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Cisco Remediation and Support Agreement

between

Department for Work & Pensions

and

Cisco International Limited

Dated January 2018

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THIS AGREEMENT is dated as at the date of last signature below and made

BETWEEN:

- (1) Department for Work and Pensions of Caxton House, Tothill Street, London, SW1H 9NA (the "**Authority**"); and
- (2) **Cisco International Limited**, a corporation registered in England and Wales, with company number 06640658, and a registered office at 1 Callaghan Square, Cardiff, CF10 5BT, United Kingdom (the "**Contractor**"),

together called "**the Parties**",

BACKGROUND:

The Contractor and the Authority wish to enter into this Remediation and Support Agreement in order to facilitate the purchase of Contractor services ("**Services**") and/or deliverables ("**Deliverables**").

THE PARTIES AGREE THAT:

1. Interpretation

In this Agreement the definitions and interpretive provisions set out at Schedule 1 (Definitions and Interpretations) shall apply.

THE SERVICES AND DELIVERABLES

2. Services and Deliverables

- 2.1 The Contractor shall provide the Authority with such Services and Deliverables as are specified in any Statement of Works which has been agreed in accordance with the Tasking Procedure.
- 2.2 The Contractor shall provide the Authority with any Additional Services as the Parties may from time to time in writing agree, in accordance with the Change Control Procedure.
- 2.3 The Authority may procure the provision of particular Services, Deliverables, and Additional Services, for or on behalf of any Affiliate in accordance with this Agreement.

3. Services and Deliverables Description

- 3.1 The Services and Deliverables available at any given time shall be described at Annex A to Schedule 2.

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4. Tasking

- 4.1 The Authority shall procure the provision of particular Services and Deliverables in accordance with the procedure set out at Annex B (Tasking Procedures) to Schedule 2.
- 4.2 The Services and Deliverables to be provided in the course of each Task shall be specified in the respective Statement of Works, each of which shall be incorporated (at Annex C to Schedule 2) into this Agreement.

5. Testing and Acceptance

- 5.1 Any agreed Testing arrangements and Acceptance Procedures applicable to a Task shall be specified in the respective Statement of Works.

6. Milestones and Service Levels

- 6.1 Any agreed Milestone and Service Level arrangements applicable to a Task shall be specified in the respective Statement of Works.
- 6.2 The Parties shall, no later than the first anniversary of the Commencement Date, and XXX REDACTED UNDER SECTION 43 OF FOI in each subsequent Contract Year, together review any Milestone and Service Level arrangements which may then be in place, and shall consider the scope for applying all or any of them generally, or more widely, during the remainder of the Term.

GENERAL PROVISIONS

7. Term

- 7.1 This Agreement shall be effective from the Commencement Date, and shall expire on the Expiry Date, which (unless the Agreement is terminated or extended) shall be XXX REDACTED UNDER SECTION 43 OF FOI
- 7.2 The Parties may in writing agree to extend the Term by one or more additional periods up to a further XXX REDACTED UNDER SECTION 43 OF FOI.

8. Transfer

- 8.1 XXX REDACTED UNDER SECTION 43 OF

9. Relationship of the Parties

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9.1 Nothing in this Agreement shall constitute, or be deemed to constitute, any form of employment, legal partnership, joint venture, or agency between the Parties, nor shall either Party, including their respective principals (if any), employees, agents and Subcontractors be deemed to be the servant, legal partner, or agent of the other Party.

9.2 Neither Party shall, without the other's prior written consent, do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind whatever on behalf of the other Party, or bind the other Party in any way.

9.3 Neither Party shall in any circumstances hold itself out to be the servant, legal partner, or agent of the other Party.

10. Conflict of Interest

10.1 Each Party shall immediately disclose to the other any actual or potential conflict of interest arising from this Agreement or from their relationship generally.

10.2 The Contractor shall give effect to such measures as the Parties may in writing agree for ending or avoiding any such actual or potential conflict of interest, or alleviating its effect.

11. Entire Agreement

11.1 This Agreement (including any document and Statement of Works incorporated into it) constitutes the entire contract and understanding of the Parties, and supersedes any prior understanding, representations, warranties or arrangements relating to the subject matter of this Agreement.

11.2 Neither Party is entitled to rely on any understanding, representation, warranty, or arrangement (whether negligently or innocently made), which is not expressly stated in or incorporated into, this Agreement.

11.3 Notwithstanding the provisions of Clauses 11.1 and 11.2 above, nothing in this Agreement shall operate to limit or exclude either Party's liability for any fraudulent misrepresentation upon which the other Party can be shown to have relied.

11.4 Any amendment or variation of this Agreement shall be agreed in writing in accordance with Clause 44 and Schedule 6 and signed for or on behalf of the Parties, and incorporated (at Schedule 8) into this Agreement.

12. Waiver

12.1 No failure or delay on the part of either Party to exercise any right or remedy under this Agreement

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shall be construed or operate as a waiver of that right or remedy, nor shall any single or partial exercise of any right or remedy be construed or operate as a waiver of that right or remedy. The rights and remedies provided in this Agreement are cumulative except where expressed otherwise in this Agreement, and are not exclusive of any rights or remedies provided by law.

13. Further Assistance

13.1 At any time both during and after the Term, either Party shall, at the request of and at no further cost to the other, execute or procure the execution of such documents, and do or procure the doing of such acts and things, as the other Party may reasonably require for the purpose of giving to that other Party the full benefit of the respective provisions of this Agreement.

14. Rights of Third Parties

14.1 Except in the circumstances described at Clause 14.3 below, no person who is not a party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

Affiliates

14.2 Any Statement of Works under which any Services, or Additional Services, or Deliverables are procured for or on behalf of any Affiliate, shall specify whether or not the provisions of Clause 14.3 below shall be applicable.

14.3 Where this Clause 14.3 is applicable to any such Task, the respective Affiliate shall be entitled, in respect of any loss or damage suffered or incurred (of whatever nature) arising directly from or in connection with any breach of this Agreement or any tort (including negligence) by the Contractor, or by any of its employees, agents, or Subcontractors, to:

- a. rely on the warranties and indemnity set out at Clauses 26 and 36 below to the same extent as the Authority would have been entitled if such loss or damage had been suffered or incurred by the Authority, and
- b. enforce any right to any financial remedy or injunctive relief which would have been available to the Authority if such loss or damage had been suffered or incurred by the Authority, subject to the limits of liability set out at Clause 26, and
- (iii) participate in any related dispute resolution procedure, as if it was a Party to this Agreement.

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- 14.4 The Parties shall treat the Authority as the agent of each Affiliate for the purposes of this Agreement, so that:
- (i) the Authority shall represent and act on behalf of an Affiliate in respect of any Dispute, and in relation to any loss or damage (of whatever nature) which either the Contractor or an Affiliate may cause to each other, arising from or in connection with this Agreement, and
 - (ii) any rights and remedies available to the Authority shall be exercised on behalf of any Affiliate by the Authority, and
 - (iii) any loss or damage (of whatever nature) caused or incurred by an Affiliate shall be treated as if it had been caused or incurred by the Authority, and shall be recoverable by the Authority or the Contractor (as the case may be) in accordance with the respective provisions of this Agreement.
- 14.5 The Authority shall be responsible for obtaining and retaining each Affiliate's authorisation to act on its behalf in the way described at Clause 14.4 above, and shall immediately notify the Contractor of the withdrawal of any such authorisation.
- 14.6 Any proposal under which an Affiliate would accede (and become a party) to this Agreement shall be processed in accordance with the Change Control Procedure.

15. Invalidity and Severability

If any provision of this Agreement shall be held to be illegal, void, invalid or unenforceable under the laws of any applicable jurisdiction, the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

16. Use of Amenities and Premises

- 16.1 The Authority may at its sole discretion make office working space and appropriate Amenities available at the Premises for use by the Contractor for the sole purpose of providing the Services and Deliverables.
- 16.2 In that event, and subject to Security requirements (set out in Schedule 5), the Authority shall allow the Contractor and any Contractor Personnel access to the Premises at all reasonable times for such purpose, provided always that the Authority shall have the right (acting reasonably and in good faith) to refuse access to or immediately remove from the Premises, any person, and that the Authority shall on request, as soon as reasonably practicable, inform the Contractor in writing of the reason (other than a Security-related reason) for any such refusal of access or removal. In the event the Authority

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refuses access or removes the Contractor from the Premises, the Contractor shall not be liable as a result of any delay caused in the provision of Services (except where such removal or refusal of access is due to Contractor's breach of this Agreement).

16.3 Nothing in this Agreement shall create or vest in the Contractor (or in any other person) any leasehold estate, easement, ownership interest or other property right or interest of any nature in all or any part of the Premises or Amenities.

17. General Obligations of the Contractor

17.1 The Contractor shall provide the Services and any Deliverables in accordance with this Agreement, and Good Industry Practice, and any applicable Legislation.

a. The Contractor shall in particular:

1. exercise, in providing the Services, the reasonable skill, care and diligence of a competent contractor with the skills and resources to provide the Services, and
2. acquire or continue to hold any regulatory licence, certificate, or approval which the Contractor is under a mandatory requirement to hold in respect of providing the Services and Deliverables.

17.3 For a period of XXX REDACTED UNDER SECTION 43 OF FOI years following the expiry or termination of this Agreement, the Contractor shall keep adequate records of all material acts done by it for or on behalf of the Authority in relation to provision of the Services and Deliverables, and shall at the Authority's reasonable request make them available for inspection or provide copies of them to the Authority.

17.4 The Contractor shall make such records available for audit by or on behalf of the Authority upon XXX REDACTED UNDER SECTION 43 OF FOI prior written notice (except where the requirements of a Regulatory Body do not permit it), during regular business hours, at the Contractor's principal place of business in the UK. Save in exceptional circumstances, where required by a Regulatory Body or as part of a follow-on audit that the Parties agree (such agreement not to be unreasonably withheld or delayed) may be carried out where the original audit found shortcomings or issues, the Authority shall generally only be entitled to carry out XXX REDACTED UNDER SECTION 43 OF FOI such audit in any Contract Year.

17.5 The Contractor shall at all times use its reasonable efforts to co-operate with the Authority, and with such of the Authority's other contractors, agents and suppliers, as the Authority may reasonably require, provided that the Contractor may require such other contractors, agents and suppliers to enter into confidentiality undertakings no less strict than those set out in this Agreement, and to comply with

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the Contractor's reasonable access and security policies.

18. Subcontracting

18.1 Except as provided in this Clause 18, and subject to Clause 18.5 below, the Contractor shall not subcontract the provision of any or all of the Services or Deliverables.

18.2 The Contractor may subcontract provision of any or all of the Services or Deliverables on the following conditions only:

- (i) the Contractor shall obtain Approval (which, other than for any Security-related reason, shall not be unreasonably withheld or delayed) to the appointing or renewing the appointment of any Subcontractor in accordance with Clauses 18.5, 18.6, 18.7 & 18.8 below;
- (ii) any Subcontract shall include an obligation on the Subcontractor to novate any such Subcontract to the Authority automatically on the expiry or termination, for whatever reason, of this Agreement and solely to the extent of the Services being provided under this Agreement, so that the Authority may elect to assume the rights and obligations of the Contractor under a Subcontract;
- (iii) any Subcontract shall include a provision that the Subcontractor and its Subcontractor Personnel shall at all times comply with the provisions of Clause 46 (Security);
- (iv) the Contractor shall ensure that any Subcontract contains any terms and conditions reasonably required by the Authority, and the Contractor shall incorporate into its Subcontracts a requirement that it pays its Subcontractors within 30 days of receiving a valid, undisputed invoice;
- (v) the Contractor shall enforce any obligations of confidentiality imposed on any Subcontractor pursuant to Clause 47 (Confidentiality);
- (vi) the Contractor shall be responsible to the Authority for all acts and omissions of any Subcontractor from the Commencement Date, and to this end any act or omission of a Subcontractor shall be regarded for the purposes of this Agreement as an act or omission of the Contractor.

18.3 The Contractor shall ensure that any Subcontract contains a requirement that any Dispute between the Subcontractor and the Contractor shall, where the Authority at its sole discretion considers it appropriate and to the extent such Dispute is directly related, be consolidated with any Dispute between the Contractor and the Authority, so that all Disputes arising out of one contractual or factual nexus are dealt with in the same proceedings.

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18.4 The list of Approved and Key Subcontractors is set out at Annex H to Schedule 2.

18.5 Appointment of Approved Subcontractors

18.5.1 The Contractor shall exercise due skill and care in the selection of any Subcontractors to ensure that the Contractor is able to:

- (i) manage any Subcontractors in accordance with Good Industry Practice;
- (ii) comply with its obligations under this Agreement in the delivery of the Services.

18.5.2 Prior to subcontracting any of its obligations under this Agreement to any Subcontractor which is not an Approved Subcontractor listed in Annex H to Schedule 2, the Contractor shall provide the Authority with:

- (i) the proposed Subcontractor's name, registered office and company registration number;
- (ii) the scope of any Services to be provided by the proposed Subcontractor; and
- (iii) where the proposed Subcontractor is an Affiliate of the Contractor, evidence that demonstrates to the reasonable satisfaction of the Authority that the proposed Subcontract has been agreed on "arm's-length" terms.

18.5.3 If requested by the Authority within XXX REDACTED UNDER SECTION 43 OF FOI of receipt of the Contractor's notice issued pursuant to Clause 18.5.2, the Contractor shall also provide:

- (i) a copy of the proposed Subcontract; and
- (ii) any further information reasonably requested by the Authority.

18.5.4 The Authority may, within XXX REDACTED UNDER SECTION 43 OF FOI of receipt of the Contractor's notice issued pursuant to Clause 18.5.2 (or, if later, receipt of any further information requested pursuant to Clause 18.5.3), object to the appointment of the relevant Subcontractor if they reasonably consider that:

- (i) the appointment of a proposed Subcontractor may prejudice the provision of the Services or may be contrary to the interests respectively of the Authority under this Agreement;
- (ii) the proposed Subcontractor is unreliable and/or has not provided reasonable services to its other customers; and/or

c. the proposed Subcontractor employs unfit persons,

in which case, the Contractor shall not proceed with the proposed appointment.

18.5.5 If

- (i) the Authority has not notified the Contractor that it objects to the proposed Subcontractor's appointment by the later of XXX REDACTED UNDER SECTION 43 OF FOI of receipt of:

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- a. the Contractor's notice issued pursuant to Clause 18.5.2; and
 - b. any further information requested by the Authority pursuant to Clause 18.5.3; AND
- a. the proposed Subcontract is not a Key Subcontract which shall require the written consent of the Authority in accordance with Clause 18.6 (Appointment of Key Subcontractors),
- then the Contractor may proceed with the proposed appointment.

18.6 Appointment of Key Subcontractors

18.6.1 The Authority has consented to the engagement of the Key Subcontractors listed in Annex H to Schedule 2 (Approved & Key Subcontractors).

18.6.2 Where the Contractor wishes to enter into a new Key Subcontract or replace a Key Subcontractor, it must obtain the prior written consent of the Authority (the decision to consent or not will not be unreasonably withheld or delayed). The Authority may reasonably withhold its consent to the appointment of a Key Subcontractor if it reasonably considers that:

- (i) the appointment of a proposed Key Subcontractor may prejudice the provision of the Services or may be contrary to its interests;
- (ii) the proposed Key Subcontractor is unreliable and/or has not provided reasonable services to its other customers; and/or
- (iii) the proposed Key Subcontractor employs unfit persons.

18.6.3 Except where the Authority has given its prior written consent under Clause 18.6.1, the Contractor shall ensure that each Key Subcontract shall include:

- (i) provisions which will enable the Contractor to discharge its obligations under this Agreement;
- (ii) a right under The Contracts (Rights of Third Parties) Act 1999 (CRTPA) for the Authority to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Authority;
- (iii) a provision enabling the Authority to enforce the Key Sub-Contract as if it were the Supplier;
- (iv) obligations no less onerous on the Key Subcontractor than those imposed on the Contractor under this Agreement in respect of:
 - a. Data Protection requirements set out in Clause 38;
 - b. FOIA requirements set out in Clause 41 ;
 - c. the obligation not to embarrass the Authority or otherwise bring the Authority into disrepute;

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- d. the keeping of records in respect of the Services being provided under the Key Subcontract and
- e. the conduct of audits set out in Clause 27;
- (v) provisions enabling the Contractor to terminate the Key Subcontract on notice on terms no more onerous on the Contractor than those imposed on the Authority under this Agreement;
- (vi) a provision restricting the ability of the Key Sub-Contractor to Sub-Contract all or any part of the provision of the Services provided to the Supplier under the Sub-Contract without first seeking the written consent of the Authority;

18.7 Supply Chain Protection

18.7.1 The Contractor shall ensure that all Subcontracts contain a provision:

- (i) requiring the Contractor to pay any undisputed sums which are due from it to the Subcontractor within a specified period not exceeding XXX REDACTED UNDER SECTION 43 OF FOI from the receipt of a valid invoice.

18.7.2 The Contractor shall:

- (i) pay any undisputed sums which are due from it to a Subcontractor XXX REDACTED UNDER SECTION 43 OF FOI from the receipt of a valid invoice.

18.8 Termination of Sub-Contracts

18.8.1 The Authority may require the Contractor to terminate:

- (i) a Subcontract where:
 - (a) the acts or omissions of the relevant Subcontractor have caused or materially contributed to the Authority's right of termination pursuant any of the termination events in Clause 34 (Termination for Default) except Clause 35 (No Fault Termination); and/or
 - (b) the relevant Subcontractor or its Affiliates embarrassed the Authority or otherwise brought the Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Subcontractor's obligations in relation to the Services or otherwise; and/or
- 2. a Key Subcontract where there is a change of control of the relevant Key Subcontractor as described in Clause 32.1(x) ("Change of Control"), unless:

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- a. the Authority has given its prior written consent to the particular Change of Control (not to be unreasonably withheld or delayed), which subsequently takes place as proposed; or
- b. XXX REDACTED UNDER SECTION 43 OF FOI.

Suppliers

18.9 The Contractor may:

- 18.9.1 source materials and equipment from any supplier for the purposes of producing all or part of any Deliverable, subject to HMG Security Policy and CESG Good Practice requirements.

Authority Responsibilities

19.1 The Authority recognises that the Contractor's ability to provide the Services and Deliverables will, to some extent, be influenced by the extent to which the Authority fulfils its respective obligations in accordance with this Agreement.

19.2 Subject to Security and confidentiality requirements, the Authority shall, throughout the Term, use its reasonable efforts to:

- (i) provide the Contractor with any information, data, documents, facilities, support, services, and co-operation (including access to personnel) as the Contractor may reasonably require for the purposes of this Agreement, and
- (ii) ensure that any of its other contractors, agents, and suppliers provide such co-operation as the Contractor may reasonably require for the purposes of this Agreement.

19.3 Without prejudice to the generality of Clause 19.2 above, the Authority shall use its reasonable efforts to fulfil any of the particular obligations specified in a Statement of Works, which the Parties have identified as having the potential to adversely affect provision of the Services and/or Deliverables.

20. Force Majeure

20.1 If either Party is prevented from or delayed in the performance of any of its obligations under this Agreement by any event (a "Force Majeure Event") beyond the reasonable control of that Party, including acts of God, pandemics, civil commotion, war, fire, flood, power failure, or political interference, then it shall notify the other Party in writing of the circumstances as soon as reasonably practicable, and shall be excused from performing those obligations for so long as the Force Majeure Event shall continue.

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- 20.2 If the Force Majeure Event continues for longer XXX REDACTED UNDER SECTION 43 OF FOI, either Party shall be entitled to terminate the Agreement by giving a XXX REDACTED UNDER SECTION 43 OF FOI written notice to the other Party, in which case the provisions of Clause 35 (No Fault Termination) shall apply.

PERSONNEL

21. Contractor Personnel

21.1 The Contractor shall:

- (a) provide a list of the names of all Contractor Personnel requiring admission to the Premises, specifying the capacity in which they require admission and giving such other particulars as the Authority may reasonably require;
- (b) ensure that all Contractor Personnel:
 - (i) are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;
 - (ii) are vetted in accordance with Good Industry Practice and, where applicable, the Security Policy; and
 - (iii) comply with all reasonable requirements of the Authority concerning conduct at the Premises, including the security requirements set out in the Security Policy;
- (c) retain overall control of the Contractor Personnel at all times so that the Contractor Personnel shall not be deemed to be employees, agents or contractors of the Authority;
- (d) be liable at all times for all acts or omissions of Contractor Personnel, so that any act or omission of a member of any Contractor Personnel which results in a Default Event under this Agreement shall be a Default Event by the Contractor;
- (e) use all reasonable endeavours to minimise the number of changes in Contractor Personnel;
- (f) replace (temporarily or permanently, as appropriate) any Contractor Personnel as soon as practicable if any Contractor Personnel have been removed or are unavailable for any reason whatsoever;
- (g) bear the programme familiarisation and other costs associated with any replacement of any Contractor Personnel; and
- (h) procure that the Contractor Personnel shall vacate the Premises immediately upon completion of the relevant Task or the Expiry Date.

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21.2 If the Authority reasonably believes that any of the Contractor Personnel are unsuitable to undertake work in respect of this Agreement or the relevant Task, it may:

21.2.1 refuse admission to the relevant person(s) to the Premises; and/or

21.2.2 direct the Contractor to end the involvement in the provision of the Services of the relevant person(s).

The decision of the Authority as to whether any person is to be refused access to the Premises shall be final and conclusive.

21.3 The Contractor shall be responsible for the employment or engagement of its own staff engaged in the provision of the Services and for their proper briefing, supervision and training in their functions and duties in relation to the Agreement, and shall be entirely responsible for any employment, redundancy and other costs associated with such staff.

21.4 The Contractor warrants to the Authority that on the Commencement Date, it will have:

(i) available staff of the necessary skill levels to provide the Services, and

(ii) sufficient, available reserves of trained and experienced staff so that holidays, voluntary absence, or sickness do not adversely affect provision of the Services.

21.5 The Parties are not aware of any person to whom TUPE would be applicable at the Commencement Date.

21.6 Notwithstanding Clause 21.5, the Parties shall in good faith seek to resolve any TUPE-related issue as may arise in connection with this Agreement, and invoke the Dispute Resolution Procedure if necessary to resolve any TUPE-related Dispute.

21.7 The Contractor shall use its reasonable efforts to ensure that any Key Personnel engaged in provision of the Services and any Deliverables under a particular Statement of Works shall remain so engaged throughout the course of that Task, and that any unavoidable changes to the Key Personnel are effected in such a way as to reduce or mitigate any disruption to provision of the Services and Deliverables.

22. Working Arrangements

22.1 Without prejudice to Clause 17.4, each Party shall use its reasonable efforts to co-operate fully with the other (and with any Third Party involved) in the management and deployment of the Staff for the purposes of this Agreement generally.

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23. Health and Safety

The Parties shall at all times comply with their respective obligations under:

- (i) all applicable Legislation in respect of health and safety, and
- (ii) the Authority's reasonable decisions, requirements, policies, orders, instructions, directions or rules relating to health and safety applicable to the Premises, including any modification, extension or replacement of any of them in force for the time being.

24. Non-Solicitation

24.1 XXX REDACTED UNDER SECTION 43 OF FOI

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Charges and Payment

25.1 XXX REDACTED UNDER SECTION 43 OF FOI

26. Indemnity, Limits of Liability, and Warranties

Indemnity

26.1 XXX REDACTED UNDER SECTION 43 OF

Limits of Liability

26.2 XXX REDACTED UNDER SECTION 43 OF FOI

Warranties

Deliverables

26.6 Subject to the provisions of the respective Statement of Works, the Contractor warrants that any Deliverable shall comply in all material respects to the specification set out in that Statement of Works.

26.7 XXX REDACTED UNDER SECTION 43 OF FOI

Services

26.13 The Contractor shall provide the Services in accordance with any applicable Service Levels specified in the respective Statement of Works.

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- 26.14 The Contractor warrants that any Services for which there are no applicable Service Levels shall be provided in accordance with this Agreement and in line with Good Industry Practice.
- 26.15 Unless otherwise specified in the respective Statement of Works, any failure (a "Service Failure") to provide the Services in accordance with either the applicable Service Levels, or the warranty set out at Clause 26.14 above (as the case may be) shall entitle the Authority by written notice, (acting reasonably and proportionately in the circumstances) to:
- (i) XXX REDACTED UNDER SECTION 43 OF FOI

Warranties Generally

- 26.16 The warranties and conditions set out above are in lieu of all other warranties, conditions and other terms, express or implied, all of which are excluded, including, without limitation, those of satisfactory quality, fitness for a particular purpose or reasonable care and skill.
- 26.17 To the extent that an implied warranty cannot be disclaimed, such warranty is limited in duration to the applicable express warranty period.
- 26.18 The Authority's rights and remedies in respect of any breach of warranty are limited to those set out above.

27. Management, Accounting and Audit

- 27.1 The Contractor shall at all times, but only to the extent as is necessary to demonstrate its compliance with its obligations under this Agreement and/or any Statement of Works:
- (i) maintain a full record of any Charges paid, and of any expenditure which has been reimbursed, by the Authority;
 - (ii) provide such facilities as the Authority may reasonably require for its representatives (who shall not be competitors of the Contractor) on reasonable written notice, (and subject to the provisions of Clause 27.4 below) to visit the Contractor's principal place of business in the UK, and to examine and copy all or any part of those records, and
 - (iii) provide such explanation of, or supplementary information about, any such records as the Authority may reasonably require.
- 27.2 For the purposes of the National Audit Act 1983 the Comptroller and Auditor General may examine such documents as he may reasonably require which are owned, held or otherwise within the control of the Contractor and any Subcontractor, and may require the Contractor and any Subcontractor to

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produce such oral or written explanations as he considers necessary. Any examination under Section 6(3)(d) of the National Audit Act 1983 in relation to the Contractor is not a function exercisable under this Agreement.

