

BPDTS Ltd
Caxton House, Tothill Street
London
United Kingdom
SW1H 9NA

EntServ UK Limited, Royal Pavilion,
Wellesley Road,
Aldershot,
Hampshire.
GU11 1PZ

Attn: Redacted

e-mail to: Redacted

Date: 22 February 2018

Dear Sirs,

Contract for the supply of niche resource to support Applications

Following your proposal for the supply of niche skills provided by Mphasis to support applications in both run and change to BPDTS Limited, we are pleased to award this contract to you.

This Letter and its Annexes set out the terms of the contract between BPDTS Limited as the Customer and EntServ UK Limited as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Letter (the “**Conditions**”). In the event of any conflict between this Letter and the Conditions, this Letter shall prevail. Please do not attach any Supplier terms and conditions to this Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1) The Services shall be performed at the Customer’s premises located at the following addresses: Peel Park, Brunel Way, Blackpool, FY4 5ES and Benton Park View, Newcastle Upon Tyne, NE98 1YX and the Supplier’s addresses: Bagmane Parin, Bagmane Technology Park, Byrasandra, C.V. Raman Nagar, Bangalore 560 093 and Cybercity Tower 4, Magarpatta City, Pune 411028 India.
- 2) The Specification of the Services to be supplied and the Charges for such Services shall be as set out in Annex 2.
- 3) The Term shall commence on 24 February 2018 (“**the Commencement Date**”) and the Expiry Date shall be 31 December 2018.
- 4) The address for notices of the Parties are:

Customer

BPDTS Ltd
Caxton House, Tothill Street,
London,
United Kingdom,
SW1H 9NA

Attention: Redacted

Email: Redacted

Supplier

EntServ UK Limited
EntServ UK Limited, Royal Pavilion,
Wellesley Road,
Aldershot,
Hampshire.
GU11 1PZ

Attention: Redacted

Email: Redacted

- 5) For the purposes of the Agreement the Staff Vetting Procedures shall be in accordance with good industry practice or as notified by the Customer to the Supplier from time to time.
- 6) The Customer may require the Supplier to ensure that any person employed in the provision of the Services has followed the processes as outlined in the document 'ASSM DWP Account Background Checks and Criminal Verification Process – India' attached in Annex 4 Redacted. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

All invoices must be sent to: BPDTS Limited, Caerleon House, Cleppa Park, Newport, NP10 8BA.

To avoid delay in payment it is important that the invoice is valid and that it includes the details (name and telephone number) of your customer contact (i.e. Contract Manager). Invalid invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to BPDTS.FinanceTeam@DWP.gsi.gov.uk or by telephone on +44(0)207 449 7736 between 09:00-17:00 Monday to Friday.

Liaison

For general liaison your contact will continue to be Redacted, e-mail: Redacted or, in their absence, Redacted.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this Letter to Redacted within 7 calendar days from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of BPDTS Ltd

Name: Redacted

Signature:

Date:

We accept the terms set out in this letter and its **Annexes**, including the Conditions.

Signed for and on behalf of EntServ UK Limited

Name:

Job Title:

Signature:

Date:

Annex 1

Terms and Conditions of Contract for Services

Interpretation

1.1 In these terms and conditions:

"Agreement"	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier's countersignature of the Letter;
"Central Government Body"	means 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: <ul style="list-style-type: none"> (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
"Change Control Procedure"	means the procedure set out at Annex 3;
"Charges"	means the charges for the Services as specified in the Letter;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Customer"	means the person named as Customer in the Letter;
"Data Protection Legislation"	means the DPA, the Data Protection Act 2018 (subject to Royal Assent), the EU Data Protection Directive 2016/680, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and from 25 May 2018 the GDPR and any legislation implemented in connection with the GDPR and any replacement legislation coming into effect from time to time;
"Data Subject"	has the meaning given to it in the Data Protection Legislation;
"DPA"	means the Data Protection Act 1998
"DWP"	means the Department for Work and Pensions;
"Employment Regulations"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended or replaced or any other legislation implementing Council Directive 2001/23/EC);
"Expiry Date"	means the date for expiry of the Agreement as set out in the Letter;
"FOIA"	means the Freedom of Information Act 2000;
"GDPR"	means the General Data Protection Regulation (EU) 2016/679;
"India Holidays"	means a maximum of 25 days holiday a year, inclusive of national India

	holidays;
"Information"	has the meaning given under section 84 of the FOIA;
"Know-How"	means the processes, activities, know-how and related information used by the Supplier and/or Mphasis to provide the Services;
"Letter"	means the letter from the Customer to the Supplier printed above these terms and conditions;
"Mphasis"	means the company whose address is: Cyber city Tower 4 Pune and Bagmane-Parin, Bangalore, India and its affiliates;
"Mphasis Supported Applications"	means the applications listed in Annex 2 (as such list is updated from time to time through the Change Control Procedure);
"Mphasis Team"	means the manpower resources used to provide the Services within the scope of this Agreement, more specifically set out in Annex 2, unless otherwise mutually agreed by the Parties;
"Party"	means the Supplier or the Customer (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	means personal data (as defined in the Data Protection Legislation) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
"Purchase Order Number"	means the Customer's unique number relating to the supply of the Services;
"Replacement Supplier"	means each person who provides services (in replacement of the Services or any part thereof) on behalf of the Customer following a cessation of the provision of the Services (or any part thereof) by the Supplier for whatever reason;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Customer under the Agreement;
"Service Transfer Date"	means the date of a Service Transfer;
"Specification"	means the specification for the Services (including as to quantity, description and quality) as specified in the Letter;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier, including all members of the Mphasis Team, engaged in the performance of the Supplier's obligations under the Agreement;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Sub-Contract"	means: <ol style="list-style-type: none"> (a) any contract (formal or informal, written or otherwise) between

the Supplier and a third party pursuant to which the Supplier agrees to source the provision of the Services (or any part thereof) from that third party

- (b) any agreement or commitment to enter into a such a contract, whether formal or informal and whether or not in writing;

"Sub-Contractors" means those persons with whom the Supplier enters into a Sub-Contract or its or their servants or agents, and any third party with whom that third party enters into a sub-contract or its servants or agents (and **Sub-Contractor** shall be interpreted accordingly);

"Supplier" means the person named as Supplier in the Letter;

"Transferring Employee" means any person:

- who is engaged in the provision of the Services when the Supplier ceases for whatever reason, whether directly or indirectly, to provide the Services or any part of them; and
- in respect of whom rights, powers, duties or liabilities transfer to the Customer or any Replacement Supplier under the Employment Regulations;

"Term" means the period from the start date of the Agreement set out in the Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or, if earlier, the date the Agreement is terminated in accordance with its terms and conditions;

"UK Holidays" means a maximum of 25 days holiday a year, inclusive of national UK holidays;

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

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

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

- (a) references to numbered clauses are references to the relevant clause in these terms and conditions;
- (b) any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- (c) the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- (d) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- (e) the word 'including' shall be understood as meaning 'including without limitation'.

