
ANNEX 1
DEFENCE AS A PLATFORM
FORM OF COLLABORATION AGREEMENT

6 March 2019

**DEFENCE AS A PLATFORM
COLLABORATION AGREEMENT**

Herbert Smith Freehills LLP

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THIS AGREEMENT is made on the 6th day of March 2019

BETWEEN:

1. **THE SECRETARY OF STATE FOR DEFENCE** (the "**Authority**"); and
2. each of the **DEFENCE AS A PLATFORM CONTRACTORS**, being:
 - (A) **Atos IT Services UK Limited**, a company registered in England under company number 01245534 whose registered office is at Second Floor, MidCity Place, 71 High Holborn, London, WC1V 6EA; and
 - (B) such persons who from time to time have separately entered into a valid Deed of Adherence in the form set out in Schedule 1 of this Collaboration Agreement),together the "**DaaP Contractors**" and each a "**DaaP Contractor**",
(each a "**Party**" and together, the "**Parties**").

BACKGROUND

- A. The Authority and each of the DaaP Contractors have entered into, or will enter into, a Bilateral Agreement pursuant to which the DaaP Contractor agrees to supply certain information technology services to the Authority.
- B. The services provided under a Bilateral Agreement are intended to form part of a wider programme of transformation of the Authority's ICT environment known as Defence as a Platform, which will involve an ecosystem comprised of ISS and contractors working together collaboratively to deliver capability and an enhanced user experience to End Users.
- C. The Authority recognises the importance of ensuring that ISS works collaboratively with DaaP Contractors to deliver that capability and enhance user experience.
- D. One of the key principles underpinning the Defence as a Platform is collaboration between and among the Authority and DaaP Contractors. Accordingly, this Collaboration Agreement sets out the principles that the Parties shall adhere to in their interactions with each other when performing their respective obligations pursuant to a Bilateral Agreement. It is the Parties' intention that this Collaboration Agreement creates binding rights and obligations as between the Parties in order to:
 - (i) encourage collaborative behaviours between the Parties to ensure smooth, efficient and effective end-to-end service delivery for End Users;
 - (ii) achieve a high-level of service performance, service continuity, quality and value for the Authority in a multi-supplier environment; and
 - (iii) support the performance of obligations under the Bilateral Agreements.

IT IS AGREED as follows:

PART A: PRELIMINARY

1. **DEFINITIONS AND INTERPRETATION**

In this Collaboration Agreement, the definitions and rules of interpretation set out in Schedule 3 shall apply.

2. **COMMENCEMENT, ACCESSION AND EXPIRY**

2.1 **Commencement**

This Collaboration Agreement commences on the Effective Date and shall continue in full force and effect until the earlier of:

- 2.1.1 termination or expiry of all the Bilateral Agreement(s); and
- 2.1.2 the written agreement of all Parties to terminate this Collaboration Agreement.

2.2 Accession

- 2.2.1 The obligations and rights of each DaaP Contractor under this Collaboration Agreement shall become effective upon either:
 - (A) the Effective Date, if the DaaP Contractor signed this Collaboration Agreement; or
 - (B) in all other cases, execution of a Deed of Adherence by the relevant DaaP Contractor,(each such occasion an "**Accession Date**") and are not conditional upon signature of this Collaboration Agreement by all other DaaP Contractors.
- 2.2.2 The Authority shall have the sole and absolute right, at any time, to agree with a third party that it will become a DaaP Contractor for the purposes of this Collaboration Agreement through the conclusion of a Deed of Adherence substantially in the form set out in Schedule 1 to this Collaboration Agreement. Upon conclusion of the Deed of Adherence, the Authority shall notify the DaaP Contractors of the addition of the new DaaP Contractor to this Collaboration Agreement.
- 2.2.3 No DaaP Contractor shall be entitled to object to the addition of a new DaaP Contractor to this Collaboration Agreement or the termination of this Collaboration Agreement in respect of any DaaP Contractor from time to time. All of the Parties to this Collaboration Agreement prior to the conclusion of a Deed of Adherence shall remain bound by the terms of this Collaboration Agreement following conclusion of the Deed of Adherence. On and from the date on which the relevant Deed of Adherence was concluded, the new DaaP Contractor shall have all of the rights and obligations of a DaaP Contractor under this Collaboration Agreement.

2.3 Post-accession onboarding

The Parties agree to participate in, and give such reasonable assistance as may be necessary and appropriate to, a Party which has recently acceded to this Collaboration Agreement. Such assistance shall include provision of information relating to the subject-matter of this Collaboration Agreement and the DaaP Services more generally.

2.4 Consequences of termination or expiry

On termination or expiry of this Collaboration Agreement for any reason whatsoever:

- 2.4.1 each Party shall destroy or return any additional copies of the Authority Data and other Confidential Information of any Party, provided that each Party may retain one copy of such information as it is required to retain by law and subject to the confidentiality obligations set out in Clause 13 (Confidentiality); and
- 2.4.2 such termination or expiry shall not:
 - (A) affect any provision of this Collaboration Agreement which by its nature should survive or operate in the event of the termination of this Collaboration Agreement including this Clause 2.4 and Clauses 3 (*Priority*), 7 (*Compliance with Bilateral Agreements*), 11 (*Intellectual Property Rights*), 12 (*Liability*), 13 (*Confidentiality*), 14 (*Data Protection*), 15 (*Freedom of Information*), 16 (*Group members and Sub-contractors*), 20 (*Entire Agreement*), 21 (*Relationship of the Parties*), 22 (*Third Party Rights*) and 24 (*Governing Law*), and Schedule 3 (*Definitions and Interpretation*);

- (B) subject to sub-paragraph (A), relieve a DaaP Contractor of complying with its obligations arising under this Collaboration Agreement until the later of:
 - (1) the date on which the Authority and the DaaP Contractor both agree that the DaaP Contractor is not bound by such obligations; and
 - (2) the date on which the Authority, in its sole discretion, determines that such DaaP Contractor has fulfilled all of its obligations under this Collaboration Agreement and its Bilateral Agreement (including in respect of any Exit Plan and Exit Management requirements under the Bilateral Agreement);
- (C) prejudice or affect the rights of any Party against another in respect of any breach of this Collaboration Agreement or in respect of any monies payable by one Party to another in respect of any period prior to termination. This Clause shall not affect any rights contained in this Collaboration Agreement which expressly allow a Party to withhold payment in specified circumstances.

3. **PRIORITY**

- 3.1 If and to the extent of any conflict or inconsistency between the clauses, the schedules, any annexes to the schedules, and (subject to Clause 3.2) any other documents referred to in this Collaboration Agreement, the conflict shall be resolved in accordance with the following order of precedence:
 - 3.1.1 the Clauses;
 - 3.1.2 the Schedules;
 - 3.1.3 any annexes to the Schedules;
 - 3.1.4 any other documents referred to in this Collaboration Agreement.
- 3.2 If and to the extent of any conflict or inconsistency between this Collaboration Agreement and each DaaP Contractor's Bilateral Agreement, the Bilateral Agreement shall take precedence.

