



Work Order

This document is a Work Order according to the definitions contained within the provisions of the Services Delivery Agreement (SDA) dated **23rd September 2020**, between **Bloom Procurement Services Ltd** and **Deloitte LLP**.

Except where stated herein, all the clauses and conditions specified in the said supplier terms are included herein by reference and form part of this Work Order.

For the avoidance of doubt, the Bloom Standard Terms & Conditions (only where applicable), the SDA and this Work Order constitute the contract between Bloom and the SPS Provider and are hereinafter referred to collectively as the Supplier Terms.

We are delighted to advise that **Bloom Procurement Services Ltd** have been authorised to obtain the following services on behalf of the Authority.

Project Number:	Project_6060 Contract_13538
Project Name:	NEPRO3 - Digital and Data Roadmaps for Lot 1 Commercial Functions
SPS Provider:	Deloitte LLP
For the Attention of:	REDACTED TEXT under FOIA Section 40, Personal Information
E-mail:	REDACTED TEXT under FOIA Section 40, Personal Information
Telephone Number:	REDACTED TEXT under FOIA Section 40, Personal Information
Address:	1 New Street Square, London, EC4A 3HQ

Description of Specialist Professional Services / deliverables required:



Deloitte LLP (Deloitte) have been appointed by Bloom Procurement Services Limited on behalf of Cabinet Office (CO) to deliver the key requirements under this specification for Lot 1: Commercial. Lots 1 and 2 have been awarded as independent standalone awards.

Deloitte shall deliver the below -

1. Identifying the 'as is' state for digital and data products and services that support the activities of the commercial functions. This encompasses both the services of the central functions and digital and data activity embedded in central government departments, their systems, what data assets exist and where these are held, noting any processes that surround them.
2. Identifying digital and data projects that are currently in flight or planned future development.
3. Suggest other digital and data projects that may be required.

4. Present an end state commercial digital and data ecosystem that all can align to and build towards.
5. Create a roadmap to meet the end state. There is an urgency to complete as much as possible by March 2025, Roadmap should note which elements will be delivered by 2025 and those that are beyond 2025, due to other time limiting factors e.g. Finance Functional Convergence, i.e. new ERP solutions, via the programme clusters outlook of likely implementation by 2026/27. Roadmap to also include transition states associated with key milestones/ incremental benefits release.
6. Identifying the resources to deliver the roadmap.
7. Describing BAU delivery in parallel to delivering the roadmap.
8. Identifying the resource to deliver BAU.
9. Advice on the approach to overseeing and monitoring delivery.

In addition to the above, for Lot 1 the commercial ecosystem, Deloitte must also produce a business case for change, including a cost/benefit analysis associated with both the end state and the transition states, highlighted any inter-dependencies between benefits.

For the commercial ecosystem, Deloitte must produce a long list of options, and consult and agree on a preferred option with nominated stakeholders.

This must include the relative qualitative and quantitative merits of:

1. Doing nothing.
2. A minimum viable approach i.e. delivering the must haves.
3. Several "do more" approaches, including a leading-edge approach.

Deloitte must build upon existing artefacts, government policy and previously suggested recommendations described in the following:

1. Government Commercial Function Strategy 2022-2025.
2. Commercial System Strategy 30th March 2023. 3. GCF Data Strategy phase 2 – September 2023.
4. Global Design Artefacts.
5. Consider the future impact of the Transforming Public Procurement Programme and ERP systems.
6. Transforming for a Digital Future: 2022-2025 Road Map for Digital and Data (<https://www.gov.uk/government/publications/roadmap-for-digital-and-data-2022-to2025/transforming-for-a-digital-future-2022-to-2025-roadmap-for-digital-and-data#wherewill-we-be-by-2025>) and delivery through Clusters.
7. Recommendations should align to wider government strategies such as the National Data Strategy (<https://www.gov.uk/government/publications/uk-national-data-strategy/nationaldata-strategy>) and frameworks such as the Data Maturity Assessment for Government (<https://www.gov.uk/government/publications/data-maturity-assessment-for-governmentframework>).

Deloitte should describe what benefits will be gained from delivering the plan in the below format

Output/ outcome	What good looks like	What the output/ outcome needs to enable to happen
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Drive efficiency, remove duplication of effort and resources in commercial and grants.	An agreed and achievable roadmap for continuous improvement of digital and data.	Collective agreement from departments on an agreed roadmap of digital and data delivery.
Encourage collaboration across government depts. How digital and data at the CO and across government can be more automated, integrated and interoperable. This could lead to commercial Shared Services.	Artefacts that clearly define effectiveness and efficiency benefits of shared digital and data products and services.	Collective agreement from departments on an agreed roadmap of digital and data delivery
Drive meaningful insights from data, enabling data driven decision making.	Mapping of data flows and processes in relation to grants and commercial activity	Engagement from across grants and commercial functions
Better align strategy to user needs.	A rich picture of user needs from across government	Clear and deliverable user stories / personas that articulate how they interact with the commercial or grant functions
Reduce operating costs of digital and data across government.	A defined and costed high level view of the current and future digital and data ecosystem	Collective agreement from departments on an agreed roadmap of digital and data delivery
Improve supplier trading relationships and processes.	Articulate the change and benefits of products such as Sign-In and Registration and Supplier Information.	Show suppliers how to clearly engage with new products and services.



Each outcome should consider and include advice on data security and data regulations compliance. The roadmap should also surface risk within current and future delivery plans and propose mitigation strategies.

The work will be completed over a 3-month period.

To enable completion of the work in a timely manner the Commercial Function will help enable engagement and workshops with required stakeholders. This will include activities such as workshops with Chief Technology Officers and Chief Commercial Officers
Whilst the above is a Digital and Data Strategy the supporting content needs to be presented in a way that a non-digital and data audience can understand and act upon.

The outputs will be approved by the:

- Director Strategy, Assurance and Standards
- Commercial Digital and Data Board

The "delivery plan" budget for Lot 1, is a distinct piece of work and has been awarded as independent standalone award. The budget Commercial is fixed.

Milestones

Milestones	Description	Completion Trigger	Start Date	End Date
Milestone 1	Discovery phase, Deloitte to fully establish and the context, policy and previous	Milestone review Deloitte presenting back to the buyer stakeholder panel, their understanding with recommended next steps.	26 th February 2024	28 th March 2024

	recommendations, GCF strategic commitments.			
Milestone 2	Define future state, including likely benefits.	Deloitte to present future state to stakeholder panel.	26 th February 2024	19 th April 2024
Milestone 3	Create roadmap and required work packages.	Agreed with buyer (CO).	26 th February 2024	17 th May 2024
Milestone 4	Create business case including resource requirement to deliver the roadmap.	Agreed with buyer (CO).	26 th February 2024	17 th May 2024

Contract Management (measuring success and review)

Contract Management arrangements will be carried out in line with the Services Supply Agreement (SSA) by submitting a Service Delivery Plan (SDP).



Special Licences, Consents, Conditions Required as Part of the Deliverables?	Cyber Essentials Plus ISO27001										
Specialist Professional Services Category (Primary)	Finance, Audit and Accounting										
Specialist Professional Services Category (Secondary)	Financial Systems and Processes										
Commencement Date	26 th February 2024										
Completion Date	17 th May 2024										
Total Price Payable All prices to include the 5% Delivery Partner's Managed Services Fee excluding VAT. Expenses are exempt of the 5% Delivery Partner's Managed Services Fee. Payment terms are in accordance with the SPS Contract	Total: £139,500.00										
Purchase Order No	37070035784										
Details of Agreed Expenses	N/A										
Agreed Payment Schedule (Milestone schedules to be detailed below)	Payment (Milestones)	X	Detail: Milestones – In Accordance with Payment Schedule.								
	Payment in full option										
	Other										
Insurance Cover Required (To be amended in accordance with project requirements or if Enhanced or C&E SDA provisions applicable)	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: right;">Amount (£)</th> </tr> </thead> <tbody> <tr> <td>Public Liability</td> <td style="text-align: right;">£10,000,000.00</td> </tr> <tr> <td>Employers Liability</td> <td style="text-align: right;">£5,000,000.00</td> </tr> <tr> <td>Professional Indemnity</td> <td style="text-align: right;">£2,000,000.0</td> </tr> </tbody> </table>				Amount (£)	Public Liability	£10,000,000.00	Employers Liability	£5,000,000.00	Professional Indemnity	£2,000,000.0
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Public Liability	£10,000,000.00										
Employers Liability	£5,000,000.00										
Professional Indemnity	£2,000,000.0										