2 Basis of Agreement

2.1 The Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.

2.2 The offer comprised in the Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Letter countersigned by the Supplier within 7 calendar days of the date of

the Letter.

3 Supply of Services

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
- (a) co-operate with the Customer in all matters reasonably relating to the Services and comply with all reasonable Customer's instructions;
 - (b) perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - (c) use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - (d) ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - (e) comply with all applicable laws; and
 - (f) except as stipulated in clauses 6.1(d) and 6.1(e), provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 Where either Party wishes to amend the scope of the Service or the Agreement, the Parties shall comply with the Change Control Procedure.

4 Term

- 4.1 The Agreement shall take effect on the date specified in Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer, with the consent of the Supplier, may extend the Agreement for a period of up to 3 months by giving not less than 35 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 Deliverables and Services

- 5.1 The Supplier shall make available the manpower resources of the Mphasis Team, as specified in Annex 2 hereto, from the Commencement Date.
- 5.2 Where, pursuant to clause 5.1, the Supplier makes available the manpower resources of the Mphasis Team, the Mphasis Team shall work to the reasonable instructions of the Customer, augmenting the Customer's own personnel who shall be responsible for the Mphasis Supported Applications and applicable services set out in Annex 2.
- 5.3 The Supplier shall not be responsible for the Services performed and deliverables produced by the Mphasis Team, save that the Supplier shall ensure that the Mphasis Team have the reasonably appropriate skills to undertake such Services and shall perform the Services in a professional manner, consistent with the standard of skill and care exercised by professionals within the industry that Mphasis operates in, on projects of comparable scope and complexity and in a similar environment/location.
- 5.4 The Supplier shall ensure that the Mphasis Team is not varied, unless otherwise agreed with the Customer in accordance with clauses 5.5 to 5.7 and that the Mphasis Team commencing the Services shall be the same as existed prior to the Commencement Date.
- 5.5 Any member of the Mphasis Team shall not be released from supplying the Services without the

agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

- 5.6 Any replacements of members of the Mphasis Team shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Mphasis Team member being replaced and be suitable for the responsibilities of that person in relation to the Services.
- 5.7 The Customer may request the Mphasis Team is reduced at any time, subject to 35 calendar days' notice (such notice can be given at any time) and such revision shall be agreed through the Change Control Procedure. Any increase in the Mphasis team or scope of application support shall be agreed through the Change Control Procedure and the Supplier shall use its reasonable endeavours to agree such change within 65 calendar days of such requested change.

6 Customer responsibilities and assumptions

- 6.1 The Customer shall be responsible for:
- (a) providing any information reasonably requested by the Supplier pursuant to the activities set out in this Agreement;
 - (b) providing reasonable support and co-operation to the Supplier;
 - (c) providing a forecast of work to be undertaken by the Mphasis Team and the anticipated number of members of the Mphasis Team required to undertake such work, updated monthly, where such forecast shall be for a period of 90 calendar days commencing from the date the forecast is provided to the Supplier or, if shorter, for a period from the date the forecast is provided until the end of the Term;
 - (d) providing all reasonable equipment and facilities in respect of network connectivity to the Mphasis Team when performing the Services; and
 - (e) providing all reasonable equipment and facilities when members of the Mphasis Team are working onshore from the Customer's premises.
- 6.2 Where a Customer responsibility or assumption as stated in this clause 6 is not met, the Supplier shall be entitled to revise its terms and/or Charges subject to agreement through the Change Control Procedure, such assumptions being:
- (a) the Mphasis Team when conducting work off-shore shall be entitled to India Holidays and when conducting work onshore shall be entitled to UK Holidays;
 - (b) the Mphasis Team shall not be required to work more than 7.5 hours in a Working Day, should work be requested for a longer period or at weekend then additional charges at the same rate shall apply subject to the provisions of Annex 2;
 - (c) neither the Supplier nor Mphasis shall be required to provide managerial oversight of the Mphasis Team when working to Customer instructions pursuant to clause 5.2, save that Mphasis shall provide project management of the Mphasis Team, monitor mandays consumed and where reasonably practicable monitor progress to work instructions provided by the Customer;
 - (d) the Charges set out in Annex 2 shall include, for the Mphasis Team working from offshore sites in India use of the site facilities, but exclude any network connectivity to the Customer laptops and/or workstations;
 - (e) the Charges set out in Annex 2 shall exclude, for the Mphasis Team working from onshore sites in the UK, the provision of laptops or any network connectivity;
 - (f) the Customer may liaise directly with any of the project managers identified within the table set out at Annex 2.

7 Charges, Payment and Recovery of Sums Due

- 7.1 The Charges for the Services shall be as set out in the Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 7.2 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including a breakdown of the Services supplied in the invoice period.
- 7.3 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 calendar days after receipt of a valid invoice. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event where the Customer considers (acting reasonably and in good faith) that the Services have been performed in an unsatisfactory manner.
- 7.4 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 7.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 19.5. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 22.
- 7.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.7 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

8 Premises and equipment

- 8.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 8.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 8.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 8.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.

- 8.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 8.6 Without prejudice to clause 3.2(f), any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 8.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

9 Staff

- 9.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- (a) refuse admission to the relevant person(s) to the Customer's premises;
 - (b) direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - (c) require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
- and the Supplier shall comply with any such notice.
- 9.2 The Supplier shall:
- (a) ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - (b) if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - (c) procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

10 Staff transfer

- 10.1 This Agreement envisages that after the Commencement Date, the Supplier may cease to provide the Services or any part of them (whether as a result of termination of this Agreement, or part of it, or otherwise) resulting in the provision by a third party (or third parties), or the Customer, of services in substitution for the Services or any part of them ("Service Transfer"). If a Service Transfer is a relevant transfer within the meaning of regulation 2 and regulation 3 of the Employment Regulations ("Relevant Transfer") then in such event, the Customer or a Replacement Supplier would inherit liabilities in respect of any Transferring Employee.
- 10.2 Within 20 Working Days of the earliest of:
- (a) the date falling four (4) months immediately before the Expiry Date; and

- (b) receipt or the giving of written notice of early termination of this Agreement or any part thereof,

the Supplier shall, or shall procure that its Sub-Contractor shall, provide to the Customer (and, at the Customer's direction, to any actual or prospective Replacement Supplier(s)) in a suitably anonymised format so as to comply with the Data Protection Act 1998, (or any amendment or replacement thereof), a list of the Staff who are, at the time the list is provided, assigned to or engaged in the provision of the Services or any part of them (the "Supplier's Provisional Staff List"), together with the following information ("Staffing Information") such list and information to identify each member of Staff with a unique reference number or code which shall be provided and remain the same each time the Supplier provides information about them:

- (i) their ages, dates of commencement of employment or engagement and gender;
- (ii) details of whether they are employees, workers, self-employed, contractors or consultants, agency workers or otherwise;
- (iii) the identity of their employer or relevant contracting party;
- (iv) their relevant notice periods and any other terms relating to termination of employment or engagement, including any redundancy procedures and contractual redundancy payment schemes;
- (v) the current wages, salaries, profit sharing, incentive and bonus arrangements applicable to them;
- (vi) details of other employment-related benefits including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and customer car schemes applicable to them;
- (vii) any outstanding or potential or alleged contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims) and the UK right to work status of each such individual (including any expiry date applicable to the right to work (or any underlying leave to remain), where this is known by the Supplier or the Sub-Contractor);
- (viii) details of any such individuals on long-term sickness absence, maternity or other statutory leave or otherwise absent from work; and
- (ix) copies of all relevant documents and materials relating to such information including copies of relevant contracts of employment or engagement (or relevant standard contracts if applied generally in respect of such individuals) and including documents evidencing UK right to work status,

and it shall provide an updated Supplier's Provisional Staff List when reasonably requested by the Customer or any actual or prospective Replacement Supplier;

10.3 At least twenty eight (28) days prior to the Service Transfer Date, the Supplier shall, or shall procure that its Sub-Contractor shall, provide to the Customer (and, at the Customer's direction, to any actual or prospective Replacement Supplier(s)):

- (a) of the list the Staff engaged (in whatever capacity) in or wholly or mainly assigned to the provision of the Services or any part of the Services immediately before the Service Transfer Date (the "Supplier's Final Staff List") which shall identify which of the Staff are Transferring Employees; and

(b) the Staffing Information in relation to the Supplier's Final Staff List

10.4 The Supplier warrants and undertakes that the Supplier's Provisional Staff List, the Supplier's Final Staff List and the Staffing Information shall be complete and accurate in all material respects (as at the date on which they are provided).

10.5 Within 20 Working Days of the earliest of:

- (a) the date falling four (4) months immediately before the Expiry Date; and
- (b) receipt or the giving of written notice of early termination of this Agreement or any part thereof within the 5 month period immediately preceding the Expiry Date,

the Supplier agrees that it shall not, and shall procure that any Sub-Contractor shall not, without the prior written consent of the Customer assign any person to the provision of the Services (or the relevant part) which is the subject of a Service Transfer who is not listed in the Supplier's Provisional Staff List and shall not without the prior written consent of the Customer (such consent not to be unreasonably withheld or delayed):

- (i) increase the total number of employees listed on the Supplier's Provisional Staff List save for fulfilling assignments and projects previously scheduled and agreed with the Customer;
- (ii) make, propose or permit any changes to the terms and conditions of employment of any employees listed on the Supplier's Provisional Staff List;
- (iii) increase the proportion of working time spent on the Services (or the relevant part) by any of the Staff save for fulfilling assignments and projects previously scheduled and agreed with the Customer;
- (iv) introduce any new contractual or customary practice concerning the making of any payment or the giving of any benefit on the termination of employment of any employees listed on the Supplier's Provisional Staff List;
- (v) deploy any of the Staff away from the Services (or the relevant part) or decrease the proportion of working time spent on the Services by any of the Staff (or the relevant part); or
- (vi) replace any of the Staff listed on the Supplier's Provisional Staff List or deploy any other person to perform the Services (or the relevant part) or increase the number of employees or terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Staff List (save that nothing in this Agreement shall prevent the Supplier or any Sub-Contractor from terminating any employment or engagement on grounds of serious misconduct or to prevent illegal working).

10.6 The Supplier shall promptly notify the Customer or, at the direction of the Customer, any actual or prospective Replacement Supplier, of any notice to terminate employment received from any persons listed on the Supplier's Provisional Staff List regardless of when such notice takes effect.

10.7 In the event that any Service Transfer is a Relevant Transfer, and subject to Clause 10.8, the Supplier shall indemnify and keep indemnified the Customer and/or any Replacement Supplier against any claims, actions, proceedings, orders, demands, complaints, investigations, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made

by way of settlement, expenses, costs, including reasonable legal costs, ("Employee Liabilities") howsoever suffered or incurred (whether in relation to a legal obligation given by the Customer to a Replacement Supplier or otherwise) in connection with the employment or termination of employment of any actual or alleged Transferring Employee, arising in relation to:

- (a) any act or omission of the Supplier or Sub-Contractor;
- (b) the breach or non-observance by the Supplier or Sub-Contractor occurring on or before the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Employees; and/or
 - (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Employees which the Supplier or Sub-Contractor is contractually bound to honour;
- (c) any claim made by or in respect of a Transferring Employee arising from or connected with any act or omission of the Supplier or its Sub-Contractor in relation to obligations to comply with regulations 13-15 (inclusive) of the Employment Regulations, except to the extent that the act or omission arises from the failure by the Customer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations;
- (d) a failure of the Supplier or any Sub-Contractor to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Employees in respect of the period up to the Service Transfer Date;
- (e) any claim made by or in respect of any person employed or formerly employed by the Supplier or Sub-Contractor other than a Transferring Employee for whom it is alleged the Customer and/or the Replacement Supplier may be liable by virtue of this Agreement and/or the Employment Regulations and/or any Service Transfer, provided always that such claim is made within six (6) months of any Service Transfer Date, and that the Supplier or Sub-Contractor shall be given a reasonable opportunity to offer to re-employ the person making such a claim.

10.8 The indemnities in Clause 10.7 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Customer or Replacement Supplier whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

- (a) arising out of the resignation of any Transferring Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Customer or Replacement Supplier to occur in the period on or after the Service Transfer Date; or
- (b) arising from the Customer's or Replacement Supplier's failure to comply with its obligations under the Employment Regulations.

10.9 Subject to Clause 10.10, in the event that any Service Transfer is a Relevant Transfer, the Customer shall indemnify the Supplier and its Sub-Contractor against any Employee Liabilities in

respect of the employment or termination of each Transferring Employee arising from or as a result of:

- (a) any act or omission of the Customer and/or Replacement Supplier;
- (b) the breach or non-observance by the Customer and/or Replacement Supplier on or after the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Employees; and/or
 - (ii) any custom or practice in respect of any Transferring Employees which the Customer and/or Replacement Supplier is contractually bound to honour;
- (c) any claim made by or in respect of a Transferring Employee arising from or connected with any act or omission of the Customer or Replacement Supplier in relation to obligations under regulation 13 of the Employment Regulations, and whether such failure, act or omission arises before, on or after the Relevant Transfer date;
- (d) any proposal by the Customer and/or Replacement Supplier to change the terms and conditions of employment or working conditions of any Transferring Employees on or after their transfer on the Relevant Transfer date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer date as a result of or for a reason connected to such proposed changes;
- (e) a failure of the Customer or Replacement Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Employees in respect of the period from (and including) the Service Transfer Date.

10.10 The indemnities in Clause 10.9 shall not apply to the extent that the Employee Liabilities arise in relation to, an act or omission of the Supplier and/or its Sub-Contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from any failure by the Supplier and/or its Sub-Contractor (as applicable) to comply with its obligations under the Employment Regulations.