27.3 Without prejudice to Clause 17.3, the records referred to in this Clause shall be retained for a period of at least XXX REDACTED UNDER SECTION 43 OF FOI after the Contractor's obligations under this Agreement have come to an end.

27.4 Any disclosure of information referred to in this Clause shall be subject to the provisions of Clause 47 (Confidentiality).

27.5 Except where an audit is imposed on the Authority by a Regulatory Body, the Authority may (not more than once in any Contract Year) at any time during the Term on reasonable written notice, XXX REDACTED UNDER SECTION 43 OF FOI following expiry or termination (as the case may be) of the Agreement, conduct an audit or inspection for the purpose of reviewing:

(x) the integrity, confidentiality, and security of the Data, and

(ii) the Contractor's compliance with any Legislation applicable to this Agreement, and with the provisions of Schedule 4 (Security).

27.6 Each Party shall bear its own costs incurred in any such audit and/or inspection.

28. XXX REDACTED UNDER SECTION 43 OF FOI

29. Insurance

29.1 The Contractor shall effect and maintain throughout the Term, with one or more reputable insurers, such policy or policies of insurance, (including self-insurance) as are adequate to cover its prospective liabilities (unless unlimited under Clause 26.1) in connection with, and arising out of, this Agreement.

29.2 At the request of the Authority, the Contractor shall provide the Authority with evidence of its insurance detailing the identity of its insurers, and the cover provided, and any such information shall be treated as Confidential Information in accordance with Clause 47 (Confidentiality).

29.3 The Contractor shall do everything reasonably necessary to maintain any such policy or policies in full effect and shall not without Approval do, allow to be done, or fail to do any act or thing whereby any such policy or policies may be invalidated, or result in the payment of the proceeds of any such policy being restricted or otherwise reduced below payment in full.

30. PROMOTING TAX COMPLIANCE

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- 30.1 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Contractor shall
- (i) notify the Authority in writing of such fact within XXX REDACTED UNDER SECTION 43 OF FOI Business Days of its occurrence; and
- promptly provide to the Authority:
- (i) details of the steps that the Contractor is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - (ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.
- 30.2 In the event that the Contractor fails to comply with this Clause 30 and/or does not provide details of proposed mitigating factors which in the reasonable opinion of the Authority are acceptable, then the Authority reserves the right to terminate this Agreement for material Default.
- 31. INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS**
- 31.1 Where the Contractor or any Contractor Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Agreement, the Contractor shall:
- (i) at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and
 - (ii) indemnify the Authority against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made (whether before or after the making of a demand pursuant to the indemnity hereunder) in connection with the provision of the Services by the Contractor or any Contractor Personnel.
- 31.2 In the event that any one of the Contractor Personnel is a "Worker" as defined by HMRC (see www.gov.uk/employment-status/worker) and that particular Worker is liable to be taxed in the UK in respect of any consideration it receives relating to the Services, then the Contractor shall ensure that its contract with the Worker includes the following requirements:
- (i) that the Worker must comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration;
 - (ii) that the Worker must comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to national insurance contributions in respect of that consideration;

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- (iii) that the Authority may, at any time during the Term, request that the Worker provide information which demonstrates how the Worker complies with the above requirements in Clauses 31.2(i) and (ii), or why those requirements do not apply to it. In such case, the Authority may specify the information which the Worker must provide and the period within which that information must be provided;
 - (iv) that the Worker's contract may be terminated at the Authority's request if:
 - (i) the Worker fails to provide information requested by the Authority within the time specified by the Authority; and/or
 - (ii) the Worker provides information which the Authority considers is inadequate to demonstrate how the Worker complies with the requirements in Clauses 31.2(i) or (ii) or confirms that the Worker is not complying with those requirements; and
 - (v) that the Authority may supply any information it receives from the Worker to HMRC for the purpose of the collection and management of revenue for which they are responsible.

TERMINATION AND EXIT ARRANGEMENTS

32. Default and Termination

32.1 Without prejudice to any right of the Authority to claim damages in respect of any breach of contract by the Contractor, each and any of the following events shall constitute a Default Event on the part of the Contractor, entitling the Authority, at its sole discretion, (and subject to Clauses 33 and 34) to terminate the Agreement and/or a Statement of Works (in whole or in part):

- (i) the Contractor commits a material breach of any undertaking or obligation on its behalf in respect of this Agreement;
- (ii) the Contractor commits a persistent breach of any undertaking or obligation on its part in or pursuant to the Agreement (including a failure to provide the Services and Deliverables) where such breach does not give rise to a right of termination under Clause 32.1(i). Without limiting the generality of the foregoing, it is agreed that a breach will be deemed persistent in relation to the Services and Deliverables if:
 - (a) a breach is repeated with a frequency which is equivalent to, or amounts to a material breach, or
 - (b) a breach is allowed by the Contractor to continue for a duration which is equivalent to, or amounts to a material breach;

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- (iii) any action is taken, or any proceedings are commenced in any court, for the liquidation, winding-up, dissolution or analogous process of, or for the making of an administration order in relation to the Contractor, except for the purposes of any amalgamation or reorganisation, the terms of which have been previously Approved;
- (iv) any proposal is formulated for a moratorium or for any other arrangement with creditors generally, or with any class of creditors of the Contractor, or for any other proceeding or arrangement by which all or any material part of the assets of the Contractor would be submitted to the control of a trustee, debtor in possession, or creditors, or any competent court or governmental authority;
- (v) a trustee, administrator, administrative receiver, receiver, manager or similar officer is appointed in respect of the Contractor, of all or any material part of its assets;
- (vi) all or any material part of the assets of the Contractor are attached or distrained upon or become subject to any order of court or other process;
- (vii) the Contractor is declared insolvent by a competent court or governmental authority, or is unable, or admits its inability, to pay its debts as they fall due, or suspends or proposes to suspend payment of its debts;
- (viii) the Contractor ceases or proposes to cease business, except for the purposes of an amalgamation or reorganisation the terms of which have been Approved (and such Approval shall only be withheld for Security-related reasons);
- (ix) any material governmental or other licence, consent or authority required by the Contractor to enable it to observe or perform any of its obligations under this Agreement, ceases to be in full force and effect;
- (x) the Contractor disposes of the whole or any material part of its assets or undertaking, or there is any change of control of the Contractor (as defined in Section 1124 of the Corporation Tax Act 2010) where such disposal or change of control would, in the reasonable opinion of the Authority, have an adverse Security impact on the Authority, or would otherwise be materially detrimental to the interests of the Authority, or the public interest generally;
- (xi) Not Used;
- (xii) any corrupt gift or payment is made, or offered, to any person, by or on behalf of the Contractor, in connection with this Agreement, or with any other contract with any Crown Body;
or

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- (xii) the Contractor unlawfully discriminates (within the meaning of the applicable Legislation) either directly or indirectly against any person in connection with this Agreement, or any other contract with any Crown body.

32.2 Without prejudice to any other right or remedy available to the Contractor in respect of non-payment of the Charges, the Contractor may terminate this Agreement and/or any Statement of Works (in whole or in part) if the Authority is in breach of its obligations to pay any undisputed Charges by giving the Authority XXX REDACTED UNDER SECTION 43 OF FOI written notice.

33. Rectification

33.1 XXX REDACTED UNDER SECTION 43 OF FOI

34 Termination for Default

34.1 XXX REDACTED UNDER SECTION 43 OF FOI

35. No Fault Termination

35.1 XXX REDACTED UNDER SECTION 43 OF FOI

36. Consequences of Expiry or Termination

36.1 XXX REDACTED UNDER SECTION 43 OF FOI

INTELLECTUAL AND OTHER PROPERTY

37. IPR and Licences

Ownership

37.1 All Intellectual Property Rights in the Authority Material shall remain vested in the respective owners.

37.2 All Intellectual Property Rights in the Contractor Material and the Contractor Processes shall remain vested in the respective owners.

Developed Technology

37.3 XXX REDACTED UNDER SECTION 43 OF FOI

Licences Granted by the Authority

37.7 XXX REDACTED UNDER SECTION 43 OF FOI

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Licences Granted by the Contractor

37.9 XXX REDACTED UNDER SECTION 43 OF FOI

38. Third Party IPR Claims

38.1 Each Party shall use its reasonable efforts to ensure that no Third Party Intellectual Property Rights are infringed in the course of providing the Services and Deliverables, and that any requisite licences, permission or consents to use any such Intellectual Property Rights have been granted, given or obtained for the purposes of this Agreement.

38.2 XXX REDACTED UNDER SECTION 43 OF FOI

INFORMATION ASSURANCE

39. Malicious Software

39.1 XXX REDACTED UNDER SECTION 43 OF FOI

40. Data Protection Act 1988 (DPA) and any successor legislation

40.1 The Parties do not envisage that any Personal Data will be Processed by the Contractor under this Agreement. However, in the event of such Processing, where any Personal Data as defined by the DPA is Processed in connection with the exercise of the Parties' rights and obligations under this Agreement, the Parties acknowledge that the Authority is the Data Controller and that the Contractor is the Data Processor.

40.2 The Contractor shall:

- i. Process the Personal Data only in accordance with instructions from the Authority to perform its obligations under this Agreement;
- ii. ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction, or damage to the Personal Data;
- iii. not disclose or transfer the Personal Data to any third party or Contractor Personnel unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Call Off Contract); For the avoidance of doubt, the foregoing does not preclude the processing of Personal Data to any Contractor owned affiliates to the extent necessary for the provision of the Services;

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- iv. take reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that the Contractor Personnel:
- 40.2.1.1 are aware of and comply with the Contractor's duties under this Clause 40.2
 - 40.2.1.2 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 Authority or as otherwise permitted by this Agreement; and
 - 40.2.1.3. have undergone adequate training in the use, care, protection and handling of personal data (as defined in the DPA);
- v. notify where permissible under applicable and mandatory law, the Authority within XXX REDACTED UNDER SECTION 43 OF FOI Working Days if it receives:
- (a) from a Data Subject (or third party on their behalf) a Data Subject Access Request (or purported Data Subject Access Request) a request to rectify, block or erase any Personal Data or any other request, complaint or communication relating to the Authority's obligations under the DPA;
 - (b) any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data; or
 - (c) 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;
- vi. where permissible and applicable under mandatory law, provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made (as referred to at Clause 40.2(v)), including by promptly providing:
- 1. the Authority with full details and copies of the complaint, communication or request;
 - 2. where applicable, such assistance as is reasonably requested by the Authority to enable the Authority to comply with the Data Subject Access Request within the relevant timescale as set out in the DPA; and
 - 3. the Authority, on request by the Authority, with any Personal Data it holds in relation to a Data Subject; and
- (vii) if requested by the Authority, provide a written description of the measures that has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to this Clause 40.20.

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- 40.3 The Contractor shall not Process or otherwise transfer any Personal Data in or to any country outside the United Kingdom or any country which is not determined to be adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC (together "**Restricted Countries**"). If, after the Call Off Commencement Date, the Contractor or any Subcontractor wishes to Process and/or transfer any Personal Data in or to any outside the European Economic Area, the following provisions shall apply:
- (i) the Contractor shall propose a Variation to the Authority which, if it is agreed by the Authority, shall be dealt with in accordance with the Variation Procedure and Clauses 42;
 - (ii) the Contractor shall set out in its proposal to the Authority for a Variation details of the following:
 - a) the Personal Data which will be transferred to and/or Processed in or to any Restricted Countries;
 - b) the Restricted Countries to which the Personal Data will be transferred and/or Processed; and
 - c) any Subcontractors or other third parties who will be Processing and/or receiving Personal Data in Restricted Countries;
 - d) how the Contractor will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Authority's compliance with the DPA;
 - (iii) in providing and evaluating the Variation, the Parties shall ensure that they have regard to and comply with then-current Authority, Central Government Bodies and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data to any Restricted Countries; and
 - (iv) the Contractor shall comply with such other instructions and shall carry out such other actions as the Authority may reasonably notify in writing, including:
 - a) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the DPA) into this Agreement or a separate data processing agreement between the Parties; and
 - b) procuring that any Subcontractor or other third party who will be Processing and/or receiving or accessing the Personal Data in any Restricted Countries enters into a direct data processing agreement with the Supplier in which case

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the Contractor acknowledges may include the incorporation of model contract provisions (which are approved by the European Commission as offering adequate safeguards under the DPA) and technical and organisation measures which the Authority deems necessary for the purpose of protecting Personal Data.

40.4 The Contractor shall use its reasonable endeavours to assist the Authority to comply with any obligations under the DPA and shall not perform its obligations under this Agreement in such a way as to cause the Authority to breach any of the Authority's obligations under the DPA to the extent the Contractor is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

41. Freedom of Information and Environmental Information Regulations

41.1 The Contractor acknowledges that the Authority is subject to the requirements of the Freedom of Information Act ("FOIA") and the Environmental Information Regulations ("EIRs"). The Contractor shall:

- (i) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its Information disclosure obligations under the FOIA and EIRs;
- (ii) transfer to the Authority all Requests for Information relating to this Agreement or any Statement of Works that it receives as soon as practicable and in any event within XXX REDACTED UNDER SECTION 43 OF FOI Business Days of receipt;
- (iii) provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires XXX REDACTED UNDER SECTION 43 OF FOI Working Days (or such other period as the Customer may reasonably specify) of the Authority's request for such Information; and
- (iv) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

41.2 The Contractor acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information [(including Commercially Sensitive Information)] without consulting or obtaining consent from the Contractor. The Authority shall take reasonable steps to notify the Contractor of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so [and shall, where it is possible to do so, take into consideration any request from the Contractor to protect Commercially Sensitive Information.]

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However (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any [Commercially Sensitive Information and/or any other] information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

42. Notices

- 42.1. Any notice required to be given under this Agreement or in connection with the matters contemplated by it shall, except where otherwise specifically provided, be in writing.
- 42.2 Any such notice shall be sent by one Party to the other's Representative, at the address set out at Annex G to Schedule 2, and:
- (i) personally delivered, in which case it shall be deemed to have been given upon delivery at the relevant address; or
 - (ii) if within the United Kingdom, sent by first class pre-paid post, in which case it shall be deemed to have been given XXX REDACTED UNDER SECTION 43 OF FOI Business Days after the date of posting; or
 - (iii) if from or to any place outside the United Kingdom, sent by pre-paid priority airmail, in which case it shall be deemed to have been given XXX REDACTED UNDER SECTION 43 OF FOI Business Days after the date of posting, or
 - (iv) sent by facsimile, in which case it shall be deemed to have been given when despatched, subject to confirmation of uninterrupted transmission by a transmission report.
- 42.3 Where any notice is in fact delivered after 5.30 p.m. on a Business Day, or at any time on a day which is not a Business Day, then it shall be deemed to be given on the next Business Day.
- 42.4 Routine communications relating to this Agreement generally, or to any Statement of Works in particular, may be conducted by e-mail, but any communication by email shall not amount to, or be construed as, written notice for the purposes of this Clause 42.

GOVERNANCE, CHANGE CONTROL and DISPUTE RESOLUTION

43. Governance

The Parties shall establish and maintain the governance bodies and processes described at Schedule 5 (Governance).

44. Change Control

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- 44.1 At any time during the Term, either Party may propose any Contract Change or Task Change in accordance with the Change Control Procedure set out in Schedule 6.
- 44.2 Any such proposal shall be submitted in writing in the form set out at Annex A to Schedule 6 ("Contract Change Notice").
- 44.3 The Parties may at any time agree in writing, signed by their respective Representatives, any Minor Change.

45. Dispute Resolution

- 45.1 The Parties shall seek in good faith to resolve any Dispute arising out of or in connection with this Agreement in accordance with the Dispute Resolution Procedure set out at Schedule 7.
- 45.2 Each Party shall, as far as reasonably practicable, continue to fulfil its obligations in accordance with this Agreement regardless of any Dispute.

SECURITY AND CONFIDENTIALITY

46. Security

- 46.1 The Contractor shall comply, and shall procure the compliance of any Subcontractor and Contractor Personnel, with the Security requirements set out at Schedule 4 (Security).
- 46.2 The Authority shall as soon as reasonably practicable notify the Contractor of any actual or prospective change to the Security requirements.
- 46.3 XXX REDACTED UNDER SECTION 43 OF FOI

47. Confidentiality

- 47.1 For the purposes of this Clause 47 the term "**Disclosing Party**" shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and "**Recipient**" shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 47.2 Except to the extent set out in this Clause 47 or where disclosure is expressly permitted elsewhere in this Agreement, the Recipient shall:
- (i) treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and

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- (ii) not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Agreement or without obtaining the owner's prior written consent;
- (iii) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Agreement; and
- (iv) immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.

47.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:

- (i) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 41 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;
- (ii) the need for such disclosure arises out of or in connection with:
 - (a) any legal challenge or potential legal challenge against the Authority arising out of or in connection with this 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 Services provided under this Agreement; or
 - (c) the conduct of a Central Government Body review in respect of this Agreement; or
- (iii) the Recipient has reasonable grounds to believe that the Disclosing 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.

47.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

47.5 Subject to Clauses 47.3 and 47.7, the Contractor may only disclose the Confidential Information of the Authority on a confidential basis to:

- (i) Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Contractor's obligations under this Agreement; and
- (ii) its professional advisers for the purposes of obtaining advice in relation to this Agreement.

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47.6 Where the Contractor discloses Confidential Information of the Authority pursuant to Clause 47.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Agreement by the persons to whom disclosure has been made.

47.7 The Authority may disclose the Confidential Information of the Contractor:

- (i) to any Central Government Body on the basis that the information may only be further disclosed to Central Government Bodies;
- (ii) to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
- (iii) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (iv) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 47.7(i) (including any benchmarking organisation) for any purpose relating to or connected with this Agreement;
- (v) on a confidential basis for the purpose of the exercise of its rights under this Agreement; or
- (vi) to a proposed transferee, assignee or novatee of, or successor in title to the Authority,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this Clause 47.

47.8 Nothing in this Clause 47 shall prevent a Recipient from using any techniques, ideas or know-how which it has generated, developed, or gained during the performance of this Call Off Contract in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

AUTHORITY MANDATORY TERMS

48. Prevention of Fraud

48.1 The Authority places the utmost importance on the need to prevent fraud and irregularity in the delivery of this Agreement. Contractors and sub-contractors are required to:

- (i) have an established system that enables Contractor and sub-contractor staff to report inappropriate behaviour by colleagues in respect of contract performance claims;
- (ii) ensure that Contractor or sub-contractors performance management systems do not encourage individual staff to make false claims regarding achievement of contract performance targets;
- (iii) ensure a segregation of duties within the Contractor's or sub-contractors operation between those employees directly involved in delivering the service/goods performance and those reporting achievement of contract performance to the Authority;

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- (iv) ensure that an audit system is implemented to provide periodic checks, as a minimum at six (6) monthly intervals, to ensure effective and accurate recording and reporting of contract performance.
- 48.2 The Contractor shall use its best endeavours to safeguard the Authority's funding of this Agreement against fraud generally and, in particular, fraud on the part of the Contractor's directors, employees or sub-contractors. The Contractor shall pay the utmost regard to safeguarding public funds against misleading claims for payment and shall notify the Authority promptly if it has reason to suspect that any serious irregularity or fraud has occurred or is occurring.
- 48.3 If the Contractor, its Staff or its sub-contractors commits Fraud in relation to this contract with the Crown (including the Authority) the Authority may:
- (i) terminate the Contract and recover from the Contractor the amount of any direct loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period; or
 - (ii) recover in full from the Contractor any other loss sustained by the Authority in consequence of a material breach of this clause.
- 48.4 Any act of fraud committed by the Contractor or a Subcontractor providing Services under this Agreement shall entitle the Authority to terminate this Agreement, and any other contract the Authority has with the Contractor, by serving written notice on the Contractor.
- 48.5 If the Authority finds that the Contractor has deliberately submitted false claims for Contract payments with the knowledge of its senior officers the Authority will be entitled to terminate this Contract, or any other contract the Authority has with the Contractor, with immediate effect.
- 48.6 In this Section 48 "**Fraud**" means any offence under laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Crown; and "**Staff**" mean all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor's servants, agents, suppliers and Subcontractors used in the performance of its obligations under the Contract.

49. Prevention of Bribery and Corruption

- 49.1 The Contractor shall not, and shall procure that any Staff shall not:
- 49.1.1 commit any of the prohibited acts listed in this clause c) in relation to the prevention of bribery. For the purposes of this clause, a prohibited act is committed when the Provider or any Staff:
- (i) directly or indirectly offers, promises or gives any person working for or engaged by the Authority a financial or other advantage to:
 - a. induce that person to perform improperly a relevant function or activity; or
 - b. reward that person for improper performance of a relevant function or activity;
 - (ii) directly or indirectly requests, agrees to receive or accepts any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
 - (iii) commits any offence:

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- a. under the Bribery Act 2010;
 - b. under legislation creating offences concerning fraudulent acts;
 - c. at common law concerning fraudulent acts relating to this Agreement; or
 - d. defrauding, attempting to defraud or conspiring to defraud the Authority.
- 49.2 The Contractor is not aware of any financial or other advantage being given to any person working for or engaged by the Authority, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Authority before execution of this Agreement.
- 49.3 If any breach of Section 49.1 or 49.2 becomes known, the Contractor must notify the Authority upon request.
- 49.4 The Contractor shall have an anti-bribery policy which prevents any Staff from committing any prohibited acts as in Section 49.1, a copy of this shall be provided to the Authority upon request.
- 49.5 The Contractor shall if requested, provide the Authority with any reasonable assistance, at the Authority's reasonable cost, to enable the Authority to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010;
- 49.6 If the Contractor notifies the Authority that it knows that there may be a breach of Section 49.1 or 49.2, the Contractor must respond promptly to the Authority's reasonable enquiries, co-operate with any investigation, and allow the Authority to audit books, records and any other relevant documentation.
- 49.7 If the Contractor, its Staff or anyone acting on the Contractor's behalf engages in conduct prohibited by Sections 49.1 or 49.2, the Authority may;
- (i) terminate this Agreement and recover from the Contractor the amount of any Loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority throughout the remainder of this Agreement; or
 - (ii) recover in full from the Contractor any direct loss sustained by the Authority in consequence of any breach of those clauses.
- 49.8 Despite clause 37 (Dispute Resolution), any dispute relating to:
- (i) the interpretation of Section 49.1; or
 - (ii) the amount or value of any gift, consideration or commission, shall be determined by the Authority and its decision shall be final and conclusive.
- 49.9 Any termination under Section 49.7 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Authority.
- 49.10 In exercising its rights or remedies under Section 49.7, the Authority shall:
- (i) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identify of, the person performing the conduct prohibited by Sections 49.1 or 49.2;
 - (ii) give all due consideration, where appropriate, to action other than termination of the contract.

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49.11 In this Section 49 "**Bribery Act 2010**" means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation; and "**Staff**" mean all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor's servants, agents, suppliers and Subcontractors used in the performance of its obligations under the Contract.

50. Administration and Liquidation

50.1 In the event the Contractor is put into Liquidation or this Agreement is terminated by the Authority pursuant to the provisions of this Agreement relating to termination on insolvency, the Contractor (or a liquidator or provisional liquidator acting on behalf of the Contractor) shall at its own cost and at no cost to the Authority;

- (i) conduct a full and thorough search for any electronic and paper records held by the Contractor which contain Authority Data and Participant Data; in accordance with the Authority instructions;
- (ii) return all such records to the Authority in accordance with their instructions;
- (iii) permanently destroy all copies of any relevant electronic records; and
- (iv) provide written confirmation to the Authority that the actions outlined above in this paragraph have been completed.

50.2 In the event of a Subcontractor of the Contractor being in liquidation then it is the responsibility of the Contractor to recover records held by the Subcontractor and provide assurance to the Authority that they have been recovered, in so far as is reasonably practicable.

50.3 In the event the Contractor is put into Administration the Authority will work closely with the Administrator to ensure the Contractor is able to maintain Authority records they have created and held and maintain these standards in the safekeeping of Authority information, i.e. these records must be stored in accordance with Authority information assurance and HMG Cabinet Office information security standards.

50.4 Whilst in Administration the duty of the Administrator is to help the Contractor trade. This may involve the Administrator seeking an organisation to buy up the Contractor. The assignment or novation of this contract to new ownership is not automatic and the Authority must be consulted and prior approval obtained.

50.5 In this Section 50 "**Administration**" means a rescue mechanism under the Insolvency Act 1986 where a company may be rescued or reorganised or its assets realised under the protection of a statutory moratorium. The company is put into Administration and an Administrator is appointed; and "**Liquidation**" means the appointment of a Liquidator who collects in and distributes the company's assets and dissolves the company. The company can also be put into provisional Liquidation before a final winding up order is granted.

51. Corporate Social Responsibility

51. The Contractor acknowledges that the Authority must at all times be seen to be actively promoting sustainable development through its environmental, social and economic responsibilities. The Contractor empowers social change agents with technology and expertise. Details of the Contractor's corporate social responsibility initiatives can be viewed here: <https://www.cisco.com/c/en/us/about/csr.html>.

52. Finance Act

The Contractor shall comply with the provisions of section 182 of the Finance Act 1989.

OFFICIAL

53. Governing Law and Jurisdiction

- 53.1 This Agreement shall be governed by, and construed in accordance with the law of England and Wales, and the Parties irrevocably submit, but without prejudice to the provisions of Schedule 7 (Dispute Resolution Procedure) to the jurisdiction of the English and Welsh Courts.
- 53.2 The Contractor will comply with the provisions of all mandatory relevant United Kingdom legislation as applicable to the Contractor's provision of Services under this Agreement.

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

Signed

For and on behalf of the **Department for Work and Pensions** (the "**Authority**")

Print Name: (FOI Section 40) REDACTED

Title:

Date:

Signed

For and on behalf of **Cisco International Limited** (the "**Contractor**")

Print Name: (FOI Section 40) REDACTED

Title:

Date:

Schedule 1

Definitions and Interpretation

1. Defined Terms

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

“Acceptance”, “Accept”, “Accepted”	refer to any process, agreed and specified in the respective Statement of Works, by which the Authority shall indicate its acceptance for use or implementation of any Deliverable supplied by the Contractor, and Acceptance Procedures, Acceptance Criteria, Acceptance Tests, and Acceptance Testing shall be construed accordingly;
“Additional Services”	means any services other than the Services provided by the Contractor to the Authority under this Agreement; in accordance with Clause 2.2
“Affiliate”	means, in relation to the Contractor, (i) any other entity which directly or indirectly controls, is controlled by, or is under direct or indirect common control with, the Contractor and (ii) any Subcontractor;
“Amenities”	means facilities provided by the Authority within the Premises including, lighting, photocopiers, computers, faxes and telephones, and IT networks.
“Approval” “Approve”, “Approved”	refer to the Authority's prior written approval, permission, or consent.
“Authority Material”	means any IPR, Pre-Existing Technology, Confidential Information, know-how, knowledge, software, Documentation, or other material that is owned by or licensed (by any person other than the Contractor) to the Authority, and which is used or involved in the course of this Agreement;
“Authority Personnel”	

	means any individual, other than Contractor Personnel, employed or engaged by the Authority in any activity directly related to this Agreement;
"Business Day"	means any day (excluding Saturdays, Sundays and Bank Holidays in England and Wales) on which banks are open for normal business in London;
"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
"Change"	means any amendment or variation (other than a Minor Change) of either the Agreement (a "Contract Change") or limited to a Task (a "Task Change"), processed in accordance with the Change Control Procedure;
"Change Advisory Board" (or "CAB")	means the designated body which is responsible for approving any proposed Change, which, unless the Parties agree otherwise in writing, shall be the Contract Management Board;
"Change Control Procedure" (or "CCP")	means the procedure by which any Change shall be effected, as described at Schedule 6;
"CCP Service"	means the Service provided in accordance with Schedule 6;
"Change Request"	shall have the meaning set out in Schedule 6;
"Charges"	means the charges specified in Schedule 3 which are payable by the Authority to the Contractor;
"Clearance"	means the Security clearance ascribed to an individual by the Authority, or by any agent authorised for that purpose by the Authority, being Baseline Standard (BS), Counter Terrorist

Check (CTC), Security Check (SC), and Developed Vetting (DV) with, where specified, any requisite STRAP designation, (and "Cleared " and "Cleared Individual" shall be construed accordingly);

means the date first shown above, on which the Agreement shall become effective;

"Commencement Date"

"Commercially Sensitive Information"

means information of a commercially sensitive nature relating to (a) the pricing of the Services, (b) details of the Contractor's IPR's and (c) the Contractor's business and investment plans, which the Contractor has indicated to the Authority that, if disclosed by the Authority, would cause the Contractor significant commercial disadvantage or material financial loss;

"Confidential Information"

means any information or data disclosed in confidence by one Party to another in accordance with this Agreement, **including** any Security and intelligence, commercial, policy, financial, technical, scientific, operational, personnel, personal, property, and other information, (and any copy of such information), whether or not marked or designated as "confidential", which ought reasonably to be considered as confidential, **except** any information which:

(a) at the time of disclosure, is already public knowledge, or subsequently becomes public knowledge, other than by way of any breach of this Agreement, or

(b) prior to the disclosure, was not subject to any confidentiality obligation of any sort, or

(c) is properly disclosed under any legal requirement to a designated court, regulatory or other body, (including any requisite disclosure under the Environmental Information Regulations) or

(d) prior to the disclosure, had already been generated by, or was otherwise known by, the recipient;

"Contractor"	means Cisco International Limited;
"Contract Change Notice" (or "CCN")	means a notice, in the form set out at Annex A to Schedule 6, relating to a Change;
"Contract Management Board" or "CMB"	means the governance body described at Schedule 5.
"Contractor Material"	means any Contractor Intellectual Property, Pre-Existing Technology, Confidential Information, know-how, knowledge, software, Documentation, or other material which is owned by or licensed (by any person other than the Authority) to the Contractor, and which is used or involved in the course of this Agreement or which is otherwise developed by Contractor outside the scope of this Agreement;
"Contractor Personnel"	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Subcontractor engaged in the performance of the Contractor's obligations under this Agreement;
"Contractor Processes"	means any of the Contractor's business, production and development processes which are used or involved in provision of the Services or any Deliverable;
"Contractor Intellectual Property"	means any Intellectual Property in and to the Services, Products, Deliverables, Data Collection Tools, Reports, Scripts, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology provided or developed by the Contractor (or a Third Party acting on the Contractor's behalf) pursuant to this Agreement, including modifications, enhancements, improvements or derivative works of any of the foregoing, regardless of who first conceives or reduces to practice, and all Intellectual Property Rights in any of the foregoing ;

"Contract Year"	means a period of 12 Months, starting on the first, and each subsequent, anniversary of the Commencement Date;
"Crown Body"	means any department, office or agency of the Crown;
"Data"	means any data, statistics or information in relation to the Agreement, which is generated and kept during the Term by the Contractor (excluding the Contractor's internal notes and memoranda), or by the Authority, or any Subcontractor, or is supplied to the Contractor by or on behalf of the Authority;
"Default Event"	means any of the events listed at Clause 30, and "Default" shall be construed accordingly;
"Defect" and "Defective"	refer to any material defect in a Deliverable;
"Deliverable"	<p>means, with respect to each AS Service Description and/or Statement of Works, the items to be delivered by the Contractor to the Authority as set out in an applicable AS Service Description and/or Statement of Works, including any:</p> <ol style="list-style-type: none"> 1. Software, 2. Reports, 3. Hardware and/or Software Configuration Guides, Parameters, and details, 4. Design documentation, 5. Scripts; <p>(and "Delivery", "Deliver" and "Delivered" shall be construed accordingly);</p>
"Developed Technology"	means any bespoke Software, Reports and/or Scripts developed by the Contractor (or a Third Party acting on the Contractor's behalf) for the Authority's use pursuant to this Agreement and the relevant Statement of Works. Developed Technology does not include any Contractor Material, or Updates or upgrades thereto, any new or different configuration of Products, or any Intellectual Property Rights in or to any of the foregoing.

“Dispute”	means any dispute or difference between the Authority, the Contractor and any Subcontractor arising out of or in connection with this Agreement, at any time during the Term or after expiry or termination of this Agreement;
“Dispute Resolution”	means the procedure set out at Schedule 7 by which the Parties shall seek to settle any Dispute;
“Documentation”	means any user manuals, training materials, Product descriptions and specifications, technical manuals, licence agreements, supporting materials, and other information, in whatever format and media, relating to the Agreement;
“Environmental Information Regulations”	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practise issued by the Information Commissioner or relevant Government Department in relation to such regulations;
“Expiry Date”	means midnight on the day on which the Agreement will expire, which shall be the fifth anniversary of the Commencement Date, unless the Agreement is extended or terminated;
“General Anti-Abuse Rule”	means: (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
“Good Industry Practice”	means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in England and Wales in providing services equivalent to or comparable with the Services, acting in good faith and with sufficient financial resources to perform its obligations under this Agreement;

"Halifax Abuse Principle"	means the principle explained in the CJEU Case C-255/02 Halifax and others;
"ICT"	means information and communications technology;
"ICT Environment"	means the Authority's computing environment (consisting of its hardware, software, telecommunications networks and systems and associated equipment) and the Contractor's like systems to the extent that they interface with the Authority's computing environment for the purposes of this Agreement;
"Intellectual Property Rights and "IPR"	means patents, rights in inventions, trade marks, service marks and trade or business names, and copyright, moral, data base, know-how, and design rights, and pending applications for any of the above rights, and all other similar or equivalent rights, whether capable of registration or not in any country, including England and Wales;
"Key Personnel"	means any individuals, identified for that purpose, whose involvement in provision of the Services is considered essential;
"Key Subcontract"	Means each Subcontract with a Key Subcontractor;
"Key Subcontractor"	means any Sub-contractor: (a) which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or (b) with a Sub-contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the applicable Statement of Work.

“Legislation”	means any applicable Act of Parliament or subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, and any enforceable community right within the meaning of the European Communities Act 1972;
“Malicious Software”	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on or to program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether introduced wilfully, negligently or without knowledge of its existence;
“Minor Change”	means any minor amendment or variation to the Agreement, which the Parties agree would have no material effect on the Charges or on provision of the Services;
“Month”	means a calendar month;
“Occasion of Tax Non-Compliance”	means any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or (b) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion;
“Parties”	means the Authority and the Contractor, and “Party” shall mean either of them;
“Pre-Existing Technology”	means Intellectual Property Rights, Confidential Information and materials, including proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier

codes or other technology that are owned by, or licensed to a Party prior to commencement of any Services, or that are otherwise developed by or for such Party outside the scope of this Agreement

"Premises"

means those premises at which the business operations of the Authority are carried out, including for the absence of doubt, information technology datacentres and other outsourced operations centres provided on a service basis or leased or rented for these purposes by the Authority or its agents;

"Product"

means any of the Contractor's hardware or software products which are generally made available to the Contractor's customers;

"Product Licence"

means any licence granted by the Contractor to the Authority in respect of a Product, and incorporated (at Annex D to Schedule 2) into this Agreement;

"Rectification Notice"

means a written notice served by the Authority on the Contractor in accordance with Clause 31;

"Regulatory Body"

means any government departments and agencies, and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are empowered to regulate, investigate, or influence the matters dealt with in this Agreement, or either Party generally;

"Relevant Tax Authority"

means HMRC or, if applicable, a tax authority in the jurisdiction in which the Contractor is established;

"Representative"

means each Party's nominated representative, identified at Annex G to Schedule 2;

"Request for Information"	means a request from a Third Party for information in accordance with either the Environmental Information Regulations or FoIA;
"Security"	means all aspects of physical, documentary, information, personnel and other security as set out in Schedule 4;
"Security Plan"	means any plan set out at Annex A to Schedule 4;
"Security Policy"	means the Authority's Security policy, as described at Schedule 4;
"Services"	means the services which the Contractor shall provide in accordance with this Agreement;
"Service Levels"	means any agreed levels of service applicable to particular Services;
"Site"	means any premises (other than the Premises) at or from which the Services are provided, or from which the Contractor manages, controls, or otherwise directs provision of the Services;
"Staff"	means the Contractor Personnel and the Authority Personnel;
"Staff Vetting Procedure"	means the procedure for Clearing individuals, as described at Schedule 4;
"Subcontract"	means any contract (other than the Agreement) under which any person (other than the Contractor) is engaged in providing any part of the Services or any Deliverable on behalf of the Contractor;
"Subcontractor"	means any party (other than the Contractor) to a Subcontract;
"Task", "Tasking", "Tasked", and "Tasking Procedure"	refer to the process by which the Authority shall order the provision of particular Services and Deliverables, as described at Annex B to Schedule 2;

“Statement of Works”	means the agreed, written order form, setting out a particular Task;
“Task Change”	means an amendment or variation of a particular Task, agreed in writing by the Parties’ respective delegates in accordance with Schedule 6;
“Term”	means the period during which the Agreement shall be effective;
“Termination Notice”	means a notice served in accordance with either Clause 32 (Termination for Default) or Clause 33 (No Fault Termination);
“Termination Date”	means midnight on the date specified for that purpose in a Termination Notice, on which this Agreement would terminate;
“Test”, “Testing” and “Tested”	refer to the testing of a Deliverable in accordance with the respective Statement of Works;
“Third Party”	means any person, including for this purpose a Crown Body, which is not a Party;
“TUPE”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006, as subsequently amended, or any successor Legislation;
“VAT”	means Value Added Tax as described in the Value Added Tax Act 1994;

1.2 Construction of Certain References

In this Agreement unless the context otherwise requires, references to:

1. words and phrases the definitions of which are contained or referred to in the Companies Act 2006 shall be construed as having the meanings so attributed to them;
2. a "person" include any individual, company, corporation, firm partnership, joint venture, association, organisation or trust (in each case, whether or not having separate legal personality);
3. statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions from time to time and shall include references to any provisions of which they are re-enactments (whether with or without modification);
4. "this Agreement" or to any other agreement or document referred to in this Agreement mean this contract or such other agreement or document as amended, varied, supplemented, modified or novated from time to time, and includes the Schedules;
5. Clauses and Schedules are references to Clauses of and Schedules to this Agreement and references to Sub-Clauses or paragraphs are, unless otherwise stated, references to Sub-Clauses or paragraphs of the Clause or Schedule in which the reference appears;
6. any document being in agreed terms are to that document in the form signed, or initialled, by, or on behalf of, the Parties for identification;
7. writing shall include typewriting, printing, lithography, photography and other modes of representing or reproducing words in a legible form other than writing on an electronic display screen or similar device;
8. the singular include the plural, and references to the plural include the singular; and references to the male include the female, and references to the female include the male, and the words "including" "included" and "includes" shall be read and construed as if they were immediately followed by the words "but without limitation", and

9. the Parties include their respective permitted assignees.