<p>Any Further Specific Requirements</p>	<p>Data Protection</p> <p>The SPS Provider understands that in relation to the Data Protection Legislation it is a Data Sub-Processor on behalf of Bloom and Bloom is a Data Processor on behalf of the Relevant Authority in respect of any Personal Data that is passed from the Relevant Authority to Bloom and from Bloom to the SPS Provider</p> <p>The attached Data Protection Schedule Annex 1 and where appropriate Annex 2 shall be completed in respect of this project.</p> <p>Delivery Partner Responsibilities</p> <p>For the avoidance of doubt the Delivery Partner's role, duties and responsibilities are expressly set out in the Supplier Terms and no other implied role, duty or responsibility, shall be applied to the Delivery Partner.</p> <p>Supplier Terms</p> <p>Please refer to Appendix. 1</p> <p><i>"The Parties agree that for the purposes of this Work Order, the terms and conditions of the Enhanced Services Delivery Agreement that shall be incorporated into and apply to this Work Order shall be amended as set out in the numbered paragraphs below in Appendix. 1"</i></p>
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Invoicing procedure

The SPS Provider shall complete and submit a Payment Request/Highlight Report via the Technology Platform. This will initiate the Self-Billing Process once approved by the Authority or requirement owner.

Milestone reporting and Payment (Subject to agreed Payment Request/Highlight Report) Payment Schedule

Description		Deliverables	Planned Payment Request Submission Date	Total Price
1.1	Milestone 1 – Project_6060 - PO_37070035784 – Discovery Phase.	Deloitte to Fully Establish and The Context, Policy, and Previous Recommendations, GCF Strategic Commitments.	28 th March 2024	£29,200.00



1.2	Milestone 2 – Project_6060 – PO_37070035784 – Define Future State.	Define Future State, Including Likely Benefits.	19 th April 2024	£26,700.00
1.3	Milestone 3 – Project_6060 - PO_37070035784 - Create Roadmap and Required Work Packages.	Create Roadmap and Required Work Packages.	17 th May 2024	£58,100.00
1.4	Milestone 4 – Project_6060 - PO_37070035784 - Create Business Case.	Create Business Case Including Resource Requirement to Deliver the Roadmap.	17 th May 2024	£25,500.00
Total:				£139,500.00

Total Price	Commencement Date	Currency
£139,500.00	26 th February 2024	Pounds Sterling

Acknowledgment re supervision and control of SPS Provider personnel

By signing this Work Order and agreeing to the Supplier Terms, the SPS Provider confirms for the duration of the Services provided (subject to the contractual terms governing the Services to be provided):

1. The SPS Provider shall procure that its personnel do not act or operate in a manner which could be perceived in such a way as to infer that the SPS Provider's personnel are employees of the Authority;
2. The SPS Provider shall always ensure that the Authority shall not supervise or control the work being carried out by the SPS Provider's personnel;
3. The SPS Provider is free to determine the personnel it uses to provide the services provided that all personnel meet the standards specified by the Authority (including security clearances where applicable);
4. The SPS Provider shall not assume any line management responsibility for any of the Authority's employees;
5. The SPS Provider shall use their own equipment to deliver the Services, except where the provision of equipment by the Authority is necessary for security purposes;
6. The SPS Provider shall determine their own place and hours of work, except where the nature of the project naturally enforces restriction e.g. attending project meetings at client site during business hours;

If at any time, the SPS Provider fails to comply with the above terms, this shall amount to a material breach of the Work Order which is not capable of remedy for the purposes of the termination clause of the SDA and this Work Order will be terminated with immediate effect. If the SPS Provider



breaches these provisions it may be liable for the payment of income tax or national insurance contributions.

ANNEX 1 – to record permitted project specific processing of personal data.

1. The Contractor shall comply with any further written instructions with respect to processing by the Data Controller.
2. Any such further instructions shall be incorporated into this Schedule and this Schedule may be amended at any time during the Term by agreement in writing between the Data Controller and the Contractor to ensure that the description and detail set out in this Schedule with regard to the processing of personal data reflects the arrangements between the Parties, is accurate and is compliant against the Data Protection Legislation.

No	Description	Details
1	Subject Matter of the Processing	N/A
2	Duration of the Processing	N/A
3	Nature and Purposes of the Processing	N/A
4	Type of Personal Data	N/A
5	Categories of Data Subject	N/A
6	Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	N/A

ANNEX 2

1. This Annex lists the sub-processors that the Data Controller has authorised the Contractor to use in accordance with the Supplier Terms.
2. The Data Controller may, at any time and upon such notice as is reasonable in the circumstances, withdraw its approval in relation to any or all sub-processors listed within this Annex and upon such withdrawal the Contractor must immediately cease using that sub-processor.



3. If the Contractor wishes to propose a new sub-processor for approval, it must provide written notice to the Data Controller detailing the identity of the proposed sub-processor, the nature of the sub-processing and confirmation that a written contract in relation to the sub-processing is in place between the Contractor and the sub-processor. The Data Controller must not unreasonably refuse or delay approval.
4. The Data Controller may at any time and upon reasonable notice request copies of the contracts between the Contractor and its approved sub –processors in relation to the sub-processing.

Sub-contractor details: (name, address and company registration number)	Nature of sub-processing:	Commencement date and term of contract between Contractor and Subprocessor:
N/A	N/A	N/A

Signature Area

APPENDIX 1 - SPECIAL CONDITIONS

These special terms and conditions (the “**Special Conditions**”) are amendments to an Enhanced Services Delivery Agreement between BLOOM Procurement Services Limited (the “**Delivery Partner**”) and Deloitte LLP (the “SPS Provider”) (the “**Agreement**”).

PART A

The Parties agree that for the purposes of this Work Order, the terms and conditions of the Enhanced Services Delivery Agreement that shall be incorporated into and apply to this Work Order shall be amended as set out in the numbered paragraphs below.

1. Clause 1.1 insertion of new definitions as follows:

**Connected Persons**

means:

- (a) any member of the SPS Provider's Group, from time to time;
- (b) any company, firm, body corporate or other entity, from time to time;
 - (i) in which any of the SPS Provider's Personnel, from time to time, holds (directly or indirectly) any shares and has management responsibilities for such entity or is otherwise able to control the activities of such entity.; or
 - (ii) of which any of the SPS Provider's Personnel, from time to time, is a director, officer, employee, associate, agent, representative, sub-contractor, consultant or otherwise provides any services

and any member of such entity's Group, from time to time;

Deliverable

means newly created, and partially created documents, drawings, computer software and any other work prepared by or on behalf of the SPS Provider in the provision of the Specialist Professional Services and in their final tangible form;

Developed IP

means Intellectual Property Rights in documents, drawings, materials, items and any other work, in their final tangible form, created specifically by or on behalf of the SPS Provider for the purposes of the Specialist Professional Services as set out in a Work Order ("Deliverable"), excluding in each case any SPS Provider Pre-Existing Intellectual Property Rights.