11 Assignment and sub-contracting

11.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Customer consents to the Supplier sub-contracting the provision of the Services to Mphasis subject to the terms and conditions of this Agreement. Subject to clause 5.3, the Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

11.2 Where the Supplier enters into a sub-contract for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 calendar days from the receipt of a valid invoice.

11.3 NOT USED

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

12 Intellectual Property Rights

- 12.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 12.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

12.3 The Supplier hereby grants the Customer:

- (a) a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- (b) a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
 - (i) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
 - (ii) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

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

13 Governance and Records

13.1 The Supplier shall:

- (a) attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
- (b) submit progress reports to the Customer at the times and in the format specified by the

Customer.

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

14 Confidentiality, Transparency and Publicity

14.1 Subject to clause 14.2, each Party shall:

- (a) treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- (b) not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

14.2 Notwithstanding clause 14.1, a Party may disclose Confidential Information which it receives from the other Party:

- (a) where disclosure is required by applicable law or by a court of competent jurisdiction;
- (b) to its auditors or for the purposes of regulatory requirements;
- (c) on a confidential basis, to its professional advisers;
- (d) to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- (e) where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 14.2(e) shall observe the Supplier's confidentiality obligations under the Agreement; and
- (f) where the receiving Party is the Customer:
 - (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
 - (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - (d) in accordance with clause 15.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 14.

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

is exempt from disclosure in accordance with the provisions of the FOIA.

- 14.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

15 Freedom of Information

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

- (a) provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
- (b) transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

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

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

16 Protection of Personal Data and Security of Data

- 16.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the Data Protection Legislation and both Parties shall duly observe all their obligations under the Data Protection Legislation which arise in connection with the Agreement.

- 16.2 Notwithstanding the general obligation in clause 16.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the Data Protection Legislation) the Supplier shall:

- (a) solely process the Personal Data for the purposes of fulfilling its obligations under the Agreement and in compliance with the Customer's written instructions as set out in the Agreement and as may be specified from time to time in writing by the Customer, and notify the Customer immediately if any instructions of the Customer relating to the processing of Personal Data are unlawful;
- (b) ensure that any persons used by the Supplier to process Personal Data are subject to legally binding obligations of confidentiality in relation to the Personal Data;
- (c) ensure that obligations equivalent to those set out in this clause 16 are included in all contracts between the Supplier and any permitted sub-contractors who will be processing Personal Data;

- (d) ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data);
- (e) provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the Data Protection Legislation;
- (f) promptly notify the Customer of:
 - (i) any breach by the Supplier or any permitted sub-contractor processing Personal Data of the obligations set out in this clause 16 and/or the security requirements of the Customer as referred to in clause 16.3; and
 - (ii) any request from an individual exercising his or her rights under the Data Protection Legislation or any other notification, complaint, notice or communication received by the Supplier or any permitted sub-contractor processing Personal Data;

and provide all reasonable assistance and co-operation to enable the Customer to fulfil its obligation to respond to any such requests and/or in relation to any such breach, notification, complaint, notice or communication;

- (g) ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the Data Protection Legislation.

16.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

16.4 The Supplier shall not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

- (a) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or Law Enforcement Directive (*Directive (EU) 2016/680*) Article 37) as determined by the Customer;
- (b) the Data Subject has enforceable rights and effective legal remedies;
- (c) the Supplier 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 Customer in meeting its obligations); and
- (d) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Supplier is required by law to retain the Personal Data.

17 Liability

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

17.2 Subject always to clauses 17.3 and 17.4:

- (a) the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to

supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 100% of the Charges paid or payable to the Supplier under or in connection with this Agreement and the Services; and

- (b) except in the case of claims arising under clauses 12.4 and 21.3, in no event shall the Supplier be liable to the Customer for any:
 - (i) loss of profits;
 - (ii) loss of business;
 - (iii) loss of revenue;
 - (iv) loss of or damage to goodwill;
 - (v) loss of savings (whether anticipated or otherwise); and/or
 - (vi) any indirect, special or consequential loss or damage.

17.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

- (a) death or personal injury caused by its negligence or that of its Staff;
- (b) fraud or fraudulent misrepresentation by it or that of its Staff; or
- (c) any other matter which, by law, may not be excluded or limited.

17.4 The Supplier's liability under the indemnity in clause 12.4 and 21.3 shall be unlimited.

18 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

19 Termination and exit

19.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 2 months (later than the date of service of the relevant notice). Where the Customer terminates this Agreement in accordance with this clause 19.1, no termination charges shall be payable.

19.1A The Customer may terminate this Agreement at any time by giving less than 2 months written notice to the Supplier. If the Customer elects to terminate this Agreement under this clause 19.1A, the Supplier may charge the Customer, subject to clause 19.1B, a termination charge calculated from the date notice is given until the end of the maximum period set out below:

- (a) in respect of Mphasis Team for a period of up to and including 2 months but only to the extent that the Supplier has been unable to re-deploy the relevant resources and is contractually obliged to make payments in respect of those resources; and
- (b) any committed costs that the Supplier is contractually obliged to make.

19.1B Any termination charge, calculated pursuant to Paragraph 19.1A, shall be subject to a maximum value of GBP **Redacted**

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

- (a) (without prejudice to clause 19.2(e)), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - (b) repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - (c) is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 calendar days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - (d) undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - (e) breaches any of the provisions of clauses 9.2, 14, 15, 16 and 20; or
 - (f) becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause (f)) in consequence of debt in any jurisdiction.
- 19.3 The Customer may terminate the Agreement by issuing a notice in writing to the Supplier on the occurrence of any of the statutory provisos contained in Regulation 73(1)(a) to (c) of the Public Contracts Regulations 2015, to take effect at least 10 Working Days later than the date of service of the relevant notice.
- 19.4 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 19.2(d) or any potential such change of control.
- 19.5 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 60 calendar days of them falling due.
- 19.6 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 12, 13.2, 14, 15, 16, 17, 19.6 to 19.9, 20.4, 21.3, 22 and 23.8 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 19.7 Upon termination or expiry of the Agreement, the Supplier shall return all requested documents, information and data, including Personal Data and Confidential Information, to the Customer as soon as reasonably practicable.
- 19.8 In the case of termination or expiry of the Agreement howsoever arising, the Supplier shall provide all reasonable assistance to the Customer and/or any replacement supplier of the Services to facilitate a smooth transition of the Services from the Supplier and Mphasis to the Customer and/or replacement supplier, including without limitation providing all Know-How to the Customer.
- 19.9 The period during which assistance detailed at clause 19.8 and any applicable reasonable charges associated with the provision of such assistance shall be as agreed in writing between the Parties. The Parties acknowledge that notwithstanding the Supplier's continued obligation to provide reasonable assistance, no charges for the provision of the assistance detailed at clause 19.8 shall be payable by the Customer where the Customer has terminated the Agreement pursuant to clause 19.2.

