



**An Agreement Between**

**Between**

**Department for Work and Pensions**

**And**

**National Health Service (NHS) England**

**In respect of the provision of Cluster 3 Vetting**

**This AGREEMENT is made this**

**BETWEEN:**

- (1) The Department for Work and Pensions whose principal place of business is at 5th Floor, Caxton House, Tothill Street, London SW1H 9NA (**“DWP”**);  
  
and
- (2) The National Health Service (NHS) England whose principal place of business is at 7-8 Wellington Place, Leeds, West Yorkshire, LS1 4AP, (**“the Customer”**);

Each a **“Party”** and together **“the Parties”** of this Agreement.

**1. Context and Nature of the Agreement**

- 1.1 This Agreement (**“Agreement”**) sets out the agreement between the Parties as at the above date to provide the Cluster 3 Vetting Services. This Agreement sets out the following:
  - 1.1.1 that the DWP will provide the Customer with access to Cluster 3 Vetting Services, as detailed under Annex B of this Agreement;
  - 1.1.2 the nature and extent of the obligations between the DWP and the Customer;
  - 1.1.3 the financial arrangements and Charges in respect of the provision of the Cluster 3 Vetting Services; and
  - 1.1.4 how the Parties intend to manage this Agreement, and deal with any disputes.

**2. Definitions and Interpretation**

- 2.1 In this Agreement, the words and phrases listed in Annex A have the corresponding meanings and the methods of interpretation set out in Annex A will be applied to this Agreement.

**3. Roles and Responsibilities**

- 3.1 The DWP will:

Cluster 3 Vetting Service

- 3.1.1 provide liaison services through their Cluster 3 Vetting team to assist the Customer to make best use of the Cluster 3 Vetting Service; and
  - 3.1.2 manage the provision of services to support the delivery of the Cluster 3 Vetting Service
- 3.2 The Customer will:
- 3.2.1 pay the agreed Charges incurred in the delivery of Cluster 3 Vetting Services;
  - 3.2.2 engage with the DWP's Cluster 3 team regarding any queries about the usage of the Cluster 3 Vetting Service;
  - 3.2.3 describe any specific conditions which will apply to the delivery of specific Cluster 3 Vetting Services, including but not limited to:
    - 3.2.3.1 any protective marking of materials and any documentation created, used or delivered through Cluster 3 Vetting Services;
    - 3.2.3.2 any security stipulations regarding the delivery of specific Cluster 3 Vetting Services, if required;
    - 3.2.3.3 any additional vetting requirements required for the delivery of Cluster 3 Vetting Services from time to time; and
    - 3.2.3.4 any personal data requirements, including any assistance in completing Customer Data Protection Impact Assessments, Data Sharing Agreements, and Intellectual Property rights owned and/or retained by NHS England as the Customer.

#### **4. Commencement, Duration and Termination**

- 4.1 The term shall commence on 01 April 2023 to 31 March 2024 unless:
  - 4.1.1 It is extended in writing by agreement of both Parties;
  - 4.1.2 The Parties agree to mutual termination of the Agreement.

#### **5. Financial Arrangements**

- 5.1 The Parties agree that the relevant provisions of clause 3 will apply to the financial arrangements and the agreed Charges between them for the provision of the Cluster 3 Vetting Service.

Cluster 3 Vetting Service

- 5.2 It is agreed between the Parties that the provisions in clause 3 will apply only for the Cluster 3 Vetting Service provided to the Customer between the date of commencement of this Agreement and the later of the date of the Agreement's termination and the date of expiry of the Service.
- 5.3 DWP reserves the right to vary the Charges for receipt of future Cluster 3 Vetting Services. DWP will provide the Customer with such written notice as is reasonable in the circumstances of any variation in the Charges.

## **6. Data Protection and Freedom of Information Requests**

- 6.1 Both Parties agree that they will comply with all the requirements applicable under the Data Protection Legislation in relation to the provision and use of the Cluster 3 Vetting Service and any processing of Personal Data.
- 6.2 The Parties acknowledge that the delivery of the Cluster 3 Vetting Service may involve the processing of Personal Data. The provisions of Schedule 1 (Data Protection) shall apply.

## **7. Confidentiality**

- 7.1 Except to the extent set out in this clause 7 or where disclosure is expressly permitted elsewhere in this Agreement, each Party shall and shall ensure that its senior and executive management employees, officers, shall:
- 7.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
  - 7.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
- 7.2 Clause 7.1 shall not apply to the extent that:
- 7.2.1 where disclosure is required by applicable Law if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
  - 7.2.2 if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
  - 7.2.3 if the information was given to it by a third party without obligation of confidentiality;
  - 7.2.4 if the information was in the public domain at the time of the disclosure;
  - 7.2.5 if the information was independently developed without access to the disclosing Party's Confidential Information;
  - 7.2.6 on a confidential basis, to its auditors or for the purposes of regulatory requirements;

7.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and

7.2.8 to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

7.3 The Parties may disclose the Confidential Information received to its employees, officers, who are directly involved in the management and provision of services provided under the Cluster 3 Vetting Services commissioned by the Customer.

## **8. Charges and liabilities**

8.1 Except as otherwise provided, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement.

8.2 Both Parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither Party intends that the other Party shall be liable for any loss it suffers as a result of this Agreement.

## **9. Status of the Parties**

9.1 Nothing in this Agreement, nor any actions taken by the Parties pursuant to this Agreement shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties or authorise a Party to make representations or enter into any commitments for or on behalf of any other Party.

## **10. Variation**

10.1 This Agreement may be varied by written agreement between the Parties.

10.2 In the event the Customer requires a variation to this Agreement, the DWP shall as far as is reasonable provide on request the effect of such proposed variation on the Cluster 3 Vetting Service and what adjustment(s), if any, would be required to the Charges or any other charges that may be applicable.

## **11. Disputes**

11.1 Any dispute between the Parties under this Agreement will be referred in the first instance to the respective appointed official representatives for discussion who shall attempt in good faith to resolve the dispute within 10 Working Days of either Party notifying the other of the dispute.

11.2 In the event that such discussions fail to reach a conclusion, then the issue will be escalated to the relevant Commercial Director of each Party who will try to

find an amicable solution in no later than 10 Working Days with the support of the official representative, if appropriate.

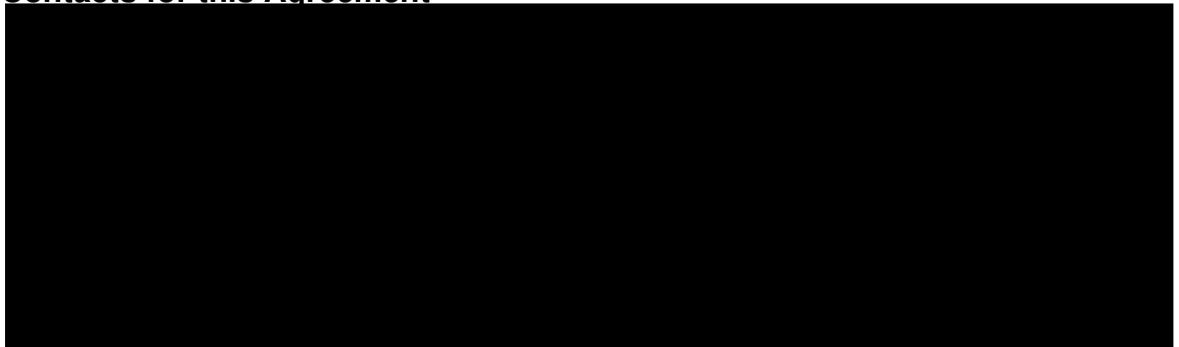
11.3 The obligations of the Parties under the Agreement shall not cease or be suspended or delayed by the reference of a dispute to mediation, arbitration or the courts and the Parties shall comply fully with the requirements of the Agreement at all times.

11.4

## **12. Statutory Obligations and applicable law**

12.1 This Agreement and the actions of the Parties under it, does not exempt either from compliance with any of its statutory obligations as set out in statute or supporting regulations and any applicable laws nor can it form the basis of a statute excuse or defence where a statutory obligation has been breached or an excuse of defence where an applicable law has been breached.

## **13. Contacts for this Agreement**



## **14. Governing law and jurisdiction**

This Agreement shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.



## ANNEX A

It is **AGREED** as follows:

### **GENERAL PROVISIONS**

#### **1. Definitions and Interpretation**

- 1.1 In this Agreement unless the context otherwise requires the following provisions shall have the meanings given to them below:

**“Charges”** means the agreed fee for the provision of the Cluster 3 Vetting Services.

**“Commercially Sensitive Information”** means the information listed in the Commercially Sensitive Information Schedule comprised of information:

- (a) which is provided by the Customer to DWP(s) in confidence for the period set out in that Schedule; and/or
- (b) that constitutes a trade secret.

**“Confidential Information”** means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property and know-how of either Party and all Personal Data. Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of clause 7);
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party.
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

**“Controller or Data Controller”** has the meaning given to it in the Data Protection Laws;

**“Customer 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, including any Customer Confidential Information, and which:

- a) are supplied to DWP by or on behalf of the Customer; or
- b) DWP is required to generate, process, store or transmit pursuant to this Contract; or
- c) any Personal Data for which the Customer is the Controller;

**“Data Protection Laws”** means applicable legislation protecting the fundamental rights and freedoms of individuals, in respect of their right to privacy and the processing of their personal data, as amended from time to time, including Regulation (EU) 2016/679, as transposed into the United Kingdom’s national law by the operation of section 3 of the EU (Withdrawal) Act 2018 (and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019; ‘the UK General Data Protection Regulation’ (“GDPR”) and the Data Protection Act 2018) and the Privacy and Electronic Communications Regulations 2003, together with decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, data protection authorities and other applicable Government authorities;

**“Data Protection Impact Assessment”** an assessment by the Customer of the impact of the envisaged processing on the protection of Personal Data;

**“Data Subject”** has the meaning given to it in the Data Protection Laws;

**“Data Subject Access Request”** means a request made by a Data Subject in accordance with rights granted pursuant to the Data Protection Laws to access his or her Personal Data;

**“DSP Toolkit”** means the data security and protection toolkit, an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian’s 10 data security standards and supports key requirements of the UK GDPR, which can be accessed from <https://www.dsptoolkit.nhs.uk/>, as may be amended or replaced by the Customer or the Department of Health and Social Care from time to time;

**“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.

**“GDPR”** means the General Data Protection Regulation (Regulation (EU) 2016/679).

**“Intellectual Property”** means property in which intellectual property rights of whatever nature (including patents, trademarks, service marks, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, subsist, whether registerable or not in any country; and, where the context so admits, includes such intellectual property rights.

**“Law”** means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body of which the Contractor is bound to comply.

**“Law Enforcement Purposes”** means as it is defined in DPA 2018.

**“LED”** means the Law Enforcement Directive (Directive (EU) 2016/680).

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**“Personal Data”** has the meaning given to it in the Data Protection Laws, and applies to personal data which is Processed by DWP or any Subcontractor on behalf of the Customer or a Central Government Body pursuant to or in connection with this Agreement;

**“Personal Data Breach”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed;

**“Process”** has the meaning given to it in the Data Protection Laws, and **“Processed”** and **“Processing”** shall be construed accordingly;

**“Processor or Data Processor”** has the meaning given to it in the Data Protection Laws;

**‘Cluster 3 Vetting Services’** as defined under Annex B of this Agreement.

**‘Security Aspects Letter’** means the document setting out any required special handling instructions for sensitive material or data.

**“Standards”** means any standards reasonably applicable given DWP's expertise and the Goods and Services provided, which shall always include as a minimum the DSP Toolkit or any replacement of the same;

**“Standard Contractual Clauses”** means the standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C (2010) 593 and reference to the standard contractual clauses shall be to the clauses as updated, amended, replaced or superseded from time to time by the Information Commissioner’s Office;

**‘Working Days’** means Monday to Friday excluding statutory holidays.

1.2 In this Agreement, unless otherwise provided or the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to any Law including legislation includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (c) the words **“including”**, **“other”**, **“in particular”**, **“for example”** and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words **“without limitation”**;
- (d) references to **“writing”** include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
- (e) the headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement;
- (f) unless otherwise provided, references to clauses and Annexes are references to the clauses and Annexes of this Agreement;
- (g) references to this Agreement are references to this Agreement as varied from time to time.

































