13.1. Other than where a Sub-Contractor is agreed in the Letter of Appointment or a Statement of Work, the Supplier will not, without the Approval of the Customer, assign, sub-contract, novate or in any way dispose of the benefit or the burden of this Contract or any part of it.

13.2. In requesting Approval to sub-contract, the Supplier will:

13.2.1 use reasonable care and skill in the selection of proposed Sub-Contractors;

13.2.2 if the Customer requests, the Supplier will obtain more than one quote for a particular sub-contracted service; and

13.2.3 provide the Customer with a business case for sub-contracting all or part of the Project, identifying the reasons for the Supplier to sub-contract to its proposed Sub-Contractor. The Customer may reject the Supplier's request to appoint a proposed Sub-Contractor if it considers the proposed Sub-Contractor does not provide value for money.

13.3. If the Customer consents to the Supplier's proposed Sub-Contractor, it shall be a Sub- Contractor as the term is defined in Schedule 1 (Definitions).

13.4. In granting consent to any assignment, novation sub-contracting or disposal, the Customer may set additional terms and conditions it considers necessary.

13.5. The Supplier shall ensure that its Sub-Contractor does not further sub-contract all or part of the Project or Deliverables without the Customer's Approval.

13.6. Any contracts the Supplier enters into with third party suppliers for Services and Deliverables ("**Sub-Contracts**") must be on terms that are in line with the Supplier's standard contractual terms and conditions, must not permit further sub-contracting, and must not conflict with the terms of this Contract.

13.7. Provided that the Supplier has notified the Customer of any significant restrictions or contract terms contained in any Sub-Contracts, the Customer hereby acknowledges that:

13.7.1. its right to use or otherwise benefit from any Services or Deliverables acquired under Sub-Contracts will be as set out in the Sub-Contracts; and

13.7.2. it will be responsible for any reasonable and proper charges or liabilities (including cancellation payments) that the Supplier is directly liable for under Sub-Contracts only to the extent that that these are caused by an act or omission of the Customer or its Affiliates.

13.8. The Supplier will promptly provide the Customer with a copy of any Sub-Contract if requested to do so.

13.9. The Supplier will be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

13.10. The Supplier will obtain the Customer's Approval before commissioning services from any Supplier Affiliate.

Supply Chain Protection

13.11. The Supplier will ensure that all Sub-Contracts contain provisions: