

CONTRACT FOR SERVICES

TPR662 DATA RECOVERY & STORAGE (DIGITAL FORENSICS)

Authority:	THE PENSIONS REGULATOR of Napier House, Trafalgar Place, Brighton, Sussex, BN1 4DW
Contractor:	DISKLABS LTD (a company registered in England, Company No 3441987 whose registered office is at Unit 6 & 7 Mercian Park, Felspar Road, Amington Industrial estate, Tamworth, Staffordshire, B77 4DP.
Date:	9th November 2015

This Contract is made on the date set out above subject to the terms set out in the schedules listed below (the “**Schedules**”) which both the Authority and the Contractor undertake to observe in the performance of this Contract. The Schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Schedules.

The Contractor shall supply to the Authority, and the Authority shall acquire and pay for, the services described in Schedule 1 on the terms of this Contract.

Terms defined on the front page of this Contract or in any Schedule shall (unless the context requires otherwise) have the same meaning throughout the Contract.

Schedules

Schedule 1	Services
Schedule 2	Delivery Plan
Schedule 3	Pricing
Schedule 4	Contract Terms and Conditions
Schedule 5	Not used
Schedule 6	Not used
Schedule 7	Change Control
Schedule 8	Not used
Schedule 9	Key Personnel
Schedule 10	Not used
Schedule 11	Not used
Schedule 12	Insurance

Schedule 13	Vetting Procedures
Schedule 14	Not used
Schedule 15	Sub-Contractors
Schedule 16	Commercially Sensitive Information
Schedule 17	Baseline Security
Schedule 18	Confidentiality Agreement
Schedule 19	Service Order Call-off Form

If there is any conflict between the provisions of the Schedules, the conflict shall be resolved in accordance with the following order of precedence:

- (a) Part A of Schedule 4;
- (b) Part B of Schedule 4;
- (c) Schedule 1;
- (d) Schedule 2; and
- (e) any other Schedule.

IN WITNESS whereof the parties or their duly authorised representatives have entered into this Contract on the date set out above.

Signed by the duly authorised representative of THE PENSIONS REGULATOR

Name: [REDACTED]

Signature: [REDACTED]

Position: Head of Procurement

Signed by the duly authorised representative of DISKLABS LIMITED

Name: [REDACTED]

Signature: [REDACTED]

Position: Director

Schedule 1 Services

Details of the provision of credible and available key consultants with the range of required certifications and security clearances.

Disklabs have extensive experience in delivering forensic analysis of computer, mobile phones and other digital devices to a wide range of organisations including Serious Fraud Office, Customs and Excise, Trading Standards Office, County Councils, Environment Agency, UK Borders Agency, large UK corporates, UK banks, financial institutions and 41 UK Police forces.

Experience

Disklabs forensic services are delivered by our experienced and qualified analysts within the parameters of the company's ISO 17025:2005 procedures. All analysts have a number of years of relevant experience undertaking digital forensics analysis on computers and/or mobile phones. The majority of our staff have worked in Police High Tech Crime Units or other digital forensics organisations prior to joining Disklabs. Accordingly all staff involved in the forensic analysis of devices for clients are experts in the field of digital forensic investigations and analysis.

The range of their experience includes, but is not limited to, cases involving, Fraud, Bribery, False Accounting, Indecent Images of Children, Sexual Assault, Inciting Sexual Activity, Sexual Grooming, Rape, Stalking, Kidnapping, Threats to Kill, Witness Intimidation and Intellectual Property Theft. This experience extends to briefing counsel on technical issues and attending court as expert witnesses.

The qualifications held by our team of analysts include: MSc in Forensic Computing & Security; BSc in Forensic Science; and MSc in Computer Forensics. In addition members of staff have attended the Centre for Forensics Computing College of Management and Technology, Shrivenham, Cranfield University. Each member of staff has undergone internal and external training in their areas of operation. Manufacturer training and certifications received include, but are not limited to, Guidance Software, Access Data, MSAB and Cellebrite; in addition to in-house digital forensics laboratory training.

Name	Title	Joined Disklabs	Experience/Qualifications
[REDACTED]	Forensic Supervisor Mobile Phone	2008	[REDACTED]
[REDACTED]	Forensic Supervisor Computers	2012	[REDACTED]
[REDACTED]	Mobile Phone Forensic Analyst	2009	[REDACTED]
[REDACTED]	Forensic Analyst	2002	[REDACTED]
[REDACTED]	Data Recovery Lab Manager/Forensic Analyst	2004	[REDACTED]

The Pensions Regulator

	Engineer, Forensic Analyst and Health and Safety Officer	2004	
	Forensics Analyst	2015	
	Forensic Analyst	2015	
	Forensics Analyst	2015	
	Forensic Analyst	2015	

Credible and Professional Service

Within our forensic team we have a wide range of experienced employees with extensive knowledge of digital forensic working practices, ISO9001:2008, ISO27001:2013 and ISO17025:2005 policies and procedures, ACPO Guidelines, Legislation including RIPA and the Pensions Regulator's. Our team have a broad range of case experience and the investigation skills to ensure they are able to recover, examine and analyse the data,

Disklabs are also a leading authority in the recovery of data from digital devices and have a fully operational Data Recover laboratory which is also a DR training facility. As such our DR engineers are experienced in recovering data from servers, computers, laptops, back up devices and other digital devices both in the field and at our facility

All our staff are highly educated credible forensic experts. This enables us to deploy the right expert for the case and ensure we are able to deliver a highly professional service. Our forensic services includes consultation, case strategy and advice, project scoping and identified requirements, technical knowledge, flexible approach, compliance, production of expert forensic reports and testimony in court.

Resource Plan

Disklabs have a Resource Plan to ensure we have available resource of suitably qualified forensic experts to undertake any emergency or short notice work required by our clients. We manage the resource plan in conjunction with the forensic work flows within the forensic department and carefully monitor capacity levels. We have deliberately developed a flexible workforce to enable us to delivery forensic services outside of the conventional working hours and environment.

Contract Management

We look to add value to our contracts and Service Level Agreements with customers through a managed process to ensure we match the skills and experience of our experts with the needs of the client. An example of this is where we are required to undertake cases on site and with little notice, in these situations we would look to deploy staff who have joined Disklabs from UK Counter Terrorism or Law Enforcement, due to their investigation skills and knowledge of undertaking on-site raids.

We look to meet with each client on a quarterly basis to discuss our delivery of the contract and adherence to the Service Level Agreement. The Management Information that we provide on a monthly basis is also discussed at these meetings.

Security Vetting

All Disklabs staff have been vetted to Security Cleared level under the Warwickshire Police National Contractor Vetting scheme. Below is a list of the forensic experts we would use when undertaking work for The Pensions Regulator.

Name	Issued	Reference No	Expiry Date	NPPV 3 SC Clearance
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]			[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]			[REDACTED]	[REDACTED]

--	--	--	--	--	--	--

Details of the experience of the proposed consultants in providing expert witness testimony and court experience and include specific examples of when they have had to do so.

Disklabs teams experience extends over many years throughout their careers and includes a number of different case types. In all cases our experts follow the Home Offices guidance for giving evidence in court.

As experts, our team consider all the evidence within their reports to be presented at trial/ tribunal. These reports are provided to counsel for use in court, our expert is called to give evidence under oath based on this report and their findings. Upon being called to the stand, and where appropriate, they will advise the Court on their findings and areas within their expertise.

It is not uncommon for our expert to meet with other experts appointed by other parties and resolve where they agree and disagree on the merits of the case. They will then draft a joint declaration on agreed parts of the case which is given to all parties. This then reduces the areas and time required to give evidence by the expert.

Training

All our experts receive Bon Salon Court Room training, In addition, Disklabs have internal one on one training covering the Do's and Don'ts of giving evidence in a court, plus any historic lessons learnt from previous attendances.

Following attendance, Disklabs undertake Peer to Peer review of court attendance to understand any lessons that could be learnt. Such lessons are recorded as part of future training.

Expert Experience

Expert	Case Details: Court, Date, Case Name, Case Type	Cross examination	Outcome

The Pensions Regulator

[illegible]

		examined		
	[REDACTED]	[REDACTED]		
	[REDACTED]	[REDACTED]		
	[REDACTED]	[REDACTED]		
	[REDACTED]	[REDACTED]		
	[REDACTED]	[REDACTED]		
	[REDACTED]	[REDACTED]		
<p>The above examples provide an indication of the court experience held by members of our team. As an organisation we have covered a wide range of court cases, in varying courts of law. Our staff provide have been subject to lengthy cross examination on their findings and have helped to secure convictions for the cases for which they were expert witness.</p>				

The Pensions Regulator

Demonstration of knowledge of the relevant legislation for evidence collection and empowerment regulations under the Pensions Act.

As civilian contractors Disklabs have no legal powers of entry or seizure. Any entry or seizure power is gained under the court order / warrant issued to the organisation that we are working for, and is covered by the relevant legislation at time of issue. Disklabs team have undertaken evidence collection as part of a seizure exercises with government agencies, law enforcement and legal parties.

The legislation and guidance that are relevant to the seizure and digital forensic (data recovery) services that we deliver to clients on a daily basis are as follows:

Aspect	Legislation
Handling Investigations	Regulation of Investigatory Powers Act 2000 (RIPA)
Requirements for Good Practice Guide for Computer-Based Electronic Evidence	Good Practices for Computer forensics By ACPO
Requirements for Computer Data Forensics	Image Description Scale for IIOC
Information Security	Data Protection Act 1998
Illegal trading	Companies Act 1989
Legal Requirement	Computer Misuse Act 1990
Legal Requirement	Freedom of Information Act 2000
Legal Requirement	Telecommunication (Lawful Business Practice) (Interception of Communications) Regulations 2000

Adherence to all legislation and guidance, such as those noted above, is built into our working practices and procedures through our ISO 9001:2008 (Quality), ISO 27001:2013 (information Security) accreditation and also our ISO 17025 (Competence of Testing and Calibration Laboratories) working practices.

Empowerment Regulations under the Pensions Act

Disklabs understands that measures such as the new pension provision for small businesses employing one member of staff or more; the ease with which whistleblowers can report to the Regulator; and the information provided relating to potential scams through Pension Wise, may contribute to an increased demand for the investigation of data and cases by the Pensions Regulator.

A result of this potential increase in investigations could be that the number of cases which require enforcement may grow. Accordingly, the requirement for any electronic data that is retrieved from third party organisations to be properly analysed and reported upon, should be delivered by specialist organisations experienced in the investigation and analysis of digital data and also in attending court to act as expert witness.

Disklabs approach is to work closely with case teams and the Pensions Regulator's specified points of contact (such as named Staff or the Determinations Panel where appropriate) by communicating regularly (by telephone and email) and providing reader friendly reports that are free from technical jargon. Our clear and plain English methods of communication benefit both the case teams and also any additional parties and legal representatives, as a lay person can understand the findings presented in Disklabs reports. Disklabs team is highly experienced in undertaking this kind of work. In addition to the varying cases that we work on for our many Police customers (which include those involving Indecent Images of Children, Sexual Assault, Rape, Stalking, Kidnapping, Threats to Kill, Witness Intimidation, Fraud, Bribery, False Accounting, and Intellectual Property Theft), we work with various public organisations such as councils, the Environment Agency and the Marine Management Organisation. For such organisations we have analysed data seized in the course of the investigation of fraud cases including financial fraud and serious fraud. From such cases our team also have experience of briefing counsel on technical issues and attending court as expert witnesses.

It is our understanding that the Pensions Regulator's powers fall into three general categories: investigating schemes, putting things right and acting against avoidance. With the principle areas of regulatory focus being defined benefit regulation; defined contribution regulation, governance and administration; and automatic enrolment. Disklabs will work with the Pensions Regulator case teams as instructed to investigate the electronic data retrieved by the Regulator, so that any required actions can be taken, under the categories of enforcement options:

- Informal actions such as instructions by telephone and warning letters
- Statutory actions such as the issue of compliance notices, unpaid contributions notices and prohibition notices
- Applying financial penalties such as fixed and escalating penalty notices
- Court actions – civil and criminal

We also note that the issue of a freezing order is course of action the regulator may take where a wind-up is pending, so that concerns can be investigated and negotiations commenced in order to protect or reduce the risk to scheme members.

The outcome of our analysis and findings include the possibility of the Pensions Regulator issuing notices, imposing fines/financial penalties, or prosecution taking place in civil or criminal courts. An additional outcome is that the Regulator can also prohibit trustees who are not considered to be fit and proper persons to continue in their role as trustees and appoint new trustees to schemes.

The Pensions Regulator's powers of investigation include the ability to demand documents and other information (such as electronic data) from trustees, employers and others. Only information

that is relevant to the Regulator's work as a regulator may be demanded, accordingly only data relevant to the Regulators work will be analysed and reported upon by Disklabs.

Provision of this data recovery and digital forensic service will contribute to the Pensions Regulator's overall objectives to: protect the benefits of members of personal and occupational schemes; to reduce the risk of situations arising where compensation may need to be paid from the PPF; and will support the maximisation of employer compliance with their duties and safeguards (through the enforcement and actions taken as a result of analysed data findings).

Disklabs is cognisant that the Pensions Regulator conducts itself in compliance with The Regulators Code and also the principles of good regulation set out in the Legislative and Regulatory Reform Act 2006. As we do with our existing clients, we will ensure our work and reporting supports the principles of being proportionate, accountable, consistent, transparent and targeted.

We understand the winning supplier's role to be one of supporting the Pensions Regulator in the seizure of any electronic devices; the subsequent analysis of any digital evidence; the preparation of court ready reports; and attendance at court as expert witness.

Ability to mobilise staff within tight timeframes with details of specific projects where they have had to do so.

Due to our considerable experience in managing forecast and emergency requirements for our clients, Disklabs maintains, on an ongoing basis, the ability and capacity to accommodate urgent demands. We have in place a resource plan that enables us to:

- [REDACTED]
- operate on a 24 hour call out rota basis

To mobilise the plan we have a 365 day 24 hr emergency contact number.

We monitor capacity to meet tight timeframes on specific projects which ensure we are able to mobilise staff by reprioritising non-urgent works and reallocating resource.

Flexible Workforce

Disklabs ability to mobilise staff within tight timeframes is underpinned by our flexible workforce, who are experienced in being dispatched to hostile working environments to undertake the seizure and examination of devices. The notice given for such attendances can be merely a matter of hours with onsite work typically taking place outside of usual business hours – for example when attending at a dawn raid. The flexibility our staff enables Disklabs, to dispatch staff on a same day or next day basis, to work on projects that may last days, weeks or even months in the UK and also worldwide.

Scheduling and Capacity

It is management policy to schedule staff to ensure we maintain capacity to complete the examinations of devices that have specific turnaround times, ensuring we can meet or exceed

SLA's. Scheduling always ensures we have sufficient resource to undertake urgent work when required.

When we need to reprioritise workloads to create additional capacity for urgent requirements, we re-assign analysts working on less time sensitive cases to meet the urgent requirements of our contracted customers.

Due to the many contracted and repeat clients that use our services, responding to high urgency requirements with little notice, is part of our business as usual operational planning. Accordingly capacity for adequately meeting such requirements is worked into how we schedule and allocate staff to contracted and forecast requirements.

When an urgent requirement presents itself from one of our customers, we follow a list of tasks and activities that form the basis of a standard mobilisation plan. These steps include:

- Identifying the scope, requirements and specific objectives to achieve deliver of the project
- Understanding any governance arrangements that need to be in place for the duration of the project
- Identifying the Key personnel required to deliver the project
- Identify the timescales of the project – if required a project plan based on stages is drafted.
- Gain approval to proceed from client
- Review staffing levels throughout the mobilisation process and identify and rectify any shortfalls pre-contract commencement date.
- Run the project
- Implement monitoring and control mechanisms of the work within the project and allocate resource and responsibility to key personnel.
- Maintain ongoing close management of service delivery and co-ordinate and attend any review meetings as required
- Complete the project
- Deliver the project to the client

Our flexible approach to managing peaks in demand for our services applies whether the uplift may span a number of weeks, or just a couple of days.

Examples of mobilisation.

Examples of where we have mobilised staff in tight timeframes to meet urgent requirements include:

Client	Description	Duration of uplift	Details
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

In all of the above examples, we activated our resource plan and had immediate resource available, whilst still meeting the agreed SLAs and turnaround times for the forecast works that we undertake.

Disklabs has always been able to meet all urgent and unforeseen requirements requested of us by our customers, both for short notice work and for extended periods of high demand. As a contracted customer, The Pensions Regulator urgent requirements would take priority over other short notice requests that we may receive from non-contracted customers.

Details of experience of providing and implementing similar forensic examination and analysis techniques and ability to provide clear written and oral reporting of evidence.

Disklabs have considerable experience in delivering digital forensic services to government agencies, police authorities and corporate customers since 1997.

Our analysts have years of relevant experience undertaking digital forensics analysis on computer and mobile phone devices. The majority of our staff have worked in Police High Tech Crime Units or digital forensics organisations prior to joining Disklabs. All staff involved in forensic analysis are experts in the field of digital forensic analysis. The range of their experience includes, but is not limited to, cases involving eDiscovery, eDisclosure, Fraud, Bribery, False Accounting, and Intellectual Property Theft. Indecent Images of Children, Sexual Assault, Inciting Sexual Activity, Sexual Grooming, Rape, Stalking, Kidnapping, Threats to Kill, Witness Intimidation. This experience extends to briefing counsel on technical issues and attending court as expert

witnesses.

We have implemented formal term contracts with [REDACTED] as well as operating on an as-needs basis when clients require assistance with specific cases or situations, as below.

Examples of emergency response investigations requiring the activation of our resource plan:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Our experienced and qualified analysts always work within the parameters of our ISO 17025:2005 and ISO9001:2008 procedures, ACPO Guidelines 1-4, client SLA's and current legislation.

Investigation Support

Disklabs support clients through a collaborative working relationship which includes supporting the investigation, advising on the scope of work, giving professional advice, case conferences and Expert Witness Testimony.

On-Site Scene Attendance

Disklabs Forensic Analysts have a wealth of experience in undertaking search and seizure raids at locations of interest. Typically our team arrive at a designated location, often staying overnight due to the proposed timing of any raid and participate in a team briefing. They advise on various points regarding digital evidence, handling and seizure protocols and then participate in the raid. They identify, photograph, bag, seal, label and document any digital exhibits of interest for investigation back at the laboratory.

On-Site Imaging

In certain circumstances, a forensic image /data extraction of relevant files from identified systems or servers will occur on-site for investigation at a later date.

- Identify all relevant digital devices to be forensically imaged.
- Generate Imaging documentation and photographs of exhibit in situ to include dismantling.

- Attach / select write blockers or forensic tools.
- Check accuracy of bios times/dates.
- Commence imaging process
- Verification of completed imaging using [REDACTED]
- Evidencing of drive containing forensic image (Bagging, sealing, signature, documentation).

© 2006 The Authors

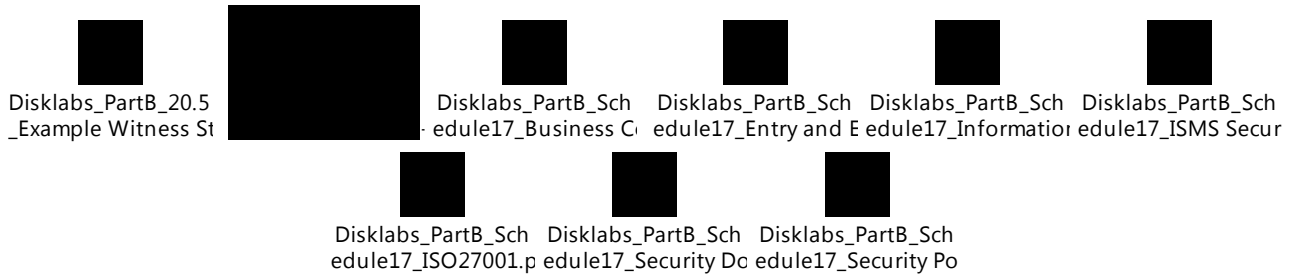
[REDACTED]

[illegible]

Figure 1. The effect of the concentration of the solution on the adsorption of the dye. The concentration of the solution was 0.01, 0.02, 0.03, 0.04, 0.05, 0.06, 0.07, 0.08, 0.09, 0.1, 0.2, 0.3, 0.4, 0.5, 0.6, 0.7, 0.8, 0.9, 1.0, 1.5, 2.0, 3.0, 4.0, 5.0, 6.0, 7.0, 8.0, 9.0, 10.0, 15.0, 20.0, 30.0, 40.0, 50.0, 60.0, 70.0, 80.0, 90.0, 100.0, 150.0, 200.0, 300.0, 400.0, 500.0, 600.0, 700.0, 800.0, 900.0, 1000.0, 1500.0, 2000.0, 3000.0, 4000.0, 5000.0, 6000.0, 7000.0, 8000.0, 9000.0, 10000.0, 15000.0, 20000.0, 30000.0, 40000.0, 50000.0, 60000.0, 70000.0, 80000.0, 90000.0, 100000.0, 150000.0, 200000.0, 300000.0, 400000.0, 500000.0, 600000.0, 700000.0, 800000.0, 900000.0, 1000000.0, 1500000.0, 2000000.0, 3000000.0, 4000000.0, 5000000.0, 6000000.0, 7000000.0, 8000000.0, 9000000.0, 10000000.0, 15000000.0, 20000000.0, 30000000.0, 40000000.0, 50000000.0, 60000000.0, 70000000.0, 80000000.0, 90000000.0, 100000000.0, 150000000.0, 200000000.0, 300000000.0, 400000000.0, 500000000.0, 600000000.0, 700000000.0, 800000000.0, 900000000.0, 1000000000.0, 1500000000.0, 2000000000.0, 3000000000.0, 4000000000.0, 5000000000.0, 6000000000.0, 7000000000.0, 8000000000.0, 9000000000.0, 10000000000.0, 15000000000.0, 20000000000.0, 30000000000.0, 40000000000.0, 50000000000.0, 60000000000.0, 70000000000.0, 80000000000.0, 90000000000.0, 100000000000.0, 150000000000.0, 200000000000.0, 300000000000.0, 400000000000.0, 500000000000.0, 600000000000.0, 700000000000.0, 800000000000.0, 900000000000.0, 1000000000000.0, 1500000000000.0, 2000000000000.0, 3000000000000.0, 4000000000000.0, 5000000000000.0, 6000000000000.0, 7000000000000.0, 8000000000000.0, 9000000000000.0, 10000000000000.0, 15000000000000.0, 20000000000000.0, 30000000000000.0, 40000000000000.0, 50000000000000.0, 60000000000000.0, 70000000000000.0, 80000000000000.0, 90000000000000.0, 100000000000000.0, 150000000000000.0, 200000000000000.0, 300000000000000.0, 400000000000000.0, 500000000000000.0, 600000000000000.0, 700000000000000.0, 800000000000000.0, 900000000000000.0, 1000000000000000.0, 1500000000000000.0, 2000000000000000.0, 3000000000000000.0, 4000000000000000.0, 5000000000000000.0, 6000000000000000.0, 7000000000000000.0, 8000000000000000.0, 9000000000000000.0, 10000000000000000.0, 15000000000000000.0, 20000000000000000.0, 30000000000000000.0, 40000000000000000.0, 50000000000000000.0, 60000000000000000.0, 70000000000000000.0, 80000000000000000.0, 90000000000000000.0, 100000000000000000.0, 150000000000000000.0, 200000000000000000.0, 300000000000000000.0, 400000000000000000.0, 500000000000000000.0, 600000000000000000.0, 700000000000000000.0, 800000000000000000.0, 900000000000000000.0, 1000000000000000000.0, 1500000000000000000.0, 2000000000000000000.0, 3000000000000000000.0, 4000000000000000000.0, 5000000000000000000.0, 6000000000000000000.0, 7000000000000000000.0, 8000000000000000000.0, 9000000000000000000.0, 10000000000000000000.0, 15000000000000000000.0, 20000000000000000000.0, 30000000000000000000.0, 40000000000000000000.0, 50000000000000000000.0, 60000000000000000000.0, 70000000000000000000.0, 80000000000000000000.0, 90000000000000000000.0, 100000000000000000000.0, 150000000000000000000.0, 200000000000000000000.0, 300000000000000000000.0, 400000000000000000000.0, 500000000000000000000.0, 600000000000000000000.0, 700000000000000000000.0, 800000000000000000000.0, 900000000000000000000.0, 1000000000000000000000.0, 1500000000000000000000.0, 2000000000000000000000.0, 3000000000000000000000.0, 4000000000000000000000.0, 5000000000000000000000.0, 6000000000000000000000.0, 7000000000000000000000.0, 8000000000000000000000.0, 9000000000000000000000.0, 10000000000000000000000.0, 15000000000000000000000.0, 20000000000000000000000.0, 30000000000000000000000.0, 40000000000000000000000.0, 50000000000000000000000.0, 60000000000000000000000.0, 70000000000000000000000.0, 80000000000000000000000.0, 90000000000000000000000.0, 100000000000000000000000.0, 150000000000000000000000.0, 200000000000000000000000.0, 300000000000000000000000.0, 400000000000000000000000.0, 500000000000000000000000.0, 600000000000000000000000.0, 700000000000000000000000.0, 800000000000000000000000.0, 900000000000000000000000.0, 10000000



isklabs_PartB_20.2	Disklabs_PartB_20.5	Disklabs_PartB_20.5
Giving_evidence_in_Example	Computer_Example	Mobile Ph



Schedule 2
Delivery Plan

Not Used

As per Schedule 19

Schedule 3 Pricing

Item	Description	Unit Price Hourly Rate (ex VAT) (£)	Total Quantity	Total Price (ex VAT) (£)	VAT (£)	Total Price (incl. VAT) (£) (Max Day Rate)
1	On-Site Scene Attendance of Forensic Analyst -09:00-17:00hrs Monday to Friday (excluding Bank Holidays)					
2	On-Site Scene Attendance of Forensic Analyst - 17:00hrs-09:00hrs Monday to Friday (excluding Bank Holidays) & Weekends (18:00hrs Friday - 08:00 Monday)					
5	Mobile Phone Analysis at Disklabs Facility	£				
6	Computer Forensic Analysis at Disklabs Facility					
7	Forensic Imaging at Disklabs facility					
8	Repair and recover Data from damaged exhibit					
9	Case Conferences (Telephone)					
10	Expert Witness Court attendance					
11	On-Site Scene Attendance of Forensic Analyst – on Bank Holidays (all hours)					
	Other Costs (e.g. disbursements)					
12	2 TB Storage device (Return of case work)					

Clarifications points

Witness Statements and all Reports by a forensic expert are charged at [REDACTED] per hour.

I can confirm our rates are as originally submitted in our tender response.

[REDACTED]

All staff charged at [REDACTED] per hour are Expert Witnesses with relevant qualifications, skills and experience required to undertake the work. Please note this is not a blended hourly rate.

If there are situations which fall outside the tender's scope, we will work with TPR to agree a course of action that works for both parties

Schedule 4

Part A – Contract-specific terms

1 Commencement Date and Contract Period

- 1.1 The Contract shall come into force on 11th November 2015 (the 'Commencement Date') and unless terminated earlier in accordance with its terms shall continue in full force and effect until 10th November 2016 (the 'Contract Period').
- 1.2 The Authority shall have the option to extend the Contract Period for a period or periods of one year, not exceeding in aggregate 2 years (each an 'Extension Period') by serving on the Contractor notice of its desire to do so not less than one (1) month prior to the expiry of the Contract Period, and in such event the Charges payable during the relevant Extension Period shall be the relevant Charges adjusted in accordance with clause 3 (Price variation) of Part B of this Schedule 4 (with all other provisions of this Contract remaining the same unless the parties agree otherwise).
- 1.3 Notwithstanding anything to the contrary elsewhere in this Contract, the Authority shall be entitled to terminate this Contract by serving not less than [insert number of days] days' written notice on the Contractor.

2 Location

- 2.1 The Contractor shall perform the Services at within the UK, and any such other locations as may be agreed between the parties in writing.

3 Key Personnel

- 3.1 The Contractor shall ensure that the key personnel listed in Schedule 9 (Key Personnel) devote such proportion of their time and effort to the Services as is required to deliver such Services in accordance with the Contract and shall not replace such key personnel without the Authority's prior written consent (which shall not be unreasonably withheld or delayed).

4 Acceptance

- 4.1 The Authority shall carry out such examination or tests of the Services as the Authority may reasonably consider appropriate in order to satisfy itself that the Services have been performed to the standards or performance requirements specified in the Contract. If no such standards or performance requirements are so specified, the Authority shall nevertheless be entitled to inspect or examine the Services to satisfy itself that the same have been performed in accordance with the Contract.
- 4.2 Such tests or examination shall be carried out by the Authority within a reasonable time after the Services have been performed.
- 4.3 All such examination or tests shall be carried out with regard to the general good practice in the industry concerned.

- 4.4 If the Services satisfy such tests or examination, then the Authority will accept the Services.
- 4.5 If the Services do not satisfy such tests or examination, then the Authority may reject the Services and require that the Contractor carry out such further improvements as may be necessary so that the Services achieve the required standard or performance requirements, or if none are specified, are performed to the Authority's reasonable satisfaction. Once the Contractor has carried out such improvements and advised the Authority accordingly, the Authority will then at the Contractor's cost repeat the tests or examination, and if the Services then satisfy the tests or examination or are otherwise in accordance with the Contract, the Authority will accept them.
- 4.6 If the Services do not satisfy the repeat tests or examination, then the Authority may proceed in accordance with clause 13 (Default by Contractor) of Part B of this Schedule 4.

5 Defects liability

- 5.1 The Contractor shall be responsible for a period of 3 (three) months from the acceptance of the Services, for the making good by amendment, repair, replacement or re-work of any defect in the Services which is due to any defective design (for which the Contractor is responsible), workmanship or materials.
- 5.2 The Authority will notify the Contractor of any defect and the Contractor shall immediately remedy the same. All costs of making good the defect shall be borne by the Contractor, including any costs for the dismantling and re-assembly of any equipment and the transport of defective items to be returned to the Contractor and their return to the Authority.

6 Liquidated damages

Not applicable

7 Parent Guarantee

Not applicable

8 TUPE

Not applicable

9 Notices

- 9.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one party to the other shall have any validity under the Contract unless made in writing by or on behalf of the party concerned.
- 9.2 Any notice which is to be given by either party to the other shall be given by letter (sent by hand, pre-paid first class post, or recorded delivery), or by facsimile transmission or electronic mail. Such letters shall be addressed to the other party in the manner referred to in clause 9.5 below.
- 9.3 A notice is deemed to have been received:
- a) if delivered by hand, at the time of delivery;
 - b) in the case of pre-paid first class post, or recorded delivery or courier, 48 hours from the time of posting;
 - c) if sent by facsimile, 4 hours from the time of sending;
 - d) if sent by electronic mail, 4 hours from the time of sending provided no "out of office auto-reply" is received by the sender within one hour of transmission of the notice; or
 - e) in each case sooner where the other party acknowledges receipt of such letters, facsimile transmission or item of electronic mail (other than by way of an "out of office auto-reply").
- 9.4 If deemed receipt under clause 9.3 is not within the hours of 09:00 to 17:00 on a Working Day, the notice will be deemed to be received at 09:00 on the first subsequent Working Day. To prove service of notice, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.
- 9.5 For the purposes of this clause 9, the address of each party shall be:

For the Authority:

The Pensions Regulator
Napier House
Trafalgar Place
Brighton
BN1 4DW

For the attention of: Head of Procurement

Tel:

Fax:

Email:  aprocurement@thepensionsregulator.gsi.gov.uk

For the Contractor:

Disklabs Ltd

Unit 6 Mercian Park, Felspar Road, Amington Industrial Estate, Tamworth, Staffordshire, B77 4DP

For the attention of:

Tel:

Fax:

Email:



- 9.6 Either party may change its address for service by serving a notice in accordance with this clause 9.

10 Liability

- 10.1 Subject to clause 0 below, the total liability of each party to the other, whether in contract, tort, negligence, breach of statutory duty or otherwise, for any direct or indirect loss or damage, costs or expenses arising under or in connection with the Contract shall not exceed 250% of the sum of the Charges (or, where the Charges are not a fixed price, such liability for each claim or series of linked claims shall not exceed 250% of the sum of the Charges paid or payable by the Authority in the 12 month period immediately preceding the relevant claim).
- 10.2 The liability cap in clause 0 above does not apply to the indemnity in clause 17 of Part B of this Schedule 4. Nothing in the Contract shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be so limited under any applicable law.

11 Insurance

- 11.1 Notwithstanding clause 18 of Part B of this Schedule 4, the Contractor shall only be obliged to take out and maintain during the Contract Period with a reputable insurance company the following cover types with the following indemnity limits;

Insurance Cover	Indemnity Limit
Employer's liability	£10 Million per claim
Public liability	£10 Million per claim
Professional indemnity	£500,000 per claim

12 Intellectual Property Rights

- 12.1 The Contractor hereby grants to the Authority a perpetual, irrevocable, non-exclusive licence to use (which shall include the right to copy, amend, adapt, modify, publish and distribute) the Project IPR for:
- a) the Authority's internal business purposes; and
 - b) the purposes of receiving and using the Services in accordance with this Contract; and
 - c) the purpose of providing the regulator's findings in a court environment or in court papers for the support and prosecution of a case.
- 12.2 The licence granted under clause 12.1 above shall survive the expiry or termination of this Contract.

Part B – Standard terms and conditions

1 Definitions and interpretations

1.1 In this Contract, unless the context requires otherwise, the following words and expressions shall have the following meanings:

a) **‘Authority Data’** means

- the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
 - (i) supplied to the Contractor by or on behalf of the Authority; or
 - (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or
- any Personal Data for which the Authority is the Data Controller.

b) **‘Charges’** means the charges, fees and any other sums payable by the Authority to the Contractor as set out in, or calculated in accordance with, Schedule 3 (Pricing).

c) **‘Commercially Sensitive Information’** shall mean any information (i) listed in Schedule 16 (Commercially Sensitive Information) (if applicable to the Contract); or, (ii) notified to the Authority in writing (prior to the commencement of this Contract) which has been clearly marked as “commercially sensitive information”: (a) which is provided by the Contractor to the Authority in confidence for the period set out in that Schedule or notification; and/or (b) which constitutes a trade secret.

1.4 **‘Confidential Information’** shall mean any commercial, technical, financial and other information of whatever nature and in whatever form whether written, oral, visual, recorded, graphical, electronic or otherwise, of either party including information and documentation in or relating to pricing, business procedures, know-how and trade secrets whether such content and information is disclosed or supplied by either party or their directors, employees, representatives, officers, agents or advisors to the other (whether before or after the date of this Contract) or which directly or indirectly comes to the attention of the other party in connection with the Contract and/or the Services, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as ‘confidential’ or which ought to reasonably be considered to be confidential).

e) **‘Data’** shall have the meaning given to it in the Data Protection Act 1998.

f) **‘Data Controller’** shall have the meaning given to it in the Data Protection Act 1998.

g) **‘Data Processor’** shall have the meaning given to it in the Data Protection Act 1998.

h) **‘Data Protection Requirements’** means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699),

the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

- i) **'Data Subject'** shall have the meaning given to it in the Data Protection Act 1998.
- j) **'Environmental Information Regulations'** shall mean the Environment Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
- k) **'FoIA'** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
- l) **'Force Majeure'** means any event or occurrence which is outside the reasonable control of the party concerned and which is not attributable to any act or failure to take preventative action by that party, including act of God, fire, flood, violent storm, war, revolution or acts of terrorism, but excluding:
 - strikes, lock outs or other industrial action whether of the affected party's own employees or others; or
 - the failure by any Sub-Contractor or agent to perform its obligations under any sub-contract or contract; or
 - the failure of supplies of power or other goods and services.
- m) **'Intellectual Property Rights'** means any patents, rights to inventions, registered designs, copyright and related rights, database rights, design rights, topography rights, trade marks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- n) **'Personal Data'** shall have the meaning given to it in the Data Protection Act 1998.
- o) **'Pre-existing IPR'** means any Intellectual Property Rights, other than Project IPR, which are used in performing the Services.
- p) **'Premises'** shall mean Napier House, Trafalgar Place, Brighton, BN1 4DW.
- q) **'Processing'** shall have the meaning given to it in the Data Protection Act 1998, and **'Process'** and **'Processed'** shall be construed accordingly.
- r) **'Project IPR'** means any and all Intellectual Property Rights that arise or are obtained or developed by, or by a Sub-Contractor on behalf of, the Contractor in the course of performing, or in connection with, the Services.

- s) '**Replacement Contractor**' shall mean any third party service provider appointed by the Authority to supply any services which are substantially similar to or the same as any of the Services in succession to the Contractor.
- t) '**Request for Information**' means a request for information (as defined in Section 8 of the FoIA) relating to or connected with the Contract or the Authority more generally or any apparent request for such information under the FoIA or the Environmental Information Regulations.
- u) '**Service Specification**' means the service specification for the Services set out in Schedule 1 (Services).
- v) '**Services**' means all services (including the provision of any goods, materials or articles) which the Contractor is required to provide under the Contract as described in the Service Specification.
- w) '**Sub-Contractor**' shall mean any contractor, supplier, service provider, consultant and the like engaged by the Contractor to provide Services or part thereof.
- x) '**Transfer Regulations**' means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended or re-enacted).
- y) '**VAT**' means value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax, and national legislation implementing that Directive or any predecessor to it, or to that Directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union.
- z) '**Working Day**' shall mean a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

1.2 In this Contract:

- a. Unless the context otherwise requires, the singular includes the plural and vice versa.

- b. Headings and use of bold type face shall not affect the interpretation of the Contract.
- c. References to any enactment shall include references to such enactment as it may, after the date of this Contract, from time to time be amended, supplemented or re-enacted.
- d. A reference to a clause, sub-clause, paragraph or sub-paragraph is, unless indicated to the contrary, a reference to a clause, sub-clause, paragraph or sub-paragraph of this Contract.
- e. References to the word 'include' or 'including' are to be construed without limitation.
- f. Any reference to the masculine gender includes the feminine and neuter genders where appropriate.

2 Payment

- 2.1 Subject to the remainder of this clause **2**, the Authority shall pay the Charges in respect of Services which have been completed in accordance with this Contract and accepted by the Authority within thirty (30) days after the receipt by the Authority of a valid invoice, which the Contractor was entitled to submit under this clause **2**, for such Charges.
- 2.2 In addition to the Charges, the Authority shall reimburse the Contractor for reasonable expenses incurred by the Contractor in the course of performing the Services in accordance with the expenses policy set out in Part C of this Schedule 4, provided that:
- 2.3 expenses shall not be invoiced separately but shall instead be shown as a separate item as part of the invoice submitted to the Authority for payment within 6 months after the date of the relevant receipt; and
- 2.4 the Contractor has furnished the Authority with reasonable supporting documentation in relation to the relevant expense. The Contractor shall be solely responsible for maintaining adequate records of expenses incurred.
- 2.5 In the event that the Authority disputes any part of an invoice, the Authority shall pay the undisputed amount inclusive of VAT. Both parties shall make every effort to resolve any such disputes and the Authority shall pay any balance as soon as is practicably possible following the resolution of the relevant dispute.

- 2.6 The Contractor shall be entitled to submit invoices for provision of the Services monthly in arrears. The Contractor shall submit clearly labelled invoices with the relevant purchase order reference, other relevant information (including any timesheets or other information required by the Authority to justify the Charges invoiced) and clearly addressed to the Authority's Finance team to aid the invoice matching and payment process. Failure to do so may result in late payment for which the Authority will not be held liable.
- 2.7 The Contractor shall ensure that VAT, where applicable, shall be shown separately on all invoices submitted pursuant to the Contract as a strictly net extra charge to make each such invoice a valid tax invoice for VAT purposes.
- 2.8 The Authority shall be entitled to deduct from any payment otherwise due to the Contractor any sum that is due to the Authority under this Contract.

3 Price variation

- 3.1 The Charges shall not be increased throughout the first twelve (12) months beginning on the Commencement Date.
- 3.2 The Charges may be reviewed annually on each anniversary of the Commencement Date throughout the Contract Period solely for the purpose of maintaining 'cost neutral' status (subject to clause 3.3), and any request for cost increase will be rejected unless exceptional evidence can be advanced by the Contractor, which the Authority may review at its discretion.
- 3.3 If, during the Contract Period, the Contractor makes a general price decrease, or, because of any fall in the cost of labour, materials, fuel or transport, the cost to the Contractor of delivering the Services reduces, the Contractor shall offer the Authority a proportionate decrease in the Charges with effect from the next anniversary of the Commencement Date.
- 3.4 Any change to the Charges as described in clauses 3.2 or 3.3 shall be implemented through the change control procedure set out in Schedule 7 (Change Control), unless otherwise agreed in a written document signed by both the Contractor's Representative and the Authority Representative (each as defined in clause **7**).

4 Performance and obligations of the Contractor

- 4.1 The Contractor shall carry out the Services in accordance with the Service Specification and the terms of the Contract. Unless otherwise specified in the Contract, the Contractor undertakes that the design, workmanship and materials used will be fit to achieve the purpose for which the Services are required, either as specified by the Authority expressly in the Contract or as may be implied from the Contract. The Contractor shall exercise all reasonable skill, care and diligence in the performance and discharge of the Services.
- 4.2 The Contractor shall provide all supervision, labour, materials, transport, plant, tools, equipment and facilities necessary to perform the Services in accordance with the Contract.
- 4.3 The Contractor shall proceed with the carrying out of the Services regularly, diligently and shall meet any dates related to the performance of the Services (or any part of the Services) included in the Contract.
- 4.4 Unless otherwise provided for the Contractor shall not deliver any items to the Premises or remove any items belonging to the Authority from the Premises without having first obtained written permission from the Authority. The Contractor shall maintain written records of all items so delivered or removed.
- 4.5 With effect from the Commencement Date, the Contractor shall be deemed to have inspected the Premises and to have satisfied itself of the conditions and all circumstances affecting the Premises and the carrying out of the Services. Accordingly, the Contractor shall not be entitled to bring any claim for additional payment or an extension of time for performance of the Services on the grounds of any matter relating to the Premises or as to the circumstances or conditions under which the Services are to be provided, except where such matter, circumstance or condition has arisen after the Commencement Date and could not have been reasonably foreseen by the Contractor.

5 Contract management

- 5.1 The Contractor and the Authority shall comply with their respective contract management obligations (if any) set out in Schedule 6 (Contract Management) of the Contract.

6 Contractor's staff

- 6.1 The Contractor must employ sufficient staff to ensure that the Services are provided in accordance with the Service Specification at all times. The Contractor must ensure that a sufficient reserve of staff is available to provide the Services during planned and unplanned staff absences.

- 6.2 The Contractor must employ for the purposes of this Contract only such persons as are careful, skilled and experienced in the duties required of them, and must ensure that every such person is properly and sufficiently trained and instructed and carries out the Services with regard to (and in compliance with):
- a) the task that person has to perform;
 - b) all relevant provisions of the Contract;
 - c) all relevant rules, policies, procedures and standards of the Authority;
 - d) fire risks and fire precautions;
 - e) the need to observe the highest standards of hygiene, courtesy and consideration; and
 - f) the requirements of the Health and Safety at Work Act 1974 and other relevant legislation and codes of practice.
- 6.3 The Contractor must provide all of its staff attending the Premises with a form of identity acceptable to the Authority and must ensure that they display that identity on their clothing at all times when they are on the Premises.
- 6.4 The Contractor must ensure that its staff do not smoke on the Premises except where smoking is expressly permitted.
- 6.5 The Contractor must remove any of its staff from the Premises if on grounds of efficiency or public interest (or under clause 8.3) the Authority requests it to do so.
- 6.6 The Contractor shall comply with any staff vetting procedures notified in writing to the Contractor by the Authority in respect of all Contractor personnel employed or engaged in the provision of the Services. Where Contractor personnel employed or engaged in the provision of the Services have not been vetted to the standard set out in such staff vetting procedures, the Authority may require that such personnel immediately cease providing the Services or any part thereof.
- 6.7 The Contractor shall ensure that no person who discloses that he has a conviction (other than motoring offences), or who is found by the Contractor to have any convictions (other than motoring offences) whether as a result of a police check or through the Disclosure and Barring Service (formerly known as the Criminal Records Bureau) procedures or otherwise, is employed or engaged in the provision of any part of the Services without the Authority's prior and express written consent.
- 6.8 If the Contractor uses persons other than its employees to perform the Services, the Contractor shall be fully responsible for the work performed by such persons and the provisions of the Contract shall apply to such persons as if they were members of the Contractor's staff.

7 Liaison

- 7.1 The Contractor shall appoint a representative (the 'Contractor's Representative') and such appointment shall be notified to the Authority within 10 Working Days after the Commencement Date. The Contractor's Representative shall be responsible for liaison with the Authority.
- 7.2 The Contractor shall notify the Authority promptly of any proposed change to the identity of the Contractor's Representative. Any replacement of the Contractor's Representative shall be subject to the prior written approval of the Authority (such approval not to be unreasonably withheld or delayed).
- 7.3 The Authority shall appoint a representative (the 'Authority Representative') and such appointment shall be notified to the Contractor within 10 Working Days after the Commencement Date. The Authority shall not be liable for any instructions issued to the Contractor by any person other than the Authority Representative.
- 7.4 The Authority shall notify the Contractor promptly of any proposed change to the identity of the Authority Representative.

8 Access for the Contractor

- 8.1 The Authority shall give the Contractor access to the Premises for the purpose of carrying out the Services at such times as may be specified in the Contract or, if not so specified, as may reasonably be required by the Contractor to carry out the Services in accordance with the Contract.
- 8.2 While on the Premises, the Contractor shall comply strictly with all applicable statutory enactments and regulations, the Authority's applicable policies and procedures (copies of which are available to the Contractor on request) and instructions from the Authority.
- 8.3 The Authority shall have the right to require the Contractor to remove immediately from the Premises any employee or Sub-Contractor who has:
 - a) failed to comply with any of the applicable enactment's, regulations, policies, procedures or instructions; or
 - b) in the sole opinion of the Authority has not conducted himself appropriately or been negligent or incompetent,

without thereby incurring any responsibility to the Contractor for any additional costs or time.

- 8.4 The Contractor shall be solely responsible for the suitability and safety of any equipment or tools used by the Contractor's staff and shall not use any equipment or tools, which may be unsuitable, unsafe, or likely to cause damage. The Authority may inspect any such equipment or tools at any time and may require the Contractor to remove from the Premises, any equipment or tools which in the sole opinion of the Authority are unsuitable, unsafe, or likely to cause damage and replace the same, without incurring any responsibility to the Contractor for additional cost or time.
- 8.5 The Contractor shall ensure that at all times when employees of the Contractor are present on the Premises they have present a competent supervisor, and any instructions given by the Authority to that supervisor shall be considered as given to the Contractor.
- 8.6 The Contractor shall be responsible for the obtaining of any wayleaves, permissions, approvals and licences as required for any installation works to take place in locations outside of the Premises.
- 8.7 Without relieving the Contractor of its duty to deliver the Services, the Authority reserves the right to refuse any employee or Sub-Contractor of the Contractor access to the Premises where, in the Authority's absolute discretion, such person's behaviour is unacceptable or they have not satisfied or been subject to the relevant checks referred to in clause 6.

9 Sub-contracting and assignment

- 9.1 Neither party shall assign any of its obligations under the Contract without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.
- 9.2 The Contractor shall not charge, pledge, transfer or sub-contract any part of the Contract without the prior written consent of the Authority, other than for the purchase of standard materials or for items the manufacturer or supplier of which is named in the Contract.
- 9.3 The Contractor shall be as fully responsible for the acts and defaults of any Sub-Contractor as if they were the Contractor's own.
- 9.4 Where the Contractor enters into a sub-contract with a Sub-Contractor for the purpose of performing the Services, it shall cause a term to be included in such a sub-contract which requires payment to be made of undisputed sums by the Contractor to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice.

10 Progress and inspection

- 10.1 The Authority shall have the right to inspect the provision of Services at any time whether on the Premises or in the works of the Contractor or Sub-Contractor and to reject any aspect of the Services which is not in accordance with the Contract. Without prejudice to any other rights or remedies available to the Authority, the Contractor shall forthwith re-perform any aspect of the Services so rejected. Any such inspection or testing shall not relieve the Contractor of any of its obligations under the Contract.

11 Passing of property and risk

- 11.1 The title in any goods delivered by the Contractor to the Authority as part of the Services shall pass to the Authority on delivery of the goods to the Premises.
- 11.2 Unless otherwise provided for in the Contract the risk in any goods which are to be delivered by the Contractor to the Authority shall pass to the Authority on acceptance by the Authority of such goods.
- 11.3 Where goods belonging to the Authority are to be sent to the Contractor for overhaul, repair or cleaning, such goods shall be at the risk of the Contractor from the time that they are handed over to the Contractor at the Premises until they have been delivered back to the Premises to the reasonable satisfaction of the Authority. The title in such goods shall at all times remain with the Authority and the Contractor shall clearly mark such goods as belonging to the Authority and keep them separate from all other goods in the Contractor's possession.
- 11.4 The Contractor shall be strictly responsible for the care of any goods belonging to the Authority whilst the Contractor is carrying out work on such goods on the Premises and such obligation of care shall include the leaving of such goods in a safe and proper condition when the Contractor ceases such work.

12 Confidentiality

- 12.1 Any party receiving Confidential Information from the other ('Receiving Party') shall (except as may be subsequently agreed in writing by the party disclosing the Confidential Information ('Disclosing Party')) at any time after the Commencement Date:
- a) keep all Confidential Information of the Disclosing Party strictly confidential and not disclose any part of it to any other person without the Disclosing Party's prior written consent and then only under conditions of confidentiality no less onerous than those contained in the Contract;
 - b) act in good faith at all times in relation to the Disclosing Party's Confidential Information, and will not use any of the Disclosing Party's Confidential Information for any purpose other than the performance of the Contract;

- c) use the same degree of care to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature, being at least a reasonable degree of care;
- d) only disclose the Disclosing Party's Confidential Information to its professional advisers, its officers and employees who have a need to have access to the Disclosing Party's Confidential Information for the performance of their work with respect to the Contract, and who are bound by a written agreement or professional obligation to protect the confidentiality of the Disclosing Party's Confidential Information provided that the Receiving Party shall retain full liability for any act or omission of any person to whom Confidential Information is disclosed under this clause 12.1 which would have constituted a breach by that person of the terms of the Contract had such person been a party to it; and
- e) promptly advise the Disclosing Party of any unauthorised use or disclosure of the Disclosing Party's Confidential Information of which it becomes aware.

12.2 The restrictions set out in clause 12.1 shall not apply with respect to Confidential Information which:

- a) is known to the Receiving Party before disclosure directly or indirectly by the Disclosing Party, and is not subject to any obligation of confidentiality;
- b) is or becomes publicly known through no act or default on the part of the Receiving Party;
- c) is obtained by the Receiving Party from a third party in circumstances where the Receiving Party has no reason to believe that there has been a breach of a duty of confidence; or
- d) is independently developed by the employees, agents or sub-contractors of the Receiving Party without access to the Disclosing Party's Confidential Information.

12.3 The restrictions in this clause 12 do not apply to the extent (and only to the extent) that any Confidential Information is required to be disclosed by the Receiving Party by any law or regulation, judicial or governmental request or order provided that to the extent the Receiving Party is permitted by law:

- a) the Receiving Party must inform the Disclosing Party, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the Confidential Information required to be disclosed; and
- b) the Receiving Party must take all reasonable steps to (i) minimise the disclosure required of the Disclosing Party's Confidential Information and (ii) where possible ensure the continued confidentiality of the Confidential Information disclosed.

- 12.4 All Confidential Information shall remain the property of the Disclosing Party, and (subject to clause 29) the Receiving Party shall not acquire any Intellectual Property Rights or other rights in the Disclosing Party's Confidential Information by virtue of the Contract, except for the right to use it in accordance with the terms of this Contract.
- 12.5 The parties acknowledge that the Authority is subject to the FoIA and, notwithstanding anything to the contrary in the Contract, may be obliged to disclose any information (including Confidential Information) which it holds in response to a request received under that Act and such disclosure shall in no circumstances be deemed to be a breach of the Contract.
- 12.6 Nothing in this clause 12 shall be deemed or construed to prevent the Authority from disclosing any Confidential Information obtained from the Contractor to any other contracting authority (as defined in the Public Contracts Regulations 2006), provided that the Authority has required that such information is treated as confidential by such contracting authorities and their employees, including requiring employees to enter into a confidentiality agreement prior to disclosure of the Confidential Information, whereupon the Authority shall have no further liability for breach of confidentiality in respect of such contracting authorities. All contracting authorities in receipt of such Confidential Information shall be considered as parties to this Contract within Section 1 of the Contracts (Rights of Third Parties) Act 1999 for the purpose only of being entitled to further disclose the Confidential Information to other contracting authorities on such terms.
- 12.7 Nothing in this clause 12 shall prevent the Contractor or the Authority from using data processing techniques, ideas and know-how gained during the performance of this Contract in the furtherance of its normal business, to the extent that this does not relate to a disclosure of Confidential Information or an infringement by the Authority or the Contractor of any Intellectual Property Rights.

13 Default by Contractor

- 13.1 If the Contractor is in breach of any of its obligations under the Contract, the Authority shall be entitled to give the Contractor notice in writing to forthwith remedy such breach.
- 13.2 If the Contractor fails to comply with such notice within seven (7) days following its receipt or such longer period as the Authority may allow in writing having regard to the nature of the breach, the Authority shall be entitled forthwith to terminate the Contract and either carry out himself or employ others to carry out the Services that the Contractor has not performed at the Contractor's risk and cost.

- 13.3 Upon such termination, the Authority shall be under no obligation to pay the Contractor any further sums until the whole of the Services, which were to have been provided by the Contractor under the Contract, have been completed. Upon such completion the Authority shall pay to the Contractor, or be entitled to recover from the Contractor, the difference between the sums due to the Contractor for the Services performed by the Contractor in accordance with the Contract up to the date of termination, and the costs incurred by the Authority in the completion of the Services, together with the direct damages suffered by the Authority arising out of the Contractor's default.

14 Termination

- 14.1 Without prejudice to any other provisions of this Contract, this Contract may be terminated:
- a) immediately upon notice by the Authority if the Contractor is in breach of this Contract and fails to remedy such breach within seven (7) days of receipt of notice thereof in writing or such longer period as may be reasonable in the circumstances;
 - b) immediately upon notice by either party if the other party becomes bankrupt or makes any composition or arrangement with his creditors or has a proposal in respect of his company for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986 or has an application made under the Insolvency Act 1986 in respect of his company to the court for the appointment of an administrator or has a winding up order made or (except for the purposes of reconstruction) a resolution for voluntary winding up passed or a receiver or manager of his business or undertaking is duly appointed or has an administrative receiver, as defined in the Insolvency Act 1986 appointed or possession is taken by or on behalf of any creditor of any property the subject of a charge;
 - under clause 22.2;
 - under clause 29.9;
 - under clause 36.2;
 - under clause 42;
 - under clause 45.2; or
 - for any breach by the Contractor of clause 46 or if the Contractor otherwise fails to comply with The Pensions Act 2004.

15 Effect of termination

- 15.1 The expiry or termination of this Contract shall be without prejudice to any rights or remedies available to, or any obligations or liabilities accrued to, either party at the effective date of termination.

15.2 Upon termination of this Contract for any reason:

- a) the Contractor will be paid the Charges and expenses in accordance with this Contract on a proportional basis for Services performed up to and including the effective date of termination;
- b) where any Charges have been paid for Services not performed prior to the effective date of termination, the Contractor shall repay to the Authority an amount equal to the sum of such Charges and any duties or taxes paid by the Authority to the Contractor in respect of such Charges;
- c) each party shall immediately deliver to, or dispose of as directed by, the other party any and all materials and property belonging or relating to the other party, including all Confidential Information, and all copies of the same, then in its possession, custody or control, and shall certify in writing to the other party that the same has been done, provided that each party shall be entitled to retain one copy of such information if and solely to the extent required for the purposes of satisfying any of its audit and regulatory requirements; and
- d) the Contractor shall deliver to the Authority all materials developed in performance of the Services then in the Provider's possession or control whatever their state of development at that time, and all materials and information reasonably required by the Authority to complete any partially completed materials and continue delivery of the Services itself or through another third party.

15.3 Provisions of the Contract which either are expressed to survive its expiry or termination or from their nature or context it is contemplated that they are to survive such expiry or termination, shall remain in full force and effect notwithstanding such expiry or termination.

16 Costs

16.1 Each party shall bear its own costs with regard to the finalisation of this Contract prior to its execution.

17 Indemnity

17.1 The Contractor shall indemnify and keep indemnified the Authority against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or at common law in respect of:

- a) any loss or damage to property (whether real or personal); and
- b) any injury to any person, including injury resulting in death

- 17.2 in any way arising out of the provision of the Services by the Contractor, its employees or Sub-Contractors except insofar as such loss, damage or injury shall have been caused by negligence on the part of the Authority, its employees or agents (not being the Contractor or employed by the Contractor).

18 Insurance

- 18.1 Subject to the requirements (if any) set out in Schedule 12 (Insurance), without prejudice to its liability to indemnify the Authority under clause 17 the Contractor shall throughout the Contract Period maintain the following insurances with a reputable insurance company:
- a) third party insurance against all loss of and damage to property and injury to persons (including death) under which the cover shall not be less than £10,000,000 in respect of any one incident; and
 - b) professional indemnity insurance under which the cover is not less than £500,000 in respect of any one incident and shall maintain such cover for six (6) years after the end of the Contract for all claims to which this clause applies.
- 18.2 The Contractor shall upon request made from time to time produce to the Authority documentary evidence that the insurances required by clauses 18.1(a) and 18.1(b) are properly maintained.
- 18.3 The Contractor shall also maintain Employer's Liability Insurance in accordance with the Employers Liability (Compulsory Insurance) Act 1969 and such insurance policy (ies) shall incorporate a waiver of subrogation rights against the Authority.

19 Severance of terms

- 19.1 If any provision contained in this Contract is held by any competent authority to be invalid or unenforceable in whole or in part, it shall insofar as it is severable from the remainder of the Contract, be deemed to be omitted from the Contract and the validity of the other provisions contained in this Contract and the remainder of the provision in question shall not be affected thereby.

20 Entire agreement

- 20.1 This Contract contains or expressly refers to the entire agreement between the parties with respect to the subject matter hereof and expressly excludes any warranty, condition or other undertaking implied at law or by custom and supersedes all previous agreements and understandings between the parties, and each party acknowledges and confirms that it does not enter into this Contract in reliance on any representation warranty or other undertaking not fully reflected in the terms of this Contract.

21 Amendments

- 21.1 Any amendments to this Contract shall be made in writing and signed by authorised signatories of the parties hereto.

22 Variations and Change Control

- 22.1 In the event that the Authority shall require any reasonable alteration or addition to or omission from the Services or any part thereof (hereinafter referred to as a 'Variation'), the Contractor shall state in writing the effect such Variation will have on the Services and what adjustment, if any, will be required to the Charges. The Contractor shall furnish such details within fourteen (14) days after receipt of the Authority's written request or such other period as may be agreed.
- 22.2 In the event that the Contractor is unable to accept the Variation or where the parties are unable to agree a change in the Charges, the Authority may:
- a) allow the Contractor to fulfil its obligations under the Contract without the variation; or
 - b) acting reasonably, terminate the Contract with immediate effect upon giving notice to the Contractor.
- 22.3 The Contractor shall be obliged to satisfy the Authority as to the reasonableness of the extra costs or savings resulting from Variations under this clause 22.
- 22.4 The Contractor shall not vary the Services in any respect unless instructed in writing to do so by the Authority.
- 22.5 No Variation shall be binding unless it has been agreed in writing and signed by both the Contractor's Representative and the Authority Representative (each as defined in clause 7).
- 22.6 The provisions of this clause 22 are subject to the requirements (if any) set out in Schedule 7 (Change Control),

23 Disputes

- 23.1 The parties each agree that they will attempt in good faith to resolve any claim or dispute arising out of or in connection with the Contract promptly through negotiations between their respective senior executives and management. If the parties are unable to resolve the dispute or claim in accordance with this clause 23.1, either party may commence proceedings in accordance with clause 43.

- 23.2 Nothing in this clause 23 shall prevent either party from applying at any time to the court for injunctive relief on the grounds of infringement, or threatened infringement, of the other party's obligations of confidentiality contained in this Contract or infringement, or threatened infringement, of the applicant's Intellectual Property Rights.

24 Health and safety

- 24.1 The Contractor represents and warrants to the Authority that the Contractor has satisfied himself that all necessary tests and examinations have been made or will be made prior to delivery of any equipment to be used in the performance of the Services to ensure that such equipment is designed and constructed as to be safe and without risk to the health or safety of persons using the same, and that he has made available to the Authority adequate information about the use for which such equipment has been designed and has been tested and about any conditions necessary to ensure that when put to use such equipment will be safe and without risk to the health or safety of any individual.
- 24.2 The Contractor shall at all times comply with the requirements of the Health and Safety at Work Act 1974 and of any other acts, regulations, orders or rules of law pertaining to health and safety.
- 24.3 The Contractor shall forthwith nominate a person to be responsible for health and safety matters relating to the Contract. Whilst on the Premises, the Contractor shall ensure that its employees and Sub-Contractors comply with the Authority's general statement of safety policy and with the lawful requirements of the Authority's health and safety representative.
- 24.4 The Authority shall be able to suspend the provision of the Services or part thereof in the event of non-compliance by the Contractor with this clause 24. The Contractor shall not resume provision of the Services or such part until the Authority is satisfied that the non-compliance has been rectified.
- 24.5 The Contractor shall indemnify the Authority against all actions, suits, claims, demands, losses, charges, costs and expenses which the Authority may suffer or incur as a result of or in connection with any breach of this clause 24.

25 Contracts (Rights of Third Parties) Act 1999

- 25.1 To the extent that this Contract is expressed to confer rights or benefits on a party who is not a party to this Contract, that party shall by virtue of the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce those rights as if it was a party to this Contract. For the avoidance of doubt the consent of any person other than the Authority (or the Contractor, as the case may be) is not required to vary or terminate this Contract.

- 25.2 Except as provided in clause 25.1, a person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This clause 25.2 does not affect any right or remedy of any person that exists or is available otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.

26 Non-discrimination

26.1 The Contractor shall:

- a) comply with and maintain policies to ensure that it and its Sub-Contractors comply with their and the Authority's statutory obligations under the Equality Act 2010, and not unlawfully discriminate against any person in decisions to recruit, train, promote, discipline, or dismiss or in the provision of the Services (whether in relation to marital status, colour, race, gender, religious belief, sexual orientation, nationality (including citizenship), on the grounds of their disability or otherwise);
- b) comply with the Authority's reasonable requirements from time to time in relation to the elimination of unlawful discrimination and promotion of equality, opportunity and good relations between persons of different racial groups to the extent necessary to ensure compliance with the provisions of the Equality Act 2010;
- c) provide such information as the Authority may reasonably require for the purpose of assessing the Contractor's compliance with this clause 26 including, if requested, recruitment advertisements or other literature and details monitoring applicants and employees;
- d) exercise its duty under the Equality Act 2010 to make reasonable adjustments as defined and described in that Act;
- e) observe, as far as is reasonably practicable, the Equality and Human Rights Commission's Codes of Practice published from time to time during the Contract Period (or any codes published by any body that replaces the Equality and Human Rights Commission);
- f) take all reasonable steps to procure the observance of the provisions of clause 26.1 in the provision of the Services by all employees, agents and consultants of the Contractor and its Sub-Contractors.

- 26.2 In the event of any finding of unlawful sex, racial or disability discrimination being made against the Contractor or its Sub-Contractors during the Contract Period by any court or tribunal, or of an adverse finding in any formal investigation (in the case of sex and racial discrimination only) by the Equality and Human Rights Commission over the same period, the Contractor shall inform the Authority of this finding forthwith and shall (but, in the event of an appeal, only after the final and unsuccessful outcome of the appellate process) take appropriate steps to the reasonable satisfaction of the Authority to prevent repetition of the unlawful discrimination.

27 Human rights

- 27.1 The Contractor shall comply with the Human Rights Act 1998 and any regulations or code of practice made thereunder and in carrying out such obligations shall act as though the statutory provisions relating to public authorities under the Human Rights Act 1998 and any regulations or code of practice made thereunder applied to the Contractor and shall indemnify the Authority in respect of all actions, claims, liabilities and demands suffered or incurred by the Authority arising out of any breach by the Contractor of this clause.

28 Environmental impact

- 28.1 The Contractor shall comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the Services. Without prejudice to the generality of the foregoing, the Contractor shall promptly provide all such information regarding the environmental impact of the Services as may reasonably be requested by the Authority.
- 28.2 The Contractor shall meet all reasonable requests by the Authority for information evidencing compliance with the provisions of this clause 28 by the Contractor.

29 Intellectual property rights

- 29.1 Where any Intellectual Property Rights owned or licensed by the Authority are required to be used in connection with the provision of the Services, the Contractor acknowledges that it shall have no right to use the same except to the extent necessary for the provision of the Services and subject to such consents and restrictions as may be specified by the Authority.
- 29.2 The Contractor hereby assigns (with full title guarantee) to the Authority ownership of any and all Project IPR and shall procure the waiver in favour of the Authority of all moral rights relating to the Project IPR. The Contractor undertakes at the Authority's request and expense to execute all deeds and documents which may reasonably be required to vest such rights in the Authority and to give effect to this clause 29.2.

- 29.3 The Contractor hereby grants to the Authority an irrevocable, royalty-free non-exclusive licence of any and all Pre-existing IPR subsisting in any materials delivered to the Authority in the performance of the Services (the 'Deliverables') for the purposes of receiving and using, and to the extent necessary to receive and use, the Services in accordance with the Contract.
- 29.4 The Contractor warrants that it has in place contractual arrangements with all members of the Contractor's staff and its Sub-Contractors assigning to the Contractor their Intellectual Property Rights and waiving their moral rights (if any) in the Deliverables such that the Contractor can enter into the assignments, licences and waivers set out in this clause 29.
- 29.5 The Contractor warrants that the provision of the Services does not and will not infringe any third party's Intellectual Property Rights and the Contractor shall, during and after the Contract Period, indemnify and keep indemnified and hold the Authority harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority may suffer or incur as a result of or in connection with any breach of this clause 29, except where any such claim arises from:
- a) items or materials supplied by the Authority; or
 - b) the use of data supplied by the Authority which is not required to be verified by the Contractor under any provision of the Contract.
- 29.6 The Authority shall notify the Contractor in writing of any claim or demand brought against the Authority for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Contractor.
- 29.7 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Contractor, provided always that the Contractor:
- a) shall consult the Authority on all substantive issues which arise during the conduct of such litigation and negotiations;
 - b) shall take due and proper account of the interests of the Authority; and
 - c) shall not settle or compromise any claim without the Authority's prior written consent (not to be unreasonably withheld or delayed).
- 29.8 The Authority shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Authority or the Contractor by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Contractor's obligations under the Contract and the Contractor shall indemnify the Authority for all costs and expenses (including legal costs and disbursements) incurred in doing so. The Contractor shall not, however, be required to indemnify the Authority in relation to any costs and expenses incurred in relation to or arising out of a claim, demand or action which relates to the matters in clause 29.5(a) or (b).

- 29.9 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract, or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the Authority and, at its own expense and subject to the consent of the Authority (not to be unreasonably withheld or delayed), use its best endeavours to:
- a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply mutates mutandis to such modified Services or to the substitute Services; or
 - b) procure a licence to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Authority.

If the Contractor is unable to comply with either clause 29.9 (a) or (b) within twenty (20) Working Days of receipt of the Contractor's notification under this clause 29.9, the Authority may terminate the Contract with immediate effect by notice in writing.

- 29.10 The Contractor warrants that the Charges include any payments made or to be made to any third party in respect of any right, patent, design, trademark or copyright used for the purpose of performing the Contract.
- 29.11 The provisions of this clause 29 shall apply during the Contract Period and after its expiry or termination howsoever arising.

30 Data protection and information security

- 30.1 Where the Contractor pursuant to its obligations under this Contract, undertakes the Processing of Personal Data on behalf of the Authority, it shall:
- a) carry out the Processing of Personal Data only in accordance with instructions from the Authority (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Authority to the Contractor during the Contract Period);
 - b) carry out the Processing of Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by any applicable law or regulatory body;
 - c) notify the Authority within five (5) Working Days if it receives:
 - a request from a Data Subject to have access to that person's Personal Data; or
 - a complaint or request relating to the Authority's obligations under the Data Protection Requirements;

- d) provide the Authority with full cooperation and assistance in relation to any complaint or request made (as described in clause 30.1(c), including by:
 - providing the Authority with full details of the complaint or request;
 - complying with a data access request within the relevant timescales set out in the Data Protection Requirements and in accordance with the Authority's instructions;
 - providing the Authority with any Personal Data it holds in relation to the relevant Data Subject (within the timescales required by the Authority); and
 - providing the Authority with any further information requested by the Authority;
- e) permit the Authority or its representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor's Data Processing activities (and/or those of its agents, subsidiaries and Sub-Contractors) and comply with all reasonable requests or directions by the Authority to enable the Authority to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;
- f) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- g) provide a written description of the technical and organisational methods employed by the Contractor for Processing Personal Data (within the timescales required by the Authority); and
- h) take reasonable steps to ensure the reliability of any Contractor personnel who have access to the Personal Data;
- i) ensure that all Contractor personnel required to access the Personal Data are informed of the confidential nature of the Personal Data;
- j) ensure that none of the Contractor personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority;
- k) not undertake the Processing of Personal Data outside the European Economic Area without the prior written consent of the Authority and, where the Authority consents to a transfer, to comply with any reasonable instructions notified to it by the Authority including:

- incorporating standard and/or model Clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Requirements) in the Contract or a separate data processing agreement between the parties; and
 - procuring that any Sub-Contractor or other third party who will be Processing and/or transferring the Personal Data outside the European Economic Area enters into a direct data processing agreement with the Authority on such terms as may be required by the Authority, which the Contractor acknowledges may include the incorporation of standard and/or model Clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation).
- 30.2 The Contractor shall comply at all times with the Data Protection Requirements and shall not perform its obligations under this Contract in such a way as to cause the Authority to breach any of its applicable obligations under the Data Protection Requirements.
- 30.3 The Authority may from time to time serve on the Contractor an information notice (including the information described in Section 43 of the Data Protection Act 1998) requiring the Contractor within such time and in such form as is specified in the information notice, to furnish to the Authority such information as the Authority may reasonably require relating to:
- compliance by the Contractor with the Contractor's obligations under this Contract in connection with the Processing of Personal Data; and/or
 - the rights of Data Subjects, including subject access rights.
- 30.4 With respect to the parties' rights and obligations under this Contract, the parties acknowledge that, except where otherwise agreed, the Authority is the Data Controller and the Contractor is the Data Processor. Where the Contractor wishes to appoint a Sub-Contractor to assist it in providing the Services and such assistance includes the Processing of Personal Data on behalf of the Authority, then, subject always to compliance by the Contractor with the provisions relating to the appointment of Sub-Contractors, the Authority hereby grants to the Contractor a delegated authority to appoint on the Authority's behalf such Sub-Contractor to undertake the Processing of Personal Data, provided that the Contractor shall notify the Authority in writing of such appointment and the identity and location of such Sub-Contractor. The Contractor warrants that such appointment shall be on substantially the same terms with respect to Data Protection Requirements as are set out in this Contract.
- 30.5 Save as set out in this Clause, any unauthorised Processing, use or disclosure of Personal Data by the Contractor is strictly prohibited.

30.6 The Contractor shall be liable for and shall indemnify (and keep indemnified) the Authority against each and every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and disbursements on a solicitor and Authority basis) and demands incurred by the Authority which arise directly or in connection with the Contractor's Data Processing activities under this Contract, including those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, wilful misconduct, breach of statutory duty or non-compliance with any part of the Data Protection Requirements by the Contractor or its employees, agents or Sub-Contractors.

30.7 Principles of security

- a) The Contractor acknowledges that the Authority places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the Premises and the security for the Contractor's systems. The Contractor also acknowledges the confidentiality of Authority Data and shall ensure that no Authority Data is copied to media, including laptops, CD, DVD, USBs, external hard drives or email, other than is necessary under the Contract.
- b) The Contractor shall at all times ensure that the level of security employed in the provision of the Services is in accordance with good industry practice and appropriate to prevent:
 - loss of integrity of Authority Data;
 - loss of confidentiality of Authority Data;
 - unauthorised access to, use of, or interference with Authority Data by any person or organisation;
 - unauthorised access to remote access connections used by the Contractor in the provision of the Services; and
 - use of the Contractor's services by any third party in order to gain unauthorised access to any computer resource or Authority Data.
- c) The Contractor shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Contractor of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority.
- d) If at any time the Contractor suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Authority immediately and where such corruption, loss or degradation is due to the failure of the Contractor to comply with this clause 30.7 inform the Authority of the remedial action the Contractor proposes to take.

30.8 Breach of security

- a) Either party shall notify the other immediately upon becoming aware of any breach of the security of the Authority Data including any actual, potential or attempted breach, or threat to, such security.
- b) Upon becoming aware of any of the circumstances referred to in clause 30.8(a), the Contractor shall:
 - immediately take all reasonable steps necessary to prevent an equivalent breach in the future. Such steps shall include any action or changes reasonably required by the Authority. In the event that such action is taken in response to a breach that is determined by the Authority acting reasonably not to be covered by the obligations of the Contractor under this Contract, then the Contractor shall be entitled to refer the matter to the procedure (if any) set out in Schedule 7 (Change Control); and
 - as soon as reasonably practicable provide to the Authority full details (using such reporting mechanism as may be specified by the Authority from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof.

31 Freedom of Information Act 2000 (FoIA)

- 31.1 The Contractor acknowledges that the Authority is subject to the requirements of the FoIA and the Environmental Information Regulations and shall assist and cooperate with the Authority (at the Contractor's expense) to enable the Authority to comply with these information disclosure requirements.
- 31.2 The Contractor shall and shall procure that its Sub-Contractors shall:
 - a) transfer all Requests for Information to the Authority as soon as practicable after receipt and in any event within two (2) Working Days after receiving a Request for Information;
 - b) provide the Authority with a copy of all information in its possession or power relating to the relevant Request for Information in the form that the Authority requires within five (5) Working Days after receiving the relevant Request for Information (or such other period as the Authority may specify); and
 - c) provide all necessary assistance as reasonably requested by the Authority to enable it to respond to a Request for Information within the time for compliance set out in Section 10 of the FoIA or Regulation 5 of the Environmental Information Regulations.
- 31.3 The Authority shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or other information:
 - a) is exempt from disclosure in accordance with the provisions of the FoIA or the Environmental Information Regulations; or
 - b) is to be disclosed in response to a Request for Information.

In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Authority.

31.4 The Contractor acknowledges that the Authority may, acting in accordance with the Department for Constitutional Affairs' code of practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the FoIA or the Environmental Information Regulations to disclose information:

- a) without consulting with the Contractor; or
- b) following consultation with the Contractor and having taken its views into account.

31.5 The Contractor shall ensure that all information produced in the course of this Contract or relating to this Contract is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

The Contractor acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Authority may nevertheless be obliged to disclose Confidential Information in accordance with clause 12.5.

32 Publicity

32.1 The Contractor shall not advertise or publicly announce that it is supplying the Services or undertaking work for the Authority without the prior consent of the Authority, such consent not to be unreasonably withheld.

33 Anti-corruption and collusion

33.1 The Contractor undertakes and warrants that neither it nor the Contractor's staff, employees or Sub-Contractors have offered, given or agreed to give, nor shall offer or give or agree to give to any person, company or firm any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do anything in relation to the obtaining of the Contract or the execution of the Contractor's obligations under this Contract or for showing or forbearing to show favour or disfavour to any person, company or firm in relation to the Contract.

33.2 The Contractor warrants that it has in place, and undertakes that it will comply with, policies and procedures to avoid the risk of bribery (as set out in the Bribery Act 2010) and fraud within its organisation and in connection with its dealings with third parties.

- 33.3 The Contractor warrants that it has not colluded, and undertakes that it will not at any time collude, with any third party relating to its pricing under this Contract and further warrants and undertakes that it has complied, and will at all times comply, with the provisions of the Competition Act 1998 (or equivalent anti-trust legislation or regulations applicable in the countries in which the Contractor operates or is to provide the Services) in connection with this Contract and the provision of the Services. Nothing under this clause 33.3 is intended to prevent the Contractor from discussing the terms of the Contract and the Contractor's pricing with the Contractor's professional advisors.

34 Agency

- 34.1 The Contractor is not and shall in no circumstances hold itself out as being the agent of the Authority, otherwise in circumstances expressly permitted by the Contract.

35 Whistle-blowing

- 35.1 The Contractor confirms that the corporate secretariat to the Authority is authorised as a person to whom the Contractor's staff may make a qualifying disclosure under the Public Interests Disclosure Act 1998 and declare that any of its staff making a protected disclosure (as defined by the said Act) shall not be subjected to any detriment. The Contractor further declares that any provision in an agreement purporting to preclude a member of its staff from making a protected disclosure is void.

36 Official Secrets Acts 1911 to 1989, S182 of the Finance Act 1989

- 36.1 To the extent such legislation is applicable to the Contractor, the Contractor shall comply with, and shall ensure that persons employed by the Contractor comply with, the provisions of:
- a) The Official Secrets Acts 1911 to 1989; and
 - b) Section 182 of the Finance Act 1989.
- 36.2 In the event that the Contractor or persons employed by the Contractor fail to comply with this clause 36, the Authority reserves the right to terminate the Contract by giving notice in writing to the Contractor.

37 Virus protection

37.1 The Contractor shall maintain throughout the Contract Period fully operational, effective, appropriate and up-to-date virus protection measures to minimise the risk of infections, loss or damage to any of the Authority's data (including the Authority Data). The Contractor shall also take all reasonable steps to minimise the risks of propagation and onward transmission of any virus. Such steps shall include regular and appropriate awareness programmes for the Contractor's staff on virus protection measures. The Contractor shall provide the Authority (upon demand) with written details of such virus protection measures that the Contractor has in place.

37.2 The Contractor shall notify the Authority immediately of:

- a) any virus infections that occur in any locations where the Authority's data is processed/stored;
- b) the damage caused to the Authority's data; and
- c) the actions that have been taken to eradicate the virus.

38 Waiver

38.1 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the Contract shall either be or be deemed to be a waiver or in any way prejudice any right of that party under the Contract.

38.2 A waiver of any default under the Contract shall not constitute a waiver of any subsequent default.

39 Counterparts

39.1 This Contract may be executed in several counterparts each of which shall be deemed an original and all of which shall constitute one and the same instrument.

40 Audit access

40.1 The Contractor shall keep or cause to be kept full and accurate records of the Services performed under the Contract (including records in relation to the payment of the Charges) for seven (7) years after completion of the Services.

- 40.2 The Contractor shall grant to the Authority, any statutory auditors of the Authority and their respective authorised agents ('Auditors') the right of reasonable access to the records referred to in clause 40.1 and/or any premises of the Contractor and shall provide all reasonable assistance to the Authority and the Auditors at all times during and after the Contract Period for the purposes of enabling the Authority and the Auditors to carry out an audit of the Contractor's compliance with this Contract including all activities, charges, performance, security and integrity in connection therewith. Subject to clause 40.4, the Contractor shall be repaid any reasonable expenses incurred in giving any such reasonable assistance.
- 40.3 Without prejudice to the foregoing, in the event of an investigation into suspected fraudulent activity or other impropriety by the Contractor or any third party the Authority and their respective authorised agents shall have the right of immediate access to the records and/or any Contractor's premises described in clauses 40.1 and/or 40.2 and the Contractor agrees to render all necessary assistance to the conduct of such investigation at all times during the Contract Period and at any time thereafter.
- 40.4 If any audit or investigation pursuant to this clause 40 reveals that the Authority has been overcharged or has made an overpayment in connection with the Contract, the Contractor shall reimburse the Authority the amount of the overcharge or overpayment within 14 days, and shall reimburse the Authority for the reasonable costs incurred by the Authority and the Auditors in respect of the relevant audit or investigation. For the avoidance of doubt, the Contractor shall only be repaid its reasonable expenses incurred in giving assistance pursuant to this clause 40 in the event that the relevant audit or investigation reveals no fraudulent activity or other impropriety by the Contractor, its employees, agents or Sub-Contractors.

41 Transfer of Undertakings (Protection of Employment) (TUPE)

- 41.1 Unless stated otherwise in Part A of this Schedule 4:
- a) the parties consider that the Transfer Regulations shall not apply to the termination (whether in whole or in part) of the Services. The Contractor agrees that it will not at any time contend for any purpose whatsoever that the Transfer Regulations apply upon the termination (whether in whole or in part) of the Services; and
 - b) the Contractor shall be liable for and shall indemnify the Authority against any and all costs, liabilities, losses, damages or expenses (including reasonable legal expenses) incurred by the Authority or any Replacement Contractor arising from any claim against the Authority or such Replacement Contractor in connection with any allegation that an individual's employment should transfer or has transferred to the Authority or such Replacement Contractor (as applicable) upon the termination (whether in whole or in part) of the Services.

42 Force Majeure

- 42.1 Neither party shall be liable to the other for any failure to perform its obligations under the Contract for so long as and to the extent that such performance is rendered impossible by an event of Force Majeure, provided that:
- a) the Contractor shall use its best endeavours to fulfil its obligations under the Contract; and
 - b) the party affected by the Force Majeure event shall as soon as reasonably practicable serve notice on the other party specifying the circumstances of the Force Majeure event.
- 42.2 If the Force Majeure event is such as to prevent or substantially delay the future performance of the Contract the Authority may terminate the Contract by written notice to the Contractor but shall pay the Contractor such reasonable sum agreed between the parties in respect only of the expenditure actually incurred and commitments entered into by the Contractor in the performance of the Contract up to the date of the Force Majeure event which have not been covered by the payments already made to the Contractor.

43 Governing Law and Jurisdiction

- 43.1 This Contract and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with English law and the parties hereby irrevocably submits to the jurisdiction of the English courts to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Contract or its subject matter.

44 Data quality

- 44.1 The Contractor shall ensure the information it provides to the Authority from its own sources is accurate and shall use all reasonable endeavours to ensure the information it provides to the Authority from third parties is accurate.

45 Conflicts of interest

- 45.1 The Contractor shall disclose to the Authority Representative any actual or potential conflict of interest arising from the Contractor's provision of the Services as soon as is reasonably practical after becoming aware that such actual or potential conflict exists.
- 45.2 Should the parties be unable to either remove any conflict of interest notified under clause 45.1 or clause 45.3 and/or to alleviate its effect, the Authority shall have the right to terminate the Contract upon giving notice to the Contractor.

- 45.3 The Contractor shall immediately notify the Authority's representative of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the Contractor (including its reputation and standing) and/or the Authority of which it is aware or anticipates may justify the Authority taking action to protect its interests.

46 The Pensions Act 2004– Section 82 Restricted information

- 46.1 The parties acknowledge and agree that restricted information (as defined in clause 46.4) must not be disclosed:
- a) by the Authority; or
 - b) by any person who receives the information directly or indirectly from the Authority.
- 46.2 Subsection (1) is subject to:
- a) clause 46.3; and
 - b) sections 71(9), 83 to 88 and 235 of the Pensions Act 2004.
- 46.3 Subject to section 88(5) of the Pensions Act 2004, restricted information may be disclosed with the consent of the person to whom it relates and (if different) the person from whom the regulator obtained it.
- 46.4 For the purposes of this clause 46, 'restricted information' means any information obtained by the Authority in the exercise of its functions which relates to the business or other affairs of any person, except for information:
- a) which at the time of the disclosure is or has already been made available to the public from other sources; or
 - b) which is in the form of a summary or collection of information so framed as not to enable information relating to any particular person to be ascertained from it.
- 46.5 The parties acknowledge and agree that any person who discloses information in contravention of this section is guilty of an offence and liable:
- a) on summary conviction, to a fine not exceeding the statutory maximum, or imprisonment for a term not exceeding 12 months, or both;
 - b) on conviction on indictment, to a fine or imprisonment for a term not exceeding two (2) years, or both.

47 Transparency

- 47.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions for the FoIA, the content of the Contract is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FoIA. Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for the Authority to publish the Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FoIA redacted), including from time to time agreed changes to the contract, to the general public.
- 47.2 The Authority may consult with the Contractor to inform its decision regarding any exemptions and redactions but the Authority shall have the final decision in its absolute discretion to determine the extent to which the terms of the Contract as published under clause 47.1.
- 47.3 The Contractor shall assist and cooperate with the Authority to enable the Authority to publish this Contract in accordance with this clause 47.

48 Performance bond

- 48.1 On the execution of the Contract, the Contractor shall at its own expense provide a bond from a bank or insurance company approved by the Authority for a sum equal to 100% of the estimated annual Charges payable under the Contract to guarantee the due performance of the Contractor's obligations under the Contract and for the payment by the Contractor to the Authority of all sums due hereunder.
- 48.2 The Contractor shall ensure that such bond remains in force throughout the Contract Period and satisfies any additional requirements set out in Schedule 10 (Performance Bond).

49 Information Sharing

- 49.1 All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.
- 49.2 For these purposes, the Authority may disclose within Government any of the Contractor's documentation/information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this Procurement. The information will not be disclosed outside Government. Contractors taking part in this competition consent to these terms as part of the competition process.

Part C – Expenses Policy

Day subsistence

This is claimable in the following circumstances:

The Authority will pay day subsistence when an individual works away (more than five miles) from home and their office for four or more hours in a day.

The allowances claimable are detailed below

Allowance	Amount	Reason
Breakfast	Up to £5.00	Left home before 7am to work away from office
Lunch	Up to £5.00	
Evening Meal	Up to £10.00	Not able to return home by 8pm but are not staying at a hotel

Night subsistence

Allowance	Amount	
Hotel	Up to £85.00 Up to £135.00	Outside London Inner London Claimable when needing to leave home before 7am or returning later than 8pm
Lodging allowance	£31.00	Payable when away from office or home for 30 or more consecutive nights
Evening meal	Up to £25.00	This includes small tip and VAT but no alcohol
Incidental expenses	£5.00	Newspapers and personal telephone calls

Public transport

Allowance	
Taxis	Repayable only in the following circumstances 1) You are required to leave home before 7am when working away from the office; 2) You will be returning home after 9pm after working away from the office.
Rail	Standard class travel is the normal rate claimable. First class travel is not permitted.
Car Travel	Mileage rate of 45p per mile up to 6000 miles per year, and 25p per mile over 6001 miles per year
Air	Permissible only in the following instances: <ul style="list-style-type: none"> • More economical because of savings on cost.

Schedule 5

SLA

Not Used

Schedule 6

Contract Management

Introduction

This Schedule specifies the requirements in respect of Contract Management issues.

Reports

When requested by the Authority, the Contractor shall provide Reports electronically to the Authority at Napier House, Trafalgar Place, Brighton, BN1 4DW.

Such Reports, in respect of each quarter, shall be submitted quarterly, by the 10th day of the following quarter.

Reports shall include the following:

- Supplier contract governance and compliance reporting: (at frequencies to be determined: Monthly/Quarterly)
- A record of orders placed by TPR within the reporting period and cumulatively
- A record of the number of invoices raised by the supplier within the reporting period and cumulatively
- Service Level Agreement (SLA) delivery against target
- A record of any failures to supply Ordered Services in accordance with this Contract; and
- Details of the number and nature of any complaints from the Authority.
- Service and maintenance helpdesk raised calls: response and resolution timescales
- Planned Preventative Maintenance (PPM's) against the annual PPM forecast
- Planned Software upgrades plan against the annual Software upgrade plan
- Quarterly only (supplier service compensation proposal) Total number of any logged incidents that have breached the contract service levels
- Details of sub-contractors used
- M1 review, details and frequencies

Review Meetings

When requested by the Authority, the Authority's first point of contact and Contractor's first point of contact and/or nominated representatives shall attend review meetings at a location and frequency to be agreed between the Customer's first point of contact and Contractor's first point of contact.

Frequency of reports and review meetings to be agreed at Contract award.

Schedule 7

Change Control

Once the Response to Specification has been agreed and signed off by the Authority and the Contractor and the project has been baselined, the Change Control Process will be put into effect.

The operation of this change control process is mandatory to invoke any changes to the baselined product.

- This is to ensure that requests for changes are:
- raised in accordance with agreed internal processes
- appropriately controlled and documented at all stages
- fully evaluated in terms of their impact and cost by all relevant stakeholders
- approved or rejected by the appropriate level of authority

This document sets out the Change Control Process that should be used to manage any and all requests for change.

The next section of this document details the step-by-step process to be used to manage a change from its original proposal through to its acceptance to rejection.

Step:	Action
1	Authority end-user completes section 1 of Change agreement and submits to Procurement.
2	Authority Procurement adviser/senior adviser completes section 2 of Change agreement. If the proposal is rejected then they will complete section 2 and advise end-user.
3	Procurement then sends Change agreement to Contractor to obtain a formal quotation.
4	Contractor submits formal quotation to Procurement.
5	Procurement add the price to Change agreement. NB: If value of expenditure requires Director/CEO or departmental/Treasury approval then the Spending Controls and/or MCAT process should be followed in the first instance. Section 4 should be completed as appropriate. Further sections of the Change agreement would not be able to be completed until approval is obtained.
6	Procurement obtains Finance Manager (or above) signature in section 5.
7	Head of Procurement accepts or rejects the proposal and indicates this on the Change agreement form in section 6.
8	Contractor accepts or rejects the proposal and indicates this on the Change agreement form in section 7.
9	Procurement raises PO then advises the end-user accordingly who will liaise with the Contractor as appropriate to plan implementation of the Change.

Change agreement

Section 1

Detail of change (to be completed by Procurement and end-user)

The Pensions Regulator

End-user requesting change:	
Contract number:	TPR622
Contract title:	
Change control number:	
Contractor name:	
Date:	
Title of change:	
Change to services:	Description of change What issues this change will address Details of the change and required outcomes. Implementation instructions How the change will add value to the business How the change will improve the supplier service efficiency and effectiveness to the business How the change will improve the Contract Compliance and Governance, SLA delivery and Contract Management processes to the business

Section 2

Procurement detail/impact of change (to be completed by Procurement)	
Additional details of change:	
Impact of change:	

Section 3

Cost (price to be obtained by Procurement)	
Procurement representative (print name):	
Price:	
Cost centre / nominal code:	
Cost Saving (price and % reduction):	
Payment terms: 30 days from date of invoice.	

Section 4

Spending controls/MCAT

The Pensions Regulator

Director / CEO / Ministerial approval required for this procurement:	Yes / No If No, proceed to section 5. If yes, please highlight relevant approval
Business case/MCAT submitted (date):	
Business case/MCAT approved (date):	

Section 5

Financial approval (to be completed by Finance)	
Finance representative (print name):	
Levy/Tax:	
Budget available:	
Accept / Reject:	
Signed:	
Date:	

Section 6

Procurement approval (to be complete by Head of Procurement)	
Head of Procurement (print name):	
Accept / Reject:	
Signed:	
Date:	

Section 7

Contractor agreement (to be completed by delegated Contractor representative)	
Contractor representative (print name):	
Accept / Reject:	
Signed:	
Date:	

Schedule 8

Project Plan

Not Used

Schedule 9

Key Personnel Contractor

Contractor agreement (to be completed by the Potential Provider)	
Contractor name:	Disklabs Ltd
Please include Account Manager and any other key staff who will be assigned to work on the contract	[REDACTED]
Address:	Unit 6 & 7 Mercian Park Felspar Road Amington Industrial Estate Tamworth Staffordshire B77 4DP
Telephone number:	[REDACTED]
Email address:	[REDACTED]

Authority

Contractor agreement (to be completed by the Authority)	
Procurement adviser	
Name:	[REDACTED]
Email address:	[REDACTED]
Telephone number:	[REDACTED]
Contract owner	
Name:	[REDACTED]
Email address:	[REDACTED]
Telephone number:	[REDACTED]
Address:	Napier House, Trafalgar Place, Brighton, BN1 4DW

Schedule 10

Performance Bond

NOT USED

Schedule 11
Form of Parent Guarantee

NOT USED

Schedule 12

Insurance

1. Employer's liability insurance with a limit of indemnity of not less than £10 million for any one incident;
2. Public liability insurance with a limit of indemnity of not less than £10 million for any one incident;
3. Professional liability or indemnity insurance with a limit of indemnity of not less than £500,000 for any one incident or in each case such greater amount of insurance cover as the Authorised Office may from time to time reasonably specify by notice.
4. Declaration of Compliance with Insurance Requirements:

The Contractor hereby confirms that it has insurance arrangements in place that comply with the contract requirements.	
Company name:	Disklabs Ltd
Address:	Unit 6 & 7 Mercian Park Felspar Road Mercian Park Amington Industrial Park, Tamworth, Staffordshire B77 4DP
Signatory:	[REDACTED]
Signatory's name and title:	[REDACTED] Financial Director
Date:	28/7/2015
Comment	[REDACTED] [REDACTED]

Copy of Insurance Certificates are attached, giving details of the insurance including the sum insured, the risks covered, and exclusions and limitations, and confirmation that cover in respect of the services will be in the joint names of the Contractor and the Authority.

NB: ANY RESPONSE TO QUOTATION WITHOUT A CERTIFICATE GIVING ALL SUCH INFORMATION MAY BE DISQUALIFIED

Schedule 13

Vetting Procedures

1. The Contractor certifies that, in respect of all potential staff or persons performing any part of the service (each an "Identified Employee"), before an Identified Employee attends any site or premises at which the service is to be performed:
 - a. each Identified Employee is questioned as to whether he or she has any convictions; and
 - b. the results are obtained of a check of the most extensive available kind made with the Criminal Records Bureau in respect of each Identified Employee; and
 - c. the results of such check are promptly notified in writing to the regulator and the contract manager.
2. The Contractor certifies that no person to whom the regulator or contract manager reasonably objects as a consequence of information obtained under this clause is employed to provide the service.

Schedule 14

Health & Safety

Not Used

Schedule 15

Sub-Contractors

Introduction

This schedule contains details of the Sub-Contractors to be employed by the Contractor in the provision of the proposed Services.

The Authority would need to approve any proposed changes in Sub-Contractor during the contract lifecycle.

Sub-contractors (to be completed by the Potential Provider)	
Sub-contractor 1	
Sub-contractor name:	None
Sub-contractor address:	None
Sub-contractor company registration number:	None
Sub-contractor's responsibility (i.e. what area of service):	None
Sub-contractor 2	
Sub-contractor name:	None
Sub-contractor address:	None
Sub-contractor company registration number:	None
Sub-contractor's responsibility (i.e. what area of service):	None

Selection procedure (to be completed by the Potential Provider)	
Provide detail of your procedure for selecting, appointing and managing Sub-Contractors:	N/A - Disklabs shall deliver all requirements of the contract using employed members of staff. We do not sub-contract our digital forensic services.

Schedule 16

Commercially Sensitive Information

Please list any information that is either:

- Commercially sensitive;
- Provided in confidence; and/or
- Personal data.

Commercially sensitive information would include information relating to a party, its Intellectual property rights or its business or which is indicated by that party that, if disclosed, would cause it significant disadvantage or material financial loss which has been provided to the Authority in confidence for a period to be set out in this schedule; and/or which constitutes a trade secret.

Please be aware that the regulator may consult with the supplier to inform its decision regarding any exemptions and redactions but the regulator shall have the final decision in its absolute discretion; the supplier is requested to assist and cooperate with the regulator to enable any agreement or contract to be published.

Please also be aware that the Authority may publish all contracts of greater value than £10,000 on the government Contracts Finder website.

N.B. It will be interpreted by a nil response to this schedule that the contract is wholly acceptable for publication

Please complete the form below detailing all information that you would request be redacted prior to contract publication followed by the classification (under the Freedom of Information Act) of the information. These will be one of the following:

S40 - Information is personal data

S41 - Information was provided in confidence

S43 - Information is commercially sensitive

(For commercially sensitive redaction requests, please set out below why you consider the information to be commercially sensitive.)

Information redaction request	Information classification (S40 / S41 / S43)
CVs	S40
Pricing	S43
All attached supporting documents	S43
All Security Related responses	S41
All Technical Responses	S43

Schedule 17

Baseline Security

Base level security questionnaire for new companies

It is important for us to understand the security controls of any company that may hold or access TPR data.

Environmental Security

Normal working hours of the facility

It is important to know whether the facility is open in normal working hours: i.e. 9 – 5 or whether site has unusual hours i.e. 24/7



Are there any out-of-hours working?

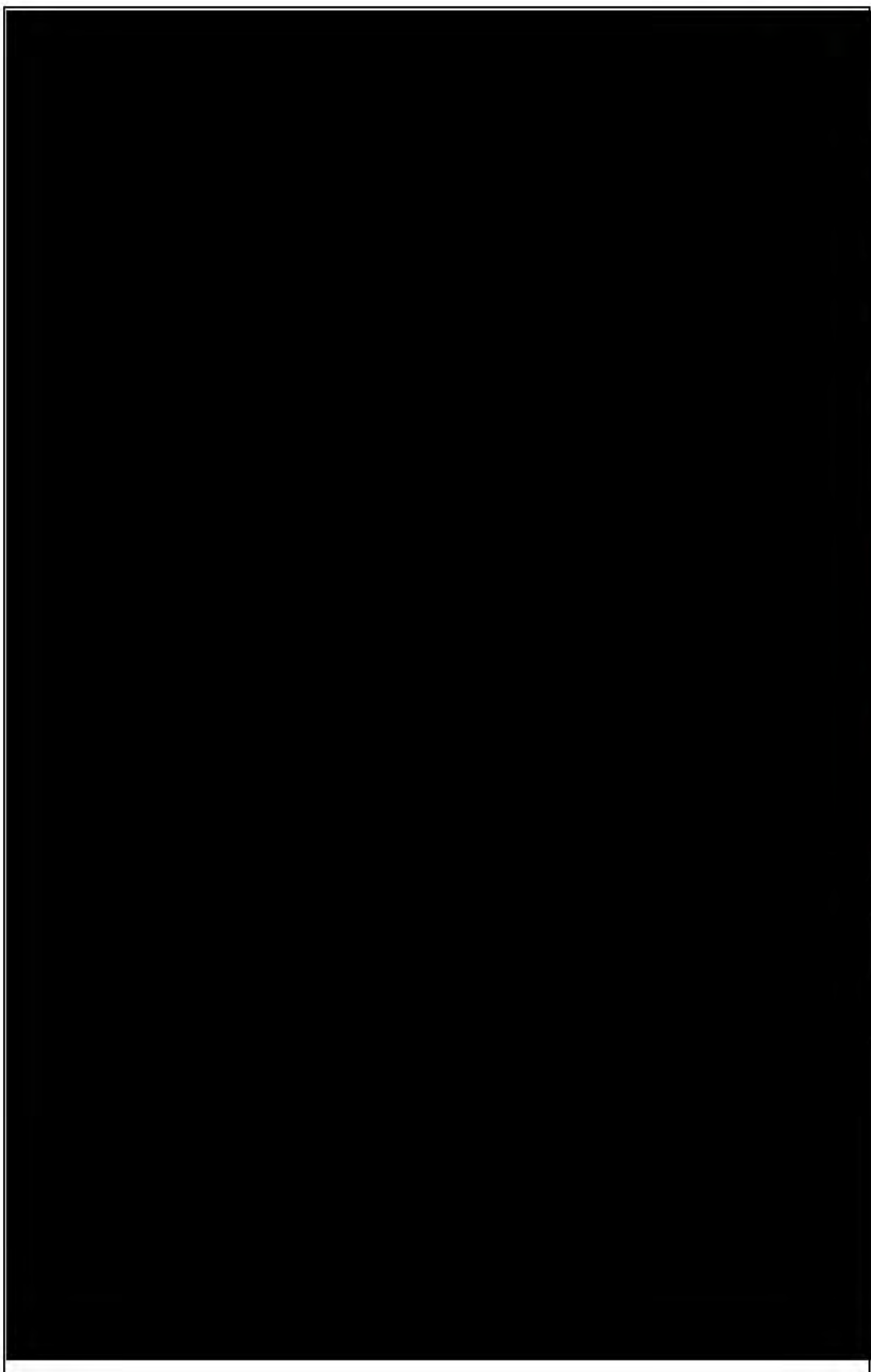
Again, if the site has normal hours but sometime has out of hours, this is relevant



Is the perimeter clearly defined? (Give details- adjacent buildings, security patrols in place etc)

We need to establish how secure the site is. Is it attached to another building? What sort of perimeter fencing is in place? Is the building patrolled by security guards





[Redacted]

How many entry points are there to the facility? (Give details – types of locking mechanism, access control etc)

Many buildings have a delivery entrance for example. How are the doors secured? Who has access? Who controls the access?

[Redacted]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Internal Physical Security

Are secure areas clearly defined? (Please give details)

Details would include signs indicating a secure area, i.e. no access to visitors beyond this point, doors with pin code locks (PBCL) and are the codes changed regularly

[REDACTED]
[REDACTED]
[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Is there physical segregation between clients and workforce? (Give details)

Physical segregation includes doors or barriers. Where physical segregation is not possible, visitors should be escorted in secure or sensitive areas

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Are computer rooms locked and monitored? (Please give details)

Ideally computer rooms must be locked at all times and access to authorised staff. Pass code access with an audit log of access is better. Internal cameras are a definite plus but not mandatory

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

<div>[REDACTED]</div>

Access Controls

What access control is used? (Please give details)

Swipe cards, PIN code access, Key-holders, Security control, Signing-in book etc.

<div>[REDACTED]</div>
<div>[REDACTED]</div>
<div>[REDACTED]</div>
<div>[REDACTED]</div>
<div>[REDACTED]</div>

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Is there a site monitoring system? (Give details)

CCTV monitoring, CCTV with recording, Not mandatory but a plus point if the site has more than one entrance or exit (including fire doors). Depends too on the nature of the business

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

Does your company's workforce have security ID passes? (Give details – type, photo, issuing authority, access permissions, control etc)

Most companies have ID passes. Cards with photos that can be programmed to permit levels of access are better. Who issues them? How are they controlled? What happens when an employee leaves?

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Do company visitors wear temporary ID passes? (Give details – how are they issued, are visitors accompanied at all times etc?)

Who is the issuing authority, how are they logged, do visitors sign for them, what is

the default access?

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Security Documentation

Are there security policies available? (Give details, can they be made available for inspection?)

As a minimum there should be a security statement of intent covering the business. If there are separate IT security policies and Staff security policies so much the better.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Contents

1	INTRODUCTION	3
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

[REDACTED]

Is there any formal security accreditation e.g. BS7799, ISO27001 (If Yes, please include a copy of relevant certificates or indicate if accreditation is sought.)

Although accreditation is not mandatory, compliance or adherence to either of these standards indicates a positive attitude to security

[Redacted content]

[REDACTED]
[REDACTED]

External Hosting

Is an external hosting provider used (Please give details)

*If data is being stored by a host provider. Please give details including:
Provider name and address of hosting facility, External IP address*

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Testing

With what frequency is application penetration testing and infrastructure vulnerability testing carried out? Can reports be made available (even if sanitised)?

Application penetration testing is a core requirement of any security frameworks and regular testing and evidence of change against recommendations is sought whether data is stored locally or by a 3rd party provider.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

ITDR

Is there a robust ITDR plan in place? If so, what is the frequency of DR testing?

In the event of a system failure, we need to know how quickly services could be restored and what proof of system recovery is available through testing.

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Is there a Business Continuity Plan? (Give details, can it be made available for inspection?)

BCP is very important as we would need to know that any outsourced company can cope with a disaster. Does the plan include IT Disaster recovery? How often is it tested? What is the overall recovery plan? Reference to BS2599 standards is a plus.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Policy

Do you have a data security policy in place (If Yes, please provide details (300 words or less) or submit you policy separately)

We understand that it might not be appropriate to submit a policy but we do need to know what core areas any policy covers, how often it is reviewed and whether it is legally compliant.

[REDACTED]

- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]

[REDACTED]

[REDACTED]

- | [REDACTED]
- | [REDACTED]
- | [REDACTED]

[REDACTED]

- | [REDACTED]
- | [REDACTED]
- | [REDACTED]

[REDACTED]

Paper files should be shredded in a cross-cut shredder, as should CD's. Data files should be deleted from servers and workstation hard drives. Drives should be removed from servers and workstations at the end of their lives and destroyed by a reputable firm.

[illegible]

[REDACTED]

Do you have a data retention policy? (Please give brief details)

Reference to data protection act is a plus – a statement of how long data is kept where it is stored and where backups are stored (if applicable).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Schedule 18

Confidentiality Agreement

Date:	9 th November 2016
Agreement number:	TPR662

Parties:

- (1) **The Pensions Regulator**, Napier House, Trafalgar Place, Brighton, BN1 4DW (the 'Authority'); and
- (2) **Disklabs** a limited company / public limited company incorporated in England and Wales (registration number 3441987) having its registered office at Unit 6 & 7 Mercian Park, Felspar Road, Amington Industrial Estate, Tamworth, Staffs, B77 4DP (the 'Contractor').

Whereas:

- (a) The Contractor is undertaking the provision of data recovery and storage services (digital forensics) on behalf of the regulator;
- (b) The Contractor has agreed to disclose certain confidential information to the Authority, and the Authority has agreed to disclose certain information to the Contractor, in each case on the terms of this agreement.

Agreement:

1. Definitions and interpretation

1.1 In this agreement:

'Agreement' means this confidentiality agreement and any amendments to it from time to time;

'Business day' means any week day, other than a bank or public holiday in England;

'Business hours' means between 9am and 5.30pm on a business day;

'Confidential information' means the Contractor confidential information and the Authority confidential information that is conveyed, received by either party from the other that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of either party, including intellectual property rights, together with all information derived from the above, and any other information clearly designated as being confidential whether or not it is marked as 'confidential' or which ought to reasonably be considered to be confidential.

'Effective date' means the date of execution of this agreement;

'Intellectual property rights' means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the "intellectual property rights" referred to above include copyright and related rights, moral rights, database rights, confidential information, trade secrets, know-how, business names, trade names, domain names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

'Permitted purpose' means undertaking the provision of data recovery and storage services (digital forensics) on behalf of the regulator;

'Personal data' has the meaning given to it in the Data Protection Act 1998; and

'Term' means the term of this agreement.

1.2 In this agreement, a reference to a statute or statutory provision includes a reference to:

- a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- b) any subordinate legislation made under that statute or statutory provision.

1.3 The clause headings do not affect the interpretation of this agreement.

2. Term

2.1 This agreement will come into force on the Effective Date and will continue in force indefinitely, unless and until terminated in accordance with clause 9 upon which it will terminate automatically.

3. Contractor's obligations

3.1 The Contractor agrees and undertakes:

- a) that it will keep all Authority confidential information strictly confidential and will not disclose any part of it to any other person without the Authority's prior written consent and then only under conditions of confidentiality no less onerous than those contained in this agreement;
- b) that it will act in good faith at all times in relation to the Authority confidential information, and will not use any of the Authority confidential information for any purpose other than the Permitted Purpose;
- c) that it will use the same degree of care to protect the Authority confidential information as it uses to protect its own confidential information of a similar nature, being at least a reasonable degree of care;
- d) that it will only disclose the Authority confidential information to its professional advisers, its officers and employees who have a need to have access to the Authority confidential information for the performance of their work with respect to the Permitted Purpose, and who are bound by a written agreement or professional obligation to protect the confidentiality of the Authority confidential information;
- e) that it will promptly advise the Authority of any unauthorised use or disclosure of the Authority confidential information of which it becomes aware.

3.2 This clause 3 imposes no obligations upon the Contractor with respect to Authority confidential information which:

- a) is known to the Contractor before disclosure directly or indirectly by the Authority, and is not subject to any obligation of confidentiality;
- b) is or becomes publicly known through no act or default on the part of the Contractor; or
- c) is obtained by the Contractor from a third party in circumstances where the Contractor has no reason to believe that there has been a breach of a duty of confidence; or
- d) is independently developed by the Contractor.

3.3 The restrictions in this clause 3 do not apply to the extent that any Authority confidential information is required to be disclosed by any law or regulation, judicial or governmental request or order provided that to the extent the Contractor is permitted by law:

- a) the Contractor must inform the Authority, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the information required to be disclosed; and
- b) the Contractor must take all reasonable steps to minimise the disclosure required and where possible to ensure the continued confidentiality of the information disclosed.

3.4 The Authority confidential information remains the property of the Authority, and the Contractor does not acquire any Intellectual Property Rights or other rights in the Authority confidential information by virtue of this agreement, save the right to use it in accordance with the terms of this agreement for the Permitted Purpose.

4. Warranties

- 4.1 Each party warrants that it has the legal right and authority to enter into and perform its obligations under this agreement.
- 4.2 All of the parties' respective rights and obligations in respect of the subject matter of this agreement are expressly set out in the terms of this agreement. To the maximum extent permitted by applicable law, no other terms concerning the subject matter of this agreement will be implied into this agreement or any related contract.

5. Indemnities

- 5.1 The Authority will indemnify the Contractor and will keep the Contractor indemnified against all damages, losses and expenses arising as a result of any breach by the Authority of any term of this agreement.
- 5.2 The Contractor will indemnify the Authority and will keep the Authority indemnified against all damages, losses and expenses arising as a result of any breach by the Contractor of any term of this agreement.

6. Data protection

- 6.1 Each party warrants to the other party that it has the legal right to disclose all Personal Data that it does in fact disclose to the other party under this agreement, and that the processing of that Personal Data by the other party for the Permitted Purpose will not breach any applicable laws (including the Data Protection Act 1998).
- 6.2 To the extent that either party processes Personal Data disclosed by the other party, that party warrants that:
 - a) it will act only on instructions from the other party in relation to the processing of that Personal Data; and
 - b) it has in place appropriate security measures (both technical and organisational) to guard against unlawful or unauthorised processing of that Personal Data and against loss or corruption of that Personal Data and that these measures are appropriate having regard to the harm which might result from any unlawful or unauthorised processing, accidental loss, destruction or damage to such Personal Data and having regard to the nature of such Personal Data.

7. Publicity

- 7.1 Neither party will make any public disclosure relating to this agreement (including press releases, public announcements and marketing materials) without the prior written consent of the other party.

8. General




- 8.1 The parties acknowledge and confirm that this agreement and the disclosure of Confidential Information pursuant to it shall not, save as set out in this agreement, place either party under any obligation to enter into any further agreement(s).
- 8.2 The Confidential Information will be supplied solely to assist the Receiving Party to carry out the evaluation contemplated by the Permitted Purpose, and will be accepted by the Receiving Party on the basis that although the Disclosing Party has made reasonable efforts to ensure that the Confidential Information will be helpful, the Disclosing Party gives no assurance as to its accuracy, completeness or adequacy for that purpose. However, nothing in this agreement purports to exclude liability for any fraudulent statement or act.
- 8.3 No breach of any provision of this agreement will be waived except with the express written consent of the party not in breach.
- 8.4 If a clause of this agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other clauses of this agreement will continue in effect. If any unlawful and/or unenforceable clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant clause will be deemed to be deleted).
- 8.5 This agreement may not be varied except by a written document signed by or on behalf of each of the parties.
- 8.6 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise dispose of or deal in this agreement or any rights or obligations under this agreement.
- 8.7 This agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this agreement are not subject to the consent of any third party.
- 8.8 This agreement constitutes the entire agreement and understanding of the parties in relation to the subject matter of this agreement, and supersedes all previous agreements, arrangements and understandings between the parties relating to the subject matter of this agreement. Each party acknowledges that no representations or promises not expressly contained in this agreement have been made by or on behalf of the other party (providing that nothing in this clause is intended to exclude any liability which either party may have to the other in respect of fraud).
- 8.9 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including, without limitation, non-contractual disputes or claims) (a '**Dispute**') will be governed by and construed in accordance with the laws of

The Pensions Regulator




England and Wales; and the courts of England will have exclusive jurisdiction to adjudicate any Dispute.

IN WITNESS whereof this agreement has been entered into by the parties or their duly authorised representatives on the date stated at the beginning.

Signed for and on behalf of The Pensions Regulator:

Signature:	
Print name:	
Position:	
Date:	9 th November 2016

Signed for and on behalf of Disklabs Ltd:

Signature:	
Print name:	
Position:	
Date:	9 th November 2015

Schedule 19

Service Order – Call-Off Agreement

Service Order

Between

The Pensions Regulator

and

Disklabs Ltd

Service Order reference – TPR662

XXXX Reference – [xxxxxxx]

Dated [.....]

Relating to the Contract for the supply of data recovery and storage services (digital forensics) (contract reference TPR662)) dated 16th November 2015 and made between The Pensions Regulator and Disklabs Ltd

THIS SERVICE ORDER is dated [.....] 201X

PARTIES

- (1) **THE PENSIONS REGULATOR**, whose registered address is Napier House, Trafalgar Place, Brighton, BN1 4DW, United Kingdom (the “**Authority**”); and
- (2) **Disklabs** a limited company / public limited company incorporated in England and Wales (registration number 3441987) having its registered office at **Unit 6 & 7 Mercian Park, Felspar Road, Amington Industrial Estate, Tamworth, Staffs, B77 4DP** (the ‘**Contractor**’).

WHEREAS

- A. The parties entered into a contract for the supply of Data Recovery and Storage Services (with contract reference: DB001F) (the “**Contract**”);
- B. The terms and conditions in Schedule 4 dated **1st October 2015** between the parties relating to Expert Services (the “**Terms and Conditions**”) provide that this Schedule 11 be completed for each service requirement;
- C. The Authority now wishes to place a Service Order with the Contractor for the supply of data recovery and storage services on the terms and subject to the conditions set out herein.

AGREED TERMS

1. Term of engagement and termination

1.1 The Authority shall engage the Contractor and the Contractor shall provide the Services on the terms and subject to the conditions set out in the Terms and Conditions and the terms and conditions set out in this Service Order.

1.2 The Engagement shall commence on the [insert date] and shall continue until the earlier of:

- a) The completion of the last supply of the Services in accordance with the Service Specification;
- b) the date on which the Service Order is terminated in accordance with the Terms and Conditions.

1.3 Without prejudice to their right to terminate, the Authority can notify the Contractor at any time to suspend performance of its Services with immediate effect pending further notification.

2. COSTS

2.1 Costs shall be payable in accordance with the Schedule of rates in Schedule 3 of the Terms and Conditions.

2.2 The aggregate amount of costs payable by the Authority for the Services provided in connection with the Service Specification (as set out in Appendix 1) shall be subject to a cap of [£XXXXX] inclusive of VAT.

2.3 The Contractor may not charge for travelling time unless they can demonstrate that work of significant value was performed during that time.

2.4 The Contractor shall provide, promptly following a request by the Authority representative, confirmation of the aggregate amount of fees for time spent in providing the Services which has not yet been invoiced.

2.5 The Contractor shall submit invoices in accordance with the Terms and Conditions; such invoices shall specify:

relates to “*the specific case as defined in the Service Specification*”.

3. Expenses

The Authority shall reimburse all reasonable expenses properly and necessarily incurred by the Contractor in the course of the Engagement and in accordance with the Terms and Conditions and the travel and expenses policy set out in the Terms and Conditions, subject to production of receipts or other appropriate evidence of payment as specified in that policy.

4. Project Team and Key Personnel

[TO BE AMENDED BY THE CONTRACTOR IF THERE IS A CHANGE/ADDITIONAL PERSONNEL]

4.1 The Project Team shall comprise of:

1) Operations Manager: XXXXX

XXXXXX

Ph: XXX

2) Name

Title

email address

phone number

1) Name

Title

Email address

Phone number

And such other persons as are in the Contractor's opinion necessary to provide the appropriate level expertise required.

5. Location for provision of Services

5.1 The Contractor shall undertake the Services from the location to be advised at the time of raising the service order.

Appendix 1

Services

[Service Specification – to be completed by the Authority.]

CASE x [add the case name]	
Case Manager	
Email Address:	
Service Commencement date:	
Service Requirement	
Action date required	
Estimated review and action time (days/months)	
Name of organisation(s) under review (to allow for conflict checks)	

The Pensions Regulator

Our requirements:

Is the imaging for preservation or investigation purposes?				
Type of investigation ✓/✗	Internal	Civil	Criminal	Other
Are devices to be imaged on site?	Yes No			
When can imaging start?	Date: Time:			
Please provide contact name and on-site address:	Name: Address:			
OR				
Would you like the supplier to collect the devices for imaging/investigation in our labs?	Yes No			
When will the devices be made available?	Date: Time:			
Please provide contact name and collection address:	Name: Address:			
OR				
Will you be couriering the devices to the labs?*	Yes No			
If analysis is required, please summarise your requirements				
Please add any further background information you think will be useful for us to know at this stage				

	Devices to be imaged/extracted?	Make and Model of devices?	Estimated hard drive size
1			
	Encrypted?	✓/✗	Details:
	Password protected?	✓/✗	Details:

The Pensions Regulator

2	Encrypted?	✓/✗		Details:	
	Password protected?	✓/✗		Details:	
3	Encrypted?	✓/✗		Details:	
	Password protected?	✓/✗		Details:	
4	Encrypted?	✓/✗		Details:	
	Password protected?	✓/✗		Details:	
5	Encrypted?	✓/✗		Details:	
	Password protected?	✓/✗		Details:	
6	Encrypted?	✓/✗		Details:	
	Password protected?	✓/✗		Details:	
7	Encrypted?	✓/✗		Details:	
	Password protected?	✓/✗		Details:	
8	Encrypted?	✓/✗		Details:	
	Password protected?	✓/✗		Details:	