

Annex 1: Template Request for Drawdown Services under LPP DDS Framework Agreement

Request for Drawdown Services - SECTION A

This Request for Drawdown Services is issued in accordance with the provisions of the Framework Agreement. The Service Provider agrees to supply the Services specified below on and subject to the terms of the Contract and for the avoidance of doubt the Contract consists of the terms set out in this Request for Drawdown Services and the Call-off Terms and Conditions.

DATE 31/01/2025

ORDER NUMBER [REDACTED]

FRAMEWORK AGREEMENT URN [REDACTED]

FROM The Ministry of Justice **CUSTOMER**

TO Xerox (UK) Limited, Company Registered Address: Building 4, Uxbridge Business Park, Sanderson Road, Uxbridge, Middlesex, UB8 1DH, registered in England and Wales No. 330754 **SERVICE PROVIDER**

SECTION B

1.1 TERM

1.2 Service Commencement Date:

31/01/2025

1.3 Call Off Expiry Date:

End date of the term of the Request for Drawdown Services 25/10/2026 with a possible 1 year extension to 25/10/2027.

2. CUSTOMER CORE SERVICES REQUIREMENTS

2.1 Services required

In Call Off Schedule 2-2 (Service Specification)

2.2 Location/Sites of Delivery

In Call Off Schedule 2-2 (Service Specification)

2.3 Dates for delivery of the Services

In Call Off Schedule 2-2 (Service Specification)

2.4 Installation Works

In Clause 43 of the Call Off Contract, as detailed below.

43 INSTALLATION WORKS

(only applicable to the Contract if this box is checked and the requirements are listed)

43.1 Where the Customer has specified Installation Works in the Request for Drawdown Services (or elsewhere in this Contract) and the Service Provider reasonably believes it has completed the Installation Works it shall notify the Customer in writing. Following receipt of such notice, the Customer shall inspect the Installation Works in accordance with the Acceptance Test Criteria and the provisions of Schedule **Error! Reference source not found.**

43.2 Throughout the Term, the Service Provider shall have at all times all licences, approvals and consents necessary to enable the Service Provider and the Service Provider Personnel to carry out the Installation Works.

2.5 Implementation Plan

In Call Off Schedule 2-2 (Service Specification) The parties acknowledge and agree that an implementation Plan will be created within 20 Working Days of Call Off Contract signature.

2.6 Standards

In accordance with the Call Off Contract con_19608 - MoJ Print Services under the Framework Agreement RM3781 between the Service Provider and the Customer.

2.7 Service Levels and Service Credits

In accordance with the Call Off Contract con_19608 - MoJ Print Services under the Framework Agreement RM3781 between the Service Provider and the Customer.

2.8 Service Incidents

In accordance with the Call Off Contract con_19608 - MoJ Print Services under the Framework Agreement RM3781 between the Service Provider and the Customer.

2.9 Performance Monitoring

In accordance with the Call Off Contract con_19608 - MoJ Print Services under the Framework Agreement RM3781 between the Service Provider and the Customer.

2.10 Period for providing the BCDR Plan

Not applicable

2.11 Exit Management

Not applicable

2.12 Specially Written Software, Service Provider Software and Third Party Software

Not applicable

3. SERVICE PROVIDER'S INFORMATION

3.1 Service Provider's inspection of Sites and Customer Furnished Items

Not applicable

3.2 Commercially Sensitive Information

In Call Off Schedule 2.11 (Commercially Sensitive Information)

4. CUSTOMER RESPONSIBILITIES

4.1 Customer Responsibilities

In Call Off Schedule 2-2 (Service Specification)

5. CALL-OFF TERMS AND CONDITIONS CHARGES AND PAYMENT

5.1 Call Off Contract Charges payable by the Customer (including any applicable Delivery Milestone Payments and/or discount(s) but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS).

