

Award Form  
Crown Copyright 2022

# Award Form

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This Award Form creates the Contract. It summarises the main features of the Contract and includes the Buyer and the Supplier's contact details.

1.	<b>Buyer</b>	The Secretary of State for Business and Trade  Address: Old Admiralty Building Admiralty Place London SW1A 2DY United Kingdom
2.	<b>Supplier</b>	Name: <b><i>Post Office Limited</i></b>  Address: <b><i>100 Wood Street, London, EC2V 7ER</i></b>  Registration number: <b><i>02154540</i></b>
3.	<b>Contract</b>	This Contract between the Buyer and the Supplier is for the supply of the Deliverables.  Please note this version of the contract supersedes all previous versions.
4.	<b>Contract reference</b>	CR_3282
5.	<b>Deliverables</b>	The Supplier will provide disclosure of documentation it holds for an expected 492 Eligible Claims in accordance with the agreed processes in Schedule 2 (Specification).
6.	<b>Buyer Cause</b>	Any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject matter of the Contract and in respect of which the Buyer is liable to the Supplier.
7.	<b>Collaborative working principles</b>	The Collaborative Working Principles do not apply to this Contract.
8.	<b>Financial Transparency Objectives</b>	The Financial Transparency Objectives do not apply to this Contract.  Clause 6.3 does not apply.
9.	<b>Start Date</b>	1 March 2023

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<b>10.</b>	<b>Expiry Date</b>	The Contract will terminate upon completion of all claims being processed through Phase 1 and Phase 2 (as defined in Schedule 2) unless terminated earlier in accordance with clause 14 or paragraph 4.5 of Schedule 3 (Charges) of the Contract.
<b>11.</b>	<b>Extension Period</b>	N/A
<b>12.</b>	<b>Ending the Contract without a reason</b>	The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.
<b>13.</b>	<b>Incorporated Terms</b> (together these documents form the " <b>the Contract</b> ")	<p>The following documents are incorporated into the Contract. Where numbers are missing we are not using these Schedules. If the documents conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> <li>a) This Award Form</li> <li>b) Any Special Terms (see <b>Section 14 (Special Terms)</b> in this Award Form)</li> <li>c) Core Terms</li> <li>d) Schedule 1 (Definitions)</li> <li>e) Schedule 6 (Transparency Reports)</li> <li>f) Data Sharing Agreement agreed between POL and BEIS (dated 2 March 2023) and attached to this Contract at Schedule 20.</li> <li>g) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> <li>a. Schedule 2 (Specification)</li> <li>b. Schedule 3 (Charges)</li> <li>c. Schedule 5 (Commercially Sensitive Information)</li> <li>d. Schedule 21 (Variation Form)</li> <li>e. Schedule 22 (Insurance Requirements)</li> <li>f. Schedule 25 (Rectification Plan)</li> <li>g. Schedule 26 (Sustainability)</li> </ul> </li> <li>h) Schedule 36 (Intellectual Property Rights)</li> <li>i) Schedule 38 (Disclosure Protocol).</li> </ul>
<b>14.</b>	<b>Special Terms</b>	Special Term 1 – <b>N/A</b>

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15.	<b>Sustainability</b>	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).
16.	<b>Buyer's Environmental Policy</b>	available online at: <a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1030915/beis-environmental-policy.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1030915/beis-environmental-policy.pdf</a>
17.	<b>Social Value Commitment</b>	N/A
18.	<b>Buyer's Security Policy</b>	available online at: <a href="https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework">https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework</a>
19.	<b>Commercially Sensitive Information</b>	Supplier's Commercially Sensitive Information: Schedule 5 (Commercially Sensitive Information)
20.	<b>Charges</b>	Details in Schedule 3 (Charges) Contract Value: £3.7m (excl. VAT)
21.	<b>Reimbursable expenses</b>	None
22.	<b>Payment method</b>	Payment by BACS following a correct and valid invoice
23.	<b>Service Levels</b>	Not applicable
24.	<b>Insurance</b>	Details in Annex of Schedule 22 (Insurance Requirements).
25.	<b>Liability and Data Protection Liability Cap</b>	<p>In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of [REDACTED] of the Contract Value.</p> <p>In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability Cap, [REDACTED].</p>

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26.	<b>Cyber Essentials Certification</b>	Not required
27.	<b>Progress Meetings and Progress Reports</b>	See Schedule 3 (Charges).
28.	<b>Guarantee</b>	Not applicable
29.	<b>Virtual Library</b>	Not applicable
30.	<b>Supplier Contract Manager</b>	<div></div> <div></div> <div></div>
31.	<b>Supplier Authorised Representative</b>	<div></div> <div></div> <div></div>
32.	<b>Supplier Compliance Officer</b>	<div></div> <div></div> <div></div>
33.	<b>Supplier Data Protection Officer</b>	<div></div> <div></div> <div></div>
34.	<b>Buyer Authorised Representative</b>	<div></div> <div></div> <div></div> <div></div>

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<div></div>	Signature:	<div></div>
Name:	<div></div>	Name:	<div></div>
Role:	<div></div>	Role:	<div></div> <div></div>
Date:	31/1/2024   17:03 GMT	Date:	25/1/2024   17:24 GMT

# **Core Terms – Mid-tier**

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## 1. Definitions used in the contract

Interpret this Contract using Schedule 1 (Definitions).

## 2. How the contract works

- 2.1 If the Buyer decides to buy Deliverables under the Contract it must state its requirements using the Award Form. If allowed by the Regulations, the Buyer can:
  - 2.1.1 make changes to the Award Form;
  - 2.1.2 create new Schedules;
  - 2.1.3 exclude optional template Schedules; and
  - 2.1.4 use Special Terms in the Award Form to add or change terms.
- 2.2 The Contract:
  - 2.2.1 is between the Supplier and the Buyer; and
  - 2.2.2 includes Core Terms, Schedules and any other changes or items in the completed Award Form.
- 2.3 The Supplier acknowledges it has all the information required to perform its obligations under the Contract before entering into it. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.
- 2.4 The Supplier acknowledges that, subject to the Allowable Assumptions set out in Annex 2 of Schedule 3 (Charges) (if any), it has satisfied itself of all details relating to:
  - 2.4.1 the Buyer's requirements for the Deliverables;
  - 2.4.2 the Buyer's operating processes and working methods.
- 2.5 The Buyer will not be liable for errors, omissions or misrepresentation of any information where reasonably noticeable by the Supplier but not alerted to the Buyer.
- 2.6 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

## 3. What needs to be delivered

- 3.1 All deliverables
  - 3.1.1 The Supplier must provide Deliverables:

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- a) that comply with the Specification, the Tender Response and the Contract;
- b) using reasonable skill and care;
- c) using Good Industry Practice;
- d) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;
- e) on the dates agreed; and
- f) that comply with Law.

### 3.2 Services clauses

- 3.2.1 The Supplier must co-operate with the Buyer on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer.
- 3.2.2 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.2.3 The Supplier must allocate sufficient resources and appropriate expertise to the Contract in accordance with the Specification.
- 3.2.4 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.2.5 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

## 4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Award Form.
- 4.2 All Charges:
  - 4.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
  - 4.2.2 include all costs connected with the Supply of Deliverables.
- 4.3 The Buyer must pay the Supplier the Charges in respect of the Deliverables that are delivered in accordance with Schedule 2 within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Award Form.
- 4.4 A Supplier invoice is only valid if it:
  - 4.4.1 includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer; and
  - 4.4.2 includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any).

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- 4.5 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.
- 4.6 The Parties have no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

## 5. The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from a Buyer Cause:
  - 5.1.1 the Buyer cannot terminate the Contract under Clause 13.3.1;
  - 5.1.2 the Supplier is entitled to its reasonable and proven additional expenses arising from the Buyer Cause and to relief from Delay Payments, liability and Deduction under this Contract;
  - 5.1.3 the Supplier is entitled to additional time needed to make the Delivery;
  - 5.1.4 where supply of such Deliverables has not been rendered impossible by the Buyer Cause, the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:
  - 5.2.1 gives notice to the Buyer of the Buyer Cause within 10 Working Days of becoming aware of such Buyer Cause;
  - 5.2.2 demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause; and
  - 5.2.3 mitigated the impact of the Buyer Cause.

## 6. Record keeping and reporting

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Award Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of the Contract during the Contract Period and for 7 years after the End Date and in accordance with the UK GDPR or the EU GDPR as the context requires, including the records and accounts which the Buyer has a right to Audit.
- 6.3 Where the Award Form states that the Financial Transparency Objectives apply, the Supplier must co-operate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:
  - 6.3.1 on or before the Start Date;
  - 6.3.2 at the end of each Contract Year; and

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- 6.3.3 within 6 Months of the end of the Contract Period,  
and the Supplier must meet with the Buyer if requested within 10 Working Days of the Buyer receiving a Financial Report.
- 6.4 If the Supplier becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:
  - 6.4.1 Supplier's currently incurred or forecast future Costs; and
  - 6.4.2 forecast Charges for the remainder of the Contract,then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.
- 6.5 The Supplier must allow any Auditor access to their premises upon reasonable prior notice and the Buyer will use reasonable endeavours to ensure that any Auditor:
  - 6.5.1 complies with the Supplier's operating procedures; and
  - 6.5.2 does not unreasonably disrupt the Supplier or its provision of the Deliverables.
- 6.6 During an Audit, the Supplier must provide information to the Auditor and reasonable co-operation at their request including access to:
  - 6.6.1 all information within the permitted scope of the Audit;
  - 6.6.2 any Sites, equipment and the Supplier's ICT system used in the performance of the Contract; and
  - 6.6.3 the Supplier Staff.
- 6.7 The Buyer will bear the costs related to an Audit when an Audit is undertaken, unless the Audit identifies a material Default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 6.8 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:
  - 6.8.1 correcting any identified Default;
  - 6.8.2 rectifying any error identified in a Financial Report; and
  - 6.8.3 repaying any Charges that the Buyer has overpaid.
- 6.9 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
  - 6.9.1 tell the Buyer and give reasons;
  - 6.9.2 propose corrective action; and
  - 6.9.3 provide a deadline for completing the corrective action.

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- 6.10 Except where an Audit is imposed on the Buyer by a regulatory body or where the Buyer has reasonable grounds for believing that the Supplier has not complied with its obligations under this Contract, the Buyer may not conduct an Audit of the Supplier or of the same Key Subcontractor more than twice in any Contract Year.

## **7. Supplier staff**

- 7.1 The Supplier Staff involved in the performance of the Contract must:
- 7.1.1 be appropriately trained and qualified in the provision of the Services;
  - 7.1.2 be vetted using Good Industry Practice and the Security Policy; and
  - 7.1.3 comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where the Buyer reasonably decides one of the Supplier's Staff is not suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clauses 30.1 to 30.4.
- 7.4 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

## **8. Supply chain - Not used**

## **9. Rights and protection**

- 9.1 The Supplier warrants and represents that:
- 9.1.1 it has full capacity and authority to enter into and to perform the Contract;
  - 9.1.2 the Contract is executed by its authorised representative;
  - 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
  - 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform the Contract save that the Horizon public inquiry is acknowledged;
  - 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its

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- obligations under the Contract and for the Buyer to receive the Deliverables;
- 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract;
- 9.1.7 it is not impacted by an Insolvency Event or a Financial Distress Event; and
- 9.1.8 neither it nor, to the best of its knowledge the Supplier Staff, have committed a Prohibited Act prior to the Start Date or been subject to an investigation relating to a Prohibited Act.
- 9.2 The warranties and representations in Clauses 2.6 and 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
  - 9.3.1 wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
  - 9.3.2 non-payment by the Supplier of any tax or National Insurance.
- 9.4 All claims indemnified under this Contract must use Clause 29.
- 9.5 The Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.
- 9.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

## 10. Intellectual Property Rights (IPRs)

- 10.1 The Parties agree that the terms set out in Schedule 36 (Intellectual Property Rights) shall apply to this Contract should any IPR be generated in the provision of the Services.
- 10.2 If there is an IPR Claim, the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 10.3 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
  - 10.3.1 obtain for the Buyer the rights to continue using the relevant item without infringing any third party IPR; or
  - 10.3.2 replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables.

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- 10.4 If the Buyer requires that the Supplier procures a licence in accordance with Schedule 36 or to modify or replace an item pursuant to Schedule 36, but this has not avoided or resolved the IPR Claim, then the Buyer may terminate this Contract by written notice with immediate effect.

## 11. Rectifying issues

- 11.1 If there is a Notifiable Default, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Notifiable Default and the Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer reasonably requires.
- 11.2 When the Buyer receives a requested Rectification Plan it can either:
- 11.2.1 reject the Rectification Plan or revised Rectification Plan giving reasons; or
  - 11.2.2 accept the Rectification Plan or revised Rectification Plan (without limiting its rights) in which case the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.
- 11.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:
- 11.3.1 will give reasonable grounds for its decision; and
  - 11.3.2 may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

## 12. Escalating issues

- 12.1 If the Supplier fails to:
- 12.1.1 submit a Rectification Plan or a revised Rectification Plan within the timescales set out in Clauses 11.1 or 11.3; and
  - 12.1.2 adhere to the timescales set out in an accepted Rectification Plan to resolve the Notifiable Default.
- or if the Buyer otherwise rejects a Rectification Plan, the Buyer can require the Supplier to attend an Escalation Meeting on not less than 5 Working Days' notice. The Buyer will determine the location, time and duration of the Escalation Meeting(s) and the Supplier must ensure that the Supplier Authorised Representative is available to attend.
- 12.2 The Escalation Meeting(s) will continue until the Buyer is satisfied that the Notifiable Default has been resolved, however, where an Escalation Meeting(s) has continued for more than 5 Working Days, either Party may treat the matter as a Dispute to be handled through the Dispute Resolution Procedure.



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- 12.3 If the Supplier is in Default of any of its obligations under this Clause 12, the Buyer shall be entitled to terminate this Agreement and the consequences of termination set out in Clause 13.5.3 shall apply as if the contract were terminated under Clause 13.3.1.

## 13. Ending the contract

- 13.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if terminated under this Clause 13 or paragraph 4.5 of Schedule 3 (Charges), or if required by Law.

- 13.2 Ending the contract without a reason

The Buyer has the right to terminate the Contract at any time without reason or (unless the Award Form states something different) liability by giving the Supplier not less than 90 days' notice (unless a different notice period is set out in the Award Form) and if it's terminated Clauses 13.4.1b) to 13.4.1h) applies.

- 13.3 When the Buyer can end the Contract

- 13.3.1 If any of the following events happen, the Buyer has the right to immediately terminate the Contract by issuing a Termination Notice to the Supplier:

- a) there's a Supplier Insolvency Event;
- b) the Supplier fails to notify the Buyer in writing of any Occasion of Tax Non-Compliance
- c) there's a Notifiable Default that is not corrected in line with an accepted Rectification Plan;
- d) the Buyer reasonably rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request;
- e) there's any material Default of the Contract by the Supplier;
- f) a Default that occurs and then continues to occur on one or more occasions within 6 Months following the Buyer serving a warning notice on the Supplier that it may terminate for persistent breach of the Contract;
- g) there's any material Default of the Data Sharing Agreement by the Supplier;
- h) there's a Default of Clauses 2.6, 10, 12, 17, 18, 30, 34, or Schedule 36 (Intellectual Property Rights) relating to the Contract;
- i) there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing, such approval not to be unreasonably withheld or delayed;
- j) the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;

- k) the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or
- l) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.

13.3.2 The Buyer also has the right to terminate the Contract in accordance with Clauses 9.5 and 23.3.

13.3.3 If any of the events in 73 (1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and Clauses 13.4.1b) to 13.4.1h) applies.

#### 13.4 What happens if the contract ends

13.4.1 Where the Buyer terminates the Contract under Clauses 13.3.1 and 9.5, all of the following apply:

- a) The Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- b) The Buyer's payment obligations under the terminated Contract stop immediately save for any outstanding Charges for Services already performed.
- c) Accumulated rights of the Parties are not affected.
- d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- e) The Supplier must promptly return any of the Buyer's property provided under the terminated Contract.
- f) The Supplier must, at no cost to the Buyer, co-operate fully in the handover.
- g) The Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.
- h) The following Clauses survive the termination of the Contract: 6, 7.2, 10, 14, 17, 18, 19, 20, 21, 37, 38, Schedule 36 (Intellectual Property Rights) and any Clauses and Schedules which are expressly or by implication intended to continue.

13.4.2 If either Party terminates the Contract under Clause 23.3:

- a) each party must cover its own Losses; and
- b) Clauses 13.4.1b) to 13.4.1h) applies.

#### 13.5 When the Supplier can end the contract

13.5.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over

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5% of the total Contract Value within 30 days of the date of the Reminder Notice."

13.5.2 The Supplier also has the right to terminate the Contract

in accordance with Clauses 23.3 and 26.4 and should the following events occur:

- a) there's any material Default of the Contract by the Buyer;
- b) there's any material Default of the Data Sharing Agreement by the Buyer and;
- c) the Buyer or its Affiliates embarrass or bring the Supplier into disrepute or diminish the public trust in them.

13.5.3 Where the Buyer terminates the Contract under Clause 13.3 or the Supplier terminates the Contract under Clause, 13.5.2 or 26.4:

- a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier;
- b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence – the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and
- c) Clauses 13.4.1d) to 13.4.1h) apply.

## 14. How much you can be held responsible for

14.1 Each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of [REDACTED] of the Contract Value for the 12 month period during which the liability arose unless specified otherwise in the Award Form.

14.2 Neither Party is liable to the other for:

14.2.1 any indirect Losses; and

14.2.2 Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

14.3 In spite of Clause 14.1, neither Party limits or excludes any of the following:

14.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;

14.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; and

14.3.3 any liability that cannot be excluded or limited by Law.

14.4 In spite of Clause 14.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.4, 9.3, 10.2, 15.3 or Schedule 7 (Staff Transfer) of the Contract.

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- 14.5 In spite of Clause 14.1, but subject to Clauses 14.2 and 14.3, the Supplier's total aggregate liability in each Contract Year under Clause 17.3.1 is no more than the Data Protection Liability Cap.
- 14.6 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 14.7 When calculating the Supplier's liability under Clause 14.1 the following items will not be taken into consideration:
  - 14.7.1 Deductions; and
  - 14.7.2 any items specified in Clause 14.4.

## 15. Obeying the law

- 15.1 The Supplier shall comply with the provisions of Schedule 26 (Sustainability).
- 15.2 The Supplier shall comply with the provisions of:
  - 15.2.1 the Official Secrets Acts 1911 to 1989; and
  - 15.2.2 section 182 of the Finance Act 1989.
- 15.3 The Supplier indemnifies the Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law.
- 15.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 15.1 and Clauses 30 to 34.

## 16. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Schedule 22 (Insurance Requirements).

## 17. Data protection

- 17.1 The Parties must process Personal Data and ensure its Staff process Personal Data only in accordance with Schedule 20.
- 17.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 17.3 The Supplier:
  - 17.3.1 indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 17 or any Data Protection Legislation except insofar as such Losses have been caused by any act or omission by or on the part of, or in accordance with the instructions of the Buyer, its employees or agents.

## 18. What you must keep confidential

- 18.1 Each Party must:
  - 18.1.1 keep all Confidential Information it receives confidential and secure;
  - 18.1.2 not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and
  - 18.1.3 immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 18.2 In spite of Clause 18.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
  - 18.2.1 where disclosure is required by applicable Law, a regulatory body or a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
  - 18.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
  - 18.2.3 if the information was given to it by a third party without obligation of confidentiality;
  - 18.2.4 if the information was in the public domain at the time of the disclosure;
  - 18.2.5 if the information was independently developed without access to the Disclosing Party's Confidential Information;
  - 18.2.6 on a confidential basis, to its auditors or for the purpose of regulatory requirements;
  - 18.2.7 on a confidential basis, to its professional advisers on a need-to-know basis in accordance with the Disclosure Protocol; and
  - 18.2.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 18.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.
- 18.4 Subject always to the Data Sharing Agreement, the Buyer may disclose Confidential Information in any of the following cases:
  - 18.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;

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- 18.4.2 on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
  - 18.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
  - 18.4.4 where requested by Parliament;
  - 18.4.5 under Clauses 4.5 and 19; and
  - 18.4.6 in accordance with the Disclosure Protocol where the information being disclosed falls within this.
- 18.5 For the purposes of Clauses 18.2 to 18.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 18.
- 18.6 Transparency Information and any Information which is exempt from disclosure by Clause 19 is not Confidential Information.
- 18.7 Subject to the requirements of Clause 19, the Parties must not make any press announcement or publicise this Contract or any part of it in any way, without the prior written consent of the other Party and must use all reasonable endeavours to ensure that each of their staff do not either.

## 19. When you can share information

- 19.1 The Parties acknowledge the duties of the Supplier and the Buyer under the FOIA and EIR (as defined below) and shall give each other all reasonable assistance as appropriate or necessary to enable compliance with those duties.
- 19.2 Where a Party receives a request for information under FOIA or EIR it will liaise with other Party within five (5) Working Days of receiving the request as to the contents of any response (or any information required to respond) to enable the recipient to::
- 19.2.1 publish the Transparency Information;
  - 19.2.2 comply with any Freedom of Information Act (FOIA) request; and
  - 19.2.3 comply with any Environmental Information Regulations (EIR) request.
- 19.3 No Party is permitted to respond to a Request for Information under this Clause 20 without providing a complete copy of the request to the other Party and taking into account that Party's comments on the response to the request and the extent to which any exemptions may apply (unless it is prohibited by law). For the avoidance of doubt, the ultimate decision on whether any exemption under FOIA or exception under EIR applies to any information and the extent, content and format of the disclosure to the Request for Information, is a decision solely for the party to whom a request for information is addressed.

## 20. Invalid parts of the contract

- 20.1 If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from the Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.
- 20.2 If any removal under Clause 20.1 is so fundamental that it prevents the purpose of the Contract from being achieved or it materially changes the balance of risk and rewards between the Parties, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to rectify these issues and to amend the Contract accordingly so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Contract and, to the extent that it is reasonably possible, achieves the Parties' original commercial intention.
- 20.3 If the Parties cannot agree on what amendments are required within 5 Working Days of commencing the negotiations pursuant to Clause 20.2, the matter will be dealt with via commercial negotiation as set out in Clause 37.1 and, if there is no resolution within 30 Working Days of the matter being referred, the Contract will terminate automatically and immediately with costs lying where they fall.

## 21. No other terms apply,

The provisions incorporated into the Contract, Disclosure Protocol and the Data Sharing Agreement are the entire agreement between the Parties. The Contract, Disclosure Protocol and the Data Sharing Agreement replace all previous statements, or agreements whether written or oral. No other provisions apply.

## 22. Other people's rights in the Contract

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

## 23. Circumstances beyond your control

- 23.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:
- 23.1.1 provides a Force Majeure Notice to the other Party; and
  - 23.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

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- 23.2 Any failure or delay by the Supplier to perform its obligations under this Contract that is due to a failure or delay by an agent, Subcontractor or supplier will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.
- 23.3 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

## **24. Relationships created by the contract**

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

## **25. Giving up contract rights**

A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

## **26. Transferring responsibilities**

- 26.1 The Supplier cannot assign, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent.
- 26.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 26.3 When the Buyer uses its rights under Clause 26.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 26.4 The Supplier can terminate the Contract novated under Clause 26.2 to a private sector body that is experiencing an Insolvency Event.
- 26.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

## **27. Changing the contract**

- 27.1 Either Party can request a Variation to the Contract which is only effective if agreed in writing, including where it is set out in the Variation Form, and signed by both Parties.
- 27.2 The Supplier must provide an Impact Assessment either:
  - 27.2.1 with the Variation Form, where the Supplier requests the Variation; and
  - 27.2.2 within the time limits included in a Variation Form requested by the Buyer.



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- 27.3 If the Variation to the Contract cannot be agreed or resolved by the Parties, the Parties can either:
  - 27.3.1 agree that the Contract continues without the Variation; and/or
  - 27.3.2 refer the Dispute to be resolved using Clause 37 (Resolving Disputes).
- 27.4 The Buyer is not required to accept a Variation request made by the Supplier.
- 27.5 The Supplier may only reject a Variation requested by the Buyer if the Supplier:
  - 27.5.1 reasonably believes that the Variation would materially and adversely affect the risks to the health and safety of any person or that it would result in the Deliverables being provided in a way that infringes any Law; or
  - 27.5.2 demonstrates to the Buyer's reasonable satisfaction that the Variation is technically impossible to implement and that the Specification does not state that the Supplier has the required technical capacity or flexibility to implement the Variation.
- 27.6 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges unless clause 28.6.2 applies.
- 27.7 Where there is a General Change in Law that has a direct effect on the supply of the Services and the performance of this Contract so that the costs of performing the Services is increased, the provisions of clause 27.7 shall apply.
- 27.8 Where clause 27.5.2 applies or where there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or the Contract and provide evidence:
  - 27.8.1 that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
  - 27.8.2 of how it has affected the Supplier's costs.
- 27.9 Any change in the Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 27.1 to 27.4.

## **28. How to communicate about the contract**

- 28.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9am on the first Working Day after sending unless an error message is received.

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- 28.2 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Award Form.
- 28.3 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

## **29. Dealing with claims**

- 29.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 29.2 At the Indemnifier's cost the Beneficiary must both:
  - 29.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
  - 29.2.2 give the Indemnifier reasonable assistance with the claim if requested.
- 29.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 29.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.
- 29.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 29.6 Each Beneficiary must use all reasonable endeavours to minimise and mitigate any losses that it suffers because of the Claim.
- 29.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
  - 29.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; and
  - 29.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

## **30. Preventing fraud, bribery and corruption**

- 30.1 The Parties must not during the Contract Period:
  - 30.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2);
  - 30.1.2 do or allow anything which would cause the other Party, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

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- 30.2 The Supplier must during the Contract Period:
- 30.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
  - 30.2.2 keep full records to show it has complied with its obligations under this Clause 30 and give copies to the Buyer on request; and
  - 30.2.3 if required by the Buyer, within 20 Working Days of the Start Date of the Contract, and then annually, certify in writing to the Buyer, that they have complied with this Clause 30, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- 30.3 Each Party must immediately notify the other Party if it becomes aware of any breach of Clauses 30.1 or has any reason to think that it, or any of its staff, have either:
- 30.3.1 been investigated or prosecuted for an alleged Prohibited Act;
  - 30.3.2 been debarred, suspended, proposed for suspension or debarment, or are otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
  - 30.3.3 received a request or demand for any undue financial or other advantage of any kind related to the Contract; and
  - 30.3.4 suspected that any person or Party directly or indirectly related to the Contract has committed or attempted to commit a Prohibited Act.
- 30.4 If a Party notifies the other Party as required by Clause 30.3, the notifying Party must respond promptly to the other Party's further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
- 30.5 If the Supplier is in Default under Clause 30.1 the Buyer may:
- 30.5.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the Default; and
  - 30.5.2 immediately terminate this agreement.
- 30.6 In any notice a Party gives under Clause 30.4 it must specify the:
- 30.6.1 Prohibited Act;
  - 30.6.2 identity of the Party who it thinks has committed the Prohibited Act; and
  - 30.6.3 action it has decided to take.

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## 31. Equality, diversity and human rights

- 31.1 Each Party must follow all applicable equality Law when they perform their obligations under the Contract, including:
  - 31.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
  - 31.1.2 any other requirements related to equality Law.
- 31.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

## 32. Health and safety

- 32.1 The Supplier must perform its obligations meeting the requirements of:
  - 32.1.1 all applicable Law regarding health and safety; and
- 32.2 The Supplier must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of the Contract.

## 33. Tax

- 33.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 33.2 Where the Charges payable under the Contract are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within 5 Working Days including:
  - 33.2.1 the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
  - 33.2.2 other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need.
- 33.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:

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- 33.3.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
- 33.3.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 33.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
  - 33.4.1 the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 33.3.1, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
  - 33.4.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
  - 33.4.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 33.3.1 or confirms that the Worker is not complying with those requirements; and
  - 33.4.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

## 34. Conflict of interest

- 34.1 The Parties must take action to ensure that neither they nor their staff are placed in the position of an actual, potential or perceived Conflict of Interest.
- 34.2 Each Party must promptly notify and provide details to the other Party if an actual, potential or perceived Conflict of Interest happens or is expected to happen.
- 34.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential Conflict of Interest, the Buyer may terminate its Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest.

## 35. Reporting a breach of the contract

- 35.1 As soon as it is aware of it the Supplier and Supplier Staffa Party must report to other Party any actual or suspected breach of:
- 35.1.1 Law;
  - 35.1.2 Clause 15.1; and Clauses 30 to 34.
- 35.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 35.1 to the Buyer or a Prescribed Person.

## 36. Further Assurances

Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

## 37. Resolving disputes

- 37.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute by commercial negotiation.
- 37.2 If the Parties cannot resolve the Dispute via commercial negotiation, they can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 37.3 to 37.5.
- 37.3 Unless a Party refer the Dispute to arbitration using Clause 37.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- 37.3.1 determine the Dispute;
  - 37.3.2 grant interim remedies; and
  - 37.3.3 grant any other provisional or protective relief.
- 37.4 Either Party has the right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 37.5 Either he Party has the right to refer a Dispute to arbitration even if the other Party has started or has attempted to start court proceedings under Clause 37.3, unless the Party who seeks to refer a Dispute to arbitration, has agreed to the

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court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 37.4.

- 37.6 The Supplier cannot suspend the performance of the Contract during any Dispute and the Buyer cannot withhold the payment for undisputed Charges of Services being provided during the Dispute.

## **38. Which law applies**

This Contract and any issues or Disputes arising out of, or connected to it, are governed by English law.

**Schedule 1 (Definitions)**

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# **Schedule 1 (Definitions)**

## **1. Definitions**

- 1.1 In the Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In the Contract, unless the context otherwise requires:
  - 1.3.1 the singular includes the plural and vice versa;
  - 1.3.2 reference to a gender includes the other gender and the neuter;
  - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
  - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
  - 1.3.5 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**";
  - 1.3.6 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;
  - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
  - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
  - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and
  - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.



**Schedule 1 (Definitions)**

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- 1.3.11 the headings in the Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract; and
- 1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.
- 1.3.13 Any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):
- (i) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
  - (ii) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred.

1.4 In the Contract, unless the context otherwise requires, the following words shall have the following meanings:

<b>"Achieve"</b>	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " <b>Achieved</b> ", " <b>Achieving</b> " and " <b>Achievement</b> " shall be construed accordingly;
<b>"Affected Party"</b>	the party seeking to claim relief in respect of a Force Majeure Event;
<b>"Affiliates"</b>	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 of that body corporate from time to time;
<b>"Allowable Assumptions"</b>	means the assumptions (if any) set out in Annex 2 of Schedule 3 (Charges);
<b>"Annex"</b>	extra information which supports a Schedule;
<b>"Approval"</b>	the prior written consent of the Buyer and " <b>Approve</b> " and " <b>Approved</b> " shall be construed accordingly;
<b>"Associates"</b>	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting

**Schedule 1 (Definitions)**

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	rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
<b>"Audit"</b>	<p>the Buyer's right to:</p> <ul style="list-style-type: none"> <li>(a) verify the integrity and content of any Financial Report;</li> <li>(b) verify the accuracy of the Charges and any other amounts payable by the Buyer under a Contract (including proposed or actual variations to them in accordance with the Contract);</li> <li>(c) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;</li> <li>(d) verify the Open Book Data;</li> <li>(e) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</li> <li>(f) identify or investigate actual or suspected breach of Clauses 3 to 37 and/or Schedule 26 (Sustainability), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</li> <li>(g) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</li> <li>(h) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</li> <li>(i) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract;</li> <li>(j) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts;</li> <li>(k) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;</li> </ul>
<b>"Auditor"</b>	<ul style="list-style-type: none"> <li>(a) the Buyer's internal and external auditors;</li> <li>(b) the Buyer's statutory or regulatory auditors;</li> <li>(c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</li> </ul>

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	<p>(d) HM Treasury or the Cabinet Office;</p> <p>(e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>(f) successors or assigns of any of the above;</p>
<b>"Award Form"</b>	the document outlining the Incorporated Terms and crucial information required for the Contract, to be executed by the Supplier and the Buyer;
<b>"Beneficiary"</b>	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>"Buyer"</b>	the public sector purchaser identified as such in the Order Form;
<b>"Buyer Assets"</b>	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
<b>"Buyer Authorised Representative"</b>	the representative appointed by the Buyer from time to time in relation to the Contract initially identified in the Award Form;
<b>"Buyer Cause"</b>	has the meaning given to it in the Award Form;
<b>"Buyer Data"</b>	<p>means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Buyer's or End User's Confidential Information, and which:</p> <p>(a) are supplied to the Supplier by or on behalf of the Buyer, or End User; or</p> <p>(b) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(c) any Personal Data for which the Buyer or End User is the Controller;</p>
<b>"Buyer Existing IPR"</b>	means any and all IPR that are owned by or licensed to the Buyer, and where the Buyer is a Central Government Body, any Crown IPR, and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise)
<b>"Buyer Premises"</b>	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);

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<b>"Buyer Third Party"</b>	means any supplier to the Buyer (other than the Supplier), which is notified to the Supplier from time to time;
<b>"Buyer's Confidential Information"</b>	<p>(a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR);</p> <p>(b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with the Contract; and</p> <p>information derived from any of the above;</p>
<b>"Central Government Body"</b>	<p>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:</p> <p>(a) Government Department;</p> <p>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>(c) Non-Ministerial Department; or</p> <p>(d) Executive Agency;</p>
<b>"Change in Law"</b>	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
<b>"Change of Control"</b>	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
<b>"Charges"</b>	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Contract, as set out in the Award Form and Schedule 3, for the full and proper performance by the Supplier of its obligations under the Contract;
<b>"Claim"</b>	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
<b>"Commercially Sensitive Information"</b>	the Confidential Information listed in the Award Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;

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<b>"Compliance Officer"</b>	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
<b>"Confidential Information"</b>	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as <b>"confidential"</b> ) or which ought reasonably to be considered to be confidential;
<b>"Conflict of Interest"</b>	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
<b>"Contract"</b>	the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form;
<b>"Contract Period"</b>	the term of the Contract from the earlier of the: (a) Start Date; or (b) the Effective Date (c) until the End Date;
<b>"Contract Value"</b>	the higher of the actual or expected total Charges paid or payable under the Contract where all obligations are met by the Supplier, the value as at the Effective Date being set out in Section 20 (Charges) of the Award Form;
<b>"Contract Year"</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
<b>"Control"</b>	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and <b>"Controlled"</b> shall be construed accordingly;
<b>"Controller"</b>	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
<b>"Core Terms"</b>	the Buyer's terms and conditions which apply to and comprise one part of the Contract set out in the document called "Core Terms";
<b>"Costs"</b>	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: (a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:

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	<ul style="list-style-type: none"> <li>(i) base salary paid to the Supplier Staff;</li> <li>(ii) employer's National Insurance contributions;</li> <li>(iii) pension contributions;</li> <li>(iv) car allowances;</li> <li>(v) any other contractual employment benefits;</li> <li>(vi) staff training;</li> <li>(vii) work place accommodation;</li> <li>(viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</li> <li>(ix) reasonable recruitment costs, as agreed with the Buyer;</li> </ul> <p>(b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>(c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>(d) Reimbursable Expenses to the extent these have been specified as allowable in the Award Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <ul style="list-style-type: none"> <li>(e) Overhead;</li> <li>(f) financing or similar costs;</li> <li>(g) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Contract Period whether in relation to Supplier Assets or otherwise;</li> <li>(h) taxation;</li> <li>(i) fines and penalties;</li> <li>(j) amounts payable under Schedule 12 (Benchmarking) where such Schedule is used; and</li> </ul>
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	(k) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
<b>"Crown Body"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>"Crown IPR"</b>	means any IPR which is owned by or licensed to the Crown, and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
<b>"CRTPA"</b>	the Contract Rights of Third Parties Act 1999;
<b>"Data Protection Impact Assessment"</b>	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
<b>"Data Protection Legislation"</b>	(i) the UK GDPR, (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy; and (iv) (to the extent that it applies) the EU GDPR;
<b>"Data Protection Liability Cap"</b>	has the meaning given to it in the Award Form;
<b>"Data Protection Officer"</b>	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
<b>"Data Sharing Agreement"</b>	the data sharing agreement entered into between the Parties dated 2 March 2023, a copy of which is at Schedule 20;
<b>"Data Subject"</b>	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
<b>"Data Subject Access Request"</b>	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
<b>"Default"</b>	any breach of the obligations of a Party (including abandonment of the Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of that Party, of its Subcontractors or staff howsoever arising in connection with or in relation to the subject-matter of the Contract and in respect of which that Party is liable to the other Party;
<b>"Deliverables"</b>	Goods and/or Services that may be ordered under the Contract including the Documentation as set out in the Award Form;

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<b>"Delivery"</b>	delivery of the relevant Deliverable in accordance with the terms of the Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Schedule 8 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. <b>"Deliver"</b> and <b>"Delivered"</b> shall be construed accordingly;
<b>"Disaster"</b>	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Award Form (for the purposes of this definition the <b>"Disaster Period"</b> );
<b>"Disclosing Party"</b>	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 19 (What you must keep confidential);
<b>"Disclosure Protocol"</b>	the information protocol agreed between the Parties and set out at Schedule 38;
<b>"Dispute"</b>	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
<b>"Dispute Resolution Procedure"</b>	the dispute resolution procedure set out in Clause 39 (Resolving disputes);
<b>"Documentation"</b>	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under the Contract as:</p> <ul style="list-style-type: none"> <li>(a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</li> <li>(b) is required by the Supplier in order to provide the Deliverables; and/or</li> <li>(c) has been or shall be generated for the purpose of providing the Deliverables;</li> </ul>
<b>"DOTAS"</b>	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable



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	arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
<b>"DPA 2018"</b>	The Data Protection Act 2018
<b>"Due Diligence Information"</b>	any information supplied to the Supplier by or on behalf of the Buyer prior to the Start Date;
<b>"Effective Date"</b>	the date on which the final Party has signed the Contract;
<b>"EIR"</b>	the Environmental Information Regulations 2004;
<b>"Employment Regulations"</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
<b>"End Date"</b>	the earlier of: (a) the Expiry Date; or (b) if the Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
<b>"End User"</b>	means a party that is accessing the Deliverables provided pursuant to this Contract (including the Buyer where it is accessing services on its own account as a user);
<b>"Environmental Policy"</b>	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
<b>"Equality and Human Rights Commission"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Escalation Meeting"</b>	means a meeting between the Supplier Authorised Representative and the Buyer Authorised Representative to address issues that have arisen during the Rectification Plan Process;
<b>"Estimated Yearly Charges"</b>	means for the purposes of calculating each Party's annual liability under Clause 15.1: (a) in the first Contract Year, the estimated Year 1 Charges; or (b) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or

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	(c) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
<b>"EU"</b>	European Union
<b>"EU GDPR"</b>	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 (General Data Protection Regulation) as it has effect in EU law;
<b>"Existing IPR"</b>	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
<b>"Exit Plan"</b>	has the meaning given to it in Paragraph 4.1 of Schedule 30 (Exit Plan);
<b>"Expiry Date"</b>	the date of the end of the Contract as stated in the Award Form;
<b>"Extension Period"</b>	such period or periods beyond which the Initial Period may be extended, specified in the Award Form;
<b>"Financial Distress Event"</b>	<p>The occurrence of one or more the following events:</p> <ul style="list-style-type: none"> <li>(a) the credit rating of any FDE Group entity drops below the applicable Credit Rating Threshold of the relevant Rating Agency;</li> <li>(b) any FDE Group entity issues a profits warning to a stock exchange or makes any other public announcement, in each case about a material deterioration in its financial position or prospects;</li> <li>(c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of any FDE Group entity;</li> <li>(d) any FDE Group entity commits a material breach of covenant to its lenders;</li> <li>(e) a Key Subcontractor notifies the Buyer that the Supplier has not paid any material sums properly due under a specified invoice and not subject to a genuine dispute;</li> <li>(f) any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than 9 months after its accounting reference date without an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate;</li> <li>(g) any FDE Group entity is late to file its annual accounts without a public notification or an explanation to the Buyer</li> </ul>

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	<p>which the Buyer (acting reasonably) considers to be adequate;</p> <p>(h) the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity's going concern in the annual report including in a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;</p> <p>(i) any of the following:</p> <ul style="list-style-type: none"> <li>(i) any FDE Group entity makes a public announcement which contains commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern;</li> <li>(ii) commencement of any litigation against any FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;</li> <li>(iii) non-payment by any FDE Group entity of any financial indebtedness;</li> <li>(iv) any financial indebtedness of any FDE Group entity becoming due as a result of an event of default;</li> <li>(v) the cancellation or suspension of any financial indebtedness in respect of any FDE Group entity; or</li> <li>(vi) an external auditor of any FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE Group entity, in each case which the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued provision of the Deliverables in accordance with the Contract; or</li> </ul> <p>(j) any one of the Financial Indicators set out in Part C of Annex 2 of Schedule 24 for any of the FDE Group entities failing to meet the required Financial Target Threshold.</p>
<b>"Financial Report"</b>	a report provided by the Supplier to the Buyer that:

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	<ul style="list-style-type: none"> <li>(a) to the extent permitted by Law, provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;</li> <li>(b) to the extent permitted by Law, provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer);</li> <li>(c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of this Contract; and</li> <li>(d) is certified by the Supplier's Chief Financial Officer or Director of Finance;</li> </ul>
<b>"FOIA"</b>	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>"Force Majeure Event"</b>	<p>any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> <li>(a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;</li> <li>(b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</li> <li>(c) acts of a Crown Body, local government or regulatory bodies;</li> <li>(d) fire, flood or any disaster; or</li> <li>(e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> <li>(x) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</li> <li>(xi) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</li> <li>(xii) any failure of delay caused by a lack of funds,</li> </ul> </li> </ul> <p>and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;</p>

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<b>"Force Majeure Notice"</b>	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;
<b>"General Anti-Abuse Rule"</b>	(a) the legislation in Part 5 of the Finance Act 2013 and; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
<b>"General Change in Law"</b>	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
<b>"Good Industry Practice"</b>	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
<b>"Government"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>"Government Data"</b>	Not used
<b>"Government Procurement Card"</b>	the Government's preferred method of purchasing and payment for low value goods or services <a href="https://www.gov.uk/government/publications/government-procurement-card--2">https://www.gov.uk/government/publications/government-procurement-card--2</a> ;
<b>"Halifax Abuse Principle"</b>	the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>"HMRC"</b>	Her Majesty's Revenue and Customs;
<b>"Impact Assessment"</b>	an assessment of the impact of a Variation request by the Buyer completed in good faith, including: (a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; (b) details of the cost of implementing the proposed Variation; (c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges (as applicable), any alteration in the

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	<p>resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>(d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>(e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;</p>
<b>"Incorporated Terms"</b>	the contractual terms applicable to the Contract specified in the Award Form;
<b>"Indemnifier"</b>	a Party from whom an indemnity is sought under this Contract;
<b>"Independent Controller"</b>	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
<b>"Indexation"</b>	the adjustment of an amount or sum in accordance with the Award Form;
<b>"Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>"Information Commissioner"</b>	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
<b>"Insolvency Event"</b>	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>(i) (being a company or an LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, an LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p>

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	<p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within fourteen (14) days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, an LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or an LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
<b>"Intellectual Property Rights" or "IPR"</b>	<p>(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 or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p>

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	<p>(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</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
<b>"Invoicing Address"</b>	the address to which the Supplier shall Invoice the Buyer as specified in the Award Form;
<b>"IP Completion Day"</b>	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
<b>"IPR Claim"</b>	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under the Contract;
<b>"IR35"</b>	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a> ;
<b>"Joint Controller Agreement"</b>	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Schedule 20 (Data Sharing Agreement);
<b>"Joint Control"</b>	where two or more Controllers jointly determine the purposes and means of Processing;
<b>"Joint Controllers"</b>	where two or more Controllers jointly determine the purposes and means of Processing;
<b>"Key Staff"</b>	the persons who the Supplier shall appoint to fill key roles in connection with the Services as listed in Annex 1 of Schedule 29 (Key Supplier Staff);
<b>"Key Sub-Contract"</b>	each Sub-Contract with a Key Subcontractor;
<b>"Key Subcontractor"</b>	<p>any Subcontractor:</p> <p>(a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>(b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>(c) with a Sub-Contract with the Contract value which at the time of appointment exceeds (or would exceed if appointed) 10%</p>



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	<p>of the aggregate Charges forecast to be payable under the Contract,</p> <p>and the Supplier shall list all such Key Subcontractors in section 29 of the Award Form;</p>
<b>"Know-How"</b>	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the Start Date;
<b>"Law"</b>	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
<b>"Law Enforcement Processing"</b>	processing under Part 3 of the DPA 2018;
<b>"Losses"</b>	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and <b>"Loss"</b> shall be interpreted accordingly;
<b>"Marketing Contact"</b>	shall be the person identified in the Award Form;
<b>"Month"</b>	a calendar month and <b>"Monthly"</b> shall be interpreted accordingly;
<b>"National Insurance"</b>	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
<b>"New IPR"</b>	<p>(a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and updates and amendments of these items including database schema; and/or</p> <p>(b) IPR in or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR. Unless otherwise agreed in writing, any New IPR should be recorded in Schedule 36 and updated regularly;</p>

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<b>"New IPR Item"</b>	means a deliverable, document, product or other item within which New IPR subsists;
<b>"Notifiable Default"</b>	means: (a) a material Default committed by either Party;
<b>"Occasion of Tax Non – Compliance"</b>	where: (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;
<b>"Open Book Data"</b>	complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Contract, including details and all assumptions relating to: (a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; (b) operating expenditure relating to the provision of the Deliverables including an analysis showing: (i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; (ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;

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	<p>(iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>(iv) Reimbursable Expenses, if allowed under the Award Form;</p> <p>(c) Overheads;</p> <p>(d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>(e) the Supplier Profit achieved over the Contract Period and on an annual basis;</p> <p>(f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>(g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>(h) the actual Costs profile for each Service Period;</p>
<b>"Overhead"</b>	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
<b>"Parliament"</b>	takes its natural meaning as interpreted by Law;
<b>"Party"</b>	the Buyer or the Supplier and <b>"Parties"</b> shall mean both of them where the context permits;
<b>"Personal Data"</b>	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
<b>"Personal Data Breach"</b>	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
<b>"Prescribed Person"</b>	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> ;

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<b>"Processing"</b>	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
<b>"Processor"</b>	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
<b>"Processor Personnel"</b>	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract;
<b>"Progress Meeting"</b>	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
<b>"Progress Report"</b>	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
<b>"Prohibited Acts"</b>	<ul style="list-style-type: none"> <li>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to: <ul style="list-style-type: none"> <li>(i) induce that person to perform improperly a relevant function or activity; or</li> <li>(ii) reward that person for improper performance of a relevant function or activity;</li> </ul> </li> <li>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract; or</li> <li>(c) committing any offence: <ul style="list-style-type: none"> <li>(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li> <li>(ii) under legislation or common law concerning fraudulent acts; or</li> <li>(iii) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or</li> </ul> </li> <li>(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</li> </ul>
<b>"Protective Measures"</b>	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> <li>(a) the nature of the data to be protected</li> <li>(b) harm that might result from Data Loss Event;</li> <li>(c) state of technological development</li> <li>(d) the cost of implementing any measures</li> </ul>

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	including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
<b>"Public Sector Body "</b>	means a formally established organisation that is (at least in part) publicly funded to deliver a public or government service;
<b>"Recipient Party"</b>	the Party which receives or obtains directly or indirectly Confidential Information;
<b>"Rectification Plan"</b>	the Supplier's plan (or revised plan) to rectify its breach using the template in Schedule 25 (Rectification Plan) which shall include: <ul style="list-style-type: none"> <li>(a) full details of the Notifiable Default that has occurred, including a root cause analysis;</li> <li>(b) the actual or anticipated effect of the Notifiable Default; and</li> <li>(c) the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable);</li> </ul>
<b>"Rectification Plan Process"</b>	the process set out in Clause 11;
<b>"Regulations"</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
<b>"Reimbursable Expenses"</b>	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: <ul style="list-style-type: none"> <li>(a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</li> <li>(b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</li> </ul>
<b>"Relevant Requirements"</b>	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;

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<b>"Relevant Tax Authority"</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>"Reminder Notice"</b>	a notice sent in accordance with Clause 14.6.1 given by the Supplier to the Buyer providing notification that payment has not been received on time;
<b>"Replacement Deliverables"</b>	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Replacement Supplier"</b>	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
<b>"Request For Information"</b>	a request for information or an apparent request relating to the Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
<b>"Required Action"</b>	means the action the Buyer will take and what Deliverables it will control during the Step-In Process;
<b>"Required Insurances"</b>	the insurances required by Schedule 22 (Insurance Requirements);
<b>"Schedules"</b>	any attachment to the Contract which contains important information specific to each aspect of buying and selling;
<b>"Security Policy"</b>	the Buyer's security policy, referred to in the Award Form, in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
<b>"Serious Fraud Office"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Services"</b>	services made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form;
<b>"Sites"</b>	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> <li>(a) the Deliverables are (or are to be) provided; or</li> <li>(b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;</li> </ul>

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	(c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where ICT Services are being provided)
<b>"Social Value"</b>	the additional social benefits that can be achieved in the delivery of the Contract set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used)
<b>"Social Value KPIs"</b>	the Social Value priorities set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used)
<b>"Social Value Report"</b>	the report the Supplier is required to provide to the Buyer pursuant to Paragraph 1 of Part C of Schedule 26 (Sustainability) where Schedule 10 (Service Levels) is not used
<b>"Special Terms"</b>	any additional terms and conditions set out in the Award Form incorporated into the Contract;
<b>"Special IPR Terms"</b>	any additional terms and conditions relating to IPR set out in the Award Form incorporated into the Contract;
<b>"Specific Change in Law"</b>	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
<b>"Specification"</b>	the specification set out in Schedule 2 (Specification), as may, in relation to the Contract, be supplemented by the Award Form;
<b>"Standards"</b>	any: <ul style="list-style-type: none"> <li>(a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;</li> <li>(b) standards detailed in the specification in Schedule 2 (Specification);</li> <li>(c) standards detailed by the Buyer in the Award Form or agreed between the Parties from time to time;</li> <li>(d) relevant Government codes of practice and guidance applicable from time to time;</li> </ul>

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<b>"Start Date"</b>	the date specified on the Award Form;
<b>"Storage Media"</b>	the part of any device that is capable of storing and retrieving data;
<b>"Sub-Contract"</b>	Not used
<b>"Subcontractor"</b>	Not used
<b>"Subprocessor"</b>	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
<b>"Subsidiary Undertaking"</b>	has the meaning set out in section 1162 of the Companies Act 2006;
<b>"Supplier"</b>	the person, firm or company identified in the Award Form;
<b>"Supplier Assets"</b>	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Contract but excluding the Buyer Assets;
<b>"Supplier Authorised Representative"</b>	the representative appointed by the Supplier named in the Award Form, or later defined in a Contract;
<b>"Supplier Equipment"</b>	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract;
<b>"Supplier Existing IPR"</b>	any and all IPR that are owned by or licensed to the Supplier and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise)
<b>"Supplier Existing IPR Licence"</b>	means a licence to be offered by the Supplier to the Supplier Existing IPR as set out in Para 1.3 of Schedule 36.
<b>"Supplier Group"</b>	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
<b>"Supplier Non-Performance"</b>	where the Supplier has failed to: <ul style="list-style-type: none"> <li>(a) Achieve a Milestone by its Milestone Date;</li> <li>(b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</li> <li>(c) comply with an obligation under the Contract;</li> </ul>
<b>"Supplier Profit"</b>	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total



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	Costs (in nominal cash flow terms) in respect of the Contract for the relevant period;
<b>"Supplier Profit Margin"</b>	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
<b>"Supplier Staff"</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under the Contract;
<b>"Supplier's Confidential Information"</b>	<p>(a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>(b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with the Contract;</p> <p>Information derived from any of (a) and (b) above;</p>
<b>"Supplier's Contract Manager"</b>	the person identified in the Award Form appointed by the Supplier to oversee the operation of the Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
<b>"Supply Chain Information Report Template"</b>	the document at Annex 1 of Schedule 18 (Supply Chain Visibility);
<b>"Supporting Documentation"</b>	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Contract detailed in the information are properly payable;
<b>"Tender Response"</b>	the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (Tender);
<b>"Termination Assistance"</b>	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
<b>"Termination Assistance Notice"</b>	has the meaning given to it in Paragraph 5.1 of Schedule 30 (Exit Management);
<b>"Termination Notice"</b>	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party

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	giving the notice to terminate the Contract on a specified date and setting out the grounds for termination;
<b>"Third Party IPR"</b>	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
<b>"Third Party IPR Licence"</b>	means a licence to the Third Party IPR as set out in Paragraph 1.6 of Schedule 36
<b>"Transparency Information"</b>	the Transparency Reports and the content of the Contract, including any changes to this Contract agreed from time to time, except for –  (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and  (b) Commercially Sensitive Information;
<b>"Transparency Reports"</b>	the information relating to the Deliverables and performance pursuant to the Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports);
<b>"UK GDPR"</b>	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 (United Kingdom General Data Protection Regulation), 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 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019
<b>"Variation"</b>	means a variation to the Contract;
<b>"Variation Form"</b>	the form set out in Schedule 21 (Variation Form);
<b>"Variation Procedure"</b>	the procedure set out in Clause 28 (Changing the contract);
<b>"VAT"</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"Verification Period"</b>	has the meaning given to it in the table in Annex 2 of Schedule 3 (Charges);
<b>"Work Day"</b>	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;

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<b>"Work Hours"</b>	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
<b>"Worker"</b>	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables; and
<b>"Working Day"</b>	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Award Form.

## Schedule 2 (Specification)

The High Court Group Litigation Order (**GLO**) compensation scheme (**Scheme**) has been set up to provide an ex gratia claims based scheme for claimants who were part of the GLO "Alan Bates and Others v Post Office Ltd" and who have not been convicted of a Horizon-related criminal offence (**Eligible Claimants**). The Scheme will be delivered by the Buyer with the objective of ensuring that postmasters who were part of the GLO and not eligible to seek compensation from the Post Office have access to fair compensation for their Horizon relates losses (**Scheme Objectives**).

The Buyer requires the Services from the Supplier in order to process Eligible Claims. In summary, The Buyer has set up the Scheme to process claims received (as noted above) on behalf of Eligible Claimants and the service to be provided by the Supplier is the provision of certain information, where available, for the Buyer's legal advisors to process such claims, in accordance with the agreed parameters set out within this Schedule.

This Schedule sets out the Services and how the identification, gathering and disclosure of information the Supplier holds on Eligible Claimants to the Scheme will be undertaken.

### Summary of the Services

- The Supplier will provide disclosure of documentation it holds for an expected 492 Eligible Claims<sup>1</sup> in accordance with the agreed data sources and disclosure proforma set out below at **Annex B**.
- The Buyer and Supplier agree to work collaboratively to progress disclosure expeditiously and avoid undue delay to see that the Scheme Objectives are met.

### POL Disclosure

1. A flowchart setting out the standard disclosure process / **Phase 1** of the DSAR process is at **Annex A (Process A)**. A high level overview of the end to end process for DSARs is noted at **Annex A (Process B)**.
2. The staged process for the standard disclosure process is detailed at paragraph 6 below.

---

<sup>1</sup>

[REDACTED]

[REDACTED]

[REDACTED]

3. **Phase 2** – the RFI process, can apply to both disclosure/information requests via the standard disclosure process or a DSAR request. It should be noted that **Phase 2** applies to RFIs that are received from Claimant representatives.

Further detail of the **Phase 2** process is at **Annex A (Process c)**.

The standard disclosure process and the DSAR process is carried out by the Supplier in accordance with the following phases:

**Phase 1:** the Supplier to disclose for each claimant all documents in the 17 categories of documents (where they exist) in the Data Sources set out in Annex B;

**Phase 2:** if further information is required following Phase 1, an RFI is issued in accordance with the RFI process - Annex A (Process C). Upon receipt, the Supplier will undertake the further searches as relevant to the RFI.

4. Data Sources: The Supplier has supplied a list of data sources that it searches when undertaking the identification and gathering part of the disclosure exercise (**Annex B**). The Supplier agrees to keep this list under review, and should any additional categories of relevant documentation be identified, the Supplier will notify the Buyer as soon as practicable and update Annex B accordingly.
5. The Supplier has agreed to provide disclosure in accordance with Annex B, strictly relating to Horizon Shortfalls (noted as per the definition under “GLO Guidance and Principles” paragraph 1.3, sub-paragraph 1.3.4) and to support Horizon Shortfall related claims only, made under the Scheme.
6. The Process is summarised below. Please note that at any point where there is data to be provided to the Supplier or Buyer, each party will use the Denton’s Data Sharing Platform or alternatively Quatrix.
  - a. The Buyer to initially provide the following data to the Supplier:
    - i. Postmaster Names
    - ii. Branch/s Details (names & branch codes)
    - iii. Shortfall data\*.
  - \*Where this data is not provided, please see step **b**).
  - If it is provided, please move to step **d**).

- b. [REDACTED]  
[REDACTED].
- c. The Buyer will provide the Supplier with a fully completed Registration Form that will confirm a shortfall claim is being made. A template Registration Form is included at **Annex C**.
- d. **Annex D** attaches a Shortfall Form. This form contains all of the required information that the Supplier needs to enable them to complete the analysis detailed at (f) below. The Buyer will provide a completed Shortfall form in every claim. Where this form and the required information **are** not provided (be it at the outset or upon receipt of an RFI from the Supplier), paragraph (9) below applies, The Supplier to undertake triage, reviewing the data sources at **Annex B**.
- e. Where no further information is needed, the Supplier will collate documentation relevant to the claim, gather data/information relevant to the PMs tenure/branch(es) and complete Shortfall Analysis (defined below) where required. A "Shortfall Analysis" is defined as an anonymised summary of a Claimant's case, containing relevant branch(s)/tenure detail along with the scope of investigation. The report includes analysed branch data that identified verified shortfalls and any root causes concluding with a key findings summary. Any documents that are referenced are summarised and accompany the report. Where further information is needed to complete d) i), The Supplier will revert to The Buyer to obtain the required information. The Buyer will then revert with the requested information and the claim (as per **Annex A**) will re-enter the triage stage (e).
- f. The Supplier to share with the Buyer the Shortfall Analysis and provide disclosure of the relevant documents. This will be provided via the format set out at **Annex B**.
- g. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]
7. It will be necessary for the Supplier's disclosure work to follow the ordering of cases chosen by the Eligible Claimants' legal representatives. [REDACTED]

█. The Buyer has requested that Eligible Claimants' legal representatives identify these features to DBT in advance of the submission of main claims. Again, the Buyer will inform The Supplier as soon as it is able of the order of cases for disclosure and may provide periodic updates as necessary.

8. Following stakeholder feedback, it has been agreed that NDA and ARQ/HSD call log data beyond the summary of that required for the Supplier's analysis will not be provided to the Buyer as a matter of course. Rather, the Buyer will reserve the right to request this data should Eligible Claimants' legal representatives request it.
9. Where the required information detailed under paragraphs 4 a) or 4 c) / 4d) above is not provided and the Supplier is unable to commence either an initial or full triage/analysis, a claim will not proceed through the Process until such a time disclosure and/or the required information is provided.
10. All data / disclosure will be shared between the Supplier and the Buyer pursuant to the Data Sharing Agreement.
11. The Buyer has agreed with the Supplier, the proforma used to explain what searches have been undertaken, what has / has not been found and the outcome of Shortfall Analysis (█). The agreed format is noted as per **Annex B**.
12. The Buyer has procured the services of Dentons to, among other things, set up a data sharing platform which the Buyer will use as the repository for Eligible Claimant data. The Buyer will upload its disclosure to it. For the avoidance of doubt, the data POL is sharing is being shared with DBT as per the **Data Sharing Agreement**. In the alternative to the use of the data sharing platform provided by Dentons, █ will be used to share Claimant data.

█

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■. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].

### ***Redaction Principles***

17. It is recognised by the Buyer that all of the documents disclosed by the Supplier will need to be reviewed for redaction purposes (e.g. to remove personal data), and that the necessity for these redactions does impact the delivery plan.
18. The Buyer has agreed with the Supplier the following principles POL should apply when undertaking redactions:
  - a. Redactions are in line with legislative and common law principles;
  - b. Redactions will have at least a first level review and a second level review:
    - i. The first level review will be undertaken by a Data Protection Project team;
    - ii. The second level review will be undertaken by the Redactions Team.
  - c. The Buyer will adopt a pragmatic approach to redactions and only redact where absolutely necessary.
  - d. For instance, with regard to personal information which the postmaster knows or would have known at the time – e.g. about their staff – there would likely be minimal redactions.
19. These redaction principles are not an absolute set of rules, but rather guiding principles the Supplier should apply and are subject to ongoing review between the Buyer and Supplier. Redactions will be considered on a case-by-case basis. These principles apply both to the standard disclosure approach and a DSAR response, across Phases 1 and 2.



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

#### Assurance

24. The Buyer expects that the Supplier will carry out quality assurance prior to the disclosure of documents to ensure the disclosure is undertaken in the manner set out in this document, and that any analysis undertaken by the Supplier is clear and in accordance with this Specification.
25. The Supplier will deploy a model to manage its risks and plan its approach to assurance, covering both the analysis undertaken and operational elements of the Process.
26. The Supplier will provide information to enable the Buyer to monitor management information and any findings of the Buyer's own assurance work (e.g. from the Supplier's Internal Audit) to help develop and plan the Buyer's assurance requirements. Please see Reporting section below.

27. The Supplier reserves the right to undertake or facilitate an independent audit from time to time, for example if the Supplier is required to do so by the Government Internal Audit Agency or National Audit Office.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### **Ad-Hoc Services**

31. The Buyer may over the course of the Contract, instruct the Supplier to provide ad-hoc services which are necessary for the delivery of the Services ("Ad-hoc Services") and in such circumstances the process set out below will apply. Any agreed Ad-hoc Services are outside of the scope of the Services and Deliverables and therefore are not within the Contract Value and charged for separately in accordance with paragraph 36 below.
32. Following a request by the Buyer for the provision of any Ad-hoc Services, the Supplier will review the request and either provide a quotation for such Ad-hoc Services for the Buyer's approval or confirm if it is unable to provide the requested Ad-hoc Services. This may involve contacting third parties for quotes.

33. The Buyer shall on receipt of the Supplier's response with a quotation where the Supplier has confirmed it is able to provide the Ad-hoc Services confirm whether the Supplier is to proceed with the provision of the Ad-hoc Services on the basis of the quotation provided.
34. Where the Buyer does not confirm its acceptance of the quotation or instructs the Supplier not to proceed, then the Supplier shall not proceed with the provision of the Ad-hoc Services.
35. The Buyer acknowledges that any Ad-hoc Service requested pursuant to paragraph 32 of this Schedule 2 falls outside of the scope of this Contract and the Deliverables and any such request may be subject to third party capacity, which the Supplier is not accountable for. The Buyer also acknowledges that any Ad-hoc Service is subject to resource availability.
36. The Charges for the provision of any Ad-hoc Services shall be agreed on a case by case basis depending on the nature of the Ad-hoc Services and invoiced in accordance with the process set out in Annex 2 of Schedule 3 (Charges)

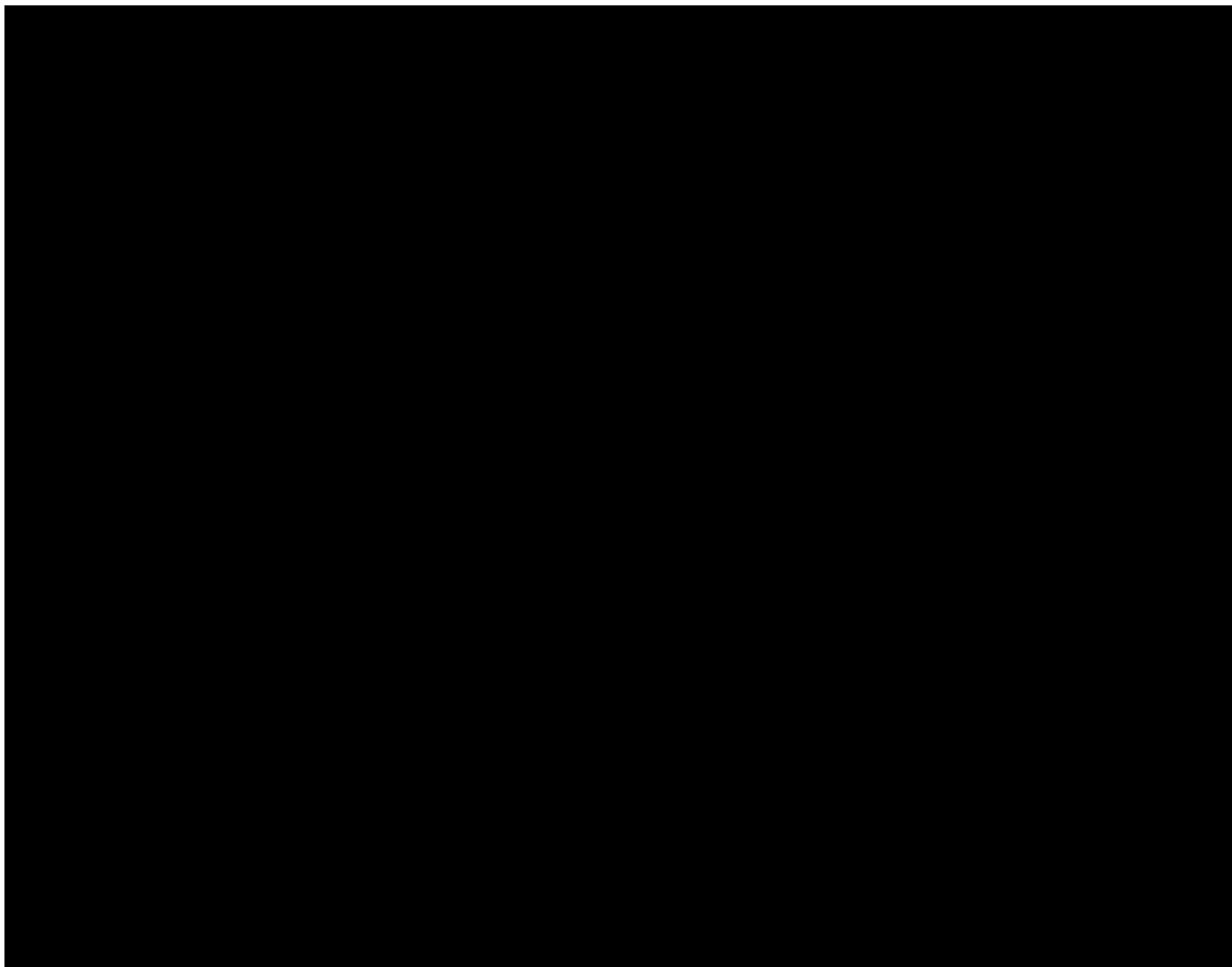
#### **Allowable Assumptions – Specification**

- i. The Process is based on the requirements provided from the Supplier and agreed with the Buyer. The Process can be amended from time to time if agreed by the Parties in accordance with the Variation Procedure in Clause 28 of the Core Terms.
- ii. It is assumed that the quality of data supplied by Buyer to the Seller is of sufficient quality to complete an associated Shortfall Analysis and provide disclosure.
- iii. The Supplier will only provide the Buyer with data to support Horizon shortfall claims.
- iv. The Supplier will use the Buyers' legal representatives' data transfer system to upload disclosure. In the alternative, Quatrix will be used.

[REDACTED]

[REDACTED]

[REDACTED]



**Annex B- Data Sources**

<b>GLO Case No.</b>		<b>Branch Name</b>		<b>FAD</b>		<b>Date Completed</b>	
<b>Claimant Name</b>				<b>FDOS</b>		<b>LDOS</b>	
<b>Suspension Dates?</b>			<b>Termination Date</b>		<b>12 Months Remuneration Value</b>		

	<b>Data Source</b>	<b>Detail Included</b>	<b>Availability of Data</b>	<b>Number of Files</b>	<b>Approx. Size of Data</b>	<b>Comments</b>
1	Human Resources Records	May contain: <ul style="list-style-type: none"> <li>• First &amp; last day of service</li> <li>• Contract type</li> <li>• DFRs (Deductions from Remuneration)</li> <li>• Settlement payments if leaving through a programme</li> <li>• Reason for leaving</li> <li>• Remuneration</li> </ul>	Available for most from 1999. Some limited information is available pre-1999			
2	Known Error Logs (KELs), Branch Incident Management Reports (BIMs), Peaks	<ul style="list-style-type: none"> <li>• Logs detailing all known system issues &amp; resolution</li> <li>• One set of reports which lists all KELs, BIMs and Peaks for all branches. The suggested way forward is that once redacted (where necessary) the report will be</li> </ul>	Available for all branches that operated Horizon from 6 July 2000			

	Data Source	Detail Included	Availability of Data	Number of Files	Approx. Size of Data	Comments
		shared with BEIS to provide to each legal firm				
3	Network Design Analysis (NDA)	<ul style="list-style-type: none"> <li>All/any available branch transactional data including discrepancies, how shortfalls and surpluses were settled and values relating to final accounts</li> </ul>	<p>Generally available from June 2005 but normally unavailable over the following date ranges:</p> <ul style="list-style-type: none"> <li>-16/12/2007 to 05/01/2008 (inclusive)</li> <li>-17/09/2008</li> <li>-04/01/2009 to 01/08/2009 (for branch codes starting with 2, 3, 4 or 5).</li> </ul> <p>For FAD codes between 235007 and 250020, there is no data available before 30/04/2006.</p> <p>In addition, checks are done on all NDA data requested and for any missing dates, ARQ data is requested</p>			
4	Transaction Correction (TC) Records	<ul style="list-style-type: none"> <li>Logs of credit/debit TCs issued to branch to correct accounting errors</li> </ul>	Available for most from 18 October 2005 to 31 March 2020			

	Data Source	Detail Included	Availability of Data	Number of Files	Approx. Size of Data	Comments
5	Details of Claim Provided by Claimant/Supporting Evidence	<ul style="list-style-type: none"> <li>Application Form or correspondence outlining claim and any supporting evidence submitted by the Claimant</li> </ul>				Not provided at the time of disclosure.
6	Branch File/Omnidox	<p>May contain:</p> <ul style="list-style-type: none"> <li>Information pre-2005</li> <li>Debit Letters</li> <li>Audit/ suspension / termination reports</li> <li>Recruitment information</li> <li>Contractual arrangements</li> <li>Communications between POL and PMR</li> <li>Training/support information</li> <li>Information on where a branch has been given warnings or advised of poor working practice</li> <li>Customer complaints</li> </ul>	<p>Available for some. No definitive date – the branch file is generally held from the start of the postmaster's tenure. However, there may be occasions when a branch file is not available/located, particularly for older cases. Volume of information varies by branch. Certain documents provided would have been extracted from branch files not specific to the claimant. Therefore, the relevant pages have been extracted with the page numbers remaining from the original document. The outstanding pages would not be relevant to the claimant and therefore have not been disclosed.</p>			.



	Data Source	Detail Included	Availability of Data	Number of Files	Approx. Size of Data	Comments
7	Sharepoint*	<ul style="list-style-type: none"> <li>• Debit Letters</li> <li>• Audit/ suspension / termination reports</li> <li>• Recruitment information</li> <li>• Contractual arrangements</li> <li>• Communications between POL and PMR</li> <li>• Training/support information to PMR</li> <li>• Information on where a branch has been given warnings or advised of poor working practice</li> <li>• Customer complaints</li> </ul>	Available for most from 2005. Volume of information varies by branch.			
8	POLSAP Archive and Core Finance (CFS)	<ul style="list-style-type: none"> <li>• Write offs</li> <li>• Direct payments</li> <li>• TCs settled centrally</li> <li>• DFRs</li> <li>• Branch discrepancies settled centrally</li> <li>• Outstanding debit/credit</li> </ul>	Availability varies but is generally available from 2005 up until 2012 when it was migrated to CFS. CFS is then generally available from 2012 onwards			
9	Network Business Support Centre (NBSC) Support Logs	<ul style="list-style-type: none"> <li>• Logs of individual calls made by the branch covering various categories (e.g. general enquiries, operational instruction, discrepancies, support)</li> </ul>	Available for most from January 2000 Due to an archiving issue when POL systems moved from Remedy to Dynamics a volume of data was lost. Therefore, POL cannot			

	Data Source	Detail Included	Availability of Data	Number of Files	Approx. Size of Data	Comments
			confirm that all call logs relevant to this disclosure have been included. Some may have been lost and therefore would not be included.			
10	Horizon Service Desk (HSD) Information including HSD call logs.	<ul style="list-style-type: none"> <li>Call logs reporting system issues and detailing resolutions</li> </ul>	Available for most from 5 October 2007 to 31 March 2014 where ARQ is requested. Available for most from 1 <sup>st</sup> April 2014 onwards			Not requested at the time of disclosure.
11	Documents held by the security and/or investigations team	<ul style="list-style-type: none"> <li>Information of any investigations conducted. E.g., transcripts of interviews, security reports audit reports, witness statements, etc.</li> </ul>	Only available if a Security Investigation was conducted. For those, it is available for most from 25 July 2007. Some documents may be available prior to 2005			
12	Audit Retrieval Query Data (ARQ)	<ul style="list-style-type: none"> <li>All transaction and event date applicable to branch</li> </ul>	Available for those with missing NDA data (as described above) from October 2007	0	0	Not requested at the time of disclosure.
13	Information held by POL lawyers, Peters and Peters	<ul style="list-style-type: none"> <li>Information relating to any proceedings</li> </ul>	Available for relevant cases			

	Data Source	Detail Included	Availability of Data	Number of Files	Approx. Size of Data	Comments
14	DSAR Information	<ul style="list-style-type: none"> <li>All documents/information provided from POL to Claimants who have submitted a DSAR</li> </ul>	Available for relevant cases			
15	Mediation	<ul style="list-style-type: none"> <li>All documents/information if Claimant was a participant in Mediation scheme 2013</li> </ul>	Available where POL records exist			
16	Additional Information	<ul style="list-style-type: none"> <li>Anything else found as part of the data gathering and analysis listed above</li> </ul>	Available for relevant cases			
17	Shortfall Analysis Report Write Up & completion of Document Collation Template	<ul style="list-style-type: none"> <li>Completed Shortfall Analysis and Document Collation templates in addition to supporting evidence located by POL</li> </ul>		0	0	Not requested at the time of disclosure.
	<b>Total</b>			<b>0Files</b>	<b>00.00 MB</b>	

\*SharePoint – Post Office internal tracking documents.

- Trackers containing data relating to Transaction Corrections for multiple branches are not included as these are already provided in the Transaction Correction data for each branch.
- Trackers containing Department of Work Pension data which show where items were allowed/disallowed, with the associated TC are not included as these are already provided in the Transaction Correction data.
- Trackers containing data relating to Customer Accounts/Branch Debt for multiple branches are not included as this data is already provided in the POLSAP/CFS data for each branch.
- Trackers containing data relating to multiple branches for performance purposes are not included given the data is already provided in another format.

Annex C – Registration Form

GLO COMPENSATION SCHEME: DBT REGISTRATION FORM

*The information collected in this form is to collect basic information for registration only. Your answers will be non-binding and will not by any means prejudice your full claim which will submitted via a separate Main Application Form that will be issued in due course*

*DBT continues to urge postmasters to engage legal advisors who can assist you with completing this Registration Form. DBT has agreed to meet the reasonable legal costs of members of the GLO and has set out the tariff by which those costs will be calculated [here](#).*

Section 1: Personal Details

Personal details	
Full name of claimant (and “known as”)	
Previous name if any	
Date of Birth	
National Insurance Number	
Postal Address	
Email Address(es)	
Telephone Number	
Legal Representative	
Legal Representative Postal Address	

**Section 2: Branch Details**

*Please complete details of the branch or branches your claim relates to.*

	<b>Branch 1</b>	<b>Branch 2 (if applicable)</b>	<b>Branch 3 (if applicable)</b>	<b>Branch 4 (if applicable)</b>
Branch Name				
Branch Address				
Dates of POL tenure - First Day of Service - Last Day of Service				
Company Name (if applicable)				
Desirable information (i.e. if known by the claimant)				
FAD Code				
Payroll / Customer Number				
Current or former postmaster?				
Do you intend to claim for any shortfalls from this branch?	Y/N	Y/N	Y/N	Y/N

**Schedule 2 (Specification)**

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<b>Search of POL Records</b>	
To the best of your knowledge, please indicate dates in relation to which a search of POL records should be undertaken.	

<b>HMRC Disclosure</b>	
Do you intend to request disclosure from HMRC?	Y/N

<b>GLO Participant</b>	
Please confirm here that you were a claimant in the High Court "GLO" case ( <i>Bates v Post Office Limited</i> ) proceedings and have not been convicted of a criminal offence related to the Horizon scandal?	Y/N

**Consent**

Signed (claimant or authorised representative)	
Name	
Date	

**By signing this document, I confirm that: I consent to DBT sharing details of my application with Post Office Ltd. for the purpose of identifying Personal Data, Special Category Personal Data and Criminal Offence Data relevant to my claim and for that information to be shared with DBT and its appointed representatives in relation to the GLO Compensation Scheme.**

To see how DBT intends to use your data please see here:

<https://www.gov.uk/government/publications/compensation-scheme-for-group-litigation-order-case-postmasters/compensation-scheme-for-group-litigation-order-case-postmasters-privacy-notice>

When completed, please return to: [glocompensation@beis.gov.uk](mailto:glocompensation@beis.gov.uk)

**Schedule 2 (Specification)**

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**Annex D - Shortfall form****GLO COMPENSATION SCHEME: HORIZON SHORTFALL FORM**

*The information collected in this form is solely to be used by DBT to understand any Horizon Shortfalls\* you have claimed. It will be shared with Post Office who have been instructed to search for these, and any other Horizon Shortfalls which may be in / around the dates requested.*

*Please complete it to the best of your knowledge and include any supporting information you have. In order to help you, we have agreed for Post Office to provide the Network Design Analysis (NDA) Data relevant to your branch(es). If you feel that you can complete the form without this information then please do, otherwise it will be provided to you via the Dentons Direct platform.*

*\*As defined in the GLO Compensation Scheme Guidance and Principles*

<b>GLO Scheme Reference Number</b>			
<b>Full name of claimant (and “known as”)</b>			
<b>Shortfalls</b>	<b>Horizon Shortfalls</b>		
	<b>Dates (or range of dates) on which shortfalls occurred</b>	<b>Approximate total value</b>	<b>Any further information which is relevant to the shortfall</b>
Branch 1 (name and branch code)			
Branch 2 (if applicable) (name and branch code)			

**Schedule 2 (Specification)**

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Branch 3 (if applicable) (name and branch code)			
Branch 4 (if applicable) (name and branch code)			





### **Schedule 3 (Charges)**

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- 3.4.3 The estimates noted in paragraphs 3.4.1 and 3.4.2 above are subject to the Allowable Assumptions and do not include provision for any Ad-hoc Services.
- 3.4.4 In the context of DSAR associated costs, the Contract Value is to be utilised to ensure payment for all associated costs in relation to DSAR related matters and also the completion of Phase 1 and Phase 2 generally (as defined in paragraph 3 of Schedule 2) in so far as they are required to complete disclosure for the GLO Scheme.
- 3.4.5 [REDACTED]

#### **4. When the Supplier can ask to change the Charges**

- 4.1 It is acknowledged by the Parties that the Contract Value is indicative only.
- 4.2 The Parties agree to discuss any increase in the Contract Value should it be likely to be exceeded at any stage during the term of this Contract prior to the increase occurring and in accordance with paragraphs 3.3 and 4.3.
- 4.3 The Parties will hold a meeting on total spend to date in context of the Contract Value every month. The Supplier will, during this meeting advise if there is any anticipated increase required beyond the Contract Value. Once notice is provided, the parties will agree future spend in respect of the charge back provision set out at paragraph 3.2 above.
- 4.4 Further to paragraph 3.2 above, it is acknowledged by the Parties that this is an "at cost" arrangement and therefore should the Parties be unable to reach agreement in relation to an increase in the Contract Value under paragraph 4.3 above, and the Contract Value has been fully committed in relation to costs incurred and costs forecasted, the Supplier shall not be obliged to perform any further Services beyond the Contract Value until an agreement to increase the Contract Value has been reached.
- 4.5 In the unlikely event that the Parties are unable to reach an agreement and the Buyer does not authorise an increase in the Contract Value, either Party may serve written notice to terminate this Contract. The amount of notice will depend on the forecasted Services remaining under the existing Contract Value and, in any event, must be as much notice as is reasonably practicable in the circumstances, but will be no less than 90 days.

**Schedule 3 (Charges)**

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**5. Other events that allow the Supplier to change the Charges**

5.1 The Charges can also be varied (and Annex 1 will be updated accordingly) due to:

- 5.1.1 a Specific Change in Law in accordance with Clauses 28.6 to 28.8;
- 5.1.2 a request from the Supplier, which it can make at any time, to decrease the Charges.

**6. Allowable Assumptions**

Whilst the Supplier has endeavoured to identify all the costs that the Supplier will incur in fulfilling this Contract and will use reasonable endeavours to keep costs within the Contract Value, the Supplier will recharge all actual staff and non-staff costs incurred in the provision of the Services in accordance with paragraph 3.2 above.

Actual costs incurred by the Supplier will be dependent on factors such as:

- i) [REDACTED]
- ii) Delivery of the Project is subject to a number of external factors, not within the Buyer's and/or Supplier's control, including but not limited to, the Buyer being in receipt of sufficient numbers of complete applications for processing and the complexity of data retrieved on a case by case basis and the evolving DSAR process, compliance and applications as received.
- iii) It should be noted that that the DSAR related costs and new and developing processes / project costs were not within the original estimates at paragraphs 3.4.1 and 3.4.2 insofar as they occurred after the estimates were provided and as such, the estimate is subject to the relevant revisions needed to cover such alterations and developments.
- iv) All dealings are directly with DBT and not with any third parties;
- v) Process flow is as agreed in Schedule 2;
- vi) The number of branches where data needs to be searched (i.e. a Postmaster can claim Horizon shortfall losses for more than one branch they ran);
- vii) The number of individual shortfalls claimed per branch;
- viii) The amount of ARQ data that needs to be retrieved to supplement other searches;
- ix) The mix and grade of internal and contract staff;
- x) The cost of retaining internal and contract staff to the end of their secondment or contract term if they cannot be redeployed or returned to the donor department / given notice when they are no longer required to fulfil the contract
- xi) Changes in scope of the Contract as agreed between the Parties;

**Schedule 3 (Charges)**

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- xii) Holiday and sick pay entitlements included within contracts of the staff providing the Services.

Schedule 3 (Charges)  
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Annex 1: Rates and Prices for the Services

Time and Materials

The following rates are correct as at the Start Date. Contractor costs may be subject to change on their contract extension dates. The Supplier will advise the Buyer of an impact to the Contract Value as a result of pay increases in accordance with paragraph 4.2.

POL Resource	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div><div>2.</div></div>
Senior HMU member and Legal Advisor - internal				
Senior HMU member and Legal Advisor - contractor				
Senior Operations Manager - internal				
Claim Review Advisor - internal				
Claim Review Advisor contractor				
Information Rights Advisor - internal				
Information Rights Advisor - Contractor				
Full Time QA - internal				
Full Time QA - contractor				
Ops Team Leader - internal				
Ops Team Leader - contractor				
Data Redactor --- contractor 3b _ Team Leader				
Data Redactor --- contractor 3a				

**Schedule 3 (Charges)**

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Data Redactor --- contractor 2a				
Project Manager - contractor				
1. Cost recharged will be actual costs as recorded in POL accounting systems				
2. Inclusive of agency charges and iVat incurred by POL				
<b>Other Costs – this list is not exhaustive of the costs that may be incurred</b>				
Acrobat Pro Licences / [REDACTED] + iVat				
Legal Fees + iVat				
[REDACTED] [REDACTED]				
Project Exit Costs				
ARQ/HSD Data Retrieval – cost per branch per month				
Scanning – per branch file				

The rates above exclude VAT which will be added to each invoice at the prevailing rate.

### **Schedule 3 (Charges)**

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## **Annex 2: Invoicing Process for the Charges**

On the Effective Date, the Supplier will issue an invoice to cover the costs incurred in respect of the provision of the Services from the period from the Start Date to the Effective Date.

The invoicing process for the Charges can be summarised as follows:

1. The information required for the Supplier to prepare invoices is available three working days after each period end (the Supplier works on 13 periodic reporting periods per year).
2. The Supplier will complete an internal form and submit to its Finance team to raise the invoice.
3. At the same time as 2. above, the Supplier will provide the Buyer with a breakdown of work undertaken in the period in an Excel spreadsheet format containing the following details for the Buyer's approval ("Breakdown"):
  - Grade/Job Title
  - Description of role
  - Hourly or day rate
  - Hours / days worked
4. DBT will approve or provide any queries on the Breakdown within three (3) Working Days of receipt. If no response is provided by the Buyer within three (3) Working Days, the Breakdown will be deemed approved. If any queries are raised on the Breakdown, the process under paragraph 3 above will be repeated. Upon approval of the Breakdown, the Supplier will issue its invoice to the Buyer in accordance with paragraph 5 below.
5. The Supplier's finance team will process the invoice within two working days of the approval of the Breakdown:
  - a. This will be on or around the second week of the month following the costs incurred.
  - b. The Supplier's finance team will send the invoice to an agreed mailbox displaying the legal entity name supplied by DBT. This will include:
    1. all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
    2. a copy of the relevant approved Breakdown.
6. Buyer to pay invoices within 30 days of receipt to the nominated Supplier bank account in accordance with clause 4.3 of the Core Terms.

**Schedule 5 (Commercially Sensitive Information)**

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**Schedule 5 (Commercially Sensitive Information)****1. What is the Commercially Sensitive Information?**

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Award Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Buyer's obligation to disclose Information in accordance with FOIA or Clause 20 (When you can share information), the Buyer will, having consulted the Supplier and taken into account its views, seek to apply relevant exemptions set out in the FOIA as appropriate, including but not limited to the following Information:

<b>No.</b>	<b>Date</b>	<b>Item(s)</b>	<b>Duration of Confidentiality</b>
1	Start Date	Day Rates	Indefinite



## **Schedule 6 (Transparency Reports)**

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# **Schedule 6 (Transparency Reports)**

1. The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
2. Without prejudice to the Supplier's reporting requirements set out in the Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
3. If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
4. The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Schedule 6 (Transparency Reports)  
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Annex A: List of Transparency Reports

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]

**Schedule 21 (Variation Form)**

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**Schedule 21 (Variation Form)**

This form is to be used in order to change a contract in accordance with Clause 27 of the Core Terms (Changing the Contract)

Contract Details		
This variation is between:	[Buyer] ("the Buyer") And [insert] name of Supplier ("the Supplier")	
Contract name:	[insert] name of contract to be changed ("the Contract")	
Contract reference number:	[insert] contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: Buyer/Supplier]	
Variation number:	[insert] variation number]	
Date variation is raised:	[insert] date]	
Proposed variation		
Reason for the variation:	[insert] reason]	
An Impact Assessment shall be provided within:	[insert] number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: • [Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ [insert] amount]
	Additional cost due to variation:	£ [insert] amount]
	New Contract Value:	£ [insert] amount]

**Schedule 21 (Variation Form)**

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1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by the Buyer.
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

**Schedule 21 (Variation Form)**  
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Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

## **Schedule 22 (Insurance Requirements)**

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# **Schedule 22 (Insurance Requirements)**

## **1. The insurance you need to have**

- 1.1 The Supplier shall take out and maintain or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than the Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
- 1.2 The Insurances shall be:
  - 1.2.1 maintained in accordance with Good Industry Practice;
  - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
  - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
  - 1.2.4 maintained until the End Date except in relation to Professional Indemnity where required under the Annex Part C which shall be maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

## **2. How to manage the insurance**

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
  - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
  - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
  - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

## **3. What happens if you aren't insured**

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

**Schedule 22 (Insurance Requirements)**

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- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Buyer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

**4. Evidence of insurance you must provide**

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Buyer, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

**5. Making sure you are insured to the required amount**

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Buyer and provide details of its proposed solution for maintaining the minimum limit of indemnity.

**6. Cancelled Insurance**

- 6.1 The Supplier shall notify the Buyer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Buyer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

**7. Insurance claims**

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or the Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of the Contract or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim in excess of £1m relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Buyer) full details of the incident giving rise to the claim.

**Schedule 22 (Insurance Requirements)**

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- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.



**Schedule 22 (Insurance Requirements)**  
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**ANNEX: REQUIRED INSURANCES**

**PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE**

**1 Insured**

1.1 The Supplier

**2 Interest**

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

(a) death or bodily injury to or sickness, illness or disease contracted by any person; and

(b) loss of or damage to physical property;

happening during the period of insurance (as specified in Paragraph 5) and arising out of or in connection with the provision of the Deliverables and in connection with this Contract.

**3 Limit of indemnity**

3.1

[REDACTED]

**4 Territorial limits**

**United Kingdom**

**5 Period of insurance**

5.1 From the date of this Contract for the period of the Contract and renewable on an annual basis unless agreed otherwise by the Buyer in writing.

**6 Cover features and extensions**

6.1 Indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Contract and for which the Supplier is legally liable.

**7 Principal exclusions**

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.

**Schedule 22 (Insurance Requirements)**

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- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence.

**8 Maximum deductible threshold**

8.1



**PART B: UNITED KINGDOM COMPULSORY INSURANCES**

The Supplier shall meet its insurance obligations under applicable Law in full, including, United Kingdom employers' liability insurance and motor third party liability insurance.

**PART C: ADDITIONAL INSURANCES**

Not applicable

**Schedule 25 (Rectification Plan)**

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**Schedule 25 (Rectification Plan)**

Request for <b>[Revised]</b> Rectification Plan			
Details of the Notifiable Default:	<b>[Guidance: Explain the Notifiable Default, with clear schedule and clause references as appropriate]</b>		
Deadline for receiving the <b>[Revised]</b> Rectification Plan:	<b>[add]</b> date (minimum 10 days from request)		
Signed by Buyer:		Date:	
Supplier <b>[Revised]</b> Rectification Plan			
Cause of the Notifiable Default	<b>[add]</b> cause]		
Anticipated impact assessment:	<b>[add]</b> impact]		
Actual effect of Notifiable Default:	<b>[add]</b> effect]		
Steps to be taken to rectification:	<b>Steps</b>	<b>Timescale</b>	
	1.	<b>[date]</b>	
	2.	<b>[date]</b>	
	3.	<b>[date]</b>	
	4.	<b>[date]</b>	
	<b>[...]</b>	<b>[date]</b>	
Timescale for complete Rectification of Notifiable Default	<b>[X]</b> Working Days		
Steps taken to prevent recurrence of Notifiable Default	<b>Steps</b>	<b>Timescale</b>	
	1.	<b>[date]</b>	
	2.	<b>[date]</b>	
	3.	<b>[date]</b>	
	4.	<b>[date]</b>	

**Schedule 25 (Rectification Plan)**

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	[...]	[date]	
Signed by the Supplier:		Date:	
<b>Review of Rectification Plan Buyer</b>			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for rejection (if applicable)	[add] reasons]		
Signed by Buyer		Date:	

## **Schedule 26 (Sustainability)**

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# **Schedule 26 (Sustainability)**

## **Part A**

### **1. Public Sector Equality Duty**

- 1.1. In addition to legal obligations, where the Supplier is providing a Deliverable to which the Public Sector Equality duty applies, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under the Contract in a way that seeks to:
  - 1.1.1. eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and
  - 1.1.2. advance:
    - 1.1.2.1. equality of opportunity; and
    - 1.1.2.2. good relations,
  - 1.1.3. between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

### **2. Employment Law**

- 2.1. The Supplier must perform its obligations meeting the requirements of all applicable Law regarding employment.

### **3. Modern Slavery**

- 3.1. The Supplier:
  - 3.1.1. shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
  - 3.1.2. shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identity papers with the employer and shall be free to leave their employer after reasonable notice;
  - 3.1.3. warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
  - 3.1.4. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;

**Schedule 26 (Sustainability)**

Crown Copyright 2022

- 3.1.5. shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world;
- 3.1.6. shall have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Contract;
- 3.1.8. shall provide a copy of its Modern Slavery Statement produced pursuant to section 54 of the Modern Slavery Act 2015 upon request;
- 3.1.9. shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10. shall not use or allow child or slave labour to be used by its Subcontractors; and
- 3.1.11. shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Buyer and Modern Slavery Helpline.

**4. Environmental Requirements**

- 4.1. The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.
- 4.2. In performing its obligations under the Contract, the Supplier shall, where applicable to the Contract, to the reasonable satisfaction of the Buyer:
  - 4.2.1. prioritise waste management in accordance with the Waste Hierarchy as set out in Law;
  - 4.2.2. be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law; and
  - 4.2.3. ensure that it and any third parties used to undertake recycling, disposal or other recovery as a consequence of this Contract do

**Schedule 26 (Sustainability)**

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so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal.

- 4.3. In circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency.
- 4.4. In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Buyer (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.
- 4.5. The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:  
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

**5. Supplier Code of Conduct**

- 5.1. In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/779660/20190220-Supplier\\_Code\\_of\\_Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)

The Buyer expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

**6. Reporting**

- 6.1. The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with any of the requirements in Paragraphs Public Sector Equality Duty-Supplier Code of Conduct of this Part A above within fourteen (14) days of such request.

**Part C****7. Social Value**

- 7.1. The Supplier does not need to provide a Social Value Report to the Buyer.

**Schedule 36 (Intellectual Property Rights)**

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**Schedule 36 (Intellectual Property Rights)**



## **Schedule 36 (Intellectual Property Rights)**

Crown Copyright 2022

### **1. Intellectual Property Rights**

- 1.1. Each Party keeps ownership of its own Existing IPR. Neither Party has the right to use the other Party's IPR, including any use of the other Party's names, logos or trademarks, except as expressly granted elsewhere under the Contract or otherwise agreed in writing.
- 1.2. Except as expressly granted elsewhere under the Contract, neither Party acquires any right, title or interest in or to the IPR owned by the other Party or any third party.

#### **1.3. Licences granted by the Supplier: Supplier Existing IPR**

- 1.3.1. Where the Buyer orders Deliverables which contain or rely upon Supplier Existing IPR, the Supplier hereby grants the Buyer a Supplier Existing IPR Licence on the terms set out in Paragraph The Supplier Existing IPR Licence granted by the Supplier to the Buyer is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-license any Supplier Existing IPR which is reasonably required by the Buyer to enable it:.
- 1.3.2. The Supplier Existing IPR Licence granted by the Supplier to the Buyer is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-license any Supplier Existing IPR which is reasonably required by the Buyer to enable it:
  - 1.3.2.1. or any End User to use and receive the Deliverables; or
  - 1.3.2.2. to use, sub-licence or commercially exploit (including by publication under Open Licence) the New IPR and New IPR Items,for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Public Sector Body, any other Public Sector Body's) business or function.

#### **1.4. Licences granted by the Buyer and New IPR**

- 1.4.1. Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Buyer Existing IPR and New IPR for the purpose of fulfilling its obligations during the Contract Period.
- 1.4.2. Where a Party acquires ownership of IPR incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

**Schedule 36 (Intellectual Property Rights)**

Crown Copyright 2022

- 1.4.3. Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR in the table at Annex 1 to this Schedule 36 and keep this updated throughout the Contract Period.

**1.5. Open Licence Publication**

- 1.5.1. Subject to Paragraph The Supplier may within 15 days of a Buyer Open Licence Request under Paragraph The Supplier will supply any or all New IPR Items in a format suitable for publication under Open Licence ("the Open Licence Publication Material") within 30 days of written request from the Buyer ("Buyer Open Licence Request"). request in writing that the Buyer excludes all or part of:, the Supplier agrees that the Buyer may at its sole discretion publish under Open Licence all or part of the New IPR Items.
- 1.5.2. Subject to Paragraph The Supplier may within 15 days of a Buyer Open Licence Request under Paragraph The Supplier will supply any or all New IPR Items in a format suitable for publication under Open Licence ("the Open Licence Publication Material") within 30 days of written request from the Buyer ("Buyer Open Licence Request"). request in writing that the Buyer excludes all or part of:, the Supplier hereby warrants that the New IPR Items are suitable for release under Open Licence.
- 1.5.3. The Supplier will supply any or all New IPR Items in a format suitable for publication under Open Licence ("the Open Licence Publication Material") within 30 days of written request from the Buyer ("Buyer Open Licence Request").
- 1.5.4. The Supplier may within 15 days of a Buyer Open Licence Request under Paragraph The Supplier will supply any or all New IPR Items in a format suitable for publication under Open Licence ("the Open Licence Publication Material") within 30 days of written request from the Buyer ("Buyer Open Licence Request"). request in writing that the Buyer excludes all or part of:
- 1.5.4.1. the New IPR; or
- 1.5.4.2. Supplier Existing IPR or Third Party IPR that would otherwise be included in the Open Licence Publication Material supplied to the Buyer pursuant to Paragraph The Supplier will supply any or all New IPR Items in a format suitable for publication under Open Licence ("the Open Licence Publication Material") within 30 days of written request from the Buyer ("Buyer Open Licence Request").

from Open Licence publication.

**Schedule 36 (Intellectual Property Rights)**

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- 1.5.5. Any decision to Approve any such request from the Supplier pursuant to Paragraph The Supplier may within 15 days of a Buyer Open Licence Request under Paragraph The Supplier will supply any or all New IPR Items in a format suitable for publication under Open Licence ("the Open Licence Publication Material") within 30 days of written request from the Buyer ("Buyer Open Licence Request"). request in writing that the Buyer excludes all or part of: shall be at the Buyer's sole discretion, not to be unreasonably withheld, delayed or conditioned.
- 1.5.6. Subject to Clause [REDACTED] of the Core Terms, the Buyer will not be liable in the event that any Supplier Existing IPR or Third Party IPR is included in the Open Licence Publication Material published by the Buyer.

**1.6. Third Party IPR**

- 1.6.1. The Supplier shall not use in the delivery of the Deliverables any Third Party IPR unless Approval is granted by the Buyer and it has procured that the owner or an authorised licensor of the relevant Third Party IPR has granted a Third Party IPR Licence on the terms set out in Paragraph The Third Party IPR Licence granted to the Buyer shall be a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-licence any Third Party IPR which is reasonably required by the Buyer to enable it or any End User to receive and use the Deliverables and make use of the deliverables provided by a Replacement Supplier.. If the Supplier cannot obtain for the Buyer a licence on the terms set out in Paragraph The Third Party IPR Licence granted to the Buyer shall be a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-licence any Third Party IPR which is reasonably required by the Buyer to enable it or any End User to receive and use the Deliverables and make use of the deliverables provided by a Replacement Supplier. in respect of any Third Party IPR the Supplier shall:
- 1.6.1.1. notify the Buyer in writing; and
- 1.6.1.2. use the relevant Third Party IPR only if the Buyer has provided authorisation in writing, with reference to the acts authorised and the specific IPR involved.
- 1.6.2. In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

**Schedule 36 (Intellectual Property Rights)**

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- 1.6.3. The Third Party IPR Licence granted to the Buyer shall be a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-licence any Third Party IPR which is reasonably required by the Buyer to enable it or any End User to receive and use the Deliverables and make use of the deliverables provided by a Replacement Supplier.

**1.7. Termination of licences**

- 1.7.1. The Supplier Existing IPR Licence granted pursuant to Paragraph Licences **granted by the Supplier: Supplier Existing IPR** and the Third Party IPR Licence granted pursuant to Paragraph Third **Party IPR** shall survive the Expiry Date and termination of this Contract.
- 1.7.2. The Supplier shall, if requested by the Buyer and to the extent reasonably necessary to ensure continuity of service during exit and transition to any Replacement Supplier, grant (or procure the grant) to the Replacement Supplier a licence to use any Supplier Existing IPR or Third Party IPR on terms equivalent to the Supplier Existing IPR Licence or Third Party IPR Licence (as applicable) subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.
- 1.7.3. Any licence granted to the Supplier pursuant to Paragraph Licences **granted by the Buyer and New IPR** (Licence granted by the Buyer) shall terminate automatically on the Expiry Date and the Supplier shall:
- 1.7.3.1. immediately cease all use of the Buyer Existing IPR (including the Buyer Data within which the Buyer Existing IPR may subsist);
  - 1.7.3.2. at the discretion of the Buyer, return or destroy documents and other tangible materials that contain any of the Buyer Existing IPR and the Buyer Data, provided that if the Buyer has not made an election within six months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Buyer Existing IPR and the Buyer Data (as the case may be); and
  - 1.7.3.3. ensure, so far as reasonably practicable, that any Buyer Existing IPR and Buyer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier containing such Buyer Existing IPR or Buyer Data.

**Schedule 36 (Intellectual Property Rights)**

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**Schedule 38 (Disclosure Protocol)**  
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## **ANNEX A: DETAILS OF THE SHARING OF GLO PERSONAL DATA**

### **1. Purposes for which the GLO Personal Data will be processed**

The GLO Personal Data is required to be shared for the purpose of fulfilling the Agreed Purposes.

### **2. Details of the GLO Personal Data**

The GLO Personal Data relates to GLO Claimants, previous or current POL employees or personnel, and other third parties referenced in the relevant documents provided to the Parties, including family members of the claimant, or employees of the branch of which the claimant was postmaster.

The Personal Data shared between the Parties for GLO Claimants as part of the GLO Personal Data includes:

- i) first name(s)
- ii) surname (including any previous names),
- iii) home address
- iv) postcode
- v) telephone number,
- vi) email address,
- vii) job titles,
- viii) details about contracts held (or that were held) with POL;
- ix) financial information about shortfalls and other losses;
- x) details about actions taken in relation to shortfalls and other losses, and
- xi) any other Personal Data that the claimant may submit as part of their claim.

The GLO Personal Data may also include Special Category Personal Data related to health (for example, a claimant may choose to submit medical records to support their application) and Criminal Offence Data (for example, information related to potential prosecutions and alleged offences). Whether these types of Personal Data are shared with either Party will depend upon the Personal Data included in both a GLO Claimant's claim, and any relevant supporting documents provided.

### **3. Lawful basis for the sharing of the GLO Personal Data**

POL's lawful basis for the sharing of the GLO Personal Data is set out below.

*For all GLO Personal Data:* Article 6(1)(f) of the UK GDPR - processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child

*For Special Category Personal Data:* Article 9(2)(f) of the UK GDPR - processing is necessary for the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity

*For Criminal Offence Data:* Schedule 1, Part 3, Paragraph 33 of the DPA 2018 – processing is necessary for the purpose of, or in connection with, any legal proceedings (including prospective legal proceedings) or for the purpose of obtaining legal advice, or is otherwise necessary for the purposes of establishing, exercising or defending legal rights.

DBT's lawful basis for the Processing of GLO Personal Data is set out below.

*For all GLO Personal Data:* Article 6(1)(e) of the UK GDPR – processing is necessary for the performance of a task carried out in the public interest (such task being supported by provisions contained in the Appropriation Act.

*For Special Category Personal Data:* Article 9(2)(g) of the UK GDPR – processing is necessary for reasons of substantial public interest together with Paragraph 6 of Schedule 1 to the DPA 2018, statutory and government purposes, and Paragraph 33 of Schedule 1 to the DPA 2018, legal claims.

*For Criminal Offence Data:* Schedule 1, Part 3, Paragraph 6 of the DPA 2018 – processing is necessary for the purpose of the exercise of a function conferred on a person by an enactment or rule of law; or the exercise of a function of the Crown, a Minister of the Crown or a government department, together with Paragraph 33 of Schedule 1 to the DPA 2018, legal claims.

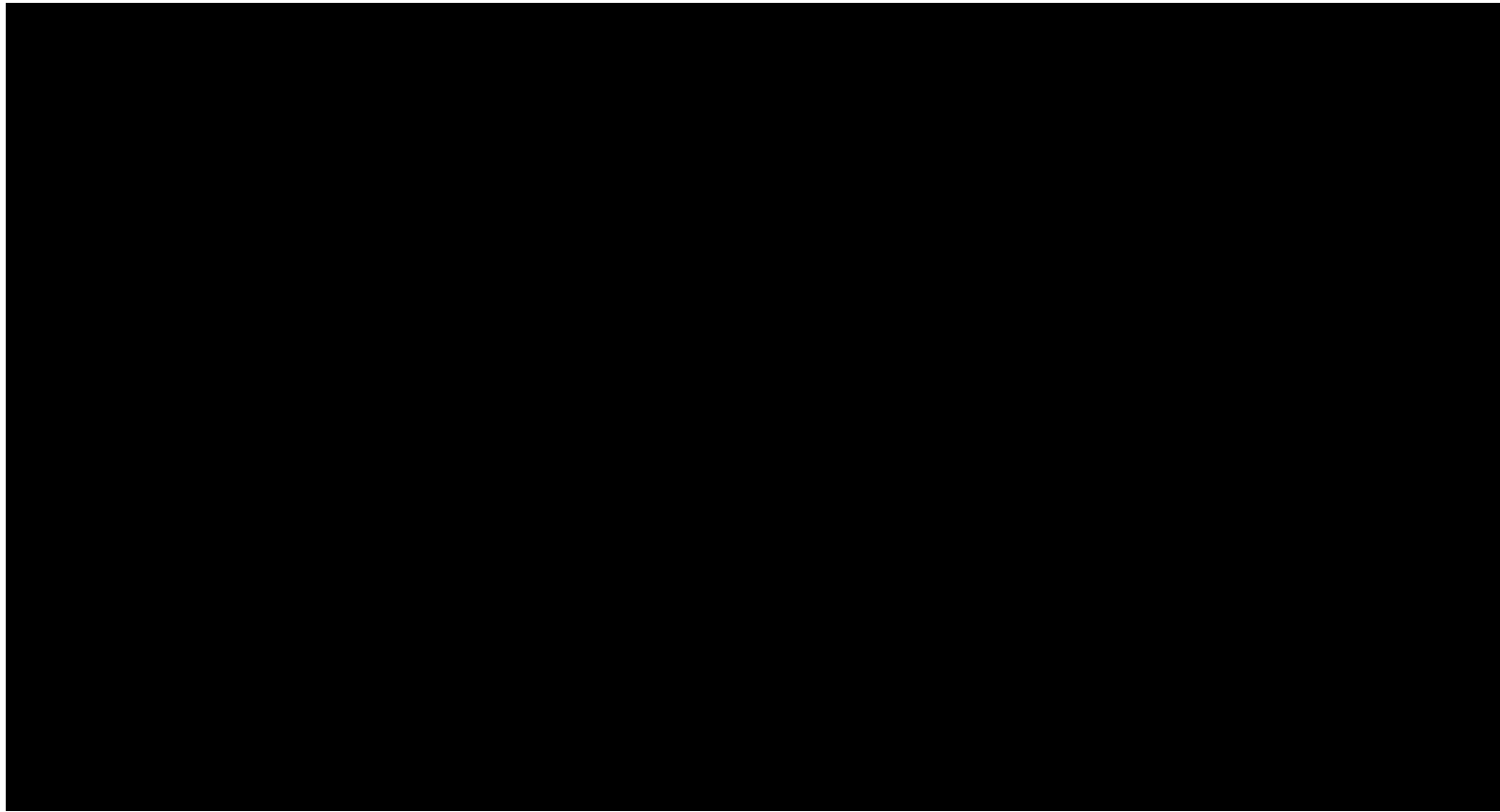
#### **4. Other organisations involved in the sharing of the GLO Personal Data**

No further parties are intended to be involved in the sharing of the GLO Personal Data between POL and DBT. This does not prevent either party utilising IT service providers to effect the sharing (see section 5 below).

#### **5. How the GLO Personal Data will be shared**

All GLO Personal Data will be made available electronically by using a secure transfer mechanism such as [REDACTED]





## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Post Office Limited (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Post Office Limited:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [docusign-admin-pol@medius.com](mailto:docusign-admin-pol@medius.com)

#### **To advise Post Office Limited of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [docusign-admin-pol@medius.com](mailto:docusign-admin-pol@medius.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Post Office Limited**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [docusign-admin-pol@medius.com](mailto:docusign-admin-pol@medius.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Post Office Limited**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [docusign-admin-pol@medius.com](mailto:docusign-admin-pol@medius.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Post Office Limited as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Post Office Limited during the course of your relationship with Post Office Limited.