

Collaboration Agreement

- (1) Secretary of State for the Environment, Food and Rural Affairs (DEFRA)
- (2) Vodafone Limited

Dated 2024

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THIS COLLABORATION AGREEMENT is made on 2024

Parties

- (1) THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS of Seacole Building, 2 Marsham Street, London, SW1P 4DF (the "Customer"); and
- (2) Each MANAGED SERVICE SUPPLIER that, in each case, has separately executed this Collaboration Agreement or a valid Accession Letter in the form set out in Schedule 4 (Accession) of this Collaboration Agreement.

Background

- A In 2015, Defra initiated a programme (UnITy) designed to disaggregate its two monolithic, multi-decade IT contracts into a number of separately sourced services, with its internal DDTS function providing the SIAM (Service Integration & Management) layer to oversee these services. The goal was to reduce running costs and enable a broader transformation within Defra by establishing a single set of core IT services across the Defra Group.
- B In 2022, Defra initiated the Core Infrastructure Procurement Projects to re-procure the services that were previously provided under the UnITy contracts. The goal is to provide a continuation and enhancement of technology and services across Defra Group that provide secure, sustainable IT services by improving Security, supportability, the User Experience, and to provide value for money.

Agreed terms

1 Purpose

- 1.1 Each Party recognises that collaborative working will be key to the successful delivery of the Core Infrastructure Services. Whilst each Party has its own individual skills, capabilities and expertise, each Party acknowledges that in order to maximise the likelihood of success of the required Core Infrastructure Service, a level of reliance on the other Parties (to a greater or lesser extent) is required in order to support delivery of its contractual obligations. Accordingly, in consideration of the mutual obligations of the Parties set out in this Collaboration Agreement, each Party agrees to comply with the provisions set out herein.
- 1.2 The Parties acknowledge and agree that the Customer's requirements for collaboration of its supplier base, as set out in this Collaboration Agreement, are driven by the Customer's Strategic Objectives, which are set out in Schedule 6. Each of the Strategic Objectives are further detailed in the Customer business case and other documentation in respect of the Core Infrastructure Services.
- 1.3 The Managed Service Suppliers further acknowledge and agree that the Strategic Objectives are likely to be updated from time to time by the Customer and as such the Customer's approach to collaboration shall evolve accordingly. Any changes to this Collaboration Agreement shall be dealt with in accordance with Clause 11. All references in this Collaboration Agreement to the Strategic Objectives shall be to such Strategic Objectives as may be updated from time to time.

- 1.4 The purpose of this Collaboration Agreement is to facilitate and encourage collaborative working by:
- (a) outlining certain Collaborative Behaviours that each Party will demonstrate when complying with their obligations under their respective Services Agreements and this Collaboration Agreement;
 - (b) outlining specific collaborative activities that the Parties will undertake (these activities distinguish between operational collaboration and strategic collaboration); and
 - (c) describing how Collaborative Behaviours will be monitored and measured and, where necessary, follow-up action in relation thereto facilitated.
- 1.5 The Parties acknowledge and agree that each Managed Service Supplier shall enter into or accede to (as appropriate) this Collaboration Agreement:
- (a) as and when such Managed Service Supplier enters into a Services Agreement in respect of a Core Infrastructure Service (as appropriate); or
 - (b) as and when a supplier of Existing Services agrees to enter into this Collaboration Agreement.

It is further acknowledged and agreed, therefore, that, initially, this Collaboration Agreement may only be entered into as between the Customer and a single Managed Service Supplier. Notwithstanding this, such Managed Service Supplier shall comply with each of the provisions of this Collaboration Agreement that are applicable to it, having regard to the number of Managed Service Suppliers appointed by the Customer at that time.

- 1.6 The Managed Service Suppliers may, if they so wish, enter into separate ways of working arrangements or agree specific terms of reference which outline, in greater detail, how the Managed Service Suppliers will work with one another in respect of the delivery of the Core Infrastructure Services (which may include, for example, details of where each Managed Service Supplier is to be situated, preferred locations for meetings, identified points of contact, processes for dealing with any behavioural issues, communications policies etc) provided such terms in no way vary or conflict with the terms of this Collaboration Agreement or the Managed Service Suppliers' respective Services Agreements. There is no obligation on the Managed Service Suppliers to put such arrangements in place, however if the Managed Service Suppliers choose to do so, the Managed Service Suppliers shall share a copy of the relevant ways of working/terms of reference documentation that has been agreed between the Managed Service Suppliers with the Customer as soon as reasonably practicable following their agreement, together with any updates to the same that may be made from time to time.

2 Collaborative Behaviours

- 2.1 All Parties commit to adopting and displaying (and shall so adopt and display) the collaborative principles and behaviours set out in the Committed Behaviours Document (which will, for the sake of completeness, be signed by each Party on entry into the Collaboration Agreement). This obligation shall commence for each Party as soon as the Party has entered into or acceded to (as appropriate) this Collaboration Agreement.
- 2.2 The Parties acknowledge and agree that the Committed Behaviours Document may be updated from time to time in accordance with the provisions of Clause 11.

3 Operational collaboration

- 3.1 Operational collaboration focuses on those collaborative activities required to ensure successful day to day delivery of the Core Infrastructure Services.
- 3.2 As part of operational collaboration, the Managed Service Suppliers recognise that this may require them to work together and each Managed Service Supplier commits to adopting a 'fix first, find fault later' approach as part of operational collaboration.

Implementation

- 3.3 Each Party recognises that part of the success of the provision of the Core Infrastructure Services will hinge on the willingness of each Party to interact proactively, flexibly and collaboratively with other Parties to deliver on objectives, identify issues and work to meet the resolution of such issues.
- 3.4 The Managed Service Suppliers shall work together to ensure that their respective Implementation Plans are cognisant of and consistent with each other's Implementation Plans. Without prejudice to the foregoing, each Managed Service Supplier shall, upon the request of the Customer and/or another Managed Service Supplier, review, contribute to and discuss a Managed Service Supplier's Implementation Plan with the relevant Managed Service Supplier and/or the Customer.
- 3.5 Each Party recognises that it will not always be possible to comprehensively prescribe every requirement at the outset and that circumstances will change and issues will arise throughout Implementation.

Dependencies and Interface management

- 3.6 The Parties recognise that the Core Infrastructure Services as a whole are collectively comprised of elements to be delivered by each Managed Service Supplier and certain activities for which responsibility is retained by the Customer. Without prejudice to the requirements set out in the Services Agreements in respect of Implementation, the Parties acknowledge and agree that there shall be a dependencies register which shall set out:
 - (a) those obligations which each Managed Service Supplier will be required to and shall deliver upon and following entry into its Services Agreement (which shall, for the avoidance of doubt, apply both during Implementation and thereafter (during the remainder of the Term)) to facilitate the overall delivery of the Core Infrastructure Services; and
 - (b) the specific responsibilities of and activities to be undertaken by the Customer to facilitate the overall delivery of the Core Infrastructure Services,

(the “**Dependencies Register**”).

- 3.7 The first Dependencies Register is set out in Schedule 3 (*Dependencies Register*) of this Collaboration Agreement.
- 3.8 The Parties acknowledge and agree that each time that a new Managed Service Supplier is appointed by the Customer, the Dependencies Register may need to be updated to reflect the involvement of such new Managed Service Supplier in the provision of the Core Infrastructure Services. Accordingly, each Managed Service Supplier agrees that (subject to the provisions of Clause 3.9 below) it shall work together with Customer and each other Managed Service Supplier to refresh and update the Dependencies Register promptly, as required, following the appointment of each new Managed Service Supplier.

- 3.9 The Customer will manage and maintain an up-to-date version of the Dependencies Register. When a new supplier of Core Infrastructure Services becomes a Party to this Collaboration Agreement, the Customer will update the Dependencies Register to reflect any consequential changes that might be required.
- 3.10 Each Managed Service Supplier will be responsible for liaising with the other relevant Parties in connection with the achievement of each dependency that is applicable to it as listed in the Dependencies Register.
- 3.11 If a Party identifies a requirement for a new dependency or believes a change is required to a dependency (it being acknowledged and agreed that it is likely that there will be a need for a change to the dependencies at the end of Implementation as the Core Infrastructure Services then move into live running), then that Party will raise the need for the new dependency or change (as appropriate) as soon as it is able to with the Parties' Collaboration Leads and then at the next scheduled Board. Where the relevant Board determines:
- (a) a Bilateral Variation is required, the relevant Parties will follow the Variation Procedure under the relevant Services Agreement; or
 - (b) a Multi Party Variation is necessary, the Parties will follow the Multi Party Variation Procedure accordingly.
- 3.12 From the Commencement Date, progress against, and achievement of each of the dependencies listed in, the Dependencies Register will be reviewed monthly (and more frequently, as required) in order to (amongst other things) provide each of the Parties with an early view of potential delays in the delivery of Milestones and to allow the Parties to work collaboratively to limit any impact of any issues to other Parties.
- 3.13 Each Party will report to the other Parties fortnightly, and again by no later than five Working Days before the next scheduled meeting of the relevant board (referred to in Clause 3.12 above) on the status of the dependencies that are assigned to it in the Dependencies Register, identifying any forecast delays. The Parties shall work collaboratively to resolve any potential delays and/or problems in achieving any dependency.

Transfer of staff

- 3.14 Each Managed Service Supplier acknowledges and agrees that they have obligations to the Customer in respect of the transfer of staff pursuant to the Employment Regulations as further detailed in their respective Services Agreements. Each Managed Service Supplier agrees to work with other Managed Service Suppliers, to the extent required, in order to effect the smooth transfer of staff in accordance therewith.

Shared Performance Indicators

- 3.15 The Managed Service Suppliers acknowledge and agree that whilst the Customer has elected, as at the Commencement Date, not to include any shared performance indicators (being performance indicators that each Managed Service Supplier needs to achieve in order for all of the Managed Service Suppliers to achieve the relevant performance indicator ("**Shared Performance Indicator**")) in this Collaboration Agreement and/or the Services Agreements, the Customer may consider the potential for the introduction of the same in the future.
- 3.16 In the event that the Customer does elect to introduce any Shared Performance Indicators following the Commencement Date:
- (a) the parties shall agree the extent of any such Shared Performance Indicators through the Multi Party Variation Procedure; and

(b) the provisions of Clauses 3.17 and 3.18 shall apply.

3.17 Where Shared Performance Indicators are introduced by the Customer pursuant to and in accordance with Clause 3.16, the Parties acknowledge and agree that the provisions that deal with compliance with such Shared Performance Indicators and the consequences of failing to comply with such Shared Performance Indicators shall, in each case, be set out in the relevant Services Agreements.

3.18 Adopting the Collaborative Behaviours:

(a) the Managed Service Suppliers will work together to achieve any and all Shared Performance Indicators. Each Managed Service Supplier will proactively inform the other Managed Service Supplier(s) of any issues which might prevent them from delivering their element of a Shared Performance Indicator and resolve those issues promptly and effectively; and

(b) the Customer will carry out any specific responsibilities assigned to the Customer under the relevant Services Agreements which relate to the services measured by any Shared Performance Indicators.

Variation

3.19 The Parties recognise that changes to the Core Infrastructure Services are inevitable as Customer's requirements evolve over time, for example in response to new technologies, policies or legislation. This will demand flexibility and responsiveness from the Parties.

3.20 To that end, the Parties have agreed to a Multi Party Variation Procedure. In complying with their respective obligations under the Multi Party Variation Procedure, each Party will:

(a) avoid using change as an excuse to re-open negotiations or to remedy unfavourable positions;

(b) be flexible, transparent, benefit focussed and cost conscious in response to change;

(c) work together collaboratively to inform, impact and resolve change in the most cost effective manner; and

(d) wherever possible seek to absorb change within existing resources and arrangements before resorting to formal contractual action.

Projects

3.21 The Managed Service Suppliers shall cooperate with other Managed Service Suppliers where the Customer makes a project initiation request to a Managed Service Supplier which may require input from a Managed Service Supplier to whom the project initiation request was not directly made. Such cooperation shall at all times be provided promptly and within a reasonable amount of time as from when a request for input is made from one Managed Service Supplier to another following the receipt of a project initiation request.

Dealing with Service Issues

3.22 The Services Agreements set out a number of processes for the remediation of any Service Issues which arise in the delivery of the Core Infrastructure Services. Pursuant to clause 3.2 regarding operational collaboration, the Managed Service Suppliers recognise that Service Issues may require them to work together to resolve those Service Issues and as such each

Managed Service Supplier commits to adopting a 'fix first, find fault later' approach to dealing with Service Issues, including but not limited to the following activities:

- (a) prompt notification of Service Issues to the Customer and, where appropriate, notification to other Managed Service Suppliers;
- (b) prioritise achieving solutions to Service Issues over seeking to blame any other parties;
- (c) cultivate a 'no blame' culture when identifying and dealing with Service Issues;
- (d) support and contribute to investigations by another Managed Service Supplier and the Customer to resolve Service Issue investigations; and
- (e) work with Managed Service Suppliers to resolve Service Issues, providing information and support as necessary.

3.23 The Managed Service Suppliers acknowledge and agree that restoration and continuity of the Core Infrastructure Services is the fundamental objective of the Customer in the event of any Service Issues arising and, in respect of the Managed Service Suppliers' obligations under Clause 3.22, the Managed Service Suppliers are required to co-ordinate their own resource in order to work together to achieve that objective. Without prejudice to the Managed Service Supplier's service integration responsibilities as set out in its Services Agreement, each Managed Service Supplier shall only be expected to bear the costs incurred in discharging its own obligations pursuant to Clause 3.22.

3.24 Where a Managed Service Supplier is required under a Services Agreement to produce a Rectification Plan, the other Managed Service Suppliers will on request review, contribute to and discuss that plan with the relevant Managed Service Supplier and/or the Customer in circumstances where the performance of their Core Infrastructure Services may be impacted.

4 Strategic collaboration

4.1 Strategic collaboration focuses on the ways in which the Parties can work together to deliver innovation, continuous improvement and efficiency gains.

Scene setting

4.2 The Customer shall provide to each of the Managed Service Suppliers a high level statement of its plans, priorities and strategy for the Core Infrastructure Services and areas that it wishes to explore in respect of service enhancement (including continuous improvement of the Core Infrastructure Services and potential innovations in the Core Infrastructure Services space) ("**Customer Service Priorities**") in order to support and guide the Managed Service Suppliers in connection with their obligations set out in this Clause 4.

4.3 The Customer will provide periodic updates to the Managed Service Suppliers on the Customer Service Priorities (as it is acknowledged and agreed that these shall develop during the Term) in order to assist and inform strategic collaboration.

Innovation

4.4 The Customer requires that its Managed Service Suppliers propose improvements to the Core Infrastructure Service during the Term, including in respect of the data, technology, research and practice that underpin the Core Infrastructure Service and how the Strategic Objectives and the Customer Service Priorities might be achieved. The Customer considers these changes to be "innovations" which are to be distinguished from continuous/services

improvements (incremental improvements to the Core Infrastructure Services during the Term).

- 4.5 The Managed Service Suppliers shall, by a date which is no later than the end of the first quarter following the first Operational Service Commencement Date, produce a plan for submission to the Customer (which shall, as a minimum, have regard to the high level requirements set out in Clause 4.7) outlining specific joint innovation initiatives which the Managed Service Suppliers propose to undertake (“**Joint Innovation Plan**”). In the event that there is a gap between the dates on which the first Operational Service Commencement Date applicable to the Managed Service Suppliers occur, the first appointed Managed Service Supplier shall produce the first version of the “Joint Innovation Plan” but that this shall be updated by a date which is no later than the end of the first quarter following the first Operational Service Commencement Date applicable to the second appointed Managed Service Supplier to outline specific joint innovation initiatives that the Managed Service Suppliers intend to work on together.
- 4.6 The Joint Innovation Plan shall include sufficient detail to enable consideration by the Customer (as envisaged by Clauses 4.8 to 4.11 (inclusive)).
- 4.7 The Managed Service Suppliers shall ensure that each Joint Innovation Plan:
- (a) addresses the Strategic Objectives;
 - (b) addresses the Customer Service Priorities;
 - (c) takes into account and builds upon the Managed Service Suppliers’ individual innovation plans which were submitted to Customer as part of the Managed Service Suppliers’ tender documentation;
 - (d) shall align with the Managed Service Suppliers’ Annual Services Improvement Plans in accordance with the provisions of Clause 4.14;
 - (e) independently suggests additional ideas for innovation and service improvement that may not have been considered by the Customer;
 - (f) sets out, at a high level, their plans for innovation and service improvement:
 - (i) for the next 12 month period; and
 - (ii) more broadly, for the remainder of the Term;
 - (g) is not solely focussed on technology; it should also address innovations in data, research, practice and procedure (amongst other things);
 - (h) seeks to cultivate innovation; and
 - (i) takes into account and addresses Customer’s wider business plan.
- 4.8 The Customer shall have the right to provide comments to the Managed Service Suppliers on their Joint Innovation Plan. The Managed Service Suppliers shall consider and have due regard to any such comments and shall update the Joint Innovation Plan to address such comments.
- 4.9 Where the Customer wishes to pursue a proposal that has been outlined in a Joint Innovation Plan (for example to commission a feasibility study or pilot project), it shall notify the Managed Service Suppliers and the Managed Service Suppliers will establish a joint innovation team to progress the proposal (using existing resources wherever possible).

- 4.10 The Customer will review and provide guidance to support the development of the proposal. Where a proposal is accepted by Customer, any consequential Variation to the Services Agreement(s) will be agreed via:
- (a) in the case of Bilateral Variation(s), the Variation Procedure under the relevant Services Agreements; and
 - (b) in the case of Multi Party Variations, the Multi Party Variation Procedure.
- 4.11 The Managed Service Suppliers shall, on a quarterly basis, provide an update to the Customer on progress against their proposals, the effectiveness of their proposals (with appropriate reasoning) and/or any interim changes that they consider need to be made to the Joint Innovation Plan.
- 4.12 The Managed Service Suppliers shall, by a date which is no later than the end of the first quarter following each anniversary of the first Operational Service Commencement Date (and more frequently should Customer reasonably request), produce an updated Joint Innovation Plan for submission to the Customer. Each update to the Joint Innovation Plan shall:
- (a) meet the requirements set out in this Clause 4; and
 - (b) address any feedback and/or requests that the Customer has provided on the Joint Innovation Plan in the preceding 12 month period.
- 4.13 For the avoidance of doubt, to the extent that any Intellectual Property Rights are created as a result of the development of a proposal for innovation, the provisions of the Intellectual Property Rights clauses of the Services Agreements shall apply.

Services Improvement

- 4.14 The Parties acknowledge and agree that each Managed Service Supplier is required pursuant to the provisions of clause 8 of their respective Services Agreements to produce an annual services improvement plan (“**Annual Services Improvement Plan**”). The obligations of the Managed Service Suppliers to consider and pursue innovation pursuant to the provisions of Clauses 4.4 to 4.12 (inclusive) of this Collaboration Agreement shall be without prejudice to that requirement and the Managed Service Suppliers shall ensure that each Joint Innovation Plan shall align with the Managed Service Suppliers’ Annual Services Improvement Plans.
- 4.15 Each Managed Service Supplier shall, upon the request of either Customer and/or another Managed Service Supplier, feed into and/or review and/or provide feedback on any Annual Services Improvement Plan that may be prepared in connection with the Core Infrastructure Services.

5 Embedding collaboration

Sub-contractors

- 5.1 Whilst Sub-Contractors will not be required to sign this Collaboration Agreement, it is acknowledged and agreed that the Managed Service Suppliers shall ensure that all of their respective key sub-contractors (and shall use reasonable endeavours to procure that all of their other Sub-Contractors):
- (a) are made aware of and agree to adopt the Collaborative Behaviours and sign the Committed Behaviours Document; and

- (b) where necessary, feed into and support:
 - (i) (and where required, send an appropriate representative to attend) the governance meetings envisaged and required by this Collaboration Agreement;
 - (ii) the Multi Party Variation Procedure;
 - (iii) the remediation of service delivery issues;
 - (iv) strategic collaboration initiatives; and
 - (v) any other necessary aspects of this Collaboration Agreement that require the input of Sub-Contractors.

Stakeholders

- 5.2 The Customer will circulate the Collaborative Behaviours to the Core Infrastructure Service stakeholders and each of the service recipients so that such Core Infrastructure Services stakeholders and service recipients:
- (a) understand the basis upon which the Managed Service Suppliers will be working together in collaboration, alongside the Customer, to deliver the Core Infrastructure Services; and
 - (b) can be encouraged to adopt the Collaborative Behaviours (or behaviours which are substantively similar) in their dealings with the Managed Service Suppliers.

Reference sites

- 5.3 Wherever a Managed Service Supplier is asked for a reference site or referee in relation to a Comparable Project, that Managed Service Supplier shall be obliged to include the Customer as one of its proposed reference sites or referees and the Customer agrees that it will then provide the requested response in connection with the Comparable Project. In providing its response, the Customer shall have particular regard to the relevant Managed Service Supplier's approach to adopting the Collaborative Behaviours set out in and otherwise complying with the provisions of this Collaboration Agreement.

Industry events

- 5.4 Each Managed Service Supplier will provide marketing and technical support for industry events relevant to Core Infrastructure Services (only where and to the extent that the Customer and the relevant Managed Service Supplier have agreed that such support is necessary) on reasonable prior notice by the Customer to the Managed Service Supplier.

Executive engagement

- 5.5 Each Managed Service Supplier will provide the opportunity for senior executive engagement between the Customer and that Managed Service Supplier to discuss the Collaborative Behaviours.

Secondments

- 5.6 The Parties shall give due and careful consideration as to whether the use of secondments (both between Managed Service Suppliers and between the Customer and Managed Service Suppliers) would be a mechanism through which collaboration and knowledge transfer between the Parties can be fostered and promoted. Should the Parties agree to pursue secondments, any necessary arrangements (including in respect of any costs

associated with the relevant proposals) shall be agreed and clearly documented in writing between the participating Parties.

6 Governance

- 6.1 Each Party will appoint a suitably senior lead officer who shall be accountable, and act as an escalation point, for issues related to the Collaborative Behaviours and the remainder of the obligations in this Collaboration Agreement ("**Collaboration Lead**").
- 6.2 The Collaboration Leads for the Managed Service Suppliers shall:
- (a) if requested by the Customer from time to time, participate in any multi-party Dispute Resolution Procedure, and attend meetings of appropriate Boards in relation thereto; and
 - (b) be listed as "Key Personnel" in the relevant Services Agreement.
- 6.3 The Customer may ask a Managed Service Supplier's Collaboration Lead to deal directly with a Managed Service Supplier in place of the Customer in connection with any matters that would be deemed to be classified as an operational change. For the avoidance of doubt, this provision shall not authorise a Managed Service Supplier's Collaboration Lead to deal directly with a Managed Service Supplier on any matters other than those which would be classified as an operational change, in respect of which the Customer retains its authority and discretion.
- 6.4 The Customer shall encourage and facilitate adoption of the collaboration principles and Collaborative Behaviours within the wider stakeholder community.

7 Liabilities

- 7.1 Any liability between the Customer and each Managed Service Supplier arising in connection with this Collaboration Agreement shall count towards, be subject to and governed by the applicable limit of liability provision in the relevant Managed Service Supplier's Services Agreement.
- 7.2 The Managed Service Suppliers shall have no rights or remedies against each other under this Collaboration Agreement, in contract, indemnity, breach of statutory duty, in tort (including negligence) or otherwise, except in respect of breaches by other Managed Service Suppliers of Clause 8 (*Confidentiality*) or Clause 9 (*Intellectual Property Rights*).
- 7.3 No Managed Service Supplier shall be liable under this Collaboration Agreement to another Managed Service Supplier or the Customer for any Indirect Losses or consequential losses.
- 7.4 Any dispute between the Customer and any Managed Service Supplier shall be governed by the Dispute Resolution Procedure in the relevant Services Agreement.

8 Confidentiality

- 8.1 The Parties agree that the provisions of this Collaboration Agreement shall not be treated as Confidential Information and may be disclosed without restriction, provided that prior to such disclosure the Customer may, at its sole discretion, in whole or in part, redact information as it deems appropriate.
- 8.2 The Parties shall keep confidential all Confidential Information received by one Party from any other Party relating to the provision of the Core Infrastructure Services and shall use all

reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any such Confidential Information.

8.3 Clause 8.2 shall not apply to:

- (a) any disclosure of information that is reasonably required by any persons engaged in the performance of their obligations under this Collaboration Agreement for the performance of those obligations;
- (b) any matter which a Party can demonstrate is already or becomes widely available in the public domain otherwise than as a result of a breach of this Clause 8;
- (c) any disclosure to enable a determination to be made under the Dispute Resolution Procedure;
- (d) any disclosure which is required pursuant to any statutory, legal (including any order of a court of competent jurisdiction) or parliamentary obligation placed upon the Party making the disclosure or the rules of any stock exchange or governmental or regulatory authority having the force of law or if not having the force of law, compliance with which is in accordance with the general practice of persons subject to the stock exchange or governmental or regulatory authority concerned;
- (e) any disclosure of information which is already lawfully in the possession of the receiving Party, prior to its disclosure by the disclosing Party;
- (f) any provision of information to the Party's own legal, financial or insurance advisers;
- (g) any disclosure by the Customer of information relating to the operation of this Collaboration Agreement and such other information as set out in the relevant schedules of each Services Agreement for the purpose of conducting a due diligence exercise, to any proposed new managed service supplier and its advisers, should the Customer decide to retender any and/or all of the Services Agreements (in whole or in part) subject to such proposed new managed service supplier entering into a confidentiality undertaking with the Customer on terms similar in all material respects to those set out in this Clause 8; and/or
- (h) any disclosure of information by the Customer to any other department, office or agency of the Government or their respective advisers or to any person engaged in providing services to the Customer for any purpose related to or ancillary to this Collaboration Agreement.

8.4 Where disclosure is permitted under Clause 8.3 other than Clauses 8.3(b), 8.3(d) or 8.3(e), the Party providing the information shall procure that the recipient of the information shall be subject to the same obligation of confidentiality as that contained in this Collaboration Agreement.

8.5 Nothing in this Collaboration Agreement or the disclosures envisaged by this Clause 8 shall (except as expressly agreed otherwise) operate to transfer, or operate as a grant of any licences, to any Intellectual Property Rights in the Confidential Information.

8.6 The undertakings and other provisions of this Clause 8 shall survive expiry or termination of this Collaboration Agreement and shall continue in force until 6 years after the expiry or termination of this Collaboration Agreement, but shall cease to apply to information which may enter the public domain otherwise than through the unauthorised disclosure by or fault of the recipient of the Confidential Information or by a person with whom such recipient is connected in any way.

- 8.7 Each Party acknowledges that damages alone may not be an adequate remedy in the event of breach by any other Party of the provisions of this Clause 8. Accordingly, it is agreed that any Party shall be entitled, without proof of special damages, to seek an injunction or other interim remedy for any threatened or actual breach of this Clause 8, without prejudice to any other rights and remedies which that Party may have.

9 Costs

- 9.1 For the avoidance of any doubt, the Managed Service Suppliers shall not be entitled to raise any additional charges to the Customer in relation to compliance with their obligations set out in, and the Customer shall not be obliged to pay for any costs incurred by a Managed Service Supplier in relation to, this Collaboration Agreement.

10 Intellectual property rights

- 10.1 Except as expressly provided in a Services Agreement, all Intellectual Property Rights vested in a Party prior to its respective Accession Date shall remain vested in that Party.
- 10.2 Any licence of a Managed Service Supplier's Intellectual Property Rights which may necessarily be required by another Managed Service Supplier solely for the purpose of enabling such Managed Service Supplier to perform its obligations under its Services Agreement will be dealt with in accordance with the Managed Service Suppliers' respective Services Agreements.
- 10.3 If, and only to the extent to which, a licence to use another Managed Service Supplier's Intellectual Property Rights is required to enable the discharge of the Managed Service Suppliers' obligations under this Collaboration Agreement (for example, the use of a Managed Service Supplier's logo on the Joint Innovation Plan) then each of the Managed Service Suppliers grants to each of the other Managed Service Suppliers a non-transferable, non-exclusive, royalty free licence (carrying the right to grant sub-licences to their respective Sub-Contractors) to use such of their Intellectual Property Rights that are necessarily required by such Managed Service Suppliers solely for the purposes of their performance of their obligations in this Collaboration Agreement. Such licensed Intellectual Property Rights shall not be exploited by the licensee Managed Service Suppliers for any other business purpose. Each of the Managed Service Suppliers shall ensure that it obtains all necessary licences, permissions and consents to ensure that it can make their Intellectual Property Rights available to the other Managed Service Suppliers on these terms.
- 10.4 Any licences granted under Clause 10.3 shall be for the duration of the relevant licensor's participation in this Collaboration Agreement. For the avoidance of any doubt, except where the licensee is in breach of the terms of the licence set out in Clause 10.3, if the licence set out in Clause 10.3 is revoked by the licensor whilst the licensee still has need to use such Intellectual Property Rights for the purpose of performing its obligations in this Collaboration Agreement, then the Customer shall (to the extent that it has the right to use and to sub-licence such Intellectual Property Rights pursuant to the terms of the Services Agreements) sub-licence the licensee to continue to use such Intellectual Property Rights on the same terms as Clause 10.3.

11 Variations

No variation of this Collaboration Agreement will be valid unless it is in writing and signed by or on behalf of all Parties.

12 Succession

References to a public organisation (including the Customer) shall be deemed to include a reference to any successor to such public organisation or any organisation or entity which has taken over either or both the functions and responsibilities of such public organisation.

13 Accession arrangements

As noted in Clause 1.5 above, it is acknowledged that, as at the Commencement Date, the initial Parties to this Collaboration Agreement may comprise the Customer and a single Managed Service Supplier. Following the Commencement Date, the Customer shall require any further Managed Service Suppliers to accede to this Collaboration Agreement by entering into an Accession Letter.

14 Assignment

The rights and obligations of any Party under this Collaboration Agreement shall not be assigned, novated or otherwise transferred to any person other than a person acquiring the rights and obligations of the relevant Party under any of the Services Agreements unless otherwise agreed by the Parties in writing.

15 Severability

If any term, condition, Clause or provision contained in this Collaboration Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition, Clause or provision shall, to that extent be omitted from this Collaboration Agreement and not affect the validity, legality or enforceability of the remaining parts of this Collaboration Agreement.

16 Termination

16.1 This Collaboration Agreement may be terminated prior to the Expiry Date:

- (a) by the written agreement of all of the Parties; or
- (b) by Customer serving not less than 120 days' written notice upon the other Parties stating that Customer is terminating this Collaboration Agreement.

16.2 A Managed Service Supplier shall cease to be a party to this Collaboration Agreement:

- (a) upon the termination (howsoever caused) or expiry of its Services Agreement; or
- (b) by the written agreement of all of the Parties (including the Managed Service Supplier concerned).

17 Entire Agreement

17.1 Except where expressly provided in this Collaboration Agreement, this Collaboration Agreement constitutes the only agreement between the Parties in connection with its specific subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the specific subject matter of this Collaboration Agreement.

17.2 The Parties acknowledge that the Collaboration Agreement and the Services Agreements are separate, although interrelated, contracts.

- 17.3 Each Party acknowledges that in entering into this Collaboration Agreement it has not relied upon any collateral warranties, collateral contracts, statements, representations or undertakings, whether oral or written, which were made by or on behalf of any other Party in relation to the subject-matter of this Collaboration Agreement (together "**Pre-Contractual Statements**") and which are not set out in this Collaboration Agreement or, as between the Customer and each Managed Service Supplier, in the relevant Services Agreement.
- 17.4 Each Party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements.
- 17.5 Nothing in this Clause shall exclude or restrict the liability of any Party arising out of its fraud or fraudulent misrepresentation.

18 Notices

All notices required to be issued under this Collaboration Agreement shall be in writing and served by sending the same by first class post or by hand, leaving the same at the relevant address specified in this Collaboration Agreement or a relevant Accession Letter.

19 Dispute Resolution Procedure

If a Dispute arises out of or in connection with this Collaboration Agreement, the Parties shall follow the Dispute Resolution Procedure set out in the relevant Services Agreement as replicated in Schedule 7 to this Collaboration Agreement.

20 Governing Law and Jurisdiction

- 20.1 This Collaboration Agreement and any contractual or non-contractual obligations arising from or connected with it shall be governed by English law and this Collaboration Agreement shall be construed in accordance with English law.
- 20.2 Each of the Parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

Schedule 1 Definitions and interpretation

1 Definitions

Accession Date	means the date upon which a Managed Service Supplier becomes a Party to this Collaboration Agreement;
Accession Letter	means a letter substantially in the form set out in Schedule 4 (<i>Accession</i>) of this Collaboration Agreement;
Annual Services Improvement Plan	has the meaning given to it in Clause 4.14;
Bilateral Variation	means any Variation which has no impact on any other Managed Service Supplier's services or systems;
Boards	means any governance boards in the relevant Services Agreements;
Collaboration Agreement	means this agreement (including each of its Schedules), as the same may be amended from time to time;
Collaboration Lead	has the meaning given to it in Clause 6.1;
Collaborative Behaviours	means the behaviours required of each Party as set out in the Committed Behaviours Document;
Committed Behaviours Document	means the charter at Schedule 2 (<i>Committed Behaviours Document</i>) of this Collaboration Agreement;
Commencement Date	means the date of execution of this Collaboration Agreement;
Comparable Project	means the provision of, or the opportunity to provide, services of a similar nature, scale and scope to the Core Infrastructure Services;
Confidential Information	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Customer or the Managed Service Suppliers, including intellectual property rights, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
Core Infrastructure Services	means the end user services, hosting services, service desk services, applications maintenance services, network services or other services which comprise the Customer's foundational IT services and which are provided by a Tier 1 Managed Service Supplier;
Customer Service Priorities	has the meaning given to it in Clause 4.2;
Deliverable	goods and/or services that may be ordered under a Service Agreement;

Dependencies Register	has the meaning given to it in Clause 3.6;
Dispute	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with a Service Agreement or this Collaboration Agreement or in connection with the negotiation, existence, legal validity, enforceability or termination of the Service Agreement or this Collaboration Agreement, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
Dispute Notice	means a written notice served by one party on the other in a Service Agreement stating that the party serving the notice believes that there is a Dispute in accordance with the Service Agreement;
Dispute Resolution Procedure	means the procedure for resolving Disputes as set out in the relevant Services Agreement;
Employment Regulations	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
Existing Services	means arrangements put in place prior to the date of this Collaboration Agreement with Managed Service Suppliers in respect of the delivery of Core Infrastructure Services to the Customer;
Expiry Date	means the date on which this Collaboration Agreement expires which shall be the date on which all of the Services Agreements have been terminated (for any reason whatsoever) or have expired;
Implementation	means the activities of a Managed Service Supplier during the implementation of the relevant services;
Implementation Plan	means the plans applicable to each Managed Service Supplier setting out events and tasks during Implementation, as further defined and detailed in the relevant Services Agreements;
Indirect Losses	means loss of profits, loss of production, loss of revenue, loss of business, loss of business opportunity or any claim for consequential loss or for indirect loss of any nature;
Intellectual Property Rights	means patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright including rights in computer software, database rights, domain names, trade or business names, moral rights, and other similar rights or obligations whether registrable or not in any country (including the United Kingdom) and the right to sue for passing off together with all or any goodwill relating or attached thereto and all rights of the same or similar nature anywhere in the world;
Joint Innovation Plan	has the meaning given to it in Clause 4.5;

Managed Service Supplier	means each supplier that has from time to time executed this Collaboration Agreement and/or an Accession Letter;
Milestone	means an event or task in the Implementation Plan that is described as such;
Multi Party Disputes	a Dispute which involves the parties to a Service Agreement and one or more Related Third Parties;
Multi Party Dispute Initiation Notice	a notice on the Managed Service Supplier which sets out the Customer's determination that a Dispute is a Multi-Party Dispute and specifies the Related Third Parties which are to be involved in the Multi-Party Dispute Resolution Procedure;
Multi Party Dispute Resolution Procedure	the procedure for Multi Party Disputes as set out in the Service Agreement and as replicated in Schedule 7 of this Collaboration Agreement;
Multi Party Variation	means a Variation which impacts the services or products supplied by more than one Managed Service Supplier;
Multi Party Variation Procedure	means the procedure set out in Schedule 5 (<i>Multi Party Variation Procedure</i>) of this Collaboration Agreement;
Operational Service Commencement Date	means the date upon which under any of the Services any operational services have commenced;
Party	means any person who is a party to this Collaboration Agreement being, at the Commencement Date, Customer and the Managed Service Supplier(s);
Pre-Contractual Statements	has the meaning given to it in Clause 17.3;
Rectification Plan	means the relevant Managed Service Supplier's plan (or revised plan) to rectify its breach in accordance with the requirements for any such rectification plan in the relevant Services Agreement;
Related Third Parties	a party to: <ul style="list-style-type: none"> (a) another contract with the Customer or the Managed Service Supplier which is relevant to the Service Agreement or this Collaboration Agreement which may include other Managed Service Suppliers; or (b) a sub-contract;
Service Issues	means any problems, incidents or similar events which impact the Core Infrastructure Services;

Services Agreements	means: 1) the agreements entered into between the Customer and the Managed Service Suppliers for the purpose of the Core Infrastructure Services; and/or 2) the agreements entered into between the Customer and the Managed Service Suppliers in respect of the provision of the Existing Services, in each case as the context requires;
Services Description	means the description of the relevant Core Infrastructure Services set out in the relevant Services Agreement;
Shared Performance Indicators	has the meaning given to it in Clause 3.15;
Strategic Objectives	means the Customer's operational strategic objectives as set out in Schedule 6. For the avoidance of doubt, all references in this Collaboration Agreement to the Strategic Objectives shall be to such Strategic Objectives as may be updated from time to time;
Sub-Contractor	means any person or organisation engaged by a Managed Service Supplier from time to time (as may be permitted by the relevant Services Agreements) to provide any of the Core Infrastructure Services (including any equipment or software provided to a Managed Service Supplier as part of the Core Infrastructure Services). References to subcontractors means sub-contractors of any tier of a Managed Service Supplier;
Supplier Request	a notice served by the Managed Service Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute;
Term	means the term of the relevant Services Agreement, as further defined therein;
Variation	means any change to a Service Agreement;
Variation Procedure	means the procedure for enacting Variations pursuant to the relevant Service Agreement; and
Working Day	means any day other than a Saturday, Sunday or public holiday in England and Wales.

2 Interpretation

2.1 In this Collaboration Agreement, except where the context otherwise requires:

- (a) the masculine includes the feminine and vice versa;
- (b) the singular includes the plural and vice versa;

- (c) a reference in this Collaboration Agreement to any Clause, paragraph, Schedule or annex is, except where it is expressly stated to the contrary, a reference to such Clause, paragraph, schedule or annex of this Collaboration Agreement;
- (d) save where otherwise provided in this Collaboration Agreement, any reference to this Collaboration Agreement or to any other document shall include any permitted variation, amendment, or supplement to such document;
- (e) any reference to any enactment, order, regulation, code or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted;
- (f) any reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;
- (g) headings are for convenience of reference only;
- (h) words preceding "include", "including" and "included" shall be construed without limitation by the words which follow those words;
- (i) any obligation on a Party to do any act, matter or thing includes, unless expressly stated otherwise, an obligation to procure that it is done;
- (j) subject to any express provisions of this Collaboration Agreement to the contrary, the obligations of any Party are to be performed at that Party's own cost and expense;
- (k) the Schedules and appendices to this Collaboration Agreement (and the annexes to such Schedules and appendices) form part of this Collaboration Agreement; and
- (l) in the event of and only to the extent of any conflict between the provisions of the Services Agreements and this Collaboration Agreement, the conflict shall be resolved in accordance with the following order of precedence:
 - (i) the relevant Services Agreement; and then
 - (ii) this Collaboration Agreement.

Schedule 2 Committed Behaviours Document

- 1 Each Managed Service Supplier will undertake its obligations under this Agreement and the relevant Services Agreement in accordance with the following behaviours set out in this Schedule 2.
- 2 Managed Service Suppliers must work collaboratively with the Customer and all other Managed Service Suppliers towards the successful end to end transition and implementation of all services procured by the Customer under the Services Agreements, and steady state running of those services.
- 3 Managed Service Suppliers must comply with the principles of collaboration set out in BS11000 (Collaborative Business Relationships).
- 4 Managed Service Suppliers must co-operate with the other Managed Service Suppliers to:
 - 4.1 ensure the orderly provision of seamless end to end services;
 - 4.2 avoid hindering provision of services by any other Managed Service Suppliers;
 - 4.3 facilitate the successful delivery of services by other Managed Service Suppliers;
 - 4.4 avoid unnecessary duplication of effort;
 - 4.5 avoid undue disturbance to the Customer and other Managed Service Suppliers;
 - 4.6 do what is necessary to integrate systems and the services provided under their Services Agreement with other relevant systems and services;
 - 4.7 ensure efficient and effective delivery of their obligations under their Services Agreement;
 - 4.8 ensure integration and interfacing where the services provided under their Services Agreement or other services are subject to inter-party dependencies;
 - 4.9 achieve value for money solutions for the Customer.
- 5 Managed Service Suppliers must take responsibility for their actions or inactions, as well as any foreseeable consequences, whether intended or not. Managed Service Suppliers should not seek to blame other suppliers for service failures but support other suppliers in the resolution of incidents and problems.
- 6 Managed Service Suppliers must send appropriately knowledgeable and authorised personnel to all relevant governance meetings they are to attend under this Agreement or their Services Agreement. These personnel should contribute actively to those meetings on matters within their knowledge and experience.
- 7 Managed Service Suppliers must demonstrate a preparedness to be flexible and to innovate and adopt best practices and be forthcoming in initiating proposals for new best practices which could deliver improved value to the Customer.

Schedule 3 Dependencies Register

Schedule 4 Accession

To: The Secretary of State for Environment, Food And Rural Affairs and [Enter names of existing Managed Service Suppliers]

From: Vodafone Limited ("**New Contractor**").

Dated: The date of New Contractor Signature Below

- 1. We refer to the Collaboration Agreement dated 3 December 2024 (the "**Collaboration Agreement**") a copy of which is annexed to this letter. This is an Accession Letter as referred to in Clause 13 of the Collaboration Agreement. Terms defined in the Collaboration Agreement have the same meaning in this Accession Letter unless given a different meaning in this Accession Letter.
- 2. The New Contractor agrees to become a Party to the Collaboration Agreement and to be bound by the terms of the Collaboration Agreement as a Managed Service Supplier pursuant to Clause 13 (*Accession Arrangements*) of the Collaboration Agreement.
- 3. The New Contractor is a company duly incorporated under the laws of England and Wales
- 4. For the purposes of Clause 18 (*Notices*), the New Contractor's administrative details are as follows:

Address: Vodafone House, The Connection, Newbury, RG14 2FN
Fax No: n/a
Attention: Tricia Borgnis, Commercial Contract Manager
Email: tricia.borgnis@vodafone.com

- 5. This Accession Letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	Cate Warman-Powell
Role:		Role:	Deputy Director Technology, Defra Group Commercial
Date:		Date:	

Schedule 5 Multi Party Variation Procedure

Part 1 General principles

1 Definitions

In this Schedule, the following definitions shall apply:

Authority Data means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:

- (a) supplied to the Managed Service Supplier by or on behalf of the Customer; and/or
- (b) which the Managed Service Supplier is required to generate, process, store or transmit pursuant to their Service Agreement;

Change in Law means any change in Law which impacts on the performance of the services delivered pursuant to a Services Agreement which comes into force after the effective date of the Services Agreement;

Charges means the charges for the provision of services pursuant to the relevant Services Agreement;

Commercially Sensitive Information means the Confidential Information listed in a relevant Service Agreement (if any) comprising of commercially sensitive information relating to the Managed Service Supplier, its intellectual property rights or its business or which the Managed Service Supplier has indicated to the Customer that, if disclosed by the Customer, would cause the Managed Service Supplier significant commercial disadvantage or material financial loss;

Coordinating Party has the meaning given to it in paragraph 1.3 of Part A of this Schedule;

Implementation Plan the plan for provision of deliverables pursuant to a Services Agreement;

Law means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;

Milestone means an event or task described in a relevant Services Agreement Implementation Plan;

Multi Party Variation Authorisation Note a form setting out an agreed Variation which shall be substantially in the form of Part 3 of Appendix 1 to this Schedule 5;

Multi Party Variation Communication any Multi Party Variation Request, Multi Party Impact Assessment, Multi Party Variation Authorisation Note or other communication sent or required to be sent pursuant to this Schedule;

Multi Party Variation Request means a written request for a Variation which is a Multi Party Variation and which shall be substantially in the form of Part 1 of Appendix 1 to this Schedule 5;

Multi Party Impact Assessment an assessment of a Multi Party Variation Request in accordance with Paragraph 2 of Part 2 of this Schedule 5 which shall be substantially in the form of Part 2 of Appendix 1 to this Schedule 5;

Multi Party Impact Assessment Estimate has the meaning given to it in Paragraph 1.4 of Part B of this Schedule 5;

Performance Indicators means the performance indicators or service levels that the Managed Service Supplier is subject to in the delivery of their services pursuant to the Services Agreement;

Personal Data has the meaning given in the UK GDPR;

Services Description means the description of the services provided by the Managed Service Supplier as set out in the relevant Services Agreement;

Target Performance Levels means the minimum level of performance for a Performance Indicator which is required by a Services Agreement;

Variation Plan means the plan submitted by a Managed Service Supplier within a Multi Party Impact Assessment which shall include without limitation:

- (a) training requirements for the Variation;
- (b) release process;
- (c) communication needs for the Variation;
- (d) readiness reporting approach;
- (e) documentation updates required and agreed as deliverables; and

UK GDPR has the meaning as set out in section 3(10) of the Data Protection Act 2018, supplemented by section 205(4) of the Data Protection Act 2018.

