

## SECTION B

### 1. PANEL SERVICES

#### 1.1 Panel Services:

##### Definitions

A. In addition to the terms defined in Contract Schedule 1 (Definitions) and the Panel Agreement the following words and expressions shall apply to this Legal Services Contract in connection with this paragraph 1.1 and any other part of this Section B in which the definition outlined hereunder is expressly referenced, unless the context requires otherwise. In the event of any inconsistency between (i) Contract Schedule 1 (Definitions) and the Panel Agreement, and, (ii) this sub-paragraph A of paragraph 1.1, this sub-paragraph A of paragraph 1.1 shall take precedence to the extent of the interpretation of this paragraph 1.1 or any other part of this Section B in which the definition concerned as outlined hereunder is expressly referenced:

- a. [REDACTED] means either:
  - i. **Contract No.** [REDACTED] being an agreement entered into by the Customer on [REDACTED] (as was amended and reinstated on [REDACTED]) relating to the [REDACTED] or
  - ii. any successor agreement to [REDACTED] as may apply to [REDACTED];
- b. [REDACTED] has the meaning given in paragraph 3.3;
- c. [REDACTED] has the meaning given in paragraph 3.3;
- d. **Customer Contract No.** [REDACTED] means a contract entered into by the Parties relating to the provision of legal services in connection with [REDACTED];
- e. **Customer's [REDACTED] Prime Contractor** means [REDACTED];
- f. **Customer's [REDACTED] Contracts** means the [REDACTED] and the [REDACTED] or [REDACTED];
- g. [REDACTED] means [REDACTED] of the [REDACTED] as commenced on [REDACTED] and shall terminate on [REDACTED];
- h. [REDACTED] means [REDACTED] of the [REDACTED] commencing on the day falling after termination of [REDACTED] and terminating on a date to be agreed between the Parties;
- i. [REDACTED] means either:
  - i. **Contract No.** [REDACTED] being a contract entered into by the Customer on [REDACTED] relating to the [REDACTED] as was amended and reinstated on [REDACTED]; or
  - ii. any successor agreement to Contract No. [REDACTED] as may apply to [REDACTED]



**Availability**

E. The Supplier shall:

- a. subject to reasonable notice, be readily available to perform the services required under this Legal Services Contract for an anticipated period of thirty-six (36) months effective from the Commencement Date, subject to paragraph 1.5 of Section A; and
- b. maintain access by the Customer during normal working hours to Key Personnel and other Supplier Personnel as required to deliver high quality legal support at pace in the execution of the Ordered Panel Services.

**Preparatory work**

F. The Supplier shall ensure that all Key Personnel who are members of either the [REDACTED] are read-into the [REDACTED] within 2 (two) months of the Commencement Date.

**Main works**

G. The Supplier shall provide such advice, support and drafting as the Customer may require in relation to [REDACTED]. This shall include:

- a. advising on, drafting, and supporting the negotiation of changes to the Customer's [REDACTED] Contracts as required for (i) implementation of [REDACTED], and, (ii) any additional changes arising post implementation;
- b. identify and advise on any consequential amendments required or as may otherwise prove beneficial to be made to the [REDACTED] as may arise from any change to the [REDACTED]; and
- c. the production and maintenance of a robust contract management summary and contract management plan (inclusive of an obligations matrix) as shall comply with the Supplier's prevailing policy in respect to best practice for contract management and shall be sufficiently exhaustive, accessible and user friendly for the user community and stakeholders (including lay persons) such that it aids the effective management and day to day operation of [REDACTED];
- d. participation in drumbeat meetings with the Supplier and the Customer's [REDACTED] Prime Contractor, and provide support in the preparation of deliverables for and arising from those meetings;
- e. identification of learning from experience from [REDACTED] (and other relevant projects comparable to [REDACTED]) and the application of such to the execution of the Ordered Panel Services and in particular to the requirements covered under sub-paragraph 1.1G (a) and (c) above;
- f. identification of Good Industry Practice, as to be reasonably and ordinarily expected from a skilled and experienced person or body engaged in a similar type of undertaking to [REDACTED] and the application of such to inform the drafting requirements under sub-paragraph G(a) of this paragraph 1.1; and

- g. provide such ancillary advice, support and/or drafting, not covered under subparagraph G (a) to (f) (inclusive) of this paragraph 1.1 above, as the Customer may require (to the extent this is consistent with scope specified at subparagraphs C and D of this paragraph 1.1).