IN Call-off Terms and Conditions Clause 15 (Charges) And Schedule 2-4 (Charges and Invoicing)

SECTION C

6. CUSTOMER - OTHER CONTRACTUAL REQUIREMENTS

6.1 Guarantee

Not applicable

6.2 Staffing and TUPE

Not applicable

6.3 Relevant Convictions

Not applicable

6.4 Maintenance of the ICT Environment

Not applicable

6.5 Protection of Customer Data

In Clause 49 of the Call Off Contract (as detailed below)

49 CUSTOMER DATA AND DATA PROTECTION

(only applicable to the Contract if this box is checked and the requirements are listed)

49.1 The provisions of Schedule 2.22 (as attached) shall apply in respect of Customer Data and Data Protection.

6.6 Limitations on Liability

In Clause 14 of the Call Off Contract

6.7 Insurance

In Clause 21 of the Call Off Contract

6.8 Termination without cause notice period

In Clause 10.7 of the Call Off Contract as detailed below.

Termination for convenience (only applicable to the Contract if this box is checked and the requirements listed)

10.7 The Customer may terminate this Contract forthwith in writing to the Service Provider at any time on six (6) months' written notice. Such notice shall not be served within one (1) year of the Services Commencement Date.

10.8 Should the Customer terminate this Contract in accordance with Clause 0, then the Customer shall pay to the Service Provider the termination sum calculated in accordance with Schedule [Insert schedule number].

10.9 The termination (howsoever arising) or expiry of this Contract pursuant to this Clause **Error! Reference source not found.** shall be without prejudice to any rights of the Customer or the Service Provider that may have accrued before the date of such termination or expiry.

10.10 Save as aforesaid, the Service Provider shall not be entitled to any payment from the Customer after the termination (howsoever arising) or expiry of this Contract.

10.11 The Service Provider shall not be entitled to suspend the supply of the Services where it is in dispute with the Customer and shall instead follow the procedure set out in Clause **Error! Reference source not found.**

7. EXTRA CALL-OFF TERMS AND CONDITIONS

7.1 Supplemental requirements to the Call-off Terms and Conditions

Not applicable

7.2 Amendments to/refinements of the Call-off Terms and Conditions

Not applicable

7.3 Extra Call-off Terms and Conditions (select from Call Off Schedule 2-23 (Extra Call-off Terms and Conditions))

Not applicable

8. Sub-contractors

The following are the Sub-contractors involved in the delivery of the contract.

Company Registration Number	Full legal name and trading name where applicable	Registered Address	Organisation Size (Micro, Small, Medium, Large)	Role of Sub-contractor	Approximate % of the contractual obligations sub contracted
7810393	DSA Connect Ltd	Unit 4A The Old Brickworks, Church Road, Harold Wood, Essex, RM3 0HU	Small	Recycling of legacy devices	10%

9. FORMATION OF CALL OFF CONTRACT

By signing and returning this Request for Drawdown Services (which may be done by electronic means) the Service Provider agrees to enter a Contract with the Customer to provide the Services.

The parties hereby acknowledge and agree that they have read the Request for Drawdown Services and the Call-off Terms and Conditions and by signing below agree to be bound by the Contract.

The parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Request for Drawdown Services from the Service Provider within two (2) Working Days from receipt.

For and on behalf of the Service Provider:

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]

For and on behalf of the Customer:

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]

SCHEDULE 2-2
SERVICE SPECIFICATION

[REDACTED]

**SCHEDULE 2-4
CHARGES AND INVOICING**

[REDACTED]

SCHEDULE 2-6

ACCEPTANCE PROCEDURES

(only applicable to the Contract if this box is checked and the requirements are listed)

1. INTRODUCTION

- 1.1 This Schedule specifies the Acceptance Procedures and the Acceptance Test Criteria to be used in the acceptance of the Services.

2. ACCEPTANCE PROCEDURES

- 2.1 The Service Provider shall, during the Acceptance Test Period, make available the Services to the Customer (including any products supplied by the Service Provider necessary to enable the provision of the Services) for the Acceptance Procedures to be performed.
- 2.2 The Customer will conduct Acceptance Tests on the Services to test whether it meets the appropriate Service Levels.
- 2.3 The Customer will perform the Acceptance Procedures in respect of the Services (including any applicable delivery milestones stated within the Implementation Plan of this Contract).
- 2.4 The Acceptance Procedures shall be recorded as successful and the Service Provider notified accordingly when all the Acceptance Test Criteria are met.
- 2.5 The Acceptance Procedures shall be recorded as unsuccessful and the Service Provider notified accordingly where any of the Acceptance Test Criteria are not met.
- 2.6 For the avoidance of doubt, the Acceptance Date shall be deemed to have occurred on the expiry of [five (5) Working Days] after all Acceptance Tests are recorded as successful.
- 2.7 In the event that the Acceptance Procedures in respect of the Services or any part thereof, have not been recorded as successful pursuant to paragraph 2.5 of this Schedule by the end of the relevant Acceptance Test Period, the Customer will extend the Acceptance Test Period by a period of ten (10) Working Days (or such other period as the parties may agree) during which the Service Provider shall correct the faults which caused the Acceptance Procedures to be recorded as unsuccessful and the Acceptance Procedures shall be re-performed.
- 2.8 In the event that after the Customer has extended the Acceptance Test Period pursuant to paragraph 2.67 of this Schedule the relevant Acceptance Procedures have not been recorded as successful by the end of that period, the Customer shall, without prejudice to its other rights and remedies, be entitled to:
- 2.8.1 extend the Acceptance Test Period for a further period (or periods) specified by the Customer during which the Service Provider shall correct the faults which caused the Acceptance Procedures to be recorded as unsuccessful and the Acceptance Procedures shall be re-performed; or
- 2.8.2 reject the Services, terminate this Contract and receive a [pro rata] refund of all sums paid under this Contract.
- 2.9 If the Customer fails to carry out the relevant Acceptance Tests within the Acceptance Test Period and such failure is wholly and solely due to the actions or inactivity of the Customer, the Acceptance Tests shall be deemed to have been completed successfully.
- 2.10 The Acceptance Procedures set out in paragraph 2 of this Schedule shall apply to each of the phases of testing set out in paragraph 3 of this Schedule (unless stated otherwise in paragraph 3).
- 2.11 The right to reject and terminate in paragraph 2.8.2 of this Schedule shall apply to each element of the Services so that the Customer can reject and terminate parts of the Service rather than

the entire Services if it so wishes. If the Customer only terminates the rejected part of the Services the refund referred to in paragraph 2.8.2 of this Schedule shall be in respect of the part of the Service so rejected.

- 2.12 The Service Provider shall provide such assistance as the Customer requires in relation to the conducting of the Acceptance Tests.
- 2.13 During the implementation/rollout phase (as further described in paragraph 3 of this Schedule), the Customer reserves the right to re-test any service element which failed the Acceptance Tests conducted in the previous testing phase (as further described in paragraph 3 of this Schedule) even if such service element subsequently passed the Acceptance Test and was signed off by the Customer. In the event of such re-test, the Customer shall have all rights and remedies set out in the Contract.

3 ACCEPTANCE TEST CRITERIA

Ref	Service	Pre-Conditions	Acceptance Criteria
1	Delivery and installation of devices	Access to Customer site	Successful delivery and installation of devices and devices are operational

SCHEDULE 2-8
CONTRACT CHANGE PROCEDURE

1. INTRODUCTION

- 1.1. This Schedule sets out the Contract Change Procedure to be used by the Customer and the Service Provider to effect changes to this Contract.
- 1.2. In accordance with Clause **Error! Reference source not found.** of the Contract, changes to the Sub-Contractors listed in Schedule 2-9 (Sub-Contractors) shall not be subject to the Contract Change Procedure and shall be subject to Clause **Error! Reference source not found.** of the Contract.

2. PRINCIPLES

- 2.1. The Customer and the Service Provider shall conduct discussions relating to proposed changes to this Contract in good faith. Neither party shall unreasonably withhold nor delay consent to the other party's proposed changes to this Contract.
- 2.2. Until such time as a Contract Change Note (CCN) has been signed by both parties, the Service Provider shall continue to provide and make available to the Customer the Services in accordance with this Contract.
- 2.3. Any work undertaken in connection with any changes to this Contract by the Service Provider, its Sub-Contractors or agents (other than that which has previously been agreed in accordance with the provisions of paragraph 2.2 of this Schedule) shall be undertaken entirely at the expense and liability of the Service Provider unless otherwise agreed between the Customer and the Service Provider in advance.
- 2.4. Any discussions, negotiations or other communications which may take place between the parties in connection with any proposed changes to this Contract, including the submission of any written communications, prior to the signing by both parties of the relevant CCN, shall be without prejudice to the rights of either party.

3. PROCEDURE

- 3.1. Should either party wish to propose a change to this Contract, that party shall submit a draft CCN detailing the proposed change to the other party using the proforma at Annex A to this Schedule in accordance with Clause 8.1 of this Contract.
- 3.2. Within ten (10) Working Days of the submission of a draft CCN (or such other period as may be agreed between the parties) the receiving party shall respond to the draft CCN in accordance with this Contract. If appropriate, the parties shall enter into discussions to discuss the draft CCN.
- 3.3. Discussion between the parties following the submission of a draft CCN shall take place within five (5) Working Days (or such other period as agreed by the parties) and result in either:
 - 3.3.1. agreement between the parties on the changes to this Contract to be made (including agreement on the date upon which the changes to this Contract are to take effect (the "**CCN Effective Date**")) within five (5) Working Days (or such other period as agreed by the parties), such agreement to be expressed in the form of proposed revisions to the text of the relevant parts of this Contract; or
 - 3.3.2. no further action being taken on that draft CCN.
- 3.4. Where agreement is reached in accordance with paragraph 3.3.1 of this Schedule, the party submitting the draft CCN shall prepare a final CCN for execution by both parties within five (5) Working Days (or such other period as agreed by the parties). The final CCN, the content of which has been agreed between the parties in accordance with paragraph 3.3.1 of this Schedule, shall be uniquely identified by a sequential number allocated by the Customer.
- 3.5. The Service Provider shall sign two (2) copies of each CCN and submit these to the Customer

not less than ten (10) Working Days prior to the CCN Effective Date.

3.6. Subject to the agreement reached in accordance with paragraph 3.3.1 of this Schedule remaining valid, the Customer shall sign both copies of the approved CCN within five (5) Working Days of receipt by the Customer. Following signature by the Customer, one (1) copy of the signed CCN shall be returned to the Service Provider by the Customer.

3.7. A CCN signed by both parties shall constitute an amendment to this Contract pursuant to Clause **Error! Reference source not found.** of this Contract.

4. CHARGE VARIATIONS

4.1. The Charges, shall only be varied due to:

4.1.1. agreement between the parties at any time to decrease any of the Charges; and

4.1.2. reduction in the charges in accordance with paragraph **Error! Reference source not found.** of Schedule 2-4 (Charges and Invoicing).

Annex A
Contract Change Note for the Contract Change Procedure

Sequential Number: [to be allocated by the Customer]
Title:
Originator: for the [Customer/Service Provider]
Date change first proposed:
Number of pages attached:

WHEREAS the Service Provider and the Customer entered into a Contract for the provision of the Services dated [insert date] and now wish to amend that Contract as follows:

Reason for proposed change

[Party proposing change to complete]

Full details of proposed change

[Party proposing change to complete]

Target date for implementing proposed change

[Party proposing change to complete]

Details of likely impact, if any, of proposed change on other aspects of the Contract

[Party proposing change to complete]

IT IS AGREED as follows:

1. With effect from [date] the Contract shall be amended as set out below:

[Details of the amendments to the Contract to be inserted here – to include the explicit changes required to the text in order to effect the change, i.e. Clause/Schedule/paragraph number, required deletions and insertions etc]
2. Save as herein amended, all other terms and conditions of the Contract inclusive of any previous CCNs shall remain in full force and effect.

Signed for and on behalf of the Service Provider

By
Name
Title
Date

Signed for and on behalf of the Customer

By

Name

Title

Date

SCHEDULE 2-11

COMMERCIALLY SENSITIVE INFORMATION

1. INTRODUCTION

- 1.1. Without prejudice to the Customer's general obligation of confidentiality, the parties acknowledge that the Customer may have to disclose Information in or relating to this Contract following a Request for Information pursuant to Clause **Error! Reference source not found.** of this Contract.
- 1.2. In this Schedule the parties have sought to identify the Service Provider's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.
- 1.3. Where possible, the parties have sought to identify where any relevant Information will cease to fall into the category of Information to which this Schedule applies.
- 1.4. Without prejudice to the Customer's obligation to disclose Information in accordance with FOIA, the Customer will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the FOIA to the following Information:

	Item(s)	Duration of Confidentiality
1.	SCHEDULE 2-4 CHARGES AND INVOICING	For the period of the Call Off Contract, including any extension period and two (2) years after expiry or termination of the Call Off Contract.

SCHEDULE 2-22

(only applicable to the Contract if this box is checked and the requirements are listed)

Data – Customer Data, Data Protection, Processing, Personal Data and Data Subjects

1. Customer Data

- 1.1. The Service Provider shall not delete or remove any proprietary notices contained within or relating to the Customer Data.
- 1.2. The Service Provider shall not store, copy, disclose, process or use the Customer Data except as necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised in writing by the Customer.
- 1.3. To the extent that Customer Data is held and/or processed by the Service Provider, the Service Provider shall supply that Customer Data to the Customer as requested by the Customer in the format specified in Schedule 2-7 (Contract, Service Management and Reporting) or by the Customer from time to time.
- 1.4. The Service Provider shall take responsibility for preserving the integrity of Customer Data and preventing the corruption or loss of Customer Data in accordance with the Data Protection Act.
- 1.5. The Service Provider shall ensure that any system on which the Service Provider holds any Customer Data, including back-up data, is a secure system that complies with the Security Policy.
- 1.6. If the Customer Data is corrupted, lost or sufficiently degraded as a result of the Service Provider's Default, the Customer may:
 - 1.6.1. require the Service Provider (at the Service Provider's expense) to restore or procure the restoration of Customer Data to the extent and in accordance with the requirements specified in the BCDR Plan and the Service Provider shall do so as soon as practicable but not later than the period specified in Schedule 2-16 (BCDR Plan); and/or
 - 1.6.2. itself restore or procure the restoration of Customer Data to a standard that enables the Services to be provided under this Contract, and shall be repaid by the Service Provider any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in the BCDR Plan.
- 1.7. If at any time the Service Provider suspects or has reason to believe that Customer Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Service Provider shall notify the Customer immediately and inform the Customer of the remedial action the Service Provider proposes to take.
- 1.8. The Service Provider shall indemnify and keep the Customer indemnified at all times from and against all losses sustained by the Customer in the event of any loss, destruction, corruption, degradation or inaccuracy of Customer Data arising by reason of any act, omission or Default of the Service Provider in the provision of the Services under this Contract.
- 1.9. If any third party makes a claim or intimates the intention to make a claim against either party to this Contract, which may reasonably be considered as likely to give rise to liability for acts conducted under this Contract in respect of the Customer Data, the Service Provider agrees to indemnify the Customer at all times for all losses that arise by reason of any act, omission or Default of the Service Provider in the provision of the Services in relation to the Customer Data under this Contract.
- 1.10. Either party shall inform the other immediately, or as soon as practically possible, in writing of:
 - 1.10.1. the nature of the relevant claim;
 - 1.10.2. not make any admission of liability, agreement or compromise in relation to the relevant claim without the prior written consent of the other party; and

- 1.10.3. give the other party and its professional advisors reasonable access to its records and premises so that the claim can be properly investigated.
- 1.11. Each party shall ensure that they comply with, and not breach the provisions of the Data Protection Act and FOIA.

2. DATA PROTECTION

- 2.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Service Provider is the Processor. The only processing that the Service Provider is authorised to do is listed in Schedule 2-22 by the Customer and may not be determined by the Service Provider.
- 2.2. The Service Provider shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 2.3. The Service Provider shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
 - 2.3.1. a systematic description of the envisaged processing operations and the purpose of the processing;
 - 2.3.2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - 2.3.3. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 2.3.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 2.4. The Service Provider shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
 - 2.4.1. process that Personal Data only in accordance with Schedule 2-22, unless the Contractor is required to do otherwise by Law. If it is so required the Service Provider shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - 2.4.2. ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Customer may reasonably reject (but the failure to reject shall not amount to approval by the Customer of the adequacy of the Protective Measures) having taken account of the:
 - 2.4.2.1. nature of the data to be protected;
 - 2.4.2.2. harm that might result from a Data Loss Event;
 - 2.4.2.3. state of technological development; and
 - 2.4.2.4. cost of implementing any measures;
 - 2.4.3. ensure that :
 - 2.4.3.1. the Service Provider personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 2-22);

- 2.4.3.2. it takes all reasonable steps to ensure the reliability and integrity of any Service Provider personnel who have access to the Personal Data and ensure that they:
 - 2.4.3.2.1. are aware of and comply with the Service Provider's duties under this Clause;
 - 2.4.3.2.2. are subject to appropriate confidentiality undertakings with the Service Provider or any Sub-processor;
 - 2.4.3.2.3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Contract; and
 - 2.4.3.2.4. have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - 2.4.4. not transfer Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - 2.4.4.1. the Customer or the Service Provider has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
 - 2.4.4.2. the Data Subject has enforceable rights and effective legal remedies;
 - 2.4.4.3. the Service Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - 2.4.4.4. the Service Provider complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data; and
 - 2.4.5. at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Contract unless the Service Provider is required by Law to retain the Personal Data.
- 2.5. Subject to paragraph 2.6, the Service Provider shall notify the Customer immediately if it:
- 2.5.1. receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 2.5.2. receives a request to rectify, block or erase any Personal Data;
 - 2.5.3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 2.5.4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - 2.5.5. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 2.5.6. becomes aware of a Data Loss Event.

- 2.6. The Service Provider's obligation to notify under paragraph 2.5 shall include the provision of further information to the Customer in phases, as details become available.
- 2.7. Taking into account the nature of the processing, the Service Provider shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 2.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
 - 2.7.1. the Customer with full details and copies of the complaint, communication or request;
 - 2.7.2. such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 2.7.3. the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 2.7.4. assistance as requested by the Customer following any Data Loss Event; and
 - 2.7.5. assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 2.8. The Service Provider shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Service Provider employs fewer than 250 staff, unless:
 - 2.8.1. the Customer determines that the processing is not occasional;
 - 2.8.2. the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - 2.8.3. the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 2.9. The Service Provider shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 2.10. Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 2.11. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Service Provider must:
 - 2.11.1. notify the Customer in writing of the intended Sub-processor and processing;
 - 2.11.2. obtain the written consent of the Customer;
 - 2.11.3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this paragraph 2 such that they apply to the Sub-processor; and
 - 2.11.4. provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 2.12. The Service Provider shall remain fully liable for all acts or omissions of any Sub-processor.

- 2.13. The Customer may, following the Contract Change Procedure, request to revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 2.14. The Parties agree to take account of any binding guidance issued by the Information Commissioner's Office. The Customer may, following the Contract Change Procedure, request to amend this Contract to ensure that it complies with any binding guidance issued by the Information Commissioner's Office.