**Joint Schedule 6 Statement**

Hack The Box confirms that Joint Schedule 6 is not applicable, as we do not intend to use subcontractors if awarded this contract. However, we acknowledge and accept the terms outlined in Joint Schedule 6.

**Joint Schedule 6 (Key Subcontractors)**

1. Restrictions on certain subcontractors

1.1 The Supplier is entitled to sub-contract its obligations under the DPS Contract to the Key

Subcontractors identified on the Platform.

1.2 The Supplier is entitled to sub-contract its obligations under an Order Contract to Key

Subcontractors listed on the Platform who are specifically nominated in the Order Form.

1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or

replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and

the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the

information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will

not be unreasonably withheld or delayed. Where CCS consents to the appointment of a New

Key Subcontractor then they will be added to the Platform. Where the Buyer consents to the

appointment of a New Key Subcontractor then they will be added to the Key Subcontractor

section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the

appointment of a Key Subcontractor if it considers that:

1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the

Deliverables or may be contrary to its interests;

1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and

or reasonable services to its other customers; and/or

1.3.3 the proposed Key Subcontractor employs unfit persons.

1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the

proposed Key Subcontractor:

1.4.1 the proposed Key Subcontractor’s name, registered office and company registration

number;

1.4.2 the scope/description of any Deliverables to be provided by the proposed Key

Subcontractor;

1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that

demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed

Key Sub-Contract has been agreed on "arm’s-length" terms;

1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected

DPS Price over the DPS Contract Period;

1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total

projected Charges over the Order Contract Period; and

1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial

Distress)) of the Key Subcontractor.

DPS Ref: RM 6200 Artificial Intelligence

Project Version: v1.0 1

Model Version: v1.0

Joint Schedule 6 (Key Subcontractors)

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1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the

information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:

1.5.1 a copy of the proposed Key Sub-Contract; and

1.5.2 any further information reasonably requested by CCS and/or the Buyer.

1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:

1.6.1 provisions which will enable the Supplier to discharge its obligations under the

Contracts;

1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key

Sub-Contract which confer a benefit upon CCS and the Buyer respectively;

1.6.3 a provision enabling CCS and the Buyer to enforce the Key SubContract as if it were

the Supplier;

1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights

and/or obligations under the Key SubContract to CCS and/or the Buyer;

1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the

Supplier under the DPS Contract in respect of:

(a) the data protection requirements set out in Clause 14 (Data protection);

(b) the FOIA and other access request requirements set out in

Clause 16 (When you can share information);

(c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or

the Buyer into disrepute;

(d) the keeping of records in respect of the goods and/or services being provided

under the Key Sub-Contract, including the maintenance of Open Book Data;

and

(e) the conduct of audits set out in Clause 6 (Record keeping and reporting);

1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms

no more onerous on the Supplier than those imposed on CCS and the Buyer under

Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if

the contract ends) of this Contract; and

1.6.7 a provision restricting the ability of the Key Subcontractor to subcontract all or any part

of the provision of the Deliverables provided to the Supplier under the Key Sub-

Contract without first seeking the written consent of CCS and the Buyer.

DPS Ref: RM 6200 Artificial Intelligence

Project Version: v1.0 2

Model Version: v1.0