

# **Sub Contract**

## **between**

1. UNIVERSITY OF BRISTOL

2. [●]

## **CONTENTS**

<b>Clause</b>	<b>Heading</b>	<b>Page</b>
1	INTERPRETATION.....	4
2	TERM OF ENGAGEMENT .....	7
3	DUTIES AND OBLIGATIONS .....	7
4	FEES.....	9
5	EXPENSES.....	10
6	OTHER ACTIVITIES .....	11
7	CONFIDENTIAL INFORMATION AND FREEDOM OF INFORMATION.....	11
8	DATA PROTECTION.....	13
9	SECURITY MEASURES AND CYBERSECURITY .....	13
10	INTELLECTUAL PROPERTY .....	13
11	INSURANCE AND LIABILITY .....	15
12	TERMINATION.....	16
13	OBLIGATIONS ON TERMINATION .....	17
14	STATUS .....	17
15	NOTICES .....	18
16	ENTIRE AGREEMENT .....	19
17	SURVIVAL .....	19
18	VARIATION.....	19
19	COUNTERPARTS .....	19
20	THIRD PARTY RIGHTS .....	20
21	GOVERNING LAW .....	20

22	JURISDICTION .....	20
	SCHEDULE 1 SERVICES .....	21
	SCHEDULE 2 ANTI BRIBERY POLICY .....	22
	SCHEDULE 3 SECURITY MEASURES .....	23
	SCHEDULE 4 CYBER SECURITY .....	26
1.	DEFINITIONS.....	26
2.	SUB-CONTRACTOR OBLIGATIONS .....	28
3.	RECORDS .....	30
4.	AUDIT.....	30
5.	GENERAL.....	32

This agreement is dated [DATE].

## Parties

- (1) The **UNIVERSITY OF BRISTOL** of Senate House, Tyndall Avenue, Bristol, BS8 1TH (“**University**”);
- (2) [●] incorporated and registered in England and Wales with company number [●] whose registered office is at [●] (“**Subcontractor**”).

each individually a “**Party**” and together the “**Parties**”.

## Agreed terms

### 1 INTERPRETATION

- 1.1 The following definitions and rules of interpretation apply in this agreement (unless the context requires otherwise).

**Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Business Hours:** the period from 9:00am to 5:00pm on a Business Day.

**Capacity:** as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

**Completion:** the finalisation of all Deliverables and Services (as set out more particularly in Schedule 1) to the satisfaction of the University and MOD, including making any changes to the draft Deliverables as may be communicated to the Subcontractor Company by the University.

**Confidential Information:** information in whatever form (including in written, oral, visual or electronic form or on any magnetic or optical disk or memory) and wherever located under or in connection with this agreement, or relating to the University's business, clients, customers, suppliers, products, assets, affairs and finances that is confidential to the University and trade secrets relating to the University's business or any of its suppliers, clients, customers, agents, distributors, shareholders, management or business contacts, including but not limited to technical data, know-how or any other information that the Subcontractor creates, develops, receives or obtains in connection with the Engagement. This includes drafts, supporting documents and materials relating to the Services, whether or not such information (if in anything other than oral form) is marked confidential.

**Copies:** copies or records of any Confidential Information in whatever form (including in written, oral, visual or electronic form or on any magnetic or optical disk or memory) and wherever located,

and extracts, analysis, studies, plans, compilations or any other way of representing or recording and recalling information which contains, reflects or is derived or generated from Confidential Information.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder), the Data (Use and Access Act) 2025, or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

**Deemed Employment:** an engagement to which section 61M(1)(d) of the Income Tax (Earnings and Pensions) Act 2003 applies.

**Deliverable:** any outputs of the Services and any other documents or materials provided by the Subcontractor to the University as specified in Schedule 1 or in relation to the Services (excluding the Subcontractor's equipment).

**Engagement:** the engagement of the Subcontractor by the University on the terms of this agreement.

**Fee:** as defined in clause 4.1.

**Foreground IPR:** all Intellectual Property Rights in Foreground Technical Information, including patents for any inventions generated in the performance of work under this agreement, and patents for any inventions conceived out of the technical requirements of this agreement if these have been first enabled in the performance of work under this agreement.

**Foreground Technical Information:** Technical Information which is generated in the performance of work under this agreement.

**HMRC:** HM Revenue & Customs.

**Insurance Policies:** employer's liability insurance cover, professional indemnity insurance cover, and public liability insurance cover.

**Intellectual Property Rights:** patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such

rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Off-payroll Working rules:** the rules in Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003.

**Professor of Cyber Security and Project Principal Investigator (PI):** at the Start Date, Professor Awais Rashid, or if he is replaced, any other individual bearing this role at the University of Bristol at the relevant time.

**Services:** the services described in Schedule 1.

**Start Date:** the date of second signature of this agreement.

**Technical Information:** information of a scientific or technical nature (including information in the form of know-how, inventions, designs, secret formula and processes, and other confidential information) which is recorded or documented in any medium and whether or not in human readable format, but excluding unrecorded information communicated solely by oral communications. It may be presented in the form of documents, pictorial reproductions, drawing and other graphical representations, disc and film recordings (magnetic, optical and laser), computer software both programmatic and data base, and computer memory printouts or data retained in computer memory, or other form.

**Termination Date:** the date of termination of this agreement, howsoever arising.

**University Property:** all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the University or its customers and business contacts, and any equipment, keys, hardware or software provided for the Subcontractor's use by the University during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Subcontractor on the computer systems or other electronic equipment of the University, the Subcontractor during the Engagement.

**Works:** all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Subcontractor in connection with the provision of the Services.

