to such sub-contractor subject to such sub-contractor giving a similar undertaking to that contained here. These obligations as to confidentiality shall survive any termination of the Contract.

11 FORCE MAJEURE

11.1 Notwithstanding anything else contained in the Contract if either party is forced to delay the performance of any obligation under the Contract by reason of acts of God, third-party strikes, civil commotion, war, fire, explosion, sabotage, flood, earthquake, breakdown in public telecommunications networks or any other circumstances beyond the reasonable control of the party concerned then, provided that the delaying party promptly notifies the other of the reasons for the delay (and its likely

duration), the performance of that party's obligations shall be suspended whilst the said circumstances persist unless they were caused by the act or omission of the party concerned (in which event the other's rights and remedies shall be those conferred and imposed by the other terms of the Contract and by law).

11.2 Either party may, if the said circumstances persist for more than thirty (30) days terminate the Contract on giving the other seven (7) days' notice. If the Contract is so terminated neither party shall as a result be liable to the other except that the Client shall pay Cyres a reasonable sum in respect of any work Cyres has carried out before termination. Cyres shall be entitled to deduct such sum from any amounts the Client has previously paid under the Contract and will at Cyres' discretion return the balance (if any) to the Client.

12 WAIVER OF REMEDIES

12.1 No forbearance delay or indulgence by either party in enforcing the provisions of the Contract shall prejudice or restrict their respective rights. No waiver of either's rights will operate as a waiver of any subsequent breach. No right power or remedy herein conferred upon or reserved to either party is exclusive of any other available right power or remedy and such rights powers or remedies shall be cumulative.

13 ASSIGNMENT

13.1 The Client may not assign or otherwise transfer, in whole or in part, any or all of its rights and/or obligations under the Contract without the prior written consent of Cyres.

14 NOTICES

14.1 With the exception of notification of Support Issues, any notice required to be given shall be in writing and shall be sent to the last known address of the recipient or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally, or by first class pre-paid letter, email or fax transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting, and if by email or fax when dispatched (provided that a confirming copy is sent by post in accordance with this clause).
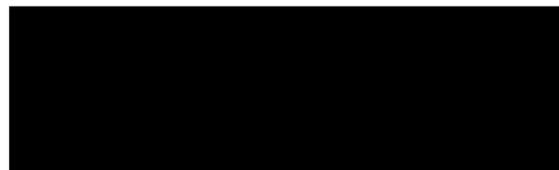
15 LAW

15.1 The Contract shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

SIGNED ON THIS 23rd DAY OF MARCH 2016.
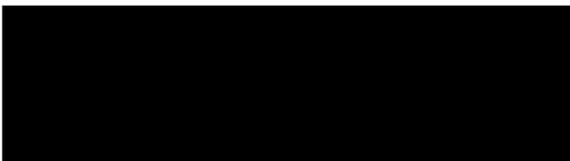
For and on behalf of Cyres Limited

For and on behalf of Public Health England (on behalf of South West Region Screening Quality Assurance)

Appendix A - Pricing

Product	License	Installation	Support / Maintenance / Upgrades	Hosting	Total
South West					
Cytology (4 sites)	███	███	███	█	███
Colposcopy	█	█	█	█	█
Cinergy QA (8 sites)	█	███	███	█	███
Total	███	███	███	█	███
Yubikeys (+/- 50)	█	█	█	█	███
Discounted Total	£███	███	███	█	███
South Central					
Cytology (1 site)	███	███			███
Colposcopy (12 sites)	███	███	███		███
Cinergy QA	███	███			███
Total	███	███	███	█	███
Discounted Total					███
Eastern – Milton Keynes	███	███	███		███
South East Coast QARC (19 DB sites) Colposcopy	███	███	███		███

These figures cover:

- roll out the two Cyres products (Cytology and Cinergy QA) around the South West region

- the four remaining Cytology Labs – licenses, installation costs and first year support / maintenance and upgrades in South West

- installation costs for Cinergy QA at the additional 8 sites (East Midlands deal covered 16 sites whereas there are 24 in total around the South West).

- license, installation and support charges for rolling out Cinergy QA around all sites

- Provision for 50 x Yubikeys = when a KC return is submitted a Yubikey is needed whenever a patient history is accessed.

In addition if revised hosting costs could be agreed any surplus would be held as credit.

In addition to the above, Cyres offer a series of training sessions, free of charge, within each area to help with project recognition and adoption. Suggestion of two half day sessions for the South West to be arranged with the project leader.

