

RM6100 Technology Services 3

Lot 4 Order Form Attachments

ATTACHMENT 2.1 – SERVICES DESCRIPTION

1 INTRODUCTION

- 1.1 The Buyer is an Executive Agency of the Chancellor of the Exchequer. It is one of the UK's largest retail savings organisations with twenty five (25) million customers and more than £202,000,000,000 (two hundred billion pounds) of funds under management, best known for Premium Bonds but also offering a wide range of other savings products. The Buyer's remit is to raise cost-effective financing for the Government. This is achieved by offering a range of secure retail financial savings products, as an alternative to raising funds on the wholesale market.
- 1.2 The Buyer's core services are currently provided by Atos IT Services UK Limited, which manages sales processing and customer servicing, in addition to IT and infrastructure services (Legacy Service Contract). This contract will end on 31st March 2025.
- 1.3 The Buyer is embarking on a significant programme of transformation for its outsourced services, called the Rainbow Programme. This procurement exercise, for Digital Integration and Service Operations, forms part of the Rainbow Programme.
- 1.4 The Buyer aims to become a self-service digital business with lower running costs and improved technical and operational resilience. The Rainbow Programme will ensure the Buyer operates safely and can respond in a nimble, proactive way to changes in policy or the market, and deliver the scale of business, in terms of holdings, customers and accounts it may be required to support in the coming years. This will involve a series of procurement processes to deliver transformational activities through new outsourcing contracts and this Agreement for Digital Experience and Digital Enablement is one of these.
- 1.5 This Attachment 2.1 sets out the intended scope of the Services to be provided by the Supplier and to provide a description of what each Service entails.

2 SERVICES DESCRIPTION

- 2.1 The Services to be provided are described in more detail in the Annex to this Attachment incorporating the "Digital Experience and Digital Enablement Requirements overview" and the "Digital Experience and Digital Enablement Statement of Requirements".

2.2 Other Buyer Requirements

The Supplier will be required to collaborate and work alongside future suppliers appointed as part of the Rainbow Programme and beyond. Specific obligations with regard to this collaborative approach are set out in the Collaboration Agreement included in Attachment 12 (*Collaboration Agreement*).

All data and insights from the source systems under the Supplier's control will be shareable with the Buyer and its other suppliers so that they can be consumed and combined and new insights generated. Data should be in standard accessible formats that can easily be ingested into the Buyer's central Knowledge & Insight solution, shared via standard protocols and at the frequencies specified by the Buyer and its suppliers. Suppliers will be expected to adhere to the Buyer's Data Governance standards and participate in our ways of working as data stewards to ensure our data is maintained and improved as a trusted resource and valued asset.

2.3 Optional Services

Subject to the above Paragraphs, the Parties acknowledge that future integrations including the onboarding of Relevant Third Party Suppliers shall be deemed Optional Services. Any Optional Services required by the Buyer shall be subject to the provisions of Clause 5.5.

3 OPERATIONAL HOURS

- 3.1 For the purposes of interpretation of the Service Requirements and, where applicable, Attachment 2.2 (*Key Performance Indicators and Subsidiary Performance Indicators Tables*), the “**Operational Hours**”, shall mean:

Services Area	Operational Hours
Digital Service – Web	24 x 7 x 365
Digital Service – Mobile App	24 x 7 x 365
Digital Service - FA Portal	24 x 7 x 365

solely in so far as it relates to the Supplier's delivery teams providing the operational elements of those elements of the Services. All other services and solutions, including for the avoidance of doubt the operating hours of the technology solutions used by the above operational teams, shall be 24 x 7 x 365, save as otherwise set out in this Contract (excluding Attachment 4.1 (*Supplier Solution*)).

4 CUSTOMER SATISFACTION

As part of the Services and in accordance with PPBL3-TECH-286 as described in Attachment 2.1 (*Services Description*), the Buyer requires, as a minimum, the Supplier to capture the Customer satisfaction information through Net Promoter Scores (NPS) and/or customer satisfaction (CSAT) for Customer on the website and mobile application.

ANNEX TO ATTACHMENT 2.1 (SERVICES DESCRIPTION)

The Digital Experience and Digital Enablement Requirements overview contained in the Word file reference “Appendix B – Statement of Requirements v1.0.docx” and the Digital Experience and Enablement Statement of Requirements contained in the Excel file reference “Copy of Package B Volume 2 – Requirements catalogue v1.7.xlsx”.



Appendix B -
Statement of Requir



Copy of Package B
Volume 2 - Requirer

ATTACHMENT 2.2 – KEY PERFORMANCE INDICATORS AND SUBSIDIARY PERFORMANCE INDICATORS TABLES

The Key Performance Indicators and Subsidiary Performance Indicators that shall apply to the Operational Services are set out below:

1 KEY PERFORMANCE INDICATORS

No	KPI title and short description	Definition	Severity levels		Service points
1	<u>Gold Level Service Availability</u> The availability of Services defined as Gold against the NS&I Service Level Taxonomy to enable Customers and Users to use NS&I services within the Service Period.	<p>Services defined as Gold against the NS&I Service Level Taxonomy shall be available 99.95% of its operating hours to enable Customers and Users to use NS&I's products and services within the Service Period.</p> <p>The measurement shall be calculated as the percentage of time within the operating hours that Gold level services are available, within the Service Period.</p>	Target Performance Level	99.95% availability	0
			Minor KPI Failure	< 99.95% availability	5
			Serious KPI Failure	< 99.9% availability	12
			Severe KPI Failure	< 99.8% availability	20
			KPI Service Threshold	< 99.7% availability	30
Reporting and measurement		Gold level service availability =	Inclusions and exclusions		
Frequency of measurement: Monthly		$\frac{(MP - SD)}{MP} \times 100$ where: MP = total number of minutes within the relevant Service Period Operational Hours; and SD = total number of minutes of Service Downtime in the relevant Service Period Operational Hours. When calculating Gold level Service Availability in accordance with this KPI 2, Operational Hours are set out in Attachment 2.1 (<i>Services Description</i>). The Services in scope for this KPI are: <ul style="list-style-type: none">• Self-serve digital touchpoints;• Customer IdAM;	Up to one (1) hour a month of permitted downtime may be agreed with the Buyer subject to the Maintenance Schedule. Service Downtime for this one hour of Permitted Maintenance in any given Service Period will be excluded from the calculation of Service Availability of 99.95% per year.		

	<ul style="list-style-type: none"> • Self-Service Journeys – banking transactions; • Customer Digital Communications; • Integration Services; • Security Monitoring; • Workflow services; • Customer Digital Profile; • Supplier IdAM; and • Operational Monitoring. 	
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No	KPI title and short description	Definition	Severity levels		Service points
2	<u>Silver Level Service Availability</u> The availability of Services defined as Silver against the NS&I Service Level Taxonomy to enable Customers and Users to use NS&I services within the Service Period.	<p>Services defined as Silver against the NS&I Service Level Taxonomy shall be available 99.9% of its operating hours to enable Customers and Users to use NS&I's products and services within the Service Period.</p> <p>The measurement shall be calculated as the percentage of time within the operating hours that Silver level services are available, within the Service Period.</p>	Target Performance Level	99.9% availability	0
			Minor KPI Failure	< 99.9% availability	2
			Serious KPI Failure	< 99.8% availability	6
			Severe KPI Failure	< 99.7% availability	10
			KPI Service Threshold	< 99.6% availability	15
Reporting and measurement		Silver level service availability =	Inclusions and exclusions		
Frequency of measurement: Monthly		$\frac{(MP-SD)}{MP} \times 100$ where: MP = total number of minutes within the relevant Service Period Operational Hours; and SD = total number of minutes of Service Downtime in the relevant Service Period Operational Hours. When calculating Silver level Service Availability in accordance with this KPI 2, Operational Hours are set out in Attachment 2.1 (<i>Services Description</i>). The Services in scope for this KPI are: <ul style="list-style-type: none">• Self-Service Journeys – non-banking transactions;• External Services Interfaces;• Assisted Digital Enablement;• Paperless Documents;• User Behaviour Analytics; and• Audit.	Up to one (1) hour a month of permitted downtime may be agreed with the Buyer subject to the Maintenance Schedule. Service Downtime for this one hour of Permitted Maintenance in any given Service Period will be excluded from the calculation of Service Availability of 99.9% per year.		

No	KPI title and short description	Definition	Severity levels		Service points
3	<u>Customer Experience Layer Performance</u>	The Customer Experience Layer shall process 99.9% of all valid User-initiated messages, or any responses to the User relating to a User-initiated message, within one (1) second (1000ms) from the point the Customer Experience Layer receives it to the point its successfully responds to the consumer system (i.e. up to the provider's boundary and excluding the time the Customer Experience Layer is waiting on a response from a downstream system), and 99.99% within two (2) seconds (2000ms).	Target Performance Level	99.9% within 1000ms and 99.99% within 2000ms	0
			Minor KPI Failure	99.9% within 1500ms and 99.99% within 2500ms	5
			Serious KPI Failure	99.9% within 2000ms and 99.99% within 3000ms	12
			Severe KPI Failure	99.9% within 2500ms and 99.99% within 3500ms	20
			KPI Service Threshold	<99.9% within 2500ms or <99.99% within 3500ms	30
Reporting and measurement			Inclusions and exclusions		
<u>Frequency of measurement:</u> Monthly					

No	KPI title and short description	Definition	Severity levels		Service points
4	<u>Critical Vulnerability Patches Deployed:</u> All Critical Vulnerability Patches shall be Deployed within the specific timescales, within the Service Period.	Critical Vulnerability Patches Deployed shall be the total number of patches deployed in a Service Period, in accordance with the timescales set out in Schedule 2.4 (<i>Security Management</i>). The measurement will be calculated as the absolute number of Critical Vulnerability Patches that were Deployed outside of the timescales within the Service Period.	Target Performance Level	Zero (0) Critical Vulnerability Patches Deployed outside of the specified timescales	0
			Minor KPI Failure	One (1) Critical Vulnerability Patch Deployed outside of the specified timescales	5
			Serious KPI Failure	-	-
			Severe KPI Failure	-	-
			KPI Service Threshold	Two (2) or more Critical Vulnerability Patches Deployed outside of the specified timescales	30
Reporting and measurement		Inclusions and exclusions			
<u>Frequency of measurement:</u> Monthly					

No	KPI title and short description	Definition	Severity levels		Service points
5	<u>High, Medium and Low Vulnerability Patches Deployed:</u> All High, Medium and Low Vulnerability Patches shall be Deployed within the specific timescales, within the Service Period.	High, Medium and Low Vulnerability Patches Deployed shall be measured as the total number of patches deployed in a Service Period, in accordance with the timescales set out in Schedule 2.4 (<i>Security Management</i>). The measurement will be calculated as a percentage of the total number of High, Medium and Low Vulnerability Patches that have been successfully Deployed within the Service Period, in accordance with the following formula, rounded to two (2) decimal places: $\text{Vulnerability Patches Deployed \%} = \frac{(VI - VP)}{VI} \times 100$ where: VI = total number of High, Medium and Low Vulnerabilities identified within the relevant Service Period; and VP = total number of High, Medium and Low Vulnerability Patches Deployed within the relevant Service Period.	Target Performance Level	98% of all High, Medium and Low Vulnerability Patches Deployed within the specified timescales	0
			Minor KPI Failure	<98% of all High, Medium and Low Vulnerability Patches Deployed within the specified timescales	3
			Serious KPI Failure	-	-
			Severe KPI Failure	-	-
			KPI Service Threshold	<90% of all High, Medium and Low Vulnerability Patches Deployed within the specified timescales	15
Reporting and measurement		Inclusions and exclusions			
<u>Frequency of measurement:</u> Monthly					

No	KPI title and short description	Definition	Severity levels		Service points
6a	<u>P1 Initial Incident Resolution Time:</u> All PI Incidents shall be Resolved within the specific timescales, within the Service Period.	All P1 Incidents shall be Resolved within the specified timescales in a Service Period. The measurement shall be calculated as the time taken from the identification and logging of a P1 Incident to the notification of restoration of Service or critical business service impacted as agreed with NS&I, within the Service Period.	Target Performance Level	P1 95% of All Incidents Resolved within two (2) hours	0
			Minor KPI Failure	P1 <95% Incidents Resolved within two (2) hours	5
			Serious KPI Failure	P1 <95% Incidents Resolved within three (3) hours	12
			Severe KPI Failure	P1 <95% Incidents Resolved within four (4) hours	20
			KPI Service Threshold	P1 <95% Incidents Resolved within five (5) hours	30
Reporting and measurement		Inclusions and exclusions			
<u>Frequency of measurement:</u> Monthly					

No	KPI title and short description	Definition	Severity levels		Service points
6b	<u>P2 Initial Incident Resolution Time:</u> All P2 Incidents shall be Resolved within the specific timescales, within the Service Period.	All P2 Incidents shall be Resolved within the specified timescales in a Service Period. The measurement shall be calculated as the time taken from the identification and logging of a P2 Incident to the notification of restoration of service or critical business service impacted as agreed with NS&I, within the Service Period.	Target Performance Level	P2 95% Incidents Resolved within four (4) hours	0
			Minor KPI Failure	P2 <95% Incidents Resolved within six (6) hours	3
			Serious KPI Failure	P2 <95% Incidents Resolved within eight (8) hours	6
			Severe KPI Failure	P2 <95% Incidents Resolved within twelve (12) hours	10
			KPI Service Threshold	P2 <95% Incidents Resolved within eighteen (18) hours	15
Reporting and measurement		Inclusions and exclusions			
<u>Frequency of measurement:</u> Monthly					

No	KPI title and short description	Definition	Severity levels		Service points
6c	<u>P3 Initial Incident Resolution Time:</u> All P3 Incidents shall be Resolved within the specific timescales, within the Service Period.	All P3 Incidents shall be Resolved within the specified timescales in a Service Period. The measurement shall be calculated as the time taken from the identification and logging of a P3 Incident to the notification of restoration of service or critical business service impacted as agreed with NS&I, within the Service Period.	Target Performance Level	P3 90% Incidents Resolved within one (1) Working Day	0
			Minor KPI Failure	P3 <90% Incidents Resolved within one (1) Working Day	1
			Serious KPI Failure	P3 <90% Incidents Resolved within two (2) Working Days	2
			Severe KPI Failure	P3 <90% Incidents Resolved within four (4) Working Days	3
			KPI Service Threshold	P3 <90% Incidents Resolved within six (6) Working Days	4
Reporting and measurement		Inclusions and exclusions			
<u>Frequency of measurement:</u> Monthly					

No	KPI title and short description	Definition	Severity levels		Service points
6d	<u>P4 Initial Incident Resolution Time:</u> All P4 Incidents shall be Resolved within the specific timescales, within the Service Period.	All P4 Incidents shall be Resolved within the specified timescales in a Service Period. The measurement shall be calculated as the time taken from the identification and logging of a P4 Incident to the notification of restoration of service or critical business service impacted as agreed with NS&I, within the Service Period.	Target Performance Level	P4 100% Incidents Resolved within thirty (30) calendar days	0
			Minor KPI Failure	P4 <100% Incidents Resolved within thirty (30) calendar days	1
			Serious KPI Failure	P4 <100% Incidents Resolved within thirty five (35) calendar days	2
			Severe KPI Failure	P4 <100% Incidents Resolved within forty (40) calendar days	3
			KPI Service Threshold	P4 <100% Incidents Resolved within forty five (45) calendar days	4
Reporting and measurement		Inclusions and exclusions			
<u>Frequency of measurement:</u> Monthly					

No	KPI title and short description	Definition	Severity levels		Service points
7a	<u>P1 Incident Root Cause Analysis:</u> All PI Incidents shall have Root Cause Analysis completed within the specific timescales, within the Service Period.	All PI Incidents shall have Root Cause Analysis completed within the specific timescales, within the Service Period. The measurement shall be calculated as the percentage of Incidents with RCA completed within the specified timescales of an Incident being Resolved, within the Service Period.	Target Performance Level	95% of All P1 RCA produced within two (2) days	0
			Minor KPI Failure	<95% of all P1 RCA produced within two (2) days	3
			Serious KPI Failure	<95% of all P1 RCA produced within three (3) days	6
			Severe KPI Failure	<95% of all P1 RCA produced within four (4) days	10
			KPI Service Threshold	>5% of all P1 RCA produced after four (4) days	15
Reporting and measurement		Inclusions and exclusions			
<u>Frequency of measurement:</u> Monthly					

No	KPI title and short description	Definition	Severity levels		Service points
7b	<u>P2 Incident Root Cause Analysis:</u> All P2 Incidents shall have Root Cause Analysis completed within the specific timescales, within the Service Period.	All P2 Incidents shall have Root Cause Analysis completed within the specific timescales, within the Service Period. The measurement shall be calculated as the percentage of Incidents with RCA completed within the specified timescales of an Incident being Resolved, within the Service Period.	Target Performance Level	95% of All P2 RCA produced within two (2) days	0
			Minor KPI Failure	<95% of all P2 RCA produced within two (2) days	3
			Serious KPI Failure	<95% of all P2 RCA produced within three (3) days	6
			Severe KPI Failure	<95% of all P2 RCA produced within four (4) days	10
			KPI Service Threshold	>5% of all P2 RCA produced after four (4) days	15
Reporting and measurement		Inclusions and exclusions			
<u>Frequency of measurement:</u> Monthly					

No	KPI title and short description	Definition	Severity levels		Service points
7c	<u>P3 Incident Root Cause Analysis:</u> All P3 Incidents shall have Root Cause Analysis completed within the specific timescales, within the Service Period.	All P3 Recurring Incidents shall have Root Cause Analysis completed within the specific timescales, within the Service Period. “Recurring” for the purpose of this KPI shall mean two (2) or more of substantially the same incident within three (3) consecutive months. The measurement shall be calculated as the percentage of Incidents with RCA completed within the specified timescales of an Incident being Resolved, within the Service Period.	Target Performance Level	95% of All P3 RCA produced within five (5) days of the start of the following calendar month	0
			Minor KPI Failure	<95% of all P3 RCA produced within five (5) days	1
			Serious KPI Failure	<95% of all P3 RCA produced within seven (7) days	2
			Severe KPI Failure	<95% of all P3 RCA produced within ten (10) days	3
			KPI Service Threshold	>5% of all P1 RCA produced after ten (10) days	4
Reporting and measurement			Inclusions and exclusions		
<u>Frequency of measurement:</u> Monthly					

No	KPI title and short description	Definition	Severity levels		Service points
7d	<u>P4 Incident Root Cause Analysis:</u> All P4 Incidents shall have Root Cause Analysis completed within the specific timescales, within the Service Period.	All P4 Recurring Incidents shall have Root Cause Analysis completed within the specific timescales, within the Service Period. “Recurring” for the purpose of this KPI shall mean two (2) or more of substantially the same incident within three (3) consecutive months. The measurement shall be calculated as the percentage of Incidents with RCA completed within the specified timescales of an Incident being Resolved, within the Service Period.	Target Performance Level	95% of All P4 RCA produced within five (5) days of the start of the following calendar month	0
			Minor KPI Failure	<95% of all P4 RCA produced within five (5) days	1
			Serious KPI Failure	<95% of all P4 RCA produced within ten (10) days	2
			Severe KPI Failure	<95% of all P4 RCA produced within fifteen (15) days	3
			KPI Service Threshold	>5% of all P4 RCA produced after fifteen (15) days	4
Reporting and measurement		Inclusions and exclusions			
<u>Frequency of measurement:</u> Monthly					

No	KPI title and short description	Definition	Severity levels		Service points
8	<u>Permanent Fix Availability:</u> All PI – P4 Incidents shall have a Permanent Fix Available within thirty (30) Working Days of the Incident being Resolved.	Where a fix has been identified as being required as a result of root cause analysis, all of those PI – P4 Incidents shall have a permanent fix successfully made Available within thirty (30) Working Days of the Incident being Resolved. A permanent fix is defined as an agreed technical solution which will prevent the event which caused the original incident from re-occurring. Available means that the solution has been defined, tested in Unit/Component testing, and documented. The measurement shall be calculated as the percentage of Incidents with a Permanent Fix successfully being made Available within the specified timescales of an Incident being Resolved, within the Service Period. The thirty (30) Working Days target starts from the point at which the original incident was resolved (i.e. the timescale runs in parallel with KPI 6 Incident Root Cause Analysis). Permanent Fix Availability % = $\frac{(PF-NA)}{PF} \times 100$ where: PF = total number of Incidents with a Permanent Fix being successfully made Available within timescales within the relevant Service Period; and NA = total number of Incidents with a Permanent Fix not made Available within specified timescales within the relevant Service Period.	Target Performance Level	100% within thirty (30) Working Days	0
			Minor KPI Failure	<100% within thirty (30) Working Days	3
			Serious KPI Failure	-	-
			Severe KPI Failure	-	-
			KPI Service Threshold	<90% within thirty (30) Working Days	15
Reporting and measurement		Inclusions and exclusions			
<u>Frequency of measurement:</u> Monthly					

No	KPI title and short description	Definition	Severity levels		Service points
9	<u>Permanent Fix Deployment:</u> All PI – P4 Incidents shall have a Permanent Fix Deployed within sixty (60) Working Days of the Incident being Resolved.	Where a fix has been identified as being required as a result of root cause analysis, all of those PI – P4 Incidents shall have a Permanent Fix successfully Deployed within sixty (60) Working Days of the Incident being Resolved. Deployment of the permanent fix means that the solution defined under KPI 9 has been integration and/or regression tested and incorporated into the current production code set under an agreed change management process. The measurement shall be calculated as the percentage of Incidents with a Permanent Fix successfully Deployed within the specified timescales of an Incident being Resolved, within the Service Period. The sixty (60) Working Days target starts from the point at which the original incident was resolved. Permanent Fix Deployment % = $\frac{(PD-ND)}{PD}$ x 100 where: PD = total number of Incidents with a Permanent Fix being successfully Deployed within timescales within the relevant Service Period; and ND = total number of Incidents with a Permanent Fix not successfully Deployed within specified timescales within the relevant Service Period.	Target Performance Level	100% within sixty (60) Working Days	0
			Minor KPI Failure	<100% within sixty (60) Working Days	3
			Serious KPI Failure	-	-
			Severe KPI Failure	-	-
			KPI Service Threshold	<90% within sixty (60) Working Days	15
Reporting and measurement			Inclusions and exclusions		
<u>Frequency of measurement:</u> Monthly					

No	KPI title and short description	Definition	Severity levels		Service points
10	<u>Post Release Incident Rate:</u> No releases shall cause a P1 or P2 incident in the live environment.	Zero P1 and P2 incidents as a result of a new release into the live environment (within a period of ninety (90) calendar days). The incident rate attributable to a release from the confirmed by root cause analysis or other investigation.	Target Performance Level	100% of releases with zero P1 or P2 incidents within ninety (90) calendar days of release date	0
			Minor KPI Failure	No P1 and one (1) P2	3
			Serious KPI Failure	One (1) P1 or two (2) P2	6
			Severe KPI Failure	Two (2) P1 or three (3) P2	10
			KPI Service Threshold	> Two (2) P1 or three (3) P2	15
Reporting and measurement			Inclusions and exclusions		
Frequency of measurement: Monthly					

No	KPI title and short description	Definition	Severity levels		Service points
11	<u>Triggered Comms Messages</u>	99.99% of triggered digital communications are sent within five (5) seconds of the trigger event being received by the digital communications platform.	Target Performance Level	99.99% within five (5) seconds	0
			Minor KPI Failure	<99.99% within five (5) seconds	3
			Serious KPI Failure	<99.90% within five (5) seconds	6
			Severe KPI Failure	<99.80% within five (5) seconds	10
			KPI Service Threshold	<99.70% within five (5) seconds	15
Reporting and measurement		Inclusions and exclusions			
<u>Frequency of measurement:</u> Monthly					

No	KPI title and short description	Definition	Severity levels		Service points
12	<u>Broadcast Comms Messages</u>	99.99% of broadcast digital communications are sent within the same calendar day as the instruction being received by the digital communications platform.	Target Performance Level	99.99% within same calendar day	0
			Minor KPI Failure	<99.99% within same calendar day	3
			Serious KPI Failure	<99.90% within same calendar day	6
			Severe KPI Failure	<99.80% within same calendar day	10
			KPI Service Threshold	<99.70% within same calendar working day	15
Reporting and measurement			Inclusions and exclusions		
<u>Frequency of measurement:</u> Monthly			Broadcast communications relate to marketing or operational specific digital mailings, so timings for instructions and sending of communications would be co-planned and agreed between the Buyer and supplier(s). If during planning for communications, the Parties mutually agree that sending within the same calendar day isn't reasonable or desirable (e.g. the Buyer requires a batch communication over several days, or there are operational or technical restraints that require this, this would not negatively impact the 99.99% target.		

No	KPI title and short description	Definition	Severity levels		Service points
13	<u>Audit and Compliance Actions:</u> Open actions related to audit and compliance.	The number of audit and remedial actions, including but not limited to, Compliance, Security, Business Continuity that remain open one (1) month or more past agreed due date.	Target Performance Level	Zero (0) actions open past agreed due date	0
			Minor KPI Failure	One (1) or more actions open past agreed due date	3
			Serious KPI Failure	Three (3) or more actions open past agreed due date, OR One (1) or more action open longer than one (1) month past agreed due date	6
			Severe KPI Failure	Five (5) actions or more actions open past agreed due date, OR One (1) or more action open longer than two (2) months past agreed due date	10
			KPI Service Threshold	Ten (10) actions open past agreed due date, OR One (1) or more action open longer than three (3) months past agreed due date	15
			Reporting and measurement		
<u>Frequency of measurement:</u> Monthly					

2 Subsidiary Performance Indicators

No	PI title and short description	Definition	Severity levels	
1	<u>P1 Incident Communication Time</u>	The time taken for the supplier to communicate a P1 Incident to NS&I from identification/discovery and raise the appropriate incident ticket (via the Incident Helpdesk). The communication should contain a number of elements – date occurred, date logged, systems/Services impacted, supplier impacted, business areas impacted, Customer impact (numbers and products) where applicable.	Target Performance Level	99% within thirty (30) minutes
			PI Service Threshold	<99% within thirty (30) minutes
			Inclusions and exclusions	
Reporting and measurement				
Frequency of measurement: Monthly				

No	PI title and short description	Definition	Severity levels	
2	<u>P2 Incident Communication Time</u>	The time taken for the supplier to communicate a P2 Incident to NS&I from identification/discovery and raise the appropriate incident ticket (via the Incident Helpdesk). The communication should contain a number of elements – date occurred, date logged, systems/Services impacted, supplier impacted, business areas impacted, Customer impact (numbers and products) where applicable.	Target Performance Level	99% within one (1) hour
			PI Service Threshold	<99% within one (1) hour
			Inclusions and exclusions	
Reporting and measurement				
Frequency of measurement: Monthly				

No	PI title and short description	Definition	Severity levels	
3	App Store Rating: The App Store (iOS and Android) rating for the current version of the Mobile Apps.	The overall App Store (or equivalent) rating associated to the current version of a Mobile App for any of: NS&I's transactional app, prize checker app, or other agreed app, shall be greater than four (4) stars out of five (5) stars, or the numerical equivalent where another rating scheme is used. The ratings will be measured for agreed mobile operating systems, such as Apple iOS and Android.	Target Performance Level	Minimum of four (4) stars (out of five (5)) on average maintained over a rolling three (3) month measurement period for each app
			PI Service Threshold	Minimum of three (3) stars (out of five (5))
Reporting and measurement			Inclusions and exclusions	
Frequency of measurement: Monthly				

No	PI title and short description	Definition	Severity levels	
4	<u>Agile/DevOps Teams Performance</u>	The percentage of story points delivered against the original target of quality, time and cost.	Target Performance Level	95% of committed story points delivered in each sprint
			PI Service Threshold	<95% of committed story points delivered in two or more sprints in a six (6) sprint window
			Inclusions and exclusions	
Reporting and measurement				
<u>Frequency of measurement:</u> Monthly				

No	PI title and short description	Definition	Severity levels	
5	<u>Agile/DevOps Teams Performance</u>	The Agile/DevOps team velocity does not decrease across a six (6) sprint average.	Target Performance Level	The velocity does not decrease across a six (6) sprint average
			PI Service Threshold	The velocity decreases across two (2) three (3) sprint averages
			Inclusions and exclusions	
Reporting and measurement				
Frequency of measurement: Monthly				

No	PI title and short description	Definition	Severity levels	
6	<p><u>Authentication Success Rate:</u> Measures whether Customers can get started every time on their digital journey, whether by: <u>A) self-service alone, or;</u> <u>B) with self-help content (password reset, etc); or</u> <u>C) with human assistance.</u></p> <p>A & B can be measured for the PPB supplier, and C measured to derive intelligence on Service improvement.</p>	<p>Percentage (%) of Customer authentication requests successfully responded to within five (5) seconds.</p> <ul style="list-style-type: none"> - AR - Number of customer authentication requests successfully responded to within x seconds - TVR - Total number of valid customer authentication requests - TR - Total number of customer authentication requests - ER – Total number of authentication requests with erroneous credentials - Where TVR = TR – ER <p>Authentication Success Rate (%) = (AR / TVR) x 100</p>	Target Performance Level	99.99% of customer authentication requests responded to within five (5) seconds
			PI Service Threshold	<99.99% of customer authentication requests responded to within five (5) seconds
	Reporting and measurement		Inclusions and exclusions	
	<p>Frequency of measurement: Monthly</p>			

ATTACHMENT 2.3 – ENVIRONMENTAL REQUIREMENTS

1 TABLE A – PROHIBITED ITEMS

<p>The following consumer single use plastics are Prohibited Items:</p>	<p>Catering</p> <ul style="list-style-type: none"> • Single use sachets e.g. coffee pods, sauce sachets, milk sachets • Take away cutlery • Take away boxes and plates • Cups made wholly or partially of plastic • Straws • Stirrers • Water bottles
	<p>Facilities</p> <ul style="list-style-type: none"> • Single use containers e.g. hand soap, cleaning products • Wipes containing plastic
	<p>Office Supplies</p> <ul style="list-style-type: none"> • Plastic envelopes • Plastic wrapping for brochures • Paper or card which is bleached with chlorine
	<p>Packaging</p> <ul style="list-style-type: none"> • Single use plastic packaging from deliveries where avoidable e.g. shrink wrapped packaging from office supplier or facilities products. • Single use carrier bags

2 TABLE B – SUSTAINABILITY REPORTS

Report Name	Content of Report	Frequency of Report
Sustainability Impact	<ul style="list-style-type: none"> a. the key sustainability impacts identified; b. sustainability improvements made; c. actions underway or planned to reduce sustainability impacts; d. contributions made to the Buyer's sustainability policies and objectives; e. sustainability policies, standards, targets and practices that have been adopted to reduce the environmental impact of the Supplier's operations and evidence of these being actively pursued, indicating arrangements for engagement and achievements. This can also include where positive sustainability impacts have been delivered; and f. risks to the Service and Sub-contractors of climate change and severe weather events such as flooding and extreme temperatures including mitigation, adaptation and continuity plans employed by the Supplier in response to those risks. 	On the anniversary of the Effective Date
Waste created	By type of material the weight of waste categories by each means of disposal in the Waste Hierarchy with separate figures for disposal by incineration and landfill.	Before contract award and on the anniversary of the Effective Date.
Waste permits	Copies of relevant permits and exemptions for waste, handling, storage and disposal.	Before the Effective Date, on the anniversary of the Effective Date and within ten (10) Working Days of there is any change or renewal to license or exemption to carry, store or dispose waste
Greenhouse Gas Emissions	Indicate greenhouse gas emissions making use of the use of the most recent conversion guidance set out in 'Greenhouse gas reporting – Conversion factors' available online at https://www.gov.uk/guidance/measuring-and-reporting-environmental-impacts-guidance-for-businesses .	On the anniversary of the Effective Date
Water Use	Volume in metres cubed.	On the anniversary of the Effective Date
Energy Use	Separate energy consumption figures for: <ul style="list-style-type: none"> a. assets deployed on the Supplier's site; b. assets deployed on the Buyer's site; c. assets deployed off-site; and d. energy consumed by IT assets and by any cooling devices deployed. 	On the anniversary of the Effective Date

	Power Usage Effectiveness (PUE) rating for each data centre/server room in accordance with ISO/IEC 31034-2/EN 50600-4-2.	
Transport Use	<ul style="list-style-type: none"> a. miles travelled by transport and fuel type, for goods delivered to the Buyer's sites; b. miles travelled by staff when visiting the Buyer's sites from the Supplier's sites or home; c. resulting Green House Gas (GHG) emissions using agreed Conversion Factors; and d. the number of multi-lateral e-meetings i.e. with more than two attendees, held by type (audio, webinar, v/conferencing) their length and number of attendees. 	On the anniversary of the Effective Date
Materials	<p>Materials usage, including:</p> <ul style="list-style-type: none"> a. type of material used; b. quantity or volume of material used; and c. amount of recycled/recovered material used 	

3 TABLE C – NOT USED

4 TABLE D – BUYER’S POLICIES AND GUIDELINES

Buyer’s Policies and Guidelines <i>Entries with an asterisk (*) are in development by the Buyer.</i>	
NS&I Business Continuity Management Policy V1.0	
NS&I Information and Data Handling Policy V1.0	
NS&I Security Vetting Policy v1.5	
NS&I Physical Security Policy v2.1	
NS&I Risk Management Framework Handbook v2.7	
NS&I Offshoring of Information Assets Policy v1.4	
NS&I Password Protection Policy v1.8	
NS&I Acceptable Use Policy v2.7	
NS&I Backup and Restore Policy*	
NS&I Brand Guidelines including in relation to Content Strategy, Inclusive Design Principles and Accessibility Principles	
NS&I Enterprise Data Strategy v1.0	
NS&I Enterprise Architecture Principles v2.1	
NS&I IT Service Continuity Management Policies and Procedures*	
NS&I Standards and Architecture Policies and Procedures*	
NS&I Availability Management Policies and Procedures v1.0	
NS&I Capacity Management Policies and Procedures*	
NS&I Service Asset and Configuration Management Policies and Procedures*	
NS&I Service Level Management Policies and Procedures*	
NS&I Service Management Policies, Procedures and Processes*	
NS&I SIAM Function Policies and Procedures*	
NS&I Financial Management Policies and Procedures*	
NS&I Service Request Management Policies and Procedures*	
NS&I Change Management Policies and Procedures*	
NS&I Customer Due Diligence Policy v1.3	
NS&I Information Asset Management Framework v5.1	
NS&I Access Control Policy v1.1	
NS&I Cloud Security Policy v1.0	
NS&I Cloud Security Standard v1.0 (and NS&I Cloud Security Standard Exception Request Form)	
NS&I Configuration Management Policy v1.0	
NS&I Identification and Authentication Policy v1.1	
NS&I Incident Response Policy v1.2	
NS&I Information System Media Protection Policy v1.1	
NS&I Maintenance Policy v1.1	
NS&I Mobile Device Policy v3.1	

NS&I Security and Awareness Training Policy v1.1
NS&I Security Assessment and Authorisation Policy v1.1
NS&I Security Supplier Management Policy v1.0
NS&I System and Information Integrity Policy v1.1
NS&I System and Services Acquisition Policy v1.1
NS&I Systems and Communication Policy v1.1
NS&I Financial Promotions and Customer Communications Policy and Handbook
Service Level Taxonomy v1.0
NS&I Privacy Notice
NS&I's Customer Accessibility Policy v1.1
NS&I Complaints Handling Policy v14 Framework
NS&I Compensation and Goodwill Policy v8
NS&I Data Quality Management Approach v1.0
NS&I Customer Data Retention Rules (CDDR) v8.5
NS&I Security Classifications Policy V1.0
NS&I Cyber Security Strategy V1.0
NS&I Information Security Policy v1.0

Note: those Standards designated in the above table by an asterisk have not been received by the Supplier at the Effective Date and shall be considered to be a new Standard for the purpose of Paragraph 2 of Schedule 2.3 (*Standards*).

5 TABLE E – PUBLICLY AVAILABLE STANDARDS AND POLICIES

Publicly Available Standards and Policies	Level of Compliance Required (Adherence/Accreditation)
The Supplier shall (when designing, implementing and delivering the Services) adopt the applicable elements of HM Government's Technology Code of Practice as documented at https://www.gov.uk/service-manual/technology/code-of-practice.html	Adherence
Government Functional Standard GovS 005	Adherence
ISO/IEC 27031:2011 <i>Guidelines for information and communication technology readiness for business continuity</i>	Adherence
Government Social Value Model as currently contained at https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts	Adherence
Her Majesty's Treasury Orange Book – Management of Risk, Principles and Concepts	Adherence
NS&I Information Asset Framework	Adherence
HMG Security Policy Framework (SPF)	Adherence
ISO 9001:2008 Quality Management	Accreditation
ISO 14001: Environmental Management	Accreditation
ISO/IEC 20000-1 2018 "Information technology — Service management – Part 1"	Adherence
ISO/IEC 20000-2 2019 "Information technology — Service management – Part 2"	Adherence
ISO27001: 2013 Information Security Standard	Accreditation
ISO 10007: 2017 "Quality management systems – Guidelines for configuration management"	Adherence
ISO 22313:2020 "Security and resilience. Business continuity management systems. Guidance on the use of ISO 22301" and, ISO/IEC 27031:2011 and ISO 22301:2019	Assurance
ISO 20022	Assurance
ISO22301 2019	Accreditation
NCSC Cloud Security Guidance	Assurance
Government Functional Standard GovS 007	Adherence
Information Technology Information Library (ITIL) (Version 4) For the purposes of management of the Services and delivery performance the Supplier shall make use of Software that complies with Good Industry Practice including availability, change, incident, knowledge, problem, release & deployment, request fulfilment, service asset and configuration, service catalogue, service level and service portfolio management. If such Software has been assessed under the ITIL Software Scheme as being compliant to "Bronze Level", then this shall be deemed acceptable.	Adherence

Publicly Available Standards and Policies	Level of Compliance Required (Adherence/Accreditation)
ISO 45001 – Health and Safety Management System	Accreditation
Open Web Application Security Projects (OWASP): including “Top ten vulnerabilities”	Adherence <i>Evidence of Adherence shall include: documented evidence of:</i> - <i>Solution design and development to mitigate the vulnerabilities</i> - <i>Independent penetration testing to demonstrate that the vulnerabilities have been mitigated</i>
The Open Group Architecture Framework (TOGAF) (Version 9)	Adherence
Communications Electronics Security Group (CESG) Good Practices and guidelines	Adherence
Baselines Personnel Security Standard (BPSS)	Adherence
HMG Security Classifications	Adherence
Public Records Act 1958	Adherence
COBIT	Adherence
HMG Cyber Security Standard	Adherence
HMG Physical Security Standard	Adherence
HMG Personnel Security Standard	Adherence
HMG Incident Management Standards	Adherence
European Payments Council (EPC) 153-10: Audit trails in security systems	Adherence
UK Retail banking regulations and guidance	Adherence
BCI Good Practice Guidelines	Adherence
NCSC 10 Steps to Cyber Security	Adherence
NCSC Device Security Guidance (Logging and Protective Monitoring)	Adherence
NCSC Device Security Guidance	Adherence
NCSC Design and Build a privately hosted Public Key Infrastructure	Adherence
NCSC Secure Sanitisation of Storage Media	Adherence
NCSC Protecting Bulk Personal Data	Adherence
NCSC Zero Trust Architecture Design Principles	Adherence
NCSC Protective DNS for the Private Sector	Adherence
NCSC Connected Places Cyber Security Principles	Adherence
NCSC Security principles for cross domain solutions	Adherence
Business Continuity Institute (BCI); Good practice and guidelines	Adherence
CyberEssentials Plus	Accreditation
All applicable elements of the NIST Cyber Security Framework	Independent review annually to PRISMA level 4
The UK Code of Practice for App Store Operators and App Developers	Adherence

6 TABLE F – BUYER SPECIFIC LEGISLATION

Buyer-Specific Legislation	
National Debt Act 1972	
The National Loans Act 1968	
National Savings Bank Act 1971	
The National Savings Regulations 2015	
The National Savings Regulations No.2 Regulations 2015	

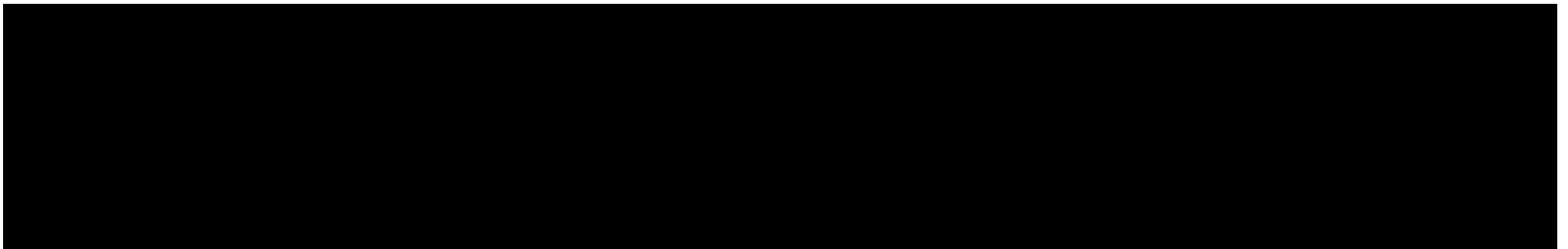
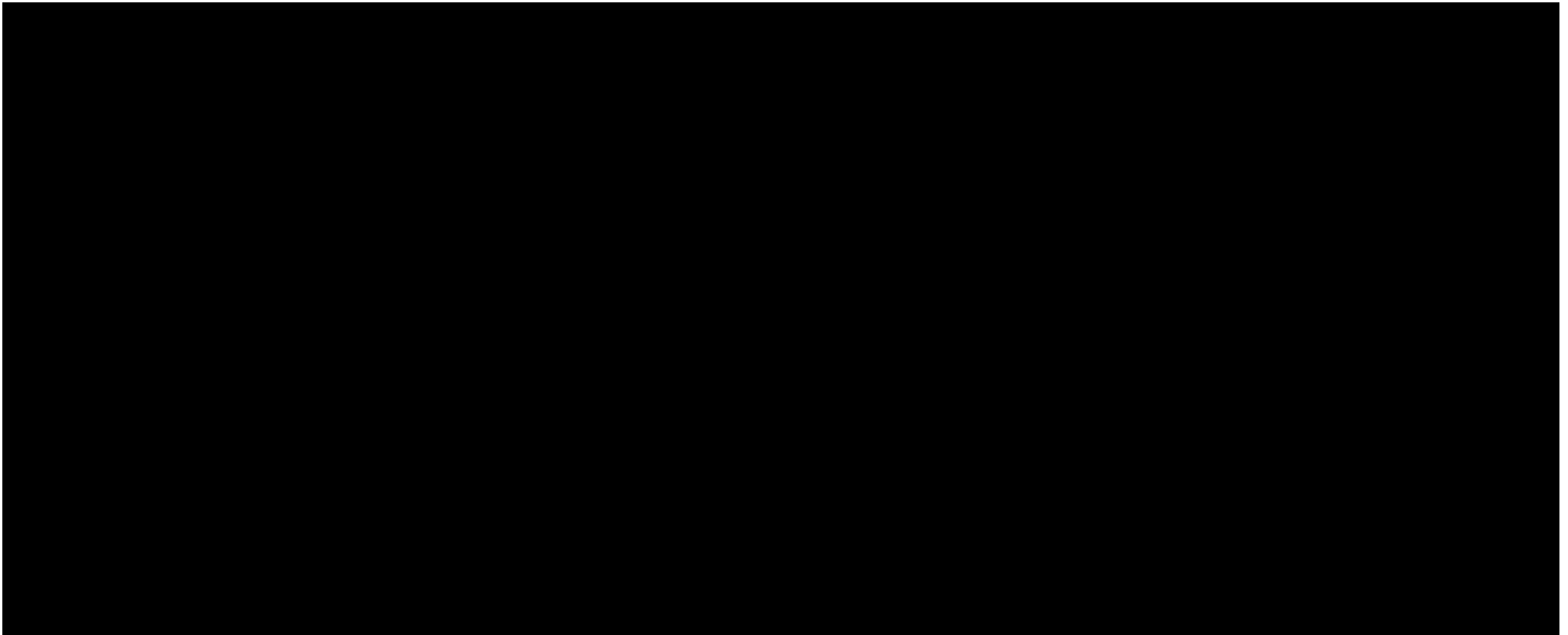
ATTACHMENT 2.4 – INFORMATION MANAGEMENT SYSTEM

To be provided by the Supplier and agreed in accordance with Paragraph 6.4 of Schedule 2.4 (*Security Management*).

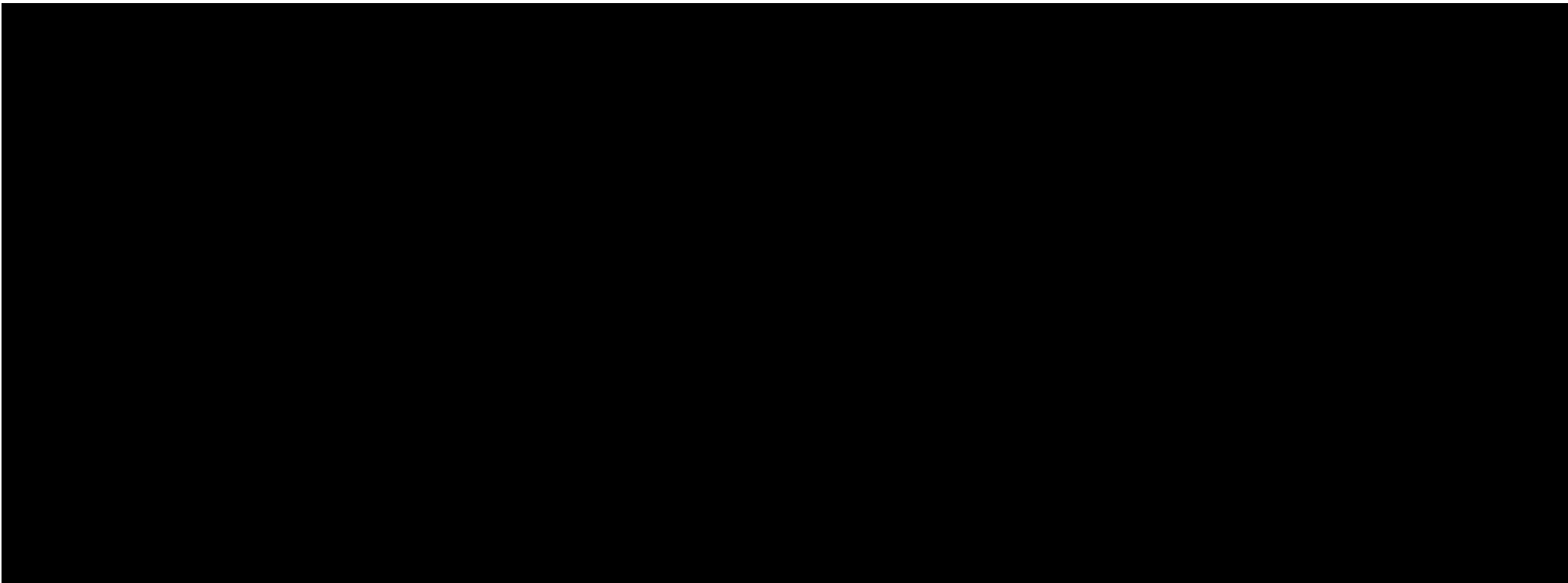
ATTACHMENT 3 – BUYER RESPONSIBILITIES

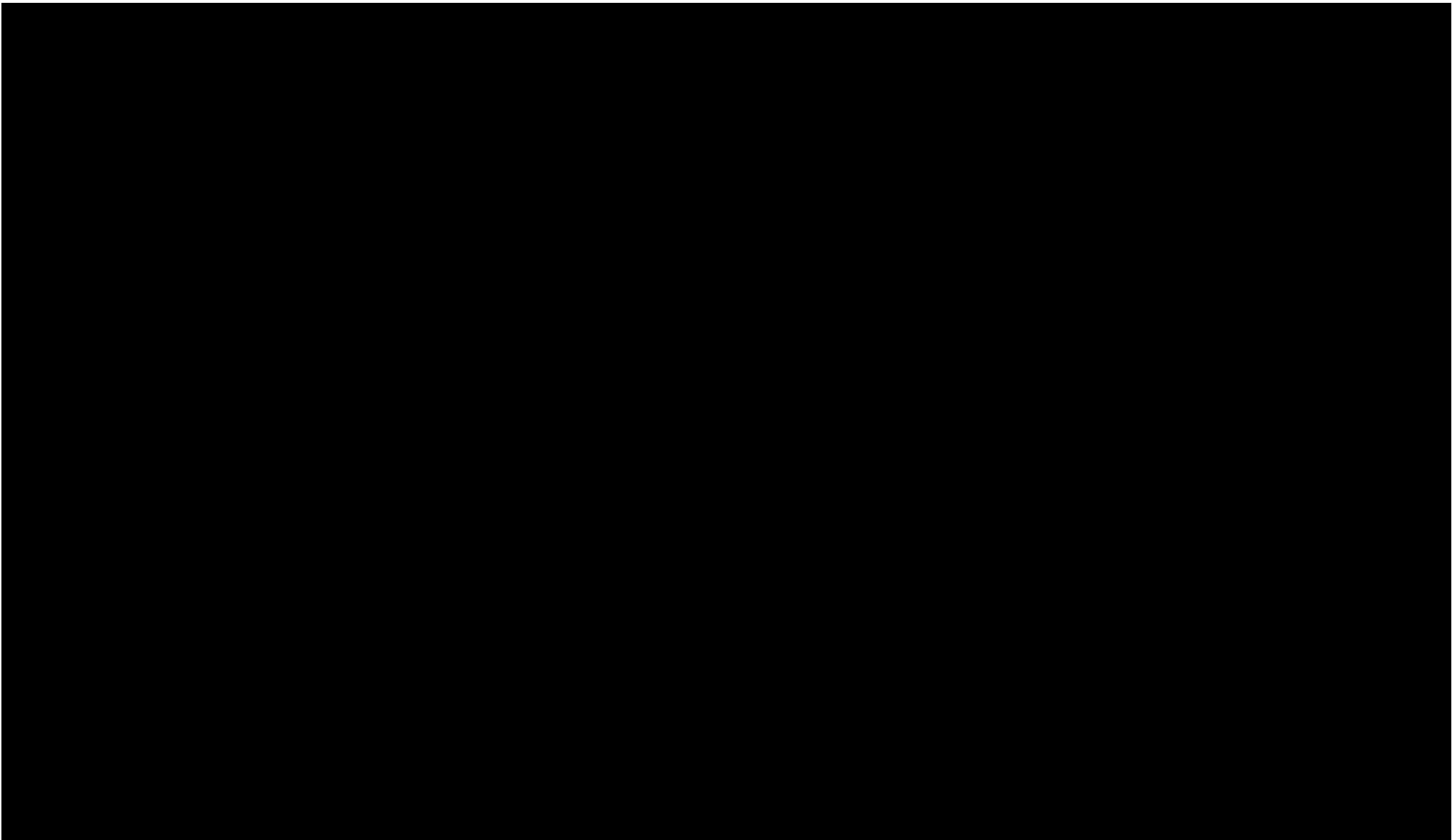
The Buyer shall, in relation to this Contract perform the Buyer's responsibilities identified as such in this Contract the details of which are set out below:

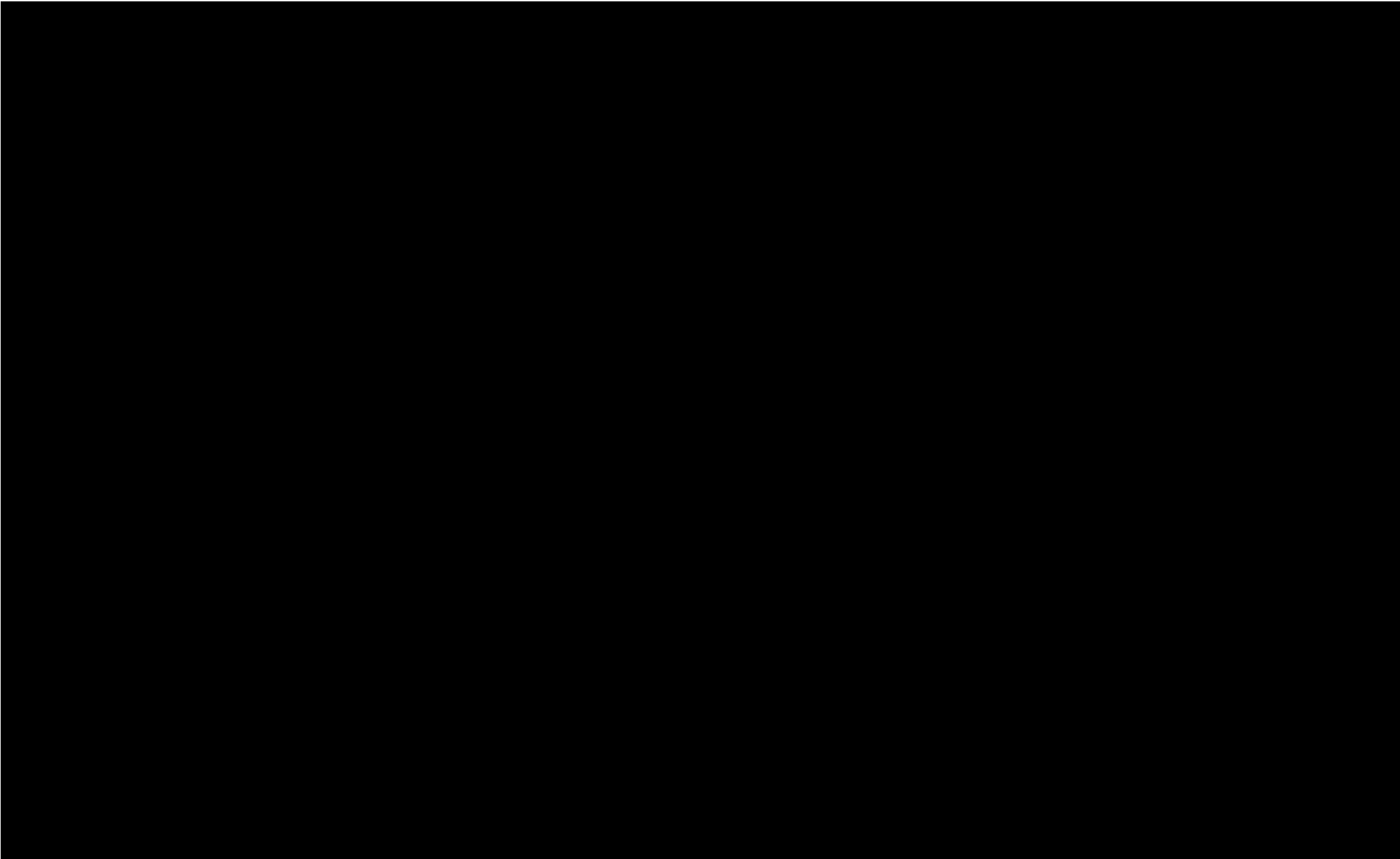
Where the dependency is required for multiple occurrences, for example multiple test phases or within each of the MVP deliverables, the first occurrence of the dependency is included below.