1.2 A reference to **writing** or **written** includes email.

1.3 The headings in this agreement are inserted for convenience only and shall not affect its construction.

- 1.4 A reference to a particular law 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.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

## **2 TERM OF ENGAGEMENT**

- 2.1 The University shall engage the Subcontractor and the Subcontractor shall provide the Services.
- 2.2 The Engagement shall start on the Start Date and shall cease upon the earlier of:
- (a) Completion;
  - (b) 00:01 on 1 July 2026, in which case clause 4.8 shall apply; or
  - (c) termination as provided by the terms of this agreement.

## **3 DUTIES AND OBLIGATIONS**

- 3.1 During the Engagement the Subcontractor shall:
- (a) provide the Services, including the Deliverables, with all due care, skill and ability and use its best endeavours to promote the interests of the University;
  - (b) ensure that the Deliverables conform in all respects with, and are achieved by any deadlines specified in, Schedule 1 and that the Deliverables shall be fit for any purpose expressly or implicitly made known to the Subcontractor by the University;
  - (c) promptly give to the University all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services, including the Deliverables;
  - (d) provide to the University substantially complete draft Deliverables for review by the University and MOD no later than 00:01 on 30 April 2026; and
  - (e) achieve Completion by no later than 00:01 on 1 July 2026.
- 3.2 No fee shall be payable in accordance with clause 3.11 in respect of any period during which the Services are not provided or if Services are provided to an inadequate standard.

- 3.3 The Subcontractor shall provide such assistance or information as the University may require in respect of the Services or the Deliverables.
- 3.4 Unless it has been specifically authorised to do so by the University in writing the Subcontractor shall not:
- (a) have any authority to incur any expenditure in the name of or for the account of the University; and
  - (b) hold itself out as having authority to bind the University.
- 3.5 The Subcontractor shall promptly give to the University all such information and documentation as it may reasonably require from time to time in order for the University to determine whether the Engagement is or will be within the Off-payroll Working rules and is or will be Deemed Employment and, if the University determines the Engagement is Deemed Employment, in order to comply with any obligation on the University to deduct and account for tax or national insurance contributions from the fees due under clause 3.11. The Subcontractor shall promptly inform the University of any material change to any information or documentation previously provided in compliance with this clause and shall also promptly provide any other information or documentation that it considers (or ought reasonably to consider) to be materially relevant to determining whether the Engagement is Deemed Employment. Subject to clause 17, the University reserves the right to amend the terms of the Engagement, and this agreement, if the Engagement is determined to be Deemed Employment.
- 3.6 The Subcontractor shall:
- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**"Relevant Requirements"**);
  - (b) comply with the University's Anti-Bribery Policy (Annexed to this agreement at Schedule 2, as the University may update them from time to time (**"Relevant Policies"**);
  - (c) promptly report to the University any request or demand for any undue financial or other advantage of any kind received by the Subcontractor in connection with the performance of this agreement; and
  - (d) comply with the Official Secrets Act 1911 to 1989 and Section 182 of the Finance Act 1989.
- 3.7 The Subcontractor shall:
- (a) immediately notify the University if a foreign public official becomes an officer or employee of the Subcontractor or acquires a direct or indirect interest in the Subcontractor (and the



Subcontractor warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement); and

- (b) ensure that all persons associated with the Subcontractor or other persons who are performing services in connection with this agreement comply with this clause 3.6.
- 3.8 For the purpose of clause 3.7, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.
- 3.9 When performing its obligations under this agreement, the Subcontractor shall not unlawfully discriminate either directly or indirectly on grounds of race, gender, religion or religious belief, colour, ethnic or national origin, disability, sexual orientation, age or otherwise.
- 3.10 The Subcontractor shall maintain and permit access to all relevant records that relate to its contractual obligations under this agreement and allow for audits by the University or to enable the University or National Audit Office to carry out audits. Such records shall be retained for a period of at least 6 years from:
- (a) the end of the agreement term;
  - (b) termination of this agreement; or
  - (c) the final payment of the Fees,
- whichever occurs latest.
- 3.11 The Subcontractor shall not sub-contract any part of the Services without the University's prior written consent. Any permitted sub-contracting shall not relieve the Subcontractor of its obligations, and the Subcontractor shall remain responsible for the acts and omissions of its sub-contractors.

#### **4 FEES**

- 4.1 The University shall pay the Subcontractor a fee of (£AMOUNT) inclusive of VAT if applicable (the "Fee"), less any deductions for income tax and national insurance contributions as required by law.
- 4.2 The Fee shall only be due and payable to the Subcontractor following Completion and providing the Subcontractor has complied with its obligations under this agreement.
- 4.3 Within thirty (30) days following Completion, the Subcontractor shall submit a final invoice in respect of the Fee, which the University will consider and verify in a timely fashion.

- 4.4 Subject to clause 4.6 the University shall pay the invoice submitted by the Subcontractor in accordance with clause 4.3 no later than thirty (30) days from the date on which the University determines that such invoice is valid and undisputed.
- 4.5 In the event that the University fails to consider and verify an invoice submitted by the Subcontractor within a reasonable period, and there is an undue delay in doing so, the invoice shall be deemed valid and undisputed for the purposes of clause 4.4 once such reasonable period has elapsed.
- 4.6 The University shall be entitled to deduct from the Fee (and any other sums) due to the Subcontractor:
- (a) any amount that the Subcontractor may owe to the University at any time; and
  - (b) any amount that the University may become required by law to deduct, including but not limited to income tax and national insurance contributions.
- 4.7 Payment in full or in part of the Fee claimed under clause 3.11 or any expenses claimed under clause 5 shall be without prejudice to any claims or rights of the University against the Subcontractor in respect of the provision of the Services.
- 4.8 If this agreement expires pursuant to clause 2.2(b) or terminates under any of the circumstances set out in clause 12.1, the Subcontractor shall not be entitled to the Fee, and the University shall have no obligation to make any payment in respect of the Services, save for any sums validly incurred and properly invoiced prior to such expiry or termination.

## **5 EXPENSES**

- 5.1 With the exception of clause 5.2, the Subcontractor shall bear its own expenses incurred in the course of the Engagement.
- 5.2 The Subcontractor shall not be entitled to reimbursement of any expenses incurred in connection with the Services, except where the Subcontractor is expressly invited to attend an in-person meeting. In such cases, reasonable and properly incurred expenses shall be reimbursed, provided that they are agreed in advance by the Professor of Cyber Security and Project Principal Investigator (PI).
- 5.3 If the Subcontractor is required to travel abroad in the course of the Engagement, the Subcontractor shall be responsible for any necessary insurances, inoculations and immigration requirements.

## **6 OTHER ACTIVITIES**

Nothing in this agreement shall prevent the Subcontractor from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:

- (a) such activity does not cause a breach of any of the Subcontractor's obligations under this agreement;
- (b) the Subcontractor shall give priority to the provision of the Services to the University over any other business activities undertaken by it during the Engagement.

## **7 CONFIDENTIAL INFORMATION AND FREEDOM OF INFORMATION**

7.1 The Subcontractor acknowledges that during the Engagement it will have access to Confidential Information. The Subcontractor has therefore agreed to accept the restrictions in this clause 7.

7.2 The Subcontractor shall not (except in the proper course of providing the Services, as authorised or required by law, or as authorised by the University), either during the Engagement or at any time after the Termination Date:

- (a) shall not use any of the Confidential Information otherwise than for the purposes of the agreement;
- (b) use any Confidential Information for its own benefit or for the benefit of any other person, company or organisation whatever;
- (c) make or use any Copies; or
- (d) disclose any Confidential Information to any person, company or other organisation whatever.

7.3 The restriction in clause 7.2 does not apply to any Confidential Information which is or comes into the public domain other than through the Subcontractor's unauthorised disclosure.

7.4 The Subcontractor shall be responsible for protecting the confidentiality of the Confidential Information. The Subcontractor shall:

- (a) prevent the use or communication of any Confidential Information by any person, company or organisation whatever (except in the proper course of providing the Services, as required by law or as authorised by the University, in which case it shall be treated in confidence and not be used otherwise than for the purposes of performing Services under this agreement); and

- (b) inform the University immediately on becoming aware, or suspecting, that any such person, company or organisation knows or has used any Confidential Information.

7.5 All Confidential Information and Copies shall be the University's property and on termination of the Engagement, or at the University's request at any time during the Engagement, the Subcontractor shall:

- (a) hand over all Confidential Information and Copies to the University;
- (b) irretrievably delete any Confidential Information (including any Copies) stored on any magnetic or optical disk or memory, including personal computer networks, personal email accounts, or personal accounts on websites, and all matter derived from such sources which is in its possession or under its control outside the University's premises; and
- (c) provide a signed statement that it has complied fully with its obligations under this clause 7.

7.6 Nothing in this clause 7 shall prevent the Subcontractor from:

- (a) reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;
- (b) doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority;
- (c) whether required by law or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing);
- (d) complying with an order from a court or tribunal to disclose or give evidence;
- (e) disclosing information to HMRC for the purpose of establishing and paying (or recouping) tax liabilities arising from the Engagement; or
- (f) making any other disclosure as required by law;

providing that in the event of such disclosure the Party making the disclosure shall ensure that the recipient of the Confidential Information is made aware of and asked to respect its confidentiality and is subject to any other applicable security requirements.

- 7.7 Nothing in this Clause shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence. The provisions of this Clause shall survive the expiration or termination of the agreement.

## **8 DATA PROTECTION**

- 8.1 The Parties acknowledge that, as at the Start Date, no personal data is intended to be processed in connection with this agreement.
- 8.2 Notwithstanding clause 8.1, each party shall comply with its respective obligations under Data Protection Legislation.
- 8.3 If, during the term of this agreement, either Party anticipates or becomes aware that personal data will be processed in connection with the Services, the parties shall promptly notify each other and agree appropriate amendments to this agreement to ensure compliance with the Data Protection Legislation, including (where required) the incorporation of suitable data processing terms to be determined by the University.
- 8.4 The Subcontractor shall have liability for and shall indemnify the University for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach by the Subcontractor of the Data Protection Legislation.

## **9 SECURITY MEASURES AND CYBERSECURITY**

- 9.1 The Subcontractor shall comply with all security measures set out in Schedule 3 and all cybersecurity requirements set out in Schedule 4.
- 9.2 The Subcontractor will constitute A Sub-Contractor and this agreement will constitute a Sub-Contract for the purposes of Schedule 4.

## **10 INTELLECTUAL PROPERTY**

- 10.1 The Subcontractor hereby assign to the University all existing and future Intellectual Property Rights, including but not limited to Foreground IPR, in the Works and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Subcontractor (as applicable) hold legal title in these rights and inventions on trust for the University.
- 10.2 The Subcontractor undertake to the University:
- (a) to notify to the University in writing full details of all Foreground IPR promptly on their creation;
  - (b) to keep confidential the details of all Foreground IPR in line with clause 7;

- (c) whenever requested to do so by the University and in any event on the termination of the Engagement, promptly to deliver to the University all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in its possession, custody or power;
- (d) not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Foreground IPR, unless requested to do so by the University; and
- (e) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Foreground IPR has passed, or will pass, to the University.

10.3 The Subcontractor warrant (as applicable) that:

- (a) it has not given and will not give permission to any third party to use any of the Works or the Foreground IPR, nor any of the Intellectual Property Rights in the Works;
- (b) it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
- (c) the use of the Works or the Intellectual Property Rights in the Works by the University will not infringe the rights of any third party.