PART B: COLLABORATION

4. **HIGH LEVEL OBJECTIVES**

- 4.1 The Parties shall individually and collectively work to ensure that, in providing the DaaP Services, interacting with one another and managing service delivery to End Users, they give effect to the following High Level Objectives:
 - 4.1.1 seamless and efficient delivery of capability to End Users;
 - 4.1.2 placing End User experience at the centre of service delivery, service integration, and issue and problem identification, management and resolution; and
 - 4.1.3 a "one team" approach to service delivery where the Parties collaborate effectively and work towards shared outcomes.
- 4.2 The Parties acknowledge and agree that the successful achievement of the High Level Objectives will in part be dependent each Party (including, in the case of the Authority, its service performance and service integration functions).
- 4.3 Without prejudice to the High Level Objectives or the Collaboration Principles, each Party shall, and (where applicable) shall procure that their relevant Affiliates and Sub-contractors shall (where it is necessary and/or desirable to do so), co-operate fully and in good faith with each other Party and provide such co-operation, support, assistance and information to each other Party as is necessary in order:
 - 4.3.1 to ensure the orderly provision of seamless end-to-end DaaP Services;

- 4.3.2 to avoid hindering the provision of the DaaP Services under the relevant Bilateral Agreement(s) by any of the other DaaP Contractors;
 - 4.3.3 to facilitate the efficient delivery of the DaaP Services by the other DaaP Contractors in accordance with the terms of their respective relevant Bilateral Agreements; and
 - 4.3.4 to avoid undue disturbance to End Users.
- 4.4 The Parties acknowledge that the success of the collaboration regime and the achievement of the High Level Objectives rely in part on prompt communication and team work between each Party's personnel and that this may include, without prejudice to each Party's rights and obligations under any Bilateral Agreement, DaaP Contractors initiating discussions among themselves and working to identify solutions to actual or potential issues.

5. **PRINCIPLES**

- 5.1 Each Party undertakes to act in accordance with both the letter and the spirit of the Principles. The Parties shall apply the Principles throughout the lifecycle of the provision of DaaP Services and Bilateral Agreements, including implementation, re-procurement and exit phases.

- 5.2 The Principles are as follows:

Principle 1: Commitment to End User solutions

The Parties shall proactively engage and co-operate with one another to determine the most efficient and effective way to deliver End User capability. Such engagement and co-operation shall include:

- (A) avoiding (or, where not possible, minimising) unnecessary duplication or effort in the delivery of DaaP Services (including implementation of and exit from those services); and
- (B) seeking to identify potential improvements in the delivery of End User capability and in overall End User experience.

Principle 2: Working together to enable performance

The Parties shall cooperate, support and provide information and assistance to one another in a proactive, transparent and open way, including by sharing lessons learnt and best practice know-how relating to delivery of End User capability.

Principle 3: Prevention is better than cure

- (A) The Parties acknowledge the importance of early identification of risks to End User service delivery, continuity of service and End User experience. Each Party shall monitor the impact of their actions (and the actions of others) on End User capability. Where a Party observes or anticipates a negative impact on End User capability, the Party shall promptly raise and, if applicable and appropriate, escalate the matter with relevant DaaP Contractors and the Authority.
- (B) The Parties agree to notify one another promptly on becoming aware that assistance from each other may be required to ensure continuity of service for End Users or to prevent or limit a security incident.

Principle 4: Rapid resolution

- (A) The Parties shall work together to resolve issues, incidents and problems quickly and with a "one team" focus.
- (B) The Parties acknowledge that commercial and governance processes need to progress efficiently and in tandem with resolution. Acting in a manner consistent

with the Rapid Resolution principle includes seeking efficient progress in situations where there may be a dispute or uncertainty about allocation of causal or contractual responsibility.

- (C) The Parties commit to supporting resolutions that work irrespective of who developed the resolution.

Principle 5: No circumvention

A Party shall not use the Principles in a way that deliberately impedes the Party's ability to comply with its obligations under a Bilateral Agreement.

Principle 6: Collaborative governance

- (A) The Parties shall participate actively in the governance forums and processes set out in their respective Bilateral Agreements and this Collaboration Agreement.
- (B) In addition to active participation in such governance forums and processes, the Parties shall engage in other ad hoc meetings with one another where these may help facilitate solutions or support the High Level Objectives.
- (C) The Parties shall work with one another in good faith to attempt to resolve disagreements and, where possible, find win-win outcomes, before pursuing formal dispute resolution under a Bilateral Agreement.

Principle 7: Employee recognition

Each Party shall encourage their personnel to adopt and adhere to the Principles, and shall, where applicable and appropriate, put in place measures to recognise those personnel who act in accordance with the Principles.

6. MEASURING PERFORMANCE

- 6.1 The Parties acknowledge the importance of measuring the achievement of the High Level Objectives and adherence to the Principles, and the individual and overall contributions to the "one team" approach, and that such measurement is an important element of the collaboration regime set out in this Collaboration Agreement.
- 6.2 The Parties agree to participate in regular assessments of their contributions to achieving the High Level Objectives and adhering to the Principles through:
 - 6.2.1 the biannual assessment described in Clause 6.4; and
 - 6.2.2 the annual review described in Clause 6.5.
- 6.3 In addition to the assessments described in Clause 6.2, each Party agrees to continuously monitor its own contributions and the contributions of other Parties to the "one team" approach. Although the Parties acknowledge that such continuous monitoring may take many forms, the Parties will include:
 - 6.3.1 quarterly stock-takes between the Authority and each DaaP Contractor to support the biannual assessment process;
 - 6.3.2 regular engagement between each Party's Collaboration Manager; and
 - 6.3.3 open channels of communication between Party personnel at all levels on an ongoing, informal basis.
- 6.4 **Biannual assessment**
 - 6.4.1 The Authority and each DaaP Contractor shall participate in biannual assessments which shall:

- (A) assess the strength of the collaborative relationship between the Authority and the DaaP Contractor and the contributions each has made to the "one team" approach to End User service delivery;
 - (B) enable the Authority and the DaaP Contractor to raise and explore issues relating to collaboration; and
 - (C) provide a framework for addressing any concerns or deficiencies identified during the assessment.
- 6.4.2 The biannual assessment shall take place at date, time and location agreed by the Authority and the DaaP Contractor and, in any event, shall not occur more than seven (7) months after the previous assessment (on and from the second such assessment). The first assessment shall take place no later than six (6) month following the DaaP Contractor's Accession Date.
- 6.4.3 No later than five (5) Working Days before each biannual assessment, the Authority and the DaaP Contractor shall each complete the "One Team" Assessment Criteria set out in Schedule 2 (Measuring Performance). When completing the "One Team" Assessment Criteria, each Party shall base its assessment of each criterion:
- (A) on how the Party perceives the collaborative nature of the relationship between each other;
 - (B) each Party's contributions to the collaborative relationship between and among all the Parties to this Collaboration Agreement; and
 - (C) whether the High Level Objectives and Principles are being adhered to.
- Each Party's assessment shall be provided to the other Party's Collaboration Manager no later than one (1) Working Day before the biannual assessment takes place.
- 6.4.4 Each biannual assessment shall:
- (A) refer to, and be guided by, the High Level Objectives and the Principles;
 - (B) involve a critical and constructive discussion of the results of each Party's completed "One Team" Assessment Criteria;
 - (C) where applicable, review the previous Action Plan;
 - (D) be chaired by the DSIO Collaboration Representative; and
 - (E) for each Party participating in the review, be led by the Party's Collaboration Manager.
- 6.4.5 The outcome of each biannual assessment shall:
- (A) be signed and acknowledged by each Party's Collaboration Sponsor; and
 - (B) result in the creation of a plan (the "**Action Plan**"), which the Parties shall agree, adopt and begin implementing within fifteen (15) Working Days of the date of the assessment. The Action Plan shall set out the actions each Party will take to improve the collaborative relationship between the Parties and further the achievement of the High Level Objectives and adherence to the Principles.

6.5 Annual review

- 6.5.1 Within one (1) month of each anniversary of the Effective Date, the Parties shall meet to carry out a joint review of the effectiveness of the "one team" approach to service delivery to End Users.
- 6.5.2 Each annual review shall:
- (A) involve an holistic consideration of the effectiveness of this Collaboration Agreement, including the "One Team" Assessment Criteria, High Level

Objectives and the Principles to help determine whether these are driving collaborative behaviours;

- (B) be chaired by the Authority's Chief Defence Information Officer (or equivalent-level personnel); and
- (C) for each Party participating, be led by the Party's Collaboration Sponsor.

6.5.3 The outcome of each annual review shall:

- (A) be signed and acknowledged by each Party's Collaboration Sponsor;
- (B) be tabled as an item in the next meeting of the Coherence Board; and
- (C) result in the creation of an Annual Review Action Plan, which the Parties shall agree, adopt and begin implementing within fifteen (15) Working Days of the date of the assessment. The Annual Review Action Plan shall set out the actions each Party will take to improve the collaborative relationships between the Parties, adherence to the Principles, and the overall effectiveness of this Collaboration Agreement.

7. COMPLIANCE WITH BILATERAL AGREEMENTS

- 7.1 Each DaaP Contractor shall ensure it delivers the DaaP Services in accordance with the relevant Bilateral Agreement and each DaaP Contractor shall ensure it complies with its respective Bilateral Agreements.
- 7.2 Where any DaaP Contractor fails or becomes aware that it is likely to fail to comply with any obligation of the relevant Bilateral Agreement or under this Collaboration Agreement and that failure may have an impact on the performance of the DaaP Services by any other DaaP Contractor, the DaaP Contractor shall as soon as is reasonably practicable notify the Authority and the other DaaP Contractor of the same. Where possible, this notification shall be to the relevant Collaboration Managers directly or such Collaboration Managers shall receive a copy of the notice.
- 7.3 Where any DaaP Contractor becomes aware of an event or incident that that may have an impact on the performance of its own DaaP Services or the performance of the DaaP Services by any other DaaP Contractor, the DaaP Contractor shall as soon as is reasonably practicable notify the Authority of such failure or likely failure.
- 7.4 The DaaP Contractors each acknowledge and agree that nothing in this Collaboration Agreement and in particular no failure by any other DaaP Contractor to perform an obligation under this Collaboration Agreement or a Bilateral Agreement shall relieve them from any obligation or liability towards the Authority under the relevant Bilateral Agreement that they have in place with the Authority.
- 7.5 It is not the Parties' intention that their actions or omissions under or in connection with this Collaboration Agreement should give rise to any form of Dispute.
- 7.6 Notwithstanding Clause 7.5, any Dispute that arises under or in connection with this Collaboration Agreement shall be resolved in accordance with the escalation and dispute resolution procedure set out in the relevant Bilateral Agreement, provided that, before notifying a Dispute under that procedure, the Parties involved first use all reasonable endeavours to resolve the Dispute using informal measures consistent with the Principles.
- 7.7 Any variations to this Collaboration Agreement shall be made pursuant to provisions in the Bilateral Agreements relating thereto.

8. GOVERNANCE AND RELATIONSHIP MANAGEMENT

- 8.1 The DaaP Contractors acknowledge that their respective relationships with the Authority are governed by the governance and contract management provisions within the relevant Bilateral Agreement.

- 8.2 In addition to those governance and contract management provisions, the Parties' respective representatives shall each comply with their obligations and responsibilities to participate in the meetings and other activities of the Coherence Board.
- 8.3 The DaaP Contractors and the Authority shall each designate:
- 8.3.1 a Collaboration Manager; and
 - 8.3.2 a Collaboration Sponsor.
- 8.4 Each Party's Collaboration Manager shall be responsible for managing the day-to-day relationship with other Parties as it relates to the High Level Objectives and the Principles and shall have authority to act on behalf of the Party in all matters pertaining to this Collaboration Agreement.
- 8.5 Each Party's Collaboration Sponsor shall have executive-level oversight of the Party's participation in this Collaboration Agreement and be the senior contact point regarding the Party's adherence to the Collaboration Principles.
- 8.6 Each DaaP Contractor's Collaboration Manager and Collaboration Sponsor shall be "Key Personnel" for the purposes of the DaaP Contractor's Bilateral Agreement.

PART C: GENERAL

9. AMENDMENTS

- 9.1 The Parties acknowledge and agree that, from time to time (including as a result of the accession of new DaaP Contractors in accordance with Clause 2.2 or annual review process described in Clause 6.5), the Authority may consider it necessary or desirable to amend the terms of this Collaboration Agreement.
- 9.2 If, in accordance with Clause 9.1, the Authority considers that it is necessary or desirable to amend the terms of this Collaboration Agreement, the Authority shall:
- 9.2.1 consult with the other Parties in relation to any proposed amendments; and
 - 9.2.2 consider any feedback or inputs from the Parties before tabling the final form amendments.
- 9.3 The Parties acknowledge that any amendments to this Collaboration Agreement shall not be effective unless they are in writing and signed by all Parties.

