



Single Source
Regulations Office

Website re-design, development and maintenance

Terms and Conditions

Single Source Regulations Office
G51/52, 100 Parliament Street
London SW1A 2BQ
Telephone: 0203 771 4798
Email: alan.brennan@ssro.gov.uk

This **AGREEMENT** is made on the day of 2025

BETWEEN:

- (1) **SINGLE SOURCE REGULATIONS OFFICE** of G51/G52, 100 Parliament Street, London SW1A 2BQ (the “**SSRO**”) of the one part; and
- (2) [] whose registered company number is [] and whose registered address is [] (the “**Supplier**”) of the other part

individually a “**Party**” and together the “**Parties**”.

WHEREAS:

- A. The SSRO has appointed the supplier for the provision of certain website services, more particularly defined in clause 1 and the Specification.
- B. The Parties have entered into this Contract on the terms set out herein.

NOW IT IS HEREBY AGREED as follows:

1. Definitions

- 1.1 In the Contract the following capitalised words shall have the relevant meanings ascribed to them as detailed below (unless the context suggests otherwise):
- (a) “**Associated Company**” means a company which is a Group Undertaking in relation to the Supplier;
 - (b) “**Client Officer**” means such officer of the SSRO representing the SSRO as notified to the Supplier from time to time;
 - (c) “**Commencement Date**” means the date hereof;
 - (d) “**Complaint**” means a complaint made by a Data Subject;
 - (e) “**Conflict of Interest**” means an actual or potential conflict between the interests of the SSRO and the interests of the Supplier or any other third party;
 - (f) “**Contract**” means this agreement, together with its schedules and any Orders, under which the Supplier will deliver the Services to the SSRO;
 - (g) “**Contract Price**” means the price for delivering the Services as set out in the Pricing Schedule, and the price of any Optional Services included in an Order;
 - (h) “**Core Services**” means all those services described in the Specification, but excluding the Optional Services;
 - (i) “**Data Controller**” takes the meaning given in the UK GDPR;
 - (j) “**Data Loss Event**” means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
 - (k) “**Data Processor**” takes the meaning given in the UK GDPR;

- (l) **"Data Sub-processor"** means any third-party data processor engaged by a Data Processor who has or will have access to or process Personal Data from a Data Controller;
- (m) **"Data Subject"** takes the meaning given in the UK GDPR;
- (n) **"Data Subject Request"** means a request by, or on behalf of, a Data Subject in accordance with rights granted pursuant to Data Protection Legislation to access their Personal Data;
- (o) **"Data Protection Impact Assessment"** means an assessment by the Data Controller carried out in accordance with section 3 of the UK GDPR and sections 64 and 65 of the Data Protection Act 2018;
- (p) **"Data Protection Legislation"** means (i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the DPA 2018 to the extent that it relates to the processing of personal data and privacy; and (ii) to the extent that it may be applicable, the EU GDPR. The UK GDPR and EU GDPR are defined in section 3 of the Data Protection Act 2018;
- (q) **"Data Protection Officer"** takes the meaning given in the UK GDPR;
- (r) **"Deliverable"** means any product, tangible or intangible, resulting from the performance of the Services;
- (s) **"Defence Contractor"** means an organisation which has entered into a Qualifying Defence Contract (as defined in the Defence Reform Act 2014) with the Secretary of State for Defence;
- (t) **"DPA 2018"** means the Data Protection Act 2018;
- (u) **"Employee"** shall include any person who is an employee, officer, agent, consultant, contractor or director of the Supplier or a partner in the Supplier, or who occupies the position of a director of the Supplier, by whatever title given;
- (v) **"Group Undertaking"** has the meaning given by section 1161 of the Companies Act 2006;
- (w) **"Information"** means information or data recorded in any form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract, including information provided in the tender or negotiations which preceded the award of the Contract;
- (x) **"Intellectual Property Rights"** means any patent, patent application, know how, trade mark or name, service mark, design right, registered design, copyright, moral right, rights in commercial or technical information or any other intellectual property rights, whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect anywhere in the world;
- (y) **"International Organisation"** means an organisation and its subordinate bodies governed by public international law, or any other body which is set up by, or on the basis of, an agreement between two or more countries;
- (z) **"Joint Controllers"** takes the meaning given in Article 26 of the UK GDPR;

- (aa) “**Law**” means any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, byelaw, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements with which the Supplier is bound;
- (bb) “**Law Enforcement Processing**” means processing under Part 3 of the DPA 2018;
- (cc) “**Optional Services**” means provision of the Services relating to the Core Services, which the SSRO may from time to time during the Contract Period require the Supplier to deliver in accordance with clause 5;
- (dd) “**Order**” means an agreement for the provision of Optional Services which has been entered into in accordance with the procedure in clause 5;
- (ee) “**Order Form**” means the template order form appended to the Contract at Schedule 6 through which the SSRO may place an Order for Optional Services with the Supplier from time to time during the Contract Period;
- (ff) “**Personal Data**” takes the meaning given in the UK GDPR;
- (gg) “**Personal Data Breach**” takes the meaning given in the UK GDPR;
- (hh) “**Phase 1 Services**” means those Services so identified in section 8 of the Specification;
- (ii) “**Phase 2 Services**” means those Services so identified in section 8 of the Specification;
- (jj) “**Phase 2 Service Commencement Date**” means 1 April 2025 (or such earlier date as notified to the Supplier by the SSRO in writing);
- (kk) “**Phase 3 Services**” means those Services so identified in section 8 of the Specification;
- (ll) “**Phase 3 Service Commencement Date**” means the date the SSRO notifies the Supplier in writing that the Phase 2 Services have been completed;
- (mm) “**Pricing Schedule**” means the document contained in the Supplier’s Proposal;
- (nn) “**Protective Measures**” means appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation and this Contract, which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.
- (oo) “**Security Conditions**” means all the requirements of Schedule 1 to the Contract;
- (pp) “**Security Policy Framework**” means the HMG Security Policy Framework relating to the Government Security Classification policy as published by the Cabinet Office;
- (qq) “**Services**” means the requirements of the Specification which the Supplier is required to provide, together with such Optional Services as the Supplier is required to provide pursuant to an Order;

- (rr) **“Specification”** means the document appended at Schedule 4 which describes the Services to be delivered and particularises the Contract Price;
- (ss) **“Stage”** means a defined section of the Services as set out, if relevant, in the Specification;
- (tt) **“Supplier’s Confidential Information”** means the Information belonging to the Supplier in respect of which one of the following is satisfied:
- Disclosure of the Information would, or would be likely to, prejudice the commercial interests of any person (including one of the Parties) and the public interest in maintaining non-disclosure would outweigh the public interest in disclosure; or
 - Disclosure of the Information would constitute a breach of confidence actionable by either Party or a third party;
- (uu) **“Supplier’s Manager”** means the Employee of the Supplier with principal responsibility for providing the Services;
- (vv) **“Supplier’s Proposal”** means the Contractors proposal and methodology for carrying out the Services as attached at Schedule 5;
- (ww) **“UK GDPR”** means the UK General Data Protection Regulation;
- (xx) **“Working Day”** means any day other than a Saturday, Sunday or public holiday in England and Wales.

1.2 In these terms and conditions:

- (a) a reference to a person includes a natural person and anybody or organisation with a separate legal personality;
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a regulation, regulatory provision, statute, or statutory provision is a reference to such statute or provision as amended, replaced, or re-enacted and includes a subordinate instrument or provision of such instrument as amended, replaced, or re-enacted.
- (d) a reference to a policy or guidance document is a reference to a policy or guidance document as amended or replaced.

2. Contract Period

- 2.1 The Contract shall commence on the Commencement Date and expire 12 months following the Phase 3 Service Commencement Date (the “Contract Period”), unless extended in accordance with clause 2.2 or terminated earlier in accordance with clause 2.3 or any other provision of the Contract, or by operation of statute or common law.
- 2.2 The SSRO may, at its sole discretion, extend the Contract Period by up to 12 months by giving at least one month’s prior written notice to the Supplier.
- 2.3 The SSRO may, at its sole discretion and without liability, terminate the Contract on completion of the Phase 2 Services by giving written notice to the Supplier.

3. SSRO's obligations

- 3.1 In accordance with clause 6, the SSRO shall pay to the Supplier such part of the Contract Price as relates to the Services carried out, subject to the Supplier complying with its obligations under the Contract.
- 3.2 The SSRO shall provide the Supplier with such information and instructions as the Supplier reasonably requires for the purposes of providing the Services.

4. Supplier's Obligations

- 4.1 The Supplier shall, in accordance with the Supplier's Proposal:
 - (a) provide the Phase 1 Services from the Commencement Date and complete the Phase 1 Services prior to the Phase 2 Service Commencement Date;
 - (b) provide the Phase 2 Services from the Phase 2 Service Commencement Date (and the Phase 2 Services shall be complete upon the SSRO giving written notice to the Supplier that those services have been delivered to its satisfaction);
 - (c) subject to clause 2.3, provide the Phase 3 Services from the Phase 3 Service Commencement Date and for the remainder of the Contract Period; and
 - (d) provide any Optional Services as specified in an Order;and in so doing shall meet any performance dates and other reasonable requirements for the Services as stated in the Specification or otherwise notified by the SSRO to the Supplier.
- 4.2 In providing the Services, the Supplier shall:
 - (a) co-operate with the SSRO in all matters relating to the Services and comply with the SSRO's instructions;
 - (b) perform the Services with reasonable care, skill and diligence and in accordance with best practice in the Supplier's industry, profession, or trade;
 - (c) allocate suitably skilled and experienced employees in sufficient number to discharge the Supplier's obligations under the Contract;
 - (d) ensure that the Services conform with the Specification and the SSRO's instructions and that the Deliverables are fit for any purpose expressly or impliedly made known to the Supplier by the SSRO;
 - (e) provide all equipment, tools and other items required to provide the Services, save as otherwise agreed in writing with the SSRO;
 - (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the SSRO will be free for defects in workmanship, installation and design;
 - (g) maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services and allow the SSRO to inspect such records at reasonable times on request;
 - (h) obtain and at all times maintain all necessary licences and consents; and

- (i) comply with all applicable laws, enactments, orders, regulations and other similar instruments as amended from time to time.

4.3 The Supplier warrants and represents that:

- (a) it has full capacity and authority and all necessary consents to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Supplier; and
- (b) it owns, has obtained or shall obtain valid licences for all Intellectual Property Rights that are necessary for the performance of the Contract.

4.4 The Supplier agrees that any breach of clauses 4.2 and 4.3 shall be remedied as a matter of urgency at no additional cost to the SSRO.

4.5 The Supplier shall attend review meetings and submit performance reports on the dates, times and in the form specified in the Specification, or as otherwise reasonably required by the SSRO.

4.6 The Supplier shall make adjustments to the Services in response to any reasonable request from the SSRO.

4.7 The Supplier shall notify the SSRO as soon as it becomes aware of an event occurring or which it believes is likely to occur which will cause material delay to or materially impede the performance of the Services or any part thereof and the Supplier shall take all necessary steps consistent with good practice to minimise the delay to the SSRO.

4.8 In the event that the Supplier fails due to its default to fulfil an obligation by a date specified in the Contract (or such incidental documents created during the Contract Period, including but not exclusively Court Orders) for such fulfilment, the Supplier shall, at the request of the SSRO and without prejudice to the SSRO's other rights and remedies under the Contract, arrange all such additional resources as are necessary to fulfil the said obligation as early as practicable thereafter and at no additional charge to the SSRO.

4.9 If any obligation of the Supplier specified in the Contract is delayed as a result of a default by the SSRO, then:

- (a) both parties shall use all reasonable endeavours to mitigate the impact of such delay and to recover any resultant delay to the performance of the Services; and
- (b) if there is a resultant delay, the date associated with the relevant obligation as specified in the Contract (and the dates similarly associated with any subsequent obligations specified in the Contract) shall be amended by a period of time equal to the period of delay resulting from such SSRO's default (or such other period as the parties may agree in writing).

4.10 The Supplier shall not instruct, or cause to be instructed, any third party or otherwise incur liabilities in the name of the SSRO without the prior written consent of the Client Officer.

4.11 The Supplier accepts that the SSRO shall have the right after consultation with the Supplier to require the removal of any person from involvement in the performance of the Services if in the SSRO's reasonable opinion the performance or conduct of such person is or has been unsatisfactory or if it shall not be in the public interest for the person to work on the Contract.

4.12 The Supplier shall provide the Services and comply with the terms of the Contract in such a way so as not to cause any undue injury or damage to the image or reputation of the SSRO.

4.13 It is a condition of this contract that:

(a) the Supplier shall hold and maintain ISO27001:2013 (or equivalent) accreditation for the Contract Period; and

(b) the Supplier shall hold Cyber Essentials Plus accreditation from the Commencement Date and maintain this accreditation for the Contract Period

and a breach of this clause 4.13 shall entitle the SSRO to terminate this contract in accordance with clause 14.1(c).

5. Optional Services

5.1 The SSRO may, from time to time during the Contract Period, place an order with the Supplier to require it to provide Optional Services.

5.2 The SSRO does not guarantee any minimum volume or level of Optional Services and any requirement for the Supplier to deliver Optional Services shall be at the SSRO's sole discretion.

5.3 When it becomes apparent to the SSRO that it may require the Supplier to provide Optional Services, it shall raise the matter with the Supplier, and in doing so the SSRO shall provide sufficient information for the Supplier to confirm whether they can deliver those Optional Services, how they will be delivered, over what timeframe, and the total charge.

5.4 Any binding agreement as to the Optional Services shall only come into existence upon the SSRO placing an Order with the Supplier by providing the Supplier with an Order Form that describes the Optional Services and by the Parties duly executing the Order Form. Any Optional Services carried out by the Supplier that are not included in a duly executed Order Form do not form part of an Order and shall not be chargeable by the Supplier.

6. Charges and Payment

6.1 The Contract Price shall be the full and exclusive remuneration of the Supplier for delivery of the Services, save for any disbursements the SSRO agrees to pay under clause 7.

6.2 The Supplier must submit invoices for payment, which must be valid for VAT purposes. The SSRO will pay the Supplier such VAT as is chargeable on the delivery and supply of the Services.

6.3 Invoices shall be submitted:

(i) in respect of the Phase 1 Services, within 30 days of completion of those services;

(ii) in respect of the Phase 2 Services, within 30 days of completion of those services;

(iii) in respect of the Phase 3 Services, no more frequently than on a monthly basis from the Phase 3 Service Commencement Date; and

(iv) in respect of any Optional Services, within 30 days of the completion of the work contained in each order for Optional Services (or as otherwise agreed in writing between the Parties).

- 6.4 Attached to the invoice shall be a detailed bill of costs in respect of each matter worked on to include, at least, the following information:
- (a) for all cases or matters:
 - (i) matter name;
 - (ii) SSRO Officer's name;
 - (iii) purchase order number provided by the SSRO; and
 - (iv) type of activity,
 - (b) for hourly or daily paid or capped fee cases or matters:
 - (i) hourly or daily charge out rate or unit price apportionment;
 - (ii) detailed breakdown of time spent per activity, per day and per fee earner; and
 - (iii) running total of fees accrued to date on each matter included in that bill, and
 - (c) for fixed fee matters: full details of the matter and the fee charged, and
 - (d) a breakdown of any disbursements which the SSRO has agreed to pay.
- 6.5 The Supplier shall not charge the SSRO for time spent on administration associated with preparing to carry out the Services, preparing invoices, managing or training staff, or on administrative or secretarial work.
- 6.6 The SSRO shall pay undisputed sums to the Supplier within 30 days of receipt of a valid invoice.

7. Disbursements

- 7.1 The Supplier shall not incur any disbursements chargeable to the SSRO in carrying out the Services (unless expressly stated in the Specification) without the prior written agreement of the SSRO. The SSRO will reimburse the Supplier for disbursements which it has agreed in writing to pay, but otherwise Contract Price shall be deemed to include all fees, charges, disbursements, costs, expenses and other associated expenditure incurred in providing the Services.

8. Third Party disclaimer and records

- 8.1 Neither the Deliverables nor any of the Services provided pursuant to the Contract are intended, either expressly or by implication, to confer any benefit on any third party and the Supplier's liability to any third party is expressly disclaimed. Any third party that has access to and seeks to rely upon the Deliverables does so at their own risk and without recourse to the Supplier, save where it is expressly agreed in advance that they may rely on the Deliverables or Services.
- 8.2 The Supplier shall keep and maintain until twelve months after the Contract Period, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including:
- a) the Services provided under it;
 - b) all expenditure reimbursed by the SSRO; and

c) all payments made by the SSRO.

8.3 The Supplier shall on request afford the SSRO or the SSRO's representatives such access to the records referred to in clause 8.2 as may reasonably be required in connection with this Contract.

9. Performance Review

9.1 At regular intervals throughout the Contract Period, as reasonably determined by the SSRO, the SSRO and the Supplier shall meet to discuss and review the performance of the Contract.

10. Meetings

10.1 The Supplier will attend such meetings as are set out in the Specification.

10.2 All the Supplier's costs and expenses associated with attendance at meetings in performing work under the Contract shall be deemed to be included in the Contract Price.

11. Stages and Performance

11.1 Upon completion of the Services, or at the end of any Stage (where applicable) the Supplier shall notify the SSRO that the Services or as the case may be the relevant Stage is complete.

11.2 Upon notification in accordance with clause 11.1, or at any other time during the Contract Period, the SSRO may review the performance of the relevant Services.

11.3 Notwithstanding any other legal right of the SSRO (either as stated in the Contract or under the law as specified in clause 28 of the Contract), where a review of the Services identifies that any part of the Services has not been provided in accordance with the Contract, then the SSRO may require either:

(a) the Supplier to re-perform such Services until the relevant part of the Services have been completed in accordance with the Contract entirely at the Supplier's risk and expense; or

(b) a reduction in any sum owing to the Supplier in such amount as is proportionate to the level which the performed Services failed to meet the requirements of the Contract.

11.4 Where re-performance is required of part or all of the Services, the SSRO shall:

(a) set a reasonable timescale for the re-performance; and

(b) review the re-performed Services and clause 11 shall apply.

12. Intellectual Property Rights

12.1 All intellectual property rights vesting in the Supplier or the SSRO (as the case may be) at the Commencement Date shall remain vested in that party notwithstanding the terms of this Contract. The SSRO will own the intellectual property rights in the final version of the Deliverables, however the intellectual property rights in any materials created by or licensed to the Supplier outside of the performance of the Services or development or enhancement of Supplier's existing intellectual properties during provision of the Services, shall be owned by the Supplier (or by its licensors) and the SSRO will have a non-exclusive, not-transferable licence to use the same for the purposes for which the Deliverables were provided. The Supplier shall seek the consent of the SSRO to use any intellectual property

in the Deliverables that is owned by the SSRO, which consent shall not be unreasonably withheld.

13. Use of SSRO Facilities

- 13.1 Where the Supplier is required to enter onto premises owned or operated by the SSRO or a third party, for the purposes of delivering the Services, the Supplier shall abide by all reasonable instructions of the person or persons in charge of such premises, including in relation to health and safety.
- 13.2 Such instructions referred to in clause 13.1 may include (but not exclusively):
- (a) wearing identification badges;
 - (b) exclusion from restricted areas; and
 - (c) compliance with emergency evacuation procedures.
- 13.3 Notwithstanding the provisions of this clause, the Supplier is responsible for the health and safety of its own staff whilst the staff are present at such premises.

14. Termination

- 14.1 The SSRO may terminate the Contract forthwith without liability by notice in writing given to the Supplier in the event that:
- (a) the Supplier commits a material or persistent breach of the Contract and, in respect to a non-material breach, fails to remedy the breach within seven days of receipt of notice in writing of the breach;
 - (b) where the Supplier is in breach of clause 4.13 (ICT accreditations);
 - (c) the Supplier suspends or threatens to suspend, or ceases or threatens to cease, all or a substantial part of the Supplier's business;
 - (d) the Supplier (or a partner of the Supplier) suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed by legislation to be unable to pay its debts or as having no reasonable prospect of doing so;
 - (e) the Supplier is bankrupt or the subject of a bankruptcy petition;
 - (f) the Supplier enters into negotiations for, or makes, a voluntary agreement with its creditors to compromise, reschedule or arrange repayment of outstanding sums;
 - (g) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier;
 - (h) an administrator and or administrative receiver is appointed to manage the affairs of the Supplier, or an application is made to a court for the same;
 - (i) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
 - (j) a creditor or other entitled person attaches or takes possession of the whole or any part of the Supplier's assets, or a distress, execution, sequestration or other such

process is levied, enforced or sued against the Supplier's assets and such process is not discharged within 14 days;

- (k) any event occurs, or proceeding is taken with respect to the Supplier in any jurisdiction that has an effect equivalent or similar to clause 14.1(d) to 14.1(j);
- (l) the Supplier's business is taken over in whole or in part either by sale of a controlling interest in the share capital of the Supplier or by a sale of the assets relevant to the part of the Supplier's business that is performing the Contract;
- (m) the Supplier dies or, by reason of illness or incapacity, is incapable of managing the Supplier's affairs for a period of time; or
- (n) any declarations or representations made by the Supplier are found to be incorrect, false or misleading.

14.2 For the avoidance of doubt the allowance by the Supplier of the actions detailed in clauses 14.1(b) to 14.1(n) constitute a material breach of the Contract.

14.3 The right for the SSRO to terminate the Contract pursuant to this clause 14 shall be without prejudice to any other right to terminate expressly referred to elsewhere in this Contract.

15. Liability and insurance

15.1 Neither Party shall be liable to the other Party for any:

- (a) indirect, special or consequential loss;
- (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

15.2 The Supplier's aggregate liability to the SSRO of whatever nature, whether in contract, tort or otherwise, for any loss whatsoever and howsoever caused by or arising under the Contract, shall not exceed the amount in respect of which the Supplier is required to hold in professional indemnity insurance cover described in clause 15.5(iii).

15.3 For all services where any loss is suffered by the SSRO for which the Supplier would otherwise be jointly and severally liable with any third parties, the extent to which such loss shall be recoverable by the SSRO from the Supplier, as opposed to the third party, shall be limited so as to be in proportion to the Supplier's contribution to the overall fault for such damage or loss, as agreed between the parties, or in the absence of agreement, as finally determined by an English Court (ignoring for these purposes the ability of the third party to pay or any limitation of liability that the SSRO might have agreed with such third party).

15.4 Nothing in this Contract shall exclude or restrict the liability of any person for that person's fraud or dishonesty or purport to exclude or restrict a liability which cannot be excluded or restricted by law.

15.5 Throughout the Contract Period and for two years afterwards the Supplier shall take out and maintain with a reputable insurance company on generally available commercially acceptable terms:

- i. public liability insurance with a minimum cover of five million pounds for each and every claim or series of claims arising out of one event; and
- ii. employer's liability insurance with a minimum cover of five million pounds for each and every claim or series of claims arising out of one event.

- iii. professional indemnity insurance with a minimum cover of five hundred thousand pounds for each and every claim or series of claims arising out of one event.

15.6 From time to time when reasonably requested by the SSRO the Supplier shall send to the SSRO proof of payment of the premiums in respect of the insurance and a copy of the policy schedule and any other reasonable information for the SSRO to satisfy itself that the insurances referred to in clause 15.5 are in effect.

16. Transfer and Sub-Contracting

- 16.1 The SSRO may assign, novate, or sub-contract the whole or any part of the Contract to anybody which performs functions previously performed by the SSRO upon giving written notice to the Supplier.
- 16.2 The Supplier shall not assign or sub-contract the whole or any part of the Contract or the Services without the prior written consent of the SSRO, which consent shall not be unreasonably withheld or delayed but may be given subject to such conditions as the SSRO in its sole discretion may consider reasonable or necessary to protect the interests of the SSRO (and in any event shall include the provision of evidence to show that the proposed Sub-Contractor has satisfied the requirements of clause 4.13).
- 16.3 The Supplier shall submit any request for the SSRO's consent to sub-contract in writing to the Client Officer and shall provide:
- (a) the name of the proposed sub-contractor;
 - (b) a statement of the work to be carried out;
 - (c) a statement of whether the sub-contractor is located in another country; and
 - (d) any other details known to the Supplier which the SSRO shall reasonably require.
- 16.4 Where the Supplier assigns or sub-contracts the whole or any part of the Contract without the consent referred to in clause 16.2 (without limitation whether or not due to company take-over by asset or share sale) the SSRO may terminate the Contract forthwith.
- 16.5 If consent is granted by the SSRO for the Supplier to sub-contract, any services, goods, or other supplies or works will remain the responsibility of the Supplier.
- 16.6 Notwithstanding any sub-contract permitted under this clause, the Supplier shall remain responsible for providing the Services as if there had been no sub-contract and shall be responsible for the acts, defaults or neglect of any sub-contractor, their employees or agents in all respect as if they were the acts, defaults or neglect of the Supplier.
- 16.7 If so, required by the SSRO any sub-contract shall be subject to the provision of collateral warranties, the form of which shall be subject to approval by the Client Officer.
- 16.8 The Supplier undertakes to procure and agrees that it shall be a term of any sub-contract to which clause 16.7 refers that:
- (a) the employment of the sub-contractor under the sub-contract shall terminate immediately upon the termination of (for whatsoever reason) the Contract; and
 - (b) the sub-contractor's services are being provided for the benefit of the SSRO and accordingly, unless the sub-contractor shall have provided a warranty to the SSRO in a form approved by the Client Officer, the SSRO shall be entitled to enforce the terms

of the subcontract against the sub-contractor pursuant to section 1 of the Contracts (Rights of Third Parties) Act 1999.

17. Force Majeure

- 17.1 Neither Party shall be liable to the other Party for any failure to perform its obligations under the Contract where such failure to perform is due to circumstances beyond the reasonable control of the Party who has failed to perform.
- 17.2 Where the Supplier seeks to rely on clause 17.1 the SSRO shall not be liable to pay for the Services for the period during which the Supplier is seeking to rely on clause 17.1.
- 17.3 If the period of delay or non-performance continues for a period of 12 weeks, the Party who has not failed to perform its obligations may terminate this Contract by giving 30 days' written notice to the Party who has failed to perform its obligations.

18. Health and Safety

- 18.1 The Supplier shall ensure that its personnel and any sub-contractor and any other person acting on behalf of the Supplier complies with all legislation and governmental guidance (including in respect of Coronavirus (COVID-19)) in relation to the safety and health of its employees, of sub-contractors, of any other persons in or near the place where the Services are to be performed.
- 18.2 Notwithstanding the generality of clause 18.1 the Supplier shall comply with:
 - (a) all legislation relating to health and safety at work;
 - (b) all specific requirements relating to health and safety contained in the Contract; and
 - (c) any reasonable instructions the SSRO may give to the Supplier in relation to health and safety.

19. Freedom of Information

- 19.1 The Supplier agrees to use all reasonable endeavours, at the Supplier's expense, to assist the SSRO to comply with its legal obligations to disclose information, including under the Freedom of Information Act 2000 and the DPA 2018.
- 19.2 The Supplier acknowledges that the SSRO may be obliged by law to disclose Information, either:
 - (a) without consulting the Supplier; or
 - (b) contrary to the views of the Supplier.
- 19.3 The Supplier acknowledges that Confidential Information is indicative only and that the SSRO may be obliged by law to disclose Confidential Information.

20. Confidentiality

- 20.1 Subject to paragraphs 20.5 to 20.6 the Supplier shall:
 - (a) treat in confidence all Information it receives from the SSRO;
 - (b) not disclose any of that Information to any third party without the prior written consent of the SSRO, which consent shall not unreasonably be withheld;

(c) shall not use any of that Information otherwise than for the purpose of this Contract;
and

(d) shall not copy any of that Information except to the extent necessary for the purpose
of exercising its rights of use and disclosure under this Contract.

20.2 The Supplier shall take all reasonable precautions necessary to ensure that all Information disclosed to the Supplier by or on behalf of the SSRO under or in connection with this Contract:

(a) is disclosed to its employees and sub-contractors, only to the extent necessary for the performance of this Contract; and

(b) is treated in confidence by them and not disclosed except with prior written consent or used otherwise than for the purpose of performing work or having work performed for the SSRO under this Contract or any Sub-Contract under it.

20.3 Subject to paragraphs 20.5 to 20.7, the SSRO shall:

(a) treat all Supplier's Confidential Information as confidential and safeguard it accordingly;

(b) not disclose any Supplier's Confidential Information without the prior written consent of the Supplier; and

(c) not use any Supplier's Confidential Information otherwise than for the purpose of or in connection with the Contract.

20.4 Each Party shall ensure that its employees are aware of the arrangements for discharging the obligations at paragraphs 20.1 to 20.3, as applicable, in relation to their receipt and use of Information and take such steps as may be reasonably practical to enforce such arrangements.

20.5 Paragraphs 20.1 to 20.4 inclusive shall not apply to any Information to the extent that either Party:

(a) has the right to use or disclose the Information in accordance with other provisions of this Contract; or

(b) can show:

(i) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of this Contract or any other agreement between the Parties;

(ii) that the Information was already known to it (without restrictions on disclosure or use) prior to it receiving it under or in connection with this Contract;

(iii) that the Information was received without restriction on further disclosure from a third party who lawfully acquired it and who is itself under no obligation restricting its disclosure; or

(iv) from its records that the same information was derived independently of that received under or in connection with this Contract,

provided no other Information is revealed.

- 20.6 Neither Party shall be in breach of paragraphs 20.1 to 20.4 where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, regulatory, professional body, judicial or parliamentary obligation or was made to professional advisers and insurers insofar as such disclosure is required to protect the professional position of the Party. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and required to respect the confidentiality of the Information. Such disclosure shall in no way diminish the obligations of the Parties under paragraphs 20.1 to 20.4.
- 20.7 The SSRO shall not be in breach of this Contract where it can show that any disclosure of Information is made solely and to the extent necessary to comply with a legal requirement, including the Freedom of Information Act 2000 (the 'FOIA') and the Environmental Information Regulations 2004 (the 'EIR'). The SSRO may in its discretion consult the Supplier where the SSRO is considering the disclosure of Information under the FOIA or the EIR. The Supplier acknowledges and accepts that any representations on disclosure made during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the FOIA or the EIR is a matter in which the SSRO shall exercise its own discretion, subject always to the provisions of the FOIA or the EIR.

21. Publicity

- 21.1 The Supplier shall not and shall procure that any member of the Supplier's employees, agents and or sub-contractors shall not, communicate with, or provide information to any representatives of the press, television, radio or other media on any matter concerning or arising out of the Contract without the prior written approval of the SSRO.
- 21.2 Prior to giving its consent referred to in clause 21.1 the SSRO reserves the right to include material into the release to represent the SSRO's views.
- 21.3 In any event the Supplier shall not publish any release to the media which is detrimental to the SSRO's reputation.
- 21.4 Either Party may make a public statement or announcement concerning the completion of the Contract if required by law.
- 21.5 Subject to clause 20, the SSRO reserves the right to publish or disseminate information about the Contract as it may deem appropriate from time to time in order to raise the profile and awareness surrounding the Contract.

22. Data Protection

- 22.1 The Supplier shall comply with SCHEDULE 3 – Data Protection, which sets out the requirements for data protection.

23. Not used

24. Fraud

- 24.1 The Supplier will use all reasonable endeavours and have reasonable business structures in place to safeguard against fraud and misapplication of funds in connection with this or any other agreement with the SSRO.
- 24.2 The Supplier will notify the SSRO immediately on discovering any instance of suspected fraud or financial irregularity in connection with the performance of the Contract.

- 24.3 If, in the reasonable opinion of the SSRO, the Supplier or any of its employees, officers, sub-contractors or agents has committed or is committing fraud or is otherwise bringing the SSRO into disrepute, the SSRO shall give notice of its intention to terminate the Contract in writing. The Supplier shall have 14 days to respond in writing. If the Supplier either fails to respond within the 14 days or cannot reasonably substantiate what appears to be fraudulent or irregular financial activity, then the SSRO may terminate the Contract forthwith.

25. Prevention of Bribery and Corruption

- 25.1 The SSRO shall be entitled in any of the circumstances set out in clauses 25.2 to 25.5 below to terminate the Contract forthwith and recover from the Supplier the amount of any loss resulting from such termination and damage to the SSRO's reputation.
- 25.2 The first set of circumstances are where the Supplier has:
- (a) offered or given a financial or other advantage to any person as an inducement or reward to them to perform improperly a public function or business activity or knowing or believing the acceptance in itself would constitute improper performance; or
 - (b) requested or accepted an advantage or reward:
 - (i) intending personally or through another to perform improperly a public function or business activity;
 - (ii) when the request or acceptance would constitute improper performance of a public function or business activity; or
 - (iii) showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the SSRO; or
 - (c) improperly performed such a function or activity in anticipation of receiving such an advantage.
- 25.3 The second set of circumstances are where the acts referred to in clauses 25.2(a) to 25.2(c) have been done by any person employed by the Supplier or acting on the Supplier's behalf (whether or not the acts were performed with or without the knowledge of the Supplier).
- 25.4 The third set of circumstances are where an associated person (including an employee, agent or subsidiary providing services for the organisation) bribes another person:
- (a) to obtain or retain business for the organisation; or
 - (b) to obtain or retain an advantage in the conduct of business for the organisation.
- 25.5 The fourth set of circumstances are where in relation to the Contract or any other agreement with the SSRO the Supplier shall have, or any person employed by it or acting on its behalf shall have committed any offence under the Bribery Act 2010.

26. Third Party Rights

- 26.1 The SSRO will not bring any claim in respect of any loss against any Employees save in so far as that claim arises out of the fraud of that person. This will not limit or exclude the liability of the Supplier for the acts or omissions of the Employees. Save for this provision, nothing in the Contract shall entitle any person who is not a party to the Contract to enforce any rights

or obligations under the Contract in reliance on the Contracts (Rights of Third Parties) Act 1999.

27. Equality and Diversity

- 27.1 The Supplier shall ensure that it complies with all applicable statutory obligations arising under the Equality Act 2010, including without limitation those concerning non-discrimination in relation to:
- (a) the running of the Supplier's business; and
 - (b) the performance of the Contract.
- 27.2 Without prejudice to the generality of the foregoing, the Supplier will comply with the Equality Act 2010, the Human Rights Act 1998 and all other anti-discrimination legislation from time to time in force including all relevant regulations and statutory codes of practice.
- 27.3 The Supplier shall comply with any request for information by the SSRO in order that the SSRO is able to discharge its obligations under the Equality Act 2010, the Human Rights Act 1998 and all other anti-discrimination legislation.

28. Law and Jurisdiction

- 28.1 The Contract shall be subject to the laws of England and Wales and both parties submit to the exclusive jurisdiction of the English courts.

29. Waiver and cumulative remedies

- 29.1 A waiver of any right under the Contract is only effective if it is in writing.
- 29.2 The failure or delay by the SSRO to exercise any rights or remedies under the Contract shall not be deemed to be a waiver of any right of the SSRO under the Contract.
- 29.3 Where the SSRO has expressly waived its rights under the Contract in respect of any occurrence such waiver shall not be deemed to be effective in respect of any subsequent occurrence.

30. Conflict of Interest

- 30.1 The Supplier acknowledges that the avoidance of conflicts of interest is critical to the SSRO.
- 30.2 During the Contract Period the Supplier shall at all times act in the best interests of the SSRO and shall at no time subordinate or otherwise undermine the SSRO's interests to the advantage of its own interests or those of any third party.
- 30.3 For the avoidance of doubt, the Parties acknowledge and agree that it would constitute a Conflict of Interest for the Supplier (or an Associated Company) to be, or propose to be, a Defence Contractor, or for the Supplier (or its employees or agents) to have, or to propose to have, business, professional, personal, or other interests with a Defence Contractor or the Ministry of Defence.
- 30.4 The Supplier shall immediately notify the Client Officer upon becoming aware of a Conflict of Interest and shall provide written notice to the SSRO within one Working Day of becoming aware of the Conflict of Interest.

- 30.5 A notification given under clause 30.4 must contain, as a minimum, the following information:
- i. the identity of the third party, including any individuals (to the extent permitted by law);
 - ii. the nature of the relationship;
 - iii. any representations made by the Supplier or the third party; and
 - iv. a detailed account of how the Supplier proposes to mitigate the risk and impact of the Conflict of Interest on the SSRO.
- 30.6 The Supplier shall take all necessary measures to remove or avoid any Conflict of Interest. The Supplier shall provide evidence to the SSRO to demonstrate the measures that it has taken and shall comply with any request for information by the SSRO in relation to a notified Conflict of Interest.
- 30.7 The SSRO shall determine whether any Conflict of Interest (including without limitation those notified to it under clause 30.4) prevents the Supplier from acting for the SSRO.
- 30.8 The SSRO may, at its sole discretion, terminate the Contract with immediate effect in the event that it determines under clause 30.7 that the Supplier is prevented from acting for the SSRO.

31. Dispute Resolution

- 31.1 If any dispute arises between the Parties to the Contract in connection with or arising out of the Contract, or the performance, validity or enforceability of it (the "Dispute") the Parties shall follow the procedure set out in this clause.
- (a) A Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (the "Dispute Notice"), together with relevant supporting documents.
 - (b) On service of the Dispute Notice, the Client Officer and the Supplier's Manager shall attempt in good faith to resolve the Dispute.
 - (c) If the Client Officer and the Supplier's Manager are for any reason unable to resolve the Dispute within 15 Working Days of service of the Dispute Notice, the Dispute shall be referred to SSRO's Director of Corporate Resources (or in their absence another officer nominated by the SSRO's Chief Executive) and the Supplier's equivalent who shall attempt in good faith to resolve it.
 - (d) If the SSRO's Director of Resources and the Supplier's equivalent are for any reason unable to resolve the Dispute within 15 Working Days after the referral under clause 31.1(c), or either Party fails to participate or to continue to participate in the resolution process under clauses 3.1(b) or (c) or the resolution process terminates before the end of the period stated in each case, the Parties may resolve the dispute by other means.
- 31.2 Unless the Contract has been terminated, the Supplier shall continue to perform its obligations in accordance with the Contract and shall give effect forthwith to all reasonable decisions, notices and instructions of the SSRO's Client Officer unless and until the same shall have been revised in any reference or proceeding commenced in accordance with clauses 31.1(b), (c) or (d).
- 31.3 Unless the Contract has been terminated and subject to the Supplier's compliance with clause 31.2, the SSRO shall continue to make all payments properly due and undisputed to the Supplier in accordance with the Contract pending resolution of a Dispute.

32. Notices

- 32.1 No formal notice or other communication from one party to the other shall have any validity under the Contract unless made in writing by or on behalf of the party concerned. For the purposes of the Contract “in writing” excludes facsimile.
- 32.2 Any formal notice or other communication which is to be given by either party to the other must be by:
- (a) hard copy letter format, which shall be given by letter (sent by hand or pre-paid first class post) and it shall be deemed to have been given 2 Working Days after the day on which the letter was posted, or the same Working Day if personally delivered before midday and the next Working Day if delivered after midday; or
 - (b) email transmission, which for the SSRO shall be sent to the Client Officer’s notified email address and the Director of Resources, and for the Supplier shall be sent to the Supplier’s Manager’s notified email address. Emails shall be deemed to have been given on the same Working Day if sent before midday, and the next Working Day if sent after midday.
- 32.3 In each case the notice must:
- (a) refer to the Contract; and
 - (b) be marked for the attention of the appropriate officer or department as notified to the other party in writing.
- 32.4 Hard copy letter notices shall be sent to the address (or if there is more than one, the registered address) of the relevant Party stated at the beginning of the Contract or to such address as each Party shall notify the other in writing within 5 (five) Working Days of any change in its address for service.
- 32.5 Any notice served on a non-Working Day shall be deemed to be served on the following Working Day.
- 32.6 Any purported serving of a formal notice or communication in any other manner will be deemed ineffective.

33. Variations to these Terms

- 33.1 The terms and conditions of the Contract may only be varied by agreement between the Parties in writing.
- 33.2 Where the Parties to the Contract enter into discussions with the intention to agree a variation to the terms of the Contract, the Contract shall remain un-amended, and the Supplier’s performance of the Contract shall continue as if the terms were un-amended until such time as any relevant variation has been agreed in writing between the parties.

34. Survival

- 34.1 On termination or expiry of the Contract, the following clauses shall continue in force: clause 1 (definitions), clause 12 (intellectual property rights), clause 15 (liability and insurance), clause 20 (confidentiality), clause 28 (law and jurisdiction), clause 30 (conflicts of interest), 31 (dispute resolution) and 34 (general matters).
- 34.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the

right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

35. General matters

- 35.1 Except as expressly stated in the Contract, all warranties and conditions, whether express or implied by statute, Common Law or otherwise (including fitness for purpose) are hereby excluded to the extent permitted by law.
- 35.2 The Contract governs the overall relationship of the Supplier and the SSRO with respect to the provision of the Services.
- 35.3 If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 35.4 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

36. Priority of documents

- 36.1 In the event of ambiguity or inconsistency between the documents incorporated into the Contract, the following order of precedence shall apply:
 - i. The terms and conditions in the body of the Contract
 - ii. Schedule 1: Security Conditions
 - iii. Schedule 2: Not used
 - iv. Schedule 3: Data Protection
 - iv. Schedule 4: Specification
 - v. Schedule 6: The terms of an Order
 - vi. Schedule 5: The Supplier's Proposal

Website re-design, development and maintenance: Terms and Conditions

This Agreement has been executed by the Parties on the date first before written

Executed by

SINGLE SOURCE REGULATIONS OFFICE

Under the hands of a

Duly authorised officer

Executed by

[]

Acting by a Director _____

(Name) _____

In the presence of:

Signature of witness _____

(Name) _____

Address: _____

SCHEDULE 1 – Security Conditions

1. Interpretation

- 1.1 In these Security Conditions, the following capitalised terms have the meanings ascribed to them below –

“Foundation Grade product” has the meaning ascribed by the CESG Commercial Product Assurance scheme, which is available at:

<https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa>

“Sensitive Information” means:

- (a) Information to which Schedule 5 of the Defence Reform Act 2014 applies; and
- (b) OFFICIAL-SENSITIVE information within the meaning of the Government Security Classifications.

“SSRO” means the Single Source Regulations Office.

2. Security grading

- 2.1 The SSRO shall in writing to the Supplier identify the information furnished to the Supplier, or developed by the Supplier, under the Contract, which is Sensitive Information.
- 2.2 The Supplier shall mark all OFFICIAL-SENSITIVE documents which it originates or copies during the Contract clearly with the OFFICIAL-SENSITIVE classification.
- 2.3 The Supplier shall include a suffix in electronic file names to indicate the OFFICIAL-SENSITIVE classification and any relevant DESCRIPTOR. The following indicates the appropriate suffix for the OFFICIAL-SENSITIVE classification and core descriptors –

Classification and descriptor	Suffix
OFFICIAL SENSITIVE	-OS
OFFICIAL SENSITIVE COMMERCIAL	-OSC
OFFICIAL SENSITIVE LOCSEN	-OSL
OFFICIAL SENSITIVE PERSONAL	-OSP

3. Defence Reform Act 2014 and Official Secrets Acts

- 3.1 The Supplier's attention is drawn to the following –

- (a) The provisions of Part 2 of the Defence Reform Act 2014, Schedule 5 to that Act, and the Single Source Contract Regulations 2014, particularly Regulation 56.
- (b) The provisions of the Official Secrets Acts 1911 to 1989 in general, and to the provisions of Section 5 of the Official Secrets Act 1911 (as amended by the Act of 1989) in particular.

- 3.2 The Supplier shall take all reasonable steps to make sure that all individuals employed on any work in connection with the Contract (including sub-contractors) have notice that these statutory provisions, or any others provided by the SSRO, apply to them and shall continue so to apply after the completion or earlier termination of the Contract.

4. Protection of Sensitive Information

- 4.1 The Supplier shall protect Sensitive Information provided to it or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the SSRO. The Supplier shall take all reasonable steps to prevent the loss or compromise of the information or from deliberate or opportunist attack.
- 4.2 Sensitive Information shall be protected in a manner to avoid unauthorised access. The Supplier shall take all reasonable steps to prevent the loss or compromise of the information or from deliberate or opportunist attack.
- 4.3 All Sensitive Information not held electronically, including documents, media and other material shall be physically secured to prevent unauthorised access. When not in use Sensitive Information shall be stored under lock and key. As a minimum, when not in use, Sensitive Information shall be stored in a lockable room, cabinets, drawers or safe and the keys/combinations are themselves to be subject to a level of physical security and control.
- 4.4 Disclosure of OFFICIAL-SENSITIVE information shall be strictly in accordance with the "need to know" principle as set out in the Government Security Classifications. Except with the written consent of the SSRO, the Supplier shall not disclose any of the classified aspects of the Contract specified in writing by the SSRO, other than to a person directly employed by the Supplier.
- 4.5 Access to Sensitive Information shall be confined to those individuals who have a "need-to-know" and whose access is essential for the purpose of their duties.
- 4.6 The Supplier shall apply the requirements of HMG Baseline Personnel Security Standard (BPSS) for all individuals having access to OFFICIAL-SENSITIVE information. Further details and the full requirements of the BPSS can be found at the GOV.UK website at: <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>

5. Hard Copy Distribution of Information

- 5.1 Documents containing Sensitive Information shall be distributed, both within and outside the Supplier's premises in such a way as to make sure that no unauthorised person has access. It may be sent by ordinary post or Commercial Couriers in two envelopes, one inside the other. The words OFFICIAL-SENSITIVE shall not appear on the outer envelope and shall not be visible on examination of the outer envelope. The outer envelope shall bear a stamp or details that clearly indicate the full address of the office from which it was sent.
- 5.2 Advice on the distribution of OFFICIAL-SENSITIVE documents abroad or any other general advice including the distribution of OFFICIAL-SENSITIVE hardware shall be sought from the SSRO.