10.4 The Subcontractor shall promptly notify the University as soon as it becomes aware of:

- (a) any invention or design the subject of patent or registered design rights (or application thereof) owned by a third party which appears to be relevant to the performance of this agreement;
- (b) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including Technical Information) required for the purposes of this agreement and, where appropriate, the notification shall include such information as is required by Section 2 of the Defence Contracts Act 1958; and/or
- (c) any allegation of infringement of IPR made against the Supplier and which pertains to the performance of this agreement.

10.5 The Subcontractor agrees to indemnify the University and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the University, or for which the University may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works or Foreground IPR supplied by the Subcontractor to the University during the course of providing the Services. The Subcontractor shall maintain adequate liability insurance coverage, and ensure that the University's interest is noted on the policy, and shall supply a copy

of the policy to the University on request. The University may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Subcontractor.

- 10.6 The Subcontractor acknowledge that no further remuneration or compensation other than that provided for in this agreement is or may become due to the Subcontractor in respect of the performance of its obligations under this clause 10.
- 10.7 The Subcontractor undertake to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of the University and at any time either during or after the Engagement, as may, in the opinion of the University be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain patents or registered designs in, the name of the University and to defend the University against claims that works embodying Intellectual Property Rights infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works.
- 10.8 The Subcontractor irrevocably appoint the University to be (as applicable) its attorney in its name and on its behalf to execute documents, use the relevant Subcontractor Party's name and do all things which are necessary or desirable for the University to obtain for itself or its nominee the full benefit of this clause.

## **11 INSURANCE AND LIABILITY**

- 11.1 The Subcontractor shall have liability for and shall indemnify the University for any loss, liability, costs (including legal costs), damages or expenses arising from any breach by the Subcontractor of the terms of this agreement including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies.
- 11.2 The Subcontractor shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to the University and that the terms of insurance are acceptable to and agreed by the University.
- 11.3 The Subcontractor shall maintain, and ensure that the Insurance Policies include, insurance coverage of no less than the following:
  - (a) £10 million in Public Liability Insurance;
  - (b) £5 million in Professional Indemnity Insurance; and
  - (c) £5 million in Employer's Liability Insurance, where applicable.
- 11.4 The Subcontractor shall on request supply to the University copies of the Insurance Policies and evidence that the relevant premiums have been paid.

- 11.5 The Subcontractor shall notify the insurers of the University's interest and shall cause the interest to be noted on the Insurance Policies together with a provision to the effect that, if any claim is brought or made by the University against the Subcontractor in respect of which the Subcontractor would be entitled to receive indemnity under any of the Insurance Policies, the relevant insurer will indemnify the University directly against such claim and any charges, costs and expenses in respect of such claim. If the relevant insurer does not so indemnify the University, the Subcontractor shall use all insurance monies received by it to indemnify the University in respect of any claim and shall make good any deficiency from its own resources.
- 11.6 The Subcontractor shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way, or if the Subcontractor is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Subcontractor shall notify the University without delay.

## **12 TERMINATION**

- 12.1 Notwithstanding the provisions of clause 2.2, the University may terminate the Engagement with immediate effect without notice and without any liability to make any further payment to the Subcontractor (other than in respect of amounts accrued before the Termination Date) if at any time:
- (a) The Subcontractor fails to provide the draft Deliverables to the University in accordance with clause 3.1(d);
  - (b) the Subcontractor commits any gross misconduct affecting the business of the University;
  - (c) the Subcontractor or commits any material or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the University;
  - (d) the Subcontractor is convicted of any criminal offence;
  - (e) the Subcontractor is, in the reasonable opinion of the University, negligent or incompetent in the performance of the Services;
  - (f) the Subcontractor makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Subcontractor;
  - (g) the Engagement is determined by the University or, subsequently, HM Revenue & Customs to be Deemed Employment;



- (h) the Subcontractor breaches the obligations contained in clause 3.6 or clause 3.7;
- (i) the Subcontractor commit any breach of the University's policies and procedures; or
- (j) the Subcontractor commits any offence under the Bribery Act 2010 or the Criminal Finances Act 2017.

12.2 The rights of the University under clause 12.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Subcontractor as having brought the agreement to an end. Any delay by the University in exercising its rights to terminate shall not constitute a waiver of these rights.

### **13 OBLIGATIONS ON TERMINATION**

Without prejudice to the Subcontractor's obligations under clause 7, on the Termination Date the Subcontractor shall:

- (a) immediately deliver to the University all University Property which is in its possession or under its control;
- (b) subject to the University's data retention guidelines, irretrievably delete any information relating to the business of the University stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its possession or under its control outside the premises of the University; and
- (c) provide a signed statement that it have complied fully with its obligations under this clause 13, together with such evidence of compliance as the University may reasonably request.

### **14 STATUS**

14.1 The relationship of the Subcontractor to the University will be that of independent contractor and nothing in this agreement shall render it an employee, worker, agent or partner of the University and the Subcontractor shall not hold itself out as such.

14.2 The Subcontractor shall be fully responsible for and shall indemnify the University for and in respect of the following:

- (a) subject to clause 14.3, any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from a determination that the Engagement is Deemed Employment or made in connection with either the performance of the Services or any payment or benefit received by it in respect of the Services, where such recovery is not prohibited by law. The Subcontractor shall further indemnify the University against all reasonable costs, expenses and any penalty,

fine or interest incurred or payable by the University in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;

- (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by any individual against the University arising out of or in connection with the provision of the Services.

14.3 The indemnity in clause 14.2(a) does not apply to any income tax or National Insurance contributions deducted by the University if the Engagement is Deemed Employment and the University makes the deductions from the fees due under clause 3.11 prior to payment to the Subcontractor.

