

Award Form

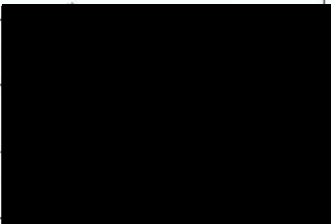
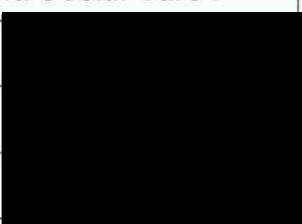
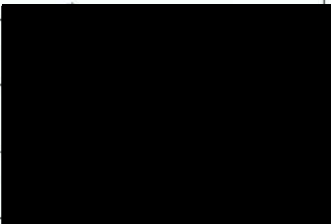
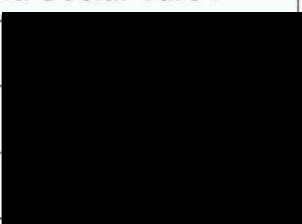
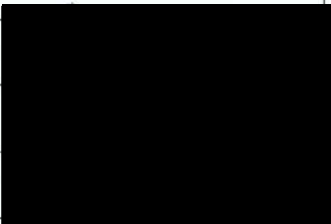
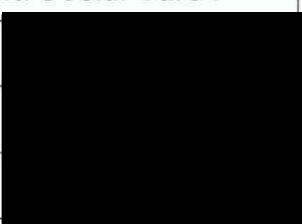
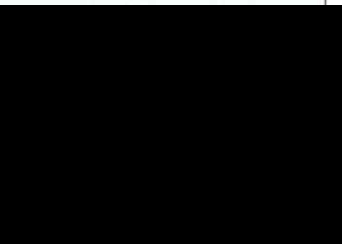
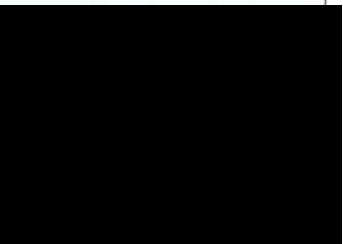
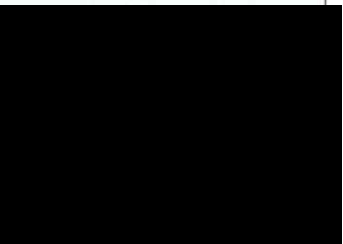
This Award Form creates the Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1.	Buyer	The Secretary of State for Health and Social Care (the " Buyer "). Its offices are on: 39 Victoria Street, Westminster, London SW1H 0EU
2.	Supplier	(1) Name: Thermo Electron Limited Address: Altrincham Business Park, 1 St George's Court, Altrincham, Cheshire, WA14 5TP Registration number: 01735858 and (2) Name: Thermo Fisher Scientific Inc. Address: 168 Third Avenue, Waltham, MA 02451, US Registration number: N/A (together, the " Supplier ")
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables.
4.	Contract reference	NHS Test and Trace reference #722
5.	Deliverables	<ul style="list-style-type: none"> • Minimum [REDACTED] concurrent user licences for SampleManager [REDACTED]; • Maintenance and support of SampleManager [REDACTED]; • Training on core features of SampleManager [REDACTED] and Buyer enhancements to be delivered in a 'train the trainer' model; • Cloud-hosted SampleManager [REDACTED] laboratory information management system according to agreed SLAs; and • Documentation as outlined in Schedule 2 (Specification), including Supplier testing evidence and training materials. <p>See Schedule 2 (Specification) for further details.</p>

6.	Buyer Cause	Any breach of: <ul style="list-style-type: none"> the dependencies listed in the table set out at Paragraph 3.5 of Schedule 2 (Specification) and the Buyer shall have no obligation to perform any obligations placed on it as otherwise set out in Schedule 2 (Specification) unless they are specifically identified above.
7.	Collaborative working principles	The Collaborative Working Principles apply to this Contract. See Clause 3.1.3 for further details.
8.	Financial Transparency Objective	The Financial Transparency Objectives apply to this Contract. See Clause 6.3 for further details.
9.	Start Date	2 November 2020
10.	End Date	The date on which the Supplier ceases to provide Maintenance to the Buyer following the Buyer giving notice in accordance with Paragraph 4.1 of the Appendix to Schedule 28 (ICT Services).
11.	Extension Period	The Contract Period shall be extended automatically for further terms of one (1) year starting on the first anniversary of the date on which the first Licence is activated by the Buyer unless the Buyer gives notice in accordance with Paragraph 4.1 of the Appendix to Schedule 28 (ICT Services).
12.	Ending the Contract without a reason	The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.
13.	Incorporated Terms (together these documents form the "the Contract")	<p>The following documents are incorporated into the Contract. Where numbers are missing we are not using these Schedules. If the documents conflict, the following order of precedence applies:</p> <ol style="list-style-type: none"> 1. This Award Form 2. Core Terms 3. Schedule 1 (Definitions) 4. Schedule 20 (Processing Data) 5. Schedule 2 (Specification) excluding the entries in columns 6 and 7 of Appendix A and column 4 of Appendix B <p>The following Schedules (in equal order of precedence):</p> <ol style="list-style-type: none"> 6. Columns 6 and 7 of Appendix A and column 4 of Appendix B to Schedule 2 (Specification)

		<p>7. Schedule 3 (Charges)</p> <p>8. Schedule 5 (Commercially Sensitive Information)</p> <p>9. Schedule 8 (Implementation Plan and Testing)</p> <p>10. Schedule 10 (Service Levels)</p> <p>11. Schedule 13 (Contract Management)</p> <p>12. Schedule 14 (Business Continuity and Disaster Recovery)</p> <p>13. Schedule 16 (Security)</p> <p>14. Schedule 19 (Cyber Essentials Scheme)</p> <p>15. Schedule 21 (Variation Form)</p> <p>16. Schedule 22 (Insurance Requirements)</p> <p>17. Schedule 25 (Rectification Plan)</p> <p>18. Schedule 27 (Key Subcontractors)</p> <p>19. Schedule 28 (ICT Services)</p> <p>20. Schedule 29 (Key Supplier Staff)</p> <p>21. Schedule 30 (Exit Management)</p> <p>22. Schedule 26 (Corporate Social Responsibility)</p>
14.	Buyer's Security Policy	Schedule 16 (Security)
15.	Social Value Commitment	Not applicable
16.	Commercially Sensitive Information	Schedule 5 (Commercially Sensitive Information)
17.	Charges	Details in Schedule 3 (Charges)
18.	Reimbursable expenses	Recoverable as set out in Schedule 3 (Charges)
19.	Payment method	<p>BACS in monthly arrears for implementation, development and Maintenance.</p> <p>Full licence payment by BACS when Licences are activated by the Supplier for electronic download following receipt of a written notice from the Buyer to confirm such Licences are required.</p>
20.	Service Levels	Details in Schedule 10 (Service Levels)
21.	Critical Service Level Failure	Means either the occurrence of three (3) Critical Errors within any period of three (3) consecutive Months during the Contract Period.

22.	Service Period	Three (3) Months
23.	Credit Rating Threshold	Not applicable
24.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).
25.	Liability	In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of [REDACTED] of the Estimated Yearly Charges
26.	Cyber Essentials Certification	Cyber Essentials Scheme Plus Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)
27.	Progress Meetings and Progress Reports	The Supplier shall attend Progress Meetings with the Buyer on an ad hoc basis with Progress Meetings taking place not less than once per week. The Supplier shall provide the Buyer with Progress Reports every week.
28.	Guarantee	Not applicable
29.	Supplier Authorised Representative	[REDACTED] Senior Account Manager Email: [REDACTED] Tel: [REDACTED]
30.	Supplier Data Protection Officer	[REDACTED] Global Data Privacy Officer, Corporate Email: [REDACTED]
31.	Key Subcontractors	Name: [REDACTED] Address: [REDACTED] United Kingdom, PR8 5AB Registration number [REDACTED] Role: Configuration activities
32.	Buyer Authorised Representative	[REDACTED] Commercial Director – Common Goods and Services Email: [REDACTED]

For and on behalf of Thermo Electron Limited:		For and on behalf of the Secretary of State for Health and Social Care :	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	12/2/20	Date:	3rd December 2020
For and on behalf of Thermo Fisher Scientific Inc.:			
Signature:			
Name:			
Role:			
Date:	12/2/20		

Core Terms

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1. Definitions used in the contract

Interpret this Contract using Schedule 1 (Definitions).

2. How the contract works

2.1 If the Buyer decides to buy Deliverables under the Contract it must state its requirements using the Award Form. If allowed by the Regulations, the Buyer can:

2.1.1 make changes to the Award Form;

2.1.2 create new Schedules;

2.1.3 exclude optional template Schedules; and

2.1.4 use Special Terms in the Award Form to add or change terms.

2.2 The Contract:

2.2.1 is between the Supplier and the Buyer; and

2.2.2 includes Core Terms, Schedules and any other changes or items in the completed Award Form.

2.3 The Supplier acknowledges it has all the information required to perform its obligations under the Contract before entering into it. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.

2.4 The Supplier acknowledges that, subject to the Allowable Assumptions set out in Annex 2 of Schedule 3 (Charges) (if any), it has satisfied itself of all details relating to:

2.4.1 the Buyer's requirements for the Deliverables;

2.4.2 the Buyer's operating processes and working methods; and

2.4.3 the ownership and fitness for purpose of the Buyer Assets.

2.5 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

2.5.1 verify the accuracy of the Due Diligence Information; and

2.5.2 properly perform its own adequate checks and enquiries.

2.6 The Buyer will not be liable for errors, omissions or misrepresentation of any information.

- 2.7 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

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

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects or for such other period as specified in the Award Form.

3.1.3 Where the Award Form states that the Collaborative Working Principles will apply, the Supplier must co-operate and provide reasonable assistance to any Buyer Third Party and act at all times in accordance with the following principles:

- a) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations;
- b) being open, transparent and responsive in sharing relevant and accurate information with Buyer Third Parties;
- c) adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with Buyer Third Parties;
- d) providing cooperation, support, information and assistance to Buyer Third Parties in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and
- e) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle.

3.2 Goods clauses

- 3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- 3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier uses all reasonable endeavours to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of the Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

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

- 4.5 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.6 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. The Buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from a Buyer Cause:
 - 5.1.1 the Buyer cannot terminate the Contract under Clause 14.4.1;
 - 5.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract;
 - 5.1.3 the Supplier is entitled to additional time needed to make the Delivery;
 - 5.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:
 - 5.2.1 gives notice to the Buyer of the Buyer Cause within 10 Working Days of becoming aware;
 - 5.2.2 demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause; and
 - 5.2.3 mitigated the impact of the Buyer Cause.

6. Record keeping and reporting

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

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

6.9 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

6.9.1 tell the Buyer and give reasons;

6.9.2 propose corrective action; and

6.9.3 provide a deadline for completing the corrective action.

7. Supplier staff

7.1 The Supplier Staff involved in the performance of the Contract must:

7.1.1 be appropriately trained and qualified;

7.1.2 be vetted using Good Industry Practice and the Security Policy; and

7.1.3 comply with all conduct requirements when on the Buyer's Premises.

7.2 Where the Buyer reasonably decides one of the Supplier's Staff is not suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clauses 31.1 to 31.4.

7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Supply chain

8.1 Appointing Subcontractors

8.1.1 The Supplier must exercise due skill and care when it selects and appoints Subcontractors to ensure that the Supplier is able to:

- a) manage Subcontractors in accordance with Good Industry Practice;
- b) comply with its obligations under this Contract; and
- c) assign, novate or transfer its rights and/or obligations under the Sub-Contract to the Buyer or a Replacement Supplier.

8.2 Mandatory provisions in Sub-Contracts

8.2.1 The Supplier will ensure that all Sub-Contracts contain provisions that:

- a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
- b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
- c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.

8.3 When Sub-Contracts can be ended

8.3.1 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:

- a) there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer in writing;
- b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 14.4;
- c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
- d) the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
- e) the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Public Contracts Regulations 2015.

8.4 Competitive terms

8.4.1 If the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then the Buyer may either:

- a) require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items; or
- b) enter into a direct agreement with the Subcontractor or third party for the relevant item.

- 8.4.2 If the Buyer uses Clause 8.4.1 then the Charges must be reduced by an agreed amount by using the Variation Procedure.
- 8.4.3 The Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:
- a) the relevant item being made available to the Supplier if required to provide the Deliverables; and
 - b) any reduction in the Charges excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges.

8.5 Ongoing responsibility of the Supplier

- 8.5.1 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

9. Rights and protection

- 9.1 The Supplier warrants and represents that:
- 9.1.1 it has full capacity and authority to enter into and to perform the Contract;
 - 9.1.2 the Contract is executed by its authorised representative;
 - 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
 - 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform the Contract;
 - 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and for the Buyer to receive the Deliverables;
 - 9.1.6 all written statements and representations that it has made as part of the procurement process remain true and accurate except to the extent that these have been superseded or varied by this Contract;

- 9.1.7 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract;
- 9.1.8 it is not impacted by an Insolvency Event or a Financial Distress Event; and
- 9.1.9 neither it nor, to the best of its knowledge the Supplier Staff, have committed a Prohibited Act prior to the Start Date or been subject to an investigation relating to a Prohibited Act.
- 9.2 The warranties and representations in Clauses 2.7 and 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
 - 9.3.1 wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
 - 9.3.2 non-payment by the Supplier of any tax or National Insurance.
- 9.4 All claims indemnified under this Contract must use Clause 30.
- 9.5 The Buyer can terminate the Contract for breach of a material warranty or indemnity where they are entitled to do so.
- 9.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

10. Intellectual Property Rights (IPRs)

- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
 - 10.1.1 receive and use the Deliverables; and
 - 10.1.2 make use of the deliverables provided by a Replacement Supplier.

In respect of Existing IPR which is Licensed Software and/or Licensed Material, more specific licence terms are set out in Schedule 28 (ICT Services).
- 10.2 In the event any New IPR is created under the Contract, the Supplier shall grant the Buyer a perpetual, royalty-free, irrevocable, transferable

worldwide licence to use such New IPR. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

- 10.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9.1.5 or otherwise agreed in writing.
- 10.5 If there is an IPR Claim, the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
 - 10.6.1 obtain for the Buyer the rights in Clause 10.1 and 10.2 without infringing any third party IPR; and
 - 10.6.2 replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables.

11. Rectifying issues

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

- 11.3.2 may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

12. Escalating issues

- 12.1 If the Supplier fails to:

- 12.1.1 submit a Rectification Plan or a revised Rectification Plan within the timescales set out in Clauses 11.1 or 11.3; and
- 12.1.2 adhere to the timescales set out in an accepted Rectification Plan to resolve the Notifiable Default,

or if the Buyer otherwise rejects a Rectification Plan, the Buyer can require the Supplier to attend an Escalation Meeting on not less than 5 Working Days' notice. The Buyer will determine the location, time and duration of the Escalation Meeting(s) and the Supplier must ensure that the Supplier Authorised Representative is available to attend.

- 12.2 The Escalation Meeting(s) will continue until the Buyer is satisfied that the Notifiable Default has been resolved, however, where an Escalation Meeting(s) has continued for more than 5 Working Days, either Party may treat the matter as a Dispute to be handled through the Dispute Resolution Procedure.
- 12.3 If the Supplier is in Default of any of its obligations under this Clause 12, the Buyer shall be entitled to terminate this Contract under Clause 14.4.1.

13. Step-in rights

- 13.1 If a Step-In Trigger Event occurs, the Buyer may give notice to the Supplier that it will be taking action in accordance with this Clause 13 and setting out:

- 13.1.1 whether it will be taking action itself or with the assistance of a third party;
- 13.1.2 what Required Action the Buyer will take during the Step-In Process;
- 13.1.3 when the Required Action will begin and how long it will continue for
- 13.1.4 whether the Buyer will require access to the Sites; and
- 13.1.5 what impact the Buyer anticipates that the Required Action will have on the Supplier's obligations to provide the Deliverables.

- 13.2 For as long as the Required Action is taking place:

- 13.2.1 the Supplier will not have to provide the Deliverables that are the subject of the Required Action;
 - 13.2.2 no Deductions will be applicable in respect of Charges relating to the Deliverables that are the subject of the Required Action; and
 - 13.2.3 the Buyer will pay the Charges to the Supplier after subtracting any applicable Deductions and the Buyer's costs of taking the Required Action.
- 13.3 The Buyer will give notice to the Supplier before it ceases to exercise its rights under the Step-In Process and within 20 Working Days of this notice the Supplier will develop a draft Step-Out Plan for the Buyer to approve.
- 13.4 If the Buyer does not approve the draft Step-Out Plan, the Buyer will give reasons and the Supplier will revise the draft Step-Out Plan and re-submit it for approval.

14. Ending the contract

- 14.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if terminated under this Clause 14 or if required by Law.
- 14.2 The Buyer can extend the Contract for the Extension Period by giving the Supplier written notice before the Contract expires as described in the Award Form.

14.3 Ending the contract without a reason

The Buyer has the right to terminate the Contract at any time without reason or (unless the Award Form states something different) liability by giving the Supplier not less than 90 days' notice (unless a different notice period is set out in the Award Form) and if it's terminated Clauses 14.5.2a) to 14.5.2e) and 14.5.2g) apply.

14.4 When the Buyer can end the Contract

- 14.4.1 If any of the following events happen, the Buyer has the right to immediately terminate the Contract by issuing a Termination Notice to the Supplier:
- a) there's a Supplier Insolvency Event or if the Supplier fails to notify the Buyer of a Financial Distress Event;
 - b) the Supplier fails to notify the Buyer in writing of any Occasion of Tax Non-Compliance there's a Default that is not corrected in line with an accepted Rectification Plan;

- c) the Buyer rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request;
- d) there's any material Default of the Contract;
- e) a Default that occurs and then continues to occur on one or more occasions within 6 Months following the Buyer serving a warning notice on the Supplier that it may terminate for persistent breach of the Contract;
- f) there's any material Default of any Joint Controller Agreement relating to the Contract;
- g) there's a Default of Clauses 2.7, 10, 12, 18, 19, 31, 36 or Schedule 19 (Cyber Essentials Scheme) (where applicable) relating to the Contract;
- h) the performance of the Supplier causes a Critical Service Level Failure to occur;
- i) there's a consistent repeated failure to meet the Service Levels in Schedule 10 (Service Levels);
- j) there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing;
- k) there's a Variation to the Contract which cannot be agreed using Clause 28 (Changing the contract) or resolved using Clause 39 (Resolving disputes);
- l) the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
- m) the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations;
- n) the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or
- o) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.

14.4.2 The Buyer also has the right to terminate the Contract in accordance with Clauses 9.5, 24.3 and 28.3.2.

14.4.3 If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and Clauses 14.5.2a) to 14.5.2g) applies.

14.5 What happens if the contract ends

14.5.1 Where the Buyer terminates the Contract under Clauses 14.4.1 or 9.5, the Supplier is responsible for the Buyer's reasonable costs incurred in the process of procuring Replacement

Deliverables provided that (i) such costs shall only be payable by the Supplier in the event that the Buyer terminates the Contract within six (6) Months of the Start Date and (ii) such costs shall not exceed the Charges that the Buyer has paid to the Seller from and including the Start Date to and including the date of such termination.

14.5.2 Where the Buyer terminates the Contract under Clauses 14.4.1, 9.5 and 28.3.2 all of the following apply:

- a) The Buyer's payment obligations under the terminated Contract stop immediately.
- b) Accumulated rights of the Parties are not affected.
- c) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- d) The Supplier must promptly return any of the Buyer's property provided under the terminated Contract.
- e) The Supplier must, at no cost to the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).
- f) The Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.
- g) The following Clauses survive the termination of the Contract: 3.2.10, 6, 7.2, 10, 15, 18, 19, 20, 21, 22, 38, 40 and any Clauses and Schedules which are expressly or by implication intended to continue.

14.5.3 If either Party terminates the Contract under Clause 24.3:

- a) each party must cover its own Losses; and
- b) Clauses 14.5.2a) to 14.5.2g) applies.

14.6 When the Supplier can end the contract

14.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value within 30 days of the date of the Reminder Notice.

14.6.2 The Supplier also has the right to terminate the Contract in accordance with Clauses 24.3 and 27.4.

14.6.3 If the Supplier terminates the Contract under Clause 14.6.1 or 27.4:

- a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier;
- b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence – the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and
- c) Clauses 14.5.2c) to 14.5.2g) apply.

14.7 Partially ending and suspending the contract

14.7.1 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.

14.7.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of the Contract can still be used to effectively deliver the intended purpose.

14.7.3 The Parties must agree any necessary Variation required by this Clause 14.7 using the Variation Procedure, but the Supplier may not either:

- a) reject the Variation; or
- b) increase the Charges, except where the right to partial termination is under Clause 14.3.

14.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under this Clause 14.7.

15. How much you can be held responsible for

15.1 Each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of [REDACTED] of the Estimated Yearly Charges unless specified in the Award Form.

