



Tisski Limited
Chamberlain House,
Stoneleigh Park,
Stoneleigh CV8 2LG

Attn: [Redacted in line with Section 40 of the FOIA]
By email to: [Redacted in line with Section 40 of the FOIA]

Date: **25th May 2021**

Our ref: **PR 2021 078**

Dear Sirs,

Application support for the Buyers Microsoft Dynamics 365 estate. Following the proposal by **Tisski Limited** for the provision of **Dynamics 365 Support** services, the Crown Prosecution Service are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between the Crown Prosecution Service ("CPS") as the Customer and **Tisski Limited** as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Agreement as they will not be accepted by the Customer and may delay the processes.

For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1) The Services shall be performed primarily **remotely**
- 2) The charges for the Services shall be as set out in Annex 2 (Charges).
- 3) The specification of the Services to be supplied is as set out in Annex 3 (Specification).
- 4) The Term shall commence **1st June 2021** and the Expiry Date shall be **31st May 2022**. A specific timetable for delivery of the Services shall be agreed between the Customer and the Supplier.
- 5) The address for notices of the Parties are:

Customer

The Crown Prosecution Service
Petty France,
Westminster,
London
SW1H 9EA
Attention: Commercial Team

Supplier

Tisski Limited
Chamberlain House,
Stoneleigh Park,
Stoneleigh CV8 2LG
[Redacted in line with Section 40 of the FOIA]
[Redacted in line with Section 40 of the FOIA]



Email: Redacted in line with Section 40 of

- 6) The following persons are Key Personnel for the purposes of the Agreement:

Name	Title
Redacted in line with	Customer's Representative
Redacted in line with	Customer's Representative
Redacted in line with Section 40 of	Supplier's Representative

- 7) The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

The Customer requires all ordering and payment procedures to be conducted via an e-procurement system; the Oracle purchase to pay system. The Customer will provide guidance for the registration and use of the Oracle system. The Customer will sponsor the Supplier to use this system and no costs will be incurred by the Supplier.

Following the award of the Contract an e-purchase order will be issued via the Oracle system to the Supplier; this order will be raised to the value of the Charges set out in Annex 2 to this Contract. This will be received by the Supplier as an attachment to an email and also directly into the Supplier portal. We will require successful Suppliers to submit requests for payment via the Oracle system as an e-invoice.

Liaison

For general liaison your contact will continue to be Redacted in line with or, in their absence, Redacted in line with.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to Redacted in line with Section 40 of the FOIA at the above address **within 7** days from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours sincerely,

Signed for and on behalf of Crown Prosecution Service

Name: Redacted in line
with Section 40

Position: Redacted in line
with Section 40 of

Redacted in line with Section 40 of the
FOIA

Date: 28th May 2021

We accept the terms set out in this letter and its **Annexes**, including the Conditions.

Signed for and on behalf of the Supplier

Name: Redacted in
line with

Redacted in line with Section 40 of the FOIA

Annex 1 - Terms and Conditions of Contract for Services

Interpretation

1.1 In these terms and conditions:

"Agreement"	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier's countersignature of the Award Letter;
"Approval" and "Approved"	refer to the written consent of the Customer's Representative;
"Award Letter"	means the letter from the Customer to the Supplier printed above these terms and conditions;
"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
"Charges"	means the charges for the Services as specified in the Award Letter;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Customer"	means the person named as Customer in the Award Letter;
"Customer's Representative"	means the individual authorised to act on behalf of the Customer for the purposes of the Contract;
"DPA"	means the Data Protection Act 2018;
"Data Controller", "Data Processor" and "Data Subject"	shall have the same meanings given in the General Data Protection Regulations.
Data Loss Event	means any event that results, or may result, in unauthorised access to Personal Data held by the Service Provider under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
Data Protection Impact	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

