

"Services Requirements"	means the description of the Services to be supplied under this Agreement and any Order as set out in Part 1 of Schedule (Schedule 2 - Services Requirements and Supplier Solution), including, where appropriate, the Key Personnel, the Premises and the Quality Standards;
"Services"	means the services to be supplied by the Supplier to the Commissioner pursuant to this Agreement (including any Additional Services), as specified in the Services Requirements;
"Staff"	all employees, agents, consultants and contractors of the Supplier and/or any sub-contractor;
"Staff Vetting Procedures"	the Commissioner's procedures and departmental policies for the vetting of personnel as set out at Schedule 4 (Staff Vetting Procedures);
"Supplier Party"	the Supplier's agents and contractors, including each sub-contractor;
"Supplier's Provisional Staff List"	a list prepared and updated by the Supplier of all Staff who are engaged in or wholly or mainly assigned to, the provision of the Services or any part of the Services as at the date of such list;
"Supplier Solution"	the Supplier's solution for the Services attached to this Agreement at Part of Schedule (Schedule 2 - Services Requirements and Supplier Solution);
"Supplier System"	the information and communications technology system used by the Supplier in performing the Services including any software, the Equipment and related cabling (but excluding the Commissioner System);
"Tender"	means the document(s) submitted by the Supplier to the Commissioner in response to the Commissioner's invitation to suppliers for formal offers to supply it with the Services;
"Term"	has the meaning set out in clause 41;

"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 general business in the City of London.

SCHEDULE 2 - SERVICES REQUIREMENTS AND SUPPLIER SOLUTION

1.1 - Services Requirements

The Commissioner requires the Supplier to provide a forensic capability to assist in the investigation of criminal and civil breaches to enable prompt, effective and efficient case management.

The services required ("Services") include:

- The onsite gathering of forensic evidence via the imaging of computer equipment seized during the execution of a search warrant.
- If onsite imaging is not available the removal of seized equipment to the forensic service providers premises for further examination.
- The imaging of other media for evidential purposes i.e. communications equipment and other portable media.
- The analysis of the evidence gathered in accordance with specific search criteria provided by the ICO.
- The provision of evidential packages for disclosure to the defendants in any court cases resulting from the investigation.
- The provision of statements outlining their findings as a result of their forensic examinations and attendance at court to present such evidence if required.
- Working to agreed timescales in line with either the ICO's Investigative Strategy or requirements of the Criminal Justice System.
- A single point of contact within the forensic service provider to deal with all ICO queries.
- Collection of seized items from ICO premises, as required.
- Either working towards or accredited to an ISO accreditation or similar certification which may include ISO 17025 or similar.
- Meetings as required, associated with ongoing investigations and prosecutions.

The above list is not exhaustive and is dependent on the requirements of the particular offence under investigation, which is determined at the outset and reviewed throughout by the Commissioner.

The estimated value of this Agreement is expected to be approximately between £100,000 and £120,000 exclusive of VAT for the initial period of the Agreement. However please note that actual spend is entirely dependent on the requirements of the particular offences under investigation by the Commissioner during the Agreement term and there is no obligation on the Commissioner to place Orders for Services under the Agreement.

This may rise to approximately £173,000 if options to extend are exercised or any additional Services as described in section 2 are taken up.

The Agreement will be managed by the Commissioner with review meetings being held on an at least annual basis. The review meetings will enable the Commissioner

and the Supplier to review performance and discuss matters which may include, but not be limited to;

- Delivery of the Services including number of cases, date of instruction, date of activity and work undertaken, date report supplied to the Commissioner;
- Feedback from end users;
- Complaints and actions to address them including any Commissioner/ICO issues and any internal Supplier issues affecting service delivery;
- Improvements or developments, including whether Services were completed in a timely manner within agreed turnaround times;
- Changes in key personnel, processes, or delivery;
- Issues with personnel such as performance issues which may impact upon their expert witness role; and
- Providing management information in an agreed format at no additional cost to the Commissioner.

The supplier under the Contract will be expected to field the appropriate personnel for each review meeting.

The content, frequency and formatting of management information will be agreed with the Supplier at the commencement of the Agreement in line with the On-boarding process set out below.

On-boarding

The parties shall agree an implementation plan (the On-boarding Plan) regarding development of standard operating procedures (SOPs) and service level agreements (SLAs) for including but not limited to [REDACTED]

[REDACTED] within 14 days of the Commencement Date which fully amplifies and satisfies the requirements of the Services Requirements and the statements made in the Supplier Solution.

It is the responsibility of the Supplier to seek any guidance from the Commissioner in respect of any issues on which it is unclear, as the Supplier is responsible for the clarity, accuracy, suitability and completeness of the SOPs and their compliance with the Services Requirements.

The Commissioner shall review and comment on the draft On-boarding Plan as soon as reasonably practicable. Following such review and consultation, the Customer shall formally approve or reject the draft On-boarding Plan no later than 5 Business Days after the date on which the draft On-boarding Plan is first delivered to the Commissioner.

Retention

All material seized by the appointed forensic company should be retained, recorded and revealed in line with the Criminal Procedures and Investigations Act 1996 and the ICO Retention and Disposal Schedule Policy in place from time to time.

The image of the information will be retained by the Supplier on the basis of the Commissioner's instructions as agreed in relation to each specific case or piece of work.

Physical property is to be returned to the Commissioner, within reasonable and agreed timescales, once the image has been extracted.

1.2 - Supplier Solution

The Supplier will comply with the Commissioner's Services Requirements in the following manner:

Supplier services include onsite search, seizure, imaging and laboratory based digital forensic examinations on all categories of computer, mobile/smart phones and server /data storage devices.

Supplier forensic services are delivered by experienced and qualified digital forensic examiners within the parameters of the company's [REDACTED]

All forensic examiners have a number of years of relevant experience undertaking digital forensics analysis on computers, servers and mobile /smart phone devices. The majority of our staff have worked in Police High Tech Crime Units, Counter Terrorism High tech units or other digital forensics organisations prior to joining Disklabs. They are all considered experts in the field of digital forensic investigations and analysis.

At point of enquiry, the Supplier's Operations Director will liaise with the Commissioner to understand the scope of work required. The scope of work enables Supplier to outline a suitable strategy to undertake the work, provide a quotation to the ICO and allocate appropriately experienced and qualified staff to complete the work.

Supplier staff will be put on notice and once receipt of order from the Commissioner confirms the scope of services required, a briefing will be held with all internal Supplier personnel concerned to enable them prepare.

Supplier support clients through a collaborative working relationship which typically commences when we are notified that our services are required.

The Operations Director and our lead forensic examiner will liaise with the Commissioner's lead representative to understand the proposed steps in the execution of the warrant and commence the planning of the expected work and processes.

Expectations will be communicated to the Commissioner on possible outcomes throughout the commencement of work on site at the location of interest.

Supplier team will meet the Commissioner lead representative at an agreed location and time prior to the execution of the warrant.

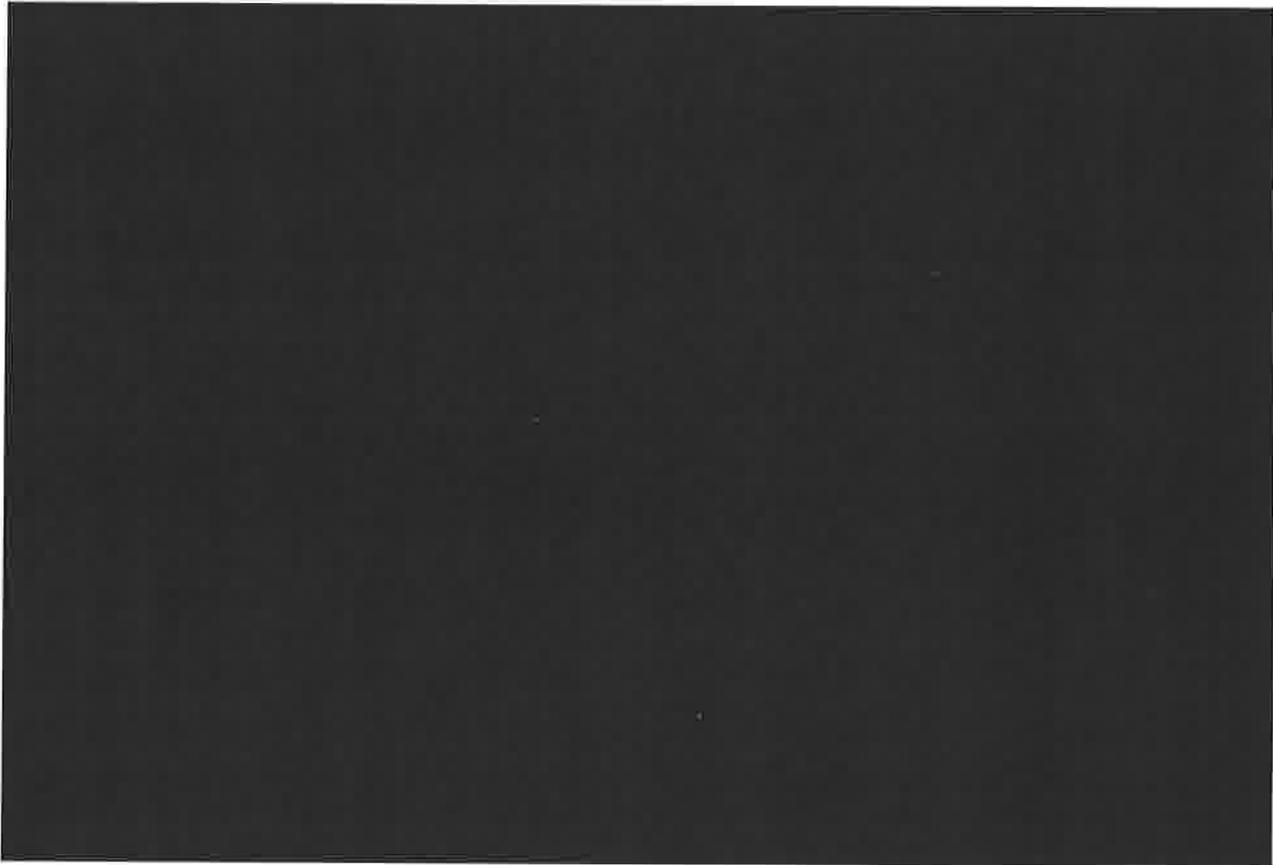
Any pre-raid briefing will be attended and all parties will be made aware of Supplier expectations /requirements with reference to onsite seizure and forensic imaging likely to be required.

Having gained years of experience with various UK law enforcement agencies, our examiners will make suitable preparations of equipment and supplies based on the proposed scope of work and other possible eventualities.

All equipment used by our examiners will be approved digital forensic hardware and software to complete onsite imaging of digital devices.

With regard to seizure, they will carry a broad range of exhibit bags, tags, labels and contemporaneous documentation for all types of digital equipment.

Supplier onsite seizure and imaging of digital equipment experience is extensive and includes working on:



Once onsite and following the issue of the warrant, Supplier examiner will commence the process of identifying all potential sources of evidential data.

Dependant on Supplier remit and the circumstances at the location of interest, equipment will be imaged or seized following

Supplier examiners will also [REDACTED]

In previous cases where warrants have been executed, we have arranged for our secure courier to attend site after approximately 4 hours to transport all seized exhibits directly to our forensic facility.

In circumstances where we are required to gather data from company equipment and live servers which cannot be removed from the premises, our forensic examiner will image the relevant files (such as email data bases, relevant documents, user logs) using [REDACTED]

All activities during the seizure / imaging onsite are documented and retained for continuity purposes using [REDACTED]

All forensic images completed onsite (following the same process as at our laboratory) are verified using [REDACTED] to ensure they are forensically sound prior to leaving site and commencing the examination.

Due to our experience in working with a variety of different agencies, we have an extensive understanding in managing forensic contracts. As such, Supplier have incorporated workforce planning practices to maintain resource capacity and the flexibility required to meet agreed timescales and requirements.

These practices mean that we can deploy staff responsively within hours of notification if required and can operate in tight or restricted timeframes, outside of normal working hours. Alternatively, we are able to plan onsite attendance into the appropriate examiners schedules.

Supplier examiners analyse seized exhibit data following the client's instruction using [REDACTED]

Typically searches will be run [REDACTED]

Upon completion of the searches, known system operating files such as Microsoft, IOS and Linux are filtered out. The remaining search results are either

1. Returned to the client for evaluation.

Or

2. Investigated by Supplier examiners based on the case objectives.

In both circumstances above, all content of relevance to the case is then compiled in a report.

Reports are drafted to be jargon free and easy for non-technical parties to understand.

Our reports form part of Supplier evidential package and contain

Supplier will

While disclosure remains the responsibility of the client (client's lead investigators normally assign an internal disclosure manager), Supplier will assist with the managed disclosure process as required.

In circumstances where we are required to collect exhibits from Commissioner's facility

Supplier would follow the same procedure we currently use when transporting exhibits from They include:

Once at Supplier facility, our security vetted staff will [REDACTED]

Supplier currently holds [REDACTED]

[REDACTED] This means that our forensic method statements, policies, standard operating procedures (SOPs), documentation and reports all adhere to the standards set within the working practices of these ISO certifications. [REDACTED]

In the support of our clients, it is standard practice to undertake case briefings and conferences with relevant parties within the ICO in relation to ongoing investigations. Briefings can be as simple as communicating case related points via telephone and email or as a scheduled conference call or meeting with multiple parties. Often the examiner involved in the analysis and investigation will hold the briefing with the Commissioner point of contact.

Case conferences more often involve all stakeholders within a case or investigation and are usually scheduled to ensure full attendance.

At the conclusion of the case, all data including forensic images, continuity documents, contemporaneous notes, statements and reports are:

[REDACTED]

Hard copy paper reports and cases documents are retained [REDACTED]

[REDACTED]

At the conclusion of retention periods above, Supplier destroy all digital and hard copy data [REDACTED]

[REDACTED]

Planned cases and investigations will be managed and delivered within agreed SLA's.

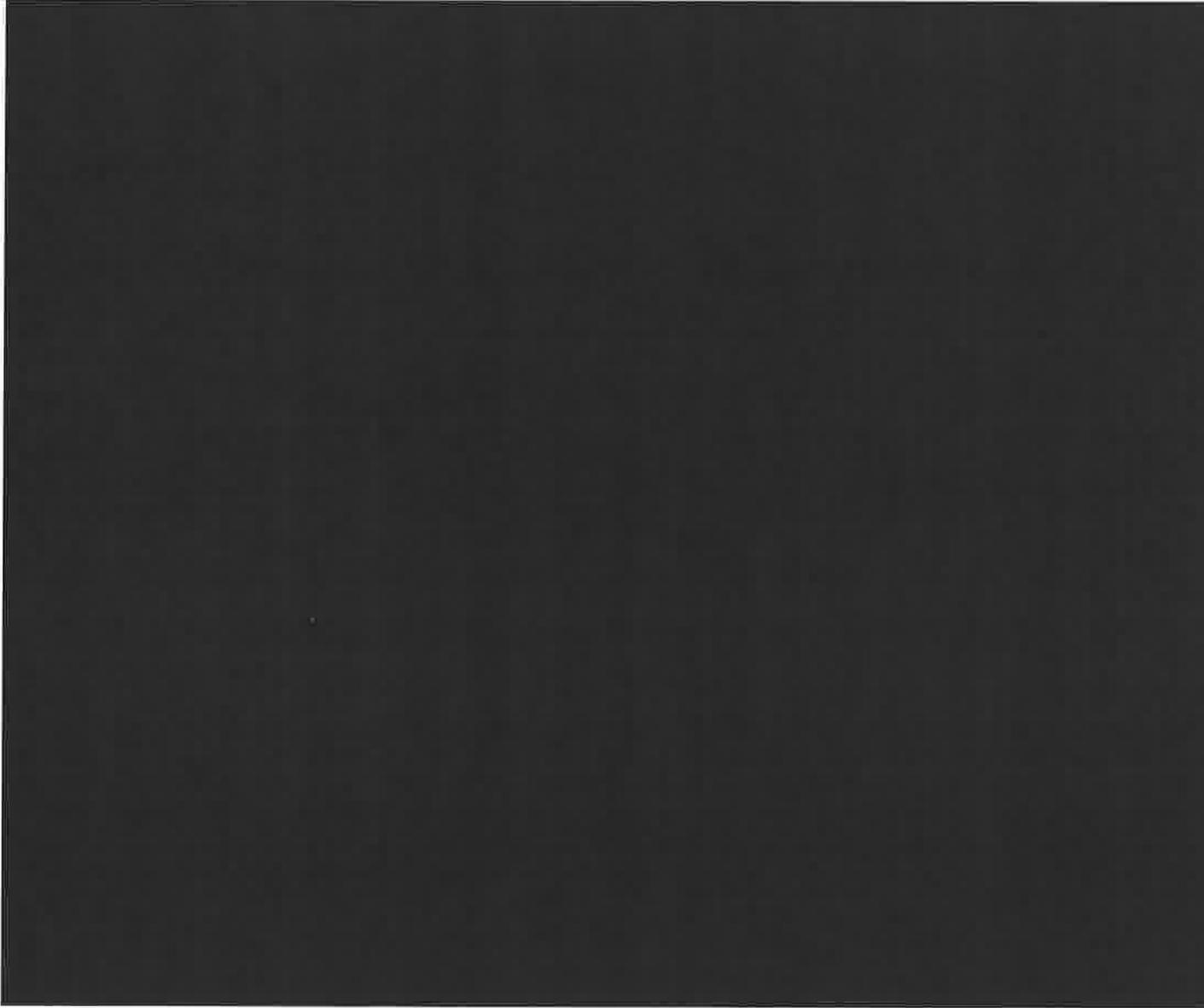
Supplier would propose turn-around-times of [REDACTED]

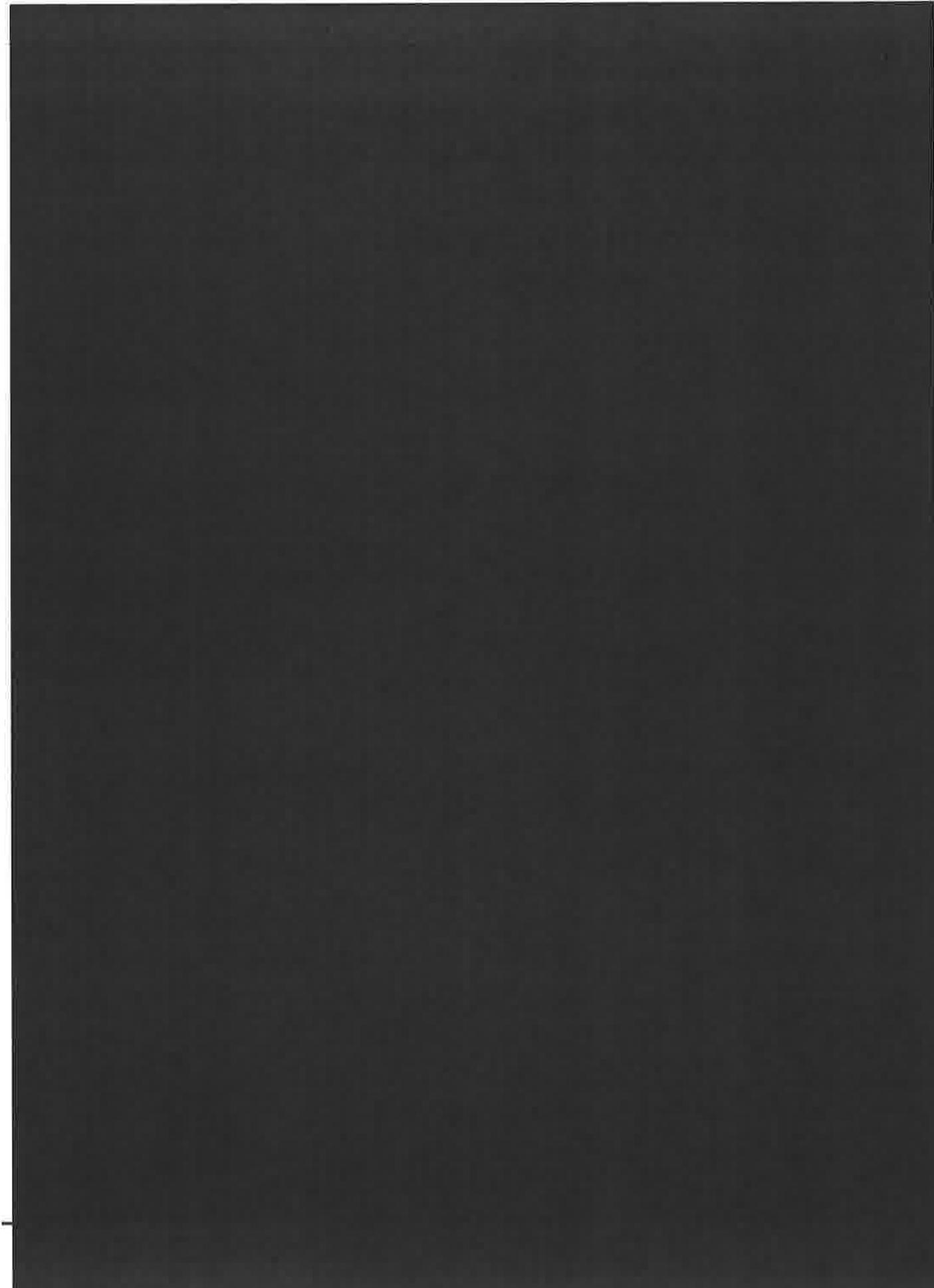
When urgent requirements have specific case turnaround times that are different to the agreed SLA's, then these would be addressed by Supplier Operations Director.

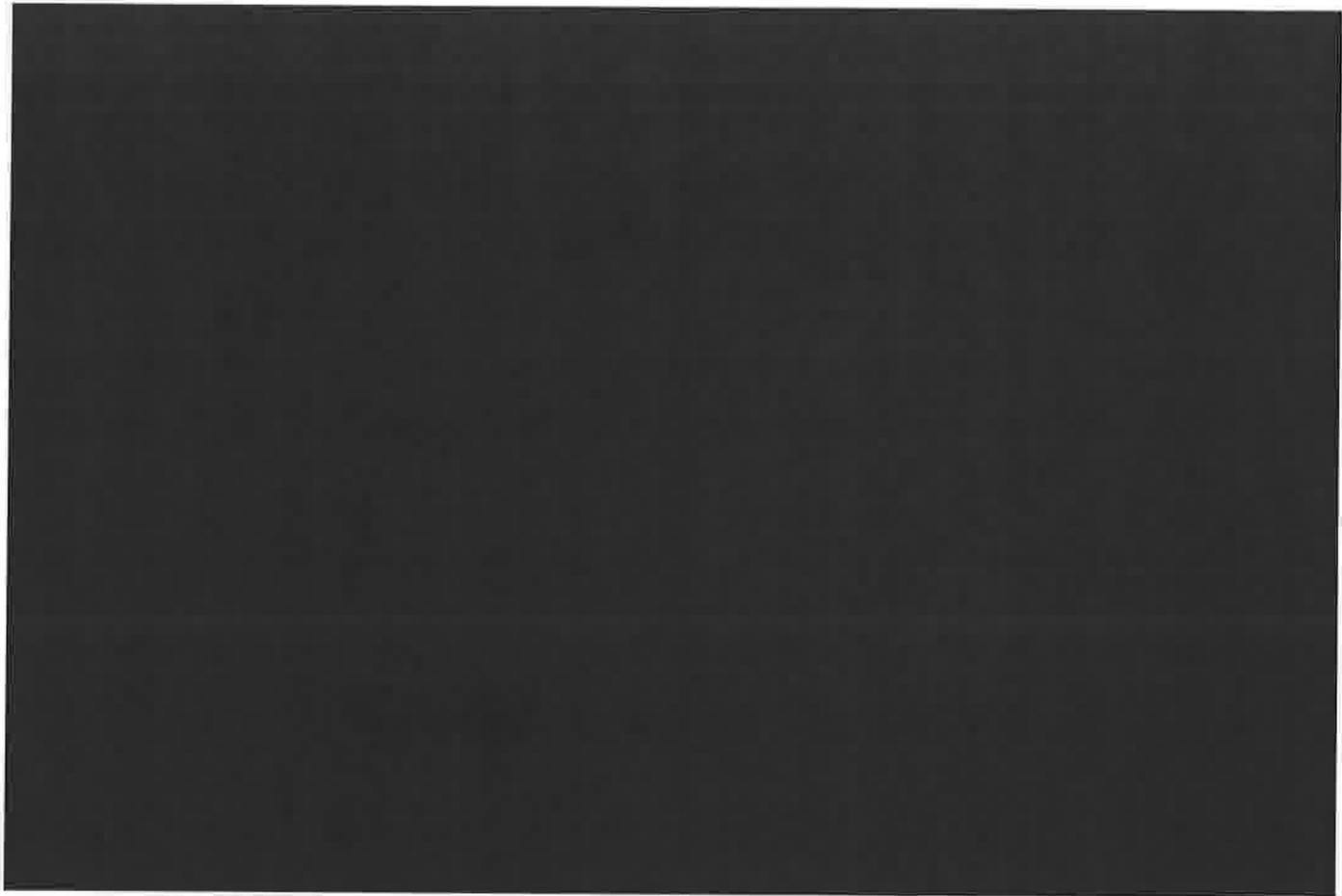
Once the scope of work has been fully understood, he can advise on the expedited timescales Supplier examiners can deliver. Supplier have the workforce capacity to deliver initial search and investigation results within hours of taking a forensic image from equipment.

Supplier workforce planning practices encompasses supporting CPS and counsel, providing responses to further enquiries, case conferences, briefing counsel, and attending court as expert witnesses.

For larger cases and extended investigations, turnaround times are discussed at the point of receiving the initial enquiry, during each phase of the investigation and finalised once the full scope of work is understood. Supplier have always achieved the turnaround times set within Service Level Agreements.





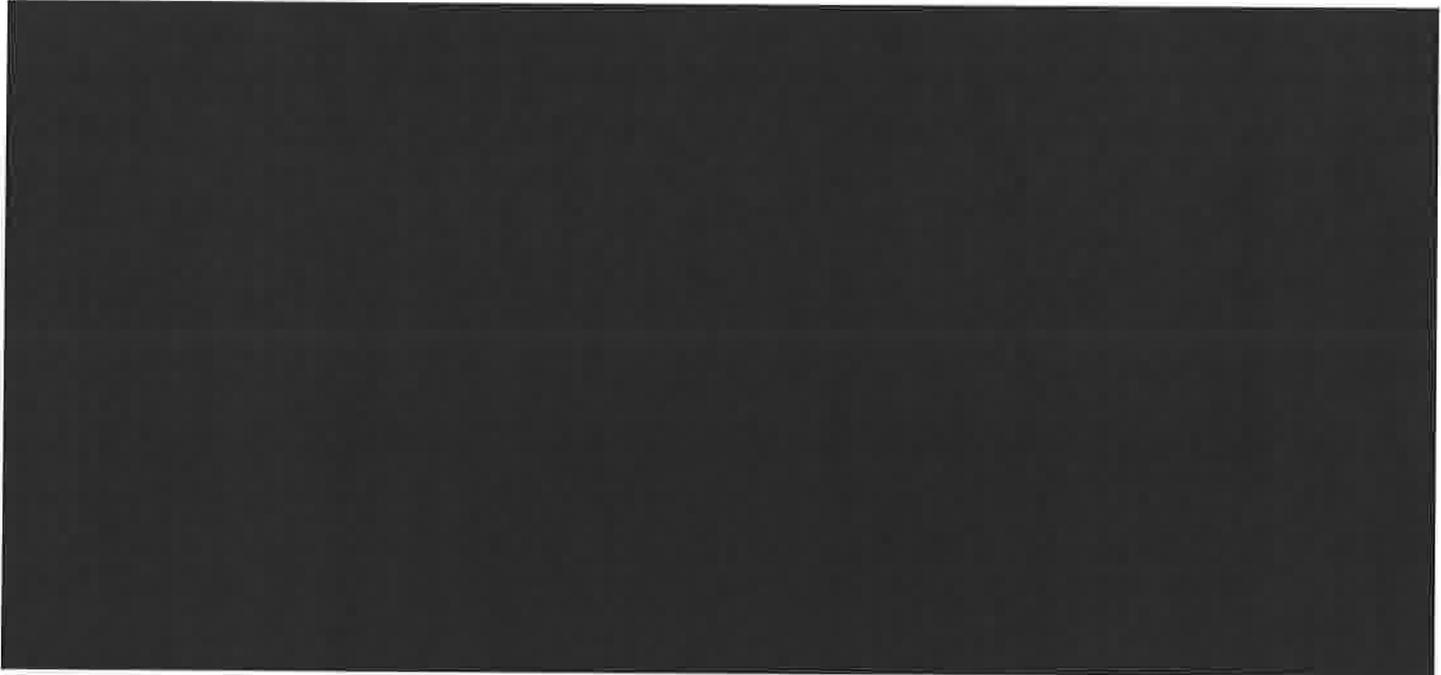




The following ACPO principles are followed throughout the imaging process:

- Principle 1: No action taken by law enforcement agencies, persons employed within those agencies or their agents should change data which may subsequently be relied upon in court.
- Principle 2: In circumstances where a person finds it necessary to access original data, that person must be competent to do so and be able to give evidence explaining the relevance and the implications of their actions.

- Principle 3: An audit trail or other record of all processes applied to digital evidence should be created and preserved. An independent third party should be able to examine those processes and achieve the same result.
- Principle 4: The person in charge of the investigation has overall responsibility for ensuring that the law and these principles are adhered to.



Experience

It is management policy to schedule staff to ensure we maintain capacity to complete the on site imaging of equipment and subsequent examinations of devices that have specific turnaround times - ensuring we can meet or exceed SLA's.

Our scheduling always ensures we have sufficient resource to undertake urgent work when required.

When we need to reprioritise workloads to create additional capacity for urgent requirements, we re-assign analysts working on less time sensitive cases to meet the urgent requirements of our contracted customers.

Due to the many contracted and repeat clients that use our services, responding to high urgency requirements with little notice, is part of our business as usual operational planning. Accordingly capacity for adequately meeting such requirements is worked into how we schedule and allocate staff to contracted and forecast requirements.

Supplier has always been able to meet all urgent and unforeseen requirements requested of us by our customers, both for short notice work and for extended periods of high demand. As a contracted customer, the Commissioner's urgent requirements would take priority over other short notice requests that we may receive from non-contracted customers.

The Supplier has considerable experience in delivering digital forensic services to government agencies, police authorities and corporate customers since 1997.

Our analysts have years of relevant experience undertaking onsite digital forensics imaging and analysis on computers, servers and mobile phone devices. The majority of our staff have worked in Police High Tech Crime Units or digital forensics organisations prior to joining Supplier.

All staff involved in forensic analysis are experts in the field of digital forensic imaging and analysis. The range of their experience includes, but is not limited to, cases involving eDiscovery, eDisclosure, Fraud, Bribery, False Accounting, and Intellectual Property Theft. Indecent Images of Children, Sexual Assault, Inciting Sexual Activity, Sexual Grooming, Rape, Stalking, Kidnapping, Threats to Kill, Witness Intimidation. This experience extends to briefing counsel on technical issues and attending court as expert witnesses.



Removal of seized equipment to the forensic service providers premises for further examination and integrity and continuity of all seized exhibits in storage and transportation.

As civilian contractors the Supplier has no legal powers of entry or seizure. Any entry or seizure power is gained under the court order / warrant issued to the organisation that we are working for, and is covered by the relevant legislation at time of issue.

Supplier team have undertaken evidence collection as part of a seizure exercises with government agencies, law enforcement and legal parties.

The legislation and guidance that are relevant to the seizure and digital forensic services that we deliver to clients on a daily basis are as follows:

Aspect	Legislation
Handling Investigations	Regulation of Investigatory Powers Act 2000 (RIPA)
Requirements for Good Practice Guide for Computer-Based Electronic Evidence	<u>Good</u> Practices for Computer forensics By ACPO
Requirements for Computer Data	Image Description Scale for IIOC

Forensics	
Information Security	Data Protection Act 1998
Illegal trading	Companies Act 1989
Legal Requirement	Computer Misuse Act 1990
Legal Requirement	Freedom of Information Act 2000
Legal Requirement	Telecommunication (Lawful Business Practice) (Interception of Communications) Regulations 2000

Adherence to all legislation and guidance, such as those noted above, is built into our working practices and procedures.

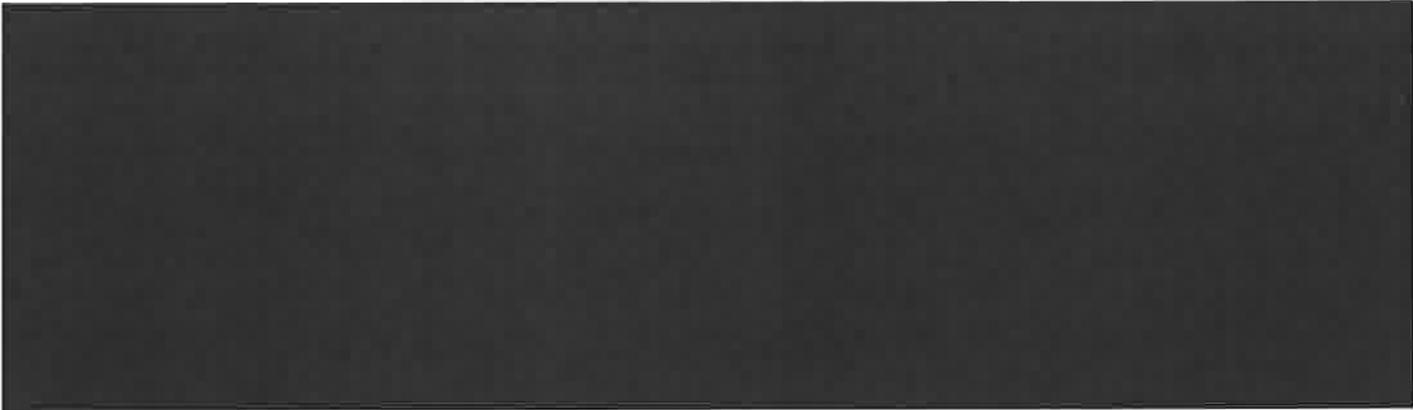
The Supplier support clients through a collaborative working relationship which typically commences when we are notified that our service are required. This starts in the planning stage pre any on-site attendance and continues throughout the investigation.

Planning

Upon notification that we are required to attend site to remove computer equipment seized during the execution of a search warrant, the Supplier will appoint a senior member of staff as the primary point of contact for the ICO. In most circumstances this is

Our Operations Director will undertake a number of activities during the planning stage prior to Supplier forensic examiners attending site to undertake the onsite removal of equipment.

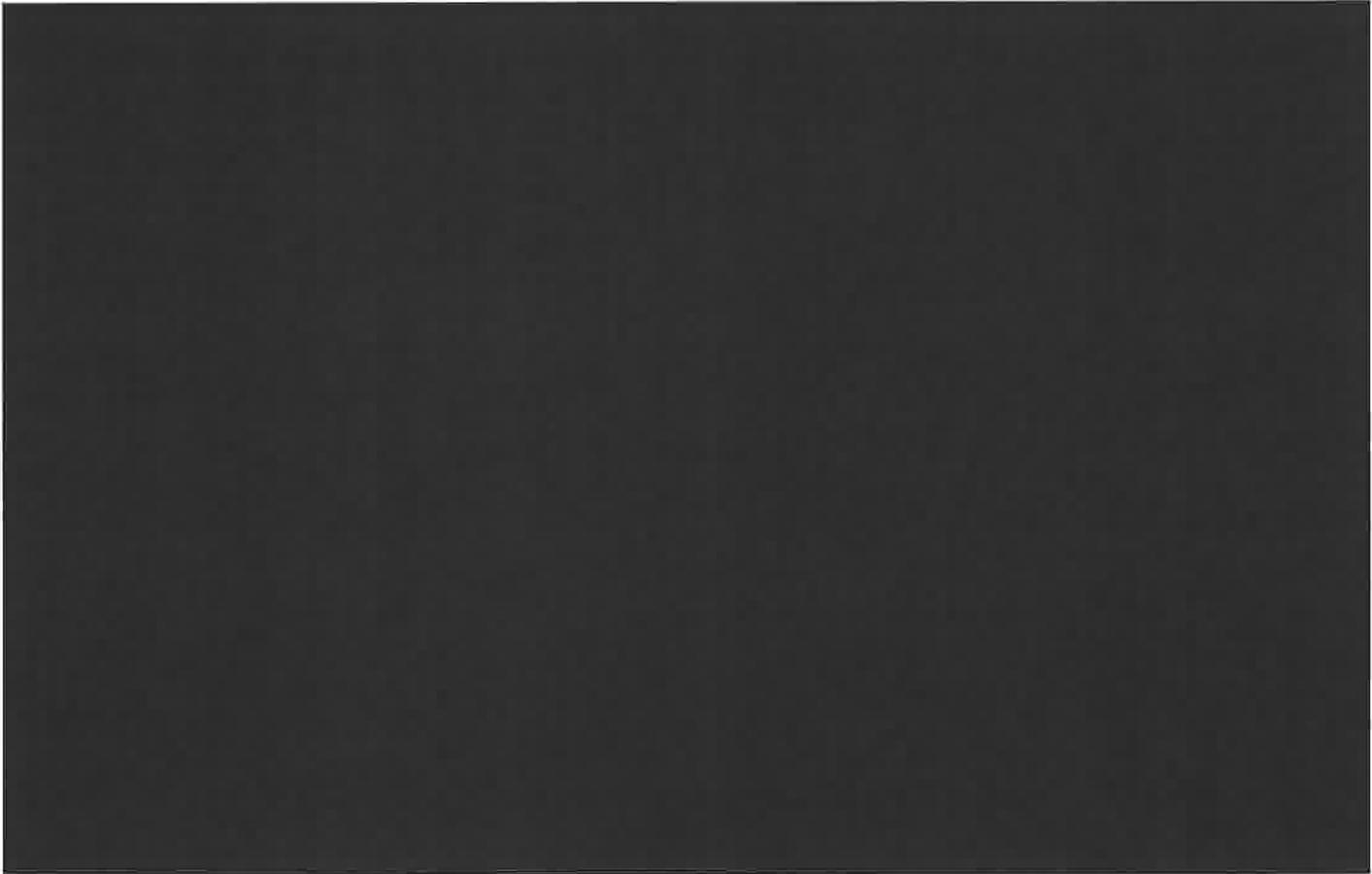
Initially Supplier will look to understand the scope of the investigation. Typically this will happen during a case conference with the Commissioner either in person or via the telephone. During the case conference, we will look to understand:

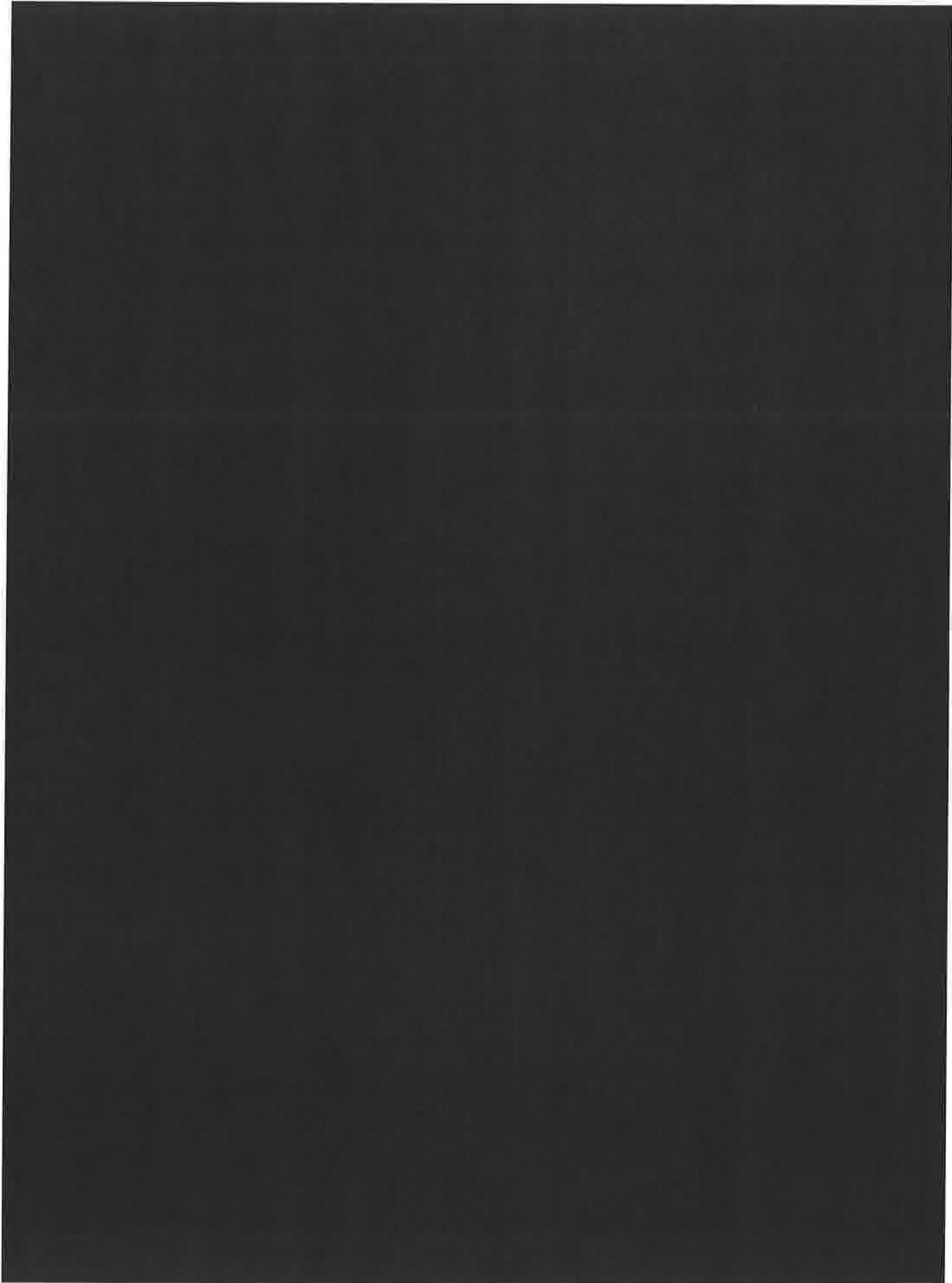


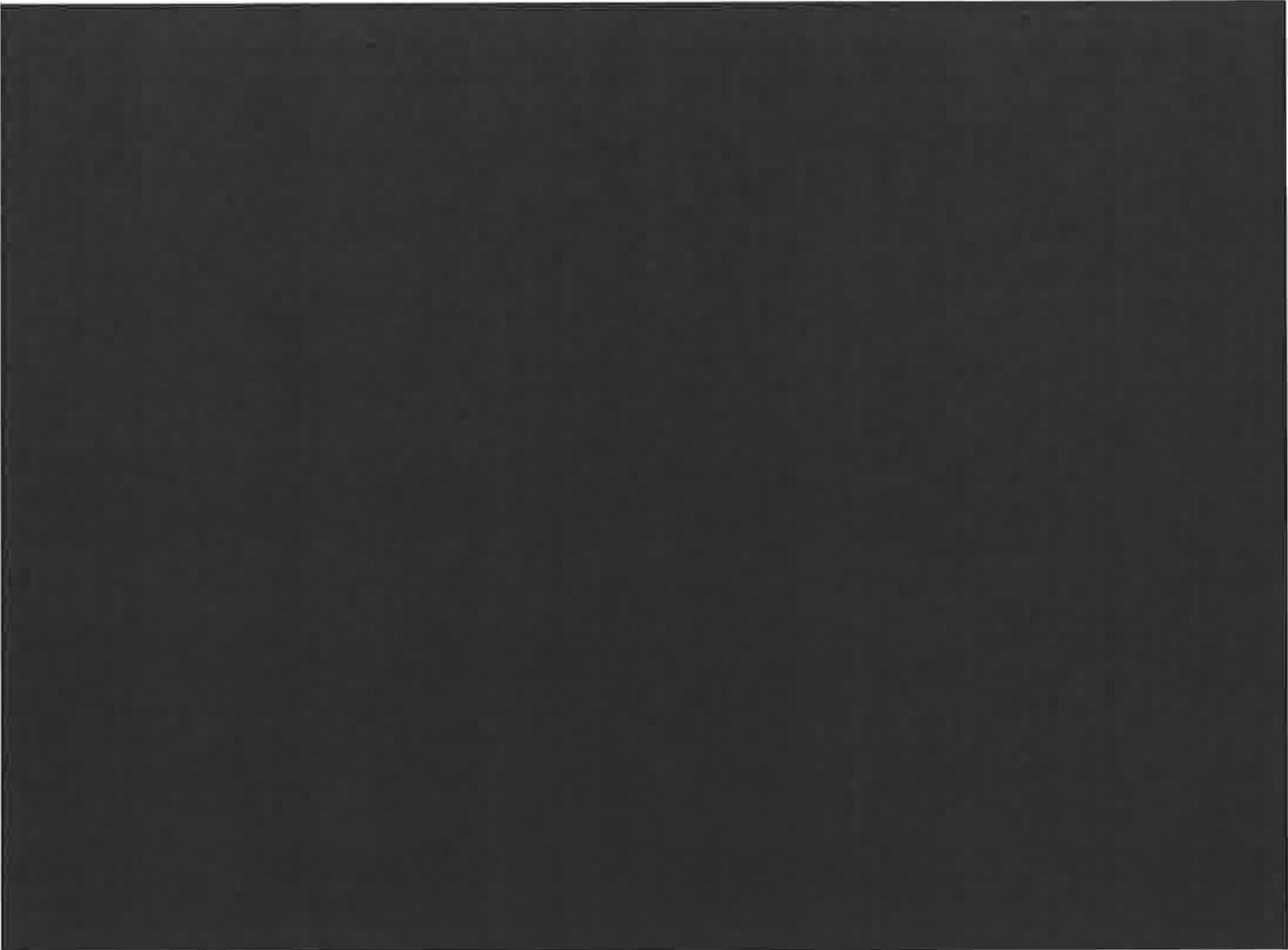
- Supplier will address Health and safety issues by undertaking a risk assessment using information gained from the Commissioner and through the Open Source investigation. Any concerns will be raised with the ICO and appropriate mitigations put in place.
- Once the scope of work is understood, the Operations Director will allocate a suitable number of Supplier forensic examiners to undertake the seizure process on site at point of the execution of the warrant.

Before attending a scene to seize digital evidence

The Operations Director will brief the Supplier team on the scope of the work and the various points discovered during the planning stage.



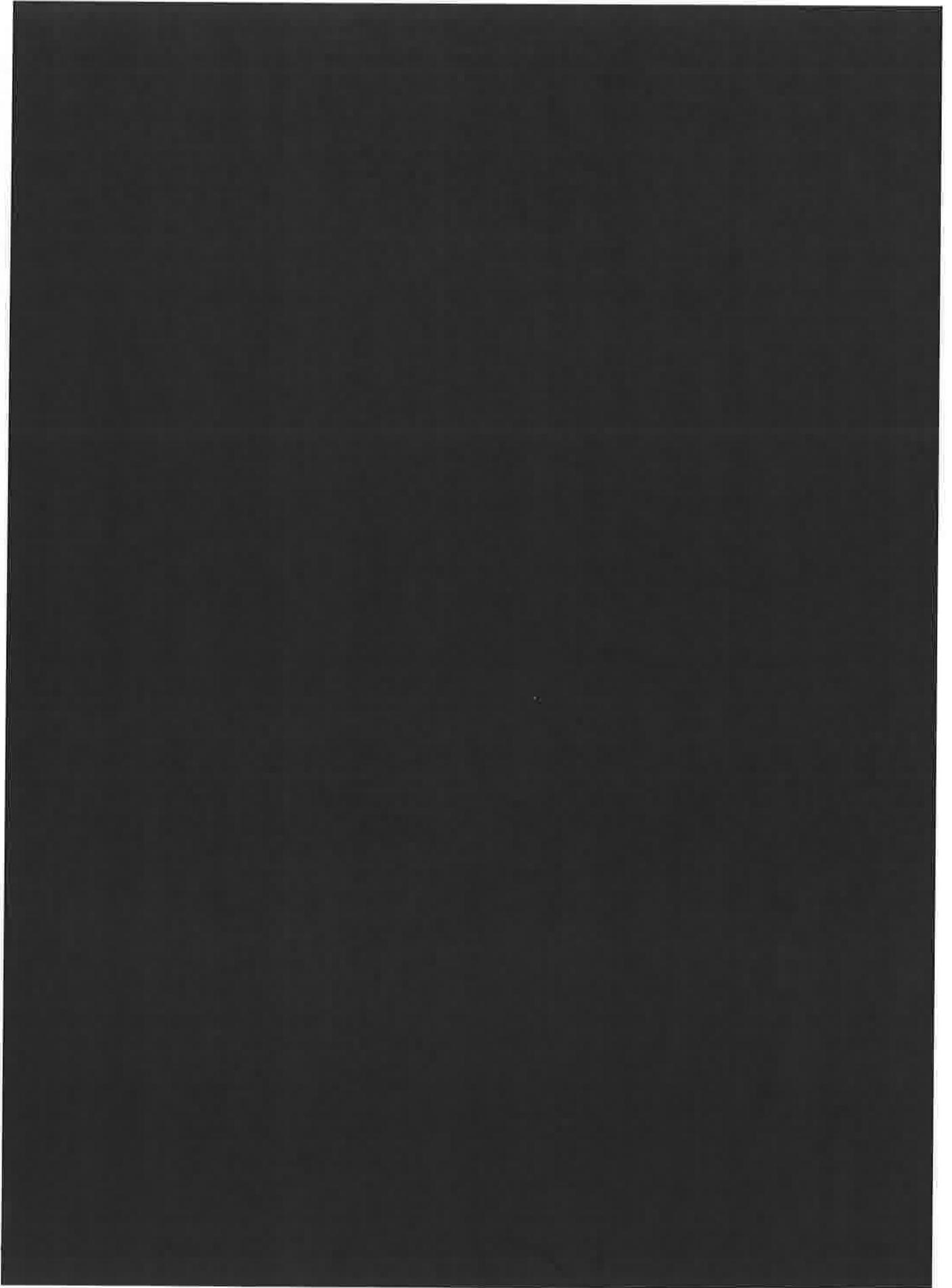




Experience

Supplier staff are highly experienced in the removal and transportation of exhibits from law enforcement clients to our secure premises for analysis and examination. The collection and transportation of police exhibits is an integral part of our forensic examination contracts with a number of forces. Accordingly the procedures we have outlined for the seizure and transportation of Commissioner's exhibits are compliant with Police requirements for the handling of exhibits adhering to ACPO guidelines.







Training

All our examiners receive Bond Solon Court Room training, In addition, the Supplier has

has [REDACTED]



Achieving timescales set by the ICO or requirements of the Criminal Justice System

The Supplier has the appropriate resources and processes to achieve or exceed Turn Around Times (TAT's) through the implementation of our resource plan, incorporating:

- Matching skills and experience of our examiners with contract requirements
- Undertaking urgent cases by reprioritising less time sensitive cases
- Close management of service delivery



The Supplier uses these working practices to fully meet any timescales proposed by our clients.

Scheduling and Capacity

It is management policy to schedule staff to ensure we maintain capacity to complete the examinations of devices that have specific turnaround times, ensuring we can

meet or exceed SLA's. Scheduling always ensures we have sufficient resource to undertake urgent work when required.

When we need to reprioritise workloads to create additional capacity for urgent requirements, we re-assign analysts working on less time sensitive cases to meet the urgent requirements of our contracted customers.

Due to the many contracted and repeat clients that use our services, responding to high urgency requirements with little notice, is part of our business as usual operational planning. Accordingly capacity for adequately meeting such requirements is worked into how we recruit, schedule and allocate staff to contracted and forecast requirements.

When an urgent requirement presents itself from one of our customers, we follow a list of tasks and activities that form the basis of a standard mobilisation plan. These steps include:

- Identifying the scope, requirements and specific objectives to achieve delivery of the project
- Understanding any governance arrangements that need to be in place for the duration of the project
- Identifying the key personnel required to deliver the project
- Identify the timescales of the project – if required a project plan based on stages is drafted.
- Gain approval to proceed from client
- Review staffing levels throughout the mobilisation process and identify and rectify any shortfalls pre-contract commencement date.
- Run the project
- Implement monitoring and control mechanisms of the work within the project and allocate resource and responsibility to key personnel.
- Maintain ongoing close management of service delivery and co-ordinate and attend any review meetings as required
- Complete the project
- Deliver the project to the client

Our flexible approach to managing peaks in demand for our services applies whether the uplift may span a number of weeks, or just a couple of days.

Turn Around Times

The Supplier has always achieved the turnaround times set in our Service Level Agreements. Typical timescales for clients such as [REDACTED] are turnaround in 20 days on computer cases and 15 days on mobile phones. This has been achieved on a consistent basis due to our workforce planning. Supplier workforce planning incorporates maintaining resource capacity and staff flexibility required to meet urgent requirements at times of peak demand.

Typically, turn-around-times of [REDACTED] would be proposed to the Commissioner.

Urgent requirements can be addresses in relation to specific case turnaround times and the Supplier has the capacity to deliver results in hours or days if needed.

Turnaround times are normally discussed at the point of receiving the initial enquiry from the client and finalised once the full scope of work is understood.

With larger investigations we typically use a phased approach, returning findings based on initial investigation search criteria to our customers within [REDACTED]

These clients will then undertake further internal evaluation of the initial findings from our investigation. With these larger phased based investigations we may then be instructed to undertake further specific examinations of associated evidence on specific content of interest to the investigators, prior to reporting.

For phased investigations Supplier's forensic examiners will liaise with the client to agree expected turnaround times, based upon the criteria and extent of digital analysis and investigation required.

At the start of a new contract, any existing cases and backlogs are planned in and allocated to analysts. When we are asked to undertake a short notice requirement, the Operations Director and Supervisors assess the volumes and turnaround times of each case and allocate the work to best utilise the capacity we have in the forensics department.

Typically, for urgent requirements a job specific turnaround time of hours or days is set. This is discussed at the point of receiving the initial enquiry from the client.

Our 100% achievement of our turnaround times applies to single cases/investigations, batches of digital forensic work, backlogs and also urgent work that is not forecast or scheduled.

The Supplier has always been able to meet all urgent and unforeseen requirements requested of us by our customers, both for short notice work and for extended periods of high demand. As a contracted customer, the Commissioner's urgent requirements would take priority over other short notice requests that we may receive from non-contracted customers.

Flexible Workforce

The Supplier's ability to mobilise staff within tight timeframes is underpinned by our flexible workforce, who are experienced in being dispatched to hostile working environments to undertake the seizure and examination of devices. The notice given for such attendances can be merely a matter of hours with onsite work typically taking place outside of usual business hours – for example when attending at a dawn raid. The flexibility our staff enables Supplier to dispatch staff on a same day or next day basis, to work on projects that may last days, weeks or even months in the UK and also worldwide.

Requirements of the Criminal Justice System

Supplier examiners are regularly contacted by witness care to organise attendance in court as expert witness. Typically, witness care will make contact months in advance enabling Disklabs to plan court attendance and ensure that our examiners have had sufficient time to prepare for giving testimony in court.

Initially, this involves identifying periods of availability. As the date of the trial approaches, CPS will confirm the days and times that examiners will be required within the duration of the trial.

Prior to attending court, our examiners can be required to meet with the CPS barrister, the officer in charge to discuss specific points within the case.

Other requirements can include a meeting of experts from the defence team to agree a set of findings.

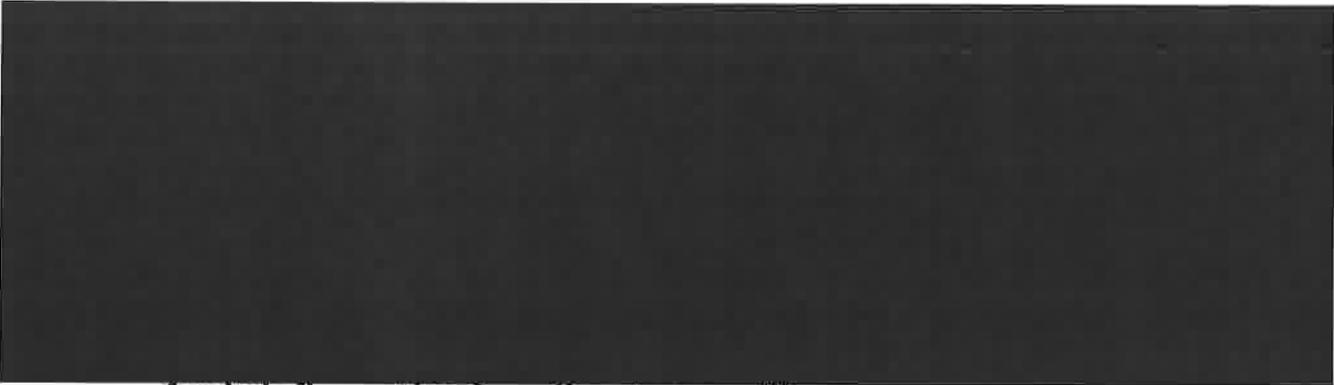
With regards to testifying in court, Supplier examiners regularly attend court in varying capacities in addition to testifying, including but not limited to, providing advice and support to Barristers on technical matters relating to digital forensics investigations.

By undertaking continual workforce scheduling, mobilising client projects using a proven methodology and maintaining and supporting a flexible workforce, the Supplier is able to meet all contracted client timescales and turnaround times 100% of the time. This is in addition to consistently meeting the requirements of the Criminal Justice System timescales.

Meeting and liaising with ICO staff and prosecuting counsel prior to trial:

The Supplier supports clients through a collaborative working relationship which includes supporting the investigation, advising on the scope of work, giving professional advice, case conferences and expert witness testimony. As outlined below the Supplier typically has layers of communication with its clients based on our collaborative approach to delivering digital forensic services.

From the outset of contract award and receipt of an information asset, the following levels and points of communication are applied in our liaisons with clients. These communication levels are relevant in the various stages leading up to advising Commissioner staff and prosecuting counsel prior to a trial.



To prepare for briefings, the Supplier team will:



Meetings with Prosecution team

The Supplier team is highly experienced in briefing counsel on technical issues and attending court and giving testimony as expert witnesses.

Supplier reports and statements are written and submitted to clients ready for presentation in court. They are drafted so that they are clear and concise with an executive summary that ensures that non-technical staff are not overwhelmed with technical data. Typically at case conferences with counsel, we will be required to:



Case Conference with counsel pre trial

Typically the Supplier's examiners will meet counsel prior to trial to discuss any points counsel may wish to cover from the reports or investigation that we have completed. Further discussion may include counsel's approach to our examiners giving testimony during trial.

Our forensic examiners also support counsel during trial and advise on points when counsel are questioning defences experts or defendants based on their testimony and technical matters.

The Supplier regularly liaises and undertakes meetings at all levels throughout the investigation, forensic examination and case duration. Through follow up enquiries, briefings and meetings we ensure that all parties fully comprehend the pertinent details that we have presented in our reports and statements. Along with our forensic team's experience, comes a collaborative approach to working with our clients that is practical and positive. This ensures that our clients benefit from working with the Supplier.

Experience, training and security clearance levels for all staff who will be working with the Commissioner during this Agreement including details of any Baseline Personnel Security Standard (or equivalent) in place:

Experience

Supplier's forensic services are delivered by our experienced and qualified analysts within the parameters of [REDACTED]. All analysts have a number of years of relevant experience undertaking digital forensics analysis on computers, mobile phones and other digital storage devices. The majority of our staff have worked in Police High Tech Crime Units or other digital forensics organisations prior to joining the Supplier. As a result of their experience undertaking digital forensic investigations, all staff involved in the forensic analysis of devices received from the Commissioner are experts in the field for both digital forensic investigations and analysis.

The range of our forensic examiners experience includes, but is not limited to, cases involving, Fraud, Bribery, False Accounting, Indecent Images of Children, Sexual Assault, Inciting Sexual Activity, Sexual Grooming, Rape, Stalking, Kidnapping, Threats to Kill, Witness Intimidation and Intellectual Property Theft.

Typically our forensic examiners will analyse communication data, web based platforms, data bases, accounting records and all types of documentation and pictures across a variety of operating platforms. Where necessary, they will also use their expertise and training to undertake open source investigations and deploy proven digital forensic techniques to locate specific files of interest. All findings are delivered in reports acceptable in court and drafted to enable the reader to quickly understand our examiners' findings.

Our examiners' experience extends to briefing counsel on technical issues and attending court as expert witnesses.

The qualifications held by our team of analysts include: [REDACTED]

Each member of staff has undergone internal and external training in their areas of operation. Our forensics staff have also undertaken manufacturer training on forensic hardware and software specific to their expertise; these are certificated courses and include [REDACTED]

Internal training includes:

[REDACTED]

Credible and Professional Service

Within our forensic team we have a wide range of experienced employees with extensive knowledge of [REDACTED] Legislation including RIPA, ACPO Guidelines including Principles 1, 2, 3 and 4. Our team have a broad range of case experience and the investigation skills to ensure they are able to recover, examine and analyse the data from every type of digital device seized.

The Supplier is also a leading authority in the recovery of data from physical or logically damaged digital devices and [REDACTED]

All our staff are highly educated credible forensic examiners. This enables us to deploy the right examiner for the case and ensure we are able to deliver a highly

professional service. Our forensic services includes consultation, case strategy and advice, project scoping and identified requirements, technical knowledge, flexible approach, compliance, production of expert forensic reports and testimony in court.

Security Vetting



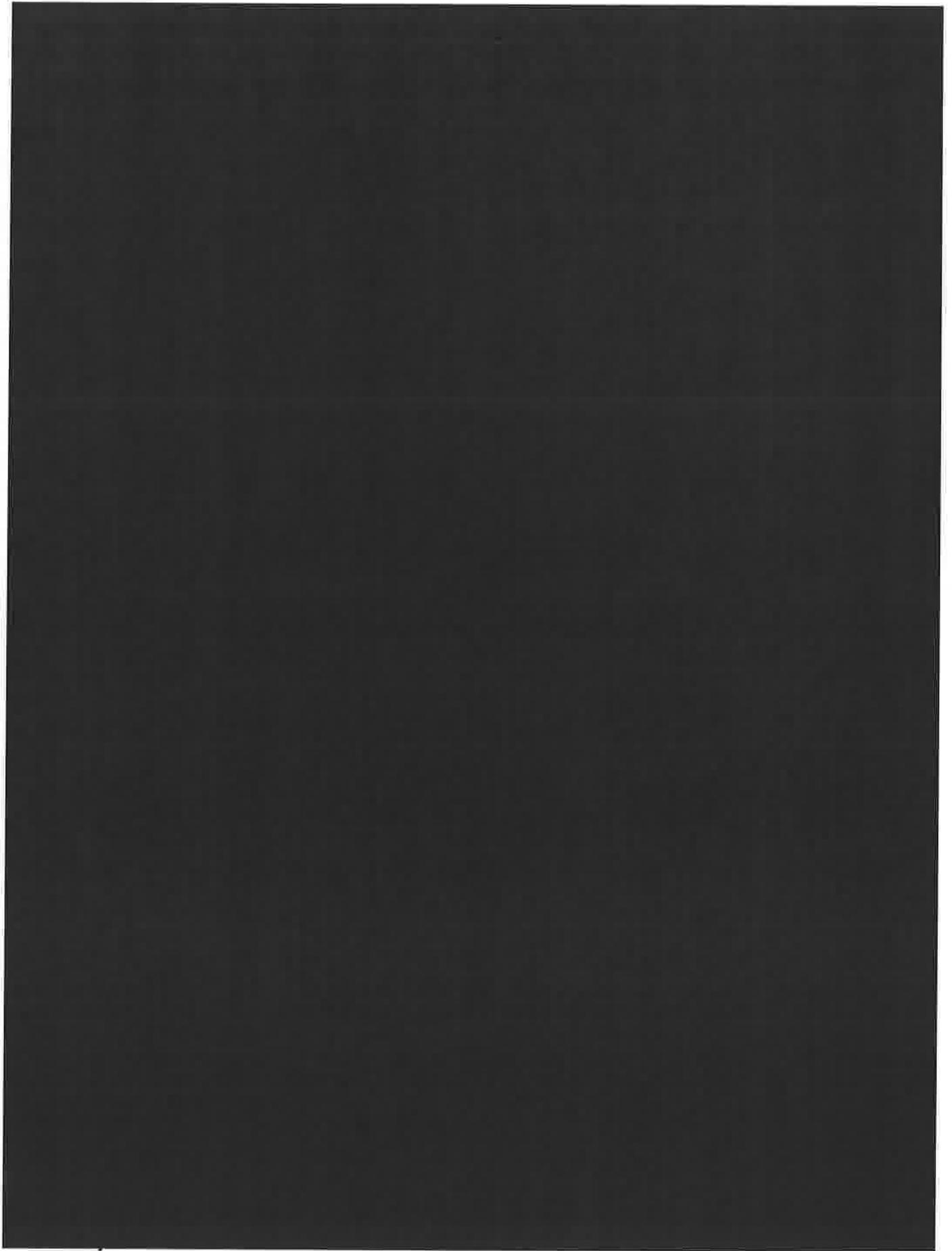
Recruitment

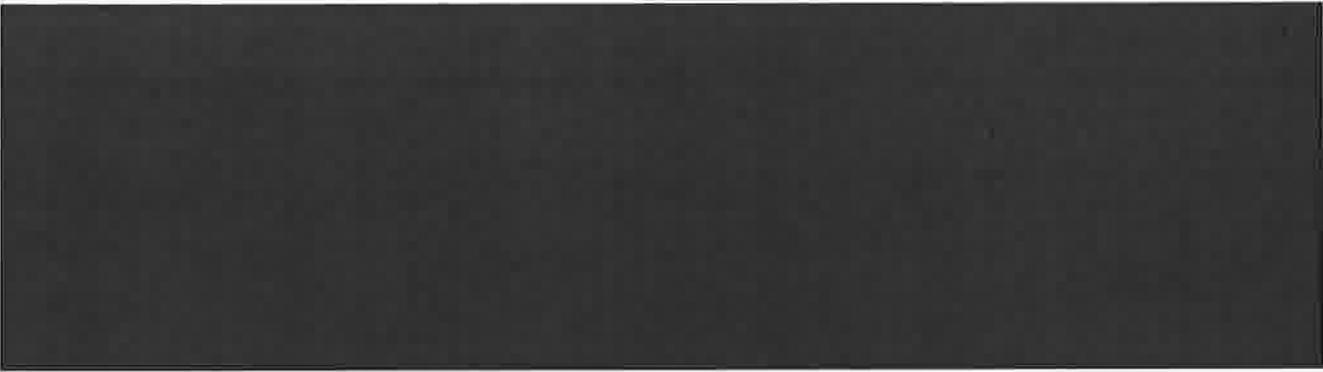


Baseline Personnel Security Standard

Checks are made on all employees at various stages both prior and during employment.







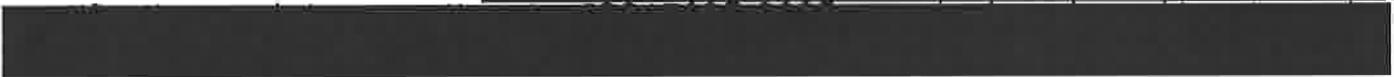
Deploying Experienced Staff

We look to add value to our contracts and Service Level Agreements with customers through a managed process to ensure we match the skills and experience of our experts with the needs of the client.

An example of this is where we are required to undertake cases on site and with little notice, in these situations we would look to deploy staff who have joined the Supplier from UK Counter Terrorism or Law Enforcement, due to their investigation skills and knowledge of undertaking on-site raids. These personnel have worked for the Supplier for a number of years and have an extensive understanding of digital forensics, the criminal justice system, UK legislation, ACPO guidelines, operating in hostile environments, confidentiality and security requirements including the Government Security Classifications Policy.

Accreditations and Certifications:

The Supplier currently holds



Security and Quality Responsibilities

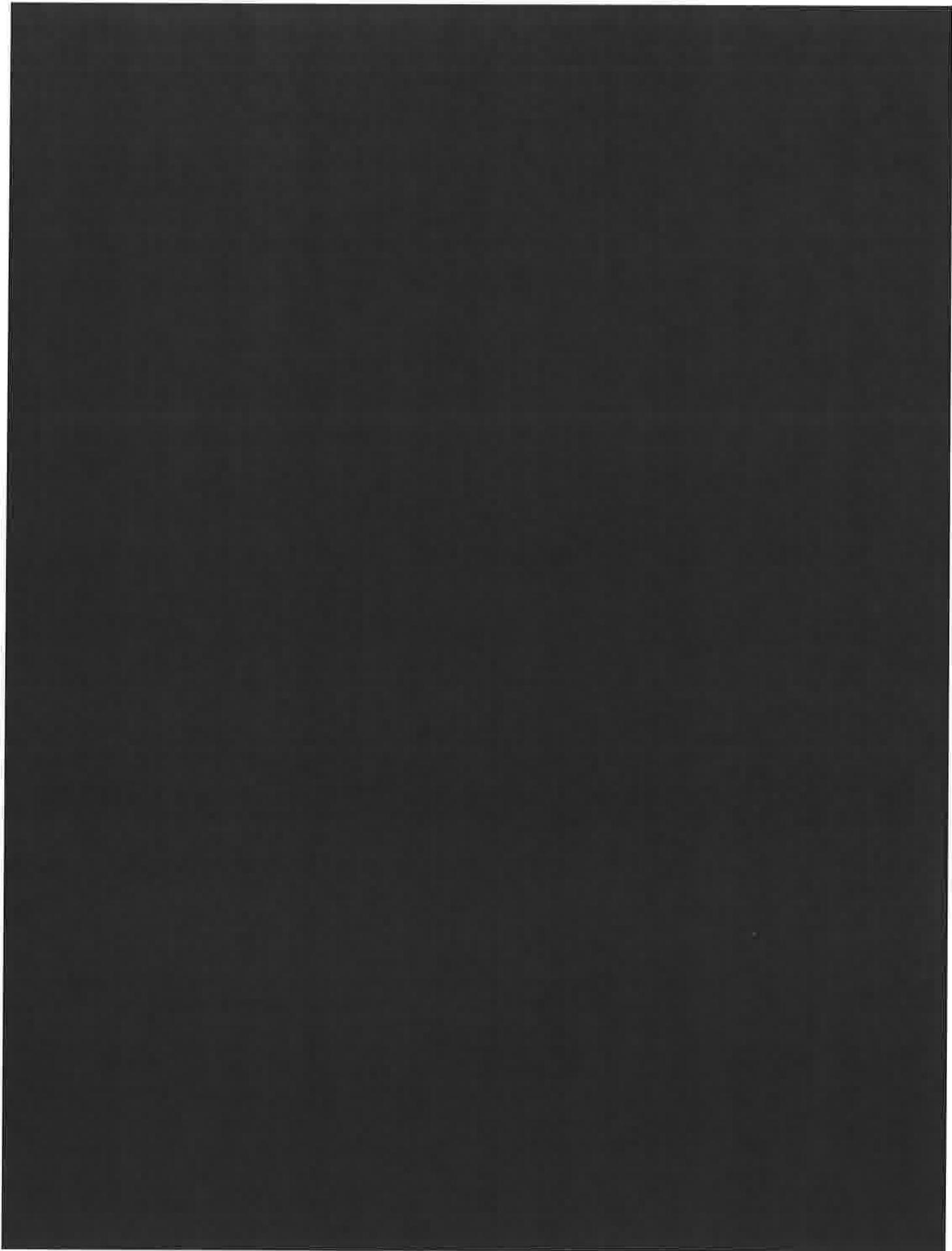
Overall responsibility for Security and Quality at the Supplier is that of



our security and quality policies within the Supplier's forensic laboratories.

Supplier employees themselves have security and quality responsibilities these include





Contract management

[REDACTED] will be the primary point of contact for the ICO. He has 9 years' experience working with the Supplier's forensic clients who include government agencies, law enforcement agencies, corporates and solicitors.

The Supplier will look to hold a contract meeting with the Commissioner twice a year or as required, at which point, [REDACTED] will discuss the following:

[REDACTED]

These contract meetings and management information (MI) are provided at no expense to the Commissioner /ICO.

Management information is supplied in excel format at the frequency required by the ICO. This MI will include [REDACTED]

[REDACTED]

SCHEDULE 3 – PRICING, ORDERING AND INVOICING

1.1 Contract Price

The Contract Prices set out in this Schedule 3 shall apply to any Order called off by the Commissioner for Services under this Agreement.

1.2 – Ordering Procedure

The Commissioner may place an Order for Services with the Supplier, based on the Contract Prices in this Schedule 3, by submitting an order form (in a format to be agreed) specifying the Services required under that Order on the basis of the charging structure and Contract Prices set out in this Agreement.

Quotations for individual Orders will be agreed between the Commissioner and the Supplier as and when needed by the Commissioner.

The Commissioner may have to cancel Orders. The Supplier will not charge the Commissioner any cancellation fees for any work cancelled within 24 hours of the start time of that work.

For any work cancelled within 24 hours of the start time, the Commissioner will only be liable to reimburse the expenses already incurred (such as any cancellation fees the Supplier has already incurred for travel or accommodation already booked) which cannot be refunded.

Nothing in this Agreement shall oblige the Commissioner to place orders for Services.

The Supplier may not cancel an Order once it has been placed.

Unless otherwise stated within this Schedule , the Commissioner shall not be liable to reimburse the Supplier for any expenses incurred in addition to the Contract Price, save for any professional fees or third party disbursements properly and necessarily incurred by the Contractor in the performance of its obligations under this Agreement.

1.3 Fixed Costs

These Contract Prices will apply to any order called off by the Commissioner under this Agreement.	
Service / Cost Element:	Cost
<ul style="list-style-type: none">• <i>Cost per hour for on-site examination</i>	
<ul style="list-style-type: none">• <i>Cost per hour for off-site examination</i>	

<ul style="list-style-type: none"> Cost for provision of evidential statement and attendance at court. 	
<ul style="list-style-type: none"> Travel costs – please detail your approach and any costs additional to the costs shown above 	Disklabs charge

Turn-around-times are

Urgent requirements can be addressed in relation to specific case turnaround times and Disklabs have the capacity to deliver results in hours or days if needed. Turnaround times are normally discussed at the point of receiving the initial enquiry from the client and finalised once the full scope of work is understood.

Additional Information Regarding the Costs Quoted:

On-Site Scene Attendance of Forensic Analyst - 17:00hrs-09:00hrs Monday to Friday (excluding Bank Holidays) & Weekends (18:00hrs Friday - 08:00 Monday)	
Mobile Phone Analysis at Disklabs Facility	
Forensic Imaging at Disklabs facility	
Response to brief questions and enquires (5-10 mins for brief explanations of questions)	
Written response to further enquiries	
Case Conferences (Telephone call)	
Expert Witness Court attendance (normally charge to CPS)	
On-Site Scene Attendance of Forensic Analyst – on Bank Holidays (all hours)	
Accommodation (if required)	

Rail, Taxis and Air travel		
Subsistence		

1.4 Invoicing

1.4.1 The Supplier shall be entitled to raise an invoice in respect of any payment which falls payable to the Supplier pursuant to any Order. The Supplier shall invoice the Commissioner in respect of the Services provided under each Order on completion of each Order to the satisfaction of the Commissioner.

1.4.2 The Supplier shall prepare and provide to the Commissioner for approval a draft pro forma invoice for each Order within 10 Working Days of completion of the Order including, as a minimum, the details set out in paragraph 1.4.4 below together with such other information as the Commissioner may reasonably require.

1.4.3 If the draft pro forma invoice is not approved by the Commissioner then the Supplier shall make such amendments as may be reasonably required by the Commissioner.

1.4.4 The Supplier shall ensure that each invoice contains the following information:

- a unique invoice number;
- the date of the invoice;
- details of the correct Order reference;
- the total Contract Price for that Order gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to the Commissioner under the terms of this Agreement, and, separately, any VAT or other sales tax payable in respect of the same;
- a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries; and
- the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).

2. Payment Terms

Subject to the provisions of paragraph 1.4 of this Schedule 3, the Commissioner shall make payment to the Supplier within 30 days of Receipt of a valid invoice.

3. Disputed Invoices

If the Commissioner reasonably disputes any of the Supplier's invoices, or any part of an invoice, it shall pay to the Supplier the undisputed part or parts of such invoice but may withhold payment in respect of the disputed part pending the Supplier's provision of any further information reasonably requested by the Commissioner.

On receipt of such further information the Commissioner may:

- 3.1 pay the invoice within 30 days of receipt of the information; or
- 3.2 escalate the dispute using the procedure set out in clause 19 (Dispute Resolution).

SCHEDULE 4 - STAFF VETTING PROCEDURES

1. Introduction

- 1.1 The Commissioner is required by statute to regulate and promote compliance with the Data Protection Legislation and the FOIA. In the performance of his statutory functions the Commissioner receives, processes and retains substantial quantities of information some of which is confidential or sensitive in nature.
- 1.2 The Commissioner requires contractors providing services to his office to observe appropriate security requirements in their dealings with, and work for, the Commissioner in order that the Commissioner may maintain best practice in information security.
- 1.3 The Supplier shall observe the requirements for staff security checks set out below in respect of the Staff given access to the Premises, Commissioner's Systems or Confidential Information.