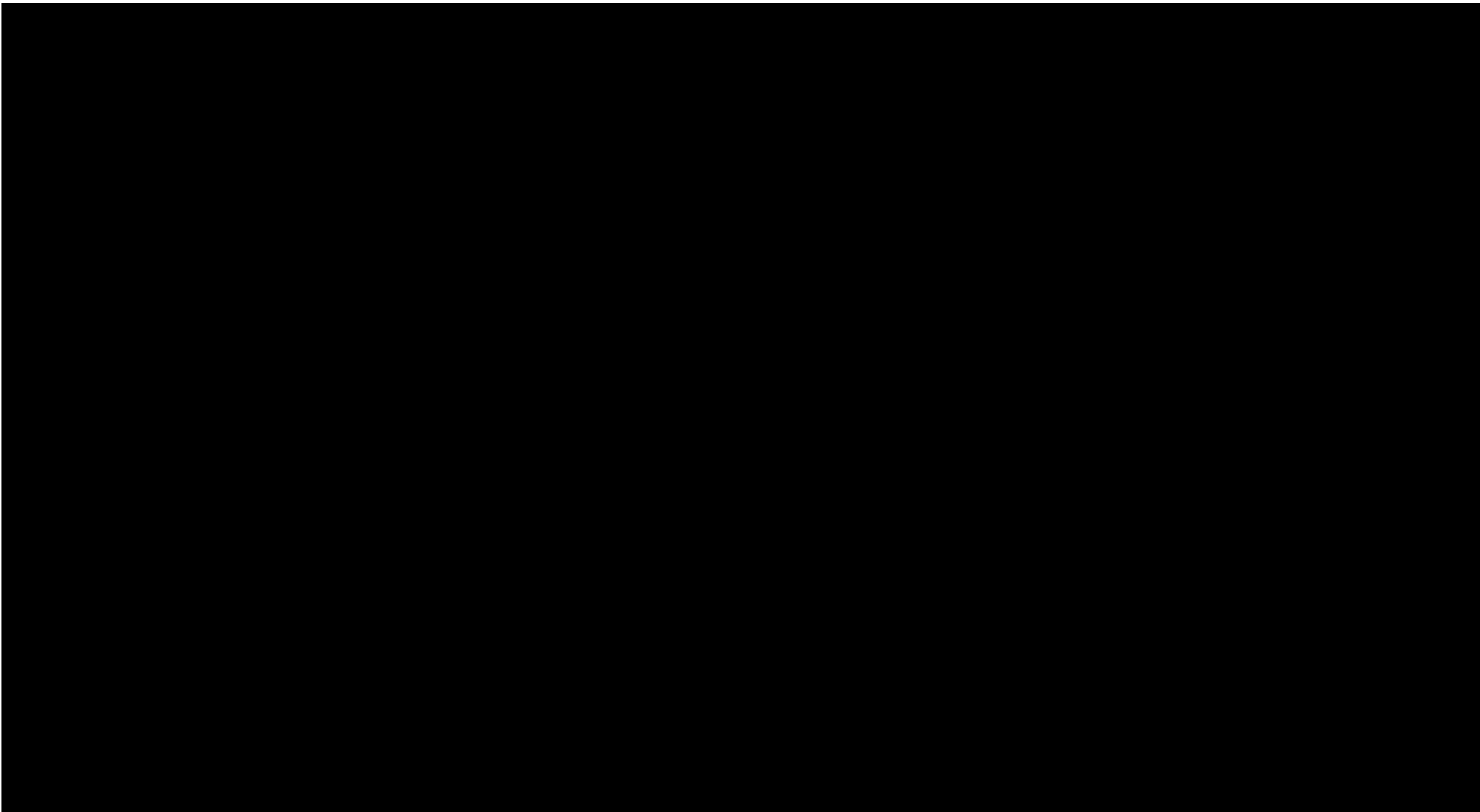


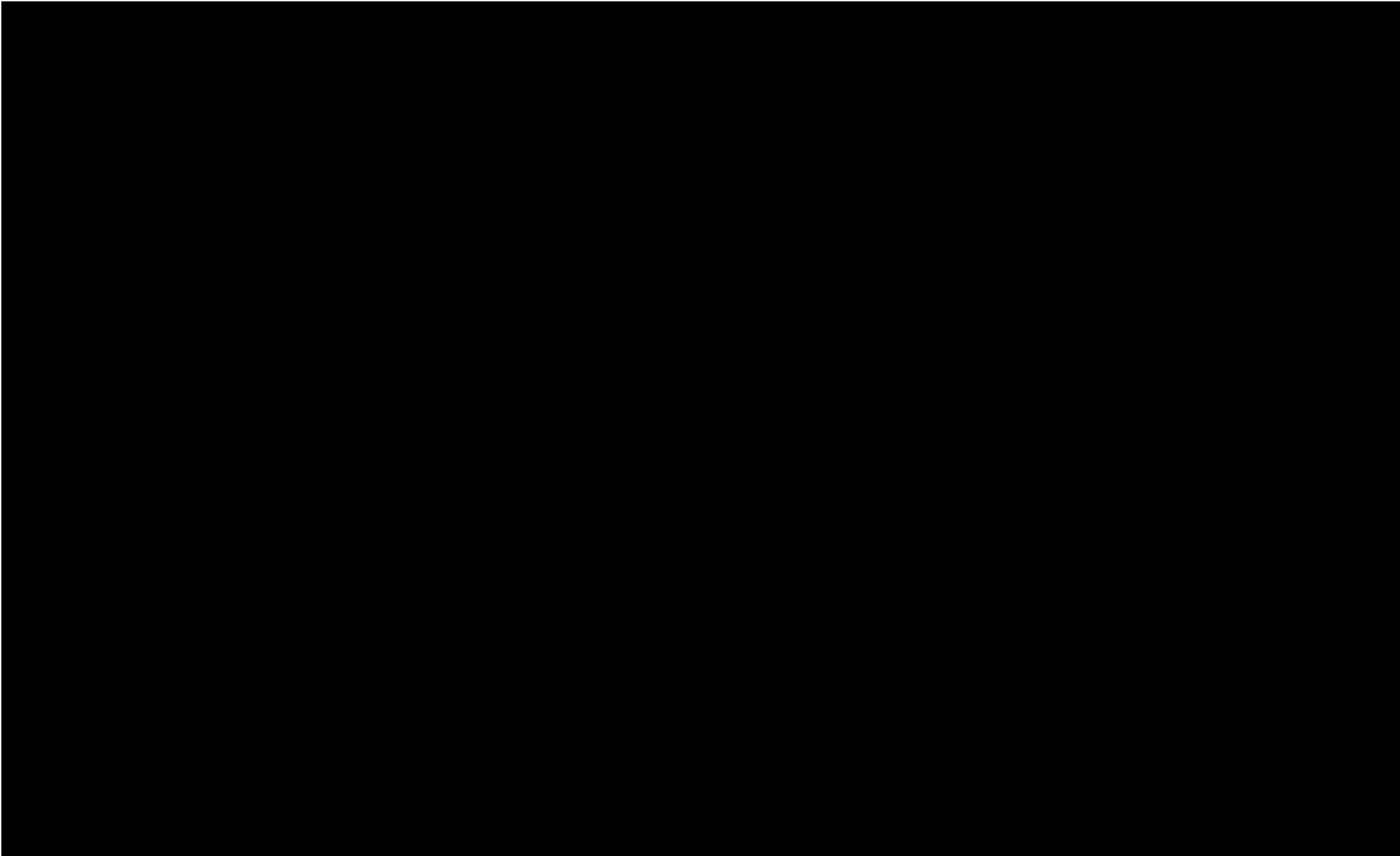


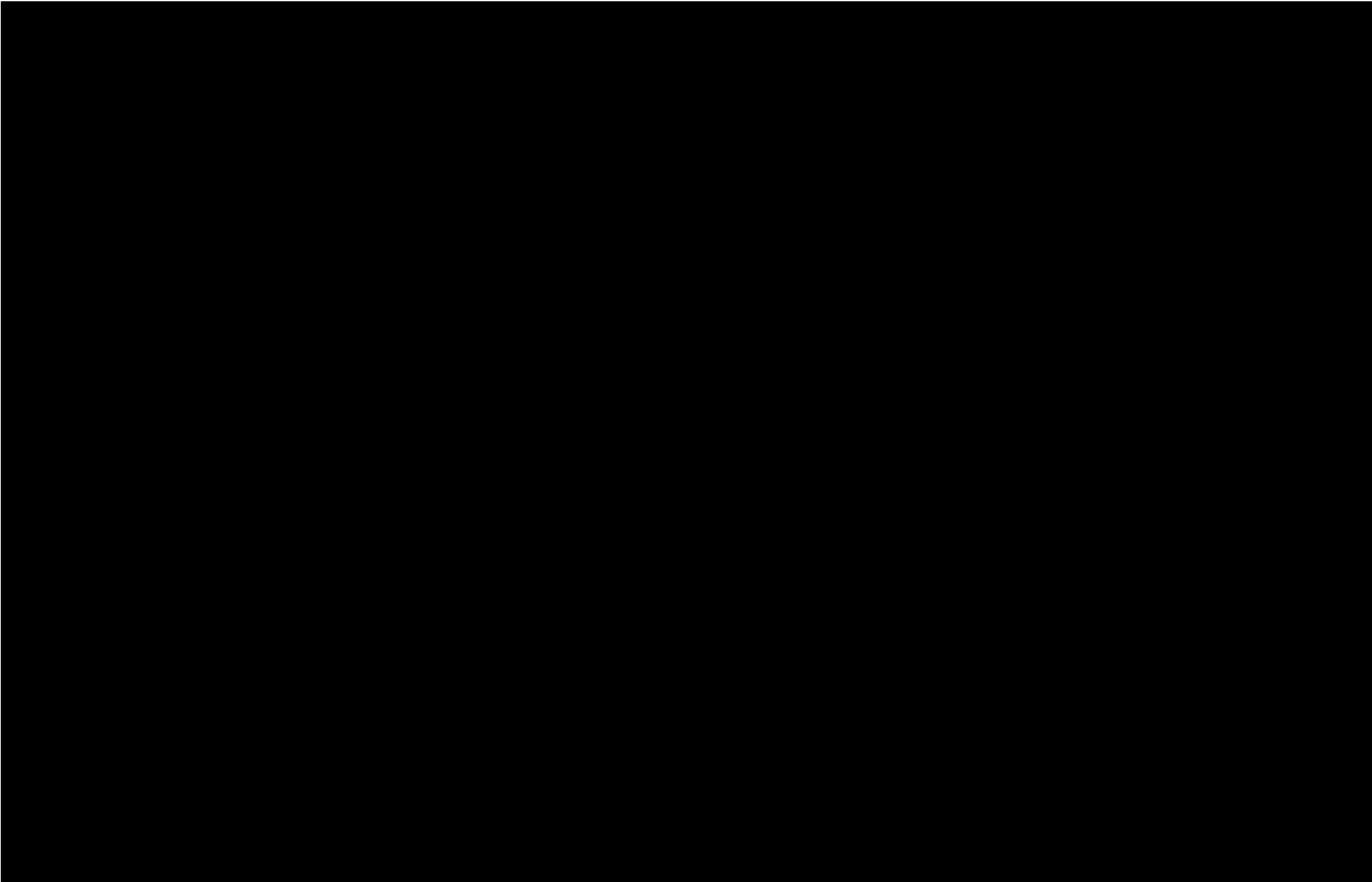


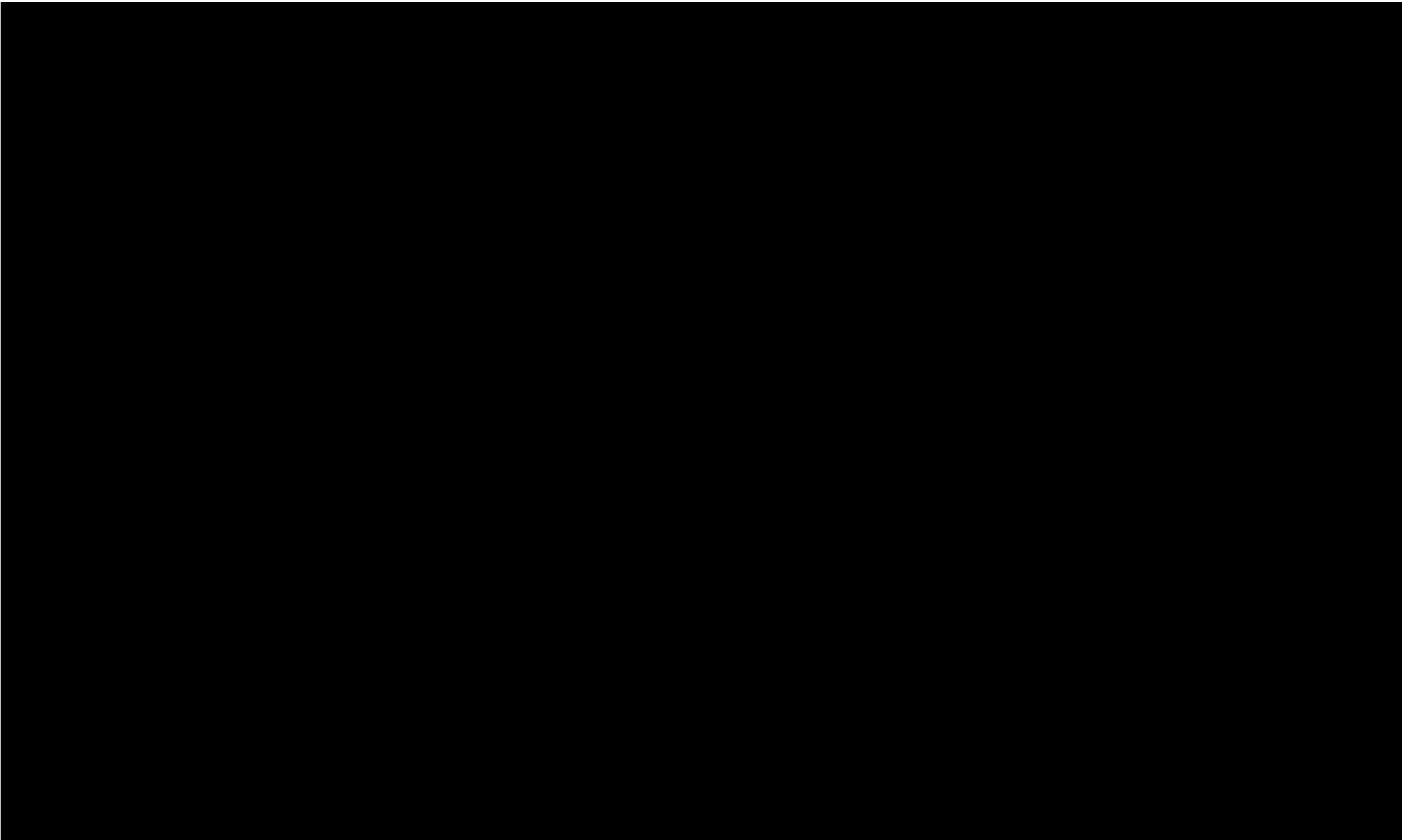


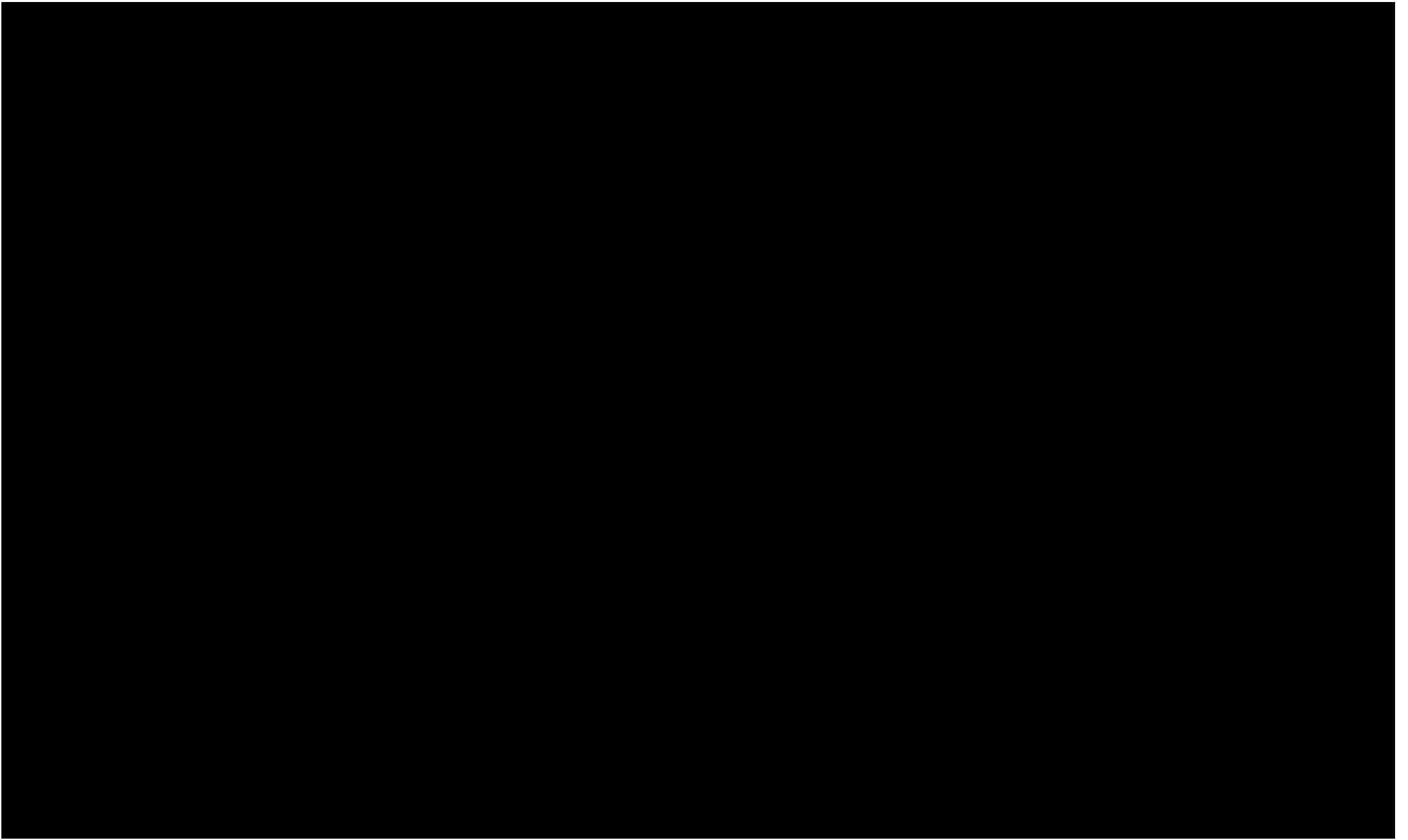


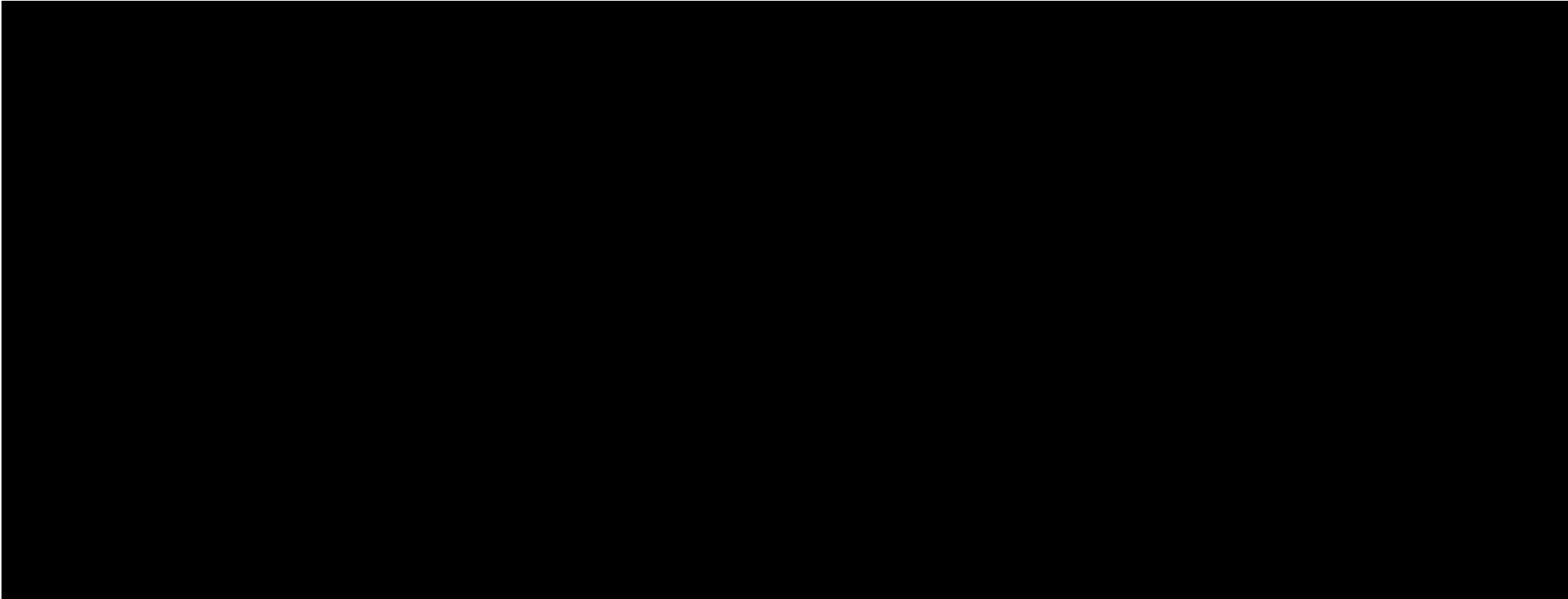






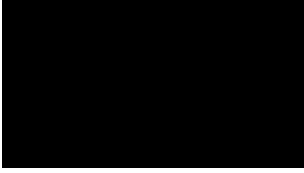






ATTACHMENT 4.1 – SUPPLIER SOLUTION

The Supplier Solution contained in the pdf file reference “IBM Digital Experience and Enablement IBM Quality Response Questions 1 to 9.pdf”



ATTACHMENT 4.2 – COMMERCIALLY SENSITIVE INFORMATION

No.	Item(s)	Duration of Confidentiality
1	The figure set out in Call-Off Order terms Clause 36.2.1 (<i>Price/Charges</i>).	Agreement Term + six (6) years.
2	Schedule 7.2 (<i>Payments on Termination</i>) - Annex 1 (<i>Maximum Payments on Termination</i>).	Agreement Term + six (6) years.
3	Schedule 7.1 (<i>Charges and Invoicing</i>) – Annex 1 (<i>Pricing Response Template</i>).	Agreement Term + six (6) years.
4	Named Key Personnel as detailed in Schedule 9.2 (<i>Key Personnel</i>).	Agreement Term + six (6) years.
5	Bid Submission, including Schedule 4.1 (<i>Supplier Solution</i>).	Agreement Term + six (6) years.
6	Supplier financial data and confidential company data provided to meet the obligations set-out in Schedule 7.5 (<i>Financial Reports and Audit Rights</i>) and Schedule 8.4 (<i>Reports and Records Provision</i>), accepting Buyer rights to share such information set-out in Schedule 7.5, for example under Audit Rights.	Agreement Term + six (6) years.
7	Supplier financial data and confidential company data provided to meet the obligations set-out in Schedule 7.3 (<i>Benchmarking</i>).	Agreement Term + six (6) years.
8	The Supplier's Security Management Plan as detailed in Schedule 2.4 (<i>Security Management</i>).	Agreement Term + six (6) years.
9	Supplier's technical drawings; research plans; amount of borrowing; Know-How; Supplier Background IPR; trade secrets; Products; Services or processes which amount to trade secrets or which could reasonably be considered to provide a commercial advantage to the competitors of the Supplier.	Indefinitely.
10	Records of Governance as detailed in Schedule 8.1 (<i>Governance</i>) in so far as these are detailing Pricing, breakdown of Costs, financial information, Charges discussions, in connection with Contract Change Authorisation Notices, Impact Assessments, Impact Assessment Estimates, presentation materials, models.	Agreement Term + six (6) years.
11	Supplier Insurance policies as detailed in Annex 1 to the Call-Off Order Form, including Information on sums recovered from the Supplier under such Insurance policies (but not the fact that sums have been recovered) such as in relation to damages and sums recovered under indemnities or warranties under this Call-Off Order.	Agreement Term + six (6) years.
12	Financial data and confidential company data provided by or relating to an FDE Group entity relating to a Financial Distress Event (other than information published by the relevant FDE Group entity or made available by a third party, for example its Credit Rating Level, any profit warning to the stock exchange, a public announcement and/or a public investigation) or the existence and contents of any a Financial Distress Remediation Plan, as set out in Schedule 7.4 (<i>Financial Distress</i>).	Agreement Term + six (6) years.
13	The contents of any Third-Party Contracts, Sub-contractor and Key Sub-contractor agreements which details any Pricing; breakdown of costs; financial information; Charges and Invoicing; non-financial information that is identified as commercially sensitive, which could reasonably be	Agreement Term + six (6) years.

No.	Item(s)	Duration of Confidentiality
	considered to provide a commercial advantage to the competitors of the Supplier.	

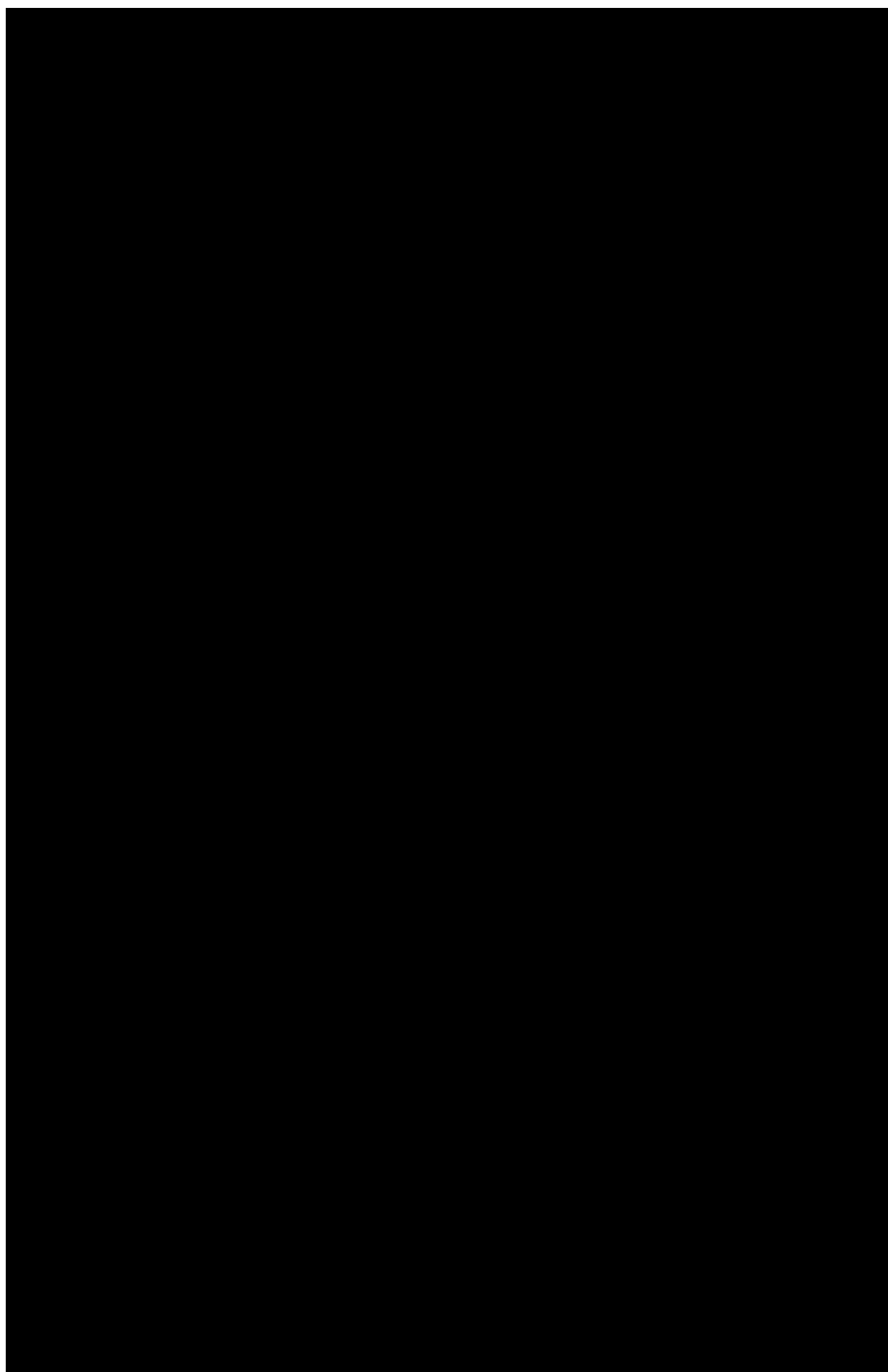
ATTACHMENT 4.3 – NOTIFIED KEY SUB-CONTRACTORS

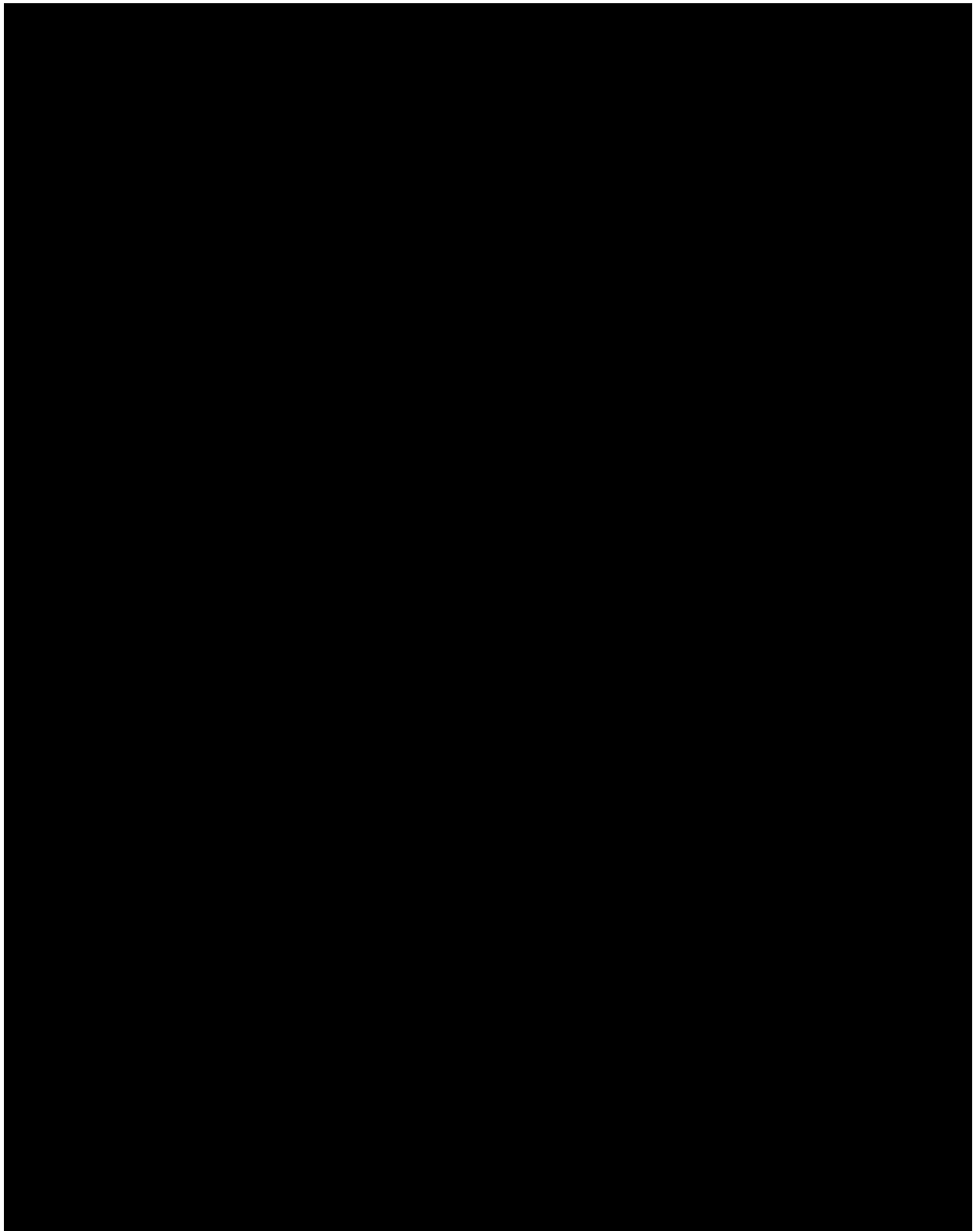
- 1 In accordance with Clause 15.3 (*Appointment of Key Sub-contractors*), the Supplier is entitled to sub-contract its obligations under this Contract to the Key Sub-contractors listed in the table below.
- 2 The Parties agree that they will update this Attachment periodically to record any Key Sub-contractors appointed by the Supplier with the consent of the Buyer after the Effective Date for the purposes of the delivery of the Services.
- 3 Subject always to Clause 15.7, the Parties agree that the Supplier shall not be required to flow down the terms identified in paragraphs 3(a) to 3(c) below only in relation to [REDACTED] as would otherwise be required in compliance with Clause 15.3.4, in so far as that party is acting as the Suppliers Key Sub-contractor:
 - (a) Clause 15.3.4(b) – 15.3.4(e)(v) inclusive;
 - (b) Clause 15.3.4(g) – 15.3.4(j) inclusive; and
 - (c) Clause 15.3.4(k)(ii) – 15.3.4(q) inclusive.

3Key Sub-contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Term	Key role in delivery of the Services	Credit Rating Threshold
[REDACTED]	[REDACTED]	Cloud software to manage development and deployment of NS&I web and mobile sites including analytics, personalisation and communication solutions. Service will be fulfilled through the following [REDACTED] Products: [REDACTED]	10%	Provision of cloud software to support the web and mobile sites including analytics and communications.	[REDACTED]

ATTACHMENT 4.4 – THIRD PARTY CONTRACTS

- 1 The contracts listed in the table below constitute Third Party Contracts entered into exclusively for the purposes of delivering the Services.
- 2 The Supplier shall be entitled to update this Attachment in accordance with Clause 15.3 (*Appointment of Sub-contractors*).





ATTACHMENT 5 – SOFTWARE AND TRADEMARKS

The Software below is licensed to the Buyer in accordance with Clauses 16 (*Intellectual Property Rights*) and 17 (*Transfer and Licences Granted by the Supplier*) save as stated in paragraphs 1 - 3 below.

The Parties agree that they will update this Attachment periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

Managed Services

1. Software detailed below in this Attachment 5 (*Software and Trademarks*) constitutes COTS (IaaS/PaaS/SaaS) software services, which means the provision by the Supplier of an integrated service comprising the resources, solution, infrastructure and software required to meet the requirements set out in this Contract (hereinafter referred to as (“**Managed Services**”)). The Supplier is responsible for the performance of the Managed Services in accordance with the terms of this Contract.
2. Notwithstanding the provisions of Clause 17.11.2 on expiry/termination of the Contract, the continued use of the Software listed below in order to maintain continuity of the Managed Services (by or on behalf of the Buyer) is subject to:
 - a. the Buyer or a Replacement Supplier procuring the Software listed below from the Supplier or relevant third party Software provider(s) on commercially available terms, including the associated licence fees; and
 - b. the Buyer (or a Replacement Supplier) combining it with the Specially Written Software, Project Specific IPR and any other configuration information as provided and maintained by the Supplier during the Term (in accordance with Paragraphs 3 and 4 below).

The Supplier shall, if requested by the Buyer in accordance with Schedule 8.5 (*Exit Management*) assist the Buyer with procuring the grant of such licences to the Buyer or the Replacement Supplier as appropriate (noting that such licences shall not constitute Transferable Contracts).

3. The Parties acknowledge and agree that during the Term of the Contract, the following shall apply in relation to Supplier COTS Software, Supplier COTS Background IPRs and Third Party COTS Software:
 - a. the Services, shall be provided on a Managed Services basis and do not require the Supplier to grant licences to the Buyer or the other Relevant Third Party Suppliers in relation to the Software listed in this Attachment 5. It is not anticipated by the Supplier that there will be any modifications or enhancements to the Supplier COTS Software, Supplier COTS Background IPRs or Third Party COTS Software that would necessitate depositing the same in escrow. However, the Supplier shall deposit the Source Code, Documentation or other configuration data relating to the Specially Written Software or Project Specific IPR as set out in Paragraph 4 below;
 - b. in the event that the Supplier cannot provide the Services on a Managed Services basis as set out herein and, as a result, the Buyer or Relevant Third Party Suppliers require Supplier COTS Software, Supplier COTS Background or Third Party COTS Software licences in order to use or benefit from the Services on behalf of the Buyer, this will necessitate a Change to the Supplier Solution (which the Supplier acknowledges may include the grant of applicable licence(s) to the Buyer, or such other Relevant Third Party Supplier), as necessary on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such Software is usually made commercially available) which the Parties shall document in accordance with the Change Control Procedure on the understanding that there shall be no additional cost to the Buyer as a result of such Change.

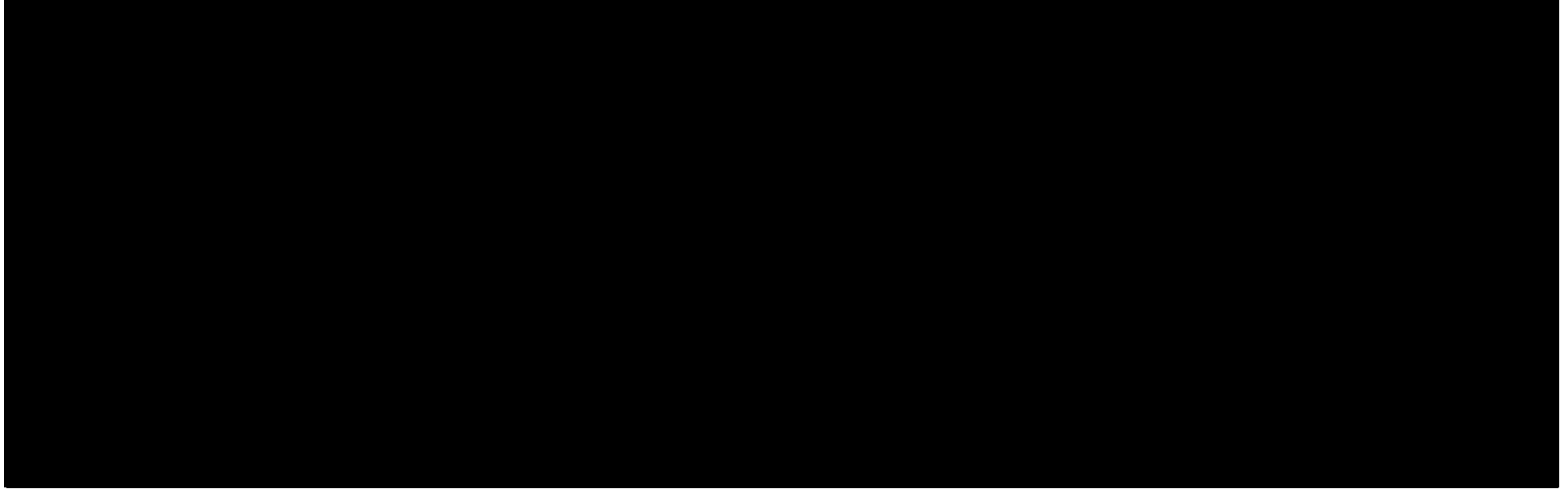
Specially Written Software, Project Specific IPR and Configuration Information

4. In addition to any other obligation to create and maintain Documentation, the Supplier will ensure Specially Written Software and Project Specific IPR (which would include, but not be limited to, for example, code and deployment artefacts, and other configuration data) is developed, stored and maintained in a variety of repositories within the Supplier Solution. Specially Written Software and Project Specific IPR including that covering code, deployable artefacts and other configuration data will be

exported and made available to the Buyer on demand during the Term and in any event provide a complete copy on expiry or termination of this Agreement. This shall be documented by the Supplier in Solution High-Level Design and various Low-Level Designs which will be made available to the Buyer as part of the Deliverables for Milestones 1, 3, 6 and 10 (as set out in Attachment 6.1 (Outline Implementation Plan) and maintained within the Virtual Library pursuant to Attachment 8.4).

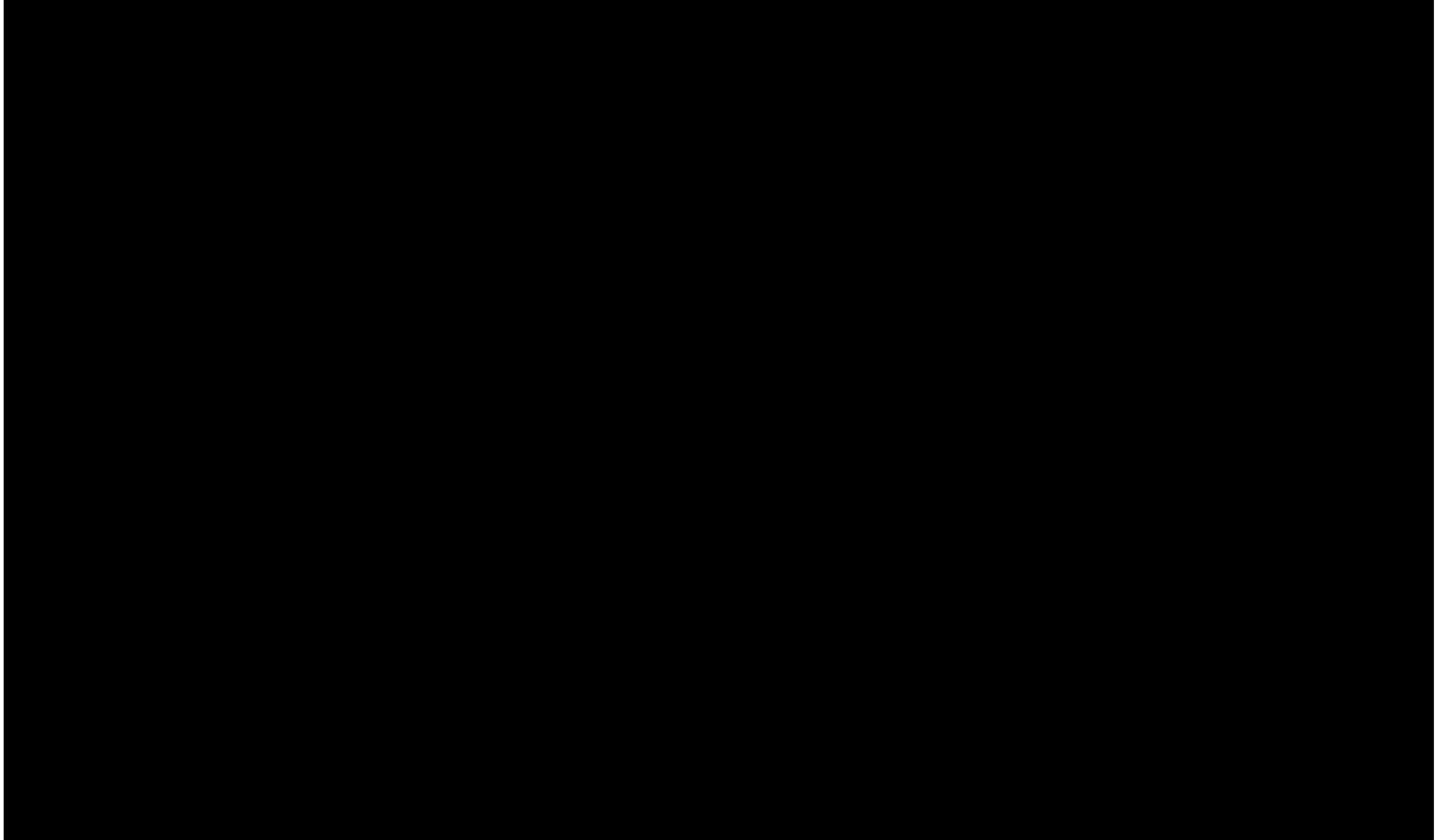
1 SUPPLIER SOFTWARE

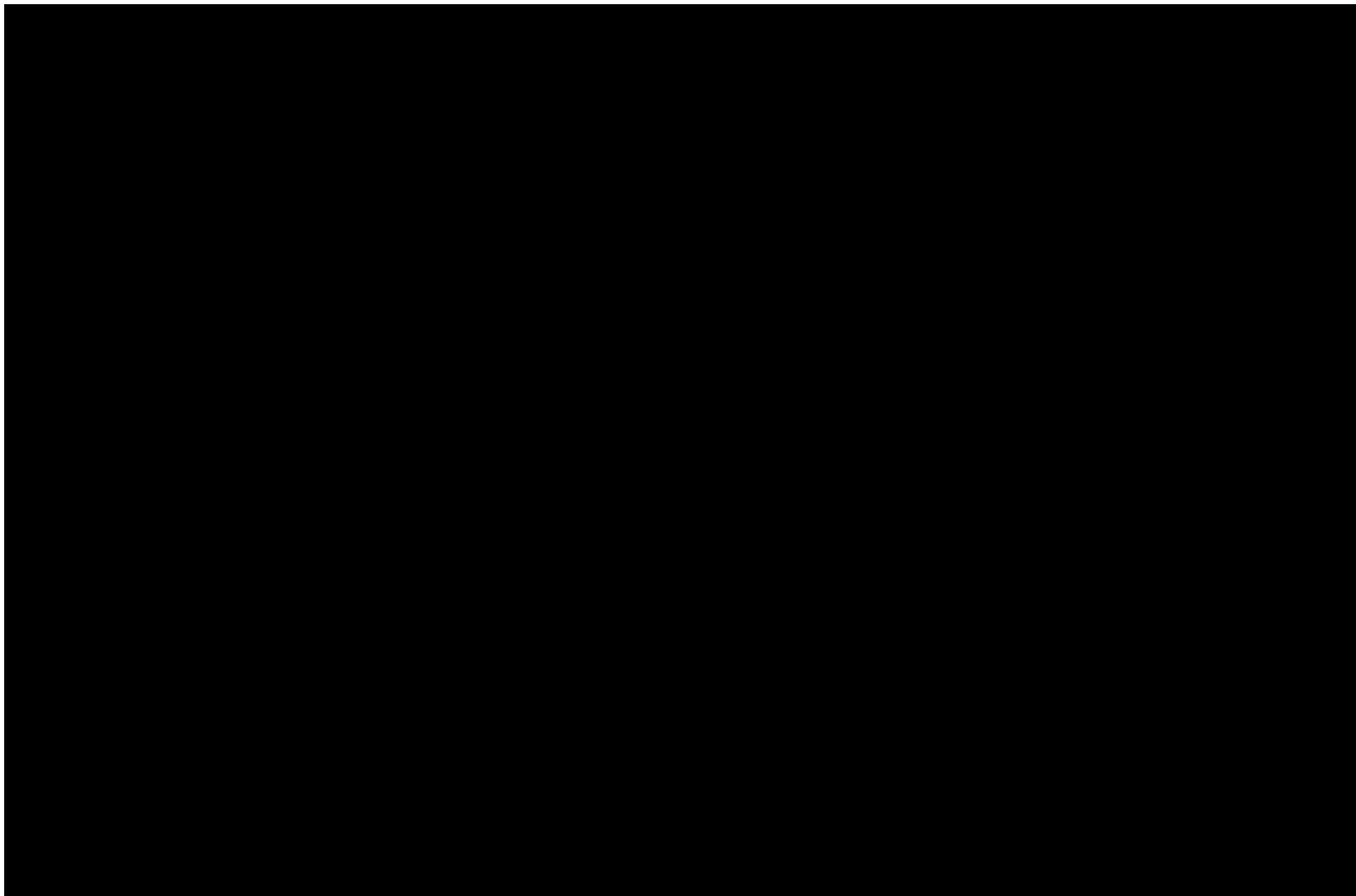
The Supplier Software includes the following items:

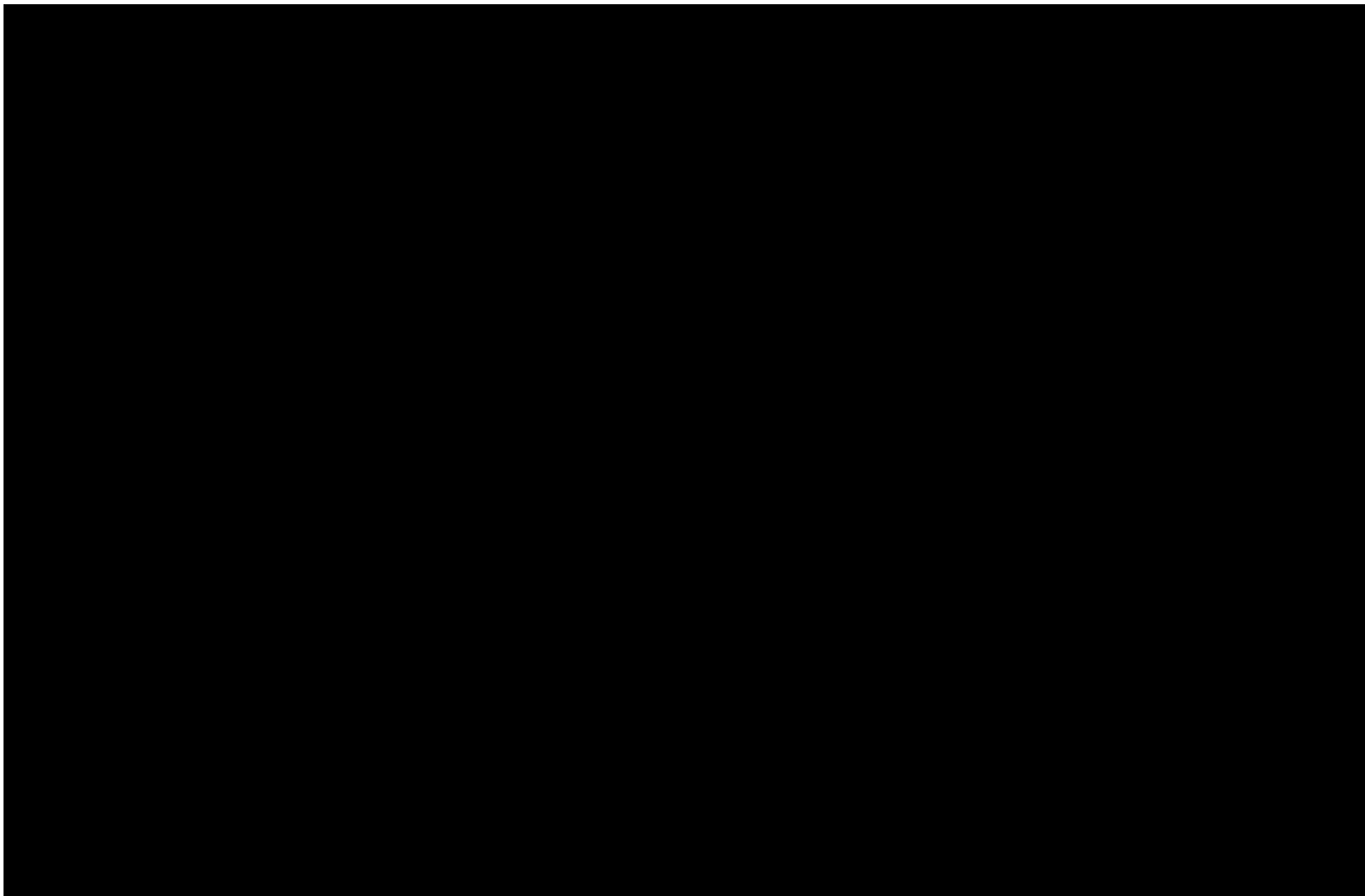


2 THIRD PARTY SOFTWARE

The Third Party Software shall include the following items:









3 TRADE MARK LICENCE TERMS

1 DEFINITIONS

1.1 The definitions in this Paragraph 1 shall apply for the purposes of this Attachment 5:

1.1.1 **"Brand Guidelines"** means the document issued by the Buyer from time to time setting out how the Trade Marks, logos and other communications material must be presented and structured to support the NS&I brand (the Supplier shall be notified in writing of any updates to this document);

1.1.2 **"Territory"** means the United Kingdom; and

1.1.3 **"Trade Marks"** means the registered trade marks listed in Annex 1 of this Attachment 5, any unregistered trade marks explicitly agreed for use by the Supplier in the provision of the Services by the Buyer in writing and any application which may be made for a trade mark which is identical with or similar to any of the words or devices which is the subject of any of the Trade Marks and "the Trade Mark" means any one of the Trade Marks relevant in that context.