6. Electronic Communication, Telephony and Facsimile Services

- 6.1 Sensitive Information shall be transmitted over the internet encrypted using:
 - Symmetric: AES-256;
 - Asymmetric: RSA-2048; and
 - Data-in-transit: TLS 1.2/1.3 via HTTPS

or any other cryptography which the SSRO provides advance written consent.

- 6.2 Exceptionally, in urgent cases, Sensitive Information may be emailed unencrypted over the internet only where there is a strong business need to do so and only with the prior approval of the SSRO.
- 6.3 Sensitive Information shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the SSRO shall require. Such limitations, including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the material.
- 6.4 Sensitive Information may be discussed on fixed and mobile types of telephone within the UK, but not with (or within earshot of) unauthorised persons.
- 6.5 Sensitive Information may be faxed to UK recipients, provided that the recipient has been notified and is waiting to receive the fax.

7. Use of Information Systems

- 7.1 The detailed functions that must be provided by an IT system to satisfy the minimum requirements described below cannot be described here; it is for the implementers to identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.
- 7.2 As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data.
- 7.3 The following describes the minimum security requirements for processing and accessing Sensitive Information on IT systems.

Access

- 7.4 Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of “least privilege” will be applied to System Administrators. Administrators should not conduct “standard” User functions using their privileged accounts.

Identification and Authentication (ID&A).

- 7.5 All systems shall have the following functionality: (1) Up-to-date lists of authorised users. (2) Positive identification of all users at the start of each processing session.

Passwords.

- 7.6 Passwords are part of most ID&A, Security Measures. Passwords shall be “strong” using an appropriate method to achieve this, for example including numeric and “special” characters (if permitted by the system) as well as alphabetic characters.

Internal Access Control.

- 7.7 All systems shall have internal Access Controls to prevent unauthorised users from accessing or modifying the data.

Data Transmission.

- 7.8 Unless the SSRO authorises otherwise, Sensitive Information shall be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the Internet, using a Foundation Grade product or equivalent for encryption.

Security Accounting and Audit.

- 7.9 Security relevant events fall into two categories, namely legitimate events and violations.

7.10 The following events shall always be recorded:

- (a) all log on attempts whether successful or failed;
- (b) log off (including time out where applicable);
- (c) the creation, deletion or alteration of access rights and privileges; and
- (d) the creation, deletion or alteration of passwords.

7.11 For each of the events listed above, the following information is to be recorded:

- (a) type of event;
- (b) user ID;
- (c) date and time; and
- (d) device ID.

7.12 The accounting records shall have a facility to provide the System Manager with a hard copy of all or selected activity. There shall also be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need to know. If the operating system is unable to provide this then the equipment shall be protected by physical means when not in use i.e. locked away or the hard drive removed and locked away.

Integrity & Availability.

7.13 The following supporting measures shall be implemented:

- (a) provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g. viruses and power supply variations);
- (b) defined Business Contingency Plan;
- (c) data backup with local storage;
- (d) anti-Virus Software (Implementation, with updates, of an acceptable industry standard anti-virus software);
- (e) operating systems, applications and firmware should be supported; and
- (f) patching of Operating Systems and Applications used shall be in line with the manufacturers recommended schedule. If patches cannot be applied an understanding of the resulting risk will be documented.

Logon Banners

7.14 Wherever possible, a "Logon Banner" shall be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring. A suggested format for the text depending on national legal requirements could be: "Unauthorised access to this computer system may constitute a criminal offence".

Unattended Terminals.

7.15 Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen

saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.

Internet Connections.

- 7.16 Computer systems shall not be connected direct to the Internet or “untrusted” systems unless protected by a firewall (a software based personal firewall is the minimum) which is acceptable to the SSRO’s Senior Information Risk Officer.

Disposal

- 7.17 Before IT storage media (e.g. disks) are disposed of, an erasure product shall be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

8. Laptops

- 8.1 Laptops holding any supplied or contractor generated Sensitive Information are to be encrypted using a Foundation Grade product or equivalent. For the avoidance of doubt, the use of BitLocker is acceptable provided that it is configured to the National Cyber Security Centre (NCSC) guidelines.
- 8.2 Unencrypted laptops not on a secure site are to be recalled and only used or stored in an appropriately secure location until further notice or until approved full encryption is installed. Where the encryption policy cannot be met, a Risk Balance Case that fully explains why the policy cannot be complied with and the mitigation plan, which should explain any limitations on the use of the system, is to be submitted to the SSRO for consideration.
- 8.3 Unencrypted laptops and drives containing personal data or Sensitive Information are not to be taken outside of secure sites. For the avoidance of doubt the term “drives” includes all removable, recordable media (e.g. memory sticks, compact flash, recordable optical media (e.g. CDs and DVDs), floppy discs and external hard drives.
- 8.4 Any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.
- 8.5 Portable Communication and Information Systems (CIS) devices are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven the CIS is to be secured out of sight to deter opportunist theft.

9. Loss and Incident Reporting

- 9.1 The Supplier shall immediately report any loss or other compromise of Sensitive Information to the SSRO.
- 9.2 Any security incident involving Sensitive Information shall be immediately reported to the SSRO.

10. Sub-Contracts

- 10.1 When sub-contracting to a sub-contractor the Supplier shall ensure that these Security Conditions shall be incorporated within the sub-contract document.
- 10.2 In circumstances where it is not possible to comply with paragraph 10.1 above, the Supplier shall not sub-contract without the prior written consent of the SSRO and in seeking such consent the Supplier shall provide the SSRO with evidence to demonstrate that the sub-

contractor is compliant with the Security Conditions. The Supplier shall comply with any request for information by the SSRO for the purposes of demonstrating such compliance.

11. Destruction

- 11.1 As soon as no longer required, Sensitive Information shall be destroyed in such a way as to make reconstitution unlikely, for example, by burning, shredding or tearing into small pieces.
- 11.2 Advice shall be sought from the SSRO when information cannot be destroyed or, unless already authorised by the SSRO, when its retention is considered by the Supplier to be necessary or desirable. Unwanted Sensitive Information which cannot be destroyed in such a way shall be returned to the SSRO.

12. Guidance

- 12.1 Advice regarding the interpretation of the above requirements should be sought from the SSRO.

13. Audit

- 13.1 Where considered necessary by the SSRO, the Supplier shall provide evidence of compliance with these Security Conditions.

SCHEDULE 2 – Not used

SCHEDULE 3 – Data Protection

1. Data Processor and Data Controller

- 1.1 The Parties agree that for the purposes of Data Protection Legislation, the SSRO is the Data Controller and the Supplier is the Data Processor.
- 1.2 The Data Processor shall comply with all Data Protection Legislation in connection with the processing of Personal Data, the Services and the exercise and performance of the Contract.
- 1.3 The Data Processor shall not by any act or omission cause the Data Controller (or any other person) to be in breach of any Data Protection Legislation.
- 1.4 The Data Controller shall comply with all Data Protection Legislation in respect of the performance of its obligations under this Contract.

2. Instructions and details of processing

- 2.1 The only processing that the Data Processor is authorised to do is listed in Annex A to this Schedule 3 by the Data Controller and may not be determined by the Data Processor. The term “processing” and any associated terms are to be read in accordance with Article 4 of the UK GDPR.
- 2.2 The Data Processor shall notify the Data Controller immediately if it considers that any of the Data Controller’s instructions infringe Data Protection Legislation.
- 2.3 The Data Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
 - (a) process that Personal Data only in accordance with Annex A to this Schedule 3, unless the Data Processor is required to do otherwise by Law. If it is so required the Data Processor shall promptly notify the Data Controller before processing the Personal Data unless prohibited by Law; and
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Data Controller may reasonably reject. In the event of the Data Controller reasonably rejecting Protective Measures put in place by the Data Processor, the Data Processor must propose alternative Protective Measures to the satisfaction of the Data Controller. Failure to reject shall not amount to approval by the Data Controller of the adequacy of the Protective Measures. Protective Measures must take account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from the Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) the Data Processor’s Employees do not process Personal Data except in accordance with this Contract (and in particular Annex A to this Schedule 3); and

- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Data Processor's Employees who have access to the Personal Data and ensure that they:
 - A. are aware of and comply with the Data Processor's duties under this paragraph 2.3;
 - B. are subject to appropriate confidentiality undertakings with the Data Processor or any Data Sub-processor;
 - C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Data Controller or as otherwise permitted by this Contract; and
 - D. have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the UK unless the prior written consent of the Data Controller has been obtained and the following conditions are fulfilled:
 - (i) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR or section 74 of the DPA 2018;
 - (ii) the Data Controller or the Data Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or section 75 of the DPA 2018) as determined by the Data Controller;
 - (iii) the Data Subject has enforceable rights and effective remedies;
 - (iv) the Data Processor complies with its obligations under Data Protection Legislation by providing an appropriate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Data Controller in meeting its obligations); and
 - (v) the Data Processor complies with any reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Data Controller, delete or return Personal Data (and any copies of it) to the Data Controller on termination or expiry of the Contract (whichever occurs first) unless the Data Processor is required by Law to retain the Personal Data.

Technical and organisational measures

- 2.4 The Data Processor shall provide all reasonable assistance to the Data Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Data Controller, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and

- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

2.5 The Data Processor shall ensure that access to Personal Data is limited to the authorised persons who need access to it to supply the Services.

3. Assistance with the SSRO's compliance and Data Subject rights

3.1 Subject to paragraph 4.2, the Data Processor shall notify the Data Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complain or communication relating to either Party's obligations under Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

3.2 The Data Processor's obligation to notify under paragraph 4.1 shall include the provision of further information to the Data Controller, as details become available.

3.3 Taking into account the nature of the processing, the Data Processor shall provide the Data Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 4.1 (and insofar as possible within the timescales required by the Data Controller) including but not limited to promptly providing:

- (a) the Data Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Data Controller to enable the Data Controller to comply with a Data Subject Request within the relevant timescales set out in Data Protection Legislation;
- (c) the Data Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Data Controller following any Data Loss Event; and
- (e) assistance as requested by the Data Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Data Controller with the Information Commissioner's Office.

Information, records, audit arrangements and the Data Protection Officer

3.4 The Data Processor shall maintain complete and accurate records and information to demonstrate its compliance with paragraph 4. This requirement does not apply where the Data Processor employs fewer than 250 Employees, unless:

- (a) the Data Controller determines that the processing is not occasional;

- (b) the Data Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
- (c) the Data Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

3.5 The Data Processor shall allow for audits of its Data Processing activity by the Data Controller or the Data Controller's designated auditor.

3.6 Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.

Data Sub-processing

3.7 Before allowing any Data Sub-processor to process any Personal Data related to this Contract, the Data Processor must:

- (a) notify the Data Controller in writing of the intended Data Sub-processor and processing;
- (b) obtain the written consent of the Data Controller;
- (c) enter into a written agreement with the Data Sub-processor which gives effect to the terms set out in this Schedule 3 such that they apply to the Data Sub-processor; and
- (d) provide the Data Controller with such information regarding the Data Sub-processor as the Data Controller may reasonably require.

3.8 The Processor shall remain fully liable for all acts or omissions of any of its Data Sub-processors.

Information Commissioner Office guidance

3.9 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Data Controller may upon giving not less than 30 working days' notice to the Data Processor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Deletion or return of Personal Data and copies

3.10 The Data Processor shall (and shall ensure that all persons acting on its behalf, including any Data Sub-processor, and any Employee shall) without delay (and in any event within three days), at the Data Controller's written direction securely delete (to the extent that it is technologically able to do so)

Rights and remedies

3.11 Unless otherwise expressly stated in this Contract:

- (a) the Data Processor's obligations and the Data Controller's rights and remedies under this Schedule are cumulative with, and additional to, any other provisions of this Contract; and
- (b) nothing in this Contract relieves the Data Processor of any responsibilities or liabilities under any Data Protection Legislation.

ANNEX A – Schedule of Processing, Personal Data and Data Subjects

This Annex shall be completed by the Data Controller, who may take account of the view of the Data Processor. However, the final decision as to the content of this Annex shall be with the Data Controller at its absolute discretion.

1. The contact details of the Data Controller's Data Protection Officer are: Ruaidhri Magee, Human Resources Manager, SSRO G51/G52, 100 Parliament Street, London SW1A 2BQ **ruaidhri.magee@ssro.gov.uk**.

The contact details of the Data Processor's Data Protection Officer are: []

2. The Data Processor shall comply with any further written instructions with respect to processing by the Data Controller.
3. Any such further instructions shall be incorporated into this Annex.

Description	Details
Identify of the Data Controller and Data Processor	The Parties acknowledge that for the purposes of Data Protection Legislation, the SSRO is the Data Controller and the Supplier is the Data Processor in accordance with paragraph 1.1 of Schedule 3.
Subject matter of the processing	The processing is needed in order to ensure that the Data Processor can effectively deliver the Services under the Contract.
Duration of the processing	For the Contract Period, or as otherwise required by law.
Nature and purposes of the processing	This may involve the processing of Personal Data by the Data Processor on behalf of the Data Controller as part of the provision of the Services, including Personal Data relating to those Categories of Data Subject listed below.
Types of Personal Data	Name, job title, telephone number, email address.

Categories of Data Subject	Employees of the Data Controller.
International transfers and legal gateway	<p>The Processor shall not transfer Personal Data outside of the UK, or access Personal Data from outside of the UK, unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:</p> <ul style="list-style-type: none"> (i) the destination country has been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018; (ii) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 DPA 2018) as determined by the Controller; (iii) the Data Subject has enforceable rights and effective legal remedies; (iv) the Processor complies with its obligations under Data Protection Legislation by providing an appropriate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and (v) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data.
Plan for return and destruction of the data once the processing is complete	<p>The Data Processor shall (and shall ensure that all persons acting on its behalf, including any Data Sub-processor, and any Employee shall) without delay (and in any event within three days), at the Data Controller's written direction, either securely delete (to the extent that it is technologically able to do so).</p>

SCHEDULE 4 – Specification

[To be added prior to contract execution]

SCHEDULE 5 – Supplier’s Proposal

[To be added prior to contract execution]

SCHEDULE 6 – Order Form for Optional Services

This Order Form is to be read and construed in accordance with the Contract for the provision of website design, development and maintenance services entered into between the SSRO and [] dated [] which, together with its Schedules, shall be incorporated herein.

Supplier's Name:	
Supplier's Address:	
Supplier's Registered Company Number	
The Optional Services:	
Commencement Date:	
End Date:	
Total Price (exc VAT):	
Purchase order number:	
Client Officer:	
Special Conditions:	
Time of Delivery:	

The SSRO requires the Optional Services to be delivered and the Supplier agrees to deliver the Optional Services in accordance with the Contract, as supplemented by the above terms.

Signed: _____

Name:
Being a person duly authorised by the Supplier

Signed: _____

Name:
Being a person duly authorised by the SSRO

Dated: []