

Document Control

Ver. x.xxxx Author: xxxxxx Status: REDACTED Classification: UNCLASSIFIED

Services Engagement Agreement

Contract Structure

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SERVICES AGREEMENT

STANDARD TERMS OF SUPPLY

This Agreement is made between CDD and the Client (which may be individually and jointly referred to as "Party" and/or "parties" in this Agreement) and contains the terms and conditions under which CDD will deliver properly described technical services and project activities and/or other deliverable capability to the Client. These terms supersede and replace any and all other terms including without limitation any alternate terms in the Purchase Order or any subsequent documentation provided by Client

1. Definitions

1.1 The following definitions shall apply to this Agreement. Other capitalised expressions have the meanings given where they otherwise appear.

Agreement: these terms and conditions, together with the assignments that define the overall Scope of the Services and Works (SSW) and outcomes and any other documents expressly incorporated into this Agreement each as may be amended from time to time in accordance with these terms and conditions, noting that the contract duration encompasses and/or otherwise automatically supersedes the assignment delivery dates.

Assignment: is a logical unit of work associated with this agreement with specifically stated duration (that may in effect, intentionally extend the duration of the contract), Scope of Work (within the overall SSW), prevailing Quality Assurance regime and Charges. The assignment will usually be coordinated by the disciplines described in Appendix B.

CDD: Cyber Defence Dynamics Ltd. Registration No. 08553058. Registered office: 2 Fairfield Avenue Felixstowe Suffolk IP11-9JN

CDD Background IPR: IPR owned by CDD prior to the commencement of the Term, or IPR which is created during the course of but not directly under the Project or not paid for within the Charges, and IPR licensed to CDD by a third party;

Charges: the agreed prevailing rate payable within the agreed time for the project services, technical activities and deliverables associated with each assignment encompassed by the contract.

Client: company, legal entity, or person named as customer, client or buyer on the Purchase Order

Charges: the Charges for the Project set out in the Scope of Supply;

Client Data: all data, information, text, drawings, diagrams, images or sounds (together with any database made up of any of the foregoing) which are embodied in any written, electronic or tangible medium, and which are supplied to or in respect of which access is granted to CDD by the Client in relation to the provision of the Project, or which CDD and or its systems is required to generate, collect, process, store and or transmit under this Agreement;

Client Background IPR: IPR and Client Data owned by the Client prior to the commencement of the Term and IPR licensed to the Client by a third party;

Client IPR: both the Client Background IPR and the Client Foreground IPR

Commencement Date: the date set out in the Purchase Order, or if no specific date is defined, then the effective date of the Purchase Order;

Confidential Information: any information that has been or will be supplied or made available directly or indirectly by one party to the other, which is marked or otherwise communicated to be confidential, private or otherwise or whose nature is such that a recipient of it would reasonably consider it to be confidential, including but not limited to business plans, product development details, methodologies, application solutions, software specifications, software code, software design and development details, names and sensitive information pertaining to the party's customers and suppliers;

Data Protection Legislation: in the EU, the General Data Protection Regulations 2016/679 (GDPR) effective from 25 May 2018 and equivalent legislation in other applicable jurisdictions;

Ex-Works(EXW): has the meaning as defined within the International Chamber of Commerce (ICC) Incoterms 2010 documentation;

Fitness for Purpose: relates to the properties of the emerging materials, process, documentation and overall quality of that resulting from the SSW or SoW(s) and prevailing Quality Assurance processes encompassed by the Assignment(s);

Force Majeure Event: any act, event or circumstance or combination of acts, events or circumstances, the cause of which is neither of either party's making nor within the reasonable control of the party claiming that a Force Majeure Event has occurred, including without limitation an act of God, war, terrorism, pandemic, fire, flood, earthquake, explosion or civil commotion;

Foreground IPR: IPR which is developed during the Term under or directly in connection with the Project and which is paid for as part of the Charges;

NDA: the separate agreement to maintain fully private all matters relating to the client's business and that of CDD. This also includes matters relating to both CDD's and the Client's IPR;

IPR: patents, trade secrets, processes and technical approach, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world:

IR35: HMRC's ITEPA(2003) regulations encompassing assessment of Employment Status and the taxation rules that may otherwise apply.

Pre-Contractual Statement: any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the Project, other than as expressly set out in this Agreement;

Purchase Order: the purchase order issued by the Client in respect of this Agreement;

Project: the activities to be performed (including any Deliverables) under this Agreement, the full scope of which is described in the over all Scope of Services and Work(SSW), Assignment(s) and

their specific Scope of Work(SOW) and described in a manner conformant with Appendix B.;

Project Deliverables: the deliverables to be provided as part of the Project, as defined in the SSW or SOW.

Quality Assurance(QA): is the set of processes that is derived from the those provided by CDD, or the client, or a hybrid approach formed from both, that generates a clear quality assessment method that assures the deliverables emerging from the Project's SoW are fit for purpose and within specification. The administrative approach to QA is described in terms of the instruments proved in Appendix B. and Appendix C.;

Scope of Services and Work or **SSW**: the CDD proposal or subsequent document set out in the Purchase Order describing the Project, the Charges, timeframes and other pertinent details that relate to the provision and delivery of services and work to be undertaken. Note that SSW specifically excludes all activities incorporated in the process of international export and consideration of the preparation of dual use technology as may arise.

Scope of Work: the SoW is a description of the activities/apparatus designed to be delivered in the course of this agreement and/or Assignment and is/will be, reflected in any associated project planning, quality assurance programme and risk analytics contemplated in the course of an Assignment.

Term: the meaning given to it in Clause 4.1. (i.e. the period indicated in Assignment and/or Scope of Work, unless terminated earlier in accordance with this Agreement or extended by mutual agreement in accordance with clauses 2.7 and 13 or by the agreed allocation of an Assignment).

2. Project

- 2.1 CDD shall perform the Project. The Client will pay the Charges.
- 2.2 CDD will use reasonable endeavours to perform the Project within the timescales stated in the Scope of Supply. No changes to the scope of the Project or otherwise will be effective unless and until the parties have agreed in writing the details of the change in accordance with clause 13
- 2.3 The Client shall provide the information, materials and assistance that CDD reasonably requests for the performance of the Project (including but not limited to any specific dependencies set out in the Scope of Supply) and shall ensure that the Client's employees, third party suppliers and sub-contractors co-operate with CDD as necessary for the performance of the Project.
- 2.4 CDD has based its charges and proposals on the information provided to CDD by the Client. If CDD determines that such information is incorrect or deficient or that the Client is unreasonably withholding information, materials or assistance reasonably requested in accordance with clause 2.3, and CDD can demonstrate to the Client that this will impact the performance of the Project , CDD may submit to the Client proposed revisions to the Project , timeframes and/or Charges. If the parties fail to agree such revisions within 15 days of such proposal and are unable to resolve the matter within an agreed timeframe by escalation to their respective authorised representatives, CDD will be entitled to cease work and to terminate this Agreement immediately on giving notice and the Client will pay CDD for any work done and Project provided prior to the date of termination.
- 2.5 If either party becomes aware of any matters which may affect the performance of the Project, or if it has

reason to anticipate the occurrence of such matters, that party shall promptly notify the other of the matter and the anticipated duration of their impact. The parties will then discuss in good faith to agree a resolution of the matter.

- 2.6 CDD shall be excused from the performance of its obligations to the extent it is prevented from such performance or its performance of the Project is impaired by the Client's failure to perform any of its responsibilities and/or obligations under this Agreement or otherwise (including but not limited to any specific dependencies or obligations set out in the Scope of Supply, and CDD's non-performance will not be a breach of this Agreement. CDD will be entitled to charge for the Project affected as if it had been able to perform them.
- 2.7 CDD recognises the following documents that describe in greater depth, the requirements as proposed by the client:

These documents exist and can be used to describe that which may be delivered, but they are subject to other agreements.