Mandatory Policies

means the policies set out in Schedule 2 or as may be notified to the SPS Provider from time to time and which the SPS Provider is required to have in place during the Term.

Pre-Existing Intellectual Property Rights

means Intellectual Property Rights existing prior to commencement of the Specialist Professional Services, or developed independently of the Specialist Professional Services (whether before or after the date of this Work Order) that are proprietary to either the SPS Provider (and its sub-contractors) or the Relevant Authority or approved third party, in each case, together with any enhancements and/or modifications thereto;

Restricted Services

means Specialist Professional Services which could reasonably be deemed to be an extension to, and/or, a variation of, business analysis and insight services and security and information advisory services in respect of the SPS Project detailed in the Work Order;



2. Insert new clause 3.12 as follows:

3.12 The SPS Provider's Proposal and/or Business Case is true and accurate to the best of SPS Provider's knowledge and belief and is based on the accuracy of the information supplied by the Authority, the Relevant Authority, the Delivery Partner and third parties on their respective behalf. If the scope of the Services, assumptions, dependencies, content of the Work Order and/or Delivery Partner or Relevant Authority's responsibilities prove to be inaccurate, the Parties will agree a variation to the Work Order via the Change Control Procedure.

3. Insert new clause 5A as follows:

5A.1 The Delivery Partner will use reasonable efforts to procure that, at the date of this Work Order, the Relevant Authority having authorised this Work Order agrees and confirms to carry out the following responsibilities:

5A1.1 ensure information provided by Relevant Authority, or any third party on its behalf, will be accurate, complete and not misleading;

5A1.2 notify the SPS Provider if any of the information or data provided becomes inaccurate or if any of Relevant Authority's requirements change or any circumstances or events which may impact the provision of the Specialist Professional Services within the anticipated timescales;

5A1.3 where needed to assist SPS Provider in performing the Specialist Professional Services, the Relevant Authority will, without undue delay:

5A1.3.1 take decisions and obtain management approvals;

5A1.3.2 subject to security and vetting requirements give the SPS Provider full access to the Relevant Authority's staff, premises and other advisors associated with the engagement, together with all necessary administrative support;

5A1.3.3 use reasonable endeavours to obtain any approvals, licences and security clearances (including any relating to third parties, the SPS Provider personnel and any subcontractors); and

5A1.3.4 keep the SPS Provider informed of any proposals or developments in the Relevant Authority's business relevant to the Specialist Professional Services.

5A1.4 the Relevant Authority will ensure that all of its personnel overseeing the Specialist Professional Services will be suitably skilled and/or experienced and manage any third-party suppliers engaged by the Relevant Authority and liaise with all other interested stakeholders as necessary;

5A1.5 the Relevant Authority will provide all reasonably required data, documentation, information and empowered decision-making personnel to reasonably support and enable the SPS Provider to provide the Specialist Professional Services in accordance with this Agreement;

5A1.6 the Relevant Authority will notify the SPS Provider, prior to the Commencement Date, of any internal policies, codes or procedures that the SPS Provider is required to comply with (and where applicable update the SPS Provider regarding any changes in any such policies).

5A.3 The Relevant Authority having authorised this Work Order agrees and confirms it will not rely on any:

5A3.1 documentation marked as "Draft"; or



5A3.3 informal verbal representations or comments (other than those recorded in agreed meeting minutes).

5A.4 The SPS Provider's performance of the Specialist Professional Services, the timetable and Charges each depend on the accuracy and completeness of any assumptions set out in this Work Order.

4. Delete clause 5.3 and replace with the following wording:

5.3 Subject to Clause 5.8, in consideration of the Charges, the SPS Provider hereby undertakes to the Delivery Partner that, save in accordance with a Work Order, during the Restricted Period it shall not and shall procure that none of the SPS Provider's Personnel nor any Connected Persons shall:

5.3.1 provide (whether directly or indirectly) any Restricted Services detailed in a Work Order to the Relevant Authority without prior written consent of the Delivery Partner or with the written consent of the Delivery Partner (such consent not to be unreasonably withheld or delayed); or

5.3.2 encourage the Relevant Authority to cease doing business with the Delivery Partner or to adversely vary the terms of such business.