10. WARRANTIES

- 10.1 Each Party warrants, represents and undertakes at its Accession Date that:
- 10.1.1 it has full capacity and authority to enter into and to perform this Collaboration Agreement;
 - 10.1.2 this Collaboration Agreement (or Deed of Adherence in respect of which) is executed by a duly authorised representative of that Party;
 - 10.1.3 there are no actions, lawsuits or proceedings or regulatory investigations pending or, to that Party's knowledge, threatened against or affecting that Party before any court or administrative body or arbitration tribunal that might affect the ability of that Party to meet and carry out its obligations under this Collaboration Agreement; and
 - 10.1.4 once duly executed (either directly or by way of a Deed of Adherence) this Collaboration Agreement will constitute its legal, valid and binding obligations.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 Except as expressly set out in this Collaboration Agreement (or any Bilateral Agreement), neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights subsisting in another Party's Materials.

- 11.2 Each Party (the "**Granting Party**") grants a non-exclusive, royalty-free licence to the other Parties for the period during which the Granting Party is a party to this Collaboration Agreement to use the Granting Party's Materials solely for, and only to the extent necessary for, the performance of their respective obligations under this Collaboration Agreement.
- 11.3 The Parties acknowledge and agree that there is no intent to create new Intellectual Property Rights pursuant to this Collaboration Agreement but, to the extent such any new Intellectual Property Rights are so created, all rights, title and interest in such new Intellectual Property Rights shall vest in the Authority. Each other Party hereby assigns to the Authority, with full title guarantee and free from all third party rights, any such Intellectual Property Rights (and other rights) subsisting in any such new Intellectual Property Rights, and shall waive or procure waiver of any moral rights in such new Intellectual Property Rights so assigned.
- 11.4 The provisions of this Clause 11 are without prejudice to any provisions relating to Intellectual Property Rights set out in any Bilateral Agreement.

12. **LIABILITY**

- 12.1 Nothing in this Collaboration Agreement shall operate to limit or exclude:
- 12.1.1 any Party's liability to the other for death or personal injury caused by that Party's negligence;
 - 12.1.2 any Party's liability to the other for fraudulent misrepresentation or fraudulent concealment; and
 - 12.1.3 any Party's liability to the other for any liability which cannot be limited or excluded by law.
- 12.2 Subject to Clause 12.1:
- 12.2.1 the Authority's liability in respect of its obligations under this Collaboration Agreement in respect of each DaaP Contractor and all members of their Group shall be subject to the liability provisions under the relevant Bilateral Agreement in place with that DaaP Contractor;
 - 12.2.2 each DaaP Contractor's liability to the Authority and/or any other DaaP Contractor in respect of its obligations under this Collaboration Agreement in respect of each DaaP Contractor and all members of their Group shall be subject to the liability provisions under the relevant Bilateral Agreement in place with that DaaP Contractor; and
 - 12.2.3 nothing in this Collaboration Agreement shall give any DaaP Contractor the right to enforce any of the provisions of: (i) this Collaboration Agreement, or (ii) any Bilateral Agreement, against any other DaaP Contractor.
- 12.3 Any liabilities of the Parties under this Collaboration Agreement shall be several and not joint.

13. **CONFIDENTIALITY**

- 13.1 Except to the extent set out in this Clause 13 or where disclosure is expressly permitted elsewhere in this Collaboration Agreement, each Party shall:
- 13.1.1 treat every other Party's Confidential Information as confidential and safeguard it from loss or disclosure accordingly;
 - 13.1.2 not use or exploit any other Party's Confidential Information in any way except for the purposes anticipated under this Collaboration Agreement, or if not anticipated by this Collaboration Agreement, not to disclose any Party's Confidential Information to any other person without the relevant Party's prior written consent; and

- 13.1.3 immediately notify the relevant Party or Parties if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the relevant Party's or Parties' Confidential Information.
- 13.2 Clause 13.1 above shall not apply to the extent that:
- 13.2.1 such disclosure is a requirement of Law placed upon a Party provided that Clause 15 (*Freedom of Information*) shall apply for disclosure under the FOIA or the Environmental Information Regulations;
- 13.2.2 the need for such disclosure arises out of or in connection with:
- (A) any legal challenge or potential legal challenge against any Party arising out of or in connection with this Collaboration Agreement;
 - (B) the examination and certification of the Authority's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority is making use of any of the DaaP Services provided in connection with the Bilateral Agreements and this Collaboration Agreement; or
 - (C) the conduct of a Regulatory Body review in respect of this Collaboration Agreement;
- 13.2.3 a Party has reasonable grounds to believe that another Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office;
- 13.2.4 such information was in the possession of the Party making the disclosure without restriction as to its disclosure before its disclosure by the information owner;
- 13.2.5 such information was obtained from a third party who acquired it lawfully and who is under no obligation restricting its disclosure;
- 13.2.6 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Collaboration Agreement; or
- 13.2.7 such information is developed independently, without access to the relevant Party's Confidential Information.
- 13.3 If any Party is required by Law to make a disclosure of Confidential Information, that Party shall as soon as reasonably practicable and to the extent permitted by Law notify the relevant Party or Parties of the full circumstances of the required disclosure including the relevant Law and regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
- 13.4 Subject to Clause 13.5, a Party (the "**Disclosing Party**") may disclose another Party's Confidential Information on a confidential basis to the following persons (each such person to be a "**Permitted Recipient**"):
- 13.4.1 if the Disclosing Party is the Authority, to any DaaP Contractor Personnel or Authority Personnel; or
 - 13.4.2 if the Disclosing Party is a DaaP Contractor, to a member of that DaaP Contractor Personnel or Authority Personnel.
- 13.5 In each case referred to in Clause 13.4, a Party's Confidential Information may only be disclosed to Permitted Recipients who are directly involved in the provision of the DaaP Services and who need to know the information, and the Disclosing Party shall ensure that such Permitted Recipients are aware of and comply with these obligations as to confidentiality. Where a Disclosing Party discloses another Party's Confidential Information pursuant to Clause 13.4, that Disclosing Party shall remain responsible at all times for compliance with the confidentiality obligations set out in this Collaboration Agreement (in addition to any confidentiality obligations in a Bilateral Agreement to which it is a party) by the Permitted Recipient.

