



Dated

12/10/2023 | 11:30 BST

(1) **POST OFFICE LIMITED**

- and -

(2) **Grant Thornton UK LLP**

---

**P2 AGREEMENT DETAILS  
and  
TERMS AND CONDITIONS**

---

---

**P2 Table of contents**

	Page number
1. DEFINITIONS AND INTERPRETATION	4
2. TERM	4
3. APPOINTMENT AND DUE DILIGENCE	4
4. STANDARDS OF SUPPLY	4
5. COMPLIANCE	5
6. CHARGES	6
7. PROVISION OF GOODS AND/OR SERVICES	6
8. [NOT USED]	6
9. [NOT USED]	7
10. SUPPLIER PERSONNEL	7
11. INTELLECTUAL PROPERTY RIGHTS	8
12. DATA PROTECTION	9
13. INFORMATION LAW AND REGULATORY REQUESTS	12
14. CONFIDENTIALITY	13
15. LIABILITY AND INSURANCE	13
16. INDEMNITY	14
17. RECORD KEEPING	14
18. MANAGEMENT INFORMATION	15
19. AUDIT	15
20. TERMINATION	16
21. FORCE MAJEURE	17
22. BUSINESS CONTINUITY AND DISASTER RECOVERY	17
23. GOVERNANCE	17
24. NOTICES	17
25. ASSIGNMENT AND NOVATION	17
26. SUB-CONTRACTING	17
27. TUPE	18
28. DISPUTE RESOLUTION	18
29. GENERAL	18
SCHEDULE 1 – DEFINITIONS AND INTERPRETATION	20
SCHEDULE 2 - GOODS	27
SCHEDULE 3 - SERVICES	27
SCHEDULE 4 – IMPLEMENTATION PLAN	28
SCHEDULE 5 – SERVICE LEVELS	29
SCHEDULE 6 - CHARGES	30
SCHEDULE 7 - TRADE MARK LICENCE	31
SCHEDULE 8 – THIRD PARTY MATERIALS	35
SCHEDULE 9 – INFORMATION SECURITY	36
SCHEDULE 10 – DATA PROTECTION	40

SCHEDULE 11 – E-CATALOGUE

Page intentionally blank

**P2 AGREEMENT DETAILS**

**INTRODUCTION**

- Post Office Limited wishes to appoint the Supplier to provide Goods and/or Services on a non-exclusive basis on the terms set out in this Agreement. The Supplier wishes to accept such appointment.
- This is an Agreement which documents the appointment of the Supplier. It consists of these Agreement Details, the Terms and Conditions and Schedules. When the Agreement Details are completed and signed by Post Office Limited and the Supplier, this Agreement comes into existence.

**SIGNATURE**

**These Agreement Details incorporate the attached Terms and Conditions and Schedules.**

**I confirm that I have read and agree to the above statement regarding incorporation of terms.**

Signed for and on behalf of Post Office Limited by:

Signed **GRO**

Name Marie Molloy

Position Senior Assistant Company Secretary

Date 12/10/2023 | 11:30 BST

Signed for and on behalf of the Supplier by:

Signed **GRO**

Name Sarah Bell

Position Partner

Date 12/10/2023 | 10:18 BST

**CONTRACT DETAILS**

<b>Agreement Name/Reference</b>	Corporate Governance Review
<b>Post Office</b>	POST OFFICE LIMITED (company number 02154540) with registered office at Finsbury Dials, 20 Finsbury Street, London, EC2Y 9AQ ( <b>Post Office</b> )
<b>Supplier/Supplier Reference</b>	Grant Thornton UK LLP (company number OC307742) with registered office at 30 Finsbury Square London England EC2A 1AG ( <b>Supplier</b> )
<b>Contract Notice (from Find a Tender portal)</b>	Not applicable
<b>Commencement Date</b>	6 October 2023
<b>Initial Term</b>	5 months from Commencement Date
<b>Renewal Term</b>	Up to 4 weeks

**LIABILITY**

<b>Post Office Liability Cap</b>	<b>IRRELEVANT</b> of the value of the fees in aggregate
<b>Supplier Liability Cap</b>	<b>IRRELEVANT</b> of the value of the fees in aggregate, but shall in no event exceed <b>IRRELEVANT</b>

**CHARGES**

See Schedule 6. The Supplier shall have the right to reasonably increase the Charges (if agreed between the parties) where the scope of the Services has changed in a way that would require such increase.

CONTRACT REPRESENTATIVES			
	<b>Post Office</b>	<b>Name</b>	Rachel Scarrabelotti
		<b>Position</b>	Group Company Secretary
		<b>Email</b>	GRO
	<b>Supplier</b>	<b>Name</b>	Sarah Bell
		<b>Position</b>	Partner on behalf of Grant Thornton UK LLP
		<b>Email</b>	GRO
<b>Stage 1 Representative</b>	<b>Post Office</b>	<b>Name</b>	Mark Underwood
		<b>Position</b>	Legal, Compliance and Operations Director
	<b>Supplier</b>	<b>Name</b>	Alex Ellerton
		<b>Position</b>	Partner
<b>Stage 2 Representative</b>	<b>Post Office</b>	<b>Name</b>	Rachel Scarrabelotti
		<b>Position</b>	Group Company Secretary
	<b>Supplier</b>	<b>Name</b>	Jonathan Houston
		<b>Position</b>	Associate director

NOTICES		
<b>Post Office</b>	<b>Name</b>	Rachel Scarrabelotti
	<b>Position</b>	Group Company Secretary
	<b>Email</b>	GRO
	<b>Name</b>	Sarah Bell
	<b>Position</b>	Partner
	<b>Email</b>	GRO

SCHEDULES			
<b>Schedule 1</b>	<b>Definitions and Interpretation</b>	Applicable <input checked="" type="checkbox"/>	
<b>Schedule 2</b>	<b>Goods</b>	Applicable <input type="checkbox"/>	Not applicable <input checked="" type="checkbox"/>
<b>Schedule 3</b>	<b>Services (excluding Goods)</b>	Applicable <input checked="" type="checkbox"/>	Not applicable <input type="checkbox"/>
<b>Schedule 4</b>	<b>Implementation Plan</b>	Applicable <input type="checkbox"/>	Not applicable <input checked="" type="checkbox"/>
<b>Schedule 5</b>	<b>Service Levels</b>	Applicable <input type="checkbox"/>	Not applicable <input checked="" type="checkbox"/>
<b>Schedule 6</b>	<b>Charges</b>	Applicable <input checked="" type="checkbox"/>	
<b>Schedule 7</b>	<b>Trade Mark Licence</b>	Applicable <input checked="" type="checkbox"/>	Not applicable <input type="checkbox"/>
<b>Schedule 8</b>	<b>Third Party Materials</b>	Applicable <input type="checkbox"/>	Not applicable <input checked="" type="checkbox"/>
<b>Schedule 9</b>	<b>Information Security</b>	Applicable <input checked="" type="checkbox"/>	Not applicable <input type="checkbox"/>
<b>Schedule 10</b>	<b>Data Protection</b>	Applicable <input checked="" type="checkbox"/>	
<b>Schedule 11</b>	<b>E-Catalogue</b>	Applicable <input type="checkbox"/>	Not applicable <input checked="" type="checkbox"/>

**Additional clauses**

The Post Office shall supply the Supplier with accurate, complete and up-to-date information to enable the Supplier to provide the Services.

The Supplier accepts no duty of care nor assumes any responsibility to any person other than the Post Office. Any third party who chooses to rely upon the Supplier's work shall do so entirely at their own risk.

## P2 TERMS AND CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires, the definitions and principles for interpretation set out in Schedule 1 (Definitions and Interpretation) shall apply.
- 1.2 In the event of any inconsistency, the order of priority is as follows (in decreasing order of priority):
- (i) the Agreement Details;
  - (ii) these Terms and Conditions;
  - (iii) the Schedules; and
  - (iv) the Annexes to a Schedule.

### 2. TERM

- 2.1 This Agreement shall commence on the Commencement Date and shall continue for the Initial Term unless terminated in accordance with its terms.
- 2.2 On not less than 30 days' written notice and where specified in the Agreement Details, Post Office may renew this Agreement beyond:
- (i) the Initial Term for a Renewal Term; or
  - (ii) any Renewal Term for a further Renewal Term.

### 3. APPOINTMENT AND DUE DILIGENCE

- 3.1 Post Office appoints the Supplier on a non-exclusive basis to provide the Goods and/or Services in accordance with this Agreement.
- 3.2 The Supplier acknowledges that:
- (i) Post Office may at any time appoint another person to provide goods and/or services similar to or the same as the Goods and/or Services; and
  - (ii) nothing in this Agreement commits Post Office to purchase any volume of Goods and/or Services or guarantees any spend.
- 3.3 The Supplier represents and agrees that:
- (i) all information provided to Post Office prior to the date of this Agreement relating to this Agreement was and is materially true, accurate and not misleading including, for the avoidance of doubt, information in respect of the Supplier's financial standing. The Supplier shall notify Post Office immediately if any such information becomes untrue, inaccurate or misleading;
  - (ii) it has not relied on any information provided by Post Office prior to the date of this Agreement and that it has carried out its own due diligence in relation to Post Office's requirements in respect of the Goods and/or Services;
  - (iii) it has the right to enter into this Agreement and to provide the Goods and/or Services; and
  - (iv) it is not, nor has it been debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in any government procurement programmes or other government contracts.

### 4. STANDARDS OF SUPPLY

- 4.1 The Supplier shall provide the Goods and/or Services in accordance with:
- (i) the Terms and Conditions of this Agreement including the Agreement Details and the Schedules;
  - (ii) Applicable Law;

- (iii) reasonable skill and care;
- (iv) Good Industry Practice;
- (v) the Post Office Policies; and
- (vi) Specification, Documentation, Implementation Plan and Service Levels.

4.2 The Supplier shall not bring Post Office's name into disrepute whether in the provision of the Goods and/or Services or otherwise.

## 5. COMPLIANCE

5.1 The Supplier shall ensure that it has, and shall maintain in place, all Authorisations required in order to provide the Goods and/or Services to Post Office.

5.2 Without limiting the general nature of Clause 5.1, the Supplier shall perform its obligations under this Agreement in accordance with all Applicable Law regarding:

- (i) health and safety;
- (ii) equality including the Equality Act 2010 (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
- (iii) anti-slavery and human trafficking including the Modern Slavery Act 2015 and the Supplier shall include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Clause 5.2(iii); and
- (iv) the prevention of money laundering and terrorist financing including the Criminal Finances Act 2017, The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Proceeds of Crime Act 2002 and the Terrorist Asset Freezing etc. Act 2010 or other applicable money laundering or terrorist financing legislation.

5.3 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Location of which it becomes aware and which relate to or arise in connection with the performance of this Agreement. The Supplier shall instruct the Supplier's Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

5.4 The Supplier shall:

- (i) comply with Post Office's equality and diversity policy as provided to the Supplier from time to time and any other requirements and instructions which Post Office reasonably imposes in connection with any equality obligations imposed on Post Office at any time; and
- (ii) take all necessary steps, and inform Post Office of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or any successor organisation.

5.5 The Supplier shall:

- (i) comply with the Relevant Requirements and not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements including under sections 1, 2 or 6 of Bribery Act 2010 if such activity, practice or conduct had been carried out anywhere in the world;
- (ii) not, whether by act or omission, cause Post Office to be in breach of any of the Relevant Requirements;
- (iii) have, maintain and enforce its own policies and procedures, including but not limited to its Adequate Procedures, to ensure compliance with the Relevant Requirements and this Clause 5.5;
- (iv) report to Post Office any breaches in the prevention of money laundering, terrorist financing or bribery and corruption; and
- (v) procure that its Associated Persons comply with Clauses 5.5(i) to 5.5(iv).

5.6 Neither Party shall be obliged to perform any obligation otherwise required by this Agreement (including without limitation an obligation to: (a) perform, deliver, accept, sell, purchase, pay or receive monies to, from, or through a person or entity; or (b) engage in any other acts if this would be in violation of, inconsistent with, or expose such Party or a parent company of such Party, to punitive measures under any laws, regulations, decrees, ordinances, orders, demands, requests, rules

or requirements applicable to such Party or such parent company, relating to trade sanctions, foreign trade controls, export controls, non-proliferation, anti-terrorism and similar laws, including, but not limited to, those of the United Kingdom, European Union, any EU member state, the United States of America or the United Nations or, in such Party's reasonable judgement, such circumstances exist. For the avoidance of doubt, the provisions of this Clause 5.6 shall apply only to the extent that they do not cause either Party to be in breach of the laws of England.

- 5.7 The Supplier shall provide a copy of its policies and procedures in relation to equality, financial crime, modern slavery, bribery and corruption for review by Post Office within 2 weeks of the Commencement Date.
- 5.8 Within 5 Business Days of a request from Post Office, the Supplier shall provide written certification to Post Office of compliance with this Clause 5 and the policies and procedures described in Clause 5.7, by the Supplier and, if applicable, its Associated Persons who are supplying Goods or performing Services in connection with this Agreement. Such certification shall be signed by a duly authorised officer of the Supplier and the Supplier shall provide such supporting evidence of compliance as Post Office may reasonably request.
- 5.9 The Supplier shall promptly notify Post Office (and in any event within 3 Business Days) if the Supplier is or may be in breach of its obligations under this Clause 5.

## 6. CHARGES

- 6.1 Post Office shall pay the Charges to the Supplier in accordance with the instalments and dates specified in Schedule 6 (Charges) less any Service Credits which are payable in accordance with Clause 7.4(ii) (Persistent Service Failure). If the Charges are payable on a time and materials basis, the Charges shall be calculated using the rate card in Schedule 6 (Charges).
- 6.2 The Charges shall be exclusive of VAT and inclusive of any applicable import duties or any other tax, duty or levy.
- 6.3 The Supplier shall not be entitled to invoice Post Office for the Charges prior to the Invoice Date. Each invoice shall show the date, invoice number, the Supplier's name and address, the Charges, VAT, any Service Credits payable, together with any other information or supporting documentation Post Office may reasonably require.
- 6.4 The Supplier shall upload its Bank Account details to the Portal and keep such details on the Portal up to date at all times. The Supplier shall: (a) ensure that details uploaded to the Portal are complete and accurate; and (b) comply with any terms of use associated with use of the Portal.
- 6.5 All invoices must quote a valid purchase number and be emailed to the Post Office Representative and to: invoices.acc.pa@**GRO** or to such other email address as notified by Post Office to the Supplier from time to time. The Supplier shall raise any invoice or other accounts payable-related queries by email to enquiries.acc.pa@**GRO** (or to such other email address as notified by Post Office to the Supplier from time to time).
- 6.6 Post Office shall pay the Charges to the Supplier's Bank Account as provided on the Portal within 30 days of receipt of a valid and undisputed invoice provided in accordance with Clause 6.5. Post Office shall not be liable to the Supplier where Post Office pays the Charges to the Supplier's Bank Account in accordance with the details on the Portal and those details are not correct, and in such circumstances Post Office shall be deemed to have paid the relevant Charges.
- 6.7 Post Office shall notify the Supplier in writing in the event of any disputed invoices. Post Office shall pay any undisputed elements of an invoice provided in accordance with Clause 6.6. The disputed portion shall be set aside and the parties shall pursue resolution of such dispute in accordance with the terms of Clause 28 (Dispute Resolution).
- 6.8 The Charges shall be inclusive of any Supplier expenses unless otherwise agreed by the Parties. If the Parties agree that expenses may be charged to Post Office, the Supplier shall only be permitted to recover expenses actually incurred in accordance with Post Office's expense policy in force at such time.

## 7. PROVISION OF GOODS AND/OR SERVICES

- 7.1 Time is of the essence in the provision of the Goods and/or Services at the Locations by the Due Dates and/or in accordance with the Implementation Plan (unless otherwise agreed in the Agreement Details), provided that Post Office has materially complied with its obligations expressly set out in the Implementation Plan that are necessary to allow the Supplier to meet its obligations.
- 7.2 Post Office may at any time change any date in any Implementation Plan, prior to such date.
- 7.3 The Goods and/or Services shall:
- (i) conform in all respects to the Specification;

- (ii) be of satisfactory quality, fit for the purpose for which the Services of the kind in question are made known to the Supplier by Post Office and free from any defects; and
- (iii) shall not infringe the Intellectual Property Rights of any third party.

7.4 The Supplier shall:

- (i) provide the Goods and/or Services in accordance with the Service Levels which shall be measured in each Review Period; and
- (ii) in the event of a Persistent Service Failure pay the Service Credit applicable to such Persistent Service Failure.

7.5 Where requested by Post Office, the Supplier shall provide an E-Catalogue and shall maintain, support and update this E-Catalogue whether hosted by the Supplier or Post Office. The Supplier's obligation relating to the maintenance and support of the E-Catalogue shall be set out in Schedule 11 (E-Catalogue).

7.6 In the event of any breach of Clause 7.3 or a Persistent Service Failure, the Supplier shall take whatever action is necessary to remedy such breach at no additional cost or expense to Post Office, and without interruption to Post Office's on-going business, Post Office may:

- (i) require the Supplier to replace and/or re-perform the non-compliant Goods and/or Services with 5 Business Days of being requested to do so;
- (ii) terminate this Agreement in accordance with Clause 20 (Termination), or vary the whole (or any part) of this Agreement without incurring any further obligation to the Supplier;
- (iii) purchase substitute goods and/or services elsewhere with any additional costs incurred by Post Office in so doing being paid by the Supplier;
- (iv) deduct from any amounts payable to the Supplier any costs, expenses and losses incurred by Post Office as a reasonably foreseeable consequence of the failure to provide the Goods and/or Services; and/or
- (v) delay payment until the provision of the Goods and/or Services has been completed and/or receive a full refund of any amounts paid by Post Office to the Supplier in advance.

8. **[NOT USED]**

9. **[NOT USED]**

10. **SUPPLIER PERSONNEL**

10.1 The Supplier shall:

- (i) provide all personnel necessary in order to provide the Goods and/or Services in accordance with this Agreement;
- (ii) be solely responsible for the supervision, management, control and acts and omissions of the Supplier Personnel;
- (iii) ensure the Supplier Personnel are suitably qualified, adequately trained and capable of providing the Goods and/or Services in respect of which they are engaged;
- (iv) ensure that all of the Supplier's Personnel comply with all of Post Office's policies including those that apply to persons who are allowed access to the applicable Post Office's premises; and
- (v) ensure the Supplier Personnel are appropriately vetted and shall ensure that no Supplier Personnel have any unspent criminal convictions (except for motoring convictions where such Supplier Personnel are not involved in any driving in relation to the Goods and/or Services).

10.2 The Supplier may, at any time throughout the duration of this Agreement, provide any substitute individuals as necessary to replace the Supplier Personnel provided that the provisions of this Clause 10 apply to such individuals.

10.3 The Supplier shall ensure that the Supplier Personnel shall remain at all times as employees, contractors or agents of the Supplier or its sub-contractors and that no relationship of employer and employee arises between Post Office and any Supplier Personnel under any circumstances.

10.4 The Supplier shall use reasonable endeavours to ensure continuity of personnel and to minimise the turnover of members of the Supplier Personnel engaged in the provision of the Goods and/or Services. The Supplier shall report to Post Office, on request, on the retention and turnover of Supplier Personnel engaged in the provision of the Goods and/or Services.

- 10.5 The Supplier shall replace any Supplier Personnel who Post Office reasonably believes has failed to carry out their duties with reasonable skill and care. Following the removal of any of the Supplier's Personnel for any reason, the Supplier shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of providing the Goods and/or Services.
- 10.6 TUPE shall not be applicable.
- 10.7 Subject to Clause 10.8, for the duration of this Agreement and for the period of 12 months after the date of termination for any reason or cause, the parties agrees not to engage, employ or entice away or endeavour to entice away, any employee of the other who at the date of termination was employed or engaged by the other without that other party's prior written consent.
- 10.8 Nothing in Clause 10.7 shall prevent:
- (i) the engagement or employment of any individual who has responded to a general (and not local) advertisement made in good faith for the purposes of recruitment; or
  - (ii) the engagement or employment by a party of any individual whose contract of employment has transferred to that party by virtue of TUPE.
11. **INTELLECTUAL PROPERTY RIGHTS**
- 11.1 All Developed IP shall vest in Post Office upon creation. The Supplier shall procure that all Developed IP shall vest in Post Office upon creation in the Supplier's contracts with its sub-contractors.
- 11.2 The Supplier assigns (and shall procure that its sub-contractors assign) to Post Office all Developed IP (whether presently existing or to be created in the future) with full title guarantee. If moral rights exist in relation to any Developed IP, the Supplier waives or shall procure the waiver of such rights.
- 11.3 Subject to the licences in Clauses 11.4 and 11.5:
- (i) all Background IP shall at all times be and remain the property of the Supplier (or its licensors); and
  - (ii) all Third Party Materials shall remain the property of such third party owner.
- 11.4 The Supplier grants to Post Office a non-exclusive, irrevocable, perpetual, royalty-free, non-assignable, non-sub-licensable, non-transferrable licence to use the Background IP: (i) for the performance of its obligations and enjoyment of rights under this Agreement; and/or (ii) to the extent any Background IP is required to enjoy the full benefit of any Developed IP and the licence of Third Party Materials.
- 11.5 The Supplier grants, or shall procure the grant of, a non-exclusive, irrevocable, perpetual, royalty-free, non-assignable, non-sub-licensable, non-transferrable licence to Post Office to use the Third Party Materials: (i) for the performance of its obligations and the enjoyment of its rights under this Agreement; and/or (ii) to the extent any Third Party Materials are required for Post Office to enjoy the full benefit of any Developed IP or its licence of the Background IP.
- 11.6 All Post Office Materials (including goodwill in respect of them) shall at all times be and remain the exclusive property of Post Office. Post Office Materials shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to Post Office and shall not be used nor disposed of other than in accordance with Post Office's written instructions.
- 11.7 Post Office grants a non-exclusive, revocable, non-transferrable, royalty-free licence to the Supplier to use the Post Office Materials solely for the purpose of the performance of the Supplier's obligations under this Agreement. The Supplier shall be allowed to sub-license the use of Post Office Materials only to sub-contractors (appointed in accordance with Clause 26 (Sub-Contracting) as reasonably required for the sub-contractor to perform its obligations in relation to this Agreement. This licence automatically terminates upon the expiry or termination of this Agreement.
- 11.8 In the event of any claim by a third party which prevents Post Office from using any Goods and/or Services, the Developed IP, Background IP or Third Party Materials in accordance with this Agreement, the Supplier shall, at the Supplier's sole cost and expense, as soon as reasonably possible, either (as Post Office and the Supplier shall (acting reasonably) agree):
- (i) obtain the right for Post Office to continue to use such Goods and/or Services, the Developed IP, Background IP or Third Party Materials in accordance with this Agreement without the infringement of any third party Intellectual Property Rights; or
  - (ii) provide Post Office with alternative non-infringing Goods and/or Services, Developed IP, Background IP or Third Party Materials or other items of equivalent or increased functionality and performance (as reasonably determined by Post Office), for use in accordance with this Agreement.