#### **Administrative Support**

H. The Supplier shall provide administrative support through:

- a. the provision of meeting room facilities at the Supplier's offices at One Glass Wharf during [REDACTED] Normal Working Hours, to include at a minimum:
- i. the simultaneous availability for use of multiple meeting rooms to facilitate, inter alia, parallel negotiation sessions and sufficient break-out rooms;
  - ii. meeting room occupancy capacity of typically ten (10) persons per room, with occasional access to one (1) meeting room with an occupancy capacity of not less than thirty-five (35) persons;
  - iii. provision of appropriate catering; and
  - iv. each meeting room shall have available:
    - (1) secure password connected Wi-Fi or fixed broadband;
    - (2) suitable facilities for conference calls (including conference phones e.g. "spider phones");
    - (3) suitable facilities for projecting from laptops; and
    - (4) sufficient power points for electronic devices (commensurate with the room occupancy capacity),

that shall enable the secure communication of information up to OFFICIAL-SENSITIVE;

- b. the provision of secretariat and admin-support services to include at a minimum:
- i. attendance of a suitably qualified and experienced junior team member (trainee/paralegal/legal apprentice or junior lawyer) at drumbeat meetings to take and disseminate attendance notes (as required);
  - ii. photocopying and/or bulk printing; and
  - iii. production and dissemination of meeting minutes, action tracker, clarification enquiries and/or such other ancillary documentation, not otherwise covered under limb (i) or (ii) above, as the Customer may require.

#### **Progress updates and stakeholder engagement**

I. The Supplier shall:

##### **Progress Reports**

- a. provide a monthly progress report to the Customer with such report to be provided in a form that is consistent with Section C, Annex 5 (as may be changed from time to time by agreement of the Parties) and the contents of such report shall in any case include all matters as are specified to be required to be reported monthly under this Legal Services Contract;

Progress Meetings and Senior Briefings

- b. as may from time to time be requested by SDA:
  - i. host and attend progress meetings; and
  - ii. support briefings to senior management within the Customer's organisation (and/or wider government and/or any other external entities) both remotely and in situ by attendance and (as may be required by the Customer) hosting of briefings, with such activity to include, inter alia, the development of briefing and presentation material, as well as the presentation of such material, ensuring in both cases that such attendance and support is staffed by Supplier Personnel who are suitably qualified and empowered (or such persons shall have prompt access to empowered individuals) to respond to enquires in connection with the relevant subject matter of the progress meeting or (as the case may be) briefing, and, to make relevant decisions in order to, as far as reasonably practicable, resolve issues and achieve objectives arising from the subject matter of the progress meeting or (as the case may be) briefing; and

Composite team

- c. pro-actively engage with the Customer inclusive of the Customer's internal legal advisers (such being "**MoD Legal Advisers**") and (as may be required by the Customer) its other external advisers, as appropriate for furtherance of [REDACTED] (to the extent of matters within the scope of this Legal Service Contract).

Other Areas of Potential Support

J. The Supplier shall:

- a. review and advise on legal aspects of cost models in connection with the Customer's [REDACTED] Contracts (inclusive of associated sub-contracts); and
- b. ensure Supplier Personnel are available to undertake occasional travel as may be required by the Customer, including to the premises of the Customer's [REDACTED] Prime Contractor located in [REDACTED] as well as the Customer Premises,

if so instructed by the Customer.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Reserved matters**

- M.** Unless otherwise expressly requested by the Customer (and in this event to the extent of such express request only), legal assistance is **not** required under the agreement in connection with any of the following matters:
  - a.** public law (such as TUPE, State Aid);
  - b.** procurement law (such as application of Article 346 TFEU, the Defence and Security Public Contracts Regulations 2011, the Defence Reform Act 2014 and the Single Source Contract Regulations 2014 (SI 3337));
  - c.** international frameworks (including the Polaris Sales Agreement and the 1958 Mutual Defence Agreement);
  - d.** Shipbuilding Indemnities;

