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14. any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Clause **APPOINTMENT OF KEY SUB-CONTRACTORS**
- 14.1 The Supplier shall only be entitled to sub-contract its obligations to the Key Sub-Contractors listed in Framework Schedule 7 (Key Sub-Contractors) where such Key Sub-Contractors are set out in the Order Form.
- 14.2 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Sub-Contractor, it must obtain the prior written consent of CCS and the Buyer (such consent not to be unreasonably withheld or delayed). CCS and/or the Buyer may reasonably withhold its consent to the appointment of a Key Sub-Contractor if any of them considers that:
- 14.2.1 the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Services or may be contrary to its interests;
- 14.2.2 the proposed Key Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
- 14.2.3 the proposed Key Sub-Contractor employs unfit persons.
- 14.3 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
- 14.3.1 provisions which will enable the Supplier to discharge its obligations under this Contract;
- 14.3.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;
- 14.3.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
- 14.3.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer;
- 14.3.5 obligations no less onerous on the Key Sub-Contractor than those imposed on the Supplier under this Contract in respect of:
- (a) the data protection requirements set out in Clause **PROTECTION OF PERSONAL DATA** (Data Protection);
- (b) the FOIA requirements set out in Clause **TRANSPARENCY AND FOIA** (Transparency and FOIA);
- (c) the keeping of records in respect of the services being provided under the Key Sub-Contract; and
- (d) the conduct of audits set out in Clause **RECORDS AND AUDIT** (Records and Audit);
- 14.3.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses **TERMINATION AND EXPIRY** and **CONSEQUENCES OF TERMINATION AND EXPIRY** of this Contract; and



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- 14.3.7 a provision restricting the ability of the Key Sub-Contractor to sub-contract all or any part of the provision of the Services provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer.
- 14.3.8 **CONFIDENTIALITY** (Confidentiality); and
- 14.3.9 the Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.
- 14.4 The Supplier waives (and shall procure that each of the Supplier Personnel shall waive) any moral rights which it is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, to the extent such rights arise.
- 14.5 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 14.6 The Supplier shall, during and after the Contract Period, on written demand, indemnify the Buyer against all Losses incurred by, awarded against or agreed to be paid by the Buyer (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.
- 14.7 If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier must, at its own expense and the Buyer's sole option, either:
- 14.7.1 obtain for the Buyer the right to continue using the relevant item which is subject to the IPR Claim; or
- 14.7.2 replace or modify the relevant item which is subject to the IPR Claim with non-infringing substitutes without adversely affecting the functionality or performance of such item.
15. **PUBLICITY AND BRANDING**
- 15.1 The Supplier shall not, and shall take all reasonable steps to ensure the Supplier Personnel do not, make any press announcements or publicise this Contract or any part of it in any way nor use the Buyer's name or brand in any promotion or marketing or announcement of orders, without the Buyer's prior written approval (the decision of the Buyer to approve or not shall not be unreasonably withheld or delayed).
- 15.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services and Deliverables) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.



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## 16. SECURITY REQUIREMENTS

- 16.1 The Supplier shall, and shall procure that all Supplier Personnel shall, comply with the Buyer's the Security Policy, or in the absence of such policy, the Buyer's reasonable security requirements notified to the Supplier from time to time.
- 16.2 Without prejudice to Clause The Supplier shall, and shall procure that all Supplier Personnel shall, comply with the Buyer's the Security Policy, or in the absence of such policy, the Buyer's reasonable security requirements notified to the Supplier from time to time., where the Supplier (and any Supplier Personnel) have access to the Buyer System then the Supplier shall, and shall procure that all Supplier Personnel shall, comply with the Buyer's enhanced security requirements (which may include compliance with the Buyer's ICT policy) set out in the Order Form (if any).
- 16.3 Where a Buyer has notified the Supplier that the award of this Contract by the Buyer shall be conditional upon the Supplier having an accredited security facility and a number of UK national security cleared personnel, the Supplier shall have:
- 16.3.1 (or be willing obtain within such period as agreed between the Parties) an accredited secure facility environment in accordance with HMG Security Policy Framework May 2018 and/or any future variations to the policy, (commonly referred to as List X). Further information on List X accreditation can be found at: <https://www.gov.uk/government/publications/security-policy-framework>; and
- 16.3.2 a number of UK national security cleared personnel prior to the Commencement Date.
- 16.4 If the Supplier fails to comply with Clause Where a Buyer has notified the Supplier that the award of this Contract by the Buyer shall be conditional upon the Supplier having an accredited security facility and a number of UK national security cleared personnel, the Supplier shall have: above, then without prejudice to the Buyer's other rights and remedies (if any), the Buyer shall be entitled to terminate this Contract for material Default in accordance with Clause The Buyer may terminate this Contract at any time with immediate effect for material Default by issuing a written notice to the Supplier where:.

