

EMPLOYER SOW

STATEMENT OF WORK (TERMS AND CONDITIONS)

This statement of work (the “**Statement of Work**” or “**SOW**”) is between the entity identified in the Contract Details as the Employer (the “**Customer**”) and **Capita Pension Solutions Limited** (the “**Contractor**”), which are also referred to in this SOW individually as “**Party**” and jointly as “**Parties**”.

Background:

- (A) The Minister for the Cabinet Office (the “**Authority**”) and the Contractor are parties to an agreement dated 17 NOVEMBER 2023 the “**Agreement**” under which the Contractor provides pension scheme administration and related services in respect of the Civil Service Pension Scheme. The Agreement permits the Contractor to provide pension administration services and related services to the Customer.
- (B) The Customer requires the Services set out in the Contract Details.
- (C) The Customer and the Contractor now wish to enter into this Statement of Work for the provision of Services in accordance with the terms set out in this Statement of Work.

1. DEFINITIONS

- 1.1 In this SOW, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in the table immediately below:

“ Bulk Transfer ”	a transfer of pension rights between one occupational scheme and another and another on behalf of a group of staff transferring between one Employer and another of two (2) or more Members into or out of the Scheme;
“ Central Government Body ”	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none">(a) Government Department;(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);(c) Non-Ministerial Department; or(d) Executive Agency;
“ Charges ”	means the Charges payable by the Customer for the Services provided under this SOW as set out in the Contract Details and in accordance with Clause 7 (Charges);
“ CM&CWG ”	Change Management and Commercial Working Group means the body chaired by the Authority responsible for overseeing the provisions of pension administration services in respect of the Civil Service Pension Scheme;

“Confidential Information”	<p>(a) Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this SOW that relates to:</p> <ul style="list-style-type: none"> (i) the Disclosing Party Group; or (ii) the operations, business, affairs, developments, Intellectual Property Rights, trade secrets, know-how and/or personnel of the Disclosing Party Group; <p>(b) other Information provided by the Disclosing Party pursuant to or in anticipation of this SOW that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient’s attention or into the Recipient’s possession in connection with this SOW;</p> <p>(c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this SOW and all matters arising therefrom; and</p> <p>(d) Information derived from any of the above;</p>
“Controller”	has the meaning given in Annex B (<i>Data Processing & Confidentiality Terms</i>);
“Contract Details”	means the SOW information set out in Annex A (<i>Contract Details</i>) to this SOW;
“Contractor Personnel”	means all directors, officers, employees, agents, consultants and contractors of the Contractor engaged in the performance of its obligations under this SOW;
“CSCS”	means the Civil Service Compensation Scheme;
“Customer Data”	<p>(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <ul style="list-style-type: none"> (iii) supplied and/or otherwise made available to the Contractor and/or any sub-contractor by or on behalf of the Customer; and (iv) which the Contractor and/or any person acting on behalf of the Contractor (including any sub-contractors) is required to generate, process, store or transmit pursuant to or in connection with this SOW; or <p>any Personal Data for which the Customer is the Controller;</p>
“Customer Premises”	premises owned, controlled or occupied by the Customer and/or any Central Government Body which are made available for use by the Contractor or its sub-contractors for provision of the Services (or any of them);

“Data Protection Legislation”	has the meaning give in Annex B (<i>Data Processing & Confidentiality Terms</i>);
“Default”	means any breach of the terms of this SOW or any other default, act, omission, negligence or statement in relation to this SOW in respect of which one Party is liable to the other;
“Disclosing Party Group”	(a) where the Disclosing Party is the Contractor, the Supplier and any Affiliates of the Supplier; and (b) where the Disclosing Party is the Customer, the Customer and any Central Government Body with which the Customer or the Contractor interacts in connection with this SOW;
“End Date”	means the date as set out in the Contract Details;
“Employer Optional Services”	means the Services set out or referred to at Part 2 (<i>Employer Optional Services</i>) of the Contract Details;
“Employer Specific Services”	means the Services set out or referred to at Part 1 (<i>Employer Specific Services</i>) of the Contract Details;
“Employment Regulations”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
“Information”	all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);
“IPR” or “Intellectual Property Rights”	means: (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information; (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and (c) all other rights having equivalent or similar effect in any country or jurisdiction;
“Losses”	losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
“Member”	means a person who is accruing or has accrued benefits in a Scheme;

“Processor”	has the meaning given in Annex B (<i>Data Processing & Confidentiality Terms</i>);
“Project IPR”	means any data, documents, plans, images, diagrams, information or materials in which Contractor IPR subsists created specifically for the purposes of this SOW, but excluding any software, provided to the Customer in the fulfilment of the Contractor's obligations under this SOW;
“Replacement Contractor”	means any person or body replacing the Contractor and who performs the Services or any part of the Services or services which are the same or materially similar to the Services (or any part of them) after the expiry or earlier termination of this SOW;
“Scheme”	means the applicable pension or compensation scheme in respect of which the Contractor is providing the Services;
“Scheme Administrator”	means the Contractor;
“Service Level Effective Date”	has the meaning given in the Contract Details;
“Service Levels”	means the levels of service set out or referred to in Clause 5 (Service Levels);
“Services”	means the Employer Specific Services and/or the Employer Optional Services that the Contractor shall provide to the Customer as set out or referred to in the Contract Details;
“SOW Year”	means: (a) a period of 12 months commencing on the Start Date; or (b) thereafter a period of 12 months commencing on each anniversary of the Start Date;
“Start Date”	means the date on which this SOW takes effect in accordance with its terms as set out in the Contract Details;
“Supporting Documentation”	sufficient information in writing to enable the Customer reasonably to assess whether the Charges, reasonable expenses (as specified in the Contract Details) and other sums due from the Customer detailed in the information are properly payable, including copies of any applicable receipts;
“Term”	shall have the meaning attributed to it in Clause 2 (Duration); and
“Work Day”	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
“Work Hours”	the hours spent by the Contractor Personnel properly working on the Services including time spent travelling (other than to and from the Contractor's offices, or to and from the Sites) but excluding lunch breaks.

“Working Day”	means any day other than a Saturday, Sunday or public holiday in England and Wales.
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- 1.2 In this SOW, unless the context otherwise requires: (i) the singular includes the plural and vice versa; (ii) unless otherwise provided a reference to a “Clause” shall be a reference to a Clause of this SOW; (iii) reference to a gender includes the other gender; and (iv) the neuter and the words “**including**”, “**other**”, “**in particular**”, “**for example**” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “**without limitation**”;
- 1.3 In this SOW the headings in this SOW are for ease of reference only and shall and shall not affect the interpretation or construction of this SOW.

2. DURATION

This SOW shall commence on the Start Date and shall expire on the End Date, unless terminated earlier in accordance with Clause 15 (*Termination*) (the “**Term**”).

3. SERVICES

- 3.1 From the Start Date:
- 3.1.1 the Contractor shall provide the Services to the Customer in accordance with the terms of this SOW and as otherwise agreed between the Parties; and
- 3.1.2 the Customer shall pay to the Contractor the Charges in accordance with the terms of this SOW.
- 3.2 The Parties shall liaise and work in partnership with each other in good faith in relation to the provision of the Services.

4. WARRANTIES

- 4.1 Each Party warrants, represents and undertakes:
- 4.1.1 that it has full capacity and authority to enter into and to perform this SOW;
- 4.1.2 it shall at all times comply with applicable law and regulations in carrying out its obligations under this SOW; and
- 4.1.3 it shall have the necessary Intellectual Property Rights in any materials (including software) provided to the other Party in performance of the obligations or receipt of Services under this SOW.
- 4.2 The Contractor warrants, represents and undertakes for the duration of the Term that it shall discharge its obligations under this SOW with all due skill, care and diligence to the standard of a reasonable and prudent pension administrator and all Contractor Personnel discharging the Contractor's obligations under this SOW shall have the skill, experience and qualifications reasonably required to perform the Services.
- 4.3 Except as expressly stated in this SOW, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

5. SERVICE LEVELS

- 5.1 The applicable Service Levels, as set out in this Clause 5 and/or as varied and/or supplemented in the Contract Details, shall apply from their respective Service Level Effective Dates.
- 5.2 Following the relevant Service Level Effective Date, the measurement period for each Service Level shall not commence until the Contractor receives information that is

sufficiently complete, accurate, up-to-date and authorised by the appropriate party ("**Valid**") for the Contractor to provide the relevant Services.

- 5.3 Subject to Clauses 5.1 and 5.2, if the Contractor is delivering any of following services to the Customer, it shall deliver them in accordance with the applicable Service Levels set out below except where the Contractor and the Customer have agreed different Service Levels (which could be longer or shorter periods) under the Contract Details:

5.3.1 Quotes

Subject to Clause 5.3.5 (*Bulk Transfer Services*) in respect of quotes for Bulk Transfers the Contractor shall provide to the Customer an illustration of Civil Service Compensation Scheme ("**CSCS**") benefits within twenty (20) Working Days from receipt of a request in 100% of cases;

5.3.2 Pay new and ongoing awards

5.3.3 Where:

- (a) the Contractor receives a Valid request for a new CSCS award ten (10) or more Working Days before the due date being one day after the Member's last day of employment before retirement or leaving service ("**LDS**"), the Contractor shall ensure that payment is received by the Member by the due date in 100% of cases; and
- (b) the Contractor receives a Valid request for a new CSCS award less than ten (10) Working Days before the due date being one day after the LDS, the Contractor shall issue the relevant payment:
 - (1) within three (3) days of processing the CSCS award or by the due date if later in eighty-five per cent (85%) of cases; and
 - (2) within five (5) days of processing the CSCS award or by the due date if later in one hundred (100%) of cases.

- 5.3.4 Following revision of a CSCS award, the Contractor shall put into effect the revised CSCS award for payment within five (5) Working Days of processing a revised CSCS award or by due date if later in one hundred per cent (100%) of cases.

5.3.5 Bulk Transfer Services

The Service Levels for any Bulk Transfer Services shall be as agreed in the Contract Details.

5.4 Reporting

- 5.4.1 During the Term, the Contractor shall report to the Customer on its performance against the Service Levels in accordance with the Service Level reporting requirements set out or referred to in the Contract Details.

- 5.4.2 The Contractor shall set out in the Contract Details:

- (a) an agreed implementation plan for performing the Services and completion of this SOW;
- (b) details of a SOW implementation tracking process and a process for confirmation of costs prior to issue of invoice(s).

6. CUSTOMER RESPONSIBILITIES AND RELIEF

- 6.1 The Customer shall provide the Contractor with access to its personnel and records where reasonably requested for the purposes of providing the Services.
- 6.2 The Customer shall ensure that its HR and payroll systems produce data in a format that is compatible with the Contractor's pension administration system. The Contractor shall support the Customer in the implementation of suitable interfaces from HR and payroll systems without charge during the initial transition of the Services from a former supplier to the Contractor, including by answering queries in relation to HR/payroll interfaces and providing details of interface specifications for passing data to the Contractor. Any additional support required by the Customer during the Term as a result of any change by the Customer of its payroll provider shall be additionally chargeable on a time and materials basis and calculated in accordance with the rate card set out at Clause 7.3 (*Time and materials Charges*), and the Charges shall be agreed in advance in writing by the Parties.
- 6.3 The Customer shall provide as much notice as is reasonably practicable of pending business decisions and changes to policies and procedures which are likely to impact on the provision of the Services by the Contractor so that the Contractor is, where practicable, able to plan its business accordingly.
- 6.4 The Customer will collect, remit and provide documentation, data and/or information which is sufficiently complete, accurate, up-to-date and authorised by the appropriate Party to the extent required by the Contractor to deliver the Services provided that the Contractor shall comply with any obligations to carry out data verification in accordance with the Agreement.
- 6.5 If the Contractor would have provided the Services and/or otherwise complied with its obligations under this SOW but has failed to do so as a result of a failure by the Customer to comply with any Customer responsibility under this SOW, the Contractor:
- 6.5.1 will be treated as though the relevant Service had met the relevant Service Level or obligation had been performed;
 - 6.5.2 will not be treated as being in breach of this SOW; and
 - 6.5.3 will continue to invoice the Customer for the Charges, and such invoices shall be payable by the Customer, in accordance with this SOW.

7. CHARGES

7.1 The Civil Service Compensation Scheme

- 7.1.1 Subject to Clause 7.3, the Charges for the CSCS services, if any, will be as set out in the Contract Details and based on the following rates:

CSCS Services	Charge per Member (excluding VAT)
CSCS Service - Quote and Award	[Capita to update]
CSCS Service – Additional Quote	[Capita to update]
Refund of compensation payment on re-employment after redundancy	[Capita to update]

7.2 Bulk transfer services

- 7.2.1 Subject to Clause 7.3, the Charges for Bulk Transfer Services, if any, will be as set out in the Contract Details and based on the following rates:

Bulk Transfer Services	Charge per Member (excluding VAT)
Bulk Transfers IN or OUT of career average scheme or non career average scheme	[Capita to update]

7.3 Time and materials Charges

7.3.1 The Charges for any Services that the Customer requests the Contractor to provide on a time and materials basis shall be calculated in accordance with the following rate card:

Role	Level	Rate
Administration	Senior Administrator	[Capita to update]
	Administrator	[Capita to update]
Business Analyst	Senior Business Analyst	[Capita to update]
	Business Analyst	[Capita to update]
Business Change Manager	N/A	[Capita to update]
Client Manager	N/A	[Capita to update]
Communications	Senior Manager	[Capita to update]
	Delivery Manager	[Capita to update]
	Specialists (eg behavioural insights)	[Capita to update]
Data Analyst	Senior Data Analyst	[Capita to update]
	Data Analyst	[Capita to update]
IT/Systems/Testing	Senior Technician	[Capita to update]
	Technician	[Capita to update]
Solutions Architect / Integration Architect	N/A	[Capita to update]
Operations Manager	N/A	[Capita to update]
Programme Manager	N/A	[Capita to update]
Project Manager	N/A	[Capita to update]
Payroll Administrator	N/A	[Capita to update]

7.3.2 The above rate card is based on a Work Day and where less than 7.5 Work Hours are worked, the applicable Charge shall be pro-rated in accordance with the actual number of hours worked against 7.5 Work Hours for one day of labour.

7.3.3 The Contractor shall provide a detailed breakdown of any time and materials Charges. No risks or contingencies shall apply to the provision of Services for which time and materials Charges apply. The Contractor shall maintain full and accurate records of the time spent by each of the Contractor Personnel in providing the Services and shall produce such records to the Customer for inspection upon the Customer's reasonable request.

7.3.4 In addition to the time and materials Charges, the Contractor shall be entitled to be reimbursed by the Customer for any reasonable out of pocket expenses listed in the Contract Details and properly incurred in the performance of the Services provided that such Reimbursable Expenses are supported by Supporting Documentation.

7.4 **Indexation**

No indexation shall be applied to any Charges due under this SOW.

8. **INVOICING AND PAYMENT**

8.1 The Contractor shall invoice the Customer:

8.1.1 monthly in arrears for Services subject to time and materials Charges; and

8.1.2 as agreed with the Customer under the Contract Details for Services subject to fixed Charges,

and the Customer shall pay the Contractor the undisputed part of any invoice within thirty (30) days of receipt.

8.2 Interest may be charged on any sum due under this SOW in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

8.3 If the Customer reasonably and in good faith believes an invoice includes a sum which is not valid and properly due the Customer shall inform the Contractor as soon as reasonably practicable, describe, in reasonable detail, the reason why the Customer believes that a sum is not valid and properly due and pay the balance of the invoice which is not in dispute to the Contractor within thirty (30) days of the date of the valid replacement invoice.

8.4 Either Party may escalate the matter as a dispute in accordance with Clause 18 (*Escalation*) and once the dispute has been resolved, where either Party is required to make a balancing payment (including in respect of any interest agreed or awarded), it shall do so at the end of the month following the month in which the dispute has been resolved.

9. **TAXES**

The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Customer following delivery of a valid VAT invoice.

10. **SERVICE CONTINUITY PLAN**

10.1 The Contractor shall provide the Customer with a copy of the current business continuity and disaster recovery plan (the "**Service Continuity Plan**") that it has agreed to provide under the Agreement and any updates to it within five (5) Working Days of a reasonable written request from the Customer.

10.2 The Contractor shall comply with the terms of the Service Continuity Plan in respect of the Services and use all reasonable endeavours to avoid and minimise the effect of incidents causing disruption to the provision of the Services.

11. **IPR**

11.1 Nothing in this SOW shall operate to transfer any of the Contractor's IPR to the Customer.

11.2 The Contractor hereby grants, or shall procure the direct grant, to the Customer of a perpetual, royalty free, irrevocable and non-exclusive licence of all Project IPR for any purpose relating to the exercise of the business or functions of the Customer provided in each case that such rights will not extend to commercial exploitation of the Project IPR.

- 11.3 The licence granted in Clause 11.2 includes a right for the Customer to sub-licence to third parties provided that:
- 11.3.1 the sub-licence only authorises the third party to use the Project IPR for the benefit of the Customer or for any purpose relating to the provision and/or receipt of the Services or any replacement or similar services; and
 - 11.3.2 where the third party is not a department, office or agency of the Crown, the third party has entered into a confidentiality undertaking with the Customer on substantially the same terms as the confidentiality provisions under this SOW.

12. IPR INDEMNITY

- 12.1 The Contractor shall at all times, during and after the Term, indemnify the Customer and keep the Customer indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid pursuant to Clause 12.2 by the Customer arising from any claim of infringement (including the defence of such claim infringement) of any IPR used to provide the Services or as otherwise provided by the Contractor (or to which the Contractor has provided access) to the Customer in the fulfilment of its obligations under this SOW ("**IPR Claim**").
- 12.2 The Customer agrees that it will notify the Contractor in writing of any IPR Claim as soon as reasonably practicable, allow the Contractor to conduct all negotiations and proceedings at the Contractor's cost and provide the Contractor with reasonable assistance regarding the IPR Claim requested by the Contractor at the Contractor's cost, and that it shall not, without first consulting with the Contractor, make an admission or settlement relating to the IPR Claim.
- 12.3 If an IPR Claim is made, or the Contractor anticipates that an IPR Claim might be made, the Contractor may, at its own expense and sole option, either procure for the Customer the right to continue using the relevant item which is subject to the IPR Claim or replace or modify the relevant item with a non-infringing substitute.
- 12.4 The provisions of Clauses 12.1 to 12.3 (inclusive) shall not apply in respect of any IPR Claim caused by use by or on behalf of the Customer of the relevant IPR in combination with any item not supplied pursuant to this SOW or the use by the Customer of the relevant IPR in breach of the relevant licence or the provisions of this SOW.

13. DATA PROTECTION & CONFIDENTIALITY

- 13.1 The Parties shall comply with their respective obligations in Annex B (*Data Processing & Confidentiality Terms*) of this SOW.

14. FOIA

- 14.1 The Contractor shall assist and cooperate with the Customer to enable the Customer to comply with its information disclosure obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, as amended or replaced from time to time ("**FOIA Law**"). The Parties acknowledge and agree that where a request for information under FOIA Law relates to the Civil Service Pension Scheme, the provisions of this Clause 14 shall not apply and instead such request for information shall be referred by the Contractor to the Cabinet Office and shall be dealt with pursuant to the Agreement. Where a request for information under FOIA Law relates to this SOW, the Contractor shall:
- 14.1.1 transfer to the Customer all requests for information under such legislation that it receives as soon as practicable and in any event within two (2) Working Days of receipt;

- 14.1.2 provide the Customer with a copy of all information in its possession or power in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may specify) of the Customer's request; and
- 14.1.3 provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to a request for information under such legislation within the time for compliance set out therein.

15. TERMINATION

- 15.1 The Customer may terminate this SOW by giving notice of termination to the Contractor:
 - 15.1.1 if the Contractor commits a material Default which is capable of remedy and fails to remedy such Default within thirty (30) days, or such longer period as may be agreed between the Parties in writing, of receipt of written notice giving particulars of such Default and requiring it to be remedied; or
 - 15.1.2 if the Contractor commits a material Default which is irremediable.
- 15.2 The Contractor may terminate this SOW if the Customer is in material breach of its obligation to pay undisputed Charges under this SOW by giving the Customer sixty (60) days' written notice specifying the breach and requiring its remedy.
- 15.3 If the Agreement, or a relevant part of it, is terminated this SOW will also terminate unless otherwise agreed by the Parties.
- 15.4 On termination or expiry of this SOW the Contractor shall provide to the Customer in a reasonable format all data: (i) supplied to the Contractor by or on behalf of the Customer; (ii) which the Contractor is required to generate or process pursuant to this SOW; and/or (iii) any personal data for which the Customer is the data controller, and remove all such data from its own systems, except as required to comply with legal obligations in respect of record-keeping.

16. LIABILITY

- 16.1 Neither Party limits its liability for:
 - 16.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
 - 16.1.2 fraud or fraudulent misrepresentation by it or its employees;
 - 16.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 16.1.4 any liability to the extent it cannot be limited or excluded by applicable laws.
- 16.2 The Contractor's liability under the indemnities in Clauses 12 (*IPR Indemnity*) and 19 (*Tupe*) is unlimited.
- 16.3 The Customer's liability under the indemnities in Clause 19 (*Tupe*) is unlimited.
- 16.4 Subject to Clauses 16.1, 16.2 and 16.5:
 - 16.4.1 the Contractor's aggregate liability in respect of loss of or damage to the Customer Premises or other property or assets of the Customer (including technical infrastructure, assets or equipment but excluding any loss or damage to the Customer Data or any other data) that is caused by Defaults of the Contractor occurring in each and any SOW Year shall in no event exceed ten million pounds (£10,000,000) unless the Parties expressly agree otherwise in the "Limits on Liability" section of the Contract Details referencing this Clause;

- 16.4.2 the Contractor's aggregate liability in respect of loss of or damage to Customer Data or Losses incurred by the Authority due to breach of the Data Protection Legislation that is caused by Default of the Contractor occurring in each and any SOW Year shall in no event exceed £10,000,000 (ten million pounds) unless the Parties expressly agree otherwise in the "Limits on Liability" section of the Contract Details referencing this Clause;
- 16.4.3 the Contractor's aggregate liability in respect of all other Losses incurred by the Customer under or in connection with this SOW as a result of Defaults by the Contractor shall in no event exceed during any Contract Year the greater of:
- (a) an amount equal to one hundred and fifty per cent (150%) of the Charges paid and/or due to be paid to the Supplier under this SOW in the SOW Year; or
 - (b) an amount equal to one million pounds sterling (£1,000,000),
- unless the Parties expressly agree otherwise in the "Limits on Liability" section of the Contract Details referencing this Clause.
- 16.5 Subject to Clauses 16.1, 16.3 and 16.6 and without prejudice to the Customer's obligation to pay the Charges as and when they fall due for payment the Customer's aggregate liability in respect of all other Losses incurred by the Contractor under or in connection with this SOW as a result of Defaults by the Customer shall in no event exceed during any Contract Year the greater of:
- 16.5.1 an amount equal to the total Charges paid and/or due to be paid to the Supplier under this SOW in the SOW Year; or
- 16.5.2 an amount equal to five million pounds sterling (£5,000,000),
- unless the Parties expressly agree otherwise in the "Limits on Liability" section of the Contract Details referencing this Clause.
- 16.6 Neither Party will be liable to the other Party for any indirect, special or consequential loss or damage, or any loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 16.7 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this SOW, including any Losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this SOW.
- 16.8 Notwithstanding Clause 16.6, the Customer may recover as a direct loss, to the extent arising directly from the Contractor's Default, Losses awarded against the Customer by a court or other tribunal, final settlement or any awards made by the Pensions Ombudsman and fines imposed by a regulatory body.

17. SUB-CONTRACTING

- 17.1 The Contractor may not sub-contract any of its obligations under this SOW without the prior written consent of the Customer.
- 17.2 The Contractor shall remain responsible for all acts and omissions of its sub-contractors and those employed or engaged by the sub-contractors as if they were its own. An obligation on the Contractor to do, or refrain from doing, any thing shall include an obligation upon the Contractor to procure that its sub-contractors do, or refrain from doing, such thing.

18. ESCALATION

In the event the Customer and the Contractor are unable to resolve a dispute in relation to this SOW after negotiating for thirty (30) days, either Party may escalate the matter to the CM&CWG, which will provide reasonable assistance to the Parties in reaching a resolution. The Parties will act reasonably and cooperate in providing the CM&CWG with relevant information.

19. TUPE

The Parties acknowledge and agree that the Employment Regulations will not apply to the Services provided by the Contractor either on the commencement of the provision of Services, at any point during or at the termination of this SOW. If any person asserts or it is found that there has been a relevant transfer for the purpose of the Employment Regulations each Party agrees to indemnify the other (and in the case of the Contractor, it agrees to indemnify any Replacement Contractor also) for any costs, claims, expenses (including reasonable legal expenses) and liabilities incurred in respect of liability arising in relation to or connected with any such assertion or finding incurred as a result of the other Party's acts or omissions or as a result of any claim by or in respect of the other Party's current or former employees.

20. SECURITY

The Contractor shall comply with all the security requirements as set out in the Agreement including Schedule 2.4 (Security Management).

21. FORCE MAJEURE

Either Party to this SOW may claim relief from liability for non-performance of its obligations to the extent this is due to a cause beyond its reasonable control, excluding any industrial dispute relating to that Party or its supply chain or any cause attributable to its wilful act, neglect or against which it has failed to take reasonable precautions.

22. PUBLICITY

The Contractor shall not make any press announcements or publicise this SOW or its contents in any way, or use the Customer's name or brand in any marketing communications, without the prior written consent of the Customer, which shall not be unreasonably withheld or delayed.

23. ASSIGNMENT

Neither Party shall assign, create any trust in relation to or otherwise dispose of its rights or obligations under this SOW without the prior written consent of the other Party.

24. NOTICES

Notices in connection with this SOW shall be in writing and in English. A notice shall be deemed given when delivered in person or three business days after proper mailing to the address of the other Party, or in the case of email, when the email enters the information system of the intended recipient provided that no error message indicating failure is received by the sender.

25. ENTIRE AGREEMENT

- 25.1 This SOW constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes and nullifies any previous agreement between the Parties in relation to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.

25.2 Each Party acknowledges and agrees that in entering into this SOW and the documents referred to in it, it does not rely on, and shall have no remedy in respect of any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this SOW.

25.3 Nothing in this Clause 25 shall operate to exclude any liability for fraud.

26. RELATIONSHIP

Nothing in this SOW is intended to create a partnership, or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party, or to authorise either Party to act as agent for the other Party. Neither Party shall have authority to make representations, act in the name of or on behalf of, or to otherwise bind, the other Party.

27. FURTHER ASSURANCES

Each Party undertakes at the request of the other and at the cost of the requesting Party to do all acts and execute all documents which may be necessary to give effect to the meaning of this SOW.

28. WAIVER

28.1 The rights and remedies provided by this SOW may be waived only in writing in a manner that expressly states that a waiver is intended, which shall only be operative with regard to the specific circumstances referred to.

28.2 The exercise of a right by a Party is without prejudice to the Party's other rights and remedies. Any failure to exercise or delay in exercising a right or remedy by either Party shall not constitute a waiver of that or any other right or remedy.

29. THIRD PARTY RIGHTS

A person who is not a Party to this SOW has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this SOW.

30. VARIATION

No variation of this SOW (or any of the documents referred to in it) shall be valid unless it is in writing (which, for this purpose, does not include email) and signed by or on behalf of each Party. The expression "variation" includes any variation, supplement, deletion or replacement however effected.

31. SEVERANCE

If any provision of this SOW is held illegal or unenforceable, such provision shall be severed without effect to the remaining provisions. If a provision of this SOW that is fundamental to the accomplishment of the purpose of this SOW is held to any extent to be invalid, the Contractor and the Customer shall immediately commence good faith negotiations to remedy that invalidity.

32. SURVIVAL

Clauses 1 (*Definitions*), 9 (*Taxes*), 11 (*IPR*), 12 (*IPR Indemnity*) 13 (*Data Protection*), 14 (*FOIA*), 15 (*Termination*), 16 (*Liability*), 17 (*Sub-contracting*), 18 (*Escalation*), 20 (*Security*), 23 to 33 (inclusive) and Annex B (*Data Processing & Confidentiality Terms*) and its Schedule A (*Details of data to be processed by the Processor on behalf of the Controller*) shall survive the termination or expiry of this SOW and continue in full force and effect.

33. GOVERNING LAW

This SOW shall be governed by and construed in accordance with English law and each Party agrees to submit to the exclusive jurisdiction of the courts of England.

SAMPLE

ANNEX A: CONTRACT DETAILS

Part 1:	Civil Service Compensation Scheme	<input type="checkbox"/> [Employer to complete]
Part 2:	All other Services:	TUPE: <input type="checkbox"/> [Employer to complete]
		Data Extract: <input type="checkbox"/> [Employer to complete]
		Recalculation: <input type="checkbox"/> [Employer to complete]
		Management Information: <input type="checkbox"/> [Employer to complete]
		Other Services: <input type="checkbox"/> [Employer to complete]

Employer Details:

Employer:	[Employer to complete]		
Originator's Name:	[Employer to complete]	Position:	[Employer to complete]
Email Address:	[Employer to complete]	Telephone No:	[Employer to complete]

SOW information:

Start Date:	[Capita to complete]
End Date:	[Capita to complete]
SOW implementation plan:	[Capita to complete]
Process for reporting on SOW implementation performance:	[Capita to complete]
Limits on liability:	[insert revised liability position if different to Clause 16 of this SOW]
Charges:	[Capita to complete]
Process for the Contractor to provide confirmation of costs prior to issue of invoice(s):	[Capita to complete]

Reasonable out of pocket expenses:	[Capita to complete]	
Service Levels:	Bulk Transfer Services:	[Capita to complete]
	Others:	[Capita to complete]
Service Level Effective Date:	[Capita to complete]	
Reporting requirements for Service Levels:	[Capita to complete]	

Invoice Details:

Contact for Invoicing:	[Employer to complete]	Position:	[Employer to complete]
Email Address:	[Employer to complete]	Telephone No:	[Employer to complete]
Purchase Order Number:	[Employer to complete]		
Full Postal Address:	[Employer to complete]		

Part 1: Employer Specific Services

Civil Service Compensation Scheme (CSCS)

Table 1: Scheme Details:

Cabinet Approval Scheme Reference:	[Employer to complete]
Number of quotes requested:	[Employer to complete]
Number of awards requested:	[Employer to complete]
Grades of members if known:	[Employer to complete]
Tariff as agreed by Cabinet Office if other than Standard:	[Employer to complete]
Lower paid underpin applied (if Voluntary Exit ("VE")):	[Employer to complete]
Early access to pension applied (if VE):	[Employer to complete]
Discretion to vary qualifying service applied (if VE or Voluntary Redundancy ("VR")):	[Employer to complete]
Members with Reserved Rights (please supply list):	[Employer to complete]
Additional permanent/regular allowance to be included with effective dates:	[Employer to complete]
Last day of service (please update control sheet accordingly):	[Employer to complete]
HR contact for queries:	[Employer to complete]

Table 2: Scheme Schedule:

Quote Phase	
Date Control Sheet and CSCS1s will be sent to the Scheme Administrator:	[Employer to complete]
Method of distribution to the Scheme Administrator (email/Connect/if 'other' please specify):	[Employer to complete]
Date quotations to be returned to the Employer:	[Employer to complete]
Method of distribution from the Scheme Administrator to employer (email/Connect):	[Employer to complete]

Award Phase	
Date Compensation Declaration Form(s) (CDF) and Control Sheet should be received by the Scheme Administrator:	[Employer to complete]
Date the Scheme Administrator will confirm to the employer the final compensation values:	[Employer to complete]
Employer contact for notification of final compensation values. If shared service provider please advise:	[Employer to complete]
Any additional or supporting information:	[Employer to complete]
(If no Cabinet Office Approval or Fair Deal Employer– please include here the terms being offered):	[Employer to complete]

Table 3: Additional Services:

Additional meetings or Scheme updates required:	[Employer to complete]
Presentation or training required from the Scheme Administrator:	[Employer to complete]
Site visit required:	[Employer to complete]
Any additional Scheme requirements:	[Employer to complete]

Part 2: All Other Services

Specific output required. Please give as much detail as possible regarding the services you require. This should include volumes if applicable and also any timelines if known. The more information you can supply at this stage, the easier it will be to impact the work required:	[Employer to complete]
Risks to your business if work is not carried out:	[Employer to complete]
Urgency of work to be done: Please advise if this work is non urgent/urgent/critical:	[Employer to complete]
Supporting information provided:	[Employer to complete]
Date the Scheme Administrator will receive information from Employer:	[Employer to complete]
Method of distribution to the Scheme Administrator (email/Connect):	[Employer to complete]
Date the Scheme Administrator data will arrive with Employer:	[Employer to complete]
Method of distribution from the Scheme Administrator required to send to Employer (email/Connect):	[Employer to complete]
HR contact for enquiries:	[Employer to complete]

EMPLOYER SOW: AUTHORISATION TO PROCEED

The Parties authorised signatories shall sign and date this form below to evidence their agreement to this SOW described above:

Agreed by the Supplier Signed for and on behalf of Capita Pension Solutions Limited	Signature: Print Name: Date:
Agreed by the Employer Signed for and on behalf of [Please complete with Employer name]	Signature: Print Name: Date:

ANNEX B - DATA PROCESSING & CONFIDENTIALITY TERMS

IT IS AGREED:

INTERPRETATION

In this Annex B, unless the context otherwise requires:

Data Protection Legislation: (i) the UK GDPR; (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable UK laws about the processing of personal data and privacy; and (iv) (to the extent that it applies) the EU GDPR 2016/679).

Data Protection Impact Assessment: means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

Controller, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the Data Protection Legislation;

Data Loss Event: means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this SOW, and/or actual or potential loss and/or destruction of Personal Data in breach of this SOW, including any Personal Data Breach;

Data Subject Access Request: means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

DPA 2018: means the **Data Protection Act 2018**;

Schedule A: means the Schedule to this Annex B (*Details of data to be processed by the Processor on behalf of the Controller*);

Protective Measures: means appropriate technical and organisational measures which may include: pseudonymisation of and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it; and

Sub-processor: means any third party appointed, with the prior written approval of the Controller to process Personal Data on behalf of the Processor related to this SOW.

In this Annex B:

- a) a reference to any gender includes a reference to other genders;
- b) the singular includes the plural and vice versa;
- c) the words "include" and cognate expressions shall be construed as if they were immediately followed by the words "without limitation";
- d) references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this SOW) and any prior or subsequent subordinate legislation made under it;
- e) headings are included for ease of reference only and shall not affect the interpretation or construction of this Annex B;
- f) references to Clauses are to clauses of this Annex B unless stated otherwise;
- g) Government Security Classification means the scheme for the classification of information;
- h) SOW means this statement of work in which these Data Processing Terms together with Schedule A (*Details of data to be processed by the Processor on behalf of the Controller*) and all other documents attached to or referred to as forming part of this SOW;
- i) Services means the processing activities and services to be undertaken by the Processor on behalf of the Controller, as identified in Schedule A (*Details of data to be processed by the Processor on behalf of the Controller*);

- j) Law means any applicable law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by the European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body or notice of any regulatory body;
- k) Special Categories of Personal Data has the same meaning as in the Data Protection Legislation; and
- l) Terms defined in the main body of this SOW shall also apply to this Annex B, unless otherwise defined in this Annex B.

1. DATA PROTECTION

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule A (*Details of data to be processed by the Processor on behalf of the Controller*). The only processing that the Processor is authorised to do is listed in Schedule A (*Details of data to be processed by the Processor on behalf of the Controller*) by the Controller and may not be determined by the Processor.
- 1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this SOW:
 - (a) process that Personal Data only in accordance with Schedule A (*Details of data to be processed by the Processor on behalf of the Controller*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) the Processor Personnel do not process Personal Data except in accordance with this SOW and in particular Schedule A (*Details of data to be processed by the Processor on behalf of the Controller*);

- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this SOW; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (d) not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (in accordance with the Data Protection Legislation) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its reasonable endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of this SOW unless the Processor is required by Law to retain the Personal Data.
- 1.5 Subject to clause 1.6, the Processor shall notify the Controller immediately if it:
 - (a) receives a Data Subject Request (or purported Data Subject Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this SOW;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 1.6 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this SOW, the Processor must:
 - (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this agreement such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this SOW).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this Annex B to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 2. **Confidentiality**
- 2.1 For the purposes of this Clause 2, the term "**Disclosing Party**" shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and "**Recipient**" shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 2.2 Except to the extent set out in this Clause 2 or where disclosure is expressly permitted elsewhere in this SOW, the Recipient shall:
 - (a) treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials);
 - (b) not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this SOW or without obtaining the owner's prior written consent;

- (c) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Agreement; and
- (d) immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information,

and for the purposes of this Clause 2.2 where the:

- (i) Recipient is the Contractor, the Contractor shall procure that the Contractor Personnel shall comply with Clauses 2.2(a) to 2.2(d); and
- (ii) Recipient is the Customer, the Customer shall procure that the Customer's personnel shall comply with Clauses 2.2(a) to 2.2(d).

2.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:

- (a) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 14 (FOIA) of this SOW shall apply to disclosures required under the FOIA or the EIRs;
- (b) the Recipient obtained such Confidential Information on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;
- (c) such Confidential Information was:
 - (i) in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;
 - (ii) already generally available and in the public domain at the time of disclosure otherwise than by a breach of this SOW or breach of a duty of confidentiality; or
 - (iii) independently developed without access to the Confidential Information;
- (d) such Confidential Information relates to the Supplier's:
 - (i) performance under this SOW; or
 - (ii) failure to pay any sub-contractor;
- (e) the need for such disclosure arises out of or in connection with:
 - (i) any legal challenge or potential legal challenge against the Customer arising out of or in connection with this SOW;
 - (ii) the examination and certification of the Customer's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority is making use of any Services provided under this SOW; or
 - (iii) the conduct of a Central Government Body review in respect of this SOW; or
- (e) the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.

2.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or Regulatory Body requiring such disclosure and the Confidential Information to which such disclosure would apply.

2.5 The Supplier may disclose the Confidential Information of the Authority on a confidential basis only to:

- (a) Contractor Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Supplier's obligations under this SOW and the Supplier shall, and shall procure that any Sub-contractor shall, ensure that such Contractor Personnel are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality;
- (b) its auditors; and
- (c) its professional advisers for the purposes of obtaining advice in relation to this SOW.

Where the Supplier discloses Confidential Information of the Authority pursuant to this Clause 2.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this SOW by the persons to whom disclosure has been made.

2.6 The Customer may disclose the Confidential Information of the Supplier:

- (a) on a confidential basis to any Central Government Body for any proper purpose of the Customer or of the relevant Central Government Body;
- (b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 2.6(a) (including any benchmarking organisation) for any purpose relating to or connected with this SOW;
- (e) on a confidential basis for the purpose of the exercise of its rights under this SOW; or
- (f) on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this SOW,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this Clause 2.

2.7 Nothing in this Clause 2 shall prevent a Recipient from using any techniques, ideas or know-how gained during the performance of this SOW in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

2.8 In the event that any default, act or omission of any personnel causes or contributes (or could cause or contribute) to the relevant Party breaching its obligations as to confidentiality under or in connection with this SOW, the relevant Party shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any personnel, the relevant Party shall provide such evidence to the other Party as the other party may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the relevant party is taking appropriate steps to comply with this Clause, including copies of any written communications to and/or from the relevant personnel, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with the relevant personnel in connection with obligations as to confidentiality.

2.9 For the avoidance of doubt, the obligations of confidentiality imposed on the Parties by this SOW shall continue in full force and effect after the expiry or termination of this SOW. The Contractor shall purge all Customer Data from its systems within one (1) week before the expiry of this SOW or immediately upon request from the Customer following earlier termination.

Schedule A:

Details of data to be processed by the Processor on behalf of the Controller

1. The contact details of the Controller's Data Protection Officer are: **[Employer to complete]**
2. The contact details of the Processor's Data Protection Officer are: **[Capita to complete]**
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Duration of the processing:	[Employer to complete]
Subject matter of the processing:	[Employer to complete]
Nature and purposes of the processing:	[Employer to complete]
Type of Personal Data:	[Employer to complete]
Plan for return and destruction of the data once the processing is complete UNLESS requirement to preserve that type of data:	[Employer to complete]
Locations at which the Contractor and/or its sub-contractors process Personal Data under this SOW:	[Employer to complete]
Protective Measures that the Contractor and, where applicable, its sub-contractors have implemented to protect Personal Data processed under this SOW against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach:	[Employer to complete]