For the avoidance of doubt, work not detailed in a Work Order is not Restricted Services and is not included in this clause 5.3."

5. Insert new clause 5.8 as follows:

5.8 The restrictions in clause 5.3 of the Agreement shall not apply where Authority or Relevant Authority has used a public procurement process other than the Delivery Partner's to tender for services. For the avoidance of doubt, where the Delivery Partner has not been directly engaged to provide any intermediary procurement services, clause 5.3 shall not apply."

6. Amend clause 8.10 as follows:

8.10 The Delivery Partner reserves the right to withhold payment of all or the relevant part of an invoice without payment of interest where the SPS Provider has either failed to provide the Specialist Professional Services at all or the Specialist Professional Services, Deliverables or Milestones have failed to be provided in material conformance with the relevant specifications and any invoice relating to such Specialist Professional Services, Deliverables or Milestones will not be paid unless or until the Specialist Professional Services, Deliverables or Milestones have been performed in material conformance with the relevant specification. Where the Delivery Partner intends to withhold payment, it shall provide written notice to the SPS Provider detailing the sum to be withheld and the basis for doing so.

7. Delete clause 13.1 in its entirety and replace with the following wording:

13.1 The SPS Provider's total liability of whatever nature, whether in contract, tort (including, without limitation, negligence), under statute, under an indemnity or otherwise for any and all losses arising from or in any way in connection with this Work Order shall not exceed in aggregate the greater of £1,000,000 (one million pounds) or an amount equal to 125% of the Charges paid or payable for the Specialist Professional Services at the date of the breach. In no event shall the SPS Provider be liable for any indirect or consequential loss or damage, or any loss of profit.

8. Insert new clause 13.1B as follows:

13.1B The Delivery Partner shall use reasonable efforts to procure that the limitation of the SPS Provider's liability as set out in clause 13.1 shall apply between the SPS Provider and the Relevant



Authority and that any claims or proceedings from the Relevant Authority against the SPS Provider (in contract, in tort, under statute, under any indemnity or otherwise) arising in connection with this Agreement or the Work Order shall be subject to clause 13 and brought, to the extent permissible by applicable Law, by the Delivery Partner on behalf of the Relevant Authority. The SPS Provider acknowledges and accepts that insertion of this obligation into the Work Order shall constitute the use of reasonable efforts by the Delivery Partner.

9. Amend clause 14.1 as follows:

(DN Insertions are shown in underline and deletion are shown in strikethrough)

14.1 The SPS Provider shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:

14.1.1 public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) ~~(Indexed if advised by the Relevant Authority)~~ in relation to any one claim or series of claims and in the aggregate for all claims;

14.1.2 employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) ~~(Indexed if advised by the Relevant Authority)~~ or in accordance with any legal requirement for the time being in force in relation to any one claim or series of claims and in the aggregate for all claims;

14.1.3 professional indemnity insurance with a limit of indemnity of not less than two million pounds (£2,000,000) ~~(Indexed if advised by the Relevant Authority)~~ in relation to any one claim or series of claims and in the aggregate for all claims; and

14.1.4 such other insurance ~~as required by the Delivery Partner~~ expressly set out and agreed between the Parties in a Work Order and any subsequent Change Control Note from time to time, which for the avoidance of doubt, may include cyber insurance or such other amounts detailed as expressly agreed in a Work Order or any subsequent Change Control Note, the above are, together, described in this Agreement as the "Required Insurances".

10. Insert new clause 17.5

17.5 Nothing shall prevent the SPS Provider from using data processing techniques, ideas and know-how gained during the performance of the Specialist Professional Services in the furtherance of its normal business, to the extent that this does not amount to the disclosure of Confidential Information.