## 17. RECORDS AND AUDIT

- 17.1 The Supplier will maintain full and accurate records, documents and accounts, using Good Industry Practice and generally accepted accounting principles, of the:
- 17.1.1 operation of this Contract and the Services and/or Deliverables provided under it (including any Sub-Contracts); and
- 17.1.2 amounts paid by the Buyer under this Contract.
- 17.2 The Supplier's records and accounts will be kept until the latest of the following dates:
- 17.2.1 7 years after the date of termination or expiry of this Contract; or



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- 17.2.2 another date agreed between the Parties.
- 17.3 The Supplier will allow representatives of the Buyer, the Comptroller and Auditor General and their staff, any appointed representatives of the National Audit Office, HM Treasury, the Cabinet Office and any successors or assigns of any of the above, access to the records, documents, account information and Supplier premises as may be required by them and subject to reasonable and appropriate confidentiality undertakings, to:
- 17.3.1 verify that the Supplier is complying with the terms of this Contract, including the accuracy of the Charges;
- 17.3.2 inspect the integrity, confidentiality and security of Personal Data;
- 17.3.3 review and verify any books of accounts kept by the Supplier in connection with the provision of the Services and Deliverables only for the purposes of auditing the Charges under this Contract;
- 17.3.4 review and verify any other aspect of the delivery of the Services and provision of the Deliverables including to review compliance with any Law; and
- 17.3.5 review any records about the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records.
- 17.4 Subject to any confidentiality obligations, the Supplier will provide all audit information within scope and give auditors access to Supplier Personnel and in each case without undue delay.
- 17.5 The Buyer will use reasonable endeavours to ensure that any audit does not unreasonably disrupt the Supplier, but the Supplier accepts that control over the conduct of audits carried out by the auditors is outside of the Buyer's control.
- 17.6 Each Party is responsible for its own costs incurred in respect of its compliance with the audit obligations in this Clause **RECORDS AND AUDIT**, save that the Supplier will reimburse the Buyer its reasonable audit costs if the audit reveals a material Default.

## 18. **INSURANCE**

- 18.1 Without limitation to the generality of Clause Notwithstanding the benefit to the Buyer of the policy or policies of insurance referred to in Framework Schedule 14 (Insurance Requirements), the Supplier shall effect and maintain any such further policy or policies of insurance or extensions to such existing policy or policies of insurance procured by under the Framework in respect of all risks which may be incurred by the Supplier arising out of its performance of its obligations under this Contract. , the Supplier shall ensure that it maintains the policy or policies of insurance referred to in the Order Form.
- 18.2 Notwithstanding the benefit to the Buyer of the policy or policies of insurance referred to in Framework Schedule 14 (Insurance Requirements), the Supplier shall effect and maintain



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any such further policy or policies of insurance or extensions to such existing policy or policies of insurance procured by under the Framework in respect of all risks which may be incurred by the Supplier arising out of its performance of its obligations under this Contract.

## 19. PROTECTION OF PERSONAL DATA

- 19.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor unless otherwise specified in the Schedule of Processing, Personal Data and Data Subjects. The only processing that the Supplier is authorised to do is listed in the Schedule of Processing, Personal Data and Data Subjects by the Buyer and may not be determined by the Supplier.
- 19.2 The Supplier shall notify the Buyer immediately if it considers that any of the Buyer's instructions infringe the Data Protection Legislation.
- 19.3 The Supplier shall provide all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Buyer, include:
- 19.3.1 a systematic description of the envisaged processing operations and the purpose of the Processing;
  - 19.3.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
  - 19.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
  - 19.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 19.4 The Supplier shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:
- 19.4.1 Process that Personal Data only in accordance with the Schedule of Processing, Personal Data and Data Subjects, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Buyer before Processing the Personal Data unless prohibited by Law;
  - 19.4.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Buyer may reasonably reject (but failure to reject shall not amount to approval by the Buyer of the adequacy of the Protective Measures), having taken account of the:
    - (a) nature of the data to be protected;
    - (b) harm that might result from a Data Loss Event;
    - (c) state of technological development; and
    - (d) cost of implementing any measures;



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- 19.4.3 ensure that:
- (a) the Supplier Personnel do not Process Personal Data except in accordance with this Contract (and in particular the Schedule of Processing, Personal Data and Data Subjects);
  - (b) it takes all reasonable steps to ensure the reliability and integrity of any of the Supplier Personnel who have access to the Personal Data and ensure that they:
    - (i) are aware of and comply with the Supplier's duties under this Clause;
    - (ii) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
    - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Buyer or as otherwise permitted by this Contract; and
    - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- 19.4.4 not transfer Personal Data outside to a Restricted Country unless the prior written consent of the Buyer has been obtained and the following conditions are fulfilled:
- (a) the Buyer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37 as relevant) as determined by the Buyer;
  - (b) the Data Subject has enforceable rights and effective legal remedies;
  - (c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Buyer in meeting its obligations);
  - (d) the Supplier complies with any reasonable instructions notified to it in advance by the Buyer with respect to the processing of the Personal Data; and
  - (e) in respect of any Processing in, or transfer of Personal Data to, any Restricted Country permitted in accordance with this Clause not transfer Personal Data outside to a Restricted Country unless the prior written consent of the Buyer has been obtained and the following conditions are fulfilled; the Supplier shall, when requested by the Buyer, promptly enter into an agreement with the Buyer including or on such provisions as the Standard Contractual Clauses and/or such variation as a regulator or the



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Buyer might require which terms shall, in the event of any conflict, take precedence over those in this Clause **PROTECTION OF PERSONAL DATA**, and the Supplier shall comply with any reasonable instructions notified to it in advance by the Buyer with respect to the transfer of the Personal Data; and

- 19.4.5 at the written direction of the Buyer, delete or return Personal Data (and any copies of it) to the Buyer on termination of this Contract unless the Supplier is required by Law to retain the Personal Data.
- 19.5 Subject to Clause if in relation to it Processing Personal Data under or in connection with this Contract it:
- 19.5.1 receives a Data Subject Request (or purported Data Subject Request);
- 19.5.2 receives a request to rectify, block or erase any Personal Data;
- 19.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation; or
- 19.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- 19.5.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- 19.5.6 becomes aware of a Data Loss Event.
- 19.6 The Supplier's obligation to notify under Clause Subject to Clause if in relation to it Processing Personal Data under or in connection with this Contract it:
- 19.6.1 receives a Data Subject Request (or purported Data Subject Request);
- 19.6.2 receives a request to rectify, block or erase any Personal Data;
- 19.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation; or
- 19.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- 19.6.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- 19.6.6 becomes aware of a Data Loss Event.
- 19.7 The Supplier's obligation to notify under Clause Subject to Clause if in relation to it Processing Personal Data under or in connection with this Contract it:



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- 19.7.1 receives a Data Subject Request (or purported Data Subject Request);
  - 19.7.2 receives a request to rectify, block or erase any Personal Data;
  - 19.7.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation; or
  - 19.7.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
  - 19.7.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - 19.7.6 becomes aware of a Data Loss Event.
- 19.8 The Supplier's obligation to notify under Clause Subject to Clause if in relation to it Processing Personal Data under or in connection with this Contract it:
- 19.8.1 receives a Data Subject Request (or purported Data Subject Request);
  - 19.8.2 receives a request to rectify, block or erase any Personal Data;
  - 19.8.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation; or
  - 19.8.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
  - 19.8.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - 19.8.6 becomes aware of a Data Loss Event.
- 19.9 The Supplier's obligation to notify under Clause 18.5 shall include the provision of further information to the Buyer in phases, as details become available., the Supplier shall notify the Buyer immediately shall include the provision of further information to the Buyer in phases, as details become available., the Supplier shall notify the Buyer immediately shall include the provision of further information to the Buyer in phases, as details become available., the Supplier shall notify the Buyer immediately shall include the provision of further information to the Buyer in phases, as details become available., the Supplier shall notify the Buyer immediately if in relation to it Processing Personal Data under or in connection with this Contract it:
- 19.9.1 receives a Data Subject Request (or purported Data Subject Request);
  - 19.9.2 receives a request to rectify, block or erase any Personal Data;



- 19.9.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation; or
  - 19.9.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
  - 19.9.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - 19.9.6 becomes aware of a Data Loss Event.
- 19.10 The Supplier's obligation to notify under Clause Subject to Clause if in relation to it Processing Personal Data under or in connection with this Contract it:
- 19.10.1 receives a Data Subject Request (or purported Data Subject Request);
  - 19.10.2 receives a request to rectify, block or erase any Personal Data;
  - 19.10.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation; or
  - 19.10.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
  - 19.10.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - 19.10.6 becomes aware of a Data Loss Event.
- 19.11 The Supplier's obligation to notify under Clause Subject to Clause if in relation to it Processing Personal Data under or in connection with this Contract it:
- 19.11.1 receives a Data Subject Request (or purported Data Subject Request);
  - 19.11.2 receives a request to rectify, block or erase any Personal Data;
  - 19.11.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation; or
  - 19.11.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
  - 19.11.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - 19.11.6 becomes aware of a Data Loss Event.



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- 19.12 The Supplier's obligation to notify under Clause Subject to Clause if in relation to it Processing Personal Data under or in connection with this Contract it:
- 19.12.1 receives a Data Subject Request (or purported Data Subject Request);
  - 19.12.2 receives a request to rectify, block or erase any Personal Data;
  - 19.12.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation; or
  - 19.12.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
  - 19.12.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - 19.12.6 becomes aware of a Data Loss Event.
- 19.13 The Supplier's obligation to notify under Clause Subject to Clause if in relation to it Processing Personal Data under or in connection with this Contract it:
- 19.13.1 receives a Data Subject Request (or purported Data Subject Request);
  - 19.13.2 receives a request to rectify, block or erase any Personal Data;
  - 19.13.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation; or
  - 19.13.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
  - 19.13.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - 19.13.6 becomes aware of a Data Loss Event.
- 19.14 The Supplier's obligation to notify under Clause 18.5 shall include the provision of further information to the Buyer in phases, as details become available., the Supplier shall notify the Buyer immediately shall include the provision of further information to the Buyer in phases, as details become available., the Supplier shall notify the Buyer immediately shall include the provision of further information to the Buyer in phases, as details become available., the Supplier shall notify the Buyer immediately shall include the provision of further information to the Buyer in phases, as details become available., the Supplier shall notify the Buyer immediately shall include the provision of further information to the Buyer in phases, as details become available.
- 19.15 Taking into account the nature of the processing, the Supplier shall provide the Buyer with full assistance in relation to either Party's obligations under Data Protection Legislation and



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any complaint, communication or request made under Clause Subject to Clause if in relation to it Processing Personal Data under or in connection with this Contract it:

- 19.15.1 receives a Data Subject Request (or purported Data Subject Request);
  - 19.15.2 receives a request to rectify, block or erase any Personal Data;
  - 19.15.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation; or
  - 19.15.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
  - 19.15.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - 19.15.6 becomes aware of a Data Loss Event.
- 19.16 The Supplier's obligation to notify under Clause Subject to Clause if in relation to it Processing Personal Data under or in connection with this Contract it:
- 19.16.1 receives a Data Subject Request (or purported Data Subject Request);
  - 19.16.2 receives a request to rectify, block or erase any Personal Data;
  - 19.16.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation; or
  - 19.16.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
  - 19.16.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - 19.16.6 becomes aware of a Data Loss Event.
- 19.17 The Supplier's obligation to notify under Clause Subject to Clause if in relation to it Processing Personal Data under or in connection with this Contract it:
- 19.17.1 receives a Data Subject Request (or purported Data Subject Request);
  - 19.17.2 receives a request to rectify, block or erase any Personal Data;
  - 19.17.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation; or
  - 19.17.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;



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- 19.17.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - 19.17.6 becomes aware of a Data Loss Event.
- 19.18 The Supplier's obligation to notify under Clause Subject to Clause if in relation to it Processing Personal Data under or in connection with this Contract it:
- 19.18.1 receives a Data Subject Request (or purported Data Subject Request);
  - 19.18.2 receives a request to rectify, block or erase any Personal Data;
  - 19.18.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation; or
  - 19.18.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
  - 19.18.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - 19.18.6 becomes aware of a Data Loss Event.
- 19.19 The Supplier's obligation to notify under Clause 18.5 shall include the provision of further information to the Buyer in phases, as details become available., the Supplier shall notify the Buyer immediately shall include the provision of further information to the Buyer in phases, as details become available., the Supplier shall notify the Buyer immediately shall include the provision of further information to the Buyer in phases, as details become available., the Supplier shall notify the Buyer immediately shall include the provision of further information to the Buyer in phases, as details become available., the Supplier shall notify the Buyer immediately (and insofar as possible within the timescales reasonably required by the Buyer) including by promptly providing:
- 19.19.1 the Buyer with full details and copies of the complaint, communication or request;
  - 19.19.2 such assistance as is reasonably requested by the Buyer to enable the Buyer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - 19.19.3 the Buyer, at its request, with any Personal Data it holds in relation to a Data Subject;
  - 19.19.4 assistance as requested by the Buyer following any Data Loss Event; and
  - 19.19.5 assistance as requested by the Buyer with respect to any request from the Information Commissioner's Office, or any consultation by the Buyer with the Information Commissioner's Office.



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- 19.20 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause **PROTECTION OF PERSONAL DATA**.
- 19.21 The Supplier shall allow for audits of its Processing activity by the Buyer or the Buyer's designated auditor or representative.
- 19.22 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 19.23 Before allowing any Sub-processor to Process any Personal Data related to this Contract, the Supplier must:
- 19.23.1 notify the Buyer in writing of the intended Sub-processor and processing;
  - 19.23.2 obtain the written consent of the Buyer;
  - 19.23.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause **PROTECTION OF PERSONAL DATA** such that they apply to the Sub-processor; and
  - 19.23.4 provide the Buyer with such information regarding the Sub-processor as the Buyer may reasonably require.
- 19.24 The Supplier shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 19.25 The Buyer may, at any time on not less than thirty (30) Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by Attachment to this Contract).
- 19.26 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance, codes of practice, codes of conduct, regulatory guidance, standard clauses or any other related laws arising from the GDPR.

## 20. **TERMINATION AND EXPIRY**

### **Buyer Termination Rights**

- 20.1 The Buyer may terminate this Contract without reason at any time by issuing a written notice to the Supplier giving at least thirty (30) Working Days written notice unless a different period is specified in the Order Form.
- 20.2 The Buyer may terminate this Contract at any time with immediate effect for material Default by issuing a written notice to the Supplier where:
- 20.2.1 the Supplier commits any material Default of this Contract which is not, in the reasonable opinion of the Buyer, capable of remedy; and/or



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- 20.2.2 the Supplier commits a Default, including a material Default, which in the opinion of the Buyer is remediable but has not remedied such Default to the satisfaction of the Buyer within fifteen (15) Working Days of being notified in writing to do so.
- 20.3 For the purpose of Clause The Buyer may terminate this Contract at any time with immediate effect for material Default by issuing a written notice to the Supplier where:, a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default.
- 20.4 The Buyer may terminate this Contract with immediate effect by issuing a written notice to the Supplier where an Insolvency Event affecting the Supplier occurs.

#### **Supplier Termination Rights**

- 20.5 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate this Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.
- 20.6 The Supplier shall continue to perform all of its obligations under this Contract and shall not suspend the provision of the Services for failure of the Buyer to pay undisputed sums of money (whether in whole or in part).

#### **Partial Termination and Suspension**

- 20.7 Where the Buyer has the right to terminate this Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends this Contract it can provide the Services and/or Deliverables itself or buy them from a third party.
- 20.8 The Buyer can only partially terminate or suspend this Contract if the remaining parts of this Contract can still be used to effectively deliver the intended purpose. The Parties must agree any necessary variation required by Clause Where the Buyer has the right to terminate this Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends this Contract it can provide the Services and/or Deliverables itself or buy them from a third party. in accordance with Clause Either Party may request a variation to this Contract provided that such variation does not amount to a material change of this Contract within the meaning of the Regulations and the Law. Such a change will only be effective if agreed in writing and signed by both Parties., but the Supplier may not either:
- 20.8.1 reject the variation;
- 20.8.2 increase the Charges, except where the right to partial termination is under Clause The Buyer may terminate this Contract without reason at any time by issuing a written notice to the Supplier giving at least thirty (30) Working Days written notice unless a different period is specified in the Order Form..
- 20.9 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause Where the Buyer has the right to terminate this Contract it can terminate



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or suspend (for any period), all or part of it. If the Buyer suspends this Contract it can provide the Services and/or Deliverables itself or buy them from a third party..

## 21. CONSEQUENCES OF TERMINATION AND EXPIRY AND EXIT MANAGEMENT

- 21.1 Even if a notice has been served to terminate this Contract, unless otherwise notified by the Buyer, the Supplier must continue to provide the Services and Deliverables until the dates set out in the notice and as necessary to comply with this Clause **CONSEQUENCES OF TERMINATION AND EXPIRY**.
- 21.2 Expiry or termination of this Contract will not affect:
- 21.2.1 any rights, remedies or obligations accrued before its termination or expiry (as applicable); and
  - 21.2.2 the right of either Party to recover any amount outstanding at the time of termination or expiry (as applicable).
- 21.3 Upon termination or expiry of this Contract:
- 21.3.1 the rights and obligations of the Parties under this Contract will cease, except those continuing provisions identified in Clause The following Clauses survive the termination or expiry of this Contract: Clause **LIABILITIES** (Liabilities), Clause **INTELLECTUAL PROPERTY RIGHTS** (Intellectual Property Rights), Clause **RECORDS AND AUDIT** (Records and Audit), Clause **PROTECTION OF PERSONAL DATA** (Protection of Personal Data), Clause **CONSEQUENCES OF TERMINATION AND EXPIRY AND EXIT MANAGEMENT** (Consequences of Termination and Expiry and Exit Management), Clause **CONFIDENTIALITY** (Confidentiality), Clauses The Supplier must tell the Buyer within 48 hours if it receives a Request For Information. - The Buyer may talk to the Supplier to help it decide whether to publish information under this Clause **TRANSPARENCY AND FOIA**. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion. (FOIA), Clause **INVALIDITY** (Invalidity), Clause **ENTIRE AGREEMENT AND THIRD PARTY RIGHTS** (Entire Agreement and Third Party Rights), Clause **GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION** (Governing Law, Jurisdiction and Dispute Resolution), Schedule 1 (Definitions) and any Clauses and Schedules which are expressly or by implication intended to continue.;
  - 21.3.2 the Buyer will pay any outstanding Charges properly due to the Supplier;
  - 21.3.3 the Supplier will:
    - (a) promptly return all Buyer Property in the possession, custody or control of the Supplier or the Supplier Personnel to the Buyer;
    - (b) at no additional cost, promptly deliver all Deliverables (whether or not then complete) to the Buyer in accordance with any reasonable instructions given by the Buyer;



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- (c) where the Buyer terminates this Contract under Clause The Buyer may terminate this Contract at any time with immediate effect for material Default by issuing a written notice to the Supplier where; at no additional cost, co-operate fully in the handover (if any) and re-procurement (including to a replacement supplier);
- (d) within 10 Working Days of the termination or expiry date, return to the Buyer on a pro rata basis any sums paid in advance for Services and/or Deliverables due to be provided by the Supplier under this Contract for any period post the termination or expiry date (as applicable);

21.3.4 each Party will promptly either:

- (a) return all copies of the other's Confidential Information in such Party's custody, possession or control unless there is a legal requirement to keep it or this Contract states otherwise; or
- (b) (where the other Party has given its prior written consent to its destruction) destroy the other Party's Confidential Information and confirm its destruction to the reasonable satisfaction of the other Party.

21.4 The following Clauses survive the termination or expiry of this Contract: Clause **LIABILITIES** (Liabilities), Clause **INTELLECTUAL PROPERTY RIGHTS** (Intellectual Property Rights), Clause **RECORDS AND AUDIT** (Records and Audit), Clause **PROTECTION OF PERSONAL DATA** (Protection of Personal Data), Clause **CONSEQUENCES OF TERMINATION AND EXPIRY AND EXIT MANAGEMENT** (Consequences of Termination and Expiry and Exit Management), Clause **CONFIDENTIALITY** (Confidentiality), Clauses The Supplier must tell the Buyer within 48 hours if it receives a Request For Information. - The Buyer may talk to the Supplier to help it decide whether to publish information under this Clause **TRANSPARENCY AND FOIA**. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion. (FOIA), Clause **INVALIDITY** (Invalidity), Clause **ENTIRE AGREEMENT AND THIRD PARTY RIGHTS** (Entire Agreement and Third Party Rights), Clause **GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION** (Governing Law, Jurisdiction and Dispute Resolution), Schedule 1 (Definitions) and any Clauses and Schedules which are expressly or by implication intended to continue.

## 22. APPOINTMENT OF SUB-CONTRACTORS

- 22.1 The Supplier shall exercise due skill and care in the selection and appointment of any Sub-contractors to ensure that the Supplier is able to:
- 22.1.1 manage any Sub-contractors in accordance with Good Industry Practice; and
  - 22.1.2 comply with its obligations under this Contract in the delivery of the Services and provision of the Deliverables.
- 22.2 Prior to sub-contracting any of its obligations under this Contract, the Supplier shall notify the Buyer in writing of:



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- 22.2.1 the proposed Sub-Contractor's name, registered office and company registration number;
  - 22.2.2 the scope of any Services to be provided by the proposed Sub-Contractor; and
  - 22.2.3 where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Sub-Contract has been agreed on "arm's-length" terms.
- 22.3 If requested by the Buyer within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause Prior to sub-contracting any of its obligations under this Contract, the Supplier shall notify the Buyer in writing of:, the Supplier shall also provide:
- 22.3.1 a copy of the proposed Sub-Contract; and
  - 22.3.2 any further information reasonably requested by the Buyer.
- 22.4 The Buyer may, within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause Prior to sub-contracting any of its obligations under this Contract, the Supplier shall notify the Buyer in writing of: (or, if later, receipt of any further information requested pursuant to Clause If requested by the Buyer within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause Prior to sub-contracting any of its obligations under this Contract, the Supplier shall notify the Buyer in writing of:;, the Supplier shall also provide:), object to the appointment of the relevant Sub-Contractor if it considers that:
- 22.4.1 the appointment of a proposed Sub-Contractor may prejudice the provision of the Services and/or may be contrary to the interests of the Buyer;
  - 22.4.2 the proposed Sub-Contractor is unreliable and/or has not provided reasonable services to its other customers; and/or
  - 22.4.3 the proposed Sub-Contractor employs unfit persons;
- in which case, the Supplier shall not proceed with the proposed appointment.
- 22.5 If:
- 22.5.1 the Buyer has not notified the Supplier that it objects to the proposed Sub-Contractor's appointment by the later of 10 Working Days of receipt of:
    - (a) the Supplier's notice issued pursuant to Clause Prior to sub-contracting any of its obligations under this Contract, the Supplier shall notify the Buyer in writing of:; and
    - (b) any further information requested by the Buyer pursuant to Clause If requested by the Buyer within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause Prior to sub-contracting any of its obligations under this Contract, the Supplier shall notify the Buyer in writing of:;, the Supplier shall also provide:; and



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22.5.2 the proposed Sub-Contract is not a Key Sub-Contract (which shall require the written consent of CCS and the Buyer in accordance with Clause 22 (Appointment of Key Sub-contractors),

the Supplier may proceed with the proposed appointment.

22.6 The Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

### 23. APPOINTMENT OF KEY SUB-CONTRACTORS

23.1 The Supplier shall only be entitled to sub-contract its obligations to the Key Sub-Contractors listed in Framework Schedule 7 (Key Sub-Contractors) where such Key Sub-Contractors are set out in the Order Form.

23.2 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Sub-Contractor, it must obtain the prior written consent of CCS and the Buyer (such consent not to be unreasonably withheld or delayed). CCS and/or the Buyer may reasonably withhold its consent to the appointment of a Key Sub-Contractor if any of them considers that:

23.2.1 the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Services or may be contrary to its interests;

23.2.2 the proposed Key Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

23.2.3 the proposed Key Sub-Contractor employs unfit persons.

23.3 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:

23.3.1 provisions which will enable the Supplier to discharge its obligations under this Contract;

23.3.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;

23.3.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;

23.3.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer;

23.3.5 obligations no less onerous on the Key Sub-Contractor than those imposed on the Supplier under this Contract in respect of:

(a) the data protection requirements set out in Clause **PROTECTION OF PERSONAL DATA** (Data Protection);

(b) the FOIA requirements set out in Clause **TRANSPARENCY AND FOIA** (Transparency and FOIA);



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- (c) the keeping of records in respect of the services being provided under the Key Sub-Contract; and
  - (d) the conduct of audits set out in Clause **RECORDS AND AUDIT** (Records and Audit);
- 23.3.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses **TERMINATION AND EXPIRY** and **CONSEQUENCES OF TERMINATION AND EXPIRY** of this Contract; and
- 23.3.7 a provision restricting the ability of the Key Sub-Contractor to sub-contract all or any part of the provision of the Services provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer.

## 24. CONFIDENTIALITY

- 24.1 For the purposes of this Clause **CONFIDENTIALITY**, the term “**Disclosing Party**” shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and “**Recipient**” shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 24.2 Except to the extent set out in this Clause **CONFIDENTIALITY** or where disclosure is expressly permitted elsewhere in this Contract, the Recipient shall:
- 24.2.1 treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and
  - 24.2.2 not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Contract or without obtaining the owner's prior written consent;
  - 24.2.3 not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Contract; and
  - 24.2.4 immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.
- 24.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
- 24.3.1 the Recipient is required to disclose the Confidential Information by Law;
  - 24.3.2 the need for such disclosure arises out of or in connection with:
    - (a) any legal challenge or potential legal challenge against the Buyer arising out of or in connection with this Contract;



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- (b) the purpose of the examination and certification of the Buyer's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer is making use of any Services provided under this Contract; or
  - (c) the conduct of a Central Government Body review in respect of this Contract;
- 24.3.3 the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.
- 24.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
- 24.5 Subject to Clauses Except to the extent set out in this Clause **CONFIDENTIALITY** or where disclosure is expressly permitted elsewhere in this Contract, the Recipient shall: and The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:, the Supplier may only disclose the Buyer's Confidential Information on a confidential basis to:
  - 24.5.1 Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable the performance of the Supplier's obligations under this Contract; and
  - 24.5.2 its professional advisers for the purposes of obtaining advice in relation to this Contract.
- 24.6 Where the Supplier discloses Confidential Information of the Buyer pursuant to this Clause **CONFIDENTIALITY**, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 24.7 The Buyer may disclose the Confidential Information of the Supplier:
  - 24.7.1 on a confidential basis to any Central Government Body for any proper purpose of the Buyer or of the relevant Central Government Body;
  - 24.7.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
  - 24.7.3 to the extent that the Buyer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;