Assessment

Data Protection Legislation	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018, subject to Royal Assent, to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
Data Protection Officer	takes the meaning given in the GDPR
Data Subject Access Request	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Expiry Date"	means the date for expiry of the Agreement as set out in the Award Letter;
"FOIA"	means the Freedom of Information Act 2000;
GDPR	means the General Data Protection Regulation (Regulation (EU) 2016/679);
"Information"	has the meaning given under section 84 of the FOIA;
"Intellectual Property Rights"	means patents, trade marks, service marks, design rights (whether registerable or not), applications for any of the above rights, copyright, trade or business names or other similar rights or obligations whether registerable or not in any country including but not limited to the United Kingdom;
"Key Personnel"	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
LED	means Law Enforcement Directive (Directive (EU) 2016/680);
"Month"	means calendar month;
"Party"	means the Supplier or the Customer (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	takes the meaning given in the GDPR
Personal Data Breach	takes the meaning given in the GDPR

Protective Measures	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"Purchase Order Number"	means the Customer's unique number relating to the supply of the Services;
Relevant Conviction	For the purposes of this Call-Off Contract a Relevant Conviction is defined as a conviction relating to a current criminal offence (excluding minor motoring offences).
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Customer under the Agreement;
"Specification"	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
"Staff"	means all directors, officers, employees, agents, consultants and Suppliers of the Supplier and/or of any sub-Supplier of the Supplier engaged in the performance of the Supplier's obligations under the Agreement;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer's procedures for the vetting of personnel as provided to the Supplier from time to time;
Sub-Processor	means any third Party appointed to process Personal Data on behalf of the Service Provider related to this Contract.
"Supplier"	means the person named as Supplier in the Award Letter;
"Supplier's Representative"	means the individual authorised to act on behalf of the Supplier for the purposes of the Contract
"Term"	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 0 or terminated in accordance with the terms and conditions of the Agreement;
"Variation"	means a properly executed variation to the Contract
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

2. Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.

3. Supply of Services

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
 - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a Variation to the scope of the Services by submitting a draft in the form set out at Annex 4. The Variation when signed by both parties shall form part of the Contract. In the event that the Supplier agrees to any Variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4. Term

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire

on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.

- 4.2 The Customer may extend the Agreement for a period of up to two (2) further periods of six (6) months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5. Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.3 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.4 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6. Premises and equipment

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on

completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.

- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
 - 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
 - 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the

agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 Assignment and sub-contracting

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-Suppliers as though those acts and omissions were its own.
- 8.2 Where the Supplier enters into a sub-contract for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Supplier to the sub-Supplier within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 8.3 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.4 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-licence) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
 - 9.3.2 a perpetual, a royalty-free, irrevocable and non-exclusive licence (with a right

- to sub-license) to use:
- 9.3.3 any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
- 9.3.4 any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services, (including any modifications to or derivative versions of any such intellectual property rights which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.)
- 9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 Governance and Records

- 10.1 The Supplier shall:
 - 10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
 - 10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.
- 10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

- 11.1 Subject to clause 11.2, each Party shall:
 - 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
 - 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.
- 11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:
 - 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
 - 11.2.2 to its auditors or for the purposes of regulatory requirements;
 - 11.2.3 on a confidential basis, to its professional advisers;
 - 11.2.4. to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal

offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

- (a) on a confidential basis to the employees, agents, consultants and Suppliers of the Customer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 Freedom of Information

12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
- 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control

in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Protection of Personal Data

13.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

13.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and the Supplier is the Data Processor. Annex 1 to Schedule 1 (Data Protection) sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing, the types of Personal Data and categories of Data Subject.

13.3 Without prejudice to the generality of Clause 13.1, the Customer will ensure that it has all necessary appropriate consents and notices (or other grounds as applicable) in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of Contract.

13.4 Without prejudice to the generality of Clause 13.1 the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Agreement:

- (a) process that Personal Data only in accordance with Annex 1 to Schedule 1 (Data Protection), unless the Supplier is required by the Data Protection Legislation or the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data ("Applicable Laws"). Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly

notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;

- (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental or unlawful loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (c) ensure that all personnel who have access to and/or process Personal Data:
 - (i) do not process that data except on the written instructions of the Customer (such instructions to include the terms of this Agreement, and in particular Annex 1 to Schedule 1 (Data Protection));
 - (ii) take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that the Supplier Staff:
 - (A) are aware of and comply with the Supplier's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with the Supplier or the relevant sub-contractor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of personal data (as defined in the Data Protection Laws).
 - (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
-

- (e) assist and co-operate with the Customer in responding to any request to the Customer from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators, in accordance with Article 28 (3) (e) and (f) of the General Data Protection Regulations (GDPR);
- (f) notify the Customer without undue delay on becoming aware of a Personal Data Breach in accordance with Paragraph 2, Annex 3 to Schedule 1 (Data Protection);
- (g) assist the Customer, in accordance with Annex 3 to Schedule 1 (Data Protection), in meeting its obligations under the Data Protection Laws to notify any Data Subject of any Personal Data Breach or other breach of this Agreement, where the Customer determines, at its discretion, that the event or breach is likely to result in a high risk to the rights and freedoms of the Data Subject.
- (h) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data. In carrying out its obligations under this clause, the Supplier shall be permitted to retain copies of the Personal Data:
 - (i) where required by law to store the Personal Data;
 - (ii) where such Personal Data is maintained on tapes, discs, servers or other storage devices provided that in each case it is put beyond use.

13.5 Without prejudice to the generality of Clause 13.1

- (a) the Supplier shall maintain complete and accurate records and information to demonstrate its compliance with Article 28 GDPR and this Clause. Those records shall contain all of the information required in Article 30 (2) namely:
 - (i) the name and contact details of the processor or processors and of each controller on behalf of which the processor is acting and where applicable of the controllers or the processors representatives, and the Data Protection Officer
 - (ii) the categories of processing carried out on behalf of the controller
 - (iii) where applicable transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, where applicable, the documentation of suitable safeguards
 - (iv) where possible a general description of the applicable technical and organisational security measures

Where the Supplier does not already employ or otherwise benefit from the services of a Data Protection Officer, and the Data Protection Legislation requires that it must do so prior to processing any Personal Data under this Agreement, the Supplier shall appoint and maintain in post a Data Protection Officer in accordance with the Data Protection Legislation and shall notify the Customer of that person's contact details.

- 13.6 The Supplier shall not appoint any third party to process Personal Data within the scope of this Agreement without the prior written consent of the Customer, such consent to be applied for and granted or refused in accordance with Clause 8 of this Agreement.
- 13.7 Prior to entering into this Agreement, the Supplier shall notify the Customer in writing of any third parties which already process Data on its behalf and may process Personal Data under this Agreement ("Third Party Processors"). The Supplier confirms that any Third Party Processors have entered into a written agreement with it (or shall do so prior to processing any Personal Data under this Agreement) incorporating terms which are substantially similar to those set out in this clause, with the effect that the obligations set out in this Agreement and required by the Data Protection Legislation, shall apply to any such Third Party Processor.
- 13.8 The Supplier shall notify the Customer as soon as reasonably practicable of any intention to appoint or replace any Third Party Processor, and the Customer shall be entitled to object to such appointment or replacement, in accordance with Clause 13.6.
- 13.9 As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Clause.
- 13.10 Subject to the prior written agreement of the Customer, the Supplier may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to Schedule 1 (Data Protection))."
- 13.11 Nothing in this Agreement will permit the Supplier access to what the Customer considers to be confidential information.

14 Liability

14.1 Neither Party excludes or limits its liability for:

- a) death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);
- b) bribery or Fraud by it or its employees;
- c) breach of any obligation as to title implied by section 2 of the Supply of Goods

and Services Act 1982; or

- d) any liability to the extent it cannot be excluded or limited by Law;
- e) wrongful termination of this Agreement; or
- f) any fine, penalty or related damages which have been caused by a breach of the Agreement by the Supplier and which breach causes the Customer to be in breach of applicable Law (excluding fines, penalties or related damages incurred by one Party for any breach of Data Protection Legislation, Clause 13 or Schedule 1 (Data Protection) to the extent such breach is caused by the other Party).

14.2 Subject always to clauses 14.1, 14.4, 14.5 and 14.7

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 20.1, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.2.3 Neither Party shall be liable to the other Party for ex-gratia compensation payments in relation to liability for breach of the Data Protection Legislation, Clause 13 (Data Protection) and/or Schedule 1 (Data Protection), as applicable

14.3 Subject to Clause 14.2.1 and Notwithstanding Clauses 14.2.2 and 14.2.3, the Parties acknowledge that a Party may, amongst other things, recover from the other Party the following Losses incurred by: (i) the Customer to the extent that they arise as a result of a Default by the Supplier; and (ii) the Supplier to the extent that they arise as a result of a breach by the Customer of the Data Protection Legislation, Clause 13 and/or Schedule 1 (Data Protection, as applicable:

- (a) subject to Clause 14.2.1 any additional operational and/or administrative costs and expenses incurred by such Party, including costs relating to time spent by or on behalf of such Party in dealing with the consequences of the such Default or breach, as applicable;
- (b) subject to Clause 14.2.1 any wasted expenditure or charges rendered unnecessary and/or incurred by such Party arising from such Default or breach, as applicable;
- (c) subject to Clause 14.2.1 the additional cost of the Customer of procuring Replacement Services for the remainder of the Agreement Period and/or

- replacement Deliverables, which shall include any incremental costs associated with such Replacement Services and/or replacement Deliverables above those which would have been payable under this Agreement; and
- (d) subject to Clause 14.2.1, any financial amounts awarded by a court (and related interest) and compensation or interest paid to a third party by a Party.
- 14.4 in respect of all fines and, penalties which are incurred by one Party for any breach of the Data Protection Legislation to the extent that the breach of the Data Protection Legislation is caused by a breach by the other Party of the Agreement, then the total aggregate liability shall be:
- (a) for the Supplier (where the Supplier is the other Party), Seven million pounds (£7m GBP); and
- (b) for the Customer (where the Customer is the other Party), Three million pounds (£3m GBP)."
- Subject to Clause 14.6 below, for the avoidance of doubt, the liability under this Clause 14.4 is a separate liability from and does not count towards liability under Clause 14.2.1 above and 14.5 below
- 14.5 subject to Clause 14.1 above, the total aggregate liability (including damages awarded to third parties and related interest) of one Party to the other Party for one or more of the other Party's breach of the Data Protection Legislation, Clause 13(Data Protection) and/or Schedule 1 (Data Protection), as applicable, is Three million pounds (£3m GBP). Subject to Clause 14.6 below, for the avoidance of doubt, the liability under this Clause 14.5 is a separate liability from and does not count towards liability under Clauses 14.4(a), 14.4(b) and 14.2.1 above and
- 14.6 a Party shall not be permitted to claim under the limit of liability in Clause 14.4 and/or Clause 14.5 and make an additional claim(s) under any other separate limit of liability in the Agreement for any breach of the Agreement by the other Party arising out of the same or a similar event or series of events. For the avoidance of doubt, nothing in this Clause is intended to prevent a Party claiming under both Clauses 14.4 and 14.5
- 14.7 The Supplier's liability under the indemnity in clause 9.4 and 18.2 shall be unlimited.

15 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Supplier. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 Termination

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the

Supplier:

- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
- 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
- 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
- 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
- 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17; or
- 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16) in consequence of debt in any jurisdiction.

- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination. this clause and clauses provision
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
 - 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
 - 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
 - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's

premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Supplier shall:

17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and

17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 Dispute Resolution

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and Customer, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any Customer to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 Notices

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be

deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 Governing Law and Jurisdiction

The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Annex 2 - Charges

Cost (exc. VAT)	£16,000
Charging Method	Cost will be invoiced in full upon acceptance of this document.
Payment Terms	30 days' net from date of invoice.

Annex 3 - Specification

Statement of Work dated 12th May 2021 shall apply.

Service Design dated 12th May 2021 shall apply.

Professional Indemnity

The Supplier shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants involved in the provision of the Services hold and maintain appropriate cover. Such insurance to be held by the Supplier or by any agent, sub-Supplier or consultant involved in the provision of Services with a limit of indemnity of not less than £1,000,000 for any occurrences arising out of each and every event. Such insurance shall be maintained for a minimum of 6 (six) years following the expiration or earlier termination of this Contract.

Insurance

The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier.

The Supplier shall hold employer's liability insurance in respect of Staff in accordance with any legal requirement for the time being in force.

The Supplier shall produce to the Customer's Representative, on request, copies of all insurance policies referred to in this Condition or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by this Contract the Customer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability referred to in this Contract.

Annex 4 – Variation Form

VARIATION

Contract Title:	
Contract Reference:	
Variation Number:	
Date Effective From:	

Between:

- (i) The Crown Prosecution Service (CPS), (“CUSTOMER”); and
- (ii) (“SUPPLIER”)

1. The Contract is varied as follows:

It is agreed that from the date of this variation the following changes be made to the contract:

- 2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
- 3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed:

<i>For the Supplier</i>		<i>For the Customer</i>	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

Schedule 1 – Data Protection

ANNEX 1 - Processing, Personal Data and Data Subjects

1. The Supplier shall comply with any further written instructions with respect to processing by the Customer.
2. Any such further instructions shall be incorporated into this Schedule.

Contract	
Issued to	Tisski Limited
Data Processing descriptor	Narrative
Subject matter of the processing	The supplier provides and may during performance of this contract process data.
Duration of the processing	Approved as the period: (i) in relation to the relevant Customer Data, from the Operational Service Commencement Date of the Agreement to the expiry or termination (all or part, as applicable) of the Agreement, and until (ii) the fulfilment of Exit Assistance to Replacement Suppliers.
Nature and purposes of the processing	The nature shall include but not be limited to the collection, recording, organisation, consultation, use, disclosure by transmission, dissemination or otherwise making available of data (whether or not by automated means).
Type of personal data	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 that may contain but not be limited to: <ul style="list-style-type: none">• Personal contact details• Family, lifestyle and social circumstances• Employment and education details• Criminal convictions• Physical or mental health details• Racial or ethnic origin
Categories of data subjects	To be defined within the contract term
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	To be defined as necessary within the contract term.

ANNEX 2 - Assistance with Data Protection Impact Assessment

1. Where the Customer determines that the processing, taking into account its nature, scope, context and purposes, is likely to result in a high risk to the rights and freedoms of natural persons, the controller shall, prior to the processing, carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (the Data Protection Impact Assessment).

2. Taking account of the information reasonably available to it, the Supplier shall provide reasonable assistance to the Customer in the preparation of the Data Protection Impact Assessment prior to commencing the processing. Such assistance may, at the discretion of the Customer, include:
 - 2.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - 2.2 an assessment of the necessity and proportionality on the processing operations in relation to the Services;
 - 2.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 2.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
3. The Customer shall notify the Information Commissioner's office in the event that the Data Protection Impact Assessment indicates that the processing to be carried out under this Agreement would result in a high risk to Data Subjects in the absence of measures taken by the Customer to mitigate the risk.

ANNEX 3 - Data Subject Access Request and Personal Data Breach

For the purposes of this Annex 3 of this Call Off Schedule, the requirements for the Supplier to 'notify the Customer' will be met where the Supplier submits information to both the Customer's normal contract manager and the Customer's Data Protection Officer.

1. The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Laws.
2. The Supplier shall notify (including providing full details and copies of the relevant complaint, communication or request, as applicable) the Customer without undue delay, and in any event within 48 hours if it:
 - 2.1 receives from a Data Subject (or third party on their behalf) in respect of their Personal Data:
 - (a) a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) a request to rectify, block or erase any Personal Data; or
 - (c) any other request, complaint or communication relating to either Party's obligations under the Data Protection Laws.
 - 2.2 receives any Regulator Correspondence or any other any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - 2.3 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 2.4 becomes aware of a Personal Data Breach.
3. Taking into account the nature of the processing and the Personal Data, the Supplier shall provide the Customer with assistance by appropriate technical and organisational measures (insofar as this is possible) in relation to the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subject's rights as set out in Chapter III of GDPR.
4. In the event of a request under Paragraph 2.1 above, the Supplier shall provide the Customer with:
 - 4.1 where applicable, such assistance as is reasonably requested by the Customer to enable the Customer to comply with the Data Subject Access Request within the relevant timescales set out in the Data Protection Laws; and
 - 4.2 the Customer, at its request, with any Personal Data it holds in relation to a Data Subject.