11. Insert new clause 17.7 as follows:

17.7 For the purpose of the Freedom of Information Act 2000 ("FOIA") where information is:

- 17.7.1 personal information (CV's, contact details etc.);
- 17.7.2 pricing and details of SPS Provider's cost base;
- 17.7.3 insurance arrangements;
- 17.7.4 proprietary information; and/or
- 17.7.5 SPS Provider's proprietary approach and/or methodologies,

such information shall be treated as either personal information under Section 40(2) of the FOIA, and/or information the disclosure of which would prejudice the commercial interests of the SPS Provider under section 43 of the FOIA. The Delivery Partner acknowledges and agrees that the information set out in the foregoing sentence is commercially sensitive and/or confidential to the SPS Provider and shall (and shall procure that Relevant Authority shall) undertake to treat such



information confidentially in accordance with clause 17 (or in the Relevant Authority's case, in accordance with the relevant confidentiality provisions of the Call-Off Contract). The SPS Provider acknowledges and agrees the foregoing sentence in this clause 17.7 constitutes reasonable efforts by the Delivery Partner to procure the Relevant Authority's confidentiality undertaking.

12. Insert new clause 17.8 as follows:

17.8 Where a request to disclose such information as set out in 17.7 is received, the Parties will work together and consider the applicability the relevant FOIA exemptions as set out in clause 17.7.

13. Delete Clause 19.1 and replace with the following wording:

19.1 The SPS Provider shall assign to the Relevant Authority any Developed IP and shall procure, so far as it is reasonably able to do so, that any such Developed IP created is capable of assignment.

14. Insert new clause 19.5 as follows:

19.5 Nothing in this Work Order shall affect the Pre-Existing Intellectual Property Rights of the Relevant Authority or the SPS Provider.

15. Insert new clause 19.6 as follows:

19.6 To the extent that any SPS Provider Pre-Existing Intellectual Property Rights is incorporated in, and required to be used as part of a Deliverable the SPS Provider shall grant the Relevant Authority, a perpetual, non-transferable, non-exclusive right and licence for the purposes of the SPS Project.

16. Insert new clause 20.7 as follows:

20.7 The SPS Provider may terminate this Agreement or any Work Order (in each case, in whole or in part) with immediate effect by written notice to the Delivery Partner without liability, in the event:

20.7.1 the Delivery Partner stops payment of its debts or ceases or threatens to cease to carry on its business or substantially the whole of its business or is unable to pay its debts as they fall due or is deemed unable to pay its debts; or

20.7.2 an Insolvency Event occurs in relation to the Delivery Partner.

17. Insert new clause 20.8 as follows:

20.8 Notwithstanding any provision of this Work Order or Agreement, should any situation arise or should any action taken by the Delivery Partner, Authority, Relevant Authority or a third party create a situation which may amount to a professional conflict of interest under the rules of the professional and/or regulatory bodies regulating the activities of the SPS Provider (including audit independence concerns) or changes in law or regulations which may render the services unlawful, the SPS Provider may terminate the Work Order without liability on written notice.

Part B

18. SPS Provider will store and back up government data according to its own data storage policies.

19. The Authority will not require any SPS Provider Staff to enter into any direct confidentiality agreement(s).

20. The Deliverables will be jointly prepared by a combination of SPS Provider Personnel working jointly with Authority's Personnel and where Authority remains solely responsible for all the decisions, assessments, conclusions, and judgments underlying them.



Signature Area

Organisation Name:

Bloom

Role/Title:

REDACTED TEXT under FOIA Section 40, Personal Information

Name:

REDACTED TEXT under FOIA Section 40, Personal Information

Signature:

REDACTED TEXT under FOIA Section 40, Personal Information

Personal Information

Organisation Name:

Deloitte LLP

Role/Title:

REDACTED TEXT under FOIA Section 40, Personal Information

Name:

REDACTED TEXT under FOIA Section 40, Personal Information

Signature:

REDACTED TEXT under FOIA Section 40,