If any sites do not take up the finance, that this can be used to cover neighbouring lab and colposcopy services out of region supplying a service to in region sites.

Price list for additional licensing:

Product	Per	License	Installation	Annual Support
Cytology	**Site**	███	███	███
Colposcopy	**Site**	███	███	██
	QARC DB site	██	██	██
	Region - QA Sub			███
Cinergy QA	**Site**	███	███	██

Schedule 2

Key Personnel

The table below sets out those individuals appointed as Key Personnel pursuant to clause 2.3:

Name	Role	Responsibilities/Authorities
	PHE Supervisory Officer	
	Contact Person at each site	

Region	Trust Name	Main Contact Details
	Bath	██████████████████████████████
	Bodmin	█████
	Bournemouth	███████
	Bristol (Southmead)	█████████████████████
	Bristol (St Michaels)	████████
	Cornwall	██████████████
	Dorchester	██████████████
	Exeter	██████
	Gloucestershire	████████████████
	N Devon	████████
	Plymouth	████████
	Poole	██████████████
	S Devon	██████
	Salisbury	████████
	Swindon	███████
	Taunton	█████████████
	Yeovil	███████████████████

Appendix 1 – Invoicing

Product	Region	Notes	Last Invoiced renewal		Current Charge			Balance to Invoice: 1/4/15 - 31/3/16				Invoice Amount: 1/4/16 - 31/3/17		
			Start Date	End Date	Net Amount	VAT	Total			Days Pro Rata	Ex VAT			Ex VAT
Cinergy	Eastern	Cinergy Cytology support	28/07/2014	27/07/2015	£1,049.25	£209.85	£1,259.10	28/07/2015	31/03/2016	247	£710.04	01/04/2016	31/03/2017	£1,049.25
	Eastern	Cinergy QA Dataset	10/12/2013	09/12/2014				01/04/2015	31/03/2016			01/04/2016	31/03/2017	
	East Midlands	Support - QA	01/12/2012	30/11/2013				01/04/2015	31/03/2016			01/04/2016	31/03/2017	
	South West	Regional Subs	01/01/2014	31/12/2014				01/04/2015	31/03/2016			01/04/2016	31/03/2017	
Cinergy - Hostin	London	Hosting	01/03/2014	28/02/2015				01/04/2015	31/03/2016			01/04/2016	31/03/2017	
	East Midlands	Hosting / backup / upgrades	01/12/2012	30/11/2013				01/04/2015	31/03/2016			01/04/2016	31/03/2017	
EQA	Eastern	Support	01/04/2014	31/03/2015				01/04/2015	31/03/2016			01/04/2016	31/03/2017	
	London	Support	10/10/2013	09/10/2014				01/04/2015	31/03/2016			01/04/2016	31/03/2017	
	North West	Support	12/01/2014	11/01/2015				01/04/2015	31/03/2016			01/04/2016	31/03/2017	
	Northern & Yorks	Support	01/09/2013	31/08/2014				01/04/2015	31/03/2016			01/04/2016	31/03/2017	
	South East Coast	Support	15/11/2013	14/11/2014				01/04/2015	31/03/2016			01/04/2016	31/03/2017	
	East Midlands	Support	26/09/2013	25/09/2014				01/04/2015	31/03/2016			01/04/2016	31/03/2017	
	South West	Support						01/04/2015	31/03/2016			01/04/2016	31/03/2017	
EQA Web	London	Hosting	22/04/2014	21/04/2015				22/04/2015	31/03/2016	344		01/04/2016	31/03/2017	
Cytology	Eastern	Support - QA	13/03/2014	12/03/2015				01/04/2015	31/03/2016			01/04/2016	31/03/2017	
	London	Support - QA	01/01/2014	31/12/2014				01/04/2015	31/03/2016			01/04/2016	31/03/2017	
	East Midlands	Support - QA	15/12/2013	14/12/2014				01/04/2015	31/03/2016			01/04/2016	31/03/2017	
	West Midlands	Support N Staffs	19/04/2014	18/04/2015				19/04/2015	31/03/2016	347		01/04/2016	31/03/2017	
	West Midlands	Support - Walsgrave	30/03/2014	29/03/2015				01/04/2015	31/03/2016			01/04/2016	31/03/2017	
	West Midlands	Support - QA	01/02/2014	31/01/2015				01/04/2015	31/03/2016			01/04/2016	31/03/2017	
	West Midlands	Support - New Cross	31/01/2014	31/01/2015				01/04/2015	31/03/2016			01/04/2016	31/03/2017	
	West Midlands	Support - Birminghm Heartlands	19/11/2014	18/11/2014				01/04/2015	31/03/2016			01/04/2016	31/03/2017	
	East Midlands	Lab Support (Kettering, Leicester, Derby)	01/08/2013	31/07/2014				01/04/2015	31/03/2016			01/04/2016	31/03/2017	
	South West	Support - 4 labs													
Colposcopy	London	Support	24/07/2014	23/07/2015				24/07/2015	31/03/2016	251		01/04/2016	31/03/2017	
	South West	Support	01/04/2014	31/03/2015				01/04/2015	31/03/2016			01/04/2016	31/03/2017	
	Eastern	Support	01/01/2014	31/12/2014				01/04/2015	31/03/2016			01/04/2016	31/03/2017	
	East Midlands	Support - QA	01/12/2012	30/11/2013				01/04/2015	31/03/2016			01/04/2016	31/03/2017	
	Northern & Yorks	Support - QA	01/04/2012	31/03/2013				01/04/2015	31/03/2016			01/04/2016	31/03/2017	
			Overall Total		£83,680.50									

APPENDIX 2

Additional services:

- Cyres can supply any additional services required at the daily rate of ▮▮▮ + VAT + expenses (at cost).

- Any such services would be quoted for in writing on a project basis and no work would be commenced until written approval had been received in accordance with Schedule 4 – Change Control Procedure.

SCHEDULE 3

SECURITY MANAGEMENT PLAN

The following definition(s) shall apply:
"Breach of Security" in accordance with the security requirements in schedule 2.1 (Services Requirements) and the Security Policy, shall mean the occurrence of:
(a) any unauthorised access to or use of the Services, the Customer Premises, the Sites, the Supplier System and/or any ICT, information or data (including the Confidential Information and the Customer's Data) used by the Customer and/or the Supplier in connection with this Contract; and/or
(b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Customer Data), including any copies of such information or data, used by the Customer and/or used by or available to the Supplier in connection with this Contract;
"ISMS" the Information Security Management System as defined by ISO/IEC 27001, the scope of which will be agreed by the Parties and will directly reflect the scope of the Services;
"Protectively Marked" shall have the meaning as set out in the Security Policy Framework;
"Security Management Plan" the Supplier's security plan prepared pursuant to paragraph 3 of schedule 2.5 (Security Management Plan) and as attached at appendix 2 to schedule 2.5 (Security Management Plan);
"Security Policy Framework" means the Cabinet Office Security Policy Framework (available from the Cabinet Office Security Policy Division);

"Security Tests" shall have the meaning set out in paragraph 4.1 of schedule 2.5 (Security Management Plan);

1. INTRODUCTION

This schedule covers:
1.1 principles of protective security to be applied in delivering the Services;
1.2 wider aspects of security relating to the Services;
1.3 the development, implementation, operation, maintenance and continual improvement of the ISMS;
1.4 the creation and maintenance of the Security Management Plan;
1.5 audit and testing of the ISMS' compliance with the Security Services and any further security requirements set out in schedule 2.1 (Services Description);
1.6 the Security Standards;
1.7 conformance to ISO/IEC 27001 (Information Security Requirements Specification) and ISO/IEC 27002 (Information Security Code of Practice); and
1.8 obligations in the event of actual, potential or attempted breaches of security.

2. PRINCIPLES OF SECURITY

2.1 The Supplier acknowledges that the Customer places great emphasis on the confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and the Security Management Plan.
2.2 The Supplier shall be responsible for the effective performance of the ISMS and shall at all times provide a level of security which:
2.2.1 is in accordance with Good Industry Practice, Law and this Contract;
2.2.2 complies with the Security Policy;
2.2.3 [complies with at least the minimum set of security measures and standards as determined by the Cabinet Office Security Policy Framework (Tiers 1-4) (as detailed in paragraph 5.1 of schedule 2.3 (Standards))available from the Cabinet Office Security Policy Division (COSPD)];
2.2.4 meets any specific security threats to the ISMS;
2.2.5 is in accordance with the Standards including the Security Standards;
2.2.6 complies with ISO/IEC 27001 and ISO/IEC 27002 in accordance with paragraph 6 of this schedule; and
2.2.7 complies with the security requirements as set out in schedule 2.1 (Services Requirements).
2.3 The references to standards, guidance and policies set out in paragraph 2.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, from time to time.

2.4   In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Customer's Representative of such inconsistency immediately upon becoming aware of the same, and the Customer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

2.5   APPROACH TO SECURITY

2.5.1 NOT USED

3.   ISMS AND SECURITY MANAGEMENT PLAN

3.1   Introduction

3.1.1   The Supplier shall develop, implement, operate, maintain and continuously improve an ISMS which will without prejudice to paragraph 2.2, be approved by the Customer, tested pursuant to paragraph 4, periodically updated, and audited in accordance with ISO/IEC 27001.

3.1.2   The Supplier shall develop and maintain a Security Management Plan, which shall include ISMS in accordance with this schedule The Supplier shall comply with its obligations set out in the Security Management Plan.

3.1.3   Together the ISMS and the Security Management Plan shall, unless otherwise specified by the Customer, aim to protect all aspects of the Services and all processes associated with the delivery of the Services, including the Customer Premises, the Sites, the Supplier System and any ICT, information and data (including the Customer Confidential Information and the Customer Data) to the extent used by the Customer or the Supplier in connection with this Contract by preventing any Breaches of Security from occurring.

3.2   Development of the Security Management Plan

3.2.1   Within 20 Working Days after the Contract has been signed and in accordance with paragraph 3.4 (Amendment and Revision of the ISMS and Security Management Plan), the Supplier shall include an ISMS and shall prepare and deliver to the Customer for approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan set out in Appendix 1.

3.2.2   If the Security Management Plan or any subsequent revisions to it in accordance with paragraph 3.4 (Amendment and Revision of the ISMS and Security Management Plan) is approved by the Customer it will be adopted immediately and will replace the previous version of the Security Management Plan at Appendix 1. If the Security Management Plan is not approved by the Customer the Supplier shall amend it within [10] Working Days of a notice of non approval from the Customer and re-submit to the Customer for approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 15 Working Days (or such other period as the Parties may agree in writing) from the date of its first submission to the Customer. If the Customer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure. No approval to be given by the Customer pursuant to this paragraph 3.2.2 of this schedule may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in this paragraph 3 shall be deemed to be reasonable.

3.3   Content of the Security Management Plan

3.3.1   The Security Management Plan will set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with the provisions of this schedule (including the principles set out in paragraph 2.2).

3.3.2   The Security Management Plan (including the draft version) should also set out the detailed plans for transiting and testing all security arrangements and responsibilities from those in place at the Effective Date to those incorporated in the Supplier's ISMS at the date set out in schedule 6.1 (the Implementation Plan) to enable the Supplier to meet the full obligations of the Security Services and any further security requirements set out in schedule 2.1 (Services Description).

3.3.3   The Security Management Plan will be structured in accordance with ISO/IEC 27001 and ISO/IEC 27002, cross-referencing if necessary to other schedules of this Contract which cover specific areas included within that standard.

3.3.4   The Security Management Plan shall be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Customer engaged in the Services and shall not reference any other documents which are not either in the possession of the Customer or whose location is otherwise specified in this schedule.

3.4 Amendment and Revision of the ISMS and Security Management Plan
3.4.1 The ISMS and Security Management Plan will be fully reviewed and updated by the Supplier annually, or on such shorter periods as may be required, to reflect:
3.4.1.1 emerging changes in Good Industry Practice;
3.4.1.2 any change or proposed change to the Supplier System, the Services and/or associated processes;
3.4.1.3 any change or proposed change to the Security Standards;
3.4.1.4 any new perceived or changed security threats; and
3.4.1.5 any reasonable request by the Customer.
3.4.2 The Supplier will provide the Customer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Customer. The results of the review shall include, without limitation:
3.4.2.1 suggested improvements to the effectiveness of the ISMS;
3.4.2.2 updates to the risk assessments contained within the ISMS;
3.4.2.3 proposed modifications to the procedures and controls that effect information security in response to any events which may impact on the ISMS; and
3.4.2.4 suggested improvements in measuring the effectiveness of controls.
3.4.3 On receipt of the results of such reviews, the Customer will approve any amendments or revisions to the ISMS or the Security Management Plan in accordance with the process set out in paragraph 3.2.2.
3.4.4 Any change or amendment which the Supplier proposes to make to the ISMS or Security Management Plan other than those required pursuant to paragraph 3.4.1 above (whether as a result of a Customer request, a change to schedule 2.1 (Services Requirements) or otherwise) shall be subject to the Change Control Procedure and shall not be implemented until approved in writing by the Customer.

4.   AUDIT AND TESTING

4.1 The Supplier shall conduct tests of the ISMS ("Security Tests") on an [annual] basis or as otherwise agreed by the Parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the Customer.
4.2 The Customer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Customer with the results of such tests (in a form approved by the Customer in advance) as soon as practicable after completion of each Security Test.
4.3 Without prejudice to any other right of audit or access granted to the Customer pursuant to this Contract, the Customer and/or its authorised representatives shall be entitled at any time and without giving notice to the Supplier to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Customer may notify the Supplier of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the delivery of the Services. If such tests adversely affect the Supplier's ability to deliver the Services to the agreed Service Levels, the Supplier shall be granted relief against any resultant under-performance for the period of the tests.
4.4 Where any Security Test carried out pursuant to paragraphs 4.2 or 4.3 above reveals any actual or potential Breach of Security, the Supplier shall promptly notify the Customer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Customer's approval in accordance with paragraph 3.4.4, the Supplier shall implement such changes to the ISMS and the Security Management Plan in accordance with the timetable agreed with the Customer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy, Security Standards, the Security Services or any further security requirements as set out in schedule 2.1 such change shall be at no additional cost to the Customer.

5.   STANDARDS
The Supplier shall comply with (and shall ensure that each of the Supplier Personnel and other persons carrying out the obligations of the Supplier shall comply) with the Security Standards set out in paragraph 5 of schedule 2.3 (Standards).

6. COMPLIANCE WITH ISO/IEC 27001

6.1   The Supplier shall obtain independent certification of the ISMS to ISO/IEC 27001 within 12 months of the Effective Date and shall maintain such certification for the duration of the Contract.

6.2   If:

6.2.1   certain parts of the ISMS do not conform to Good Industry Practice; or

6.2.2   controls (as described in ISO/IEC 27002) are not consistent with the Security Policy, Security Standards and/or the Security Services,

and as a result, the Supplier reasonably believes that it is not compliant with ISO/IEC 27001, the Supplier shall promptly notify the Customer of this and the Customer in its absolute discretion may waive the requirement for certification in respect of the ISMS or the relevant parts thereof.

6.3   The Supplier shall be entitled to carry out such regular security audits as may be required, and in accordance with Good Industry Practice, in order to ensure that the ISMS maintains compliance with the principles and practices of ISO/IEC 27001.

6.4   If, on the basis of evidence obtained as a result of the audits carried out pursuant to paragraph 6.3, it is the Customer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 is not being achieved by the Supplier, then the Customer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to become compliant with the principles and practices of ISO/IEC 27001. If the Supplier does not become compliant within the required time then the Customer has the right to obtain an independent audit against these standards in whole or in part.

6.5   If, as a result of any such independent audit as described in paragraph 6.4 the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Customer in obtaining such audit.

7. BREACH OF SECURITY

7.1   Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

7.2   Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 7.1, the Supplier shall:

7.2.1   immediately take all reasonable steps necessary to:

7.2.1.1 remedy such breach or protect the integrity of the ISMS against any such potential or attempted breach or threat; and

7.2.1.2 prevent an equivalent breach in the future.

Such steps shall include any action or changes reasonably required by the Customer. In the event that such action is taken in response to a breach that is determined by the Customer acting reasonably not to be covered by the obligations of the Supplier under this Contract, then the Supplier shall be entitled to refer the matter to the Change Control Procedure; and

7.2.2   as soon as reasonably practicable provide to the Customer full details (using such reporting mechanism as defined by the ISMS) of the Breach of Security or the potential or attempted Breach of Security.

APPENDIX 1 of Schedule 3
Security Management Plan

APPENDIX 2 of Schedule 3
Security Policy
Cabinet Office Security Policy Framework

SCHEDULE 4

CHANGE CONTROL PROCEDURE

DEFINITIONS

"Customer's Change Manager"   the person appointed to that position by the Customer from time to time and notified in writing to the Supplier or, if no person is notified, the Customer Representative;

"Change Authorisation Note"   the form used by the Parties to set out the agreed Contract Change and which shall be substantially in the form of Appendix 3 to schedule 8.2 (Change Control Procedure);

"Change Request"   a written request for a Contract Change which shall be substantially in the form of Appendix 1 to schedule 8.2 (Change Control Procedure);

"Contract Change"   any change to this Contract other than an Operational Change;

"Change Communication"   any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to schedule 8.2 (Change Control Procedure);

"Supplier's Change Manager"   the person appointed to that position by the Supplier from time to time and notified in writing to the Customer or, if no person is notified, the Supplier's Representative;

"Fast-track Change"   any Contract Change which the Parties agree to expedite in accordance with paragraph 7.2 of schedule 8.2 (Change Control Procedure);

"Impact Assessment"   an assessment of a Change Request substantially in the form of Appendix 2 of schedule 8.2 (Change Control Procedure);

"Operational Change"   any change in the Supplier's operational procedures which in all respects, when implemented:

> (a)   will not affect the Charges or the Supplier's costs of performing the Services and will not result in any other costs to the Customer; and/or
>
> (b)   may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services; and/or
>
> (c)   will not adversely affect the interfaces or interoperability of the Services with any of the Customer's IT infrastructure; and/or
>
> (d)   will not require a change to the Contract; and

"Receiving Party"   the Party which receives a proposed Contract Change.

1.   GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

1.1   This schedule sets out the procedure for dealing with Contract Changes.

1.2   Operational Changes shall be processed in accordance with paragraph 8 below. If either Party is in doubt about whether a change falls within the definition of an Operational Change then it will be processed as a Contract Change.

1.3   Under this Change Control Procedure:

1.3.1   either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with paragraph 3;

1.3.2   the Supplier will assess and document the potential impact of a proposed Contract Change in accordance with paragraph 4 before the Contract Change can be either approved or implemented;

1.3.3   the Customer shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in paragraph 5;

1.3.4   the Supplier shall have the right to reject a Change Request solely in the manner set out in paragraph 6;

1.3.5   no proposed Contract Change shall be implemented by the Supplier until such time as a Change Authorisation Note has been signed and issued by the Customer in accordance with paragraph 5.2; and

1.3.6   if the circumstances or nature of a proposed Contract Change mean that it is a Fast-track Change then it shall be processed in accordance with paragraph 7.

1.4   To the extent that any Contract Change requires testing and/or a programme for implementation, then the Parties will follow the procedures set out in schedule 6.2 (Testing Procedures), and, where appropriate, the Change Authorisation Note relating to such a Contract Change shall specify a Key Milestone and Key Milestone Date and any applicable test procedures] in respect of such Contract Changes for the purposes of such procedures.

1.5   Until such time as a Change Authorisation Note has been signed and issued by the Customer in accordance with paragraph 5.2, then:

1.5.1   unless the Customer expressly agrees otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of the Contract as if the proposed Contract Change did not apply; and

1.5.2   any discussions, negotiations or other communications which may take place between the Customer and the Supplier in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Contract.

2.   COSTS

2.1   Subject to paragraph 2.3, each Party shall bear its own costs in relation to the preparation and agreement of each Change Request and Impact Assessment.

2.2   All Contract Changes shall be calculated and charged in accordance with the principles and day rates set out in schedule 7.1 (Charges and Invoicing). The Supplier will only be entitled to increase the Charges if it can demonstrate in the Impact Assessment that the proposed Contract Change requires additional resources and that such additional resources are not accounted for within the scope of Charges that are already payable by the Customer. In any event, any change to the Charges resulting from a Contract Change (whether the change will cause an increase or a decrease in the Charges) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services as amended by the Contract Change.

2.3   Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Supplier shall be paid for by the Supplier.

3.   CHANGE REQUEST

3.1   Either Party may issue a Change Request to the other Party at any time during the Term. The Change Request shall be substantially in the form of Appendix 1 to this schedule and must state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.

3.2   If the Supplier issued the Change Request, then it shall also provide an Impact Assessment to the Customer as soon as is reasonably practicable but in any event within 10 Working Days of the date of issuing the Change Request.

3.3   If the Customer issued the Change Request, then the Supplier shall provide an Impact Assessment to the Customer as soon as is reasonably practicable but in any event within 10 Working Days of the date of receiving the Change Request from the Customer provided that if the Supplier requires any clarifications in relation to the Change Request before it can deliver the Impact Assessment, then it will promptly notify the Customer and the time period shall be extended by the time taken by the Customer to provide those clarifications. The Customer shall respond to the request for clarifications as soon as is reasonably practicable and the Supplier shall provide the Customer with sufficient information to enable it to understand fully the nature of the request for clarification.

4.   IMPACT ASSESSMENT

4.1   Each Impact Assessment shall include (without limitation):

4.1.1   details of the proposed Contract Change including the reason for the Contract Change; and

4.1.2   details of the impact of the proposed Contract Change on the Services, the Additional Services and the Supplier's ability to meet its other obligations under the Contract and any variation to the terms of the Contract that will be required as a result of that impact and including without limitation changes to:

4.1.2.1 the Services Requirements and the Service Levels;

4.1.2.2 the Milestones, Implementation Plans and any other timetable previously agreed by the Parties;

4.1.2.3 other services provided by third party suppliers to the Customer, including any changes required by the proposed Contract Change to the Customer's IT infrastructure;

4.1.2.4 other proposed Contract Changes which have yet to be agreed with the Customer pursuant to this Change Control Process;

4.1.2.5 details of the cost of implementing the proposed Contract Change in accordance with the cost visibility and price transparency principles contained within schedule 7.5 (Financial Model);

4.1.2.6 details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party in accordance with the cost visibility and price transparency principles contained within schedule 7.5 (Financial Model), taking into consideration any other proposed Contract Changes and any alteration to the working practices of either Party;

4.1.2.7 a timetable for the implementation, together with any proposals for the testing of the Contract Change and the impact on any other proposed Contract Changes;

4.1.2.8 details of how the proposed Contract Change will ensure compliance with any applicable Change in Law; and

4.1.2.9 such other information as the Customer may reasonably request in (or in response to) the Change Request.

4.2 Subject to the provisions of paragraph 4.3, the Customer shall review the Impact Assessment and, within 15 Working Days of receiving the Impact Assessment, it shall respond to the Supplier in accordance with paragraph 5.

4.3 If the Customer is the Receiving Party and the Customer reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, then within five Working Days of receiving the Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Customer within 10 Working Days of receiving such notification. At the Customer's discretion, the Parties may repeat the process described in this paragraph until the Customer is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

5. CUSTOMER'S RIGHT OF APPROVAL

5.1 Within 15 Working Days of receiving the Impact Assessment from the Supplier or within 10 Working Days of receiving the further information that it may request pursuant to 4.3, the Customer shall evaluate the Change Request and the Impact Assessment and shall do one of the following:

5.1.1 approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in paragraph 5.2 below;

5.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. The Customer shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Supplier or the Services to comply with any Changes in Law. If the Customer does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection;

5.1.3 require the Supplier to modify the Change Request and/or Impact Assessment in which event the Supplier shall make such modifications within five Working Days of such request. Subject to paragraph 4.3 above, on receiving the modified Change Request and/or Impact Assessment, the Customer shall approve or reject the proposed Contract Change within 10 Working Days.

5.2 If the Customer approves the proposed Contract Change pursuant to paragraph 5.1 and it has not been rejected by the Supplier in accordance with paragraph 6 below, then it shall inform the Supplier and the Supplier shall prepare two copies of a Change Authorisation Note which it shall sign and deliver to the Customer for its signature. Following receipt by the Customer of the Change Authorisation Note, it shall sign both copies and return one copy to the Supplier. On the Customer's signature, the Change Authorisation Note shall constitute a binding variation to the Contract provided that the Change Authorisation Note is signed by:

5.2.1 the appropriate person(s) specified in paragraph 9.1 of this schedule; and

5.2.2 the Customer within 10 Working Days of receiving the Supplier's signed copy. If the Customer does not sign the Change Authorisation Note within this time period, then the Supplier shall have the right to notify the Customer and if the Customer does not sign the Change Authorisation Note within five Working Days of the date of such notification, then the Supplier may refer the matter to the Expedited Dispute Timetable pursuant to the Dispute Resolution Procedure.

6. SUPPLIER'S RIGHT OF APPROVAL

6.1 Following an Impact Assessment, if the Supplier reasonably believes that any proposed Contract Change which is requested by the Customer:

6.1.1 would materially and adversely affect the risks to the health and safety of any person; or

6.1.2 would require the Services to be performed in a way that infringes any Law; or

6.1.3 is outside of the Supplier's technical capability where:

6.1.3.1 the Supplier can demonstrate to the Customer's reasonable satisfaction that the proposed Contract Change is impossible to implement; and

6.1.3.2 the proposed Contract Change is outside the technical scope of the Services as set out in the Services Requirements ,

then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Customer of its reasons for doing so within five Working Days after the date on which it is obliged to deliver the Impact Assessment in accordance with paragraph 3.3.

7.   FAST-TRACK CHANGES

7.1   The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.

7.2   If both Parties agree in relation to a proposed Contract Change that:

7.2.1   the Contract Change does not involve any alteration to, or deviation from the contractual principles set out in the Contract; and

7.2.2   the total number of Contract Changes in relation to which this fast track procedure has been applied does not exceed five (5) in any 12 month] period (or such higher number as the Parties may from time to time agree in writing); and

7.2.3   the value of the proposed Contract Change does not exceed £100,0000 and the proposed Contract Change is not significant (as determined by the Customer acting reasonably),

then the Parties shall confirm to each other in writing that they shall use the process set out in paragraphs 2, 3, 4, 5 and 6 above but with reduced timescales, such that any period of 15 Working Days is reduced to five Working Days, any period of 10 Working Days is reduced to two Working Days and any period of five Working Days is reduced to one Working Day.

7.3   The parameters set out in paragraph 7.2 may be revised from time to time by agreement between the Parties in writing.

8.   OPERATIONAL CHANGE PROCEDURE

8.1   Any changes identified by the Supplier to improve operational efficiency of the Services may be implemented by the Supplier without following the Change Control Procedure for proposed Contract Changes provided they do not:

8.1.1   have an impact on the Customer;

8.1.2   require a change to the Contract;

8.1.3   have a direct impact on use of the Services; or

8.1.4   involve the Customer in paying any additional Charges or other costs.

8.2   The Customer may request an Operational Change by submitting a written request for Operational Change ("RFOC") to the Supplier Representative.

8.3   The RFOC shall include the following details:

8.3.1   the proposed Operational Change; and

8.3.2   time-scale for completion of the Operational Change.

8.4   The Supplier shall inform the Customer of any impact on the Services that may arise from the proposed Operational Change.

8.5   The Supplier shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the Customer when the Operational Change is completed.

9.   CHANGE AUTHORISATION

9.1   Any proposed Contract Change processed in accordance with this schedule will not be authorised and the Supplier shall not implement any proposed Contract Change until the Change Authorisation Note is signed and executed by the Customer in accordance with the Customer's Contract Change authorisation and sign off procedure(s), as notified to the Supplier in writing from time to time.

10.   COMMUNICATIONS

10.1   For any Change Communication to be valid under this schedule, it must be sent to either the Customer's Change Manager or the Supplier's Change Manager, as applicable. All Change

Communications may be hand delivered or sent by first-class post, email or facsimile. Change Communications shall be deemed to have been received at the following times:

10.1.1   if hand delivered, then at the time of delivery or, if delivered after 16.00 hours on the next Working Day;

10.1.2   if posted first class from within the UK, at 10.00 hours on the second Working Day after it was put into the post; or

10.1.3   if sent by facsimile or email, then at the expiration of 4 (four) hours after the time of despatch, if despatched before 15.00 hours on any Working Day, and in any other case at 10.00 hours on the next Working Day following the date of despatch.

10.2   In proving delivery of a Change Communication, it will be sufficient to prove that delivery was made, or that the envelope containing the Change Communication was properly addressed and posted (by prepaid first class recorded delivery post) or that the facsimile or email was properly addressed and despatched, as the case may be.

APPENDIX 1
Change Request Form
CR NO.:   TITLE: TYPE OF CHANGE:
PROJECT: REQUIRED BY DATE:
ACTION: NAME: DATE:
RAISED BY:
AREA(S) IMPACTED (OPTIONAL FIELD):
ASSIGNED FOR IMPACT ASSESSMENT BY:
ASSIGNED FOR IMPACT ASSESSMENT TO:
SUPPLIER REFERENCE NO.:
FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE:
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE:
SIGNATURE OF REQUESTING CHANGE OWNER:
DATE OF REQUEST:

APPENDIX 2
Impact Assessment Form

CR NO.:   TITLE: DATE RAISED:
PROJECT: REQUIRED BY DATE:
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND DETAILS OF ANY RELATED CONTRACT CHANGES:
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CONTRACT CHANGE:
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE OR COST-PLUS BASIS):
DETAILS OF ANY PROPOSED CONTRACT AMENDMENTS:
DETAILS OF ANY SERVICE LEVELS AFFECTED:
DETAILS OF ANY OPERATIONAL SERVICE IMPACT:
DETAILS OF ANY INTERFACES AFFECTED:
DETAILED RISK ASSESSMENT:
RECOMMENDATIONS:

APPENDIX 3
Change Authorisation Note

CR NO.:   TITLE: DATE RAISED:
PROJECT: TYPE OF CHANGE: REQUIRED BY DATE:
[KEY MILESTONE DATE: [if any]   ]
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND DETAILS OF ANY RELATED CONTRACT CHANGES:
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CONTRACT CHANGE:
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE OR COST-PLUS BASIS):

SIGNED ON BEHALF OF THE CUSTOMER: SIGNED ON BEHALF OF THE SUPPLIER:

Signature:_____   Signature:_____
Name:_____   Name:_____
Position:_____   Position:_____
Date:_____   Date:_____