Attachment 5: Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	WP2097.1
CALL-OFF TITLE:	Capability Delivery Partner
CALL-OFF CONTRACT DESCRIPTION:	Provision of a capability delivery partner to support the delivery of the GOV.UK One Login digital identity solution.
THE BUYER:	Government Digital Service on behalf of Cabinet Office
BUYER ADDRESS	Cabinet Office Main Address: 1 Horse Guards Road, London, SW1A 2HQ. GDS Main Address: The White Chapel Building, 10 Whitechapel High Street, London, E1 8QS
THE SUPPLIER:	Deloitte LLP
SUPPLIER ADDRESS:	1 New Street Square, London, EC4A 3HQ
REGISTRATION NUMBER:	OC303675
DUNS NUMBER:	TBC
SID4GOV ID:	TBC

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and “REDACTED” It’s issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes Deliverables.

“REDACTED”

“REDACTED”

“REDACTED”

CALL-OFF LOT(S):
RM6263 - Lot 1 Digital Programmes

CALL-OFF INCORPORATED TERMS
The following documents are incorporated into this Call-Off Contract. Where schedule numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions) RM6263
3. Framework Special Terms

The following Schedules in equal order of precedence:

Joint Schedules for RM6263

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 5 (Corporate Social Responsibility)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)
- Joint Schedule 13 (Cyber Essentials Scheme)

Call-Off Schedules for RM6263

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)

- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 4 (Call Off Tender)
- Call-Off Schedule 5 (Pricing Details and Expenses Policy)
- Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliveries)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 13 (Implementation Plan and Testing)
- Call-Off Schedule 14B (Service Levels and Balanced Scorecard)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 25 (Ethical Walls Agreement)
- Call-Off Schedule 26 (Secondment Agreement Template)

4. CCS Core Terms (version 3.0.11)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6263
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS AND SCHEDULES
The following Special Terms and Schedules are incorporated into this Call-Off Contract:

Security
Data Protection

1. Paragraph 6(d) of Joint Schedule 11 shall be replaced with the following paragraph :

"*(d) 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:*

(i) the destination country has been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018;

*(**ii**) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 DPA 2018) as determined by the Controller;*

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

(iv) 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

(v) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and"

Staff Vetting

2. The Supplier shall comply and ensure that its subcontractors other than Cloud Service Providers ("Non-CSP subcontractors") comply with the following procedures with respect to the vetting of all staff engaged by the Supplier or its Non-CSP subcontractors in the delivery of the Services ("Supplier Staff")
3. Subject to paragraphs 3 to 5 the Supplier shall ensure that:
    a. all Supplier Staff who are required to have security, architect development, coding or production platform access shall have passed SC clearance unless otherwise agreed by the Buyer; and
    b. all other Supplier Staff who are engaged in the delivery of the Services shall have passed BPSS clearance unless otherwise agreed by the Buyer.
4. The Supplier will be deemed to be in compliance with paragraph 2 where the Supplier (or its Non-CSP subcontractor where applicable) has submitted an application for the necessary clearance prior to the relevant member of the Supplier Staff being assigned to the delivery of the Services PROVIDED THAT:
    a. the Supplier shall notify the Buyer if a member of the Supplier Staff has been refused the relevant clearance immediately on becoming aware of the same; and
    b. the Supplier shall immediately remove the relevant person from the delivery of the Services, if instructed to do so by the Buyer.
5. The Supplier shall ensure that all Supplier Staff are UK based unless otherwise agreed by the Buyer in accordance with this paragraph:
    a. the Buyer is entitled to refuse to allow Supplier Staff to be based in any country the laws, practices or policies of which the Buyer (in its absolute discretion) considers to pose a potential threat to the Buyer or its business;
    b. Where the Supplier wishes to engage Supplier Staff who are located in another country, the Supplier must undertake a staff vetting process which the Supplier has demonstrated (to the Buyer's reasonable satisfaction) is substantially equivalent to SC or BPSS clearance (as the case may be).
6. **Exceptions Process**. Notwithstanding paragraphs 2 to 4, the Buyer reserves

the right (in its absolute discretion) to approve the appointment of any member of Supplier Staff taking account of such investigations or considerations as the Buyer's Information Assurance function sees fit to carry out or deems relevant.

7. The Supplier shall ensure that all records of vetting checks are accessible either via a certificated BPSS/SC document for the individual or in the form of a documented checklist. The Supplier must maintain records of all such checks and make them available to the Buyer for audit purposes on request.

Collaboration with other suppliers to the One Login Programme

If required by the Buyer, but subject to Supplier confirming that such arrangements will not place the Supplier in a position of professional conflict, the Supplier shall enter into a Collaboration Agreement between the Buyer, the Supplier and such other suppliers to the Buyer's One Login Programme as the Buyer may require. The Collaboration Agreement shall be substantially in the form set out in Call Off Special Schedule 1.

9. In addition to any obligations under the Collaboration Agreement, the Supplier must:
    a. work proactively and in good faith with each of the Buyer's suppliers

    b. co-operate and share information with the Buyer's suppliers to enable the efficient delivery of the Buyer's One Login Programme provided that the Supplier may require the relevant parties to enter into a non-disclosure agreement in connection with any such co-operation where reasonably required to protect the Supplier's Existing IPR or other confidential or commercially sensitive information.

10. Any information relating to: personal information (CV's, contact details etc.); pricing and details of Supplier's cost base; Insurance arrangements; proprietary information; and/or approach and/or methodologies, is commercially sensitive/confidential and exempt from disclosure under the Freedom of Information Act 2000 ("FOIA"). If a request to disclose such information is received, the Parties will work together and consider the applicability of any FOIA exemptions.
11. Supplier will store and back up government data according to its own data storage policies.
12. If the performance of any part of the Services would conflict with law, professional rules or Supplier's independence, the Parties shall promptly meet to discuss options for mitigating such risks. Supplier agrees to provide as much notice to Buyer as is reasonably possible of any such issue, and will work with Buyer to seek to mitigate any impact on the Services and/or the project.

13. Supplier Existing IPR includes any enhancements and/or modifications developed in the course of providing the Services.
14. Supplier shall not update, upgrade, maintain or provide new versions of any Deliverable after the date on which the final Deliverable is delivered or signed except where required in accordance with Clause 3.1 of the Core Terms.
15. The Supplier has agreed to the Security provisions as set out in the Security Schedule Annex 2.
16. All rights of audit/access under the Call-Off Contract are subject to the Supplier's obligations of confidentiality to its other clients and/or third parties. Each party shall pay its own costs arising from any audit. Supplier shall, on reasonable notice, permit the Buyer and/or Auditor such access as is reasonably and strictly necessary to conduct the audit, during Supplier's normal business hours.
17. In addition to any internal policies, codes, standards or procedures specified in this contract, the Buyer shall notify the Supplier of any additional policies, standards or procedures that the Buyer requires the Supplier to comply with a with in each Statement of Work..
18. The Deliverables are for Buyer's exclusive use and provided for the purposes described in this Call-Off Contract. No person other than Buyer may rely on the Deliverables and/or information derived from them. This does not affect the Buyer's right to sub-licence any New IPR or Specially Written Software that may be supplied under the Call-Off Contract.
19. The acceptance of Deliverables and Milestones will be managed in line with the appropriate controls within the Buyer's delivery model. The delivery and acceptance of technical artefacts (e.g. software code) will be managed through the Buyer's delivery process and tracked through the Buyer's delivery tooling (e.g. Jira), and accepted through Buyer change and release processes. The delivery and acceptance of other non-technical artefacts (e.g. documents outlining operating models, processes, product roadmaps etc) will be discussed, iterated and agreed at appropriate Buyer governance forums (e.g. D3 board) or delivery forums (e.g. Scrum of Scrums). If there are specific concerns about any Supplier deliverables or milestones the Buyer will raise these promptly with the Supplier.
20. The Buyer is responsible for third parties selected by it (including management of their performance, timeliness, and quality of their input and work) save to the extent specified in or as a result of any Collaboration Agreement.
21. Supplier will provide any necessary sub-license(s) to Buyer on the relevant software vendor's standard licence terms and it provides no warranty in relation to such software.
22. Buyer will not require any Supplier Staff to enter into any direct confidentiality agreement(s) provided that the Supplier shall ensure that the Supplier Staff comply with the clause 15 (Confidentiality) of the Core Terms.

23. TUPE does not apply to the Services at the commencement of this contract. The Supplier has not costed the same into its bid tender or assessed its implications on the timing of the Services' delivery.
24. **Ethical Walls Agreement**. If, at any time during the Contract Term, the Buyer considers that it may need to re-procure this contract, the Buyer may require the Supplier to enter into an Ethical Walls Agreement substantially in the form set out in Call Off Schedule 25.
25. **Secondment Agreement**. If, at any time during the Contract Term, the Buyer considers that it may need to second any of the Supplier Staff, the Buyer may require the Supplier to enter into and procure that the relevant Supplier Staff member shall enter into an Inward Secondment Agreement substantially in the form set out in Appendix 2 of Call Off Schedule 26.
26. If required by the Buyer, Supplier BCDR policies and standards will be initiated in alignment with Supplier's incident management governance and processes.

CALL-OFF START DATE:	**15th December 2022**
CALL-OFF EXPIRY DATE:	**14th December 2024**
CALL-OFF INITIAL PERIOD:	**2 years**
CALL-OFF OPTIONS	**The Buyer has an option to extend the Call Off Contract:** ● **by up to 6 months; and/or** ● **up to 50% of the Contract Value**
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	**3 months**
CALL-OFF CONTRACT VALUE:	**up to £9.5 million excluding VAT**

KEY SUB-CONTRACT PRICE:	**percentage of subcontractor work will be up to 20%**

CALL-OFF DELIVERABLES
Suppliers will be required to deliver the roles outlined in Attachment 3 and the Deliverables agreed in any applicable Statements of Work.

BUYER's STANDARDS
From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards set out in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

The Buyer requires the Supplier to comply with the following additional Standards:

- The Services must be delivered as per the GDS Service Manual (e.g. agile delivery aligned to scrum methodology) or other methodologies as required.
- The supplier should follow where applicable:
  - The Government Technology Code of Practice (https://www.gov.uk/government/publications/technology-code-of-practice)
  - The Government Service Standard and Service Manual (https://www.gov.uk/service-manual/service-standard)
  - Resources to be supplied in accordance with DDAT Competency framework guidelines: https://www.gov.uk/government/collections/digital-data-and-technology-profession-capability-framework
  - NCSC Cyber Assessment Framework Guidance https://www.ncsc.gov.uk/collection/caf/cyber-assessment-framework
  - NCSC guidance https://www.ncsc.gov.uk/section/advice-guidance/all-topics
  - ISO 270001

● The Supplier shall identify any conflicts of interest and, where identified, shall inform
the Buyer of such conflicts of interest and how they plan to mitigate the risk.
● Deliverables are to be Tested and accepted in line with the criteria set out in the applicable SoW.
● Agreeing a Statement of Work
  ○ Buyer to draft SOW with milestone deliverables for the outcome

○ Buyer Project Lead and Buyer Contracts Manager discuss SOW with Supplier
○ Supplier to propose the team required to deliver the outcome.
○ Supplier will share costs, timelines and team profile
○ Buyer to agree the team proposed
○ SOW is signed

CYBER ESSENTIALS SCHEME
The Buyer requires the Supplier, in accordance with Joint Schedule 13 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

MAXIMUM LIABILITY
"REDACTED"

The Data Protection Liability Cap for the purposes of clause 11.6 of the Core Terms is "REDACTED" or 150% of the estimated total contract charges (whichever is greater).
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CALL-OFF CHARGES
(1) Capped Time and Materials (CTM) as per Supplier's rate card supplied as part of the Supplier's written response. The Contract will have a capped value of £9.5 million. The Buyer will have an option to terminate when the contract value reaches £6 million

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

REIMBURSABLE EXPENSES
N/A.

PAYMENT METHOD
The Supplier will issue valid electronic invoices monthly in arrears. Each invoice shall be accompanied by a breakdown of the deliverables and services, quantity thereof, applicable unit charges and total charge for the invoice period, in sufficient detail to enable the Buyer to validate the invoice. Please ensure the invoice has the PO number and WP2097.1

BUYER'S INVOICE ADDRESS:

Name: "REDACTED"

BUYER'S AUTHORISED REPRESENTATIVE

Name: "REDACTED"

BUYER'S ENVIRONMENTAL POLICY
Please find below the link to the GDS sustainable development policy:

https://intranet.cabinetoffice.gov.uk/task/sustainable-development/

BUYER'S SECURITY POLICY
See Call Off Special Clause 2.

PROGRESS REPORT FREQUENCY
On the 15th Working Day of each calendar month.

PROGRESS MEETING FREQUENCY
Monthly on the 15th Working Day of each month.

KEY STAFF
"REDACTED"

KEY SUBCONTRACTOR(S)

Kin and Carta UK Ltd

COMMERCIALLY SENSITIVE INFORMATION

Any information relating to: Personal information (CV's, contact details etc.); pricing and details of Supplier's cost base; insurance arrangements; proprietary information; and/or approach and/or methodologies, is commercially sensitive/confidential and exempt from disclosure under the Freedom of Information Act 2000 ("FOIA"). If a request to disclose such information is received, the Parties will work together and consider the applicability of any FOIA exemptions .

(1) BALANCED SCORECARD
See Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

MATERIAL KPIs
The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14B (Service Levels and Balanced Scorecard): KPI will be agreed at the SOW level.

As set out in Attachment 3.

ADDITIONAL INSURANCES
Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements): Cyber Security Insurance with a minimum level of indemnity of £5 million.

GUARANTEE
N/A

SOCIAL VALUE COMMITMENT
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

STATEMENT OF WORKS
During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order
Form relates.

For and on behalf of the Supplier:		**For and on behalf of the Buyer:**	
Signature:		**Signature:**	
Name:		**Name:**	
Role:		**Role:**	
Date:		**Date:**	

Appendix 1

[**Insert** The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)].

[**In**

sert Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.]

Annex 1 (Template Statement of Work)

1. STATEMENT OF WORK ("SOW") DETAILS	
Upon execution, this SOW forms part of the Call-Off Contract (reference below). **The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.** **All SOWs must fall within the Specification and provisions of the Call-Off Contact.** **The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.**	
Date of SOW:	
SOW Title:	
SOW Reference:	
Call-Off Contract Reference:	
Buyer:	
Supplier:	
SOW Start Date:	
SOW End Date:	
Duration of SOW:	
Key Personnel (Buyer)	
Key Personnel (Supplier)	
Subcontractors	

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT

SOW **Deliverables** **Background**	***[Insert details of which elements of the Deliverables this SOW will address].***
Delivery phase(s)	***[Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live].***
Overview of Requirement	***[Insert details including Release Types(s), for example, Adhoc, Inception, Calibration or Delivery].***
Accountability Models	***Please tick the Accountability Model(s) that shall be used under this Statement of Work:*** ***Sole Responsibility:***☐ ***Self Directed Team:***☐ ***Rainbow Team:***☐

Framework Ref: RM6263
Project Version: v1.0

Model Version: v3.7

Call Off Special Schedule 1 - Collaboration Agreement

This agreement is made on [enter date]

between:

1) [Buyer name] of [Buyer address] (the Buyer)

2) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]

3) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]

4) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]

5) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]

6) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address] together (the Collaboration Suppliers and each of them a Collaboration Supplier).

Whereas the:

- Buyer and the Collaboration Suppliers have entered into the Call-Off Contracts (defined below) for the provision of various IT and telecommunications (ICT) services
- Collaboration Suppliers now wish to provide for the ongoing cooperation of the Collaboration Suppliers in the provision of services under their respective Call-Off Contract to the Buyer

In consideration of the mutual covenants contained in the Call-Off Contracts and this Agreement and intending to be legally bound, the parties agree as follows:

1. Definitions and interpretation

1.1 As used in this Agreement, the capitalised expressions will have the following meanings unless the context requires otherwise:

1.1.1 “Agreement” means this collaboration agreement, containing the Clauses and Schedules

1.1.2 “Call-Off Contract” means each contract that is let by the Buyer to one of the Collaboration Suppliers

1.1.3 “Contractor’s Confidential Information” has the meaning set out in the Call-Off Contracts

1.1.4 “Confidential Information” means the Buyer Confidential Information or any Collaboration Supplier's Confidential Information

1.1.5 “Collaboration Activities” means the activities set out in this Agreement

1.1.6 “Buyer Confidential Information” has the meaning set out in the Call-Off Contract

1.1.7 “Default” means any breach of the obligations of any Collaboration Supplier or any Default, act, omission, negligence or statement of any Collaboration Supplier, its employees, servants, agents or subcontractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Collaboration Supplier is liable (by way of indemnity or otherwise) to the other parties

1.1.8 “Detailed Collaboration Plan” has the meaning given in clause 3.2

1.1.9 “Dispute Resolution Process” means the process described in clause 9

1.1.10 “Effective Date” means [insert date]

1.1.11 “Force Majeure Event” has the meaning given in clause 11.1.1

1.1.12 “Mediator” has the meaning given to it in clause 9.3.1

1.1.13 “Outline Collaboration Plan” has the meaning given to it in clause 3.1

1.1.14 “Term” has the meaning given to it in clause 2.1

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

1.2 General

1.2.1 As used in this Agreement the:

1.2.1.1 masculine includes the feminine and the neuter

1.2.1.2 singular includes the plural and the other way round

1.2.1.3 A reference to any statute, enactment, order, regulation or other similar instrument will be viewed as a reference to the statute, enactment, order, regulation or instrument as amended by any

subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment.

1.2.2 Headings are included in this Agreement for ease of reference only and will not affect the interpretation or construction of this Agreement.

1.2.3 References to Clauses and Schedules are, unless otherwise provided, references to clauses of and schedules to this Agreement.

1.2.4 Except as otherwise expressly provided in this Agreement, all remedies available to any party under this Agreement are cumulative and may be exercised concurrently or separately and the exercise of any one remedy will not exclude the exercise of any other remedy.

1.2.5 The party receiving the benefit of an indemnity under this Agreement will use its reasonable endeavours to mitigate its loss covered by the indemnity.

2. Term of the agreement

2.1 This Agreement will come into force on the Effective Date and, unless earlier terminated in accordance with clause 10, will expire 6 months after the expiry or termination (however arising) of the exit period of the last Call-Off Contract (the "Term").

2.2 A Collaboration Supplier's duty to perform the Collaboration Activities will continue until the end of the exit period of its last relevant Call-Off Contract.

3. Provision of the collaboration plan

3.1 The Collaboration Suppliers will, within 2 weeks (or any longer period as notified by the Buyer in writing) of the Effective Date, provide to the Buyer detailed proposals for the Collaboration Activities they require from each other (the "Outline Collaboration Plan").

3.2 Within 10 Working Days (or any other period as agreed in writing by the Buyer and the Collaboration Suppliers) of [receipt of the proposals] or [the Effective Date], the Buyer will prepare a plan for the Collaboration Activities (the "Detailed Collaboration Plan"). The Detailed Collaboration Plan will include full details of the activities and interfaces that involve all of the Collaboration Suppliers to ensure the receipt of the services under each Collaboration Supplier's respective [contract] [Call-Off Contract], by the Buyer. The Detailed Collaboration Plan will be based on the Outline Collaboration Plan and will be submitted to the Collaboration Suppliers for approval.

3.3 The Collaboration Suppliers will provide the help the Buyer needs to prepare the Detailed Collaboration Plan.

3.4 The Collaboration Suppliers will, within 10 Working Days of receipt of the Detailed Collaboration Plan, either:

3.4.1 approve the Detailed Collaboration Plan
3.4.2 reject the Detailed Collaboration Plan, giving reasons for the rejection

3.5 The Collaboration Suppliers may reject the Detailed Collaboration Plan under clause 3.4.2 only if it is not consistent with their Outline Collaboration Plan in that it imposes additional, more onerous, obligations on them.

3.6 If the parties fail to agree the Detailed Collaboration Plan under clause 3.4, the dispute will be resolved using the Dispute Resolution Process.

4. Collaboration activities

4.1 The Collaboration Suppliers will perform the Collaboration Activities and all other obligations of this Agreement in accordance with the Detailed Collaboration Plan.

4.2 The Collaboration Suppliers will provide all additional cooperation and assistance as is reasonably required by the Buyer to ensure the continuous delivery of the services under the Call-Off Contract.

4.3 The Collaboration Suppliers will ensure that their respective subcontractors provide all co-operation and assistance as set out in the Detailed Collaboration Plan.

5. Invoicing

5.1 If any sums are due under this Agreement, the Collaboration Supplier responsible for paying the sum will pay within 30 Working Days of receipt of a valid invoice.

5.2 Interest will be payable on any late payments under this Agreement under the Late Payment of Commercial Debts (Interest) Act 1998, as amended.

6. Confidentiality

6.1 Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the Collaboration Suppliers acknowledge that any Confidential Information obtained from or relating to the Crown, its servants or agents is the property of the Crown.

6.2 Each Collaboration Supplier warrants that:

6.2.1 any person employed or engaged by it (in connection with this Agreement in the course of such employment or engagement) will only use Confidential Information for the purposes of this Agreement

6.2.2 any person employed or engaged by it (in connection with this Agreement) will not disclose any Confidential Information to any third party without the prior written consent of the other party

6.2.3 it will take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (except as agreed) or used other than for the purposes of this Agreement by its employees, servants, agents or subcontractors

6.2.4 neither it nor any person engaged by it, whether as a servant or a consultant or otherwise, will use the Confidential Information for the solicitation of business from the other or from the other party's servants or consultants or otherwise

6.3 The provisions of clauses 6.1 and 6.2 will not apply to any information which is:

6.3.1 or becomes public knowledge other than by breach of this clause 6

6.3.2 in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party

6.3.3 received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure

6.3.4 independently developed without access to the Confidential Information

6.3.5 required to be disclosed by law or by any judicial, arbitral, regulatory or other authority of competent jurisdiction

6.4 The Buyer's right, obligations and liabilities in relation to using and disclosing any Collaboration Supplier's Confidential Information provided under this Agreement and the Collaboration Supplier's right, obligations and liabilities in relation to using and disclosing any of the Buyer's Confidential Information provided under this Agreement, will be as set out in the [relevant contract] [Call-Off Contract].

7. Warranties

7.1 Each Collaboration Supplier warrant and represent that:

7.1.1 it has full capacity and authority and all necessary consents (including but not limited to, if its processes require, the consent of its parent company) to enter

into and to perform this Agreement and that this Agreement is executed by an authorised representative of the Collaboration Supplier

7.1.2 its obligations will be performed by appropriately experienced, qualified and trained personnel with all due skill, care and diligence including but not limited to good industry practice and (without limiting the generality of this clause 7) in accordance with its own established internal processes

7.2 Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to fitness for purpose) are excluded to the extent permitted by law.

8. Limitation of liability

8.1 None of the parties exclude or limit their liability for death or personal injury resulting from negligence, or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.

8.2 Nothing in this Agreement will exclude or limit the liability of any party for fraud or fraudulent misrepresentation.

8.3 Subject always to clauses 8.1 and 8.2, the liability of the Buyer to any Collaboration Suppliers for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement (excluding Clause 6.4, which will be subject to the limitations of liability set out in the relevant Contract) will be limited to [(£,000)].

8.4 Subject always to clauses 8.1 and 8.2, the liability of each Collaboration Supplier for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement will be limited to [Buyer to specify].

8.5 Subject always to clauses 8.1, 8.2 and 8.6 and except in respect of liability under clause 6 (excluding clause 6.4, which will be subject to the limitations of liability set out in the [relevant contract] [Call-Off Contract]), in no event will any party be liable to any other for:

8.5.1 indirect loss or damage
8.5.2 special loss or damage
8.5.3 consequential loss or damage
8.5.4 loss of profits (whether direct or indirect)
8.5.5 loss of turnover (whether direct or indirect)
8.5.6 loss of business opportunities (whether direct or indirect)
8.5.7 damage to goodwill (whether direct or indirect)

8.6 Subject always to clauses 8.1 and 8.2, the provisions of clause 8.5 will not be taken as limiting the right of the Buyer to among other things, recover as a direct loss any:

8.6.1 additional operational or administrative costs and expenses arising from a Collaboration Supplier's Default

8.6.2 wasted expenditure or charges rendered unnecessary or incurred by the Buyer arising from a Collaboration Supplier's Default

9. Dispute resolution process

9.1 All disputes between any of the parties arising out of or relating to this Agreement will be referred, by any party involved in the dispute, to the representatives of the parties specified in the Detailed Collaboration Plan.

9.2 If the dispute cannot be resolved by the parties' representatives nominated under clause 9.1 within a maximum of 5 Working Days (or any other time agreed in writing by the parties) after it has been referred to them under clause 9.1, then except if a party seeks urgent injunctive relief, the parties will refer it to mediation under the process set out in clause 9.3 unless the Buyer considers (acting reasonably and considering any objections to mediation raised by the other parties) that the dispute is not suitable for resolution by mediation.

9.3 The process for mediation and consequential provisions for mediation are:

9.3.1 a neutral adviser or mediator will be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one party to the other parties to appoint a Mediator or if the Mediator agreed upon is unable or unwilling to act, any party will within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to the parties that he is unable or unwilling to act, apply to the President of the Law Society to appoint a Mediator

9.3.2 the parties will within 10 Working Days of the appointment of the Mediator meet to agree a programme for the exchange of all relevant information and the structure of the negotiations

9.3.3 unless otherwise agreed by the parties in writing, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the parties in any future proceedings

9.3.4 if the parties reach agreement on the resolution of the dispute, the agreement will be put in writing and will be binding on the parties once it is signed by their authorised representatives

9.3.5 failing agreement, any of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. The opinion will be provided on a without prejudice basis and will not be used in evidence in any proceedings relating to this Agreement without the prior written consent of all the parties

9.3.6 if the parties fail to reach agreement in the structured negotiations within 20 Working Days of the Mediator being appointed, or any longer period the parties agree on, then any dispute or difference between them may be referred to the courts

9.4 The parties must continue to perform their respective obligations under this Agreement and under their respective Contracts pending the resolution of a dispute.

10. Termination and consequences of termination

10.1 Termination

10.1.1 The Buyer has the right to terminate this Agreement at any time by notice in writing to the Collaboration Suppliers whenever the Buyer has the right to terminate a Collaboration Supplier's [respective contract] [Call-Off Contract].

10.1.2 Failure by any of the Collaboration Suppliers to comply with their obligations under this Agreement will constitute a Default under their [relevant contract] [Call-Off Contract]. In this case, the Buyer also has the right to terminate by notice in writing the participation of any Collaboration Supplier to this Agreement and sever its name from the list of Collaboration Suppliers, so that this Agreement will continue to operate between the Buyer and the remaining Collaboration Suppliers.

10.1.3 [Deloitte] may terminate this Agreement upon written notice to the Parties if the performance of any part of the Agreement would conflict with law, professional rules or Deloitte's independence.

10.2 Consequences of termination

10.2.1 Subject to any other right or remedy of the parties, the Collaboration Suppliers and the Buyer will continue to comply with their respective obligations under the [contracts] [Call-Off Contracts] following the termination (however arising) of this Agreement.

10.2.2 Except as expressly provided in this Agreement, termination of this Agreement will be without prejudice to any accrued rights and obligations under this Agreement.

11. General provisions

11.1 Force majeure

11.1.1 For the purposes of this Agreement, the expression “Force Majeure Event” will mean any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to any party, the party's personnel or any other failure of a Subcontractor.

11.1.2 Subject to the remaining provisions of this clause 11.1, any party to this Agreement may claim relief from liability for non-performance of its obligations to the extent this is due to a Force Majeure Event.

11.1.3 A party cannot claim relief if the Force Majeure Event or its level of exposure to the event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.

11.1.4 The affected party will immediately give the other parties written notice of the Force Majeure Event. The notification will include details of the Force Majeure Event together with evidence of its effect on the obligations of the affected party, and any action the affected party proposes to take to mitigate its effect.

11.1.5 The affected party will notify the other parties in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following the notification, this Agreement will continue to be performed on the terms existing immediately before the Force Majeure Event unless agreed otherwise in writing by the parties.

11.2 Assignment and subcontracting

11.2.1 Subject to clause 11.2.2, the Collaboration Suppliers will not assign, transfer, novate, sub-license or declare a trust in respect of its rights under all or a part of this Agreement or the benefit or advantage without the prior written consent of the Buyer.

11.2.2 Any subcontractors identified in the Detailed Collaboration Plan can perform those elements identified in the Detailed Collaboration Plan to be performed by the Subcontractors.

11.3 Notices

11.3.1 Any notices given under or in relation to this Agreement will be deemed to have been properly delivered if sent by recorded or registered post or by fax and will be deemed for the purposes of this Agreement to have been given or made at the time the letter would, in the ordinary course of post, be delivered or at the time shown on the sender's fax transmission report.

11.3.2 For the purposes of clause 11.3.1, the address of each of the parties are those in the Detailed Collaboration Plan.

11.4 Entire agreement

11.4.1 This Agreement, together with the documents and agreements referred to in it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the Parties about this.

11.4.2 Each of the parties agrees that in entering into this Agreement and the documents and agreements referred to in it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement. The only remedy available to each party in respect of any statements, representation, warranty or understanding will be for breach of contract under the terms of this Agreement.

11.4.3 Nothing in this clause 11.4 will exclude any liability for fraud.

11.5 Rights of third parties

Nothing in this Agreement will grant any right or benefit to any person other than the parties or their respective successors in title or assignees, or entitle a third party to enforce any provision and the parties do not intend that any term of this Agreement should be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

11.6 Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, that provision will be severed without effect to the remaining provisions. If a provision of this Agreement that is fundamental to the accomplishment of the purpose of this Agreement is held to any extent to be invalid, the parties will immediately commence good faith negotiations to remedy that invalidity.

11.7 Variations

No purported amendment or variation of this Agreement or any provision of this Agreement will be effective unless it is made in writing by the parties.

11.8 No waiver

The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law will not constitute a waiver of that right, power or remedy. If a party waives a breach of any provision of this Agreement this will not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

11.9 Governing law and jurisdiction

This Agreement will be governed by and construed in accordance with English law and without prejudice to the Dispute Resolution Process, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Executed and delivered as an agreement by the parties or their duly authorised attorneys the day and year first above written.

For and on behalf of the Buyer

Signed by:

Full name (capitals):
Position:
Date:

For and on behalf of the [Company name]
Signed by:

Full name (capitals):
Position:
Date:

For and on behalf of the [Company name]
Signed by:

Full name (capitals):
Position:
Date:

For and on behalf of the [Company name]
Signed by:

Full name (capitals):

Position:
Date:

For and on behalf of the [Company name]
Signed by:

Full name (capitals):
Position:
Date:

For and on behalf of the [Company name]
Signed by:

Full name (capitals):
Position:
Date:

For and on behalf of the [Company name]
Signed by:

Full name (capitals):
Position:
Date:

Collaboration Agreement Schedule 1: List of contracts

Collaboration supplier	**Name/reference of contract**	**Effective date of contract**

Collaboration Agreement Schedule 2 [**Insert Outline Collaboration Plan**]

Call Off Special Schedule 2 - Security Schedule for Development

This Call Off Contract is a "higher-risk agreement" for the purposes of this schedule.

Buyer Options

The Buyer has assessed this Agreement as:

[Buyer to check as appropriate]

□ **a standard agreement;**

□ **a higher-risk agreement.**

In the case of the standard agreement, the Buyer has determined that the Relevant Certifications are:

[Buyer to check as appropriate]

□ Cyber Essentials Plus; and/or

□ Cyber Essentials.

In addition to the United Kingdom, permission must be sought from the Buyer, for the Supplier and its Sub-contractors to undertake Relevant Activities in the following geographic areas:

[Buyer to check as appropriate]

□ **the European Economic Area;**

□ outside the United Kingdom or European Economic Area.

In addition to the United Kingdom, permission to be sought from the Buyer, for the Supplier and its Sub-contractors to operate Support Locations in the following geographic areas:

[Buyer to check as appropriate]

□ **the European Economic Area;**

□ outside the United Kingdom or European Economic Area.

1. Definitions

1.1 In this Schedule [♦] (*Security Management*):

"Anti-virus Software"	means software that: **(a)** protects the Supplier Information Management System from the possible introduction of Malicious Software;

	(b) scans for and identifies possible Malicious Software in the Supplier Information Management System; **(c)** if Malicious Software is detected in the Supplier Information Management System, so far as possible: **(i)** prevents the harmful effects of the Malicious Software; and **(ii)** removes the Malicious Software from the Supplier Information Management System;
"Breach Action Plan"	means a plan prepared under paragraph 19.3 of the Security Requirements addressing any Breach of Security;
"Breach of Security"	means the occurrence of: **(a)** any unauthorised access to or use of the Services, the Buyer Premises, the Sites, the Supplier Information Management System and/or any information or data used by the Buyer, the Supplier or any Sub-contractor in connection with this Agreement, including the Buyer Data and the Code; **(d)** the loss (physical or otherwise), corruption and/or unauthorised disclosure of any information or data, including copies of such information or data, used by the Buyer, the Supplier or any Sub-contractor in connection with this Agreement, including the Buyer Data and the Code; and/or **(e)** any part of the Supplier Information Management System ceasing to be compliant with the Certification Requirements; **(f)** the installation of Malicious Software in the: **(i)** Supplier Information Management System; **(ii)** Development Environment; or **(iii)** Developed System; **(g)** any loss of operational efficiency or failure to operate to specification as the result of the installation or operation of Malicious Software in the:

	(i) Supplier Information Management System; **(ii)** Development Environment; or **(iii)** Developed System; and **(h)** includes any attempt to undertake the activities listed in sub-paragraph (a) where the Supplier has reasonable grounds to suspect that attempt: **(i)** was part of a wider effort to access information and communications technology by or on behalf of Central Government Bodies; or **(ii)** was undertaken, or directed by, a state other than the United Kingdom
"Buyer Data"	**means any:** **(a)** 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; **(i)** Personal Data for which the Buyer is a, or the, Data Controller; or **(j)** any meta-data relating to categories of data referred to in paragraphs (a) or (b); that is: **(a)** supplied to the Supplier by or on behalf of the Buyer; or **(b)** that the Supplier generates, processes, stores or transmits under this Agreement; and for the avoidance of doubt includes the Code and any meta-data relating to the Code.
"Buyer Data Register"	means the register of all Buyer Data the Supplier, or any Sub-contractor, receives from or creates for the Buyer, produced and maintained in accordance with paragraph 20 of the Security Requirements;
"Buyer Equipment"	means any hardware, computer or telecoms devices, and equipment that forms part of the Buyer System;
"Buyer System"	means the information and communications technology system used by the Buyer to interface with the Supplier Information

	Management System or through which the Buyer receives the Services;
"Certification Default"	**means the occurrence of one or more of the circumstances listed in Paragraph 6.4;**
"Certification Rectification Plan"	**means the plan referred to in Paragraph 6.5.1;**
"Certification Requirements"	**means the requirements set out in paragraph 6.3.**
"CHECK Scheme"	**means the NCSC's scheme under which approved companies can conduct authorised penetration tests of public sector and critical national infrastructure systems and networks**
"CHECK Service Provider"	**means a company which, under the CHECK Scheme:** **(a)** has been certified by the National Cyber Security Centre; **(b)** holds "Green Light" status; and **(c)** is authorised to provide the IT Health Check services required by paragraph 16 of the Security Requirements;
"Code"	means, in respect of the Developed System: **(d)** the source code; **(e)** the object code; **(f)** third-party components, including third-party coding frameworks and libraries; and **(g)** all supporting documentation.
"Code Review"	means a periodic review of the Code by manual or automated means to: **(a)** identify and fix any bugs; and **(b)** ensure the Code complies with **(i)** the requirements of this Schedule [♦] (*Security Management*); and **(ii)** the Secure Development Guidance;

"Code Review Plan"	means the document agreed with the Buyer under paragraph 6.3 of the Security Requirements setting out the requirements for, and frequency of, Code Reviews;
"Code Review Report"	means a report setting out the findings of a Code Review;
"Cyber Essentials"	means the Cyber Essentials certificate issued under the Cyber Essentials Scheme;
"Cyber Essentials Plus"	means the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme;
"Cyber Essentials Scheme"	means the Cyber Essentials scheme operated by the National Cyber Security Centre;
"Developed System"	means the software or system that the Supplier will develop under this Agreement;
"Development Activity"	means any activity relating to the development, deployment maintenance and upgrading of the Developed System, including: **(a)** coding; **(c)** testing; **(d)** code storage; and **(e)** deployment.
"Development Environment"	means any information and communications technology system and the Sites that the Supplier or its Sub-contractors will use to provide the Development Activity;
"EEA"	means the European Economic Area;
"End-user Device"	means any personal computers, laptops, tablets, terminals, smartphones or other portable electronic device used in the provision of the Services.
"Email Service"	means a service that will send, or can be used to send, emails from the Buyer's email address or otherwise on behalf of the Buyer;
"HMG Baseline Personnel Security Standard"	means the employment controls applied to any individual member of the Supplier Personnel that performs any activity relating to the provision or management of the Services, as set out in "HMG Baseline Personnel Standard", Version 6.0, May 2018 (https://assets.publishing.service.gov.uk /government/uploads/system/uploads/attachment_data/file/714002/

	HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf), as that document is updated from time to time;
"IT Health Check"	means security testing of the Supplier Information Management System, insofar as it relates to the Developed System but excluding the Development Environment in accordance with paragraph 3 of the Security Requirements;
"Malicious Software"	means any software program or code intended to destroy, interfere with, corrupt, remove, transmit or cause undesired effects on program files, data or other information, executable code, applications, macros or configurations;
"Modules Register"	means the register of Third-party Software Modules required for higher risk agreements by paragraph 9.3 of the Security Requirements;
"NCSC"	means the National Cyber Security Centre;
"NCSC Cloud Security Principles"	means the NCSC's document "Implementing the Cloud Security Principles" as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles.
"NCSC Device Guidance"	means the NCSC's document "Device Security Guidance", as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/device-security-guidance;
"NCSC Protecting Bulk Personal Data Guidance"	means the NCSC's document "Protecting Bulk Personal Data", as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/protecting-bulk-personal-data
"NCSC Secure Design Principles"	means the NCSC's document "Secure Design Principles", as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/cyber-security-design-principles.
[redacted]	[redacted]
"OWASP Secure Coding Practice"	means the Secure Coding Practices Quick Reference Guide published by OWASP, as updated or replaced from time to time and found at https://owasp.org/www-project-secure-coding-practices-quick-reference-guide/migrated_content;
"OWASP Top Ten"	means the list of the most critical security risks to web applications published annually by OWASP and found at https://owasp.org/www-project-top-ten/;

"Privileged User"	means a user with system administration access to the Supplier Information Management System, or substantially similar access privileges;
"Process"	means any operation performed on data, whether or not by automated means, including 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 that data;
"Prohibited Activity"	means the storage, access or Processing of Buyer Data prohibited by a Prohibition Notice;
"Prohibition Notice"	means a notice issued under paragraph of the Security Requirements.
"Protective Monitoring System"	means the system implemented by the Supplier and its Sub-contractors under paragraph 17.1 of the Security Requirements to monitor and analyse access to and use of the Supplier Information Management System, the Development Environment, the Buyer Data and the Code
"Register of Support Locations and Third-Party Tools"	means the part of the Security Management Plan setting out, in respect of Support Locations and Third-Party Tools: **(a)** the nature of the activity performed at the Support Location or by the Third-Party Tool on the Code or the Buyer Data (as applicable); **(f)** where that activity is performed by individuals, the place or facility from where that activity is performed; and **(g)** in respect of the entity providing the Support Locations or Third-Party Tools, its: **(i)** full legal name; **(ii)** trading name (if any) **(iii)** country of registration; **(iv)** registration number (if applicable); and **(v)** registered address.
"Relevant Activities"	means those activities specified in paragraph 1.1 of the Security Requirements.
"Relevant Certifications"	means **(a)** in the case of a standard agreement: **(i)** Cyber Essentials; and/or **(ii)** Cyber Essentials Plus

	as determined by the Buyer; or **(b)** in the case of a higher risk agreement: **(i)** ISO/IEC 27001:2013 by a UKAS-approved certification body in respect of the Supplier Information Management System, or the Supplier Information Management System is included within the scope of a wider certification of compliance with ISO/IEC 27001:2013; and **(ii)** Cyber Essentials Plus;;
"Relevant Convictions"	means any previous or pending prosecution, conviction or caution (excluding any spent conviction under the Rehabilitation of Offenders Act 1974) relating to offences involving dishonesty, terrorism, immigration, firearms, fraud, forgery, tax evasion, offences against people (including sexual offences), [driving offences, offences against property, drugs, alcohol, public order offences] or any other offences relevant to Services as the Buyer may specify
"Remediation Action Plan"	means the plan prepared by the Supplier in accordance with Paragraph 9.10 to 9.14, addressing the vulnerabilities and findings in a IT Health Check report
"Secure Development Guidance"	means: **(a)** in the case of a standard agreement, the NCSC's document "Secure development deployment guidance" as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/developers-collection; **(b)** in the case of a higher-risk agreement, the Supplier's secure coding policy required under its ISO27001 accreditation
"Security Management Plan"	means the document prepared in accordance with the requirements of Paragraph 7 and in the format, and containing the information, specified in Annex 2.
"SMP Sub-contractor"	means a Sub-contractor with significant market power, such that: **(a)** they will not contract other than on their own contractual terms; and **(b)** either: **(vi)** there are no other substitutable suppliers of the particular services other than SMP Sub-contractors; or

	(vii) the Sub-contractor concerned has an effective monopoly on the provision of the Services.
"Sites"	means any premises: **(c)** from or at which: **(i)** the Services are (or are to be) provided; or **(ii)** the Supplier manages, organises or otherwise directs the provision or the use of the Services; or **(k)** where: **(i)** any part of the Supplier Information Management System is situated; or **(ii)** any physical interface with the Buyer System takes place; and **(l)** for the avoidance of doubt include any premises at which Development Activities take place
"Standard Contractual Clauses"	means, for the purposes of this Schedule [♦] (*Security Management*): **(a)** the standard data protection Paragraphs specified in Article 46 of the United Kingdom General Data Protection Regulation setting out the appropriate safeguards for the transmission of personal data outside the combined territories of the United Kingdom and the European Economic Area; **(b)** as modified to apply equally to: **(i)** the Buyer Data; **(ii)** the Code as if those categories of data were personal data.
"Sub-contractor"	includes, for the purposes of this Schedule [♦] (*Security Management*), any individual or entity that: **(a)** forms part of the supply chain of the Supplier; and **(b)** has access to, hosts, or performs any operation on or in respect of the Supplier Information Management System, the Development Environment, the Code and the Buyer Data;

"Sub-contractor Personnel"	means: **(a)** any individual engaged, directly or indirectly, or employed, by any Sub-contractor; and **(c)** engaged in or likely to be engaged in: **(i)** the performance or management of the Services; **(ii)** or the provision of facilities or services that are necessary for the provision of the Services.
"Supplier Information Management System"	means: **(a)** those parts of the information and communications technology system and the Sites that the Supplier or its Sub-contractors will use to provide the Services; **(m)** the associated information assets and systems (including organisational structure, controls, policies, practices, procedures, processes and resources); and **(n)** for the avoidance of doubt includes the Development Environment.
"Security Requirements"	mean the security requirements in Annex 1 to this Schedule [♦] (*Security Management*)
"Supplier Personnel"	means any individual engaged, directly or indirectly, or employed by the Supplier or any Sub-contractor in the management or performance of the Supplier's obligations under this Agreement;
"Support Location"	means a place or facility where or from which individuals may access or Process the Code or the Buyer Data;
"Support Register"	means the register of all hardware and software used to provide the Services produced and maintained in accordance with paragraph 17 of the Security Requirements.
"Third-party Software Module"	means any module, library or framework that: **(a)** is not produced by the Supplier or a Sub-contractor as part of the Development Activity; and **(b)** either: **(i)** forms, or will form, part of the Code; or **(ii)** is, or will be, accessed by the Developed System during its operation.

"Third-party Tool"	means any activity conducted other than by the Supplier during which the Code or the Buyer Data is accessed, analysed or modified or some form of operation is performed on it;
[redacted]	[redacted]

2. Introduction

2.1 This Schedule [♦] (*Security Management*) sets out:

2.1.1 the assessment of this Agreement as either a:

2.1.1.1 higher risk agreement; or

2.1.1.2 standard agreement,

2.1.2 the arrangements the Supplier must implement before, and comply with when, providing the Services and performing its other obligations under this Agreement to ensure the security of:

2.1.2.1 the Development Activity;

2.1.2.2 the Development Environment;

2.1.2.3 the Buyer Data;

2.1.2.4 the Services; and

2.1.2.5 the Supplier Information Management System;

2.1.3 the principle of co-operation between the Supplier and the Buyer on security matters;

2.1.4 the Buyer's reasonable request to access Supplier Personnel and Supplier evidence of Information Management System, in Paragraph 5;

2.1.5 the Certification Requirements, in Paragraph 6;

2.1.6 the requirements for a Security Management Plan in the case of higher-risk agreements, in Paragraph 7; and

2.1.7 the Security Requirements with which the Supplier and its Sub-contractors must comply.

3. Principles of Security

3.1 The Supplier acknowledges that the Buyer places great emphasis on the confidentiality, integrity and availability of the Buyer Data, and the integrity and availability of the Developed System, and, consequently, on the security of:

3.1.1 the Sites;

3.1.2 the Services; and

3.1.3 the Supplier's Information Management System.

3.2 The Parties shall share information and act in a co-operative manner at all times to further the principles of security in Paragraph 3.1.

3.3 The Supplier remains responsible for:

3.3.1 the security, confidentiality, integrity and availability of the Buyer Data when that Buyer Data is under the control of the Supplier or any of its Sub-contractors;

3.3.2 the security and integrity of the Developed System; and

3.3.3 the security of the Supplier Information Management System.

3.4 Where the Supplier, a Sub-contractor or any of the Supplier Personnel is granted access to the Buyer System or to the Buyer Equipment, it must comply with and ensure that all such Sub-contractors and Supplier Personnel comply with, all rules, policies and guidance provided to it and as updated from time to time concerning the Buyer System or the Buyer Equipment.

4. Security Requirements

4.1 The Supplier shall

4.1.1 comply with the Security Requirements; and

4.1.2 subject to Paragraph 8.2, ensure that all Sub-contractors also comply with the Security Requirements.

4.2 Where a Sub-contractor is SMP Sub-contractor, the Supplier shall:

4.2.1 use best endeavours to ensure that the SMP Sub-contractor complies with the Security Requirements;

4.2.2 document the differences between Security Requirements the obligations that the SMP Sub-contractor is prepared to accept in sufficient detail to allow the Buyer to form an informed view of the risks concerned;

4.2.3 take such steps as the Buyer may require to mitigate those risks.

5. Access to Supplier Personnel and Evidence of Supplier Information Management System

5.1 The Buyer may require, and the Supplier must provide, and ensure that each Sub-contractor provides, the Buyer and its authorised representatives with:

5.1.1 access to the Supplier Personnel, including, for the avoidance of doubt, the Sub-contractor Personnel;

5.1.2 evidence of the Supplier Information Management System; and

5.1.3 such other relevant information and/or documentation that the Buyer or its authorised representatives may require in relation to the services to be provided as part of this contract,

to allow the Buyer to audit the Supplier and its Sub-contractors' compliance with this Schedule [x] (*Security Management*) and the Security Requirements.

5.2 The Supplier must provide relevant information and evidence as well as access to Personnel required by the Buyer in accordance with Paragraph 5.1:

5.2.1 in the case of a Breach of Security within [24 hours] of such a request; and

5.2.2 in all other cases, within [10] Working Days of such request.

6. Certification Requirements

6.1 The Supplier shall ensure that, unless otherwise agreed by the Buyer, both:

6.1.1 it; and

6.1.2 any Sub-contractor,

is certified as compliant with the Relevant Certifications.

6.2 Unless otherwise agreed by the Buyer, before it begins to provide the Services, the Supplier must provide the Buyer with a copy of:

6.2.1 the Relevant Certifications for it and any Sub-contractor; and

6.2.2 in the case of a higher-risk agreement, the any relevant scope and statement of applicability required under the ISO/IEC 27001:2013 Relevant Certifications.

6.3 The Supplier must ensure that at the time it begins to provide the Services, the Relevant Certifications for it and any Sub-contractor are:

6.3.1 currently in effect;

6.3.2 cover at least the full scope of the Supplier Information Management System; and

6.3.3 are not subject to any condition that may impact the provision of the Services or the Development Activity (the "**Certification Requirements**").

6.4 The Supplier must notify the Buyer promptly, and in any event within three (3) Working Days, after becoming aware that, in respect of it or any Sub-contractor:

6.4.1 a Relevant Certification has been revoked or cancelled by the body that awarded it;

6.4.2 a Relevant Certification expired and has not been renewed by the Supplier;

6.4.3 a Relevant Certification no longer applies to the full scope of the Supplier Information Management System; or

6.4.4 the body that awarded a Relevant Certification has made it subject to conditions, the compliance with which may impact the provision of the Services (each a "**Certification Default**")

6.5 Where the Supplier has notified the Buyer of a Certification Default under Paragraph 6.4:

6.5.1 the Supplier must, within 10 Working Days of the date in which the Supplier provided notice under Paragraph 6.4 (or such other period as the Parties may agree) provide a draft plan (a "**Certification Rectification Plan**") to the Buyer setting out:

6.5.1.1 full details of the Certification Default, including a root cause analysis;

6.5.1.2 the actual and anticipated effects of the Certification Default;

6.5.1.3 the steps the Supplier and any Sub-contractor to which the Certification Default relates will take to remedy the Certification Default;

6.5.2 the Buyer must notify the Supplier as soon as reasonably practicable whether it accepts or rejects the Certification Rectification Plan;

6.5.3 if the Buyer rejects the Certification Rectification Plan, the Supplier must within 5 Working Days of the date of the rejection submit a revised Certification Rectification Plan and Paragraph 6.5.2 will apply to the re-submitted plan;

6.5.4 the rejection by the Buyer of a revised Certification Rectification Plan is a material Default of this Agreement;

6.5.5 if the Buyer accepts the Certification Rectification Plan, the Supplier must start work immediately on the plan.

7. Security Management Plan

7.1 This Paragraph 7 applies only where the Buyer has assessed that this Agreement is a higher-risk agreement.

Preparation of Security Management Plan

7.2 The Supplier shall document in the Security Management Plan how the Supplier and its Sub-contractors shall comply with the requirements set out in this Schedule [♦] (*Security Management*) and the Agreement in order to ensure the security of the Development Environment, the Developed System, the Buyer Data and the Supplier Information Management System.

7.3 The Supplier shall prepare and submit to the Buyer within [20] Working Days of the date of this Agreement, the Security Management Plan, which must include:

7.3.1 an assessment of the Supplier Information Management System against the requirements of this Schedule [♦] (*Security Management*), including the Security Requirements;

7.3.2 the process the Supplier will implement immediately after it becomes aware of a Breach of Security to restore normal operations as quickly as possible, minimising any adverse impact on the Development Environment, the Developed System. the the Buyer Data, the Buyer, the Services and/or users of the Services; and

7.3.3 the following information, so far as is applicable, in respect of each Sub-contractor:

7.3.3.1 the Sub-contractor's:

(a) legal name;

(b) trading name (if any);

(c) registration details (where the Sub-contractor is not an individual);

7.3.3.2 the Relevant Certifications held by the Sub-contractor;

7.3.3.3 the Sites used by the Sub-contractor;

7.3.3.4 the Development Activity undertaken by the Sub-contractor;

7.3.3.5 the access the Sub-contractor has to the Development Environment;

7.3.3.6 the Buyer Data Processed by the Sub-contractor;

7.3.3.7 the Processing that the Sub-contractor will undertake in respect of the Buyer Data;

7.3.3.8 the measures the Sub-contractor has in place to comply with the requirements of this Schedule [♦] (*Security Management*);

7.3.4 the Register of Support Locations and Third Party Tools;

7.3.5 the Modules Register;

7.3.6 the Support Register;

7.3.7 details of the steps taken to comply with:

7.3.7.1 the Secure Development Guidance; and

7.3.7.2 in the case of a higher-risk agreement, the secure development policy required by the ISO/IEC 27001:2013 Relevant Certifications;

7.3.8 details of the protective monitoring that the Supplier will undertake in accordance with paragraph 17 of the Security Requirements, including:

7.3.8.1 the additional audit and monitoring the Supplier will undertake of the Supplier Information Management System and the Development environment; and

7.3.8.2 the retention periods for audit records and event logs.

Approval of Security Management Plan

7.4 The Buyer shall review the Supplier's proposed Security Management Plan as soon as possible and must issue the Supplier with either:

7.4.1 an information security approval statement, which shall confirm that the Supplier may use the Supplier Information Management System to:

7.4.1.1 undertake the Development Activity; and/or

7.4.1.2 Process Buyer Data; or

7.4.2 a rejection notice, which shall set out the Buyer's reasons for rejecting the Security Management Plan.

7.5 If the Buyer rejects the Supplier's proposed Security Management Plan, the Supplier must prepare a revised Security Management Plan taking the Buyer's reasons into account, which the Supplier must submit to the Buyer for review within [10] Working Days of the date of the rejection, or such other period agreed with the Buyer.

7.6 The rejection by the Buyer of a revised Certification Rectification Plan is a material Default of this Agreement.

Updating Security Management Plan

7.7 The Supplier shall regularly review and update the Security Management Plan, and provide such to the Buyer, at least once each year and as required by this Paragraph.

Monitoring

7.8 The Supplier shall present evidence to the Buyer prior to work commencing on the Supplier IT systems, to provide assurances to the Supplier Information Management System. Thereafter, the Supplier will provide updates on the following points at the Security Working Groups (SWG):

7.8.1 a significant change to the components or architecture of the Supplier Information Management System;

7.8.2 a new risk to the components or architecture of the Supplier Information Management System;

7.8.3 a vulnerability to the components or architecture of the Supplier Information Management System using an industry standard vulnerability scoring mechanism;

7.8.4 a change in the threat profile;

7.8.5 a significant change to any risk component;

7.8.6 a significant change in the quantity of Personal Data held within the Service;

7.8.7 a proposal to change any of the Sites from which any part of the Services are provided; and/or

7.8.8 an ISO27001 audit report produced in connection with the Certification Requirements indicates significant concerns.

7.9 The Supplier shall make the necessary changes to the Security Management Plan and submit the updated Security Management Plan to the Buyer for review and approval.

ANNEX 1: SECURITY REQUIREMENTS

1. Location

Location for Relevant Activities

1.1 Unless otherwise agreed with the Buyer, the Supplier must, and ensure that its Sub-contractors, at all times:

1.1.1 undertake the Development Activity;

1.1.2 host the Development Environment; and

1.1.3 store, access or process Buyer Data (the "**Relevant Activities**")

only in the geographic areas permitted by the Buyer.

1.2 Where the Buyer has permitted the Supplier and its Sub-contractors to perform the Relevant Activities outside the United Kingdom or European Economic Area, the Supplier must, and must ensure that its Sub-contractors undertake the Relevant Activities in a facility operated by an entity where:

1.2.1 the entity has entered into a binding agreement with the Supplier or Sub-contractor (as applicable) containing the Standard Contractual Clauses;

1.2.2 the Supplier or Sub-contractor has taken reasonable steps to assure itself that the entity complies with the Standard Contractual Clauses;

1.2.3 the Supplier has provided the Buyer with such information as the Buyer requires concerning:

1.2.3.1 the entity;

1.2.3.2 the arrangements with the entity; and

1.2.3.3 the entity's compliance with the Standard Contractual Clauses; and

1.2.4 the Buyer has not given the Supplier a Prohibition Notice under paragraph 1.3.

1.3 Where the Supplier cannot comply with one or more of the requirements of paragraph 1.2:

1.3.1 it must provide the Buyer with such information as the Buyer requests concerning:

1.3.1.1 the security controls in places at the relevant location or locations; and

1.3.1.2 where certain security controls are not, or only partially, implemented the reasons for this;

1.3.2 the Buyer may grant approval to use that location or those locations, and that approval may include conditions; and

1.3.3 if the Buyer does not grant permission to use that location or those locations, the Supplier must, within such period as the Buyer may specify:

1.3.3.1 cease to store, access or process Buyer Data at that location or those locations;

1.3.3.2 sanitise, in accordance with instructions from the Buyer, such equipment within the information and communications technology system used to store, access or process Buyer Data at that location, or those locations, as the Buyer may specify.

Support Locations

1.4 The Supplier must ensure that all Support Locations are located only in the geographic areas permitted by the Buyer.

1.5 Where the Buyer has permitted the Supplier and its Sub-contractors to operate Support Locations outside the United Kingdom or European Economic Area, the Supplier must, and must ensure that its Sub-contractors operate the Support Locations in a facility operated by an entity where

1.5.1 the entity has entered into a binding agreement with the Supplier or Sub-contractor (as applicable) containing the Standard Contractual Clauses;

1.5.2 the Supplier or Sub-contractor has taken reasonable steps to assure itself that the entity complies with the Standard Contractual Clauses;

1.5.3 the Supplier has provided the Authority with such information as the Authority requires concerning:

1.5.3.1 the entity;

1.5.3.2 the arrangements with the entity; and

1.5.3.3 the entity's compliance with the Standard Contractual Clauses; and

1.5.3.4 the Authority has not given the Supplier notice under paragraph 1.7.

Third-party Tools

1.6 The Supplier must use, and ensure that Sub-contractors use, only those Third-party Tools included in the Register of Support Locations and Third-party Tools.

1.7 The Supplier must not, and must not allow Sub-contractors to, use a new Third-party Tool, or replace an existing Third-party Tool, without the permission of the Buyer.

Prohibited Activities

[redacted]

1.8.1 in any particular country or group of countries;

1.8.2 in or using facilities operated by any particular entity or group of entities; or

1.8.3 in or using any particular facility or group of facilities, whether operated by the Supplier, a Sub-contractor or a third-party entity (a "**Prohibition Notice**").

1.9 Where the Supplier or Sub-contractor, on the date of the Prohibition Notice undertakes any Relevant Activities or operates any Support Locations affected by the notice, the Supplier must, and must procure that Sub-contractors, cease to undertake that Prohibited Activity within 40 Working Days of the date of the Prohibition Notice.

2. Vetting, Training and Staff Access

Vetting before performing or managing Services

2.1 The Supplier must not engage Supplier Personnel, and must ensure that Sub-contractors do not engage Sub-contractor Personnel in:

2.1.1 Development Activity;

2.1.2 any activity that provides access to the Development Environment; or

2.1.3 any activity relating to the performance and management of the Services

unless:

2.1.4 that individual has passed the security checks listed in paragraph 2.2; or

2.1.5 the Buyer has given prior written permission for a named individual to perform a specific role.

2.2 For the purposes of paragraph 2.1, the security checks are:

2.2.1 The checks required for the HMG Baseline Personnel Security Standard (BPSS) to verify:

2.2.1.1 the individual's identity;

2.2.1.2 the individual's nationality and immigration status so as to demonstrate that they have a right to work in the United Kingdom;

2.2.1.3 the individual's previous employment history; and

2.2.1.4 that the individual has no Relevant Convictions;

2.2.2 national security vetting clearance to the level specified by the Buyer for such individuals or such roles as the Buyer may specify; or

2.2.3 such other checks for the Supplier Personnel of Sub-contractors as the Buyer may specify.

Annual training

2.3 The Supplier must ensure, and ensure that Sub-contractors ensure, that all Supplier Personnel, complete and pass security training at least once every calendar year that covers:

2.3.1 General training concerning security and data handling; and

2.3.2 Phishing, including the dangers from ransomware and other malware.

Staff access

2.4 The Supplier must ensure, and ensure that Sub-contractors ensure, that individual Supplier Personnel can access only the Buyer Data necessary to allow individuals to perform their role and fulfil their responsibilities in the provision of the Services.

2.5 The Supplier must ensure, and ensure that Sub-contractors ensure, that where individual Supplier Personnel no longer require access to the Buyer Data or any part of the Buyer Data, their access to the Buyer Data or that part of the Buyer Data is revoked immediately when their requirement to access Buyer Data ceases.

2.6 Where requested by the Buyer, the Supplier must remove, and must ensure that Sub-contractors remove, an individual Supplier Personnel's access to the Buyer Data, or part of that Buyer Data specified by the Buyer, as soon as practicable and in any event within 24 hours of the request.

Exception for certain Sub-contractors

2.7 Where the Supplier considers it cannot ensure that a Sub-contractors will undertake the relevant security checks on any Sub-contractor Personnel, it must:

2.7.1 as soon as practicable, and in any event within [20] Working Days of becoming aware of the issue, notify the Buyer;

2.7.2 provide such information relating to the Sub-contractor, its vetting processes and the roles the affected Sub-contractor Personnel will perform as the Buyer reasonably requires; and

2.7.3 comply, at the Supplier's cost, with all directions the Buyer may provide concerning the vetting of the affected Sub-contractor Personnel and the management of the Sub-contractor.

3. End-user Devices

3.1 The Supplier must manage, and must ensure that all Sub-contractors manage, all End-user Devices on which Buyer Data or Code is stored or processed in accordance the following requirements:

3.1.1 the operating system and any applications that store, process or have access to Buyer Data or Code must be in current support by the vendor, or the relevant community in the case of open source operating systems or applications;

3.1.2 users must authenticate before gaining access;

3.1.3 all Buyer Data and Code must be encrypted using a encryption tool agreed to by the Buyer;

3.1.4 the End-under Device must lock and require any user to re-authenticate after a period of time that is proportionate to the risk environment, during which the End-user Device is inactive;

3.1.5 the End-User Device must be managed in a way that allows for the application of technical policies and controls over applications that have access to Buyer Data and Code to ensure the security of that Buyer Data and Code;

3.1.6 the Suppler or Sub-contractor, as applicable, can, without physical access to the End-user Device, remove or make inaccessible all Buyer Data or Code stored on the device and prevent any user or group of users from accessing the device;

3.1.7 all End-user Devices are within the scope of any Relevant Certification.

3.2 The Supplier must comply, and ensure that all Sub-contractors comply, with the recommendations in NCSC Device Guidance as if those recommendations were incorporated as specific obligations under this Agreement.

3.3 Where there any conflict between the requirements of this Schedule [x] (*Security Management*) and the requirements of the NCSC Device Guidance, the requirements of this Schedule take precedence.

4. Secure Architecture

4.1 The Supplier shall design and build the Developed System in a manner consistent with:

4.1.1 the NCSC's guidance on "Security Design Principles for Digital Services";

4.1.2 where the Developed System will Process bulk data, the NCSC's guidance on "Bulk Data Principles"; and

4.1.3 the NCSC's guidance on "Cloud Security Principles".

4.2 Where any of the documents referred to in paragraph 4.1 provides for various options, the Supplier must document the option it has chosen to implement and its reasons for doing so.

5. Secure Software Development by Design

5.1 The Supplier must, and must ensure that all Sub-contractors engaged in Development Activity, implement secure development and deployment practices to ensure that:

5.1.1 no malicious code is introduced into the Developed System or the Supplier Information Management System.

5.1.2 the Developed System can continue to function in accordance with the Specification:

5.1.2.1 in unforeseen circumstances; and

5.1.2.2 notwithstanding any attack on the Developed System using common cyber-attack techniques, including attacks using those vulnerabilities identified at any time in the OWASP Top Ten.

5.2 To those ends, the Supplier must, and ensure that all Sub-contractors engaged in Development Activity:

5.2.1 comply with the Secure Development Guidance as if its requirements were terms of this Contract; and

5.2.2 document the steps taken to comply with that guidance as part of the Security Management Plan.

5.3 In particular, the Supplier must, and ensure that all Sub-contractors engaged in Development Activity:

5.3.1 ensure that all Supplier Staff engaged in Development Activity are:

5.3.1.1 trained and experienced in secure by design code development;

5.3.1.2 provided with regular training in secure software development and deployment;

5.3.2 ensure that all Code:

5.3.2.1 is subject to a clear, well-organised, logical and documented architecture;

5.3.2.2 follows OWASP Secure Coding Practice

5.3.2.3 follows recognised secure coding standard, where one is available;

5.3.2.4 employs consistent naming conventions;

5.3.2.5 is coded in a consistent manner and style;

5.3.2.6 is clearly and adequately documented to set out the function of each section of code;

5.3.2.7 is subject to appropriate levels of review through automated and non-automated methods both as part of:

(a) any original coding; and

(b) at any time the Code is changed;

5.3.3 ensure that all Development Environments:

5.3.3.1 protect access credentials and secret keys;

5.3.3.2 is logically separate from all other environments, including production systems, operated by the Supplier or Sub-contractor;

5.3.3.3 requires multi-factor authentication to access;

5.3.3.4 have onward technical controls to protect the Developed System or the Supplier Information Management System in the event a Development Environment is compromised;

5.3.3.5 use network architecture controls to constrain access from the Development Environment to the Developed System or the Supplier Information Management System;

6. Code Repository and Deployment Pipeline

7. The Supplier must, and must ensure that all Sub-contractors engaged in Development Activity:

7.1.1.1 when using a cloud-based code depository for the deployment pipeline, use only a cloud-based code depository that has been assessed against the NCSC Cloud Security Principles;

7.1.1.2 ensure user access to code code repositories is authenticated using credentials, with passwords or private keys;

7.1.1.3 ensure secret credentials are separated from source code.

7.1.1.4 run automatic security testing as part of any deployment of the Developed System.

8. Development and Testing Data

8.1 The Supplier must, and must ensure that all Sub-contractors engaged in Development Activity, use only anonymised, dummy or synthetic data when using data within the Development Environment for the purposes of development and testing.

9. Code Reviews

9.1 This paragraph applies where the Buyer has assessed that this Agreement is a higher-risk agreement.

9.2 The Supplier must:

9.2.1 regularly; or

9.2.2 as required by the Buyer

review the Code in accordance with the requirements of this Paragraph 4 (a "**Code Review**").

9.3 Before conducting any Code Review, the Supplier must agree with the Buyer:

9.3.1 the modules or elements of the Code subject to the Code Review;

9.3.2 the development state at which the Code Review will take place;

9.3.3 any specific security vulnerabilities the Code Review will assess; and

9.3.4 the frequency of any Code Reviews (the "**Code Review Plan**").

9.4 For the avoidance of doubt the Code Review Plan may specify different modules or elements of the Code are reviewed at a different development state, for different security vulnerabilities and at different frequencies.

9.5 The Supplier:

9.5.1 must undertake Code Reviews in accordance with the Code Review Plan; and

[redacted]may undertake Code Reviews by automa[redacted] approach specified in the Code review Plan.

9.6 No later than 10 Working Days or each Code Review, the Supplier must provide the Buyer will a full, unedited and unredacted copy of the Code Review Report.

9.7 Where the Code Review identifies any security vulnerabilities, the Supplier must:

9.7.1 remedy these at its own cost and expense;

9.7.2 ensure, so far as reasonably practicable, that the identified security vulnerabilities are not present in any other modules or code elements; and

9.7.3 modify its approach to undertaking the Development Activities to ensure, so far as is practicable, the identified security vulnerabilities will not re-occur; and

9.7.4 provide the Buyer with such information as it requests about the steps the Supplier takes under this paragraph 6.7.

10. Third-party Software

10.1 The Supplier must not, and must ensure that Sub-contractors do not, use any software to Process Buyer Data where the licence terms of that software purport to grant the licensor rights to Process the Buyer Data greater than those rights strictly necessary for the use of the software.

11. Third-party Software Modules

11.1 This paragraph 5 applies only where the Buyer has assessed that this Agreement is a higher-risk agreement

11.2 Where the Supplier or a Sub-contractor incorporates a Third-party Software Module into the Code, the Supplier must:

11.2.1 verify the source and integrity of the Third-party Software Module by cryptographic signing or such other measure that provides the same level of assurance;

11.2.2 perform adequate due diligence to determine whether there are any recognised security vulnerabilities with that Third-party Software Module;

11.2.3 continue to monitor any such Third-party Software Module so as to ensure it promptly becomes aware of any newly-discovered security vulnerabilities;

11.2.4 take appropriate steps to minimise the effect of any such security vulnerability on the Developed System.

11.3 The Supplier must produce and maintain a register of all Third-party Software Modules that form part of the Code (the "**Modules Register**").

11.4 The Modules Register must include, in respect of each Third-party Software Module:

11.4.1 full details of the developer of the module;

11.4.2 the due diligence the Supplier undertook on the Third-party Software Module before deciding to use it;

11.4.3 any recognised security vulnerabilities in the Third-party Software Module; and

11.4.4 how the Supplier will minimise the effect of any such security vulnerability on the Developed System.

11.5 The Supplier must:

11.5.1 review and update the Modules Register:

11.5.1.1 within [♦] Working Days of becoming aware of a security vulnerability in any Third-party Software Module; and

11.5.1.2 at least once every 6 (six) months;

11.5.2 provide the Buyer with a copy of the Modules Register:

11.5.2.1 whenever it updates the Modules Register; and

11.5.2.2 otherwise when the Buyer requests.

12. Hardware and software support

12.1 This paragraph 9 applies only where the Buyer has assessed that this Agreement is a higher-risk agreement

12.2 The Supplier must ensure that all software used to provide the Services remains at all times in full security support, including any extended or bespoke security support.

12.3 The Supplier must produce and maintain a register of all software that form the Supplier Information Management System (the "**Support Register**").

12.4 The Support Register must include in respect of each item of software:

12.4.1 the date, so far as it is known, that the item will cease to be in mainstream security support; and

12.4.2 the Supplier's plans to upgrade the item before it ceases to be in mainstream security support.

12.5 The Supplier must:

12.5.1 review and update the Support Register:

12.5.1.1 within [♦] Working Days of becoming aware of the date on which, or any change to the date on which, any item of software will cease to be in mainstream security report;

12.5.1.2 within [♦] Working Days of introducing new software, or removing existing software, from the Supplier Information Management System; and

12.5.1.3 at least once every 12 (twelve) months;

12.5.2 provide the Buyer with a copy of the Support Register:

12.5.2.1 whenever it updates the Support Register; and

12.5.2.2 otherwise when the Buyer requests.

12.6 Where any element of the Developed System consists of COTS Software, the Supplier shall ensure:

12.6.1 those elements are always in mainstream or extended security support from the relevant vendor; and

12.6.2 the COTS Software is not more than one version or major release behind the latest version of the software.

12.7 The Supplier shall ensure that all hardware used to provide the Services, whether used by the Supplier or any Sub-contractor is, at all times, remains in mainstream vendor support, that is, that in respect of the hardware, the vendor continues to provide:

12.7.1 regular firmware updates to the hardware; and

12.7.2 a physical repair or replacement service for the hardware.

13. Encryption

13.1 This paragraph applies where the Buyer has assessed that this Agreement is a higher-risk agreement.

13.2 Before Processing any Buyer Data, the Supplier must agree with the Buyer the encryption methods that it and any Sub-contractors that Process Buyer Data will use to comply with this paragraph 10.

13.3 Where this paragraph 10 requires Buyer Data to be encrypted, the Supplier must use, and ensure that Subcontractors use, the methods agreed by the Buyer under paragraph 10.2.

13.4 Notwithstanding anything in the specification for the Developed System or this Agreement, the Supplier must ensure that the Developed System encrypts Buyer Data:

13.4.1 when the Buyer Data is stored at any time when no operation is being performed on it; and

13.4.2 when the buyer Data is transmitted.

13.5 Unless paragraph 10.4 applies, the Supplier must ensure, and must ensure that all Sub-contractors ensure, that Buyer Data is encrypted:

13.5.1 when stored at any time when no operation is being performed on it, including when stored on any portable storage media; and

13.5.2 when transmitted.

13.6 Where the Supplier, or a Sub-contractor, cannot encrypt Buyer Data as required by paragraph 10.3, the Supplier must:

13.6.1 immediately inform the Buyer of the subset or subsets of Buyer Data it cannot encrypt and the circumstances in which and the reasons why it cannot do so;

13.6.2 provide details of the protective measures the Supplier or Sub-contractor (as applicable) proposes to take to provide equivalent protection to the Buyer as encryption;

13.6.3 provide the Buyer with such information relating to the Buyer Data concerned, the reasons why that Buyer Data cannot be encrypted and the proposed protective measures as the Buyer may require.

13.7 The Buyer, the Supplier and, where the Buyer requires, any relevant Sub-contractor shall meet to agree appropriate protective measures for the unencrypted Buyer Data.

13.8 Where the Buyer and Supplier reach agreement, the Supplier must update the Security Management Plan to include:

13.8.1 the subset or subsets of Buyer Data not encrypted and the circumstances in which that will occur;

13.8.2 the protective measure that the Supplier and/or Sub-contractor will put in place in respect of the unencrypted Buyer Data.

13.9 Where the Buyer and Supplier do not reach agreement within 40 Working Days of the date on which the Supplier first notified the Buyer that it could not encrypt certain Buyer Data, either party may refer the matter to [be determined by an expert in accordance with the Dispute Resolution Procedure].

14. Email

14.1 Notwithstanding anything in the specification for the Developed System or this Agreement, the Supplier must ensure that where the Developed System will provide an Email Service to the Buyer, the Developed System:

14.1.1 supports transport layer security ("**TLS**") version 1.2, or higher, for sending and receiving emails;

14.1.2 supports TLS Reporting ("**TLS-RPT**");

14.1.3 is capable of implementing:

14.1.3.1 domain-based message authentication, reporting and conformance ("**DMARC**");

14.1.3.2 sender policy framework ("**SPF**"); and

14.1.3.3 domain keys identified mail ("**DKIM**"); and

14.1.4 is capable of complying in all respects with any guidance concerning email security as issued or updated from time to time by:

14.1.4.1 the UK Government (current version at https://www.gov.uk/guidance/set-up-government-email-services-securely; or

[redacted] the NCSC (current version at https://www.ncsc.gov.uk/collection/email-security-and-anti-spoofing) [redacted]

15. DNS

Unless otherwise agreed by the Buyer, the Supplier must ensure that the Developed System uses the UK public sector Protective DNS ("**PDNS**") service to resolve internet DNS queries.

16. Malicious Software

16.1 The Supplier shall install and maintain Anti-virus Software or procure that Anti-virus Software is installed and maintained on the Supplier Information Management System.

16.2 The Supplier must ensure that such Anti-virus Software:

16.2.1 prevents the installation of the most common forms of Malicious Software in the Supplier Information Management System and the Development Environment;

16.2.2 is configured to perform automatic software and definition updates;

16.2.3 provides for all updates to be the Anti-virus Software to be deployed within [20] Working Days of the update's release by the vendor;

16.2.4 performs regular scans of the Supplier Information Management System to check for and prevent the introduction of Malicious Software; and

16.2.5 where Malicious Software has been introduced into the Supplier Information Management System, identifies, contains the spread of, and minimises the impact of Malicious Software.

16.3 If Malicious Software is found, the Parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Buyer Data, assist each other to mitigate any [Losses] and to restore the Services to their desired operating efficiency.

17. Vulnerabilities

17.1 Unless the Buyer and Supplier otherwise agrees, the Supplier must ensure that it or any relevant Sub-contractor applies security patches to any vulnerabilities in the Supplier Information Management System no later than:

17.1.1 seven (7) days after the public release of patches for vulnerabilities classified as "critical";

17.1.2 thirty (30) days after the public release of patches for vulnerabilities classified as "important"; and

17.1.3 sixty (60) days after the public release of patches for vulnerabilities classified as "other".

17.2 The Supplier must:

17.2.1 scan the Supplier Information Management System and the Development Environment at least once every month to identify any unpatched vulnerabilities; and

17.2.2 if the scan identifies any unpatched vulnerabilities ensure they are patched in accordance with paragraph 14.1.

17.3 For the purposes of this paragraph 14, the Supplier must implement a method for classifying vulnerabilities to the Supplier Information Management System as "critical", "important" or "other" that is aligned to recognised vulnerability assessment systems, such as:

17.3.1.1 the National Vulnerability Database's vulnerability security ratings; or

17.3.1.2 Microsoft's security bulletin severity rating system.

18. Security testing

Responsibility for security testing

[redacted]

[redacted]

18.1.2 the costs of implementing any findings, or remedying any vulnerabilities, identified in that security testing.

Security tests assurance by Buyer

18.2 The Buyer may give notice to the Supplier that the Buyer may, require assurance of the security testing that is carried out to maintain the Supplier Information Management System, such as: .

18.2.1 evidence of the Supplier Information Management System as the Buyer may request; and

18.2.2 such technical and other information relating to the Information Management System as the Buyer requests;

Security tests by Supplier

18.3 The Supplier must undertake the following activities:

18.3.1 conduct security testing of the Supplier Information Management System, ; and

18.3.2 implement any findings, and remedy any vulnerabilities identified by the IT Health Check.

IT Health Checks

18.4 In arranging an IT Health Check, the Supplier must:

18.4.1 use only a CHECK Service Provider to perform the IT Health Check;

18.4.2 design and plan for the IT Health Check so as to minimise the impact of the IT Health Check on the Supplier Information Management System and the delivery of the Services.

18.4.3 upon request, provide the Buyer with relevant such technical and other information relating to the Information Management System;

18.4.4

18.5 .

18.6 Following completion of an IT Health Check, the Supplier will provide evidence of testing to the Buyer at the next Security Working Group or earlier if appropriate..

Remedying vulnerabilities

18.7 In addition to complying with Paragraphs to 3.17., the Supplier must remedy:

18.7.1 any vulnerabilities classified as critical in the IT Health Check report within 5 Working Days of becoming aware of the vulnerability and its classification;

18.7.2 any vulnerabilities classified as high in the IT Health Check report within 1 month of becoming aware of the vulnerability and its classification; and

18.7.3 any vulnerabilities classified as medium in the IT Health Check report within 3 months of becoming aware of the vulnerability and its classification.

[redacted]uyer with evidence that any significant findings relating to systems used in the delivery of this contract have been remediated in accordance with the timeframes specified.

The Supplier must notify the Buyer immediately if it does not, or considers it will not be able to, remedy the vulnerabilities classified as critical, high or medium in the IT Health Check report within the time periods specified in Paragraph 3.8.*Significant vulnerabilities*

18.8 Where the IT Health Check report identifies more than 10 vulnerabilities classified as either critical or high, the Buyer may, at the Supplier's cost, appoint an independent and appropriately qualified and experienced security architect and adviser to perform a root cause analysis of the identified vulnerabilities.*Responding to an IT Health Check report*Where the IT Health Check identifies vulnerabilities in, or makes findings in respect of, the Information Management System, the Supplier must within [20] Working Days of receiving the IT Health Check report, prepare and submit for approval to the Buyer a draft plan addressing the vulnerabilities and findings (the "**Remediation Action Plan**").Where the Buyer has commissioned a root cause analysis under Paragraph 15.10, the Supplier shall ensure that the draft Remediation Action Plan addresses that analysis.The draft Remediation Action Plan must, in respect of each vulnerability identified or finding made by the IT Health Check report:

18.8.1 how the vulnerability or finding will be remedied;

18.8.2 the date by which the vulnerability or finding will be remedied; and

18.8.3

18.8.4 the tests that the Supplier proposes to perform to confirm that the vulnerability has been remedied or the finding addressed.

18.9 The Supplier shall promptly provide the Buyer with such technical and other information relating to the Supplier Information Management System, the IT Health Check report or the draft Remediation Action Plan as the Buyer requests.

18.10 The Buyer may:

18.10.1 reject the draft Remediation Action Plan where it considers that the draft Remediation Action Plan is inadequate, providing its reasons for doing so, in which case:

[redacted] the Supplier shall within [10] Working Days of the date on which the Buyer rejected the draft Remediation Action Plan submit a revised draft Remediation Action Plan that takes into account the Buyer's reasons; and

18.10.1.2 paragraph 15.13 to 15.15 shall apply, with appropriate modifications, to the revised draft Remediation Action Plan;

18.10.2 accept the draft Remediation Action Plan, in which case the Supplier must immediately start work on implementing the Remediation Action Plan in accordance with Paragraph 15.16 and 15.17.

Implementing an approved Remediation Action Plan

18.11 In implementing the Remediation Action plan, the Supplier must conduct such further tests on the Supplier Information Management System as are required by the Remediation Action Plan to confirm that the Remediation Action Plan has fully and correctly implemented.

18.12 If any such testing identifies a new risk, new threat, vulnerability or exploitation technique with the potential to affect the security of the Supplier Information Management System, the Supplier shall within [2] Working Days of becoming aware of such risk, threat, vulnerability or exploitation technique:

18.12.1 provide the Buyer with a full, unedited and unredacted copy of the test report;

18.12.2 implement interim mitigation measures to vulnerabilities in the Information System known to be exploitable where a security patch is not immediately available;

19. as far as practicable, remove or disable any extraneous interfaces, services or capabilities not needed for the provision of the Services within the timescales set out in the test report or such other timescales as may be agreed with the Buyer. **Access Control**

19.1 The Supplier must, and must ensure that all Sub-contractors:

19.1.1 identify and authenticate all persons who access the Supplier Information Management System and Sites before they do so;

19.1.2 require multi-factor authentication for all user accounts that have access to Buyer Data or that are Privileged Users;

19.1.3 allow access only to those parts of the Supplier Information Management System and Sites that those persons require;

19.1.4 maintain records detailing each person's access to the Supplier Information Management System and Sites, and make those records available to the Buyer on request.

19.2 The Supplier must ensure, and must ensure that all Sub-contractors ensure, that the user accounts for Privileged Users of the Supplier Information Management System:

19.2.1 are allocated to a single, individual user;

19.2.2 are accessible only from dedicated End-user Devices;

19.2.3 are configured so that those accounts can only be used for system administration tasks;

19.2.4 require passwords with high complexity that are changed regularly;

19.2.5 automatically log the user out of the Supplier Information Management System after a period of time that is proportionate to the risk environment during which the account is inactive; and

19.2.6 in the case of a higher-risk agreement are:

19.2.6.1 restricted to a single role or small number of roles;

19.2.6.2 time limited; and

19.2.6.3 restrict the Privileged User's access to the internet.

19.3 The Supplier must ensure, and must ensure that all Sub-contractors ensure, that it logs all activity of the Privileged Users while those users access those accounts and keeps the activity logs for [20] Working Days before deletion.

19.4 The Supplier must require, and must ensure that all Sub-contractors require, that Privileged Users use unique and substantially different high-complexity passwords for their different accounts on the Supplier Information Management System.

19.5 The Supplier must ensure that the Developed System is developed and configured so as to provide for the matters set out in paragraphs 8.1.The Supplier must, and must ensure that all Sub-contractors:

19.5.1 configure any hardware that forms part of the Supplier Information Management System that is capable of requiring a password before it is accessed to require a password; and

19.5.2 change the default password of that hardware to a password of high complexity that is substantially different from the password required to access similar hardware.

20. Event logging and protective monitoring

Protective Monitoring System

20.1 The Supplier must, and must ensure that Sub-contractors, implement an effective system of monitoring and reports analysing access to and use of the Supplier Information Management System, the Development Environment, the Buyer Data and the Code to:

20.1.1 identify and prevent potential Breaches of Security;

20.1.2 respond effectively and in a timely manner to Breaches of Security that do occur;

20.1.3 identify and implement changes to the Supplier Information Management System to prevent future Breaches of Security; and

20.1.4 help detect and prevent any potential criminal offence relating to fraud, bribery or corruption using the Supplier Information Management System or the Developed System

(the "**Protective Monitoring System**").

20.2 The Protective Monitoring System must provide for:

20.2.1 event logs and audit records of access to the Supplier Information Management system; and

20.2.2 regular reports and alerts to identify:

20.2.2.1 changing access trends;

20.2.2.2 unusual usage patterns; or

20.2.2.3 the access of greater than usual volumes of Buyer Data;

20.2.3 the detection and prevention of any attack on the Supplier Information Management System or the Development Environment using common cyber-attack techniques;

20.2.4 any other matters required by the Security Management Plan.

Event logs

20.3 The Supplier must ensure that, unless the Buyer otherwise agrees, any event logs do not log:

20.3.1 personal data, other than identifiers relating to users; or

20.3.2 sensitive data, such as credentials or security keys.

Provision of information to Buyer

20.4 The Supplier must provide the Buyer on request with:

20.4.1 full details of the Protective Monitoring System it has implemented; and

20.4.2 evidence of monitoring logs and reports prepared as part of the Protective Monitoring System.

Changes to Protective Monitoring System

20.5 The Buyer may at any time request that the Supplier to update the Protective Monitoring System to:

20.5.1 respond to a specific threat identified by the Buyer;

20.5.2 implement additional audit and monitoring requirements; and

20.5.3 stream any specified event logs to the Buyer's security information and event management system.

21. Audit rights

Right of audit

21.1 The Buyer may undertake an audit of the Supplier or any Sub-contractor to:

21.1.1 verify the Supplier's or Sub-contractor's (as applicable) compliance with the requirements of this Schedule [x] (*Security Management*) and the Data Protection Laws as they apply to Buyer Data;

21.1.2 review the Security of the Supplier Information Management System (or any part of it), method of review to be agreed between both Parties;

21.1.3 review the integrity, confidentiality and security of the Buyer Data; and/or

21.1.4 review the integrity and security of the Code.

21.2 Any audit undertaken under this Paragraph 11.1:

21.2.1 may only take place during the Term and for a period of 18 months afterwards; and

21.2.2 is in addition to any other rights of audit the Buyer has under this Agreement.

21.3 The Buyer may not undertake more than one audit under Paragraph 11.1 in each calendar year unless the Buyer has reasonable grounds for believing:

21.3.1 the Supplier or any Sub-contractor has not complied with its obligations under this Agreement or the Data Protection Laws as they apply to the Buyer Data;

21.3.2 there has been or is likely to be a Security Breach affecting the Buyer Data or the Code; or

21.3.3 where vulnerabilities, or potential vulnerabilities, in the Code have been identified by:

21.3.3.1 an IT Health Check; or

21.3.3.2 a Breach of Security.

Conduct of audits

21.4 The Authority must use reasonable endeavours to provide 15 Working Days' notice of an audit.

21.5 The Authority must when conducting an audit:

21.5.1 comply with all relevant policies and guidelines of the Supplier or Sub-contractor (as applicable) concerning access to the Suppler Information Management System the Buyer considers reasonable having regard to the purpose of the audit; and

21.5.2 use reasonable endeavours to ensure that the conduct of the audit does not unreasonably disrupt the Supplier or Sub-contractor (as applicable) or delay the provision of the Services.

21.6 The Supplier must, and must ensure that Sub-contractors, on demand provide the Buyer with all co-operation and assistance the Buyer may reasonably require, including:

21.6.1 all information requested by the Buyer within the scope of the audit;

21.6.2 providing assurance to the security of the Supplier Information Management System; and

21.6.3 access to the Supplier Staff.

Response to audit findings

21.7 Where an audit finds that:

21.7.1 the Supplier or a Sub-contractor has not complied with this Agreement or the Data Protection Laws as they apply to the Buyer Data; or

21.7.2 there has been or is likely to be a Security Breach affecting the Buyer Data

the Buyer may require the Supplier to remedy those defaults at its own cost and expense and within the time reasonably specified by the Buyer.

21.8 The exercise by the Buyer of any rights it may have under this Paragraph 3 does not affect the exercise by it of any other or equivalent rights it may have under this Agreement in respect of the audit findings.

22. Breach of Security

Reporting Breach of Security

22.1 If either party becomes aware of a Breach of Security it shall notify the other as soon as reasonably practicable after becoming aware of the breach, and in any event within [24] hours..

Immediate steps

22.2 The Supplier must, upon becoming aware of a Breach of Security immediately take those steps identified in the Security Management Plan (if applicable) and all other steps reasonably necessary to:

22.2.1 minimise the extent of actual or potential harm caused by such Breach of Security;

22.2.2 remedy such Breach of Security to the extent possible;

22.2.3 apply a tested mitigation against any such Breach of Security; and

22.2.4 prevent a further Breach of Security in the future which exploits the same root cause failure;

Subsequent action

22.3 As soon as reasonably practicable and, in any event, within 5 Working Days, or such other period agreed with the Buyer, following the Breach of Security, provide to the Buyer:

22.3.1 full details of the Breach of Security; and

22.3.2 if required by the Buyer:

22.3.2.1 a root cause analysis; and

22.3.2.2 a draft plan addressing the root cause of the Breach of Security (the "**Breach Action Plan**").

22.4 The draft Breach Action Plan must, in respect of each issue identified in the root cause analysis:

22.4.1 how the issue will be remedied;

22.4.2 the date by which the issue will be remedied; and

22.4.3 the tests that the Supplier proposes to perform to confirm that the issue has been remedied or the finding addressed.

22.5 The Supplier shall promptly provide the Buyer with such technical and other information relating to the draft Breach Action Plan as the Buyer requests.

22.6 The Buyer may:

22.6.1 reject the draft Breach Action Plan where it considers that the draft Breach Action Plan is inadequate, providing its reasons for doing so, in which case:

22.6.1.1 the Supplier shall within [10] Working Days of the date on which the Buyer rejected the draft Breach Action Plan submit a revised draft Breach Action Plan that takes into account the Buyer's reasons; and

22.6.1.2 paragraph 19.5 and 19.6 and shall apply to the revised draft Breach Action Plan;

22.6.2 accept the draft Breach Action Plan, in which case the Supplier must immediately start work on implementing the Breach Action Plan.

Assistance to Buyer

22.7 Where the Breach of Security concerns or is connected with the Buyer Data or the Code, the Supplier must provide such assistance to the Buyer as the Buyer requires until the Breach of Security and any impacts or potential impacts on the Buyer are resolved to the Buyer's satisfaction.

22.8 The obligation to provide assistance under Paragraph 10.5 continues notwithstanding the expiry or termination of this Contract.

Reporting of Breach of Security to regulator

22.9 Where the Law requires the Supplier report a Breach of Security to the appropriate regulator, the Supplier must:

22.9.1 make that report within the time limits:

22.9.1.1 specified by the relevant regulator; or

22.9.1.2 otherwise required by Law;

22.9.2 to the extent that the relevant regulator or the Law permits, provide the Buyer with a full, unredacted and unedited copy of that report at the same time it is sent to the relevant regulator.

22.10 Where the Law requires the Buyer to report a Breach of Security to the appropriate regulator, the Supplier must:

22.10.1 provide such information and other input as the Buyer requires within the timescales specified by the Buyer;

22.10.2 where Paragraph 7 applies to the Breach of Security, ensure so far as practicable the report it sends to the relevant regulator is consistent with the report provided by the Buyer.

23. Return and Deletion of Buyer Data

23.1 The Supplier must create and maintain a register of

23.1.1 all Buyer Data the Supplier, or any Sub-contractor, receives from or creates for the Buyer; and

23.1.2 those parts of the Supplier Information Management System, including those parts of the Supplier Information Management System that are operated or controlled by any Sub-contractor, on which the Buyer Data is stored (the "**Buyer Data Register**").

23.2 The Supplier must:

23.2.1 review and update the Buyer Data Register:

23.2.1.1 within [♦] Working Days of the Supplier or any Sub-contractor changes those parts of the Supplier Information Management System on which the Buyer Data is stored;

23.2.1.2 within [♦] Working Days of a significant change in the volume, nature or overall sensitivity of the Buyer Data stored on the Supplier Information Management System;

23.2.1.3 at least once every 12 (twelve) months; and

23.2.2 provide the Buyer with a copy of the Buyer Data Register:

23.2.2.1 whenever it updates the Buyer Data Register; and

23.2.2.2 otherwise when the Buyer requests.

23.3 Save where Buyer Data must be retained for internal record keeping purposes and/or for compliance with applicable legal or professional standards, in accordance with the Data Protection Legislation. the Supplier must, and must ensure that all Sub-contractors, securely erase any or all Buyer Data held by the Supplier or Sub-contractor, including any or all Code:

23.3.1 when requested to do so by the Buyer; and

23.3.2 using a deletion method agreed with the Buyer that ensures that even a determined expert using specialist techniques can recover only a small fraction of the data deleted.

23.4 The Supplier must, and must ensure that all Sub-contractors, provide the Buyer with copies of any or all Buyer Data held by the Supplier or Sub-contractor, including any or all Code:

23.4.1 when requested to do so by the Buyer; and

23.4.2 using the method specified by the Buyer.

Annex 2: Security Management Plan

[*Insert template for Security Management Plan*]

Framework Ref: RM6263
Project Version: v1.0

Model Version: v3.7