	<p>e. nuclear indemnities;  f. IPR advice and drafting;  g. insurance advice and drafting; and  h. liaison with the Customer's scrutiny and approvals authorities.</p> <p>N. For each of the reserved matters as specified at sub-paragraph M of this paragraph 1.1, prior approval must be obtained from both MoD Legal Advisers and the Customer Representative before advising the Customer in connection therewith.</p> <p><b><u>Other excluded matters</u></b></p> <p>O. Each of the following additional matters are excluded from this Legal Services Contract:</p> <p>a. Legal support in connection with [REDACTED] is separately contracted with the Supplier under Customer Contract No: [REDACTED]. Accordingly, no legal support shall be provided in connection with [REDACTED] under this Legal Services Contract. However, such excluded matter does not extend to learning from experience in connection with [REDACTED] pursuant to sub-paragraph G(e) of this paragraph 1.1; and</p> <p>b. the [REDACTED] and/or any other contracts or agreements entered into by the Customer in connection with [REDACTED] which are not specified within the definition of Customer's [REDACTED] Contracts as set out in this paragraph 1.1.</p>
<p><b>1.2</b></p>	<p><b>Management and review of the Services</b></p> <p>In accordance with Clause 3.2.</p>
<p><b>1.3</b></p>	<p><b>Place of performance</b></p> <p>The Supplier's offices at One Glass Wharf, Bristol, BS2 0ZX</p>

**2. CHARGES**

<p><b>2.1a</b></p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
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	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
2.1b	<p>[REDACTED]</p> <p>[REDACTED]</p>
2.2	<p>[REDACTED]</p> <p>[REDACTED]</p>
2.3	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>













	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
2.4	<p>[REDACTED]</p> <p>[REDACTED]</p>







[REDACTED]

**3.4**

**NOTICES**

A. For the purposes of Clause 23.3, the relevant contact and contact details for all notices issued to the Customer shall be as follows:

[REDACTED]

B. For the purposes of Clause 23.3, the relevant contact and contact details for all notices issued to the Supplier shall be as follows:

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<b>3.5</b>	<b>CUSTOMER BILLING ADDRESS</b> Not Used
<b>3.6</b>	<b>SUPPLIER BANK DETAILS</b> Not Used
<b>3.7</b>	<b>CUSTOMER'S PURCHASE ORDER NUMBER</b> Not Used
<b>3.8</b>	<b>APPROVED SUB-CONTRACTORS</b> Not Used
<b>3.9</b>	<b>BCDR</b> Not Used
<b>3.10</b>	<b>Exit Management:</b> In Schedule 2 (Exit Management)
<b>3.11</b>	<b>Transparency Reports</b> In Contract Schedule 4 (Transparency Reports)
<b>3.12</b>	<b>Call Off Guarantee (Clause 10 of the Legal Service Contract):</b> Not Used

#### 4. VARIATIONS TO THE TERMS AND CONDITIONS

<b>4.1</b>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
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	<p>B. [REDACTED]</p>
<p>4.2</p>	<p><b>Conflicts of Interest</b> Not Used</p>
<p>4.3</p>	<p><b>Confidentiality</b> <u>Supplementary conditions</u></p> <p>A. The Parties agree that paragraph 4.8 shall apply to and shall be incorporated into this Legal Services Contract in addition to the requirements of Clause 9.</p> <p><u>Employee's Acknowledgement to Employer of Obligations Relating to Confidentiality</u></p> <p>B. The Supplier shall ensure that a confidentiality acknowledgement in the format of DEFFORM 702 (Edn 08/07) as detailed at Section C, Annex 4 shall be signed by:</p> <ul style="list-style-type: none"> <li>a. the Key Personnel; and</li> <li>b. any other Supplier Personnel routinely involved in execution of the Ordered Panel Services;</li> </ul> <p>and the Supplier shall ensure such personnel comply with the obligations provided in the confidentiality acknowledgement.</p> <p>C. The Supplier in discharging his obligations provided in sub-paragraph B of this paragraph 4.3 shall:</p> <ul style="list-style-type: none"> <li>a. certify in writing to the Customer that all required confidentiality acknowledgements have been signed, with such certification to be provided within: <ul style="list-style-type: none"> <li>i. two (2) Working Days of the award of the Legal Services Contract; or</li> <li>ii. to the extent of any subsequent changes to the Supplier Personnel within two (2) Working Days of each of such change; and</li> </ul> </li> <li>b. ensure that the Customer's Confidential Information and/or any other, inter alia, information, materiel or matters governed by paragraph 4.8 are not disclosed to or acquired by any person or persons who have not signed a confidentiality acknowledgement as detailed at Section C, Annex 4 (to the extent such a confidentiality acknowledgement is required by sub-paragraph B of this paragraph 4.3).</li> </ul> <p>D. The Parties agree that for the purposes of this Legal Services Contract the following words and expressions (as contained within DEFFORM 702 (Edn 08/07) as detailed at Section C, Annex C) shall be interpreted by the Parties as having the meaning outlined hereunder and the Supplier shall notify such interpretation to and confirm it is understood by Supplier Personnel within the scope of sub-paragraph B of this paragraph 4.3:</p>

	<p>a. Employer shall mean the Supplier or (as the case may be) the relevant Sub-Contractor; and</p> <p>b. Contract shall mean this Legal Services Contract or (as the case may be) the relevant Sub-Contract.</p> <p>E. The foregoing sub-paragraphs B to D (inclusive) of this paragraph 4.4 shall apply in addition to and notwithstanding any other confidentiality obligations of this Legal Services Contract.</p>
4.5	<p>[REDACTED]</p> <p>[REDACTED]</p>
4.6	<p><b>Payment and Recovery of Sums Due</b></p> <p>A. The Customer and Supplier agree that the following DEFCONs (and the matters set out in the notes thereto) shall apply to and shall be incorporated into this Legal Services Contract:</p> <p>a. DEFCON 5J (Edn 18/11/16) - Unique Identifiers</p> <p><b>Note 1:</b> For the purposes of this Legal Services Contract, the following words and expressions (as contained within DEFCON 5J (Edn 18/11/16)) shall be interpreted by the Parties as having the meaning outlined hereunder:</p> <ul style="list-style-type: none"> <li>i. Authority shall mean the Customer;</li> <li>ii. Condition shall mean this DEFCON 5J (Edn 18/11/16) and the notes thereto;</li> <li>iii. Contract shall mean this Legal Services Contract; and</li> <li>iv. Contractor shall mean the Supplier.</li> </ul> <p><b>Note 2:</b> clause 4 of DEFCON 5J (Edn 18/11/16) shall not apply to this Legal Services Contract;</p> <p>b. DEFCON 129J (Edn 18/11/16)- The Use of the Electronic Business Delivery Form</p> <p><b>Note 1:</b> For the purposes of this Legal Services Contract, the following words and expressions (as contained within DEFCON 129J (Edn 18/11/16)) shall be interpreted by the Parties as having the meaning outlined hereunder:</p> <ul style="list-style-type: none"> <li>i. Articles shall mean all goods (excluding the Ordered Panel Services) which the Supplier is required under this Legal Services Contract to supply;</li> <li>ii. Authority shall mean the Customer;</li> <li>iii. Condition shall mean this DEFCON 129J (Edn 18/11/16) and the notes thereto;</li> <li>iv. Contract shall mean this Legal Services Contract;</li> <li>v. Contractor shall mean the Supplier; and</li> <li>vi. DEFCON 5J shall mean DEFCON 5J (Edn 18/11/16) and the notes thereto as set</li> </ul>







[REDACTED]

**4.8 Security**

**Security Aspects**

A. The Customer and Supplier agree that the following DEFCONs (and the matters set out in the notes thereto) shall apply to and shall be incorporated into this Legal Services Contract:

[REDACTED]

**b. DEFCON 660 (Edn 12/15) - Official-Sensitive Security Requirements**

**Note 1:** For the purposes of this Legal Services Contract, the following words and expressions (as contained within DEFCON 660 (Edn 12/15) and the security aspects letter thereto (inclusive of the official security conditions), as specified at Note 2) shall be interpreted by the Parties as having the meaning outlined hereunder:

- i. Authority shall mean the Customer;
- ii. Contract shall mean this Legal Services Contract;
- iii. Contractor shall mean the Supplier; and
- iv. Security Aspects Letter shall mean Section C, Annex 2.

**Note 2:** For the purposes of DEFCON 660 (Edn 12/15), the aspects designated OFFICIAL-SENSITIVE shall be as defined in the security aspects letter at Section C, Annex 2, which also sets out the official security conditions. Any changes in







**Other security policy**

J. The Supplier shall comply with the provisions of:

- a. [REDACTED];
- b. [REDACTED];
- c. the security protocol set out at Section C, Annex 4; and
- d. such other of the Customer's security policy current from time to time as may be notified to the Supplier by the Customer,  
and the Supplier shall ensure that:
- e. all Supplier Personnel comply with the provisions of:
  - i. the security protocol set out at Section C, Annex 4; and
  - ii. such other of the Customer's security policy current from time to time as may be notified to the Supplier by the Customer; and
- f. (as may be requested by the Customer) Supplier Personnel falling under sub-paragraph D of this paragraph 4.8 are promptly read-into and comply with, the provisions of:
  - i. [REDACTED]; and
  - ii. [REDACTED],

to the extent such read in is facilitated by the Customer.

**Publicity**

K. In addition to Clause 13, the Supplier shall not and shall procure that none of its Sub-Contractors shall:

- a. communicate with representatives of the press, television, radio or other communications media on any matter concerning this Legal Services Contract; or
- b. use the Customer's name or brand or [REDACTED] in any promotion or marketing or announcement of orders,

unless the Customer Representative has given his prior Approval (the decision of the Customer to Approve or not shall not be unreasonably withheld or delayed).

**Cyber**

L. The Customer and Supplier agree that in addition to and notwithstanding any other provisions under or in connection with this Legal Services Contract and/or the Panel Agreement connected with the Cyber Essentials Scheme the following DEFCON (and the matters set out in the notes thereto) shall apply to and shall be incorporated into this Legal Services Contract:

DEFCON 658 (Edn 10/17) - Cyber

**Note 1:** For the purposes of this Legal Services Contract, the following words and expressions (as contained within DEFCON 658 (Edn 10/17)) shall be interpreted by the

Parties as having the meaning outlined hereunder:

- i. Authority shall mean the Customer;
- ii. Condition shall mean this DEFCON 658 (Edn 10/17) and the notes thereto;
- iii. Contract shall mean this Legal Services Contract;
- iv. Contractor shall mean the Supplier;
- v. Contractor Deliverables shall mean the Ordered Panel Services;
- vi. Good Industry Practice shall have the meaning set out in Contract Schedule 1 (Definitions);
- vii. Sub-contract shall have the meaning set out in Contract Schedule 1 (Definitions); and
- viii. Sub-contractor shall have the meaning set out in Contract Schedule 1 (Definitions).



**Note 3:** The Parties acknowledge and agree that for the purposes of clause 7 of DEFCON 658 (Edn 10/17) all references therein to DEFCON 514 are replaced by Clause 11.2.

**Note 4:** The Parties acknowledge and agree that for the purposes of clause 8 of DEFCON 658 (Edn 10/17) all references therein to DEFCON 620 are replaced by Clause 4 and all references to Contractor Change Proposal and Authority Notice of Change are replaced by a Customer request and Supplier response to such request pursuant to Clause 4 respectively.

**Note 5:** The Parties acknowledge and agree that for the purposes of clause 8 of DEFCON 658 (Edn 10/17) all references therein to DEFCON 530 are replaced by Clause 24.

### **Security Management Plan**

- M.** The Supplier acknowledges that the Customer places great emphasis on the reliability of the performance of the Ordered Panel Services and on security.
- N.** The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
  - a.** is in accordance with the Law and this Legal Services Contract;
  - b.** as a minimum demonstrates Good Industry Practice;
  - c.** the Customer's ICT policy current from time to time; and
  - d.** meets any specific security threats of immediate relevance to the Ordered Panel Services.
- O.** In the event of any inconsistency in the provisions of the standards, guidance and policies set out in sub-paragraph N of this paragraph 4.8, the Supplier should notify the Customer Representative of such inconsistency immediately upon becoming aware of the same, and the Customer Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.
- P.** The Supplier shall develop and maintain a security management plan in accordance with this paragraph 4.8. The Supplier shall thereafter comply with

its obligations set out in the agreed security management plan.

**Q.** The Supplier shall ensure that the security management plan as required under this paragraph 4.8 shall:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**f.** be written in plain English in language which is readily comprehensible to Supplier Personnel and staff of the Customer.

**R.** Within [REDACTED] after the date of award of the Legal Services Contract (or such other period agreed by the Parties in writing) the Supplier shall prepare and deliver to the Customer for Approval a fully complete and up to date security management plan.

**S.** If the security management plan submitted to the Customer in accordance with sub-paragraph R of this paragraph 4.8, or any subsequent revision to it in accordance with sub-paragraph W of this paragraph 4.8, is Approved it will be adopted immediately and will replace any previous version of the security management plan and thereafter will be operated and maintained in accordance with this paragraph 4.8. If the security management plan is not Approved, the Supplier shall amend it within [REDACTED] of a notice of rejection by the Customer and re-submit to the Customer for Approval. The parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible from the date of first submission to the Customer. If the Customer

does not approve the security management plan following its resubmission, the matter will be resolved in accordance with Clause 24. The Customer shall not unreasonably withhold or delay its decision to Approve or not the security management plan pursuant to this sub-paragraph S of paragraph 4.8. However, a refusal by the Customer to Approve the security management plan on the grounds that it does not comply (in whole or in part) with the requirements set out in sub-paragraph Q of this paragraph 4.8 shall be deemed to be reasonable.

T. Approval by the Customer of the security management plan pursuant to sub-paragraph S of this paragraph 4.8 or of any change to the security management plan in accordance with sub-paragraph W of this paragraph 4.8 shall not relieve the Supplier of its obligations under this paragraph 4.8.

U. Any security management plan agreed or determined pursuant to sub-paragraph S of this paragraph 4.8 shall be fully reviewed and updated by the Supplier [REDACTED] to reflect:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

V. The Supplier shall provide the Customer with the results of such reviews as soon as reasonably practicable after their completion including confirmation of any proposed changes or amendments to the security management plan. The results of the review shall include, without limitation:

[REDACTED]  
[REDACTED]  
[REDACTED]

W. Any change or amendment which the Supplier proposes to make to the security management plan (as a result of a review conducted in accordance with sub-paragraph U of this paragraph 4.8 or as may otherwise be requested by the Customer) shall not be implemented until Approved by the Customer.

**Security Breach**

X. Either party shall notify the other (in accordance with any agreed security incident management process if one exists) upon becoming aware of any security breach or any potential or attempted security breach.

Y. Without prejudice to the prevailing security management plan as may be agreed or determined pursuant to sub-paragraph S of this paragraph 4.8 and/or any security incident management process if one exists, upon becoming aware of any of the circumstances referred to in sub-paragraph X of this paragraph 4.8, the Supplier shall immediately take all reasonable steps (which shall include any action or changes reasonably required by the Customer) necessary to:

- a. minimise the extent of actual or potential harm caused by such security breach;
- b. remedy such security breach to the extent possible and protect the integrity of the Customer and the provision of the Ordered Panel Services to the extent within its control against any such security breach or attempted security breach;
- c. prevent an equivalent security breach in the future exploiting the same root cause failure; and
- d. as soon as reasonably practicable provide to the Customer, where the Customer so requests, full details (using any reporting mechanism as may be defined by the security management plan if one exists) of such security breach or attempted security breach, including a root cause analysis where required by the Customer,

and to the extent that any action is taken in response to a security breach or potential or attempted security breach that demonstrates non-compliance of the prevailing security management plan as may be agreed or determined pursuant to sub-paragraph S of this paragraph 4.8 with security requirements set out in this Legal Services Contract, then any required change to such security management plan shall be at no additional cost, charge and/or expense to the Customer.

[REDACTED]

[REDACTED]