



Work Order

This document is a Work Order according to the definitions contained within the provisions of the Services Delivery Agreement (SDA) dated **1st May 2025**, between **Bloom Procurement Services Ltd** and **Edale UK Management Limited**.

Except where stated herein, all the clauses and conditions specified in the said supplier terms are included herein by reference and form part of this Work Order.

For the avoidance of doubt, the Bloom Standard Terms & Conditions (only where applicable), the SDA and this Work Order constitute the contract between Bloom and the SPS Provider and are hereinafter referred to collectively as the Supplier Terms.

We are delighted to advise that **Bloom Procurement Services Ltd** have been authorised to obtain the following services on behalf of the Authority.

Project Number:	Project_7197 Contract_17036
Project Name:	NEPRO3 - IBCA Provision of Financial Support to Persons Claiming
SPS Provider:	Edale UK Management Limited
For the Attention of:	REDACTED TEXT under FOIA Section 40, Personal Information
E-mail:	REDACTED TEXT under FOIA Section 40, Personal Information
Telephone Number:	REDACTED TEXT under FOIA Section 40, Personal Information
Address:	REDACTED TEXT under FOIA Section 40, Personal Information

Description of Specialist Professional Services / deliverables required:



Edale UK Management Limited (Edale) have been appointed by Bloom Procurement Services Limited on behalf of Cabinet Office (CO) on behalf of the Infected Blood Compensation Authority ('IBCA') to provide up to 1,000 people making claims for compensation ('Persons Claiming') with guidance on the safe management of their money through a tailored introductory session with a financial advisor. Notwithstanding this, Edale acknowledges that it will only be required to provide its services to such number of persons actually allocated to it through the 'Process For Allocation of Work Pursuant to the Mini-Competition' described below, from time to time. IBCA case managers will use the allocation process described below to select the appointed SPS Provider that will provide financial guidance to that Person Claiming. Following any allocation to Edale, Edale will commence delivering its services including the introductory session. As described below, IBCA will pay for these services on behalf of the Persons Claiming by way of the single fixed fee as stated in the Work Order.

Through the very nature of the Scheme, Persons Claiming are vulnerable people with complex medical and other needs. Edale must be able to provide a service and guidance sensitive to those needs and compliant

with the vulnerable customer policy held by Edale. Edale must ensure that its internal policies and procedures are compliant with the FCA's guidance for the fair treatment of vulnerable customers including the following (as updated from time to time): <https://www.fca.org.uk/publications/multi-firm-reviews/firms-treatment-vulnerable-customers>
<https://www.fca.org.uk/publications/finalised-guidance/guidance-firms-fair-treatment-vulnerable-customers>



Edale must at all times, in relation to Persons Claiming:

- act honestly, fairly and professionally in accordance with the best interests of the Person Claiming;
- pay due regard to the Person Claiming's interests and treat them fairly; and
- identify and understand signs of actual or potential vulnerability in each Person Claiming.

Cabinet Office have interpreted advice for the 'safe management of money' to mean the provision of guidance to the Person Claiming about:

- the merits of taking a lump sum or regular payments with reference to various asset classes without an expression of opinion or recommendation on any specific products (including specific stocks and shares, trusts, funds, ISAs or similar accounts or products) and the tax treatment of compensation under the Scheme;
- the safe and practical management of their funds (e.g. using an appropriate and secure account);
- safeguarding against fraud;
- the importance of a will and other relevant topics;
- safeguarding against economic abuse, and accordingly, the requirement is for Edale to deliver this scope of guidance to each Person Claiming (where allocated to it) in the introductory session. This requirement is to cover Persons Claiming through both the core and supplementary routes, as set out in this summary for the second set of Infected Blood Compensation Scheme regulations.

The Person Claiming may also have other specific questions and requests in connection with their compensation offer under the Scheme that Edale must address, so long as they fall within the scope of the guidance to be provided under this Work Order.

Any further paid-for financial guidance from Edale's financial advisor should be only pursued on request of the Person Claiming in receipt of compensation and should not be provided within the scope of the session paid for by IBCA and must be carried out as a separate engagement with the Person Claiming. If the Person Claiming asks for information on further financial guidance services and products during the introductory session this must include a full and accurate description of the services that may be offered, and the relevant fees for which the Person Claiming would be liable - making clear that this would not be paid for by the Delivery Partner or IBCA.

The Work Order constitutes a non-exclusive contract and there is no guaranteed level of work under the Work Order. The Cabinet Office has the right at its discretion to appoint any other SPS Provider and/or any other service provider to provide services the same as or similar to these services to Persons Claiming.

Process For Allocation of Work Pursuant to the Mini-Competition

Pursuant to the mini-competition, CO intends to appoint multiple SPS Providers to deliver the services in this specification under individual Work Orders pursuant to the mini competition process and the respective Service Delivery Agreements (SDAs) of the appointed SPS Providers.

Subject to the final paragraph of the previous Section relating to non-exclusivity and no guarantee of work, and the provisions of this Section, CO may allocate Persons Claiming to the appointed SPS Providers under their respective Work Orders on a rotation basis, so as to allocate Persons Claiming to those SPS Providers as fairly as reasonably practicable and to take account of all relevant considerations and factors (including existing relationships, conflicts and other discussions with persons claiming). The SPS Provider has the right to refuse to act in respect of a Person Claiming on reasonable grounds including conflicts or other regulatory reasons which would prevent an SPS Provider from accepting an instruction subject to providing prior written notice to CO.

CO may allocate Persons Claiming to other appointed service providers in the exercise of its non-exclusivity rights described in the sections above. CO also reserves the right to depart from this process where in CO's opinion:

- a) a SPS Provider does not have capacity to complete the next assignment within or to CO's timescales or requirements, particularly in relation to Persons Claiming who may require an expedited service due to being at or near end-of-life (and in these circumstances CO may require immediate responses from the appointed service providers as to their capacity in order to make an appropriate determination);
- b) there have been concerns or performance issues about a SPS Provider in respect of a previous assignment;
- c) it is desirable to use a particular SPS Provider for reasons of continuity with a previous assignment;
- d) it is desirable to use a particular SPS Provider for reasons of geographical convenience;
- e) it is desirable to use a particular SPS Provider in relation to Persons Claiming who require face to face guidance and who may be unable to travel to other locations for any reason (including where due to health condition); or
- f) it is desirable to accommodate the individual preference expressed by a Person Claiming for a particular SPS Provider.

Incorporation of Tender into Work Order

- a) Edale's tender solution ("Tender") is set out in Appendix 3 to the Work Order and shall form part of the Work Order. Edale shall provide the services described in this Work Order including its Tender.
- b) If there is any conflict between (i) the provisions of this Work Order excluding the Tender and (i) the Tender, the conflict shall be resolved in accordance with the following order of precedence:
First, the provisions of this Work Order excluding the Tender; and
Secondly, the Tender, unless any part of the Tender offers a better commercial position for CO (as decided by CO, in its absolute discretion), in which case that part of the Tender will take precedence.

Detailed Requirements

Provision of Guidance

- Edale shall enter into appropriate engagement documentation with any Person Claiming allocated to it in accordance with regulatory requirements.
- Edale's financial advisor will provide a tailored introductory session of a minimum of one hour to people in receipt of compensation covering the scope of guidance identified above.
- Edale shall explain its role and responsibilities clearly to each Person Claiming that is allocated to it at the time of being appointed to provide guidance to that Person Claiming, including an explanation of the fees that it will receive pursuant to this Work Order. No fees shall be levied against the Person Claiming in respect of the Edale's performance of services under this Work Order.
- In exceptional circumstances and subject to the prior written approval of IBCA and to the provisions set out in the Evaluation, Edale shall attend meetings with the Person Claiming at a mutually agreed location where there are special circumstances dictating this need.
- Edale's financial advisor will gather relevant information about the financial situation of the Person Claiming ahead of the meeting, to identify in advance their specific needs for the session (and the format of this request for information is to be shared with IBCA in advance Edale's financial advisor issuing the request to the first claimant which they will deal with).
- IBCA will provide the Person Claiming with details of the two payment options for receiving compensation i.e. lump sum or monthly payments over stipulated periods, in the compensation offer; the Edale's financial advisor should provide the Person Claiming during the introductory session with information and guidance to help them make the decision as to which payment option to accept, if requested by the Person Claiming. Edale's financial advisor should in addition provide generic guidance on how compensation offered pursuant to the Scheme is treated for the purposes of UK taxation.
- Following the introductory session, the Edale's financial advisor will produce for the Person Claiming a summary of their discussion, including - but not limited to - actionable recommendations derived from the discussion which the Person Claiming may choose to take forward. It should also contain a written statement on the choice between lump-sum or regular compensation payments. This written

summary shall be written in plain, jargon-free English insofar as possible, and must not solely consist of a recommendation for additional paid-for financial advice.

- Liability for the provision of guidance to the Person Claiming (including where such guidance is negligent) rests with Edale. Edale's financial advisors are obligated to act in the best interests of their clients, which are the Persons Claiming in this context, and to provide accurate and suitable guidance based on the client's individual circumstances. If they fail to meet these obligations, Edale shall be accountable for any resulting financial losses. The Edale's obligations to take out and maintain for the duration specified in this Work Order professional indemnity insurance are set out in the Work Order. Persons Claiming who believe they have received poor guidance have the right to seek redress through appropriate channels, such as the Financial Ombudsman Service or the Financial Services Compensation Scheme, if applicable.
- For the purposes of clause 12.2 of the Service Delivery Agreement, no subcontracting by Edale shall be permitted unless both CO and the Delivery Partner have given their prior written approval.
- Edale shall provide its guidance to the Persons Claiming allocated to it on a confidential basis and under the same duty of confidence as would normally apply in its private practice.
- Submission of a monthly payment request: Each submission from Edale shall contain a spreadsheet (using the template at Annex 3 or such other template as is provided to Edale) setting out the unique identifiers for the Persons Claiming who have received the Service together with such other information as may requested by the CO or the Delivery Partner from time to time.
- Edale shall notify the Delivery Partner and the Cabinet Office promptly and in any event within 2 Business Days on reaching any volume discount threshold referenced in Appendix 4.
- Edale shall inform the CO and the Delivery Partner promptly of capacity constraints (current or anticipated) including where due to leave commitments for relevant personnel.

Sensitivity to Individual Circumstances

- Edale must ensure that financial advisors take into account the specific circumstances of the Scheme, and are sensitive to the history of the contaminated blood scandal so that they can approach discussions with people in receipt of compensation in an informed and sensitive way.
- CO considers that all Persons Claiming will be classed as vulnerable customers under the FCA rules. Edale must have appropriate procedures in place to support vulnerable customers and follow that procedure when dealing with Persons Claiming. Some Persons Claiming may be at or near end-of-life and there may be a commensurate requirement to deliver the service specified in this document to them in an expedited fashion, with particular consideration given the importance of a will and other relevant topics.
- Edale should also demonstrate they have processes in place to apply Consumer Duty in line with its regulatory obligations (which requires firms to seek good outcomes for consumers).
- Edale should be willing to work alongside any trusted third party or recognised intermediaries, (including but not limited to solicitors, those with power of attorney, existing IFA etc) in the provision of the service.
- Edale should be aware of, and accommodating to, those with accessibility needs.

Service Monitoring

- Edale must submit to IBCA details of the amount of time spent on each session, separated into time spent with each Person Claiming (i.e. the length of each Person Claiming's session, which must be at minimum one hour) and preparatory time spent thereon and the provision of the summary and statement required above. This reporting should be sent to IBCA on a monthly basis in a format agreed between the parties.
- Edale must submit service delivery KPIs as described below on a monthly basis.



Mandatory Requirements

- 1.1 Edale must ensure that all financial advisors advising and/or meeting Persons Claiming hold Competent Advisor Status, and hold at minimum the qualifications set out by the regulating authority which should include but are not limited to an in-date Level 4 financial advisor qualification e.g. the Diploma for Financial Advisors. Where available, financial advisors holding an in-date Level 6 financial advisor qualification (e.g. the Advanced Diploma in Financial Planning) are most desirable.
- 1.2 Edale shall maintain FCA approval via direct authorisation or appointed representative status throughout the duration of this Work Order. For so long as (and to the extent that) Edale's ability to comply with and perform the obligations under this Work Order are dependent upon any third party (such as the holding of appointed representative status under an appointed representative agreement), such circumstances shall be subject to the prior written approval of the Delivery Partner and of CO and, once so approved, shall be maintained for the duration of the delivery of services under this Work Order. Any changes to this must be communicated in writing to CO and the Delivery Partner within 24 hours.
- 1.3 Edale's financial advisor will gather relevant information about the financial situation of the Person Claiming ahead of the meeting, to identify in advance their specific needs for the session.
- 1.4 Edale must ensure that financial advisors take into account the specific circumstances of the Scheme, the statutory framework and are sensitive to the history of contaminated blood in the United Kingdom so that they can approach discussions with people in receipt of compensation in an informed and sensitive way.
- 1.5 Edale must hold and maintain Cyber Essentials certification. Cyber Essentials certification must be renewed annually by the Provider for the duration of the Work Order. To the extent that Edale does not hold Cyber Essentials certification at the date on which this Work Order commences, it warrants that it will operate at all times in accordance with such certification in providing services under this Work Order and, in any event, will procure that such certification is obtained no later than 14 days from the date of this Work Order.
- 1.6 Edale shall provide evidence of ISO27001 certification where available.
- 1.7 Edale shall adhere to the Information Security Schedule set out in Appendix. 1 during the period of the Work Order.
- 1.8 Ethical Wall - **not used**
- 1.9 TUPE - **not used**
- 1.10 Edale's conflict of interest statement is included at Appendix 5 and is incorporated into this Work Order.

Safeguarding

1. The parties acknowledge that the SPS Provider is responsible for the management and control of the activity provided under this Work Order and for the purposes of the Safeguarding Vulnerable Groups Act 2006. The SPS Provider shall act in accordance with any relevant statutory framework, legislation, policy and guidance.
2. The SPS Provider shall comply with the CO's safeguarding policies as amended from time to time.
3. The SPS Provider shall comply with all statutory obligations including but not limited to safeguarding and any relevant statutory obligations relating to the delivery of the Specialist Professional Services.
4. The SPS Provider shall indemnify the Delivery Partner and the CO against all actions, claims, demands, losses, charges, costs, penalties, and expenses which the Delivery Partner and/or CO may suffer or incur as a result of or in connection with any breach or alleged breach of its safeguarding obligations referenced immediately above in paragraphs 1 – 3.
 - Edale shall on or before the date on which this Work Order is signed by the parties, promptly and without undue delay supply a fully executed Collateral Warranty and Data Sharing Agreement in favour of CO substantially in the form attached to this Specification at Appendix 2. To the extent that this is not done within 24 hours of the signature of this Work Order, this Work Order shall be deemed to be cancelled and shall have no effect. In such circumstances, no compensation or other payment of any kind shall be due to Edale from the Delivery Partner or CO.
 - Edale and CO acknowledge and agree that the circumstances and sensitivities of the Scheme require a strong commitment to data protection standards. The precise requirements stemming from this are set out in the Services Delivery Agreement (SDA) and this Work Order (for data protection provisions relating to the Delivery Partner and Edale) and are set out in the Collateral Warranty and Data Sharing Agreement (for data protection provisions relating to CO and Edale).



Milestones

REDACTED TEXT under FOIA Section 43 (2), Commercial Information

Service Levels and Key Performance Indicators (KPIs)

REDACTED TEXT under FOIA Section 43 (2), Commercial Information

Termination

REDACTED TEXT under FOIA Section 43 (2), Commercial Information

Contract Management (Measuring Success and Review)

REDACTED TEXT under FOIA Section 43 (2), Commercial Information

REDACTED TEXT under FOIA Section 43 (2), Commercial Information	
REDACTED TEXT under FOIA Section 43 (2), Commercial Information	
REDACTED TEXT under FOIA Section 43 (2), Commercial Information	
Commencement Date	2 nd June 2025
Completion Date	30 th March 2026
REDACTED TEXT under FOIA Section 43 (2), Commercial Information	



REDACTED TEXT under FOIA Section 43 (2), Commercial Information			
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REDACTED TEXT under FOIA Section 43 (2), Commercial Information			
REDACTED TEXT under FOIA Section 43 (2), Commercial Information			
REDACTED TEXT under FOIA Section 43 (2), Commercial Information			

Any Further Specific Requirements	REDACTED TEXT under FOIA Section 43 (2), Commercial Information
	REDACTED TEXT under FOIA Section 43 (2), Commercial Information

Invoicing procedure

The SPS Provider shall complete and submit a Payment Request/Highlight Report via the Technology Platform. This will initiate the Self-Billing Process once approved by the Authority or requirement owner.

Milestone reporting and Payment (Subject to agreed Payment Request/Highlight Report)

Payment Schedule

Description		Deliverables	Invoice Frequency	Total Price
	REDACTED TEXT under FOIA Section 43 (2), Commercial Information	REDACTED TEXT under FOIA Section 43 (2), Commercial Information	REDACTED TEXT under FOIA Section 43 (2), Commercial Information	REDACTED TEXT under FOIA Section 43 (2), Commercial Information



	REDACTED TEXT under FOIA Section 43 (2), Commercial Information	REDACTED TEXT under FOIA Section 43 (2), Commercial Information
Total:		£2,078.95 (excluding VAT) per Person Claiming, but this unit price shall be subject to the application of the
		volume discounts as set out in Appendix 4. The total sum payable under this Work Order will depend on allocation and consumption under this Work Order and the allocation of a Person Claiming to Edale for the provision of the services under this Work Order shall be confirmed in writing by the CO issuing a unique identifier to Edale in respect of each individual Person Claiming.

Total Price	Commencement Date	Currency
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£2,078.95 (excluding VAT) per Person Claiming, but this unit price shall be subject to the application of the volume discounts as set out in Appendix 4. The total sum payable under this Work Order will depend on allocation and consumption under this Work Order and the allocation of a Person Claiming to Edale for the provision of the services under this Work Order shall be confirmed in writing by the CO issuing a unique identifier to Edale in respect of each individual Person Claiming.	2nd June 2025	Pounds Sterling
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Acknowledgment re supervision and control of SPS Provider personnel

By signing this Work Order and agreeing to the Supplier Terms, the SPS Provider confirms for the duration of the Services provided (subject to the contractual terms governing the Services to be provided):

1. The SPS Provider shall procure that its personnel do not act or operate in a manner which could be perceived in such a way as to infer that the SPS Provider's personnel are employees of the Authority;
2. The SPS Provider shall always ensure that the Authority shall not supervise or control the work being carried out by the SPS Provider's personnel;
3. The SPS Provider is free to determine the personnel it uses to provide the services provided that all personnel meet the standards specified by the Authority (including security clearances where applicable);
4. The SPS Provider shall not assume any line management responsibility for any of the Authority's employees;
5. The SPS Provider shall use their own equipment to deliver the Services, except where the provision of equipment by the Authority is necessary for security purposes;
6. The SPS Provider shall determine their own place and hours of work, except where the nature of the project naturally enforces restriction e.g. attending project meetings at client site during business hours;

If at any time, the SPS Provider fails to comply with the above terms, this shall amount to a material breach of the Work Order which is not capable of remedy for the purposes of the termination clause of the SDA and this Work Order will be terminated with immediate effect. If the SPS Provider breaches these provisions it may be liable for the payment of income tax or national insurance contributions.

ANNEX 1 – to record permitted project specific processing of personal data.

1. The Contractor shall comply with any further written instructions with respect to processing by the Data Controller.
2. Any such further instructions shall be incorporated into this Schedule and this Schedule may be amended at any time during the Term by agreement in writing between the Data Controller and the Contractor to ensure that the description and detail set out in this Schedule with regard to the processing of personal data reflects the arrangements between the Parties, is accurate and is compliant against the Data Protection Legislation.

No	Description	Details
1	Subject Matter of the Processing	The SPS Provider will process the Delivery Partner and/or the Relevant Authority business-to-business personal data to enable effective communication between the parties in relation to the provision of services under the Work Order.
2	Duration of the Processing	The processing will continue for the duration of the Work Order and until the completion/expiry/termination of the Work Order.
3	Nature and Purposes of the Processing	<p>The nature of the processing includes the collection, recording, organisation storage, retrieval, use, disclosure by transmission, dissemination or otherwise making available, erasure or destruction of data (whether by automated means)</p> <p>The purpose of the processing is the fulfilment of the SPS Providers obligations arising under the Work Order for the provision of specialist professional services and to ensure effective communication between the SPS Provider, the Delivery Partner and the Relevant Authority.</p>
4	Type of Personal Data	<p>For the purposes of the contract, the Delivery Partner will disclose the following information directly to the SPS Provider:</p> <p>Contact details for individuals concerned with the management of the Work Order</p> <p>Contact details for individuals concerned with specific projects under the Work Order</p> <p>(Name, business email address, business telephone number)</p>
5	Categories of Data Subject	Employees or representatives of the Delivery Partner or the Relevant Authority concerned with Work Order.



6	Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The SPS Provider agrees that all personal data supplied will be retained no longer that is necessary after the expiry or termination of the Work Order and shall be destroyed as soon as practicable.
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ANNEX 2

1. This Annex lists the sub-processors that the Data Controller has authorised the Contractor to use in accordance with the Supplier Terms.
2. The Data Controller may, at any time and upon such notice as is reasonable in the circumstances, withdraw its approval in relation to any or all sub-processors listed within this Annex and upon such withdrawal the Contractor must immediately cease using that sub-processor.
3. If the Contractor wishes to propose a new sub-processor for approval, it must provide written notice to the Data Controller detailing the identity of the proposed sub-processor, the nature of the sub-processing and confirmation that a written contract in relation to the sub-processing is in place between the Contractor and the sub-processor. The Data Controller must not unreasonably refuse or delay approval.
4. The Data Controller may at any time and upon reasonable notice request copies of the contracts between the Contractor and its approved sub –processors in relation to the sub-processing.

Sub-contractor details: (name, address and company registration number)	Nature of sub-processing:	Commencement date and term of contract between Contractor and Sub-processor:
N/A	N/A	N/A



Signature Area

Organisation Name:

REDACTED TEXT under FOIA Section 40, Personal Information

Role/Title

REDACTED TEXT under FOIA Section 40, Personal Information

Name:

REDACTED TEXT under FOIA Section 40, Personal Information

Signature:

REDACTED TEXT under FOIA Section 40, Personal Information

Organisation Name:

REDACTED TEXT under FOIA Section 40, Personal Information

Role/Title

REDACTED TEXT under FOIA Section 40, Personal Information

Name:

REDACTED TEXT under FOIA Section 40, Personal Information

Signature: REDACTED TEXT under FOIA Section 40, Personal Information

[illegible]





ANNEX 4 – CCN Template

CHANGE CONTROL

This document is a Change Control according to the definitions contained within the provisions of the Specialist Service Provider contract dated between **Bloom Procurement Services Ltd** and **[Suppliers full name]** where stated herein, all the clauses and conditions specified in the said contracts are included herein by reference and form part of this Change Control.

Where a written request for an amendment is received from the Authority, the Neutral Vendor shall, unless otherwise agreed, submit two copies of a Change Control Note (as described in the table below) signed by the Neutral Vendor to the Authority within three weeks of the date of the request.

Title of the Change	Project XXXX Contract XXXX Project name NEPRO3 – IBCA Provision of Financial Support to Persons Claiming
Originator and Date of Request/recommendation for the Change	REDACTED TEXT under FOIA Section 40, Personal Information
Reason for the Change	[Increase/reduction] in total contract value/no change to expiry date
Full Details of the Change, including any specifications	<i>To modify the original Work Order by [increasing/reducing] funding by [up/down] to £x excluding VAT.</i>
Price, if any, of the Change	£x
Purchase Order Number	REDACTED TEXT under FOIA Section 43 (2), Commercial Information
Timetable for Implementation, together with any Proposals for acceptance of the Change	<i>Effective from [date]</i>
Payment Schedule, if appropriate	<i>1. Payment Schedule 1 - Project_XXXX – PO_TBC - NEPRO3 - IBCA Provision of Financial Support to Persons Claiming – Consumption Based - £x – [additional/reducing] value to existing PO line – 30/03/2026</i>



<p>Details of the likely impact, if any, of the Change on other aspects of this Agreement or the Work Order including:</p> <p>(a) The timetable of provision of the change;</p> <p>(b) The personnel to be provided;</p>	<p>(a) <i>Effective between [date] – 30/03/2026</i></p> <p>(b) <i>As per work order</i></p> <p>(c) <i>[increased/reduced] to £x</i></p> <p>(d) <i>As per work order</i></p> <p>(e) <i>Not applicable</i></p>
<p>(c) The Charges;</p> <p>(d) The Documentation to be provided; (e) The training to be provided;</p> <p>(f) Working arrangements;</p> <p>(g) Other contractual issues</p>	<p>(f) <i>As per work order</i></p> <p>(g) <i>Not applicable</i></p>
<p>Date of expiry of the overarching Project</p>	<p><i>30/03/2026</i></p>

Signature:

Signed by and on behalf of **Bloom Procurement Services Ltd**

Name:

Title:

Date:

Signature:

Signed by and on behalf of **XXX**

Name:

Title:

Date:

Appendix 1 – Cabinet Office Information Security Management Requirements

Information Security Management

Cabinet Office project requirements for Consultancy/Professional Services

1 Cabinet Office Options

Risk assessment

The Cabinet Office has assessed this Agreement as	a standard consultancy agreement	<input checked="" type="checkbox"/>
	a higher-risk consultancy agreement	<input type="checkbox"/>

Relevant Certifications

Where the Cabinet Office has assessed this Agreement as a standard consultancy agreement, it requires the SPS Provider to be certified as compliant with:	Cyber Essentials	<input checked="" type="checkbox"/>
	Cyber Essentials Plus	<input type="checkbox"/>

2 SPS Provider obligations

Where the Cabinet Office has assessed this Agreement as a higher-risk consultancy agreement, the SPS Provider must comply with all requirements in this Schedule Annex 1 (Security Management).

Where the Cabinet Office has assessed this Agreement as a standard consultancy agreement, the SPS Provider must comply with this Schedule Annex 1 (Security Management), other than:

the requirement to be certified as compliant with ISO/IEC 27001:2013 under Paragraph (a);

the requirement to undertake security testing of the SPS Provider Information Management System in accordance with paragraph 3 of Appendix 1; the requirement to produce a Security Management Plan in accordance with Paragraph 8

the requirement to document unencrypted Cabinet Office Data in the Security Management Plan in accordance with paragraph 5.4 of Appendix 1

3 Definitions

In this Schedule Annex 1 (Security Management):

"Anti-virus Software"	<p>means software that:</p> <ul style="list-style-type: none"> (a) protects the SPS Provider Information Management System from the possible introduction of Malicious Software; (b) scans for and identifies possible Malicious Software in the SPS Provider Information Management System; (c) if Malicious Software is detected in the SPS Provider Information Management System, so far as possible: <ul style="list-style-type: none"> i. prevents the harmful effects of the Malicious Software; and ii. removes the Malicious Software from the SPS Provider Information Management System.
"Breach of Security"	means the occurrence of:

	<p>(a) any unauthorised access to or use of the Services, the Cabinet Office Premises, the Sites, the SPS Provider Information Management System and/or any information or data used by the Cabinet Office, the SPS Provider or any Sub-contractor in connection with this Agreement;</p> <p>(b) the loss (physical or otherwise) and/or unauthorised disclosure of any information or data, including copies of such information or data, used by the Cabinet Office, the SPS Provider or any Subcontractor in connection with this Agreement; and/or</p> <p>(c) any part of the SPS Provider Information Management System ceasing to be compliant with the Certification Requirements.</p>
"Cabinet Office Data"	<p>means any:</p> <p>(a) 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; or</p> <p>(b) Personal Data for which the Cabinet Office is a, or the, Data Controller,</p> <p>that is:</p> <p>i. supplied to the SPS Provider by or on behalf of the Cabinet Office; or</p> <p>ii. that the SPS Provider generates, processes, stores or transmits under this Agreement.</p>
"Cabinet Office Equipment"	means any hardware, computer or telecoms devices, and equipment that forms part of the Cabinet Office System.
"Cabinet Office System"	means the information and communications technology system used by the Cabinet Office to interface with the SPS Provider Information Management System or through which the Cabinet Office receives the Services.
"Certification Default"	means the occurrence of one or more of the circumstances listed in paragraph (c).
"Certification Rectification Plan"	means the plan referred to in paragraph (a).
"Certification Requirements"	means the information security requirements set out in paragraph 6.2.
"Cyber Essentials"	means the Cyber Essentials certificate issued under the Cyber Essentials Scheme.
"Cyber Essentials Plus"	means the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme.
"Cyber Essentials Scheme"	means the Cyber Essentials scheme operated by the National Cyber Security Centre.

"End-user Device"	means any personal computers, laptops, tablets, terminals, smartphones or other portable electronic device used in the provision of the Services.
"HMG Baseline Personnel Security Standard"	means the employment controls applied to any individual member of the SPS Provider Personnel that performs any activity relating to the provision or management of the Services, as set out in "HMG Baseline Personnel Standard", Version 6.0, May 2018 https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf), as that document is updated from time to time.
"Malicious Software"	means any software program or code intended to destroy, interfere with, corrupt, remove, transmit or cause undesired effects on program files, data or other information, executable code, applications, macros or configurations.
"NCSC Cloud Security Principles"	means the National Cyber Security Centre's document "Implementing the Cloud Security Principles" as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/cloudsecurity/implementing-the-cloud-security-principles .
"NCSC Device Guidance"	means the National Cyber Security Centre's document "Device Security Guidance", as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/device-security-guidance .
"Privileged User"	means a user with system administration access to the SPS Provider Information Management System, or substantially similar access privileges.
"Process"	means any operation performed on data, whether or not by automated means, including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of that data.
"Prohibited Activity"	means the storage, access or Processing of Cabinet Office Data prohibited by a Prohibition Notice.
"Prohibition Notice"	means a notice issued under paragraph 1.3 of Appendix 1.
"Relevant Certifications"	means those certifications specified in paragraph 7.
"Relevant Convictions"	means any previous or pending prosecution, conviction or caution (excluding any spent conviction under the Rehabilitation of Offenders Act 1974) relating to offences involving dishonesty, terrorism, immigration, firearms, fraud, forgery, tax evasion, offences against people (including sexual offences), or any other offences relevant to Services as the Cabinet Office may specify.
"Security Management Plan"	means the document prepared in accordance with the requirements of paragraph 8.

"Sites"	<p>means any premises:</p> <p>(a) from or at which:</p>
	<p>(i) the Services are (or are to be) provided; or</p> <p>(ii) the SPS Provider manages, organises or otherwise directs the provision or the use of the Services; or (b) where:</p> <p>(i) any part of the SPS Provider Information Management System is situated; or</p> <p>(ii) any physical interface with the Cabinet Office System takes place.</p>
"Standard Contractual Clauses"	<p>means the standard data protection clauses specified in Article 46 of the United Kingdom General Data Protection Regulation setting out the appropriate safeguards for the transmission of personal data outside the combined territories of the United Kingdom and the European Economic Area.</p>
"SPS Provider Information Management System"	<p>means:</p> <p>(a) those parts of the information and communications technology system and the Sites that the SPS Provider or its Sub-contractors will use to provide the Services; and</p> <p>(b) the associated information assets and systems (including organisational structure, controls, policies, practices, procedures, processes and resources);</p>
"Sub-contractor Personnel"	<p>means:</p> <p>(a) any individual engaged, directly or indirectly, or employed, by any Sub-contractor; and (b) engaged in or likely to be engaged in:</p> <p>(i) the performance or management of the Services;</p> <p>(ii) or the provision of facilities or services that are necessary for the provision of the Services.</p>
"SPS Provider Personnel"	<p>means any individual engaged, directly or indirectly, or employed by the SPS Provider or any Sub-contractor in the management or performance of the SPS Provider's obligations under this Agreement.</p>
"UKAS"	<p>means the United Kingdom Accreditation Service.</p>

4 Introduction

REDACTED TEXT under FOIA Section 43 (2), Commercial Information



5 Principles of security

REDACTED TEXT under FOIA Section 43 (2), Commercial Information

6 Access to SPS Provider Personnel and SPS Provider Information Management System

REDACTED TEXT under FOIA Section 43 (2), Commercial Information

7 Certification Requirements

REDACTED TEXT under FOIA Section 43 (2), Commercial Information

8 Security Management Plan

REDACTED TEXT under FOIA Section 43 (2), Commercial Information

9 Notices

REDACTED TEXT under FOIA Section 43 (2), Commercial Information



Appendix 1: Security requirements

REDACTED TEXT under FOIA Section 43 (2), Commercial Information



Appendix. 2 - Collateral Warranty and Data Sharing Agreement

30/5/2025

DATED _____

(1) EDALE UK MANAGEMENT LIMITED

(2) THE CABINET OFFICE AS PART OF THE CROWN

(3) BLOOM PROCUREMENT SERVICES LTD

**SPS PROVIDER'S COLLATERAL WARRANTY AND DATA
SHARING AGREEMENT**

THIS SPS PROVIDER'S COLLATERAL WARRANTY AND DATA SHARING AGREEMENT is dated ³⁰
/5/2025

AMONG

- (1) **EDALE UK MANAGEMENT LIMITED** incorporated and registered in England and Wales with company number 08865887 whose registered office is at REDACTED TEXT under FOIA Section 40, Personal Information ("SPS Provider");
- (2) **THE CABINET OFFICE**, REDACTED TEXT under FOIA Section 40, Personal Information acting as part of the Crown (the "**Beneficiary**");

together "**the Parties**" and

- (3) **BLOOM PROCUREMENT SERVICES LTD** a company incorporated in England and Wales with Co. No. 08045123 whose registered office is at REDACTED TEXT under FOIA Section 40, Personal Information ("**Bloom**").

BACKGROUND

- (A) Under an agreement for Specialist Professional Services comprising:
 - (i) a Services Delivery Agreement, consisting of the Enhanced Services Delivery Agreement, the Schedule of Additional Terms and the Schedules and Appendices thereto, entered into by the SPS Provider; and
 - (ii) Work Order dated 30/5/2025 including the documents referred to and incorporated in the Work Order,together, "**the Appointment**", Bloom has appointed the SPS Provider to provide the Specialist Professional Services in accordance with the Appointment.
- (B) The SPS Provider has agreed to enter this Agreement for the benefit of the Beneficiary (and its successors in title and assigns) as the ultimate client for the SPS Project.

Operative Provisions

In consideration of the sum of £1 (one pound) receipt of which each Party and Bloom expressly acknowledge, together with the mutual promises set out in this Agreement, the Parties and Bloom agree to the terms of this Agreement as set out below.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement (which shall include Schedule 1 - Data Protection), the following terms shall have the following meanings:

"**Appointment**" means the agreement for Specialist Professional Services referred to in Recital A;

"**Business Day**" means a day that is a day (other than a Saturday or Sunday) on which banks are open for business in the City of London;

"**Specialist Professional Services**" means the services carried out pursuant to the Work Order and Services Delivery Agreement;

"Services Delivery Agreement" means the agreement comprising the Enhanced Services Delivery Agreement, the Schedule of Additional Terms and the Schedules and Appendices thereto between Bloom and the SPS Provider for the provision of Specialist Professional Services in respect of an SPS Project;

"SPS Project" means the requirement by the Beneficiary for the provision of Specialist Professional Services pursuant to a Work Order;

"Work Order" means the Work Order referred to in Recital A, as amended from time to time, including all terms and conditions of appointment and other documents incorporated into the Work Order entered into pursuant to the Services Delivery Agreement confirming the Specialist Professional Services to be provided by the SPS Provider in respect of an SPS Project.

1.2 In this Agreement unless the context otherwise requires:

1.2.1 clause headings are inserted for convenience only and shall not affect the construction of this Agreement and all references to clauses, subclauses or schedules are to clauses and subclauses of, and schedules to, this Agreement;

1.2.2 words denoting the singular include the plural and vice versa;

1.2.3 references to persons include references to bodies corporate and unincorporated;

1.2.4 references to statutes or statutory instruments include references to any modification, extension or reenactment of them from time to time.

1.3 Where there is any conflict or inconsistency between the provisions of this Agreement (including Schedule 1 (Data Protection)) and the provisions of the Appointment, such conflict or inconsistency shall be resolved according to the following order of priority:

1.3.1 this Agreement (including Schedule 1 (Data Protection)); and

1.3.2 the Appointment.

2. **EXERCISE OF SKILL AND CARE**

2.1 The SPS Provider warrants to the Beneficiary that it has performed and will continue to perform its duties and obligations under the Appointment in accordance with the Appointment and has observed and performed and will observe and perform all of its duties and obligations expressed in or arising out of the Appointment.

2.2 The Parties and Bloom acknowledge the provisions of clause 31 of the Services Delivery Agreement and agree that the provisions of the Services Delivery Agreement and the Work Order that impose a responsibility, duty, liability and/or obligation upon the SPS Provider (including an obligation to

indemnify) and that confer a benefit on Bloom, shall be construed as conferring a benefit on the Beneficiary.

- 2.3 The data protection provisions set out in Schedule 1 (Data Protection) shall apply to the Appointment and to the Parties' Processing of Personal Data (each as defined in Schedule 1 (Data Protection)).

3. **OBLIGATIONS PRIOR TO DETERMINATION OF THE APPOINTMENT**

- 3.1 The SPS Provider warrants and undertakes to the Beneficiary that it will not exercise any right of determination of the Appointment or to discontinue the performance of any of its obligations in relation to the SPS Project by reason of breach on the part of Bloom without giving to the Beneficiary not less than twenty-eight (28) days' notice of its intention to do so and specifying the grounds for the proposed termination.

- 3.2 Any period stipulated in the Appointment for the exercise by the SPS Provider of a right of determination shall nevertheless be extended as may be necessary to take account of the period of notice required under Clause 3.1.

4. **OBLIGATIONS OF THE SPS PROVIDER TO THE BENEFICIARY**

- 4.1 The right of the SPS Provider to determine the Appointment shall cease within the period of twentyeight (28) days referred to in Clause 3.1 if the Beneficiary shall give notice to the SPS Provider:

4.1.1 requiring him to continue his obligations under the Appointment in relation to the SPS Project;

4.1.2 acknowledging that the Beneficiary is assuming all the obligations of Bloom under the Appointment; and

4.1.3 undertaking unconditionally to the SPS Provider to discharge all payments which may subsequently become due to the SPS Provider under the terms of the Appointment.

- 4.2 Upon compliance by the Beneficiary with the requirements of Clause 4.1 the Appointment shall continue in full force and effect as if the right of determination on the part of the SPS Provider had not arisen and in all respects as if the Appointment had been made between the SPS Provider and the Beneficiary to the exclusion of Bloom.

- 4.3 Notwithstanding that as between Bloom and the SPS Provider, the SPS Provider's right of determination of the Appointment may not have arisen, the provisions of Clause 4.2 shall nevertheless apply if the Beneficiary gives notice to the SPS Provider and Bloom to that effect and the Beneficiary complies with the requirements on its part under Clause 4.1.

- 4.4 The SPS Provider shall not be concerned or required to enquire whether, and shall be bound to assume that, as between Bloom and the Beneficiary the circumstances have occurred permitting the Beneficiary to give notice under Clause 4.3.



4.5 The SPS Provider acting in accordance with the provisions of this Clause 4 shall not by so doing incur any liability to Bloom.

5. INTELLECTUAL PROPERTY

The SPS Provider agrees to be bound by and perform its relevant duties and obligations in relation to intellectual property under the Appointment.

6. INSURANCE

The SPS Provider shall take out and maintain insurance in accordance with the Appointment.

7. COMMUNICATIONS

7.1 All notices under this Agreement must be by email and will be effective at 9am on the first Business Day after sending unless an error message is received.

7.2 Notices must be sent to all parties at their email address below (or to such other email address as is notified from time to time in accordance with this Clause 7):

Party	Email Address for notices
Beneficiary	REDACTED TEXT under FOIA Section 40, Personal Information
SPS Provider	REDACTED TEXT under FOIA Section 40, Personal Information
Bloom	REDACTED TEXT under FOIA Section 40, Personal Information

7.3 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

8. BLOOM

Bloom agrees that it will not take any steps which would prevent or hinder the Beneficiary from exercising its rights under this Agreement and confirms that, in accordance with Clause 1.3, the rights of the Beneficiary in Clauses 3 and 4 override any obligations of the SPS Provider to Bloom under the Appointment and that the SPS Provider shall not be in breach of this Agreement by complying with Clauses 3 and 4.

9. LIABILITIES

9.1 The rights and benefits conferred upon the Beneficiary by this Agreement are in addition to any other rights and remedies he may have against the SPS Provider including, without prejudice to the generality of the foregoing, any remedies in negligence.

9.2 Nothing in the SPS Provider's tender for the Specialist Professional Services shall operate to exclude or limit the liability of the SPS Provider under this Agreement.

9.3 Notwithstanding any other provision of this Agreement, the SPS Provider agrees that it shall not be entitled to contend in defence of proceedings under this Agreement or otherwise that its liability to the Beneficiary is reduced or affected by virtue of the fact that Bloom has suffered no loss or a different loss from the Beneficiary as a consequence of any breach by the SPS Provider.

10. ASSIGNMENT BY THE BENEFICIARY

10.1 The Beneficiary may, without the consent of the SPS Provider, assign:

10.1.1 the benefit of all or any of the SPS Provider's obligations under this Agreement; and/or

10.1.2 any benefit arising under or out of this Agreement.

10.2 The SPS Provider shall not contend that any assignee is precluded from recovering any loss resulting from any breach of this Agreement (whatever the date of such breach) by reason only that that person is an assignee and not the original beneficiary under this Agreement or by reason that the original beneficiary or any intermediate beneficiary escaped any loss resulting from such breach by reason of the disposal of any interest in the SPS Project or that the original beneficiary or any intermediate beneficiary has not suffered any or such loss.

11. LIMITATION PERIOD

11.1 The SPS Provider has no liability duty or obligation under this Agreement which is greater or of longer duration than it would have had if the Beneficiary had been a party to the Appointment as joint client.

11.2 The SPS Provider shall be entitled in any action or proceedings brought by the Beneficiary under this Agreement to rely on any limitation in the Appointment and to raise equivalent rights in defence of liability (but excluding setoffs and counterclaims) as would have been available to the SPS Provider had the Beneficiary been the client under the Appointment.

12. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.



13. LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

SIGNED by the parties on the date which first appears in this Agreement.

Signed for and on behalf of Bloom Procurement Services Limited	Signed for and on behalf of the Beneficiary acting on behalf of the Crown
Name: REDACTED TEXT under FOIA Section 40, Personal Information	Name: REDACTED TEXT under FOIA Section 40, Personal Information
Date: 30/5/2025	Date: 30/5/2025
Signature: REDACTED TEXT under FOIA Section 40, Personal Information	Signature: REDACTED TEXT under FOIA Section 40, Personal Information
Signed for and on behalf of REDACTED TEXT under FOIA Section 40, Personal Information	
Name: REDACTED TEXT under FOIA Section 40, Personal Information	
Date: 30/5/2025	

Signature:

REDACTED TEXT under FOIA Section 40,
Personal Information

SCHEDULE 1

DATA PROTECTION

1. DEFINITIONS

1.1 For the purposes of this Schedule 1 (Data Protection), unless the context otherwise requires, the following words shall have the following meanings:

"Agreement Personal Data"

means all information, materials and data, including Personal Data and Special Category Personal Data that is:

- (a) Processed by, on or behalf of, the SPS Provider; or
- (b) created or generated by the SPS Provider; or
- (c) made available or accessible to the SPS Provider,

and in each case, under, or in connection with this Agreement and the Appointment;

"Controller"

has the meaning given to it in the Data Protection Legislation and where such term is not defined, it means the natural or legal person, public authority, agency or other body which determines the purposes and means of the Processing of Personal Data;

"Data Processing Particulars" means, in relation to any Processing under this Agreement and the Appointment:-

- (a) the subject matter, the nature and purpose of the Processing;
- (b) the duration of the Processing;
- (c) the type of Agreement Personal Data being

Processed; and

(d) the categories of Data Subjects,

as set out in the Appendix to this Schedule 1 (Data Protection);

“Data Protection Legislation” means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction which relates to the protection of individuals with regards to the Processing of Personal Data to which a party is subject in relation to this Agreement, including:

- (a) the Privacy and Electronic Communications Regulations 2003, the Data Protection Act 2018, and the EU GDPR, as each is amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 and incorporated as applicable into the law of England and Wales, Scotland, and Northern Ireland under the European Union (Withdrawal) Act 2018. The EU GDPR, as amended, shall be referred to as the **“UK GDPR”**; and
- (b) any code of practice or guidance published by a Regulator from time to time;

“Data Protection Impact Assessment”

means an assessment of operations on the protection of Personal Data, as required by Article 35 of the GDPR. To the extent such term is not defined in the Data Protection Legislation, it means an assessment of the impact of Processing on the protection of Personal Data which includes, as a minimum:

- (a) a systematic description of the envisaged Processing and the purposes of the Processing, including, where applicable, the legitimate interest for which the Processing is carried out;
- (b) an assessment of the necessity and proportionality of the Processing operations in relation to the purposes pursued;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data and to demonstrate compliance with the Data Protection Legislation;

“Data Protection Supervisory Authority”

has the meaning given to the term **“supervisory authority”** in the EU GDPR and, in relation to the UK, means the ICO;

“Data Subject”

has the meaning given to it by the Data Protection Legislation and where such term is not defined, it shall mean an identified or identifiable natural person;

“Data Subject Request”

means an actual or purported request or notice or complaint from (or on behalf of) a Data Subject exercising his or her rights under the Data Protection Legislation;

“Data Transfer Impact Assessment”

means an assessment of the transfer of Agreement Personal Data to a Restricted Country (as required under the Data Protection Legislation) in relation to the risks to Data Subjects posed by the Restricted Transfer, the existence of enforceable rights under the Data Protection Legislation by the Data Subjects, the availability of effective legal remedies for the Data Subjects taking into account the Restricted Country and the need for supplementary measures to ensure the effectiveness of Appropriate Safeguards;

"EU GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;
"GDPR"	means the EU GDPR and/or the UK GDPR, as the context requires;
"ICO"	means the UK Information Commissioner's Office (or any successor body which replaces it);
"Permitted Purpose"	means the Processing of the Agreement Personal Data under or in connection with this Agreement;
"Personal Data"	has the meaning given to it in the Data Protection Legislation and where such term is not defined, it shall mean any information relating to, or directly or indirectly, identifying a Data Subject;
"Personal Data Breach"	has the meaning given to it in the Data Protection Legislation and where such term is not defined, it shall mean any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Agreement Personal Data transmitted, stored, or otherwise Processed;
"Processing"	has the meaning given to it in the Data Protection Legislation and where such term is not defined, it shall mean any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as (without limitation) collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction (and "Process" and "Processed" shall be construed accordingly);
"Processor"	has the meaning given to it in the Data Protection Legislation and where such term is not defined, it shall mean a natural or legal person, public authority, agency, or other body which Processes Personal Data on behalf of a Controller;
"Regulator"	means the relevant Data Protection Supervisory Authority, and any other regulatory or supervisory body to which each of the parties are subject to from time to time with respect to the Processing of Personal Data;

“Regulator Correspondence”

means any correspondence or communication (whether written or verbal) from a Regulator in relation to the Processing of Personal Data;

“Restricted Country”

means a country, territory or jurisdiction that is outside of the United Kingdom (“UK”) or European Economic Area (“EEA”) which (i) is not the subject of an adequacy determination by the UK Secretary of State or the European Commission (as applicable); or (ii) is the subject of an adequacy determination by the UK Secretary of State or the European Commission (as applicable), but such determination does not extend to the Processing carried out under or in connection with this Agreement;

“Restricted Transfer” means transferring any Agreement Personal Data to, and/ or accessing any Agreement Personal Data from and/ or Processing any Agreement Personal Data within, a jurisdiction or territory that is a Restricted Country;

“Security Requirements” means the requirements regarding the security of Personal Data under the Data Protection Legislation (including in particular the measures set out in Article 32(1) of the GDPR, taking due account of the matters described in Article 32(2) of the GDPR);

“Special Category Personal Data” means Personal Data that incorporates such categories of data as are listed in Article 9(1) of the GDPR and Personal Data relating to criminal convictions and offences as governed under Article 10 of the GDPR. To the extent such term is not defined in the Data Protection Legislation, it means information which reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or a person’s sex life or sexual orientation, and data relating to a criminal offence;

“Third Party Provider” means a third party that acts as either a Controller or a Processor in relation to the Agreement Personal Data, as the context requires, appointed by the SPS Provider in connection with the Permitted Purpose.

2. **ROLE OF THE PARTIES**

2.1 The Parties shall each Process the Agreement Personal Data. The Parties acknowledge that the factual arrangement between them dictates the role of each Party in respect of the Data Protection Legislation. Notwithstanding the foregoing, the Parties anticipate that the Beneficiary will act as a

Controller and the SPS Provider will act as a Controller (as set out in the Appendix to this Schedule 1 (Data Protection)).

2.2 The Parties agree that the information set out in the Data Processing Particulars are accurate and up to date.

2.3 The Parties shall at all times comply with the Data Protection Legislation.

3. **SPS PROVIDER OBLIGATIONS**

3.1 The SPS Provider shall:

3.1.1 ensure that all required registrations with the ICO are current and up to date and that any registration fee due is paid;

3.1.2 where it discloses, transfers or gives access to Agreement Personal Data to the other Party:

(a) ensure it is not subject to any prohibition or restriction which would:

(i) prevent or restrict it from disclosing or transferring the Agreement Personal Data to the other Party, as required under this Agreement;

(ii) prevent or restrict it from granting the other Party access to the Agreement Personal Data, as required under this Agreement; or

(iii) prevent or restrict each Party from Processing the Agreement Personal Data, as envisaged under this Agreement;

(b) ensure that all fair Processing notices have been given (and/or, as applicable, consents obtained that have not been withdrawn) and are sufficient in scope to enable each Party to Process the Agreement Personal Data as required in order to obtain the benefit of its respective rights and to fulfil its respective obligations under this Agreement in accordance with the Data Protection Legislation; and

(c) ensure that all Agreement Personal Data disclosed or transferred to, or accessed by, the other Party is (i) adequate, relevant and not excessive; (ii) accurate, and, where necessary, kept up to date; and (iii) not retained for longer than is necessary to enable each Party to Process the Agreement Personal Data as required to exercise its rights and discharge its obligations under this Agreement; and

3.1.3 implement and maintain appropriate technical and organisational security measures which are sufficient to comply with at least the Security Requirements.

3.1.4 Process the Agreement Personal Data for the purposes of performing its obligations in connection with the Permitted Purpose, and only in accordance with the terms of this Agreement and any reasonable and lawful instructions from the Beneficiary. Unless prohibited by law, the SPS Provider shall promptly (in any case within five (5) Business Days) notify the Beneficiary if:

- (a) it is required by applicable law to act other than in accordance with the instructions of the Beneficiary; and/ or
 - (b) it considers, in its opinion, that any of the Beneficiary's instructions infringe the Data Protection Legislation;
- 3.1.5 take all reasonable steps to ensure the reliability and integrity of any of the personnel who shall have access to the Agreement Personal Data on a strict need to know basis, and ensure that each member of personnel shall have entered into appropriate contractually binding confidentiality undertakings;
- 3.1.6 implement and maintain appropriate technical and organisational security measures which are sufficient to comply with at least the Security Requirements;
- 3.1.7 at the Beneficiary's reasonable request, use its reasonable endeavours to assist the Beneficiary to comply with the obligations imposed on the Beneficiary under the Data Protection Legislation including in relation to rights under the Data Protection Legislation exercised by Data Subjects, security of Processing, notifying Personal Data Breaches, Data Protection Impact Assessments and making notifications or responding to requests from Regulators;
- 3.1.8 to the extent permitted by applicable law, notify the Beneficiary promptly (and in any event within five (5) Business Days) following its receipt of any Data Subject Request and/or Regulator Correspondence in connection with the Permitted Purpose, and shall provide all reasonable cooperation and assistance required by the Beneficiary in relation to any such Data Subject Request and/or Regulator Correspondence;
- 3.1.9 notify the Beneficiary promptly (and in any event within twenty-four (24) hours) upon becoming aware of a Personal Data Breach and implement any measures reasonably necessary to restore the security of the compromised Agreement Personal Data;
- 3.1.10 only carry out Restricted Transfers of the Agreement Personal Data in compliance with the relevant requirements under the Data Protection Legislation including carrying out an assessment of the risks to Data Subjects posed by the Restricted Transfers, the existence of enforceable rights under the Data Protection Legislation by the Data Subjects and the availability of effective legal remedies for the Data Subjects taking into account the country or countries in which and/ or to which Agreement Personal Data will be transferred and/or Processed;
- 3.1.11 notwithstanding anything to the contrary contained in this Agreement, permit the Beneficiary (upon giving at least twenty-four (24) hours' written notice to the SPS Provider) to audit and inspect the SPS Provider's compliance with this Schedule 1 (Data Protection), at the Beneficiary's cost, subject to the Parties agreeing the scope, timing, planning and reference criteria;
- 3.1.12 at the choice of the Beneficiary and provided retention of the Agreement Personal Data is not required by applicable law, delete or return to the Beneficiary all Agreement Personal

Data upon termination of this Agreement in accordance with the terms of this Agreement;
and

- 3.1.13 appoint Third Party Providers in accordance with the Appointment. If such appointment involves the SPS Provider appointing a Processor, it shall put in place obligations on such Processor that are no less onerous than those relating to the protection of the Agreement Personal Data as set out in this Schedule 1 (Data Protection).

Appendix : Data Processing Particulars

Description of authorised processing	Details
<i>Identity of Controller and Processor / Independent Controllers / Joint Controllers for the Agreement Personal Data</i>	Independent Controllers
<i>Subject matter of the Processing</i>	For the provision of the Services
<i>Duration of the Processing</i>	For the Term of the Appointment and any Work Order under it
<i>Nature and purposes of the Processing</i>	Collecting, storing and analysing
<i>Type of Personal Data being Processed</i>	<p><u>Agreement Personal Data shared between the Parties Scheme Applicants</u></p> <ul style="list-style-type: none"> Personal Data contained in evidence required for the Beneficiary to verify the Charges and meet relevant regulations regarding the Charges including name and reference number. Personal Data requested by the SPS Provider in relation to Claims. <p><u>Employees of the Supplier</u></p> <ul style="list-style-type: none"> Personal Data contained in evidence required for the Beneficiary to verify the Charges and meet relevant regulations regarding the Charges including name and contact details. <p><u>Agreement Personal Data Processed by the SPS Provider and not shared between the Parties</u></p> <ul style="list-style-type: none"> As set out in the SPS Provider's fair Processing notice
<i>Categories of Data Subject</i>	Scheme Applicants (including family members and other related individuals) Employees of the Supplier

<i>Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data</i>	Without prejudice to paragraph 3.1.12 of this Schedule 1, and save and to the extent that retention is required by applicable law (including the Data Protection Legislation), the SPS Provider shall return or destroy the Agreement Personal Data in accordance with its fair Processing notice, its internal policies and the Data Protection Legislation.
<i>Locations at which the SPS Provider and/or its Subcontractors process the Agreement Personal Data and Restricted Transfers carried out</i>	Reigate, Surrey and remote locations of staff

Appendix. 3 – ITT Submission

REDACTED TEXT under FOIA Section 43 (2), Commercial Information

Appendix 4 – Rate Card (Cases)

REDACTED TEXT under FOIA Section 43 (2), Commercial Information

Appendix 5 - Conflict of Interest

REDACTED TEXT under FOIA Section 43 (2), Commercial Information