15.2 No Party is liable to the other for:

15.2.1 any indirect Losses; and

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

- 15.3 In spite of Clause 15.1, neither Party limits or excludes any of the following:
 - 15.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - 15.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; and
 - 15.3.3 any liability that cannot be excluded or limited by Law.
- 15.4 In spite of Clause 15.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 9.3, 10.5, 16.3 or 18.8.5.
- 15.5 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 15.6 When calculating the Supplier's liability under Clause 15.1 the following items will not be taken into consideration:
 - 15.6.1 Deductions; and
 - 15.6.2 any items specified in Clause 15.4.
- 15.7 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

16. Obeying the law

- 16.1 The Supplier shall comply with the provisions of Schedule 26 ((Corporate Social Responsibility)).
- 16.2 The Supplier shall comply with the provisions of:
 - 16.2.1 the Official Secrets Acts 1911 to 1989; and
 - 16.2.2 section 182 of the Finance Act 1989.
- 16.3 The Supplier indemnifies the Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law.
- 16.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 16.1 and Clauses 31 to 36.

17. Insurance

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

18. Data protection

- 18.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 20 (Processing Data).
- 18.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 18.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every six (6) Months.
- 18.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 18.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.
- 18.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
 - 18.6.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and
 - 18.6.2 restore the Government Data itself or using a third party.
- 18.7 The Supplier must pay each Party's reasonable costs of complying with Clause 18.6 unless the Buyer is at fault.
- 18.8 The Supplier:
 - 18.8.1 must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;
 - 18.8.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;

- 18.8.3 must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- 18.8.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it; and
- 18.8.5 indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 18 and any Data Protection Legislation.

19. What you must keep confidential

19.1 Each Party must:

- 19.1.1 keep all Confidential Information it receives confidential and secure;
- 19.1.2 not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and
- 19.1.3 immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

19.2 In spite of Clause 19.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- 19.2.1 where disclosure is required by applicable Law, a regulatory body or a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- 19.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- 19.2.3 if the information was given to it by a third party without obligation of confidentiality;
- 19.2.4 if the information was in the public domain at the time of the disclosure;
- 19.2.5 if the information was independently developed without access to the Disclosing Party's Confidential Information;

- 19.2.6 on a confidential basis, to its auditors;
 - 19.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and
 - 19.2.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 19.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.
- 19.4 The Buyer may disclose Confidential Information in any of the following cases:
- 19.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - 19.4.2 on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - 19.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 19.4.4 where requested by Parliament; and
 - 19.4.5 under Clauses 8.4.1 and 20.
- 19.5 For the purposes of Clauses 19.2 to 19.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 19.
- 19.6 Transparency Information and any Information which is exempt from disclosure by Clause 20 is not Confidential Information.
- 19.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Buyer and must use all reasonable endeavours to ensure that Supplier Staff do not either.

20. When you can share information

- 20.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.

20.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:

20.2.1 publish the Transparency Information;

20.2.2 comply with any Freedom of Information Act (FOIA) request; and

20.2.3 comply with any Environmental Information Regulations (EIR) request.

20.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a FOIA request and may talk to the Supplier to help it decide whether to publish information under Clause 20.1. However, the extent, content and format of the disclosure is the Buyer's decision, which does not need to be reasonable.

21. Invalid parts of the contract

21.1 If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from the Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

21.2 If any removal under Clause 21.1 is so fundamental that it prevents the purpose of the Contract from being achieved or it materially changes the balance of risk and rewards between the Parties, either Party may give notice that it wishes to negotiate in good faith to rectify these issues and to amend the Contract accordingly.

21.3 If the Parties cannot agree on what amendments are required within 5 Working Days, the matter will be dealt with via commercial negotiation as set out in Clause 39.2 and, if there is no resolution within 30 Working Days of the matter being referred, the Contract will terminate automatically and immediately with costs lying where they fall.

22. No other terms apply

The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous negotiations, arrangements, statements, understandings, course of dealings or agreements made between the Parties in relation to its subject matter whether written or oral. No other provisions apply and neither Party has entered into this Contract in reliance on any warranty, statement, promise or representation other than the ones set out in this Contract.

23. Other people's rights in the Contract

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

24. Circumstances beyond your control

24.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:

24.1.1 provides a Force Majeure Notice to the other Party; and

24.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

24.2 Any failure or delay by the Supplier to perform its obligations under this Contract that is due to a failure or delay by an agent, Subcontractor or supplier will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.

24.3 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

25. Relationships created by the contract

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

26. Giving up contract rights

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

27. Transferring responsibilities

27.1 The Supplier cannot assign, novate, sub-contract or in any other way dispose of the Contract or any part of it without the Buyer's written consent.

27.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.

- 27.3 When the Buyer uses its rights under Clause 27.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 27.4 The Supplier can terminate the Contract novated under Clause 27.2 to a private sector body that is experiencing an Insolvency Event.
- 27.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 27.6 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
 - 27.6.1 their name;
 - 27.6.2 the scope of their appointment;
 - 27.6.3 the duration of their appointment; and
 - 27.6.4 a copy of the Sub-Contract.

28. Changing the contract

- 28.1 Either Party can request a reasonable Variation to the Contract which is only effective if set out in the Variation Form and agreed in writing and signed by both Parties.
- 28.2 The Supplier must provide an Impact Assessment either:
 - 28.2.1 with the Variation Form, where the Supplier requests the Variation; and
 - 28.2.2 within the time limits included in a Variation Form requested by the Buyer.
- 28.3 If the Variation to the Contract cannot be agreed or resolved by the Parties, the Buyer can either:
 - 28.3.1 agree that the Contract continues without the Variation;
 - 28.3.2 terminate the Contract, unless the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; and
 - 28.3.3 refer the Dispute to be resolved using Clause 39 (Resolving disputes).
- 28.4 The Buyer is not required to accept a Variation request made by the Supplier.

- 28.5 The Supplier may only reject a Variation requested by the Buyer if the Supplier:
- 28.5.1 reasonably believes that the Variation would materially and adversely affect the risks to the health and safety of any person or that it would result in the Deliverables being provided in a way that infringes any Law; or
 - 28.5.2 demonstrates to the Buyer's reasonable satisfaction that the Variation is technically impossible to implement and that neither the Tender nor the Specification state that the Supplier has the required technical capacity or flexibility to implement the Variation.
- 28.6 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.
- 28.7 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or the Contract and provide evidence:
- 28.7.1 that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
 - 28.7.2 of how it has affected the Supplier's costs.
- 28.8 Any change in the Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 28.1 to 28.4.

29. How to communicate about the contract

- 29.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9am on the first Working Day after sending sent unless an error message is received.
- 29.2 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Award Form.
- 29.3 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

30. Dealing with claims

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

31. Preventing fraud, bribery and corruption

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

31.2 The Supplier must during the Contract Period:

- 31.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
- 31.2.2 keep full records to show it has complied with its obligations under this Clause 31 and give copies to the Buyer on request; and
- 31.2.3 if required by the Buyer, within 20 Working Days of the Start Date of the Contract, and then annually, certify in writing to the Buyer, that they have complied with this Clause 31, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

31.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses 31.1 or 31.2 or has any reason to think that it, or any of the Supplier Staff, have either:

- 31.3.1 been investigated or prosecuted for an alleged Prohibited Act;
- 31.3.2 been debarred, suspended, proposed for suspension or debarment, or are otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- 31.3.3 received a request or demand for any undue financial or other advantage of any kind related to the Contract; and
- 31.3.4 suspected that any person or Party directly or indirectly related to the Contract has committed or attempted to commit a Prohibited Act.

31.4 If the Supplier notifies the Buyer as required by Clause 31.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

31.5 If the Supplier is in Default under Clauses 31.1 or 31.2, the Buyer may:

- 31.5.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the Default; and
- 31.5.2 immediately terminate this Contract.

31.6 In any notice the Supplier gives under Clause 31.4 it must specify the:

31.6.1 Prohibited Act;

31.6.2 identity of the Party who it thinks has committed the Prohibited Act; and

31.6.3 action it has decided to take.

32. Equality, diversity and human rights

32.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

32.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and

32.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

32.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

33. Health and safety

33.1 The Supplier must perform its obligations meeting the requirements of:

33.1.1 all applicable Law regarding health and safety; and

33.1.2 the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

33.2 The Supplier must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of the Contract.

34. Environment

34.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

34.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

35. Tax

- 35.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 35.2 Where the Charges payable under the Contract are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within 5 Working Days including:
 - 35.2.1 the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
 - 35.2.2 other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need.
- 35.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:
 - 35.3.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - 35.3.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 35.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
 - 35.4.1 the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 35.3.1, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
 - 35.4.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;

35.4.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 35.3.1 or confirms that the Worker is not complying with those requirements; and

35.4.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

36. Conflict of interest

36.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

36.2 The Supplier must promptly notify and provide details to the Buyer if a Conflict of Interest happens or is expected to happen.

36.3 The Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

37. Reporting a breach of the contract

37.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of:

37.1.1 Law;

37.1.2 Clause 16.1; and

37.1.3 Clauses 31 to 36.

37.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 37.1 to the Buyer or a Prescribed Person.

38. Further Assurances

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

39. Resolving disputes

39.1 If there is a Dispute, the Buyer Authorised Representative and the Supplier Authorised Representative will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

39.2 If the Dispute is not resolved at that meeting either Party can send a notice to the other explaining why it thinks the Dispute has arisen and

within 28 days the Parties will seek to resolve the Dispute by commercial negotiation, led by senior representatives who have authority to settle it.

- 39.3 If the Parties cannot resolve the Dispute via commercial negotiation, they can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 39.4 to 39.6.
- 39.4 Unless the Buyer refers the Dispute to arbitration using Clause 39.5, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- 39.4.1 determine the Dispute;
 - 39.4.2 grant interim remedies; and
 - 39.4.3 grant any other provisional or protective relief.
- 39.5 The Supplier agrees that the Buyer has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 39.6 The Buyer has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 39.4, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 39.5.
- 39.7 The Supplier cannot suspend the performance of the Contract during any Dispute.

40. Which law applies

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

Schedule 1 (Definitions)

1. Definitions

- 1.1 In the Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In the Contract, unless the context otherwise requires:
- 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;

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- 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and
- 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
- 1.3.11 the headings in the Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract;
- 1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole; and
- 1.3.13 references to this Contract are to it as amended from time to time.
- 1.4 In the Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Allowable Assumptions"	means the assumptions (if any) set out in Annex 2 of Schedule 3 (Charges);
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;
"Audit"	<ul style="list-style-type: none">(a) the Buyer's right to:(b) verify the integrity and content of any Financial Report;(c) verify the accuracy of the Charges and any other amounts payable by the Buyer under a Contract (including proposed or actual variations to them in accordance with the Contract);(d) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;(e) verify the Open Book Data;

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	<p>(f) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</p> <p>(g) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Schedule 26 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</p> <p>(h) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>(i) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>(j) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract;</p> <p>(k) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts;</p> <p>(l) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;</p>
"Auditor"	<p>(a) the Buyer's internal and external auditors;</p> <p>(b) the Buyer's statutory or regulatory auditors;</p> <p>(c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>(d) HM Treasury or the Cabinet Office;</p> <p>(e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>(f) successors or assigns of any of the above;</p>
"Award Form"	the document outlining the Incorporated Terms and crucial information required for the Contract, to be executed by the Supplier and the Buyer;
"Buyer"	the public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to

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	the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Contract initially identified in the Award Form;
"Buyer Cause"	has the meaning given to it in the Award Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Buyer Third Party"	means any third party supplier providing deliverables to the Buyer;
"Buyer's Confidential Information"	<p>(a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR);</p> <p>(b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with the Contract; and</p> <p>information derived from any of the above;</p>
"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>(a) Government Department;</p> <p>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>(c) Non-Ministerial Department; or</p> <p>(d) Executive Agency;</p>
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Contract, as set out in the Award Form, for

Schedule 1 (Definitions)

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	the full and proper performance by the Supplier of its obligations under the Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Award Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
"Contract"	the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form;
"Contract Period"	the term of the Contract from the earlier of the: (a) Start Date; or (b) the Effective Date until the End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under the Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;

"Core Terms"	the Buyer's terms and conditions which apply to and comprise one part of the Contract set out in the document called "Core Terms";
"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> (a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> (i) base salary paid to the Supplier Staff; (ii) employer's National Insurance contributions; (iii) pension contributions; (iv) car allowances; (v) any other contractual employment benefits; (vi) staff training; (vii) work place accommodation; (viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and (ix) reasonable recruitment costs, as agreed with the Buyer; (b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; (c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and (d) Reimbursable Expenses to the extent these have been specified as allowable in the Award Form and are incurred in delivering any Deliverables; <p>but excluding:</p> <ul style="list-style-type: none"> (e) Overhead; (f) financing or similar costs; (g) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond

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	the Contract Period whether in relation to Supplier Assets or otherwise; (h) taxation; (i) fines and penalties; (j) amounts payable under Schedule 12 (Benchmarking) where such Schedule is used; and (k) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"Credit Rating Threshold"	has the meaning given to it in the Award Form;
"Critical Error"	has the meaning given to it in Schedule 10 (Service Levels);
"Critical Service Level Failure"	has the meaning given to it in the Award Form;
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

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"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under the Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of the Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of the Contract and in respect of which the Supplier is liable to the Buyer;
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of the Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Schedule 8 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Award Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 19 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 39 (Resolving disputes);

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"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under the Contract as:</p> <p>(a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables;</p> <p>(b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>(c) has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	<p>the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;</p>
"Due Diligence Information"	<p>any information supplied to the Supplier by or on behalf of the Buyer prior to the Start Date;</p>
"Effective Date"	<p>the date on which the final Party has signed the Contract;</p>
"EIR"	<p>the Environmental Information Regulations 2004;</p>
"Employment Regulations"	<p>the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;</p>
"End Date"	<p>the earlier of:</p> <p>(a) the Expiry Date as extended by the Buyer under Clause 14.2; or</p> <p>(b) if the Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</p>
"Environmental Policy"	<p>to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the</p>

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	environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Escalation Meeting"	means a meeting between the Supplier Authorised Representative and the Buyer Authorised Representative to address issues that have arisen during the Rectification Plan Process;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Award Form;
"Estimated Yearly Charges"	<p>means for the purposes of calculating each Party's annual liability under Clause 15.1:</p> <ul style="list-style-type: none"> (a) in the first Contract Year, the Estimated Year 1 Charges; or (b) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or (c) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	the date of the end of the Contract as stated in the Award Form;
"Financial Distress Event"	<ul style="list-style-type: none"> (a) the credit rating of the Supplier, any Guarantor or any Key Subcontractor drops below Credit Rating Threshold of the relevant Rating Agency; (b) the Supplier, any Guarantor or any Key Subcontractor issues a profits warning to a stock exchange or makes any other public announcement, in each case about a material deterioration in its financial position or prospects; (c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Supplier, any Guarantor or any Key Subcontractor; (d) the Supplier, any Guarantor or any Key Subcontractor commits a material breach of covenant to its lenders; (e) a Key Subcontractor notifies the Buyer that the Supplier has not paid any material sums properly due under a specified invoice and not subject to a genuine dispute; or (f) any of the following in respect of the Supplier, any Guarantor or any Key Subcontractor: (i) commencement of any litigation

	with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m; ii) non-payment of any financial indebtedness; iii) any financial indebtedness becoming due as a result of an event of default; iv) the cancellation or suspension of any financial indebtedness or v) an external auditor expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that entity, in each case which the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued provision of the Deliverables in accordance with the Contract;
"Financial Report"	<p>a report provided by the Supplier to the Buyer that:</p> <ul style="list-style-type: none"> (a) provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier; (b) provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer); (c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of this Contract; and (d) is certified by the Supplier's Chief Financial Officer or Director of Finance;
"Financial Transparency Objectives"	<p>means:</p> <ul style="list-style-type: none"> (a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and the Supplier Profit Margin so that it can understand any payment sought by the Supplier; (b) the Parties being able to understand Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques; (c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges; (d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services; (e) the Parties challenging each other with ideas for efficiency and improvements; and (f) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices;

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"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none">(a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;(b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;(c) acts of a Crown Body, local government or regulatory bodies;(d) fire, flood or any disaster; or(e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:<ul style="list-style-type: none">(i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;(ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and(iii) any failure of delay caused by a lack of funds, <p>and which:</p> <ul style="list-style-type: none">(f) is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party; and(g) excludes:<ul style="list-style-type: none">(i) any event or other consequence arising as a result of or in connection with the withdrawal of the United Kingdom from the European Union;(ii) any event or other consequence arising as a result of or in connection with the COVID-19 pandemic except for circumstances caused by or related to the COVID-19 pandemic which are changes in applicable Law and/or governmental guidance which mean that the Services cannot be provided as set out in this Contract (in all material respects) without such Laws and/or government guidance being breached, or if the

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	Supplier can reasonably demonstrate that despite all reasonable endeavours, it is unable to secure non-COVID-19 infected personnel to provide the Services due to the levels of COVID-19 infections in the population of the United Kingdom.
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679) and, from and including Exit Day (which shall have the meaning given by the European Union (Withdrawal) Act 2018), the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;
"General Anti-Abuse Rule"	(a) the legislation in Part 5 of the Finance Act 2013 and; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's Confidential Information, and which:

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	(a) are supplied to the Supplier by or on behalf of the Buyer; or (b) the Supplier is required to generate, process, store or transmit pursuant to the Contract;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Schedule 23 (Guarantee) where used in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Award Form, which is in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Buyer completed in good faith, including: (a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; (b) details of the cost of implementing the proposed Variation; (c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; (d) a timetable for the implementation, together with any proposals for the testing of the Variation; and (e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Schedule 8 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Incorporated Terms"	the contractual terms applicable to the Contract specified in the Award Form;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does

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	so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with the Award Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of the Contract specified in the Award Form;
"Insolvency Event"	<p>in respect of a person:</p> <ul style="list-style-type: none">(a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or(b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or(c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or(d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or(e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or(f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or(g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or(h) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or

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	(i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;
"Intellectual Property Rights" or "IPR"	<p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under the Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Annex 2 of Schedule 20 (Processing Data);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Personnel"	the individuals (if any) identified as such in the Award Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>(a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>(b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p>

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	(c) with a Sub-Contract with the Contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Contract, and the Supplier shall list all such Key Subcontractors in the Award Form;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680) ;
"Licence"	has the meaning given to it in the Appendix to Schedule 28 (ICT Services);
"Licensed Material"	has the meaning given to it in the Appendix to Schedule 28 (ICT Services);
"Licensed Software"	has the meaning given to it in the Appendix to Schedule 28 (ICT Services);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Maintenance"	has the meaning given to it in the Appendix to Schedule 28 (ICT Services);
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;

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"New IPR"	<p>(a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and updates and amendments of these items including database schema; and/or</p> <p>(b) IPR in or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Notifiable Default"	<p>means:</p> <p>the Supplier commits a material Default; and/or</p> <p>the performance of the Supplier is likely to cause or causes a Critical Service Level Failure;</p>
"Occasion of Tax Non – Compliance"	<p>where:</p> <p>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or <p>(b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Contract, including details and all assumptions relating to:</p> <p>(a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p>

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	<p>(b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ul style="list-style-type: none">(i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;(ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;(iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and(iv) Reimbursable Expenses, if allowed under the Award Form; <p>(c) Overheads;</p> <p>(d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>(e) the Supplier Profit achieved over the Contract Period and on an annual basis;</p> <p>(f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>(g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>(h) the actual Costs profile for each Service Period;</p>
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	the Buyer or the Supplier and "Parties" shall mean both of them where the context permits;
"Personal Data"	has the meaning given to it in the GDPR;

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"Personal Data Breach"	has the meaning given to it in the GDPR;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Award Form;
"Prohibited Acts"	<ul style="list-style-type: none">(a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to:<ul style="list-style-type: none">(i) induce that person to perform improperly a relevant function or activity; or(ii) reward that person for improper performance of a relevant function or activity;(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract; or(c) committing any offence:<ul style="list-style-type: none">(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or(ii) under legislation or common law concerning fraudulent acts; or(iii) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or

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	(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
"Protective Measures"	technical and organisational measures which must take account of: (a) the nature of the data to be protected (b) harm that might result from Data Loss Event; (c) state of technological development (d) the cost of implementing any measures including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"Rating Agency"	has the meaning given to it in the Award Form;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its breach using the template in Schedule 25 (Rectification Plan) which shall include: (a) full details of the Notifiable Default that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Notifiable Default; and (c) the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 11;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in

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	<p>accordance with the Buyer's expenses policy current from time to time, but not including:</p> <p>(a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</p> <p>(b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 14.6.1 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to the Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Action"	means the action the Buyer will take and what Deliverables it will control during the Step-In Process;
"Required Insurances"	the insurances required by Schedule 22 (Insurance Requirements);

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"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Schedule 8 (Implementation Plan and Testing) or as agreed by the Parties where Schedule 8 is not used in this Contract) granted by the Buyer when the Supplier has Achieved a Milestone or a Test;
"Schedules"	any attachment to the Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Schedule 16 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Award Form, in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Contract (which, where Schedule 10 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Award Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Services"	services made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form;
"Sites"	<p>any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:</p> <ul style="list-style-type: none">(a) the Deliverables are (or are to be) provided; or(b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;(c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where ICT Services are being provided)

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"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Software Network"	has the meaning given to it in the Appendix to Schedule 28 (ICT Services);
"Special Terms"	any additional terms and conditions set out in the Award Form incorporated into the Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Schedule 2 (Specification), as may, in relation to the Contract, be supplemented by the Award Form;
"Standards"	any: <ul style="list-style-type: none">(a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;(b) standards detailed in the specification in Schedule 2 (Specification);(c) standards detailed by the Buyer in the Award Form or agreed between the Parties from time to time;(d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	the date specified on the Award Form;
"Step-In Process"	the process set out in Clause 13;
"Step-In Trigger Event"	means: <ul style="list-style-type: none">(a) the Supplier's level of performance constituting a Critical Service Level Failure;(b) the Supplier committing a material Default which is irremediable;

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	<ul style="list-style-type: none"> (c) where a right of termination is expressly reserved in this Contract; (d) an Insolvency Event or Financial Distress Event occurring in respect of the Supplier or any Guarantor required under the Award Form; (e) a Default by the Supplier that is materially preventing or materially delaying the provision of the Deliverables or any material part of them; (f) the Buyer considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this agreement; (g) the Buyer being advised by a regulatory body that the exercise by the Buyer of its rights under Clause 13 is necessary; (h) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Deliverables; and/or (i) a need by the Buyer to take action to discharge a statutory duty;
"Step-Out Plan"	means the Supplier's plan that sets out how the Supplier will resume the provision of the Deliverables and perform all its obligations under the Contract following the completion of the Step-In Process;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier"	the person, firm or company identified in the Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Contract but excluding the Buyer Assets;

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"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Award Form, or later defined in a Contract;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract;
"Supplier Non-Performance"	where the Supplier has failed to: <ul style="list-style-type: none"> (a) Achieve a Milestone by its Milestone Date; (b) provide the Goods and/or Services in accordance with the Service Levels ; and/or (c) comply with an obligation under the Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of the Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supplier's Confidential Information"	<ul style="list-style-type: none"> (a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; (b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with the Contract; <p>Information derived from any of (a) and (b) above;</p>
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Contract detailed in the information are properly payable;

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"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate the Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in the Contract;
"Test Plan"	a plan: (a) for the Testing of the Deliverables; and (b) setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to the Contract as set out in the Test Plan or elsewhere in the Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of the Contract, including any changes to this Contract agreed from time to time, except for – (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (b) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance pursuant to the Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports) where such schedule is used;
"Variation"	means a variation to the Contract;
"Variation Form"	the form set out in Schedule 21 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 28 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;

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"Verification Period"	has the meaning given to it in the table in Annex 2 of Schedule 3 (Charges);
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Award Form.

Schedule 2 (Specification)

This Schedule sets out what the Buyer wants and how the Supplier will fulfil the Buyer's requirements.

For all Deliverables, the Supplier must help the Buyer comply with any specific applicable Standards of the Buyer.

1. Definitions

In this Schedule, the following terms shall have the following meanings:

Term/ Abbreviation	Meaning	Description
AWS	Amazon Web Services	
DEV	Development Environment	The system development environment/database.
ePCR	End-Point Polymerase Chain Reaction	Technology to deliver test data
Megalab Sites	Megalab testing sites	As defined in Paragraph 2.1
NPEX	National Pathology Exchange	Database that holds the test outcome data for Covid-19 tested samples to be reported back to patients.
PROD	Production Environment	The production or live environment/database.
SampleManager	SampleManager [REDACTED]	As defined in Paragraph 2.1
SampleManager LIMS	Cloud-hosted SampleManager laboratory information management system provided by the Supplier	As defined in Paragraph 2.1
TEST	Testing Environment	The Test environment / database, used for testing activities
Testing	Test activities	As defined in Schedule 1 (Definitions)

2. Background

2.1 Project background

The Supplier will license SampleManager [REDACTED] ("**SampleManager**") to the Buyer and implement it to support the processing of Covid-19 test samples through the implementation of two Megalab testing sites ("**Megalab Sites**"). These will be large laboratory facilities, one in England, and one in Scotland. The purpose of setting up the Megalab Sites is so that the Buyer can process 300,000+ COVID-19 tests on a daily basis. Each Megalab Site will consist of 12 testing lines, each capable of processing 25,000 samples per line, per day, resulting in a total combined capacity of 600,000 samples per day for each site. The Megalab Sites will utilise LGC Nexar ePCR technology linked with UgenTec results analysis software to generate the result data. This data will then be transferred to the cloud-hosted SampleManager laboratory information management system provided by the Supplier ("**SampleManager LIMS**") which will capture patient sample results and send these test results to the Buyer's resulting service. The Megalab Sites will also provide business analytic data, and are planned to eventually achieve ISO15189 accreditation for their processes. The timeline for this will be confirmed and release planning for this functionality will be jointly agreed between the Buyer and the Supplier. The Supplier will take one testing line live in Phase I to enable sample testing by December 2020, then in Phase IIa the Buyer and the Supplier will work collaboratively to bring further testing lines on in sequence up to the maximum of twelve (12) and in phase IIb, the England Megalab Site system will have an instance deployed to the Scotland Megalab, followed by Phase IIc where a release will be made to each system to support attainment of ISO17025 accreditation. The Supplier will deliver key functionality to support lab accreditation which will be to a jointly agreed schedule.

2.2 Expected Outcomes

- 2.2.1 Fully functional SampleManager LIMS to support 1 unaccredited testing line utilising LGC Nexar ePCR, within the England Megalab Site, by December 2020
- 2.2.2 All England and Scotland MegaLab testing lines to be fully functional at the end of Phase IIa
- 2.2.3 All MegaLab testing lines to be running accredited testing at the end of Phase IIb
- 2.2.4 SampleManager LIMS fully integrated with National Health Service Test Digital Platform (NPEx)

2.3 Supplier Deliverables

2.3.1 Overview

- (a) The Supplier shall deliver the following: -
 - (i) Minimum [REDACTED] concurrent user licences for SampleManager;
 - (ii) maintenance and support of software;
 - (iii) training on core features and Buyer enhancements to be delivered in a 'train the trainer' model;
 - (iv) SampleManager LIMS according to agreed SLAs; and
 - (v) documentation as outlined in this Schedule, including Supplier testing evidence and training materials.

2.3.2 SampleManager LIMS

Enhance, test and release SampleManager LIMS to meet the Buyer's requirements and workflow. A "LIMS" or laboratory information management system is a type of software designed to improve lab productivity and efficiency, by keeping track of data associated with samples, experiments, laboratory workflows, and instruments. The SampleManager LIMS will be essential for management of sample processing through Megalab Sites, and the reporting of patient sample results:

- (a) Initially to agreed 'minimum viable product' in Phase I, which will be defined by the Parties in a minimum viable product definition document.
- (b) Thereafter, support rollout and go live to an additional 11 testing lines at the Megalab Site in England in Phase IIa. Support includes provision of Supplier resource in order to configure, integrate, validate and resolve systems issues arising during rollout activities.
- (c) Thereafter, support implementation of SampleManager LIMS at the Megalab Site in Scotland in Phase IIb
- (d) Thereafter, enhancement of said system to support an agreed 'accreditation standard' in Phase IIc.

- (e) All SampleManager LIMS instances will be hosted in the Supplier's cloud solution, provided by Amazon Web Services ("**AWS**")

2.3.3 Professional services

Support the configuration, testing, training, implementation, deployment and support of the Megalab Sites SampleManager LIMS Systems including but not limited to the following activities:

- (a) Implement a fully configured and tested SampleManager LIMS in order to support Phase I Go Live for 1 testing line within the England Megalab Site by December 2020
- (b) Support additional 11 testing lines at the England Megalab Site to go live on a scheduled format in Phase IIa after Phase I has been signed off (involving system configuration, integration, validation and the resolving of any SampleManager LIMS issues)
- (c) Support deployment of a second Megalab Site in Scotland in Phase IIb, expected to be a replica of the Megalab Site in England, which may be contiguous with Phase IIa.
- (d) Configure software to meet expected 'minimum viable product' functionality to enable successful, reliable, operationalization of the Megalab Sites: -
 - (i) Provide a user-friendly interactive system to support efficient user interaction.
 - (ii) Utilise SampleManager LIMS to support the sample unbagging process and log VOID samples (i.e. samples that cannot be processed) prior to processing, with the VOID data reported to NPEx on an agreed schedule.
 - (iii) Support the processing of viable samples through plating and the utilisation of the LGC Nexar ePCR process to generate PCR outcome data for all samples.
 - (iv) Enable failure modes to allow re-processing or requests for re-swabbing where needed
 - (v) Enable data assessment at relevant stages in the process
- (e) The Supplier will perform Testing in accordance with Schedule 8 (Implementation Plan and Testing).

2.3.4 Fully interface the SampleManager LIMS

Interface the SampleManager LIMS and ensure traceability to ISO15185 standard with instruments, locations, stocks and standards and operators. The Supplier shall implement and test interfaces to the following solutions:

- (a) LGC Nexar, Hydrocycler and Araya instruments
- (b) UgenTec results analysis software
- (c) Kingfisher RNA extractions equipment
- (d) Hamilton liquid handler workstations:
 - (i) Deep well plate prep for inhibitor/Kingfisher beads
 - (ii) Patient vial sample transfer to deep well plate
 - (iii) Deep well plate to 384 well plate re-formatting

2.3.5 Systems reporting and integration

Integrate systems to enable provision of result, processing, and BI data to NPEx and other related parties. The Supplier shall implement and test the interface with the Buyer's results gateway solution as follows: -

- (a) Initially via csv file for Phase Ia
- (b) Thereafter via API solution

3. Services to be provided

3.1 Environments

SampleManager instances will be installed in the Supplier's AWS cloud. Each Megalab Site (England and Scotland) will have the following environments, hosted as separate instances from the other Megalab Site: Development (DEV), Testing (TEST), Production (PROD) and Training (TRAIN) environments. Data will reside in the UK and Ireland only.

3.2 Out of Scope

The following areas are out of scope for the activities covered by this project:

- 3.2.1 Configuration for assays outside of ePCR, utilised for Covid-19 testing at this time.
- 3.2.2 Integration to robotics outside of those listed in section 1.2

3.2.3 Integration to ERP system for stock management purposes.

3.3 Location of Services

3.3.1 The Supplier will be providing the Services remotely, under current Covid-19 restrictions. If such restrictions change, the Supplier will deliver the Services at the Megalab Sites as required.

3.3.2 The Supplier will always provide the best resource available to undertake the services defined in this Schedule. As the Supplier operates a global pool of resources and the priority is to match skills and experience to the role required.

3.4 Project Approach

The project will follow the Supplier's approach for delivering consultancy services, in line with the larger project team and environment. The Supplier will provide suitably qualified Supplier Staff within SCRUM teams to deliver and execute the Supplier's deliverables and responsibilities as defined within this Schedule. The Supplier will provide a central administration support for the project, in line with the larger project team and program. Agile-type delivery may apply to enhancement/build activities for the SampleManager LIMS, however the full project will be delivered as a waterfall approach, where SampleManager LIMS development is a discrete phase taking place before testing and deployment phases.

3.4.1 Project Initiation

- (a) The project will be initiated, and the appropriate provisions made for finalising requirements alongside the Buyer's wider project team and business as well as environment installations. All documentation related to the implementation will be prepared in time to support the build process.
- (b) Workshop(s) will be scheduled to finalise the requirements, and these requirements will be documented by personnel provided by the Buyer. The same personnel will also create end to end process flows. .

3.4.2 Project Controls

- (a) The Supplier will maintain the usage data of the number of days consumed and will report actual data and projected data as part of the Progress Reports.
- (b) Supplier will maintain a risk register of the risks associated with the Supplier delivery. This will be included in the Progress Reports for inclusion to the Buyer's wider program risk register.

3.4.3 Issue Management

Issue Management will be the responsibility of the project administration team, including recording and assessing issues. Issues will be captured on the Supplier's project issue log, with details of the priority, owner, and actions to resolve. The issues will be included as required in the Progress Reports for inclusion to the wider program issue log. Issues will be discussed in Progress Meetings.

3.4.4 Actions

A list of all actions that are agreed with the wider project team and program (incorporating Supplier Staff and Buyer staff), together with details of those responsible and status will be recorded and monitored.

3.4.5 Decisions

Details of all the decisions made during the project will be recorded by the Supplier in a decision log, and provided as required in Progress Reports.

3.5 Dependencies

The following dependencies shall constitute a Buyer Cause as set out in section 6 of the Award Form.

No.	Type	Description
1	Dependency	Buyer will be responsible for provision of all hardware and software other than SampleManager software and hosting, or other SampleManager LIMS-related software available from the Supplier. The Buyer's responsibility includes user PCs, printers and scanning equipment and any software required to operate these.
2	Dependency	Buyer is responsible for providing any systems required for delivery of remote training, for example video conferencing software.
3	Dependency	Buyer will be responsible for providing an overview of the internal laboratory process flow for testing to the Supplier team., This should be in the form of process mapping.
4	Dependency	Buyer will provide IT support to support systems integration to Buyer systems, and

No.	Type	Description
		SME support as required to clarify user requirements and Supplier queries on operational process.
5	Dependency	Central administration will be available from the Supplier to support the project tasks as detailed in this Schedule.
6	Dependency	Workshops attended by Buyer user representatives or SMEs will define information to enable the finalization of requirements and end to end process flows as required throughout the project. The Buyer will arrange these.
7	Dependency	The Supplier will address issues arising from Testing, which will include performance testing, penetration testing, integration testing, end-to-end functional testing, UAT and OAT

3.6 Roles and Responsibilities

3.6.1 Supplier Roles and Responsibilities

Role	Responsibilities
Project Lead	Responsible for being the central point of contact for all activities provided by the Supplier for the Buyer throughout the project Assisting the Consultant in delivery of the final solution as required.
Technical Lead	Responsible for coordinating the build activities and other technical activities as required for project delivery.
Business Consultant(s)	Responsible for delivering the technical activities of the project including consultancy, training, testing, installations, issue resolution, authoring documentation and support during validation and go-live
Support Manager	Responsible for on-boarding the Buyer to Supplier support services, plus liaison with the

Role	Responsibilities
	Buyer support lead in defining the service model.

3.6.2 Buyer Roles and Responsibilities

Role	Responsibilities
Primary Contact	Responsible for the overall schedule, budget and risk management
Technical Resources	Architect(s) for full system and environment overview IT resource for definition and delivery of IT requirements and dependencies BA resource for definition of requirements and business decisions
Subject Matter Experts (SMEs)	Responsible for providing details and clarification on internal laboratory process as required.
Test Resources	Responsible for testing processes following Supplier unit and systems testing.
Training resources	Responsible for training delivery following Supplier training of these resources and provision of system training documentation.
Documentation resources	Responsibility for documentation delivery

Appendix A – Buyer Functional Requirements and Supplier Responses (as submitted in the Supplier’s proposal)

MoSCoW weighting:

Must have: (mandatory – no workaround);

Should have: (difficult to workaround);

Could have: (short term workaround is satisfactory, or not mandatory at the moment); and

Wont have: (but Won’t get now –mandatory much later or Wish list item).

1. Requirements No	2. Main Area	3. Sub-Area	4. Description	5. MoSCoW	6. Supplier Responses	7. Supplier Comment
GSFN0001	Functional	General	The system offers non-LIMS trained personnel the ability to easily access system data via an intuitive, user-friendly Windows-type graphical user interface (GUI) which permits the display of data from specimen points, projects, and user-defined queries, and can be configured to language, character set, and time zone needs.	M	Requirements can be Met.	
GSFN0002	Functional	General	The system allows authorized administrator to configure their GUI to a specific language, character set, and time zone.	M	Requirements can be Met.	

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GSFN0003	Functional	General	The system permits remote access for users, system admins, and support agents.	M	Requirements can be Met.	
GSFN0004	Functional	General	The system allows for the use of navigation keys to freely move from field to field.	M	Requirements can be Met.	
GSFN0005	Functional	General	The system allows tabular data to be sorted and filtered.	M	Requirements can be Met.	
GSFN0006	Functional	General	The system can send on-screen output to a printer or file without contradicting view-only statuses.	M	Requirements can be Met.	
GSFN0007	Functional	General	The system provides single data entry, automatically populates other data fields, and remembers pertinent and relevant data so it doesn't need to be re-entered, selected, or searched for.	M	Requirements can be Met.	
GSFN0008	Functional	General	The system eliminates (or significantly reduces) redundant data entry and paper trails.	M	Requirements can be Met.	
GSFN0009	Functional	General	The system contains one or more spell-check dictionaries that allow authorized users to add, edit, or remove entries.	M	Requirements can be Met.	
GSFN0010	Functional	General	The system provides full database keyword and field search capability, including the use of multiple search criteria.	M	Requirements can be Met.	

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GSFN0012	Functional	General	The system allows users to build, save, and edit queries for future use.	M	Requirements can be Met.	
GSFN0013	Functional	General	The system can automate the search for and extraction of pertinent data. Super users can export that data to external applications for additional processing and calculation.	M	Requirements can be Met.	
GSFN0015	Functional	General	The system allows for the specification of a retention period for captured data and can enact it based on date-based fields or a future event. Files from PCR readers are usually retained for 3-7 years. Retention policy is required.	S	Requirements can be Met.	
GSFN0016	Functional	General	The system can manage and store both sample- and non-sample-related data, including images from microscopes, GCMS scans of peaks, PDF files, spreadsheets, or even raw data files from instrument runs for later processing. For MVP, raw data file can be stored on network drives	S	Requirements can be Met.	
GSFN0017	Functional	General	The system can manage and store media objects like digital photos, bitmaps, movies, and audio files.	C	Requirements can be Met.	
GSFN0019	Functional	General	The system's numbering scheme allows for sub-numbering while maintaining parent-child relationships.	M	Requirements can be Met.	

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GSFN0020	Functional	General	The system efficiently utilizes standardized data input points and enhanced individual workload tracking.	M	Requirements can be Met.	
GSFN0021	Functional	General	The system captures data from all laboratory processes, ensuring uniformity of statistical reporting and other electronic data shared with designated users of the data.	M	Requirements can be Met.	
GSFN0022	Functional	General	The system can link objects to other objects, e.g. linking a standard operating procedure (SOP) to a test result.	C	Requirements can be Met.	
GSFN0023	Functional	General	The system notifies users of events like the scheduling, receipt, and completion of tasks.	S	Requirements can be Met.	
GSFN0024	Functional	General	The system includes the ability to set up alerts via email.	S	Requirements can be Met.	
GSFN0025	Functional	General	The system has real-time messaging capabilities, including instant messaging to one or more users.	S	Requirements can be Met.	

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GSFN0026	Functional	General	The system supports the use of a voice recognition system (for navigation or transcription) or has that functionality.	C	Depending on interpretation, this requirement might not be met out of the box. This would depend on integration with a 3rd party IVR system, or potentially software which can control input of data e.g. tabbing, cursor movements. If the software is recognised by Windows it may be transparent to SampleManager. This requires further analysis.	
GSFN0027	Functional	General	The system offers integrated or online user help screens.	M	Requirements can be Met.	
GSFN0028	Functional	General	The system will track every user session to link a specific user to a specific lab station	M	Requirements can be Met.	
GSFN0029	Functional	General	The system will track every transaction to include user ID, date/time stamp and specific lab station	S	Requirements can be Met.	
GSFN0030	Functional	General	Timestamps - Define rules in LIMS, e.g. reagent plate to be configured within sample manager.	M	Requirements can be Met.	

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GSFN0031	Functional	Station B - 94 Sample Vials to rack station	The system will enable the user to launch sample login functionality	M	Requirements can be Met.	
GSFN0032	Functional	Station B - 94 Sample Vials to rack station	The user will scan the barcode from a new sample	M	Requirements can be Met.	
GSFN0033	Functional	Station B - 94 Sample Vials to rack station	The system will create a new sample record	M	Requirements can be Met.	
GSFN0034	Functional	Station B - 94 Sample Vials to rack station	The sample record will consist of a barcode (primary tracking identifier) M. The system may also support a sample ID (for reporting purposes) C	M / C	Requirements can be Met.	
GSFN0035	Functional	Station B - 94 Sample Vials to rack station	Each sample will have a status recorded (at this stage = New), together with a login date/time, login station ID and login user ID	M	Requirements can be Met.	
GSFN0036	Functional	Station B - 94 Sample Vials to rack station	On successful scan, the sample ID will default to the same value as the barcode	M	Requirements can be Met.	
GSFN0037	Functional	Station B - 94 Sample	If a sample barcode is not scannable on arrival, the user will affix a new	M	Requirements can be Met.	

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		Vials to rack station	replacement sample barcode label (preprinted)			
GSFN0038	Functional	Station B - 94 Sample Vials to rack station	The sample ID is editable and will be entered manually from the human readable text on the original sample	S	Requirements can be Met.	
GSFN0039	Functional	Station B - 94 Sample Vials to rack station	All barcodes must be unique. If a user enters a non-unique barcode the sample cannot enter the workflow (status = Error)	M	Requirements can be Met.	
GSFN0040	Functional	Station B - 94 Sample Vials to rack station	The system will enable free-text comments to be appended to the sample record	C	Requirements can be Met.	
GSFN0041	Functional	Station B - 94 Sample Vials to rack station	When 94 samples without error have been registered, the system will instruct the user to transfer the samples to station 1	M	Requirements can be Met.	
GSFN0042	Functional	Station B - 94 Sample Vials to rack station	The system shall report on damaged samples (e.g. unreadable barcodes, leaking samples) and provide users with the ability to set conditions for damage. These damaged samples are feedback as a void result to downstream systems	M	Requirements can be Met.	
GSFN0043	Functional	Station 1 - Sample	The system will enable the user to launch extraction batch functionality	M	Requirements can be Met.	

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		Prep Vial Station				
GSFN0044	Functional	Station 1 - Sample Prep Vial Station	The user will scan the barcode from a new Kingfisher input plate	M	Requirements can be Met.	
GSFN0045	Functional	Station 1 - Sample Prep Vial Station	The system will verify that the barcode scanned is unique	M	Requirements can be Met.	
GSFN0046	Functional	Sample Prep Kingfisher Station	The system will create an extraction batch record, and link the Kingfisher input plate to the record, along with user ID, station ID and date/time. Kingfisher Bindit software will create output file, however the linking of input plate to extraction batch record and elution and wash plates will also need to be done manually at day 1.	M	Requirements can be Met.	
GSFN0047	Functional	Station 1 - Sample Prep Vial Station	The extraction batch record will have a status (Preparation)	S	Requirements can be Met.	
GSFN0048	Functional	Station 1 - Sample Prep Vial Station	The system will prompt for the batch of every reagent required for this process	S	Requirements can be Met.	

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GSFN0049	Functional	Station 1 - Sample Prep Vial Station	The user will scan the reagent batches as prompted	S	Requirements can be Met.	
GSFN0050	Functional	Station 1 - Sample Prep Vial Station	The system will verify that the batch scanned is previously registered, is a batch of the appropriate reagent, is within date and has not been flagged for non-use	M	Requirements can be Met.	
GSFN0051	Functional	Station 1 - Sample Prep Vial Station	If a batch is not valid, the user is warned and is asked to try again	M	Requirements can be Met.	
GSFN0052	Functional	Station 1 - Sample Prep Vial Station	Each successfully scanned reagent batch is associated with the extraction batch	S	Requirements can be Met.	
GSFN0054	Functional	Station 1 - Sample Prep Vial Station	Throughout the remaining steps at this station, the user has the option to abort the process. The status of the extraction batch will be updated (Aborted). The system should be able to successfully resolve negative path routes, specifically that a run is aborted on the liquid handler.	M	Requirements can be Met.	
GSFN0055	Functional	Station 1 - Sample	A single destination well will be illuminated (ideally driven by LIMS but if not easily implemented, LIMS will keep track based on sample scans and next	M	Requirements can be Met.	

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		Prep Vial Station	position algorithm). The LIMS must provide the ability to guide the user in manual vial to plate transfer operations.			
GSFN0056	Functional	Station 1 - Sample Prep Vial Station	The user will scan a sample barcode	M	Requirements can be Met.	
GSFN0057	Functional	Station 1 - Sample Prep Vial Station	The system will verify that the barcode is known and of the correct status (New or Stored). If the sample is not correct the user will be warned and prompted to try again.	M	Requirements can be Met.	
GSFN0058	Functional	Station 1 - Sample Prep Vial Station	On successful scan, the sample status will be updated (In Progress), and the sample will be associated with the extraction batch	C	Requirements can be Met.	
GSFN0059	Functional	Station 1 - Sample Prep Vial Station	The user will aspirate the sample and dispense into the illuminated well	M	This is a user process?	
GSFN0060	Functional	Station 1 - Sample Prep Vial Station	The system will associate the scanned sample to the illuminated well of the deep well plate	M	Requirements can be Met.	
GSFN0061	Functional	Station 1 - Sample Prep Vial Station	The system will enable free-text comments to be appended to the source sample record	C	Requirements can be Met.	

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GSFN0062	Functional	Station 1 - Sample Prep Vial Station	The user will reseal then place the source sample vessel into a storage container	M	Requirements can be Met.	
GSFN0064	Functional	Station 1 - Sample Prep Vial Station	The user will depress the pedal on the well illuminator aide (to either trigger the "next sample" function on the system, or to illuminate the next well). The LIMS must provide the ability to guide the user in manual vial to plate transfer operations. Manual foot pedal interaction can be considered in the user interface.	S	Requirements can be Met.	
GSFN0065	Functional	Station 1 - Sample Prep Vial Station	When 94 samples have been added to the deep-well plate (or the user has scanned the last sample available and clicks "Stop plating") the system will instruct the user to transfer the samples to station 2	M	Requirements can be Met.	
GSFN0066	Functional	Station 1 - Sample Prep Vial Station	The user will use inventory management functionality to store the source samples within a container, and store the container within the hierarchy. Each parent sample will be updated to status Stored	C	Requirements can be Met.	
GSFN0067	Functional	Station 1 - Sample Prep Vial Station	The extraction batch record will be updated (Ready)	S	Requirements can be Met.	

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GSFN0068	Functional	Sample Prep Kingfisher Station	The system will enable the user to launch RNA extraction functionality	M	Requirements can be Met.	
GSFN0069	Functional	Sample Prep Kingfisher Station	The user will scan the barcode from a Kingfisher input plate	M	Requirements can be Met.	
GSFN0070	Functional	Sample Prep Kingfisher Station	The system will verify that the scanned barcode represents a known plate.	M	Requirements can be Met.	
GSFN0071	Functional	Sample Prep Kingfisher Station	The user will scan the barcode from a new RNA (Kingfisher output) plate	M	Requirements can be Met.	
GSFN0072	Functional	Sample Prep Kingfisher Station	The system will verify that the scanned barcode represents an unknown plate. If not the user will be informed and asked to retry.	M	Requirements can be Met.	
GSFN0073	Functional	Sample Prep Kingfisher Station	The system will update the extraction batch record (status = Extracting)	S	Requirements can be Met.	
GSFN0074	Functional	Sample Prep	The system will prompt for the batch of every reagent required for this process (this will include the Kingfisher combs)	M	Requirements can be Met.	

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		Kingfisher Station				
GSFN0075	Functional	Sample Prep Kingfisher Station	The user will scan the reagent batches	M	Requirements can be Met.	
GSFN0076	Functional	Sample Prep Kingfisher Station	The system will verify that the batch scanned is previously registered, is a batch of the appropriate reagent, is within date and has not been flagged for non-use	M	Requirements can be Met.	
GSFN0077	Functional	Sample Prep Kingfisher Station	If a batch is not valid, the user will be warned and asked to try again	M	Requirements can be Met.	
GSFN0078	Functional	Sample Prep Kingfisher Station	Each successfully scanned reagent batch will be associated with the extraction batch	M	Requirements can be Met.	
GSFN0080	Functional	Sample Prep Kingfisher Station	After the run has completed the user (or instrument) will indicate success or failure. The system will update the extraction batch as appropriate (Status = Complete / Status = Fail)	S	Requirements can be Met.	
GSFN0081	Functional	Sample Prep Kingfisher Station	If the extraction was successful, the system will generate RNA sample records in the (Kingfisher output) plate,	S	Requirements can be Met.	

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			on a 1:1 basis using the existing mapping within the input plate			
GSFN0082	Functional	Sample Prep Kingfisher Station	RNA samples will be linked to their parent, the extraction batch and the RNA plate/well address	M	Requirements can be Met.	
GSFN0083	Functional	Sample Prep Kingfisher Station	The system will instruct the user to transfer the RNA plate to next station	S	Requirements can be Met.	
GSFN0084	Functional	Sample Prep Kingfisher Station	The system will allow the user to track progress of samples to the PCR plate enabling PCR file to map samples to related wells read by PCR reader. Integrity of sample to plate mapping must be maintained throughout all stages of the process flow, include RNA extraction.	M	Requirements can be Met.	
DA001	Data	Data	Transaction log/audit trail details must contain the User ID of the person generating/entering the data or making the change to be captured and the Station ID at which the user is working	M	Requirements can be Met.	
DA002	Data	Data	Data must be entered into the system in a readable format and be unable to be deleted (unless the deletion is obvious and shown in the audit trail).	M	Requirements can be Met.	

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DA003	Data	Data	Data must be entered and accurately recorded by permanent means at the time the task is completed.	M	Requirements can be Met.	
DA004	Data	Data	Data entered into the system must constitute the original data or must be verified and documented as a true copy.	M	Requirements can be Met.	
DA005	Data	Data	Data must be accurately recorded and not be manipulated prior to entry in to the system.	M	Requirements can be Met.	
DA006	Data	Data	Raw Data: Data must be Legible and accessible throughout the data lifecycle. - Results	M	Requirements can be Met.	
DA007	Data	Data	Raw Data: The system must permit the full reconstruction of the activities resulting in the generation of data.	M	Requirements can be Met.	
DA009	Data	Data	Data Integrity: The accuracy, completeness, content and meaning of data must be retained throughout the data lifecycle (creation, storage, use, archival).	M	Requirements can be Met.	
DA011	Data	Data	The system must be able to meet DHSC needs in terms of format and precision / rounding of reported analytical results. For example, Primary Records: The quality (tolerance/precision/resolution) of the data must be <____> (information	M	Requirements can be Met.	This needs to be defined by DHSC.

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			TBC e.g. 8-bit, 3 decimal places) and must be maintained across interfaces.			
DA012	Data	Data	True Copies: Where copies of original data or records are retained in place of the original data or records there must be a documented process in place to verify and record the integrity of the copy, and that gives the ability to reconstruct records from a given raw data set.	M	Requirements can be Met.	
RESC0001	Functional	Receiving & Scheduling	The system tracks status and workflow of the accession throughout the laboratory lifecycle, from submission to final analysis, including receiving, diagnostic testing, diagnostic test result reporting, and billing. To clarify - the integrity of patient vials samples must be ensured through the LIMS process from point of registration to disposition and reporting to NPEX as void or result. No patient samples shall be orphaned or deleted in the LIMS process.	M	Requirements can be Met.	
RESC0002	Functional	Receiving & Scheduling	The system supports barcoded specimen labeling and tracking.	M	Requirements can be Met.	
RESC0003	Functional	Receiving & Scheduling	The system allows users to create, manage, and track viewable sample container schemata.	M	Requirements can be Met.	

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RESC0004	Functional	Receiving & Scheduling	The system creates and maintains a unique electronic accession record for each accession received.	M	Requirements can be Met.	
RESC0005	Functional	Receiving & Scheduling	The system supports standard-format digital picture and document upload and attachment to electronic accession records.	C	Requirements can be Met.	
RESC0006	Functional	Receiving & Scheduling	The system supports a user-configurable, spreadsheet-style, templated multi-specimen (batch) login without requiring additional programming. To clarify - the system must support sample creation through CSV file login, XML format and via appropriate API.	C	Requirements can be Met.	
RESC0008	Functional	Receiving & Scheduling	The system supports ad-hoc specimens not predefined in the specimen point list during multi-sample (batch) login.	C	Requirements can be Met.	
RESC0018	Functional	Receiving & Scheduling	The system allows authorized users to accept, cancel, re-run, and override attributes.	M	Requirements can be Met.	
ANDE0001	Functional	Analysis & Data Entry	The system supports a variety of test protocols, each capable of storing test comments, test required, and special information like GCMS conditions or special objects associated with the test.	S	Requirements can be Met.	

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ANDE0002	Functional	Analysis & Data Entry	The system provides and enforces normal data range values for diagnostic tests. U		Requirements can be Met.	
ANDE0005	Functional	Analysis & Data Entry	The system allows authorized users to make a test code inactive across one or more sites while retaining it for audit and reporting purposes.	C	Requirements can be Met.	
ANDE0006	Functional	Analysis & Data Entry	The system limits test code authorization to only qualified personnel and maintains their certification(s) to run assigned tests.	C	Requirements can be Met.	
ANDE0010	Functional	Analysis & Data Entry	The system can effectively manage complex molecular testing protocols - to clarify, The system must be configurable to manage complex molecular testing workflows not covered in current workshop discussions. Specific requirement can be discussed as roadmap activities.	M	Requirements can be Met.	
ANDE0018	Functional	Analysis & Data Entry	The system allows file transfer of data from instruments via files.	M	Requirements can be Met.	
ANDE0019	Functional	Analysis & Data Entry	The system permits manual data entry into an electronic worksheet of test measurements and results.	M	Requirements can be Met.	
ANDE0020	Functional	Analysis & Data Entry	The system allows incorrectly inputted data to be manually corrected.	M	Requirements can be Met.	

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ANDE0022	Functional	Analysis & Data Entry	The system provides colored visual indication of previously entered data as well as new data associated with a single sample when a result is entered, with the indicator changing color if the value is out of specification.	C	Requirements can be Met.	
ANDE0023	Functional	Analysis & Data Entry	The system allows automated or semi-automated data insertion.	M	Requirements can be Met.	
ANDE0024	Functional	Analysis & Data Entry	The system stores non-narrative textual results in searchable fields.	C	Requirements can be Met.	
PAVA0001	Functional	Post Analysis & Validation	The system updates sample/item status when tests are completed.	M	Requirements can be Met.	
PAVA0002	Functional	Post Analysis & Validation	The system automatically reorders a test or orders additional tests if results don't meet lab-defined criteria, especially when the original sample is still available.	C	Requirements can be Met.	
PAVA0004	Functional	Post Analysis & Validation	The system allows authorized users to review all analytical results - using BI tools	M	Requirements can be Met.	
PAVA0008	Functional	Post Analysis & Validation	The system displays the standard operating procedure (SOP) associated with each test result to ensure proper techniques were used.	S	Requirements can be Met.	

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PAVA0020	Functional	Post Analysis & Validation	The system can hold all test results on a sample with multiple tests ordered on it until all work is completed and a final report is issued.	S	Requirements can be Met.	
PAVA0021	Functional	Post Analysis & Validation	The system fully manages all aspects of laboratory quality control, including the reporting and charting of all quality control data captured in the lab.	S	Requirements can be Met.	
PAVA0022	Functional	Post Analysis & Validation	The system provides a base for a quality assurance program, including proficiency testing, scheduled maintenance of equipment, etc.	C	Requirements can be Met.	
PAVA0023	Functional	Post Analysis & Validation	The system distinguishes QA/QC duplicates from normal samples.	M	Requirements can be Met.	
PAVA0024	Functional	Post Analysis & Validation	The system allows QA/QC tests to be easily created and associated with the primary analytical test.	M	Requirements can be Met.	
PAVA0025	Functional	Post Analysis & Validation	The system allows manual entry of QA and QC data not captured as part of the system's regular processes.	M	Requirements can be Met.	
INST0001	Functional	Instruments	The system bilaterally interfaces with instruments and related software	M	Requirements can be Met.	
INST0002	Functional	Instruments	The system downloads data directly from laboratory instruments.	M	Requirements can be Met.	

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INST0004	Functional	Instruments	The system tracks and reports on the usage of attached laboratory instruments.	S	Requirements can be Met.	
INST0005	Functional	Instruments	The system allows automatic or manual reservation/scheduling of laboratory instruments.	S	Requirements can be Met.	
INST0006	Functional	Instruments	The system automatically (or manually allow an authorized user to) removes an instrument from potential use when it falls out of tolerance limit or requires scheduled calibration.	M	Requirements can be Met.	
INST0007	Functional	Instruments	The system provides a database of preventative maintenance, calibration, and repair records for laboratory equipment, preferably supported by standardized reporting.	M	Requirements can be Met.	
INST0008	Functional	Instruments	The system schedules calibration, verification, and maintenance tasks in the worksheets or work flow process and make that schedule available for viewing.	M	Requirements can be Met.	
INST0009	Functional	Instruments	The system allows users to create and edit instrument maintenance profiles.	M	Requirements can be Met.	
EXIF0002	External System Interfaces		The system integrates with Microsoft Exchange services.	S	Requirements can be Met.	

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EXIF0003	External System Interfaces		The system imports data from and exports data to Microsoft Word, Excel, and/or Access.	M	Requirements can be Met.	
EXIF0004	External System Interfaces		The system can interface with non-Microsoft programs.	M	Requirements can be Met.	
EXIF0005	External System Interfaces		The system interfaces with external billing systems.	S	Requirements can be Met.	
EXIF0006	External System Interfaces		The system interfaces with enterprise resource planning (ERP) systems.	M	Requirements can be Met.	
EXIF0007	External System Interfaces		The system interfaces with external contract or reference laboratories to electronically send or retrieve datasheets, analysis reports, and other related information.	C	Requirements can be Met.	
EXIF0009	External System Interfaces		The system leverages the application programming interface (API) of other systems to establish integration between systems.	M	Requirements can be Met.	
EXIF0010	External System Interfaces		The system provides a real-time interface for viewing live and stored data transactions and errors generated by interfaced instruments and systems.	M	Requirements can be Met.	

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EXIF0011	External System Interfaces		The system transmits status changes of specimens, inventory, equipment, etc. to an external system.	S	Requirements can be Met.	
EXIF0012	External System Interfaces		The system directs output from ad-hoc queries to a computer file for subsequent analysis by other software.	M	Requirements can be Met.	
EXIF0013	External System Interfaces		The system supports the manual retransmission of data to interfaced systems.	M	Requirements can be Met.	
REPT0001	Reporting		The system includes a versatile report writer and forms generator that can generate reports from any data in tables.	M	Requirements can be Met.	
REPT0003	Reporting		The system interfaces with a third-party reporting application.	S	Requirements can be Met.	
REPT0004	Reporting		The system allows the development of custom templates for different types of reports.	C	Requirements can be Met.	
REPT0007	Reporting		The system supports report queries by fields/keys, status, completion, or other variables.	M	Requirements can be Met.	
REPT0008	Reporting		The system use Microsoft Office tools for formatting reports.	C	Requirements can be Met.	While ReportDesigner is not a Microsoft product, we understand it

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						will meet the Customer reporting requirements.
REPT0009	Reporting		The system supports multiple web browsers for viewing online reports.	M	Requirements can be Met.	
REPT0011	Reporting		The system includes several standard reports and query routines to produce a backlog report.	M	Requirements can be Met.	
REPT0014	Reporting		The system generates management and turn-around time reports and graphs.	S	Requirements can be Met.	
REPT0015	Reporting		The system generates customized final reports.	C	Requirements can be Met.	
REPT0017	Reporting		The system automatically generates individual and aggregate workload and productivity reports on all operational and administrative activities.	C	Requirements can be Met.	
REPT0020	Reporting		The system provides an ad-hoc reporting interface to report on user-selected criteria.	M	Requirements can be Met.	

Appendix B – Buyer Non-Functional Requirements and Supplier Responses (as submitted in the Supplier’s proposal)

All non-functiona requirements are ‘Must’

1. Requirement s No	2. Main Area	3. Description	4. Supplier Responses / Comments
NFR001	General and Interoperability	Solution should be cloud agnostic	Requirements can be Met.
NFR002	General and Interoperability	Solution should be scalable	Requirements can be Met.
NFR003	General and Interoperability	Describe the various applications the solution can integrate with. Please provide standard APIs and detail your interoperability.	Requirements can be Met. SampleManager can integrate in different ways, it has an extensive webservice for in-bound data, so instruments can send result to SampleManager through that webservice. SampleManager has in-build integration, able to process any readable files coming in. Next to the in-build facilities Integration Manager can handle in-bound and out-bound file transfer and transformation, able to transform data coming from an instrument to SampleManagers file layout. SampleManager is able to integrate to any software system as long as that 3rd party system can deliver the data in a human readable layout. We have shared the API specification document.
NFR004	General and Interoperability	Describe the output message types possible hl7, xml, fhir, csv etc.	Requirements can be Met. SampleManager supports exporting and saving results in various file formats including CSV out of the box.

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NFR005	General and Interoperability	Describe your delivery methodology....PM	We follow our ISO accredited QMS delivery model. We can adapt within this framework for specific customer needs. For this project it will follow a hybrid of Agile and waterfall methodologies.
NFR006	General and Interoperability	Describe your quality system methodology	Digital Science follow an ISO 9001:2015 accredited QMS.
NFR007	General and Interoperability	Describe how the solution would generate and manage rules	Workflow tool can manage these. The in-built workflow tool (which is part of SampleManager out of the box solution) can be configured to fit the customer's needs, it can process the records within the system according to the processes needed within the laboratory. Workflow is the way we adapt the system and was shown during the workshop session last week. We can send extra documentation, but it is LIMS functionality and not easy to insert in this format.
NFR008	General and Interoperability	Describe how the solution would manage the check in process	Sample receipt and check in is standard functionality and can be driven by barcodes.
NFR009	General and Interoperability	Describe how the solution would do reporting or facilitate dashboarding	We have Report Designer and also KPI / Dashboards and Landing Pages to graphically display live data.
NFR010	General and Interoperability	Describe the scalability and numbers of users that can use the system both concurrently and in totality	We can scale to DHSC needs as we have the option to scale horizontally and vertically on AWS. We have multiple customers using SampleManager with over 500 concurrent user licenses. Our initial sizing is determined internally based on a development formula.
NFR011	General and Interoperability	Please provide a Warranted Environment Specification for your solution	As per our AWS architecture provided.

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NFR012	Service	Describe how your solution would meet high availability	In our TechOps environment the High Availability architecture utilises AWS components such as multiple AZ's.
NFR013	Service	Describe your service models & wrapper and up/downtime requirements and helpdesk responses (ITIL) and call flows / escalations. Please share ITIL processes.	24/7 support is provided with a dedicated support team. [REDACTED]
NFR014	Security Disaster Recovery /	Describe your disaster recovery and backup requirements	[REDACTED]

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NFR015	Security Disaster Recovery	/	Is the vendor or solution compliant/certified by any international security controls frameworks/organisation, such as ISO27001? What is the scope of the certification?	
NFR016	Security Disaster Recovery	/	Does the solution comply with SSO requirements - Now does the solution support segregation of duties, at a minimum between user, configuration changes & user administration?	
NFR017	Security Disaster Recovery	/	What controls are available to monitor privileged activities or prevent privileged access from being compromised?	
NFR018	Security Disaster Recovery	/	Does SSO solutions does it support and what level of identity integration is available?	
NFR019	Security Disaster Recovery	/	What level of security events are captured? Can they be exported to a 3 rd party platform (such as the NHS CDOC) in either real-time or batch/delayed?	We have a comprehensive security logging and monitoring in place.

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NFR020	Security Disaster Recovery	/ Where is the data residency?	
NFR021	Security Disaster Recovery	/ How is the data encrypted in motion and encrypted in transit?	
NFR022	Security Disaster Recovery	/ How are vulnerabilities identified and managed for all components of the solution (software, infrastructure, network and/or data traffic flows) including all 3 rd party components, objects or services?	<p>We have a comprehensive security logging and monitoring in place.</p>
NFR023	Training	The supplier of the Solution will publish training materials, including online training that will be available to all users of the Solution in time for UAT and thereafter keep it up to date. The supplier of the Solution will, for the purposes of pricing, also provide super user training for 30 people and specific training materials to	<p>Training materials are available for the product both for configuration and administration. Training materials are also available for any supporting modules that are used. All of these are applicable either through pre-scheduled training courses with Thermo Fisher Digital Science or through customer-specific delivered training. In the case of configured final system, the super-users will be trained in the system and are free then to train other more junior members of staff with specific functions. This training will be based on a specific manual generated for the configured system.</p>






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		allow these trained super users to train other users.	
NFR024	Training	Describe how you will meet the above requirements, identifying training session durations, and the number of training days required.	SampleManager Data Configuration is a 5 day course and Administration of SampleManager is also a 5 day course, both of which can be taken remotely in the current climate. Other training course durations for standard modules is used can be supplied. For final superuser training, this is typically a 2-3 day training course for these users, run by Thermo Fisher. The super users will then train subsequent junior staff in a timescale required by the project.
NFR026	Warranted Environment Specification	The Solution Provider will provide a Warranted Environment Specification (WES) describing the requirements for hosting the solution.	
NFR027	Warranted Environment Specification	Please provide your WES that will enable you to meet the requirements stated within this Statement of Requirements, and explain in your response how it will support the following: Response times; searches by Identifier within 1 second, simple search within 3 seconds, advanced searches on any data items within 10 seconds	

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NFR028	Service Downtime /	Availability; minimum of 99.99% availability, TBD will require no scheduled downtime (maintenance and associated releases will not incur service unavailability), and have automatic failover capability.	
NFR029	Warranted Environment Specification	Disaster recovery; near instantaneous Recovery Time Objective (RTO), and Recovery Point Objective (RPO) as close to zero as possible	
NFR030	Warranted Environment Specification	Backup and recovery; a full backup and recovery service that covers all data and all service components in all of the environments, and any backup or restore activity will not adversely affect the performance or resilience of the 24 x 7 real time solution.	Part of our TechOps managed approach. We use Amazon Backup and EC2. https://aws.amazon.com/backup/
NFR031	Warranted Environment Specification	Proactive monitoring and reporting on the performance of all key service components in all of the environments.	Part of our TechOps managed approach. We have a comprehensive security logging and monitoring in place.   

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NFR032	Warranted Environment Specification	Proactive monitoring and reporting on the capacity of all key service components in all of the environments.	Part of our TechOps managed approach. We have a comprehensive security logging and monitoring in place. [REDACTED] [REDACTED] [REDACTED] [REDACTED]
NFR033	Warranted Environment Specification	Standard online reports output within 9 seconds without affecting the performance or resilience of the solution.	Requirement can be met
NFR034	Warranted Environment Specification	Maintain the batch operation of reports and extracts for backward compatibility purposes without adversely impacting the availability and performance for users of the real time functionality.	Requirement can be met
NFR035	Warranted Environment Specification	Please include in your response how you will redesign your WES when necessary and work with the Hosting Provider as part of the Change Control process throughout the term of the contract. Please also explain where your WES will provide added benefits.	This is managed by our TechOps team in conjunction with AWS where necessary. It is change controlled as per our internal processes.
NFR036	Cyber Security	The Cyber Assurance of Physical Security Systems (CAPSS) standard.	We utilise Amazon's data centre infrastructure which includes secure design, redundancy, availability, and capacity planning. More details can be found here https://aws.amazon.com/compliance/data-center/controls/ . You can view all of AWS's security attestations and

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			compliance programs at the following URL: https://aws.amazon.com/compliance/programs/
NFR037	Maintenance Window	Please provide details on scheduling etc.	We can work with DHSC to perform maintenances during a convenient time. We have a standard weekly maintenance windows of few hours on Sunday morning.
NFR038	Capacity	How will the solution cope with an initial 300k samples per 24 hours and how will it handle any upscaling?	Our system is tested to process in excess of 300,000 samples per 24 hours and can scale horizontally and vertically.
NFR039	Business Continuity	Business continuity plans? Remote work, secondary building and building capacity?	We have a BCP which is tested annually.
NFR040	Product Road map	Road map for the product - features for the future	We have discussed using more features which are already included in SampleManager in later phases of the project. E.g. Utilisation of ISO 17025 functionality, further LES deployment, potential Mobile App.
NFR041	Resourcing	Staff Churn - minimum level of training, management of certifications, knowledge transfer etc.	Our TechOps staff are AWS certified, and all staff must complete role based training as per our QMS (Quality Management System)..

Schedule 3 (Charges)

1. How Charges are calculated

1.1 The Charges:

- 1.1.1 shall be calculated in accordance with the terms of this Schedule; and
- 1.1.2 cannot be increased except as specifically permitted by this Schedule and in particular shall only be subject to Indexation where specifically stated in the Award Form.

2. The pricing mechanisms

- 2.1 The pricing mechanisms and prices set out in Annex 1 shall be available for use in calculation of Charges in the Contract.

3. Are costs and expenses included in the Charges

- 3.1 The Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:
 - 3.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or
 - 3.1.2 costs incurred prior to the commencement of the Contract.

4. Other events that allow the Supplier to change the Charges

- 4.1 The Charges can also be varied (and Annex 1 will be updated accordingly) due to:
 - 4.1.1 a Specific Change in Law in accordance with Clauses 28.6 to 28.8;
 - 4.1.2 a review in accordance with insurance requirements in Clause 17; or
 - 4.1.3 a request from the Supplier, which it can make at any time, to decrease the Charges indexation, where Annex 1 states that a particular Charge or any component is "subject to Indexation" in which event Paragraph 5 below shall apply.

5. When the Charges are linked to inflation

- 5.1 Where the Charges are stated to be "subject to Indexation" they shall be adjusted in line with changes in the Consumer Price Index ("CPI"). All other costs, expenses, fees and charges shall not be adjusted to take account of any

Schedule 3 (Charges)

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inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier.

5.2 The Charges shall not be subject to indexation for the first two (2) years of the Contract Period.

5.3 Where Annex 1 states that a Charge is subject to Indexation then such Charge:

5.3.1 will be indexed on the second anniversary of the Start Date and the indexation will reflect the percentage change in the CPI from the Start Date to the date of such anniversary; and

5.3.2 will thereafter be indexed on each subsequent anniversary and the indexation will reflect the percentage change in the CPI since the previous indexation.

5.4 Where the CPI:

5.4.1 used to carry out an indexation calculation is updated (for example due to it being provisional) then the indexation calculation shall also be updated unless the Buyer and the Supplier agree otherwise; or

5.4.2 is no longer published, the Buyer and the Supplier shall agree a fair and reasonable replacement that will have substantially the same effect.

6. When you will be reimbursed for travel and subsistence

6.1 Expenses shall only be recoverable where:

6.1.1 the Time and Materials pricing mechanism is used; and

6.1.2 the Award Form states that recovery is permitted; and

6.1.3 they are Reimbursable Expenses and are supported by Supporting Documentation.

6.2 The Buyer shall provide a copy of their current expenses policy to the Supplier upon request.

Annex 1: Rates and Prices

Table 1: Time and Materials

1. The Supplier (and its Sub-Contractor) shall not be entitled to include any uplift for risks or contingencies within its day rates.
2. The rates below shall not be subject to variation by way of Indexation.

Staff Grade	Day Rate (£)

Table 2: Fixed fees

Type of Charge	Fixed Charge (£)	Comment
SampleManager SQC Instance Licence		
SampleManager Validation Toolkit		
Standard Hosting Service		
High Availability Option		
Hosted Test Instance		

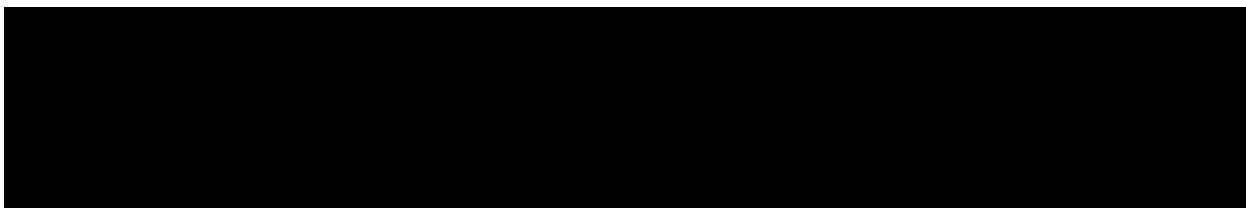


Table 3: Licence fees

Charge Number	Unit	Number of units per Service Period	Charge per unit (£)	Committed Year 1 total
[Redacted Table Content]				

3. The Licence Block costs in Table 3 are fixed and are not subject to indexation for the first two (2) years of the Contract Period.
4. The Charges for Licences becomes payable when the Licences are activated by the Supplier for electronic download following receipt of a written notice from the Buyer to confirm such Licences are required.
5. The Buyer will purchase a minimum quantity of [Redacted] Licences (Licence Block 1) and has an option to purchase further Licences in accordance with the Charges set out for Licence Block 2 and Licence Block 3. Within Licence Block 1, the Buyer will purchase a minimum quantity of [Redacted] Licences by no later than 31 December 2020.

Table 4: Support and maintenance fees

Type of charge	Charge	Comment

6. Support and maintenance fees will become payable on activation of a Licence and will be paid by the Buyer monthly in arrears.
7. The Buyer will pay support and maintenance fees for the 300 Licences in Licence Block 1 for the 12-month period following the activation of each Licence irrespective of whether the Contract is terminated during such period.
8. Subject to Paragraph 7, in the event that:
 - 8.1. the Buyer elects to purchase Licences in Licence Block 2 or Licence Block 3; and/or
 - 8.2. the Contract is extended in accordance with Paragraph 4.1 of the Appendix to Schedule 28 and the Buyer continues to use a Licence purchased in Licence Block 1 beyond the first anniversary of its activation,then the Buyer shall only be liable to pay support and maintenance fees for such Licences up to and including the End Date.
9. The Worked Example in Appendix A provides indicative detail on how Licence and support and maintenance fees will become payable during the Contract Period. In the event of a conflict between the content of Appendix A and this Annex 1, the provisions of this Annex 1 shall prevail.

Annex 2: Not Used

Schedule 4 Not Used

Schedule 5 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Award Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Buyer's obligation to disclose Information in accordance with FOIA or Clause 20 (When you can share information), the Buyer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1.	November 2020	Individual SampleManager licence pricing	5 years

Schedule 6 Not Used

Schedule 7 Not Used

Schedule 8 (Implementation Plan and Testing)

Part A - Implementation

1. Definitions

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

"Delay"	(a) a delay in the Achievement of a Milestone by its Milestone Date; or (b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
"Milestone Payment"	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone.

2. Agreeing and following the Implementation Plan

- 2.1 The Supplier shall provide a draft Implementation Plan 10 Working Days after the date on which the final Party has signed the Contract.
- 2.2 The draft Implementation Plan:
- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
 - 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within ten (10) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the

Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.

- 2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

3. Reviewing and changing the Implementation Plan

- 3.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

4. Security requirements before the Start Date

- 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Start Date. The Supplier shall ensure that this is reflected in their Implementation Plan.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Contract Period.
- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

5. What to do if there is a Delay

5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:

5.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;

5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;

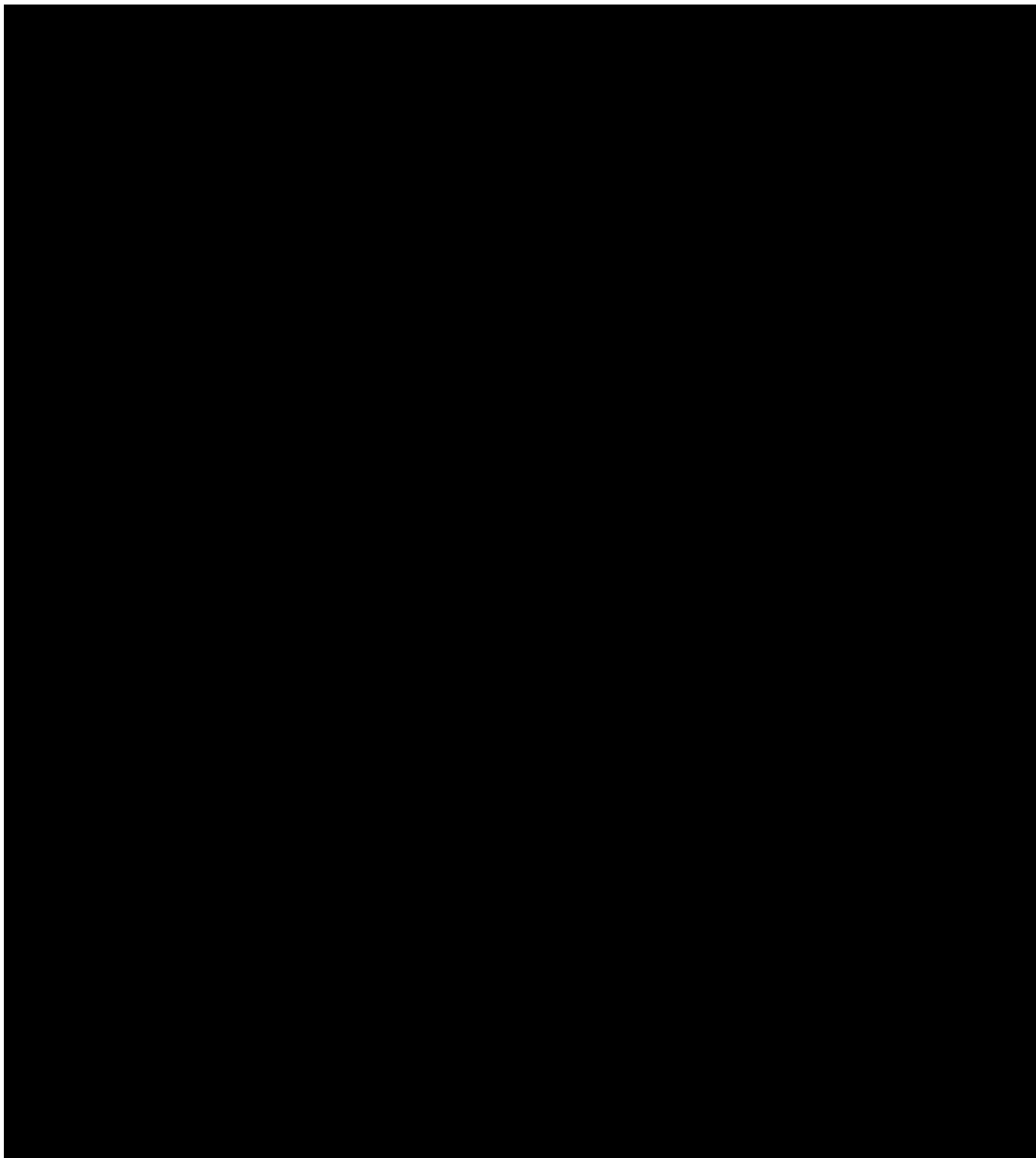
5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and

5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6. Intentionally Omitted

Annex 1: Implementation Plan

The Implementation Plan is set out below and the Milestones to be Achieved are identified below:



The Milestones will be Achieved in accordance with this Part B of this Schedule.

Part B - Testing

1. Definitions

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

"Component"	any constituent parts of the Deliverables;
"Material Test Issue"	a Test Issue of Severity Level 1 or Severity Level 2;
"Satisfaction Certificate"	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Issue Management Log"	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
"Test Issue Threshold"	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Reports"	the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
"Test Strategy"	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
"Test Success Criteria"	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;
"Test Witness"	any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and

"Testing Procedures" the applicable testing procedures and Test Success Criteria set out in this Schedule.

2. How testing should work

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 2.2 The Supplier shall not submit any Deliverable for Testing:
 - 2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
 - 2.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
 - 2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 2.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3. Planning for testing

- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the date on which the final Party has signed the Contract.
- 3.2 The final Test Strategy shall include:
 - 3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
 - 3.2.4 the procedure to be followed to sign off each Test;
 - 3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;

- 3.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
- 3.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
- 3.2.8 the technical environments required to support the Tests; and
- 3.2.9 the procedure for managing the configuration of the Test environments.

4. Preparing for Testing

- 4.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than ten (10) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 4.2 Each Test Plan shall include as a minimum:
 - 4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
 - 4.2.2 a detailed procedure for the Tests to be carried out.
- 4.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

5. Passing Testing

- 5.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4.

6. How Deliverables will be tested

- 6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 6.2 Each Test Specification shall include as a minimum:
 - 6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
 - 6.2.2 a plan to make the resources available for Testing;

- 6.2.3 Test scripts;
- 6.2.4 Test pre-requisites and the mechanism for measuring them; and
- 6.2.5 expected Test results, including:
 - (a) a mechanism to be used to capture and record Test results; and
 - (b) a method to process the Test results to establish their content.

7. Performing the tests

- 7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.
- 7.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 7.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to the Buyer in relation to each Test:
 - 7.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
 - 7.5.2 the final Test Report within 5 Working Days of completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 7.6.1 an overview of the Testing conducted;
 - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
 - 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and

- 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.
- 8. Discovering Problems**
- 8.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.
- 8.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.
- 9. Test witnessing**
- 9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
- 9.3.1 shall actively review the Test documentation;

- 9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
 - 9.3.3 shall not be involved in the execution of any Test;
 - 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
 - 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
 - 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 9.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

10. Auditing the quality of the test

- 10.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed Quality Plan.
- 10.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 10.3 The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.
- 10.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
- 10.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.
- 10.6 In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

11. Outcome of the testing

- 11.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.

Schedule 8 (Implementation Plan and Testing)

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- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
- 11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
 - 11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
 - 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 11.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- 11.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
 - 11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 11.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 11.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.

11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:

11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and

11.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

12. Risk

12.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:

12.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or

12.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

Annex 1: Test Issues – Severity Levels

1. **Severity 1 Error**

- 1.1 This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.

2. **Severity 2 Error**

- 2.1 This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:

- 2.1.1 causes a Component to become unusable;
- 2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
- 2.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverables.

3. **Severity 3 Error**

- 3.1 This is an error which:

- 3.1.1 causes a Component to become unusable;
- 3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
- 3.1.3 has an impact on any other Component(s) or any other area of the Deliverables;

but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

4. **Severity 4 Error**

- 4.1 This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables.

5. **Severity 5 Error**

- 5.1 This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.

Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

Deliverable/Milestone(s): [Insert relevant description of the agreed Deliverables/Milestones].

We refer to the agreement ("**Contract**") [insert Contract reference number] relating to the provision of the [insert description of the Deliverables] between the [*insert Buyer name*] ("**Buyer**") and [*insert Supplier name*] ("**Supplier**") dated [*insert Start Date dd/mm/yyyy*].

The definitions for any capitalised terms in this certificate are as set out in the Contract.

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan] [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with Clause 4 (Pricing and payments)].

Yours faithfully

[insert Name]

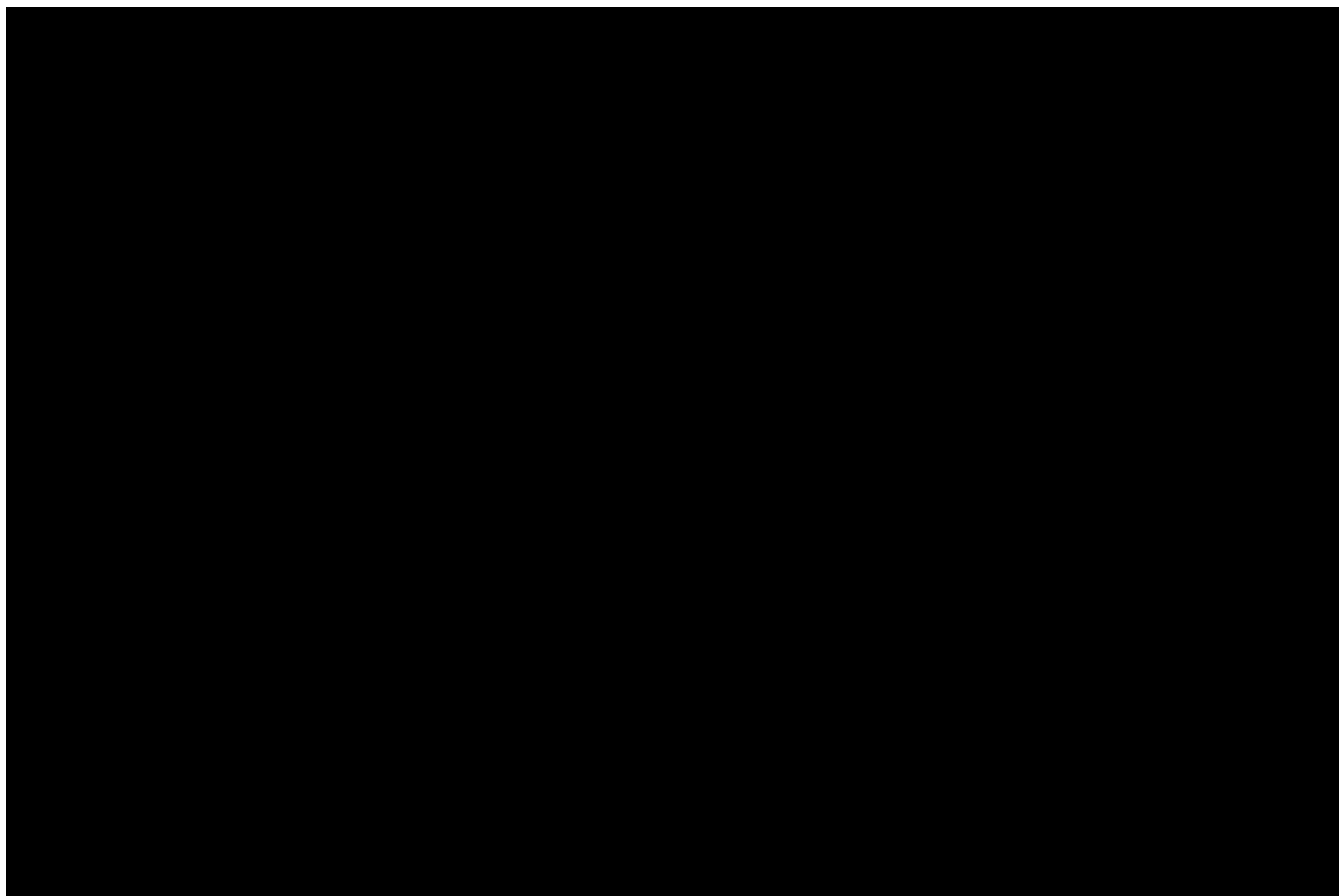
[insert Position]

acting on behalf of [insert name of Buyer]

Schedule 9 Not Used

Schedule 10 (Service Levels)

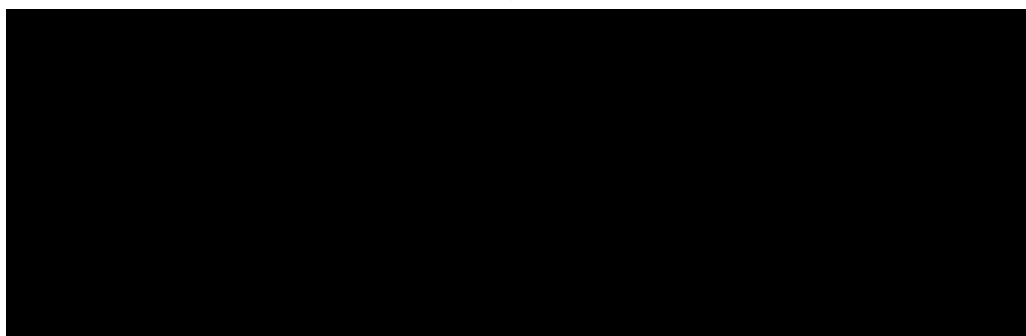
Part A - Service Levels



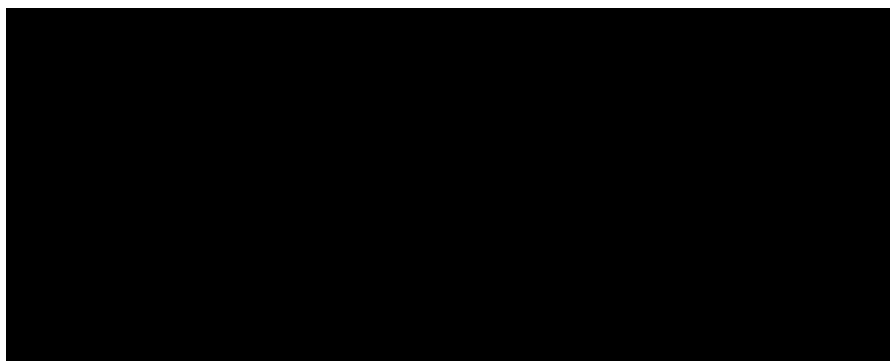
2. Maintenance

2.1 In the event the Buyer elects to receive Maintenance, the Supplier shall provide the following Maintenance for the Licensed Software:

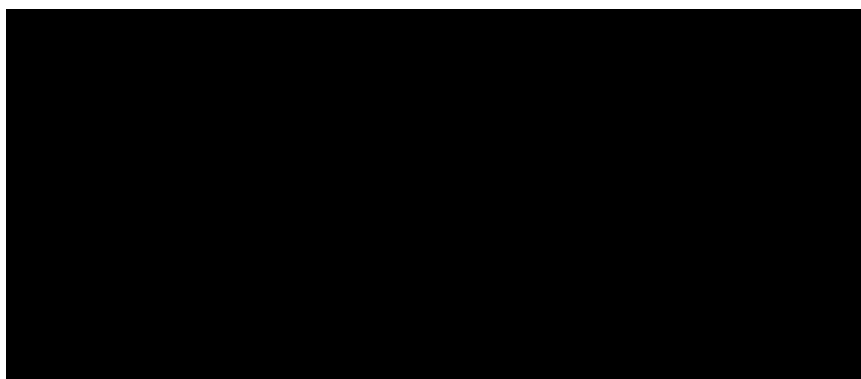
2.1.1 Correction, to the extent commercially reasonable, of any Errors, Defects or Omissions in the Licensed Software which cause it not to operate in accordance with its specifications as set forth in the Licensed Material, in the following priority:



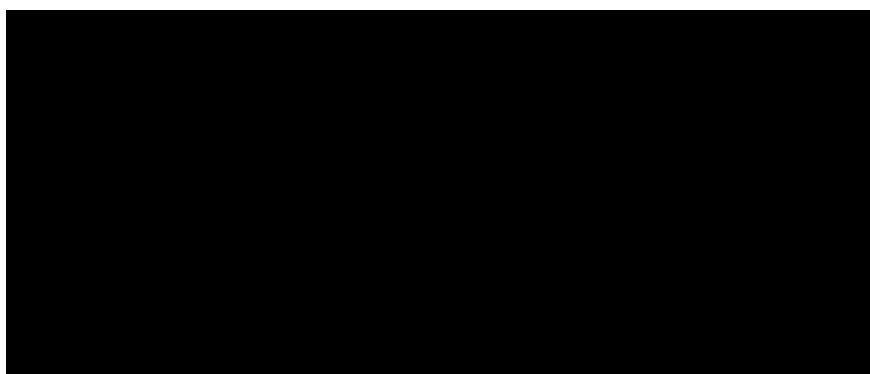
(b)



(c)



(d)



2.1.2



2.1.3



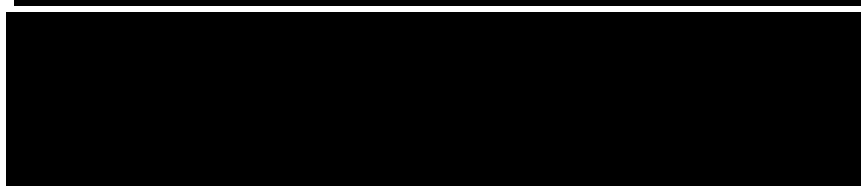
(a)



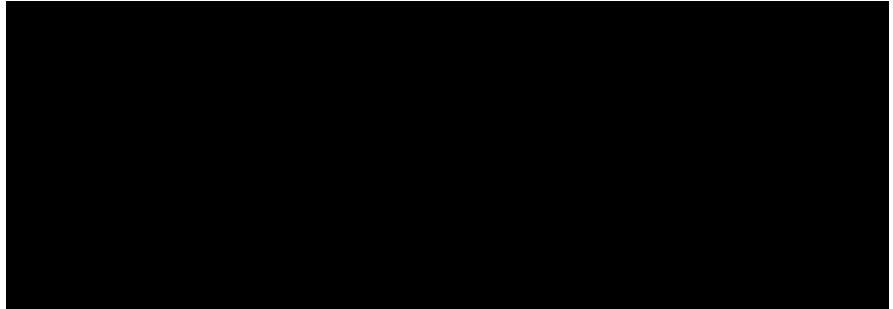
(b)



(c)

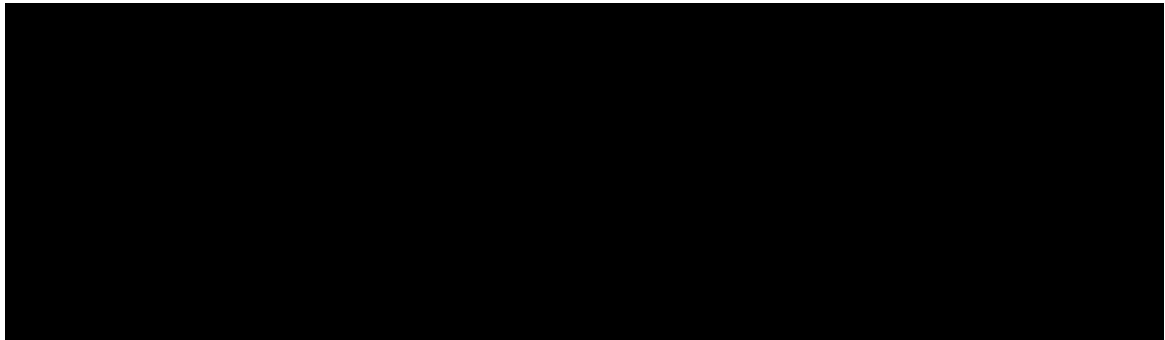


(d)



- 2.1.4 Notification and provision to the Buyer of new versions, releases, updates and enhancements to the Licensed Software as they are developed and released by the Supplier, including update solutions for known Errors, Defects and Omissions in the unaltered Licensed Software, applicable Buyer server upgrades, and related updates to the Licensed Material, in each case limited to such updates or enhancements relating to the speed, efficiency or ease of operation of the Licensed Software and specifically excluding any modification, enhancement or update relating to new features or other functionality or marketed by the Supplier as a separate Licensed Software computer program.

2.2



2.3 While it is receiving Maintenance from the Supplier, the Buyer shall:

- 2.3.1 provide the Supplier with a list of authorised representatives serving as the Buyer's Maintenance contact personnel and shall keep such list current by updating every quarter; and
- 2.3.2 implement updates, revisions, new releases or successor programs to the Licensed Software that the Supplier provides at no additional charge to all its Maintenance customers for such programs, such that the Buyer has installed a version of Licensed Software released within the prior five (5) year period.

2.4 If the Buyer's installed version of the Licensed Software was released more than five (5) years earlier, then following the expiration of the Buyer's current Maintenance term, the Supplier shall have no Maintenance obligations with respect thereto and may, at its option, decline to offer any further renewals of such Maintenance to the Buyer.

3. Availability of Software Network

3.1 The Supplier shall procure that the Software Network achieves availability of 99.99% uptime in any given Month provided that such calculation of availability does not include any unavailability that the Supplier can reasonably demonstrate is due to:

3.1.1 the Buyer or any third party's modification of the Licensed Software;

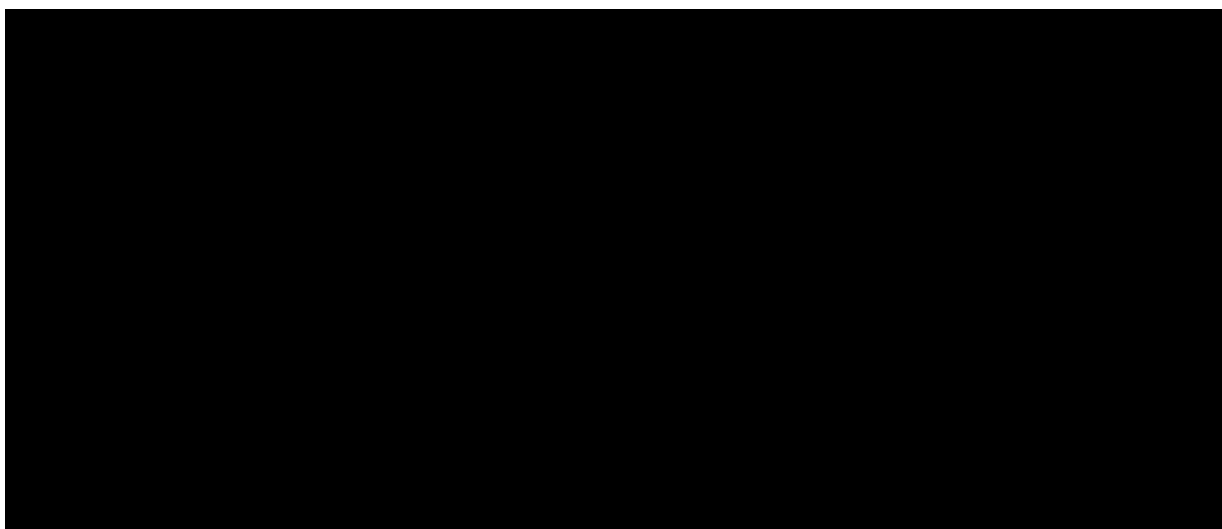
3.1.2 failures of equipment or facilities provided by the Buyer or the inability of the Buyer to access the Licensed Software due to reasons unrelated to the Software Network;

3.1.3 scheduled unavailability for software maintenance (such maintenance to be notified in advance by the Supplier and not to exceed 8 hours per Month; or

3.1.4 a Force Majeure Event.

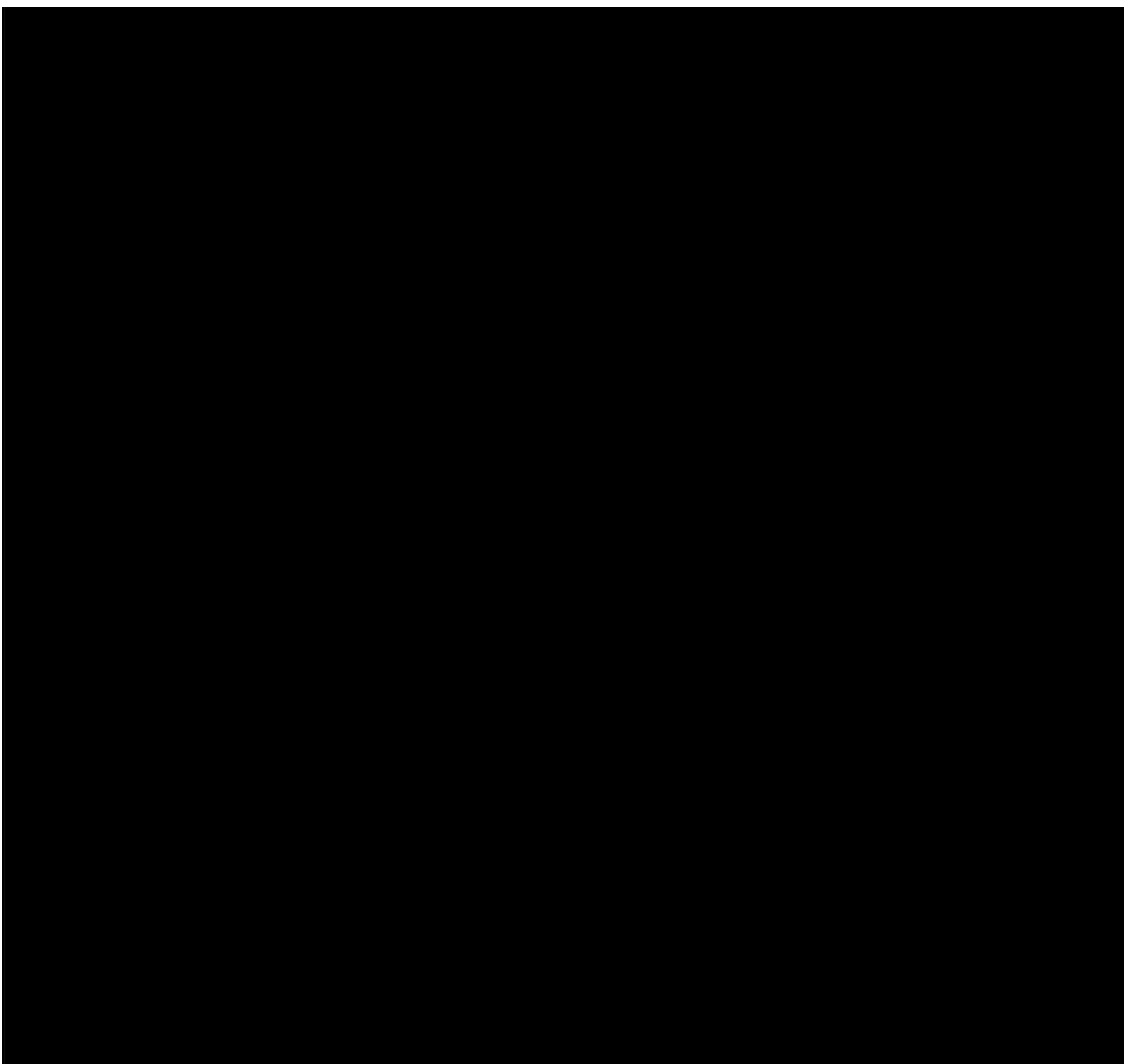
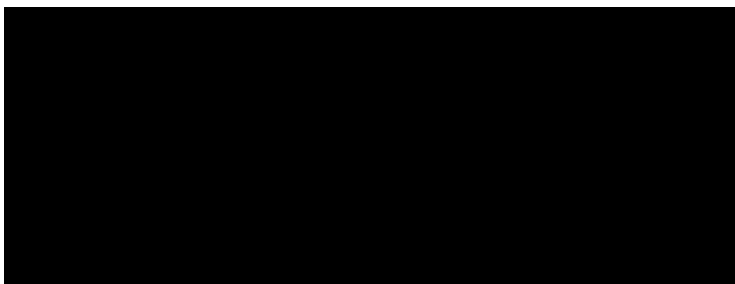
4. Service Level Targets

4.1 The table below sets out below service level targets to provide a benchmark upon which the Supplier's performance will be reviewed in accordance with Part B of this Schedule.



5. Recovery Time Objective / Recovery Point Objective

5.1 Table 1 below sets out the Supplier's commitment to recovery time and recovery point objectives, reflecting the Supplier's obligations in Paragraph 2.1.3 and the Services that the Buyer has purchased. Such objectives shall apply to any potential recovery scenario and expectations for specific scenarios are set out in Table 2. The Supplier's performance against such objectives will be reviewed in accordance with Part B of this Schedule.



Part B - Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to Paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.2.3 details of any Critical Service Level Failures;
 - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and
 - 1.2.5 such other details as the Buyer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 1.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 1.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

- 1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier for any specified Service Period.

Schedule 11 Not Used

Schedule 12 Not Used

Schedule 13 (Contract Management)

1. Definitions

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

"Operational Boards" the boards established in accordance with Paragraph 4.1 of this Schedule;

"Project Manager" the manager appointed in accordance with Paragraph 2.1 of this Schedule;

2. Project Management

2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

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

2.3 Without prejudice to Paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Project Manager

3.1 The Supplier Project Manager shall be:

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Project Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after the Buyer has received notification of the proposed change.

3.2 The Buyer may provide revised instructions to the Supplier's Project Manager in regards to the Contract and it will be the Supplier Project Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

Schedule 13 (Contract Management)

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- 3.3 Receipt of communication from the Supplier Project Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Role of the Operational Boards

- 4.1 The Operational Boards shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The members and frequency of the Operational Boards,, the location of board meetings and planned start date by which the boards shall be established are set out in Annex A to this Schedule.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
- 5.2.1 the identification and management of risks;
 - 5.2.2 the identification and management of issues; and
 - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Contract which the Buyer and the Supplier have identified.

Annex: Operational Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

Board name	Project Delivery Board (during delivery period)
Start date	December 2020
Frequency	Monthly
Location	Virtual or at a location to be confirmed by the Buyer
Buyer board members	IT Director, IT Services Lead, Operations Lead, Programme Manager, Lead Architect
Supplier board members	Operations Director, Programme Manager
Key agenda items	Review progress against delivery plan Review key risks and issues

Board name	Service Delivery Board (once in operation)
Start date	March 2021
Frequency	Monthly
Location	Virtual or at a location to be confirmed by the Buyer
Buyer board members	IT Director, IT Services Lead, Operations Lead
Supplier board members	IT Services Lead, Operations Director
Key agenda items	Review performance against SLAs Review critical issues/downtime and root cause analysis

Board name	Strategic Supplier Management
Start date	March 2021
Frequency	Quarterly
Location	Virtual or at a location to be confirmed by the Buyer

Schedule 13 (Contract Management)

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Buyer board members	IT Director, IT Services Lead, Operations Lead
Supplier board members	Account Manager, Operations Director
Key agenda items	Commercial review Buyer change roadmap Supplier product roadmap

Schedule 14 (Business Continuity and Disaster Recovery)

1. Definitions

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

"BCDR Plan"	has the meaning given to it in Paragraph 2.1 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.2.2 of this Schedule;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.2.3 of this Schedule;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;

2. BCDR Plan

2.1 No later than twenty (20) Working Days after the date on which the final Party has signed the Contract, the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:

2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and

2.1.2 the recovery of the Deliverables in the event of a Disaster.

2.2 The BCDR Plan shall be divided into three sections:

2.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;

2.2.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and

2.2.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").

- 2.3 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

- 3.1 Section 1 of the BCDR Plan shall:

- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
- 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
- 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;

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- 3.1.9 identify the procedures for reverting to "normal service";
 - 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
 - 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
 - 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
- 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.
4. **Business Continuity (Section 2)**
- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
- 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.

- 4.2 The Business Continuity Plan shall:

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- 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
- 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
- 4.2.3 specify any applicable quality standards and/or Service Levels with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
- 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Service Levels with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

- 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

6.1 The Supplier shall review the BCDR Plan:

- 6.1.1 on a regular basis and as a minimum once every six (6) Months;
- 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
- 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then

such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:

- 7.1.1 regularly and in any event not less than once in every Contract Year;
- 7.1.2 in the event of any major reconfiguration of the Deliverables; and
- 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).

- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.

- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:

- 7.5.1 the outcome of the test;
- 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
- 7.5.3 the Supplier's proposals for remedying any such failures.

- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and

re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9. Circumstances beyond your control

The Supplier shall not be entitled to relief under Clause 24 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Schedule 15 Not Used

Schedule 16 (Security)

Part A - Short Form Security Requirements

1. Definitions

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

"Breach of Security"	the occurrence of: <ul style="list-style-type: none">(a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or(b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with Paragraph 2.1;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

2. Complying with security requirements and updates to them

- 2.1 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.2 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.

2.3 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

2.4 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.

3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:

3.2.1 is in accordance with the Law and this Contract;

3.2.2 as a minimum demonstrates Good Industry Practice;

3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and

3.2.4 where specified by the Buyer in accordance with Paragraph 2.1 complies with the Security Policy and the ICT Policy.

3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

4.2.1 The Security Management Plan shall:

- (a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- (b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- (c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- (f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with the Security Policy as set out in Paragraph 2.1; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the

Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1 Within forty (40) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- (a) emerging changes in Good Industry Practice;
 - (b) any change or proposed change to the Deliverables and/or associated processes;
 - (c) where necessary in accordance with Paragraph 2.2, any change to the Security Policy;

- (d) any new perceived or changed security threats; and
 - (e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include:
 - (a) suggested improvements to the effectiveness of the Security Management Plan;
 - (b) updates to the risk assessments; and
 - (c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
 - 5.2.1 immediately use all reasonable endeavours (which shall include any action or changes reasonably required by the Buyer) necessary to:
 - (a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - (b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the

Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;

- (c) prevent an equivalent breach in the future exploiting the same cause failure; and
- (d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with Paragraph 2.1) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Schedule 17 Not Used

Schedule 18 Not Used

Schedule 19 (Cyber Essentials Scheme)

1. Definitions

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

"Cyber Essentials Scheme"	the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found at: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview
"Cyber Essentials Basic Certificate"	the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
"Cyber Essentials Certificate"	Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Award Form;
"Cyber Essential Scheme Data"	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and
"Cyber Essentials Plus Certificate"	the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.

2. What Certification do you need

- 2.1 Where the Award Form requires that the Supplier provide a Cyber Essentials Certificate, the Supplier shall provide a valid Cyber Essentials Certificate to the Buyer by no later than the date on which the final Party has signed the Contract. Where the Supplier fails to comply with this Paragraph 2.1 the Buyer may prohibit it from commencing the provision of Deliverables under the Contract until such time as the Supplier has evidenced to the Buyer its compliance with this Paragraph 2.1.

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- 2.2 Where the Supplier continues to Process Cyber Essentials Scheme Data during the Contract Period of the Contract the Supplier shall deliver to the Buyer evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.
- 2.3 Where the Supplier is due to Process Cyber Essentials Scheme Data after the Start Date of the Contract but before the end of the Contact Period, the Supplier shall deliver to the Buyer evidence of:
 - 2.3.1 a valid and current Cyber Essentials Certificate before the Supplier Processes any such Cyber Essentials Scheme Data; and
 - 2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Paragraph 2.1.
- 2.4 In the event that the Supplier fails to comply with Paragraphs 2.2 or 2.3 (as applicable), the Buyer reserves the right to terminate this Contract for material Default.
- 2.5 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under this Contract in respect of the Cyber Essentials Scheme under Paragraph 2.1 of this Schedule.
- 2.6 This Schedule shall survive termination or expiry of this Contract.

Schedule 20 (Processing Data)

1. Status of the Controller

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA. A Party may, in connection with a Contract, act as:

- 1.1.1 "Controller" in respect of the other Party who is "Processor";
- 1.1.2 "Processor" in respect of the other Party who is "Controller";
- 1.1.3 "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (Processing Personal Data) which scenario they think shall apply in each situation.

2. Where one Party is Controller and the other Party its Processor

- 2.1 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (Processing Personal Data) by the Controller.
- 2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 2.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
- 2.3.1 a systematic description of the envisaged Processing and the purpose of the Processing;
 - 2.3.2 an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - 2.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 2.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

2.4 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

2.4.1 Process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

2.4.2 ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 18.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:

- (a) nature of the data to be protected;
- (b) harm that might result from a Personal Data Breach;
- (c) state of technological development; and
- (d) cost of implementing any measures;

2.4.3 ensure that:

- (a) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (Processing Personal Data));
- (b) it uses all reasonable endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this Schedule, Clauses 18 (Data protection), 19 (What you must keep confidential) and 20 (When you can share information);
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;

- 2.4.4 not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (a) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or DPA 2018 Section 75) as determined by the Controller;
 - (b) the Data Subject has enforceable rights and effective legal remedies;
 - (c) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (d) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
- 2.4.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 2.5 Subject to Paragraph 2.6 of this Schedule, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- 2.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 2.5.2 receives a request to rectify, block or erase any Personal Data;
 - 2.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 2.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - 2.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 2.5.6 becomes aware of a Personal Data Breach.

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- 2.6 The Processor's obligation to notify under Paragraph 2.5 of this Schedule shall include the provision of further information to the Controller, as details become available.
- 2.7 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 2.5 of this Schedule (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - 2.7.1 the Controller with full details and copies of the complaint, communication or request;
 - 2.7.2 such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 2.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 2.7.4 assistance as requested by the Controller following any Personal Data Breach; and/or
 - 2.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 2.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - 2.8.1 the Controller determines that the Processing is not occasional;
 - 2.8.2 the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - 2.8.3 the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 2.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 2.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 2.11 Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:

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- 2.11.1 notify the Controller in writing of the intended Subprocessor and Processing;
 - 2.11.2 obtain the written consent of the Controller;
 - 2.11.3 enter into a written agreement with the Subprocessor which give effect to the terms set out in this Schedule such that they apply to the Subprocessor; and
 - 2.11.4 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 2.12 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 2.13 The Buyer may, at any time on not less than 30 Working Days' notice, revise this Schedule by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 2.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 3. Independent Controllers of Personal Data**
- 3.1 With respect to Personal Data provided by one Party to another Party for which each Party acts as Independent Controller, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 3.2 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 3.3 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 3.1 of this Schedule above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 3.4 The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- 3.5 The Parties shall only provide Personal Data to each other:
 - 3.5.1 to the extent necessary to perform their respective obligations under the Contract;

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- 3.5.2 in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
 - 3.5.3 where it has recorded it in Annex 1 (Processing Personal Data).
- 3.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
- 3.7 A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
- 3.8 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("**Request Recipient**"):
 - 3.8.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - 3.8.2 where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (b) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 3.9 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:

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- 3.9.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - 3.9.2 implement any measures necessary to restore the security of any compromised Personal Data;
 - 3.9.3 work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - 3.9.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 3.10 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (Processing Personal Data).
- 3.11 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (Processing Personal Data).
- 3.12 Notwithstanding the general application of Paragraphs 2.1 to 2.14 of this Schedule to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 3.1 to 3.11 of this Schedule.

Annex 1 - Processing Personal Data

1. This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.
 - 1.1 The contact details of the Buyer's Data Protection Officer are:
[REDACTED]
 - 1.2 [REDACTED] contact details of the Supplier's Data Protection Officer are: [REDACTED]
[REDACTED], Global Data Privacy Officer; Email:
[REDACTED]
 - 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
 - 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Paragraph 2 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">• Pseudonymised personal identifiers in form of barcodes, plus positive or negative test result. Supplier will have no ability to link this test result information to an individual.• Buyer system user information, including name and role. <p>The Supplier is Controller and the Buyer is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Paragraph 2 of the following Personal Data:</p> <ul style="list-style-type: none">• None <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">• Business contact details of Supplier Personnel for which the Supplier is the Controller• Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance

Schedule 20 (Processing Data)

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	of the Buyer's duties under the Contract) for which the Buyer is the Controller
Duration of the Processing	User information will be required for lifetime of this asset. This is currently assumed to be 1-2 years but contract and lifetime of Supplier System may be extended.
Nature and purposes of the Processing	Test barcode data plus test result will be processed within this system, however this system will not contain any personally identifiable information and 'matching' of patient tests will be done outside of this system. The supplier has no involvement in this matching process and will have no access to the data required to do this. User information is captured to enable identification of users operating the system for audit purposes.
Type of Personal Data	User set-up will capture forename, surname and role Barcode and test results
Categories of Data Subject	Buyer staff Members of the public who have been tested
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	User information will be required for lifetime of this asset. This is currently assumed to be 1-2 years but contract and lifetime of Supplier system may be extended.

Annex 2: Not Used

Schedule 21 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 28 of the Core Terms (Changing the contract)

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

Schedule 21 (Variation Form)

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	Additional cost due to variation:	£ [insert] amount]
	New Contract value:	£ [insert] amount]

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

Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

Schedule 22 (Insurance Requirements)

1. The insurance you need to have

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

2. How to manage the insurance

Without limiting the other provisions of this Contract, the Supplier shall:

- 2.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
- 2.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
- 2.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Buyer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

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

5. Making sure you are insured to the required amount

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

6. Cancelled Insurance

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

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or the Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of the Contract or the Deliverables, the Supplier shall

Schedule 22 (Insurance Requirements)

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co-operate with the Buyer and assist it in dealing with such claims including providing information and documentation in a timely manner.

- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Buyer) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Annex: Required Insurances

1. The Supplier shall hold the following insurance cover from the Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000);
 - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000); and
 - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000).

Schedule 23 Not Used

Schedule 24 Not Used

Schedule 25 (Rectification Plan)

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

Schedule 25 (Rectification Plan)

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

Schedule 26 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf

- 1.2 The Buyer expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, the Buyer expects its suppliers and subcontractors to comply with the standards set out in this Schedule.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under the Contract in a way that seeks to:

- 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
- 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

3.1 The Supplier:

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

allegation of slavery or human trafficking offenses anywhere around the world;

- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world;
- 3.1.6 shall have and maintain throughout the term of the Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Contract;
- 3.1.8 shall prepare and deliver to the Buyer, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors; and
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 provide all workers with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;

- 4.1.4 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;by individuals and by the Supplier Staff as a whole;

5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

- 5.3.1 this is allowed by national law;
- 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
- 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
- 5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Schedule 27 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Contract to the Key Subcontractors set out in the Award Form.
- 1.2 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph 1.4. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Award Form. The Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.2.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.2.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.2.3 the proposed Key Subcontractor employs unfit persons.
- 1.3 The Supplier shall provide the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.3.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.3.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.3.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.3.4 the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Contract Period; and
 - 1.3.5 (where applicable) Credit Rating Threshold (as defined in Schedule 24 (Financial Distress)) of the Key Subcontractor.
- 1.4 If requested by the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.3, the Supplier shall also provide:

Schedule 27 (Key Subcontractors)

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- 1.4.1 a copy of the proposed Key Sub-Contract; and
- 1.4.2 any further information reasonably requested by the Buyer.
- 1.5 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.5.1 provisions which will enable the Supplier to discharge its obligations under the Contract;
 - 1.5.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;
 - 1.5.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.5.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer;
 - 1.5.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Contract in respect of:
 - (a) the data protection requirements set out in Clause 18 (Data protection);
 - (b) the FOIA and other access request requirements set out in Clause 20 (When you can share information);
 - (c) the obligation not to embarrass the Buyer or otherwise bring the Buyer into disrepute;
 - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.5.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 14.4 (When the Buyer can end the Contract) and 14.5 (What happens if the contract ends) of this Contract;
 - 1.5.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer; and

Schedule 27 (Key Subcontractors)

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- 1.6 The Supplier shall not terminate or materially amend the terms of any Key Sub-Contract without the Buyer's prior written consent, which shall not be unreasonably withheld or delayed.

Schedule 28 (ICT Services)

1. Definitions

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

"Buyer Software"	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
"ICT Environment"	the Buyer System and the Supplier System;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"New Release"	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
"Operating Environment"	<p>means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:</p> <p>a) the Deliverables are (or are to be) provided; or</p> <p>b) the Supplier manages, organises or otherwise directs the provision or the use of the</p>

Deliverables; or

- c) where any part of the Supplier System is situated;

"Quality Plans" has the meaning given to it in Paragraph 6.1 of this Schedule; and

"Supplier System" the information and communications technology system used by the Supplier in supplying the Deliverables, including the Licensed Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System).

2. When this Schedule should be used

This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Deliverables.

3. Buyer due diligence requirements

- 3.1 The Supplier shall satisfy itself of all relevant details, including details relating to the following:

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

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

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

4. Licensed Software warranty

The Supplier represents and warrants that it has and shall continue to have all necessary rights in and to the Licensed Software and the Licensed Materials made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;

5. Provision of ICT Services

The Supplier shall:

- 5.1 ensure that the release of any new Licensed Software complies with the interface requirements of the Buyer and (except in relation to upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new Licensed Software or upgrade;
- 5.2 ensure that the Licensed Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Licensed Software and perform in all material respects in accordance with the relevant specification;
- 5.3 ensure that the Supplier System will be free of all encumbrances;
- 5.4 ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract; and
- 5.5 minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables.

6. Standards and Quality Requirements

- 6.1 The Supplier shall develop, in the timescales specified in the Award Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2 The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3 Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4 The Supplier shall ensure that the Supplier Personnel shall at all times during the Contract Period:

- 6.4.1 be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
- 6.4.2 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
- 6.4.3 obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7. ICT Audit

The Supplier shall allow any auditor access to the Supplier premises to:

- 7.1 inspect the ICT Environment and the wider service delivery environment (or any part of them);
- 7.2 review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing; and
- 7.3 review the Supplier's quality management systems including all relevant Quality Plans.

8. Malicious Software

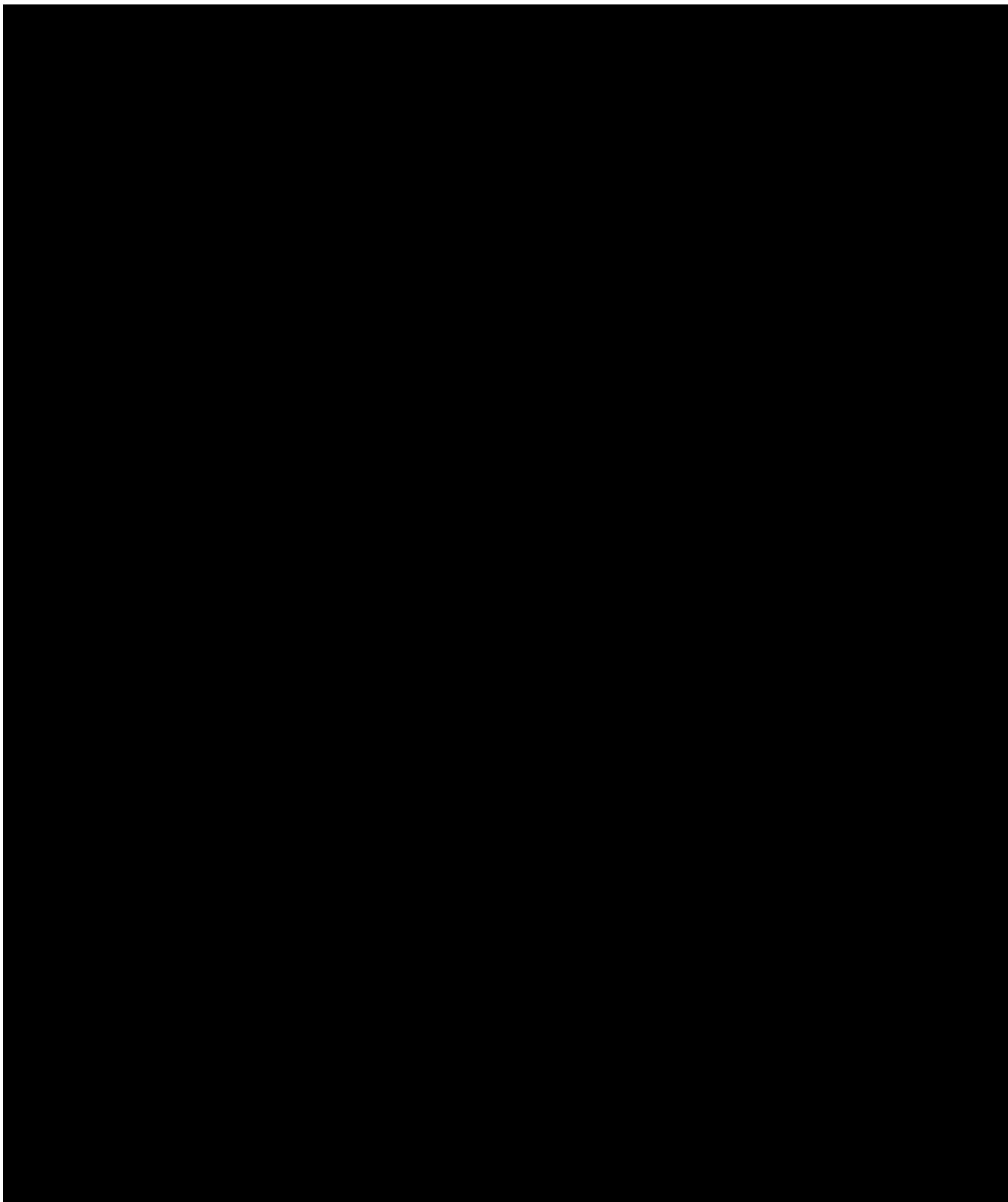
- 8.1 The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 8.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 8.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 8.2 shall be borne by the Parties as follows:
 - 8.3.1 by the Supplier, where the Malicious Software originates from the Supplier's software, the third party software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
 - 8.3.2 by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

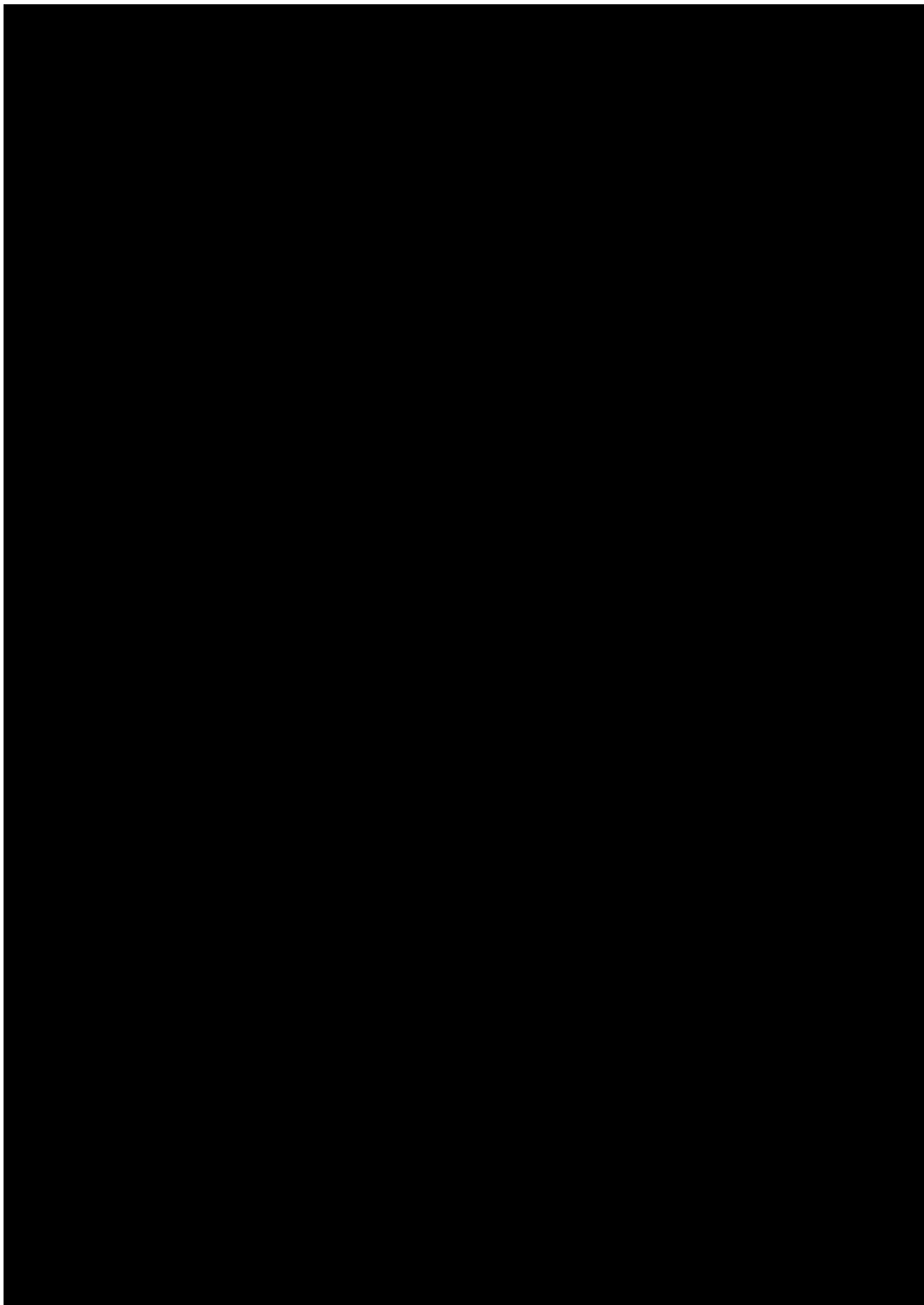
9. Supplier-Furnished Terms

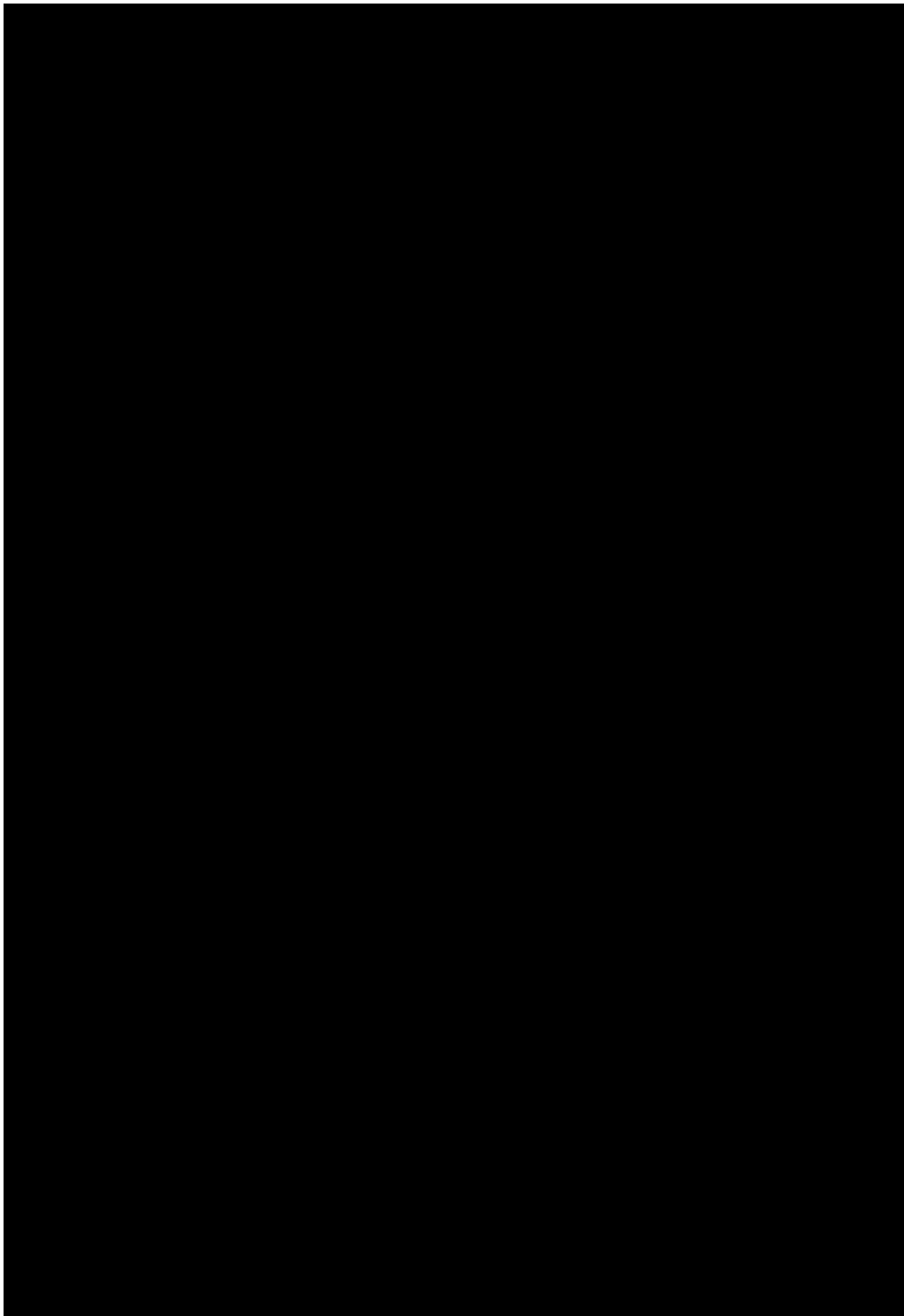
9.1 Licence Terms

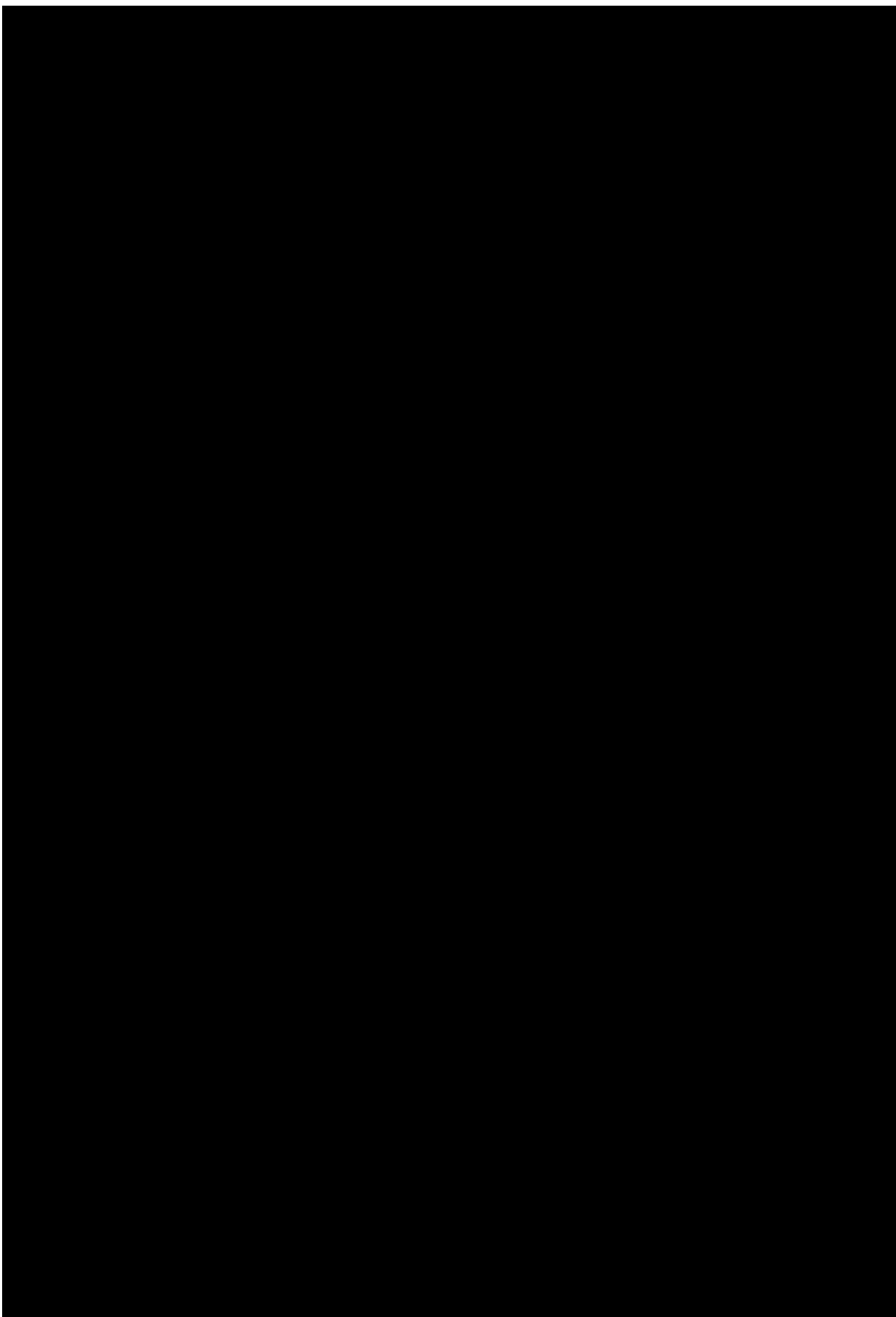
Terms for the Licensed Software and the Licensed Materials are detailed in the Appendix to this Schedule.

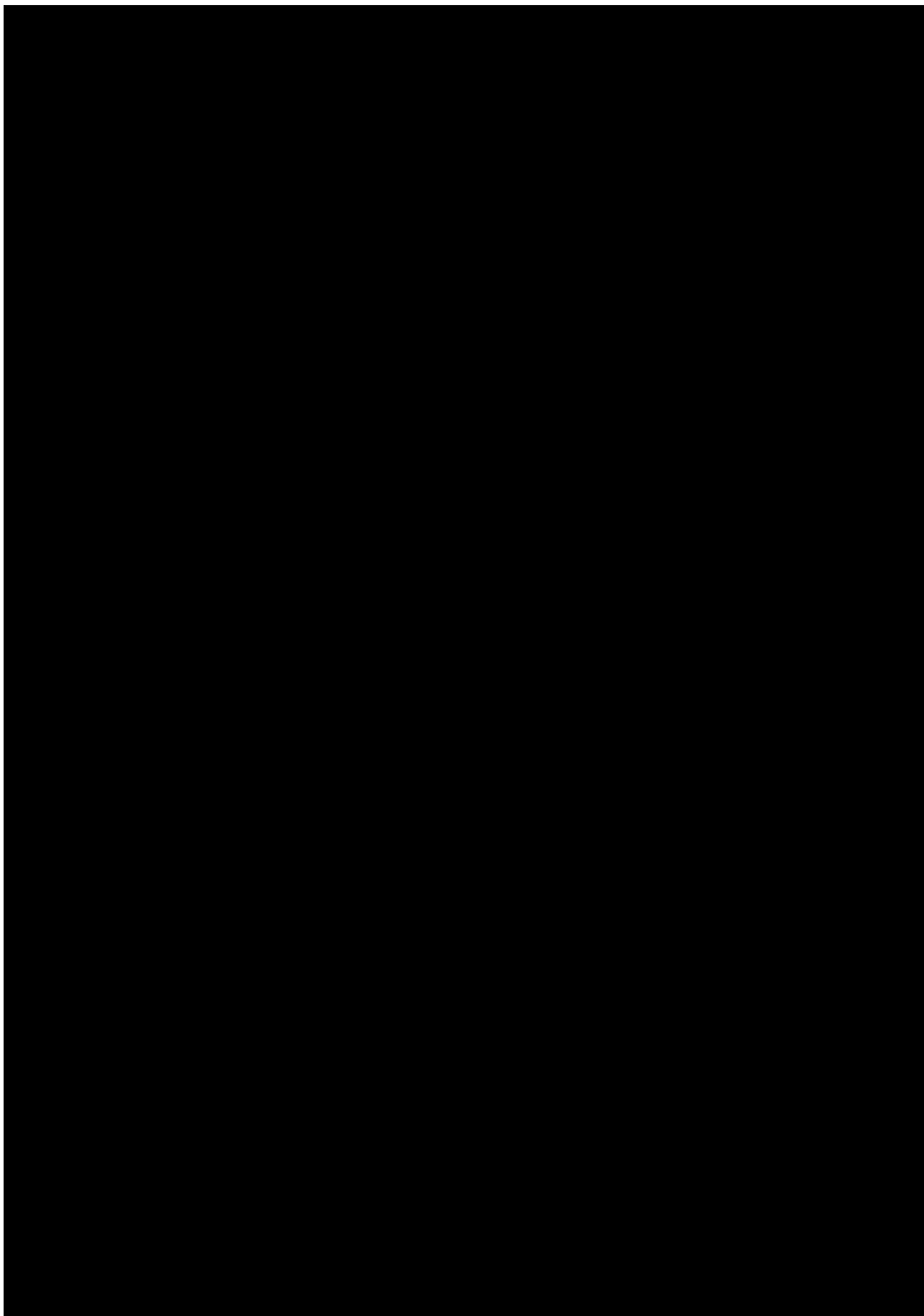
Appendix – Licence Terms

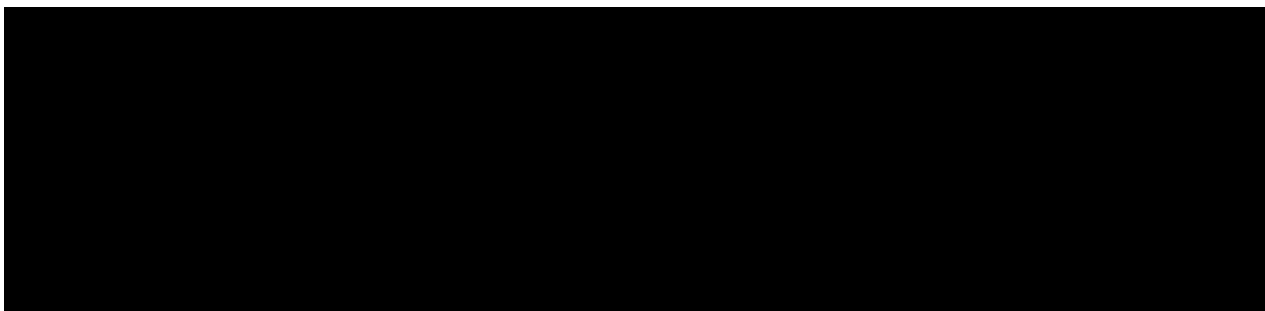












ANNEX

LICENCED SOFTWARE AND LICENSED MATERIALS

Item	Qty	Description
1	Up to [REDACTED]	SampleManager [REDACTED]

Schedule 29 (Key Supplier Staff)

1. Key Supplier Staff

- 1.1 The Annex 1 to this Schedule lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date ("**Key Staff**").
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any and all Key Roles are filled at all times during the Contract Period;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Annex 1- Key Roles

Key Role	Key Staff	Contract Details
Account Lead		
Programme Manager		
Project Manager England Site		
Project Manager Scotland site		
Product Lead		
Lead Architect		
IT Services Lead		
Testing Lead		

Schedule 30 (Exit Management)

1. Definitions

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

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule; and
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

- 2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall promptly:
 - 2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("Registers").

2.3 The Supplier shall:

- 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
- 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the **"Exit Information"**).
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in

Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4.3 The Exit Plan shall set out, as a minimum:

- 4.3.1 how the Exit Information is obtained;
- 4.3.2 a mechanism for dealing with partial termination on the assumption that the Supplier will continue to provide the remaining Deliverables under this Contract;
- 4.3.3 the management structure to be employed during the Termination Assistance Period;
- 4.3.4 a detailed description of both the transfer and cessation processes, including a timetable;
- 4.3.5 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
- 4.3.6 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
- 4.3.7 the scope of Termination Assistance that may be required for the benefit of the Buyer (including which services set out in Annex 1 are applicable);
- 4.3.8 how Termination Assistance will be provided, including a timetable and critical issues for providing Termination Assistance and what, if any, charges would be payable;
- 4.3.9 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
- 4.3.10 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- 4.3.11 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- 4.3.12 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;

- 4.3.13 proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.14 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.15 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 The Supplier shall:
- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period; and
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
 - 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.
- 5. Termination Assistance**
- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
- 5.1.1 the nature of the Termination Assistance required; and

- 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.3 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
 - 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer; and
 - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

7.2.1 cease to use the Government Data;

7.2.2 vacate any Buyer Premises;

7.2.3 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

7.2.4 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

(a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and

(b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 On partial termination, termination, expiry or at the end of the Termination Assistance Period, each Party must return (or destroy or delete as requested) all Confidential Information of the other Party and will certify that it does not retain any such Confidential Information except to the extent that this is necessary for providing or receiving either the Deliverables or Termination Assistance or for statutory compliance purposes.

7.4 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-Contracts and Software

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

8.2.2 which, if any, of:

(a) the Exclusive Assets that are not Transferable Assets; and

(b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

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- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
- 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 23 (Other people's rights in the Contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Annex 1: Scope of termination assistance

1. The Buyer may specify that any of the following services will be provided by the Supplier as part of its Termination Assistance:
 - 1.1 notifying the Subcontractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
 - 1.2 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Buyer and/or the Replacement Supplier after the end of the Termination Assistance Period;
 - 1.3 providing details of work volumes and staffing requirements over the 12 Months immediately prior to the commencement of Termination Assistance;
 - 1.4 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Deliverables and re-writing and implementing these during and for a period of 12 Months after the Termination Assistance Period;
 - 1.5 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Deliverables and re-writing and implementing these such that they are appropriate for the continuation of provision of the Deliverables after the Termination Assistance Period;
 - 1.6 agreeing with the Buyer an effective communication strategy and joint communications plan which sets out the implications for Supplier Staff, Buyer staff, customers and key stakeholders;
 - 1.7 agreeing with the Buyer a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;
 - 1.8 providing an information pack listing and describing the Deliverables for use by the Buyer in the procurement of the Replacement Deliverables;
 - 1.9 answering all reasonable questions from the Buyer and/or the Replacement Supplier regarding the Deliverables;
 - 1.10 agreeing with the Buyer and/or the Replacement Supplier a plan for the migration of the Government Data to the Buyer and/or the Replacement Supplier;
 - 1.11 providing access to the Buyer and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding 6 Months afterwards for the purpose of the smooth transfer of the provision of the Deliverables to the Buyer and/or the Replacement Supplier;

- 1.11.1 to information and documentation relating to the Deliverables that is in the possession or control of the Supplier or its Subcontractors (and the Supplier agrees and will procure that its Subcontractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
 - 1.11.2 following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Staff who have been involved in the provision or management of the provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors, including those employees filling the relevant Key Personnel positions and Key Personnel with specific knowledge in respect of the Exit Plan;
- 1.12 knowledge transfer services, including:
 - 1.12.1 making available to the Buyer and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff as are nominated by the Buyer (acting reasonably) at the time of termination or expiry;
 - 1.12.2 transferring all training material and providing appropriate training to those Buyer and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Deliverables;
 - 1.12.3 providing as early as possible for transfer to the Buyer and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Deliverables which may, as appropriate, include information, records and documents;
 - 1.12.4 providing the Supplier and/or the Replacement Supplier with access to sufficient numbers of the members of the Supplier Staff or Subcontractors' personnel of suitable experience and skill and as have been involved in the design, development, provision or management of provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors; and
 - 1.12.5 allowing the Buyer and/or the Replacement Supplier to work alongside and observe the performance of the Services by the Supplier at its facilities used to fulfil the Services (subject to compliance by the Buyer and the Replacement Supplier with any applicable security and/or health and safety restrictions).
- 1.13 The Supplier will:
 - 1.13.1 provide a documented plan relating to the training matters referred to in Paragraph 1.12 for agreement by the Buyer at the time of termination or expiry of this Agreement; and

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- 1.13.2 co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.7, providing skills and expertise of a suitable standard.
- 1.14 To facilitate the transfer of knowledge from the Supplier to the Buyer and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services to the operations staff of the Buyer and/or the Replacement Supplier.
- 1.15 The information which the Supplier will provide to the Buyer and/or the Replacement Supplier pursuant to Paragraph 1.12 shall include:
 - 1.15.1 copies of up-to-date procedures and operations manuals;
 - 1.15.2 product information;
 - 1.15.3 agreements with third party suppliers of goods and services which are to be transferred to the Buyer and/or the Replacement Supplier; and
 - 1.15.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Buyer pursuant to this Schedule,and such information shall be updated by the Supplier at the end of the Termination Assistance Period.
- 1.16 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and suppliers) of the Replacement Supplier and/or the Buyer access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:
 - 1.16.1 any such agent or personnel (including employees, consultants and suppliers) having such access to any Sites shall:
 - (a) sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and
 - (b) during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Buyer deems reasonable; and
 - 1.16.2 the Buyer and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.