HM Revenue & Customs

100 Parliament Street

Westminster

London SW1A 2BQ

and

Sonic Communications (Int) Ltd

Birmingham International Park

Starley Way

Bickenhill

Birmingham

B37 7HB

AGREEMENT relating to IP50 Remit Expansion

Commercial Directorate Ref: SR490841305

Form of Agreement

This Agreement is made between the Commissioners for Her Majesty's Revenue and Customs (the "**Authority"**) of 100 Parliament Street, Westminster, London, SW1A 2BQ and Sonic Communications (Int) Ltd (the "**Supplier"**) whose company number is 1248257 and whose main or registered office is at Birmingham International Park, Starley Way, Bickenhill, Birmingham, B37 7HB.

This Agreement is effective from and including 21/12/2020 ("**Effective Date**") and shall expire on 30/04/2021 ("**Expiry Date**").

It is agreed that:

This Form of Agreement together with the Terms and Conditions and Schedules are the documents that form the Agreement.

The Agreement effected by the signing of this Form of Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Agreement and supersedes all prior negotiations, representations or understandings whether written or oral.

Signed for and on behalf of:

	The Commissioners for HM Revenue & Customs:		**Sonic Communications (Int) Ltd**
Signature:		Signature:	
Name:		Name:	
Capacity:		Capacity:	
Date:		Date:	
Address:		Address:	
Telephone:		Telephone:	
email:		email:	

Terms and Conditions

1 Interpretation

1.1 In this Agreement, unless otherwise provided or the context otherwise requires the following expressions shall have the meanings set out below:

"Agreement" the contract between (i) the Authority acting as part of the Crown and (ii) the Supplier;

"Authority" has the meaning given in the Form of Agreement;

"Authority Data"

(a) 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, and which are:

(i) supplied to the Supplier by or on behalf of the Authority; and/or

(ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or

(b) any Personal Data for which the Authority is the Controller, or any data derived from such Personal Data which has had any designatory data identifiers removed so that an individual cannot be identified.

"BPSS" the HMG Baseline Personnel Security Standard staff vetting procedures, issued by the Cabinet Office Security Policy Division and Corporate Development Group;

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

(a) Government Department;

(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);

(c) Non-Ministerial Department; or

(d) Executive Agency;

"Charges" the charges for the Services as specified in Paragraph A5 of Schedule 1 (Service Order);

"Confidential Information" all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;

"Default" any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement:

(a) in the case of the Authority, of its employees, servants, agents; or

(b) in the case of the Supplier, of its sub-contractors or any Supplier Personnel,

	in connection with or in relation to the subject-matter of this Agreement and in respect of which such Party is liable to the other;
"Effective Date"	has the meaning given in the Form of Agreement;
"Expiry Date"	has the meaning given in the Form of Agreement;
"FOIA"	the Freedom of Information Act 2000;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"Information"	has the meaning given under section 84 of the FOIA;
"Intellectual Property Rights"	patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
"Law"	any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Losses"	losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
"Key Personnel"	any Supplier Personnel specified as such in Paragraph 3 (Contract Management Roles and Dispute Escalation Points) of Schedule 3 (Contract Management Plan and Management Information) or otherwise notified as such by the Authority to the Supplier in writing;
"Occasion of Tax Non-Compliance"	(a) any Tax return of the Supplier and/or its subcontractor and/or any non-submission of a Tax return (whether deliberate or by omission) by the Supplier and/or its subcontractor to the Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of: (iii) a Relevant Tax Authority successfully challenging the Supplier or relevant sub-contractor under the General Anti Abuse Rule or the Halifax Abuse Principle or TAAR 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 or TAAR; (iv) the failure of an avoidance scheme which the Supplier or relevant sub-contractor 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) the Tax affairs of the Supplier or any of its sub-contractors have given rise to a criminal conviction in any jurisdiction for Tax related offences within the last five (5) years which is not spent at the Effective Date or to a civil penalty for fraud or evasion within the last three (3) years;

(c) For these purposes :

(i) a return is "submitted" when it is first submitted to the Relevant Tax Authority and any subsequent amendments or re-submissions are to be ignored; and

(ii) a Relevant Tax Authority will not be deemed to have "successfully challenged" the Supplier or a sub-contractor until an appeal against such challenge is no longer possible.

"Party"	the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given in the GDPR;
"Purchase Order Number"	the Authority's unique number relating to the supply of the Services;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"**Reimbursable Expenses**"	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 Authority's expenses policy current from time to time, but not including: (a) travel expenses incurred as a result of Supplier Personnel 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 Authority otherwise agrees in advance in writing; and (b) subsistence expenses incurred by Supplier Personnel 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;
"Relevant Tax Authority"	HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established, resident or liable to any Tax;
"Services"	the services to be supplied by the Supplier to the Authority under the Agreement, including the provision of any Goods;
"Services Start Date"	the services start date set out in Paragraph A4 of Schedule 1 (Service Order);
"Specification"	the specification for the Services (including as to quantity, description and quality) as specified in Paragraph A6 of Schedule 1 (Service Order);
"Supplier Personnel"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Agreement;
"Supplier"	has the meaning given in the Form of Agreement;
"Tax"	means: (a) all forms of tax whether direct or indirect; (b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; (c) all statutory, governmental, state, federal, provincial, local government or

municipal charges, duties, imports, contributions. levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and

(d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,

in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;

"Term" the period from the Effective Date to the Expiry Date as such period may be extended in accordance with Clause **Error! Reference source not found.** or terminated in accordance with the terms and conditions of the Agreement;

"VAT" value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

"Working Day" a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;

1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;

1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

1.3 In the event of any conflict between the terms of Schedule 1 (Service Order) and any other term of this Agreement, the terms of Schedule 1 shall prevail.

2 Supply of Services

2.1 In consideration of the Authority's agreement to pay the Charges, the Supplier shall supply the Services to the Authority from the Services Start Date until the end of the Term subject to and in accordance with the terms and conditions of the Agreement.

2.2 In supplying the Services, the Supplier shall:

2.2.1 co-operate with the Authority in all matters relating to the Services and comply with all the Authority's instructions;

2.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;

2.2.3 use Supplier Personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;

2.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;

2.2.5 comply with all applicable Laws; and

2.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

2.3 If the Authority informs the Supplier in writing that the Authority reasonably believes that any part of the Services does not meet the requirements of the Agreement or differs in any way from those requirements, and this is other than as a result of a Default by the Authority, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Agreement within such reasonable time as may be specified by the Authority.

3 Supply of Goods

3.1 Where**,** as part of the Services, the Supplier is to sell goods or equipment ("**Goods**") to the Authority:

3.1.1 the relevant Goods and their prices shall be as set out in Schedule 1 (Service Order);

3.1.2 the Supplier shall supply and, where relevant, install the Goods in accordance with the relevant specification;

3.1.3 the Supplier shall ensure that the Goods are free from material defects in design, materials and workmanship and remain so for twelve (12) months after delivery;

3.1.4 if following inspection or testing the Authority considers that the Goods do not conform with the relevant specification, the Authority shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance; and

3.1.5 without prejudice to any other rights or remedies of the Authority the risk and title in the Goods shall pass to the Authority at the time of delivery or such earlier time as required at the Authority's sole discretion.

4 Warranties

4.1 The Supplier represents and warrants that:

4.1.1 in the three years prior to the Effective Date, it has been in full compliance with all applicable securities and Tax Laws and regulations in the United Kingdom and in the jurisdiction in which it is established;

4.1.2 it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation, enquiry or investigation in which it or its Subcontractors is/are (as appropriate) involved that is in connection with, or which may lead to any Occasion of Tax Non-Compliance;

4.1.3 no profit warnings, proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue; and

4.2 If at any time a Party becomes aware that a representation or warranty given by it under Clause 4.1.1 or 4.1.2 has been breached, is untrue, or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.

5 Term

5.1 The Agreement shall take effect on the Effective Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with Clause Error! Reference source not found. or terminated in accordance with the terms and conditions of the Agreement.

6 Charges, Payment and Recovery of Sums Due

6.1 The Charges for the Services shall be as set out in Schedule 1 (Service Order) and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Authority, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the

Services.

6.2 The Supplier shall invoice the Authority as specified in the Agreement. Each invoice shall include such supporting information required by the Authority to verify the accuracy of the invoice ("**Supporting Documentation**"), including the relevant Purchase Order Number (and CD Reference) and a breakdown of the Services supplied in the invoice period.

6.3 To facilitate payment, the Supplier shall use an electronic transaction system chosen by the Authority and shall:

6.3.1 register for the electronic transaction system in accordance with the instructions of the Authority;

6.3.2 allow the electronic transmission of purchase orders and submitting of electronic invoices via the electronic transaction system;

6.3.3 designate a Supplier representative as the first point of contact with the Authority for system issues; and

6.3.4 provide such data to the Authority as the Authority reasonably deems necessary for the operation of the system including, but not limited to, electronic catalogue information.

6.4 The Authority has implemented its electronic transaction system (myBUY). Each invoice and any Supporting Documentation required to be submitted in accordance with this Clause 6 shall be submitted by the Supplier, as directed by the Authority from time to time via myBUY

6.5 The Supplier acknowledges and agrees that should it commence Services without a Purchase Order Number:

6.5.1 the Supplier does so at its own risk; and

6.5.2 the Authority shall not be obliged to pay the Charges without a valid Purchase Order Number having been provided to the Supplier.

6.6 The Authority shall regard an invoice as valid only if it complies with the provisions of this Clause 6. The Authority shall promptly return any non-compliant invoice to the Supplier and the Supplier shall promptly issue a replacement, compliant invoice.

6.7 In consideration of the supply of the Services by the Supplier, the Authority shall pay the Supplier the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order Number.

6.8 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with Clause 20.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in Clause 23.

6.9 If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

6.10 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Authority from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

Expenses

6.11 Where the Authority expressly agrees in writing, the Supplier shall be entitled to be reimbursed by the Authority for Reimbursable Expenses (in addition to being paid the relevant Charges),

provided that such Reimbursable Expenses are supported by Supporting Documentation.

6.12 The Authority shall provide a copy of its current expenses policy to the Supplier upon request.

Promoting Tax Compliance

6.13 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.

6.14 The Supplier shall at all times comply with all other Laws and regulations relating to Tax.

6.15 The Supplier shall provide to the Customer the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, supplier or sub-contractor of the Supplier prior to the commencement of any work under this Agreement by that agent, supplier or sub-contractor. Upon a request by the Authority, the Supplier shall not employ or will cease to employ any agent, supplier or sub-contractor or sub-contractor.

6.16 Where an amount of Tax, including any assessed amount, is due from the Supplier an equivalent amount may be deducted by the Authority from the amount of any sum due to the Supplier under this Agreement.

6.17 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs and or any litigation, enquiry or investigation in which it or its sub-contractors is/are (as appropriate) involved that is in connection with, or which may lead to, any Occasion of Tax Non-Compliance, the Supplier shall:

6.17.1 notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and

6.17.2 promptly provide to the Authority:

(a) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

(b) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

6.18 The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier under this Agreement. Any amounts due under this Clause 6.18 shall be paid in cleared funds by the Supplier to the Authority not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Authority.

6.19 The Supplier shall provide (promptly or within such other period notified by the Authority) information which demonstrates how the Supplier complies with its Tax obligations.

6.20 If the Supplier fails to comply (or if the Authority receives information which demonstrates that the Supplier has failed to comply) with any of the provisions in Clauses 6.14 to 6.19 (inclusive) then this shall allow the Authority to terminate the Agreement pursuant to Clause 20.2.1.

6.21 The Authority may internally share any information which it receives under Clauses 6.15 to 6.17 (inclusive) and 6.19.

Income Tax and National Insurance Contributions

6.22 Where the Supplier or any Supplier Personnel are liable to Tax in the UK or to pay national insurance contributions in respect of consideration received under this Agreement, the Supplier shall:

6.22.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all

other Laws and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other Laws and regulations relating to national insurance contributions, in respect of that consideration;

6.22.2 indemnify the Authority against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Supplier Personnel for which the Supplier is not primarily liable to account to the Authority under the relevant Laws and regulations; and

6.22.3 provide (promptly or within such other period notified by the Authority) information which demonstrates how the Supplier complies with Clause 6.22.1 or why Clause 6.22.1 does not apply to the Supplier (including such specific information as the Authority may request),

and if the Supplier fails to comply (or if the Authority receives information which demonstrates that the Supplier has failed to comply) with any of the provisions above in this Clause 6.22 then this shall allow the Authority to terminate the Agreement pursuant to Clause 20.2.1.

6.23 The Authority may internally share any information which it receives under Clause 6.22.3.

7 Premises and equipment

7.1 If agreed between the Parties, and subject always to Clause 8, the Authority shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Authority's premises by the Supplier or the Supplier Personnel shall be at the Supplier's risk.

7.2 If the Supplier supplies all or any of the Services at or from the Authority's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Authority's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Authority's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Authority's premises or any objects contained on the Authority's premises which is caused by the Supplier or any Supplier Personnel, other than fair wear and tear.

7.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Authority may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.

7.4 The Authority shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Authority's premises the Supplier shall, and shall procure that all Supplier Personnel shall, comply with all the Authority's security requirements.

7.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Authority in writing.

7.6 Without prejudice to Clause 2.2.6, any equipment provided by the Authority for the purposes of the Agreement shall remain the property of the Authority and shall be used by the Supplier and the Supplier Personnel only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Authority on expiry or termination of the Agreement.

7.7 The Supplier shall reimburse the Authority for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Supplier Personnel. Equipment supplied by the Authority shall be deemed to be in a good condition when received by the Supplier or relevant Supplier Personnel unless the Authority is notified otherwise in writing within 5 Working Days.

8 Supplier Personnel and Key Personnel

8.1 If the Authority reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:

8.1.1 refuse admission to the relevant person(s) to the Authority's premises;

8.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or

8.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Authority to the person removed is surrendered,

and the Supplier shall comply with any such notice.

8.2 The Supplier shall:

8.2.1 ensure that all Supplier Personnel are vetted in accordance with good industry practice, BPSS and any security requirements set out in Schedule 1 (Service Order);

8.2.2 if requested, provide the Authority with a list of the names and addresses (and any other relevant information, including the capacities in which they are concerned with the Agreement) of all persons who may require admission to the Authority's premises in connection with the Agreement; and

8.2.3 procure that all Supplier Personnel comply with any rules, regulations and requirements reasonably specified by the Authority.

8.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

8.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Authority (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services. The Supplier shall use all reasonable endeavours to minimise any adverse impact on the Agreement which could be caused by a change in Key Personnel.

8.5 Where Supplier Personnel are required to have a pass for admission to the Authority's premises, the Authority's representative shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued.

9 Assignment and sub-contracting

9.1 The Supplier shall not without the prior written consent of the Authority assign, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement.

9.2 The Supplier shall not sub-contract any of its obligations under the Agreement without the prior written consent of the Authority, not to be unreasonably withheld of delayed. At the Authority's discretion, it may require the Supplier to provide information on the sub-contractor's identity, the services it is proposed to it will provide and any further information reasonably required to inform its decision, including a copy of the proposed sub-contract. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though they are its own and shall include in each sub-contract provisions which will enable the Supplier to meet its obligations under the Agreement

9.3 The Authority may, in the granting of any consent pursuant to Clause 9.1 or 9.2, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

9.4 Where the Supplier enters into a sub-contract for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a

specified period not exceeding 30 days from the receipt of a valid invoice.

9.5 Where the Authority has consented to the placing of sub-contracts, the Supplier shall, at the request of the Authority, send copies of each sub-contract, to the Authority as soon as is reasonably practicable.

9.6 The Authority may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

10 Intellectual Property Rights

10.1 All Intellectual Property Rights in any materials provided by the Authority to the Supplier for the purposes of this Agreement shall remain the property of the Authority but the Authority hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.

10.2 All Intellectual Property Rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any Intellectual Property Rights in such materials vest in the Authority by operation of law, the Authority hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such Intellectual Property Rights all its Intellectual Property Rights in such materials (with full title guarantee and free from all third party rights).

10.3 The Supplier hereby grants the Authority:

10.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all Intellectual Property Rights in the materials created or developed pursuant to the Agreement and any Intellectual Property Rights arising as a result of the provision of the Services; and

10.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

(a) any Intellectual Property Rights vested in or licensed to the Supplier on the date of the Agreement; and

(b) any Intellectual Property Rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such Intellectual Property Rights, which the Authority reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

10.4 The Supplier shall indemnify, and keep indemnified, the Authority in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Authority as a result of or in connection with any claim made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Supplier Personnel.

11 Remedies in the Event of Inadequate Performance

11.1 Where a complaint is received about the standard of service or about the way any Services have been delivered or work has been performed or about the Agreement or procedures used or about any other matter connected with the performance of this Agreement, then the Authority's contract manager shall take all reasonable steps to ascertain whether the complaint is valid.

11.2 In the event that the Authority considers there has been a breach of this Agreement by the Supplier, or the Supplier's performance of its duties under the Agreement has failed to meet the Authority's requirements, as set out in the Specification or otherwise in the Agreement, without prejudice to any other rights and remedies under the Agreement, the Authority may:

11.2.1 make such deduction from the payment to be made to the Supplier as the Authority shall reasonably determine to reflect sums paid or sums which would otherwise be payable in respect of such of the Services as the Supplier shall have either failed to provide or have provided inadequately or which the Supplier is not obliged to provide pursuant to Clause 11.2.2;

11.2.2 without terminating the Agreement, provide or procure the provision of part of the Services (and the Supplier shall not be obliged to provide such Services) until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Authority that the Supplier will once more be able to perform such part of the Services to the required standard;

11.2.3 without terminating the whole of the Agreement, terminate the Agreement in respect of part of the Services only (whereupon a corresponding reduction in the Charges shall be made) and thereafter itself provide or procure a third party to provide such part of the Services; and/or

11.2.4 terminate, in accordance with Clause 20, the whole of the Agreement.

12 Governance and Records

12.1 The Supplier shall:

12.1.1 attend progress meetings with the Authority at the frequency and times specified by the Authority and shall ensure that its representatives are suitably qualified to attend such meetings; and

12.1.2 submit progress reports to the Authority at the times and in the format specified by the Authority.

12.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Authority. The Supplier shall on request afford the Authority or the Authority's representatives such access to those records as may be reasonably requested by the Authority in connection with the Agreement.

13 Confidentiality, Transparency and Publicity

13.1 Subject to Clause 13.2, each Party shall:

13.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

13.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

13.2 Notwithstanding Clause 13.1, a Party may disclose Confidential Information which it receives from the other Party:

13.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

13.2.2 to its auditors or for the purposes of regulatory requirements;

13.2.3 on a confidential basis, to its professional advisers;

13.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

13.2.5 where the receiving Party is the Supplier, to the Supplier Personnel on a need to know

basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Supplier Personnel to whom it discloses Confidential Information pursuant to this Clause 13.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

13.2.6 where the receiving Party is the Authority:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Authority transfers or proposes to transfer all or any part of its business;

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

(d) in accordance with Clause 15.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Clause 13.

13.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Authority to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Authority may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

13.4 The Supplier shall not, and shall take reasonable steps to ensure that the Supplier Personnel shall not:

13.4.1 make any press announcement or publicise the Agreement or any part of the Agreement in any way; or

13.4.2 use the Authority's name or brand in any promotion or marketing or announcement of orders,

except with the prior written consent of the Authority.

13.5 Each Party acknowledges to the other that nothing in this Agreement either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

13.6 The Parties acknowledge that, except for any information which is Agreement from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Agreement, the Supplier hereby gives his consent for the Authority to publish the Agreement in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to the Agreement, to the general public. The Authority may consult with the Supplier to inform its decision regarding any redactions but the Authority shall have the final decision at its absolute discretion.

13.7 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Agreement.

14 Official Secrets Acts and related Legislation

14.1 The Supplier shall comply with, and shall ensure that it's Supplier Personnel comply with:

14.1.1 the provisions of the Official Secrets Acts 1911 to 1989;

14.1.2 the obligations set out in Section 182 of the Finance Act 1989 and Section 18 of the Commissioners for Revenue and Customs Act 2005 to maintain the confidentiality of Authority Data. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the aforesaid obligations may lead to a prosecution under Section 182 of the Finance Act 1989 and/or Section 19 of the Commissioners for Revenue and Customs Act 2005; and

14.1.3 Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Services. The Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the Supplier's obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.

14.2 The Supplier shall regularly (not less than once every six (6) months) remind all Supplier Personnel in writing of the obligations upon Supplier Personnel set out in Clause 14.1 above. The Supplier shall monitor the compliance by Supplier Personnel with such obligations.

14.3 The Supplier shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data sign (or have previously signed) a declaration, in a form acceptable to the Authority, acknowledging that they understand and have been informed about the application and effect of Section 18 and 19 of the Commissioners for Revenue and Customs Act 2005. The Supplier shall provide a copy of each such signed declaration to the Authority upon demand.

14.4 In the event that the Supplier or the Supplier Personnel fail to comply with this clause, the Authority reserves the right to terminate the Agreement under Clause 20.2.1 with immediate effect.

15 Freedom of Information

15.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

15.1.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

15.1.2 transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

15.1.3 provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and

15.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

15.2 The Supplier acknowledges that the Authority may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Authority shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention

after any such disclosure.

15.3 Notwithstanding any other provision in the Agreement, the Authority shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

16 Authority Data and Security Requirements

16.1 When handling Authority data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Authority as notified to the Supplier from time to time, including any requirements set out in Schedule 6 (Security Requirements).

16.2 Where the Authority is required to provide by e-mail to the Supplier or Supplier Personnel, any departmental or customer data or any other information with a security marking of "OFFICIAL-SENSITIVE", to enable it to deliver the Services, the Supplier shall not (and shall procure that the Supplier Personnel do not) store that information on its personal computer or any form of removable media.

16.3 Any breach of this Clause 16 may result in termination of the Agreement under Clause 20.2.

17 Liability

17.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Authority if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Agreement.

17.2 Subject always to Clauses 17.3 and 17.3.2:

17.2.1 the Supplier's aggregate liability in respect of loss of or damage to the Authority premises or other property or assets of the Authority (including technical infrastructure, assets or equipment but excluding any loss or damage to the Authority's Data or any other data) that is caused by Defaults of the Supplier shall in no event exceed 1 million pounds;

17.2.2 the aggregate liability of the Supplier in respect of all other Losses howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to the greater of £100,000 or 125% of the Charges paid or payable to the Supplier; and

17.2.3 except in the case of claims arising under Clauses 10.4 and 22.3, and subject to Clause 17.4, in no event shall the Supplier be liable to the Authority for any:

(a) loss of profits;

(b) loss of business;

(c) loss of revenue;

(d) loss of or damage to goodwill;

(e) loss of savings (whether anticipated or otherwise); and/or

(f) any indirect, special or consequential loss or damage.

17.3 Nothing in the Agreement shall be construed to limit or exclude:

17.3.1 either Party's liability for:

(a) death or personal injury caused by its negligence or that of the Supplier Personnel;

(b) fraud or fraudulent misrepresentation by it or that of the Supplier Personnel; or

(c) any other matter which, by law, may not be excluded or limited; or

17.3.2 the Supplier's liability under the indemnity in Clause 10.4 (*Intellectual Property Rights*) and 22.3 (*Prevention of Fraud and Corruption*); or

17.3.3 the Supplier's liability for any regulatory losses, fines and/or expenses incurred by the Authority and any further costs incurred by the Authority in order to meet any additional requirements imposed by a relevant regulatory body as a result of the relevant breach.

17.4 Notwithstanding Clause 17.2.3 but subject to Clause 17.2, the Supplier acknowledges that the Authority may, amongst other things, recover from the Supplier the following Losses incurred by the Authority to the extent that they arise as a result of a Default by the Supplier which are deemed to be a non exhaustive list of direct and recoverable Losses:

17.4.1 the total amount of Tax Revenue which would have been collected and/or the total amount of any benefit or tax credit overpayment which would not have been made by or on behalf of the Authority had the Default not occurred;

17.4.2 notwithstanding Clauses 17.4.3 and 17.4.8, any operational and/or administrative costs and expenses incurred by the Authority in connection with dealing with a loss of Tax Revenue and/or any overpayment of any benefit or tax credit made as a result of a Default;

17.4.3 any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

17.4.4 any wasted expenditure or charges;

17.4.5 the additional cost of procuring Replacement Services for the remainder of the Term and/or replacement Deliverables, which shall include any incremental costs associated with such Replacement Services and/or replacement Deliverables above those which would have been payable under this Agreement;

17.4.6 any compensation or interest paid to a third party by the Authority;

17.4.7 any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; and

17.4.8 without prejudice to Clause 16 (Authority Data and Security Requirements), any losses associated with corruption, loss or degradation to Authority Data.

18 Insurance

18.1 The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Agreement, including in respect of death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier and shall be maintained for the Term.

18.2 The Supplier shall hold employer's liability insurance to a minimum of £5,000,000 in respect of Supplier Personnel in accordance with any legal requirement from time to time in force.

18.3 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

18.4 NOT USED

19 Force Majeure

19.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for

any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

20 Termination

20.1 The Authority may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

20.2 Without prejudice to any other right or remedy it might have, the Authority may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

20.2.1 (without prejudice to Clause 20.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

20.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

20.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

20.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;

20.2.5 breaches any of the provisions of Clauses 8.2, 13, 15, 16 and 21; or

20.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this Clause 20.2.6) in consequence of debt in any jurisdiction.

20.3 The Supplier shall notify the Authority as soon as practicable of any change of control as referred to in Clause 20.2.4 or any potential such change of control.

20.4 The Supplier may terminate this Agreement by providing at least twenty (20) Working Days' written notice to the Authority if the Authority fails to pay an undisputed sum due to the Supplier under this Agreement and such amount remains outstanding forty (40) Working Days after the receipt by the Authority of a notice of non- payment from the Supplier.

20.5 The Supplier may terminate the Agreement by written notice to the Authority if the Authority fails to pay an undisputed sum due to the Supplier under this Agreement and such amount remains outstanding 40 Working Days after the receipt by the Authority of a notice of non-payment from the Supplier.

20.6 if the Authority has not paid any undisputed amounts within 90 days of them falling due. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such written notice, the Supplier may terminate the Agreement in writing with immediate effect.

20.7 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and Clauses 1, 2.2, 7.1, 7.2, 7.6, 7.7, 8, 10, 12.2, 13, 15, 16, 17, 20.8, 21.5, 22.3, 23 and 24.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.

20.8 Upon termination or expiry of the Agreement, the Supplier shall:

20.8.1 give all reasonable assistance to the Authority and any incoming supplier of the Services; and

20.8.2 return all requested documents, information and data to the Authority as soon as reasonably practicable.

21 Compliance

21.1 The Supplier shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Personnel and other persons working on the Authority's premises in the performance of its obligations under the Agreement.

21.2 The Supplier shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Authority shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Authority's premises and which may affect the Supplier in the performance of its obligations under the Agreement.

21.3 The Supplier shall:

21.3.1 comply with all the Authority's health and safety measures while on the Authority's premises; and

21.3.2 notify the Authority immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Authority's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

21.4 The Supplier shall:

21.4.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Authority's equality and diversity policy as provided to the Supplier from time to time; and

21.4.2 take all reasonable steps to secure the observance of Clause 21.4.1 by all Supplier Personnel.

21.5 The Supplier shall supply the Services in accordance with the Authority's environmental policy as provided to the Supplier from time to time.

21.6 In performing its obligations under the Agreement, the Supplier shall;

(a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including the Modern Slavery Act 2015;

(b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015; and

(c) notify the Authority as soon as it becomes aware, and in any event within five (5) working days, of any actual or suspected breach of its obligations under Clause 21.6(a) and/ or (b) including details of the breach and the mitigation action it has taken or intends to take in order to:

(i) remedy the breach; and

(ii) ensure future compliance with Clause 21.6(a) and (b).

21.7 If the Supplier fails to comply (or if the Authority receives information which demonstrates that the Supplier has failed to comply) with any of the provisions in Clause 21.6 then this shall allow the Authority to terminate the Agreement pursuant to Clause 20.2.1.

22 Prevention of Fraud and Corruption

22.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

22.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Supplier Personnel and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Authority immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

22.3 If the Supplier or the Supplier Personnel engages in conduct prohibited by Clause 22.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Authority) the Authority may:

22.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority throughout the remainder of the Agreement; or

22.3.2 recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this Clause.

23 Dispute Resolution

23.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to the following sets of representatives consecutively:

23.1.1 first to the personnel listed as level 1 escalation point in Paragraph 3 (Contract Management Roles and Dispute Escalation Points) of Schedule 3 (Contract Management Plan and Management Information);

23.1.2 second to the personnel listed as level 2 escalation point in Paragraph 3 of Schedule 3;

23.1.3 thirdly to the personnel listed as level 3 escalation point in Paragraph 3 of Schedule 3;

23.1.4 finally to the Authority's Chief Executive Officer and an appropriately senior representative of the Supplier,

provided that each set of representatives listed above shall consider the dispute for at least 10 Working Days before escalating the dispute to the next set of representatives listed above if the dispute remains unresolved and the Parties consider the matter sufficiently urgent to escalate.

23.2 If the dispute is not resolved by the Parties in accordance with Clause 23.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

23.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

23.4 Notwithstanding Clauses 23.1 to 23.3, either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

23.4.1 for interim or interlocutory remedies in relation to this Agreement or infringement by the other Party of that Party's Intellectual Property Rights; and/or

23.4.2 where compliance with Clause 23.1 to 23.3 may leave insufficient time for that Party

to commence proceedings before the expiry of the limitation period.

24 General

24.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

24.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

24.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

24.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

24.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

24.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

24.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

24.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

25 Notices

25.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to Clause 25.3, e-mail to the address of the relevant Party set out in Paragraph 5 (Address for Notices) of Schedule 3 (Contract Management Plan and Management Information), or such other address as that Party may from time to time notify to the other Party in accordance with this clause.

25.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

25.3 Notices under Clauses 19 (Force Majeure) and 20 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in Clause 25.1.

26 Governing Law and Jurisdiction

26.1 The validity, construction and performance of the Agreement, and all contractual and non

contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Schedule 1 Service Order

HM REVENUE & CUSTOMS SERVICE ORDER	
A1.	**HMRC Information** **Purchase Order to be issued under separate cover**
CD Reference:	SR490841305
Purchase / Limit Order No	TBA
HMRC Commercial Contact	
Name:	Bhavina Patel
Contact Telephone No.:	07815 438343
email:	Bhavina.patel1@hmrc.gov.uk
HMRC Work Manager	
Name:	REDACTED
Contact Telephone No.:	REDACTED
email:	REDACTED
HMRC Authorised Officer: (Sponsor/Budget Approver/Invoicing & timesheets)	REDACTED

A2.	**Supplier Information**
Supplier:	SONIC COMMUNICATIONS (INT) LTD
Contact:	REDACTED
Contact Tel No:	REDACTED
Contact Address:	Birmingham International Park, Starley Way, Bickenhill, Birmingham, B37 7HB
email:	REDACTED

A3.	**Contractual Detail**
Special Terms and Conditions: e.g. overtime, expenses, travel & subsistence, notice period.	N/A

A4.	**Project Information**
Project Title	1P50 Remit Expansion
Primary Location: (including full address)	N/A
Services Start Date:	21/12/2020
End Date:	31/03/2021

A5.	**Commercial Detail**		
PRODUCT DESCRIPTION	QTY	Unit Price + VAT	Total Price + VAT
REDACTED			
Total			£188,004.00

MT20K11036 HMRC Q59636 P.pdf

A6.	Specification

The section below should be used to provide clear details relating to the requirements for delivery of the project/assignment. It should include, where appropriate, milestones / key deliverables with dates, and proposals for skills transfer.

Hardware:
To supply the following hardware:

PRODUCT DESCRIPTION	Number
REDACTED	

The hardware above must meet all relevant UK and International Health and Safety and Environmental regulations.

Delivery:
All hardware to the specification and quantities required within this contract will be delivered in full before financial year end 2020/2021.

Deliver to: REDACTED

HMRC will not be liable to pay any additional costs should the hardware not be delivered within the stated date and time unless the delay was as a result of HMRC's actions.

Sales Aftercare:
Hardware to include a standard 12 months manufacturer's warranty and product support.

Schedule 2 Service levels and KPIs

NOT USED

Schedule 3 Contract Management Plan and Management Information

1 MANAGEMENT OF THE SERVICES

1.1 Both Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Agreement can be fully realised.

1.2 Both Parties shall pro-actively manage risks attributed to them under the terms of this Agreement and the Supplier shall develop, operate, maintain and (as appropriate) amend processes for the identification and management of risks and issues.

1.3 The Supplier shall provide to the Authority's representatives access to all relevant documentation and/or any part of the Supplier's (or its sub-contractor's) premises as may be reasonably requested by the Authority's representatives, including for the purpose of commercial assurance, risk assessment, security assurance, familiarisation on procedures, audit of the Supplier's compliance with this Agreement and/or site audits. Full details of the Authority's requirement and timescales for the provision of management information reports are set out in Paragraph 2.

1.4 The Authority reserves the right to attend meetings between the Supplier and any subcontractors it utilises to provide the service to ensure proper oversight, management, delivery and performance of the Services and the Suppler shall procure that the Authority has access to such meetings**.**

1 EFFICIENCY SAVINGS

1.1 As part of routine contract management activities the Supplier will be required to work with the Authority to realise any possible efficiency savings during the Term. Possible efficiency savings will be reviewed during review meetings pursuant to Paragraph 2 and any savings realised annually will be distributed between the Supplier and the Authority as agreed in advance.

2 REVIEWS

2.1 The Parties shall attend annual performance review meetings, on a date to be agreed between the Parties or, in the absence of such agreement, within 30 Working Days of each anniversary of the Effective Date, to consider the progress of the Agreement, discuss the management information reports and to review any operational issues that have arisen in the preceding review meetings on the following basis.

2.2 The Parties shall agree the format of the review meetings (for example, face to face or telephone conference) in advance.

2.3 The Supplier must provide the Authority with the most up to date management information relating to the period under review at least 5 Working Days before any review meeting.

2.4 Each Party shall procure that those of its contract management team representatives whose attendance is reasonably required to achieve the aims and objectives of the meeting, and any other persons considered by the Authority to be necessary for the review, make all reasonable efforts to attend review meetings.

2.5 In respect of the period under review, the Authority will take into account any matters it considers necessary, including:

2.5.1 the Supplier's performance in respect of the service levels and KPI's as detailed at Schedule 2 (including any relevant service level trends analysis and whether the service levels reflect improvements in the Services over the Term and any efficiency gains made by the Supplier);

2.5.2 consideration of any changes which may need to be made to the Services; and

2.5.3 a review of future requirements in relation to the Services.

2.6 The Authority shall prepare a report containing its findings from the annual review and discuss with the Supplier how any proposed changes to the Agreement and/or to the Services shall be addressed. Any Contract Changes to be implemented in accordance with this Paragraph shall be implemented in accordance with Schedule 4 (Change Control Procedure).

3 CONTRACT MANAGEMENT ROLES AND DISPUTE ESCALATION POINTS

3.1 The Parties shall assign personnel with the appropriate skills and experience to perform the roles and responsibilities listed in the table below.

Role	**Key Personnel**	**Responsibilities**	**Contact Name, Title & Contact Details**	
			Authority	**Supplier**
Commercial Lead	No	Responsible for overseeing the contract review process. Level 1 escalation point	**REDACTED**	**REDACTED**
Commercial Manager	Yes	Responsible for monitoring the performance of the Agreement and managing the change control process.	**REDACTED**	**As Above**
Contract Manager	Yes	Responsible for the day to day management of the Agreement.	**REDACTED**	**As Above**

3.2 Subject to Clause 8.3 and 8.4 (Supplier Personnel and Key Personnel), in the event that the Supplier wishes to replace any of its representatives in the roles listed in Paragraph 3.1, the Supplier shall notify the Authority in writing of the proposed change for the Authority's agreement (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each Authority representative has at all times a counterpart representative of equivalent seniority and expertise.

3.3 The Authority may, by written notice to the Supplier, revoke or amend the authority of any of its representatives in the roles listed in Paragraph 3.1 or appoint a new representative into the role.

4 ADDRESS FOR NOTICES

4.1 The address for notices of the Parties are:

Authority	**Supplier**
HMRC	Sonic Communications (Int) Ltd

Attention: REDACTED	Attention: REDACTED
Email: REDACTED	Email: REDACTED

Schedule 4 Change Control Procedure

1 CHANGE CONTROL PROCEDURE

1.1 Either Party may propose a change to this Agreement ("**Contract Change**") in accordance with the procedure for changing the Agreement set out in this Schedule ("**Change Control Procedure**").

1.2 If either Party wishes to propose a Contract Change it shall submit to the other Party a written request substantially in the form set out in Annex 1 detailing the proposed Contract Change ("**Change Request**") specifying, in as much detail as is reasonably practicable, the nature of the proposed Contract Change. As soon as reasonably practicable but in any event within ten (10) Working Days of receipt or issue of a Change Request (as the case may be) the Supplier shall submit to the Authority a written assessment of the Change Request ("**Impact Assessment**").

1.3 Each Impact Assessment shall be completed in good faith and shall include the following information (except where such information is not relevant to the proposed Contract Change):

1.3.1 details of the proposed Contract Change including the reason for the Contract Change;

1.3.2 details of the impact of the proposed Contract Change on the Services and the Supplier's ability to meet its other obligations under this Agreement;

1.3.3 any variations to the terms of this Agreement that will be required as a result of that impact, including proposed changes to the service levels or KPIs or any timetable previously agreed by the Parties;

1.3.4 details of the cost of implementing the proposed Contract Change;

1.3.5 details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;

1.3.6 a timetable and high level plan for the mobilisation of the proposed Contract Change;

1.3.7 details of how the proposed Contract Change will ensure compliance with any applicable Change in Law;

1.3.8 an assessment of the possible risks of introducing the proposed Contract Change; and

1.3.9 such other information as the Authority may reasonably request in (or in response to) the Change Request

1.4 Within fifteen (15) Working Days of receipt of the Impact Assessment, the Authority shall evaluate the Change Request and Impact Assessment and shall notify the Supplier whether it approves or rejects the proposed Contract Change or whether it requires the Supplier to make any changes to the Impact Assessment. If the Authority requires the Supplier to make such changes, the Supplier shall make such modifications within five (5) Working Days of request.

1.5 If the Authority notifies the Supplier that it accepts the proposed Contract Change, then the Supplier shall prepare two (2) copies of a change authorisation note substantially in the form set out in Annex 2 ("**Change Authorisation Note**") which it shall sign and deliver to the Authority for its signature. Following receipt by the Authority of the Change Authorisation Note, it shall sign both copies and return one copy to the Supplier.

1.6 Until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 1.5, then:

1.6.1 unless the Authority expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Agreement as if the proposed Contract Change did not apply; and

1.6.2 any discussions, negotiations or other communications which may take place between the Authority and the Supplier in connection with any proposed Contract Change shall be without prejudice to each Party's other rights under this Agreement.

2 SUPPLIER'S RIGHT OF REJECTION

2.1 The Supplier shall have the right to reject a Change Request solely in the manner set out in Paragraph 2.2.

2.2 Following an Impact Assessment, if:

2.2.1 the Supplier reasonably believes that any proposed Contract Change which is requested by the Authority would:

(a) materially and adversely affect the risks to the health and safety of any person; and/or

(b) require the Services to be performed in a way that infringes any Law; and/or

2.2.2 the Supplier demonstrates to the Authority's reasonable satisfaction that the proposed Contract Change is technically impossible to implement and neither the Supplier Solution nor the Services Description state that the Supplier does have the technical capacity and flexibility required to implement the proposed Contract Change,

then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Authority of its reasons for doing so within five (5) Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 1.2.

3 FAST TRACK CHANGES

3.1 The parties acknowledge to ensure operational efficiency that there may be circumstances where it is desirable to expedite the processes set out above.

3.2 If :

3.2.1 the total number of Contract Changes in relation to which the expedited procedure in this Paragraph 3 ("**Fast-track Change Procedure**") has been applied does not exceed four (4) in any twelve (12) month period; and

3.2.2 both Parties agree the value of the proposed Contract Change over the remaining Term does not exceed £5,000 and the proposed Contract Change is not significant (as determined by the Authority acting reasonably),

then the parties shall confirm to each other in writing that they shall use the process set out in paragraphs 1 and 2 above but with reduced timescales, such that any period of fifteen (15) Working Days is reduced to five (5) Working Days, any period of ten (10) Working Days is reduced to two (2) Working Days and any period of five (5) Working Days is reduced to one (1) Working Day.

3.3 The Parties may agree in writing to revise the parameters set out in Paragraph 3.2 from time to time or that the Fast-track Change Procedure shall be used in relation to a particular Contract Change notwithstanding that the total number of Contract Changes to which such procedure is applied will then exceed four (4) in a twelve (12) month period.

4 OPERATIONAL CHANGE PROCEDURE

4.1 Any change in the Supplier's operational procedures which the Parties agree in all respects, when implemented:

4.1.1 will not affect the Charges and will not result in any other costs to the Authority;

4.1.2 may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services;

4.1.3 will not adversely affect the interfaces or interoperability of the Services with any of the

Authority's IT infrastructure; and

4.1.4 will not require a change to this Agreement,

(an "**Operational Change**") shall be processed in accordance with this Paragraph 4.

4.2 Any Operational Changes identified by the Supplier to improve operational efficiency of the Services may be implemented by the Supplier without following the Change Control Procedure for proposed Contract Changes provided they do not:

4.2.1 have an impact on the business of the Authority;

4.2.2 require a change to this Agreement;

4.2.3 have a direct impact on use of the Services; or

4.2.4 involve the Authority in paying any additional Charges or other costs.

4.3 The Authority may request an Operational Change by submitting a written request for Operational Change ("**RFOC**") to the Supplier's contract manager (whose details are set out in Paragraph 3 of Schedule 3).

4.4 The RFOC shall include the following details:

4.4.1 the proposed Operational Change; and

4.4.2 the timescale for completion of the Operational Change.

4.5 The Supplier shall inform the Authority of any impact on the Services that may arise from the proposed Operational Change.

4.6 The Supplier shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the Authority when the Operational Change is completed.

5 IMPLEMENTATION OF CONTRACT CHANGES

5.1 The Parties shall meet as required and on request by either Party to discuss the order in which agreed Contract Changes are implemented and to monitor the implementation of such Contract Changes.

6 CHARGES FOR CONTRACT CHANGES

6.1 Each Party will be responsible for any costs they incur as a result of preparing a Change Request or Impact Assessment.

6.2 Both Parties must take all reasonable steps to avoid or minimise additional Charges arising from the implementation of any Contract Change, including where possible using resources already deployed in providing the Services at no additional cost. If additional resources or costs will be required then the Parties must calculate the cost of the Contract Change in accordance with Schedule 1, Paragraph A5.

7 INDEXATION

7.1 For the avoidance of doubt, the Supplier may not vary Charges to take account of Indexation at any time.

ANNEX 1: CHANGE REQUEST FORM

CR NO.:	TITLE:	TYPE OF CHANGE (e.g. FAST TRACK):
CONTRACT:	REQUIRED BY DATE:	
ACTION:	NAME:	DATE:
RAISED BY:		
AREA(S) IMPACTED (*OPTIONAL FIELD*):		
ASSIGNED FOR IMPACT ASSESSMENT BY:		
ASSIGNED FOR IMPACT ASSESSMENT TO:		
SUPPLIER REFERENCE NO.:		
FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE (INCLUDING PROPOSED CHANGES TO THE WORDING OF THE AGREEMENT):		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:		
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE:		
SIGNATURE OF REQUESTING CHANGE OWNER:		
DATE OF REQUEST:		

ANNEX 2: CHANGE AUTHORISATION NOTE

CR NO.:	TITLE:	DATE RAISED:
CONTRACT:	TYPE OF CHANGE:	REQUIRED BY DATE:
REASON FOR THE CHANGE:		
DETAILED DESCRIPTION OF CONTRACT CHANGE (GIVING FULL DETAILS, INCLUDING ANY SPECIFICATIONS): AND WORDING OF RELATED CHANGES TO THE AGREEMENT:		
COST OF THE CHANGE:		
TIMETABLE:		
IMPACT ON THE AGREEMENT:		

SIGNED ON BEHALF OF THE AUTHORITY:	SIGNED ON BEHALF OF THE SUPPLIER:
Signature:_____	Signature:_____
Name:_____	Name:_____
Position:_____	Position:_____
Date:_____	Date:_____

Schedule 5: Exit Management Plan

1 EXIT MANAGEMENT

1.1 The Supplier shall be required to perform the Services until the end of the Term, including during any notice period given if the Agreement terminates under Clause 20.

1.2 On reasonable notice at any point(s) during the Term, the Supplier shall provide to the Authority such assistance and information as the Authority may reasonably require to assist the Authority and/or its replacement supplier with the orderly transition of the Services from the Supplier to the replacement supplier (or the Authority, as applicable):

1.3 No later than 10 Working Days before the Agreement terminates, the Supplier shall provide the Authority and/or the Replacement Supplier with a complete and uncorrupted version of the Authority Data in electronic form (or such other format as reasonably required by the Authority).

1.4 Upon termination (or earlier if this does not adversely affect the Supplier's performance of the Services and its compliance with the other provisions of this Schedule), the Supplier shall immediately:

1.4.1 cease to use the Authority Data;

1.4.2 erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Term all Authority Data and promptly certify to the Authority that it has completed such deletion. The Supplier shall also delete all copies of any Personal Data unless it is required to be retained by EU or member state laws; and

1.4.3 vacate any Authority premises.

Schedule 6 Security Management

1 DEFINITIONS

The following definitions apply in this Schedule:

"**Malicious Software**"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"**Software**"	any software which is proprietary to the Supplier or to a third party (or an affiliate of the Supplier) or any open source software which, in any case, is or will be used by the Supplier for the purposes of providing the Services.

2 AUTHORITY DATA

2.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Authority Data.

2.2 The Supplier shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Supplier of its obligations under this Agreement or as otherwise expressly authorised in writing by the Authority.

2.3 To the extent that Authority Data is held and/or processed by the Supplier, the Supplier shall supply that Authority Data to the Authority as requested by the Authority in the format specified by the Authority.

2.4 The Supplier shall preserve the integrity, confidentiality and accessibility of Authority Data and prevent the unauthorised access, interception, corruption or loss of Authority Data at all times that the relevant Authority Data is under its control or the control of any sub-contractor.

2.5 The Supplier shall perform and maintain secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the security requirements in this Agreement and any business continuity and disaster recovery plan. The Supplier shall ensure that such back-ups are available to the Authority (or to such other person as the Authority may direct) at no additional cost to the Authority, and that the data contained in the back-ups are available at all times upon request and are delivered to the Authority at no less than six (6) monthly intervals (or such other intervals as may be agreed in writing between the Parties).

2.6 The Supplier shall ensure that any system on which the Supplier holds any Authority Data, including back-up data, is a secure system that complies with the security requirements in this Agreement.

2.7 If the Authority Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Authority may:

2.7.1 require the Supplier (at the Supplier's expense) to restore or procure the restoration of Authority Data to the extent and in accordance with the requirements specified in any business continuity and disaster capability plan and the Supplier shall do so as soon as practicable but not later than five (5) Working Days from the date of receipt of the Authority's notice; and/or

2.7.2 itself restore or procure the restoration of Authority Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in

accordance with the requirements specified in any business continuity and disaster capability plan.

2.8 If at any time the Supplier suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Authority immediately and inform the Authority of the remedial action the Supplier proposes to take.

3 SECURITY REQUIREMENTS

3.1 The Supplier shall comply with the security management plan set out at Annex 1 ("**Security Management Plan**") and the security policy identified as such within the Security Management Plan ("**Security Policy**").

3.2 The Authority shall notify the Supplier of any changes or proposed changes to the Security Policy.

3.3 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a Change Request (as defined in Schedule 4). In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in accordance with the Change Control Procedure in Schedule 4.

3.4 Until and/or unless a change to the Charges is agreed by the Authority pursuant to the Change Control Procedure in Schedule 4 the Supplier shall continue to perform the Services in accordance with its existing obligations.

4 MALICIOUS SOFTWARE

4.1 The Supplier shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.

4.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Authority Data, assist each other to mitigate any Losses and to restore the Services to their desired operating efficiency.

4.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 4.2 shall be borne by the Parties as follows:

4.3.1 by the Supplier where the Malicious Software originates from the Software or the Authority Data (whilst the Authority Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Authority when provided to the Supplier; and

4.3.2 otherwise by the Authority.

ANNEX 1: SECURITY MANAGEMENT PLAN

Background
The Contractor is required to prepare a Security Plan in accordance with the HMRC's Security Policy. The requirements set out in this Security Plan also apply to any sub-contractors engaged by the Contractor to perform any of the services under the Contract. HMRC has developed a standard set of questions and recommendations (see attached Appendices) to ensure consistency across relevant contracts. The Contractor is required to provide answers to the standard set of questions contained within this questionnaire to formulate the initial Security Plan. This Security Questionnaire covers the principles of protective security to be applied in delivering the services in accordance with HMRC's Security Policy and Standards The Contractor's response to this questionnaire, with any subsequent amendments as may be agreed as part of a clarification process, will be included in the signed version of any resulting agreement, as confirmation that the content of the Security Plan has been agreed with HMRC.
1 Policy & Standards
1a Please confirm that you understand that your responses to this questionnaire will form the initial Security Plan and will be included in the final signed version of any resulting agreement. **Read and Understood**
1b Please confirm your organisation and any subcontractors' will conform to the requirements set out in the Government Security Policy Framework (SPF), available from Security Policy Framework and any Security Requirements recorded in the schedules and/or Order Form. **Read and Understood**
1c If you believe that the Public Sector Network (PSN) Code of Connection, available from www.gov.uk, will apply to your organisation and any sub-contractors, please provide details of how you will conform to this. **Read and Understood** – **REDACTED**
1d Please confirm that your organisation and any sub-contractors will handle HMRC assets in accordance with legislation including the General Data Protection Regulation see GDPR and in accordance with Clause 23 (*Protection of Personal Data*) of the Contract.. **Read and Understood** – **REDACTED**

1e Please confirm that you have paid the Data Protection Fee to the ICO or that you fall into one of the exempt categories. More information can be found here

Read and Understood – **REDACTED**

1f Please provide details of any security accreditation that your organisation currently possesses, such as but not exclusive to, ISO27001 and PCI DSS and describe the process used for achieving the accreditation.

Read and Understood – **REDACTED**

1g If you intend to involve sub-contractors at any stage during the Contract please list them and provide details of how you will ensure their compliance with all aspects of this Security Plan.

Read and Understood – REDACTED

2 Physical Security (For requirements please see Appendix A – Physical Security)

2a For the locations where HMRC assets are held please provide details of any procedures and security in place designed to control access to the site perimeter.
Detail measures such as fencing, CCTV, guarding, and procedures and controls in place to handle staff and visitors requesting access to the site.
Please also provide details of the maintenance schedule of your security controls.

Read and Understood

REDACTED

2b Please provide details of the building where the service will operate from and describe the procedures and security in place to control access to premises and any areas holding HMRC assets.
Detail measures such as building construction type, availability of lockable storage, procedures covering end of day/silent hours, key management, visitor controls. Please also include details of any automated access controls, alarms and CCTV coverage.
Please also provide details of the maintenance schedule of these security controls.

Read and Understood

REDACTED

3 IT Security (For requirements please see Appendix B – IT Security)
3a Please state what, if any, form of assessment in relation to the Government backed Cyber Essentials Scheme has been performed. If no assessment has been performed please state when you expect it to be completed. **Read and Understood** **Sonic communications as been assessed and currently holds Cyber Essentials certification. In addition, we are currently undergoing the ISO27001 certification**
3b Please provide details of the controls and processes you have in place covering patching, malware (anti-virus), boundary/network security (intruder detection), content checking/blocking (filters), lockdown (prevention), and how regularly you update them. **Read and Understood** **REDACTED**
3c Please provide details of the overall security and access control policy of your systems covering physical and electronic assets (including communications connection equipment, e.g. bridge, routers, patch panels). You should record details of the formal registration/deregistration process, how users are Authorised, Authenticated and held Accountable for their actions. Also Include details of the measures in place to manage privilege access e.g. System Administrators and remote users. **Read and Understood** **REDACTED**
3d Please provide details of how your security and access control policy complies with Security Policy Framework requirements including where necessary, use and control of back up systems, network storage and segregation of HMRC data (including 'cloud' solutions), and additional security for more sensitive information assets. **Read and Understood** **REDACTED**

3e Please describe how you ensure all software and data is approved before being installed and how your information systems are reviewed for compliance with security implementation standards (e.g. penetration testing).

Read and Understood

REDACTED

3f Please provide details of the controls and processes (including level of encryption and controlled access procedures) you have in place for the use of portable media and storage devices exceptionally loaded with HMRC data.

Read and Understood

REDACTED

3g Please provide details of how all equipment (e.g. hardware, portable media) that holds or has held data will be destroyed or decommissioned, and how all data will be rendered unreadable and irretrievable in line with the Security Policy Framework.

Read and Understood

REDACTED

4 Personnel Security (For requirements please see Appendix C – Personnel Security)

4a Have all staff who will have access to, or come in to contact with, HMRC data or assets undergone Baseline Personnel Security Standard checks (See www.gov.uk).

Read and Understood

REDACTED

4b Please provide details of how you will ensure that all staff accessing HMRC data are aware of the confidential nature of the data and comply with their legal and specific obligations under the Contract?

Read and Understood

REDACTED

4c All contractor's personnel who have access to HMRC data, and/or are directly involved in the service provision must sign a copy of HMRC's Confidentiality Agreement (CA). Please confirm that, in the event that your bid is successful, you will provide signed hard copies of the NDA for all personnel involved in this Contract if requested.

Read and Understood

REDACTED

5 Process Security (For requirements please see Appendix D – Process Security)

5a Please provide details of the format in which HMRC data will be held, how you will ensure segregation of HMRC data, and the locations where this data will be processed.

Read and Understood

REDACTED

5b Please confirm your understanding and agreement that the transfer of any HMRC asset to third parties (any individual or group other than the main Contractor including any associates/sub-contractors) is prohibited without prior written consent from the HMRC. If you anticipate transferring data, especially using portable media during the delivery of this project, please set out your proposed transfer procedures for consideration.

Read and Understood

REDACTED

5c Please confirm that you understand that HMRC Data must not be processed or stored outside the United Kingdom without the express permission of HMRC.

If you are considering storing data outside of the UK, please provide details on how and where the data will be stored.

Please note: In line with HMRC's policies in response to current regulatory guidance, the successful supplier(s) will not be permitted to transfer any Personal Data (as defined in the General Data Protection Regulation (GDPR)) provided by HMRC in connection with any contract resulting from this procurement exercise, to the United States of America.

On this basis, HMRC reserves the right to reject a bidders entire tender submission and/or terminate any contract awarded, where it becomes apparent to HMRC that the supplier is transferring/is proposing to transfer Personal Data to the United States of America.

Read and Understood

REDACTED

5d In order to protect against loss, destruction, damage, alteration or disclosure of HMRC data, and to ensure it is not stored, copied or generated except as necessary and authorised, please provide details of the technical and organisational measures you have in place (including segregation of duties and areas of responsibility) to protect against accident or malicious intent.

Read and Understood

REDACTED

5e What arrangements are in place for secure disposal of HMRC assets once no longer required?

Read and Understood

REDACTED

5f How and when will you advise HMRC of security incidents that impact HMRC assets.

Read and Understood

REDACTED

6 Business Continuity (For requirements please see Appendix E – Business Continuity)

6a Please provide an overview of your organisation's business continuity and disaster recovery plans in terms of HMRC data under the Contract, or attach a copy of your Business Continuity Plan.

Read and Understood

Please see attached Business Impact Analysis

The following appendices provide additional information on the types of security control that <u>may</u> be expected as a minimum for the protection of HMRC information, data and assets.
It is not a legally binding document, nor does it provide a definitive list of baseline security controls, and must be read in conjunction with HMG and HMRC Security Policy and Standards.

Appendix A – Physical Security

Please consider: the effect of topographic features and landscaping on perimeter security; the possibility of being overlooked; the ease of access and communications; the existence and proximity of public rights of way and neighbouring buildings; the existence of emergency and evacuation routes from adjacent buildings; the implications of shared accommodation; the location of police and emergency services; the build of the structure.

Building Security - Preferably there should be as few points of exit and entry as possible but in line with Health & Safety and Fire Regulations. Where exit and entry points exist then physical security controls, such as window bars, grilles shutters Security Doors etc may be installed. The effectiveness of these protection measures may be enhanced by the use of Intruder Detection Systems (IDS), CCTV or Guard Service.

Physical Security	**Requirements**	**Recommended**
Physical Access - secure areas	Visitors should be identifiable and escorted at all times	Visitor to be issued with identifying badges upon arrival. A visitor log maintained and visitors sign-in and out.
Building	Should be constructed of robust building materials typically, brick or lightweight block walls. External doors should be of solid construction and locked during silent hours. Access to keys should be checked and any lock combinations changed at regular intervals not exceeding 12 months. A record of key/combination holders should be maintained. The number of keys to a lock should be kept to a minimum. Spare keys should not be held in the same container as 'working keys'. The premises must be locked during 'silent hours' and keys secured.	Lockable double glazed or similar unit. Emergency exit doors included on intruder detection system. Security Keys should not be removed from the premises. Intruder alarm with keyholder response.
Environmental	Fire risk assessment should be carried out. Uninterruptible power supply for security and health & safety equipment.	Smoke detection system e.g. VESDA.
Transport and Storage	Adequate lockable storage for HMRC material. Material transported using previously agreed processes with HMRC.	Point to point transfer of material in locked containers.

Appendix B – IT Security

IT Security	Requirements	Recommended
Cyber Essentials	It is a requirement for HMG suppliers to have undertaken self-assessment and achieved the Government backed Cyber Essentials scheme.	Cyber Essentials Plus with independent assessment and certification.
Authorisation	Users and Administrators must be authorised to use the System/Service.	
Authentication[1]	Individual passwords must be used to maintain accountability; Robust passwords should be used, that are designed to resist machine based attacks as well as more basic guessing attacks. Passwords must be stored in an encrypted form using a one-way hashing algorithm. Passwords must be able to be changed by the end user, if there is suspicion of compromise. Password must be changed at least every 3 months.	Machine generated passwords. Multi-factor authentication should be considered for exposed environments and remote access. Passwords for privileged accounts/users (Administrators) etc. should be changed more frequently than every 3 months.
Access Control	Access rights to HMRC information assets must be revoked on termination of employment. Audit logs for access management in place showing a minimum of 30 days of activity.	

[1] Authentication is the process by which people "prove" to the system that they are the person they claim to be. There are three possible authentication factors: Passwords (something a person knows), tokens (something a person possesses), and biometrics (something a person inherently is or how they behave).

IT Security	Requirements	Recommended
Malware Protection[2]	Controls such as anti-virus software must detect and prevent infection by known malicious code.[3] AV Administrators and users should be trained on use of AV software. Users should receive awareness training so that they are aware of risks posed by malicious code from the use of email and attachments, internet and removable media (CD, DVD, USB devices etc). Software should be patched and devices, systems, operating systems and applications should be 'locked down' to remove unnecessary services and functionality. File types should be limited. System designs/architectural blue prints and network designs should be protected from unauthorised access, loss and destruction. All users, systems and services must be provided on a least privilege basis to reduce the potential for accidental introduction of malicious code. Application code development should be tightly controlled and subject to strict quality control to reduce the potential for insertion of backdoors that could be exploited by an attacker. For systems attaching to HMRC network, dual layered malware protection and detection capability.	Consideration should be given to allowing privilege users (System Administrators) to only use a limited 'non-privilege role' to conduct vulnerable operations such as browsing or importing via removable media. Dual layered malware protection and detection capability.
Network Security	Boundary controls that have a content checking and blocking policy in place e.g. firewalls.	Dual paired firewalls, different vendors. Anomaly detection capability e.g. Network intruder detection system.
Disposal of media	HMRC information assets must be sanitised in line with the Security Policy Framework.	

[2] CESG Good Practice Guide No 7 provides information on the threats and vulnerabilities and risks associated with malicious code and also provides guidance on appropriate risk management measures.
[3] Heuristic scanning capabilities can help detect against previously undocumented attacks but AV products are generally ineffective against day zero attacks and are therefore only effective against known malicious code attacks. It is important therefore that systems and applications are locked down, patched against known vulnerabilities that could allow execution of malicious code e.g. in browsers and email clients.

IT Security	Requirements	Recommended
Technical Testing	IT health check aka penetration testing for front facing internet services delivered to HMRC.	Consideration for regular IT health check of application and infrastructure services delivered to HMRC.
Use of Laptops and removable recordable media.	Laptops holding any information supplied or generated as a consequence of a Contract with HMRC must have, as a minimum, a FIPS 140-2 approved full disk encryption solution installed. Approval from HMRC must be obtained before information assets are placed on removable media[4]. This approval must be documented sufficiently to establish an audit trail of responsibility. All removable media containing information assets must be encrypted. The level of encryption to be applied is determined by the highest HM Government Security Classification of an individual record on the removable media. Unencrypted media containing HMRC information assets must not be taken outside secure locations; the use of unencrypted media to store HMRC information assets must be approved by HMRC.	

Appendix C – Personnel Security

Personnel Security	Requirements	Recommended
Pre-employment checks	Pre-employment checks should meet the Baseline Personnel Security Standard (BPSS) and must be completed for all staff with potential or actual access to HMRC assets.	See BPSS, available from ww.gov.uk, specifically the information relating to the Disclosure & Barring Service for more information.
Confidentiality Agreements	Confidentiality Agreements (CA) must be completed by all staff with potential or actual access to HMRC information assets as requested.	HMRC's Commercial Directorate can supply the template form.

Appendix D – Process Security

[4] The term drives includes all removable, recordable media e.g. memory sticks, compact flash, recordable optical media and external hard drives.

Process Security	Requirements	Recommended
Security Policies, Processes and Procedures	Procedures should be in place to determine whether any compromise of HMRC assets e.g. loss or modification of information, software and hardware has occurred. Procedures for the handling and storage of HMRC information assets should be established to protect from unauthorised disclosure and/or misuse. End of day procedures should ensure that HMRC assets are adequately protected from unauthorised access. A clear desk policy should be enforced. Procedures must be in place to ensure HMRC's assets are segregated from any other Client's assets held by the contractor. Procedures for the secure disposal of HMRC's assets must be in place. A challenge culture should be fostered, so that unknown staff or visitors are challenged. Where an access control system is used tailgating should be discouraged.	Assets, especially information assets must be destroyed when no longer required so that they cannot be reconstituted or reused by an unauthorised third party. Shedding is recommended. Electronic files should be weeded and deleted when no longer required.
Transfer of HMRC Data	Any proposed transfer of HMRC data must be approved by HMRC in writing. If the Contractor is unsure whether approval has been given, the data transfer must not proceed. Where data transfers are necessary in the performance of the Contract, they should be made by automated electronic secure transmission via the Government Secure Internet (GSI) with the appropriate level of security control. Individual data records (unless as part of a bulk transfer of an anonymised respondent survey data) will require specific transfer arrangements. Transfer of aggregated data such as results, presentations, draft and final reports may also need discussion and agreement, again in advance of any such transfer.	**Whenever possible, putting data on to removable media should be avoided.** Where this is unavoidable, hard drives and personal digital assistants, CD-ROM/DVD/floppy/USB sticks are only to be used after discussion and agreement with the HMRC in advance of any such transfer. If the use of removable media is approved, data must be written to them in a secure, centralised environment and be encrypted to the HMRC's standards. If you anticipate transferring data on removable media during the delivery of this project please set out your proposed transfer procedures.
Incident Management	Arrangements should be in place for reporting security breaches to the asset owner.	

Appendix E – Business Continuity

Business Continuity Requirements	Requirements	Recommended
Business Continuity Management	Suppliers should provide HMRC with clear evidence of the effectiveness of its Business Continuity management arrangements and alignment with recognised industry standards, by assessing risks to their operations and producing and maintaining business continuity documentation	

Schedule 7 Data Protection

1 DATA PROTECTION

The following definitions apply in this Schedule:

"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iiii) all applicable Law about the processing of personal data and privacy;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Controller", "Processor", "Data Subject", "Personal Data Breach", "Data Protection Officer"	take the meaning given in the GDPR;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
"Data Subject Request"	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;
"DPA 2018"	Data Protection Act 2018;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Protective Measures"	appropriate technical and organisational measures which may include: 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 including those outlined in Clause 16 (Authority Data and Security Requirements and Schedule 1 (Service Order);
"Sub-processor"	any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement.

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. The only processing that the Processor is authorised to do is listed in Annex 1 by the Controller and may not be determined by the Processor.

1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

1.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;

1.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;

1.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

1.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

1.4.1 process that Personal Data only in accordance with Annex 1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;

1.4.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:

(a) nature of the data to be protected;

(b) harm that might result from a Data Loss Event;

(c) state of technological development; and

(d) cost of implementing any measures;

1.4.3 ensure that:

(a) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Annex 1);

(b) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(i) are aware of and comply with the Processor's duties under this Paragraph 1;

(ii) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;

(iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and

(iv) have undergone adequate training in the use, care, protection and handling of Personal Data; and

1.4.4 not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(a) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;

(b) the Data Subject has enforceable rights and effective legal remedies;

(c) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(d) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

1.4.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

1.5 Subject to Paragraph 1.6, the Processor shall notify the Controller immediately if it:

1.5.1 receives a Data Subject Request (or purported Data Subject Request);

1.5.2 receives a request to rectify, block or erase any Personal Data;

1.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

1.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

1.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

1.5.6 becomes aware of a Data Loss Event.

1.6 The Processor's obligation to notify under Paragraph 1.5 shall include the provision of further information to the Controller in phases, as details become available.

1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

1.7.1 the Controller with full details and copies of the complaint, communication or request;

1.7.2 such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

1.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

1.7.4 assistance as requested by the Controller following any Data Loss Event;

1.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

1.8 The Processor shall maintain complete and accurate records and information to demonstrate

its compliance with this Paragraph 1. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

1.8.1 the Controller determines that the processing is not occasional;

1.8.2 the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or

1.8.3 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:

1.11.1 notify the Controller in writing of the intended Sub-processor and processing;

1.11.2 obtain the written consent of the Controller;

1.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Paragraph 1 such that they apply to the Sub-processor; and

1.11.4 provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this Paragraph 1 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

ANNEX 1 PROCESSING, PERSONAL DATA AND DATA SUBJECTS

At the outset, processing personal data is not a requirement. If this changes during the Contract, the following will apply:

This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: [Insert Contact details]

2. The contact details of the Processor's Data Protection Officer are: [Insert Contact details]

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

4. Any such further instructions shall be incorporated into this Schedule.

Description	**Details**
Subject matter of the processing	*[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.* *Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public.]*
Duration of the processing	*[Clearly set out the duration of the processing including dates]*
Nature and purposes of the processing	*[Please be as specific as possible, but make sure that you cover all intended purposes.* *The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.* *The purpose might include: employment processing, statutory obligation, recruitment assessment etc]*
Type of Personal Data being Processed	*[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]*
Categories of Data Subject	*[Examples include: staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular*

	website etc]
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	*[Describe how long the data will be retained for, how it be returned or destroyed]*