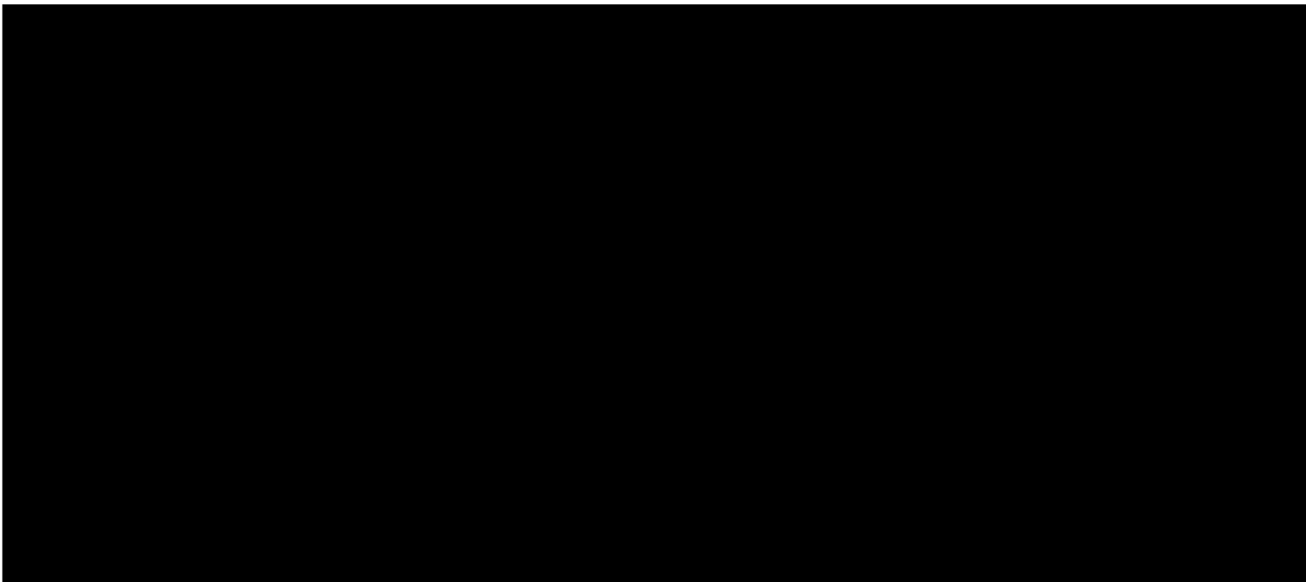










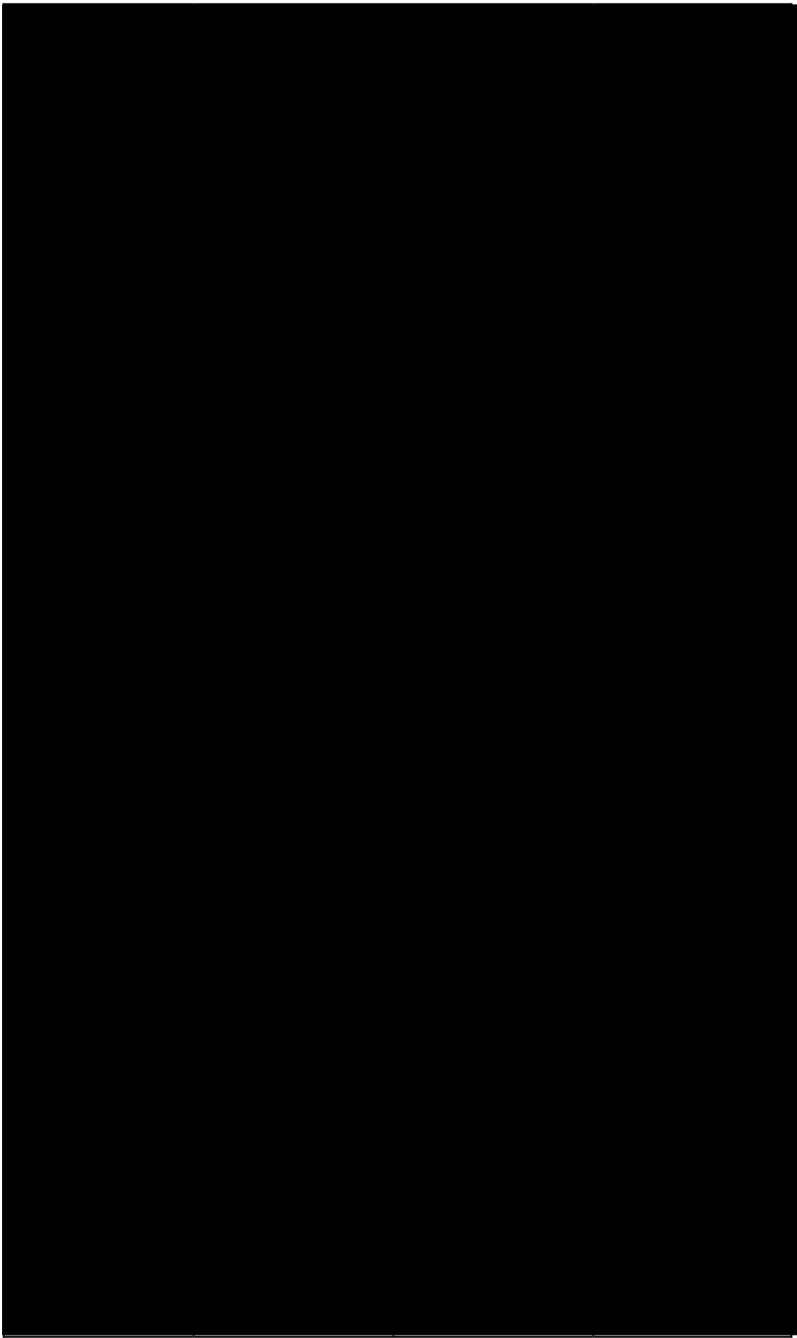


**Table 1**  
Cluster 3 Vetting Resource Costs (Based on Demand Forecast)

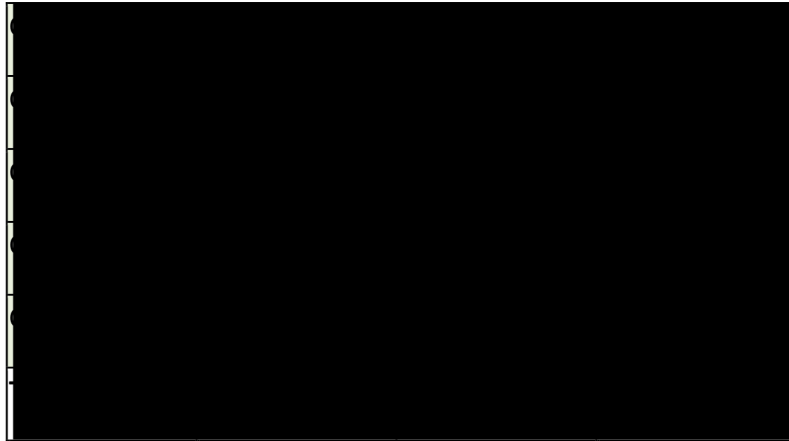
Organisation	23/24	% Resource Utilisation 23/24	Cost of resource 23/24
[Redacted]			
NHS England	620	[Redacted]	56,158.27
[Redacted]			



Cluster 3 Ve







## **Annex C**

### **Data Protection**

The table below sets out the agreed description of the Processing being undertaken in connection with the exercise of the Parties' rights and obligations under the Agreement. DWP shall comply with any further written instructions with respect to Processing given by the Customer and any such further instructions shall be incorporated into this table:

<b>Description</b>	<b>Details</b>
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Laws, the Customer is the Controller and DWP is the Processor in accordance with this Annex C.
Subject matter of the Processing	Personal data concerning the Customer's Staff, being persons employed or engaged by the Customer to perform its obligations, including any contractors and subcontractors and persons employed or engaged by such contractor or subcontractors;

Duration of the Processing	Commence Processing the Personal Data from the start of the term of this Agreement, as required in order to provide the Services. Unless expressly agreed otherwise, cease Processing the Personal Data immediately upon the termination or expiry of the Agreement or, if sooner, the Service to which it relates.
Nature and purposes of Processing	The collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction or data whether or not by automated means) as necessary for the purposes of providing the Cluster 3 Vetting Services. No processing, by DWP or its sub-processors shall take place outside of the United Kingdom and the European Union.

Type of Personal Data being Processed	Name, Title, Email, Phone Number
Categories of Data Subjects	Employees or agents of the Customer
Plan for return of the data once the Processing is complete unless requirements under union or member state law to preserve that type of data	The personal data shall be held only for so long as necessary to complete the Cluster 3 Vetting Services for each relevant person. Once the services have been completed with regard to a person, DWP shall destroy the personal data.
Data Protection Officer of Supplier	

### **Protection of Personal Data and Security of Data**

1. When handling Customer Data (whether or not Personal Data), DWP shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to DWP from time to time.
2. Where any Personal Data are Processed in connection with the exercise of the Parties' rights and obligations under this Agreement, the Parties acknowledge that DWP shall be acting as a Processor on behalf of the Customer as the Controller. The only Processing that DWP is authorised to do is listed in the Award Letter and may not be determined by DWP.
3. DWP 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:
  1. a systematic description of the envisaged Processing operations and the purpose of the Processing;
  2. an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
  3. an assessment of the risks to the rights and freedoms of Data Subjects; and
  4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

4. DWP shall, and shall procure that its agents, Sub-Processors and employees shall:

1. Process the Personal Data only in accordance with instructions from the Customer (which may be specific instructions or instructions of a general nature as set out in this Agreement, or as otherwise notified by the Customer to DWP in writing from time to time) and the table set out in section 7 of the Award Letter, unless DWP is required to do otherwise by Law. If it is so required DWP shall promptly notify the Customer before Processing the Personal Data unless prohibited by Law;

2. notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Laws;

3. ensure that at all times it has in place appropriate technical and organisational measures (which are consistent with Article 32 of the GDPR) which the Customer may reasonably reject (but failure to reject shall not amount to approval by the Customer of the adequacy of the technical and organisational measures), to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction, or damage to the Personal Data, such measures to ensure a level of security commensurate with the risks associated with the Processing having taken account of the:

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

4. notify the Customer immediately upon becoming aware of a Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the Customer with sufficient information to meet any obligations to report a Personal Data Breach under the Data Protection Laws. Such notification shall as a minimum:

describe the nature of the Personal Data Breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;

communicate the name and contact details of the data protection officer or other relevant contact from whom more information may be obtained;

describe the likely consequences of the Personal Data Breach; and

describe the measures taken or proposed to be taken to address the Personal Data Breach;

5. co-operate with the Customer and take such reasonable steps as are directed by the Customer to assist in the investigation, mitigation and remediation of a Personal Data Breach;

6. not disclose the Personal Data to any Supplier Staff unless necessary for the provision of the Services;

7. other than where specifically authorised under this Agreement, not appoint any third party sub-contractor to Process the Personal Data ("**Sub-Processor**") without the prior written consent of the Customer. In all cases where a Sub-Processor is appointed:

1) the contract between DWP and the Sub-Processor shall include terms which are substantially the same as those set out in this Annex C;

2) DWP shall provide the Customer with such information regarding the Sub-Processor as the Customer may reasonably require;

- 3) DWP shall remain fully liable to the Customer for any failure by a Sub-Processor to fulfil its obligations in relation to the Processing of any Personal Data; and
- 4) the use of the Sub-Processor shall be otherwise in accordance with paragraph 5 of this Annex C;
8. take reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to access the relevant Personal Data, as strictly necessary to perform the Services in the context of that individual's duties to DWP, and ensure that DWP Staff:
- are aware of and comply with DWP's obligations under this clause 15 together with any obligations pertaining to confidentiality or data protection which are set out in this Agreement;
  - are subject to confidentiality undertakings or other contractual or professional or statutory obligations of confidentiality;
  - 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 Agreement; and
  - have undergone adequate training in the use, care, protection and handling of Personal Data;
9. notify the Customer immediately if it receives:
- from a Data Subject (or third party on their behalf):
  - a Data Subject Access Request (or purported Data Subject Access Request);
  - a request to rectify any inaccurate Personal Data;
  - a request to have any Personal Data erased or blocked;
  - a request to restrict the Processing of any Personal Data;
  - a request to obtain a portable copy of Personal Data, or to transfer such a copy to any third party; or
  - an objection to any Processing of Personal Data;
  - any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data under this Agreement;
  - 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
  - any other request, complaint or communication relating to either Party's obligations under the Data Protection Laws;
- (each a "**Relevant Communication**").
10. taking into account the nature of the Processing, provide the Customer with full cooperation and assistance (within the timescales reasonably required by the Customer, and in any case within sufficient time for the Customer to comply with any relevant timescales prescribed by the Data Protection Laws) in relation to any Relevant Communications (whether received by DWP or by the Customer directly) including by implementing such technical and organisational measures as may be reasonably required by the Customer and by promptly providing:
- the Customer with full details and copies of the Relevant Communication (where received by DWP);
  - the Customer, on request by the Customer, with any Personal Data it holds in relation to a Data Subject; and

3. 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;
11. allow for audits (including inspections) of its data Processing activity by the Customer or the Customer's mandated Auditor, and if requested by the Customer, provide a written description of the measures that it has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to this Annex C and provide to the Customer copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals.
12. cease Processing the Personal Data immediately upon the earlier of the (i) termination or expiry of this Agreement, or (ii) the cessation of the Services, and as soon as reasonably practicable thereafter, at the Customer's option, either return, or securely and irrevocably delete from its systems (so that such Personal Data cannot be recovered or reconstructed), the Personal Data and any copies of it or of the information it contains; and
13. designate a data protection officer if required by the Data Protection Laws.
5. DWP shall not Process or otherwise transfer, or permit the transfer, of any Personal Data in or to any Restricted Country without obtaining the prior written consent of the Customer (unless the transfer is required by EU or member state law to which DWP is subject, and if this is the case then DWP shall inform the Customer of that requirement before Processing the Personal Data, unless a Law prohibits such information being provided on important grounds of public interest).
6. In respect of any Processing in, or transfer of Personal Data to, any Restricted Country permitted in accordance with paragraph 5 of this Annex C, DWP shall, when requested by the Customer, promptly enter into an agreement with the Customer including or on such provisions as the Standard Contractual Clauses and/or such variation as a regulator or the Customer might require which terms shall, in the event of any conflict, take precedence over those in this Annex C, and DWP shall comply with any reasonable instructions notified to it in advance by the Customer with respect to the transfer of the Personal Data;
7. Subject to the Customer providing DWP with all information reasonably required by DWP to comply with this paragraph 7, DWP shall create and maintain a register setting out:
1. the types of Personal Data and categories of Data Subject whose Personal Data are Processed during the provision of the Services; and
  2. a general description of the technical and organisational security measures adopted by DWP to protect the Personal Data in accordance with paragraph 4.3 of this Annex C.
8. DWP shall use its reasonable endeavours to assist the Customer to comply with any obligations under the Data Protection Laws and shall not perform its obligations under this Agreement in such a way as to cause the Customer to breach any of the Customer's obligations under the Data Protection Laws to the extent DWP is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.
9. Both the Customer and DWP shall comply with their respective obligations under the UK GDPR in relation to this Agreement, including by adhering to any relevant codes of conduct published pursuant to Article 40 of the UK GDPR.
10. The Customer may, at anytime on not less than 30 Working Days' notice, revise this Annex C 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 Agreement).

11. Both the Customer and DWP shall comply with their respective obligations under any relevant law implementing or otherwise giving effect to the NIS Regulations. In response to the obligations created by any law implementing or otherwise giving effect to the NIS Regulations, the Customer may elect to produce a report setting out the steps to be reasonably followed by both parties in relation to their compliance with the NIS Regulations in the context of the Services, and DWP shall comply with the terms of any such report.

12. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to DWP amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

13. If following the date of this Agreement:

1. any codes of practice, codes of conduct, regulatory guidance, standard clauses and any other related laws arising from the UK GDPR or from the NIS Regulations are published; or

2. the UK ceases to be a Member State of the European Union, then the Customer may require DWP to take such further reasonable actions, or enter into such further contractual terms, in each case as necessary to take account of these developments.

14. DWP shall at all times during and after the expiry of the Agreement, indemnify the Customer and keep the Customer indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Customer arising from any breach of DWP's obligations under this Annex C.