3. Governance

- 3.1 CDD and the Client will each appoint a representative to act as a liaison point between the parties. At agreed intervals, the respective representatives will review progress of the Project and discuss matters arising. Any dispute which cannot be resolved through these representatives after a reasonable time shall be referred promptly to the appropriate level of management of each party who will use all reasonable endeavours to reach a resolution of the issue prior to any formal proceedings.
- 3.2 A party's personnel visiting or working on the other party's premises will comply with security, confidentiality, safety and conduct policies at such sites as are notified to them and to the relevant party in writing and shall conduct themselves in a professional manner.
- 3.3 In addition to any additional or specific facilities as stated in the SSW and/or SOW, the Client shall, at no cost to CDD, make available to CDD personnel working on Client's sites, facilities such as, but not limited to, security access, vehicle parking, normal office facilities (e.g.VoIP, display, print and copy services), telephony, comfort arrangements, network access as appropriate security (and classification) permits.
- 3.4 Nothing in this Agreement shall be construed as:
 - a) constituting the parties as principal and agent, partners, joint ventures, or participants in any joint undertaking:
 - b) allowing either party to direct any personnel of the other party; nor
 - c) creating or assuming any obligations on behalf of the other party for any purpose.
- 3.5 During the Term and for a period of one year afterwards, neither party shall, without the prior written consent of the other, either directly or indirectly solicit for employment or endeavour to entice away any employee of the other who has been involved in a material role in the performance of the Project. This restriction shall not apply to any response to a bona fide hiring campaign or advertisement.
- 3.6 Where either party wishes to make any changes to this Agreement it shall raise a change request to the other party. Any resultant impacts to the Project, including but not limited to delivery times and pricing shall be clearly identified. The parties shall use reasonable endeavours to agree changes within 10 working days but no changes shall be valid until agreed by both parties in writing.

3.7 Should there become a risk of the delivery of the Services becoming subject to IR35 rules, the Client must inform CDD immediately. A review of delivery practices must be assessed by CDD and the Client in their respective SDS and re-negotiation of the Assignment(s), SOW and Contract may take place. Failure of Client to inform CDD of variation in the SDS may result in invocation of Clause 4.2.5.

4. Term and Termination

- 4.1 This Agreement shall commence on the Commencement Date and continue for the period indicated in Assignment and/or Scope of Work, ("Term") unless terminated earlier in accordance with this Agreement or extended by mutual agreement in accordance with clauses 2.7 and 13 or by the agreed allocation of an Assignment.
- 4.2 This Agreement shall terminate:
 - 4.2.1 automatically upon expiry of the Term; or
 - 4.2.2 by CDD immediately on giving written notice to the Client if the Client fails to pay any undisputed sum due under this Agreement and such sum remains unpaid for fourteen(14) days after written notice requiring payment has been given by CDD; or
 - 4.2.3 by CDD under clause 2.4; or
 - 4.2.4 by either party immediately by written notice to the other if the other commits a material breach of this Agreement which is incapable of remedy, or a material breach capable of remedy immediately by giving written notice where the party in breach has failed to remedy such breach within thirty (30) days after the receipt of a request in writing to the other party to do so (or such other time to remedy as the parties otherwise agree); or
 - 4.2.5 by the Scope of Work or Assignment deemed to have fallen into IR35 rules, either by accident or intentional progression by the client, whereupon the balance of all charges described in the assignment(s) become immediately payable.

4.3 Effects of Termination

- 4.3.1 On termination of this Agreement, each party shall promptly return to the other all originals and any (other than electronic copies which shall be deleted) copies of any of the other party's data, records, or materials of whatever nature or kind, in whatever form, except as may be required for purposes of audit or which the owner has agreed may be retained, or if so agreed, shall destroy it.
- 4.3.2 Within ten(10) days of termination of this Agreement, CDD shall submit to the Client an invoice for any charges or expenses which are due under this Agreement which have not been invoiced and the Client shall make payment against such invoice in accordance with the provisions of clause 4.
- 4.3.3 Clauses 3.1, 3.3, 3.4, 5, 6, 7, 9, 11, 12, 14, 15, 16 and 17 will persist beyond the termination date of this Agreement.
- 4.3.4 Unless specifically terminated, the Agreement can be expediently extended by the Client, to encompass further assignments (with specifically assigned SOW(s) and agreed Charges), thus avoiding the need to re-establish identical terms acceptable by both parties having been previously agreed.

4.3.5. It remains the responsibility of CDD and the Client to maintain their respective IR35 status (i.e. being OUTSIDE) to ensure that no liability arrises at any time after termination of the contract or assignment(s) and in accordance with HMRC policy described in ESMs.

5. Charges and Payment Terms

- 5.1 Except as may be specifically stated in the Scope of Supply, CDD will invoice the Client monthly and all charges are due and payable within 30 days from date of invoice and shall be paid without any set-off. CDD reserves the right to suspend performance of the Project by giving 30 days' notice if the Customer has withheld payment of Charges due (unless they are the subject of a bona fide dispute, in which case the Customer shall pay the undisputed amount in accordance with this clause 5.1).
- 5.2 Charges are stated exclusive of applicable Value Added Tax, or local equivalent, which shall be paid as set out in the relevant invoice.
- 5.3 The Project Deliverables are provided on an EXW basis and all Charges are exclusive of delivery costs, shipping costs, import taxes and other similar delivery costs all of which are the responsibility of the Client unless otherwise specifically stated and fully described in the assignment(s).

6. Confidentiality

- 6.1 Each party shall keep the other's Confidential Information confidential and use it only for the purposes of performing the Project or receiving the Project Deliverables or for exercising their rights or performing their obligations under this Agreement.
- 6.2 This restriction does not apply to Confidential Information that:
 - 6.2.1 was in or comes into the rightful possession of the other party free of obligations of confidence; or
 - 6.2.3 passes into the public domain other than through a breach of confidence by the recipient; or
 - 6.2.4 is or has been independently developed by the recipient.
- 6.3 Notwithstanding the provisions of clause 6.1, each party may disclose the other's Confidential Information:
- 6.3.1 to their respective legal advisers or insurers (only for the purposes of any actual or threatened dispute between the parties or potentially insured claim); or
- 6.3.2 to a third party, solely to the extent that such disclosure is required by court order, law or regulation where there is a duty or requirement to disclose provided that (without breaching any legal or regulatory requirement) where reasonably practicable not less than 2 business days' notice in writing is first given to the other party and, where not practicable, prompt notice is given of such disclosure when permissible; or
- 6.3.3 to its advisors, personnel and sub-contractors who have a need to know such Confidential Information for the performance of the Project or receipt of the Project Deliverables, provided that the disclosing party ensures that the party to whom the Confidential Information is disclosed enters into obligations of confidentiality which protect the Confidential Information to no less an extent as the obligations contained in this clause.

7. Intellectual Property Rights and Licences

7.1 Ownership

- 7.1.1 Client Background IPR shall remain the property of the Client or the relevant third party and shall not be affected by anything contained in this Agreement or otherwise. CDD Background IPR shall remain the property of CDD or the relevant third party and shall not be affected by anything contained in this Agreement or otherwise.
- 7.1.2 All Foreground IPR (which for the avoidance of doubt means the IP created by Client under or directly in connection with this agreement) shall or shall upon creation immediately vest, in the Client and to the extent any such ownership vests in CDD on creation by virtue of law, CDD hereby agrees to do all things necessary to ensure that such Foreground IPR shall be assigned to and vest in the Client.

7.2 Licences granted by the Client

- 7.2.1 The Client shall ensure that it possesses sufficient rights in Client IPR and Client Data to enable it to receive the Project Deliverables as contemplated in the SSW or SOW and to enable it to grant the licence rights to CDD set out in this clause 7.2.
- 7.2.2 The Client grants (or shall procure its third party licensors grant) to CDD a non-exclusive, non-transferable (except as specifically stated in this Agreement) right to use Client IPR during the Term to the extent necessary to enable the delivery of the Project including making reasonable numbers of copies, provided that any such copies are for its own internal business purposes. For the avoidance of doubt, CDD shall not have the right sub-licence any Client IPR to any third parties (expect to CDD's parent company, and then only to the extent strictly necessary to enable delivery of the Project) without the express prior permission in writing provided by the Client.
- 7.2.3 The Client shall indemnify, defend and hold CDD harmless and keep CDD indemnified against all actions, claims, demands, proceedings, damages, costs, charges, expenses and liabilities arising from or incurred by reason of any infringement or alleged infringement of any IPR of any third party by the use or possession by CDD or the installation or hosting of any material provided by or on behalf of the Client, including but not limited to Client IPR and Client Data.

7.3 Licences granted CDD

- 7.3.1 CDD shall ensure that it possesses sufficient rights in CDD IPR to enable to perform the Project as contemplated in this Agreement and to enable it to grant the licence rights to the Client set out in this clause 7.3.CDD grants (or shall procure its third party licensors grant) to the Client non-exclusive, non-transferable (except as specifically stated in this Agreement) rights to use CDD IPR during the Term to the extent necessary to enable the delivery of the Project including making reasonable numbers of copies, provided that any such copies are for its own internal business purposes. For the avoidance of doubt, the Client shall not have the right sub-licence any CDD IPR or to share any CDD IPR to any third parties without the express prior permission in writing of CDD.
- 7.3.2 CDD shall indemnify defend and hold the Client harmless and keep the Client indemnified against all actions, claims, demands, proceedings, damages, costs, charges, expenses and liabilities arising from or incurred by reason of any infringement or alleged infringement of any third party IPR by the Client's use or possession in accordance with this Agreement of CDD IPR.

7.4 Conduct of indemnity claims

The indemnities at clause 7.2.2 and clause 7.3.2 are subject to the following:

- 7.4.1 the indemnified party giving the indemnifying party prompt notice of any claim under clause 7.2.2 or clause 7.3.2 ("Indemnity Claim");
- 7.4.2 the indemnified party giving the indemnifying party control of, and any assistance (at the indemnifying party's cost) reasonably requested in relation to the negotiation, defence and settlement of the Indemnity Claim;
- 7.4.3 the indemnified party not making any admissions or compromise in relation to the Indemnity Claim; and
- 7.4.4 the indemnified party using reasonable endeavours to mitigate the damages, costs, charges, expenses and liabilities arising from or incurred by reason of the Indemnity Claim.

8. Warranties

- 8.1 CDD will perform the Project using reasonable care, skill and competence at all times.
- 8.2 Save as expressly stated in this Agreement, all conditions, warranties, guarantees, terms and undertakings, express or implied, whether by common law, statute or otherwise, including any warranties of satisfactory Quality Assurance or Fitness for Purpose or description are hereby excluded to the maximum extent permitted by law.

9. Limitation of Liability

- 9.1 Except as provided in clauses 9.2 and 9.3, each party's liability (other than liability relating to payment of the Charges) to the other, under or in connection with this Agreement or any collateral contract, whether in contract, tort (including liability for breach of warranty, negligence or strict liability in tort or otherwise), shall be limited to the total Charges then paid for the Project and in aggregate to the total Charges payable as set out in the SSW and/or Project Deliverables.
- 9.2 Neither party shall be liable for:
 - (i) any loss of actual or anticipated profit, savings, revenue; or
 - (ii) any loss of goodwill or business opportunity; or
 - (iii) any loss of or damage to or corruption of data; or
 - (iv) wasted management or user time; or (v) engagement of replacement services; or
 - (vi) any indirect or consequential loss or damages whatsoever and howsoever arising, all even if advised of their possibility.
- 9.3 Neither party excludes or restricts its liability for fraud, fraudulent misrepresentation, or for death or personal injury resulting from its own negligence or for the indemnities in clauses 7.2.2, 7.2.3 or for any breach of its obligations in clause 16.
- 9.4 Except in respect of payment obligations, neither party shall be liable for any delay or failure to perform to the extent that it is prevented or hindered in such performance by a Force Majeure Event.

10. Assignment and subcontracting

10.1 CDD may sub-contract the performance of all or part of the Project but shall remain primarily responsible for the provision of the Project. Unless there is objection to doing so:

- 10.1.1 CDD will consult with the Client as to the rights and the acceptability of the sub-contractor. The Client has the right to reject the sub-contractor.
- 10.2 The Client shall not assign any of its rights under this Agreement without the prior written consent of CDD, which consent shall not be unreasonably withheld. If a person (the "Successor") succeeds (whether by sale, assignment, transfer, operation of law or otherwise) to the whole or part of the business of CDD, then CDD shall have the right to novate to the Successor, and the Successor shall have the right to accept and assume CDD's rights and obligations under or in connection with, this Agreement.

11. No Waiver

11.1 Any waiver, concession or extra time given is limited to the specific circumstance for which it was given and does not affect any other rights a party may have.

12. Assignments, Statements of Work and Non-Disclosure Agreements

- 12.1 Each party agrees that the programme of work may be structured into separate assignments in order to reduce the risk associated with advanced modular developments. The Assignment structure is described in separate document emerging from the Project Brief and Advanced Project Brief in Appendices B and C.
- 12.2 Statement(s) of Work may be issued and agreed with the client in accordance with the approved deliverables and timeframes using the requisite elements of standard methodology described in Appendix B.
- 12.3 Advanced project quality and management Statement(s) of Work may be issued and agreed with the client in accordance with the approved deliverables and timeframes using the requisite elements of standard methodology described in Appendix C.
- 12.3 A Non-Disclosure Agreement will be approved and signed by both parties, the form used in Appendix A.

13. Entire Agreement/Amendments

13.1 Each party agrees that:

- 13.1 1 this Agreement constitutes the entire agreement and understanding between the Client and CDD and supersedes any previous agreement between them or any proposals, quotations or similar relating to the Project (which shall be deemed to have been terminated by mutual consent) and takes precedence over the terms and conditions of any purchase order or other document issued by the Client before or after the date of this Agreement; and
- 13.1.2 in entering into this Agreement neither party has relied on any Pre-Contractual Statement; and
- 13.1.3 the only remedy available to either party for breach of this Agreement shall be for breach of contract under the terms of this Agreement and neither party shall have any right of action against the other party in respect of any Pre-Contractual Statement, whether founded under contract, tort, negligence or otherwise. For the avoidance of doubt, nothing in this Agreement shall operate to limit or exclude any liability for fraud.
- 13.2 No amendment to this Agreement will be valid unless and until agreed in writing between the parties in the form of an amendment to this Agreement and signed by the relevant authorised representatives of the parties.

- 13.3 The SSW may be updated by written agreement of the parties in accordance with an agreed change process for such amendments. The provisions of clause 13.2 shall apply equally to amendments contemplated by this clause 13.3.
- 13.4 The agreed allocation of an Assignment with a completion date envisaged/stated beyond the prior agreed natural termination of the contract, will logically extend the duration of the terms of the contract to encompass the end of the assignment. The provisions of clause 13.2 shall apply equally to amendments contemplated by this clause 13.4.

14. Notices

- 14.1 Notice to terminate or relating to any breach, dispute or intention to make any claim under this Agreement shall be in writing signed by or on behalf of the party giving it and sent to the recipient's registered office for the attention of the managing director or equivalent of the recipient, with a copy to the recipient's legal office. Notices must be served by personal delivery or first class registered post (or registered airmail in the case of an address for service outside the sender's location) or by facsimile transmission (fax). Any notice shall be deemed to have been received, if delivered personally, at the time of delivery; if sent first class registered post, 2 business days from the date of posting; if sent by registered airmail, 5 business days from the date of posting; and if sent by fax, at the time of transmission, but if deemed receipt occurs after 1700h on a business day, or at any time during a day that is not a business day, (recipient's local time) the notice shall then be deemed received at 0900 on the next business day.
- 14.2 In proving service it shall be sufficient to prove delivery to show that the envelope containing the notice was addressed to the registered office address of the relevant party (or as otherwise notified by that party) and delivered either to that address or into the custody of the postal authorities as a first class registered post or registered airmail, or, where the notice was transmitted by fax, that the sender's facsimile machine produced confirmation of error-free transmission to the correct fax number of the relevant party.

15. Order of Precedence

- 15.1 If there is any conflict between the provisions of any document which forms part of this Agreement the order of precedence shall be as follows:
 - 1. these terms and conditions;
 - 2. the Scope of Supply;
 - 3. the Purchase Order

16. Personal Data

(The capitalised terms in this clause 16 have the same meaning as is set out in the Data Protection Legislation)

- 16.1 From time to time under this Purchase Order and any Contract, either Party may act as a Data Processor and the obligations set out in the remainder of this clause shall apply. The Processor acknowledges and agrees that nothing in this agreement relieves the Processor from its responsibilities and liabilities under the Privacy Laws.
- 16.2 When the Processor Processes Personal Data in the course of providing the Services, the Processor will:
 - 16.2.1 Process the Personal Data only in accordance with written instructions from the Controller, including with regard to transfers of Personal Data to a third country or international organisation except where required to do so by law. If the Processor is required by law to Process the Personal

Data for any other purpose, the Processor will inform the Controller of this requirement before the Processing, unless that law prohibits this on important grounds of public interest;

- 16.2.2 take reasonable steps to ensure the reliability and competence of the Processor personnel who have access to the Personal Data:
- 16.2.3 ensure that the personnel required to Process the Personal Data:
 - (a) are informed of the confidential nature of the Personal Data;
 - (b) are subject to appropriate obligations of confidentiality; and
 - (c) 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;
- 16.2.4 implement and maintain appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure;
- 16.2.5 taking into account the nature of the Processing, assist the Controller:
 - (a) in so far as it is possible, in fulfilling the Controller's obligations to respond to requests from Data Subjects exercising their rights. The Processor shall notify the Controller of any requests from Data Subjects without undue delay; and
 - (b) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the Data Protection Legislation;
- 16.2.6 on expiry or termination of this Agreement, at the Controller's option, either delete or return to the Controller all the Personal Data (unless the Processor is required to retain it by law);
- 16.2.7 make available to the Controller all information necessary to demonstrate its compliance with its obligations in this agreement and allow the Controller and its auditors or authorised agents to conduct audits and inspections during the term of this Agreement (and provide reasonable assistance in connection therewith) for the purpose of verifying that the Processor is Processing Personal Data in accordance with the Processor's obligations under this Agreement and the Data Protection Legislation; and
- 16.2.8 not give access to or transfer any Personal Data to any third party (including any group companies or sub-contractors) without the prior written consent of the Controller. Where the Controller does consent to the Processor engaging a sub-contractor to carry out any part of the Services, the Processor must ensure the reliability and competence of the third party, its employees and agents who may have access to the Controller Personal Data and must include in any contract with the third party, provisions in favour of the Customer which are equivalent to those in this clause 16 and as are required by applicable Privacy Laws. For the avoidance of doubt, where a third party fails to fulfil its obligations under any sub-processing agreement or any applicable Privacy Laws, the Processor will remain fully liable to the Controller for the fulfilment of the Processor's obligations under this agreement and the Main Agreement.
- 16.3 The Processor shall notify the Controller immediately if, in the Processor's opinion, an instruction for the Processing of Controller Personal Data given by the Controller infringes applicable Privacy Laws.
- 16.4 The Processor shall communicate any claims or requests in respect of the Controller Personal Data without delay to the Controller.

16.5 If the Processor becomes aware of any accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure of, or access to any Personal Data that the Processor Processes when providing the Services (a "Personal Data Breach"), the Processor will:

- 16.5.1 notify the Controller within two days;
- 16.5.2 provide the Controller (as soon as possible) with a detailed description of the Data Breach, the type of Personal Data that was the subject of the Data Breach and the identity of each affected person, as soon as such information can be collected or otherwise becomes available (as well as periodic updates to this information and any other information the Controller may reasonably request relating to the Data Breach); and
- 16.5.3 not release or publish any filing, communication, notice, press release, or report concerning the Data Breach without the Controller's prior written approval (except where required to do so by law).
- 16.6 If, pursuant to Article 28(7) or Article 28(8) of the GDPR, the Information Commissioner adopts standard contractual clauses for the matters referred to in Article 28(3) and Article 28(4) of the GDPR and the Controller notifies the Processor that it wishes to incorporate any element of any such standard contractual clauses into the Agreement, the Processor will agree to the changes as reasonably required by the Controller to achieve this.
- 16.7 The Processor will not Process Personal Data outside the European Economic Area, or a country in respect of a valid adequacy decision has been issued by the European Commission, except with the prior written consent of the Controller. Where the Controller gives its consent, such transfers will be made subject to the terms of the model clauses for the transfer of Personal Data to data processors established in third countries adopted by the European Commission or any replacement or additional form approved by the European Commission or as applicable in the UK.

17 Severable Agreement

- 17.1 If any provision of this Agreement is found by any competent court or administrative body to be invalid or unenforceable, such invalidity or non-enforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
- 17.2 The parties shall attempt to agree as a substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

18. Law/Disputes

- 18.1 If there is any dispute in respect of this Agreement the parties shall first attempt to reach in good faith a negotiated settlement of the issue by means of internal escalation within their organisations.
- 18.2 If a matter has not been resolved internally within 15 business days of a dispute being raised then either party may request that the matter is resolved through binding mediation using the services of the Centre for Effective Dispute Resolution to facilitate the mediation process. If the dispute is not resolved through negotiation or mediation the dispute may be resolved in the courts under clause 18.3.
- 18.3 This Agreement and any disputes arising in relation to it shall be construed in accordance with the laws of the UK.

19. Signatures & Ratification	
Agreement Signatures:	
	Adjustments in preparation

Appendix A: Dual Directional Non-Disclosure Agreement		
Adjustments in preparation		

Appendix B: Project Control Expectations

CDD undertakes conventional project administration necessary to deploy instruments that encompass the following functions which are critical to the timely and controlled delivery of programmes of work, including:

Common Standard Processes

Project Administration Overview
High-Level Product Description
Modular-Level Product Description
Business Case
Work Package Definition
Communications Management Strategy
Project Quality Management Strategy
Project Brief

Project Control

Project Plan
Project Configuration Control Strategy
Configuration Item Strategy
Project Benefits Review Plan
Project Initiation Document

Project Stage Management

Project Checkpoint Report Project Highlight Report

Project Risks and Issues

Project Risk Report & Management Strategy Project Issue Report Project Exception Report

Project Stage Administration/Completion

End Project Stage Report End Project Report Product Status Account Project Activity Log Lessons Learnt Report

These represent the usual output emerging from a CDD project delivery (and may provide the basis of other methodologies such as SCRUM / AGILE). Appendix C. identifies a set of delivery instruments that can be interspersed with the above mechanisms in order to augment the control of the delivery process and ensure the most efficacious, bespoke delivery methodology is achieved.

Appendix C: Advanced Project Control Expectations

CDD undertakes advanced project administration in situations where the project brief may be very challenging in quality assurance terms. As a consequence, it is necessary to deploy instruments that encompass the following functions which are critical to the timely and controlled delivery of programmes of work to accompany the processes in Appendix B., including:

Advanced Project Brief

Technical Resource Description

Programme/Project Quality Criteria & Metrication

Requirements Engineering

System Design Options Analytics

Underpinning Design Architecture Analysis

Project Modularity and Logical Arrangement

Coding Standards and Application Design Preparation

Design Options Verification (TWINDA))

Requirements Verification and Sanity Assurance

Design Ethics, System Safety and Legality

Requirement Feasibility Analytics

Coding Standards Conformance and Efficiency

Processing Resource Analytics

Detailed Technical Design Prototyping

Interoperability + Process Integrity

Technical Research Analytics

Modular Design Cycle

Operational Design Architecture Verification

Modularity and Logical Design Verification

Coding and Data Verification