11.9 If the Supplier requires use of the Trade Marks for the purpose of the performance of the Supplier's obligations under this Agreement, it shall comply with the provisions set out in Schedule 7 (Trade Mark Licence).

11.10 The Supplier agrees (and shall procure that any third party agrees) to execute all documents and to do any and all other things reasonably necessary to further assure Post Office's title to the Developed IP and Post Office Materials, and to allow Post Office to enforce its rights in the Developed IP, Background IP and Third Party Materials.

11.11 In relation to any moral rights existing in relation to the Developed IP, the Background IP or the Third Party Materials, the Supplier will waive its moral rights and will procure that any third party waives its moral rights, and on Post Office's request, promptly provide documentation evidencing such waivers.

## 12. DATA PROTECTION

12.1 Post Office and the Supplier acknowledge that for the purposes of the Data Protection Legislation, Post Office is the Controller and the Supplier is the Processor of any Personal Data. Post Office shall remain the sole owner of the Personal Data (and all Intellectual Property Rights in it). The Supplier shall acquire no rights, title or interest in the Post Office Personal Data other than under the licence in Clause 11.7 (Intellectual Property Rights).

12.2 Each party shall comply with its obligations under the Data Protection Legislation.

12.3 The Supplier represents and agrees that it shall only process Post Office Personal Data in accordance with Post Office's instructions as set out in Schedule 10 (Data Protection), this Agreement and as provided in writing by Post Office from time to time (including to delete, amend, transfer or rectify Post Office Personal Data), unless the Supplier is required to Process Post Office Personal Data in accordance with Applicable Law, in which case it shall pursuant to Clause 12.13 inform Post Office of this before carrying out any Processing, unless it is prohibited from doing so by that legal obligation. The Supplier represents and warrants that the Processing particulars set out in Schedule 10 (Data Protection) are accurate.

12.4 The Supplier shall, prior to carrying out any instruction from Post Office, notify Post Office immediately (but at least with in 24 hours) if in the Supplier's reasonable opinion, such instruction is likely to result in a breach of Data Protection Legislation.

12.5 The Supplier represents and agrees that it shall assist and fully co-operate with Post Office (as requested by Post Office) to ensure Post Office's compliance with its obligations under the Data Protection Legislation, including:

- (i) completing and reviewing any Data Protection Impact Assessment;
- (ii) implementing measures to mitigate against any data protection risks;
- (iii) implementing technical and organisational measures to enable Post Office to respond to requests from or on behalf of Data Subjects exercising their rights under the Data Protection Legislation, including: (a) immediately (but at least within 24 hours) notifying Post Office if it receives a request from or on behalf of a Data Subject under Data Protection Legislation; and (b) providing Post Office with the Post Office Personal Data and details of its Processing of Post Office Personal Data in response to a request by or on behalf of a Data Subject; and
- (iv) assisting with any liaison with or enquiries from a Data Protection Regulator.

12.6 When Processing Post Office Personal Data the Supplier shall take all appropriate technical and organisational measures to preserve the confidentiality and integrity of Post Office Personal Data and prevent any accidental or unlawful Processing, destruction, loss, alteration or unauthorised disclosure of, or access to, Post Office Personal Data taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects. These shall include:

- (i) the pseudonymisation and/or encryption of Personal Data stored on any mobile media or transmitted over public or wireless networks;
- (ii) ensuring all Supplier Personnel and sub-contractors who are properly authorised and have a need to Process Post Office Personal Data in accordance with Clause 12.6(iv) are trained in their obligations under the Data Protection Legislation (including all relevant policies and procedures) before they Process such data and at least annually thereafter;
- (iii) taking all reasonable steps to ensure the reliability of Supplier Personnel and sub-contractors with access to Post Office Personal Data. Ensuring that all Supplier Personnel and sub-contractors who are involved in the Processing of Post Office Personal Data are under binding contractual or statutory obligations of confidentiality concerning Post Office Personal Data;
- (iv) restricting access to Post Office Personal Data to (i) those Supplier Personnel who require access to the Post Office Personal Data in order to meet the Supplier's obligations under this Agreement; and (ii) such part or parts

of the Post Office Personal Data as is strictly necessary for the performance of the relevant individual's duties; and

- (v) the additional security requirements set out in Schedule 9 (Information Security),

**(Security Measures).**

- 12.7 The Supplier shall regularly test any Security Measures to assess the effectiveness of any Security Measures in ensuring the security, confidentiality, integrity, availability and resilience of Post Office Personal Data and shall maintain records of such testing.
- 12.8 The Supplier shall allow for any Data Protection Audits by Post Office or its Auditor in respect of the Supplier's (including its sub-contractors) Processing of any Post Office Personal Data.
- 12.9 The Supplier shall not transfer or Process any Post Office Personal Data (nor allow any Post Office Personal Data to be accessed from) outside of the United Kingdom without first:
- (i) obtaining the prior written consent of Post Office; and
  - (ii) taking such steps as Post Office may request to ensure that any such transfer of Processing of Post Office Personal Data complies with the requirements of the Data Protection Legislation, including undertaking appropriate local law risk assessments in relation to the proposed Processing at the Supplier's expense.
- 12.10 The Supplier shall not sub-contract the Processing of any Post Office Personal Data or allow any third party to Process any Post Office Personal Data without first:
- (i) obtaining prior written consent from Post Office, and the Supplier shall be entitled to rely upon such consent (which shall be conditional on the requirements of this Clause 12.10 being satisfied) unless and until it has been formally revoked by the Post Office and/or this Agreement has been terminated;
  - (ii) complying with the requirements of Clause 12.11; and
  - (iii) taking such other steps as Post Office may request to ensure that any such sub-contracting of the Processing of Post Office Personal Data complies with the requirements of the Data Protection Legislation.
- 12.11 Where Post Office has consented to the Processing of Post Office Personal Data by a sub-contractor in accordance with Clause 12.10(i) the Supplier will ensure that:
- (i) the sub-contract between the Supplier and the sub-contractor includes all relevant obligations under this Agreement relating to the Processing and security of Post Office Personal Data and, without prejudice to the generality of the foregoing, contains provisions which give effect to the terms set out in this Clause 12 such that they apply to the sub-contractor;
  - (ii) the sub-contract must comply with the Data Protection Legislation. For the avoidance of doubt, the Supplier will remain fully liable for all acts and/or omissions of any sub-contractor; and
  - (iii) the sub-contract between the Supplier and the sub-contractor allows for the Supplier to provide Post Office with such information regarding the sub-contractor's Processing of Post Office Personal Data as Post Office may reasonably require.
- 12.12 The Supplier shall maintain accurate written records of the Processing it undertakes in connection with this Agreement which shall contain at a minimum:
- (i) the categories of Processing of Post Office Personal Data;
  - (ii) details of any transfers of Post Office Personal Data outside of the United Kingdom and the safeguards in place for that transfer where any such transfer has been authorised by Post Office;
  - (iii) an accurate record of the Security Measures; and
  - (iv) the Supplier shall provide the records set out above to Post Office or a Data Protection Regulator on request.
- 12.13 Unless prohibited by Applicable Law, the Supplier shall not ify Post Office immediately (but, in any event, within 24 hours) should it:

- (i) receive notice of any complaint made to a Data Protection Regulator or any finding by a Data Protection Regulator in relation to its Processing of Personal Data, whether it is the Post Office Personal Data Processed under this Agreement or otherwise;
  - (ii) be under a legal obligation to Process Post Office Personal Data, other than under the instructions of Post Office, in accordance with the Supplier's legal obligations under Article 28(3)(a) of the GDPR or Applicable Law, in which case the Supplier shall inform Post Office of the legal obligation, except to the extent the relevant legal obligation prohibits it from doing so;
  - (iii) receive any request from or on behalf of a Data Subject exercising their rights under the Data Protection Legislation; and
  - (iv) become aware of any circumstance which may cause the Supplier to breach the obligations set out in this Clause 12 or which may cause either party to breach Data Protection Legislation.
- 12.14 Without prejudice to the notification duties under Clause 12.13 and Clause 13 (Information Law and Regulatory Requests), where the Supplier or a sub-contractor receives a Regulatory Request or a request from a third party purporting to require disclosure of Post Office Personal Data under Applicable Law or voluntarily (a **Disclosure Request**), the Supplier shall:
- (i) follow the instructions of the Post Office prior to responding to any such Disclosure Requests where the Supplier or the sub-contractor is permitted to notify Post Office of the Disclosure Request; and
  - (ii) use best endeavours to resist or minimise the Disclosure Request, including by commencing appropriate proceedings at the Supplier's cost, whether or not the Supplier or the sub-contractor is permitted to notify the Post Office of the Disclosure Request.
- 12.15 The Supplier shall by way of a Notification notify Post Office without undue delay (and in any event no later than within 24 hours of discovery) if it becomes aware of any actual, suspected or threatened unauthorised, accidental or unlawful exposure, access, disclosure, Processing, use, communication, deletion, revision, encryption, reproduction or transmission of any component of the Post Office Personal Data or unauthorised, accidental or unlawful access or attempted access or apparent attempted access (physical or otherwise) to Post Office Personal Data, or any loss of, damage to, corruption or destruction of, Post Office Personal Data (Security Incident).
- 12.16 Any Notification is subject to Clauses 12.15, 12.16 and 12.17 and shall include the following information:
- (i) the nature of the Security Incident, including the categories and approximate number of Data Subjects and records concerned;
  - (ii) the contact at the Supplier who will liaise with Post Office concerning the Security Incident;
  - (iii) the likely consequences of the Security Incident; and
  - (iv) the remediation measures being taken, or proposed to be taken, to mitigate and contain the Security Incident,
- (together, the **Notification**).
- 12.17 Where the Supplier is unable to provide any of the information specified in Clause 12.16 within the initial Notification, the Supplier shall still be required to notify the Security Incident in accordance with the procedure and timescale set out in Clause 12.15 by supplying the available information and subject to an ongoing obligation to supply the required additional information as soon as it becomes available and without undue delay.
- 12.18 In the event of a Security Incident, Post Office shall at its sole discretion determine whether to provide notification to the Data Subject, any third party or a Data Protection Regulator and the Supplier shall not notify the Data Subject, any third party or a Data Protection Regulator unless such disclosure by the Supplier is required by law or is expressly approved in writing by Post Office.
- 12.19 In the event of a Security Incident, the Supplier will promptly restore any Post Office Personal Data at its own expense. The Supplier will ensure that it fully co-operates with Post Office in effecting any mitigating actions, or implementing any solution or remedy advised to the Supplier by Post Office.
- 12.20 Upon termination or expiry of this Agreement, the Supplier shall:
- (i) immediately cease to Process any Post Office Personal Data and shall, at Post Office's discretion, and in accordance with Post Office's instructions, either:
    - 12.20.i.1 return all Personal Data to Post Office, together with all copies of the Personal Data in its possession or control;

12.20.i.2 provide the Personal Data to a third party as instructed by Post Office, together with any copies of the Personal Data in its possession or control; or

12.20.i.3 carry out a certified and secure destruction of the Personal Data, together with any copies of the Personal Data in its possession or control.

- (ii) not retain any copy of any part of the Personal Data, in any form or media, and shall provide to Post Office a certificate signed by a duly authorised officer of the Supplier, confirming its exacting compliance with the requirements of Clause 12.

### 13. INFORMATION LAW AND REGULATORY REQUESTS

13.1 The Supplier shall assist and co-operate with Post Office (at the Supplier's expense and upon demand by Post Office) to enable Post Office to comply with FOI Law and Regulatory Requests.

13.2 The Supplier shall:

- (i) transfer any Request for Information received by the Supplier to Post Office as soon as practicable after receipt and, in any event, within 2 Business Days;
- (ii) provide Post Office with a copy of all Information in its possession or control in the form required by Post Office within 5 Business Days of Post Office requesting such Information; and
- (iii) provide all necessary assistance as requested by Post Office to enable Post Office to respond to a Request for Information within the time for compliance set out in FOI Law, as applicable.

13.3 The Supplier shall not respond directly to a Request for Information unless expressly authorised in writing by Post Office.

13.4 Post Office shall, in its absolute discretion, be responsible for determining whether the Information requested is:

- (i) exempt from disclosure in accordance with the provisions of FOI Law; or
- (ii) to be disclosed in response to the Request for Information.

13.5 The Supplier acknowledges that Post Office may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of FOIA, July 2018), be obliged under FOI Law to disclose Information relating to, or received from, the Supplier:

- (i) without consulting with the Supplier; or
- (ii) following consultation with the Supplier and having taken its views into account;

provided always that where Clause 13.5(i) applies, Post Office shall, in accordance with any recommendations of the Secretary of State for Constitutional Affairs' Code of Practice, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

13.6 The Supplier shall ensure that all Information produced in the course of this Agreement or relating to this Agreement is retained for disclosure for a period of 6 years following expiry or termination of this Agreement (or such other longer periods as required by Applicable Law) and shall permit Post Office to inspect such records as requested from time to time.

13.7 Without prejudice to Clause 19 (Audit), the Supplier shall without undue delay and fully co-operate at all times with all Regulatory Requests, and provide all other reasonable support as required by Post Office.

13.8 Post Office shall be responsible, unless otherwise agreed in writing with the Supplier, for all communications and correspondence with and for dealing with any Regulatory Requests in relation to Post Office's business and/or this Agreement. To the extent that such communications and correspondence may have an impact on the Supplier's obligations under this Agreement, Post Office shall advise the Supplier of such impact.

13.9 If received directly, the Supplier shall without undue delay direct all Regulatory Requests relating to this Agreement to Post Office unless the enquiry is specifically addressed to the Supplier or a different course of action is agreed in writing between the parties. Where the Supplier does deal directly, then it shall notify Post Office immediately that an enquiry has been made and, to the extent permitted provide Post Office with full details of all correspondence in relation to any such Regulatory Request, subject to reimbursement by Post Office for the reasonable time and reasonable expenses incurred in providing such assistance.

13.10 The Supplier shall without undue delay provide Post Office with any information requested by Post Office which is in the Supplier's possession or control, or which can be obtained or procured by it, for the purpose of each party complying with

all Applicable Laws and to enable Post Office to satisfy any request or make any statement required by any Regulatory Request.

13.11 The Supplier acknowledges that:

- (i) any lists or schedules provided by it outlining Confidential Information are of indicative value only and that Post Office may disclose such Information in accordance with Clause 12 (Data Protection);
- (ii) any disclosure made by Post Office under this Clause 13 shall not constitute a breach of Clause 14 (Confidentiality).

14. **CONFIDENTIALITY**

14.1 Each party shall:

- (i) keep Confidential Information confidential;
- (ii) not disclose the Confidential Information to any other person other than with the prior written consent of the other party or in accordance with Clause 14.2 or 14.3; and
- (iii) not use the Confidential Information for any purpose other than the performance of its obligations or its enjoyment of rights under this Agreement (**Permitted Purpose**).

14.2 Each party may disclose Confidential Information to its:

- (i) officers, directors, employees, contractors and agents who reasonably need access to such Confidential Information for the Permitted Purpose;
- (ii) professional advisers, auditors, insurers or bankers;

provided that the disclosing procures that such recipients comply with terms that are no less onerous than this Clause 14.

14.3 Either party may disclose Confidential Information if and to the extent:

- (i) required under Clause 13 (Information Law and Regulatory Requests) but without prejudice to the obligations under Clause 12.14 (Data Protection);
- (ii) disclosure is approved by the other party in writing in advance, such approval not to be unreasonably withheld or delayed;
- (iii) the Confidential Information is already in the public domain through no fault of that party; and/or
- (iv) the Confidential Information is already lawfully in the possession of that party as evidenced by its or its professional advisers' written records.

14.4 The parties shall notify each other in writing of any unauthorised use or disclosure of any Confidential Information promptly, and in all cases within 2 Business Days.

14.5 The Supplier shall not make any announcement or publicity statement relating to Post Office, this Agreement or its subject matter without the prior written approval of Post Office (except as required by Applicable Law).

15. **LIABILITY AND INSURANCE**

15.1 Notwithstanding any other provision of this Agreement, neither party excludes or limits its liability for:

- (i) fraud or fraudulent misrepresentation;
- (ii) death or personal injury caused by its negligence;
- (iii) breach of the obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or
- (iv) any other liability which cannot be limited or excluded by law.

15.2 Except as provided in Clause 15.1, neither party will be liable to the other for breach of contract, tort (including negligence or breach of statutory duty), or otherwise, for:

- (i) any loss of profit, business, contracts, opportunity, goodwill, revenues, anticipated savings or other similar loss; and/or
- (ii) any indirect, special or consequential loss or damage.

15.3 Except as provided in Clause 15.1 (where, for the avoidance of doubt, the Supplier's liability shall be unlimited), the Supplier's Liability to Post Office in contract, tort (including negligence or breach of statutory duty) or otherwise, arising out of or in connection with this Agreement is limited to the Supplier Liability Cap.

15.4 Except as provided in Clause 15.1 Post Office's Liability to the Supplier in contract, tort (including negligence or breach of statutory duty) or otherwise, arising out of or in connection with this Agreement is limited to the Post Office Liability Cap.

15.5 The Supplier shall maintain appropriate insurance to cover its liabilities under this Agreement and shall provide details of such insurance to Post Office on request.

## 16. INDEMNITY

16.1 The Supplier shall indemnify and keep Post Office and the Post Office's Group indemnified against all Liabilities incurred or suffered by Post Office and/or the Post Office's Group howsoever arising as a result of or in connection with:

- (i) any infringement or alleged infringement of Post Office's Intellectual Property Rights by the Supplier, the Supplier's Group or any Supplier Personnel;
- (ii) any claim, allegation or judgement that the Goods and/or Services (in whole or in part), and/or Post Office's use of the Goods and/or Services in accordance with this Agreement, including the licences granted under this Agreement, infringe the Intellectual Property Rights of a third party;
- (iii) fraud or fraudulent misrepresentation on the part of the Supplier or any Supplier Personnel;
- (iv) any liabilities, losses, demands, claims, damages, amounts agreed upon in settlement, fines, costs and expenses (including all legal and other professional fees, expenses and disbursements) arising from any employment-related claim or any claim based on worker status (including in respect of an individual being regarded for income tax purposes as an employee of the Post Office (including under the Income Tax (Earnings and Pensions) Act 2003)) brought by the Supplier's Personnel against Post Office arising out of or in connection with the provision of the Services; and/or
- (v) any breach of the Supplier's obligations under Clause 5 (Compliance), Clause 12 (Data Protection), Clause 13 (Information Law and Regulatory Requests), Clause 14 (Confidentiality) and Schedule 9 (Information Security).

16.2 The Supplier shall indemnify and keep Post Office and the Post Office's Group indemnified against all Liabilities incurred or suffered by Post Office and/or the Post Office's Group in accordance with Clauses **Error! Reference source not found.** and **Error! Reference source not found.** (TUPE).

16.3 The Supplier shall indemnify and keep Post Office and the Post Office's Group indemnified against all Liabilities incurred or suffered by Post Office and/or the Post Office's Group in accordance with paragraph 8 of Schedule 7 (Trade Mark Licence).

16.4 If the Post Office becomes aware of any circumstance which may entitle it to make a claim against the Supplier under any indemnity or in the event of any actual or potential claim brought by a third party (a "third party claim") which could give rise to a right to the Post Office being entitled to make an indemnity claim, the Post Office shall take all reasonable steps to mitigate its loss and shall provide the Supplier with prompt written notice and full information of such circumstance, notice of commencement or threatened commencement of a third party claim and reasonable assistance to settle or defend any third party claim.

## 17. RECORD KEEPING

17.1 The Supplier shall, and shall procure that its sub-contractors shall, keep for at least 6 years following the termination expiry of this Agreement at its normal place of business detailed, full, accurate and up to date books of account showing all payments made by Post Office in connection with this Agreement and all other records relating to the provision of the Goods and/or Services (**Records**).

17.2 The Supplier shall ensure that, as a minimum, such Records are sufficient to enable Post Office to verify the Supplier's compliance with its obligations under Clause 5 (Compliance), Clause 12 (Data Protection), Clause 13 (Information Law and Regulatory Requests), Clause 14 (Confidentiality) and Schedule 9 (Information Security).

- 17.3 The Supplier shall provide Post Office with access to and copies of the Records upon 5 Business Days' request from Post Office.
18. **MANAGEMENT INFORMATION**
- 18.1 The Supplier shall provide management information to Post Office in the format and frequency as reasonably requested by Post Office from time to time.
19. **AUDIT**
- 19.1 Post Office, a regulatory authority, and/or their authorised representatives (**Auditors**) shall be entitled to inspect and audit the Supplier's compliance with this Agreement and take copies of relevant documentation (**Audit**). The Post Office's Audit rights shall not affect the confidentiality obligations that the Supplier has to its other clients.
- 19.2 Post Office, a regulatory authority, and/or their Auditors shall be entitled to enter the Supplier's and/or its sub-contractors' premises to inspect and audit the Supplier's Processing of any Post Office Personal Data and take copies of relevant documentation (**Data Protection Audit**).
- 19.3 The Audit described in Clause 19.1 is subject to this Clause 19.3 and shall only take place:
- (i) during the Term and for a period of 6 years from the expiry or termination of this Agreement;
  - (ii) not more than twice in any calendar year;
  - (iii) on not less than 5 Business Days' prior written notice from Post Office; and
  - (iv) during ordinary business hours.
- 19.4 The Data Protection Audit described in Clause 19.2 is subject to this Clause 19.4 and shall only take place:
- (i) during the Term and for a period of 6 years from the expiry or termination of this Agreement;
  - (ii) not more than once in any calendar year;
  - (iii) on not less than 5 Business Days' prior written notice from Post Office, unless such Data Protection Audit is required in accordance with Clause 19.6(iii) below in which case on not less than 3 Business Days' prior written notice from Post Office; and
  - (iv) during ordinary business hours.
- 19.5 The Supplier shall provide its full co-operation including but not limited to providing access to any of the Supplier's premises and making appropriate personnel and facilities available to the Auditors and shall provide the Auditors with all reasonable assistance to enable such inspection, auditing and copying to take place.
- 19.6 Post Office shall not be required to give notice of any Audit in accordance with Clause 19.1 or of any Data Protection Audit in accordance with Clause 19.2 and there shall be no limit to the number of audits that can take place in any calendar year, if:
- (i) Post Office reasonably believes that the Supplier is in breach of any of its obligations under this Agreement;
  - (ii) any legal requirement or regulator or other applicable body to which Post Office is subject does not permit notice to be given or requires an Audit on short notice; and
  - (iii) only in respect of any Data Protection Audit under Clause 19.2, the Supplier suffers a Security Incident or Post Office reasonably believes that such Data Protection Audit is required due to a Data Protection Regulator enquiry or investigation.
- 19.7 If an Audit reveals that the Supplier has not complied with the terms of this Agreement, it shall promptly remedy such non-compliance.
- 19.8 Each party shall bear its own costs of complying with Clauses 19.1, 19.2, 19.3, 19.4 and 19.5 unless the Audit or Data Protection Audit reveals any material non-compliance with the terms of this Agreement by the Supplier, in which case the Supplier shall reimburse the Auditors' reasonable costs and expenses (including legal costs) associated with the Audit or Data Protection Audit.
- 19.9 If, following an audit under this Agreement, Post Office believes that the Supplier's provision of the Goods and/or Services has breached the Supplier's obligations under Schedule 9 (Information Security) or otherwise has the potential to prejudice

Post Office's information security, compliance or assurance in a manner that may adversely affect Post Office's interests, Post Office may:

- (i) require the Supplier, at its own expense, to amend the manner in which the Supplier provides the Goods and/or Services, including the replacement of any and all such Goods and/or Services;
- (ii) suspend provision of the Goods and/or Services; or
- (iii) terminate this Agreement.

## 20. TERMINATION

20.1 Either party may terminate this Agreement with immediate effect on written notice to the other party if:

- (i) the other party is in material breach of any of its obligations under this Agreement and, fails to remedy the breach within 5 Business Days of receipt of a written request to remedy; or
- (ii) in the circumstances set out in Clause 21 (Force Majeure).

20.2 Post Office may terminate this Agreement with immediate effect on written notice to the Supplier:

- (i) if the Supplier undergoes a Change of Control;
- (ii) if the Supplier is in breach of its obligations under Clause 5 (Compliance), Clause 12 (Data Protection), Clause 13 (Information Law and Regulatory Requests), Clause 14 (Confidentiality) or Schedule 9 (Information Security);
- (iii) if a third party issues or a Relevant Authority instigates proceedings, or threatens to issue or instigate proceedings, against Post Office in respect of Post Office's decision to enter into this Agreement;
- (iv) if the Supplier ceases to trade; or
- (v) if the Supplier is unable to pay its debts as defined in section 123(1) of the Insolvency Act 1986; or
- (vi) if the Supplier makes an arrangement with its creditors or goes into administration, receivership, liquidation (other than as part of a solvent reorganisation), bankruptcy or any analogous insolvency proceedings in any jurisdiction; or
- (vii) if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 (as amended) apply.

20.3 Post Office may terminate this Agreement at any time by giving the Supplier not less than 1 month's written notice.

20.4 The Supplier shall be entitled to terminate the Agreement immediately if continuing the Services is likely to result in a breach of applicable law or regulation, our independence being compromised, or a conflict of interest which cannot be resolved by way of appropriate safeguards.

20.5 The Supplier acknowledges and agrees that Post Office shall not be liable to the Supplier in respect of any liability, loss or damage incurred by the Supplier as a result of the termination of this Agreement pursuant to this Clause 20 (Termination).

20.6 On any expiry or termination of this Agreement:

- (i) the Supplier shall provide Post Office with full co-operation to ensure the orderly termination of the Goods and/or Services and/or transfer to a New Service Provider;
- (ii) unless required by Applicable Law, the Supplier shall; at the option of Post Office, either securely delete or return all Post Office Personal Data to Post Office. If required by Applicable Law to retain a copy, the Supplier shall inform Post Office what it is retaining and the legal reason why it needs to be retained; and
- (iii) the Supplier shall continue to provide the Goods and/or Services up to the date of expiry or termination of this Agreement.

20.7 The following Clauses will survive expiry or termination of this Agreement: Clause 5 (Compliance), Clause 10 (Supplier Personnel), Clause 11 (Intellectual Property Rights), Clause 12 (Data Protection), Clause 13 (Information Law and Regulatory Requests), Clause 14 (Confidentiality), Clause 16 (Indemnity), Clause 17 (Record Keeping), Clause 19 (Audit), Clause 20 (Termination), Clause 24 (Notices), Clause 29.3 (Third Party Rights), Clause 29.7 (Severability), Clause 29.8

(Further Assurance), Clause 29.10 (Entire Agreement), Clause 29.11 (Governing Law) and Clause 29.12 (Jurisdiction) as well any other provisions that are expressed to survive termination of this Agreement.

## 21. FORCE MAJEURE

21.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from a Force Majeure Event. If either party (the **Affected Party**) is prevented from or delayed in performing any of its obligations under this Agreement by a Force Majeure Event:

- (i) the Affected Party shall, as soon as reasonably practicable, give notice to the other party of the nature of the Force Majeure Event, the date and time at which it started and the likely effects and duration of the Force Majeure Event;
- (ii) the Affected party shall use all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement; and
- (iii) as soon as practicable after the end of the Force Majeure Event that party shall notify the other party and resume performance of its obligations under this Agreement.

21.2 Notwithstanding Clause 21.1, if the period of delay or non-performance continues for more than 15 Business Days, Post Office may terminate this Agreement by written notice to the Supplier.

## 22. BUSINESS CONTINUITY AND DISASTER RECOVERY

22.1 The Supplier shall ensure appropriate provisions for business continuity and disaster recovery. All Goods and/or Services will be recoverable without any single point of failure. The Supplier will provide the appropriate Recovery Time Objective (RTO) and Recovery Point Objective (RPO) for the Goods and/or Services. The Supplier shall provide a business continuity and disaster recovery plan and any other relevant information requested by Post Office.

## 23. GOVERNANCE

23.1 The Representatives shall be the key points of contact and responsible for the co-ordination of all matters relating to the supply of the Goods and/or Services.

23.2 The parties shall, acting reasonably, agree and attend appropriate governance meetings to ensure the Goods and/or Services are provided in accordance with this Agreement.

## 24. NOTICES

24.1 Subject to Clause 24.3 any notice given under this Agreement shall be in writing and served by email to the addresses set out in the Agreement Details.

24.2 Any such notice shall be deemed to have been received at the time of transmission except: (i) where an automatic report or reply is received that the email was not delivered successfully, in which case notice is deemed as not having been received; or (ii) where the time of transmission is on a day which is not a Business Day or is after 5pm it is deemed to be received at 9am on the next Business Day. Where an out of office message is received by the Supplier from Post Office, the Supplier shall forward the notice to Post Office's Legal Director in accordance with Clause 24.3, and such notice shall only be deemed to have been received by Post Office when it has been so forwarded (and subject to the deemed delivery provisions of this Clause 24.2).

24.3 Where a notice is given to Post Office under Clause 20 (Termination) or where proceedings or other documents in any legal action are served on Post Office, notice must also be given to Post Office's Legal Director by copy email to LegalNotices@**GRO**

## 25. ASSIGNMENT AND NOVATION

25.1 Subject to Clause 26.1 (Sub-Contracting) the Supplier shall not be entitled to assign, transfer, sub-license or charge any of its obligations under this Agreement. For the avoidance of doubt, this Clause 25.1 shall not apply in relation to any circumstances where Applicable Law prohibits such a restriction.

25.2 Post Office shall be entitled to transfer any or all of its rights or obligations under this Agreement to a member of the Post Office's Group or a successor of Post Office's business. Post Office shall give the Supplier notice of any such assignment as soon as reasonably practicable.

## 26. SUB-CONTRACTING

- 26.1 The Supplier shall not be entitled to sub-contract any of its obligations under this Agreement, except with the prior written consent of Post Office.
- 26.2 The Supplier shall enter into written agreements with any sub-contractor appointed in accordance with this Clause 26, the terms of which shall be no less onerous than the terms of this Agreement. For the avoidance of doubt, the Supplier will remain fully liable for all acts and/or omissions of any authorised sub-contractor approved under Clause 26.1 as if such acts and/or omissions were the acts and/or omissions of the Supplier.
- 26.3 The Supplier shall ensure that a term is included in any sub-contract permitted under this Agreement which requires the Supplier to pay any undisputed sums due to the relevant sub-contractor within a specified period that does not exceed 30 days from the date the Supplier receives the sub-contractor's invoice.
27. **[NOT USED]**
28. **DISPUTE RESOLUTION**
- 28.1 If any dispute arises out of this Agreement:
- (i) the dispute shall be referred to the Stage 1 parties specified in the Agreement Details who will attempt to settle it by negotiation;
  - (ii) if the Stage 1 parties are unable to settle any dispute by negotiation within 5 Business Days of such referral (or such longer period as they shall agree), the matter shall be escalated to the Stage 2 parties specified in the Agreement Details; and
  - (iii) the Stage 2 parties shall meet to attempt to resolve the dispute within 5 Business Days of the dispute being referred to them (or such longer period as they shall agree).
- 28.2 If the parties are still unable to settle such dispute by negotiation within the three stages of such referral then the parties shall refer the dispute to mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 28.3 Nothing in this Clause 28 shall limit either party's right to bring an injunction or other urgent court proceedings against the other party at any time.
29. **GENERAL**
- 29.1 **Set off.** All amounts due under this Agreement from the Supplier to Post Office shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 29.2 **No partnership or agency.** Nothing in this Agreement will make any party the agent or employee of the other nor will it create a partnership, joint venture or employment relationship between the parties.
- 29.3 **Third party rights.** Except as expressly set out in this Agreement a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.
- 29.4 **Variation.** No variation of this Agreement shall be valid unless it is in writing and signed on behalf of each party.
- 29.5 **Waiver.** Any failure to exercise or delay in exercising any rights or remedies in this Agreement will not operate as a waiver of the rights or remedies or prevent any further exercise of them. A waiver of a breach or default under the terms of this Agreement will not:
- (i) affect the other terms of this Agreement;
  - (ii) constitute a waiver of any other breach or default; or
  - (iii) prevent a party from subsequently requiring compliance with the waived obligation.
- 29.6 **Remedies.** All rights and remedies under this Agreement are in addition to and not instead of any rights and remedies provided by law.
- 29.7 **Severability.** Each provision of this Agreement is severable and distinct from the other provisions. If any provision is or becomes to any extent invalid, illegal or unenforceable, it shall to that extent be deemed not to form part of this Agreement. All other provisions of this Agreement will continue in full force and effect and their validity, legality and enforceability will not be affected.

- 29.8 **Further Assurance.** Each party shall at the reasonable request of the other party, execute any additional documents and perform any acts as may be required for the purpose of giving full effect to this Agreement.
- 29.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed shall be an original, but together shall constitute one and the same instrument.
- 29.10 **Entire agreement.** This Agreement and any other document or agreement referred to in it sets out the entire agreement and understanding between the parties in relation to the subject matter of this Agreement. The Supplier acknowledges that in entering into this Agreement it does not rely on, and will have no remedy in respect of, any warranty, understanding, statement, representation or misrepresentation other than as expressly set out in this Agreement. Nothing in this Clause 29.10 will operate to limit or exclude any liability for fraud or fraudulent misrepresentation.
- 29.11 **Governing law.** This Agreement and any dispute arising out of it (including non-contractual disputes or claims) is governed by and will be construed in accordance with the laws of England.
- 29.12 **Jurisdiction.** The parties irrevocably submit to the exclusive jurisdiction of the courts of England which will have jurisdiction to hear and decide any suit, action or proceedings and/or to settle any dispute or claim arising out of or in connection with it or its subject matter.

**SCHEDULE 1 - DEFINITIONS AND INTERPRETATION****1. DEFINITIONS AND INTERPRETATION****1.1** In this Agreement:

<b>Adequate Procedures</b>	means adequate procedures, as referred to in section 7(2) of the Bribery Act 2010 (and any guidance issued by the Secretary of State under section 9 of that Act);
<b>Agreement</b>	means the Terms and Conditions, the Schedules to the Terms and Conditions and the Agreement Details;
<b>Agreement Details</b>	means the information set out in the 'Agreement Details' form;
<b>Applicable Law</b>	means all applicable laws, statutes and regulations, including by-laws of local or other authorities, and any applicable guidance or codes of practice issued by any governmental body or regulator;
<b>Associated Persons</b>	means in relation to a company, a person (including an employee, agent, subsidiary or sub-contractor) who performs services or supplies goods for or on that company's behalf;
<b>Audit</b>	has the meaning set out in Clause 19.1 (Audit);
<b>Auditor</b>	has the meaning set out in Clause 19.1 (Audit);
<b>Authorisation</b>	means any approval, certificate, authorisation, permission, licence, permit and/or consent necessary from time to time for the provision of the Goods and/or Services;
<b>Background IP</b>	means any Intellectual Property Rights that were or are created or developed by the Supplier or a third party, prior to the Commencement Date, or other than as part of or in relation to the provision of the Goods and/or Services;
<b>Business Day</b>	means a day which is not a Saturday or Sunday or a bank or public holiday in England;
<b>Change of Control</b>	means any change of control within the meaning of section 1124 of the Corporation Tax Act 2010;
<b>Charges</b>	means the charges payable by Post Office in respect of the Goods and/or Services;
<b>Commencement Date</b>	has the meaning set out in the Agreement Details;
<b>Confidential Information</b>	means: <ul style="list-style-type: none"><li>(i) any information that relates to the business, affairs, developments, Intellectual Property Rights, personnel and suppliers of the other party and the other party's Group, which ought reasonably to be considered as confidential, whether or not marked as 'confidential'; and</li><li>(ii) the existence, provisions or subject matter of this Agreement, or any document entered into pursuant to this Agreement, and the negotiations relating to this Agreement; and</li><li>(iii) all information derived from any of the information in paragraphs (i) and (ii) and all Post Office Personal Data shall be Confidential Information of Post Office;</li></ul>
<b>Contract Notice</b>	has the meaning set out in the Agreement Details;
<b>Controller</b>	has the meaning set out in the Data Protection Legislation;

<b>Data Protection Audit</b>	has the meaning set out in Clause 19.2 (Data Protection Audit);
<b>Data Protection Impact Assessment</b>	means an assessment of the impact of the envisaged Processing operations on the protection of Personal Data, as required by the Data Protection Legislation;
<b>Data Protection Legislation</b>	means: <ul style="list-style-type: none"><li>(i) the Data Protection Act 2018;</li><li>(ii) the UK General Data Protection Regulation (Regulation (EU) 2016/679) (the "General Data Protection Regulation" or "GDPR"), as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as may be modified or amended from time to time) and any applicable national implementing Applicable Law as amended from time to time; and</li><li>(iii) all Applicable Law about the processing of Personal Data and privacy including any applicable codes of practice that are issued by a Data Protection Regulator;</li></ul>
<b>Data Protection Regulator</b>	means the Information Commissioner's Office or any successor body and any other supervisory authority with jurisdiction over either party in relating to matters of data protection and privacy;
<b>Data Subject</b>	has the meaning set out in the Data Protection Legislation;
<b>Delivery</b>	means the delivery of the Goods including (if relevant) the off-loading of the Goods from the Supplier's or its carrier's delivery vehicle at the Goods Delivery Location, and receipt by Post Office;
<b>Developed IP</b>	means all Intellectual Property Rights owned by or licensed to the Supplier and used as part of or in relation to the provision of the Goods and/or Services, other than the Background IP;
<b>Documentation</b>	means any warranty, user guide, instruction manual or other form of written document accompanying the Goods and/or Services;
<b>Due Date</b>	means the Goods Due Date and the Services Due Date;
<b>E-Catalogue</b>	means a web or internally hosted resource that provides (i) information on Goods and Services offered by the Supplier under this Agreement and (ii) an electronic ordering and payment facility for Post Office;
<b>Environmental Information Regulations</b>	means the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
<b>FOI Law</b>	means FOIA and/or the Environmental Information Regulations;
<b>FOIA</b>	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
<b>Foreign Public Official</b>	has the meaning set out in section 6(5) of the Bribery Act 2010;
<b>Force Majeure Event</b>	means any event or sequence of events beyond the reasonable control of a party to this Agreement (excluding any strike, lockout or industrial action involving that party's employees) which directly causes that party to be unable to comply with all or a material part of its obligations under this Agreement and provided that event: (a) does not arise from the act, omission or negligence of that party, and (b) could not have been anticipated, or mitigated by means of insurance, contingency planning or other prudent business means;

<b>Good Industry Practice</b>	means using standards, practices, methods and procedures and exercising that degree of care, skill, diligence, prudence and foresight which would be reasonably expected from a supplier experienced in the provision of goods and services similar to or the same as all or any of the Goods and/or Services;
<b>Goods</b>	means if stated to be applicable in the Agreement Details, the goods specified in Schedule 2 (Goods) together with any goods or deliverables which are provided as part of the Services, including the Documentation and all products, equipment, documents, databases, software and other materials in any form or media;
<b>Goods Delivery Location</b>	has the meaning set out in Schedule 2 (Goods);
<b>Goods Due Date</b>	has the meaning set out in Schedule 2 (Goods) or such other date as notified to the Supplier by Post Office;
<b>Goods Specification</b>	has the meaning set out in Schedule 2 (Goods);
<b>Goods Warranty Period</b>	means 12 months or such other period of time as set out in Schedule 2 (Goods);
<b>Group</b>	means a company: <ul style="list-style-type: none"><li>(i) and any Subsidiary of that company; and</li><li>(ii) the ultimate Holding Company of that company; and</li><li>(iii) every other company which is a Subsidiary of the same ultimate Holding Company; in each case from time to time;</li></ul>
<b>Holding Company</b>	shall have the meaning set out in section 1159 of the Companies Act 2006;
<b>Implementation Plan</b>	means, if stated to be applicable in the Agreement Details the implementation plan set out in Schedule 4 (Implementation Plan);
<b>Information</b>	has the meaning set out in section 84 of the FOIA;
<b>Initial Term</b>	has the meaning set out in the Agreement Details;
<b>Intellectual Property Rights</b>	any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trade marks, registered designs, domain names, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists, procedures, particulars of customers, marketing methods, procedures, advertising literature, including the "look and feel" of any websites;
<b>Invoice Date</b>	has the meaning set out in Schedule 6 (Charges);
<b>Liabilities</b>	means all liabilities, losses, demands, claims, damages, amounts agreed upon in settlement, fines, costs and expenses (including all legal and other professional fees, expenses and disbursements);
<b>Location</b>	means the Goods Delivery Location and the Services Location;
<b>New Service Provider</b>	means any new provider of goods and/or services to Post Office similar to the Goods and/or Services or any part thereof, or Post Office;
<b>Notification</b>	has the meaning given to it in Clause 12.16 (Data Protection);
<b>Outgoing Employee any Supplier Personnel</b>	whose contract of employment will transfer under TUPE to New Service Provider on the Transfer Date;
<b>Persistent Service Failure</b>	if Service Levels are stated to be applicable in the Agreement Details, has the meaning set out in Schedule 5 (Service Levels);

<b>Personal Data</b>	has the meaning given to it in the Data Protection Legislation;
<b>Portal</b>	means Post Office's online supplier portal as may be updated or changed by Post Office from time to time;
<b>Post Office</b>	has the meaning set out in the Agreement Details;
<b>Post Office Liability Cap</b>	has the meaning set out in the Agreement Details;
<b>Post Office Materials</b>	means: <ul style="list-style-type: none"><li>(i) all products, equipment, documents, databases, software and other materials in any form or media which Post Office provides to the Supplier in order for the Supplier to provide the Goods and/or Services;</li><li>(ii) all Intellectual Property Rights contained in paragraph (i); and</li><li>(iii) any Developed IP, excluding all Trade Marks;</li></ul>
<b>Post Office Personal Data</b>	means the Personal Data Processed by the Service Provider (or its sub-contractors) under or in connection with this Agreement;
<b>Post Office Policies</b>	means the Post Office policies notified to the Supplier from time to time by Post Office;
<b>Post Office Representative</b>	means the Post Office representative as set out in the Agreement Details, or any replacement representative as notified to the Supplier in accordance with Clause 24 (Notices);
<b>Previous Supplier</b>	means any previous provider of goods and/or services to Post Office similar to the Goods and/or Services or any part thereof;
<b>Processing</b>	has the meaning given to it in the Data Protection Legislation and the words Process and Processed shall be construed accordingly;
<b>Processor</b>	has the meaning set out in the Data Protection Legislation;
<b>Records</b>	has the meaning given to it in Clause 17 (Record Keeping);
<b>Regulatory Request</b>	means any request for information, assistance, cooperation or otherwise for any reason from any governmental, statutory, regulatory authority or agency of competent jurisdiction including any body which has the responsibility of supervising and/or regulating a party to this Agreement including any Relevant Authority;
<b>Relevant Authority</b>	means any court and any local, national or supra-national agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom, in each case with relevant jurisdiction over the Goods and/or Services and/or the parties;
<b>Relevant Requirements</b>	means all Applicable Law relating to anti-bribery and anti-corruption including the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010;
<b>Renewal Term</b>	means the period set out in the Agreement Details;
<b>Representatives</b>	means the Post Office Representative and the Supplier Representative;
<b>Request for Information</b>	means a request for information under the FOI Law;
<b>Review Period</b>	means the period set out in Schedule 5 (Service Levels);
<b>Security Measures</b>	has the meaning set out in Clause 12.6 (Data Protection);

<b>Service Credits Failure</b>	means if Service Levels are stated to be applicable in the Agreement Details has the meaning set out in Schedule 5 (Service Levels) if stated to be applicable in the Agreement Details;
<b>Service Level</b>	means, if stated to be applicable in the Agreement Details, the service levels set out in Schedule 5 (Service Levels);
<b>Service Level Failure</b>	if Service Levels are stated to be applicable in the Agreement Details has the meaning set out in Schedule 5 (Service Levels);
<b>Service Transfer</b>	a transfer of the Goods and/or Services (or any part of the Goods and/or Services) from the Supplier to New Service Provider;
<b>Services</b>	means, if stated to be applicable in the Agreement Details, services to be provided by the Supplier, including (if stated to be applicable in the Agreement Details) the provision of the E-Catalogue;
<b>Services Due Date</b>	has the meaning set out in Schedule 3 (Services (Excluding Goods)) or such other date as notified by Post Office to the Supplier;
<b>Services Location</b>	has the meaning set out in Schedule 3 (Services (Excluding Goods));
<b>Services Specification</b>	has the meaning set out in Schedule 3 (Services (Excluding Goods));
<b>Specification</b>	means the Goods Specification and/or the Services Specification;
<b>Subsidiary</b>	shall have the meaning set out in section 1159 of the Companies Act 2006;
<b>Supplier</b>	has the meaning set out in the Agreement Details;
<b>Supplier Liability Cap</b>	has the meaning set out in the Agreement Details;
<b>Supplier Personnel</b>	means the Supplier's employees, contractors, sub-contractors and agents (including their employees, contractors and agents) who are engaged in the provision of the Goods and/or Services from time to time;
<b>Supplier Representative</b>	means the Supplier representative as set out in the Agreement Details, or any replacement as notified to Post Office in accordance with Clause 24 (Notices);
<b>Supplier's Final Personnel List</b>	means a list of all the Supplier's Personnel engaged in or wholly or mainly assigned to the provision of the Goods and/or Services or any part of the Goods and/or Services at the Transfer Date;
<b>Supplier's Provisional Personnel List</b>	means a list prepared and updated by the Supplier of all the Supplier Personnel engaged in, or wholly or mainly assigned to, the provision of the Goods and/or Services or any part of the Goods and/or Services at the date of preparation of the list;
<b>Term</b>	means the Initial Term and any Renewal Terms;
<b>Third Party Materials</b>	if stated to be applicable in the Agreement Details, the materials set out in Schedule 8 (Third Party Materials) including all Intellectual Property Rights contained in those materials;
<b>Trade Marks</b>	means the Post Office trade marks as set out in the Annex to Schedule 7 (Trade Mark Licence);
<b>Transfer Date</b>	the date on which the Goods and/or Services (or any part of the Goods and/or Services) transfer from the Supplier to New Service Provider;
<b>Transferring Employees</b>	any employees of Post Office whose contract of employment will transfer under TUPE to the Supplier on the Commencement Date;
<b>TUPE</b>	means the Transfer of Undertakings (Protection of Employment) Regulations 2006; and

**VAT** means value added tax as provided for in the Value Added Tax Act 1994 and legislation (whether delegated or otherwise) supplemental thereto.

1.2 In this Agreement:

- 1.2.1 reference to: (i) a Clause or Schedule is a reference to a clause of, or a schedule to, this Agreement, (ii) to a paragraph is reference to a paragraph in a Schedule, and (iii) an Annex is an annex to a Schedule;
- 1.2.2 reference to a party is a reference to a party to this Agreement including permitted assigns;
- 1.2.3 reference to a day (and not a Business Day) is to a calendar day;
- 1.2.4 the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 1.2.5 reference to this Agreement or any other document are to this Agreement or that document as amended from time to time;
- 1.2.6 the headings in this Agreement do not affect its interpretation; and
- 1.2.7 reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it.

**SCHEDULE 2 - GOODS (Not applicable)**

**SCHEDULE 3 - SERVICES**

**SERVICES**

As per letter attached.



2023.09.29 PO SOW  
with GTE - GT mark-up

**SERVICES SPECIFICATION**


**SERVICES DUE DATE**

**SERVICES LOCATION**

**SCHEDULE 4 - IMPLEMENTATION PLAN (Not applicable)**

**SCHEDULE 5 - SERVICE LEVELS (Not applicable)**

**SCHEDULE 6 - CHARGES**

<b>OPEN BOOK</b>	<b>Applicable ☐</b>	<b>Not applicable ☐</b>
<b>Fixed Charges</b>		
<b>Description</b>	<b>Amount (£)</b>	<b>Invoice Date</b>
 GT Fee Proposal - FNAL.xlsx	Fixed Price: <b>IRRELEVANT</b>	

**SCHEDULE 7 - TRADE MARK LICENCE****1. DEFINITIONS AND INTERPRETATION**

1.1 In this Schedule 7 (Trade Mark Licence), unless the context otherwise requires:

- 1.1.1 Artwork means all images, text, type, proofs, illustrations, graphic work, products, packaging, website, text and layout of any advertisements, promotional material or publications reproduced from or incorporating the Trade Marks;
- 1.1.2 Brand Manual means Post Office's brand manual updated from time to time; and
- 1.1.3 Territory means the United Kingdom.

**2. LICENCE**

- 2.1 Post Office hereby grants to the Supplier a non-exclusive, revocable, non-transferrable, royalty-free licence to use the Trade Marks in the Territory in accordance with the Brand Manual, and as strictly necessary for the purpose of performing its obligations under the Agreement.
- 2.2 Notwithstanding Clause 29.4 (Variation), Post Office may, at its sole discretion, on written notice to the Supplier add to or delete any of the entries in the Annex to this Schedule 7 (Trade Mark Licence).

**3. OWNERSHIP**

- 3.1 The Supplier acknowledges that Post Office is the owner of the Trade Marks.
- 3.2 The Supplier shall include the following acknowledgement in close proximity to the Trade Marks or in an appropriate "Acknowledgements" section:
  - 3.2.1 "Trade Marks of Post Office Limited used under licence";
  - 3.2.2 "All rights reserved"; or
  - 3.2.3 such other statement as notified in writing to the Supplier by Post Office.
- 3.3 The Supplier shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the Trade Marks or the reputation or goodwill associated with the Trade Marks or Post Office or that may invalidate or jeopardise any registration of the Trade Marks.
- 3.4 The Supplier shall not apply for, or obtain, registration of:
  - 3.4.1 the Trade Marks for any goods or services in any country; or
  - 3.4.2 any trade or service mark in any country which consists of, or comprises, or is confusingly similar to, the Trade Marks.
- 3.5 Any goodwill derived from the use by the Supplier of the Trade Marks shall accrue to Post Office. If requested by Post Office the Supplier shall promptly assign such goodwill to Post Office in accordance with Clause 29.8 (Further Assurance).

**4. TERMS OF USE**

- 4.1 The Supplier shall:
  - 4.1.1 use the Trade Marks only as expressly permitted in this Agreement and the Brand Manual in the form set out in the Annex to this Schedule 7 (Trade Mark Licence) or as otherwise stipulated from time to time by Post Office;
  - 4.1.2 comply with Post Office's requirements as to the colours and size of representations of the Trade Marks and their position and manner of use; and
  - 4.1.3 ensure that the reproduction of the Trade Marks will be accurate and of high quality.

4.2 If Post Office permits the Trade Marks to be featured on a website, the Supplier shall ensure that terms and conditions of use are displayed on such website and that such terms include a clause which provides that no Trade Marks may be copied or reproduced in any way without Post Office's express written permission.

4.3 The Supplier shall not use:

4.3.1 any Trade Marks in any way that is liable to mislead the public or which would otherwise be detrimental to or inconsistent with the good name, goodwill, reputation or image of Post Office;

4.3.2 any Trade Marks for any illegal or immoral purpose or in any way which is obscene, indecent, vulgar, unsavoury, defamatory or otherwise offensive or inappropriate;

4.3.3 any imagery or words in relation to Post Office in any way which would or would be likely to bring Post Office into disrepute; and/or

4.3.4 any Trade Marks in conjunction with any other marks or names without Post Office's prior written consent.

4.4 The Supplier shall not create a website or any webpages which include any links or reference to any internet site controlled by Post Office, without Post Office's prior written consent.

## 5. **ARTWORK**

5.1 The Supplier shall not use or reproduce for any purpose, or permit any third party to use or reproduce for any purpose, any Artwork which has not been approved by Post Office.

## 6. **INFRINGEMENT**

6.1 The Supplier shall immediately notify Post Office in writing giving full particulars of any:

6.1.1 actual, suspected or threatened infringement or passing off or misuse of any of the Trade Marks;

6.1.2 actual or threatened claim that any of the Trade Marks is invalid;

6.1.3 actual or threatened opposition to any of the Trade Marks;

6.1.4 claim made or threatened that use of any of the Trade Marks infringes the rights of any third party;

6.1.5 any person applies for, or is granted, a registered trade mark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to the Supplier under this Agreement; or

6.1.6 any other form of attack, charge or claim to which any of the Trade Marks may be subject.

6.2 In respect of any of the matters listed in the above paragraph 6.1 of this Schedule 7 (Trade Mark Licence):

6.2.1 Post Office shall, in its absolute discretion, decide what action, if any, to take;

6.2.2 Post Office shall have exclusive control over, and conduct of, all claims and proceedings;

6.2.3 the Supplier shall not make any admissions other than to Post Office and shall provide Post Office with all assistance that it may reasonably require in the conduct of any claims or proceedings; and

6.2.4 Post Office shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action.

6.3 The provisions of section 30 of the Trade Marks Act 1994 (or equivalent legislation in any jurisdiction) are expressly excluded.

6.4 Nothing in this Agreement shall constitute any representation or warranty that:

6.4.1 any Trade Mark is valid;

6.4.2 any Trade Mark (if an application) shall proceed to grant or, if granted, shall be valid; or

6.4.3 the exercise by the Supplier of rights granted under this Agreement will not infringe the rights of any person.

## 7. **TERMINATION**

7.1 Post Office may terminate the licence granted at paragraph 2.1 of this Schedule 7 (Trade Mark Licence) at any time on not less than 5 Business Days' written notice to the Supplier.

7.2 Following termination in accordance with paragraph 7.1 of this Schedule 7 (Trade Mark Licence) the Supplier shall:

7.2.1 immediately cease using any Trade Marks;

7.2.2 remove any Trade Marks or Artwork from public display; and

7.2.3 promptly deliver to Post Office any and all documents and other materials: (a) supplied to the Supplier by, or on behalf of, Post Office in connection with the Trade Marks; and (b) bearing the Trade Marks.

7.3 Termination of the licence granted at paragraph 2.1 of this Schedule 7 (Trade Mark Licence) shall not effect this Agreement which shall continue in full force and effect.

## 8. **INDEMNITY**

8.1 The Supplier shall indemnify and keep Post Office and the Post Office's Group indemnified against all Liabilities incurred or suffered by Post Office and/or the Post Office's Group howsoever arising (unless such Liabilities are caused by Post Office's acts or omissions or caused by the Supplier following Post Office's direct instructions) as a result of or in connection with the Supplier's breach or negligent performance or non-performance of this Schedule 7 (Trade Mark Licence).

**ANNEX**  
Trade Marks

MARK	REGISTERED (YES/NO)	APPLICATION OR REGISTRATION NUMBER	DATE OF APPLICATION OR REGISTRATION	CLASSES	SPECIFICATION

**SCHEDULE 8 - THIRD PARTY MATERIALS (Not applicable)**

**SCHEDULE 9 - INFORMATION SECURITY****1. SECURITY INFRASTRUCTURE**

- 1.1 The Supplier shall adhere to the relevant parts of the Post Office information security framework and co-operate with Post Office to assist Post Office in complying with those policies and standards:
- 1.1.1 the Supplier shall comply with the security policies and standards, as the same may be amended from time to time; and
  - 1.1.2 such other policies and standards as notified to the Supplier from time to time by Post Office.
- 1.2 The Supplier shall notify Post Office based on the priority of the incident and time frames listed below, inform Post Office in writing if it becomes aware of, or suspects any failure to comply with the requirements in this Schedule 9 (Information Security) and take immediate steps to mitigate the risks of such breach. The Supplier shall rectify such breach and provide evidence to Post Office that the breach has been rectified within 5 Business Days of a request by Post Office.
- 1.2.1 **Immediately:** P1 incident which is service impacting or a data breach
  - 1.2.2 **Within 4 hours:** P2 incident, where is has the potential to become a P1
  - 1.2.3 **Within 8 hours:** P3 incident that is not service impacting or not a data breach
  - 1.2.4 **Within 24 hours:** P4 incident which for information only
- 1.3 The Supplier shall:
- 1.3.1 demonstrate compliance to ISO/IEC 27001 or an equivalent standard, ensuring that any Statement of Applicability details how the security controls in place meet the standard and are in support of the service(s) being delivered to the Post Office;
  - 1.3.2 where applicable comply with and shall have a program to assure continued compliance with, or enter into an agreement with a third party provider of payment processing services that requires compliance with, the relevant Payment Card Industry Security Standards (PCIDSS, PADSS, P2PE, PTS etc.) published by the PCI Security Standards Council, as the PCI Security Standard Council (SSC) may be amended, supplemented, or replaced from time to time;
  - 1.3.3 report in writing to Post Office, at a minimum annually, proof (by the presentation of its Attestation of Compliance or similar certificate) of such compliance with the relevant PCI SSC standards; and
  - 1.3.4 If the Supplier becomes aware that it or its service provider is not in compliance with PCI SSC standards for any reason, They shall inform Post Office in writing the non-compliance or likely non-compliance, in accordance with the timelines set out in paragraph 1.2.
- 1.4 The Supplier acknowledges that Post Office places great emphasis on the reliability of the performance of the deliverables, confidentiality, integrity and availability of information and consequently on security.
- 1.5 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 1.5.1 is in accordance with Applicable Law and this Agreement;
  - 1.5.2 as a minimum demonstrates Good Industry Practice; and
  - 1.5.3 meets any specific security threats of immediate relevance to the deliverables .
- 1.6 The Supplier shall:
- 1.6.1 cooperate and coordinate with Post Office or its nominated agents on security matters;
  - 1.6.2 provide assurance of its and its supply chain processes via the Security Management Plan in paragraph 2 below;

- 1.6.3 ensure that any sub-contractors are subjected to the same controls are placed upon them as are contained within this Schedule 9 (Information Security);
- 1.6.4 in addition to the requirements at Clause 10 (Supplier Personnel), ensure that it performs adequate screening on all Supplier Personnel with access to Post Office data, to at least to UK Government baseline personnel security standard (BPSS);
- 1.6.5 consider information security in all changes to systems; and
- 1.6.6 all information is classified according to Post Office's Classification Standard (available from Post Office on request).

## 2. SECURITY MANAGEMENT PLAN

- 2.1 The Supplier shall produce within 90 days of the date of this Agreement, a full security management plan (SMP) for approval by Post Office to cover all services to be provided which shall, as a minimum:
  - 2.1.1 identify all information that is to be provided to or processed by the Supplier and how such information is accessed and protected;
  - 2.1.2 detail the process for managing any security risks from Subcontractors and third parties authorised by Post Office with access to the deliverables, processes associated with the provision of the deliverables; and
  - 2.1.3 include incident management processes.
- 2.2 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
  - 2.2.1 emerging changes in Good Industry Practice;
  - 2.2.2 any change or proposed change to the deliverables and/or associated processes;
  - 2.2.3 where necessary in any change to the Security Policy;
  - 2.2.4 any new perceived or changed security threats; and
  - 2.2.5 any reasonable change in requirements requested by Post Office.
- 2.3 The route to approval is the Supplier shall send the completed SMP document, via secure means, to Information Protection and Assurance, and IT Security. Post Office security departments will then liaise with the Supplier until an acceptable document has been created.
- 2.4 Once agreed, the completed SMP forms part of this Agreement.

## 3. REPORTING AND CERTIFICATION

- 3.1 The Post Office has the right to request evidence from the Supplier to demonstrate how the Supplier is meeting its obligations within this Agreement at no additional cost.
- 3.2 The Supplier shall be independently assessed against ISO/IEC 27001 and ISO/IEC 27002 or an equivalent standard on an annual basis for the service(s) being delivered to the Post Office.
- 3.3 The Supplier shall take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or trojans, spyware or other malware) into systems, data, software or Post Office's Confidential Information (held in electronic form) owned by or under the control of, or used by, Post Office.

## 4. PROSECUTION SUPPORT

- 4.1 The Supplier shall provide Post Office with assistance in criminal proceedings and investigations as Post Office may reasonably require from time to time, including though not limited to the provision of information, records and customer data produced or created during the term of this Agreement.
- 4.2 At the request of Post Office the Supplier shall retain information, records and customer data for the duration of any criminal proceedings and investigation notwithstanding the normal retention period of that information, record or customer data.

## 5. SECURITY TESTING

- 5.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the contract) and additionally after any change or amendment to the service. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Post Office. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.
- 5.2 Post Office shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide Post Office with the results of such Security Tests (in a form approved by Post Office in advance) as soon as practicable after completion of each Security Test.

## 6. AUDIT

- 6.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
- 6.1.1 logs to facilitate the identification of the specific asset which makes every outbound request external to the infrastructure environment (to the extent that the infrastructure environment is within the control of the Supplier). To the extent the design of the deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers;
  - 6.1.2 security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software; and
  - 6.1.3 penetration testing shall be carried out at the vendors cost (scheduled annually as a minimum) or demonstrate continuous scanning / analysis by automation of tooling. Penetration test results must be provided to Post Office within 1 calendar month of the annual assessment.
- 6.2 The Supplier must pay the costs of remediation/s of any element (in accordance to Post Office information security policies and standards), if discovered from the Penetration test, within 3 calendar months.
- 6.3 The Supplier must provide access to security related logs against all assets/services where Post Office Intellectual Property is processed and/or stored, in the form of ingestible logs into a SIEM tooling.
- 6.4 The Supplier and Post Office shall work together to establish any additional audit and monitoring requirements for the Infrastructure Environment.
- 6.5 The Supplier shall retain audit records collected in compliance with this paragraph 6 for a period in accordance with agreed policy.

## 7. SECURITY BREACH

- 7.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any breach of security or any potential or attempted breach of security.
- 7.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 7.1, the Supplier shall:
- 7.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by Post Office) necessary to:
  - 7.2.2 minimise the extent of actual or potential harm caused by any breach of security;
  - 7.2.3 remedy such breach of security to the extent possible and protect the integrity of Post Office and the provision of the Goods and/or Services to the extent within its control against any such breach of security or attempted breach of security;
  - 7.2.4 prevent an equivalent breach in the future exploiting the same cause failure; and

7.2.5 as soon as reasonably practicable provide to Post Office, where Post Office so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the breach of security or attempted breach of security, including a cause analysis where required by Post Office.

7.3 In the event that any action is taken in response to a breach of security or potential or attempted breach of security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to Post Office.

**SCHEDULE 10 - DATA PROTECTION**

## Data Processing Instructions

Particulars	Details in connection with the Agreement
<b>Data Subjects</b>	Post Office directors and employees
<b>Type of Personal Data</b> <i>[E.g. name, telephone contact details, postal address, IP addresses, email address, call recordings, CCTV footage etc.]</i>	Work contact details, including name and e-mail address, views and opinions, employment related information such as role/designation
<b>Categories of Special Category Data</b> <i>[I.e. does the Personal Data (identified above) reveal any of the following: racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, or is the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation E.g. the monitoring forms collect the racial and ethnic origin of the data subject. If none, put N/A]</i>	None
<b>Processing Purposes</b>	Providing support to the Post Office's Governance review, including surveying senior management and providing summary report
<b>Nature of Processing</b> <i>[E.g. storage solutions services, data validation, printing services etc.]</i>	Collection, storage, data analysis, retention and deletion.
<b>Duration of Processing</b>	<p>The Personal Data will be collected and analysed during the course of the services, which is expected to be no longer than 4 months.</p> <p>The report produced by Grant Thornton will contain Personal Data which has been anonymised. BoardClic will ensure all open text comments are stripped of all roles/identifying information and are completely anonymous.</p> <p>Following termination of the agreement with BoardClic, the data will be deleted after ninety (90) days.</p> <p>Following completion of the services, Grant Thornton will delete data after 7 years.</p>

## Details of agreed sub-contractors who process Post Office Personal Data (including Supplier's own group or third party affiliates or sub-contractors) and authorised transfers outside of the United Kingdom

Name and Address of Legal Entity	Country	Details of Processing	Appropriate safeguards/transfer mechanism as per Chapter V of the GDPR if transfer is outside of the United Kingdom
<b>GRO</b>	Sweden	Processing of director and employee contact details to survey and collect views/opinions. Production of report containing anonymised data.	Adequacy


**SCHEDULE 11 - E-CATALOGUE (Not applicable)**