

From: **THE MINISTER FOR THE CABINET OFFICE**
as represented by the Government Digital Service
a division of the Cabinet Office
The White Chapel Building
10 Whitechapel High St
London E1 8QS

To: **DIGIDENTITY BV**
Waldorpstraat 13F
The Hague
The Netherlands
2521 CA

23 April 2021

GOV.UK Verify: Change Notice ALL.2021.001.NMC
Extension and Variation of the Fifth and Sixth Call Off Contracts

1. Introduction and interpretation

1.1 We refer to and note:

- (A) the framework agreement relating to the GOV.UK Verify Programme (“**Verify**”) which was entered into between the Minister for the Cabinet Office, as represented by the Government Digital Service, a division of the Cabinet Office (the “**Authority**”, “**we**” or “**us**”) and Digidentity BV (the “**Provider**” or “**you**”, and together with us the “**Parties**”) dated 24 March 2015 and expired on 23 March 2019 (as previously amended, the “**Framework Agreement**”);
- (B) the Fifth Call-Off between the Authority and the Provider relating to the provision of LOA1 Services (which incorporates the terms contained in the Framework Agreement); and
- (C) the Sixth Call-Off between the Authority and the Provider relating to the provision of LOA2 Services (which incorporates the terms contained in the Framework Agreement).

(collectively the “**Call Off Contracts**”)
- (D) the Exceptional Circumstances Amendment to the Call Off Contracts entered into on 3rd April 2020 in which the Authority agreed to:
 - (i) increase the price payable for LoA2 Services to [REDACTED] until 23rd March 2021; and
 - (ii) undertake a review of the prices to be paid to the Provider from 24th March 2021.
- (E) that the Authority wishes to extend the Call Off Contracts for a short period to allow the Authority sufficient time to re-procure the identity provider contracts supporting the GOV.UK Verify Programme. The duration of the contract extension is constrained by the Authority’s procurement law obligations under the Public Contracts Regulations 2015.

1.2 Clause 1 (*Definitions and Interpretation*) of the Framework Agreement (as incorporated into the Call-Offs) shall, unless otherwise indicated in this Change Notice apply to this Change Notice.

1.3 References to “**Clauses**” and “**Schedules**” are to clauses and schedules of the Framework Agreement (as incorporated into the Call-Offs) unless otherwise stated.

- 1.4 This letter is a Change Notice pursuant to Clause 4.1 of Schedule 8 (*Change Control*) of the Framework Agreement (as incorporated into the Call-Offs).
- 1.5 Except as expressly set out herein, this letter shall be without prejudice to, and shall not amount to a waiver of, any rights or remedies of the Authority or the Provider.

2. Summary of the Controlled Change

- 2.1 The Parties have agreed to extend and vary the terms of the Fifth Call Off and the Sixth Call Off by:
- A. extending the Issuance Periods (during which the Provider will continue to create new digital identities to the required level of assurance).
 - B. Increasing the prices payable for the First Assurance of a New User's identity to the LoA1 and LoA2 levels of assurance.
 - C. Clarifying the parties' respective rights and obligations with respect to Non-GOV.UK Verify Activities during the term of the Call Off Contracts and thereafter.
 - D. Making provision for the transfer of copies of the user data and trust from the Provider to the Authority before the end of the Call Off Contracts.
- 2.2 This Change Notice:
- A. is dated **23** April 2021
 - B. relates to a Non-Material Change which does not make a fundamental change in the way in which the Provider provides its Services
 - C. has a reference number ALL.2021.001.NMC
 - D. takes effect on 24th March 2021 ("**Effective Date**")

3. The Controlled Changes

- 3.1 The parties agree to vary the Call Off Contracts as set out in this Section 3.
- 3.2 The Call Off Contracts are amended to include the following terms and expressions used in this Change Notice:

"Data Transfer Facility"	infrastructure and processes which will enable the transfer of copies of the Transferable User Data and User Trust (with the User's Informed Consent) to the Authority or a Replacement Provider so as to enable the User to rely on the Transferable Data and User Trust when seeking to authenticate their identity with the Authority or the Replacement Provider (as the case may be);
"Development Work"	means the discovery and development work to enable the transfer of copies of the Transferable User Data and User Trust as described in clause 3.11;
"DL Evidence Checking Services"	<p>means the Evidence Checking Services based on a driving licence check provided by:</p> <ul style="list-style-type: none">(a) the DVLA; or(b) the Driver & Vehicle Agency, an agency of the Northern Ireland Department for Infrastructure <p>both Authoritative Sources for the purposes of Schedule 3(a) (Authority Responsibilities) of the Framework Agreement;</p>

“Extended IP End Date”	means 22nd April 2022;
“HMPO”	Her Majesty’s Passport Office;
“HMPO Evidence Checking Services”	means the Evidence Checking Services based on a passport check as described in Schedule 3 (Authority Responsibilities), Annex 2 (Passports) of the Framework Agreement;
“Replacement Provider”	means any replacement provider appointed by the Authority from time to time to provide identity assurance services in connection with the GOV.UK Verify Programme or any replacement for the GOV.UK Verify Programme;
“Transferable User Data”	means the copies of the User Data which will be transferred to the Authority via the Data Transfer Facility;
“User Accounts”	means the digital identity accounts created by the Provider under the Call Off Contracts
“User Data”	means User data obtained and held by Digidentity in connection with a User to establish the User’s identity in accordance with the IPV Operations Manual and includes any attributes and metadata held by Digidentity;
“User Trust”	means the trust derived from the Transferrable User Data that the User is who they claim to be.

Extension of Issuance Periods

- 3.3 The Issuance Period under the Fifth Call is extended until the Extended IP End Date. For the avoidance of doubt, the Continuing Assurance Period shall commence immediately following the Extended IP End Date.
- 3.4 The Issuance Period under the Sixth Call Contract is extended until the Extended IP End Date. For the avoidance of doubt, the Continuing Assurance Period shall commence immediately following the Extended IP End Date.

Price Increases for First Assurance of Identities to LoA1 and LoA2

- 3.5 With effect from the Effective Date until the end of the Call Off Contracts:
- A. The price payable for the First Assurance of a New User’s identity to LoA1 shall be increased to [REDACTED]; and
 - B. The price payable for the First Assurance of a New User’s identity to LoA2 shall be

increased to £6.50

and the Call Off Contracts (and Annexes 1 and 2 of Schedule 6 (Charges Structure and Invoicing) of the Framework Agreement shall be deemed to be amended accordingly.

3.6 For the avoidance of doubt:

- A. Nothing in clause 3.5 affects the prices payable for a Subsequent Assurance of a User's identity to LoA1 or LoA2, which are fixed at [REDACTED] per LoA1 identity and [REDACTED] per LoA2 identity.
- B. The revised prices shall apply irrespective of volumes and accordingly Table 2 of Annex 1 and Table 2 of Annex 2 of Schedule 6 (Charges Structure and Invoicing) of the Framework Agreement shall be disapplied.

Non-GOV.UK Verify Activities

3.7 In accordance with Schedule 14, paragraph 1.2 of the Framework Agreement the parties acknowledge and agree that with effect from the Effective Date, the Provider may engage in Non-GOV.UK Verify Activities in respect of User Accounts created using, or in reliance on, the HMPO Evidence Checking Services subject to the following conditions:

- A. Such use of the HMPO Evidence Checking Services in relation to Non-GOV.UK Verify Activities is undertaken for the purposes of prevention or detection of crime;
- B. The Provider shall comply with its obligations under clause 13.8(d) of the Framework Agreement to obtain Informed Consent of Users to the Processing of Personal Data in connection with the provision of Non-GOV.UK Verify Activities. As part of the process of obtaining Informed Consent, the Provider must inform the User, where applicable, that their Personal Data will be used to conduct checks using the HMPO Evidence Checking Service to enable them to access private as well as public sector services;
- C. The Provider shall comply with and be bound by the terms relating to Non-GOV.UK Verify Activities set out in clause 13 and Schedules 14 (Non-Gov.UK Verify Activities) and 15 (Prohibited Conduct), save that:
 - a. Clause 13.8(a), (e) and (f) shall not apply;
 - b. Clause 13.9 shall be amended by adding to the end "*subject to redaction of commercially sensitive terms*"; and
 - c. Schedule 14, paragraph 4 (Marketing of the Verify Brands) shall not apply and the Provider shall have no rights to use the Verify Brands or the Authority Logo in connection with the Non-GOV.UK Verify Activities except as specified in clause 3.7D;
- D. For the avoidance of doubt, Clause 13 and Schedule 14 do not prohibit the Provider to inform Users about the Verify origin of a User Account or refer Users to their "Verify Account" or "Verify Identity" as part of the process of obtaining Informed Consent to use, update or validate their Personal Data. The Provider shall not otherwise use the Verify Brands or the Authority Logo in connection with Non-GOV.UK Verify Activities;
- E. For the avoidance of doubt Schedule 14 clause 1.1(e) does not prohibit the Provider to participate in any public tender for the provision of Non-GOV.UK Verify Activities to any HMG Service Provider, Authorised Service Provider or Central Government Body in connection with any Non-Gov.UK Verify Activities, and the Provider's right to participate in any such tender is not subject to the Authority's prior written consent.
- F. For the avoidance of doubt (and without limiting any other term of the Call Off Contracts) neither the Authority nor HMPO shall have any liability in connection with any reliance placed by the Provider on a Response in connection with Non-GOV.UK Verify Activities either during the term of the Call Off Contracts or following their expiration.
- G. The parties shall engage with HMPO and agree an approach to the treatment of ageing passport data and the Provider shall comply with the HMPO requirements in

respect of this issue.

H. The Provider shall be entitled to engage in Non-GOV.UK Verify Activities following the expiration of the Call Off Contracts subject to the applicable conditions in clause 3.7 (to the extent that they apply by virtue of clauses 3.7, 3.7J, 3.8 and 3.8A as the case may be) ("the Applicable Conditions") continuing to apply. The Applicable Conditions shall survive termination of the Call Off Contracts and clause 36.1(a) of the Framework Agreement is amended accordingly;

I. For the avoidance of doubt clause 36.3(b) of the Framework Agreement shall be amended by adding to the end of that clause "To be clear, the Parties agree that it shall be appropriate for the Provider to retain Personal Data following the expiration of the Call Off Contracts in order to exercise its rights subject to and in accordance with clause 3.7, 3.8, 3.8A and 3.9 of this Change Notice".

J. For the avoidance of doubt, User Accounts created using the HMPO Evidence Checking Service that can no longer rely on trust or confidence gained by that account from the HMPO Evidence Checking Services may be used in providing Non-GOV.UK Verify Activities subject to and in accordance with the conditions in clause 3.7B, C, D, E, F, H and I provided that any level of trust or confidence gained by that account from use or reliance on the HMPO Evidence Checking Service be removed prior to any such use.

3.8 For the avoidance of doubt, User Accounts created entirely using, or in reliance on any evidence other than that obtained from the Evidence Checking Services may be used in providing Non-GOV.UK Verify Activities without approval from the Authority subject to and in accordance with the conditions in clause 3.7 B, C, D, E, F, H and I.

3.8A The Provider may not engage in Non-GOV.UK Verify Activities in respect of User Accounts created using, or in reliance on, a DL Evidence Checking Service. For the avoidance of doubt, User Accounts created using a DL Evidence Checking Service may be used in providing Non-GOV.UK Verify Activities subject to and in accordance with the conditions in clause 3.7B, C, D, E, F, H and I provided that any level of trust or confidence gained by that account from use or reliance on the DL Evidence Checking Service be removed prior to any such use.

3.9 The Provider releases the Authority from any and all liability or further commitments arising in connection with Non-GOV.UK Verify Activities, including but not limited to any actual or alleged assertion, representation or commitment that the Authority would enable Non-GOV.UK Verify Activities in respect of User Accounts created using a DL Evidence Checking Service.

Migration of Transferable User Data and User Trust to the Authority

3.10 The Provider shall work with the Authority to put in place a Data Transfer Facility in relation to Transferable User Data and User Trust held in the User Accounts. The Data Transfer Facility shall, as a minimum:

- A. where a User has sought to access a Government Service, enable the Authority to send a request to the Provider to allow that User to log in to their account with the Provider and provide their consent to the Provider transferring a copy of that User's Transferrable User Data to the Authority (or a Replacement Provider);
- B. include a facility to enable the Authority to notify Users prior to the expiration of the Call Off Contracts with an invitation to the User to transfer copies of the Transferable User Data and User Trust relating to their digital identity account to the Authority (or a Replacement Provider) so as to permit the User to continue to use their digital identity account;
- C. provide a secure means of transferring copies of the Transferable User Data and User Trust to the Authority or, if required by the Authority, to a Replacement Provider.
- D. remain in force and permit the transfer of copies of the Transferable User and User Trust until the end of the Call Off Contracts (12 months after the Extended IP End Date).

3.11 The Parties shall comply with the following process for agreeing the work required to implement the Data Transfer Facility:

- A. The Authority shall provide the Provider with a scoping document setting out its goals for the Data Transfer Facility and where possible a detailed specification.
- B. If required, the parties shall then hold one or more workshops to clarify the scope of the request, within a period of 14 days, or such other reasonable period as may be

agreed;

- C. Within 28 days of receipt of the scoping document or specification and completion of any necessary workshops, the Provider shall provide the Authority with an implementation plan ("Implementation Plan") detailing:

- (i) the discovery and development work required to implement the Data Transfer Facility ("Development Work");
- (ii) proposed timescales for completing the Development Work;
- (iii) any assistance, resource or support the Authority will need to provide; and
- (iv) a quote for carrying out:
 - (A) the Development Work based on a breakdown of the Provider's reasonable commercial costs for carrying out the specified work using fair market rates for a number of development days to be agreed in advance between the parties as part of the process specified in clause 3.11(A) to (C); and
 - (B) The Provider's reasonable agreed costs of operating the Data Transfer Facility.

- D. Following receipt of the Implementation Plan the Authority may:

- (i) instruct the Provider to proceed with the Development Work;
- (ii) notify the Provider not to proceed with the Development Work; or
- (iii) request the Provider to provide further information to supplement the Implementation Plan, in which case the Provider shall endeavour to provide such information within a further 7 days. On receipt of this information, this clause 3.11(D) shall apply until the Implementation Plan has been agreed.

3.12 The Provider shall not be entitled to any additional payment for the operation of the Data Transfer Facility (save for the agreed costs outlined and agreed in accordance with clause 3.11 (C)).

3.13 Except as provided above, the Call Off Contracts shall continue in accordance with their terms and nothing in this Change Notice shall affect or act as a waiver of any rights or obligations of the Parties under the Call Off Contracts except as expressly specified in the Controlled Change.

4. Governing law and disputes

4.1 This Change Notice and any contractual or non-contractual claims arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

4.2 Any dispute, whether contractual or non-contractual, arising out of or in connection with this letter, shall be dealt with as a Dispute under the Framework Agreement (as incorporated into the Call-Offs).

4.3 This Change Notice may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. For the purposes of completion, signatures by the parties' legal advisers shall be binding.

4.4 No counterpart shall be effective until each party has delivered to the others at least one executed counterpart.

This Change Notice including the proposed Controlled Change above is agreed by the parties acting through their authorised representatives as follows:

Signed for and on behalf of **THE MINISTER FOR THE CABINET OFFICE** as represented by the **GOVERNMENT DIGITAL SERVICE**

[Redacted signature block]

Name: [Redacted]

Title: [Redacted]

Date: [Redacted]

Signed for and on behalf of **DIGIDENTITY BV**

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Name: [Redacted]

Title: [Redacted]

Date: [Redacted]