14.4 The University may at its option satisfy the indemnity in clause 14.2 (in whole or in part) by way of deduction from payments due to the Subcontractor.

14.5 The Subcontractor warrants that it is not, nor will it prior to the cessation of this agreement, become a managed service company within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

## **15 NOTICES**

15.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at the address given in this agreement or as otherwise notified in writing to the other party; or
- (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):
  - (i) University: [awais.rashid@bristol.ac.uk](mailto:awais.rashid@bristol.ac.uk) and [contact@cybok.org](mailto:contact@cybok.org).
  - (ii) Subcontractor: [ADDRESS].

15.2 Unless proved otherwise, any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the address given in this agreement or given to the addressee;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission.

15.3 If deemed receipt under clause 15.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 15.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

15.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

## **16 ENTIRE AGREEMENT**

16.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

16.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

16.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## **17 SURVIVAL**

17.1 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement including clause 3.11 (Fees), clause 7 (Confidential Information), clause 9 (Security Measures and Cybersecurity), clause 10 (Intellectual Property), clause 11 (Insurance and Liability), clause 12 (Termination), clause 13 (Obligations on Termination), clause 21 (Governing Law), and clause 22 (Jurisdiction) shall remain in full force and effect.

17.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

## **18 VARIATION**

No variation of this agreement or of any of the documents referred to in it shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **19 COUNTERPARTS**

19.1 This agreement may be executed in any number of counterparts, each of which constitutes a duplicate original, but all the counterparts together constitute the one agreement.

## **20 THIRD PARTY RIGHTS**

- 20.1 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 20.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

## **21 GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **22 JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

### **Schedule 1 Services**

1.1 The Services shall be as follows:

(a) [●]

1.2 The Deliverables shall be as follows:

(a) [●]

**Schedule 2**  
**Anti Bribery Policy**

### **Schedule 3**

#### **Security Measures**

## **1 DEFINITIONS**

1.1 In this Schedule 3:

- (a) 'Authority' means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland acting as part of the Crown;
- (b) 'Secret Matter' means any matter connected with the agreement, or its performance which the University informs a Subcontractor Party in writing has been designated by the Authority as "TOP SECRET" or "SECRET" and shall include any information concerning the content of such matter and anything which contains or may reveal that matter;
- (c) 'Employee' shall include any person who is an employee or director of the Subcontractor or who occupies the position of a director of the Subcontractor, by whatever title given;
- (d) 'GovS 007: Security' means the Government Functional Standard GovS 007: Security relating to the government's expectations for protecting:
  - (i) the government's people, information and assets;
  - (ii) visitors to government property, and third-party suppliers while engaged on government business; and citizen data.

## **2 THE OFFICIAL SECRETS ACTS**

2.1 The Subcontractor shall:

- (a) Take all reasonable steps to ensure that all Employees engaged on any work in connection with the Agreement have notice that the Official Secrets Acts 1911-1989 apply to them and will continue so to apply after the completion or termination of the Agreement; and
- (b) If directed by the University or the Authority, ensure that any Employee shall sign a statement acknowledging that, both during the term of the Agreement and after its completion or termination, they are bound by the Official Secrets Acts 1911-1989 (and where applicable any other legislation).

## **3 SECURITY MEASURES**

3.1 Unless they have the written authorisation of the University or Authority to do otherwise, neither the Subcontractor nor any of its Employees shall, either before or after the completion or termination of the Agreement, do or permit to be done anything which they know or ought

reasonably to know may result in Secret Matter being disclosed to or acquired by a person in any of the following categories:

- (a) who is not a British citizen;
- (b) who does not hold the appropriate authority for access to the protected matter;
- (c) in respect of whom the Authority has notified the Subcontractor in writing that the Secret Matter shall not be disclosed to or acquired by that person;
- (d) who is not an Employee of the Subcontractor;
- (e) who is an Employee of the Subcontractor and has no need to know the information for the proper performance of the Agreement.

3.2 Unless they have the written permission of the University or Authority to do otherwise, the Subcontractor and Employees shall, both before and after the completion or termination of the Agreement, take all reasonable steps to ensure that:

- (a) no photograph of, or pertaining to, any Secret Matter shall be taken and no copy of or extract from any Secret Matter shall be made except to the extent necessary for the proper performance of the Agreement;
- (b) any Secret Matter is at all times strictly safeguarded in accordance with the GovS 007: Security (as amended from time to time) and upon request is delivered up to the Authority who shall be entitled to retain it.

A decision of the Authority on the question of whether the Subcontractor Party has taken or is taking reasonable steps as required by this Clause, shall be final and conclusive.

3.3 The Subcontractor shall:

- (a) provide to the University (or where requested, the Authority):
  - (i) upon request, such records giving particulars of those Employees who have had at any time, access to any Secret Matter that is required to be kept in accordance with Clause 3.2(b);
  - (ii) upon request, such information as the Authority may from time to time require so as to be satisfied that the Subcontractor and their Employees are complying with their obligations under this Schedule, including the measures taken or proposed by the Subcontractor so as to comply with their obligations and to prevent any breach of them;



- (iii) full particulars of any failure by the Second Party and their Employees to comply with any obligations relating to Secret Matter arising under this Schedule immediately upon such failure becoming apparent.
  - (b) ensure that, for the purpose of checking the Subcontractor's compliance with the obligation in Clause 3.2(b) a representative of the First Party or the Authority shall be entitled at any time to enter and inspect any premises used by the Subcontractor which are in any way connected with the agreement and inspect any document or thing in any such premises, which is being used or made for the purposes of the agreement. Such representative shall be entitled to all such information as they or it may reasonably require.
- 3.4 If at any time either before or after the completion or termination of the Agreement, the Subcontractor or any of their Employees discovers or suspects that an unauthorised person is seeking or has sought to obtain information directly or indirectly concerning any Secret Matter, the Subcontractor shall forthwith inform the Authority of the matter with full particulars thereof.

#### **4 SUB-CONTRACTS**

- 4.1 If the Subcontractor proposes to make a sub-contract which will involve the disclosure of Secret Matter to the sub-contractor, the Subcontractor shall:
- (a) submit for approval of the University or Authority the name of the proposed sub-contractor, a statement of the work to be carried out and any other details known to the Subcontractor which the Authority shall reasonably require;
  - (b) incorporate into the sub-contract the terms of this Schedule and such secrecy and security obligations as the University or Authority shall direct;
  - (c) inform the University and Authority immediately if they become aware of any breach by the sub-contractor of any secrecy or security obligation and, if requested to do so by the University or Authority, terminate the agreement.

#### **5 TERMINATION**

- 5.1 The University shall be entitled to terminate the Agreement immediately if:
- (a) the Subcontractor is in breach of any obligation under this Schedule; or
  - (b) the Subcontractor is in breach of any secrecy or security obligation imposed by any other contract with the Crown;
  - (c) where the University or Authority consider the circumstances of the breach jeopardise the secrecy or security of the Secret Matter and notifies its Subcontractor accordingly.

## **Schedule 4**

### **Cyber Security**

#### **1. Definitions**

- 1.1 In this Schedule the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

“Associated Company” means:

- (a) any associated company of the Sub-contractor from time to time within the meaning of Section 449 of the Corporate Tax Act 2010 or any subordinate legislation; and
- (b) any parent undertaking or subsidiary undertaking of the Sub-Contractor from time to time within the meaning of section 1162 Companies Act 2006 and it is further agreed that where the ownership of shares in any such undertaking have been pledged or transferred to a third party by way of security, the original parent shall still be considered a member of the subsidiary undertaking;

“Cyber Risk Profile” means the level of cyber risk relating to this Sub-Contract or any lower tier Sub-Contract assessed in accordance with the Cyber Security Model;

“Cyber Implementation Plan” means the plan referred to in Clause 2 of this Schedule;

“Cyber Security Incident” means an event, act or omission which gives rise or may give rise to:

- (a) unauthorised access to an information system or electronic communications network on which MOD Identifiable Information resides;
- (b) disruption or change of the operation (including but not limited to takeover of control) of an information system or electronic communications network on which MOD Identifiable Information resides;
- (c) unauthorised destruction, damage, deletion or the change of MOD Identifiable Information residing in an information system or electronic communications network;
- (d) unauthorised or unintentional removal or limiting the possibility to use MOD Identifiable Information residing in an information system or electronic communications network; or the appropriation, publication, dissemination or any other use of non-public MOD Identifiable Information by persons unauthorised to do so.

“Cyber Security Instructions” means DEFSTAN 05-138, together with any relevant ISN and specific security instructions relating to this Sub-Contract issued by the MOD to the Main Contractor;

“Cyber Security Model” and “CSM” mean the process by which the MOD ensures that MOD Identifiable Information is adequately protected from Cyber Security Incident and includes the CSM Risk Assessment Process, DEFSTAN 05-138 and the CSM Supplier Assurance Questionnaire conducted via the Supplier Cyber Protection Service;

“CSM Risk Assessment Process” means the risk assessment process which forms part of the Cyber Security Model and is used to measure the Cyber Risk Profile for this Sub-Contract and any lower tier Sub-Contract;

“CSM Supplier Assurance Questionnaire” means the supplier assessment questionnaire which forms part of the Cyber Security Model and is to be used by the Sub-contractor to demonstrate compliance with this Schedule;

“Data” means any 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;

“DEFSTAN 05-138” means the Defence Standard 05-138 as amended or replaced from time to time;

“Electronic Information” means all information generated, processed, transferred or otherwise dealt with under or in connection with this Sub-Contract, including but not limited to Data, recorded or preserved in electronic form and held on any information system or electronic communications network;

“Good Industry Practice” means in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgment and the making of any expenditure that would reasonably be expected from a skilled person in the same type of undertaking under the same or similar circumstances;

“ISN” means Industry Security Notices issued by the MOD to the Main Contractor whether directly or by issue on the gov.uk website at: <https://www.gov.uk/government/publications/industry-security-notices>;

“JSyCC WARP” means the Joint Security Co-ordination Centre MOD Defence Industry Warning, Advice and Reporting Point or any successor body notified by way of ISN;

“Main Contract” means the contract between the Secretary of State for Defence of the United Kingdom and Great Britain and Northern Ireland acting as part of the Crown, and the University, reference RQ0000056612, incorporating the R-Cloud (Version 4, 1.3) Terms and Conditions, in relation to a Security-informed Safety topic guide and teaching material.;

“Main Contractor” means the University of Bristol;

"MOD" means the UK Ministry of Defence of 1 Horseguards, London acting by the project team identified in the Main Contract;

"MOD Identifiable Information" means all Electronic Information which is attributed to or could identify an existing or proposed MOD capability, defence activities or personnel and which the MOD requires to be protected against loss, misuse, corruption, alteration and unauthorised disclosure;

"NSA/DSA" means, as appropriate, the National or Designated Security Authority of the Prime or Sub-contractor that is responsible for the oversight of the security requirements to be applied by the Main Contractor or Sub-Contractor and for ensuring compliance with applicable national security regulations;

"Sites" means any premises from which Deliverables are provided in connection with this Sub-Contract or from which the Sub-Contractor or any relevant lower tier Sub-Contractor manages, organises or otherwise directs the provision or the use of the Contractor Deliverables and/or any sites from which the Sub-Contractor or any relevant lower tier Sub-Contractor generates, processes, stores or transmits MOD Identifiable Information in relation to this Sub-Contract;

"Sub-Contract" means any sub-contract at any level of the supply chain, whether this Sub-Contract which is awarded by the Main Contractor or any related Sub-Contract which is awarded by the Sub-Contractor or any lower tier Sub-Contractor or Associated Company, which is entered into as a consequence of or in connection with this Sub-Contract;

"Sub-Contractor" means a sub-contractor of the Main Contractor or any Associated Company whether a direct Sub-Contractor or at any lower level of the supply chain who provides any Contractor Deliverables in connection with the Main Contract but only to the extent that the Sub-Contractor processes, stores or transmits MOD Identifiable Information under their Sub-Contract;

"Supplier Cyber Protection Service" means the tool incorporating the CSM Risk Assessment Process and CSM Supplier Assurance Questionnaire;

## **2. Sub-Contractor Obligations**

2.1 The Sub-Contractor shall, and shall procure that their lower tier Sub-Contractors shall:

2.1.1 comply with DEFSTAN 05-138 or, where applicable, the Cyber Implementation Plan attached to this Sub-Contract and for the avoidance of doubt any Cyber Implementation Plan shall be prepared and implemented in accordance with Good Industry Practice taking account of any risk-balance case and any mitigation measures required by the MOD and the Main Contractor and shall ensure that any measures taken to protect MOD Identifiable Information are no less stringent than those taken to protect their own proprietary information;

- 2.1.2 complete the CSM Risk Assessment Process in accordance with the MOD and the Main Contractor's instructions, ensuring that any change in the Cyber Risk Profile is notified to the MOD, the Main Contractor and any affected lower tier Sub-Contractor, and complete a further CSM Risk Assessment or CSM Supplier Assurance Questionnaire where a change is proposed to the supply chain or on receipt of any reasonable request by the MOD;
- 2.1.3 re-perform the CSM Supplier Assurance Questionnaire no less than once in each year of this Sub-Contract commencing on the first anniversary of completion of the CSM Supplier Assurance Questionnaire to demonstrate continued compliance with the Cyber Security Instructions;
- 2.1.4 having regard to the state of technological development, implement and maintain all appropriate technical and organisational security measures to discharge their obligations under this Schedule in accordance with Good Industry Practice provided always that where there is a conflict between the Sub-Contractor's obligations under 2.1.1 above and this 2.1.4 the Sub-Contractor shall notify the Main Contractor and the MOD in accordance with the notification provisions in DEFSTAN 05-138 as soon as they become aware of the conflict and the MOD shall determine which standard or measure shall take precedence;
- 2.1.5 comply with all Cyber Security Instructions notified to them by the MOD and/or the Main Contractor as soon as reasonably practicable;
- 2.1.6 notify the JSyCC WARP in accordance with ISN 2017/03 as amended or updated from time to time and the Main Contractor and the Sub-Contractor's NSA/DSA immediately in writing as soon as they know or believe that a Cyber Security Incident has or may have taken place providing initial details of the circumstances of the incident and any mitigation measures already taken or intended to be taken, and providing further information in phases, as full details become available;
- 2.1.7 in coordination with their NSA/DSA, investigate any Cyber Security Incidents fully and promptly and co-operate with the MOD, the Main Contractor and their agents and representatives to take all steps to mitigate the impact of the Cyber Security Incident and minimise the likelihood of any further similar Cyber Security Incidents. For the avoidance of doubt, this shall include complying with any reasonable technical or organisational security measures deemed appropriate by the MOD and the relevant Main and/or Sub-Contractor's NSA/DSA in the circumstances and taking into account the Cyber Risk Profile; and
- 2.1.8 consent to the MOD recording and using information obtained via the Supplier Cyber Protection Service in relation to the Sub-Contract for the purposes of the Cyber Security Model which shall include any agreed Cyber Implementation Plan. For the avoidance of

doubt such information shall include the cyber security accreditation of the Sub-Contractor and/or lower tier Sub-Contractor as appropriate; and

2.1.9 include provisions equivalent to this Schedule in all lower tier Sub-Contracts (the “equivalent provisions”) and, where a lower tier Sub-Contractor breaches terms implementing this Schedule in a Sub-Contract, the Sub-Contractor shall, and shall procure that their lower tier Sub-Contractors shall, in exercising their rights or remedies under the relevant Sub-Contract:

- (a) notify the Main Contractor and the MOD of any such breach and consult with the Main Contractor and the MOD regarding any remedial or other measures which are proposed as a consequence of such breach, taking the MOD's views into consideration; and
- (b) have regard to the equivalent provisions.

### **3. Records**

3.1 The Sub-Contractor shall keep and maintain, and shall ensure that any lower tier Sub-Contractor shall keep and maintain, until six (6) years after termination of Contract term or final payment under this Sub-Contract, or as long a period as may be agreed between the Parties, full and accurate records including but not limited to:

3.1.1 copies of all documents required to demonstrate compliance with DEFSTAN 05-138 and this Schedule, including but not limited to any information used to inform the CSM Risk Assessment Process and to carry out the CSM Supplier Assurance Questionnaire, together with any certificates issued to the Sub-Contractor and/or any lower tier Sub-Contractor.

3.1.2 copies of all documents demonstrating compliance with 2.1.5 and in relation to any notifications made under 2.1.6 and/or investigation under 2.1.7.

3.2 The Sub-Contractor shall, and shall ensure that any lower tier Sub-Contractor shall, on request provide the MOD, the MOD's representatives and/or the relevant Main or Sub-Contractor's NSA/DSA such access to those records under 3.1 as may be required in connection with this Sub-Contract.

### **4. Audit**

4.1 In the event of a Cyber Security Incident the Sub-Contractor agrees that the MOD and its representatives, in coordination with the relevant Main or Sub-Contractor's NSA/DSA, may conduct such audits as are required to establish:

- 4.1.1 the cause of the Cyber Security Incident,
  - 4.1.2 the impact of the Cyber Security Incident,
  - 4.1.3 the MOD Identifiable Information affected, and
  - 4.1.4 the work carried out by the Sub-Contractor to resolve the Cyber Security Incident and to mitigate the effects, to ensure that the Cyber Security Incident is resolved to the satisfaction of the MOD and the NSA/DSA.
- 4.2 In addition to the rights in 4.1 above, the Sub-Contractor agrees that the MOD, its representatives and/or the relevant Main or Sub-Contractor's NSA/DSA, either solely or in any combination, may at any time during the Contract and for a period of six (6) years after termination of this Sub-Contract or the end of the Sub-Contract term or final payment under the Sub-Contract whichever is the later, but not more than once in any calendar year, conduct an audit for the following purposes where the Sub-Contractor continues to hold MOD Identifiable Information:
- 4.2.1 to review and verify the integrity, confidentiality and security of any MOD Identifiable Information;
  - 4.2.2 to review the Sub-Contractor's and/or any lower tier Sub-Contractor's compliance with their obligations under DEFSTAN 05-138 or a Cyber Implementation Plan; and
  - 4.2.3 to review any records created during the provision of the Contractor Deliverables, including but not limited to any documents, reports and minutes which refer or relate to the Contractor Deliverables for the purposes of 3.1.1 and 3.1.2 above.
- 4.3 The MOD, acting reasonably and having regard to the confidentiality and security obligations owed by the Sub-Contractor to third parties, shall propose the scope of each audit in writing with a view to seeking the agreement of the Sub-Contractor but shall make the ultimate decision on the scope. For the avoidance of doubt the scope of the audit shall not grant the MOD any unsupervised access to any of the Sub-Contractor's information systems or electronic communications networks. The MOD and the Main Contractor shall use their reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Sub-Contractor and/or lower tier Sub-Contractor or delay the provision of the Contractor Deliverables and supplier information received in connection with the audit shall be treated as confidential information.
- 4.4 The Sub-Contractor shall, and shall ensure that any lower tier Sub-Contractor shall, on demand provide the MOD and any relevant regulatory body, including the relevant Main or Sub-Contractor's NSA/DSA, (and/or their agents or representatives), together "the Auditors", with all reasonable cooperation and assistance in relation to each audit, including but not limited to:
- 4.4.1 all information requested by the MOD within the permitted scope of the audit;

- 4.4.2 reasonable access to any Sites controlled by the Sub-Contractor or any Associated Company and any lower tier Sub-Contractor used in the performance of the Sub-Contract to the extent required within the permitted scope of the audit and, where such Sites are outwith the control of the Sub-Contractor, shall secure sufficient rights of access for the Auditors as shall be necessary to allow audits to take place; and
- 4.4.3 access to any relevant staff.
- 4.5 Where the Main Contractor is provided with notice of the audit by the MOD and/or the relevant NSA/DSA, the Main Contractor shall endeavour to (but is not obliged to) provide at least 15 calendar days' notice to the Sub-Contractor of the intention to conduct an audit.
- 4.6 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Schedule, unless the audit identifies a material breach of the terms of this Schedule by the Sub-Contractor and/or a lower tier Sub-Contractor in which case the Sub-Contractor shall reimburse the Main Contractor and the MOD as appropriate for all the reasonable costs incurred in the course of the audit.
- 4.7 The Sub-Contractor shall in their lower tier Sub-Contracts procure rights for the MOD to enforce the terms of this clause 4 of this Schedule in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 5. General**
- 5.1 On termination or expiry of this Sub-Contract the provisions of this Schedule shall continue in force so long as the Sub-Contractor and/or any lower tier Sub-Contractor holds any MOD Identifiable Information relating to this Sub-Contract.
- 5.2 Termination or expiry of this Sub-Contract shall not affect any rights, remedies, obligations or liabilities of the Parties under this Schedule that have accrued up to the date of termination or expiry, including but not limited to the right to claim damages in respect of any breach of this Sub-Contract which existed at or before the date of termination or expiry.
- 5.3 The Sub-Contractor agrees that the MOD has absolute discretion to determine changes to DEFSTAN 05-138 or the Cyber Risk Profile or both and issue new or updated Cyber Security Instructions. In the event that there is such a change to DEFSTAN 05-138 or the Cyber Risk Profile or both, then the Sub-Contractor may seek an adjustment to the contract price from the Main Contractor for any associated increase or decrease in costs and the Sub-Contractor may request an extension of time for compliance with such revised or amended DEFSTAN 05-138 or Cyber Risk Profile or both provided always that the Sub-Contractor shall seek to mitigate the impact on time and cost to the extent which it is reasonably practicable to do so and further provided that such



costs shall not be allowed unless they are considered to be appropriate, attributable to this Sub-Contract and reasonable in all the circumstances.

- 5.4 The Sub-Contractor shall not recover any costs and/or other losses under or in connection with this Schedule where such costs and/or other losses are recoverable or have been recovered by the Sub-Contractor elsewhere in this Contract or otherwise. For the avoidance of doubt this shall include but not be limited to the cost of implementing any upgrades or changes to any information system or electronic communications network whether in response to a Cyber Security Incident or otherwise, where the Sub-Contractor is able to or has recovered such sums in any other provision of this Sub-Contract or has recovered such costs and/or losses in other contracts between the Sub-Contractor and the Main Contractor or with other bodies.

**SIGNED** for and )  
on behalf of )  
**UNIVERSITY OF** )  
**BRISTOL** )

Name:

Title:

Date:

**SIGNED** for and )  
on behalf of )  
**[•]** )

Name:

Title:

Date:

