



**RM6100 Technology Services 3 Agreement  
Framework Schedule 4 - Annex 1  
Lots 2, 3 and 5 Order Form**

## Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated **1<sup>st</sup> October 2022** between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234>. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 –Key Performance Indicators and Knowledge Transfer;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports; and
12. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

- .1.1 the Framework, except Framework Schedule 18 (Tender);
- .1.2 the Order Form;



.1.3 the Call Off Terms; and

.1.4 Framework Schedule 18 (Tender).

## Section A

### General information

Contract Details	
Contract Reference:	706211450 DF/048
Contract Title:	Navy Scheduling Service (NSS)
Contract Description:	Transition of NSS to the new operating model; moving to a Discovery activity into its First Look and Discovery Scrum Team and all test, release, quality assurance, BA and UR functions will be managed by through life service management or common services.
Contract Anticipated Potential Value:	£2,162,600.00 (ex VAT) – T&M (LoL)
Estimated Year 1 Charges:	£2,162,600.00 (ex VAT)
Commencement Date:	1 <sup>st</sup> October 2022
Buyer details	
Buyer organisation name	Defence Digital, UK Strategic Command, Ministry of Defence
Billing address	REDACTED
Buyer representative name	REDACTED
Buyer representative contact details	REDACTED
Buyer Project Reference	DF/048



**Supplier details**

**Supplier name**

Digi2al Ltd

**Supplier address**

32 Church Road, Hove, England, BN3 2FN

**Supplier representative name**

REDACTED

**Supplier representative contact details**

[Marketplace@dig2al.co.uk](mailto:Marketplace@dig2al.co.uk)

020 3282 7875

**Order reference number or the Supplier's Catalogue Service Offer Reference Number**

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.

RM6100-Lot2-Digi2al-002

**Guarantor details**

*Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.*

**Guarantor Company Name**

Not Applicable

**Guarantor Company Number**

Not Applicable

**Guarantor Registered Address**

Not Applicable



## Section B

### Part A – Framework Lot

#### Framework Lot under which this Order is being placed

2. TRANSITION & TRANSFORMATION

### Part B – The Services Requirement

#### Commencement Date

Please see above in Section A

#### Contract Period

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
2	9

#### Initial Term Months

6 months

#### Extension Period (Optional) Months

3 months

**Minimum Notice Period for exercise of Termination Without Cause** Ten (10) Working Days

#### Sites for the provision of the Services

The Supplier shall provide the Services from the following Sites:

##### Buyer Premises:

Navy, Semaphore Tower, HMNB Portsmouth, PO1 3LJ

In recognition of the current climate, however, the Authority acknowledges that flexibility may be needed through the Contract Term with respect to delivery location. Any Contractor requests for remote working away i.e. away from the Location shall be made in writing and in advance to the Authority's Project Manager (or nominated representative for review and decision), inclusive of the reasons for such request. The Authority shall review the request and respond to the Contractor, with any approval subject still to a minimum number of one (1) days per week working at the Location for all resources. The Contract Value includes the costs of T&S associated with being based in Navy, Semaphore Tower, HMNB Portsmouth, PO1 3LJ

Should the Supplier be required to work at alternative locations, this will be subject to the Governments Standard Travel and Subsistence rates.

The Standard Government T&S rates apply (i.a.w. MOD Departmental rates). All T&S must be approved by the Authority's Project Manager or nominated Defence Digital representative prior to bookings being made and/or costs incurred. Failure to secure prior acceptance will result in



the rejection of associated T&S costs and invoices.

#### Receipts

When claiming the reimbursement of actual costs you must be able to support the claim with valid receipts. For example, a claim for a meal or snack should be supported by the receipted bill.

Alcohol: Alcohol consumption cannot be claimed within any element of subsistence. Alcohol may be selected if it is provided free, as part of a meal deal.

#### **Supplier Premises:**

Not Applicable

#### **Third Party Premises:**

Not Applicable

#### **Buyer Assets**

The team will require MODNET devices and access to relevant data in order to deliver the work. The Buyer shall supply the Supplier with all necessary access to the above, that may be required. The Supplier must inform the Buyer at their earlier convenience of any new personal that must be onboarded, to limited delays.

#### **Additional Standards**

##### Quality Standards

The quality standards required for this Call-Off Contract are:

- No Deliverable Quality Plan is required reference DEFCON 602B 12/06;
- Concessions shall be managed in accordance with Def Stan. 05- 061 Part 1, Issue 6 - Quality Assurance Procedural Requirements – Concessions; and
- Processes and controls for the avoidance of counterfeit materiel shall be established and applied in accordance with Def Stan. 05- 135, Issue 2 – Avoidance of Counterfeit Materiel.

##### Technical Standards

The supplier is expected to deliver the work packages using the most appropriate project management (e.g. Agile, PRINCE2), as agreed within the team and in accordance with both the Government's Technology Code of Practice, and the Government Service Manual (where each applies).

#### **Supplemental Requirements in addition to the Call-off Terms**

- 1) The Supplier-provided resources shall be to the standard of skill and experience reasonably expected to deliver the Services. Acting reasonably, the Buyer may request the replacement of any resource it considers to be falling below, or to have fallen below, the standard that would be reasonably expected in technical delivery and/or professionalism required to deliver the Services. The Supplier shall use all reasonable endeavours to provide a suitable alternative resource to replace such rejected resource at no additional cost to the Buyer, with the proposed replacement identified to the Authority for its comment prior to their commencement in support of the Contract;



- 2) Should the Supplier wish to change/replace resources delivering the Services during the term of the Contract, it shall engage with the Authority to advise of its proposed replacement(s) including their standards and skills and experience to safeguard delivery of the Services;
- 3) During this Call-Off Contract, contractors hold third-party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000;
- 4) The third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit;
- 5) All agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date; and
- 6) All agents and professional consultants involved in the Services hold employer's liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

### **Buyer Security Policy**

#### **Security**

1. If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
2. The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
3. If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
4. Responsibility for costs will be at the:
  - 4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
  - 4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control
5. The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.
6. Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance: <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
7. If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.



#### **Buyer ICT Policy**

On receipt of a MODNet Device, the Supplier will be asked to review and sign ICT Policies.

#### **Insurance**

Third Party Public Liability Insurance - £1,000,000.00

Professional Indemnity Insurance - £1,000,000.00

Employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law.

#### **Buyer Responsibilities**

The Buyer is responsible for providing all equipment and necessary information and access to such information that may be reasonable required for the performance of the Contract.

#### **Goods**

Not Applicable

#### **Governance – Option Part A or Part B**

<b>Governance Schedule</b>
Part B – Long Form Governance Schedule

The Part selected above shall apply this Contract.

#### **Change Control Procedure – Option Part A or Part B**

Not Applicable.



## Section C

### Part A - Additional and Alternative Buyer Terms

#### **Additional Schedules and Clauses** *(see Annex 3 of Framework Schedule 4)*

##### **Part A – Additional Schedules**

<b>Additional Schedules</b>
S9: MOD Terms
Schedule 10:(Intellectual Property Rights and Additional Terms on Digital Deliverables)

##### **Part B – Additional Clauses**

<b>Additional Clauses</b>
C1: Relevant Convictions
C2: Security Measures

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

##### **Part C - Alternative Clauses**

The following Alternative Clauses will apply:

NOT USED

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

### Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

#### **Additional Schedule S3 (Security Requirements)**

Not Applicable

#### **Additional Schedule S4 (Staff Transfer)**

Not Applicable

#### **Additional Clause C1 (Relevant Convictions)**

Not Applicable – Please refer to Clause.

#### **Additional Clause C3 (Collaboration Agreement)**

Not Applicable – Please refer to Clause.





## Section D Supplier Response

### Commercially Sensitive information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

Our pricing is Commercially Sensitive and should be dealt with appropriately e.g., not shared with other suppliers

## Section E Contract Award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

### SIGNATURES

#### For and on behalf of the Supplier

Name	REDACTED
Job role/title	REDACTED
Signature	REDACTED
Date	REDACTED

#### For and on behalf of the Buyer

Name	REDACTED
Job role/title	REDACTED
Signature	REDACTED
Date	REDACTED



## Attachment 1 – Services Specification

This service pack is designed to help clients seeking to partner with a highly skilled and proven delivery supplier with extensive knowledge of working to Government Digital standards, User Centred Design (UCD) and Agile development.

This should be used by clients with technical and delivery capability gaps within existing and new teams. It enables a team-of-teams approach, where there are multiple Beta teams, alongside central coherence, to deliver services which are fully aligned with each other and wider customer strategy. It enables best value for money through re-use (e.g. code, architectural patterns) and delivers outcomes based on user needs and in line with government service standards.

This service pack provides the customer with the flexibility to prioritise different Beta outcomes depending on the needs of the business. The Service Pack can be described as a “block” of beta delivery where we would expect 2 sprints of agile delivery per block (19 days per block). If the Beta is particularly complex, then multiple blocks will need to be purchased to achieve the overall beta outcomes.

### **Expected outputs:**

- Agile service delivery in line with GDS Service Manual and Standard, specifically public and private beta delivery.

### **Expected outcomes:**

- Delivery of impactful and coherent digital services
- Delivery against multiple business needs within the contracted period
- Upskilling customers team members in agile and user centred design

REDACTED



## Attachment 2 – Charges and Invoicing

### Part A – Payment Schedule

Capability	SFIA	Day Rate (ex VAT)	Duration (days)	Cost ex VAT
Product Owner	6	REDACTED	119	REDACTED
Delivery Manager	5	REDACTED	119	REDACTED
Scrum Master	5	REDACTED	119	REDACTED
Enterprise Architect	5	REDACTED	119	REDACTED
Technical Architect	5	REDACTED	119	REDACTED
Senior Engineer (Front End)	5	REDACTED	119	REDACTED
Senior Engineer (Back End)	5	REDACTED	119	REDACTED
Engineer	4/5	REDACTED	714	REDACTED
Business Analyst	5	REDACTED	119	REDACTED
Business Analyst	5	REDACTED	119	REDACTED
User Researcher	5	REDACTED	214	REDACTED
User Researcher	4	REDACTED	119	REDACTED
Interaction Designer	5	REDACTED	119	REDACTED
Data Engineer	5	REDACTED	119	REDACTED
DevOps Engineer	5	REDACTED	119	REDACTED



DevOps Engineer	5	REDACTED	119	REDACTED
QA Test Engineer	5	REDACTED	119	REDACTED
QA Test Engineer	5	REDACTED	119	REDACTED
Limit of Liability Expenses				REDACTED

## Part B – Supplier Personnel Rate Card for Calculation of Time and Materials Charges

Job Family	SFIA Level	MAX Day Rate (£)
Product Owner	6	REDACTED
Delivery Manager	5	REDACTED
Scrum Master	5	REDACTED
Enterprise Architect	5	REDACTED
Technical Architect	5	REDACTED
Senior Engineer (Front End)	5	REDACTED
Senior Engineer (Back End)	5	REDACTED
Engineer	4/5	REDACTED
Business Analyst	5	REDACTED
User Researcher	5	REDACTED
Interaction Designer	5	REDACTED
Data Engineer	5	REDACTED
DevOps Engineer	5	REDACTED
QA Test Engineer	5	REDACTED



The payment profile for this Call-Off Contract is monthly in arrears.

### **Part C – Early Termination Fee(s)**

Ten (10) working days formal notice, as in accordance with Part B – The Services Requirement, Order Form, Contract Period, is required. No early termination fee will be applicable to this notice period. Should the Authority wish to terminate the Contract with less than 10 working days notice, the Authority will be obligated to pay the full 10 working days charge.



### Attachment 3 – Outline Implementation Plan

\*This below example Implementation plan is only to be used on formal instruction from the Authority to the supplier.

#	Milestone	Deliverables ( <i>bulleted list showing all Deliverables (and associated tasks) required for each Milestone</i> )	Duration (Working Days)	Milestone Date
M1	[Concept Design]	[Statement of Requirements System/Application Specifications Interface Specifications Systems Testing Strategy Implementation Strategy and Plan Risk and Issues Management Plan Outline Disaster Recovery Plan Project Schedule Service Management Plan]		
M2	[Full Development]	[Design Verification Reports Design Validation Reports Change Management Plan System/Application Implementation Plan Risk and Issues Management Project Schedule Service Management Plan]		
M3	[System User Testing]	[System Test Report Risk and Issues Management Plan Project Schedule Service Management Plan Defects Log Final Inspection and Testing Report]		
M4	[User Readiness for Service]	[Training Plan Risk and Issues Log Implementation Plan Operations Plan Data Conversion & Cutover Plan Project Schedule Service Management Plan]		
M5	[Implementation]	[Implementation Plan Training Scripts]		
M6	[In Service Support]	[Post Implementation Report Data Conversion and Cut-Over Plan Service Delivery Reports Risk and Issues Log Service Management Plan Defects Log]		



## Attachment 4 – Key Performance Indicators and Knowledge Transfer

### Clause 1 - Knowledge Transfer

- 1.1 The Contractor shall report (be that written or oral) to the Authority, at the end of each 'service block' (namely, every 2 sprints), the knowledge transfer activity that has been conducted under this contract. The Knowledge Transfer report, as detailed above, shall consist of any combination of the following:
- a. Evidence of delivery of the ongoing knowledge transfer to MOD crown servants as part of the contract;
  - b. Evidence of collaboration between contract workstream leads and their MOD client counterpart of how they have shaped and agreed an appropriate amount and type of knowledge transfer; and
  - c. Evidence of promotion and oversight of knowledge transfer with captured examples of knowledge transfer, and evidence of regular feedback to improve the value of knowledge transfer to MOD.
- 1.2 Knowledge transfer includes, but is not limited to, technical and personal development areas; and may be in various forms including coaching, mentoring, training, presentations, show & tell sessions, attending communities of practice meeting, etc.

### Clause 2 – KPI

- 2.1 The Contractor's performance under the contract shall be measured by the Authority's Senior Responsible Owner (SRO), or a named Crown Servant who has formal delegation from the SRO, at each Sprint Review (on a bi-weekly occurrence) (hereinafter referred to as "Period of Performance") against the Key Performance Indicators (KPIs) detailed in the Call-off Order Form, Attachment 4, Table A (Performance Measurements)-
- 2.2 The measurement of achievement will be in accordance with the metrics and scores set out in Call-off Order Form, Attachment 4, Table A (Performance Measurements) of the Contract.
- 2.3 During a Period of Performance, the Contractor must score 3 or more against each individual KPI for the Contractor's performance to be deemed "acceptable" by the Authority. If during the Period of Performance, the Contractor's score against any individual KPI is less than 3, the Contractor's performance shall be deemed by the Authority's Project Manager as being "below expectations" and in the first instance the Authority and Contractor shall have a contractual obligation to



collaboratively to create an 'Improvement Plan', which will comprise as a contractual obligation to adhere to, for the remainder of the Service Block.

- 2.4 During a Period of Performance, where delivery fails to achieve acceptable quality, as detailed in Clause 2.3, on a frequent basis (to be determined by the Authority) despite Improvement Plans, the Authority reserves the right to exercise its right, detailed in the Call-off Order Form, Part B – The Services Requirement, Clause 'Termination for Convenience', to Terminate the Contract for convenience.
- 2.5 For the purpose of Clause 2.3 , an 'Improvement Plan' shall be defined as "a formal written document capturing the processes and procedures which the Contractor shall put in place to improve the service provided in the Contract". The plan should include, but is not limited to, an on-going review of the services and actions that the Contractor shall take to improve these, a clear objective list of service failures, a clear objective measurable list of improvement expected, clear timescales for improvement and a clear list of training requirements; etc.
- 2.6 The 'Implementation Plan' shall be approved and monitored by an authorised member of both parties.





		Score of 1	Score of 2	Score of 3	Score of 4	Score of 5
		Significant improvement required		Adequate but potential for further improvement	Consolidate high performance level	
Serial	CRITERIA	Implication; Improvement Plan to be agreed with Authority immediately and to be reassessed in the next bi- weekly meeting.		Implication; Improvement Plan to be agreed with Authority immediately and to be reassessed in the next bi- weekly meeting.		
KPI 1	<p><b><u>Progress and Quality of Service Block/Sprint Delivery</u></b></p> <p>(Consider progress and quality of delivery. The Contractor is expected to deliver the work using the most appropriate project management (e.g.Agile), as agreed within the team and in accordance with both the Government's Technology Code of Practice, and the Government Service Manual (GSM) (where each applies).</p> <p>The Authority will use the GSM (<a href="#">Agile delivery - Service Manual - GOV.UK (www.gov.uk)</a>) as the standard for governing the service.</p>	Delivery falls short of GSM Standards and fail to meet the user needs in terms of quality; and/or Excessive effort is required to extract suitable delivery; and/or Delivery fails to achieve acceptable quality despite Improvement Plans	Sprint Review/ End of Block Show and Tell reporting, identifies significant delays in progress against delivery and presents unmanaged and avoidable risk to the Authorities Programme of work or Quality of Service. Some delivery fails to meet requirements and user needs; and/or Undue effort required to extract suitable delivery; and/or Delivery acceptable only after more than 2 x re-work cycles.	Sprint Review/ End of Block Show and Tell reporting, identifies the progress against delivery as predominantly on track. In general, delivery is sufficient to meet requirements and/or Limited effort is required to extract suitable delivery; and/or Delivery is acceptable with after 2 x re-work cycle.	Sprint Review/ End of Block Show and Tell reporting identifies the progress against delivery as on track. Delivery sometimes exceeds expectations/ requirement for quality; and/or Minimal effort is required to extract suitable delivery, and there is usually a willingness to resolve issues if they arise; and/or Delivery acceptable with a single re-work cycle.	Sprint Review/ End of Block Show and Tell reporting identifies the progress against delivery as on track and in some instances delivering early. Delivery always exceeds expectations for quality, with staff applying the right level of rigor and detail, and with excellent use of technical knowledge; and/or Virtually no effort is required to extract delivery; and/or Delivery acceptable without substantial re-work.



KPI 2	<p><b><u>Contractor Collaboration and Knowledge Transfer</u></b></p> <p>(Consider the adherence to Call-Off Order Form Attachment 4 – Key Performance Indicators and Knowledge Transfer, Clause 1 - Knowledge Transfer)</p>	<p>No clear evidence of Knowledge Transfer in accordance with Call-Off Order Form Attachment 4 – Key Performance Indicators and Knowledge Transfer, Clause 1 - Knowledge Transfer, 1.1; and/or Poor planning, little visibility of plans, lack of support for joint working; and/or No communication of issues impacting Knowledge Transfer; and/or Does not adhere to the Knowledge Transfer Clause and does not demonstrate desire to be part of a collaborative culture.</p>	<p>Sprint Reviews and Project Meetings identify poor relationships with the Authority and stakeholders, with limited evidence of Knowledge Transfer; and/or Collaboration deficiencies are identified by the Authority and there is no evidence that effective actions are being undertaken to remediate; and/or Little evidence of adherence to the Knowledge Transfer Clause and Collaboration.</p>	<p>Sprint Reviews and Project Meetings relationships and Knowledge transfer is judged to be collaborative and effective but with opportunities for improvement; and/or There is clear evidence of limited Knowledge Transfer, however there is wide scope for improvement; And/or Where opportunities or deficiencies are identified, including with stakeholders, action recorded in issues/action log, and action subsequently undertaken.</p>	<p>Sprint Reviews and Project Meetings reflect good Contractor relationships with both the Authority and Stakeholders; and/or There is clear evidence of Knowledge Transfer, once or more in the 'Service Block' term;</p>	<p>High standard of collaborative relationships with stakeholders; and/or The Contractor proactively recognises relationship challenges and works to build a collaborative culture; and/or Actively looks for opportunities for improvement and demonstrates rapid action resolution. And/or There is clear evidence of Knowledge Transfer on multiple occasions through the service block.</p>
KPI 3	<p><b><u>Delivery &amp; Resource Management</u></b></p>	<p>Output or service is severely affected, having detrimental effect on Delivery Project, due to Contractor people churn, staff skills and attitudes are insufficient or gapped posts; and/or Personnel roles are unfilled or changed</p>	<p>Output or service adversely affected causing minor or recoverable delays to the delivery projects; and/or Personnel roles are filled but changed with little notice; and/or Personnel do not meet the</p>	<p>Output or service is maintained in line with plan but requires additional management or intervention to not delay delivery projects; and/or Personnel roles are filled in accordance with the Contract notice period when personnel are changed;</p>	<p>Output or service is delivered in line with Resource plan with no intervention required; and/or Personnel roles are filled and when changes are made the contractor gives notice in accordance with the Contract, ensures backfill meets requirements</p>	<p>Output or service is delivered in line with Resource plan with no intervention required; and/or Personnel roles are filled and when changes are made the contractor gives advance notice, ensures backfill meets or exceed requirements</p>



		without sufficient notice; and/or Backfill of Personnel does not meet the requirements of the role; and/or Reluctance to resolve issues.	requirements and/or the right standards of service delivery; and/or Issues are resolved after several instances being raised by the Authority.	and/or Personnel meet requirements, but little consideration given to knowledge transfer; and/or Issues are owned and resolved.	and that there is sufficient knowledge transfer; and/or Issues are proactively identified and managed.	and that there is sufficient knowledge transfer; and/or Issues are proactively identified and managed. The Contractor actively worked with the Authority to continuously improve.
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## Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

### Part A – Key Supplier Personnel

Key Supplier Personnel	Key Role(s)
Rich Brantingham	Engagement Lead
Ben Howes	Commercial Lead
Ciaran Merrigan	Commercial & Finance Manager

### Part B – Key Sub-Contractors

NOT APPLICABLE



## Attachment 6 – Software

- .1.1 The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).
- .1.2 The Parties agree that they will update this Attachment 6 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.

### Part A – Supplier Software

The Supplier Software includes the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry



## Part B – Third Party Software

The Third Party Software shall include the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Type (COTS or Non-COTS)	Term/Expiry



Crown  
Commercial  
Service

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## **Attachment 7 – Financial Distress**

NOT USED

## Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 9 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.

1.1.1.1 The contact details of the Buyer's Data Protection Officer are: REDACTED

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: REDACTED

1.1.1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Attachment 9.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>[The Authority is Controller and the Supplier is Processor]</b></p> <p>The Parties acknowledge that in accordance with Clause 34.2 to 34.15 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> <ul style="list-style-type: none"> <li>Ministry of Defence (MoD) personnel records of various types, including in its "raw" form and once processed, visualised, etc. This is assessed and outlined in full in the DPIA.</li> </ul> <p><b>The Supplier is Controller and the Authority is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Clause 34.2 to 34.15 of the following Personal Data:</p> <ul style="list-style-type: none"> <li><b>NOT APPLICABLE</b></li> </ul> <p><b>The Parties are Joint Controllers</b></p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>Business contact details of Supplier Personnel for which the Supplier is the Controller;</li> <li>Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer(excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller,</li> </ul> <p>For the purpose of Clause 1.2 of the joint controller clauses the either Buyer or Supplier shall be the Party referenced and responsible for those matters set out in Clause 1.2(a)-(e).</p> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p>



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	<ul style="list-style-type: none"> <li>• Business contact details of Supplier Personnel for which the Supplier is the Controller;</li> <li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer(excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller,</li> </ul>
Duration of the processing	As required, for the duration of the contract. We expect the Supplier to cease access to and delete all locally held Personal Data. While the Supplier should not need to process any Personal Data on any devices or servers that are not owned or managed by the MoD, the processing will also end once the Supplier has destroyed/deleted any Personal Data of which they are incidentally in possession.
Nature and purposes of the processing	Processing is required for the purpose of providing visualisations of MoD personnel (and other) data. Predominantly, the nature of the processing will be: transformation (merging several data sources, cleansing them, standardising their formats, etc.), visualisation (e.g. on dashboards) and potentially serving original or transformed data to other applications (e.g. via APIs)
Type of Personal Data	Data will include that about the person and their job, their location, their qualifications, their medical state, and other deployability and availability elements. Please see the DPIA for more information.
Categories of Data Subject	Military personnel (Other non-personal data will also be processed)
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	There should be no need for the return or destruction of data by the supplier, since they should not retain it on their devices/systems; however, it should be returned and destroyed immediately after its use under contract, if it is accidentally or temporarily retained. This should be by exception and with explicit permission from the SRO or delegated personnel.

**Attachment 10 – Transparency Reports**

**NOT USED**

**Annex 1 – Call Off Terms and Additional/Alternative Schedules and  
Clauses**

**Annex 2 – Call Off Terms**

**Annex 3 – Call Off Terms and Additional/Alternative Schedules and  
Clauses**

Additional Schedules	
S9: MOD Terms	

Additional Clauses	
C1: Relevant Convictions	
C2: Security Measures	

**Appendix 1**

## Appendix 2

REDACTED

**FRAMEWORK SCHEDULE 4 – ANNEX 3**

**ALTERNATIVE AND ADDITIONAL CLAUSES AND SCHEDULES FOR LOTS 2, 3 AND 5**

**ALTERNATIVE CLAUSES**

**Clause 1 – JOINT CONTROLLER CLAUSES**

**ADDITIONAL CLAUSES AND SCHEDULES**

**SCHEDULES**

S1	NOT USED
S2	NOT USED
S3	NOT USED
S4	NOT USED
S5	NOT USED
S6	NOT USED
S7	NOT USED
S8	NOT USED
S9	MOD Terms (Intellectual Property Rights and Additional
S10	Terms on Digital Deliverables)

**CLAUSES**

C1	Relevant Convictions
C2	Security Measures
C3	NOT USED

Unless there is a clear adjustment to an existing provision of the Contract, additional Clauses incorporated into the Contract via the Order Form will have the effect of being inserted sequentially immediately after Clause 55. New definitions for Schedule 1 (Definitions) will have the effect of being inserted alphabetically into the table therein and associated schedules will have the effect of being inserted sequentially immediately after Schedule 10.

**ADDITIONAL CLAUSES AND SCHEDULES - SCHEDULES**

- S1      IMPLEMENTATION PLAN**
- .1.3    NOT USED

**S2 TESTING PROCEDURES**

**NOT USED**



**S3      SECURITY REQUIREMENTS**  
**NOT USED**

**S4      STAFF TRANSFER**

**NOT USED**

**S5      BENCHMARKING**  
**NOT USED**

**S6 BUSINESS CONTINUITY AND DISASTER RECOVERY**  
**NOT USED**

**S7      CONTINUOUS IMPROVEMENT**  
**NOT USED**

**S8      GUARANTEE**

**NOT USED**

## **S9 MOD TERMS**

### **1. DEFINITIONS**

1.1 In this Schedule, the following definitions shall apply:

<p><b>"MOD Terms and Conditions"</b></p> <p><b>"MOD Site"</b></p> <p><b>"Officer in charge"</b></p>	<p>and the terms and conditions listed in this Schedule;</p> <p>shall include any of Her Majesty's Ships or Vessels and Service Stations; and</p> <p>shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments.</p>
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### **2. ACCESS TO MOD SITES**

- 2.1 The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Services.
- 2.2 The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of personnel at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
- 2.3 The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's Personnel for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.
- 2.4 Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in this Contract. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.

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- 2.5 Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
- 2.6 Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 2.7 No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- 2.8 The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier

### **3. DEFCONS and DEFFORMS**

- 3.1 The DEFCONS and DEFORMS listed in the Annex to this Schedule are incorporated into this Contract.
- 3.2 In the event of a conflict between any DEFCONS and DEFFORMS listed in the Annex to this Schedule and the other terms in this Contract, the DEFCONS and DEFFORMS shall prevail.



## ANNEX A - MOD DEFCONs AND DEFFORMs

DEFCON NUMBER	DESCRIPTION
DEFCON 5J	Unique Identifiers
DEFCON 76	Contractor's Personnel At Government Establishments
DEFCON 113	Diversions Orders
DEFCON 129J	The use of the electronic business delivery form
DEFCON 513	Value Added Tax
DEFCON 518 02/17	Transfer
DEFCON 520 05/18	Corrupt Gifts And Payments Of Commission
DEFCON 522	Payment and Recovery of Sums Due
DEFCON 532A 04/20	Protection of Personal Data (Where Data is not being processed on behalf on the Authority)
DEFCON 531 -11/14	Disclosure Of Information
DEFCON 539 08/13	Transparency
DEFCON 550 02/14	Child Labour and Employment Law
DEFCON 566 10/20	Change of Control of Contractor
DEFCON 602B 12/06	Quality Assurance (Without Deliverable Quality Plan)
DEFCON 627 11/21	Quality Assurance – Requirement for a Certificate of Conformity
DEFCON 632 11/21	Third Party Intellectual Property – Rights and Restrictions
DEFCON 642 07/21	Progress Meetings
DEFCON 658	Cyber
DEFCON 659A	Security Measure
DEFCON 703 06/21	Intellectual Property Rights – Vesting In the Authority
DEFFORM NUMBER	DESCRIPTION
DEFFORM 111	Addresses and Other Information
DEFFORM 129J	The Use Of The electronic Business Delivery Form
DEFFORM 702	Employee's Acknowledgement to Employer of Obligations Relating to Confidentiality

The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/guidance/knowledge-in-defence-kid>

**S10** (Intellectual Property Rights and Additional Terms on Digital Deliverables)**1 Definitions**

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

<b>Term</b>	<b>Definition</b>
<b>Buyer Property</b>	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
<b>Buyer Software</b>	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
<b>Buyer System</b>	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
<b>Commercial off the shelf Software or COTS Software</b>	Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
<b>Defect</b>	any of the following: (a) any error, damage or defect in the manufacturing of a Deliverable; or (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or (c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;
<b>Emergency Maintenance</b>	ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
<b>ICT Environment</b>	the Buyer System and the Supplier System;
<b>Licensed Software</b>	all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the

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	purposes of or pursuant to this Call Off Contract, including any COTS Software;
<b>Maintenance Schedule</b>	has the meaning given to it in paragraph 8 of this Schedule;
<b>Malicious Software</b>	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
<b>New Release</b>	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
<b>Open Source Software</b>	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
<b>Operating Environment</b>	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: (a) the Deliverables are (or are to be) provided; or (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or (c) where any part of the Supplier System is situated;
<b>Permitted Maintenance</b>	has the meaning given to it in paragraph 8.2 of this Schedule;
<b>Quality Plans</b>	has the meaning given to it in paragraph 6.1 of this Schedule;
<b>Sites</b>	has the meaning given to it in Joint Schedule 1 (Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
<b>Software</b>	Specially Written Software COTS Software and non-COTS Supplier and third party Software;
<b>Software Supporting Materials</b>	has the meaning given to it in paragraph 9.1 of this Schedule;
<b>Source Code</b>	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
<b>Specially Written Software</b>	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for

	the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR; and
<b>Supplier System</b>	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System).

## **2 When this Schedule should be used**

2.1 This Schedule is designed to provide additional provisions on Intellectual Property Rights for the Digital Deliverables.

## **3 Buyer due diligence requirements**

3.1 The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;

- 3.1.1 suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
- 3.1.2 operating processes and procedures and the working methods of the Buyer;
- 3.1.3 ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
- 3.1.4 existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.

3.2 The Supplier confirms that it has advised the Buyer in writing of:

- 3.2.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
- 3.2.2 the actions needed to remedy each such unsuitable aspect; and
- 3.2.3 a timetable for and the costs of those actions.

3.3 The Supplier undertakes:

- 3.3.1 and represents to the Buyer that Deliverables will meet the Buyer's acceptance criteria as set out in each Statement of Work; and
- 3.3.2 to maintain all interface and interoperability between third party software or services, and Specially Written Software required for the performance or supply of the Deliverables.

## **4 Licensed software warranty**

4.1 The Supplier represents and warrants that:

- 4.1.1 it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
- 4.1.2 all components of the Specially Written Software shall:
  - 4.1.2.1 be free from material design and programming errors;
  - 4.1.2.2 perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and
  - 4.1.2.3 not infringe any IPR.

## **5 Provision of ICT Services**

5.1 The Supplier shall:

- 5.1.1 ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or

upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;

- 5.1.2 ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 5.1.3 ensure that the Supplier System will be free of all encumbrances;
- 5.1.4 ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
- 5.1.5 minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables.

## **6 Standards and Quality Requirements**

- 6.1 The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2 The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3 Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4 The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
  - 6.4.1 be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
  - 6.4.2 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
  - 6.4.3 obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

## **7 ICT Audit**

- 7.1 The Supplier shall allow any auditor access to the Supplier premises to:
  - 7.1.1 inspect the ICT Environment and the wider service delivery environment (or any part of them);
  - 7.1.2 review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
  - 7.1.3 review the Supplier's quality management systems including all relevant Quality Plans.

## **8 Maintenance of the ICT Environment**

- 8.1 If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2 Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 8.3 The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.
- 8.4 The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault.

Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

## **9 Intellectual Property Rights**

### **9.1 Assignments granted by the Supplier: Specially Written Software**

9.1.1 The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:

9.1.1.1 the Documentation, Source Code and the Object Code of the Specially Written Software; and

9.1.1.2 all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").

9.1.2 The Supplier shall:

9.1.2.1 inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;

9.1.2.2 deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and

9.1.2.3 without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

9.1.3 The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

### **9.2 Licences for non-COTS IPR from the Supplier and third parties to the Buyer**

9.2.1 Unless the Buyer gives its Approval the Supplier must not use any:

(a) of its own Existing IPR that is not COTS Software;

(b) third party software that is not COTS Software

9.2.2 Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

- 9.2.3 Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:
- 9.2.3.1 notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
- 9.2.3.2 only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.
- 9.2.4 Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.
- 9.2.5 The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

### **9.3 Licenses for COTS Software by the Supplier and third parties to the Buyer**

- 9.3.1 The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.2 Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.3 Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.4 The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:
- 9.3.4.1 will no longer be maintained or supported by the developer; or
- 9.3.4.2 will no longer be made commercially available

### **9.4 Buyer's right to assign/novate licences**

- 9.4.1 The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:
- 9.4.1.1 a Central Government Body; or
- 9.4.1.2 to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.
- 9.4.2 If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.

### **9.5 Licence granted by the Buyer**

- 9.5.1 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality

undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

## **9.6 Open Source Publication**

- 9.6.1 Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:
- 9.6.1.1 suitable for publication by the Buyer as Open Source; and
  - 9.6.1.2 based on Open Standards (where applicable),
- and the Buyer may, at its sole discretion, publish the same as Open Source.
- 9.6.2 The Supplier hereby warrants that the Specially Written Software and the New IPR:
- 9.6.2.1 are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;
  - 9.6.2.2 have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;
  - 9.6.2.3 do not contain any material which would bring the Buyer into disrepute;
  - 9.6.2.4 can be published as Open Source without breaching the rights of any third party;
  - 9.6.2.5 will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and
  - 9.6.2.6 do not contain any Malicious Software.
- 9.6.3 Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:
- 9.6.3.1 as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
  - 9.6.3.2 include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.
- ## **9.7 Malicious Software**
- 9.7.1 The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 9.7.2 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 Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 9.7.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:
- 9.7.3.1 by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can



demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and

- 9.7.3.2 by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

#### **10 IPR asset management**

- 10.1 The Parties shall work together to ensure that there is appropriate IPR asset management under each Call-Off Contract, and:

- 10.1.1 where the Supplier is working on the Buyer's System, the Supplier shall comply with the Buyer's IPR asset management approach and procedures.
- 10.1.2 where the Supplier is working on the Supplier's System, the Buyer will ensure that it maintains its IPR asset management procedures in accordance with Good Industry Practice.

Records and materials associated with IPR asset management shall form part of the Deliverables, including those relating to any Specially Written Software or New IPR.

- 10.2 The Supplier shall comply with any instructions given by the Buyer as to where it shall store all work in progress Deliverables and finished Deliverables (including all Documentation and Source Code) during the term of the Call-Off Contract and at the stated intervals or frequency specified by the Buyer and upon termination of the Contract or any Statement of Work.

- 10.3 The Supplier shall ensure that all items it uploads into any repository contain sufficient detail, code annotations and instructions so that a third-party developer (with the relevant technical abilities within the applicable role) would be able to understand how the item was created and how it works together with other items in the repository within a reasonable timeframe.

- 10.4 The Supplier shall maintain a register of all Open Source Software it has used in the provision of the Deliverables as part of its IPR asset management obligations under this Contract

**ADDITIONAL CLAUSES AND SCHEDULES – CLAUSES**

**C1**

**1. RELEVANT CONVICTIONS**

1.1 For the purpose of this Clause, the following definitions shall apply:

**“Conviction”** means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006; and

**“Relevant Conviction”** means a Conviction that is relevant to the nature of the Services to be provided or as specified by the Buyer in the Order Form.

1.2 The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without the approval of the Buyer.

1.3 Notwithstanding Clause 1.3.1, for each member of Supplier Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):

1.3.1 carry out a check with the records held by the Department for Education (DfE);

1.3.2 conduct thorough questioning regarding any Relevant Convictions; and

1.3.3 ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

**.2 and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or an inappropriate record.**

**C2**

**1. SECURITY MEASURES**

1.1 For the purpose of this Clause, the following definitions shall apply:

**“Document”** includes specifications, plans, drawings, photographs and books;

**“Secret Matter”** means any matter connected with or arising out of the performance of this Contract which has been, or may hereafter

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be, by a notice in writing given by the Buyer to the Supplier be designated 'top secret' or 'secret'; and

**“Servant”**

where the Supplier is a body corporate shall include a director of that body and any person occupying in relation to that body the position of director by whatever name called.

- 1.2 The Supplier shall not, either before or after the completion or termination of this Contract, do or permit to be done anything which it knows or ought reasonably to know may result in information about a Secret Matter being:
  - 1.2.1 without the prior consent in writing of the Buyer, disclosed to or acquired by a person who is an alien or who is a British subject by virtue only of a certificate of naturalisation in which his name was included;
  - 1.2.2 disclosed to or acquired by a person as respects whom the Buyer has given to the Supplier a notice in writing which has not been cancelled stating that the Buyer requires that Secret Matters shall not be disclosed to that person;
  - 1.2.3 without the prior consent in writing of the Buyer, disclosed to or acquired by any person who is not a servant of the Supplier; or
  - 1.2.4 disclosed to or acquired by a person who is an employee of the Supplier except in a case where it is necessary for the proper performance of this Contract that such person shall have the information.
- 1.3 Without prejudice to the provisions of Clause 1.2, the Supplier shall, both before and after the completion or termination of this Contract, take all reasonable steps to ensure:
  - 1.3.1 no such person as is mentioned in Clause 1.2 hereof shall have access to any item or document under the control of the Supplier containing information about a Secret Matter except with the prior consent in writing of the Buyer;
  - 1.3.2 that no visitor to any premises in which there is any item to be supplied under this Contract or where Services are being supplied shall see or discuss with the Supplier or any person employed by him any Secret Matter unless the visitor is authorised in writing by the Buyer so to do;
  - 1.3.3 that no photograph of any item to be supplied under this Contract or any portions of the Services shall be taken except insofar as may be necessary for the proper performance of this Contract or with the prior consent in writing of the Buyer, and that no such photograph shall, without such consent, be published or otherwise circulated;
  - 1.3.4 that all information about any Secret Matter and every document model or other item which contains or may reveal any such information is at all times strictly safeguarded, and that, except insofar as may be necessary for the proper performance of this Contract or with the prior consent in writing of the Buyer, no copies of or extracts from any such document, model or item shall be made or used and no designation of description which may reveal information about the nature or contents of any such document, model or item shall be placed thereon; and
  - 1.3.5 that if the Buyer gives notice in writing to the Supplier at any time requiring the delivery to the Buyer of any such document, model or item as is mentioned in Clause 1.3.3, that document, model or item (including all copies of or extracts therefrom)

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shall forthwith be delivered to the Buyer who shall be deemed to be the owner thereof and accordingly entitled to retain the same.

- 1.4 The decision of the Buyer on the question whether the Supplier has taken or is taking all reasonable steps as required by the foregoing provisions of this Clause 1.2 shall be final and conclusive.
- 1.5 If and when directed by the Buyer, the Supplier shall furnish full particulars of all people who are at any time concerned with any Secret Matter.
- 1.6 If and when directed by the Buyer, the Supplier shall secure that any person employed by it who is specified in the direction, or is one of a class of people who may be so specified, shall sign a statement that he understands that the Official Secrets Act, 1911 to 1989 and, where applicable, the Atomic Energy Act 1946, apply to the person signing the statement both during the carrying out and after expiry or termination of this Contract.
- 1.7 If, at any time either before or after the expiry or termination of this Contract, it comes to the notice of the Supplier that any person acting without lawful authority is seeking or has sought to obtain information concerning this Contract or anything done or to be done in pursuance thereof, the matter shall be forthwith reported by the Supplier to the Buyer and the report shall, in each case, be accompanied by a statement of the facts, including, if possible, the name, address and occupation of that person, and the Supplier shall be responsible for making all such arrangements as it may consider appropriate to ensure that if any such occurrence comes to the knowledge of any person employed by it, that person shall forthwith report the matter to the Supplier with a statement of the facts as aforesaid.
- 1.8 The Supplier shall place every person employed by it, other than a Sub-Contractor, who in its opinion has or will have such knowledge of any Secret Matter as to appreciate its significance, under a duty to the Supplier to observe the same obligations in relation to that matter as are imposed on the Supplier by Clauses 1.2 and 1.3 and shall, if directed by the Buyer, place every person who is specified in the direction or is one of a class of people so specified, under the like duty in relation to any Secret Matter which may be specified in the direction, and shall at all times use its best endeavours to ensure that every person upon whom obligations are imposed by virtue of this Clause C2 observes the said obligations, and the Supplier shall give such instructions and information to every such person as may be necessary for that purpose, and shall, immediately upon becoming aware of any act or omission which is or would be a breach of the said obligations, report the facts to the Supplier with all necessary particulars.
- 1.9 The Supplier shall, if directed by the Buyer, include in the Sub-Contract provisions in such terms as the Buyer may consider appropriate for placing the Sub-Contractor under obligations in relation to secrecy and security corresponding to those placed on the Supplier by this Clause C2, but with such variations (if any) as the Buyer may consider necessary. Further the Supplier shall:
  - 1.9.1 give such notices, directions, requirements and decisions to its Sub-Contractors as may be necessary to bring the provisions relating to secrecy and security which are included in Sub-Contracts under this Clause C2 into operation in such cases and to such extent as the Buyer may direct;
  - 1.9.2 if there comes to its notice any breach by the Sub-Contractor of the obligations of secrecy and security included in their Sub-Contracts in pursuance of this Clause C2, notify such breach forthwith to the Buyer; and
  - 1.9.3 if and when so required by the Buyer, exercise its power to determine the Sub-Contract under the provision in that Sub-Contract which corresponds to Clause 1.12.

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- 1.10 The Supplier shall give the Buyer such information and particulars as the Buyer may from time to time require for the purposes of satisfying the Buyer that the obligations imposed by or under the foregoing provisions of this Clause C2 have been and are being observed and as to what the Supplier has done or is doing or proposes to do to secure the observance of those obligations and to prevent any breach thereof, and the Supplier shall secure that a representative of the Buyer duly authorised in writing shall be entitled at reasonable times to enter and inspect any premises in which anything is being done or is to be done under this Contract or in which there is or will be any item to be supplied under this Contract, and also to inspect any document or item in any such premises or which is being made or used for the purposes of this Contract and that any such representative shall be given all such information as he may require on the occasion of, or arising out of, any such inspection.
- 1.11 Nothing in this Clause C2 shall prevent any person from giving any information or doing anything on any occasion when it is, by virtue of any enactment, the duty of that person to give that information or do that thing.
- 1.12 If the Buyer shall consider that any of the following events has occurred:
- 1.12.1 that the Supplier has committed a breach of, or failed to comply with any of, the foregoing provisions of this Clause C2; or
  - 1.12.2 that the Supplier has committed a breach of any obligations in relation to secrecy or security imposed upon it by any other contract with the Buyer, or with any department or person acting on behalf of the Crown; or
  - 1.12.3 that by reason of an act or omission on the part of the Supplier, or of a person employed by the Supplier, which does not constitute such a breach or failure as is mentioned in Clause 1.12.2, information about a Secret Matter has been or is likely to be acquired by a person who, in the opinion of the Buyer, ought not to have such information;
- and shall also decide that the interests of the State require the termination of this Contract, the Buyer may by notice in writing terminate this Contract forthwith.
- 1.13 A decision of the Buyer to terminate this Contract in accordance with the provisions of Clause 1.12 shall be final and conclusive and it shall not be necessary for any notice of such termination to specify or refer in any way to the event or considerations upon which the Buyer's decision is based.
- 1.14 **Supplier's notice**
- 1.14.1 The Supplier may within five (5) Working Days of the termination of this Contract in accordance with the provisions of Clause 1.12, give the Buyer notice in writing requesting the Buyer to state whether the event upon which the Buyer's decision to terminate was based is an event mentioned in Clause 1.12 and to give particulars of that event; and
  - 1.14.2 the Buyer shall within ten (10) Working Days of the receipt of such a request give notice in writing to the Supplier containing such a statement and particulars as are required by the request.
- 1.15 **Matters pursuant to termination**
- 1.15.1 The termination of this Contract pursuant to Clause 1.12 shall be without prejudice to any rights of either party which shall have accrued before the date of such termination;

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- 1.15.2 The Supplier shall be entitled to be paid for any work or thing done under this Contract and accepted but not paid for by the Buyer at the date of such termination either at the price which would have been payable under this Contract if this Contract had not been terminated, or at a reasonable price;
- 1.15.3 The Buyer may take over any work or thing done or made under this Contract (whether completed or not) and not accepted at the date of such termination which the Buyer may by notice in writing to the Supplier given within thirty (30) Working Days from the time when the provisions of this Clause C2 shall have effect, elect to take over, and the Supplier shall be entitled to be paid for any work or thing so taken over a price which, having regard to the stage which that work or thing has reached and its condition at the time it is taken over, is reasonable. The Supplier shall in accordance with directions given by the Buyer, deliver any work or thing taken over under this Clause, and take all such other steps as may be reasonably necessary to enable the Buyer to have the full benefit of any work or thing taken over under this Clause; and
- 1.15.4 Save as aforesaid, the Supplier shall not be entitled to any payment from the Buyer after the termination of this Contract
- 1.15.5 If, after notice of termination of this Contract pursuant to the provisions of Clause 1.12:
- (a) the Buyer shall not within ten (10) Working Days of the receipt of a request from the Supplier, furnish such a statement and particulars as are detailed in Clause 1.14; or
  - (b) the Buyer shall state in the statement and particulars detailed in Clause 1.14 that the event upon which the Buyer's decision to terminate this Contract was based on an event mentioned in Clause 1.12.3,

2 the respective rights and obligations of the Supplier and the Buyer shall be terminated in accordance with the following provisions:

- (a) the Buyer shall take over from the Supplier at a fair and reasonable price all unused and undamaged materials, bought-out parts and components and articles in course of manufacture in the possession of the Supplier upon the termination of this Contract under the provisions of Clause 1.12 and properly provided by or supplied to the Supplier for the performance of this Contract, except such materials, bought-out parts and components and articles in course of manufacture as the Supplier shall, with the concurrence of the Buyer, elect to retain;
- (b) the Supplier shall prepare and deliver to the Buyer within an agreed period or in default of agreement within such period as the Buyer may specify, a list of all such unused and undamaged materials, bought-out parts and components and articles in course of manufacture liable to be taken over by or previously belonging to the Buyer and shall deliver such materials and items in accordance with the directions of the Buyer who shall pay to the Supplier fair and reasonable handling and delivery charges incurred in complying with such directions;
- (c) the Buyer shall indemnify the Supplier against any commitments, liabilities or expenditure which are reasonably and properly chargeable by the Supplier in connection with this Contract to the extent to which the said commitments, liabilities

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or expenditure would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Contract;

- (d) if hardship to the Supplier should arise from the operation of this Clause 1.15 it shall be open to the Supplier to refer the circumstances to the Buyer who, on being satisfied that such hardship exists shall make such allowance, if any, as in its opinion is reasonable and the decision of the Buyer on any matter arising out of this Clause shall be final and conclusive; and
- (e) subject to the operation of Clauses 1.15.3, 1.15.4 and 1.15.5, termination of this Contract shall be without prejudice to any rights of either party that may have accrued before the date of such termination.

### **C3 - COLLABORATION AGREEMENT**

Not used