2 Application

- 2.1 This Schedule 5 applies to Multi Party Variations. If at any time it is determined that a Variation should be treated as a Bilateral Variation then the relevant provisions of the relevant Services Agreements governing Bilateral Variations shall apply to that Variation.

3 Types of Variation

- 3.1 A Multi Party Variation (to which the Multi Party Variation Procedure set out in this Schedule 5 applies) is categorised as a Variation that impacts more than one Managed Service Supplier. Where a Variation only impacts one Managed Service Supplier it is a Bilateral Variation (and the provisions of the Variation Procedure of the relevant Services Agreement shall apply to such Variation).
- 3.2 The Parties shall deal with Multi Party Variations as follows:
 - (a) any Party may request a Multi Party Variation which they shall initiate by issuing a Multi Party Variation Request in accordance with Paragraph 1 of Part 2 of this Schedule 5;

- (b) unless this Collaboration Agreement or the relevant Services Agreement otherwise requires, the Managed Service Suppliers shall assess and document the potential impact of a proposed Multi Party Variation in accordance with Paragraph 2 of Part 2 of this Schedule 5 before the Multi Party Variation can be either approved or implemented;
- (c) the Customer shall have the right to request amendments to a Multi Party Variation Request, approve it or reject it in the manner set out in Paragraph 3 of Part 2 of this Schedule 5;
- (d) any Managed Service Supplier shall have the right to reject a Multi Party Variation Request solely in the manner set out in Paragraph 4 of Part 2 of this Schedule 5;
- (e) save as otherwise provided in this Collaboration Agreement or the relevant Services Agreement, no proposed Multi Party Variation shall be implemented by a Managed Service Supplier until a Multi Party Variation Authorisation Note has been signed and issued by the Customer in accordance with Paragraph 3.2 of Part 2 of this Schedule 5.

3.3 Until a Multi Party Variation Authorisation Note has been signed and issued by the Customer in accordance with Paragraph 3.2 of Part 2 of this Schedule 5, then:

- (a) unless the Customer expressly agrees (or requires) otherwise in writing, each Managed Service Supplier shall continue to supply their respective services in accordance with the existing terms of their respective Services Agreements as if the proposed Multi Party Variation did not apply; and
- (b) any discussions, negotiations or other communications which may take place between the Customer and each Managed Service Supplier in connection with any proposed Multi Party Variation, including the submission of any Multi Party Variation Communications, shall be without prejudice to each Party's other rights under this Collaboration Agreement and its respective Services Agreement.

3.4 Each Managed Service Supplier shall:

- (a) within ten (10) Working Days of the Customer's signature and issue of a Multi Party Variation Authorisation Note, deliver to the Customer a copy of its Services Agreement updated to reflect the Variation agreed in the relevant Multi Party Variation Authorisation Note and annotated with a reference to the Multi Party Variation Authorisation Note pursuant to which the relevant Variation was agreed; and
- (b) thereafter provide to the Customer such further copies of the updated Services Agreement as the Customer may from time to time request.

4 Costs

4.1 Subject to Paragraph 4.2 of this Part 1:

- (a) the costs of preparing each Multi Party Variation Request shall be borne by the Party making the Multi Party Variation Request; and

- (b) unless otherwise agreed by the Parties in writing, the costs incurred by each Managed Service Supplier in undertaking and producing a Multi Party Impact Assessment shall be borne as follows:
 - (i) where a Managed Service Supplier has requested the Multi Party Variation, each Managed Service Supplier shall bear their own costs; and
 - (ii) where the Customer has requested the Variation, The Customer shall bear the relevant costs.
- 4.2 Where the Customer is responsible for such costs in accordance with 4.1(b)(ii) above, such costs shall not exceed those in each accepted Multi Party Impact Assessment Estimate. Each Managed Service Supplier shall be responsible for any costs it incurs in excess of the Multi Party Impact Assessment Estimate.
- 4.3 Any costs incurred by the Parties' in respect of any use of this Multi Party Variation Procedure as a result of any error or default by a Managed Service Supplier shall be borne by each Managed Service Supplier.
- 4.4 The implementation of and cost associated with any Variation to be made by a Managed Service Supplier shall be dealt with in accordance with the provisions of the Managed Service Supplier's Services Agreement.
- 4.5 No Managed Service Supplier shall proceed with any Multi Party Variation to which this Multi Party Variation Procedure applies without having obtained the necessary approvals pursuant to this Schedule 5. If it does so proceed, then it shall do so at its own cost and risk (and the Customer may require the Managed Service Supplier to undo the relevant Variation at the Managed Service Supplier's expense).

Part 2 Multi Party Variation Procedure

1 Multi Party Variation requests

- 1.1 Any Party may issue a Multi Party Variation Request at any time during the Term. Where a Multi Party Variation has originated from a Managed Service Supplier then the Customer will, without prejudice to the provisions of paragraph 1.3 of this Part 2 below, raise the Multi Party Variation Request with the other Managed Service Suppliers.
- 1.2 A Multi Party Variation Request shall be substantially in the form of Part 1 of Appendix 1 to this Schedule 5.
- 1.3 It is acknowledged and agreed that whenever a Multi Party Variation Request is issued by a Managed Service Supplier, that Managed Service Supplier shall be appointed as the **'Coordinating Party'**, and shall act, as the coordinator in respect of such Multi Party Variation and accordingly in such circumstances the Coordinating Party shall:
 - (a) notify the relevant Managed Service Suppliers and the Customer that a Multi Party Variation Request has been raised;
 - (b) provide any additional information required by the Managed Service Suppliers and the Customer to understand the background and context to the Multi Party Variation (including an assessment of risk and any impact that the Multi Party Variation may have on the Core Infrastructure Services);
 - (c) respond to any request for information from the Managed Service Suppliers;
 - (d) undertake an initial review of the draft Multi Party Impact Assessments providing feedback to and seeking clarification from the relevant Managed Service Suppliers;
 - (e) produce a consolidated version of the Multi Party Impact Assessments (including a consolidated Variation Plan) and submit this to the Customer; and
 - (f) liaise with the relevant Managed Service Suppliers throughout the Multi Party Variation Procedure.
- 1.4 If the Customer issues the Multi Party Variation Request, then the Managed Service Suppliers shall provide as soon as reasonably practical, and in any event within ten (10) Working Days of the date of receiving the Multi Party Variation Request, an estimate of the cost of preparing a Multi Party Impact Assessment ("**Multi Party Impact Assessment Estimate**") and the timetable for the submission of the Multi Party Impact Assessments which in any event shall provide for delivery of the Managed Service Suppliers' completed Multi Party Impact Assessments to be received by the Customer within ten (10) Working Days of acceptance of the Multi Party Impact Assessment Estimate or within any longer time period agreed by the Customer.
- 1.5 If the Customer accepts a Multi Party Impact Assessment Estimate then following receipt of notice of such acceptance, the relevant Managed Service Supplier shall provide the completed Multi Party Impact Assessment to the Customer, in accordance with the provisions of Paragraph 0 of this Part B of this Schedule 5, as soon as reasonably practicable and in any event within the period set out in Paragraph 1.4 of this Part 2 of this Schedule 5 above.
- 1.6 If a Managed Service Supplier requires any clarification in relation to the Multi Party Variation Request before it can deliver its Multi Party Impact Assessment, then it shall promptly make a request for clarification to the Customer and the Coordinating Party and provided that

sufficient information is received by the Customer or the Coordinating Party to fully understand:

- (a) the nature of the request for clarification; and
- (b) the reasonable justification for the request,

the time period to complete the Multi Party Impact Assessment shall be extended by the time taken by the Customer and/or the Coordinating Party to provide that clarification. The Customer and/or the Coordinating Party shall respond to the request for clarification as soon as is reasonably practicable.

2 Multi party impact assessment

2.1 Each Managed Service Supplier shall complete a Multi Party Impact Assessment in good faith and shall include (in respect of its own Services Agreement):

- (a) details of what if any Variations are required as a result of the Multi Party Variation request. Where the Managed Service Supplier does not believe that a Multi Party Variation Request will give rise to a Variation, the Managed Service Supplier shall provide a detailed explanation of this conclusion and the provisions of sub-Paragraphs below shall not apply to the relevant Multi Party Impact Assessment;
- (b) details of the proposed Variation including the reason for the Contract Change and its risk allocation;
- (c) details of the actual or potential impact of the proposed Variation on the wider Core Infrastructure Services to the extent the Managed Service Supplier is reasonably able to assess this and in particular without limitation any changes required to any applicable dependencies register;
- (d) details of the impact of the proposed Variation on the services provided by the Managed Service Supplier, and the Managed Service Supplier's ability to meet its other obligations under its Services Agreement;
- (e) any variation to the terms of its Services Agreement that will be required; as a result of that impact, including changes to:
- (f) the Services Description, the Performance Indicators and/or the Target Performance Levels;
- (g) the format of Authority Data, as set out in the Services Description;
- (h) the Milestones, Implementation Plan and any other timetable previously agreed by the Parties;
- (i) other services provided by third party contractors to The Customer, including any changes required by the proposed Contract Change to The Customer's IT infrastructure;
- (j) details of the cost of implementing the proposed Variation;
- (k) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges;
- (l) a timetable for the implementation, together with any proposals for the testing of the Variation;