1.3 Headings

The headings and sub-headings are for ease of reference only and shall not affect the interpretation of Clauses and Schedules of this Agreement.

1.4 Priority

In the event, and to the extent of, any conflict or ambiguity between any of the provisions of this Agreement, the provisions shall have the following priority:

1. any special terms specified in a Statement of Works;
2. the Clauses;
3. Schedule 4 (Security Policy) and
4. the remaining Schedules.

Schedule 2

The Services

This Schedule comprises:

Annex A - Services Description

Annex B - Tasking Procedure

Annex C -- [Spare]

Annex D -- Product Licences

Annex E -- [Spare]

Annex F -- [Spare]

Annex G -- Representatives and Key Personnel

Annex H -- Approved Subcontractors

Annex A to Schedule 2

Services Description

1. The Services listed as Advanced Services available at
<http://www.cisco.com/go/servicedescriptions>

Tasking Procedure

Purchase Orders

- 1.1.1.1 The Authority shall, upon and subject to credit approval by the Contractor, initiate the Tasking Procedure by issuing a Purchase Order. Each Purchase Order must be signed, if requested by the Contractor, or (in the case of electronic transmission) sent, by an authorized representative, indicating the specific Services, quantity, price, total purchase price, shipping instructions, requested delivery dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, contract reference if any, and any other special instructions.
- 1.1.1.2 No contingency contained on any Purchase Order shall be binding upon the Contractor. The terms of this Agreement shall apply, regardless of any additional or conflicting terms on any Purchase Order or other correspondence or documentation submitted by the Authority to the Contractor, and any such additional or conflicting terms are deemed rejected by the Contractor.
- 1.1.1.3 Each Purchase Order requires the following information to ensure successful acceptance by the Contractor.

Contractor details

CISCO INTERNATIONAL LIMITED
XXX REDACTED UNDER SECTION 40 OF FOI

Authority Details

Customer Name and Address
Delivery Address
Order date

REDACTED under FOI Section 43(2)

Appendix A to Annex B to Schedule 2

TASKING FORM.

To:		From:	
Framework Contract No:		Unique Task No:	
Title of Task:		New Task:	Yes/No
Date Issued:		Amendment No:	
<u>PART 1.</u> To be completed by the Authority.			
Description of Task:			
Point of Contact:			
Deliver by Date:			
Priority / Routine:			
Authority Representative:			
Name:			
Date:			

PART 2. To be completed by the Contractor

TF1 Description:		Cost:	
Validity of Offer:		Total Cost:	
Delivery Date:			
Contractor Representative:			
Name :		Position :	
Signature :		Date :	

PART 3. Authority to Issue Offer of Task.			
<p>The Contractor is hereby invited to accept the Authority's offer to undertake the Requirement detailed above at Part 1 for the Firm Price provided at Part 2 up to the total value of £XXX in accordance with the Terms and Conditions of Framework Contract No XXXXXXXX dated XX/XX/XX.</p>			
Task XXX Purchase order number:			
Authority Representative			
Name:			
Signature:		Date:	

Note: Any work put in hand prior to the Authority's full endorsement at Part 3 above shall be done entirely at the Contractor's own commercial risk.

Annex C to Schedule 2

[Spare]

Annex D to Schedule 2

Product Licences

Cisco EULA

<https://www.cisco.com/c/en/us/products/end-user-license-agreement.pdf>

Annex E to Schedule 2

[Spare]

Annex F to Schedule 2

[Spare]

Annex G to Schedule 2
Representatives and Key Personnel

Role	Name	Contact Details

Annex H to Schedule 2

Approved Sub-Contractors

Subcontractor name and address	Registered address and company number	Description of the Deliverable/Services to be provided

Approved Key Sub-Contractors

Subcontractor name and address	Registered address and company number	Description of the Deliverable/Services to be provided

Schedule 3

Charges and Invoicing

Introduction

- 1.1 This Schedule sets out the payment terms and invoicing procedure for the purposes of this Agreement.
- 1.2 The Value for Money arrangements are at Annex A.
- 1.3 The invoicing procedure is at Annex B.

Payment Terms

- 1.4 The Authority shall pay the Contractor in accordance with:
 - any Milestones specified in the respective Statement of Works, and
 - the provisions of this Schedule, and
 - the invoicing procedure set out at Annex B to this Schedule.

Time and Materials

- 1.6 XXX REDACTED UNDER SECTION 43 OF FOI

Milestones

- 1.7 XXX REDACTED UNDER SECTION 43 OF FOI

Final Payment Sums

- 1.8 XXX REDACTED UNDER SECTION 43 OF FOI

ANNEX A TO SCHEDULE 3

VALUE FOR MONEY

- Each Party shall co-operate with the other, and with any other person involved, in any informal Value for Money (VFM) exercise which either Party may reasonably require at any time (though no more than once in any Contract Year) during the Term.
- The annual VFM exercise shall be conducted at each party's expense and shall involve comparison of all or any part of the financial arrangements set out in this Agreement with comparable arrangements which the Authority has in place with:
 - other contractors, and
 - with the Contractor under other contracts.
- The Parties shall together conduct an Annual VFM Review, (in addition to any VFM exercise described above) during which they shall consider the scope for any financial and related efficiency savings.
- Any agreed adjustment to the financial arrangements which are identified in the course of any VFM exercise or an Annual VFM Review, shall be effected as a Task or Contract Change (as the case may be) in accordance with the Change Control Procedure. Any such adjustment shall not have any retrospective effect.

ANNEX B TO SCHEDULE 3

Invoice Details

Information on each Invoice

1. Invoices should be submitted to the addresses detailed below.

Department for Work and Pensions
PO Box 406
SSCL
Phoenix House,
Celtic Springs Business Park
Newport
NP10 8FZ

Contact details – REDACTED (FOI Section 40)

All unstructured e-invoices sent via email will also need to adhere to the following guidelines to ensure processing of your invoice.

- All files/invoices must be in PDF format
- One PDF per invoice – all supporting documentation must be included within this PDF.
 - Do not attach additional/separate supporting documentation as a separate file
- Multiple invoices can be attached to one email but each invoice must be in a separate PDF (and no additional supporting files).
- The email address above is for the submission of invoices only.

Any queries about invoices should be sent to:

Contact details – REDACTED (FOI Section 40)

REDACTED under Section 43(2)

Disputed Invoices

1. Any undisputed invoice shall be paid within thirty (30) days of the date of invoice by the Authority.
2. The Authority shall, as soon as reasonably practicable, notify the Contractor of any disputed invoice, and shall return the invoice to the Contractor unpaid within twenty calendar days of receipt, along with a covering statement explaining the reason for non-payment.
3. Unless otherwise agreed in writing, the Authority shall not part-pay any invoice which comprises a mixture of undisputed and disputed Charges.
4. The Contractor shall, within one week of the return of a disputed invoice, indicate in writing whether or not it accepts the Authority's reason for non-payment.
5. If the reason is accepted, the Contractor shall submit an appropriate replacement invoice.

6. If the reason is not accepted, then the matter shall be dealt with as a Dispute in accordance with the Dispute Resolution Procedure set out at Schedule 7.
7. Without prejudice to the Dispute Resolution Procedure, the Contractor may, at its discretion, submit a replacement invoice in respect of any undisputed Charges, which shall be paid in accordance with this Annex.

BACS

8. The Authority shall pay any valid invoice, via BACS, directly into the Contractor's nominated bank account.
9. The Contractor shall provide the requisite Bill Paying Authority to the Authority in advance of the submission of any invoice, setting out the name and address of the nominated bank, the sort code, and account number.

SCHEDULE 4: SECURITY

1. DEFINITIONS

1.1 In this Schedule 4, the following definitions shall apply:

"Authority Data"

means:

- a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Authority's Confidential Information, and which:
 - i) are supplied to the Supplier by or on behalf of the Authority; or
 - ii) the Supplier is required to generate, process, store or transmit pursuant to this Call Off Contract; or
- b) any Personal Data for which the Authority is the Data Controller;

"Baseline Security Requirements"

means those requirements outlined in Annex 1 of this Schedule 4;

"Breach of Security"

means the occurrence of:

- a) any unauthorised access to or use of the Services, the Sites, the ICT Environment and/or any ICT, information or data (including the Confidential Information and the AuthorityData) used by the Authorityand/or the Contractorin connection with this Agreement; and/or
- b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Authority Data), including any copies of such information or data, used by the Authority and/or the Contractor in connection with thisAgreement;

in either case as more particularly set out in:

- (1) the Baseline Security Requirements in Annex 1 to this Schedule 4;

"Data Controller"

has the meaning given to it in the Data Protection Act 1998, as amended from time to time;

"ISMS"

the information security management system developed by the Contractor in accordance with paragraph 2 (ISMS) as updated from time to time in accordance with this Schedule 4

"Personal Data"

has the meaning given to it in the Data Protection Act 1998;

"Security Policy Framework"

the HMG Security Policy Framework <https://www.gov.uk/government/publications/security-policy-framework>; and

"Security Tests"

has the meaning given in paragraph **Error! Reference source not found.6.4** of this Schedule (Testing of the ISMS).

"Security Aspects Letter" or "SAL"

This defines which aspects contract or Statement of Works are to be marked and protected as SECRET, or TOP SECRET and to which the provisions of the Official Secrets Act apply.

2. INTRODUCTION

- 2.1 The Parties acknowledge that the purpose of the ISMS and the Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Agreement will be met.
- 2.2 The Authority shall clearly articulate its high level security requirements so that the Contractor can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
- 2.3 The Authority shall issue a Security Aspects Letter in relation to any specific Call Off or Statement of Works, a "SAL", detailing the treatment of information and in particular any information that may be classified 'Secret' or above. Where appropriate this SAL sets out the application of the Official Secrets Act to this work.
- 2.4 The Contractor must acknowledge the receipt of the SAL and confirm it understands and will implement the terms of the SAL.
- 2.5 Both Parties shall provide a reasonable level of access to any members of their personnel for the purposes of designing, implementing and managing security.
- 2.6 The Contractor shall use as a minimum, Good Industry Practice, in the day to day operation of any system holding, transferring or processing Authority Data and any system that could directly or indirectly have an impact on that information, and shall ensure that the Authority Data remains under the effective control of the Contractor at all times.
- 2.7 The Contractor shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and system and on request shall supply this document as soon as practicable to the Authority.
- 2.8 The Authority and the Contractor acknowledge that information security risks are shared between the Parties and that a compromise of either the Contractor or the Authority's security provisions represents an unacceptable risk to the Authority requiring immediate communication and co-operation between the Parties.

3. ISMS

XXX REDACTED UNDER SECTION 43 OF FOI

4. SECURITY MANAGEMENT PLAN

- 4.1 Within twenty (20) Working Days after the Call Off Commencement Date, the Contractor shall prepare and submit to the Authority for Approval a fully

developed, complete and up-to-date Security Management Plan which shall comply with the requirements of paragraph 4.2 of this Schedule.

4.2 The Security Management Plan shall:

- 4.2.1 comply with the Baseline Security Requirements and Security Policy;
- 4.2.2 comply with the requirements of the latest Security Aspects Letter (SAL) issued in relation to the Call Off Statements of Work.
- 4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule 4 is complied with by the Contractor;
- 4.2.4 detail the process for managing any security risks from Sub-contractors and third parties authorised by the Authority with access to the Services, processes associated with the delivery of the Services, the Authority Premises, the Sites, the Contractor System, the Authority System (to the extent that it is under the control of the Contractor) and any ICT, information and data (including the Authority Confidential Information and Authority Data) and any system that could directly or indirectly have an impact on that information, data and/or Services;
- 4.2.5 unless otherwise specified by the Authority in writing, be developed to protect all aspects of the Services and all processes associated with the delivery of the Services, including the Authority Premises, the Sites, the Contractor System, the Authority System (to the extent that it is under the control of the Contractor) and any ICT, information and data (including the Authority's Confidential Information and the Authority Data) to the extent used by the Authority or the Contractor in connection with this Agreement;
- 4.2.6 set out the security measures to be implemented and maintained by the Contractor in relation to all aspects of the Services and all processes associated with the delivery of the Services and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with the provisions of this Schedule;
- 4.2.7 demonstrate that the Contractor's approach to delivery of the Services has minimised the Authority and Contractor effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
- 4.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Agreement Commencement Date to those incorporated in the ISMS at the dates set out in the Implementation Plan for the Contractor to meet the full obligations of the security requirements set out in Schedule Annex 1 (Security) to this Schedule 4
- 4.2.9 set out the scope of any relevant Authority System that is under the control of the Contractor that is included within the scope of the Statement of Works or Call-Off;
- 4.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
- 4.2.11 be written in plain English in language which is readily comprehensible to the staff of the Contractor and the Authority engaged in the Services

and shall reference only documents which are in the possession of the Authority or whose location is otherwise specified in this Schedule 4.

- 4.3 If the Security Management Plan submitted to the Authority pursuant to paragraph 4.1 of this Schedule is Approved by the Authority, it shall be adopted by the Contractor immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Authority, the Contractor shall amend it within ten (10) Working Days of a notice of non-approval from the Authority and re-submit it to the Authority for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days (or such other period as the Parties may agree in writing) from the date of the first submission to the Authority of the Security Management Plan. If the Authority does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Authority pursuant to this paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph **Error! Reference source not found.4.2** of this Schedule shall be deemed to be reasonable.
- 4.4 Approval by the Authority of the Security Management Plan pursuant to paragraph **Error! Reference source not found.4.3** of this Schedule or of any change or amendment to the Security Management Plan shall not relieve the Contractor of its obligations under this Schedule.

5. AMENDMENT AND REVISION OF THE ISMS AND SECURITY MANAGEMENT PLAN

5.1 XXX REDACTED UNDER SECTION 43 OF FOI

6. TESTING OF THE ISMS

6.1 XXX REDACTED UNDER SECTION 43 OF FOI

7. COMPLIANCE OF THE ISMS WITH ISO/IEC 27001 AND ISO/IEC 27002

7.1 XXX REDACTED UNDER SECTION 43 OF FOI

8. BREACH OF SECURITY

8.1 XXX REDACTED UNDER SECTION 43 OF FOI

9. VULNERABILITES AND CORRECTIVE ACTION

XXX REDACTED UNDER SECTION 43 OF FOI

ANNEX 1: BASELINE SECURITY REQUIREMENTS

1. HIGHER CLASSIFICATIONS

- 1.1 The Contractor shall not handle Authority information classified **SECRET** and above except if there is a specific requirement and in this case prior to receipt of such information the Contractor shall seek additional specific guidance from the Authority and approval from the Supplier Security Controller.

2. END USER DEVICES

- 2.1 When Authority Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the UK Government Communications Electronics Security Group ("CESG") to at least Foundation Grade, for example, under the CESG Commercial Product Assurance scheme ("CPA").
- 2.2 Devices used to access or manage Authority Data and services must be under the management authority of Authority or Contractor and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Authority. Unless otherwise agreed with the Authority in writing, all Contractor devices are expected to meet the set of security requirements set out in the CESG End User Devices Platform Security Guidance (<https://www.gov.uk/government/collections/end-user-devices-security-guidance--2>). Where the guidance highlights shortcomings in a particular platform the Contractor may wish to use, then these should be discussed with the Authority and a joint decision shall be taken on whether the residual risks are acceptable. Where the Contractor wishes to deviate from the CESG guidance, then this should be agreed in writing on a case by case basis with the Authority.

3. DATA PROCESSING, STORAGE, MANAGEMENT AND DESTRUCTION

- 3.1 The Contractor and Authority recognise the need for the Authority's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Contractor must be able to state to the Authority the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Authority Data will be subject to at all times.
- 3.2 The Contractor shall agree any change in location of data storage, processing and administration with the Authority in advance where the proposed location is outside the UK. Such approval shall not be unreasonably withheld or delayed unless specified otherwise in this Agreement and provided that storage, processing and management of any Authority Data is only carried out offshore within:
 - 3.2.1 the European Economic Area (EEA);
 - 3.2.2 in another country or territory outside the EEA if that country or territory ensures an adequate level of protection by reason of its domestic law or of the international commitments it has entered into which have been defined as adequate by the EU Commission.
- 3.3 The Contractor shall:

- 3.3.1 provide the Authority with all Authority Data on demand in an agreed open format;
- 3.3.2 have documented processes to guarantee availability of Authority Data in the event of the Contractor ceasing to trade;
- 3.3.3 securely destroy all media that has held Authority Data at the end of life of that media in line with Good Industry Practice; and
- 3.3.4 securely erase any or all Authority Data held by the Contractor when requested to do so by the Authority.

4. NETWORKING

- 4.1 The Authority requires that any Authority Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by CESG, to at least Foundation Grade, for example, under CPA or through the use of pan-government accredited encrypted networking services via the Public Sector Network ("PSN") framework (which makes use of Foundation Grade certified products), unless otherwise agreed with the Authority.
- 4.2 The Authority requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry and HMG standard Practices.

5. SECURITY ARCHITECTURES

- 5.1 The Contractor shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Authority Data.
- 5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Contractor) the Contractor shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a CESG Certified Professional certification (<http://www.cesg.gov.uk/awarenesstraining/IA-certification/Pages/index.aspx>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Contractor).

6. PERSONNEL SECURITY

- 6.1 Contractor Personnel shall be subject to pre-employment checks that include, as a minimum HMG Baseline Personnel Security Standard (BPSS): identity, unspent criminal convictions and right to work.
- 6.2 The Contractor shall agree on a case by case basis Contractor Personnel roles which require specific government National Security Vetting (NSV) clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Authority Data.
- 6.3 The Contractor shall prevent Contractor Personnel who are unable to obtain the required Home Office confirmed NSV security clearances from accessing systems which store, process, or are used to manage Authority Data except where agreed with the Authority in writing.

- 6.4 All Contractor Personnel that have the ability to access Authority Data or systems holding Authority Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Authority in writing, this training must be undertaken annually.
- 6.5 Where the Contractor or Sub-Contractors grants increased ICT privileges or access rights to Contractor Personnel, those Contractor Personnel shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

7. IDENTITY, AUTHENTICATION AND ACCESS CONTROL

- 7.1 The Contractor shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Contractor) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Contractor shall retain an audit record of accesses.

8. AUDIT AND PROTECTIVE MONITORING

- 8.1 The Contractor shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Contractor audit records should (as a minimum) include:
 - 8.1.1 XXX REDACTED UNDER SECTION 43 OF FOI
- 8.2 The Contractor and the Authority shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 8.3 The Contractor shall retain audit records collected in compliance with this Paragraph Error! Reference source not found. for a period of at least 6 months.
- 8.4 If requested by the Authority, the Contractor shall provide logs and reports to the Authority's Cyber Security Operations Centre, in a format agreed with the Authority.

9. INFORMATION ASSURANCE SECURITY REQUIREMENTS

9.1 List correct as of 3 March 2016.

Description:	Names of Document	URL, link if information is available on the internet
Useful Advice and Guidance	GOV.UK Information security: Making sure user data stays secure	https://www.gov.uk/service-manual/making-software/information-security.html
	GOV.UK Digital and technology skills: Cyber security and information assurance	https://www.gov.uk/guidance/digital-and-technology-skills/cyber-security-and-information-assurance
	Centre for the Protection of National Infrastructure (CPNI): Cyber and other threats	http://www.cpni.gov.uk/threats/other-threats/
	Centre for the Protection of National Infrastructure (CPNI): Security advice	http://www.cpni.gov.uk/advice/
	CESG Advice & Guidance Portfolio	https://www.cesg.gov.uk/articles/advice-and-guidance-glance
	CESG Guidance on Effective Cyber Security Risk Management	https://www.cesg.gov.uk/guidance/principles-effective-cyber-security-risk-management
CESG Information Assurance (IA)	IS4 - Protective Security Controls for the Handling and Management of Cryptographic Items Issue 7.0 (Jul 2015) OFFICIAL SENSITIVE	
	ISS - Secure Sanitisation, Issue 5.1 (Dec 2014) OFFICIAL	Supporting Documentation (as detailed within ISS), CPNI Standard: Secure Destruction of Sensitive Items
		http://www.cpni.gov.uk/documents/publications/2013/2013062-secure-destruction-sensitive-information.pdf?epslanguage=en-gb

Description:		Names of Document		URL link if information is available on the internet	
CESG Good Practice Guides (GPG)	GPG No. 13 - Protective Monitoring for HMG ICT Systems, Issue 1.7 (Oct 2012) UNCLASSIFIED		https://www.cesg.gov.uk/guidance/protective-monitoring-hmg-ict-systems-gpg-13		
	GPG No. 18 - Forensic Readiness, Issue 1.1 (Sep 2012) UNCLASSIFIED				
	GPG No. 24 - Security Incident Management, Issue 1.1 (Nov 2012) UNCLASSIFIED				
	GPG No. 38 - Open Source Software – Exploring the Risk, Issue 1.0 (Jun 2011) UNCLASSIFIED		https://www.cesg.gov.uk/guidance/open-source-software-%E2%80%93-exploring-risk-good-practice-guide-38		
	GPG No. 45 - Identity Proofing and Verification of an Individual, Issue 2.3 (Jul 2014) OFFICIAL		https://www.cesg.gov.uk/guidance/identity-proofing-and-verification-individual-gpg-45		
	GPG No. 46 - Organisation Identity Issue 1.0 (Oct 2013)		https://www.cesg.gov.uk/guidance/organisation-identity-gpg-46		
CESG IA Notices (CIANs)	GPG No. 53 - Transaction Monitoring for HMG Online Service Providers, Issue 1.0 (Apr 2013)				
	CIAN 2015/03 - Handling of Devices using Products Approved by CESG for Protection of Data at Rest, Issued 16 (Mar 2015) UK OFFICIAL				
	CIAN 2015/2 - CESG Information Assurance Maturity Model Interim Guidance, Issued 18 (May 2015) UK OFFICIAL				
	CIAN 2013/01 - Use of Public Source Repositories, Issued 4 (Jan 2013) UK RESTRICTED				

Description:	Names of Document	URL, link if information is available on the internet
Standards	Gov.UK: Security policy framework	https://www.gov.uk/government/publications/security-policy-framework
	GOV.UK: Security requirements for List X contractors	https://www.gov.uk/government/publications/security-requirements-for-list-x-contractors
	ISO/IEC 27001:2013 Information security management systems Requirements ISO/IEC 27002:2013 Code of practice for information security controls	

SCHEDULE 5

GOVERNANCE

Introduction

This Schedule sets out the governance arrangements by which the Parties shall seek to ensure that the Services and Deliverables are provided, and their relationship is managed, in an effective and collaborative manner, by people with the appropriate knowledge, skills, and standing within their respective organisation, and within the agreed time and cost parameters.

Schedule 6

Change Control Procedure

1. GENERAL PROVISIONS

1. At any time during the Term, either Party may request a Change (a "**Change Request**") in accordance with the Change Control Procedure ("**CCP**") set out in this Schedule.
2. A Change Request shall be in writing and should state whether the Party issuing the Change Request considers the proposed Change to be a Contract Change Request, or a Task Change Request, or a proposed Minor Change.
3. Other than for Security-related reasons, neither Party shall unreasonably, withhold or delay the implementation of any agreed Change.
4. The Contractor shall manage the CCP as a Service, (the "**CCP Service**") by which any proposed Change shall be initiated, processed, assessed, recorded, Approved, Tested, implemented, and reviewed, as required.
5. Either Party may in writing propose any requisite **Minor Change**, or types of Minor Change. Any agreed Minor Change shall, without any further formality, be implemented.
6. The provisions set out at Appendix A (**Contract Change**) shall apply to any Contract Change, as described in that Appendix.
7. The provisions set out at Appendix B B (**Task Change**) shall apply to any Task Change, as described in that Appendix.
8. Either Party may by written notice (a "**Delegation Notice**") to the other, delegate such functions, rights and responsibilities in respect of the CCP generally, or relating to a Task Change in particular, to such one or more designated individuals, or body of individuals, as may be specified in the respective notice.
9. Unless otherwise agreed in writing (in a Delegation Notice or otherwise) the Contract Management Board shall act as the **Change Advisory Board**.

2. CHANGE ADVISORY BOARD (CAB)

1. The Contractor shall provide the Authority with a set of draft written terms of reference for the CAB, the Approval of which (subject to any agreed, requisite amendments) shall not be unreasonably conditioned, withheld or delayed, other than for Security reasons.
2. The CAB shall act as the Approval Body for any CCR (as described below) in respect of any proposed Change.
3. The CAB shall comprise at least one delegate designated for that purpose by each Party.
4. No meeting of the CAB shall be quorate unless at least one of each Party's delegates is present (in person or via an electronic link).
5. Each Party (regardless of the number of delegates present at a meeting) shall cast one vote in any ballot relating to a proposed Change, and in any deadlock the Authority shall have the casting vote.
6. The CAB shall conduct itself in accordance with its respective terms of reference, and shall determine its own working arrangements, including the appointment of a chairman and the frequency, timing and venue for meetings, as required.
7. The Contractor shall take and keep the minutes (or other written record) of any CAB meeting, and shall use its reasonable efforts to provide a written version of any such minutes or record (agreed by the delegates present at the respective meeting) to the Authority Representative within 10 Working Days after each meeting.

APPENDIX A -- CONTRACT CHANGE

General

- (i) The arrangements set out in this Appendix shall be applicable to any Contract Change.

Contract Change Request

- a. In each case, the CCP shall be initiated by the submission by one Party to the other of a **Contract Change Request** (or **CCR**) set out in a written notice (a Contract Change Notice) in the form set out at Annex A to this schedule.
- b. A CCR shall remain valid until the requisite Contract Change has been Approved or rejected (or the Parties have in writing agreed some other outcome).
- c. A CCR shall be submitted, whenever reasonably practicable during normal working hours, to the other Party's Representative.
- d. The CCR shall adequately describe the proposed Contract Change (for this purpose, the "Proposal") in appropriate detail, and shall set out the reason(s) for and intended outcome of the Proposal.
- e. Within two Working Days (or such other period as the Parties may in writing agree) after receiving a CCR, the recipient Party shall in writing:
 - i. indicate whether or not the CCR is acceptable; or
 - ii. ask for further information or clarification (in writing or at a meeting called for that purpose); or
 - iii. require the CCR to be amended or resubmitted to its reasonable satisfaction, or
 - iv. indicate that, in its reasonable opinion, the Proposal should be re-designated and treated accordingly, (for example, because the proposed Contract Change would actually comprise, and should be treated as, a Task Change).
- f. The Parties shall in good faith consult each other, as required, on each CCR and, if agreement cannot be reached by those means, either of them may either require that the Proposal is referred to the Parties' Representatives, if not already involved in the consultation, or otherwise invoke the Dispute Resolution Procedure, (starting in each case with the Escalation Process).

Impact Assessment

- a. If the Authority submitted the CCR, the Contractor shall assess the likely impact of the Proposal, and shall within XXX REDACTED UNDER SECTION 43 OF FOI (or such other period as the Parties may in writing agree) after it has been accepted, submit a written assessment ("Impact Assessment") in accordance with paragraph 2.10 below.
- b. Any CCR submitted by the Contractor shall be accompanied by an Impact Assessment.
- c. An Impact Assessment shall set out in appropriate detail:
 - i. the current state of any actual or planned arrangements, Service(s), Task(s) or Charges which would be directly or indirectly affected;
 - ii. the nature and scope of the Proposal;
 - iii. the author and date of the CCR;
 - iv. any perceived benefit or downside (financial, technical, operational, or otherwise) to either or both Parties;
 - v. an estimate of any associated costs and risks (including any transferred risk) to either or both Parties;
 - vi. an outline plan for implementation of the Proposal, including a timetable and any requisite Testing and Acceptance procedures, and the preferred methodology for setting targets, performance measurement, and continuous improvement;
 - vii. any requisite additional investment (financial, personnel, or otherwise);
 - viii. redeployment of available resources;
 - ix. any implications for any staff (and any Sub-Contractor) involved, and
 - x. any other relevant factors.
- d. An Impact Assessment shall conclude with appropriate space for its signature and dating in hard copy) by the Parties.

Approval

- e. The Impact Assessment shall be submitted for Approval to the Authority's Representative.

- f. Within XXX REDACTED UNDER SECTION 43 OF FOI (or such other period as the Parties may in writing agree) after submission of the Impact Assessment, the Authority's Representative shall in writing:
 - i. indicate whether or not the Proposal is Approved or rejected; or
 - ii. ask for further information or clarification (in writing or at a meeting called for that purpose); or
 - iii. indicate that, in the Authority's reasonable opinion, the Proposal should be re-designated and treated accordingly, (for example, because the proposed Contract Change would actually comprise, and should be treated as, a Task Change).
- g. The Parties shall in good faith consult each other, as required, on each Proposal and, if agreement cannot be reached by those means, either of them may invoke the Dispute Resolution Procedure, (starting in each case with the Escalation Process).

Expedited Contract Change

- 2.14 The Parties may in writing agree to follow the process set out above with such reduced timescales as may be required in urgent circumstances.

Implementation

- a. As soon as reasonably practicable after any Proposal is Approved, the Parties shall sign and date the Impact Assessment, and shall implement the requisite Contract Change.
- b. Any agreed Contract Change shall be set out in writing and signed by each Party's Representative, and incorporated (at Annex B to this Schedule) into this Agreement.

APPENDIX B -- TASK CHANGE

1. Task Change

In respect of any particular Task, any requisite adjustment, variation or amendment shall either be made as a Minor Change, or as a Task Change, as the case may be, in accordance with:

- (i) the scope, terms and conditions of any applicable Delegation Notice, and
- (ii) the provisions of this Appendix.

2. PROCEDURES

Task Change Request

1. In each case, the procedure shall be initiated by the submission by one Party to the other of a written notice (a "Task Change Request" or "TCR") which shall remain valid until the requisite Task Change has been Approved or rejected (or the Parties have in writing agreed some other outcome).
 - i. A TCR shall be submitted, whenever reasonably practicable during normal working hours, to either:
 - ii. the other Party's Representative; or
 - iii. to such other individual or CAB (in either case, the "**Approval Body**") as may be nominated for that purpose by the Authority in any applicable Delegation Notice.
2. The TCR shall adequately describe the proposed Task Change (for this purpose, a "**Proposal**") in appropriate detail, and shall set out the reason(s) for and intended outcome of the Proposal.
3. Within two Working Days (or such other period as the Parties may in writing agree) after receiving a TCR, the recipient Party shall in writing:
 - (i) indicate whether or not the TCR is acceptable, or
 - (ii) ask for further information or clarification (in writing or at a meeting called for that purpose) or
 - (iii) require the TCR to be amended or resubmitted to its reasonable satisfaction, or
 - (iv) indicate that, in its reasonable opinion, the Proposal should be re-designated and treated accordingly, (for example, because the proposed Task Change would actually comprise, and should be treated as a Contract Change).
4. Parties shall in good faith consult each other, as required, on each TCR, and if agreement cannot be reached by those means, either of them may either require that the Proposal is referred to the Parties' Representatives,

if not already involved in the consultation, or otherwise invoke the Dispute Resolution Procedure, (starting in each case with the Escalation Process).

Impact Assessment

5. If the Authority submitted the TCR, the Contractor shall assess the likely impact of the Proposal, and shall within 10 Working Days (or such other period as the Parties may in writing agree) after it has been accepted, submit a written assessment (an "**Impact Assessment**") in accordance with paragraph 2.10 below.
 - a. Any TCR submitted by the Contractor shall be accompanied by an Impact Assessment.
 - b. An Impact Assessment shall set out in appropriate detail:
 - c. the current state of any actual or planned arrangements, Service(s), Task(s) or Charges which would be directly or indirectly affected;
 - d. the nature and scope of the Proposal;
 - e. the author and date of the PCR;
 - f. any perceived benefit or downside (financial, technical, operational, or otherwise) to either or both Parties;
 - g. an estimate of any associated costs and risks (including any transferred risk) to either or both Parties;
 - h. an outline plan for implementation of the Proposal, including a timetable and any requisite Testing and Acceptance procedures, and the preferred methodology for setting targets, performance measurement, and continuous improvement;
 - i. any requisite additional investment (financial, personnel, or otherwise) or redeployment of available resources;
 - j. any implications for any staff (and any Sub-Contractor) involved, and
 - k. any other relevant factors.
6. An Impact Assessment shall conclude with appropriate space for its signature and dating (in hard copy) by the Parties.

Approval

7. The Impact Assessment shall be submitted for Approval to either:
 - a. the Authority's Representative, or
 - b. the Approval Body (as applicable).

8. Within 10 Working Days (or such other period as the Parties may in writing agree) after submission of the Impact Assessment, the Authority's Representative or Approval Body, (as the case may be) shall in writing:
 - a. indicate whether or not the Proposal is Approved or rejected, or
 - b. ask for further information or clarification (in writing or at a meeting called for that purpose) or
 - c. indicate that, in the Authority's reasonable opinion, the Proposal should be re-designated and treated accordingly, (for example, because the proposed Task Change would actually comprise, and should be treated as a Contract Change).
9. The Parties shall in good faith consult each other, as required, on each Proposal and, if agreement cannot be reached by those means, either of them may require that the Proposal is referred to the Parties' Representatives, if not already involved in the consultation, or otherwise invoke the Dispute Resolution Procedure, (starting in each case with the Escalation Process).

Expedited Task Change

10. The Parties may in writing agree to follow the process set out above with such reduced timescales as may be required in urgent circumstances.

Implementation

11. As soon as reasonably practicable after any Proposal is Approved, the Parties shall sign and date the Impact Assessment, and shall implement the requisite Task Change.
12. Any agreed Task Change shall be set out in writing and signed by each Party's Representative, or such other person as may have been designated for that purpose in any Delegation Notice, and incorporated (at Annex C to this Schedule) into this Agreement.

Annex A to Schedule 6

Contract Change Notice

Document version X (dd/mm/year)	
CONTRACT CHANGE NOTICE (CCN)	
Title:	<i>Insert specific CCN title here</i>
Contract Number:	
CCN:	
Version:	
Originator:	
Contact Tel:	
Date of Request:	
Reason for Change:	
Contract reference(s): <i>Insert section references of Contract Parts to be amended</i>	
Details of Change: <i>Insert brief details of change.</i>	
Supporting Documents: <i>Where necessary full details of change may be attached in supporting documents</i>	
Charges Arising (if any):	
Timetable for Implementation:	
Payment Schedule (if appropriate):	
Impact of Change:	
Impact if not Effected:	
Contract Change Notice approved by the Representative:	Date of approving Change meeting:
Dated:	CCN action completed:
	Date:
Contract Change Notice approved by the Authority Contract Department:	Contract Change Notice approved by the Contractor:
Commercial Representative	Commercial Representative
Technical Representative	Technical Representative
Dated:	Dated:

Schedule 7

Dispute Resolution Procedure

Part 1- Escalation

- Neither Party shall resort to any other means of resolving a Dispute unless it remains unresolved by the means set out in this Part 1.
- The Parties shall attempt in good faith to resolve the Dispute by dialogue between the Level 1 post-holders set out below, and the Dispute shall, if unresolved, be escalated up through the following levels:

_____ (a) the Authority ; _____ (b) the Contractor ;

- Any decision to resort to any other means of resolving the Dispute shall be made at Level 3.

Part 2 – Mediation

1. Any Dispute which is not resolved by the means described at Part 1 above, shall be referred by the Parties to a neutral adviser (acting as a mediator) appointed by agreement to assist them in resolving the Dispute. Either Party may give written notice to the other proposing the name of a suitable person to be appointed. If no such person is appointed within 15 Business Days after such notice is given, either Party may request the Centre for Effective Dispute Resolution (CEDR) of 70 Fleet Street, London EC4Y 1EU to appoint a neutral adviser acceptable to both Parties.
2. The Parties shall, with the assistance of the neutral adviser, seek to resolve the Dispute by using an alternative dispute resolution procedure (the "ADR Procedure") agreed between the Parties or, in default of such agreement, established by the neutral adviser.
3. If the Parties accept any recommendations made by the neutral adviser or otherwise reach agreement as to the resolution of the Dispute, such agreement shall be recorded in writing and signed by the Parties (and, if applicable, the neutral adviser), whereupon it shall become binding upon the Parties.
4. In the event that the Dispute is referred to arbitration in accordance with Part 3 below, then any neutral adviser involved in the ADR Procedure shall not take part in the arbitration, whether as a witness or otherwise, and any recommendations made by him in connection with the ADR Procedure shall not be relied upon by either Party without the consent of the other and the neutral adviser; and neither Party shall make use of or rely upon information supplied, or the arguments raised by the other in the ADR Procedure.
5. The costs and fees associated with the ADR Procedure shall be borne equally by the Parties.

Part 3 - Arbitration

- (i) If a Dispute remains unresolved for 56 Business Days after the date on which the Parties referred it to a neutral adviser, then either Party may notify the other in writing that the Dispute is to be referred to arbitration.
- (ii) Any such Dispute shall be referred to, and resolved by, arbitration under the Rules of the London Court of International Arbitration (LCIA) which are deemed to be incorporated by reference into this paragraph. The tribunal shall consist of one arbitrator.
- (iii) The arbitrator shall be appointed by the President for the time being of the Chartered Institute of Arbitrators. The language of the arbitration shall be English and the seat and place of the arbitration shall be London, England. Neither Party shall be limited in any arbitration to the evidence or arguments previously put before the neutral adviser under the ADR Procedure.. The arbitrator shall have full power to open up, review and revise any endorsement, decision, opinion, instruction, finding, recommendation or determination made, or notice or certificate given or served by a Party in relation to the Dispute, provided that the arbitrator shall have no such power in circumstances where the Agreement specifies that the decision or the opinion of the Authority is final and binding.

Confidentiality and Security

- 6 Subject to paragraph 3 of Part 3 above, the Parties shall treat, and shall procure that any neutral adviser involved shall treat, as confidential the fact, nature, course and outcome of any dialogue or negotiation, and of any ADR Procedure.
- 7 All documentation, information, data, submissions and comments disclosed whether in writing or otherwise by either Party to the neutral adviser shall be regarded and treated as Confidential Information, in accordance with Clause 47 of this Agreement.
- 8 For the purposes of this Schedule, nothing in Clause 47 would prevent any disclosure of any Confidential Information in the course of consulting a legal adviser or expert about the Dispute, or as otherwise required by law.
- 9 For the purposes of this Schedule, the Authority shall determine in each case whether any neutral adviser or arbitrator involved shall require any level of Clearance, or if any Security-related arrangements need to be put in place.