2 USE OF TRADE MARKS

2.1 The Supplier shall, in providing the Services use best endeavours, at all times, to maintain and enhance goodwill in the Buyer's business using the Trade Marks.

2.2 The Supplier shall use the Trade Marks only in relation to Services, and promotional material relating to such Services, which comply with the Brand Guidelines.

2.3 The Supplier shall use the Trade Marks only in relation to the Services and promotional material and content relating to such Services in accordance with the Brand Guidelines.

2.4 The Supplier shall make any changes requested by the Buyer relating to its use of the Trade Marks including providing the Services in accordance with amended Brand Guidelines and withdrawing Services which the Buyer states, in its absolute discretion, do not comply with the Brand Guidelines.

3 TREATMENT OF TRADE MARKS

3.1 The Buyer shall be responsible for maintaining and renewing any registrations for the Trade Marks (as applicable), for the prosecution of any new applications and the conduct of any opposition or rectification action which relates to any of the Trade Marks. The Buyer's decision on whether or not to prosecute any application or other action in relation to the Trade Marks shall be final and shall not reduce any obligation on the Supplier to provide the Services.

3.2 The Supplier will not do anything to prejudice or to endanger the value or validity of any of the Trade Marks and will not use the Trademarks other than in relation to Services that conform to the Brand Guidelines. In particular, the Supplier shall not use the Trade Marks in any way which would allow them to become generic, lose their distinctiveness, become liable to mislead the public, or be materially detrimental to or inconsistent with the good name, goodwill, reputation and image of the Buyer.

3.3 The Supplier shall, as requested by the Buyer, include in its advertisements and other promotional material for the Services words or other material making it clear that any of the Trade Marks are (where applicable) registered trademarks and that such Trade Marks are the property of the Buyer.

3.4 No trade mark other than the Trade Marks shall be used by the Supplier in relation to the Services without the prior written permission of the Buyer. The conditions of use of any such trade mark are to be agreed between the Parties, and the Buyer's decision as to use of such marks shall be final. If the Buyer gives consent, the trade mark that is not one of the Trade Marks shall be presented separately from the Trade Marks so that each appears to be a trade mark in its own right distinct from the other trade mark.

- 3.5 The Supplier shall not use the Trade Marks in proximity to any third party trade mark or on the same webpage as any third party trade mark without the express written consent of the Buyer.
- 3.6 The Supplier recognises the Buyer's title to the Trade Marks and that all goodwill generated by its use of the Trade Marks will inure to the benefit of the Buyer. The Supplier acknowledges that it shall not, by virtue of this Contract, obtain or claim any right, title or interest in or to the Trade Marks except the rights of use as are specifically set out in this licence.
- 3.7 The Supplier shall not use any of the Trade Marks as part of its corporate or business name, trading style or part of the name of any entity connected with it without the prior written consent of the Buyer.

4 TRADE MARK PROCEEDINGS AGAINST THIRD PARTIES

- 4.1 The Supplier shall as soon as possible notify the Buyer of:
- 4.1.1 all possible infringements of the Trade Marks or any relevant passing off or unfair competition;
 - 4.1.2 any application to register trade marks which may conflict or be confused with any of the Trade Marks; or
 - 4.1.3 any claim by or notification of intention to make a claim from a third party which may come to its attention,

and the Buyer shall take such measures as it considers appropriate in respect of any incidents of infringement, passing off or unfair competition, or to prevent the registration of such trade marks, and the Supplier shall at the request and the expense of the Buyer provide all reasonable assistance in relation to such measures.

- 4.2 The Buyer shall have the exclusive right to take and conduct action against third parties in respect of the Trade Marks. For the avoidance of doubt, the Supplier waives its rights under s30(2) and s30(3) of the Trade Marks Act 1994.

ANNEX 1 - THE TRADE MARKS

1 REGISTERED TRADE MARKS

Country	Mark	Registration No.	Class(es)	Date granted
United Kingdom	Chestnut logo (<i>Figurative – series of 4</i>)	2450787	9, 16, 35, 36, 41	21 Sept 2007
United Kingdom	ERNIE	2450620	9, 16, 35, 36, 41	29 Feb 2008
United Kingdom	National Savings	2450778	9, 16, 35, 41	28 Mar 2008
United Kingdom	National Savings	2450622	16	28 Mar 2008
United Kingdom	National Savings	1366688	36	26 Oct 1990
United Kingdom	National Savings & Investments	2450609	9, 16, 25, 35, 36, 41	04 Apr 2008
United Kingdom	National Savings & Investments	2450617	9, 16, 25, 35, 36, 41	04 Apr 2008
United Kingdom	ns&i logo (<i>Figurative – series of 4</i>)	2450782	9, 16, 35, 36, 41	07 Dec 2007
United Kingdom	NATIONAL SAVINGS AND INVESTMENTS	2450608	9, 16, 25, 35, 41	28 Mar 2008
United Kingdom	National Savings and Investments	2450610	9, 16, 18, 25, 35, 36, 41	04 Apr 2008
United Kingdom	NATIONAL SAVINGS AND INVESTMENTS	2293327	36	23 Aug 2002
United Kingdom	ns and i	2450615	9, 16, 35, 36, 41	29 Feb 2008
United Kingdom	NS and I	2450776	9, 16, 35, 36, 41	22 Feb 2008
United Kingdom	NS&I	2450616	9, 16, 35, 36, 41	29 Feb 2008
United Kingdom	ns&i	2450611	9, 16, 25, 35, 36, 41	29 Feb 2008
United Kingdom	ns&i & Conker logo (<i>Figurative</i>)	2252265	16, 35, 36	16 May 2003

Country	Mark	Registration No.	Class(es)	Date granted
United Kingdom	ns&i logo (<i>Figurative – series of 4</i>)	2450780	9, 18, 25, 41	21 Dec 2007
United Kingdom	NS&I logo (<i>Figurative – series of 4</i>)	2450757	9, 16, 18, 25, 35, 36, 41	11 Jan 2008
United Kingdom	NS&I Direct Saver	2526485	9, 16, 18, 25, 35, 36, 41	29 Jan 2010
United Kingdom	NSANDI	2450613	9, 16, 35, 36, 41	21 Sept 2007
United Kingdom	nsandi	2450614	9, 16, 35, 36, 41	21 Sept 2007
United Kingdom	NSANDI logo (<i>Figurative – series of 4</i>)	2450754	9, 16, 35, 36, 41	21 Sept 2007
United Kingdom	nsandi logo (<i>Figurative – series of 4</i>)	2450755	9, 16, 35, 36, 41	21 Sept 2007
United Kingdom	PREMIUM BONDS	2460269	9, 16, 18, 25, 35, 36, 41	25 Jul 2008
United Kingdom	WHERE SAVING BEGINS	3437072	9, 16, 18, 25, 35, 36, 41	10 Jan 2020
United Kingdom	A SPRINGBOARD FOR SAVINGS	3437075	9, 16, 18, 25, 35, 36, 41	10 Jan 2020
United Kingdom	THE SPRINGBOARD EFFECT	3437077	9, 16, 18, 25, 35, 36, 41	10 Jan 2020
United Kingdom	NS&I logo (<i>Figurative – series of 6</i>)	3437434	9, 16, 18, 25, 35, 36, 41	10 Jan 2020

ATTACHMENT 6.1 – OUTLINE IMPLEMENTATION PLAN

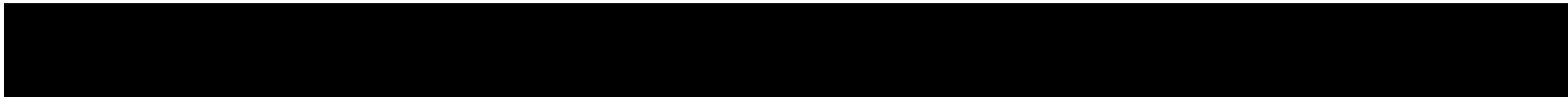
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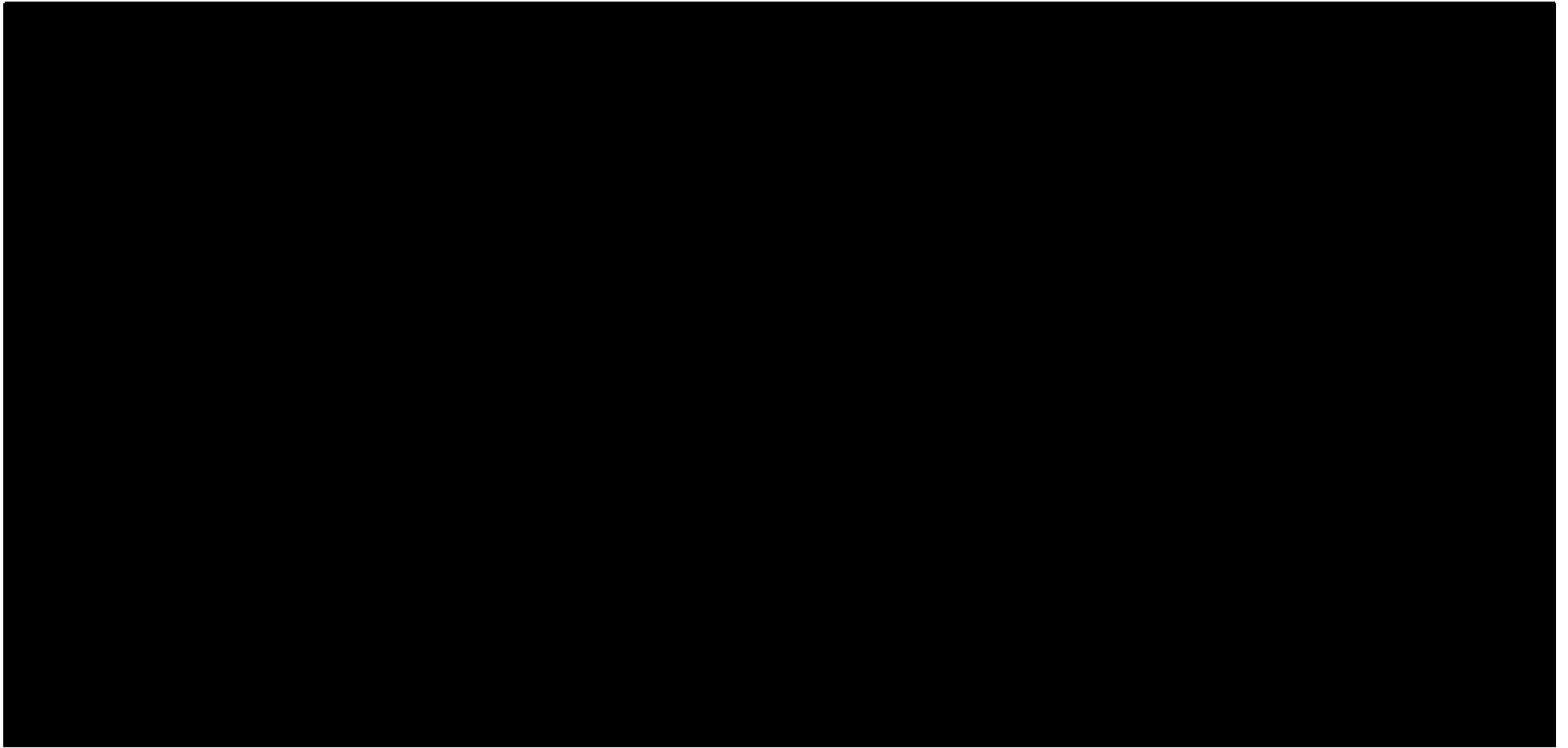
- a) this Outline Implementation Plan; or
- b) the Detailed Implementation Plan when approved in accordance with Paragraph 3 of Schedule 6.1 (*Implementation Plan*) and as updated from time to time in accordance with Paragraph 4 of Schedule 6.1 (*Implementation Plan*),

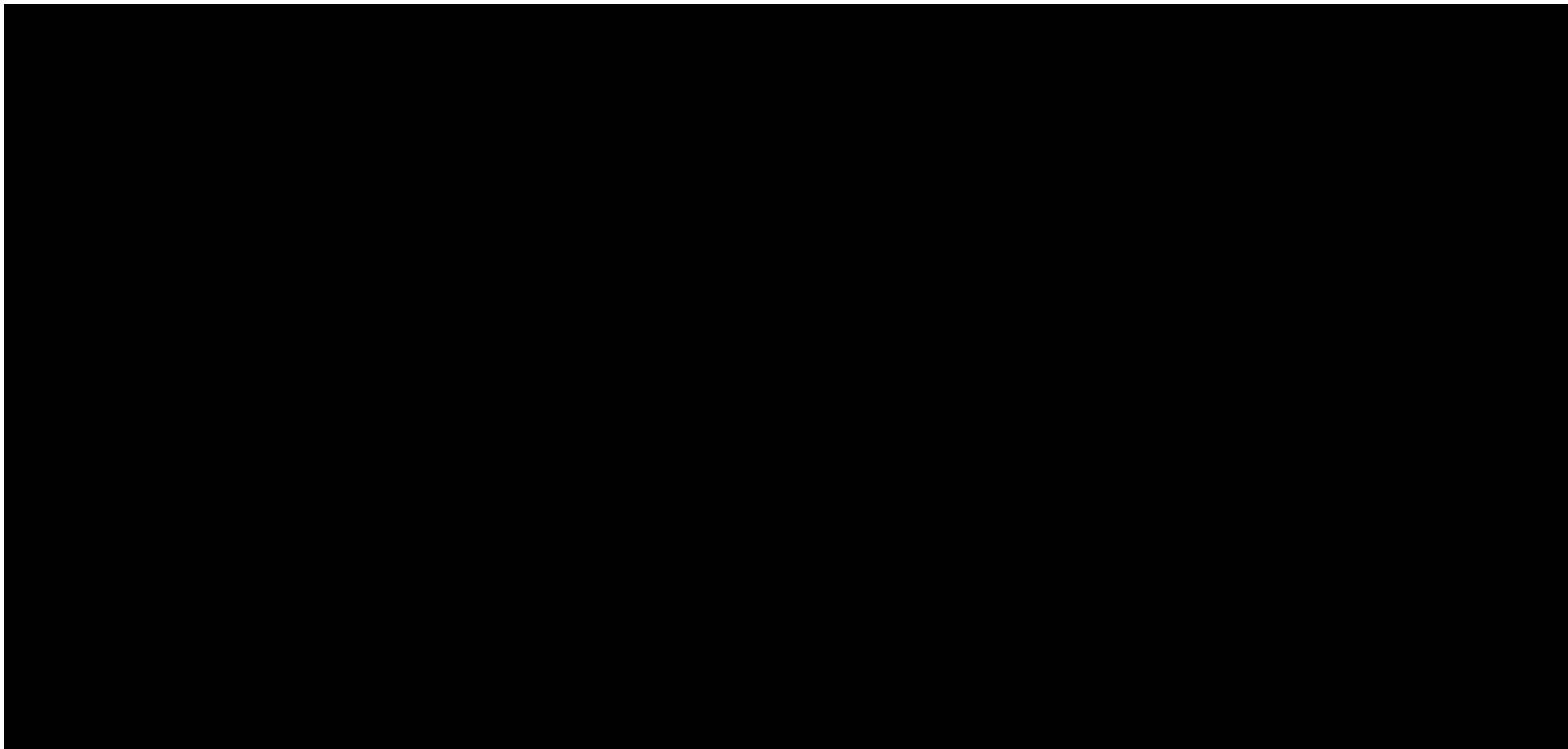
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1 OUTLINE IMPLEMENTATION PLAN

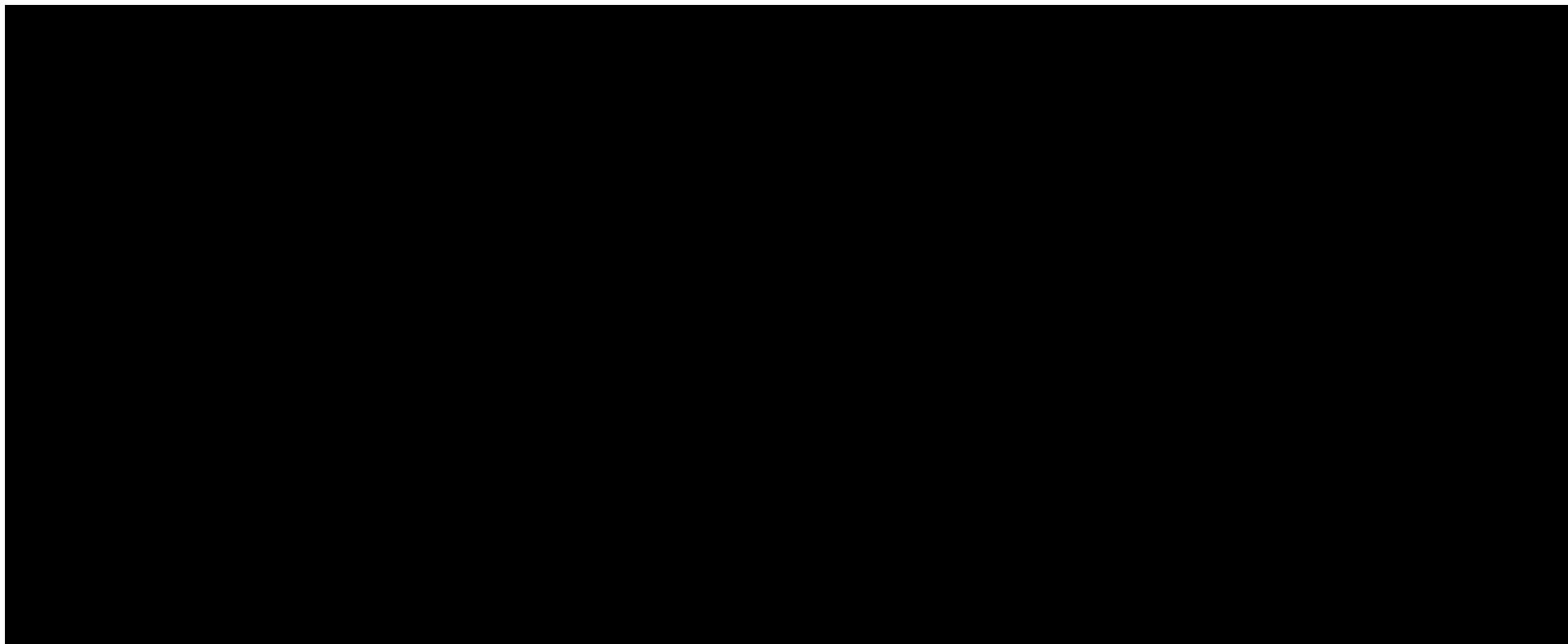
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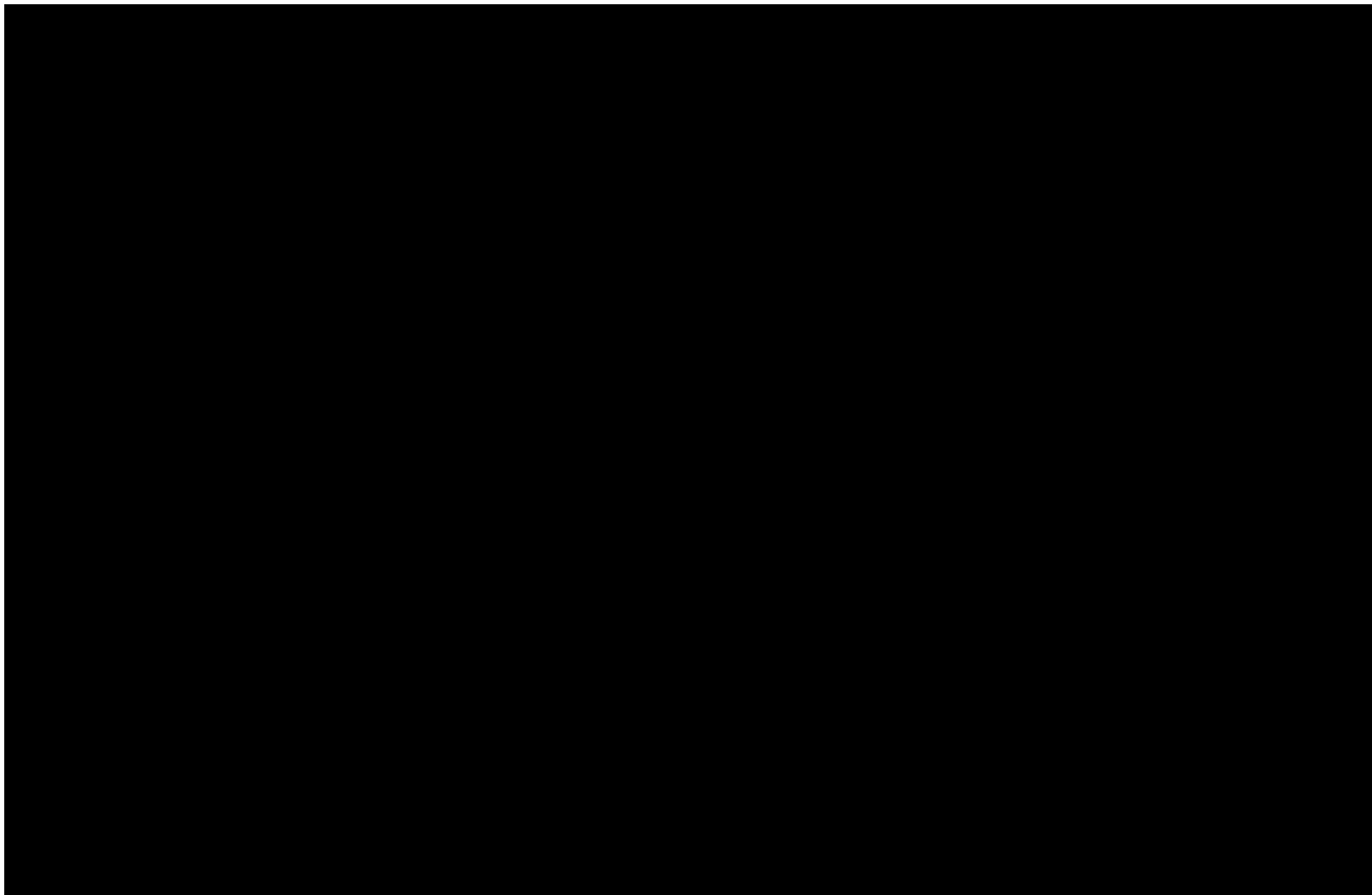