- 13.6 Each DaaP Contractor shall not, and shall procure that the DaaP Contractor Personnel do not, use any other Party's Confidential Information other than for the purposes of this Collaboration Agreement.
- 13.7 In the event that any default, act or omission of any Permitted Recipient causes or contributes (or could cause or contribute) to a DaaP Contractor breaching its obligations as to confidentiality under or in connection with this Collaboration Agreement, the DaaP Contractor shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any DaaP Contractor Personnel, the DaaP Contractor shall provide such evidence to the Authority as the Authority may reasonably require (though not so as to risk compromising or prejudicing any disciplinary or other proceedings) to demonstrate that the DaaP Contractor is taking appropriate steps to comply with this Clause 13.7, including copies of any written communications to and from DaaP Contractor Personnel, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with DaaP Contractor Personnel in connection with obligations as to confidentiality.
- 13.8 The provisions of each DaaP Contractor's Bilateral Agreement as they relate to confidentiality and security requirements shall apply to the maintenance of security arrangements in respect of any Confidential Information and any matters relating to the management and treatment of secure information under this Collaboration Agreement.
- 13.9 Each DaaP Contractor shall comply with, and shall ensure that the DaaP Contractor Personnel comply with:
- 13.9.1 the Official Secrets Acts 1911 to 1989; and
 - 13.9.2 section 182 of the Finance Act 1989.
- 13.10 Nothing in this Collaboration Agreement shall prevent the Authority from disclosing a DaaP Contractor's Confidential Information:
- 13.10.1 to a Replacement Contractor, or potential Replacement Contractor, in relation to the re-tendering or transfer of the DaaP Services who is subject to confidentiality obligations with the Authority broadly equivalent to those set out in this Clause 13;
 - 13.10.2 for the purpose of fulfilling the Authority's obligations to support contingent operations overseas and military operations in the United Kingdom (including the provision of military aid to the civil authorities) as required by the Authority;
 - 13.10.3 where such disclosure is made pursuant to the Transparency Agenda;
 - 13.10.4 to a tax authority in connection with the tax affairs of the Authority;
 - 13.10.5 to a Regulatory Body at the request of such Regulatory Body;
 - 13.10.6 to any third party appointed by the Authority to perform its Step-in rights and to work with the DaaP Contractor in performing all or part of the DaaP Services, in accordance with each Bilateral Agreement;
 - 13.10.7 to any third party appointed (including any consultant, contractor or other person engaged by the Authority) and that person is subject to confidentiality obligations with the Authority broadly equivalent to those set out in this Clause 13;
 - 13.10.8 to any Replacement Body or potential Replacement Body;
 - 13.10.9 for the purposes of the examination and certification of the Authority's accounts or those of any Indirect Customer;
 - 13.10.10 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; and

- 13.10.11 for the purpose of responding to any Parliamentary questions that the Authority may be required to respond to from time to time or if required by any Parliamentary reporting requirement.
- 13.11 Each DaaP Contractor shall not and shall procure that its DaaP Sub-contractors and the DaaP Contractor Personnel shall not:
- 13.11.1 do anything which may damage the reputation of any Party or bring any Party into disrepute; or
- 13.11.2 make any press announcements or publicise this Collaboration Agreement or the DaaP Services in any way without the Authority's Approval. Where the DaaP Contractor or a Holding Company is required to make a public announcement by the applicable rules of any regulated securities exchange, it may do so, but shall notify the Authority in writing and in advance of the announcement it intends to release and shall make any reasonable changes requested by the Authority.
- 13.12 The Authority may publicise this Collaboration Agreement in accordance with any legal obligation upon the Authority, including any examination of this Collaboration Agreement by an auditor or otherwise.
- 13.13 The DaaP Contractors acknowledge to the Authority that nothing in this Collaboration Agreement either expressly or by implication constitutes an endorsement of any goods or services of the DaaP Contractors (including the DaaP Services) and the DaaP Contractors agree not to conduct themselves in such a way as to imply or express any such approval or endorsement.
- 13.14 The Parties acknowledge that the content of this Collaboration Agreement is Confidential Information.
- 13.15 Notwithstanding any other term of this Collaboration Agreement, each DaaP Contractor hereby gives its consent for the Authority to publish this Collaboration Agreement in its entirety, including from time to time agreed changes to this Collaboration Agreement, to the general public.
- 13.16 The DaaP Contractors shall assist and cooperate with the Authority to enable the Authority to publish this Collaboration Agreement.

14. **DATA PROTECTION**

- 14.1 The Parties acknowledge and agree that it is not intended that any Party will have to Process Personal Data in the course of carrying out their respective obligations under this Collaboration Agreement.
- 14.2 Notwithstanding Clause 14.1 above and Clause 17 below, insofar as a Party does process Personal Data disclosed by or obtained from another Party in the course of carrying out their respective obligations under this Collaboration Agreement, each Party shall at all times comply with the Data Protection Legislation.
- 14.3 If a Party (the "**first Party**") requires that the other Party Processes Personal Data for which the first Party is a Data Controller, those Parties agree in good faith to execute a separate data processing agreement for that purpose (and such data processing agreement shall comply with the Data Protection Legislation).

15. **FREEDOM OF INFORMATION**

- 15.1 Each DaaP Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Authority to enable it to comply with its information disclosure obligations.
- 15.2 Each DaaP Contractor shall and shall procure that its Sub-contractors and personnel shall treat any request for information that it or they receive in accordance with the provisions of the DaaP Contractor's Bilateral Agreement as it relates to the handling of such requests for information and the FOIA and the Environmental Information Regulations.

16. **GROUP MEMBERS AND SUB-CONTRACTORS**

- 16.1 Each DaaP Contractor shall ensure that its Affiliates and its Sub-contractors act in accordance with the High Level Objectives and Principles. Where appropriate and agreed with the Authority, the DaaP Contractor may invite its Affiliates or its Sub-contractors to participate in the biannual assessment or annual review referred to in Clause 6 (Measuring Performance).
- 16.2 Notwithstanding Clause 16.1, the DaaP Contractor shall remain responsible for all acts and omissions of its Affiliates and Sub-contractors and the acts and omissions of those employed or engaged by the Affiliates or Sub-contractors as if they were its own.
- 16.3 An obligation on the DaaP Contractor to do, or to refrain from doing, any act or thing shall include an obligation upon the DaaP Contractor to procure that it, its Sub-contractors and Affiliates, and its and their employees, officers, and agents also do, or refrain from doing, such act or thing.

17. **COMPLIANCE WITH LAWS**

In carrying out its obligations under this Collaboration Agreement, each Party shall comply with all applicable Law.

18. **SEVERENCE**

If any provision of this Collaboration Agreement (other than Clause 13 (*Confidentiality*)) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remaining provisions hereof, which shall continue in full force and effect as if this Collaboration Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

19. **FURTHER ASSURANCES**

Each Party undertakes at the request of the other to do all acts and execute all documents which may be necessary to give effect to the meaning of this Collaboration Agreement.

20. **ENTIRE AGREEMENT**

- 20.1 This Collaboration Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it, and supersedes, any previous agreement between the Parties in relation to such matters, whether written or oral.
- 20.2 Each of the Parties acknowledges and agrees that in entering into this Collaboration Agreement and the documents referred to herein, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Collaboration Agreement. The only remedy available to the Parties in respect of any such statement, representation, warranty or understanding shall be for breach of contract under the terms of this Collaboration Agreement.
- 20.3 Nothing in this Clause 20 shall operate to exclude any liability for Fraud.

21. **RELATIONSHIP OF THE PARTIES**

- 21.1 Nothing in this Collaboration Agreement or any document referred to in it or any matter or arrangement contemplated by it:
- 21.1.1 constitutes a partnership, association, joint venture, fiduciary relationship or other co-operative entity of any kind between the Parties; or
- 21.1.2 save as expressly agreed in writing, to authorise a Party to as agent for another Party.
- 21.2 Except as expressly provided in this Collaboration Agreement, no Party shall have authority to make representations, act in the name of or on behalf of, or otherwise to bind another Party, and no Party shall purport to do so or hold itself out as capable of doing so.

22. THIRD PARTY RIGHTS

A person who is not a Party to this Collaboration Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Collaboration Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

23. NOTICES

23.1 Except as otherwise expressly provided within this Collaboration Agreement, any notices sent under this Collaboration Agreement must be in writing. For the purpose of this Clause 23, an email is accepted as being "in writing".

23.2 Subject to Clause 23.3, the following table sets out the method by which notices may be served under this Collaboration Agreement and the respective deemed time and proof of service:

Manner of delivery	Deemed time of delivery	Proof of service
Email (Subject to Clauses 23.3 and 23.4)	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message and with an acknowledgment of receipt by the recipient
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day	Properly addressed and delivered as evidenced by signature of a delivery receipt
Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm)	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

23.3 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or Royal Mail Signed For™ 1st Class or other prepaid in the manner set out in the table in Clause 23.2:

23.3.1 any notice or agreement purporting to terminate or suspend any part of this Collaboration Agreement;

23.3.2 any notice in respect of a Party's change of address or email address for notification purposes.

23.4 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 23.3 shall invalidate the service of the related email transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 23.2) or, if earlier, the time of response or acknowledgement by the other Parties to the email attaching the notice.

23.5 For the purposes of this Clause 23, the address and email address of each Party shall be the address and email address set out below, as may be amended from time to time by providing notice to the other Parties in accordance with this Clause 23.

24. **GOVERNING LAW**

This Collaboration Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England.

25. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

EXECUTION

IN WITNESS of which this Collaboration Agreement has been duly executed by the Parties.

Signed duly authorised for and on behalf of **THE SECRETARY OF STATE FOR DEFENCE**:

Signature:
Name:
Position:
Date:

Signed for and on behalf of DaaP Contractor:

Signature:
Name:
Position:
Date:

SCHEDULE 1

PRO-FORMA DEED OF ADHERENCE

THIS DEED OF ADHERENCE is made on [●] 20[●]

BETWEEN:

THE SECRETARY OF STATE FOR DEFENCE (the "**Authority**"); and

[**NAME OF SUPPLIER**] a company registered in [●] under company number [●] whose registered office is at [●] ("**DaaP Contractor**").

1. **BACKGROUND**

- 1.1 On [insert Collaboration Agreement Effective Date], the Authority entered into a multi-party Collaboration Agreement with a number of information and communications technology suppliers (the "**Collaboration Agreement**", as such may be amended from time to time).
- 1.2 The Authority and the DaaP Contractor have agreed that the DaaP Contractor shall become a Party to the Collaboration Agreement as a DaaP Contractor.

2. **ACCESSION**

- 2.1 The Authority agrees that, in entering into this Deed of Adherence, the DaaP Contractor shall become a DaaP Contractor under the Collaboration Agreement in accordance with clause 2.2.1 of that agreement.
- 2.2 The DaaP Contractor agrees that, in entering into this Deed of Adherence, it will have all of the rights and obligations of a DaaP Contractor under the Collaboration Agreement in accordance with clause 2.2.1 of that agreement.

3. **NOTICES**

- 3.1 The postal address and e-mail address designated by the DaaP Contractor for the purposes of Clause 23 (Notices) of the Collaboration Agreement are:

Address:

Email:

Collaboration Sponsor: [name]

Collaboration Manager: [name]

4. **GOVERNING LAW**

- 4.1 This Collaboration Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England.

IN WITNESS of which this Deed of Adherence has been duly executed by the Parties.

SIGNED as a **DEED** by)
THE SECRETARY OF STATE FOR)
DEFENCE acting by [NB: To confirm at)
each accession whether Authority is)
executing as a deed or simple agreement])
in the presence of:)
)

Director

Director/Secretary

SIGNED as a **DEED** by)
[NAME] acting by [two of its)
directors]/[a director and its secretary])
in the presence of:)
)

Director

Director/Secretary

SCHEDULE 2

MEASURING PERFORMANCE

"ONE TEAM" ASSESSMENT CRITERIA

Theme	Beginning/Awareness	Clarifying/Understanding	Defined/Managed	Measured/Developing	Optimised/Excelling
	1. Uncooperative	2. Compliant	3. Co-operative	4. Collaborative	5. Co-creating
Senior Sponsorship & Organisational Commitment	No senior executive support for collaborative working. Collaboration not considered a priority by the organisation.	No senior executive support for collaborative working. Benefits of collaboration recognised by some parts of the organisation.	There is senior executive support for collaborative working but little direct engagement. Beginnings of a collaborative culture are evident. Good collaborative behaviours are recognised but not rewarded.	Senior executive sponsorship of collaboration with benefits understood. Direct senior engagement is limited. Collaborative culture exists but not pervasive across the organisation. Good collaborative behaviours are recognised and rewarded.	Senior executive sponsorship of and engagement with collaborative initiatives. Co-operative working embedded across the business. Good collaborative behaviours are recognised and rewarded.
"One Team" Culture	Siloed working prevails with no efforts made to contribute to success of the "One Team". Focus is solely on own deliverables/objectives irrespective of the actions of others.	Siloed working is still the norm but importance of a "One Team" culture is recognised. Some efforts made to align activities but focus is still wholly on own deliverables/objectives	Good contributions to the success of the "One Team" with efforts made to reduce inefficiencies through alignment of own activities with those of others. Little consideration given to end-to-end service provision.	A "One Team" culture is the norm. Significant effort is made to enable the performance of other parties, with any duplication of effort across the supply-chain reduced where possible. End-to-end service provision given some consideration.	A "One Team" culture prevails. Gaps in end-to-end service provision are proactively identified and managed accordingly. Significant effort is made to enable the performance of other parties, with any duplication of effort across the supply-chain reduced where possible.
Risk and Issue Management	Unilateral ad-hoc Risk and issue management is prevalent but accountability is limited. No early identification of risks.	Some multi-lateral Risk and issue management is carried out but, accountability is limited. No early identification of risks.	Multi-lateral risk and issue management is carried out but accountability is limited. Attempts to be proactive in identifying risks are limited.	Multi-lateral risk and issue management is carried out and accountability is appropriate and clear. Proactive risk identification is evidenced.	Multi-lateral risk and issue management is prevalent and accountability is appropriate & clear. Proactive risk identification is common-place.
Openness and Information Exchange	Information is protected and there is a reluctance to share. When provided it is often late, inaccurate or lacks substance. Commercial confidentiality used as a blanket excuse. Secrecy prevails.	Limited openness and difficulty in sharing ideas and information. Information shared is either late or does not provide the correct level of detail. Trust is difficult to achieve.	Significant openness and sharing of ideas and information. Information usually meets requirements. Trust is satisfactory but limited.	Significant openness and sharing of ideas and information. Information shared is almost always accurate and timely. A high degree of trust exists in most interactions and is readily apparent. Sharing is encouraged.	Parties are open and willingly sharing ideas and information. Accurate information is exchanged freely, with proactive management of barriers, A very high degree of mutual trust is apparent. Best practices shared to the benefit of all parties.
Dependency Management	Little or no identification or management of inter-dependencies. Focus is solely on own responsibilities.	Some contribution to management of inter-dependencies but primary focus remains on own responsibilities.	Good contribution to collaborative management of inter-dependencies. Some effort made to identify and manage emerging dependencies. Some hesitancy in working with others to understand nature of dependencies.	Good contribution to collaborative management of inter-dependencies. Inter-supplier dependencies proactively identified. Will work co-operatively with impacted parties to understand nature of dependencies. Some effort made to enable service integration.	Ongoing contribution to the collaborative management of inter-dependencies. Proactive identification of potential inter-supplier dependencies. Takes lead, encouraging co-operative working with multiple parties to understand nature of dependencies. Significant efforts made to enable seamless service integration.
Relationship and its Development	Relationships are adversarial in nature and purely professional. Relationships often break down under pressure.	Basic working relationship in existence. Relationships are usually friendly but venerable. Efforts only made by one party to develop the other.	Shared values and ways of working are being developed. Relationship improvement activities planned or underway. Relationships can withstand setbacks but not wholly resilient.	Relationships considered essential and networking is actively encouraged. Relationships are highly resilient and can usually withstand pressure. Efforts made by both parties to develop relationships.	Shared values and ways of working are embedded. Relationships are dynamic, highly responsive and resilient. They are strong and withstand pressure. Parties make integrated efforts to develop relationships.
Problem Solving and Dispute Resolution	Problems disguised and blame culture prevails. Existing contract terms are used as an excuse not to participate in problem solving activities. Disputes quickly escalated through formal processes and all third-party disputes are escalated to the Authority.	Focus on problem resolution rather than prevention. Problems are only considered the responsibility of the party that is experiencing it. Majority of disputes escalated through formal processes. All third-party disputes escalated to the Authority	Identifies problems early and communicates appropriately. Siloed working still evident. Some disputes resolved collaboratively without formal escalation. Some third-party disputes escalated to the Authority.	Proactively identifies and suggests solutions to emergent and potential problems – involving multiple parties as necessary. Large number of disputes resolved collaboratively, rather than escalating through formal processes.	Pre-empts and mitigates problems in a joined-up way involving multiple parties as necessary. Almost all disputes resolved collaboratively, only escalating through formal processes in extreme circumstances.
Communications & Engagement	The teams rarely meet, only meeting as a last resort when issues have escalated. No informal communication. Limited attendance at governance forums. Stakeholders are not clear or are not engaged at the right time in the provision of the service.	The teams meet when issues have arisen and attend follow-up meetings until all issues have been resolved. Little informal communication. Attends most governance forums but does not engage willingly. Some stakeholders are clear but, are not engaged at the right time in the provision of the service.	The teams will meet to develop relationships, and discuss any issues. Information communication is valued. Attends governance forums but active participation is limited. Stakeholders are clear but, not all are engaged at the right time in the provision of the service.	The teams meet regularly to discuss future change requirements/impacts, risks, potential efficiencies and any issues. Informal communication is actively encouraged. Actively participates in most governance forums. Stakeholders are clear and are engaged at the right time in the provision of the service.	The teams meet regularly to discuss future change requirements/impacts, risks, potential efficiencies and any issues. This is done in an environment of open communication, trust, honesty, transparent dealings and mutual respect. Informal communication is actively encouraged. Actively participates in governance forums. All stakeholders are clear, and actively engaged at the right time in the provision of the service.

SCHEDULE 3

DEFINITIONS AND INTERPRETATION

PART A

DEFINITIONS

Unless the context otherwise requires the following expressions shall have the meanings set out below.

"Accession Date"	has the meaning given to it in Clause 2.2.1;
"Action Plan"	means a plan described in Clause 6.4.5(B);
"Affiliate"	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of, that body corporate from time to time;
"Annual Review Action Plan"	means a plan described in Clause 6.5.3(C);
"Appropriate Actions"	means to take such actions as a DaaP Contractor acting in a determined, prudent and reasonable manner would take to achieve that result if it were in that DaaP Contractor's own interests to achieve that result, taking into account all relevant circumstances and the cost of taking a particular action;
"Authority Data"	means the data, text, drawings, diagrams, images or sounds (together with any metadata related to or any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media (including documentation), and which are: (a) supplied to a DaaP Contractor by or on behalf of the Authority; or (b) which the DaaP Contractor is required to generate, Process or store pursuant to this Collaboration Agreement; or (c) any Authority Personal Data for which the Authority is the Data Controller;
"Authority"	means the Secretary of State for Defence;
"Authority's Confidential Information"	means all Authority Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Authority, including all IPR, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably to be considered to be confidential in accordance with the Government Security Classifications Policy (available at www.gov.uk/government/publications/government-security-classifications) or its successor(s);
"Bilateral Agreement"	means an agreement between the DaaP Contractor and the Authority in relation to the services provided by that DaaP Contractor in relation to the strategy known as "Defence as a Platform" (or any successor to that strategy);
"Coherence Board"	means the board of that name set out in the governance provisions of each Bilateral Agreement and constituted pursuant to terms of reference set by the Authority;
"Collaboration Agreement"	means the body of this collaboration deed and its schedules, as each may be amended from time to time in accordance with its provisions;
"Collaboration Manager"	means a person so designated in accordance with Clause 8.3;

"Collaboration Sponsor"	means a person so designated in accordance with Clause 8.3;
"Confidential Information"	means the Authority's Confidential Information and the DaaP Contractor Confidential Information;
"Control"	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and " Controls " and " Controlled " shall be interpreted accordingly;
"DaaP Contractor"	has the meaning given to it in the Parties provision to this Collaboration Agreement;
"DaaP Contractor Confidential Information"	means any information, which has been designated as confidential by a DaaP Contractor in writing or that ought reasonably to be considered as confidential information, however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the DaaP Contractor, including IPR and documentation which is proprietary to the DaaP Contractor and its Sub-contractors, together with all information clearly designated as being confidential (whether or not it is marked as "confidential"), but in all cases excluding the Authority's Confidential Information;
"DaaP Services"	means the services provided to the Authority by each of the DaaP Contractors under its respective Bilateral Agreement;
"Data Controller"	has the meaning given to it under the Data Protection Legislation;
"Data Protection Legislation"	means: (a) any legislation in force from time to time in the United Kingdom which implements the European Community's Directive 95/46/EC and Directive 2002/58/EC, including but not limited to the Data Protection Act 1988 and the Privacy and Electronic Communications (EC Directive) Regulations 2003; (b) from 25 May 2018 only, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the " General Data Protection Regulation "); (c) any other legislation in force from time to time in the United Kingdom relating to privacy and/or the processing of Personal Data; and (d) any guidance or statutory codes of practice issued by the Information Commissioner or the European Data Protection Board set up under the General Data Protection Regulation in relation to such legislation;
"Deed of Adherence"	means an agreement between the Authority and a DaaP Contractor in the form set out in Schedule 1 (Pro-Forma Deed of Adherence) to this Collaboration Agreement;
"Defence Service Integration Office" or "DSIO"	means such part(s) of ISS with responsibility for overseeing service integration activities related to the Defence as a Platform ecosystem;
"Disclosing Party"	has the meaning given to it in Clause 13.4;
"Dispute"	means any dispute, difference or question of interpretation arising out of or in connection with this Collaboration Agreement;
"DSIO Collaboration Representative"	means the individual from the ISS DaaP Service Integration Office tasked with representing the DSIO for purposes relating to this Collaboration Agreement;
"Effective Date"	means the date of this Collaboration Agreement as set out at the top of page 1;

"End User"	means an individual who uses a DaaP Service;
"Environmental Information Regulations"	means the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant department of Her Majesty's Government in relation to such regulations;
"Exit Management"	means the activities relating to exit from a Bilateral Agreement, as set out in the relevant Bilateral Agreement;
"Exit Plan"	has the meaning given to it in the relevant Bilateral Agreement;
"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 department of Her Majesty's Government in relation to such legislation;
"Fraud"	means any offence under Law creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this Collaboration Agreement, or defrauding or attempting to defraud or conspiring to defraud the Authority;
"Granting Party"	has the meaning given to it in Clause 11.2;
"High Level Objectives"	means the objectives set out in Clause 4.1;
"ICT"	means information and communications technology;
"Information Commissioner"	means the Regulatory Body with regulatory responsibility for the Data Protection Legislation, the FOIA and the Environmental Information Regulations;
"Intellectual Property Rights" or "IPR"	means: <ul style="list-style-type: none"> (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, service marks, logos, get-up, rights in internet domain names and website addresses and other rights in trade names, registered and unregistered designs, Know-How, trade secrets and other rights in Confidential Information; (b) any registration of and applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and (c) all other rights having equivalent or similar effect in any country or jurisdiction;
"ISS"	means the Authority's information systems and services division or its successor organisation(s);
"Know-How"	means industrial and commercial information and techniques, in each case, in any form, including drawings, formulae, test results, reports, processes, project reports and testing procedures, instruction and training manuals, tables of operating conditions, market forecasts, lists and particulars of customers and suppliers;
"Law"	means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code that has the equivalent of legal effect, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
"Materials"	means any materials independently developed by a Party or on behalf of the Party outside the scope of this Collaboration Agreement and used by the Party as part of its participation in, and performance of its obligations in accordance with, this Collaboration Agreement and includes, in the case of the Authority, the

	Authority Data;
"One Team' Assessment Criteria"	means the criteria set out in Schedule 2 (Measuring Performance);
"Party"	means a party to this Collaboration Agreement as set out in the Parties provision to this Collaboration Agreement;
"Permitted Recipient"	has the meaning given to it in Clause 13.4;
"Personal Data"	has the meaning given to it under the Data Protection Legislation;
"Principles"	means the principles set out in Clause 5.2;
"Process"	has the meaning given to it under the Data Protection Legislation;
"Regulatory Bodies"	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Collaboration Agreement or any other affairs of the Authority and "Regulatory Body" shall be construed accordingly;
"Replacement Body"	means any body which substantially performs any of the functions that previously had been performed by the Authority (including any private body which takes over the procurement function or the management (or service management) of the Authority's ICT services);
"Sub-contract"	means any contract or agreement or proposed contract or agreement between the DaaP Contractor and any third party whereby that third party agrees to provide to the DaaP Contractor the DaaP Services or any part thereof or facilities or services necessary for the provision of the DaaP Services or any part thereof or necessary for the management, direction or control of the DaaP Services or any part thereof;
"Sub-contractor"	means a third party with whom the DaaP Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;
"Transparency Agenda"	means the transparency initiatives of Her Majesty's Government, as overseen by the public sector transparency board (and its successors), from time to time;
"Working Day"	means any day other than a Saturday, Sunday or public holiday in England and Wales, or (in respect of an obligation relating to the matters set out in this Collaboration Agreement or thing that is to be received outside of England and Wales) similar local arrangements.

PART B

INTERPRETATION

The interpretation and construction of this Collaboration Agreement shall at all times be subject to the following provisions:

1. words importing the singular meaning include where the context so admits the plural meaning and vice versa;
2. words importing the masculine include the feminine and the neuter and vice versa;
3. the words "**including**", "**includes**", "**in particular**", "**for example**" or words having a similar effect, shall be construed as illustrative and without limitation to the generality of the related general words;
4. references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted

(whether or not having separate legal personality) and their successors and permitted assigns or transferees;

5. references to a company shall include any company, corporation or any body corporate, wherever incorporated;
6. references to an Act of Parliament, Law, statutory provision or statutory instrument include a reference to that Act of Parliament, Law, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any subordinate legislation or regulations made under it, whether before or after the date of this Collaboration Agreement;
7. reference to a Regulatory Body shall include any successor to that Regulatory Body;
8. references to books, records or other information mean books, records or other information in any form including paper, electronically stored data, magnetic media, film and microfilm;
9. unless otherwise specified in this Collaboration Agreement, if a matter is subject to a Party's consent, the grant of that consent shall be in that Party's sole and absolute discretion;
10. references to the "**Parties**" means the Authority and each DaaP Contractor and their respective successors and permitted assigns. References to a "**third party**" or "**third parties**" shall not include a DaaP Contractor's Affiliates;
11. headings are included in this Collaboration Agreement for ease of reference only and shall not affect the interpretation or construction of this Collaboration Agreement;
12. references to this Collaboration Agreement shall include any recitals, Schedules and appendices to it;
13. references in this Collaboration Agreement to any Clause or Schedule without further designation shall be construed as a reference to the clause or schedule to this Collaboration Agreement so numbered;
14. reference to this Collaboration Agreement or to any other document is a reference to this Collaboration Agreement or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time as permitted by the provisions of this Collaboration Agreement;
15. references in this Collaboration Agreement to any Paragraph without further designation shall be construed as a reference to the paragraph of the relevant Schedule to this Collaboration Agreement so numbered;
16. references to a Clause or Paragraph are a reference to the whole of that clause or paragraph unless stated otherwise; and
17. references to any English legal term shall, in respect of any jurisdiction other than England, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction.