**Appendix 10**

**Anti Virus & Data Protection**

1. The Contractor shall not delete or remove any proprietary notices contained within or relating to the Clients data.
2. The supplier shall preserve the integrity of the Client’s data and prevent the corruption or loss of the Clients data at all times when the Clients data is under the Contractors control or the control of any sub-contractor.
3. The Parties shall perform secure back-ups of all the Clients data and shall ensure that up-to-date back-ups. The Contractor shall ensure that such back-ups are available to the Client (or to such other person that the Client may direct) at all times upon request.
4. If either Parties data is corrupted, lost or sufficiently degraded as a result of either party so as to be unusable, either party may:

* Require either parties (at their expense) to restore or procure the restoration of the data to the extent & in accordance to either parties specification. Either party shall do so as soon as practicable but not later than 5 working days from the date of receipt from the either parties notice.
* Itself restore or procure the restoration of the data and shall be repaid by the relevant party who caused the data corruption, loss or degradation.

1. If at any time the Parties suspects or has reason to believe that either parties data has become corrupted, lossed or sufficiently damaged in any way for any reason due to the fault of either Parties, the relevant party shall notify each other immediately so that remedial action can take place.
2. The Parties shall, as an enduring obligation throughout the Contract Duration and any agreed Extension period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor (unless otherwise agreed in writing between the parties) to check for, contain the spread of, and minimise the impact if Malicious Software in the IT Environment (or otherwise agreed by the parties).
3. Nothwithstanding clause 6, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of the parties data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
4. Any cost arising out of the actions.

**SIGNED** for and on behalf of (insert supplier name)

Signature....................................................

Name: .......................................................

Position: ...................................................

Date..........................................................