20 Compliance

- 20.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 20.2 The Supplier shall:
- (a) comply with all the Customer's health and safety measures while on the Customer's premises; and
 - (b) notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 20.3 The Supplier shall:
- (a) perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
 - (b) take all reasonable steps to secure the observance of clause 20.3(a) by all Staff.
- 20.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.
- 20.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- (a) the Official Secrets Acts 1911 to 1989; and
 - (b) section 182 of the Finance Act 1989.

21 Prevention of Fraud and Corruption

- 21.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 21.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 21.3 If the Supplier or the Staff engages in conduct prohibited by clause 21.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- (a) terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
 - (b) recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

22 Dispute Resolution

- 22.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

- 22.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 22.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 22.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

23 General

- 23.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 23.2 The Supplier acknowledges that the Customer enters into the Agreement on its own behalf and for the benefit of the DWP and the DWP shall be entitled to receive the Services and to enforce the terms of the Agreement as if the DWP had entered into the Agreement directly with the Supplier.
- 23.3 Subject to clause 23.2, a person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 23.4 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 23.5 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 23.6 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 23.7 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party’s behalf.
- 23.8 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 23.9 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

24 Notices

- 24.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 24.3, e-mail to the address of the relevant Party set out in the Letter, or such other address as that Party may from time to time notify to the other

Party in accordance with this clause:

- 24.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 24.3 Notices under clauses 18 (Force Majeure) and 19 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 24.1.

25 Governing Law and Jurisdiction

The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Annex 2

Services and Charges

1. The Customer shall pay to the Supplier for the Services on a “time and materials” basis at the rate of Charges set forth in the two tables in this Annex 2, as follows for on-shore Services, as per the table “A” entitled “UK-based Onshore Resources” and for offshore Services, as per the table “B” entitled “Offshore Resources”. The Services will be provided with a total cap of GBP Redacted
2. The Customer shall pay to the Supplier the respective project Charges per Service Monitoring Period (“SMP”) as specified in table “C” entitled “Service Monitoring Periods” in arrears. The Charges to the Customer shall comprise the sum of the man-day charges for Supplier man time spent on the project plus any travel costs, as stipulated by the relevant Change Note, consumed within the SMP in question.
3. The Supplier shall be under no obligation to perform the Services if the “time and materials” charges are exhausted.
4. The Supplier shall provide the Customer with time sheets for chargeable “time and materials” activities of those Mphasis Team members engaged in the provision of the Services, on a monthly basis.

Table A: UK-based Onshore Resources – Redacted

Table B: Offshore Resources - Redacted

Table C: Service Monitoring Periods

Period	Month	SMP	Start	End	Weeks	Reporting Year
01	April	SMP01 06/07	3/20/2006	4/16/2006	4	2006 -2007
02	May	SMP02 06/07	4/17/2006	5/14/2006	4	2006 -2007
03	June	SMP03 06/07	5/15/2006	6/18/2006	5	2006 -2007
04	July	SMP04 06/07	6/19/2006	7/16/2006	4	2006 -2007
05	August	SMP05 06/07	7/17/2006	8/13/2006	4	2006 -2007
06	September	SMP06 06/07	8/14/2006	9/17/2006	5	2006 -2007
07	October	SMP07 06/07	9/18/2006	10/15/2006	4	2006 -2007
08	November	SMP08 06/07	10/16/2006	11/12/2006	4	2006 -2007
09	December	SMP09 06/07	11/13/2006	12/17/2006	5	2006 -2007
10	January	SMP10 06/07	12/18/2006	1/14/2007	4	2006 -2007
11	February	SMP11 06/07	1/15/2007	2/11/2007	4	2006 -2007
12	March	SMP12 06/07	2/12/2007	3/18/2007	5	2006 -2007
01	April	SMP01 07/08	3/19/2007	4/15/2007	4	2007 -2008
02	May	SMP02 07/08	4/16/2007	5/13/2007	4	2007 -2008
03	June	SMP03 07/08	5/14/2007	6/17/2007	5	2007 -2008
04	July	SMP04 07/08	6/18/2007	7/15/2007	4	2007 -2008
05	August	SMP05 07/08	7/16/2007	8/12/2007	4	2007 -2008
06	September	SMP06 07/08	8/13/2007	9/16/2007	5	2007 -2008
07	October	SMP07 07/08	9/17/2007	10/14/2007	4	2007 -2008
08	November	SMP08 07/08	10/15/2007	11/11/2007	4	2007 -2008
09	December	SMP09 07/08	11/12/2007	12/16/2007	5	2007 -2008
10	January	SMP10 07/08	12/17/2007	1/13/2008	4	2007 -2008
11	February	SMP11 07/08	1/14/2008	2/10/2008	4	2007 -2008
12	March	SMP12 07/08	2/11/2008	3/16/2008	5	2007 -2008
01	April	SMP01 08/09	3/17/2008	4/13/2008	4	2008 -2009
02	May	SMP02 08/09	4/14/2008	5/11/2008	4	2008 -2009
03	June	SMP03 08/09	5/12/2008	6/15/2008	5	2008 -2009
04	July	SMP04 08/09	6/16/2008	7/13/2008	4	2008 -2009
05	August	SMP05 08/09	7/14/2008	8/10/2008	4	2008 -2009
06	September	SMP06 08/09	8/11/2008	9/14/2008	5	2008 -2009
07	October	SMP07 08/09	9/15/2008	10/12/2008	4	2008 -2009
08	November	SMP08 08/09	10/13/2008	11/9/2008	4	2008 -2009
09	December	SMP09 08/09	11/10/2008	12/14/2008	5	2008 -2009
10	January	SMP10 08/09	12/15/2008	1/11/2009	4	2008 -2009
11	February	SMP11 08/09	1/12/2009	2/8/2009	4	2008 -2009

12	March	SMP12 08/09	2/9/2009	3/15/2009	5	2008 -2009
01	April	SMP01 09/10	3/16/2009	4/12/2009	4	2009 -2010
02	May	SMP02 09/10	4/13/2009	5/10/2009	4	2009 -2010
03	June	SMP03 09/10	5/11/2009	6/14/2009	5	2009 -2010
04	July	SMP04 09/10	6/15/2009	7/12/2009	4	2009 -2010
05	August	SMP05 09/10	7/13/2009	8/9/2009	4	2009 -2010
06	September	SMP06 09/10	8/10/2009	9/13/2009	5	2009 -2010
07	October	SMP07 09/10	9/14/2009	10/11/2009	4	2009 -2010
08	November	SMP08 09/10	10/12/2009	11/8/2009	4	2009 -2010
09	December	SMP09 09/10	11/9/2009	12/13/2009	5	2009 -2010
10	January	SMP10 09/10	12/14/2009	1/10/2010	4	2009 -2010
11	February	SMP11 09/10	1/11/2010	2/7/2010	4	2009 -2010
12	March	SMP12 09/10	2/8/2010	3/14/2010	5	2009 -2010
01	April	SMP01 10/11	3/15/2010	4/11/2010	4	2010 -2011
02	May	SMP02 10/11	4/12/2010	5/9/2010	4	2010 -2011
03	June	SMP03 10/11	5/10/2010	6/13/2010	5	2010 -2011
04	July	SMP04 10/11	6/14/2010	7/11/2010	4	2010 -2011
05	August	SMP05 10/11	7/12/2010	8/8/2010	4	2010 -2011
06	September	SMP06 10/11	8/9/2010	9/12/2010	5	2010 -2011
07	October	SMP07 10/11	9/13/2010	10/10/2010	4	2010 -2011
08	November	SMP08 10/11	10/11/2010	11/7/2010	4	2010 -2011
09	December	SMP09 10/11	11/8/2010	12/12/2010	5	2010 -2011
10	January	SMP10 10/11	12/13/2010	1/9/2011	4	2010 -2011
11	February	SMP11 10/11	1/10/2011	2/6/2011	4	2010 -2011
12	March	SMP12 10/11	2/7/2011	3/13/2011	5	2010 -2011
01	April	SMP01 11/12	3/14/2011	4/10/2011	4	2011 -2012
02	May	SMP02 11/12	4/11/2011	5/8/2011	4	2011 -2012
03	June	SMP03 11/12	5/9/2011	6/12/2011	5	2011 -2012
04	July	SMP04 11/12	6/13/2011	7/10/2011	4	2011 -2012
05	August	SMP05 11/12	7/11/2011	8/7/2011	4	2011 -2012
06	September	SMP06 11/12	8/8/2011	9/11/2011	5	2011 -2012
07	October	SMP07 11/12	9/12/2011	10/9/2011	4	2011 -2012
08	November	SMP08 11/12	10/10/2011	11/6/2011	4	2011 -2012
09	December	SMP09 11/12	11/7/2011	12/11/2011	5	2011 -2012
10	January	SMP10 11/12	12/12/2011	1/8/2012	4	2011 -2012
11	February	SMP11 11/12	1/9/2012	2/5/2012	4	2011 -2012
12	March	SMP12 11/12	2/6/2012	3/11/2012	5	2011 -2012
01	April	SMP01 12/13	3/12/2012	4/8/2012	4	2012 -2013
02	May	SMP02 12/13	4/9/2012	5/6/2012	4	2012 -2013

03	June	SMP03 12/13	5/7/2012	6/10/2012	5	2012 -2013
04	July	SMP04 12/13	6/11/2012	7/8/2012	4	2012 -2013
05	August	SMP05 12/13	7/9/2012	8/5/2012	4	2012 -2013
06	September	SMP06 12/13	8/6/2012	9/9/2012	5	2012 -2013
07	October	SMP07 12/13	9/10/2012	10/7/2012	4	2012 -2013
08	November	SMP08 12/13	10/8/2012	11/4/2012	4	2012 -2013
09	December	SMP09 12/13	11/5/2012	12/9/2012	5	2012 -2013
10	January	SMP10 12/13	12/10/2012	1/6/2013	4	2012 -2013
11	February	SMP11 12/13	1/7/2013	2/3/2013	4	2012 -2013
12	March	SMP12 12/13	2/4/2013	3/10/2013	5	2012 -2013
01	April	SMP01 13/14	3/11/2013	4/7/2013	4	2013 -2014
02	May	SMP02 13/14	4/8/2013	5/5/2013	4	2013 -2014
03	June	SMP03 13/14	5/6/2013	6/9/2013	5	2013 -2014
04	July	SMP04 13/14	6/10/2013	7/7/2013	4	2013 -2014
05	August	SMP05 13/14	7/8/2013	8/4/2013	4	2013 -2014
06	September	SMP06 13/14	8/5/2013	9/8/2013	5	2013 -2014
07	October	SMP07 13/14	9/9/2013	10/6/2013	4	2013 -2014
08	November	SMP08 13/14	10/7/2013	11/3/2013	4	2013 -2014
09	December	SMP09 13/14	11/4/2013	12/8/2013	5	2013 -2014
10	January	SMP10 13/14	12/9/2013	1/5/2014	4	2013 -2014
11	February	SMP11 13/14	1/6/2014	2/2/2014	4	2013 -2014
12	March	SMP12 13/14	2/3/2014	3/9/2014	5	2013 -2014
01	April	SMP01 14/15	3/10/2014	4/6/2014	4	2014 -2015
02	May	SMP02 14/15	4/7/2014	5/11/2014	5	2014 -2015
03	June	SMP03 14/15	5/12/2014	6/15/2014	5	2014 -2015
04	July	SMP04 14/15	6/16/2014	7/13/2014	4	2014 -2015
05	August	SMP05 14/15	7/14/2014	8/10/2014	4	2014 -2015
06	September	SMP06 14/15	8/11/2014	9/14/2014	5	2014 -2015
07	October	SMP07 14/15	9/15/2014	10/12/2014	4	2014 -2015
08	November	SMP08 14/15	10/13/2014	11/9/2014	4	2014 -2015
09	December	SMP09 14/15	11/10/2014	12/14/2014	5	2014 -2015
10	January	SMP10 14/15	12/15/2014	1/11/2015	4	2014 -2015
11	February	SMP11 14/15	1/12/2015	2/8/2015	4	2014 -2015
12	March	SMP12 14/15	2/9/2015	3/15/2015	5	2014 -2015
01	April	SMP01 15/16	3/16/2015	4/12/2015	4	2015 -2016
02	May	SMP02 15/16	4/13/2015	5/10/2015	4	2015 -2016
03	June	SMP03 15/16	5/11/2015	6/14/2015	5	2015 -2016
04	July	SMP04 15/16	6/15/2015	7/12/2015	4	2015 -2016
05	August	SMP05 15/16	7/13/2015	8/9/2015	4	2015 -2016

06	September	SMP06 15/16	8/10/2015	9/13/2015	5	2015 -2016
07	October	SMP07 15/16	9/14/2015	10/11/2015	4	2015 -2016
08	November	SMP08 15/16	10/12/2015	11/8/2015	4	2015 -2016
09	December	SMP09 15/16	11/9/2015	12/13/2015	5	2015 -2016
10	January	SMP10 15/16	12/14/2015	1/10/2016	4	2015 -2016
11	February	SMP11 15/16	1/11/2016	2/7/2016	4	2015 -2016
12	March	SMP12 15/16	2/8/2016	3/13/2016	5	2015 -2016
01	April	SMP01 16/17	3/14/2016	4/10/2016	4	2016 -2017
02	May	SMP02 16/17	4/11/2016	5/8/2016	4	2016 -2017
03	June	SMP03 16/17	5/9/2016	6/12/2016	5	2016 -2017
04	July	SMP04 16/17	6/13/2016	7/10/2016	4	2016 -2017
05	August	SMP05 16/17	7/11/2016	8/7/2016	4	2016 -2017
06	September	SMP06 16/17	8/8/2016	9/11/2016	5	2016 -2017
07	October	SMP07 16/17	9/12/2016	10/9/2016	4	2016 -2017
08	November	SMP08 16/17	10/10/2016	11/6/2016	4	2016 -2017
09	December	SMP09 16/17	11/7/2016	12/11/2016	5	2016 -2017
10	January	SMP10 16/17	12/12/2016	1/8/2017	4	2016 -2017
11	February	SMP11 16/17	1/9/2017	2/5/2017	4	2016 -2017
12	March	SMP12 16/17	2/6/2017	3/12/2017	5	2016 -2017
01	April	SMP01 17/18	3/13/2017	4/9/2017	4	2017 -2018
02	May	SMP02 17/18	4/10/2017	5/7/2017	4	2017 -2018
03	June	SMP03 17/18	5/8/2017	6/11/2017	5	2017 -2018
04	July	SMP04 17/18	6/12/2017	7/9/2017	4	2017 -2018
05	August	SMP05 17/18	7/10/2017	8/6/2017	4	2017 -2018
06	September	SMP06 17/18	8/7/2017	9/10/2017	5	2017 -2018
07	October	SMP07 17/18	9/11/2017	10/8/2017	4	2017 -2018
08	November	SMP08 17/18	10/9/2017	11/5/2017	4	2017 -2018
09	December	SMP09 17/18	11/6/2017	12/10/2017	5	2017 -2018
10	January	SMP10 17/18	12/11/2017	1/7/2018	4	2017 -2018
11	February	SMP11 17/18	1/8/2018	2/4/2018	4	2017 -2018
12	March	SMP12 17/18	2/5/2018	3/11/2018	5	2017 -2018
01	April	SMP01 18/19	3/12/2018	4/8/2018	4	2018 -2019
02	May	SMP02 18/19	4/9/2018	5/6/2018	4	2018 -2019
03	June	SMP03 18/19	5/7/2018	6/10/2018	5	2018 -2019
04	July	SMP04 18/19	6/11/2018	7/8/2018	4	2018 -2019
05	August	SMP05 18/19	7/9/2018	8/5/2018	4	2018 -2019
06	September	SMP06 18/19	8/6/2018	9/9/2018	5	2018 -2019
07	October	SMP07 18/19	9/10/2018	10/7/2018	4	2018 -2019
08	November	SMP08 18/19	10/8/2018	11/4/2018	4	2018 -2019

09	December	SMP09 18/19	11/5/2018	12/9/2018	5	2018 -2019
10	January	SMP10 18/19	12/10/2018	1/6/2019	4	2018 -2019
11	February	SMP11 18/19	1/7/2019	2/3/2019	4	2018 -2019
12	March	SMP12 18/19	2/4/2019	3/10/2019	5	2018 -2019
01	April	SMP01 19/20	3/11/2019	4/7/2019	4	2019 -2020
02	May	SMP02 19/20	4/8/2019	5/12/2019	5	2019 -2020
03	June	SMP03 19/20	5/13/2019	6/16/2019	5	2019 -2020
04	July	SMP04 19/20	6/17/2019	7/14/2019	4	2019 -2020
05	August	SMP05 19/20	7/15/2019	8/11/2019	4	2019 -2020
06	September	SMP06 19/20	8/12/2019	9/15/2019	5	2019 -2020
07	October	SMP07 19/20	9/16/2019	10/13/2019	4	2019 -2020
08	November	SMP08 19/20	10/14/2019	11/10/2019	4	2019 -2020
09	December	SMP09 19/20	11/11/2019	12/15/2019	5	2019 -2020
10	January	SMP10 19/20	12/16/2019	1/12/2020	4	2019 -2020
11	February	SMP11 19/20	1/13/2020	2/9/2020	4	2019 -2020
12	March	SMP12 19/20	2/10/2020	3/15/2020	5	2019 -2020
01	April	SMP01 20/21	3/16/2020	4/12/2020	4	2020-2021
02	May	SMP02 20/21	4/13/2020	5/10/2020	4	2020-2021
03	June	SMP03 20/21	5/11/2020	6/14/2020	5	2020-2021
04	July	SMP04 20/21	6/15/2020	7/12/2020	4	2020-2021
05	August	SMP05 20/21	7/13/2020	8/9/2020	4	2020-2021
06	September	SMP06 20/21	8/10/2020	9/13/2020	5	2020-2021
07	October	SMP07 20/21	9/14/2020	10/11/2020	4	2020-2021
08	November	SMP08 20/21	10/12/2020	11/8/2020	4	2020-2021
09	December	SMP09 20/21	11/9/2020	12/13/2020	5	2020-2021
10	January	SMP10 20/21	12/14/2020	1/10/2021	4	2020-2021
11	February	SMP11 20/21	1/11/2021	2/7/2021	4	2020-2021
12	March	SMP12 20/21	2/8/2021	3/14/2021	5	2020-2021
01	April	SMP01 21/22	3/15/2021	4/11/2021	4	2021-2022
02	May	SMP02 21/22	4/12/2021	5/9/2021	4	2021-2022
03	June	SMP03 21/22	5/10/2021	6/13/2021	5	2021-2022
04	July	SMP04 21/22	6/14/2021	7/11/2021	4	2021-2022
05	August	SMP05 21/22	7/12/2021	8/8/2021	4	2021-2022
06	September	SMP06 21/22	8/9/2021	9/12/2021	5	2021-2022
07	October	SMP07 21/22	9/13/2021	10/10/2021	4	2021-2022
08	November	SMP08 21/22	10/11/2021	11/7/2021	4	2021-2022
09	December	SMP09 21/22	11/8/2021	12/12/2021	5	2021-2022
10	January	SMP10 21/22	12/13/2021	1/9/2022	4	2021-2022
11	February	SMP11 21/22	1/10/2022	2/6/2022	4	2021-2022

12	March	SMP12 21/22	2/7/2022	3/13/2022	5	2021-2022
----	-------	-------------	----------	-----------	---	-----------

Annex 3

Change Control Procedure

1 Principles

- 1.1 Both Parties shall conduct discussions relating to any proposed changes to the Agreement in good faith.
- 1.2 Until such time as a formal variation to the Agreement (referred to in this Annex as a "**Change Note**" or "**CN**") has been signed by both Parties in accordance with paragraph 2 below, the Supplier shall, unless otherwise expressly agreed in writing, continue to fulfil all of its then obligations under the Agreement.
- 1.3 Each Party shall bear its own costs in connection with any work undertaken by that party, its sub-contractors or agents in relation to any proposed change to the Agreement.
- 1.4 Any discussions, negotiations or other communications which may take place between the Customer and the Supplier in connection with any proposed change to the Agreement, including but not limited to the submission of any written communications, prior to the signing by both Parties of the relevant CN, shall be without prejudice to the rights of either Party.

2 Procedure

- 2.1 The Customer may require and the Supplier may request any amendment to the Agreement pursuant to the provisions of this Annex. In such an event, the relevant Party shall submit a brief written paper (the "Proposed Change Paper") to the other Party addressing, as a minimum, the following points:
 - 2.1.1 the title of the proposed change;
 - 2.1.2 the originator and date of the proposal for the proposed change;
 - 2.1.3 the reason for the proposed change;
 - 2.1.4 full details of the proposed change;
 - 2.1.5 the effect, if any, of the proposed change on the Charges; and
 - 2.1.6 details of the likely impact, if any, of the proposed change on other aspects of the Agreement.
- 2.2 Within 10 Working Days of the submission of a Proposed Change Paper (or such other period as may be agreed between the Parties) the receiving Party shall respond to the Proposed Change Paper in writing and, if appropriate, the Parties (and/or representatives of each Party) shall meet to discuss the Proposed Change Paper.
- 2.3 Discussion between the Parties following the submission of a Proposed Change Paper shall result in either:
 - 2.3.1 agreement between the Parties on the changes to be made to the Agreement (including agreement on the date upon which the changes are to take effect (the "Change Effective Date")), such agreement to be expressed in the form of proposed revisions to the text (and/or diagrams, designs etc. as necessary) of the relevant parts of the Agreement; or
 - 2.3.2 no further action being taken on that Proposed Change Paper.

Where the Proposed Change Paper is submitted by the Customer, the Supplier shall provide all reasonable advice and assistance with a view to agreeing the relevant change and be required to agree to any reasonable changes required by the Customer (provided that appropriate adjustments

to the Charges are made in accordance with the following paragraphs of this Annex).

- 2.4 The Supplier shall ensure that any change which it proposes to the Charges is justified and reasonable having regard to any additional or reduced costs likely to be incurred by the Supplier as a result of the relevant change and any such change shall be calculated on a basis which is broadly comparable and consistent with both the methodology and profit margins used in determining the level of the then current Charges. Without prejudice to the generality of the foregoing, where the increase or (as the case may be) reduction in the level of the Charges (measured over the remainder of the Term) is likely to be in excess of £20,000, the Supplier shall provide to the Customer details of the methodology used to determine the proposed change to the Charges.
- 2.5 A copy of any proposed revisions to the Agreement agreed between the Parties in accordance with paragraph 2.3.1 above, accompanied by a completed pro forma (as set out at Appendix A below), shall constitute a CN. Each CN shall be uniquely identified by a sequential number.
- 2.6 Two copies of each CN shall be signed by the Supplier and submitted to the Customer in accordance with the provisions of clause 24 (Notices) not less than 10 Working Days (or such other period as may be agreed between the parties) prior to the Change Effective Date agreed in accordance with paragraph 2.3.1 above.
- 2.7 Subject to the Customer remaining content with the agreement reached in accordance with paragraph 2.3.1 above, the Customer's Contract Manager or a director shall sign both copies of the CN within five Working Days (or such other period as may be agreed between the Parties in writing) of receipt by the Customer. Following signature by the Customer, one copy of the signed CN shall be returned to the Supplier by the Customer.
- 2.8 A CN signed by both Parties shall constitute an amendment to the Agreement pursuant to clause 23.4.
- 2.9 A CN shall constitute an amendment to the Agreement only upon signature by the Customer's Contract Manager or a director (on behalf of the Customer) and by the Supplier Contract Manager or a director (on behalf of the Supplier) and shall not be binding until both Parties' authorised representatives have so authorised the relevant CN.

3 Emergencies

- 3.1 In the case of emergency, the Customer shall, unless otherwise agreed with the Supplier, submit a Proposed Change Paper in accordance with paragraph 2.1 above but the requirements set out in such Proposed Change Paper shall come into immediately effect and the sums payable under the provisions of Annex 2 (Services and Charges) shall be varied as set out in paragraph 3.3 below.
- 3.2 The Supplier shall confirm with the Customer's Contract Manager whether an event constitutes an emergency before enacting paragraph 3.3 below.
- 3.3 In the case of an emergency:
 - 3.3.1 the Customer shall specify any provisional change to the amounts then payable under Annex 2 (Services and Charges) and allow such time for the implementation of the change as it deems fair and reasonable;
 - 3.3.2 the sums payable under Annex 2 (Services and Charges) shall be deemed to be so changed on a provisional basis; and
 - 3.3.3 the provisional change will be effective until such time as the sums payable under Annex 2 (Services and Charges) are varied (or not varied) as agreed by the Customer and the Supplier or determined in accordance with clause 22 (Dispute Resolution).
- 3.4 In the event that the provisional sums payable under Annex 2 (Services and Charges) determined by the Customer under paragraph 3.3 are less than the applicable sums, as subsequently agreed by the Parties or determined pursuant to clause 22 (Dispute Resolution) then following such

agreement, an Adjusting Payment shall be made by the Customer to the Supplier.

- 3.5 In the event that the provisional sums payable under Annex 2 (Services and Charges) determined by the Customer under paragraph 3.3 are more than the applicable sums, as subsequently agreed by the Parties or determined pursuant to clause 22 (Dispute Resolution) then following such agreement an Adjusting Payment shall be made by the Customer to the Supplier.
- 3.6 The "Adjusting Payment" is: the difference between the amounts paid and the amounts which are finally agreed or determined, calculated over the period from the date the changes referred to in the Proposed Change Paper became effective until the date upon which the applicable sums payable were agreed or determined pursuant to clause 22 (Dispute Resolution).
- 3.7 All Adjusting Payment shall be payable on or before the date falling thirty (30) calendar days after the date of the relevant agreement or determination;

4 Minor changes

- 4.1 For the avoidance of doubt, it shall not be deemed a change to any obligation hereunder and there shall not be any variation of the amount payable under Annex 2 (Services and Charges) pursuant to any provision of the Agreement if:
 - 4.1.1 the provision of the proposed change remains within the parameters of the Services as set out in Annex 2 (Services and Charges) and has no effect on the Charges; or
 - 4.1.2 the Customer requires the Supplier, and the Supplier agrees, to make any adjustments as a result of a failure by the Supplier to meet the requirements of the Agreement under a remedial plan agreed by the Parties. If the Supplier does not provide its agreement in the previous sentence to make any such adjustments than the procedure under clause 2 of this Annex applies.

Appendix A to Annex 3
Pro-forma Change Note

Contract Change Note

Sequential Number:

Title:

Number of pages attached:

WHEREAS the Customer and the Supplier:

- A entered into an agreement (the “**Original Agreement**”) dated 2018 for the Supplier to provide services to the Customer; and
- B wish to amend the Original Agreement

IT IS AGREED as follows

1. With effect from [date], the Original Agreement (as the same may from time to time have been amended prior to the date of this Change Note) shall be amended as set out below:

[Drafting Note: Full details of any amendments to the Original Agreement should be inserted here.]

2. Save as herein amended all other terms and conditions of the Original Agreement shall remain in full force and effect.

Signed for and on behalf of *[Insert name of Supplier]* (the Supplier)

By

Name(Director)

Title

Date

Signed for and on behalf of BPDTS Limited

By

Name

Title

Date

Annex 4
Background Checks and Criminal Verification Process - **Redacted**