2. Security Procedures

The Supplier shall only provide such Staff in respect of each of whom it has:

- 2.1 satisfactory proof of nationality;
- 2.2 satisfactory proof of identity;
- 2.3 completed a satisfactory integrity check; and
- 2.4 required completion of a criminal record declaration.

3. Evidence to be produced in order to prove nationality

Proof of nationality as referred to in paragraph 2.1(a) should be confirmed by providing the **original** of one of the following (*Note: photocopies are not acceptable*):

- 3.1 Passport;
- 3.2 National Identity Card; or
- 3.3 Birth Certificate.

4. Evidence to be produced in order to prove identity

- 4.1 Where any one of the following has been provided as evidence of nationality no further proof of identity (as set out in paragraph 2.1(b) is required:
 - 4.1.1 a full, ten year British Passport;
 - 4.1.2 an EEA Passport;

4.1.3 an EEA National Identity Card; or

4.1.4 a full non-EEA Passport.

4.2 In all other cases proof of identity should be confirmed as below. **Original** documents are required:

British nationals: 2 of the following:

4.2.1 Birth certificate (must have been issued within 6 weeks of birth);

4.2.2 Cheque book & bank card (together with 3 statements & proof of signature);

4.2.3 Credit card (together with 3 statements and proof of signature);

4.2.4 Credit card (with photograph of the individual);

4.2.5 Proof of residence (e.g. council tax, or utility bill)

Other nationals: Home Office document confirming the individual's immigration status.

4.3 The following are NOT acceptable as proofs of identity or nationality:

4.3.1 Duplicate or photocopied identity documents;

4.3.2 An international driving licence;

4.3.3 Birth certificate issued more than 6 weeks from birth (These can be purchased for any individual without proof of identity); and

4.3.4 An old British visitor's passport.

4.4 **If appropriate identity documents are not available** (e.g., because the individual is a young person, and this poses a genuine difficulty)

The individual should supply a passport sized photograph endorsed on the back by someone of standing in the community, such as a doctor, teacher, JP, lawyer.

The signatory should have known the individual for 3 years minimum.

A signed statement from the signatory should accompany the photograph giving their full name, address and phone number and the length of time they have known the recruit.

Signatures on the statement and photograph should be matched.

In all cases of doubt the signatory should be contacted to confirm the statement.

4.5 References can sometimes be used to provide the basis of proof of identity, particularly when given by a reputable organization or person known to the Commissioner. The Contractor should discuss the use of references to provide proof of identity with the Commissioner prior to starting work.

5. Integrity check

5.1 The Supplier is required to check the references of any Staff it proposes to provide to the Commissioner to ensure that such references are satisfactory. The following provisions set out the minimum requirements for satisfactory checks to be carried out by the Supplier.

5.2 Reasonable steps should be taken to ensure references are genuine, particularly where they are less than convincing, e.g. on poor quality paper, with spelling or grammatical errors.

5.3 At least 2 references should be obtained from a combination of employers, academic and personal referees. One should preferably be either from a recent employer or academic referee and cover a period of one year.

5.4 Depending on individual circumstances, the following may also be required:

5.4.1 if the individual has been abroad for more than 6 months in the previous 3 years, a reference from the overseas employer should be obtained whenever possible;

5.4.2 where the individual has been in the armed forces or civil service references should be obtained from the line manager and not the service or department; and

5.4.3 if the individual has been in full time education in the last 3 years a reference should be obtained from the institution.

5.5 Personal referees should be of some standing, e.g. a doctor, JP, priest, lawyer, bank manager or civil servant. Personal referees should not be related to the recruit or in any financial relationship with them.

6. Criminal record declaration

6.1 The Supplier will require all Staff carrying out work for the Commissioner to sign a Criminal Record Declaration in the form attached to this Appendix.

6.2 For Basic Check purposes the Rehabilitation of the Offenders Act 1974 applies and the individual is not required to declare spent convictions.

6.3 Where a criminal declaration form has been completed on recruitment to the Supplier, the individual is not required to complete another form.

RESTRICTED (when completed)

The Information Commissioner

CRIMINAL RECORD DECLARATION

The Information Commissioner is under a duty to protect the information and material he holds. This obligation extends to his employees and agents. Since you are or may become such a person please complete the following sections.

Surname: *Full Forenames:*

Full permanent address:

..... *Date of Birth:*

1. Have you ever been convicted or found guilty by a Court of any offence in any country (excluding parking but including all motoring offences even where a spot fine has been administered by the police) or have you ever been put on probation or absolutely/conditionally discharged or bound over after being charged with any offence or is there any action pending against you? You need not declare convictions which are "spent" under the Rehabilitation of Offenders Act (1974).

Yes/No* (If yes please give details here)

2. Have you ever been convicted by a Court Martial or sentenced to detention or dismissal whilst serving in the Armed Forces of the UK or any Commonwealth or foreign country? You need not declare convictions which are "spent" under the Rehabilitation of Offenders Act (1974).

Yes/No* (If yes please give details here)

3. Do you know of any other matters in your background which might call into question your reliability or suitability to have access to this information and material?

Yes/No* (If yes please give details here)

- I declare that the information I have given above is true and complete to the best of my knowledge and belief.
- I understand that any false information or omission in the information I have given above may disqualify me for employment in connection with Government contracts.

Your Signature: Date:

- The information you have given above will be treated in CONFIDENCE
-

SCHEDULE 5 - STAFF TRANSFER OBLIGATIONS

1. DEFINITIONS

In this Schedule, the following definitions shall apply:

"Acquired Rights Directive" the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;

"Employment Regulations" the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations implementing the Acquired Rights Directive;

"Relevant Transfer" a transfer of employment to which the Employment Regulations applies;

"Relevant Transfer Date" in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;

"Replacement Services" any Services which are the same as or substantially similar to any of the Services and which the Commissioner receives in substitution for any of the Services following the expiry, termination or partial termination of this Agreement whether provided by the Commissioner internally and/or by any third party;

"Replacement Supplier" any third party provider of Replacement Services appointed by the Commissioner from time to time (or where the Commissioner is providing Replacement Services for his own account, the Commissioner);

"Service Transfer" any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier to a Replacement Supplier;

"Service Transfer Date" the date of a Service Transfer;

"Staffing Information" in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Commissioner may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement and gender;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit

- schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
 - (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
 - (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
 - (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Supplier's Final Supplier Personnel List" a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date;

"Supplier's Provisional Supplier Personnel List" a list prepared and updated by the Supplier of all Supplier Personnel who are engaged in or wholly or mainly assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

"Transferring Supplier Employees" those employees of the Supplier to whom the Employment Regulations will apply on the Service Transfer Date.

1 PRE SERVICE TRANSFER PROVISIONS

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

- (a) receipt of a notification from the Commissioner of a Service Transfer or intended Service Transfer;
- (b) receipt of the giving of notice of early termination or any Partial Termination of this Agreement;
- (c) the date which is 12 months before the end of the Term; and
- (d) receipt of a written request of the Commissioner at any time (provided that the Commissioner shall only be entitled to make one such request in any 6 month period),

it shall provide in a suitably anonymised format so as to comply with the DPA, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Commissioner.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Commissioner or at the direction of the Commissioner to any Replacement Supplier:

- (a) the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
- (b) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Commissioner shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier.

1.4 The Supplier warrants, for the benefit of the Commissioner or any Replacement Supplier that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1(a), 1.1(b) and 1.1(c), the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Commissioner (not to be unreasonably withheld or delayed):

- (a) replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
- (b) make, promise, propose or permit any material changes to the terms and conditions of employment of the Supplier Personnel (including any payments connected with the termination of employment);
- (c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- (d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- (e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- (f) terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process, and shall promptly notify the Commissioner or, at the direction of the Commissioner, any Replacement Supplier of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

1.6 During the Term, the Supplier shall provide to the Commissioner any information the Commissioner may reasonably require relating to the manner in which the Services are organised, which shall include:

- (a) the numbers of employees engaged in providing the Services;
- (b) the percentage of time spent by each employee engaged in providing the Services; and

(c) a description of the nature of the work undertaken by each employee by location.

1.7 The Supplier shall provide all reasonable cooperation and assistance to the Commissioner and any Replacement Supplier to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Commissioner or, at the direction of the Commissioner, any Replacement Supplier, in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- (a) the most recent month's copy pay slip data;
- (b) details of cumulative pay for tax and pension purposes;
- (c) details of cumulative tax paid;
- (d) tax code;
- (e) details of any voluntary deductions from pay; and
- (f) bank/building society account details for payroll purposes.

2 EMPLOYMENT REGULATIONS EXIT PROVISIONS

2.1 The Commissioner and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Agreement or otherwise) resulting in the Services being undertaken by a Replacement Supplier. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Commissioner and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and each such Transferring Supplier Employee.

2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service

Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier; and (ii) the Replacement Supplier.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Commissioner and/or the Replacement Supplier against any Employee Liabilities in respect of any Transferring Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

- (a) any act or omission of the Supplier whether occurring before, on or after the Service Transfer Date;
- (b) the breach or non-observance by the Supplier occurring on or before the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- (d) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory Commissioner relates to financial obligations arising on and before the Service Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Commissioner and/or Replacement Supplier and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory Commissioner relates to financial obligations arising on or before the Service Transfer Date;
- (e) a failure of the Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- (f) any claim made by or in respect of any person employed or formerly employed by the Supplier or other than a Transferring Supplier Employee for whom it is alleged the Commissioner and/or the Replacement Supplier may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and
- (g) any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier in

relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Commissioner and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

(a) arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier to occur in the period on or after the Service Transfer Date); or

(b) arising from the Replacement Supplier's failure, to comply with its obligations under the Employment Regulations.

2.5 If any person who is not a Transferring Supplier Employee claims, or it is determined in relation to any person who is not a Transferring Supplier Employee, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier pursuant to the Employment Regulations or the Acquired Rights Directive, then:

(a) the Commissioner shall procure that the Replacement Supplier shall within 5 Working Days of becoming aware of that fact, give notice in writing to the Supplier; and

(b) the Supplier may offer employment to such person within 15 Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier the Commissioner shall procure that the Replacement Supplier shall immediately release or procure the release of the person from his/her employment or alleged employment.

2.7 If after the 15 Working Day period specified in Paragraph 2.5(b) has elapsed:

(a) no such offer of employment has been made;

(b) such offer has been made but not accepted; or

(c) the situation has not otherwise been resolved,

the Commissioner shall advise the Replacement Supplier as appropriate that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.8 Subject to the Replacement Supplier acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8:

(a) shall not apply to:

(i) any claim for:

(A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Replacement Supplier; or

(ii) any claim that the termination of employment was unfair because the Replacement Supplier neglected to follow a fair dismissal procedure; and

(b) shall apply only where the notification referred to in Paragraph 2.5(a) is made by the Replacement Supplier to the Supplier within 6 months of the Service Transfer Date .

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier nor dismissed by the Replacement Supplier within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee and the Replacement Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

2.11 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Supplier Employees before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

(a) the Supplier; and

(b) the Replacement Supplier.

2.12 The Supplier shall promptly provide to the Commissioner and any Replacement Supplier in writing such information as is necessary to enable the Commissioner and the Replacement Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Commissioner shall procure that the Replacement Supplier shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier to carry out their respective duties under regulation 13 of the Employment Regulations.