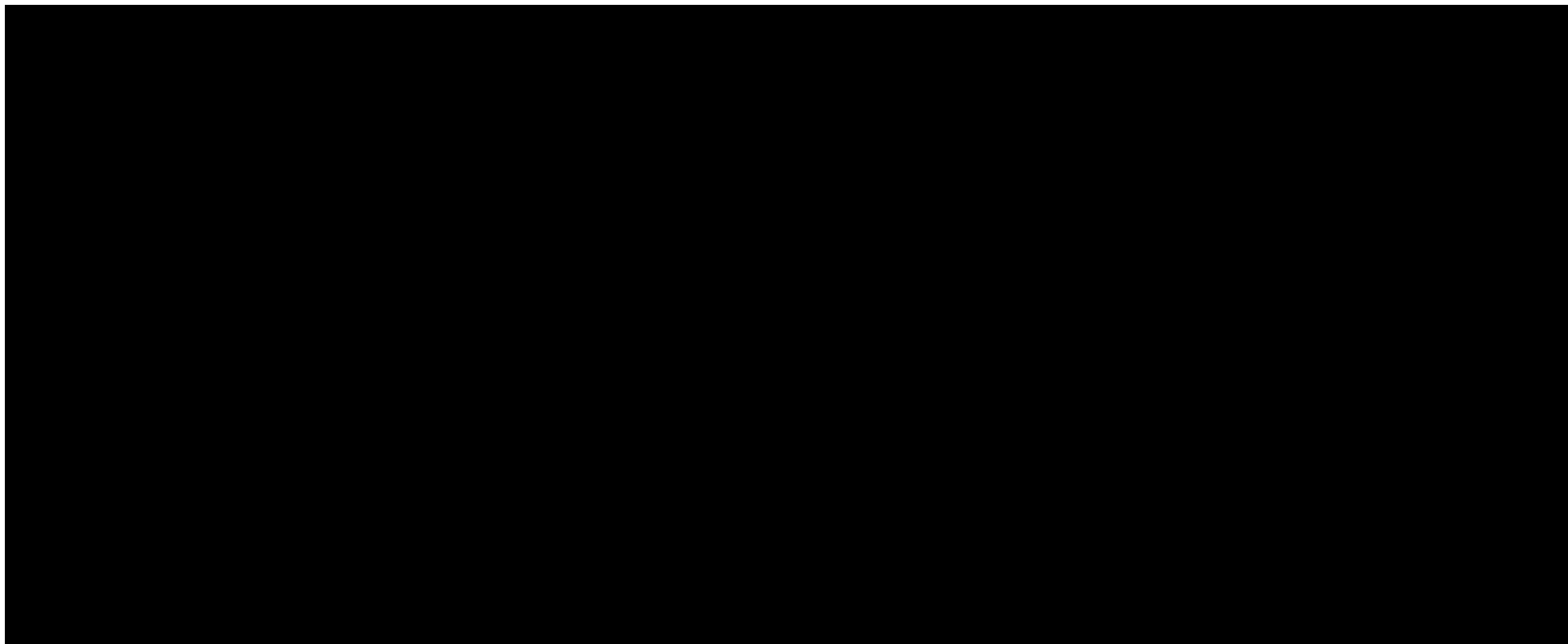


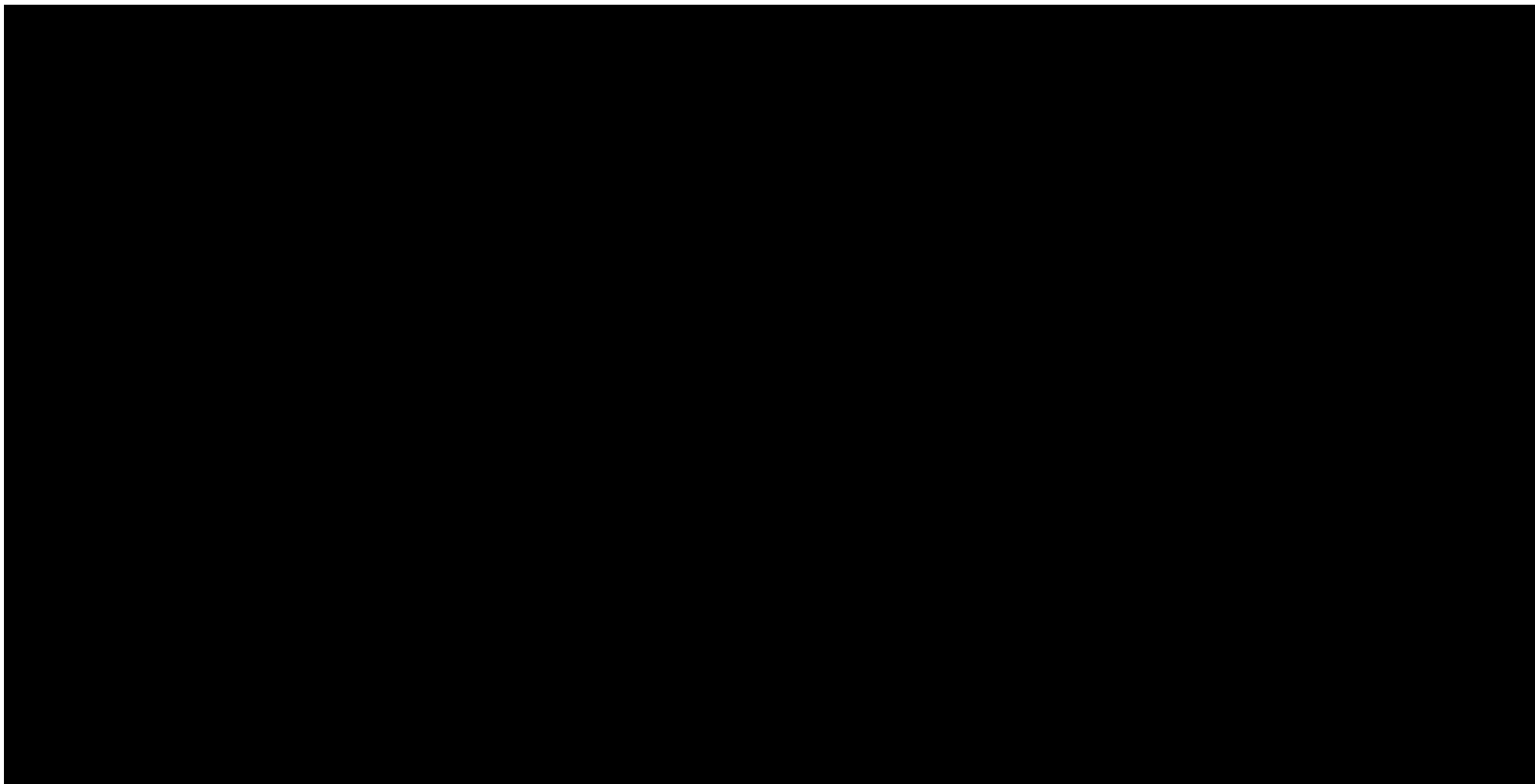


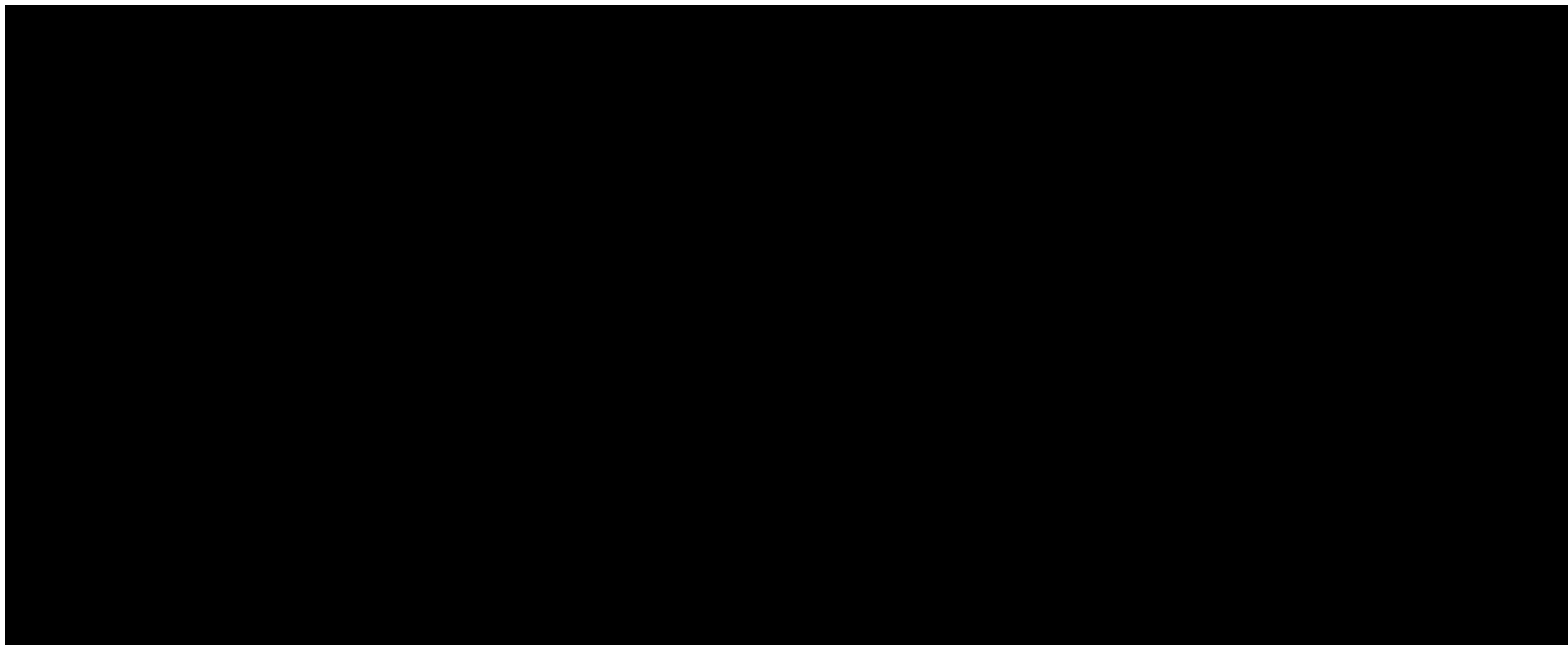


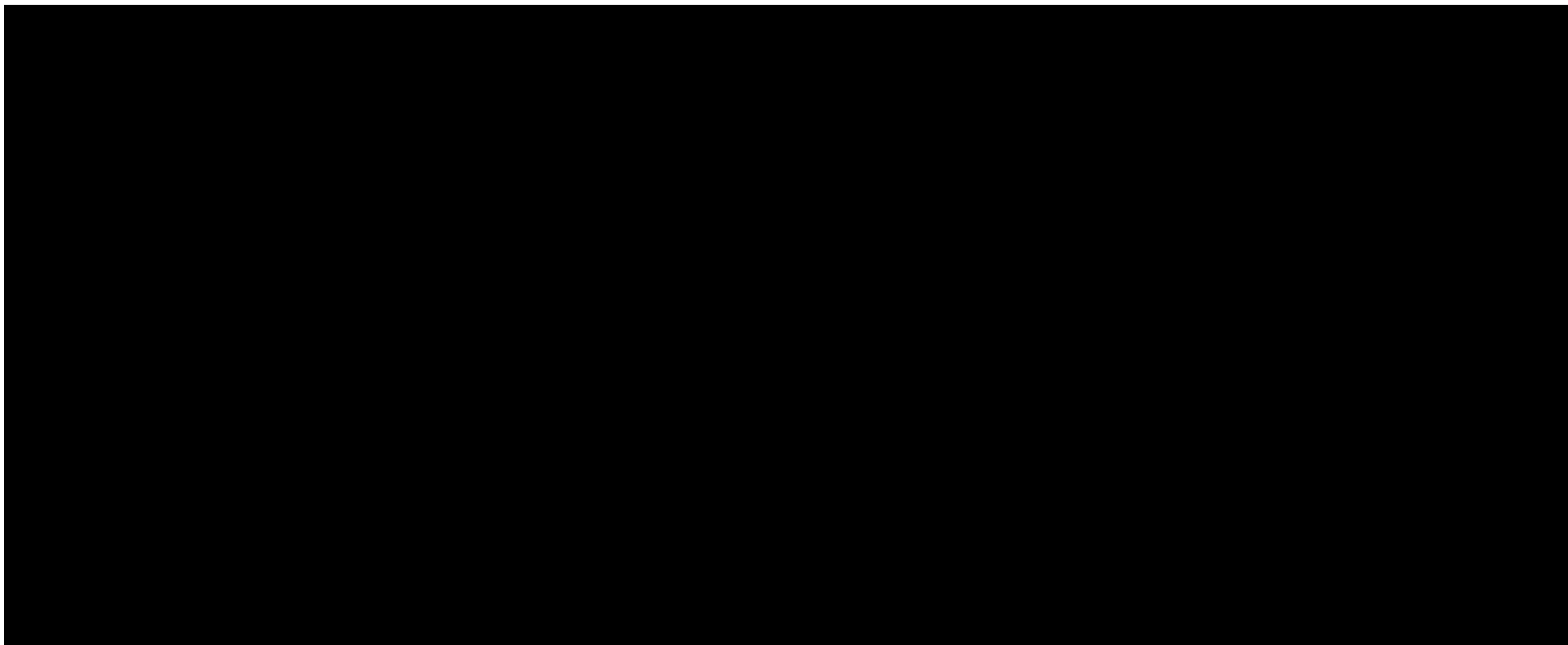




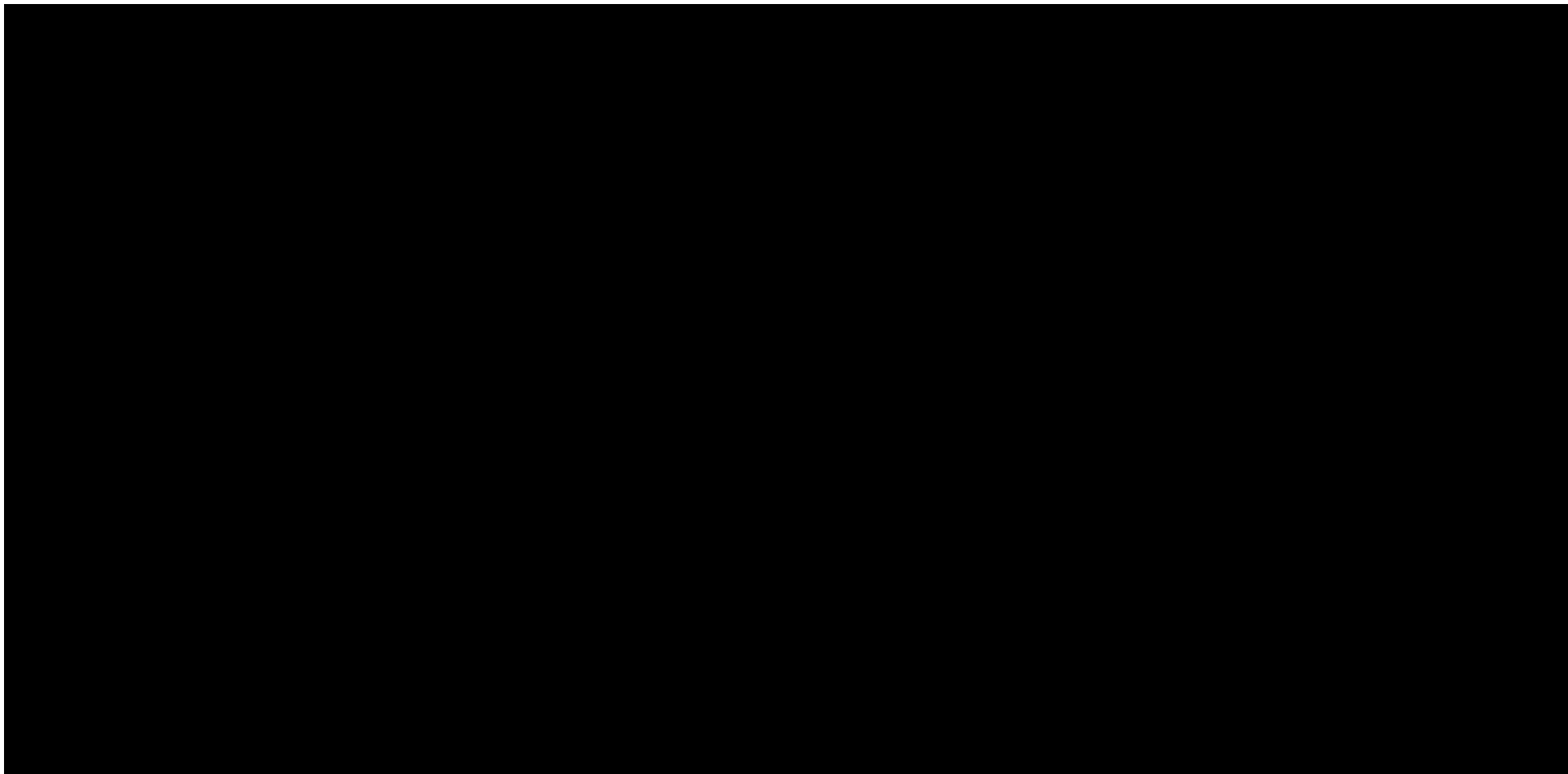


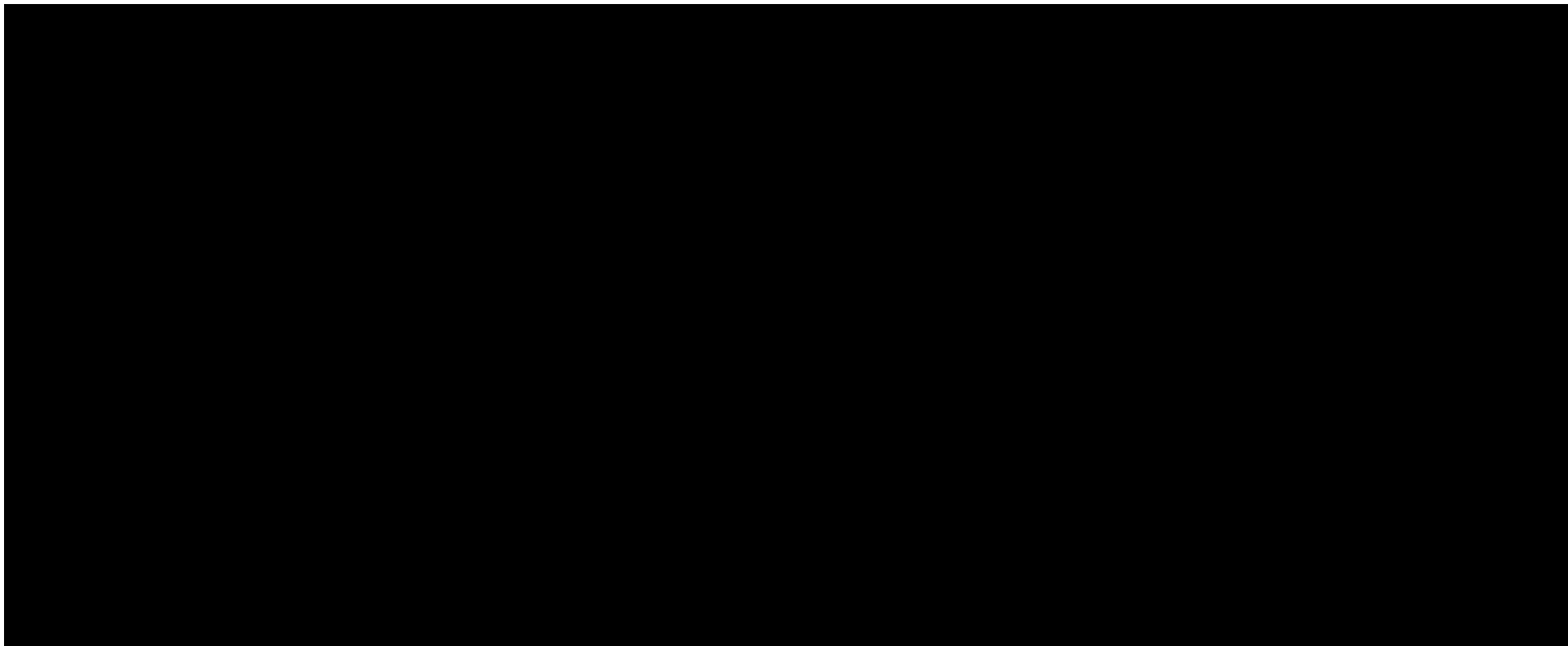




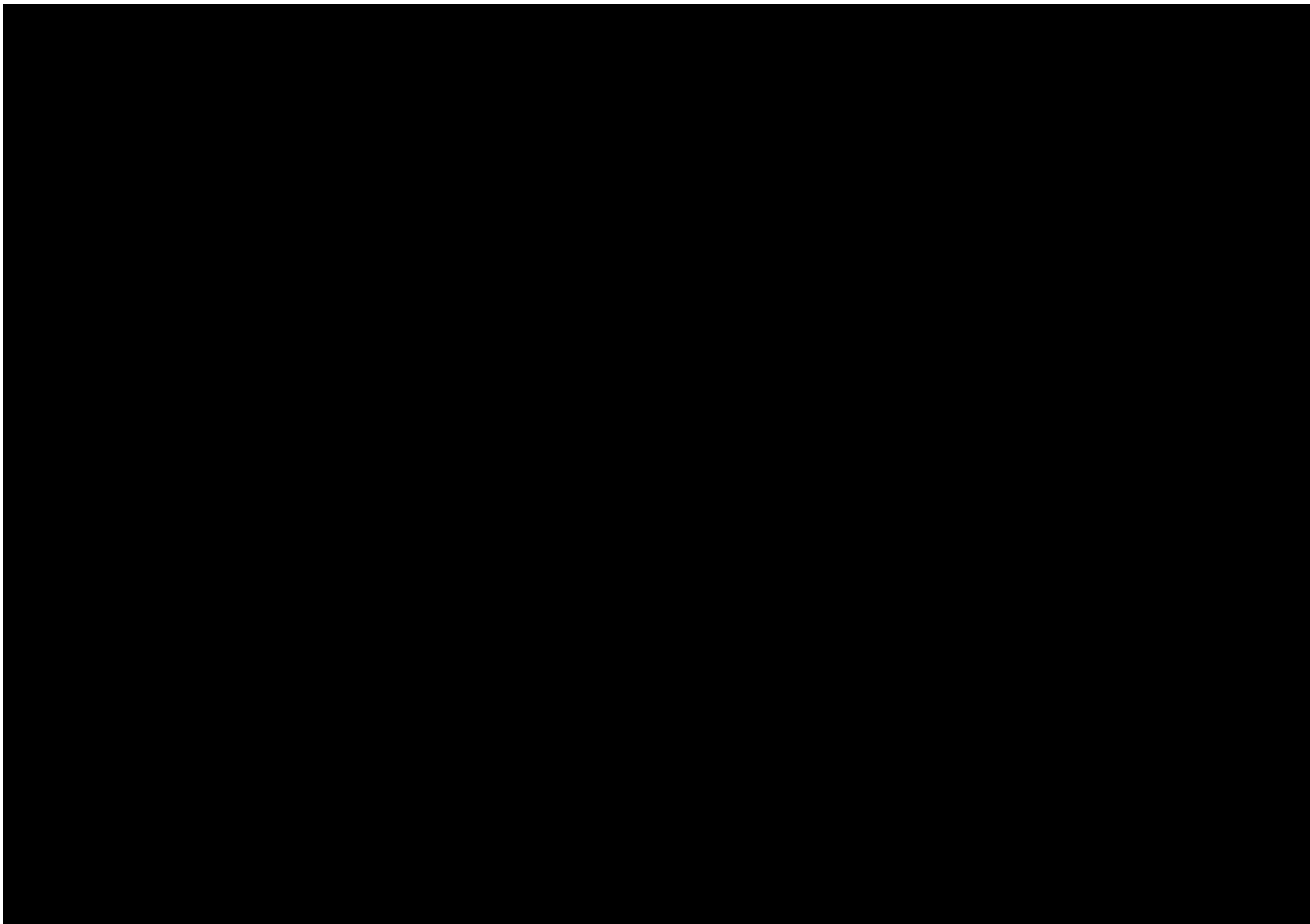


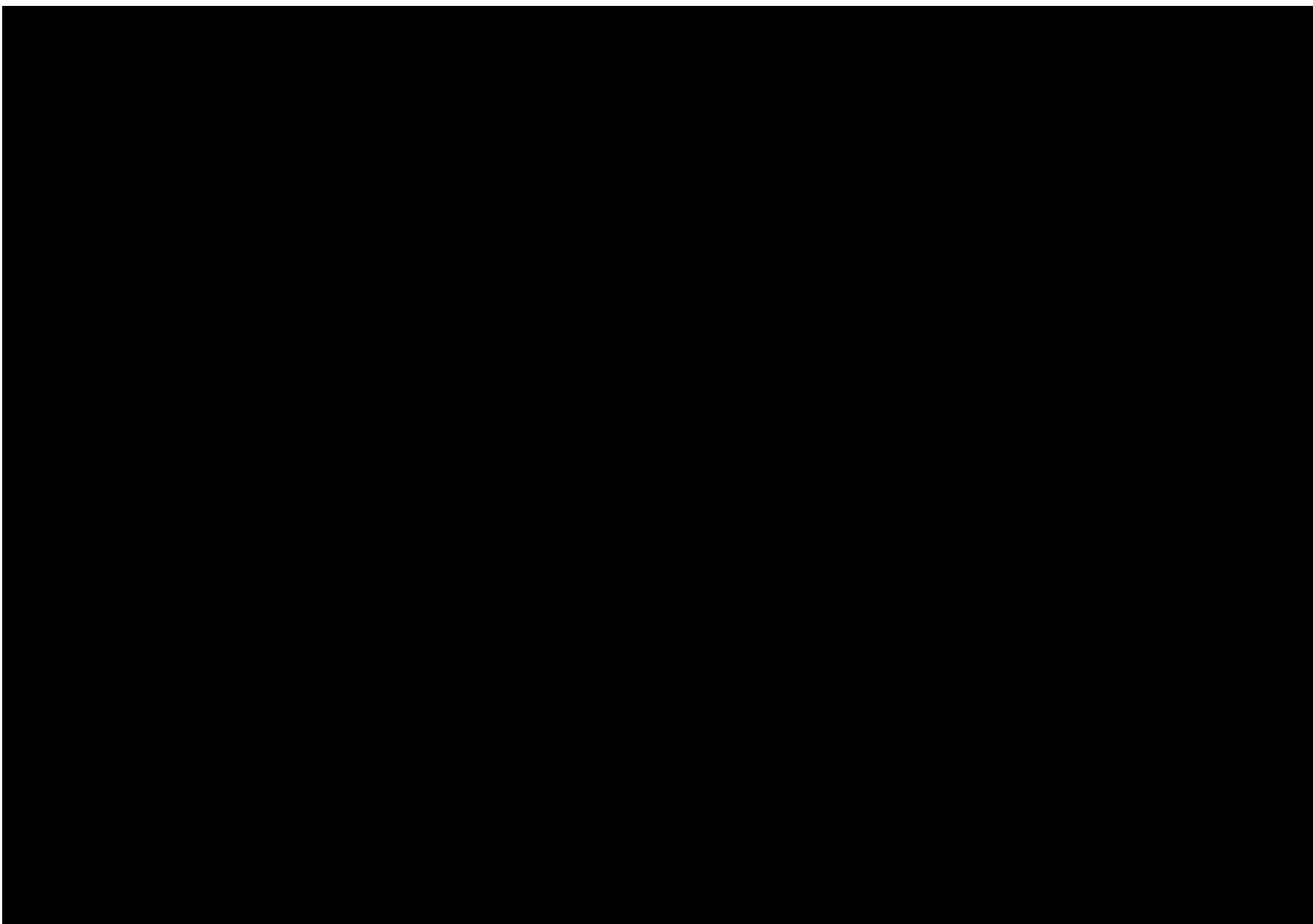




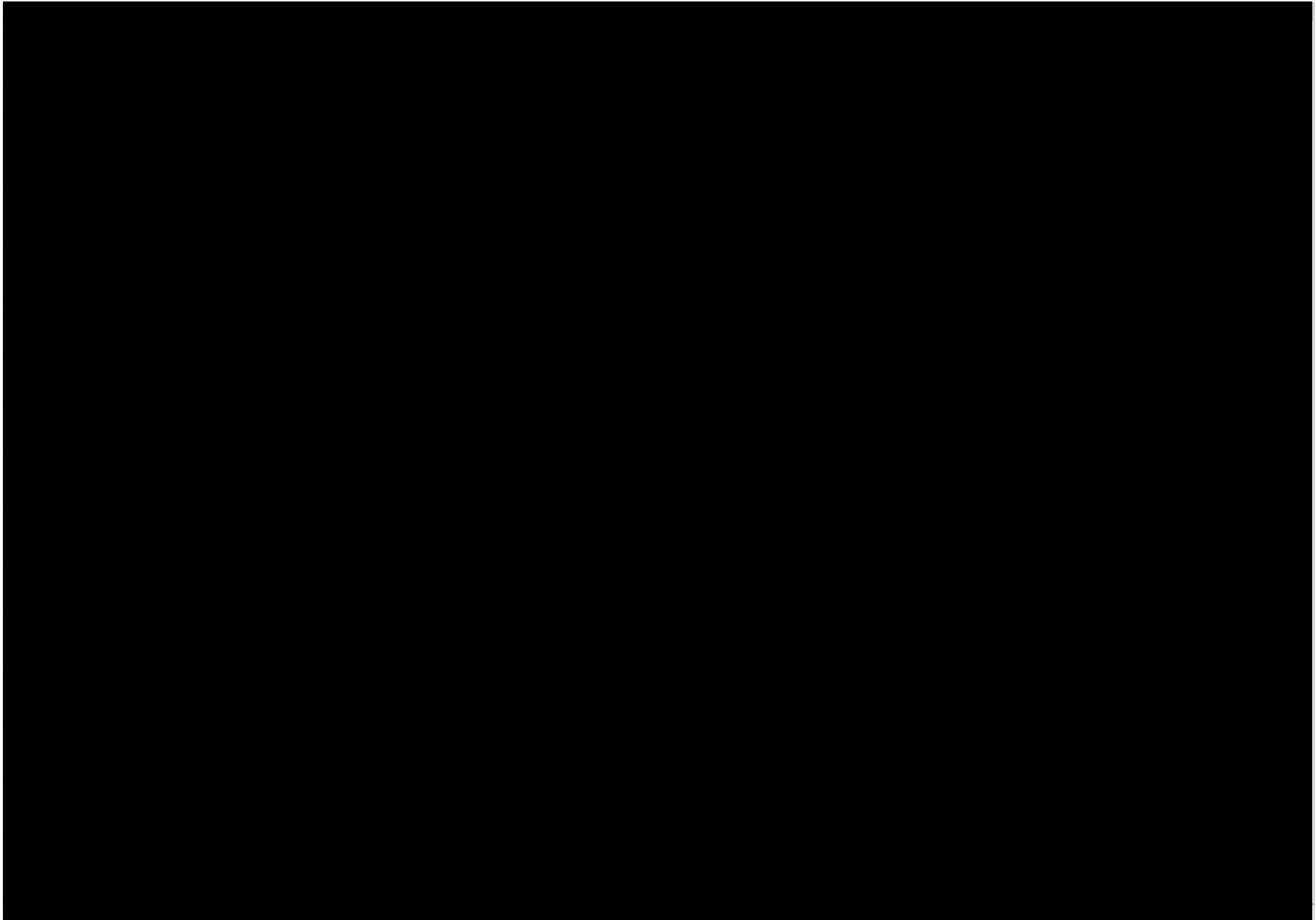


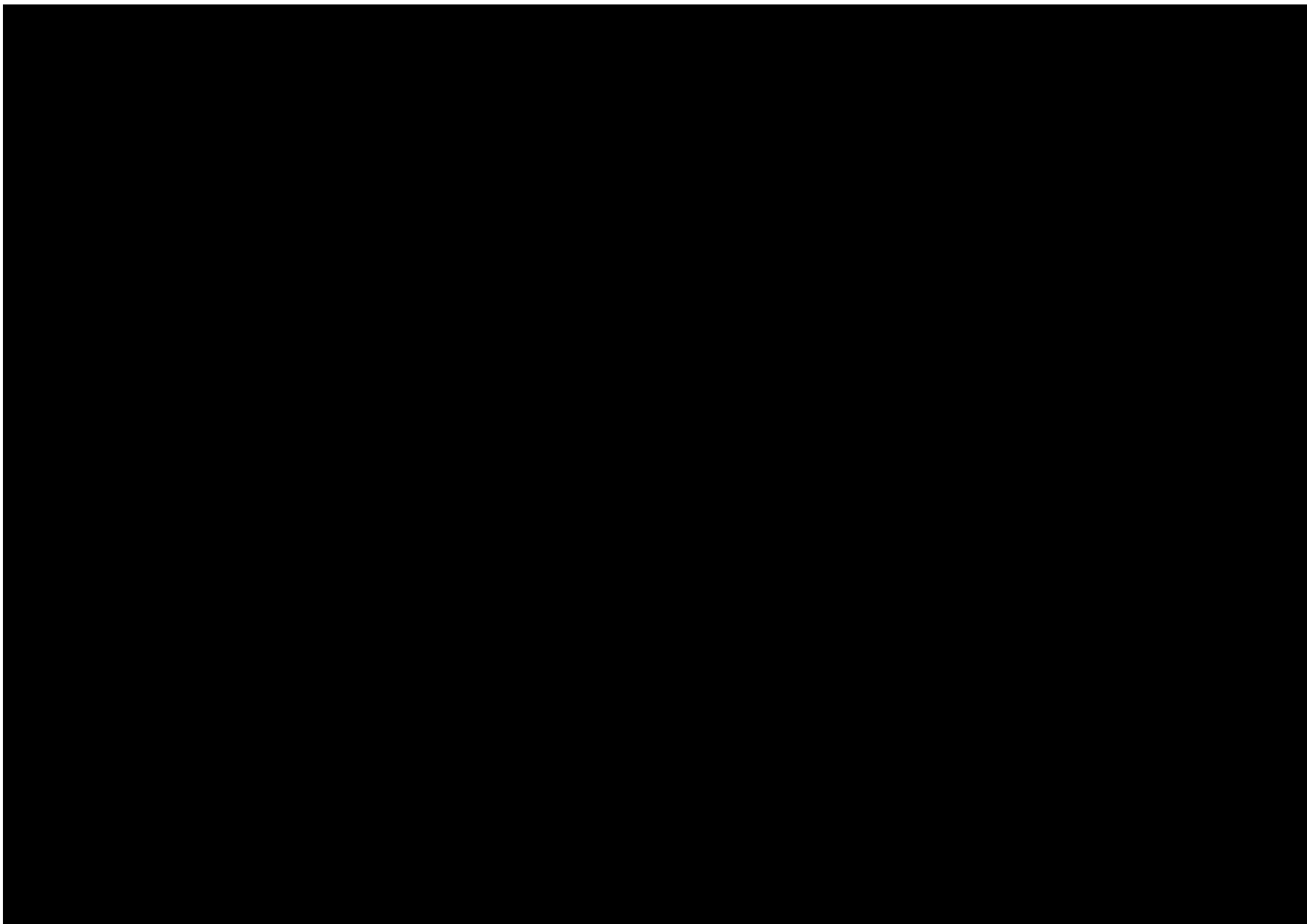
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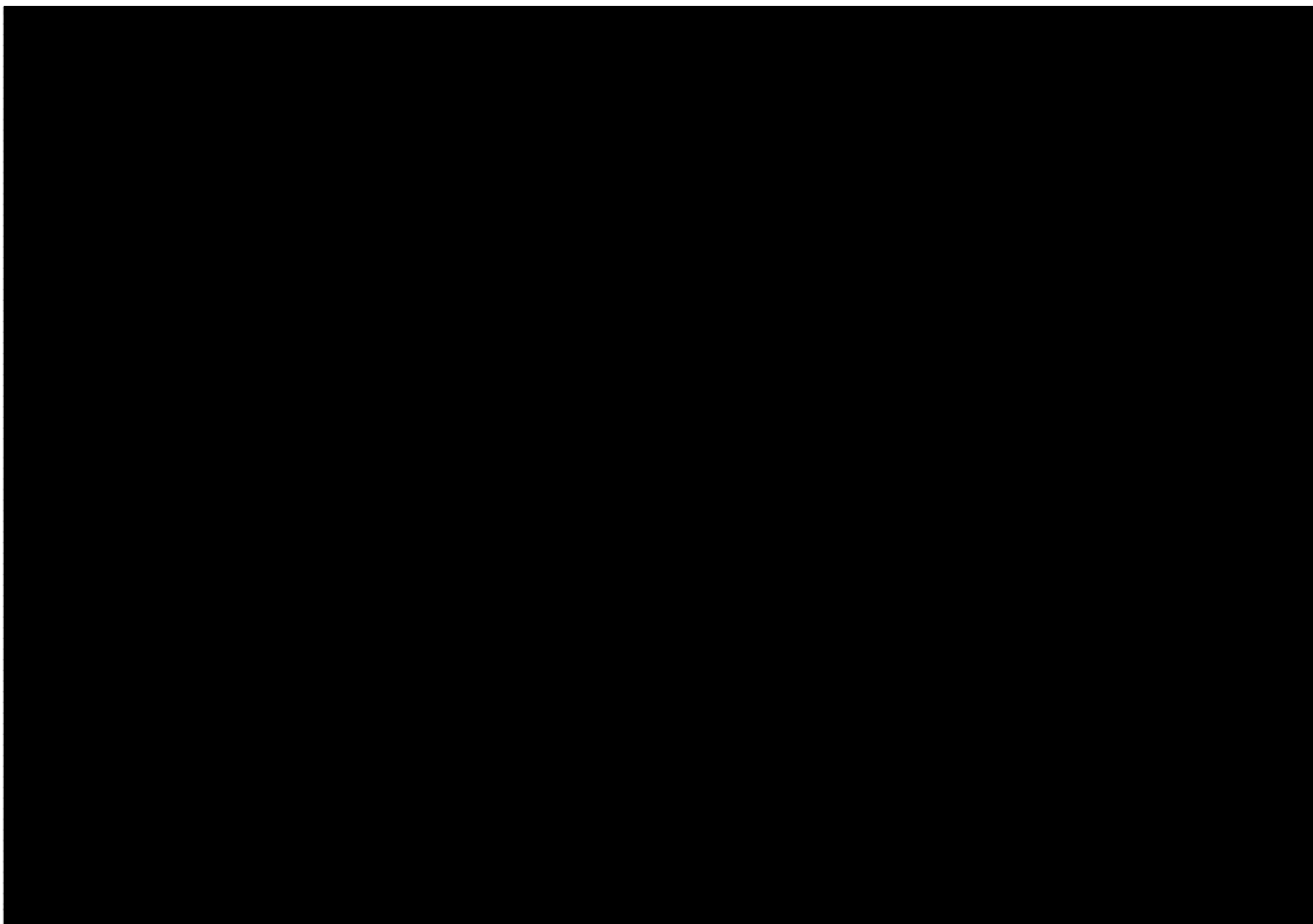


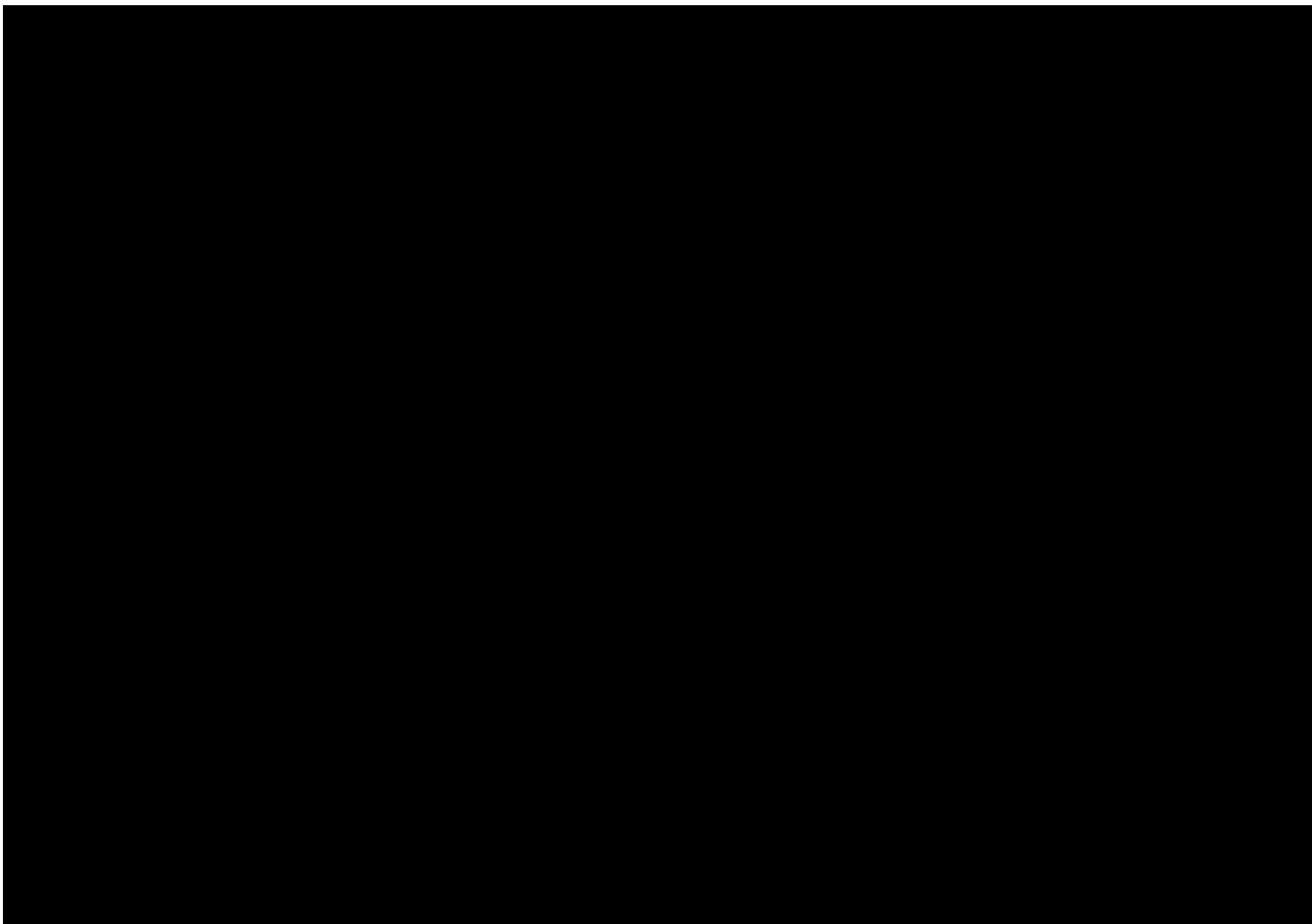


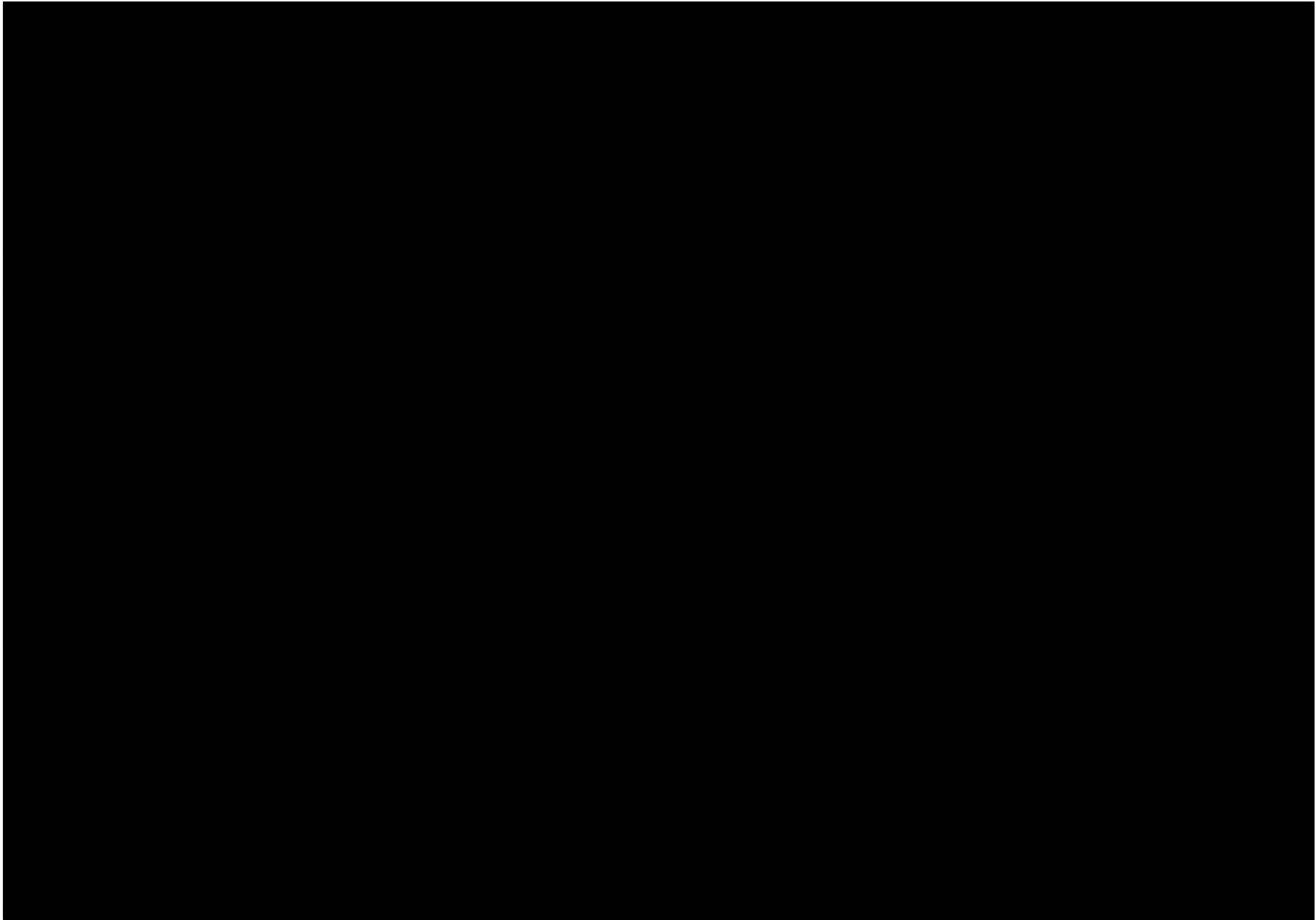


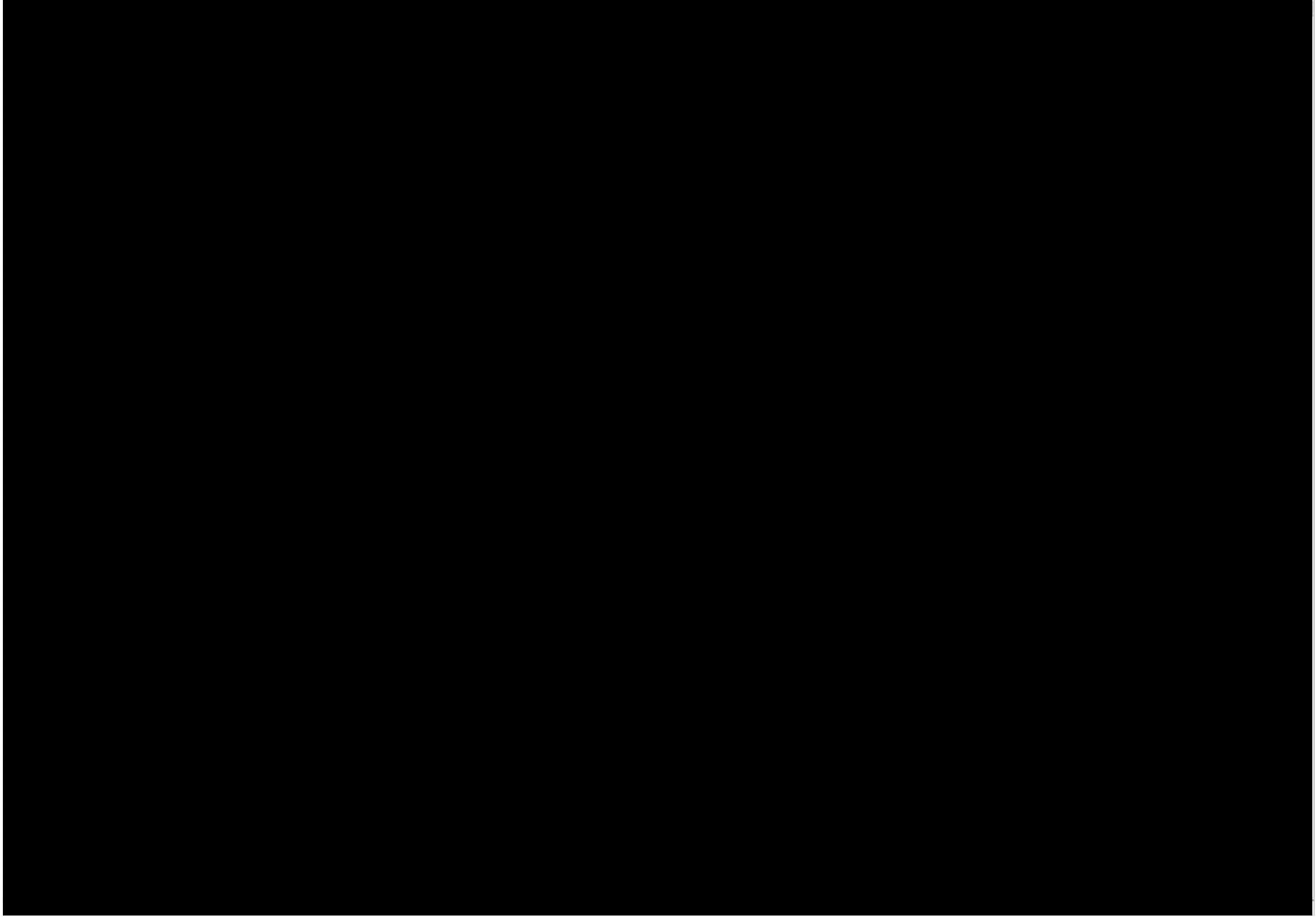


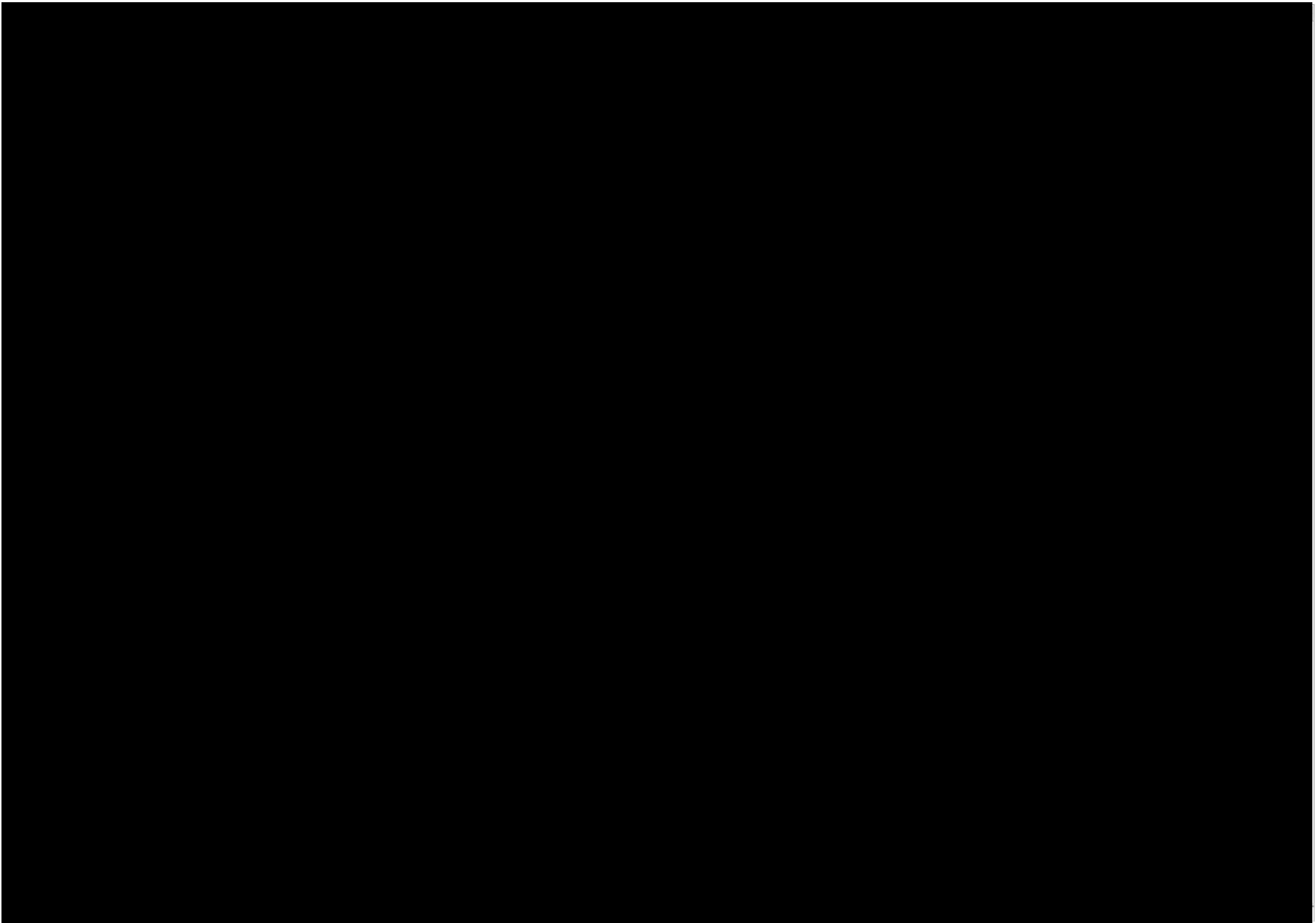


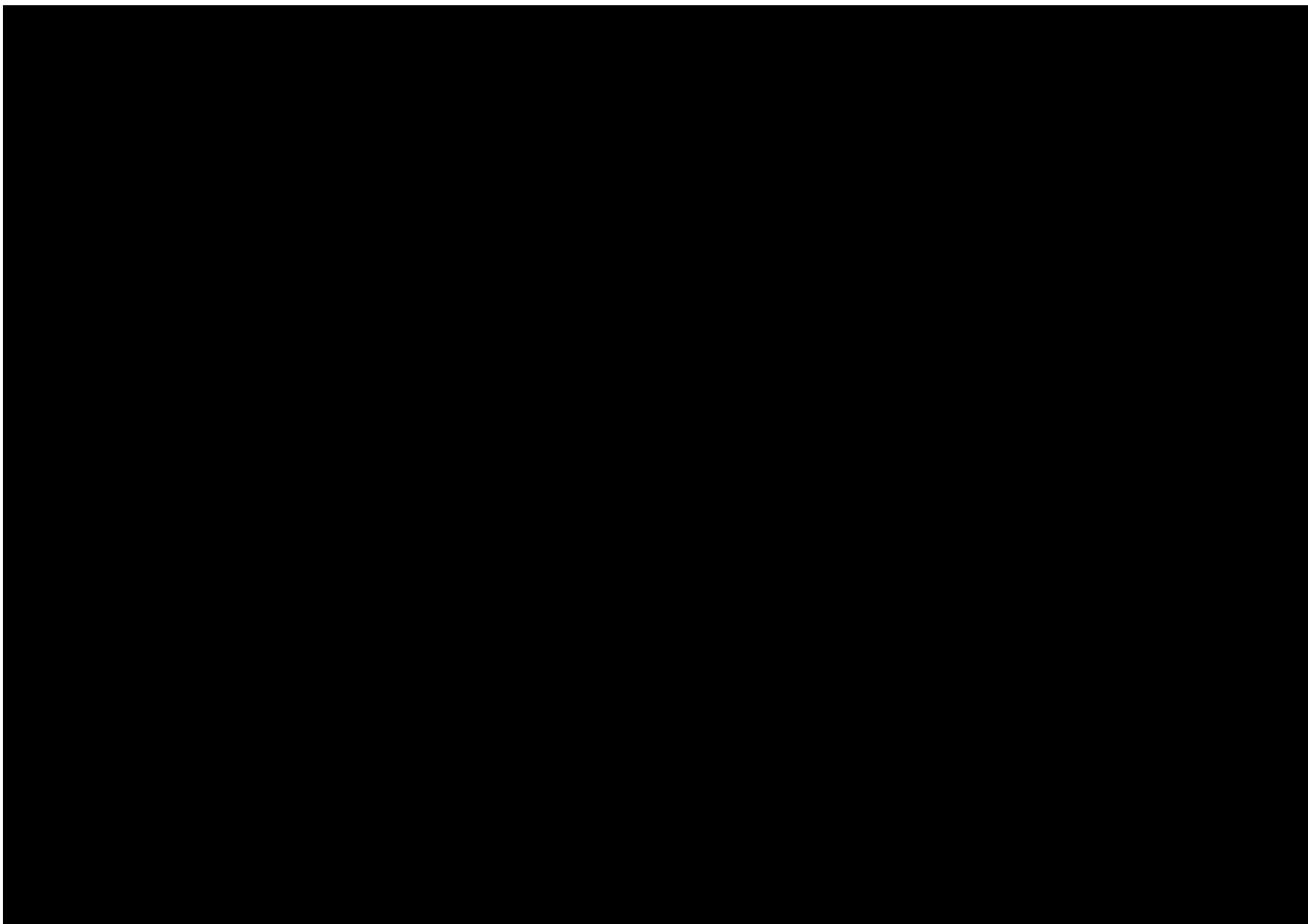


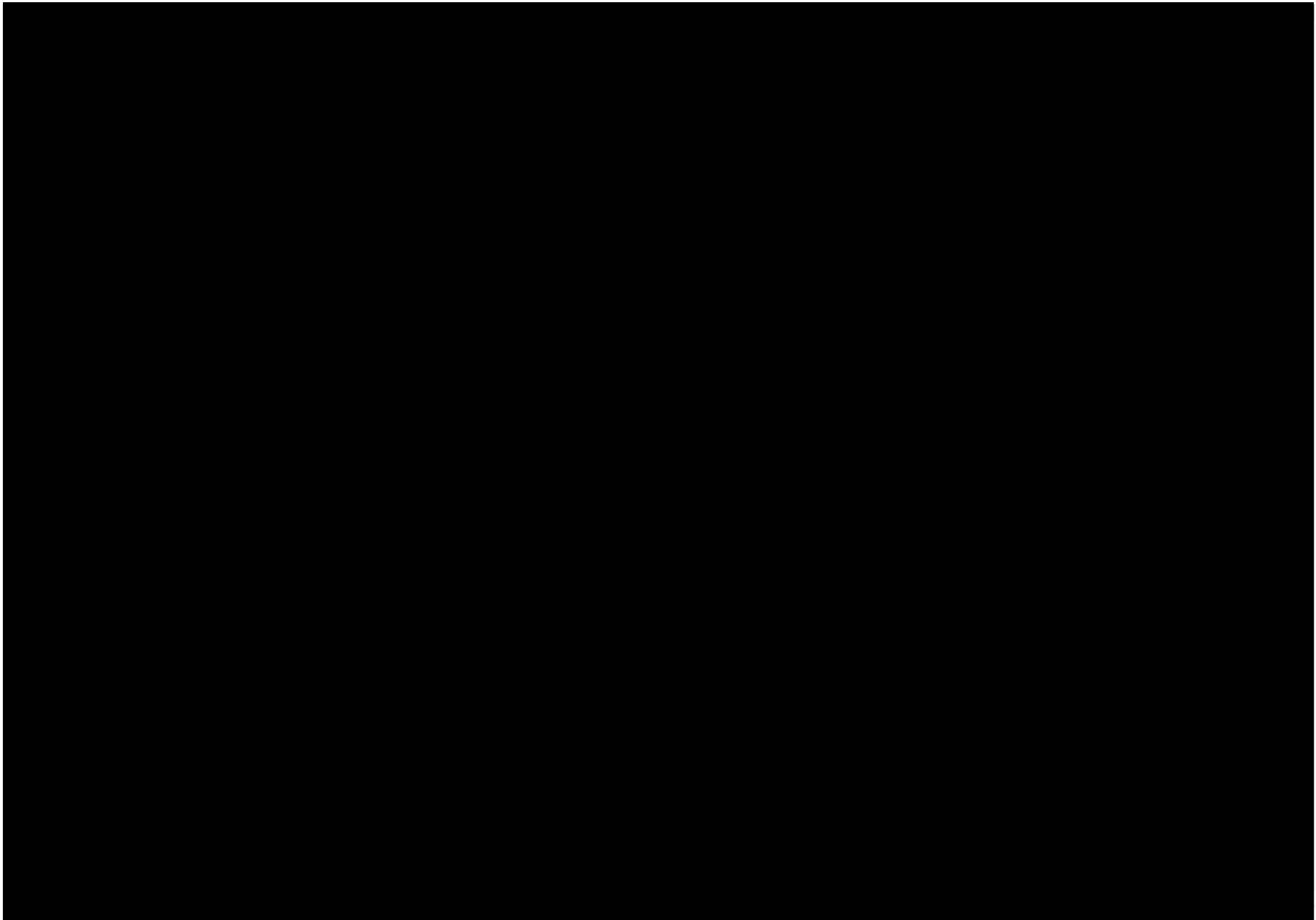


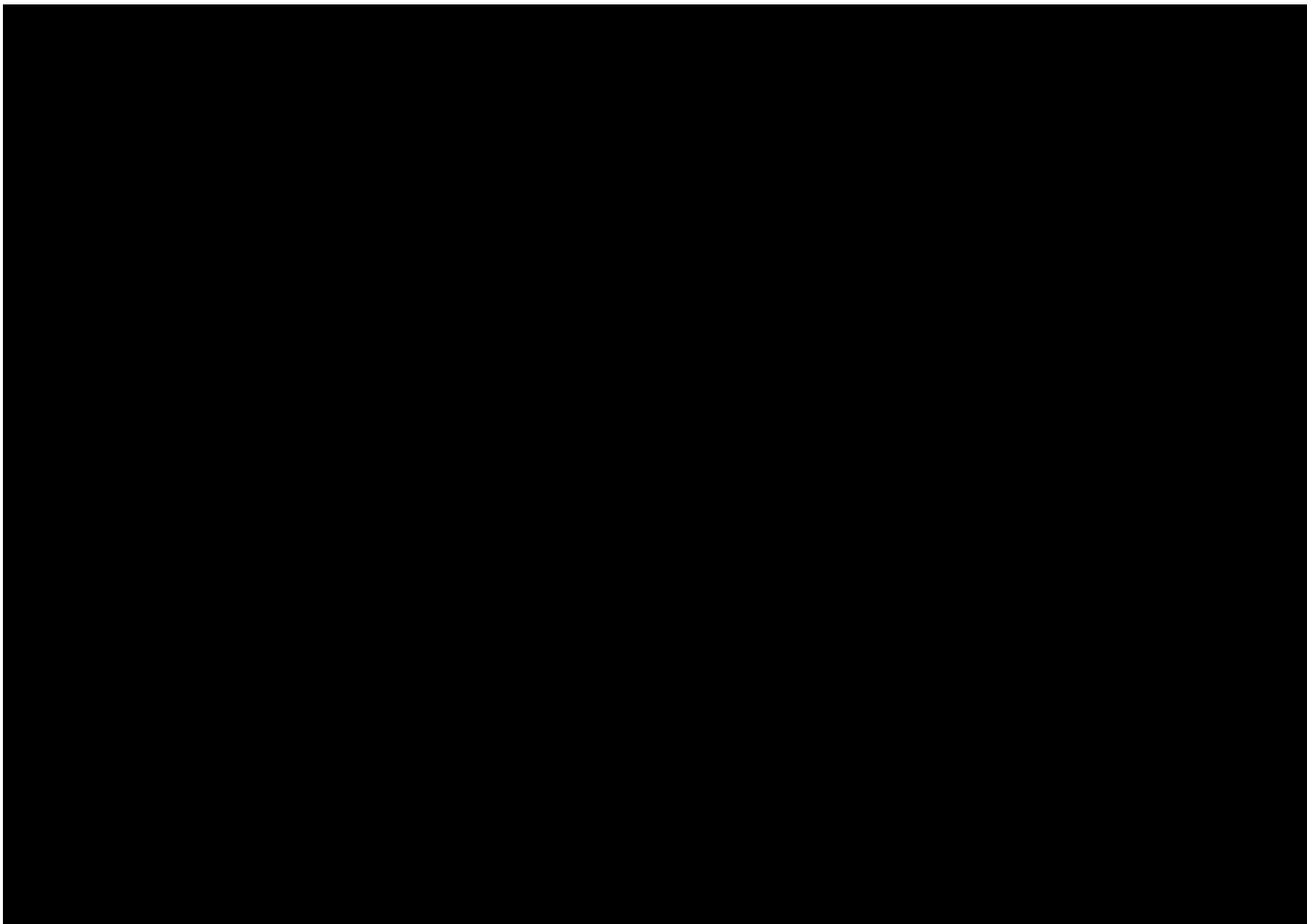


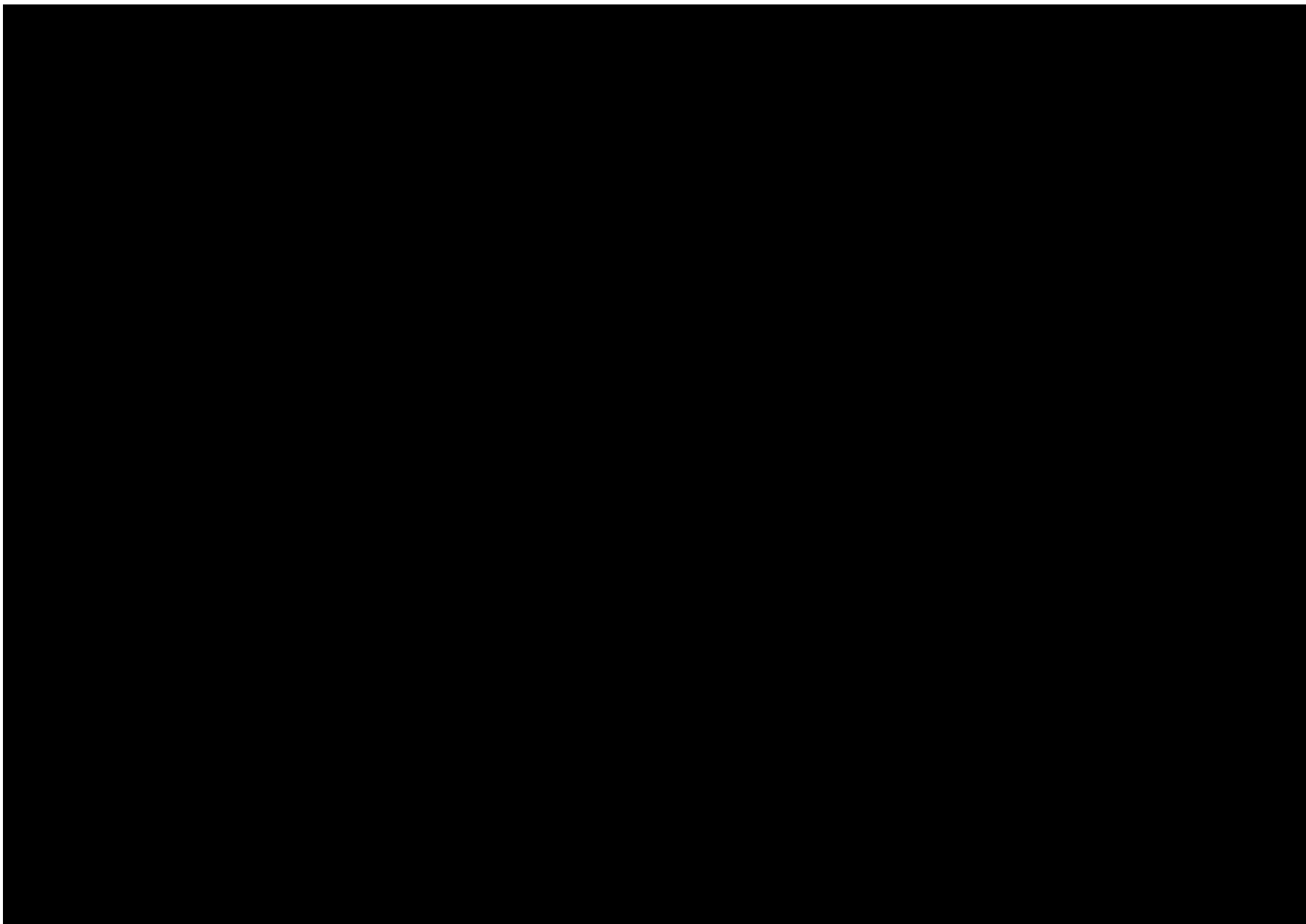


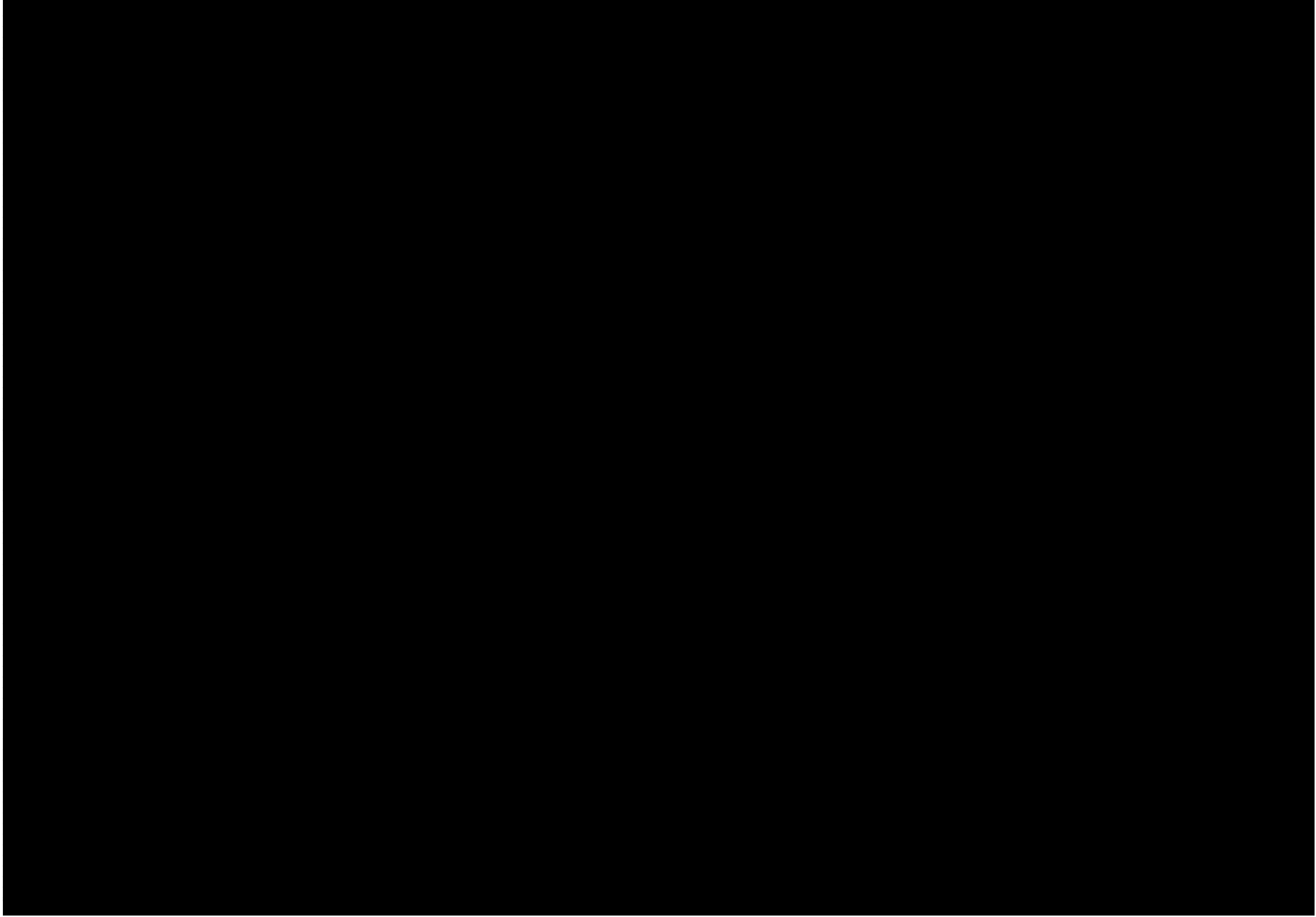


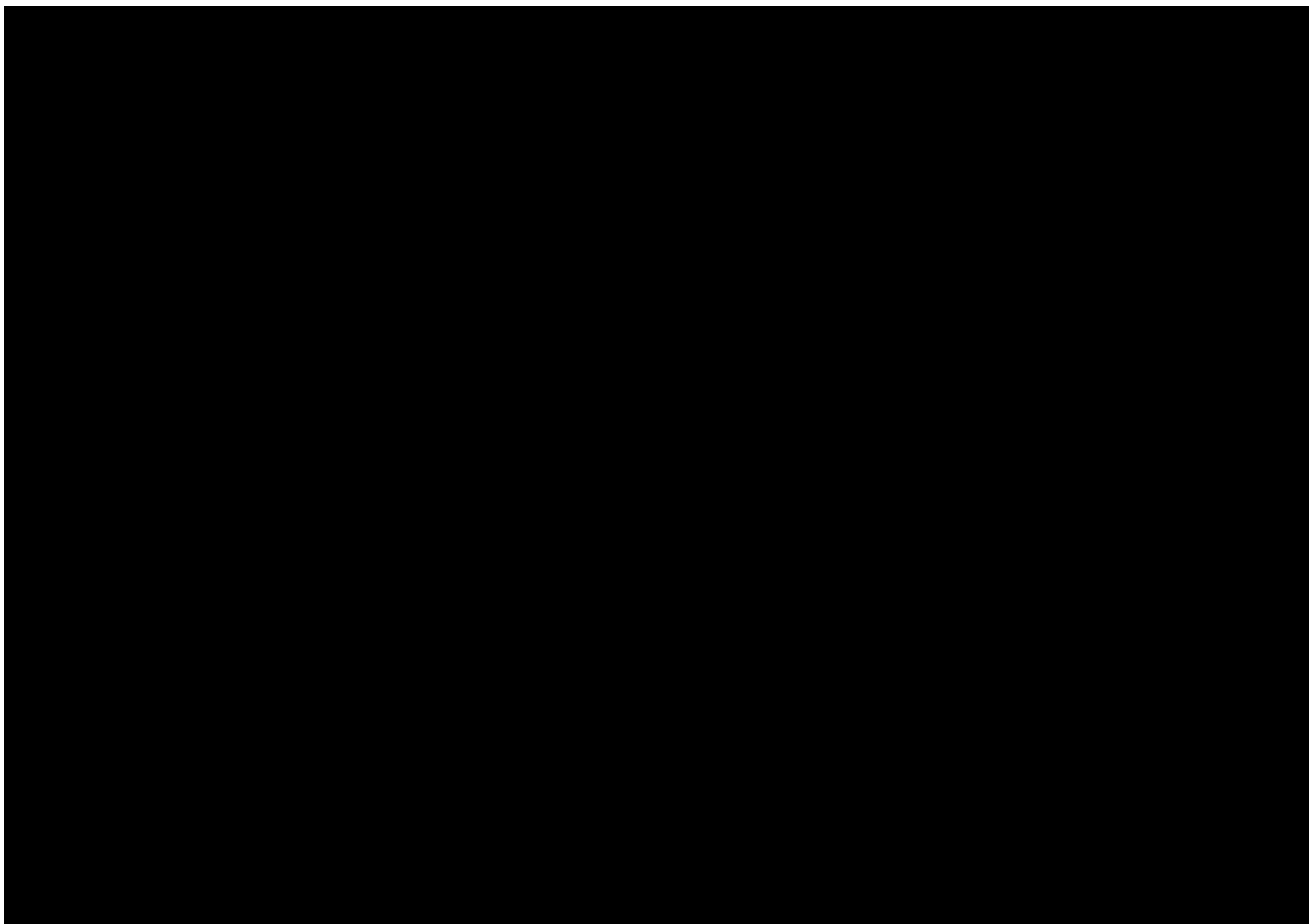












ATTACHMENT 6.2 – TEST SUCCESS CRITERIA

3 TESTS TO BE ACHIEVED IN ORDER TO ACHIEVE THE ATP MILESTONE

Test	Pre-conditions*	Indicative Test Success Criteria
Solution Readiness	<p>Evidence provided for satisfactory:</p> <ul style="list-style-type: none"> • Functional & Non-Functional work completion reports (Unit, SIT, End to End Integrated Testing, UAT and OAT) • Usability testing and any other supporting testing reports • Accessibility testing report in line with requirements • Customer Impact Review completed • Integrated Testing completed with other packages • Data Migration testing & execution reports • Data governance artefacts in place (data models, data glossaries, data flow maps etc.) • Data quality performance reporting in place • Detailed Production System Cutover plan • Security test completion report • Duplicate of live Solution made available in test environment(s) for business users 	<p>Agreement and approval at Operational Readiness that evidence provided are:</p> <ul style="list-style-type: none"> • Complete; • Technically satisfactory; and • If any, remaining exceptions are being managed appropriately to enable the related PPB Operational Service Commencement Date (OSCD).
Technical Readiness	<p>Evidence provided for satisfactory:</p> <ul style="list-style-type: none"> • Performance Testing • Availability & Uptime Testing • Failover & Disaster recovery • Resilience Testing reports • Data integration testing and reporting 	<p>Agreement and approval at Operational Readiness that evidence provided are:</p> <ul style="list-style-type: none"> • Complete; • Technically satisfactory; and • If any, remaining exceptions are being managed appropriately to enable the related PPB Operational Service Commencement Date (OSCD).

Test	Pre-conditions*	Indicative Test Success Criteria
Business Readiness	Evidence provided for satisfactory: <ul style="list-style-type: none"> • Service Introduction & confirmed resourcing • As applicable, staff transfer on track • Users and business roles mapped • Communications plan on track • As applicable, sites readiness on track • Training completion report • SLA and KPI reporting readiness • Management information (MI) in place 	Agreement and approval at Operational Readiness that evidence provided are: <ul style="list-style-type: none"> • Complete; • Business wide satisfactory; and • If any, remaining exceptions are being managed appropriately to enable the related PPB Operational Service Commencement Date (OSCD).
Support Readiness	Evidence provided for satisfactory: <ul style="list-style-type: none"> • Integration with NS&I's SIAM services • Service desk (including ServiceNow) and the lines of support readiness report, • Data governance support is resourced and in place • Early life support resourced and in place 	Agreement and approval at Operational Readiness that evidence provided are: <ul style="list-style-type: none"> • Complete; • Business wide satisfactory; and • If any, remaining exceptions are being managed appropriately to enable the related PPB Operational Service Commencement Date (OSCD).

* Note: The Pre-Conditions are that e.g. the Success Criteria for the previous Tests must be satisfied before the ATP Milestone tests are commenced.

The final Test Success Criteria required to demonstrate acceptance of a Service and/or Deliverable and issue of the Test Certificate and/or Milestone Achievement Certification shall be agreed between the Parties as part of the relevant Test Plan in accordance with Paragraph 5 of Schedule 6.2 (Testing Procedures).

4 TESTS TO BE ACHIEVED IN ORDER TO ACHIEVE A CPP MILESTONE

CPP Milestone Charge No.	Test	Indicative Test Success Criteria
All	Evidenced the demonstration of successful live business operation of all service components related to the respective OSCD.	<p>Agreement and Approval to end Early Life Support period after PPB Operational Service Commencement Date (OSCD) based on the evidence provided are:</p> <ul style="list-style-type: none"> • Complete; • Business wide satisfactory; and, <p>If any, remaining exceptions are being managed appropriately.</p>

The final Test Success Criteria required to demonstrate acceptance of a Service and/or Deliverable and issue of the Test Certificate and/or Milestone Achievement Certification shall be agreed between the Parties as part of the relevant Test Plan in accordance with Paragraph 5 of Schedule 6.2 (Testing Procedures).

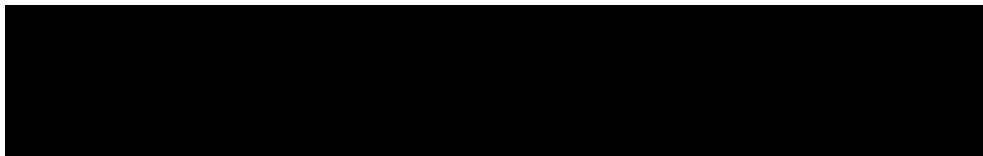
5 END TO END TESTS

- 5.1 The Buyer reserves the right to nominate a lead (the “**Lead Supplier**”), as notified from time to time by the Buyer and (notwithstanding the obligations in the Collaboration Agreement) provided that any material impact on the Supplier’s performance of the Services is agreed in accordance with the Change Control Procedure prior to such nomination, to act on its behalf to undertake any or all of the Buyer’s activities and responsibilities in respect of End to End Testing as set out in this Paragraph 5. The Lead Supplier shall co-ordinate activity across the delivery of End to End Testing as instructed by the Buyer.
- 5.2 The Supplier shall, at the request of the Buyer or the Lead Supplier and pursuant to its obligations under the Collaboration Agreement, cooperate with the Buyer, the Lead Supplier and any Relevant Third Party Supplier and participate in End to End Testing including (but not limited to):
 - 5.2.1 in relation to the on-boarding of a Relevant Third Party Supplier;
 - 5.2.2 whenever a significant implementation is progressing through delivery;
 - 5.2.3 a Change; or
 - 5.2.4 in other such circumstances as the Buyer may at its discretion request.
- 5.3 In the event of an End to End Test, the Buyer shall develop the Test Strategy, Test Plan and Test Specification and provide a copy of the same to the Supplier for the purpose of the Supplier carrying out the Tests on any Deliverable for which it is responsible or any element of its Services that form part of or impact on the End to End Test.
- 5.4 The Supplier shall provide all reasonable cooperation, assistance and information in relation to the development of the Test Strategy, Test Plan and Test Specification for the End to End Test as requested by the Buyer.
- 5.5 The relevant Test Success Criteria shall be determined as part of the relevant Test Plan.
- 5.6 The provisions of Paragraphs 8 to 13 of Schedule 6.2 (*Testing Procedures*) shall apply in relation to the Supplier’s testing of its own Services or Deliverables as part of the End to End Test.
- 5.7 For the avoidance of doubt the Supplier shall be responsible for the resolution of any Test Issues arising in relation to the End to End Test and shall cooperate with the Buyer and Relevant Third Party Supplier in the resolution of any wider Test Issues.

ATTACHMENT 7.1 – CHARGES

1 PRICING RESPONSE TEMPLATE

The Pricing Response Template contained in the Excel file reference “IBM Digital Experience and Enablement Price Response (Att 7.1) (49160134).xlsx”



ATTACHMENT 7.2 – MAXIMUM PAYMENTS ON TERMINATION

The table below sets out, by Contract Year, the maximum amount of the Unrecovered Payment, Breakage Costs Payment and the Compensation Payment that the Buyer shall be liable to pay to the Supplier pursuant to this Contract:

Termination Date	Maximum Unrecovered Payment	Maximum Breakage Costs Payment	Maximum Compensation Payment
Anytime in the first Contract Year	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]
Anytime in the second Contract Year	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]
Anytime in the third Contract Year	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]
Anytime in the remaining Initial Term	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]
Anytime in the Extension Period	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]

ATTACHMENT 7.3 – APPROVED BENCHMARKERS

Hackett

APQC

Gartner

ISG

ATTACHMENT 7.4 – FINANCIAL DISTRESS

PART A - FINANCIAL INDICATORS

1 FINANCIAL INDICATORS

- 1.1 Subject to the calculation methodology set out at Part D of this Attachment, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as follows:

Metric No.	Financial Indicator	Calculation (see Table D of this Attachment 7.4 for further details on the calculation of each Financial Indicator)	Financial Target Threshold	Monitoring and Reporting Frequency
1	Turnover Ratio	Turnover Ratio = Turnover / Annual Contract Value	Above 2.0 for each of the last two (2) years	Tested and reported yearly in arrears within ninety (90) days of each accounting reference date
2	Operating Margin	<p>Operating Margin = (Operating profit + Exceptional and non-underlying items*) / Turnover</p> <p>*Exceptional and non-underlying items are only included if value is negative.</p> <p>Operating profit is calculated as the sum of: Other operating income/expense, Administrative income/expense, Grant income (e.g. Government income), Impairment losses/gains and Restructuring costs.</p>	Above ten percent (10%) for each of the last two (2) years	Tested and reported yearly in arrears within ninety (90) days of each accounting reference date based upon figures for the twelve (12) months ending on the relevant accounting reference date
3	Net Debt to EBITDA Ratio	<p>Net Debt to EBITDA Ratio = Net Debt / EBITDA</p> <p>Where Net Debt is defined as: The sum of 1. Current Liabilities: Loans and overdrafts, Deferred consideration, Lease liabilities, Amounts owed to group undertakings, Amounts owed to joint ventures and associates and Derivative financial instruments. 2. Non-current liabilities: Lease liabilities, Loans and borrowings, Amounts owed to group undertakings, Amounts owed to joint ventures and</p>	Below 2.5 for each of the last two (2) years	Tested and reported yearly in arrears within ninety (90) days of each accounting reference date based upon EBITDA for the twelve (12) months ending on, and Net Debt at, the relevant accounting reference date

		<p>associates, Deferred consideration and Derivative financial instruments.</p> <p>Less</p> <p>1. Current Assets: Derivative financial instruments, Other current financial assets (i.e. MMFs, secured loan notes), Cash and cash equivalents (Incl marketable securities) and Investments.</p> <p>Where EBITDA is defined as: Operating profit plus Exceptional and non-underlying items* less Depreciation and Amortisation.</p> <p>Operating profit is calculated as the sum of: Other operating income/expense, Administrative income/expense, Grant income (e.g. Government income), Impairment losses/gains and Restructuring costs. *Exceptional and non-underlying items are included in the calculation where the value is negative.</p>		
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4	Net Debt and Net Pension Deficit to EBITDA Ratio	<p>Net Debt and Net Pension Deficit to EBITDA Ratio = (Net debt + Net Pension Deficit) / EBITDA</p> <p>Where Net Debt is defined as:</p> <p>The sum of</p> <p>1. Current Liabilities: Loans and overdrafts, Deferred consideration, Lease liabilities, Amounts owed to group undertakings, Amounts owed to joint ventures and associates and Derivative financial instruments.</p> <p>2. Non-current liabilities: Lease liabilities, Loans and borrowings, Amounts owed to group undertakings, Amounts owed to joint ventures and associates, Deferred consideration and Derivative financial instruments.</p> <p>Less</p> <p>1. Current Assets: Derivative financial instruments, Other current financial assets (i.e. MMFs, secured loan notes), Cash and cash equivalents (Incl marketable securities) and Investments.</p> <p>Where Net Pension Deficit is defined as: - (Employee benefit assets (Pension etc.) - Employee benefit liabilities (Pension etc.))</p> <p>Where EBITDA is defined as: Operating profit plus Exceptional and non-underlying items* less Depreciation and Amortisation.</p> <p>Operating profit is calculated as the sum of: Other operating income/expense, Administrative income/expense, Grant income (e.g. Government income), Impairment losses/gains and Restructuring costs.</p> <p>*Exceptional and non-underlying items are included</p>	Below four (4) for each of the last two (2) years	Tested and reported yearly in arrears within ninety (90) days of each accounting reference date based upon EBITDA for the twelve (12) months ending on, and the Net Debt and Net Pension Deficit at, the relevant accounting reference date
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		in the calculation where the value is negative.		
5	Net Interest Paid Cover	<p>Net Interest Paid Cover = (Operating profit + Exceptional and non-underlying items* + Share of results of associates and joint ventures) / - (Interest Received + Interest Paid)</p> <p>*Exceptional and non-underlying items are only included if value is negative. Operating profit is calculated as the sum of: Other operating income/expense, Administrative income/expense, Grant income (e.g. Government income), Impairment losses/gains and Restructuring costs.</p>	Above 4.5 for each of the last two (2) years	Tested and reported yearly in arrears within ninety (90) days of each accounting reference date based upon figures for the twelve (12) months ending on the relevant accounting reference date
6	Acid Ratio	Acid Ratio = (Current Assets - Stock and WIP) / Current liabilities	Above 1.0 for each of the last two (2) years	Tested and reported yearly in arrears within ninety (90) days of each accounting reference date based upon figures at the relevant accounting reference date
7	Net Asset Value	Net Asset Value = Net Worth	Above zero (0) for each of the last two (2) years	Tested and reported yearly in arrears within ninety (90) days of each accounting reference date based upon figures at the

				relevant accounting reference date
8	Group Exposure Ratio	<p>Group Exposure Ratio = Group Exposure / Gross Assets</p> <p>Where Group Exposure is defined as:</p> <p>The sum of: 1. Other non-current assets: Amounts owed by group undertakings and Amounts owed by joint ventures and associates 2. Current assets: Amounts owed by group undertakings and Amounts owed by joint ventures and associates 3. Contingent liabilities in support of group undertakings (£'000s).</p> <p>Where Gross Assets is defined as:</p> <p>The sum of: 1. Fixed Assets: Other intangible fixed assets, Tangible fixed assets, Other fixed assets (Fixed asset investments, investment properties etc.) and Right of use assets 2. Current Assets</p> <p>We note that Goodwill has been excluded in the calculation of gross assets.</p>	Below twenty five percent (25%) for each of the last two (2) years	Tested and reported yearly in arrears within ninety (90) days of each accounting reference date based upon figures at the relevant accounting reference date
9	Trade Debtors Ratio	(Trade Debtors / Turnover) x 365	Below sixty (60) days for each of the last two (2) years	Tested and reported half yearly in arrears within ninety (90) days of each half year end based upon figures at the relevant half year end
10	Trade Creditors Ratio	(Trade Creditors / Cost of Sales) x 365	Below sixty (60) days for each of the last two (2) years	Tested and reported half yearly in arrears within ninety (90) days of each half year end based upon figures at the relevant half year end

2 MONITORED SUPPLIERS

Monitored Supplier	Applicable Financial Indicators (these are the Financial Indicators from the table in the table immediately above in Part A of this Attachment which are to apply to the Monitored Suppliers)
None as at the Effective Date	

PART B – RATING AGENCIES

Dun & Bradstreet

The Buyer shall have the right to replace Dun & Bradstreet with an alternative Credit Referencing Agency should the Buyer or UK Government change its preferred Credit Rating Agency platform.

PART C – CREDIT RATINGS

Entity	Credit Rating Threshold
Supplier – IBM UK Ltd	Failure Score of ■ or below
Guarantor – IIG B.V.	Failure Score of ■ or below
<div></div>	Failure Score of ■ or below

PART D – CALCULATION METHODOLOGY FOR FINANCIAL INDICATORS

- 1 The Supplier shall ensure that it uses the following general and specific methodologies for calculating the financial indicators against the Financial Target Thresholds:

1.1 General methodology

- 1.1.1 **Terminology:** The terms referred to in this Attachment 7.4 (*Financial Distress*) are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).
- 1.1.2 **Groups:** Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.
- 1.1.3 **Foreign currency conversion:** Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.
- 1.1.4 **Treatment of non-underlying items:** Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

1.2 Specific Methodology

The calculation methodology and guidance set out in the Assessing and Monitoring the Economic and Financial Standing of Suppliers Guidance Note May 2021 ([Assessing and Monitoring Suppliers EFS May 2021](#)), the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators.

ATTACHMENT 7.6 - RISK, REGULATORY COMPLIANCE AND FINANCIAL CRIME

PART A: RISK

1 STRATEGY

- 1.1 The Supplier shall implement by the Operational Service Commencement Date a risk management framework that is consistent with the HM Treasury Orange Book and future equivalent certification standards and supports and aligns with the Buyer's Risk Management Framework Handbook, using taxonomy, methodologies and risk assessment matrices aligned to the Buyer's approach.
- 1.2 The Supplier's risk management framework shall implement the 'Three Lines of Defence' assurance model operated by the Buyer, as summarised in the Buyer's Risk Management Handbook and shall fulfil the roles and responsibilities (including suitable training, and enabling implementation of such training by the Buyer in relation to compliance).
- 1.3 The Supplier shall ensure its risk function is led by an individual from within the Supplier's organisation at the appropriate level of seniority to provide independent input and make decisions on resource allocation and the management of risk, such role to be designated a Key Personnel role in Schedule 9.2 (*Key Personnel*).

2 RISK APPETITE

- 2.1 The Supplier shall have an established and documented appetite for risk that aligns with the Appetite for Risk set out in the Buyer's Risk Management Framework Handbook.

3 RISK MANAGEMENT AND ASSURANCE

- 3.1 The Supplier shall implement a risk management and assurance process in accordance with Good Industry Practice. This process will include steps to ensure that the Supplier operates in compliance with the Supplier's risk management framework referred to at Paragraph 1.1 above and to evidence the systems and controls that the Supplier has in place to mitigate risk. The Supplier shall regularly report on such systems and controls, include, but not be limited to, real-time delivery of Risk Data as requested by the Buyer from time to time, which may include open audit actions and progress on remediation, actions and timescales to address risk exposures that are outside of the documented appetite for risk.
- 3.2 The Supplier shall collect and perform analysis on the Risk Data relating to the Services and report monthly to the Buyer on the findings (or, if there are changes in the relevant Risk Data, more regularly). The Buyer may use such Risk Data reporting to assist with interpretation of the real-time data provided in accordance with Paragraph 3.1 above.
- 3.3 The Supplier's risk management and assurance process shall demonstrate that early warning indicators support the strength of the controls relating to risk management and assurance.
- 3.4 The Supplier shall, no more than two (2) months after the Operational Service Commencement Date and annually thereafter, provide the Buyer with evidence of assurance that its risk management framework complies with the Buyer's Risk Management Framework Handbook and the principles of this Attachment 7.6 (*Risk, Regulatory Compliance and Financial Crime*).

PART B- REGULATORY COMPLIANCE

1 COMPLIANCE

This Part B is in addition to and does not replace the obligations in Clause 5.1.3 with regards compliance with all applicable Law.

2 FINANCIAL CONDUCT AUTHORITY (FCA)

2.1 The Supplier shall ensure that the Services adhere to the FCA Handbook, including the following provisions:

- 2.1.1 High Level Standards and Principles for Business (PRIN);
- 2.1.2 Senior Management Arrangements, Systems and Controls Rules (SYSC);
- 2.1.3 Code of Conduct (COCON);
- 2.1.4 Threshold Conditions (COND);
- 2.1.5 The Fit and Proper test for Employees and Senior Personnel (FIT);
- 2.1.6 Statements of Principle and Code of Practice for Approved Persons (APER);
- 2.1.7 Redress: Dispute Resolution (Complaints) (DISP);
- 2.1.8 GEN 7;
- 2.1.9 Training & Competence (TC); and
- 2.1.10 Supervision Manual (SUP).

2.2 The Supplier shall ensure that the Services adhere to the requirements defined in the applicable elements of the FCA's Banking Code of Business Sourcebook (BCOBS) including, but not limited to BCOBS 2, 3, 4, 5 and 6 which include provisions relating to:

- 2.2.1 communications with customers and financial promotions;
- 2.2.2 distance communications, including distance marketing disclosure rules and the conclusion of distance contracts;
- 2.2.3 information to be communicated to customers and statements of account;
- 2.2.4 post-sale requirements; and
- 2.2.5 cancellation.

2.3 The Supplier shall ensure that the Services adhere to the requirements defined in the applicable elements of the FCA's Conduct of Business Sourcebook (COBS) including, but not limited to COBS 2, 4, 8/8A, 10/10A, 14, 15, 16/16A, which include provisions relating to:

- 2.3.1 Information disclosure;
- 2.3.2 Financial promotion;
- 2.3.3 Distance communications;
- 2.3.4 Client agreements;

- 2.3.5 Appropriateness and information about investments;
- 2.3.6 Cancellation;
- 2.3.7 Reporting information to clients; and
- 2.3.8 Record keeping.

3 PAYMENT SERVICES REGULATIONS

- 3.1 The Supplier shall ensure that the Services adhere to the conduct elements of the Payment Services Regulations 2017, including but not limited to:
 - 3.1.1 the provision of information relating to payment transactions;
 - 3.1.2 strong customer authentication requirements;
 - 3.1.3 requirements concerning allowing access to payment account information;
 - 3.1.4 obligations and liabilities in relation to unauthorised payment transactions;
 - 3.1.5 timelines for the receipt of payments made and the application of funds for payments received; and
 - 3.1.6 incident reporting for incidents relating to payments.
- 3.2 If at any time a conflict occurs or is suspected between the Supplier's obligations under the Payment Services Regulations and its obligations under this Contract, it must notify the Buyer and the Buyer shall determine at its sole discretion how the Supplier shall proceed.

4 COMPLIANCE WITH OTHER LAW AND GUIDANCE

- 4.1 The Supplier shall also ensure compliance with applicable law and guidance, including but not limited to relevant elements of the following:
 - 4.1.1 The Financial Services and Markets Act 2000;
 - 4.1.2 The Financial Services and Markets Act 2000 (Regulated Activities) Order 2001;
 - 4.1.3 The Financial Services and Markets Act 2000 (Financial Promotion) Order 2005;
 - 4.1.4 The National Savings Regulations 2015 and the National Savings (No. 2) Regulations 2015;
 - 4.1.5 Individual Savings Account Regulations 1998;
 - 4.1.6 Consumer Rights Act 2015;
 - 4.1.7 Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
 - 4.1.8 Consumer Protection from Unfair Trading Regulations 2008;
 - 4.1.9 The Money Laundering Regulations 2020;
 - 4.1.10 The Proceeds of Crime Act 2002;
 - 4.1.11 The Counter-Terrorism Act 2008;

- 4.1.12 The Criminal Finances Act 2017;
- 4.1.13 Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017;
- 4.1.14 The International Tax Compliance Regulations 2015;
- 4.1.15 The Bribery Act 2010;
- 4.1.16 The Equality Act 2010;
- 4.1.17 Government Guidance relating to “Assisted Digital”;
- 4.1.18 The Government Financial Reporting Manual (FReM);
- 4.1.19 International Financial Reporting Standards (IFRS);
- 4.1.20 Central Government Transparency Guidance;
- 4.1.21 British Bankers' Association/Building Societies Association Code of Conduct for the Advertising of Interest Bearing Accounts;
- 4.1.22 The Welsh Language Act 1993;
- 4.1.23 Powers of Attorney Act 1971;
- 4.1.24 Mental Capacity Act 2005;
- 4.1.25 National Debt Act 1972;
- 4.1.26 The UK Code of Non-broadcast Advertising and Direct Promotional Marketing Code (CAP Code) and The UK Code of Broadcast Advertising Code (BCAP Code); and
- 4.1.27 ISO 22301:2012.

5 COMPLIANCE MONITORING

- 5.1 The Supplier shall ensure that the risks of non-compliance with the Standards and Law and guidance have been defined and documented for all processes related to the delivery of the Services.
- 5.2 In respect of the compliance risks defined, the Supplier shall have in place controls to mitigate those risks in accordance with the Buyer's Appetite for Risk. The Supplier shall review and where necessary amend such controls to ensure compliance with the Buyer's Appetite for Risk.
- 5.3 In the event of the compliance risk materialising, the Supplier shall mitigate any impact upon the Buyer, Users and Customers.
- 5.4 The Supplier shall monitor and test the effectiveness of the controls in place to mitigate the compliance risks. This will form the first line of defence within the 'Three Lines of Defence' assurance model.
- 5.5 The Supplier shall agree with the Buyer their proposed tests, which the Supplier shall use to monitor the effectiveness of the controls in place that mitigate the compliance risks.
- 5.6 The Supplier shall ensure that any issues or risks identified through such monitoring and testing processes are brought to the attention of the Buyer, within three (3) Working Days of such issues or risks being identified, and agreement gained from the Buyer in respect of the required

remedial actions, timeframe for completion and ownership. The Supplier shall ensure that progress of remedial action is tracked and reported to the Buyer.

- 5.7 The Supplier shall retain a full audit trail of the monitoring and testing undertaken in relation to the compliance risks, together with the results, issues and actions arising and the progress of any remedial action.
- 5.8 In respect of any issues identified as a result of validation of first line controls testing or further substantive compliance testing, the Supplier shall develop a remedial action plan within seven (7) Working Days and complete such actions within timescales agreed by the Buyer.

6 BREACH REPORTING

- 6.1 The Supplier shall report any breaches of the Buyer's Requirements and any breaches which cause an operational or systemic impact (for example those where the breach impacts a large number of Customers or is a serious breach) to the Buyer immediately or in any case within twenty four (24) hours of a breach and shall record and investigate such breaches and take any remedial action within timescales agreed by the Buyer.
- 6.2 Records of breaches shall include classification of significance of the issue in accordance with the Buyer's Risk Management Framework Handbook and Appetite for Risk, the root cause of the breach, where the breach originated, any financial and non-financial impact on Customers (and, where applicable, Users), the number of Customers impacted, any remedial action required or undertaken, and the remedial action owner.
- 6.3 The Supplier shall monitor the occurrence of regulatory breaches to identify trends, report such trends and actions to the Buyer on a monthly basis and, where the Buyer requires, take remedial action.
- 6.4 The Supplier shall ensure all Supplier Personnel have adequate understanding to enable them to identify regulatory breaches within their area of responsibility and the Buyer's wider business, and to report, investigate and address the issues (subject, where outside of the Supplier's System, to Buyer approval).
- 6.5 At the Buyer's request the Supplier shall provide a summary of all compliance, fraud, security and business continuity breach reports to each of the relevant committees, as set out in Schedule 8.1 (*Governance*) summarising all breaches occurring since the previous committee sitting. The Supplier shall, as requested by the Buyer, submit a report detailing all breaches that are deemed by the Buyer to be significant in nature to the Buyer's Executive Committee.

PART C: FINANCIAL CRIME

1 FRAUD RISK TOLERANCE

- 1.1 The Supplier shall have an established and documented fraud risk tolerance that aligns with the Buyer's fraud risk tolerance, and shall implement a risk-based approach to delivery of the Services, including in particular to Customer interactions and in accordance with the Buyer's Requirements. No change to this risk-based approach shall be implemented without written consent from the Buyer.
- 1.2 Notwithstanding the tolerance referred to under Paragraph 1.1 above, the Supplier shall at all times ensure compliance with its obligations under Schedule 2.4 (*Security Management*). For the avoidance of doubt, the Buyer's fraud risk tolerance arising in relation to security weaknesses, failures and/or breaches shall be zero (0).

2 FRAUD INVESTIGATION

- 2.1 The Supplier shall document its procedures for the investigation of internal and external fraud and obtain the Buyer's approval prior to the Operational Service Commencement Date. Any changes to such procedures shall be subject to the Buyer's approval through the Change Control Procedure.
- 2.2 The Supplier shall document the procedures for internal and external fraud loss recovery and submit the procedures to the Buyer for the Buyer's approval no less than three (3) months prior to the Operational Service Commencement Date.
- 2.3 The Buyer shall have the right to request changes to the Supplier's internal and external fraud loss recovery procedures and the Supplier shall implement such requested changes, provided that:
 - 2.3.1 the Buyer reasonably considers that the procedures pose a threat to the Buyer's reputational risk;
 - 2.3.2 such a change shall not affect the Supplier's liability obligations; and
 - 2.3.3 such a change shall not place the Supplier in breach of any relevant Law.
- 2.4 The Supplier shall consult with the Buyer before reporting a case to the police or other law enforcement.
- 2.5 The Supplier shall obtain the Buyer's prior written consent before using a third party to assist in a fraud case handling or recovery that relates to the Services.
- 2.6 The Supplier shall keep all policies and procedures regularly reviewed and updated in line with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2020 (as updated from time to time) and updates to the Buyer's own policies and fraud risk tolerance.

ATTACHMENT 8.1 – REPRESENTATION AND STRUCTURE OF GOVERNANCE

ANNEX 1: REPRESENTATION AND STRUCTURE OF COMMITTEES

Transformation Committee

Committee Members of Transformation Committee	COO Chief Operating Officer (Chair) Assistant Director, Change Delivery (Deputy Chair) Finance Director Risk Director Head of EPO
Supplier Governance Representatives non-voting attendees of Transformation Committee	Client Partner IBM Delivery Partner Note: IBM may, with the prior consent of the Buyer (at the Buyer's discretion), bring other representatives depending on specific agenda items.
Start date for Transformation Committee meetings	From the Effective Date
Frequency of Transformation Committee meetings	Every month/twelve (12) times a year
Location of Transformation Committee meetings	To be agreed by the Parties on a case by case basis

Risk Management Committee

Committee Members of Risk Management Committee	Risk Director (Chair) Chief Executive People and Strategy Director Finance Director Retail Director Head of Risk
Supplier Governance Representatives for Risk Management Committee	Client Partner IBM Delivery Partner IBM Security Lead Note: IBM may, with the prior consent of the Buyer (at the Buyer's discretion), bring other representatives depending on specific agenda items
Start date for Risk Management Committee meetings	From the Effective Date
Frequency of Risk Management Committee meetings	Every three (3) months/four (4) times a year
Location of Risk Management Committee meetings	To be agreed by the Parties on a case by case basis

Service Delivery Committee

Committee Members of Service Delivery Committee	Chief Operating Officer (Chair) Assistant Director, Customer Operations (Deputy Chair) Retail Director Finance Director Head of Supply Chain Management
Supplier Governance Representatives Service Delivery Committee	Client Partner IBM Delivery Partner IBM Security Lead IBM Service Ops Lead Note: IBM may, with the prior consent of the Buyer (at the Buyer's discretion), bring other representatives depending on specific agenda items
Start date for Service Delivery Committee meetings	From the Effective Date
Frequency of Service Delivery Committee meetings	Every month/twelve (12) times a year
Location of Service Delivery Committee meetings	To be agreed by the Parties on a case by case basis

Customer and Pricing Committee

Committee Members of Customer and Pricing Committee	Chief Executive Officer (Chair) Retail Engagement Strategy Director Customer Strategy & Proposition Development Director Service Design & Development Director Finance Director Risk Director Communications Director
Supplier Governance Representatives for Customer and Pricing Committee	Client Partner IBM Delivery Partner Commercial Lead Note: IBM may, with the prior consent of the Buyer (at the Buyer's discretion), bring other representatives depending on specific agenda items
Start date for Customer and Pricing Committee meetings	From the Effective Date
Frequency of Customer and Pricing Committee meetings	Every month/twelve (12) times a year

Location of Customer and Pricing Committee meetings	To be agreed by the Parties on a case by case basis
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ANNEX 2: REPRESENTATION AND STRUCTURE OF FORUMS

Change Forum

Forum Members of Change Forum	[] [Chairperson] ** Change Board information to be confirmed post Effective Date as the Chair, Composition, Start Date and Frequency are to be confirmed by the Director.
Supplier Governance Representatives of Change Forum	IBM Delivery Lead IBM Lead Architect IBM PMO Lead Note: IBM may, with the prior consent of the Buyer (at the Buyer's discretion), bring other representatives depending on specific agenda items
Start date for Change Forum meetings	TBC
Frequency of Change Forum meetings	TBC
Location of Change Forum meetings	To be agreed on a case by case basis

Data and Information Forum

Forum Members of Data and Information Forum	NS&I Chief Operating Officer (Chairperson) Assistant Director – IT Head of Data & Planning Head of Business Insight Head of Compliance Advice & Delivery NS&I Data Architect
Supplier Governance Representatives of Data and Information Forum	IBM Lead Architect IBM Security Lead
Start date for Data and Information Forum meetings	From the Effective Date.
Frequency of Data and Information Forum meetings	To be agreed by the Parties.
Location of Data and Information Forum meetings	To be agreed by the Parties on a case by case basis

Enterprise Design Authority

Forum Members of Enterprise Design Authority	NS&I Chief Operating Officer (Chairperson) Assistant Director, Change Delivery (Deputy Chair) Head of Strategy Assistant Director, Information Technology Assistant Director, Rainbow Programme Assistant Director, Retail Head of Operations Assurance
Supplier Governance Representative of Enterprise Design Authority	IBM Lead Architect IBM Transformation Director IBM Security Lead Note: IBM may, with the prior consent of the Buyer (at the Buyer's discretion), bring other representatives depending on specific agenda items
Start date for Enterprise Design Authority meetings	From the Effective Date.
Frequency of Enterprise Design Authority meetings	To be agreed by the Parties
Location of Enterprise Design Authority meetings	To be agreed by the Parties on a case by case basis

Technical Design Authority Forum

Forum Members of Technical Design Authority Forum	Head of Digital Enterprise Architecture (Deputy Chair) Head of Operational Change and Incident Management Lead Technical Architect Lead Data Architect Lead Security Architect
Supplier Governance Representative of Technical Design Authority Forum	IBM Lead Architect IBM Integration Architect IBM Cloud Architect IBM Digital Delivery Lead IBM Security Lead Note: IBM may, with the prior consent of the Buyer (at the Buyer's discretion), bring other representatives depending on specific agenda items
Start date for Technical Design Authority Forum meetings	From the Effective Date.
Frequency of Technical Design Authority Forum meetings	To be agreed by the Parties.
Location of Technical Design Authority Forum meetings	To be agreed by the Parties on a case by case basis

ATTACHMENT 8.4 – TRANSPARENCY REPORTS AND RECORDS TO UPLOAD TO VIRTUAL LIBRARY**PART A - TRANSPARENCY REPORTS**

TITLE	CONTENT	FORMAT	FREQUENCY
Charges	To be agreed with the Buyer to include contract price and incentivisation mechanisms in the Contract	To be agreed with the Buyer	Quarterly
Major Sub-contractors	To be agreed with the Buyer to include status of Sub-contractors including those for supply chains where significant contract value/critical activity rests with Sub-contractors	To be agreed with the Buyer	Quarterly
Technical	To be agreed with the Buyer to include resource plans and utilisation against forecast, Service improvement plans	To be agreed with the Buyer	Quarterly
Performance and performance management	To be agreed with the Buyer to include reporting on performance against performance metrics and plans for management of underperformance	To be agreed with the Buyer	Monthly
Social value	Reporting on performance against social value obligations	To be agreed with the Buyer	Quarterly
Living Wage	Reporting on compliance with Clause 14.7.1(c)	To be agreed with the Buyer	Annual
Supplier Index	Reporting on performance in Supplier Index	To be agreed with the Buyer	Annual
Customer Satisfaction Index	Reporting on performance in Customer Satisfaction Index	To be agreed with the Buyer	Annual

PART B - RECORDS TO UPLOAD TO VIRTUAL LIBRARY

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
CI 5.2 (e), (f) 17.1.1, 17.2(b)	Documentation	As appropriate and agreed by the Buyer	Within seven (7) days of the issue of a Milestone Achievement Certificate in respect of the relevant Deliverable	-	Buyer
CI 5.2(e)	Documentation to include the provision of a complete and up to date description of the Services and the solution to deliver them	As appropriate and agreed by the Buyer	At any point during the term and within two (2) Working Days of a request	On variation	Buyer
CI 17.2.1(b)	Source Code and Object Code	CI 17.2.1(b)	Within seven (7) days of the issue of a Milestone Achievement Certificate	-	Buyer
CI 14.3	Key Personnel	Attachment 9.2	Effective Date	On replacement of Key Personnel	Buyer
Sch 2.1, Requirement	Reporting on compliance with Public Records Act 1958	As appropriate and agreed by the Buyer	Effective Date	Monthly	Buyer
Sch 2.1, Requirement	Reporting on capacity volumes and trends	As appropriate and agreed by the Buyer	Effective Date	Monthly	Buyer
Sch 2.1, Requirement	Reporting on accuracy of configuration management database (required under Sch 8.5, Para 2.1.2) and evidence of proactive configuration management	As appropriate and agreed by the Buyer	Effective Date	Monthly	Buyer
Sch 2.1, Requirement	Reporting on progress of data translation and migration activities during Service transition	As appropriate and agreed by the Buyer	Effective Date	As required and at least weekly	Buyer

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 2.1, Requirement	Reporting on progress of Service transition activities	As appropriate and agreed by the Buyer	Effective Date	At least weekly	Buyer
Sch 2.1, Requirement	Reporting on non-compliance with Enterprise Architecture designs and Standards across the End to End Service	As appropriate and agreed by the Buyer	On discovery	-	Buyer
Sch 2.1, Requirement	Customer Experience analytics data. This shall include (without limitation), Customer satisfaction information captured by the Supplier through Net Promoter Scores (NPS) or customer satisfaction (CSAT) for Customers on the website and mobile application (the “ Customer Satisfaction Report ”).	As appropriate and agreed by the Buyer	Effective Date	As updated Customer Satisfaction Report on a monthly basis.	Buyer
Sch 2.2, Part B Para 2.3	Performance Monitoring Report and the Balanced Scorecard Report	Sch 2.2, Part B	Service Commencement	Within ten (10) Working Days of the end of each Service Period	Buyer
Sch 2.2, Part 2, Para 2	Dashboard data	As appropriate and agreed by the Buyer	On request	-	Buyer
Sch 2.2, Part 2, Para 5	Workarounds database	As appropriate and agreed by the Buyer	On deployment of a workaround	Any update	Buyer
Sch 2.3, Para 2.4	Demonstration of compliance with Standards	Sch 2.3, Para 2.4	Operational Service Commencement Date	Annually	Buyer

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 2.4, Para 6	Security Management Plan	Sch 2.3, Annex 3	Within twenty (20) Working Days of the date of this Contract	Any update, annually and after any of the events in Sch 2.4, Para 7.2	Buyer
Sch 2.4, Para 6	Core Information Management System Diagram	Attachment 2.4	Operational Services Commencement Date	Any update, annually and after any of the events in Sch 2.4, Para 7.2	Buyer
Sch 2.4, Para 8	Risk Management Documentation	Sch 2.4, Annex 3	Operational Services Commencement Date	Any update, annually and after any of the events in Sch 2.4, Para 7.2	Buyer
Sch 2.4, Para 8	Security certificates	Sch 2.4, Annex 3	Prior to receiving, storing or processing any Buyer Data	-	-
CI 29 and Part 2 of the Order Form - Insurance	Evidence of Insurances	Order Form	Effective Date	Within fifteen (15) days after policy renewal or replacement	Buyer
CI 24	Commercially Sensitive Information	Attachment 4.2	Effective Date	Upon Contract by the Buyer to vary the information	Buyer and/or Auditor
CI 15.3.3	Notified Key Sub-contractors	Attachment 4.3	Effective Date	On replacement of Key Sub-contractor	Buyer
CI 15.3	Third Party Contracts	Attachment 4.4	Effective Date	On appointment of Sub-contract	Buyer
CI 15.6	Notified Key Sub-contractors	Attachment 4.3	Effective Date	With each approved appointment or variation	Buyer
CI 15..9.1	Supply chain Transparency Information Reports	Sch 8.4, Annex 4	Thirty (30) days prior to the of the end of each financial year	Every twelve (12) months	Buyer
CI 16,17	Software	Sch 5 and Attachment 5	Operational Services Commencement Date	Upon Contract by the Buyer to vary the information	Buyer

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 6.1, Para 3.1	Detailed Implementation Plan	Sch 6.1	Within twenty (20) Working Days of Effective Date	Every three (3) months from Effective Date	Buyer
Sch 6.2, Para 4	Test Strategy	As appropriate and agreed by the Buyer	Within twenty (20) Working Days of Effective Date	Upon update to the test strategy	Buyer
Sch 6.2, Para 5	Test Plan	As appropriate and agreed by the Buyer	Twenty (20) prior Working Days of relevant test	Upon update to the test plan	Buyer
Sch 6.2, Para 7	Test Specification	As appropriate and agreed by the Buyer	Ten (10) prior Working Days of relevant test	Upon update to the test specification	Buyer
Sch 6.2, Para 8	Test Report	As appropriate and agreed by the Buyer	Two (2) Working Days prior to the date on which the test is planned to end for the Draft Test Report Five (5) days for the Final Test Report following the relevant test completion	Reissue with each retest	Buyer
Sch 7.1, Part C, Para 10	Volume Forecasting Report – Buyer usage categories, baseline volumes and historical actuals	As appropriate and agreed between the Parties within 40 Working Days of the Effective Date	Operational Service Commencement Date and following the end of each Contract Year thereafter	Each Contract Year (5 Working Days prior to the meeting and updated within 5 Working Days following the meeting)	Buyer and Auditor
Sch 7.1, Part E, Para 1.2	Template Invoice	As appropriate and agreed by the Buyer	Within ten (10) Working Days of the Effective Date	Upon Contract by the Buyer to vary the template	Buyer
Sch 7.1, Annex 4	Risk Register	Schedule 7.1 (Part C)	Effective Date	Upon Contract by the Buyer to vary the by the Risk Management Board	Buyer
Sch 7.3, Para 5	Benchmarking Plan	Sch 7.3	Upon receipt from Benchmarkers	Approval of Plan	Buyer and Auditor

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 7.3, Para 5	Benchmarking report	Sch 7.3	Upon receipt from Benchmarker	Any update	Buyer and Auditor
Sch 7.4 Para 2.3.2	Financial Indicator Reports	Sch 7.4, Para 2.5	As specified in Para 2.3(b) of Sch 7.4	As specified in Para 2.3(b) of Sch 7.4	Buyer
Sch 7.4 Para 4.3.2	Financial Distress Remediation Plan	As appropriate and agreed by the Buyer	As soon as reasonably practicable and in any event within ten (10) Working Days of initial notification or awareness of a Financial Distress Event	On a regular basis (not less than fortnightly)	Buyer
Sch 7.4, Para 8	Board Confirmation	As set out at Annex 4 of Sch 7.4	Within one hundred and twenty (120) days of the first Accounting Reference Date to occur	Within fifteen (15) months of the previous Board Confirmation provided or within one hundred and twenty (120) days after each Accounting Reference Date (whichever is the earlier)	Buyer
Sch 7.5, Part B, Para 1.1.1	Contract Inception Report	Sch 7.1, Annex 1	Effective Date	-	Buyer
Sch 7.5, Part B, Para 1.2	Contract Amendment Report	Sch 7.5, Part B, Para 1.2	Within one (1) month of a material change being agreed		Buyer
Sch 7.5, Part B, Para 1.2	Quarterly Contract Report	Sch 7.5, Part B, Para 1.2	Within one (1) month of the end of each Quarter		Buyer
Sch 7.5, Part B, Para 1.2	Annual Contract Report	Sch 7.5, Part B, Para 1.2	Within one (1) month of the end of the Contract Year to which that report relates		Buyer
Sch 7.5 Part B, Para 1.2	Financial Reconciliation Report	Sch 7.5, Part B, Para 1.2	Within six (6) months after the end of the Term		Buyer
Sch 7.5, Part B, Para 1.1.2	Embedded Lease Report	Sch 7.5, Part 2, Para 1.1.2	Within one (1) month of a lease being identified as having a	-	Buyer

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
			capital impact that needs to be quantified		
Sch 7.5, Part 5, Para 4.6	Reporting of issues relating to compliance risks	Sch 7.5, Part 5, Para 3.6	Within three (3) Working Days of such issue or risk being identified	-	Buyer
Sch 7.6, Part 5, Para 5.1	Reporting on breaches of Buyer Requirements and breaches of an operational or systemic impact	Sch 7.5, Part 5, Para 4.1	Following Buyer agreement on remedial action	-	Buyer
Sch 7.6, Part 5, Para 5.3	Reporting on regulatory breaches	As appropriate and agreed by the Buyer	Effective Date	Monthly	Buyer
Attachment 7.6, Part A, Para 3.1 & 3.2	Risk Data	As appropriate and agreed by the Buyer	Effective Date	Any variation and at least monthly	Buyer
Sch 8.1, Para 2	Representation and Structure of Committees	Attachment 8.1	Within seven (7) days of receipt of intention, or in the case of a non-Buyer board member agreement by the Buyer		Buyer
Sch 8.1, Para 3.4.5, 4.4.6	Minutes of governance meetings (all boards)	As appropriate and agreed by the Buyer	Within seven (7) days of receipt from chairperson		Buyer
Sch 8.2 Para 9.3	Impact Assessment Estimate	As appropriate and agreed by the Buyer	Within ten (10) Working Days of date of receiving change request		Buyer
Sch 8.2 Para 9.5	Impact Assessment	As appropriate and agreed by the Buyer	Within the period agreed by the Impact Assessment Estimate	Within ten (10) Working Days of request by the Buyer to update under Sch 8.1, Para 5.7	Buyer
Sch 8.2, Para 5.5	Update full copy of the Contract and copy of annotated version illustrating changes	PDF and MS Word (editable)	Signature of Variation Date	Any variation	Buyer

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 8.2, Para 9	Impact Assessment Estimate	Sch 8.2	Within ten (10) working days of Buyer issuing the Change Request		Buyer
Sch 8.3, Para 2.1	Dispute Notice	Sch 8.3, Para 23	No longer than twenty (20) Working Days from an unresolved dispute arising	Any variation	Buyer
Sch 8.4, Para 1.1	Reports and Records Provisions	Sch 8.4, Annex 1	Within three (3) months of the Effective Date	Frequency specified in Sch 8.4, Annex 1	Buyer
Sch 8.5, Para 2.1.1	Register of All Assets, Sub-contracts and Other Relevant Contracts	As appropriate and agreed by the Buyer	Within three (3) months of the Effective Date	Any variation	Buyer
Sch 8.5, Para 2.1.2	Configuration Database of Technical Infrastructure and Operating Procedures	As appropriate and agreed by the Buyer	Within three (3) months of the Effective Date	Any variation	Buyer
Sch 8.5, Para 3.1	Exit Information	As appropriate and agreed by the Buyer	On reasonable notice given by the Buyer at any point during the Term	Within ten (10) Working Days of Buyer's written request	Buyer and its potential Replacement Suppliers
Sch 8.5, Para 5.1	Exit Plan	Sch 8.5, Para 4.3	Within three (3) months of the Effective Date	In the first month of each Contract Year; and within fourteen (14) days if requested by the Buyer following a Financial Distress Event; and within twenty (20) days after service of Termination Notice or six (6) months prior to expiry of the Contract	Buyer

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 8.5, Para 6.8	Buyer Data (handback)	Sch 8.4, Para 3 and/or as appropriate and agreed by the Buyer	At the end of the Termination Assistance Period	-	Buyer
Sch 8.5, Annex 1, Para 1.1, Para 1.3 & Para 1.4	Termination Services supporting documentation and knowledge transfer material	As appropriate and agreed by the Buyer	As specified in the Termination Assistance Notice and in any event prior to the end of the Termination Assistance Period	As specified in the Termination Assistance Notice or otherwise requested by the Buyer	
Sch 8.6, Part A, Para 2	BIA Report	Sch 8.6, Part 1, Para 2.1	Within forty (40) days from the Effective Date	Annually on anniversary of Operational Service Commencement Date, and following a material Change	Buyer
Sch 8.6 - Service Continuity	Service Continuity Plan	Sch 8.6, Para 3.1	Within ten (10) days from the completion of the Business Impact Assessment and the Buyer's approval of the BIA Report and in any event at least six (6) weeks prior to the Operational Service Commencement Date	Sch 8.6, Para 7.1	Buyer
Sch 8.6, Part A, Para 4.8	Reporting on compliance with FCA guidance on operational resilience	As appropriate and agreed by the Buyer	Sch 8.6, Part 1, Para 4.8	Quarterly	Buyer
Sch 8.6, Part A, Para 6.3	Reporting on Disaster recovery activities	As appropriate and agreed by the Buyer	In event of a Disaster	Daily until returned to full Service resilience	Buyer
Sch 8.6, Part D, Para 8.2	Service Continuity Plan Review Report	Sch 8.6, Para 6.2	Within twenty (20) Working Days of the conclusion of each review of the Service Continuity Plan		

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 8.6, Part D, Para 9.5	Service Continuity Plan test report	Sch 8.6, Part D, Para 9.5	Within twenty (20) Working Days of the conclusion of each test	-	Buyer
Sch 8.6, Part B, Para 2.2	Corporate Resolution Planning Information	Sch 8.6, Para 2.2	Sch 8.6, Part 2, Para 2.2	Sch 8.6, Para 11.8	Buyer
Sch 9.1, Part E, Para 1.1	Supplier's Provisional Supplier Personnel List and, Staffing Information	As appropriate and agreed by the Buyer	Sch 9.1, Para 1.1 A-D	At such intervals as are reasonably requested by the Buyer	Buyer
Sch 9.1, Part E, Para 1.2	Supplier's Final Supplier Personnel List	As appropriate and agreed by the Buyer	At least twenty (20) Working Days prior to the Service Transfer Date	Upon any material change to the list of employees	Buyer and, at the discretion of the Buyer, the Replacement Supplier and/or any Replacement Sub-contractor
Sch 9.1, Part E, Para 1.6	Information relating to the manner in which the services are organised	As appropriate and agreed by the Buyer	Effective Date		Buyer
Sch 9.1, Part E, Para 1.7	Payroll and benefits information	As appropriate and agreed by the Buyer	Within five (5) Working Days following the Service Transfer Date	-	Buyer, any Replacement Supplier and/or Replacement Sub-contractor
Sch 9.1, Annex 1	List of Notified Sub-contractors	As appropriate and agreed by the Buyer	Effective Date	Upon any change	Buyer
Sch 9.2	Key Personnel	Attachment 9.2	Effective Date	As amended from time to time	Buyer

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 11, Annex Para 2.1	Reports on Data Subject Access Requests	As appropriate and agreed by the Buyer	As agreed with Buyer	As agreed with Buyer	Buyer and Supplier
N/A	<p>Technical and Organisational Measures (TOM) Descriptions</p> <p><i>This document is included in the Virtual Library as a living document, which the Supplier shall maintain and update throughout the Term. Any changes to this document shall be made by the Supplier free of charge, and shall not constitute a Change for the purposes of the Change Control Procedure, unless changes are requested by the Buyer. For the avoidance of doubt, the Buyer has not approved this document, and the inclusion of such document in the Virtual Library in no way waives any of the Supplier's obligations, or any of the Buyer's rights or remedies, under this Agreement.</i></p>	As appropriate and agreed by the Buyer	Effective Date	To be updated and maintained by the Supplier throughout the Term	Buyer, Supplier, Replacement Supplier and/or Replacement Sub-contractor

ATTACHMENT 9.1 – LIST OF NOTIFIED SUB-CONTRACTORS

None

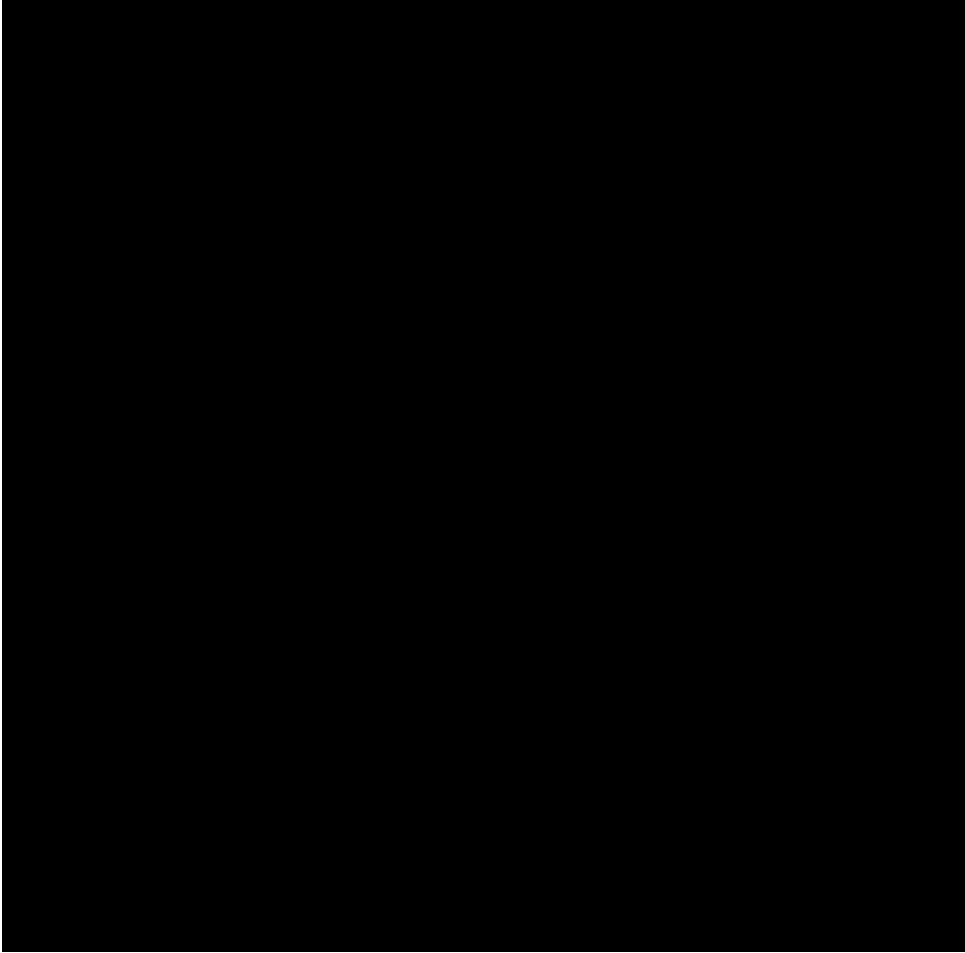
ATTACHMENT 9.2 – KEY PERSONNEL

Key Role	Name of Key Personnel	Responsibilities/Authorities	Phase of the project during which they will be a member of Key Personnel	Minimum period in Key Role
User Experience Lead	██████████	<i>Responsible for assuring the effectiveness and efficiency of Customer interactions, enabling Customers to achieve their goals with ease and simplicity.</i>	Implementation	15 Months
Compliance Lead	██████████	<i>Operational responsibility for ensuring the Supplier's activities and deliverables comply with requirements in respect of compliance, regulation and risk, including but not limited to the and for ensuring that relevant governance is applied and control measures are effective.</i>	Implementation	15 Months
Technology Lead	██████████	<i>Responsible for solution design and ensuring that key technology roles and capabilities</i>	Implementation	15 Months
Tier 1 Management Team (Client Partner)	██████████	<i>IBM Client Partner with overall accountability for the NS&I/IBM Relationship.</i> <i>Areas covered: Supplier Executive / Lead.</i>	Implementation and Run	56 Months
Tier 1 Management Team (Delivery Partner)	██████████	<i>IBM Delivery Partner with overall accountability for IBM Delivery.</i> <i>Areas Covered: Supplier Executive Lead and Commercial / Finance.</i>	Implementation and Run	56 Months
Supplier/Executive Lead	██████████	<i>Responsible for overall Customer account/relationship (senior role).</i>	Implementation and Run	56 Months
Delivery/On-boarding Lead	██████████	<i>Implementation lead/responsible officer – both at the start of the contract for app and mobile, but also future on-boarding of Third-Party Relevant Suppliers and roll out of significant changes.</i>	Implementation	15 Months
Commercial/Finance Lead	██████████	<i>Responsible for overall commercial and financial aspects between the Supplier and the Buyer.</i>	Implementation	15 Months

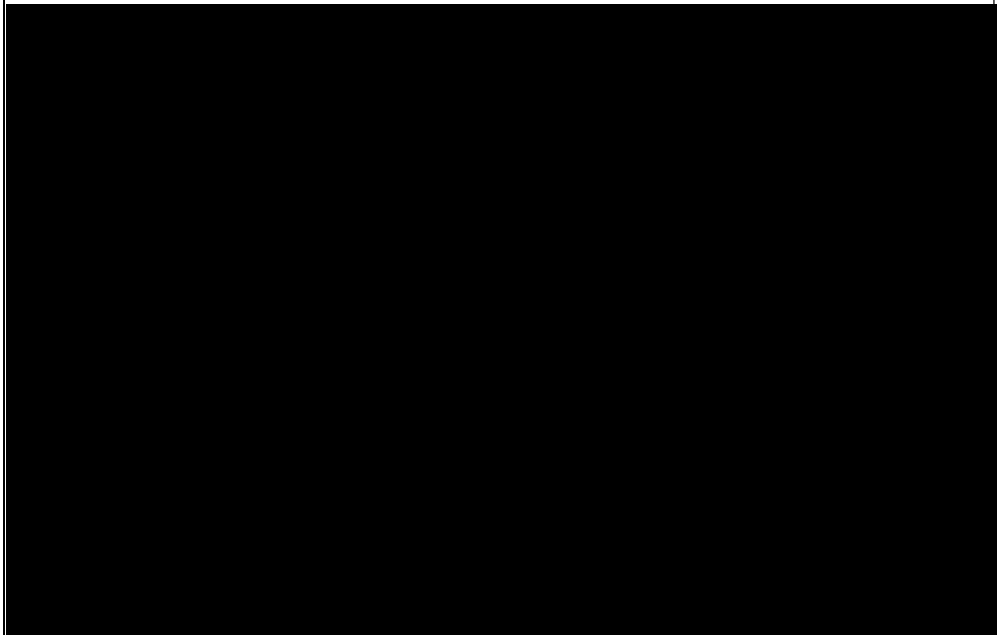
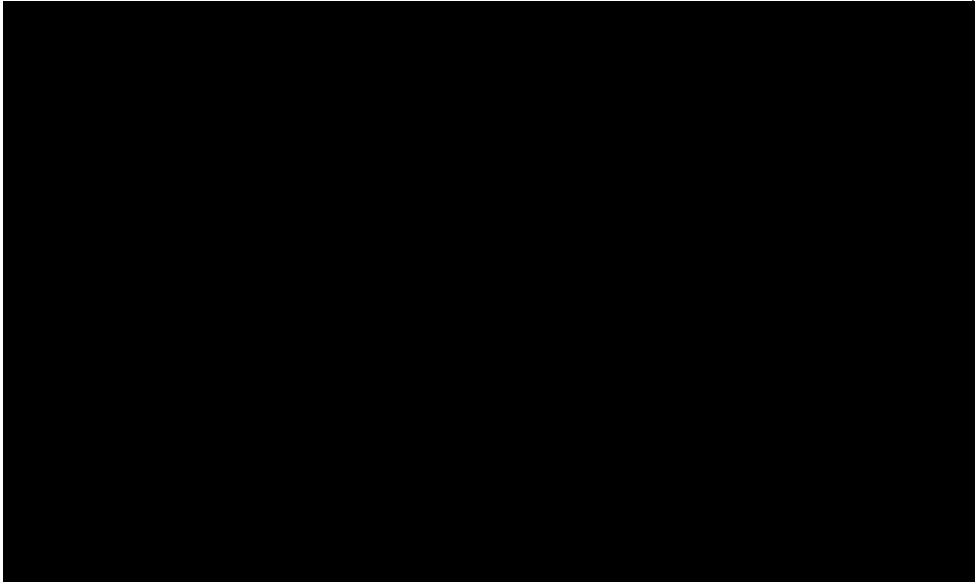
Key Role	Name of Key Personnel	Responsibilities/Authorities	Phase of the project during which they will be a member of Key Personnel	Minimum period in Key Role
Collaboration Management Lead	██████████	<i>Responsible for compliance with the obligations in the contract terms and in particular Schedule 12, acting as key contact around the collaboration role and engagement with all parties.</i>	Implementation	15 Months
SIAM Interface	██████████	<i>Responsible for managing Supplier interface with the Buyer's SIAM function.</i>	Implementation and Run	56 Months
Exit Manager	██████████	<i>With responsibility for the Suppliers exit planning and management of activity (in accordance with Schedule 8.5 – Exit Management).</i>	Implementation and Run	56 Months
Security Management Lead	██████████ ██████████	<i>With operational responsibility for ensuring the Supplier's activities and delivery of the Services meets the security obligations.</i>	Implementation and Run	56 Months

ATTACHMENT 11 – PROCESSING PERSONAL DATA

- 1 This Attachment 11 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.
- 1.1 The contact details of the Buyer's Data Protection Officer are: Danielle Morley.
- 1.2 The contact details of the Supplier's Data Protection Officer are: Wouter Schild.
- 1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Attachment 11.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Clause 25.2 to 25.2.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>Supplier is the Processor.</p> <p>IBM United Kingdom Limited P.O. Box 41, North Harbour, Portsmouth, Hampshire, PO6 3AU</p> 

The Parties acknowledge that the factual arrangement between them dictates the role of each Party in respect of the Data Protection Legislation. Notwithstanding the foregoing, the Parties recognise that the Information Commissioner's Office has determined that the below named organisation acts as an Independent Controller in respect of some activities, in addition to acting as a Sub-Processor, as further described below:



1.3 Customer Audit Trail

1.3.1 The Parties acknowledge that the Buyer is the Controller of any and all Personal Data contained in the [REDACTED] and that [REDACTED] is a Sub-processor acting on behalf, and in accordance with the instructions, of the Buyer (or of the Supplier on behalf of the Buyer). In particular, the Buyer shall determine how long such Personal Data shall be retained, and [REDACTED] will not have access to the [REDACTED] unless specifically instructed by (or by the Supplier on behalf of) the Buyer.

1.4 [REDACTED]

	<p>1.4.1 The Parties acknowledge that [REDACTED] is a Controller of the Personal Data contained in the [REDACTED] which is maintained for the sole purpose of [REDACTED] responding to Data Subject Requests where, and to the extent that, [REDACTED] acts as an Independent Controller. [REDACTED] shall only retain such Personal Data for a period of twelve (12) months, and such Personal Data is not further processed unless and to the extent that [REDACTED] receives a Data Subject Request in relation to Personal Data of which it act as a Controller. Access to the [REDACTED] is strictly limited to [REDACTED] internal privacy team for the sole purpose of responding to such Data Subject Requests.</p> <p>1.5 Where and to the extent that [REDACTED] acts as an Independent Controller, the Supplier shall enter into a written agreement with [REDACTED] which shall give effect to the terms set out in Clause 25 such that they apply to Independent Controllers, and the provisions set out in Paragraphs 1.1 to 1.6 of this Attachment 11 . Where and to the extent that [REDACTED] acts as a Sub-processor, Clause 25.2.12(c) shall apply.</p> <p>1.6 For the avoidance of doubt, [REDACTED] may not, and the Supplier shall ensure that [REDACTED] shall not, process any Buyer Data for any purpose outside of the purposes relevant to Services delivered by [REDACTED] as detailed in this Attachment 11. In particular and without limitation, [REDACTED] may not in any circumstances ingest or otherwise combine Buyer Data into its own databases in a way that could enable it to run searches or otherwise disclose such Personal Data to its other customers or other third parties. [REDACTED] use of the Buyer Data is strictly limited [REDACTED] as part of the Services, and the [REDACTED] only, as further described in Paragraphs 1.2.1 and 1.4.1 above.</p>
Duration of the processing	The processing will be for the duration of the Term of the Agreement.
Nature and purposes of the processing	Operations or sets of operations performance on Personal Data or sets of Personal Data, whether or not by automated means, including but not limited to collection, storage, and structuring, encrypting, adapting, retrieving and altering personal data for the purposes of processing client transactions, in relation to customer interactions through the Buyer's websites and mobile apps.
Type of Personal Data	May include, but not limited to, names, postal addresses, dates of birth, NI numbers, identification information (such as passport, driver's licence etc), sex, gender, marital status, telephone numbers, email addresses, nationality and citizenship, financial and banking details, security information including access credentials standard security questions and customer responses, identification documentation and information, health data including details of specific disabilities (for example, through service configurations for accessibility purposes), biometric data, criminal convictions, ethnicity, religion, location data, employment status and other information relation to profession or employment, content consumption and browsing history of Buyer sites, cookies, online identifiers and any information provided by Customers during telephone conversations/chat/other forms of communication.
Categories of Data Subject	Including but not limited to Buyer Customers (for the avoidance of doubt including proxies, trustees, powers of attorney and deputies), which may include children, other third parties (such as financial advisors, journalists, individuals making general enquiries, and individuals purchasing products on behalf of children) and staff (including employees, agents, and temporary workers), suppliers and users.

<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>Please refer to Schedule 8.5 (Exit Management). In any event, Personal Data should be deleted or returned to the Buyer in accordance with Clause 25.2.4(iv).</p>
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ANNEX 1: CONTROLLER TO PROCESSOR STANDARD CONTRACTUAL CLAUSES

INTERNATIONAL DATA TRANSFER AGREEMENT

VERSION A1.0, in force 21 March 2022

This IDTA has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

Part 1: Tables

Table 1: Parties and signatures

Start date		
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Full legal name: <input type="text"/> Trading name (if different): <input type="text"/> Main address (if a company registered address): <input type="text"/> Official registration number (if any) (company number or similar identifier): <input type="text"/>	Full legal name: <input type="text"/> Trading name (if different): <input type="text"/> Main address (if a company registered address): <input type="text"/> Official registration number (if any) (company number or similar identifier): <input type="text"/>
Key Contact	Full Name (optional): <input type="text"/> Job Title: <input type="text"/> Contact details including email: <input type="text"/>	Full Name (optional): <input type="text"/> Job Title: <input type="text"/> Contact details including email: <input type="text"/>
Importer Data Subject Contact		Job Title: <input type="text"/> Contact details including email: <input type="text"/>
Signatures confirming each Party agrees to be bound by this IDTA	Signed for and on behalf of the Exporter set out above Signed: <input type="text"/> Date of signature: <input type="text"/> Full name: <input type="text"/> Job title: <input type="text"/>	Signed for and on behalf of the Importer set out above Signed: <input type="text"/> Date of signature: <input type="text"/> Full name: <input type="text"/> Job title: <input type="text"/>

Table 2: Transfer Details

UK country's law that governs the IDTA:	<input type="checkbox"/> England and Wales <input type="checkbox"/> Northern Ireland <input type="checkbox"/> Scotland
Primary place for legal claims to be made by the Parties	<input type="checkbox"/> England and Wales <input type="checkbox"/> Northern Ireland <input type="checkbox"/> Scotland
The status of the Exporter	In relation to the Processing of the Transferred Data: <input type="checkbox"/> Exporter is a Controller <input type="checkbox"/> Exporter is a Processor or Sub-Processor
The status of the Importer	In relation to the Processing of the Transferred Data: <input type="checkbox"/> Importer is a Controller <input type="checkbox"/> Importer is the Exporter's Processor or Sub-Processor <input type="checkbox"/> Importer is not the Exporter's Processor or Sub-Processor (and the Importer has been instructed by a Third Party Controller)
Whether UK GDPR applies to the Importer	<input type="checkbox"/> UK GDPR applies to the Importer's Processing of the Transferred Data <input type="checkbox"/> UK GDPR does not apply to the Importer's Processing of the Transferred Data
Linked Agreement	<p>If the Importer is the Exporter's Processor or Sub-Processor – the agreement(s) between the Parties which sets out the Processor's or Sub-Processor's instructions for Processing the Transferred Data:</p> <p>Name of agreement: <input type="text"/></p> <p>Date of agreement: <input type="text"/></p> <p>Parties to the agreement: <input type="text"/></p> <p>Reference (if any): <input type="text"/></p> <p>Other agreements – any agreement(s) between the Parties which set out additional obligations in relation to the Transferred Data, such as a data sharing agreement or service agreement:</p> <p>Name of agreement: <input type="text"/></p> <p>Date of agreement: <input type="text"/></p> <p>Parties to the agreement: <input type="text"/></p> <p>Reference (if any): <input type="text"/></p>

	<p>If the Exporter is a Processor or Sub-Processor – the agreement(s) between the Exporter and the Party(s) which sets out the Exporter's instructions for Processing the Transferred Data:</p> <p>Name of agreement: <input type="text"/></p> <p>Date of agreement: <input type="text"/></p> <p>Parties to the agreement: <input type="text"/></p> <p>Reference (if any): <input type="text"/></p>
Term	<p>The Importer may Process the Transferred Data for the following time period:</p> <p><input type="checkbox"/> the period for which the Linked Agreement is in force</p> <p><input type="checkbox"/> time period:</p> <p><input type="checkbox"/> (only if the Importer is a Controller or not the Exporter's Processor or Sub-Processor) no longer than is necessary for the Purpose.</p>
Ending the IDTA before the end of the Term	<p><input type="checkbox"/> the Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA or the Parties agree in writing.</p> <p><input type="checkbox"/> the Parties can end the IDTA before the end of the Term by serving: <input type="text"/> months' written notice, as set out in Section 29 (<i>How to end this IDTA without there being a breach</i>).</p>
Ending the IDTA when the Approved IDTA changes	<p>Which Parties may end the IDTA as set out in Section 29.2:</p> <p><input type="checkbox"/> Importer</p> <p><input type="checkbox"/> Exporter</p> <p><input type="checkbox"/> neither Party</p>
Can the Importer make further transfers of the Transferred Data?	<p><input type="checkbox"/> The Importer MAY transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data).</p> <p><input type="checkbox"/> The Importer MAY NOT transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data).</p>
Specific restrictions when the Importer may transfer on the Transferred Data	<p>The Importer MAY ONLY forward the Transferred Data in accordance with Section 16.1:</p> <p><input type="checkbox"/> if the Exporter tells it in writing that it may do so.</p> <p><input type="checkbox"/> to: <input type="text"/></p> <p><input type="checkbox"/> to the authorised receivers (or the categories of authorised receivers) set out in:</p> <p><input type="checkbox"/> there are no specific restrictions.</p>

Review Dates	<input type="checkbox"/> No review is needed as this is a one-off transfer and the Importer does not retain any Transferred Data First review date: <input style="width: 50px;" type="text"/> The Parties must review the Security Requirements at least once: <input type="checkbox"/> each <input style="width: 40px;" type="text"/> month(s) <input type="checkbox"/> each quarter <input type="checkbox"/> each 6 months <input type="checkbox"/> each year <input type="checkbox"/> each <input style="width: 40px;" type="text"/> year(s) <input type="checkbox"/> each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment
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Table 3: Transferred Data

Transferred Data	The personal data to be sent to the Importer under this IDTA consists of: <input type="checkbox"/> The categories of Transferred Data will update automatically if the information is updated in the Linked Agreement referred to. <input type="checkbox"/> The categories of Transferred Data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.
Special Categories of Personal Data and criminal convictions and offences	The Transferred Data includes data relating to: <input type="checkbox"/> racial or ethnic origin <input type="checkbox"/> political opinions <input type="checkbox"/> religious or philosophical beliefs <input type="checkbox"/> trade union membership <input type="checkbox"/> genetic data <input type="checkbox"/> biometric data for the purpose of uniquely identifying a natural person <input type="checkbox"/> physical or mental health <input type="checkbox"/> sex life or sexual orientation <input type="checkbox"/> criminal convictions and offences <input type="checkbox"/> none of the above <input type="checkbox"/> set out in: And:

	<input type="checkbox"/> The categories of special category and criminal records data will update automatically if the information is updated in the Linked Agreement referred to. <input type="checkbox"/> The categories of special category and criminal records data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.
Relevant Data Subjects	<p>The Data Subjects of the Transferred Data are:</p> <input type="checkbox"/> The categories of Data Subjects will update automatically if the information is updated in the Linked Agreement referred to. <input type="checkbox"/> The categories of Data Subjects will not update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.
Purpose	<input type="checkbox"/> The Importer may Process the Transferred Data for the following purposes: <input type="checkbox"/> The Importer may Process the Transferred Data for the purposes set out in: In both cases, any other purposes which are compatible with the purposes set out above. <input type="checkbox"/> The purposes will update automatically if the information is updated in the Linked Agreement referred to. <input type="checkbox"/> The purposes will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.

Table 4: Security Requirements

Security of Transmission	
Security of Storage	
Security of Processing	
Organisational security measures	
Technical security minimum requirements	

Updates to the Security Requirements	<input type="checkbox"/> The Security Requirements will update automatically if the information is updated in the Linked Agreement referred to. <input type="checkbox"/> The Security Requirements will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.
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Part 2: Extra Protection Clauses

Extra Protection Clauses:	
(i) Extra technical security protections	
(ii) Extra organisational protections	
(iii) Extra contractual protections	

Part 3: Commercial Clauses

Commercial Clauses	
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Part 4: Mandatory Clauses

Information that helps you to understand this IDTA

1 This IDTA and Linked Agreements

- 1.1 Each Party agrees to be bound by the terms and conditions set out in the IDTA, in exchange for the other Party also agreeing to be bound by the IDTA.
- 1.2 This IDTA is made up of:
 - 1.2.1 Part one: Tables;
 - 1.2.2 Part two: Extra Protection Clauses;
 - 1.2.3 Part three: Commercial Clauses; and
 - 1.2.4 Part four: Mandatory Clauses.
- 1.3 The IDTA starts on the Start Date and ends as set out in Sections 29 or 30.

1.4 If the Importer is a Processor or Sub-Processor instructed by the Exporter: the Exporter must ensure that, on or before the Start Date and during the Term, there is a Linked Agreement which is enforceable between the Parties and which complies with Article 28 UK GDPR (and which they will ensure continues to comply with Article 28 UK GDPR).

1.5 References to the Linked Agreement or to the Commercial Clauses are to that Linked Agreement or to those Commercial Clauses only in so far as they are consistent with the Mandatory Clauses.

2 Legal Meaning of Words

2.1 If a word starts with a capital letter it has the specific meaning set out in the Legal Glossary in Section 36.

2.2 To make it easier to read and understand, this IDTA contains headings and guidance notes. Those are not part of the binding contract which forms the IDTA.

3 You have provided all the information required

3.1 The Parties must ensure that the information contained in Part one: Tables is correct and complete at the Start Date and during the Term.

3.2 In Table 2: Transfer Details, if the selection that the Parties are Controllers, Processors or Sub-Processors is wrong (either as a matter of fact or as a result of applying the UK Data Protection Laws) then:

3.2.1 the terms and conditions of the Approved IDTA which apply to the correct option which was not selected will apply; and

3.2.2 the Parties and any Relevant Data Subjects are entitled to enforce the terms and conditions of the Approved IDTA which apply to that correct option.

3.3 In Table 2: Transfer Details, if the selection that the UK GDPR applies is wrong (either as a matter of fact or as a result of applying the UK Data Protection Laws), then the terms and conditions of the IDTA will still apply to the greatest extent possible.

4 How to sign the IDTA

4.1 The Parties may choose to each sign (or execute):

4.1.1 the same copy of this IDTA;

4.1.2 two (2) copies of the IDTA. In that case, each identical copy is still an original of this IDTA, and together all those copies form one agreement;

4.1.3 a separate, identical copy of the IDTA. In that case, each identical copy is still an original of this IDTA, and together all those copies form one agreement,

unless signing (or executing) in this way would mean that the IDTA would not be binding on the Parties under Local Laws.

5 Changing this IDTA

5.1 Each Party must not change the Mandatory Clauses as set out in the Approved IDTA, except only:

5.1.1 to ensure correct cross-referencing: cross-references to Part one: Tables (or any Table), Part two: Extra Protections, and/or Part three: Commercial Clauses can be changed where the Parties have set out the information in a different format, so that the cross-reference is to the correct location of the same information, or where clauses have been removed as they do not apply, as set out below;

- 5.1.2 to remove those Sections which are expressly stated not to apply to the selections made by the Parties in Table 2: Transfer Details, that the Parties are Controllers, Processors or Sub-Processors and/or that the Importer is subject to, or not subject to, the UK GDPR. The Exporter and Importer understand and acknowledge that any removed Sections may still apply and form a part of this IDTA if they have been removed incorrectly, including because the wrong selection is made in Table 2: Transfer Details;
- 5.1.3 so the IDTA operates as a multi-party agreement if there are more than two (2) Parties to the IDTA. This may include nominating a lead Party or lead Parties which can make decisions on behalf of some or all of the other Parties which relate to this IDTA (including reviewing Table 4: Security Requirements and Part two: Extra Protection Clauses, and making updates to Part one: Tables (or any Table), Part two: Extra Protection Clauses, and/or Part three: Commercial Clauses); and/or
- 5.1.4 to update the IDTA to set out in writing any changes made to the Approved IDTA under Section 5.4, if the Parties want to. The changes will apply automatically without updating them as described in Section 5.4,

provided that the changes do not reduce the Appropriate Safeguards.

- 5.2 If the Parties wish to change the format of the information included in Part one: Tables, Part two: Extra Protection Clauses or Part three: Commercial Clauses of the Approved IDTA, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.
- 5.3 If the Parties wish to change the information included in Part one: Tables, Part two: Extra Protection Clauses or Part three: Commercial Clauses of this IDTA (or the equivalent information), they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.
- 5.4 From time to time, the ICO may publish a revised Approved IDTA which:
 - 5.4.1 makes reasonable and proportionate changes to the Approved IDTA, including correcting errors in the Approved IDTA; and/or
 - 5.4.2 reflects changes to UK Data Protection Laws.
- 5.5 The revised Approved IDTA will specify the start date from which the changes to the Approved IDTA are effective and whether an additional Review Date is required as a result of the changes. This IDTA is automatically amended as set out in the revised Approved IDTA from the start date specified.

6 Understanding this IDTA

- 6.1 This IDTA must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.
- 6.2 If there is any inconsistency or conflict between UK Data Protection Laws and this IDTA, the UK Data Protection Laws apply.
- 6.3 If the meaning of the IDTA is unclear or there is more than one meaning, the meaning which most closely aligns with the UK Data Protection Laws applies.
- 6.4 Nothing in the IDTA (including the Commercial Clauses or the Linked Agreement) limits or excludes either Party's liability to Relevant Data Subjects or to the ICO under this IDTA or under UK Data Protection Laws.
- 6.5 If any wording in Parts one, two or three contradicts the Mandatory Clauses, and/or seeks to limit or exclude any liability to Relevant Data Subjects or to the ICO, then that wording will not apply.

- 6.6 The Parties may include provisions in the Linked Agreement which provide the Parties with enhanced rights otherwise covered by this IDTA. These enhanced rights may be subject to commercial terms, including payment, under the Linked Agreement, but this will not affect the rights granted under this IDTA.
- 6.7 If there is any inconsistency or conflict between this IDTA and a Linked Agreement or any other agreement, this IDTA overrides that Linked Agreement or any other agreements, even if those agreements have been negotiated by the Parties. The exceptions to this are where (and in so far as):
- 6.7.1 the inconsistent or conflicting terms of the Linked Agreement or other agreement provide greater protection for the Relevant Data Subject's rights, in which case those terms will override the IDTA; and
 - 6.7.2 a Party acts as Processor and the inconsistent or conflicting terms of the Linked Agreement are obligations on that Party expressly required by Article 28 UK GDPR, in which case those terms will override the inconsistent or conflicting terms of the IDTA in relation to Processing by that Party as Processor.
- 6.8 The words "include", "includes", "including", "in particular" are used to set out examples and not to set out a finite list.
- 6.9 References to:
- 6.9.1 singular or plural words or people, also includes the plural or singular of those words or people;
 - 6.9.2 legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this IDTA has been signed; and
 - 6.9.3 any obligation not to do something, includes an obligation not to allow or cause that thing to be done by anyone else.

7 Which laws apply to this IDTA

- 7.1 This IDTA is governed by the laws of the UK country set out in Table 2: Transfer Details. If no selection has been made, it is the laws of England and Wales. This does not apply to Section 35 which is always governed by the laws of England and Wales.

How this IDTA provides Appropriate Safeguards

8 The Appropriate Safeguards

- 8.1 The purpose of this IDTA is to ensure that the Transferred Data has Appropriate Safeguards when Processed by the Importer during the Term. This standard is met when and for so long as:
- 8.1.1 both Parties comply with the IDTA, including the Security Requirements and any Extra Protection Clauses; and
 - 8.1.2 the Security Requirements and any Extra Protection Clauses provide a level of security which is appropriate to the risk of a Personal Data Breach occurring and the impact on Relevant Data Subjects of such a Personal Data Breach, including considering any Special Category Data within the Transferred Data.
- 8.2 The Exporter must:
- 8.2.1 ensure and demonstrate that this IDTA (including any Security Requirements and Extra Protection Clauses) provides Appropriate Safeguards; and

8.2.2 (if the Importer reasonably requests) provide it with a copy of any TRA.

8.3 The Importer must:

8.3.1 before receiving any Transferred Data, provide the Exporter with all relevant information regarding Local Laws and practices and the protections and risks which apply to the Transferred Data when it is Processed by the Importer, including any information which may reasonably be required for the Exporter to carry out any TRA (the “**Importer Information**”);

8.3.2 co-operate with the Exporter to ensure compliance with the Exporter’s obligations under the UK Data Protection Laws;

8.3.3 review whether any Importer Information has changed, and whether any Local Laws contradict its obligations in this IDTA and take reasonable steps to verify this, on a regular basis. These reviews must be at least as frequent as the Review Dates; and

8.3.4 inform the Exporter as soon as it becomes aware of any Importer Information changing, and/or any Local Laws which may prevent or limit the Importer complying with its obligations in this IDTA. This information then forms part of the Importer Information.

8.4 The Importer must ensure that at the Start Date and during the Term:

8.4.1 the Importer Information is accurate;

8.4.2 it has taken reasonable steps to verify whether there are any Local Laws which contradict its obligations in this IDTA or any additional information regarding Local Laws which may be relevant to this IDTA.

8.5 Each Party must ensure that the Security Requirements and Extra Protection Clauses provide a level of security which is appropriate to the risk of a Personal Data Breach occurring and the impact on Relevant Data Subjects of such a Personal Data Breach.

9 Reviews to ensure the Appropriate Safeguards continue

9.1 Each Party must:

9.1.1 review this IDTA (including the Security Requirements and Extra Protection Clauses and the Importer Information) at regular intervals, to ensure that the IDTA remains accurate and up to date and continues to provide the Appropriate Safeguards. Each Party will carry out these reviews as frequently as the relevant Review Dates or sooner; and

9.1.2 inform the other party in writing as soon as it becomes aware if any information contained in either this IDTA, any TRA or Importer Information is no longer accurate and up to date.

9.2 If, at any time, the IDTA no longer provides Appropriate Safeguards the Parties must Without Undue Delay:

9.2.1 pause transfers and Processing of Transferred Data whilst a change to the Tables is agreed. The Importer may retain a copy of the Transferred Data during this pause, in which case the Importer must carry out any Processing required to maintain, so far as possible, the measures it was taking to achieve the Appropriate Safeguards prior to the time the IDTA no longer provided Appropriate Safeguards, but no other Processing;

9.2.2 agree a change to Part one: Tables or Part two: Extra Protection Clauses which will maintain the Appropriate Safeguards (in accordance with Section 5); and

- 9.2.3 where a change to Part one: Tables or Part two: Extra Protection Clauses which maintains the Appropriate Safeguards cannot be agreed, the Exporter must end this IDTA by written notice on the Importer.

10 The ICO

- 10.1 Each Party agrees to comply with any reasonable requests made by the ICO in relation to this IDTA or its Processing of the Transferred Data.
- 10.2 The Exporter will provide a copy of any TRA, the Importer Information and this IDTA to the ICO, if the ICO requests.
- 10.3 The Importer will provide a copy of any Importer Information and this IDTA to the ICO, if the ICO requests.

The Exporter

11 Exporter's obligations

- 11.1 The Exporter agrees that UK Data Protection Laws apply to its Processing of the Transferred Data, including transferring it to the Importer.
- 11.2 The Exporter must:
- 11.2.1 comply with the UK Data Protection Laws in transferring the Transferred Data to the Importer;
 - 11.2.2 comply with the Linked Agreement as it relates to its transferring the Transferred Data to the Importer; and
 - 11.2.3 carry out reasonable checks on the Importer's ability to comply with this IDTA, and take appropriate action including under Section 9.2, Section 29 or Section 30, if at any time it no longer considers that the Importer is able to comply with this IDTA or to provide Appropriate Safeguards.
- 11.3 The Exporter must comply with all its obligations in the IDTA, including any in the Security Requirements, and any Extra Protection Clauses and any Commercial Clauses.
- 11.4 The Exporter must co-operate with reasonable requests of the Importer to pass on notices or other information to and from Relevant Data Subjects or any Third Party Controller where it is not reasonably practical for the Importer to do so. The Exporter may pass these on via a third party if it is reasonable to do so.
- 11.5 The Exporter must co-operate with and provide reasonable assistance to the Importer, so that the Importer is able to comply with its obligations to the Relevant Data Subjects under Local Law and this IDTA.

The Importer

12 General Importer obligations

- 12.1 The Importer must:
- 12.1.1 only Process the Transferred Data for the Purpose;
 - 12.1.2 comply with all its obligations in the IDTA, including in the Security Requirements, any Extra Protection Clauses and any Commercial Clauses;

- 12.1.3 comply with all its obligations in the Linked Agreement which relate to its Processing of the Transferred Data;
 - 12.1.4 keep a written record of its Processing of the Transferred Data, which demonstrate its compliance with this IDTA, and provide this written record if asked to do so by the Exporter;
 - 12.1.5 if the Linked Agreement includes rights for the Exporter to obtain information or carry out an audit, provide the Exporter with the same rights in relation to this IDTA; and
 - 12.1.6 if the ICO requests, provide the ICO with the information it would be required on request to provide to the Exporter under this Section 12.1 (including the written record of its Processing, and the results of audits and inspections).
- 12.2 The Importer must co-operate with and provide reasonable assistance to the Exporter and any Third Party Controller, so that the Exporter and any Third Party Controller are able to comply with their obligations under UK Data Protection Laws and this IDTA.

13 Importer's obligations if it is subject to the UK Data Protection Laws

- 13.1 If the Importer's Processing of the Transferred Data is subject to UK Data Protection Laws, it agrees that:
- 13.1.1 UK Data Protection Laws apply to its Processing of the Transferred Data, and the ICO has jurisdiction over it in that respect; and
 - 13.1.2 it has and will comply with the UK Data Protection Laws in relation to the Processing of the Transferred Data.
- 13.2 If Section 13.1 applies and the Importer complies with Section 13.1, it does not need to comply with:
- 13.2.1 Section 14 (*Importer's obligations to comply with key data protection principles*);
 - 13.2.2 Section 15 (*What happens if there is an Importer Personal Data Breach*);
 - 13.2.3 Section 20 (*How Relevant Data Subjects can exercise their data subject rights*); and
 - 13.2.4 Section 21 (*How Relevant Data Subjects can exercise their data subject rights – if the Importer is the Exporter's Processor or Sub-Processor*).

14 Importer's obligations to comply with key data protection principles

- 14.1 The Importer does not need to comply with this Section 14 if it is the Exporter's Processor or Sub-Processor.
- 14.2 The Importer must:
- 14.2.1 ensure that the Transferred Data it Processes is adequate, relevant and limited to what is necessary for the Purpose;
 - 14.2.2 ensure that the Transferred Data it Processes is accurate and (where necessary) kept up to date, and (where appropriate considering the Purposes) correct or delete any inaccurate Transferred Data it becomes aware of Without Undue Delay; and
 - 14.2.3 ensure that it Processes the Transferred Data for no longer than is reasonably necessary for the Purpose.

15 What happens if there is an Importer Personal Data Breach

- 15.1 If there is an Importer Personal Data Breach, the Importer must:

- 15.1.1 take reasonable steps to fix it, including to minimise the harmful effects on Relevant Data Subjects, stop it from continuing, and prevent it happening again. If the Importer is the Exporter's Processor or Sub-Processor: these steps must comply with the Exporter's instructions and the Linked Agreement and be in co-operation with the Exporter and any Third Party Controller; and
 - 15.1.2 ensure that the Security Requirements continue to provide (or are changed in accordance with this IDTA so they do provide) a level of security which is appropriate to the risk of a Personal Data Breach occurring and the impact on Relevant Data Subjects of such a Personal Data Breach.
- 15.2 If the Importer is a Processor or Sub-Processor: if there is an Importer Personal Data Breach, the Importer must:
- 15.2.1 notify the Exporter Without Undue Delay after becoming aware of the breach, providing the following information:
 - 15.2.2 a description of the nature of the Importer Personal Data Breach;
 - 15.2.3 (if and when possible) the categories and approximate number of Data Subjects and Transferred Data records concerned;
 - 15.2.4 likely consequences of the Importer Personal Data Breach;
 - 15.2.5 steps taken (or proposed to be taken) to fix the Importer Personal Data Breach (including to minimise the harmful effects on Relevant Data Subjects, stop it from continuing, and prevent it happening again) and to ensure that Appropriate Safeguards are in place;
 - 15.2.6 contact point for more information; and
 - 15.2.7 any other information reasonably requested by the Exporter,
- if it is not possible for the Importer to provide all the above information at the same time, it may do so in phases, Without Undue Delay; and
- 15.2.8 assist the Exporter (and any Third Party Controller) so the Exporter (or any Third Party Controller) can inform Relevant Data Subjects or the ICO or any other relevant regulator or authority about the Importer Personal Data Breach Without Undue Delay.
- 15.3 If the Importer is a Controller: if the Importer Personal Data Breach is likely to result in a risk to the rights or freedoms of any Relevant Data Subject the Importer must notify the Exporter Without Undue Delay after becoming aware of the breach, providing the following information:
- 15.3.1 a description of the nature of the Importer Personal Data Breach;
 - 15.3.2 (if and when possible) the categories and approximate number of Data Subjects and Transferred Data records concerned;
 - 15.3.3 likely consequences of the Importer Personal Data Breach;
 - 15.3.4 steps taken (or proposed to be taken) to fix the Importer Personal Data Breach (including to minimise the harmful effects on Relevant Data Subjects, stop it from continuing, and prevent it happening again) and to ensure that Appropriate Safeguards are in place;
 - 15.3.5 contact point for more information; and
 - 15.3.6 any other information reasonably requested by the Exporter.

If it is not possible for the Importer to provide all the above information at the same time, it may do so in phases, Without Undue Delay.

- 15.4 If the Importer is a Controller: if the Importer Personal Data Breach is likely to result in a high risk to the rights or freedoms of any Relevant Data Subject, the Importer must inform those Relevant Data Subjects Without Undue Delay, except in so far as it requires disproportionate effort, and provided the Importer ensures that there is a public communication or similar measures whereby Relevant Data Subjects are informed in an equally effective manner.
- 15.5 The Importer must keep a written record of all relevant facts relating to the Importer Personal Data Breach, which it will provide to the Exporter and the ICO on request.
- 15.6 This record must include the steps it takes to fix the Importer Personal Data Breach (including to minimise the harmful effects on Relevant Data Subjects, stop it from continuing, and prevent it happening again) and to ensure that Security Requirements continue to provide a level of security which is appropriate to the risk of a Personal Data Breach occurring and the impact on Relevant Data Subjects of such a Personal Data Breach.

16 Transferring on the Transferred Data

- 16.1 The Importer may only transfer on the Transferred Data to a third party if it is permitted to do so in Table 2: Transfer Details Table, the transfer is for the Purpose, the transfer does not breach the Linked Agreement, and one or more of the following apply:
 - 16.1.1 the third party has entered into a written contract with the Importer containing the same level of protection for Data Subjects as contained in this IDTA (based on the role of the recipient as controller or processor), and the Importer has conducted a risk assessment to ensure that the Appropriate Safeguards will be protected by that contract; or
 - 16.1.2 the third party has been added to this IDTA as a Party; or
 - 16.1.3 if the Importer was in the UK, transferring on the Transferred Data would comply with Article 46 UK GDPR; or
 - 16.1.4 if the Importer was in the UK transferring on the Transferred Data would comply with one of the exceptions in Article 49 UK GDPR; or
 - 16.1.5 the transfer is to the UK or an Adequate Country.
- 16.2 The Importer does not need to comply with Section 16.1 if it is transferring on Transferred Data and/or allowing access to the Transferred Data in accordance with Section 23 (*Access Requests and Direct Access*).

17 Importer's responsibility if it authorises others to perform its obligations

- 17.1 The Importer may Sub-contract its obligations in this IDTA to a Processor or Sub-Processor (provided it complies with Section 16).
- 17.2 If the Importer is the Exporter's Processor or Sub-Processor: it must also comply with the Linked Agreement or be with the written consent of the Exporter.
- 17.3 The Importer must ensure that any person or third party acting under its authority, including a Processor or Sub-Processor, must only Process the Transferred Data on its instructions.
- 17.4 The Importer remains fully liable to the Exporter, the ICO and Relevant Data Subjects for its obligations under this IDTA where it has sub-contracted any obligations to its Processors and Sub-Processors, or authorised an employee or other person to perform them (and references to the Importer in this context will include references to its Processors, Sub-Processors or authorised persons).

What rights do individuals have?

18 The right to a copy of the IDTA

- 18.1 If a Party receives a request from a Relevant Data Subject for a copy of this IDTA:
- 18.1.1 it will provide the IDTA to the Relevant Data Subject and inform the other Party, as soon as reasonably possible;
 - 18.1.2 it does not need to provide copies of the Linked Agreement, but it must provide all the information from those Linked Agreements referenced in the Tables; and
 - 18.1.3 it may redact information in the Tables or the information provided from the Linked Agreement if it is reasonably necessary to protect business secrets or confidential information, so long as it provides the Relevant Data Subject with a summary of those redactions so that the Relevant Data Subject can understand the content of the Tables or the information provided from the Linked Agreement.

19 The right to Information about the Importer and its Processing

- 19.1 The Importer does not need to comply with this Section 19 if it is the Exporter's Processor or Sub-Processor.
- 19.2 The Importer must ensure that each Relevant Data Subject is provided with details of:
- 19.2.1 the Importer (including contact details and the Importer Data Subject Contact);
 - 19.2.2 the Purposes; and
 - 19.2.3 any recipients (or categories of recipients) of the Transferred Data.

The Importer can demonstrate it has complied with this Section 19.2 if the information is given (or has already been given) to the Relevant Data Subjects by the Exporter or another party.

The Importer does not need to comply with this Section 19.2 in so far as to do so would be impossible or involve a disproportionate effort, in which case, the Importer must make the information publicly available.

- 19.3 The Importer must keep the details of the Importer Data Subject Contact up to date and publicly available. This includes notifying the Exporter in writing of any such changes.
- 19.4 The Importer must make sure those contact details are always easy to access for all Relevant Data Subjects and be able to easily communicate with Data Subjects in the English language Without Undue Delay.

20 How Relevant Data Subjects can exercise their data subject rights

- 20.1 The Importer does not need to comply with this Section 20 if it is the Exporter's Processor or Sub-Processor.
- 20.2 If an individual requests, the Importer must confirm whether it is Processing their Personal Data as part of the Transferred Data.
- 20.3 The following Sections of this Section 20, relate to a Relevant Data Subject's Personal Data which forms part of the Transferred Data the Importer is Processing.
- 20.4 If the Relevant Data Subject requests, the Importer must provide them with a copy of their Transferred Data:

- 20.4.1 Without Undue Delay (and in any event within one (1) month);
 - 20.4.2 at no greater cost to the Relevant Data Subject than it would be able to charge if it were subject to the UK Data Protection Laws;
 - 20.4.3 in clear and plain English that is easy to understand; and
 - 20.4.4 in an easily accessible form,
- together with:
- 20.4.5 (if needed) a clear and plain English explanation of the Transferred Data so that it is understandable to the Relevant Data Subject; and
 - 20.4.6 information that the Relevant Data Subject has the right to bring a claim for compensation under this IDTA.

20.5 If a Relevant Data Subject requests, the Importer must:

- 20.5.1 rectify inaccurate or incomplete Transferred Data;
- 20.5.2 erase Transferred Data if it is being Processed in breach of this IDTA;
- 20.5.3 cease using it for direct marketing purposes; and
- 20.5.4 comply with any other reasonable request of the Relevant Data Subject, which the Importer would be required to comply with if it were subject to the UK Data Protection Laws.

20.6 The Importer must not use the Transferred Data to make decisions about the Relevant Data Subject based solely on automated processing, including profiling (the “Decision-Making”), which produce legal effects concerning the Relevant Data Subject or similarly significantly affects them, except if it is permitted by Local Law and:

- 20.6.1 the Relevant Data Subject has given their explicit consent to such Decision-Making; or
- 20.6.2 Local Law has safeguards which provide sufficiently similar protection for the Relevant Data Subjects in relation to such Decision-Making, as to the relevant protection the Relevant Data Subject would have if such Decision-Making was in the UK; or
- 20.6.3 the Extra Protection Clauses provide safeguards for the Decision-Making which provide sufficiently similar protection for the Relevant Data Subjects in relation to such Decision-Making, as to the relevant protection the Relevant Data Subject would have if such Decision-Making was in the UK.

21 How Relevant Data Subjects can exercise their data subject rights – if the Importer is the Exporter’s Processor or Sub-Processor

- 21.1 Where the Importer is the Exporter’s Processor or Sub-Processor: If the Importer receives a request directly from an individual which relates to the Transferred Data it must pass that request on to the Exporter Without Undue Delay. The Importer must only respond to that individual as authorised by the Exporter or any Third Party Controller.

22 Rights of Relevant Data Subjects are subject to the exemptions in the UK Data Protection Laws

- 22.1 The Importer is not required to respond to requests or provide information or notifications under Sections 18, 19, 20, 21 and 23 if:
 - 22.1.1 it is unable to reasonably verify the identity of an individual making the request; or

- 22.1.2 the requests are manifestly unfounded or excessive, including where requests are repetitive. In that case the Importer may refuse the request or may charge the Relevant Data Subject a reasonable fee; or
 - 22.1.3 a relevant exemption would be available under UK Data Protection Laws, were the Importer subject to the UK Data Protection Laws.
- 22.2 If the Importer refuses an individual's request or charges a fee under Section 22.1.2 it will set out in writing the reasons for its refusal or charge, and inform the Relevant Data Subject that they are entitled to bring a claim for compensation under this IDTA in the case of any breach of this IDTA.

How to give third parties access to Transferred Data under Local Laws

23 Access requests and direct access

- 23.1 In this Section 233 an **"Access Request"** is a legally binding request (except for requests only binding by contract law) to access any Transferred Data and **"Direct Access"** means direct access to any Transferred Data by public authorities of which the Importer is aware.
- 23.2 The Importer may disclose any requested Transferred Data in so far as it receives an Access Request, unless in the circumstances it is reasonable for it to challenge that Access Request on the basis there are significant grounds to believe that it is unlawful.
- 23.3 In so far as Local Laws allow and it is reasonable to do so, the Importer will Without Undue Delay provide the following with relevant information about any Access Request or Direct Access: the Exporter; any Third Party Controller; and where the Importer is a Controller, any Relevant Data Subjects.
- 23.4 In so far as Local Laws allow, the Importer must:
- 23.4.1 make and keep a written record of Access Requests and Direct Access, including (if known): the dates, the identity of the requestor/accessor, the purpose of the Access Request or Direct Access, the type of data requested or accessed, whether it was challenged or appealed, and the outcome; and the Transferred Data which was provided or accessed; and
 - 23.4.2 provide a copy of this written record to the Exporter on each Review Date and any time the Exporter or the ICO reasonably requests.

24 Giving notice

- 24.1 If a Party is required to notify any other Party in this IDTA it will be marked for the attention of the relevant Key Contact and sent by e-mail to the e-mail address given for the Key Contact.
- 24.2 If the notice is sent in accordance with Section 24.1, it will be deemed to have been delivered at the time the e-mail was sent, or if that time is outside of the receiving Party's normal business hours, the receiving Party's next normal business day, and provided no notice of non-delivery or bounceback is received.
- 24.3 The Parties agree that any Party can update their Key Contact details by giving fourteen (14) days' (or more) notice in writing to the other Party.

25 General clauses

- 25.1 In relation to the transfer of the Transferred Data to the Importer and the Importer's Processing of the Transferred Data, this IDTA and any Linked Agreement:
- 25.1.1 contain all the terms and conditions agreed by the Parties; and

- 25.1.2 override all previous contacts and arrangements, whether oral or in writing.
- 25.2 If one Party made any oral or written statements to the other before entering into this IDTA (which are not written in this IDTA) the other Party confirms that it has not relied on those statements and that it will not have a legal remedy if those statements are untrue or incorrect, unless the statement was made fraudulently.
- 25.3 Neither Party may novate, assign or obtain a legal charge over this IDTA (in whole or in part) without the written consent of the other Party, which may be set out in the Linked Agreement.
- 25.4 Except as set out in Section 17.1, neither Party may sub contract its obligations under this IDTA without the written consent of the other Party, which may be set out in the Linked Agreement.
- 25.5 This IDTA does not make the Parties a partnership, nor appoint one Party to act as the agent of the other Party.
- 25.6 If any Section (or part of a Section) of this IDTA is or becomes illegal, invalid or unenforceable, that will not affect the legality, validity and enforceability of any other Section (or the rest of that Section) of this IDTA.
- 25.7 If a Party does not enforce, or delays enforcing, its rights or remedies under or in relation to this IDTA, this will not be a waiver of those rights or remedies. In addition, it will not restrict that Party's ability to enforce those or any other right or remedy in future.
- 25.8 If a Party chooses to waive enforcing a right or remedy under or in relation to this IDTA, then this waiver will only be effective if it is made in writing. Where a Party provides such a written waiver:
- 25.8.1 it only applies in so far as it explicitly waives specific rights or remedies;
- 25.8.2 it shall not prevent that Party from exercising those rights or remedies in the future (unless it has explicitly waived its ability to do so); and
- 25.8.3 it will not prevent that Party from enforcing any other right or remedy in future.

What happens if there is a breach of this IDTA?

26 Breaches of this IDTA

- 26.1 Each Party must notify the other Party in writing (and with all relevant details) if it:
- 26.1.1 has breached this IDTA; or
- 26.1.2 it should reasonably anticipate that it may breach this IDTA, and provide any information about this which the other Party reasonably requests.
- 26.2 In this IDTA "**Significant Harmful Impact**" means that there is more than a minimal risk of a breach of the IDTA causing (directly or indirectly) significant damage to any Relevant Data Subject or the other Party.

27 Breaches of this IDTA by the Importer

- 27.1 If the Importer has breached this IDTA, and this has a Significant Harmful Impact, the Importer must take steps Without Undue Delay to end the Significant Harmful Impact, and if that is not possible to reduce the Significant Harmful Impact as much as possible.
- 27.2 Until there is no ongoing Significant Harmful Impact on Relevant Data Subjects:
- 27.2.1 the Exporter must suspend sending Transferred Data to the Importer;

27.2.2 If the Importer is the Exporter's Processor or Sub-Processor: if the Exporter requests, the importer must securely delete all Transferred Data or securely return it to the Exporter (or a third party named by the Exporter); and

27.2.3 if the Importer has transferred on the Transferred Data to a third party receiver under Section 16, and the breach has a Significant Harmful Impact on Relevant Data Subject when it is Processed by or on behalf of that third party receiver, the Importer must:

(a) notify the third party receiver of the breach and suspend sending it Transferred Data; and

(b) if the third party receiver is the Importer's Processor or Sub-Processor: make the third party receiver securely delete all Transferred Data being Processed by it or on its behalf, or securely return it to the Importer (or a third party named by the Importer).

27.3 If the breach cannot be corrected Without Undue Delay, so there is no ongoing Significant Harmful Impact on Relevant Data Subjects, the Exporter must end this IDTA under Section 30.1.

28 Breaches of this IDTA by the Exporter

28.1 If the Exporter has breached this IDTA, and this has a Significant Harmful Impact, the Exporter must take steps Without Undue Delay to end the Significant Harmful Impact and if that is not possible to reduce the Significant Harmful Impact as much as possible.

28.2 Until there is no ongoing risk of a Significant Harmful Impact on Relevant Data Subjects, the Exporter must suspend sending Transferred Data to the Importer.

28.3 If the breach cannot be corrected Without Undue Delay, so there is no ongoing Significant Harmful Impact on Relevant Data Subjects, the Importer must end this IDTA under Section 30.1.

Ending the IDTA

29 How to end this IDTA without there being a breach

29.1 The IDTA will end:

29.1.1 at the end of the Term stated in Table 2: Transfer Details; or

29.1.2 if in Table 2: Transfer Details, the Parties can end this IDTA by providing written notice to the other: at the end of the notice period stated;

29.1.3 at any time that the Parties agree in writing that it will end; or

29.1.4 at the time set out in Section 29.2.

29.2 If the ICO issues a revised Approved IDTA under Section 5.4, if any Party selected in Table 2 "Ending the IDTA when the Approved IDTA changes", will as a direct result of the changes in the Approved IDTA have a substantial, disproportionate and demonstrable increase in:

29.2.1 its direct costs of performing its obligations under the IDTA; and/or

29.2.2 its risk under the IDTA,

and in either case it has first taken reasonable steps to reduce that cost or risk so that it is not substantial and disproportionate, that Party may end the IDTA at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved IDTA.

30 How to end this IDTA if there is a breach

30.1 A Party may end this IDTA immediately by giving the other Party written notice if:

- 30.1.1 the other Party has breached this IDTA and this has a Significant Harmful Impact. This includes repeated minor breaches which taken together have a Significant Harmful Impact, and
- 30.1.2 the breach can be corrected so there is no Significant Harmful Impact, and the other Party has failed to do so Without Undue Delay (which cannot be more than fourteen (14) days of being required to do so in writing); or
- 30.1.3 the breach and its Significant Harmful Impact cannot be corrected;
- 30.1.4 the Importer can no longer comply with Section 8.3, as there are Local Laws which mean it cannot comply with this IDTA and this has a Significant Harmful Impact.

31 What must the Parties do when the IDTA ends?

31.1 If the parties wish to bring this IDTA to an end or this IDTA ends in accordance with any provision in this IDTA, but the Importer must comply with a Local Law which requires it to continue to keep any Transferred Data then this IDTA will remain in force in respect of any retained Transferred Data for as long as the retained Transferred Data is retained, and the Importer must:

- 31.1.1 notify the Exporter Without Undue Delay, including details of the relevant Local Law and the required retention period;
- 31.1.2 retain only the minimum amount of Transferred Data it needs to comply with that Local Law, and the Parties must ensure they maintain the Appropriate Safeguards, and change the Tables and Extra Protection Clauses, together with any TRA to reflect this; and
- 31.1.3 stop Processing the Transferred Data as soon as permitted by that Local Law and the IDTA will then end and the rest of this Section 31 will apply.

31.2 When this IDTA ends (no matter what the reason is):

- 31.2.1 the Exporter must stop sending Transferred Data to the Importer; and
- 31.2.2 if the Importer is the Exporter's Processor or Sub-Processor: the Importer must delete all Transferred Data or securely return it to the Exporter (or a third party named by the Exporter), as instructed by the Exporter;
- 31.2.3 if the Importer is a Controller and/or not the Exporter's Processor or Sub-Processor: the Importer must securely delete all Transferred Data.

31.3 the following provisions will continue in force after this IDTA ends (no matter what the reason is):

- **Section 1** (*This IDTA and Linked Agreements*);
- **Section 2** (*Legal Meaning of Words*);
- **Section 6** (*Understanding this IDTA*);
- **Section 7** (*Which laws apply to this IDTA*);
- **Section 10** (*The ICO*);
- **Sections 11.1 and 11.4** (*Exporter's obligations*);

- **Sections 12.1.2, 12.1.3, 12.1.4, 12.1.5 and 12.1.6** (*General Importer obligations*);
- **Section 13.1** (*Importer's obligations if it is subject to UK Data Protection Laws*);
- **Section 17** (*Importer's responsibility if it authorised others to perform its obligations*);
- **Section 24** (*Giving notice*);
- **Section 25** (*General clauses*);
- **Section 31** (*What must the Parties do when the IDTA ends*);
- **Section 32** (*Your liability*);
- **Section 33** (*How Relevant Data Subjects and the ICO may bring legal claims*);
- **Section 34** (*Courts legal claims can be brought in*);
- **Section 35** (*Arbitration*); and
- **Section 36** (*Legal Glossary*).

How to bring a legal claim under this IDTA

32 Your liability

- 32.1 The Parties remain fully liable to Relevant Data Subjects for fulfilling their obligations under this IDTA and (if they apply) under UK Data Protection Laws.
- 32.2 Each Party (in this Section, "**Party One**") agrees to be fully liable to Relevant Data Subjects for the entire damage suffered by the Relevant Data Subject, caused directly or indirectly by:
- 32.2.1 Party One's breach of this IDTA; and/or
 - 32.2.2 where Party One is a Processor, Party One's breach of any provisions regarding its Processing of the Transferred Data in the Linked Agreement; and
 - 32.2.3 where Party One is a Controller, a breach of this IDTA by the other Party if it involves Party One's Processing of the Transferred Data (no matter how minimal),

in each case unless Party One can prove it is not in any way responsible for the event giving rise to the damage.

- 32.3 If one Party has paid compensation to a Relevant Data Subject under Section 32.2, it is entitled to claim back from the other Party that part of the compensation corresponding to the other Party's responsibility for the damage, so that the compensation is fairly divided between the Parties.
- 32.4 The Parties do not exclude or restrict their liability under this IDTA or UK Data Protection Laws, on the basis that they have authorised anyone who is not a Party (including a Processor) to perform any of their obligations, and they will remain responsible for performing those obligations.

33 How Relevant Data Subjects and the ICO may bring legal claims

- 33.1 The Relevant Data Subjects are entitled to bring claims against the Exporter and/or Importer for breach of the following (including where their Processing of the Transferred Data is involved in a breach of the following by either Party):
- **Section 1** (*This IDTA and Linked Agreements*);

- **Section 3** (*You have provided all the information required by Part one: Tables and Part two: Extra Protection Clauses*);
- **Section 8** (*The Appropriate Safeguards*);
- **Section 9** (*Reviews to ensure the Appropriate Safeguards continue*);
- **Section 11** (*Exporter's obligations*);
- **Section 12** (*General Importer Obligations*);
- **Section 13** (*Importer's obligations if it is subject to UK Data Protection Laws*);
- **Section 14** (*Importer's obligations to comply with key data protection laws*);
- **Section 15** (*What happens if there is an Importer Personal Data Breach*);
- **Section 16** (*Transferring on the Transferred Data*);
- **Section 17** (*Importer's responsibility if it authorises others to perform its obligations*);
- **Section 18** (*The right to a copy of the IDTA*);
- **Section 19** (*The Importer's contact details for the Relevant Data Subjects*);
- **Section 20** (*How Relevant Data Subjects can exercise their data subject rights*);
- **Section 21** (*How Relevant Data Subjects can exercise their data subject rights– if the Importer is the Exporter's Processor or Sub-Processor*);
- **Section 23** (*Access Requests and Direct Access*);
- **Section 26** (*Breaches of this IDTA*);
- **Section 27** (*Breaches of this IDTA by the Importer*);
- **Section 28** (*Breaches of this IDTA by the Exporter*);
- **Section 30** (*How to end this IDTA if there is a breach*);
- **Section 31** (*What must the Parties do when the IDTA ends*); and
- any other provision of the IDTA which expressly or by implication benefits the Relevant Data Subjects.

- 33.2 The ICO is entitled to bring claims against the Exporter and/or Importer for breach of the following Sections: Section 10 (*The ICO*), Sections 11.1 and 11.2 (*Exporter's obligations*), Section 12.1.6 (*General Importer obligations*) and Section 13 (*Importer's obligations if it is subject to UK Data Protection Laws*).
- 33.3 No one else (who is not a Party) can enforce any part of this IDTA (including under the Contracts (Rights of Third Parties) Act 1999).
- 33.4 The Parties do not need the consent of any Relevant Data Subject or the ICO to make changes to this IDTA, but any changes must be made in accordance with its terms.

33.5 In bringing a claim under this IDTA, a Relevant Data Subject may be represented by a not-for-profit body, organisation or association under the same conditions set out in Article 80(1) UK GDPR and sections 187 to 190 of the Data Protection Act 2018.

34 Courts legal claims can be brought in

34.1 The courts of the UK country set out in Table 2: Transfer Details have non-exclusive jurisdiction over any claim in connection with this IDTA (including non-contractual claims).

34.2 The Exporter may bring a claim against the Importer in connection with this IDTA (including non-contractual claims) in any court in any country with jurisdiction to hear the claim.

34.3 The Importer may only bring a claim against the Exporter in connection with this IDTA (including non-contractual claims) in the courts of the UK country set out in the Table 2: Transfer Details

34.4 Relevant Data Subjects and the ICO may bring a claim against the Exporter and/or the Importer in connection with this IDTA (including non-contractual claims) in any court in any country with jurisdiction to hear the claim.

34.5 Each Party agrees to provide to the other Party reasonable updates about any claims or complaints brought against it by a Relevant Data Subject or the ICO in connection with the Transferred Data (including claims in arbitration).

35 Arbitration

35.1 Instead of bringing a claim in a court under Section 34, any Party, or a Relevant Data Subject may elect to refer any dispute arising out of or in connection with this IDTA (including non-contractual claims) to final resolution by arbitration under the Rules of the London Court of International Arbitration, and those Rules are deemed to be incorporated by reference into this Section 35.

35.2 The Parties agree to submit to any arbitration started by another Party or by a Relevant Data Subject in accordance with this Section 35.

35.3 There must be only one arbitrator. The arbitrator (1) must be a lawyer qualified to practice law in one or more of England and Wales, or Scotland, or Northern Ireland and (2) must have experience of acting or advising on disputes relating to UK Data Protection Laws.

35.4 London shall be the seat or legal place of arbitration. It does not matter if the Parties selected a different UK country as the 'primary place for legal claims to be made' in Table 2: Transfer Details.

35.5 The English language must be used in the arbitral proceedings.

35.6 English law governs this Section 35. This applies regardless of whether or not the parties selected a different UK country's law as the 'UK country's law that governs the IDTA' in Table 2: Transfer Details.

36 Legal Glossary

Word or Phrase	Legal definition (this is how this word or phrase must be interpreted in the IDTA)
Access Request	As defined in Section 23, as a legally binding request (except for requests only binding by contract law) to access any Transferred Data.
Adequate Country	A third country, or:

Word or Phrase	Legal definition (this is how this word or phrase must be interpreted in the IDTA)
	<p>a territory;</p> <p>one or more sectors or organisations within a third country;</p> <p>an international organisation;</p> <p>which the Secretary of State has specified by regulations provides an adequate level of protection of Personal Data in accordance with Section 17A of the Data Protection Act 2018.</p>
Appropriate Safeguards	The standard of protection over the Transferred Data and of the Relevant Data Subject's rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved IDTA	The template IDTA A1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 5.4.
Commercial Clauses	The commercial clauses set out in Part three.
Controller	As defined in the UK GDPR.
Damage	All material and non-material loss and damage.
Data Subject	As defined in the UK GDPR.
Decision-Making	As defined in Section 20.6, as decisions about the Relevant Data Subjects based solely on automated processing, including profiling, using the Transferred Data.
Direct Access	As defined in Section 23 as direct access to any Transferred Data by public authorities of which the Importer is aware.
Exporter	The exporter identified in Table 1: Parties & Signature.
Extra Protection Clauses	The clauses set out in Part two: Extra Protection Clauses.
ICO	The Information Commissioner.

Word or Phrase	Legal definition (this is how this word or phrase must be interpreted in the IDTA)
Importer	The importer identified in Table 1: Parties & Signature.
Importer Data Subject Contact	The Importer Data Subject Contact identified in Table 1: Parties & Signature, which may be updated in accordance with Section 19.
Importer Information	As defined in Section 8.3.1, as all relevant information regarding Local Laws and practices and the protections and risks which apply to the Transferred Data when it is Processed by the Importer, including for the Exporter to carry out any TRA.
Importer Personal Data Breach	A 'personal data breach' as defined in UK GDPR, in relation to the Transferred Data when Processed by the Importer.
Linked Agreement	The linked agreements set out in Table 2: Transfer Details (if any).
Local Laws	Laws which are not the laws of the UK and which bind the Importer.
Mandatory Clauses	Part four: Mandatory Clauses of this IDTA.
Notice Period	As set out in Table 2: Transfer Details.
Party/Parties	The parties to this IDTA as set out in Table 1: Parties & Signature.
Personal Data	As defined in the UK GDPR.
Personal Data Breach	As defined in the UK GDPR.
Processing	As defined in the UK GDPR. When the IDTA refers to Processing by the Importer, this includes where a third party Sub-Processor of the Importer is Processing on the Importer's behalf.
Processor	As defined in the UK GDPR.
Purpose	The 'Purpose' set out in Table 2: Transfer Details, including any purposes which are not incompatible with the purposes stated or referred to.

Word or Phrase	Legal definition (this is how this word or phrase must be interpreted in the IDTA)
Relevant Data Subject	A Data Subject of the Transferred Data.
Restricted Transfer	A transfer which is covered by Chapter V of the UK GDPR
Review Dates	The review dates or period for the Security Requirements set out in Table 2: Transfer Details, and any review dates set out in any revised Approved IDTA.
Significant Harmful Impact	As defined in Section 26.2 as where there is more than a minimal risk of the breach causing (directly or indirectly) significant harm to any Relevant Data Subject or the other Party.
Special Category Data	As described in the UK GDPR, together with criminal conviction or criminal offence data.
Start Date	As set out in Table 1: Parties and signature.
Sub-Processor	A Processor appointed by another Processor to Process Personal Data on its behalf. This includes Sub-Processors of any level, for example a Sub-Sub-Processor.
Tables	The Tables set out in Part one of this IDTA.
Term	As set out in Table 2: Transfer Details.
Third Party Controller	The Controller of the Transferred Data where the Exporter is a Processor or Sub-Processor If there is not a Third Party Controller this can be disregarded.
Transfer Risk Assessment or TRA	A risk assessment in so far as it is required by UK Data Protection Laws to demonstrate that the IDTA provides the Appropriate Safeguards
Transferred Data	Any Personal Data which the Parties transfer, or intend to transfer under this IDTA, as described in Table 2: Transfer Details
UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.

Word or Phrase	Legal definition (this is how this word or phrase must be interpreted in the IDTA)
UK GDPR	As defined in Section 3 of the Data Protection Act 2018.
Without Undue Delay	Without undue delay, as that phrase is interpreted in the UK GDPR.

Alternative Part 4 Mandatory Clauses:

Mandatory Clauses	Part 4: Mandatory Clauses of the Approved IDTA, being the template IDTA A.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 5.4 of those Mandatory Clauses.
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ATTACHMENT 12 – COLLABORATION AGREEMENT

Dated

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- (1) THE DIRECTOR OF SAVINGS;
 - (2) [PROVIDER OF DIGITAL INTEGRATION AND SERVICE OPERATIONS];
 - (3) [PROVIDER OF DIGITAL EXPERIENCE AND DIGITAL ENABLEMENT];
 - (4) [PROVIDER OF CUSTOMER CONTACT AND OPERATIONS];
- AND
- (5) [PROVIDER OF CORE BANKING, PAYMENT AND REPORTING]

COLLABORATION AGREEMENT

For the four interfacing technology service packages (Digital Integration and Service Operations, Digital Experience and Digital Enablement, Customer Contact and Operations and Core Banking, Payment and Reporting) that the Director is procuring to support their overall product offering

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BETWEEN:

- (1) **The Director of Savings** (the “**Director**”); and
- (2) [Provider of Digital Integration and Service Operations];
- (3) [Provider of Digital Experience and Digital Enablement];
- (4) [Provider of Customer Contact and Operations]; and
- (5) [Provider of Core Banking, Payment and Reporting].

Parties (2) to (5) each a Supplier and collectively the Suppliers, and parties (1) to (5), each a Party and collectively the Parties.

INTRODUCTION

- (A) The Director is seeking to procure Suppliers to deliver a range of services to replace the existing service provider.
- (B) Each of the Suppliers for the four (4) interfacing technology services packages will deliver their respective Services to the Director independently under their respective Service Agreement.
- (C) In connection with their respective Service Agreements with the Director, the Suppliers wish to enter into this Agreement with each other and with the Director in order to ensure the smooth and effective delivery of an "end to end" service to the Director which achieves customer satisfaction and to document in the necessary level of detail the particulars and Dependencies of the manner in which they will cooperate in providing the Services to the Director.
- (D) The Parties acknowledge that the Director will perform and be responsible for the service integration and management (SIAM) role.
- (E) Each time a new or replacement Supplier is procured a deed of accession will be executed. Each new Supplier will be joined to this Agreement by a Deed of Accession in the form set out in Schedule 4Part 1 and each replacement Supplier of an existing Supplier will be joined to this Agreement by a Deed of Accession in the form set out in Schedule 4Part 2. Each Deed of Accession will also be signed by all existing Suppliers and the Director.
- (F) During the Term of this Agreement the Suppliers will have an ongoing obligation to update their Dependencies, the Responsibility Matrix and the Operations Manual.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 (*Definitions*) or the relevant Schedule in which that capitalised expression appears. Where a term is capitalised but not defined herein, it shall have the same meaning as defined in the relevant Supplier's Service Agreement.
- 1.2 In this Agreement, unless the context otherwise requires:
- 1.2.1 the singular includes the plural and vice versa;
 - 1.2.2 reference to a gender includes the other gender and the neuter;
 - 1.2.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
 - 1.2.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.2.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
 - 1.2.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.2.7 the headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement;
 - 1.2.8 unless otherwise provided references to Clauses and Schedules are references to the clauses and schedules of this Agreement and references in any Schedule to Paragraphs, Parts and Annexes are, unless otherwise provided, references to the paragraphs, parts and annexes of the Schedule or the Part of the Schedule in which the references appear; and
 - 1.2.9 references to this Agreement are references to this Agreement as amended from time to time.
- 1.3 Where a standard, policy or document is referred to in this Agreement by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, a Supplier shall notify the Director and the Parties shall update this Agreement with a reference to the replacement hyperlink.
- 1.4 Time is not of the essence of any obligation of the Director under this Agreement and may not be made of the essence by service of notice.
- 1.5 If there is any conflict between the Clauses and the Schedules and/or any Annexes to the Schedules, the conflict shall be resolved in accordance with the following order of precedence:
- 1.5.1 the Clauses and Schedule 1 (*Definitions*);
 - 1.5.2 the Schedules and any Annexes.

- 1.6 If and to the extent of any conflict or inconsistency between this Agreement and a Service Agreement, in the first instance, the parties shall work together in good faith to determine the order of precedence. Where the Parties are unable to agree the order of precedence shall be determined by the Director at its discretion.
- 1.7 The Schedules and their Annexes form part of this Agreement.
- 1.8 The rights and obligations contained in this Agreement shall be additional to and not in substitution for those contained in the Service Agreements.
- 1.9 In entering into this Agreement the Director is acting as part of the Crown.

2 COMMENCEMENT AND TERM

- 2.1 This Agreement shall take effect:
- 2.1.1 for each Supplier from their respective Commencement Date until the termination or expiry of their respective Service Agreements or, if earlier, until terminated in accordance with the termination provisions in Clause 19 of this Agreement; or
- 2.1.2 for the Director from the first Supplier's Commencement Date and shall continue until terminated in accordance with the termination provisions in Clause 19 of this Agreement,
- (in each case, the "**Term**").

3 FUNDAMENTAL PURPOSE

- 3.1 This Agreement is intended to create binding rights and obligations between each Supplier to the Relevant Third Party Suppliers and to the Director to:
- 3.1.1 enable the achievement of the fundamental business objectives set out in Clause 4.6;
- 3.1.2 enable the Suppliers to deliver their respective Services in accordance with the terms of their respective Service Agreements;
- 3.1.3 support the Director in its role as SIAM;
- 3.1.4 co-operate with the Relevant Third Party Suppliers in order for each and all of the Suppliers to be able to successfully provide their Services in accordance with the terms of their respective Service Agreements and to ensure the effective and seamless delivery of the End to End Services to the Director; and
- 3.1.5 place each Supplier under an obligation to ensure that their Dependencies are fully met within the required timescales as may be set out in the Operations Manual.

4 PRINCIPLES OF CO-OPERATION

- 4.1 The co-operation, support, information and assistance to be provided by the Parties pursuant to this Agreement shall be provided in accordance with the following principles:
- 4.1.1 the principle that each Party shall provide its cooperation, support, information and assistance in a proactive, transparent and open way and in a spirit of trust and mutual confidence;
- 4.1.2 the principle of '*fix first, discuss later*', requiring that each Party shall concentrate on solving a problem as expeditiously and cost effectively as possible and leave any Disputes as to which Supplier is responsible, which Supplier should bear the cost of fixing the problem and any associated legal issues until resolution of the relevant problem;

4.1.3 the principle that co-operative behaviour and overall cost efficiency should be promoted. For the avoidance of doubt, if a Service Agreement or this Agreement allows for the performance of a certain obligation in different ways, then such Supplier shall in good faith:

- (a) take the cost impact of its choice on itself and the Relevant Third Party Suppliers into consideration when making such choice; and
- (b) refrain from knowingly choosing an option which would significantly and without justification increase the costs of its delivery of the Services, any of the Relevant Third Party Suppliers' Services and/or of the Director's obligations; and
- (c) the principle that the Parties shall procure the adherence of employees and Sub-contractors to these co-operation requirements.

4.2 The Suppliers and the Director will each designate a collaboration manager (a "**Collaboration Manager**") who, as from the relevant Commencement Date, will be responsible for managing the collaboration relationship between the Parties and will have authority to act on behalf of the designating Party in all matters pertaining to this Agreement and who will ensure compliance with their obligations set out in this Agreement.

4.3 The Director may request and require the removal or replacement of a Supplier's designated Collaboration Manager by written notice to the relevant Supplier. Any such notice may be issued by the Director at the Director's discretion although the Director may provide the Supplier with its reasons for such replacement request. The recipient Supplier shall comply with such notice and replace its Collaboration Manager in accordance with the timeframe specified in the written notice (or as otherwise notified by the Director).

4.4 Each Supplier may request via a written notice to the Director that a Relevant Third Party Supplier's designated Collaboration Manager should be replaced or removed. The request from the Supplier should include detailed reasons for such request. Where the Director requires further information from the relevant requesting Supplier(s), the Supplier(s) shall promptly provide such information following such a request from the Director. Any request to replace a Relevant Third Party Supplier's designated Collaboration Manager shall be considered by the Director who may, at their sole discretion, decide to request replacement or removal of their Collaboration Manager pursuant to Clause 4.3, as applicable.

4.5 The Parties agree and acknowledge that they will act:

- 4.5.1 in good faith;
- 4.5.2 in an open and trusting manner;
- 4.5.3 in a co-operative way;
- 4.5.4 in a way to avoid Disputes by adopting a no-blame culture;
- 4.5.5 fairly towards each other;
- 4.5.6 evaluating the skills and respecting the responsibilities of each other; and
- 4.5.7 constructively to resolve any Dispute or difference in a speedy and positive manner,

in carrying out their respective obligations and providing their respective Services and the End to End Services to achieve the objectives referred to in Clause 4.6 below.

4.6 The Parties agree and acknowledge that they will work together to achieve the following objectives:

4.6.1 in connection with the delivery of Services and the End to End Services:

- (a) to seek excellence;

- (b) to adopt a continuous improvement culture;
- (c) to encourage innovation and the efficient use of resources;
- (d) to maximise the efficiency of their contributions; and
- (e) to utilise best and safest practice;

4.6.2 in connection with people:

- (a) to have consideration for Service Recipients and other persons affected by the Services;
- (b) to respect all persons;
- (c) to promote an enjoyable and healthy working environment;
- (d) to provide training and staff development;
- (e) to foster tolerance; and
- (f) to facilitate openness in dealings;

4.6.3 in connection with team working:

- (a) to plan and promote clear and effective communication;
- (b) to engender a working environment that is conducive to shared problem solving;
- (c) to provide mutual support;
- (d) to share information where possible and practicable;
- (e) to involve all members of the supply chain including Sub-contractors in the collaboration concept; and
- (f) to build relationships with the other Suppliers; and

4.6.4 in connection with commercial issues:

- (a) to add value and enhance reputations;
- (b) to create incentives for maximising the rewards of all Parties;
- (c) to provide transparency and certainty of information;
- (d) to provide feedback; and
- (e) to share opportunities and risk.

5 CO-OPERATION OBLIGATIONS

- 5.1 Each Supplier shall, and shall procure that its Sub-contractors shall, co-operate fully with each of the Relevant Third Party Suppliers and with the Director and shall provide such co-operation, support, assistance, reporting and information to each other Party hereunder as is necessary in relation to this Agreement and/or necessary in support of a Dependency and/or in accordance with the Operations Manual and/or as may be required by the Director, in order that the objectives set out in Clauses 3 and 4 are satisfied and that each Relevant Third Party Supplier complies with their obligations under this Agreement in particular those obligations in Clauses 6 and 7 provided always that each Supplier

shall when complying with this Clause 5 ensure that its acts and omissions do not prevent a Relevant Third Party Supplier from complying with their obligations under this a Agreement and/or their respective Service Agreement.

5.2 Without prejudice to the generality of Clause 5.1 and the obligations of each Supplier pursuant to their respective Service Agreement, each Supplier commits to the Relevant Third Party Suppliers and the Director that as part of their general co-operation obligations described in Clause 5.1 it shall:

- 5.2.1 work together in good faith to ensure integration and interfacing where Services are subject to inter-Party dependencies;
- 5.2.2 individually and collectively work to ensure that their delivery of the Services do not conflict with and, to the fullest extent possible, support, the Director's strategies and outcomes as published or as notified to the Suppliers from time to time;
- 5.2.3 operate and maintain all Software, hardware or technology in accordance with Good Industry Practice and in any event, in accordance with the terms set out in their respective Service Agreements and any plans for refresh or maintenance of such assets as may be notified by the Director to the Suppliers from time to time;
- 5.2.4 assist with any testing and/or any quality assurance analysis to be undertaken by the Director or any Relevant Third Party Supplier;
- 5.2.5 ensure that each Collaboration Manager engages in a regular dialogue with each of the other Collaboration Managers both individually and collectively to ensure that the Relevant Third Party Suppliers each have a constructive relationship with each other which allows for the delivery of the co-operation and collaboration objectives set out in this Agreement to be achieved;
- 5.2.6 promptly provide the Relevant Third Party Suppliers and, if applicable, the relevant members of their Supplier Group with all relevant information (including details of all operating environments, system constraints, all relevant information concerning interfacing, interoperation and operating parameters that may be reasonably required by the Relevant Third Party Suppliers) that they may need to provide their Services to the Director; and
- 5.2.7 promptly escalate any issues or perceived problems via the governance regime to the appropriate Working Group, Forum and/or Committee as required under each Supplier's respective Service Agreement;

Provided always that:

- 5.2.8 no Supplier shall be obliged to act in a way that would require it to perform obligations of another Relevant Third Party Supplier under its respective Service Agreement.

6 COMPLIANCE WITH SERVICE AGREEMENTS AND THIS AGREEMENT

6.1 Each Supplier commits to each of the Relevant Third Party Suppliers and to the Director that it shall:

- 6.1.1 perform its obligations under and deliver the relevant Services in accordance with their relevant Service Agreement;
- 6.1.2 comply with the terms of this Agreement and ensure their Sub-contractors comply with the terms of this Agreement;
- 6.1.3 perform its obligations (including any of its Dependencies as agreed from time to time) in accordance with the terms of this Agreement;

- 6.1.4 avoid undue disturbance to the Director and, as applicable, to the Relevant Third Party Suppliers and seek to minimise the active involvement of the Director in minor matters that can be addressed and resolved between Suppliers;
- 6.1.5 avoid any unnecessary duplication of effort by the Supplier itself or, as far as possible, the Relevant Third Party Suppliers;
- 6.1.6 ensure compliance with their co-operation obligations within this Agreement to facilitate the delivery and avoid hindering the provision of any of the Services by the Relevant Third Party Suppliers and enable the Relevant Third Party Suppliers to deliver their respective obligations in accordance with terms of their respective Service Agreement;
- 6.1.7 ensure that their Dependencies are fully met within the required timescales as set out in the Operations Manual or as otherwise notified by the Director and allocate sufficient resource with the appropriate technical expertise to perform the Dependencies;
- 6.1.8 undertake all such tasks and activities as may be necessary to integrate the systems and Services with all other relevant systems and the Services of Relevant Third Party Suppliers and/or the Director;
- 6.1.9 ensure that its activities positively support each Relevant Third Party Supplier's achievement of Customer Satisfaction;
- 6.1.10 ensure that its representatives attend meetings (including, without limitation, Committees, Forums or Working Groups) when invited directly or indirectly by the Director and/or other Relevant Third Party Suppliers and that such representatives are co-operative, engaged, forward-thinking and actively participate in such meetings to facilitate engaged and efficient discussions;
- 6.1.11 provide the Director, or its third party representatives, with full access to the Supplier's resources, systems, data, documents, Software and other relevant information to enable the Director, either directly or indirectly, to carry out appropriate management and/or to deal with security and/or compliance issues, assessments and actions and/or interventions as required; and
- 6.1.12 ensure that within the Partnership Development Working Group, individually and collectively, each Collaboration Manager are proactive in anticipating, preventing and resolving potential future issues that may be foreseeable in connection with the delivery of any of the Services.

7 ROLE OF THE SUPPLIERS

- 7.1 Each Supplier acknowledges and agrees that the Services will be best delivered by them to the Director if:
 - 7.1.1 they are carried out by itself and each Relevant Third Party Supplier in the spirit of co-operation and collaboration; and
 - 7.1.2 supportive communications are established and maintained for the Term.
- 7.2 Each Supplier acknowledges and agrees:
 - 7.2.1 to comply with all policies and procedures and technical interface standards that are specified by the Director (or the Nominated Lead in accordance with its Delegated Authority) as such may be amended or replaced from time to time and any and all instructions given by the Director in accordance with Clause 8 and/or any and all instructions given by the Nominated Lead in accordance with Clause 7.19.1;
 - 7.2.2 to comply with their reporting and collaboration obligations under this Agreement including, without limitation, Clauses 5, 6, 7 and 10 and any decision or instruction of the

Director in relation to this Agreement and/or the delivery of their Services in accordance with their Service Agreements; and

7.2.3 that failure to comply with Clauses 7.1.1, 7.2.1 or 7.2.2 of this Agreement shall constitute a breach of this Agreement and also a breach of that Supplier's respective Service Agreement.

7.3 Where any Supplier breaches or becomes aware that it or a Relevant Third Party Supplier is likely to fail to comply with:

7.3.1 any obligation of the relevant Service Agreement and that the failure could impact on the performance of the Services by any Relevant Third Party Supplier, the Supplier shall as soon as is reasonably practicable and in any event within three (3) Working Days of becoming aware notify the Director of such breach or likely breach; or

7.3.2 any obligation under this Agreement and that the failure could impact on the performance of the Services by any Relevant Third Party Supplier, the Supplier shall as soon as is reasonably practicable and in any event within three (3) Working Days of becoming aware notify the Director and all Relevant Third Party Suppliers of such breach or likely breach provided always that in circumstances where the Director or a Relevant Third Party Supplier becomes aware that another Relevant Third Party Supplier's failure to comply with its obligations could impact on its or a Relevant Third Party Supplier's performance of its Services it shall notify the Relevant Third Party Supplier(s).

7.4 Where any Supplier becomes aware of an event, incident or Delay that could impact on the performance of:

7.4.1 its own Services, the Supplier shall as soon as is reasonably practicable notify the Director of such event, incident or Delay; or

7.4.2 the Services by any Relevant Third Party Supplier, the Supplier shall as soon as is reasonably practicable notify the Director and all Relevant Third Party Suppliers of such event, incident or Delay.

7.5 Where any notice is issued pursuant to Clause 7.3 and/or Clause 7.4, the Supplier who is the subject of the notice must as soon as possible and in any event within any timeframe specified by the Director calculated from when the Supplier becomes aware of the breach, event, incident or Delay ("**Event**") and unless the Director specifies otherwise:

7.5.1 as soon as possible provide an initial response in writing to the Director confirming or denying if the relevant Event will have any actual or anticipated impact upon the Supplier's delivery of the Services and/or the End to End Services;

(a) if the relevant Event does impact upon the Supplier's delivery of the Services and/or the End to End Services the Supplier shall identify within their response what they consider the impacts are and provide an estimate for the costs associated with this impact and any mitigation, rectification measures and costs; or

(b) if the relevant Event does not impact upon the Supplier's delivery of the Services and/or the End to End Services the Supplier shall not be required to take any further action in relation to the Event unless the Director instructs them otherwise;

7.5.2 then, where the Supplier is impacted by the relevant Event, the Supplier shall provide a further detailed response to the Director with possible solutions accompanied with a timescale to:

(a) resolve, avoid and/or mitigate the impact of the Event on the Services and the End to End Services; and

(b) suggest solutions to prevent the Event from recurring;

- 7.5.3 as instructed by the Director, meet with the Director and/or Relevant Third Party Supplier(s), to discuss their findings and any solutions to ensure maximum efficiency and uninterrupted End to End Services for the Director; and
- 7.5.4 comply with any instruction from the Director in relation to the Event.
- 7.6 Where the Rectification Plan Process is instigated under any of the Service Agreements and a draft Rectification Plan is required from a Supplier, the relevant Supplier shall (prior to issuing the draft Rectification Plan to the Director) and unless the Director specifies otherwise:
 - 7.6.1 notify all Relevant Third Party Suppliers that it will be issuing a draft Rectification Plan to the Director as soon as possible and in any event within at least five (5) Working Days;
 - 7.6.2 provide all Relevant Third Party Suppliers with a copy of the proposed draft Rectification Plan which shall include sufficient detail outlining the draft Rectification Plan;
 - 7.6.3 request the Relevant Third Party Supplier respond with details as to whether and how the proposed draft Rectification Plan may have any impact upon their Services; and
 - 7.6.4 if any of the Relevant Third Party Suppliers are impacted, the Supplier shall, prior to submission to the Director of a draft Rectification Plan, engage with all impacted Relevant Third Party Suppliers to collaboratively develop and finalise a draft Rectification Plan which shall take into consideration the impacts upon the Relevant Third Party Supplier's Services. The Supplier responsible for the draft Rectification Plan shall respond to each of the Relevant Third Party Suppliers to notify them if their responses have been fully or partially incorporated into the draft Rectification Plan at the time of or before submitting it to the Director.
- 7.7 Each Relevant Third Party Supplier who receives a notification pursuant to Clause 7.6 shall comply with the following process as far as it does not conflict with any of their obligations under their Service Agreement in relation to the Rectification Plan Process and unless the Director specifies otherwise:
 - 7.7.1 subject to Clause 7.9, as soon as possible but no later than one (1) Working Day from receipt, provide a response to the relevant Supplier to confirm or deny whether the proposed draft Rectification Plan will have any actual or anticipated impact upon their delivery of the Services and/or the End to End Services:
 - (a) if the proposed draft Rectification Plan does impact upon the their delivery of the Services and/or the End to End Services they shall identify within their initial response what they consider the impacts are and provide an estimate for the costs associated with this; or
 - (b) if the proposed draft Rectification Plan does not impact upon their delivery of the Services and/or the End to End Services they shall not be required to take any further action in relation to the draft Rectification Plan or agreed Rectification Plan unless the Director instructs them otherwise;
 - 7.7.2 then, where the Relevant Third Party Supplier is impacted by the proposed draft Rectification Plan, they shall:
 - (a) review, consider and scrutinise the proposed draft Rectification Plan in consideration of the actual or anticipated impact (including, without limitation, cost implications) upon their respective Services and the End to End Services; and
 - (b) as soon as possible but no later than three (3) Working Days from their initial response pursuant to Clause 7.7.1, provide a further detailed response to the issuing Supplier advising them on the outcome of their findings, such as (without limitation), what the implications would be, how long they anticipate they would need to perform any relevant changes under the draft Rectification Plan, a detailed cost breakdown and resource implications with making the changes; and

- (c) suggest alternative solutions and/or to amendments to the draft Rectification Plan with a proposed amended timescale, as applicable; and
- 7.7.3 as instructed by the Director, meet with the Director and the Relevant Third Party Suppliers:
 - (a) to highlight and explain any actual or anticipated impact that the proposed method of rectification would have upon the recipient Supplier's delivery of the Services and/or the End to End Services; and
 - (b) to discuss and develop the draft Rectification Plan and/or agreed Rectification Plan, as applicable, identifying potential solutions to reduce the impact of the draft Rectification Plan or agreed Rectification Plan, as applicable, on its Services and the End to End Services; and
- 7.7.4 if relevant, review any amends made by the Director to the draft Rectification Plan or the agreed Rectification Plan and provide written confirmation of whether they are impacted by the revised plan and, if so, what the impact would be.
- 7.8 All Suppliers shall comply with any agreed Rectification Plan issued by the Director to the extent it applies to them and their provisions of their Services.
- 7.9 Where the proposed draft Rectification Plan issued pursuant to Clause 7.6 does not contain sufficient detail for the Relevant Third Party Supplier to determine the impact upon their Services, the Relevant Third Party Supplier shall notify the issuing Supplier and request additional information. Upon receipt of the requested additional information pursuant to Clause 7.7.1, the recipient Supplier shall respond as soon as possible.
- 7.10 Where a Remedial Adviser is or is about to be appointed under any of the Service Agreements the Director shall notify the Relevant Third Party Suppliers who shall each comply with the following process as far as the following process does not conflict with any of their obligations under their respective Service Agreement in relation to the Remedial Adviser appointment and unless the Director specifies otherwise:
 - 7.10.1 as soon as possible provide the Remedial Adviser with an overview of any impact which the Intervention Cause has or may have upon their delivery of the Services and/or the End to End Services including, without limitation:
 - (a) what the impacts are;
 - (b) how long they anticipate they would need to rectify the impact;
 - (c) the risks of re-occurrence;
 - (d) an estimate for the associated costs; and
 - (e) any potential solutions to mitigate or prevent the impact caused by the Intervention Cause;
 - 7.10.2 promptly respond to any Remedial Adviser's request for information or otherwise in relation to the relevant Intervention Cause for which the Remedial Adviser has been appointed;
 - 7.10.3 as instructed, meet with the Remedial Adviser and, if relevant, any other Relevant Third Party Suppliers:
 - (a) to discuss possible remedies to the Intervention Cause and, as applicable, identifying potential solutions to reduce the impact of the any possible remedies to the Intervention Cause on its Services and the End to End Services; and

- (b) if relevant, review any proposal provided by the Remedial Adviser and confirm whether it impacts upon them and, if so, what the impact would be; and

7.10.4 as far as applicable, comply with any process put in place by the Remedial Adviser.

7.11 Where a Change Communication is issued to a Supplier the recipient Supplier(s) shall, and ensure that its Sub-contractors shall, comply with the following process, as far as the following process does not conflict with any of the Supplier's obligations under their respective Service Agreement in relation to the Change Control Procedure and unless the Director specifies otherwise:

7.11.1 as soon as possible provide a response to the Director to confirm or deny whether the relevant Change will have any actual or anticipated impact upon their delivery of their Services and/or the End to End Services:

7.11.2 following the receipt of a request from the Director:

- (a) work with the Relevant Third Party Suppliers and the Director during any Definition Phase to identify the scope of the relevant Change Proposal; and/or
- (b) work with the Relevant Third Party Suppliers and the Director during the preparation of an Impact Assessment to ensure the submission of a sufficiently detailed Impact Assessment by all relevant Suppliers when required in relation to any Change and within any timelines specified; and/or
- (c) respond to any further requests for information or changes to any Impact Assessment so as to allow for a comprehensive Impact Assessment from all affected Suppliers to be returned to the Director;

7.11.3 liaise with the Director and the Relevant Third Party Suppliers to develop, maintain, deliver and monitor any Change in accordance with any Change Authorisation Note; and

7.11.4 comply with any Change issued by the Director.

7.12 The Director has the ambition to establish a more flexible and agile mechanism for the delivery of Change across the End to End Services. The Director and Suppliers will work together to develop such approach which may then require a Change to one or more of the Service Agreements.

7.13 Where a Continuous Improvement Plan is issued by the Director, the Suppliers shall comply with the following process, as far as the following process does not conflict with any of their obligations under their respective Service Agreement in relation to the Continuous Improvement Plan and unless the Director specifies otherwise:

7.13.1 as soon as possible following identifying any Initiatives to improve the Continuous Improvement Plan notify the Relevant Third Party Suppliers and the Initiative and any actual or anticipated impact upon the delivery of the Services and/or the End to End Services requesting a response from the Relevant Third Party Suppliers in regards to any further impact they identify in relation to the Initiative;

7.13.2 upon receipt of a response from a Relevant Third Party Supplier regarding the Initiative, the Supplier shall build in the Relevant Third Party Supplier's comments and work with the Relevant Third Party Suppliers to develop the Initiative;

7.13.3 as soon as possible following the development of the Initiative pursuant to Clause 7.13.2 or if no responses are received by the Supplier within ten (10) Working Days from notification to the Relevant Third Party Suppliers, notify the Director of the Initiative and any actual or anticipated impact upon the delivery of the Services and/or the End to End Services;

7.13.4 following the submission of an Initiative to the Director, as instructed by the Director either:

- (a) work with the Relevant Third Party Suppliers and the Director to identify the scope of the relevant Initiative and impact upon the Continuous Improvement Plan; and/or
 - (b) submit a sufficiently detailed Initiative to the Director in accordance with Schedule 8.8 (*Continuous Improvement*) of the Supplier's respective Service Agreement;
- 7.13.5 liaise with the Director and the Relevant Third Party Suppliers to develop, maintain, deliver and monitor any Change Request in accordance with any Initiative; and
- 7.13.6 comply with any decision of the Director in relation to any Initiative and/or any Continuous Improvement Plan.
- 7.14 Each Relevant Third Party Supplier of such notification pursuant to Clause 7.13 shall, as far as the former does not conflict with any of their obligations under their respective Service Agreement in relation to the Continuous Improvement Plan and unless the Director specifies otherwise, respond to the Supplier with sufficient detail of any impact the relevant Initiative has or may have upon their Services within ten (10) Working Days of receipt and, where impacted by the Initiative, work with the issuing Supplier to develop the Initiative to incorporate all identified impacts upon the Services.
- 7.15 For the avoidance of doubt, where a response is not submitted to the Supplier or the Director, as applicable, in relation to any of the processes under this Clause 7, it shall be deemed that the Relevant Third Party Supplier is not impacted by the relevant Event, Rectification Plan, Initiative, or Change proposed in such notice, as applicable, and the Director shall not have any liability in relation to any undeclared impact upon the Relevant Third Party Supplier.
- 7.16 Each Supplier shall promptly provide to the Director, as requested, any further documentation that they may require to assess any of the Supplier's proposed solutions provided in accordance with this Clause 7.
- 7.17 The Director shall have absolute discretion in deciding whether to implement any of the Supplier's proposed solutions in accordance with this Clause 7.
- 7.18 Each Supplier hereby acknowledges and agrees that where it requires a Relevant Third Party Supplier to comply with its terms and conditions or other specific documentation requirements (including internal policy and procedure) in relation to the performance of any Dependencies it shall:
 - 7.18.1 each time seek prior written approval from the Director in relation to any terms and conditions or other specific documentation requirements (including internal policy and procedure);
 - 7.18.2 following receipt of the Director's approval, provide the Relevant Third Party Supplier with the approved documents with an explanation of why the Supplier requires their compliance with such; and
 - 7.18.3 work together with the Relevant Third Party Suppliers to discuss and agree the additional documentation required for the performance of any Dependencies.
- 7.19 Each Supplier acknowledges and agrees that where the Director has granted the Delegated Authority to the Nominated Lead and informed the Suppliers, all Suppliers agree:
 - 7.19.1 to comply with any decision or instruction of the Nominated Lead that is in compliance with its Delegated Authority as if it were a decision or instruction of the Director; and
 - 7.19.2 if any of the Suppliers considers that the Nominated Lead is:
 - (a) acting or seeking to act beyond the Delegated Authority; or
 - (b) failing to take decisions or give instructions in accordance with the Delegated Authority within a reasonable time;

the Supplier shall:

- (c) inform the Director immediately; and
- (d) inform the Nominated Lead immediately and, to the extent reasonably practicable, seek to ensure that the Nominated Lead acts in accordance with the Delegated Authority.

8 ROLE OF THE DIRECTOR

8.1 Where the Director is made aware of or, acting reasonably, considers that there has been or may be any event, incident or Delay in accordance with Clause 7.4, the Director shall, where required, take steps to resolve, avoid and/or mitigate the impact of the event, incident or Delay including, without limitation:

8.1.1 notifying Relevant Third Party Suppliers about the event, incident or Delay if the Director reasonably considers it may impact the Relevant Third Party Suppliers; and

8.1.2 requiring that the Suppliers fully comply with:

- (a) their obligations to '*fix first, discuss later*' in accordance with Clause 4.1.2 of this Agreement;
- (b) any measures required by the Relevant Third Party Suppliers under Clause 7.5 of this Agreement;
- (c) their relevant obligations under this Agreement; and
- (d) any additional measures that the Director instructs acting reasonably to resolve, avoid and/or mitigate the impact of the event, incident or Delay.

8.2 Where the Director is made aware of or, acting reasonably, considers that there has been or may be any breach of Supplier obligations under the Service Agreement or this Agreement including Clause 7.3, the Director shall, where required, take steps to resolve, avoid and/or mitigate the impact of the breach including, without limitation:

8.2.1 notifying Relevant Third Party Suppliers about the breach if the Director reasonably considers it may impact Relevant Third Party Suppliers;

8.2.2 requiring that the Suppliers fully comply with:

- (a) their obligations to '*fix first, discuss later*' in accordance with Clause 4.1.2 of this Agreement;
- (b) any measures required by the Relevant Third Party Suppliers under Clause 7.5 of this Agreement;
- (c) their relevant obligations under this Agreement; and
- (d) any additional measures that the Director instructs acting reasonably to resolve, avoid and/or mitigate the impact of the breach.

8.3 Where the Director is made aware of or, acting reasonably, considers that remedial action is or may be required under a Service Agreement (including, without limitation, pursuant to Clauses 30 (*Rectification Plan Process*) or 32 (*Remedial Adviser*) of the Service Agreement) the Director shall, where required, take steps to ensure performance of the remedial actions and procedures and to resolve, avoid and/or mitigate the impact of the remedial action including, without limitation:

- 8.3.1 notifying any and all Suppliers about the remedial action if the Director reasonably considers it may impact upon them; and
- 8.3.2 requiring the Suppliers fully comply with:
 - (a) any measures required by the Relevant Third Party Supplier under Clauses 7.6, 7.7, 7.9 and/or 7.10 of this Agreement;
 - (b) their relevant obligations under this Agreement; and
 - (c) any additional measures that the Director considers reasonable to resolve, avoid and/or mitigate the impact of the remedial action.
- 8.4 Where the Director is made aware of or, acting reasonably, considers that there shall or may be a Change required under the Service Agreement the Director shall, where required, take steps to resolve, avoid and/or mitigate the impact of the Change including, without limitation:
 - 8.4.1 notifying any and all Supplier about the Change if the Director reasonably considers it may impact upon them; and
 - 8.4.2 requiring the Suppliers to fully comply with:
 - (a) any measures required under Clause 7.11 of this Agreement;
 - (b) their relevant obligations under this Agreement; and
 - (c) any additional measures that the Director considers reasonable to resolve, avoid and/or mitigate the impact of the Change.
- 8.5 Where the Director is made aware of or, acting reasonably, considers that there shall or may be a requirement to improve the Services under one or more the Service Agreement and/or the End to End Services, the Director shall, take steps to enforce and implement the improvement including, without limitation:
 - 8.5.1 notifying any and all Supplier about the improvement identified if the Director reasonably considers it may impact upon them; and
 - 8.5.2 require the Suppliers fully comply with:
 - (a) any measures required under Clause 7.13 of this Agreement; and
 - (b) providing feedback on the improvement and suggests any amendments that they may require to ensure maximum efficiency and uninterrupted End to End Services for the Director;
 - (c) engaging with the Director and Relevant Third Party Suppliers to ensure the improvement efficiently addresses each Supplier's needs;
 - (d) their obligations under Clause 10 of this Agreement to keep the Operations Manual (including Dependencies) updated;
 - (e) their obligations under this Agreement;
 - (f) adopting any measures required by them under the provisions of their Service Agreement; and
 - (g) taking any additional measures that the Director considers reasonable to address, introduce and/or implement the improvement mechanism and resolve, avoid and/or mitigate the impact of the improvement.

9 ROLE OF THE NOMINATED LEAD

- 9.1 The Director may from time to time appoint a Nominated Lead to act on the Director's behalf in relation to any of the Director's rights and responsibilities under Clauses 7, 8, and/or 10 as if the Nominated Lead were the Director.
- 9.2 The Nominated Lead shall at all times perform any of the any of the delegated Director's rights and responsibilities in compliance with its Delegated Authority and Suppliers shall notify the Nominated Lead in place of the Director.

10 OPERATIONS MANUAL & DEPENDENCIES

- 10.1 Without prejudice to the remainder of this Clause 10, the Dependencies are binding on the Parties. The Parties acknowledge that the Operations Manual as described and updated pursuant to this Clause 10 is to be a guide. The Operations Manual will be a 'live' document which shall evolve throughout the duration of this Agreement to record the Responsibility Matrix and Dependencies between the Suppliers and the Director in relation to the Services and End to End Services.
- 10.2 Subject to the Suppliers' compliance with their obligations under Clause 10.3, the Director shall be responsible for:
- 10.2.1 developing and updating the Operations Manual in collaboration with the Suppliers both:
 - (a) during the on boarding of a new Supplier; and
 - (b) on an ongoing basis for the duration of this Agreement with assistance and input from the Suppliers;
 - (c) maintaining the Operations Manual throughout the term of this Agreement;
 - 10.2.2 initiating a review of the Operations Manual at least annually and, if sooner, as soon as reasonably possible of either a new Supplier becoming a party to this Agreement or the Parties agreeing a material change (as determined by the Director) to any component part of the End to End Services; and
 - 10.2.3 approving any changes to the Operations Manual in accordance with the process within Clause 10.4 and Schedule 3 (*Operations Manual & Dependencies*).
- 10.3 Each Supplier shall be responsible to the Relevant Third Party Suppliers and the Director to comply with the following obligations in relation to the Operations Manual and the Dependencies on and from their respective Commencement Date:
- 10.3.1 to work together to identify any gaps in the Operations Manual and/or Dependencies within it on a continuous basis;
 - 10.3.2 to provide assistance to the Director to enable the Director to review and amend the Operations Manual to ensure it captures all relevant processes, procedures and Dependencies between the different aspects of the End to End Services and Suppliers;
 - 10.3.3 as soon as reasonably practicable and in any event within thirty (30) Working Days of receipt of an instruction from the Director to review the Operations Manual, to notify the Director in writing where it reasonably believes that the Operations Manual requires an amendment or further review, setting out details of the proposed amendments and the impact of the proposed amendments and the risks if the amendments are not made (including where Dependencies have not been documented or documented with sufficient detail); and
 - 10.3.4 in relation to the on boarding of a new Supplier to comply with the process within Clause 10.5.

- 10.4 Changes to the Operations Manual will be agreed in advance between the Parties in accordance with Paragraph 3 of Schedule 3 (*Operations Manual & Dependencies*) to reflect changes that may occur, including without limitation, as a result of:
- 10.4.1 the addition of new Services and/or Suppliers;
 - 10.4.2 the decommissioning of existing Services and/or Suppliers;
 - 10.4.3 substantial changes to the manner in which existing Services are delivered; and/or
 - 10.4.4 any other changes to any of the End to End Services which may have an impact on the Operations Manual and the Dependencies between Suppliers.

For the avoidance of doubt, if the Parties cannot agree the changes to the Operations Manual then the Director shall have complete discretion to determine the final form of the Operations Manual taking into consideration the Suppliers recommendations as far as possible.

- 10.5 The Parties are bound to comply with the Dependencies and the Parties acknowledge that any changes to the Dependencies will be agreed in advance between the Parties in accordance with Paragraph 3 of Schedule 3 (*Operations Manual & Dependencies*) to reflect changes that may occur, including without limitation, as a result of:
- 10.5.1 the addition of new Services and/or Suppliers;
 - 10.5.2 the decommissioning of existing Services and/or Suppliers;
 - 10.5.3 substantial changes to the manner in which existing Services are delivered; and/or
 - 10.5.4 any other changes to any of the End to End Services which may have an impact on the Dependencies between Suppliers.

PROVIDED ALWAYS THAT where a new Supplier is introduced (through on-boarding or as a replacement) then the following procedure shall be followed: the Director and the new Supplier having identified the Dependencies in draft form, the Director shall provide the Relevant Third Party Suppliers with a copy of the draft Dependencies for their review at least twenty (20) Working Days prior to the due date of the new Supplier commencing the provision of the Services. The Relevant Third Party Suppliers shall have ten (10) Working Days (or such other time as notified by the Director) to respond with any comments, concerns or amendments including to existing Dependencies in relation to the draft Dependencies in consideration of the delivery of the Services and/or End to End Services. If the Relevant Third Party Suppliers do not respond within the specified timeframe the Director may deem their silence consent to the draft Dependencies. Should a Relevant Third Party Supplier provide a response to the draft Dependencies, the Director shall consider the Relevant Third Party Supplier's response before confirming the finalised Dependencies. For the avoidance of doubt, if the Parties cannot agree the changes to the Dependencies then the Director shall have complete discretion to determine the Dependencies taking into consideration all of the Suppliers recommendations as far as possible. The Parties hereby acknowledge and agree that the Suppliers have been put on notice that at any time during the Term the Director may request the Supplier to share their solution for existing Services with the Director and/or a new Supplier and their representatives.

11 GOVERNANCE

- 11.1 The Suppliers acknowledge that their respective relationships with the Director are governed by the governance and contract management provisions within their relevant Service Agreement and as set out in each Supplier's respective Service Agreement.

12 WARRANTIES

- 12.1 Each Supplier hereby represents and warrants to each Relevant Third Party Supplier and the Director that:

- 12.1.1 all acts, conditions, authorisations, consents (including shareholder or parent company consents) and other things (including all licences and permits) required in order to enable it lawfully to enter into, exercise its rights under or perform its obligations under this Agreement and any other documents to be executed in connection with it or to authorise the same, have been duly done, fulfilled, obtained and performed and are in full force and effect;
- 12.1.2 it will, so far as it is reasonably able and within its power to do so, maintain all required communications connections, power and other services necessary to perform its obligations under this Agreement;
- 12.1.3 in respect of itself it is duly incorporated and validly existing under the laws of England and Wales and is fully qualified and empowered to own its assets and carry on its business;
- 12.1.4 it has the requisite power, right and authority to enter into and perform its obligations under this Agreement, and this Agreement when executed will constitute valid, lawful and binding obligations on it, enforceable in accordance with its terms;
- 12.1.5 neither the execution nor the delivery nor the performance of this Agreement will:
 - (a) result in a breach of, or constitute a default under, or require the consent of a person under, any agreement or arrangement by which it is bound;
 - (b) conflict with its constitutional documents or result in a breach of any provision of its memorandum or articles of association; or
 - (c) result in a breach of any law, regulation, order, judgement or decree of any court or government; and
- 12.1.6 it will undertake all of its obligations under this Agreement in accordance with Good Industry Practice and the co-operation obligations set out in Clauses 4, 5 and 6.
- 12.2 The express provisions of this Agreement are in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise (including implied undertakings of satisfactory quality, conformity with description and reasonable fitness for purpose), all of which are hereby excluded to the maximum extent permitted by law.
- 12.3 Each Supplier warrants to and undertakes with the Relevant Third Party Suppliers that:
 - 12.3.1 it shall promptly comply with all its obligations under its Service Agreement and this Agreement to the extent necessary to ensure that the Relevant Third Party Suppliers are not adversely impacted in their ability to perform their obligations under the respective Service Agreement and this Agreement and provided always that no Supplier is required to extend such co-operation to the extent that it is performing obligations of Relevant Third Party Supplier's under its respective Service Agreement;
 - 12.3.2 the performance of its obligations under its Service Agreement shall not cause or contribute to any breach by any Relevant Third Party Supplier of its obligations under or pursuant to, or otherwise give rise to any liability or loss to that Supplier in respect of its Service Agreement;
 - 12.3.3 save where set out in this Agreement, it will not waive or compromise any of its rights or claims under its Service Agreement without the consent of any Relevant Third Party Supplier (such consent not to be unreasonably withheld or delayed) who would otherwise be adversely impacted by the waiver or compromise;
 - 12.3.4 save where set out in this Agreement, it will not waive or compromise any of its rights or claims under this Agreement without the consent of any of the Director or any Relevant Third Party Supplier (such consent not to be unreasonably withheld or delayed) who would otherwise be adversely impacted by the waiver or compromise;

- 12.3.5 it shall comply with its relevant obligations in the Operations Manual as may be amended and/or updated from time to time; and
- 12.3.6 it shall observe and perform its obligations as set out in the Responsibility Matrix.

13 CHANGE CONTROL

- 13.1 The provisions of the Change Control Procedure within the Service Agreements shall apply as if they were incorporated hereto '*mutatis mutandis*' in respect of all Changes except as otherwise expressly provided in this Agreement and/or as instructed by the Director.

14 IMPLEMENTATION

- 14.1 The Service Agreements each contain an Outline Implementation Plan at Schedule 6.1 (*Implementation Plan*) identifying how the service will be implemented by each of the Suppliers. However, the Parties recognise that there are interdependencies between the Parties to ensure the Implementation is delivered to time and cost whilst ensuring business continuity both prior to and following the Operational Service Commencement Date.
- 14.2 Therefore, the Director will produce a Detailed Implementation Plan, based on the individual Implementation Plans set out in all the respective Supplier's Service Agreement in place on each Service Agreement's relevant Commencement Date as soon as reasonably possible following such Commencement Date and/or following any subsequent Service Agreement added to the definition hereunder following their relevant Commencement Date. Where the Detailed Implementation Plan materially differs from the Outline Implementation Plan:
 - 14.2.1 the Director (either directly or via the Nominated Lead if within its Delegated Authority) and the relevant Suppliers shall work together to identify the impact of such differences; and
 - 14.2.2 in the event the differences impact on the Supplier's costs, any such changes to the fees payable by the Director shall be processed using the Change Control Procedure within the relevant Service Agreement.
- 14.3 For the avoidance of doubt, nothing in this Clause 14 shall supersede or otherwise interfere with the mechanisms set out in the respective Service Agreements relating to Delay or Default.
- 14.4 In the event that one or more of the Suppliers are in breach of their obligations within their Service Agreement and/or under this Agreement unless the Supplier can evidence in accordance with the provisions of their respective Service Agreement that such Supplier Non-Performance would not have occurred but for a Director Cause or Force Majeure Event pursuant to the terms of their respective Service Agreements:
 - 14.4.1 where that breach is caused by the Default due to the act or omission of a single Supplier that Supplier shall be solely liable for the breach; or
 - 14.4.2 where that breach is caused or contributed to by the default or non-performance of more than one Supplier and it is not clear who the defaulting Suppliers are:
 - (a) then the defaulting Suppliers shall work together in good faith to determine the apportionment of the fault among themselves acting reasonably; and
 - (b) where the Suppliers cannot determine the apportionment of fault between them in accordance with Clause 14.4.2(a) then the Director shall, at its complete discretion and with the support of appropriate documentation provided by the Suppliers (as may be requested by the Director), determine the apportionment of the fault amongst the defaulting Suppliers. Where the Director cannot determine the apportionment for any reason (including due to a lack of documentation or information from the Suppliers) then the default position for apportioning of the fault shall be to split it equally across the defaulting Suppliers; or

- 14.4.3 where it is not clear who the defaulting Suppliers are in relation to any breach:
- (a) then all Suppliers shall work together in good faith to determine which Supplier is in Default and where more than Supplier is in Default the percentage apportionment of Default; and
 - (b) where the Suppliers cannot determine the Suppliers at fault and the apportionment of fault between them in accordance with Clause 14.4.3(a) then the Director shall, at its complete discretion and with the support of appropriate documentation provided by the Suppliers (as may be requested by the Director), determine the defaulting Suppliers and the apportionment of the fault amongst them. Where the Director cannot determine the apportionment for any reason (including due to a lack of documentation or information from the Suppliers) then the default position for apportioning of the fault shall be to split it equally across the defaulting Suppliers; and
- 14.4.4 the Director shall bring a claim under the terms of the Supplier's respective Service Agreement to calculate the relevant defaulting Supplier's liability.

15 PERFORMANCE REVIEW

- 15.1 Each Contract Year the Director will assess the performance of:
- 15.1.1 each Supplier for compliance with obligations under this Agreement and in particular Clauses 5, 6, 7 and 8;
 - 15.1.2 each Supplier for a Collaboration Score in relation to the Supplier Index Questionnaire Threshold Requirement; and
 - 15.1.3 all Suppliers under a single Customer Satisfaction Score which shall be determined as an output of the annual Customer Satisfaction Report in relation to the Customer Satisfaction Report Threshold Requirement.
- 15.2 The Director shall in the first month of each Contract Year notify each Supplier in writing of each of the terms of the Supplier Index and the Customer Satisfaction survey for each Contract Year confirming the scoring scale and Threshold Requirements it considers appropriate and that will apply. In addition to revising the content, the Director reserves the right to vary the aforementioned process for setting out the terms of the Supplier Index and the Customer Satisfaction survey for each Contract Year at its discretion by way of written notice to the Suppliers.
- 15.3 Every Contract Year each Supplier (and the Director) shall complete and return to the Director the Supplier Index Questionnaire within ten (10) Working Days of it being issued. The Director or its agent shall assess the results and publish a summary version and each Supplier shall be awarded a Collaboration Score in relation to its Threshold Requirement.
- 15.4 The Director or its agent, will operate a Customer Satisfaction survey process on a daily, monthly and annual basis. A single Customer Satisfaction Score shall be derived from the annual Customer Satisfaction Report in relation to the Suppliers' Customer Satisfaction Report Threshold Requirement.
- 15.5 Where there is negative feedback on the Customer Satisfaction surveys, at the Director's complete discretion:
- 15.5.1 the Suppliers shall meet with the Director within ten (10) Working Days (or as the Director may otherwise decide) to discuss with the Director how they intend to rectify and improve their performance in relation to the issues arising from the Collaboration Score; and
 - 15.5.2 the Director may;
 - (a) initiate a Rectification Plan and/or Change under the Supplier's respective Service Agreement, as the Director deems most appropriate; and/or

- (b) appoint a Remedial Adviser under the respective Service Agreement(s).

16 COLLABORATION REWARD POT

- 16.1 The Director will each Contract Year establish an annual Reward Pot payable to Suppliers pursuant to this Agreement and the outcomes from Clause 15 (with the exception of the monthly Customer Satisfaction surveys captured by the Director) in accordance with this Clause 16.
- 16.2 As soon as reasonably practicable following the commencement of a Contract Year, the Director shall notify each Supplier of:
- 16.2.1 the quantum of the Reward Pot that is available to each Supplier subject to meeting the Threshold Requirements in accordance with Clause 15 for the relevant Contract Year; and
 - 16.2.2 the allocated proportion of the Reward Pot attributable to each aspect of the matters set out in Clause 15.1.
- 16.3 The Suppliers acknowledge that:
- 16.3.1 the Reward Pot allocations will differ between Suppliers and may differ between Contract Years;
 - 16.3.2 the Director may, at its sole discretion, reduce the amount of each or all of the relevant Suppliers Reward Pot where it has paid out compensation to Customers during the cause of the year.

First requirement

- 16.4 In order to qualify for a payment from the Reward Pot in any Contract Year a Supplier must in the first instance have satisfied performance levels under its respective Service Agreement for the Contract Year in question. Those required standards will be set at the outset of each Contract Year by the Director notifying the Supplier at the same time as the notice issued pursuant to Clause 16.2.
- 16.5 As soon as reasonably practicable following the expiry of a Contract Year the Director shall notify each Supplier as to whether they have satisfied the performance requirements set pursuant to Clause 16.4 for the Contract Year in question. If not, then the Supplier will not be eligible for its share of the Reward Pot regardless of its performance measured pursuant to Clause 15.1 including the Threshold Requirements.

Second requirement

- 16.6 If the Supplier has satisfied and met the service standards for the Contract Year then the remaining provisions of this Clause 16 shall apply.
- 16.7 In relation to Clause 15.1.2, if the Supplier Index Collaboration Score awarded pursuant to Clause 15.3 is deemed:
- 16.7.1 satisfactory or higher the Supplier may, at the Director's complete discretion, be entitled to the relevant portion of the Reward Pot allocated to that Supplier Index; or
 - 16.7.2 unsatisfactory then the Supplier shall have failed to achieve the Collaboration Score relevant to the Supplier Index, the Supplier shall not be entitled to the relevant proportion of the Reward Pot allocated to the underachieved Supplier Index.
- 16.8 In relation to Clause 15.1.3, if the Customer Satisfaction Score awarded pursuant to Clause 15.4 is deemed:

16.8.1 satisfactory or higher the Supplier may, at the Director's complete discretion, the Suppliers may be entitled to the relevant portion of the Reward Pot allocated to the Customer Satisfaction Report; or

16.8.2 unsatisfactory then all the Suppliers shall have failed to achieve the Customer Satisfaction Score relevant to the Customer Satisfaction Report. No Supplier shall be entitled to the relevant proportion of the Reward Pot allocated to the underachieved Customer Satisfaction Report.

16.9 If the Director awards an element of the Reward Pot to any Supplier that Supplier confirms its commitment to share fifty percent (50%) of such sums directly with the workforce employed by the Supplier to work under its Service Agreement and this Agreement. Any failure to do so, shall disqualify the Supplier from being able to apply for any allocation of the Reward Pot in the following Contract Year.

17 PAYMENT AND INTEREST

17.1 Each Supplier acknowledges that any recoverable costs, expenses or other charges shall be payable solely through their respective Service Agreement. Except as otherwise provided for under this Agreement, the Suppliers shall not be entitled to recover any additional costs or expenses under this Agreement.

18 SUPPLIERS' LIABILITY

18.1 This Clause 18 shall only apply to liabilities between the respective Suppliers. The Clause shall not apply so as to limit or exclude any liability between the respective Suppliers and the Director in which respect the provisions of their respective Service Agreements shall apply.

18.2 None of the Suppliers shall exclude or limit its liability for:

18.2.1 death or personal injury caused by its negligence or that of its employees or agents;

18.2.2 fraud; or

18.2.3 breach of any obligation as to title implied by statute.

18.3 Subject always to Clauses 18.1 and 18.2:

18.3.1 no Supplier shall be liable to a Relevant Third Party Supplier for any and all claims whether in contract, tort (including negligence), misrepresentation (other than where made fraudulently), breach of statutory duty or otherwise arising out of or in connection with this Agreement, except in relation to Clauses 22, 23 and 24 to the extent caused by its own default in which case the defaulting Supplier's liability shall be unlimited (in respect of any claim or series of claims) in relation to this Agreement; and

18.3.2 in respect of any liabilities between the Director and one or more of the Suppliers the terms of the Service Agreement shall apply for all claims whether in contract, tort (including negligence), misrepresentation (other than where made fraudulently), breach of statutory duty or otherwise arising out of or in connection with this Agreement, such liabilities shall be subject to the respective limits set out in the Service Agreement.

18.4 Subject always to Clause 18.2, in no event shall any Supplier be liable to any Relevant Third Party Supplier for:

18.4.1 any indirect, special or consequential loss or damage; and/or

18.4.2 any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).

19 TERMINATION

19.1 Subject to Clause 20.2, this Agreement shall terminate on the sooner of either:

19.1.1 termination or expiry of all Service Agreements; or

19.1.2 the written consent of all Parties.

19.2 In the event of any Service Agreement being terminated or expiring in accordance with its terms, this Agreement shall terminate in so far as the terminated Supplier is concerned (but shall continue as between the Director and the Relevant Third Party Suppliers) but without prejudice to the accrued rights and liabilities (if any) of the Parties under this Agreement at the date of termination.

20 CONSEQUENCES OF TERMINATION

20.1 On termination of this Agreement or the termination as it applies to a Supplier, each Supplier shall ensure that:

20.1.1 all documentation; and

20.1.2 all information (including all copies of such information stored in any written or electronic form),

which constitutes the Confidential Information of a Relevant Third Party Supplier shall be returned to the relevant Party forthwith (except where the disclosing Party of such information agrees that the information may be securely disposed of) or, if not the former, which is provided by the Director and/or Relevant Third Party Suppliers in relation to this Agreement, the Services and/or End to End Services shall be destroyed immediately.

20.2 The termination of this Agreement for any reason whatsoever whether in whole or as it applies to a Supplier, or its expiry:

20.2.1 shall not prevent the following Clauses to continue in force: Clauses 18 (*Suppliers' Liability*), 19 (*Termination*), 20 (*Consequences of Termination*), 21 (*No Claim Against the Director*), 22 (*Confidentiality*), 23 (*Data Protection*), 24 (*Intellectual Property Rights*), 25 (*Miscellaneous*), 27 (*Dispute Resolution Procedure*), 28 (*Entire Agreement*), 29 (*Third Party Rights*), and 32 (*Governing Law and Jurisdiction*);

20.2.2 shall not affect any provision of this Agreement which by its very nature should survive or operate in the event of the termination of this Agreement; and

20.2.3 shall not prejudice or affect the rights of any Party against another in respect of any breach of this Agreement or in respect of any monies payable by one Party to another in respect of any period prior to termination or expiry. This Clause 20 shall not affect any rights contained in this Agreement which expressly allow a Party to withhold payment in specified circumstances.

21 NO CLAIM AGAINST THE DIRECTOR

21.1 Each Supplier agrees that it shall not pursue any claim for any loss (including loss of revenue), cost, expense or other liabilities against the Director and shall only be entitled to pursue claims as provided for in the relevant Service Agreement and consequently each Supplier hereby releases the Director from all and any rights which the Supplier may have to claim any such losses under this Agreement.

21.2 Except as expressly permitted under this Agreement, each Supplier agrees that it shall not pursue any claim for any loss (including loss of revenue), cost, expense or other liabilities against any Relevant Third Party Supplier and shall only be entitled to pursue claims against the Director as provided for in the relevant Service Agreement and consequently each Supplier hereby releases the Relevant Third

Party Suppliers from all and any rights which the Supplier may have to claim any such losses under this Agreement unless this Agreement otherwise permits.

22 CONFIDENTIALITY

- 22.1 For the purposes of this Clause 22, 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.
- 22.2 Except to the extent set out in this Clause 22 or where disclosure is expressly permitted elsewhere in this Agreement, the Recipient shall:
- 22.2.1 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);
 - 22.2.2 not disclose the Disclosing Party’s Confidential Information to any other person except as expressly set out in this Agreement or without obtaining the owner’s prior written consent;
 - 22.2.3 not use or exploit the Disclosing Party’s Confidential Information in any way except for the purposes anticipated under this Agreement; and
 - 22.2.4 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.
- 22.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
- 22.3.1 the Recipient is required to disclose the Confidential Information by Law, provided that Clause 24 (*Transparency and Freedom of Information*) of their respective Service Agreement shall apply to disclosures required under the FOIA or the EIRs;
 - 22.3.2 the need for such disclosure arises out of or in connection with:
 - (a) any legal challenge or potential legal challenge against the Director and/or Relevant Third Party Supplier arising out of or in connection with this Agreement;
 - (b) the examination and certification of the Director’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 Director is making use of any Services provided under this Agreement; or
 - (c) the conduct of a Central Government Body review in respect of this Agreement; or
 - 22.3.3 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.
- 22.4 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.
- 22.5 A Supplier may disclose the Confidential Information of the Director and/or Relevant Third Party Supplier on a confidential basis only to:
- 22.5.1 its Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Supplier’s obligations under this Agreement;

22.5.2 its auditors; and

22.5.3 its professional advisers for the purposes of obtaining advice in relation to this Agreement.

Where a Supplier discloses Confidential Information of the Director and/or Relevant Third Party Supplier pursuant to this Clause 22.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Agreement by the persons to whom disclosure has been made.

22.6 The Director may disclose the Confidential Information of a Supplier:

22.6.1 on a confidential basis to any Central Government Body for any proper purpose of the Director or of the relevant Central Government Body;

22.6.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

22.6.3 to the extent that the Director (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

22.6.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 22.6.1 (including any benchmarking organisation) for any purpose relating to or connected with this Agreement;

22.6.5 on a confidential basis for the purpose of the exercise of its rights under this Agreement, including the Audit Rights, its rights to appoint a Remedial Adviser pursuant to Clause 32 (*Remedial Adviser*) and Exit Management rights under their respective Service Agreement; or

22.6.6 on a confidential basis to a proposed Successor Body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Agreement,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Director under this Clause 22.

22.7 Nothing in this Clause 22 shall prevent a Recipient from using any techniques, ideas or Know-How gained during the performance of this Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

22.8 The undertakings and other provisions of this Clause 22 shall continue in force without limit in time and shall survive termination of this Agreement, but shall cease to apply to information which may enter the public domain otherwise than through the unauthorised disclosure by or fault of the recipient of the Confidential Information or by a person with whom such recipient is connected in any way.

22.9 Each Supplier acknowledges that damages alone may not be an adequate remedy in the event of breach of the provisions of this Clause. Accordingly, it is agreed that any Party shall be entitled, without proof of special damages, to seek an injunction or other interim remedy for any threatened or actual breach of this Clause, without prejudice to any other rights and remedies which that Party may have.

23 DATA PROTECTION

23.1 Each Supplier's attention is drawn to the Data Protection Act 2018, the UK GDPR (meaning Regulation 2016/679 of the European Parliament and of the Council of 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018), and 00/31/EC of the European Parliament and any legislation and/or regulations implementing them (all referred to together as the "**Data Protection Requirements**").

- 23.2 Each Supplier warrants that they will duly observe all their obligations under the Data Protection Requirements that arise in connection with this Agreement.
- 23.3 In particular, a Supplier (the “**Data Processor**”) shall, in relation to the processing of a Relevant Third Party Supplier's (the “**Data Controller**”) Personal Data:
- 23.3.1 only carry out processing on the Data Controller's instructions;
 - 23.3.2 implement appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access; and
 - 23.3.3 take reasonable steps to ensure the reliability of staff that have access to Personal Data.
- 23.4 The Suppliers shall not transfer any Personal Data received from any other Party outside of the UK without the prior written consent of the other Party that is the Data Controller.
- 23.5 The Suppliers acknowledge that they will need to co-operate with each other to ensure that Personal Data is processed in accordance with the Data Protection Requirements and where necessary, if required by the Director, the Suppliers may be required to:
- 23.5.1 agree variations to this Agreement; and
 - 23.5.2 enter into additional agreements with one another,
- if so required by the Director to ensure that the Data Protection Requirements are met.

24 INTELLECTUAL PROPERTY RIGHTS

- 24.1 Except as expressly agreed otherwise in writing or as otherwise set out in the respective Service Agreement, all Existing IPR shall remain vested in that Party.
- 24.2 To the extent that a Supplier (the “**Supplier Licensee**”) requires the use of any Relevant Third Party Supplier's (the “**Supplier Licensor**”) Existing IPR in connection with this Agreement and/or the relevant Service Agreement, the Supplier Licensor shall, subject to Clause 24.3, grant to the Supplier Licensee (or shall procure that the licensor of the Existing IPR shall grant) a non-exclusive, non-transferable, royalty free licence to use the Existing IPR only to the extent necessary to enable the Supplier Licensee to perform its obligations under this Agreement and/or under the relevant Service Agreement.
- 24.3 The licence granted under Clause 24.2:
- 24.3.1 shall continue for so long as the relevant Supplier requires such rights of use in order to perform its obligations under this Agreement and/or under the relevant Service Agreement; and
 - 24.3.2 shall be subject to the Supplier Licensee paying a licence fee calculated by reference to the licence fee payable by the Director under the Supplier Licensors Service Agreement, or otherwise at an agreed rate not to exceed the licence fee available commercially to licensees of the Supplier Licensor for that Software.
- 24.4 For the avoidance of doubt all Parties to this Agreement shall not infringe any Intellectual Property Rights of any third party in supplying the Services during and after the Term, shall indemnify and keep indemnified and hold the Director and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Director or the Crown may suffer or incur as a result of or in connection with any breach of this Clause.

25 MISCELLANEOUS

- 25.1 The following Clauses of the Supplier's respective Service Agreement shall apply '*mutatis mutandis*' to this Agreement except as otherwise expressly provided in this Agreement and/or as instructed by the Director: 26 (*Publicity and Branding*), 38 (*Compliance*), 39 (*Assignment and Novation*), 40 (*Waiver and Cumulative Remedies*), 41 (*Relationship of the Parties*), 42 (*Prevention of Fraud and Bribery*), 44 (*Severance*), 45 (*Further Assurances*), with the exclusion of Clause 48.3, 48 (*Notices*) and 49 (*Disputes*).

26 ACCESSION

- 26.1 From the date hereof, the Director shall be able to engage a new Supplier to join as a Party to this Agreement and:
- 26.1.1 the Director shall procure that such new Supplier executes a Deed of Accession, in the form set out in Schedule 4, Part 1, or such other similar agreement as is agreed by all of the Parties to this Agreement (acting reasonably); and
- 26.1.2 the Parties as of the date of the new Supplier's execution of the Deed of Accession shall execute the same Deed of Accession in the form set out in Schedule 4, Part 1.
- 26.2 Following termination of any Service Agreement prior to expiry or termination of all other Service Agreements, the Director shall where required promptly engage a replacement for the terminated Supplier and:
- 26.2.1 the Director shall procure that such replacement Supplier executes a Deed of Accession, in the form set out in Schedule 4Part 2, or such other similar agreement as is agreed by all of the Parties to this Agreement (acting reasonably) and the replacement Supplier; and
- 26.2.2 the Parties (but other than the Supplier being replaced) shall execute the same Deed of Accession in the form set out in Schedule 4Part 2.

27 DISPUTE RESOLUTION PROCEDURE

- 27.1 Any Dispute between the Director and another Party or other Parties to this Agreement, is governed by the respective Service Agreement. If the Director requests that a Supplier joins a Dispute Resolution Procedure that has commenced with another Relevant Third Party Supplier pursuant to a Service Agreement via the Multi Party Dispute Resolution Procedure in that Service Agreement, the Supplier shall comply with that request and be bound to follow that Multi-Party Dispute Resolution Procedure.
- 27.2 Any Dispute between the Suppliers where the Director is not a party to that Dispute, is governed by Schedule 2 (*Dispute Resolution Procedure*) and should a Supplier serve or receive a Dispute Notice under Schedule 2 (*Dispute Resolution Procedure*), they shall notify the Director of the same and provide reasonable information to the Director of the nature and progress of the Dispute.

28 ENTIRE AGREEMENT

- 28.1 This Agreement and the Service Agreements constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.
- 28.2 Neither Party has been given, nor entered into this Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Agreement.
- 28.3 Nothing in this Clause 28 shall exclude any liability in respect of misrepresentations made fraudulently.

29 THIRD PARTY RIGHTS

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

30 AMENDMENTS

This Agreement may not be varied or amended except in writing and signed by duly authorised representatives of all the Parties.

31 NOTICES

- 31.1 Notices under this Agreement shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:

	Supplier	Director
Contact:		
Address:		
E-mail:		

32 GOVERNING LAW AND JURISDICTION

- 32.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 32.2 Subject to Clause 49 (*Disputes*) of the Supplier's respective Service Agreement and Schedule 2 to this Agreement (*Dispute Resolution Procedure* (including the Director's right to refer the dispute to arbitration)), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this Agreement

EXECUTED AS A DEED by)
THE DIRECTOR OF SAVINGS acting by its duly)
authorised signatory)
in the presence of:)
)
)
)

Witness Signature:

Full Name:

Address:

Occupation:

EXECUTED AS A DEED by)
[Supplier])
acting by its duly authorised)
attorney)
in the presence of:)
)
)
)

Witness Signature:

Full Name:

Address:

Occupation:

SCHEDULE 1 – DEFINITIONS

Unless otherwise provided or the context otherwise requires the following expressions shall have the meanings set out below.

Achieve means:

- (a) in respect of a Test, to successfully pass a Test without any Test Issues; and
- (b) in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone in accordance with the provisions of Schedule 6.2 (*Testing Procedures*) of the Supplier's respective Service Agreement,

and "**Achieved**" and "**Achievement**" shall be construed accordingly.

Affected Party means the Party seeking to claim relief in respect of a Force Majeure Event.

Affiliate means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.

Agreement means this agreement as may be accessioned and, as applicable, assigned in accordance with its terms.

Associated Person has the meaning given to it in section 44(4) of the Criminal Finances Act 2017.

Associates means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between twenty percent (20%) and fifty percent (50%) of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles.

Central Government Body means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- (a) Government Department;
- (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- (c) Non-Ministerial Department; or
- (d) Executive Agency.

Change means any change to this Agreement or to any Service Agreement, as the context requires.

Change Control Procedure means the procedure for changing this Agreement or any Service Agreement as applicable, as more accurately described in Schedule 8.2 (*Change Control Procedure*) of each Supplier's respective Service Agreement.

Change Proposal has the meaning given in Schedule 8.2 (*Change Control Procedure*) of each Supplier's respective Service Agreement.

Commencement Date means this Agreement shall take effect and be binding upon each Supplier and the Director in relation to their respective obligations on and from the date that their respective Service Agreements come into legal effect. For the avoidance of doubt, a Supplier shall not owe a duty to a Relevant Third Party Supplier under this Agreement unless and until both Suppliers have binding Service Agreements.

Committee has the meaning given in Schedule 8.1 (*Governance*) of each Supplier's respective Service Agreement.

Confidential Information means:

- (a) Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Agreement that relates to:
 - (i) the Disclosing Party Group; or
 - (j) the operations, business, affairs, developments, intellectual property rights, trade secrets, Know-How and/or personnel of the Disclosing Party Group;
- (b) other Information provided by the Disclosing Party pursuant to or in anticipation of this Agreement that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with this Agreement;
- (c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Agreement and all matters arising therefrom; and
- (d) Information derived from any of the above,

but not including any Information which:

- (a) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;
- (b) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;
- (c) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality;
- (d) was independently developed without access to the Confidential Information; or
- (e) relates to the Supplier's:
 - (i) performance under this Agreement; or
 - (ii) failure to pay any Sub-contractor as required pursuant to Clause 15.4 (*Supply Chain Protection*) of their respective Service Agreement.

Continuous Improvement Plan means the plan produced and maintained by the Director in conjunction with the Supplier and Relevant Third Party Suppliers, as described in Schedule 8.8 (*Continuous Improvement*) of each Supplier's respective Service Agreement.

Contract Year means:

- (a) a period of twelve (12) months commencing on the Effective Date; or
- (b) thereafter a period of twelve (12) months commencing on each anniversary of the Effective Date,

provided that the final Contract Year shall end on the expiry or termination of the Term.

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

Collaboration Manager shall be as defined under Clause 4.2.

Collaboration Score means the score attributed to the Supplier’s performance under the Supplier Index Questionnaire in accordance with the Supplier Index and whether it is unsatisfactory; satisfactory or excellent.

Customer Satisfaction means that the Director’s Customers and/or Users have been adequately served through the provision of the Services as evidenced by the achievement of the Threshold Requirement score in a Customer Satisfaction Report.

Customer Satisfaction Report means the report issued by the Director pursuant to Clause 15.4 about the end to end performance and delivery against stated objectives of the Director and taking into account the feedback from Customers or other applicable users of the End to End Service.

Customer Satisfaction Score means the score attributed to customer satisfaction and derived from the annual Customer Satisfaction Report in accordance with the Customer Satisfaction survey and whether it is unsatisfactory; satisfactory or excellent.

Data Protection Requirements has the meaning given in Clause 23.1.

Deed of Accession means the deed of accession in a form as set out at Schedule 4.

Default means any breach of the obligations of the relevant Party (including failure to meet obligations under their Service Agreement or abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement:

- (a) in the case of the Director, of its employees, servants, agents; or
- (b) in the case of a Supplier, of its Sub-contractors or any of its Supplier Personnel,

in connection with or in relation to the subject-matter of this Agreement (including each of the Supplier’s respective Service Agreement).

Definition Phase has the meaning given in Schedule 8.2 (*Change Control Procedure*) of each Supplier’s respective Service Agreement.

Delay means:

- (a) a delay in the Achievement of a Milestone by its Milestone Date; or
- (b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan.

Delegated Authority means the authority granted to the Nominated Lead by the Director as may be amended from time to time as notified by the Director to the other Parties hereunder.

Deliverable means an item or feature delivered or to be delivered by the Supplier at or before a Milestone Date or at any other stage during the performance of their respective Service Agreement.

Dependencies means any dependency and/or interface of the respective Services between the Parties, as identified and notified to the Parties, and as may be updated from time to time, which each Supplier must comply with to enable the Relevant Third Party Suppliers to comply with their respective obligations under the relevant Service Agreements, this Agreement and to deliver the Director’s End to End Service requirements (and which for information purposes will be included in the Operations Manual).

Dependent Parent Undertaking means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the relevant Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Agreement and/or their respective Service Agreement, including for the avoidance of doubt the provision of the Services in accordance with the terms of their respective Service Agreement.

Detailed Implementation Plan means the plan developed and revised from time to time in accordance with Paragraphs 3 and 4 of Schedule 6.1 (*Implementation Plan*) of each Supplier's respective Service Agreement.

Director Cause means any material breach by the Director of any of the Director Responsibilities, except to the extent that such breach is:

- (a) the result of any act or omission by the Director to which the respective Supplier has given its prior consent; or
- (c) caused by the Supplier, any Sub-contractor or any Supplier Personnel.

Director Responsibilities has the meaning given in Schedule 1 (*Definitions*) of each Supplier's respective Service Agreement.

Director Software means software which is owned by or licensed to the Director (other than under or pursuant to this Agreement and/or any of the Service Agreements) and which is or will be used by one or more of the Suppliers for the purposes of providing the Services.

Disclosing Party has the meaning given in Clause 22.1.

Disclosing Party Group means:

- (a) where the Disclosing Party is the Supplier, the Supplier and any Affiliates of the Supplier; and
- (b) where the Disclosing Party is the Director, the Director and any Central Government Body with which the Director or the Supplier interacts in connection with this Agreement.

Dispute means any dispute, difference or question of interpretation arising out of or in connection with this Agreement, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure.

Dispute Notice has the meaning given to it in Paragraph 2.1 of Schedule 2.

Dispute Resolution Procedure the dispute resolution procedure set out in Schedule 2.

End to End Service means the Services delivering an end to end solution to the Director by the Supplier and the Relevant Third Party Supplier and achieving Customer Satisfaction.

Events shall have the meaning given in Clause 7.5.

Force Majeure Event means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event.

Forum has the meaning given in Schedule 8.1 (*Governance*) of each Supplier's respective Service Agreement.

Good Industry Practice means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services or part of them (as appropriate to the context in which this

expression is used) similar to or the same as the Services to a customer like the Director, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws.

Impact Assessment has the meaning given in Schedule 8.2 (*Change Control Procedure*) of each Supplier's respective Service Agreement.

Information means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form).

Implementation Plan means the Outline Implementation Plan or (if and when approved by the Director pursuant to Paragraph 3 of Schedule 6.1 (*Implementation Plan*) of each Supplier's respective Service Agreement) the Detailed Implementation Plan as updated in accordance with Paragraph 4 of Schedule 6.1 (*Implementation Plan*) of each Supplier's respective Service Agreement from time to time.

Intervention Cause has the meaning given in Clause 32.1 (*Remedial Adviser*) of each Supplier's respective Service Agreement.

Intellectual Property Rights or IPRs means:

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, Trade Marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (c) all other rights having equivalent or similar effect in any country or jurisdiction.

Know-How means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Services but excluding know-how already in the other Party's possession before this Agreement.

Law means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier or the Director is bound to comply or with which the Director has decided voluntarily to comply.

Milestone means an event or task described in the Implementation Plan which, if applicable, shall be completed by the relevant Milestone Date.

Milestone Achievement Certificate means the certificate to be granted by the Director when the relevant Supplier has Achieved a Milestone, which shall be in substantially the same form as that set out in Annex 3 of Schedule 6.2 (*Testing Procedures*) of their respective Service Agreement.

Milestone Date means the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved.

Multi Party Dispute Resolution Procedure has the meaning given in Schedule 1 (*Definitions*) of each Supplier's respective Service Agreement.

Nominated Lead shall mean the Director or such other Party as the Director may from time to time nominate in accordance with Clause 9.

Notifiable Default shall have the meaning given in Clause 30.1 (*Rectification Plan Process*) of each Supplier's respective Service Agreement.

Operational Service Commencement Date in relation to an Operational Service, the later of:

- (a) the date identified in the Operational Services Implementation Plan upon which the Operational Service is to commence; and
- (b) where the Implementation Plan states that each Supplier must have Achieved the relevant ATP Milestone (as defined in their respective Service Agreement) before it can commence the provision of that Operational Service, the date upon which the Supplier Achieves the relevant ATP Milestone.

Operational Services means the operational services described as such in the Services Description.

Operations Manual means the manual produced and maintained in accordance with the provisions of Clause 10 (*Operations Manual & Dependencies*) incorporating the Responsibility Matrix and Dependencies.

Outline Implementation Plan means the outline plan set out at Annex 1 of Schedule 6.1 (*Implementation Plan*) of each Supplier's respective Service Agreement.

Parent Undertaking has the meaning set out in section 1162 of the Companies Act 2006.

Partnership Development Working Group is one of the Working Groups that will be created from the first Supplier's Effective Date, in each case as more accurately described in Schedule 8.1 (*Governance*) of each Supplier's respective Service Agreement.

Party means each party to this Agreement.

Personal Data has the meaning given in the UK GDPR.

[Digital Integration and Service Operations] Services means the service to provide ☒ services under the [Digital Integration and Service Operations] Service Agreement.

[[Digital Experience and Digital Enablement] Services means the service to provide ☒ services under the [Digital Experience and Digital Enablement] Service Agreement.]

[[Customer Contact and Operations] Services means the service to provide ☒ services under the [Customer Contact and Operations] Service Agreement.]

[[Core Banking, Payment and Reporting] Services means the service to provide ☒ services under the [Core Banking, Payment and Reporting] Service Agreement.]

Recipient has the meaning given in Clause 22.1.

Rectification Plan means a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default.

Related Services means has the meaning given in Schedule 1 (*Definitions*) of each Supplier's respective Service Agreement.

Relevant Third Party Supplier shall means a third party supplier which is party to another Service Agreement with the Director, and which is subject to this Agreement.

Remedial Adviser means the person appointed pursuant to Clause 32.2 (*Remedial Adviser*) of the Supplier's respective Service Agreement.

Responsibility Matrix means the matrix of responsibility between the Parties in relation to the Dependencies and as may be amended from time to time (and which for information purposes will be included in the Operations Manual).

Reward Pot means the sum allocated by the Director for each Contract Year that a Supplier may be entitled to be paid provided it satisfies the requirements within Clause 16.

Schedules unless otherwise provided references to Schedules are references to the schedules of this Agreement and references in any Schedule to Paragraphs, Parts and Annexes are, unless otherwise provided, references to the paragraphs, parts and annexes of the Schedule or the Part of the Schedule in which the references appear.

Service Agreement means the service agreements entered into between the Director; and any and/or all of the Suppliers of the four (4) interfacing technology service packages, and **Service Agreements** shall mean one (1) or more of the above as the context requires.

Service Recipients has the meaning given in Schedule 1 (*Definitions*) of each Supplier's respective Service Agreement.

Services means the Digital Experience and Digital Enablement Services and/or the Relevant Third Party Supplier's services (including those provided by the current provider) as the context requires.

Services Description means the services description set out in Schedule 2.1 (*Services Description*) of each Supplier's respective Service Agreement.

SIAM means the service integration and management role in relation to the End to End Services.

Sub-contractor means any third party with whom:

- (a) the Supplier enters into a Sub-contract; or
 - (b) a third party under (a) above enters into a Sub-contract,
- or the servants or agents of that third party.

Subsidiary Undertakings has the meaning set out in section 1162 of the Companies Act 2006.

Supplier means:

- (a) [provider of Digital Integration and Service Ops];
- (b) the procured supplier for Digital Experience and Digital Enablement;
- (c) the procured supplier for Customer Contact and Operations; and
- (d) the procured supplier for Core Banking, Payment and Reporting,

and "**Suppliers**" shall mean one or more of the above as the context requires.

Supplier Index means the index attributed by the Director annually to each Supplier under Clause 15.2 for attributing a Collaboration Score to the Supplier's performance under Clause 15.1.2.

Supplier Index Questionnaire means the questionnaire issued by the Director pursuant to Clause 15.3 seeking feedback from the Suppliers and the Director about the collaborative performance of the Relevant Third Party Suppliers and the Director.

Supplier Group means each Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings.

Supplier Non-Performance has the meaning given in Clause 34.1 (*Director Cause*) of each Supplier's respective Service Agreement.

Supplier Personnel means all directors, officers, employees, agents, consultants and contractors of a respective Supplier and/or of any Sub-contractor engaged in the performance of the relevant Supplier's obligations under this Agreement and/or their respective Service Agreement.

Test Issues has the meaning given in Schedule 6.2 (*Testing Procedures*) of each Supplier's respective Service Agreement.

Tests and **Testing** means any tests required to be carried out under the Supplier's respective Service Agreement, as further described in Schedule 6.2 (*Testing Procedures*) of their respective Service Agreement and "**Tested**" shall be construed accordingly.

Threshold Requirements means those requirements related to collaboration activities that each Supplier will be adjudged against pursuant to Clause 15.

UK GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018.

Working Day means any day other than a Saturday, Sunday or public holiday in England and Wales.

Working Group has the meaning given in Schedule 8.1 (*Governance*) of each Supplier's respective Service Agreement.

SCHEDULE 2 - DISPUTE RESOLUTION PROCEDURE

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

Expert means in relation to a Dispute, a person appointed in accordance with Paragraph 5 to act as an expert in relation to that Dispute.

Expert Determination means determination by an Expert in accordance with Paragraph 5.

Related Third Party means a party to another contract with a Supplier which is relevant to this Agreement.

SPDs means Suppliers that are party to a Dispute because they served the Dispute Notice relevant to that Dispute, or received a Dispute Notice relevant to that Dispute.

2 DISPUTE NOTICES

2.1 If a Dispute arises between any of the Suppliers (save in respect of a Dispute in relation to allocation of liability for Compensation Payments pursuant to Paragraph 3 of Part 3 Schedule 7.1 (*Charges and Invoicing*)) which shall be dealt with in accordance with the provisions of that Schedule), a Supplier may serve on any of the other Relevant Third Party Suppliers a notice clearly titled "dispute notice", including a clear summary of the Dispute and confirming who the notice is going to be served on ("**Dispute Notice**") together with any relevant supporting documents of which it reasonably believes the other SPDs do not hold a copy. The Supplier serving the Dispute Notice, will also provide a copy of the Dispute Notice to the Director within five (5) Working Days.

2.2 For the avoidance of doubt, a Supplier may serve a Dispute Notice on multiple Suppliers.

2.3 A Supplier may include in a Dispute Notice one or more Disputes.

2.4 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Agreement regardless of the nature of the Dispute and notwithstanding any issue of a Dispute Notice or a or proceedings under Paragraph 6 (*Urgent Relief*).

2.5 The SPDs will provide such information as the Director may reasonably request in relation to the Dispute.

2.6 If a Supplier becomes aware that another Supplier has served a Dispute Notice on one or more of the other Suppliers, and wishes to be party to the Dispute Resolution Procedure, they may request to become a party within five (5) Working Days of service of the Dispute Notice. The SPDs have five (5) Working Days to inform the other Supplier of their decision. If the SPDs unanimously agree to include the other Supplier, from then on, the other Supplier will be treated as one of the SPDs.

3 NEGOTIATION

3.1 Following service of a Dispute Notice, the SPDs shall attempt in good faith to resolve the Dispute.

3.2 If the SPDs have not resolved the Dispute within twenty (20) Working Days of the date on which the Dispute Notice is served, they may within five (5) Working Days following the end of the twenty (20) Working Day negotiation period:

3.2.1 agree an extension of time to continue the negotiations; or

3.2.2 agree that the Dispute(s) set out in the Dispute Notice should be referred to expert determination under Paragraph 5 of this Schedule.

3.3 If the SPDs fail to agree one of the options in Paragraph 3.2, the Dispute set out in the Dispute Notice will be automatically referred to adjudication under Paragraph 4 of this Schedule.

3.4 Where an extension of time is agreed under Paragraph 3.2.1, the SPDs will continue their attempts in good faith to resolve the Dispute for the duration of that agreed extension period. When that agreed extension period ends and where the Dispute remains unresolved, Paragraphs 3.2 and 3.3 will apply again (except that references to the “twenty (20) Working Days” period shall be read and interpreted to include the agreed extension period).

4 ADJUDICATION

4.1 The Supplier who served the Dispute Notice may refer the Dispute to adjudication in accordance with the version of the Society for Computers & Law Adjudication Rules in force at the time of referral (“**SCLA Rules**”).

4.2 Subject to Paragraph 6 (*Urgent Relief*) of this Schedule, no litigation relating to that Dispute may be commenced prior to the publication of the Adjudicator’s Decision.

4.3 If any of the SPDs wish to commence litigation after the Decision has been published, they must do so within six (6) calendar months of the Effective Date of the Decision, otherwise the claim will be time-barred.

4.4 If the Society for Computers & Law adjudication scheme is revoked, the SPDs are still governed by and shall comply with this Paragraph 4 and (to the extent possible in light of the revocation of the scheme) the SCLA Rules, but paragraph 7 to paragraph 9 of the SCLA Rules Version 2.1 (or equivalent paragraphs of a later version) will be replaced with “*The Parties shall within twenty one (21) days of the Dispute notice agree on and appoint an adjudicator*”. In the absence of agreement between the SPDs, any of the SPDs may request that the Society for Computers and Law (or, if unavailable or unwilling, an equivalent organisation) to nominate an Adjudicator, and such nomination will be binding on the SPDs.

4.5 Capitalised terms in this Paragraph 4 which are undefined in the Agreement are defined in the SCLA Rules.

5 EXPERT DETERMINATION

5.1 The SPDs acknowledge that some Disputes (due to their complexity of the volume of information or evidence that may be required to help resolve the issues) may not be suitable for adjudication under Paragraph 4.

5.2 Subject to the SPDs’ agreement under Paragraph 3.2.2, the SPD who served the Dispute Notice may refer the Dispute to Expert Determination by serving a notice on the other Supplier / Suppliers who are the SPDs, stating that the Dispute is referred to Expert Determination, proposing three conflict-free and available experts, and enclosing a draft expert determination agreement.

5.3 Within twenty-eight (28) days of the referral to Expert Determination, the SPDs will agree the identity of the Expert (who need not be one of the experts proposed by the referring SPD) and the terms of the expert determination agreement (including the precise questions to be put to the Expert).

5.4 If the SPDs are unable to agree on the identity of the Expert, the SPDs will ask the Society for Computers and Law or, if unavailable, an equivalent body to appoint an Expert; and/or the terms of the expert determination agreement, the Expert will assist the SPDs with agreeing the terms.

5.5 The Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate. The SPDs will be bound by these procedures.

5.6 The Expert Determination shall be conducted in line with the following:

- 5.6.1 the Expert's determination shall (in the absence of manifest error, fraud or material failure to follow the agreed procedures) be final and binding on the SPDs;
- 5.6.2 the Expert may award interest as part of their decision;
- 5.6.3 the parties shall decide the procedure in the expert determination agreement, but the Expert shall have the right to order directions, additional processes/procedures;
- 5.6.4 the Expert shall be requested to make his/her determination within thirty (30) Working Days of their appointment or as soon as reasonably practicable thereafter and the SPDs shall assist and provide the documentation that the Expert requires for the purpose of the determination;
- 5.6.5 any amount payable by one SPD to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the SPDs;
- 5.6.6 the Expert may direct that any legal costs and expenses incurred by a SPD in respect of the determination shall be paid by another party to the determination on the general principle that costs should follow the event, except where it appears to the Expert that, in the circumstances, a direction on that basis is not appropriate in relation to the whole or part of such costs;
- 5.6.7 the Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) shall be borne by the SPDs equally or in such other proportions as the Expert shall direct;
- 5.6.8 unless agreed by the SPDs and the Expert, the expert determination process will conclude within six (6) months; and
- 5.6.9 all matters concerning the expert determination shall be kept confidential between the SPDs and the Expert.

6 URGENT RELIEF

- 6.1 Any of the SPDs may at any time:
 - 6.1.1 apply to the court for urgent injunctive relief or other interim remedies except where the subject matter of that application is already covered by a Dispute that has been referred to:
 - (a) Adjudication under Paragraph 4; or
 - (b) Expert determination under Paragraph 5 (where the expert determination agreement has been agreed and signed by the SPDs and the Expert); and/or
 - 6.1.2 commence court proceedings where the Dispute Resolution Procedure may leave insufficient time for any of the SPDs to commence proceedings before the expiry of the limitation period.

7 MULTI-PARTY DISPUTES

- 7.1 If any of the SPDs reasonably believe that a Related Third Party is potentially liable for some or all of the issues arising under the Dispute, and reasonably believes the involvement of the Related Third Party would assist the SPDs in finding resolution of the Dispute, that Supplier shall:
 - 7.1.1 if it is the Supplier serving the Dispute Notice, state in the Dispute Notice that they consider this to be a multi-party dispute, the name of the Related Third Party, and how they are potentially liable; or

- 7.1.2 if it is the Supplier receiving the Dispute Notice, state in writing to the other SPDs within five (5) Working Days, that they consider this to be a multi-party dispute, the name of the Related Third Party, and how they are potentially liable.
- 7.2 The Supplier claiming the dispute is a multi-party dispute, shall then use its reasonable endeavours to:
 - 7.2.1 procure the involvement of the relevant Related Third Party in the negotiation under Paragraph 3 of this Schedule; and
 - 7.2.2 if the Dispute is referred to adjudication under Paragraph 4 of this Schedule or expert determination under Paragraph 5 of this Schedule, procure as that Supplier deems appropriate, either the:
 - (a) inclusion of the Related Third Party as an additional party in the adjudication or expert determination; or
 - (b) the assistance of the relevant Related Third Party (evidence and/or information relevant to the Dispute) to assist the expert or adjudicator in reaching a decision.

SCHEDULE 3 – OPERATIONS MANUAL & DEPENDENCIES

1 CONTEXT & PURPOSE

- 1.1 The Operations Manual is designed to provide a consolidated view across the Suppliers and the Director of the policies, processes and procedures necessary to support the Director's End to End Service requirements as set out under the Service Agreements at an operational level.
- 1.2 The Operations Manual provides the Parties with the ability to understand all key policies, processes and procedures that are needed to provide the Director with outcomes to meet their requirements under their Service Agreements and to see upstream and downstream Responsibility Matrix, Dependencies and handovers across the End to End Services.
- 1.3 The Operations Manual will detail the Responsibility Matrix and the Dependencies that flow from it.

2 INITIAL OPERATIONS MANUAL

- 2.1 All processes created as part of the Operations Manual will have a unique reference and all related policies and procedures will have a reference that links to the relevant process.
- 2.2 All processes that form part of the Operations Manual will show the owner of any step in the process so that primary responsibility for that process step can be clearly identified.

3 CHANGES TO THE OPERATION MANUAL

- 3.1 All changes to the Responsibility Matrix and/or Dependencies will be considered a Change and must follow the Change Control Procedure in accordance with the Supplier's respective Service Agreement.
- 3.2 All change control notes raised under the Service Agreements which represent an addition, deletion, or modification to the processes, policies and procedures in the Operations Manual will be captured using a change sheet (an "**Operations Manual Change Sheet**") which will be used as the basis for ensuring that:
 - 3.2.1 modified, new or deleted policies, processes and procedures that provide Dependencies for the Director or Suppliers are captured;
 - 3.2.2 new Dependencies for the Director or Suppliers are authorised and validated by the Supplier raising the Operations Manual Change Sheet with any Supplier who are having a Dependency placed upon them to the Director;
 - 3.2.3 all changes to the Operations Manual are reviewed by the Collaboration Managers;
 - 3.2.4 all modified, new or deleted policies, processes and procedures that have no Dependencies and/or do not change the Responsibility Matrix shall be treated as a pre-approved Change and will be captured at baseline and document version release; and
 - 3.2.5 the Director retains final approval for all changes made to the Operations Manual and may reject any Operations Manual Change Sheet.
- 3.3 Once any change to the Operations Manual has either been agreed between the Parties or, if unable to agree, determined by the Director the Operations Manual will be updated by the Director as a minor version and re-issued to all Suppliers.

SCHEDULE 4 – DEED OF ACCESSION

Part 1

DEED OF ACCESSION

(1) NATIONAL SAVINGS AND INVESTMENTS

(2) [•]

(3) [•]

(4) [•]

(5) [•]

DEED OF ACCESSION TO THE COLLABORATION AGREEMENT

relating to the on-boarding of a new supplier [as awarded under the [x] procurement] to the
Collaboration Agreement between the existing Suppliers and the Director

THIS DEED OF ACCESSION is made on []

BETWEEN:

- (1) [] whose registered office is at [] (the “**Director**”);
- (2) [] whose registered office is at [] ([]);
- (3) [] whose registered office is at [] ([]);
- (4) [] whose registered office is at [] ([]); and
- (5) [] whose registered office is at [] ([]); (the “**New Supplier**”).

WHEREAS:

- (A) The Director and each of the above-named Parties (the “**Existing Parties**”) have entered into an agreement (the “**Collaboration Agreement**”) dated [] and the Director and each of the above named Parties have entered into Service Agreements (as defined in the Collaboration Agreement).
- (B) The Director has, or will on or about the date hereof, enter/entered into a new Service Agreement with the New Supplier (the “**New Service Agreement**”) with the purpose of performing services necessary as part of the End to End Services required by the Director. In connection therewith, the Existing Parties and the New Supplier wish to join the New Supplier as a party to the Collaboration Agreement.

NOW THIS DEED WITNESSES as follows:

1 COMMENCEMENT

This Deed shall become effective on the date that the New Supplier is obliged to commence to perform its services under the terms of its Service Agreement (the “**Effective Date**”).

2 ACCEPTANCE OF LIABILITY BY NEW SUPPLIER

The New Supplier accepts all future rights and obligations under the Collaboration Agreement and agrees to perform all the future duties and to discharge all the future obligations of it [in respect of the collaboration activities required under the Collaboration Agreement] and to be bound by all its terms and conditions from the Effective Date. The Parties agree that the New Supplier shall not assume any liability arising prior to the Effective Date.

3 LAW

This Deed and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England.

Part 2

DEED OF ACCESSION

(1) NATIONAL SAVINGS AND INVESTMENTS

(2) [•]

(3) [•]

(4) [•]

(5) [•]

DEED OF ACCESSION TO THE COLLABORATION AGREEMENT

**relating to the on-boarding of a subsequent replacement supplier of an existing supplier to the
Collaboration Agreement between the existing suppliers and the Director**

THIS DEED OF ACCESSION is made on []

BETWEEN:

- (1) [] whose registered office is at [] (the “**Director**”);
- (2) [] whose registered office is at [] ([]);
- (3) [] whose registered office is at [] ([]);
- (4) [] whose registered office is at [] ([]); and
- (5) [] whose registered office is at [] ([]); (the “**New Supplier**”).

WHEREAS:

- (A) The Director and each of the above-named Parties (the “**Existing Parties**”) have entered into an agreement (the “**Collaboration Agreement**”) dated [] and the Director and each of the above named Parties have entered into Service Agreements (as defined in the Collaboration Agreement).
- (B) The Director has entered into a Service Agreement with [terminated Supplier] (the “**Former Supplier**”) and the Former Supplier was a party to the Collaboration Agreement. The Former Supplier's Service Agreement was terminated on [date] and the Former Supplier's participation in the Collaboration Agreement terminated on the same date in accordance with the terms of that agreement.
- (C) The Director has, or will on or about the date hereof, enter/entered into a new Service Agreement with the New Supplier (the “**New Service Agreement**”) with the purpose of replacing the Former Supplier. In connection therewith, the Existing Parties and the New Supplier wish to join the New Supplier as a party to the Collaboration Agreement.

NOW THIS DEED WITNESSES as follows:

1 COMMENCEMENT

This Deed shall become effective on the date that the New Supplier is obliged to commence to perform its services under the terms of its Service Agreement (the “**Effective Date**”).

2 RELEASE

The Existing Parties release and discharge the Former Supplier and the Former Supplier releases and discharges the Existing Parties from future performance of their respective obligations [in respect of the collaboration activities required under the Collaboration Agreement] but such release and discharge shall be without prejudice to all rights and liabilities accruing as between the former Supplier and the Existing Parties under the Collaboration Agreement as at the date of this Deed.

3 ACCEPTANCE OF LIABILITY BY NEW SUPPLIER

The New Supplier accepts all future rights and obligations of the Former Supplier under the Collaboration Agreement and agrees to perform all the future duties and to discharge all the future obligations of it [in respect of the collaboration activities required under the Collaboration Agreement] and to be bound by all its terms and conditions from the Effective Date. The Parties agree that the New Supplier shall not assume any liability arising prior to the Effective Date.

4 LAW

This Deed and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England.