- (m) details of how the proposed Variation will ensure compliance with any applicable Change in Law;
 - (n) security or technical assurance requirements;
 - (o) an initial draft of the Multi Party Variation Authorisation Note for the proposed Variation; and
 - (p) such other information as may be reasonably required by the Customer or a Managed Service Supplier in (or in response to) the Multi Party Variation Request.
- 2.2 Each Managed Service Supplier will provide such assistance as any other Managed Service Supplier may reasonably request to support the preparation of the related impact assessment under its Services Agreement with the Customer.
- 2.3 The Managed Service Suppliers shall each provide a copy of its Multi Party Impact Assessment to the Coordinating Party who shall:
- (a) produce a consolidated Multi Party Impact Assessment and Variation and provide these to the Customer and all impacted Managed Service Suppliers; and
 - (b) review each Multi Party Variation Authorisation Note and thereafter provide to the Customer.
- 2.4 Where a Managed Service Supplier reasonably requires that elements of its Multi Party Impact Assessment are redacted prior to circulation to the Coordinating Party it will remove any information which the relevant Managed Service Supplier considers to be Commercially Sensitive Information provided that the Managed Service Supplier shall not redact information which would make it impossible for the Coordinating Party and other Managed Service Suppliers to reasonably assess the impact of the proposed Change on its services. The redacted elements of the Multi Party Impact Assessment shall be provided by the relevant Managed Service Supplier directly to the Customer. Each Managed Service Supplier shall update the Multi Party Impact Assessment to reflect any comments received from a Managed Service Supplier and submit a finalised version of the Multi Party Impact Assessment to the Coordinating Party for collation and submission to the Customer.
- 2.5 Where the Managed Service Supplier has not originated the Multi Party Variation Request it shall support the originating Managed Service Supplier on the development of that Managed Service Supplier's impact assessment including reviewing and providing comments on the draft impact assessment.
- 2.6 If the Variation involves the processing or transfer of any Personal Data outside the United Kingdom, the preparation of the Multi Party Impact Assessment shall also be subject to the data protection provisions set out in the relevant Services Agreements.
- 2.7 Subject to the provisions of Paragraph 2.7 of this Part 2 of this Schedule 5, the Customer shall review the consolidated Multi Party Impact Assessment (including the draft consolidated Change Plan and draft Multi Party Variation Authorisation Notes) and respond to each Managed Service Supplier in accordance with Paragraph 3 of this Part 2 of this Schedule 5 within fifteen (15) Working Days of receiving the Multi Party Impact Assessment or if later the date of receipt of any responses to clarifications.
- 2.8 If the Customer is the Party in receipt of a Multi Party Variation Request and the Customer reasonably considers that it requires further information regarding the proposed Variation so that it may properly evaluate the Multi Party Variation Request and the Multi Party Impact Assessments, then within five (5) Working Days of receiving the last of the Multi Party Impact Assessments, it shall notify the Managed Service Suppliers of this fact and detail the further information that it requires. The Managed Service Suppliers shall then re-issue the relevant

Multi Party Impact Assessments to the Coordinating Party who will create a consolidated Multi Party Impact Assessment and provide this to the Customer within ten (10) Working Days of receiving such notification. At the Customer's discretion, the Parties may repeat the process described in this Paragraph 2.8 until the Customer is satisfied that it has sufficient information to properly evaluate the Multi Party Variation Request and the consolidated Multi Party Impact Assessment.

2.9 The calculation of costs for the purposes of Paragraphs 2.1(j) and 2.1(k) of this Part 2 of this Schedule 5 shall:

- (a) be based on any applicable financial model for the Services Agreement;
- (b) facilitate any financial transparency objectives in the Services Agreement;
- (c) include estimated volumes of each type of resource to be employed and the applicable rate card;
- (d) include full disclosure of any assumptions underlying such Multi Party Impact Assessment;
- (e) include evidence of the cost of any assets required for the Variation; and
- (f) include details of any new or changes to existing Sub-contracts necessary to accomplish the Variation.

3 THE CUSTOMER'S RIGHT OF APPROVAL

3.1 Within fifteen (15) Working Days of receiving the finalised consolidated Multi Party Impact Assessment from the Coordinating Party or within ten (10) Working Days of receiving the further information that it may request pursuant to Paragraph 2.7 of this Part 2 of this Schedule 5, the Customer shall evaluate the Multi Party Variation Request and the consolidated Multi Party Impact Assessment and shall do one of the following:

- (a) approve the proposed Variation(s), in which case the Parties shall follow the procedure set out in Paragraph 3.2 of this Part B of this Schedule 5;
- (b) in its absolute discretion reject the Variation(s), in which case it shall notify the relevant Managed Service Supplier(s) of the rejection. The Customer shall not reject any proposed Variation(s) to the extent that the Variation(s) is necessary for the Managed Service Supplier(s) or the services provided by those Managed Service Supplier(s) to comply with any Changes in Law. If the Customer does reject a Variation, then it shall explain its reasons in writing to the relevant Managed Service Supplier as soon as is reasonably practicable following such rejection; or
- (c) in the event that it reasonably believes that a Multi Party Variation Request or Multi Party Impact Assessment contains errors or omissions, require the relevant Managed Service Supplier(s) to modify the relevant document(s) accordingly, in which event the Managed Service Supplier(s) shall make such modifications within five (5) Working Days of such request. Subject to Paragraph 2.7 of this Part 2 of this Schedule 5, on receiving the modified Multi Party Variation Request and/or Multi Party Impact Assessment, the Customer shall approve or reject the proposed Variation within ten (10) Working Days.

3.2 If the Customer approves the proposed Variation pursuant to Paragraph 3.1(a) of this Schedule 5 and it has not been rejected by the relevant Managed Service Supplier in accordance with Paragraph 3.3 of this Schedule 5, then it shall inform the relevant Managed Service Supplier and the relevant Managed Service Supplier shall prepare a final version of a

Multi Party Change Authorisation Note applicable to its Services Agreement which it shall submit to the Customer for electronic signature. Following receipt by the Customer of the Multi Party Change Authorisation Note, it shall sign and return an electronic copy to the Managed Service Supplier. On the Customer's signature, the Multi Party Change Authorisation Note shall constitute (or, where the Customer has agreed to or required the implementation of a Variation prior to signature of a Multi Party Change Authorisation Note, shall constitute confirmation of) a binding variation to the relevant Managed Service Supplier's Services Agreement.

- 3.3 If the Customer does not sign the Multi Party Change Authorisation Note within ten (10) Working Days of approval, then the relevant Managed Service Supplier shall have the right to notify the Customer and if the Customer does not sign the Multi Party Change Authorisation Note within five (5) Working Days of such notification, then the relevant Managed Service Supplier may refer the matter to the Expedited Dispute Timetable pursuant to the Dispute Resolution Procedure set out in its Services Agreement.

4 Managed Service Supplier's right of approval

- 4.1 Following a Multi Party Impact Assessment, if:

- (a) a Managed Service Supplier reasonably believes that any proposed Variation which is requested by the Customer would:
 - (i) materially and adversely affect the risks to the health and safety of any person; and/or
 - (ii) require the services that it provides to be performed in a way that infringes any Law; and/or
 - (iii) materially affect the Managed Service Supplier's ability to meet the performance levels stipulated in its Services Agreement; or
- (b) the Managed Service Supplier demonstrates to the Customer's reasonable satisfaction that the proposed Variation is technically impossible to implement,

then the Managed Service Supplier shall be entitled to reject the proposed Variation and shall notify the Customer of its reasons for doing so within five (5) Working Days after the date on which it is obliged to deliver the Multi Party Impact Assessment pursuant to Paragraph 1.4 of this Part 2 of this Schedule 5.

5 Fast-track changes

- 5.1 The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.

If the Customer designates that a Variation is a Fast-track Variation then the Parties shall use the process set out in Paragraphs 2, 3 and 4 of this Part 2 of this Schedule 5 but with reduced timescales, such that any period of fifteen (15) Working Days is reduced to five (5) Working Days, any period of ten (10) Working Days is reduced to two (2) Working Days and any period of five (5) Working Days is reduced to one Working Day.

Appendix 1 Multi Party Variation Forms

Part 1: Multi Party Variation Request

Approval history:

MULTI PARTY CHANGE REQUEST FORM [INSERT NAME OF IMPACTED SERVICES CONTRACT(S)] CONTRACT REF:		MPCR NO.: TYPE OF CHANGE:	
TITLE:			
ORIGINATOR:		CONTACT NUMBER:	
SPONSOR:		CONTACT NUMBER:	
DATE OF INITIATION:		REQUIRED BY DATE:	
ASSIGNED FOR MULTI PARTY IMPACT ASSESSMENT TO:			
DESCRIPTION OF PROPOSED MULTI PARTY VARIATION:			
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, A3, etc.)			
The Business benefit/VFM that this Variation will provide is			
INITIATED BY []		DATE:	
NAME AND ORGANISATION (E.G. "THE CUSTOMER", "SUPPLIER"):			
SIGNATURE:			

RECEIVED BY []	DATE:
NAME AND ORGANISATION (E.G. "THE CUSTOMER", "SUPPLIER"):	
SIGNATURE:	

Part 2: Multi Party Impact Assessment Form:

MULTI PARTY IMPACT ASSESSMENT FORM	MPIAF VERSION NUMBER
MPCR TITLE:	MPCR NUMBER:
<p>DETAILED DESCRIPTION OF VARIATION FOR WHICH MULTI PARTY IMPACT ASSESSMENT IS BEING PREPARED AND WORDING OF RELATED CHANGES TO THE SERVICES AGREEMENT:</p> <p>(identify any attachments as B1, B2, B3, etc.)</p> <p>Changes to services requirements, terms of the Services Agreement, personnel to be provided, charging structure (including any proposed gainshare mechanism), payment profile, documentation, training, performance indicators and component working arrangements and any other contractual issue.</p>	
<p>IMPACT:</p> <p>(Refer to any impact analysis attachment where applicable)</p>	
<p>SUSTAINABILITY IMPACT ASSESSMENT:</p> <p>[Summarise the impact. May need to attach associated documents]</p>	
<p>RISK ASSESSMENT:</p>	
<p>DELIVERABLES:</p>	
<p>TIMETABLE:</p>	
<p>TEST SUCCESS CRITERIA</p>	

CHARGES FOR IMPLEMENTATION (IF ANY): (Including a schedule of payments. If not applicable, mark "Not Applicable")	
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE VARIATION (IF ANY): (If not applicable, mark 'Not Applicable') SUPPORTING MATERIALS DOCUMENT REFERENCE(S):	
OTHER RELEVANT INFORMATION: (including value-added and acceptance criteria)	
AUTHORISED BY MANAGED SERVICE SUPPLIER	DATE:
NAME:	
SIGNATURE:	
The Managed Service Supplier warrants and represents that this Multi Party Impact Assessment Form complies with the requirements of Paragraph 2 of Schedule 5 of the Collaboration Agreement, and that its content is, to the best of its knowledge and belief, accurate and comprehensive in all material respects.	

Part 3: Multi Party Variation Authorisation Note

Approval history:

MPCCN NUMBER:	MPCR TITLE: MULTI PARTY IMPACT ASSESSMENT FORM VERSION:
DATE OF MULTI PARTY VARIATION REQUEST FORM:	
DATE OF MULTI PARTY IMPACT ASSESSMENT AUTHORISATION:	
IMPLEMENTATION OF THIS MULTI PARTY VARIATION REQUEST, IS: (tick as appropriate)	
APPROVED REJECTED	

REQUIRES FURTHER INFORMATION (as follows, as Attachment 1, etc.)	
FOR THE CUSTOMER	FOR MANAGED SERVICE SUPPLIER
Signature	Signature

Schedule 6 Strategic Objectives

- 1 Managed Service Suppliers shall:
 - 1.1 actively work to reduce unsustainable impacts of the service provided whilst helping the Customer to meet its environmental and net zero objectives. The service will be designed with gold standard sustainability principles, delivering positive environmental outcomes, improving resilience, and enhancing the Customer's reputation;
 - 1.2 proactively identify areas for improvement and efficiencies that ensure the Customer's technology remains current and appropriate for its needs;
 - 1.3 act as de facto Subject Matter Expert for the contracted service offering, evidence and maintain an appropriate level of skill and capability to provide support, and to transform the Customer's technology services where appropriate.
 - 1.4 operate collaboratively with other Managed Service Suppliers in accordance with their Collaboration Agreement. Define the tools and governance procedures that will be used to achieve this;
 - 1.5 adopt a user centric approach to customer experience, engage directly with end users as needed to resolve operational process activity;
 - 1.6 report 'open book' data through the supply chain to evidence value for money and appropriate use of public funds; and
 - 1.7 engage with the Customer's performance reporting function and governance boards as identified in Services Agreements and provide appropriate resources.
- 2 The Customer's objectives also includes the following which Managed Service Suppliers shall take in to account where they are applicable:
 - 2.1 all departments agree to promote a 'buy once, use many times' approach to technology, including by making use of a common code, pattern and architecture repository for government;
 - 2.2 all 'nationally important' systems will be resilience tested annually and will be hosted, or plans will be developed for them to be hosted, in appropriate environments aligned to the cross-government cloud and technology infrastructure strategy;
 - 2.3 all 'red-rated' legacy systems identified through an agreed cross-government framework will have an agreed remediation plan in place;
 - 2.4 all new services shall comply with the common approach to Secure By Design;
 - 2.5 Government will systematically identify and capture opportunities arising from emerging technologies, such as artificial intelligence, blockchain and quantum computing; and
 - 2.6 all departments will increase sustainability throughout the lifecycle of their technology and services.

Schedule 7 Multi-Party Dispute Resolution Procedure

- 1 All Multi Party Disputes shall be resolved in accordance with the Multi Party Dispute Resolution Procedure.
- 2 If at any time following the issue of a Dispute Notice, the Customer reasonably considers that the matters giving rise to the Dispute involve one or more Related Third Parties, then the Customer shall be entitled to determine that the Dispute is a Multi Party Dispute and to serve a Multi Party Procedure Initiation Notice.
- 3 If a Managed Service Supplier has reasonable grounds to believe that the matters giving rise to a Dispute under its Service Agreement or this Collaboration Agreement have been contributed to by one or more Related Third Parties, the Managed Service Supplier may serve a Supplier Request on the Customer.
- 4 The Customer shall (acting reasonably) consider each Supplier Request and shall determine within five (5) Working Days whether the Dispute is:
 - 4.1 a Multi Party Dispute, in which case the Customer shall serve a Multi Party Procedure Initiation Notice on the Managed Service Supplier; or
 - 4.2 not a Multi Party Dispute, in which case the Customer shall serve written notice of such determination upon the Managed Service Supplier and the Dispute shall be treated in accordance with the Dispute Resolution Procedure for the Service Agreement.
- 5 If the Customer has determined, following a Supplier Request, that a Dispute is not a Multi Party Dispute, the Managed Service Supplier may not serve another Supplier Request with reference to the same Dispute.
- 6 Following service of a Multi Party Procedure Initiation Notice a Multi Party Dispute shall be dealt with by a board (in relation to such Multi Party Dispute, the **"Multi Party Dispute Resolution Board"**) comprising representatives from the following parties to the Multi Party Dispute, each of whom shall be of a suitable level of seniority to finalise any agreement with the other parties to settle the Multi Party Dispute:
 - 6.1 the Customer;
 - 6.2 the Managed Service Supplier;
 - 6.3 each Related Third Party involved in the Multi Party Dispute; and
 - 6.4 any other representatives of any of the parties and/or any Related Third Parties whom the Customer considers necessary,

(together **"Multi Party Dispute Representatives"**).
- 7 The Parties agree that the Multi Party Dispute Resolution Board shall seek to resolve the relevant Multi Party Dispute in accordance with the following principles and procedures:
 - 7.1 the Parties shall procure that their Multi Party Dispute Representatives attend, and shall use their best endeavours to procure that the Multi Party Dispute Representatives of each Related Third Party attend, all meetings of the Multi Party Dispute Resolution Board in respect of the Multi Party Dispute;
 - 7.2 the Multi Party Dispute Resolution Board shall first meet within ten (10) Working Days of service of the relevant Multi Party Procedure Initiation Notice at such time and place as the Parties may agree or, if the Parties do not reach agreement on the time

and place within five (5) Working Days of service of the relevant Multi Party Procedure Initiation Notice, at the time and place specified by the Customer , provided:

- (a) it is virtually or such place is at a neutral location within England; and
- (b) that the meeting is to take place between 9.00am and 5.00pm on a Working Day; and

7.3 in seeking to resolve or settle any Multi Party Dispute, the members of the Multi Party Dispute Resolution Board shall have regard to the principle that a Multi Party Dispute should be determined based on the contractual rights and obligations between the Parties and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Multi Party Dispute.

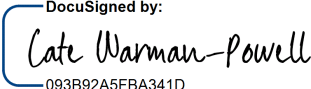
8 If a Multi Party Dispute is not resolved between the Parties and all Related Third Parties within twenty five (25) Working Days of the issue of the Multi Party Procedure Initiation Notice (or such longer period as the Parties may agree in writing), then:

- 8.1 any Party may resort to serve a 'Mediation Notice' under the Service Agreement in respect of the Multi Party Dispute;
- 8.2 any Party may request that the Multi Party Dispute is referred to an expert in accordance with the provisions of the Service Agreement; and/or
- 8.3 subject to Paragraph 9, the provisions on arbitration in the Service Agreement shall apply to the Multi Party Dispute,

and in each case references to the "Supplier" or the "Parties" in such provisions in the Service Agreement shall include a reference to all Related Third Parties.

9 If a Multi Party Dispute is referred to arbitration or a Dispute becomes a Multi Party Dispute during the course of arbitration proceedings and either Party is unable to compel a Related Third Party to submit to such arbitration proceedings, the Customer or the Managed Service Supplier may discontinue such arbitration proceedings and instead initiate court proceedings. The costs of any such discontinued arbitration proceedings shall be borne by the Party which is in a direct contractual relationship with the Related Third Party or, where the Related Third Party is a Sub-contractor, by the Managed Service Supplier.

SIGNED for and on behalf of
**THE SECRETARY OF STATE FOR
ENVIRONMENT, FOOD AND RURAL
AFFAIRS**

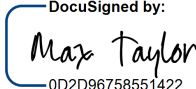
Signature: 
DocuSigned by:
093B92A5FBA341D...

Name (block capitals): Cate warman-Powell

Position: Deputy Director Commercial Technology

Date: 04 December 2024 | 10:12 GMT

SIGNED for and on behalf of
VODAFONE LIMITED by a director:

Signature: 
DocuSigned by:
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Name (block capitals): Max Taylor

Position: CEO

Date: 03 December 2024 | 19:10 GMT