



General

British Telecommunications Limited

General Conditions

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These General Conditions are entered into by and between British Telecommunications limited, a company incorporated in England and Wales (registered no. 1800000) having its registered office at 1 Braham Street, London, E1 8EE ("BT") and the Supplier (each a "**Party**" and together the "**Parties**"). Each Party agrees to these General Conditions.

1. STRUCTURE AND SCOPE

1.1 The contract between BT and the Supplier comprises the following documents (the "**Contract**");

1.1.1 these General Conditions;

1.1.2 the Purchase Order; and

1.1.3 any Supplier's standard terms attached to, enclosed with, or referred to in the Contract.

If there is any conflict or inconsistency in or between any parts of the Contract, the order of precedence of these documents will be in the order listed above.

1.2 Unless expressly stated otherwise, nothing in the Contract will be construed as requiring BT to give the Supplier any rights of exclusivity or preferred supplier status.

2. CHARGES AND PAYMENT

2.1 The charges for the Goods, Software and/or Services will be calculated in accordance with the Contract. No further amounts will be payable by BT for such Goods, Software and/or Services or the performance of the Supplier's obligations under the Contract.

2.2 BT will within: (i) 60 days; or, (ii) 30 days where BT identifies the Supplier as a Small Business; from the date on which BT receives each due, valid and undisputed invoice submitted in accordance with this Clause 2, instruct its bank to pay such invoice, provided always that BT will make earlier payment if required to do so by Applicable Law. If BT disputes an invoice, it will notify the Supplier as soon as reasonably practicable in writing giving clear reasons. BT may withhold from payment on the due date that part of any invoice which it disputes until the dispute is resolved.

2.3 Except as expressly stated otherwise in the Contract:

2.3.1 payment will not become due to the Supplier and the Supplier will not submit invoices for payment:

2.3.1.1 until the Supplier has fully completed its obligations under and in accordance with the Contract; or

2.3.1.2 if the Supplier is in breach of any provision of the Contract; and

2.3.2 the Supplier will submit invoices within one (1) year of the date upon which the payment they relate to becomes due to the Supplier. BT will have no liability to make payments in respect of invoices submitted outside of this time period.

2.4 If either Party fails to make any payment under the Contract on or before the due date, the Party entitled to payment may charge interest at the rate of two (2) per cent per annum above the base rate from time to time of the Bank of England on the outstanding amount from the day after the due date until the date of payment (both before and after judgment) and it will accrue (but not compound) from day to day. The Parties agree that such interest rate is in substitution for any statutory interest that may be applicable to the Contract in question and both it and the payment period set out in Clause 2.2 are fair and reasonable.

2.5 Except for the payment of the Charges, the Supplier will not charge BT for any Goods, Software or Services or other activities provided under or in connection with the Contract or for any costs the Supplier may incur in fulfilling any of its obligations under the Contract and BT will not pay for any costs incurred by the Supplier in remedying any failure to perform its obligations under the Contract.

3. TAXES

3.1 The Charges, unless otherwise expressly stated in the Contract, will:

3.1.1 be inclusive, where relevant, of all packing, delivery to the address(es) specified in the Contract or BT's nominated freight agent in the country of despatch, any licence fees and all other charges associated with the Goods, Software and/or Services; and

- 3.1.2 exclude any Transaction Tax imposed in the UK on the sale or measured by the sales price that is legally the liability of BT, which BT will pay in the manner prescribed by law against delivery by the Supplier of tax invoices in proper form except to the extent that a valid exemption certificate is provided by BT to the Supplier, but are inclusive of all other taxes, duties, fees or surcharges of whatever nature.
- 3.2 If any payment for the Goods, Software and/or Services is subject to withholding tax, BT will withhold the required amount from such payment and pay such amount to the relevant tax authorities in accordance with Applicable Law. Payment by BT to the relevant authorities of the amount of money so withheld will be deemed to have been made on behalf of the Supplier and will relieve BT of any further obligation to the Supplier with respect to the amount so withheld. Where available, BT will provide the Supplier with the appropriate certificate(s) free of charge confirming the amounts withheld by BT in accordance with this Clause 3.
- 3.3 In the case of a double tax treaty providing that a reduced or nil withholding tax rate may apply, the Parties agree to work together to furnish as soon as possible and, if necessary, in advance of any payment, all documentation contemplated for the application of the treaty.
- 3.4 For the avoidance of doubt, the Supplier will not be entitled to pass on to BT (other than as agreed in writing by the Parties) any local business taxes, any taxes incurred on transactions between and amongst the Supplier, its Affiliates, Subcontractors and/or third parties, any taxes or social security (or similar) contributions or levies relating to Supplier Personnel, or any interest and penalties arising from the Supplier's failure to account for any taxes to the relevant tax authorities by their due date, nor to charge BT or gross up or add onto any charges to BT amounts properly withheld by BT and remitted by BT to a relevant tax authority.
- 3.5 If the Supplier or Supplier Personnel provide Goods, Software and/or Services to a BT Group Company, then for the purpose of that arrangement any reference to the UK in this Clause 4 will be replaced by a reference to that BT Group Company's territory of tax residence.
- 3.6 The Supplier shall make all appropriate deductions and account to the relevant tax authority in a timely manner for income tax and social security contributions (employer and employee) (or similar) from or in respect of (as applicable) the remuneration or fees it pays its Supplier Personnel (none of whom shall be employees of BT) or their intermediary (such as a personal service company) and will procure that Subcontractors do the same.
- 3.7 The Supplier will pay to BT an amount equivalent to any costs (including taxes, interests and penalties) incurred by BT in respect of:
- 3.7.1 any failure of the Supplier or any of its Subcontractors, or suppliers to fulfil and discharge its respective Transaction Tax payment obligations and liabilities; and
- 3.7.2 any claims that may be made by the relevant authorities against BT in respect of tax demands, or National Insurance (or similar) contributions, or levies (including Apprenticeship Levy) relating to the Supplier Personnel or, where the Supplier is a partnership, relating to any partner in the Supplier.
- 3.8 Supplier shall upon request at any time:
- 3.8.1 confirm to BT whether the Agency Tax Rules apply and are being complied with; and
- 3.8.2 confirm to BT whether the provision of Goods, Software or Services are the supply of goods or "outsourced" services or whether they constitute a "labour supply" in accordance with any guidance provided by HMRC pursuant to the Off Payroll Working Rules; and
- 3.8.3 confirm that it is in compliance with Clause 3.6; and
- 3.8.4 on a monthly basis, provide details of Supplier Personnel engaged via an intermediary (including without limitation a personal service company, a managed service company or umbrella company);
- and provide to BT such evidence and information as BT may reasonably require to check the accuracy of such confirmations and/or details and BT may audit such matters in accordance with Clause 7.
- 3.9 In the event that the Agency Tax Rules do not apply and the provision of Goods, Software and/or Services constitute a labour supply then Supplier will promptly provide and will procure that Subcontractors and Supplier Personnel (or their intermediary company) promptly provide such

information as BT may reasonably request in order to make a SDS / status determination statement pursuant to the Off Payroll Working Rules ("SDS").

- 3.10 Where services constitute a labour supply and resources are procured via an umbrella company, the Supplier shall use an umbrella company accredited by one of the following organisations: Freelance and Contractor Services Associates ("FCSA") or Professional Passport. Where clause 3.9 applies the Supplier will at all times comply with the requirements of Clause 17.1.3 (subcontracting).
- 3.11 In the event that BT issues a SDS in respect of Supplier Personnel:
 - 3.11.1 Supplier will and will procure that Subcontractors will: (i) pass on such SDS to the Fee Payer (as defined in the Off Payroll Working Rules); and (ii) apply the Off-Payroll Working Rules as applicable to the outcome of such SDS in accordance with Clause 3.6 and procure the Fee Payer (as defined in the Off-Payroll Working Rules) does so, even if such SDS is the subject of challenge with BT or HMRC, pending the outcome of such challenge;
 - 3.11.2 should any Supplier Personnel or Fee Payer wish to raise a status disagreement pursuant to the Off-Payroll Working Rules in respect of such SDS this will be raised by email to ir35suppliercare@bt.com, setting out the reasons for such challenge. A SDS may only be challenged: (i) whilst the particular Supplier Personnel is engaged in the performance of the Contract; (ii) once in any rolling 12 month period; and, (iii) once in the four weeks following any material change in the arrangements provided that such material change is reasonably likely to affect such SDS. BT's response to such a status disagreement is final and any further disagreements will be regarded as a separate challenge. Supplier will continue to comply with Clause 3.11.1, pending BT's response to the status disagreement, notwithstanding any such challenge; and
 - 3.11.3 if Supplier Personnel (or their intermediary company), or Fee Payer challenges a SDS with HMRC directly, Supplier will notify (and will procure that the Supplier Personnel (or their intermediary) or Subcontractor notifies) BT of such challenge and the reasons for such challenge at least 2 weeks prior to submitting such challenge, and the outcome within 4 weeks of receiving it, by emailing ir35suppliercare@bt.com. Supplier will comply with Clause 3.11.1 pending the outcome of such challenge, notwithstanding any such challenge.
- 3.12 In relation to Transaction Tax on any Goods, Software and/or Services, the Supplier will:
 - 3.12.1 supply such information as BT will reasonably require from time to time to satisfy any enquiry made of BT by any tax authority in respect of the Supplier's invoices and/or the Supplier's ability to fulfil and discharge its Transaction Tax payment obligations and liabilities; and
 - 3.12.2 ensure it has exercised appropriate and sufficient due diligence with respect to its own suppliers' ability to fulfil and discharge their respective Transaction Tax payment obligations and liabilities.

4. TITLE AND RISK

- 4.1 Without prejudice to BT's right to reject:
 - 4.1.1 title in the Goods will pass to BT on the earlier of:
 - 4.1.1.1 physical delivery to the delivery address specified in the Contract; or
 - 4.1.1.2 payment (or part payment) of the Charges in accordance with the Contract; and
 - 4.1.2 risk in the Goods will pass on physical delivery to the delivery address specified in the Contract.

5. DELIVERY

- 5.1 The Supplier will:
 - 5.1.1 deliver the Goods to BT to the delivery address specified in the Contract during normal business hours and will provide all equipment and labour for their conveyance and unloading at the Delivery Address; and
 - 5.1.2 make the Software and/or Licensed Materials available for download by BT or as otherwise agreed by BT on the delivery date specified in the Contract (and should BT subsequently require access to re-download the Licensed Software and/or Licensed Materials, make such access available).

6. WARRANTY PERIOD

- 6.1 The Supplier will at its own cost promptly remedy any Defects in the Goods or Software notified by BT and which become apparent by, at BT's option, repairing or replacing such Defective Goods or Software within:
- 6.1.1 in relation to Goods, two (2) years of the date of acceptance of the Goods or such other period specified in the Contract; and
 - 6.1.2 in relation to Software, within one (1) year from the later of:
 - 6.1.2.1 the date of acceptance of the Software; and
 - 6.1.2.2 the point at which the Software is first used in a live, non-test environment using real data or such other period specified in the Contract.
- 6.2 The Supplier will:
- 6.2.1 ensure that any remedied or replaced part of the Goods or Software is compatible with all Goods or Software;
 - 6.2.2 complete the remedy or replacement to the reasonable satisfaction of BT within the timescales specified in the Contract (or, if none are specified, within a reasonable time);
 - 6.2.3 ensure that Defective Goods or Software are not remedied or replaced on a BT Site without BT's consent, unless, for operational or technical reasons they can only be removed or replaced with difficulty;
 - 6.2.4 cause the minimum of disruption to BT and/or BT Customers in effecting any remedy; and
 - 6.2.5 ensure that the time at which any remedy is to be effected is agreed with BT and BT may at its discretion direct the Supplier to work outside normal working hours at no cost to BT.
- 6.3 All repaired or replacement Goods or Software will benefit from the provisions of this Clause 6.

7. AUDIT RIGHTS

- 7.1 The Supplier will, and will ensure that any Subcontractors will, grant to BT (and to its representatives) the right to access any records, documents, Supplier Sites, Supplier Personnel, Systems, facilities, equipment, information and software and any other relevant information:
- 7.1.1 at any time for the duration of the Contract and for a period of twelve (12) months following their termination or expiry, to audit the Supplier's performance of its obligations under the Contract (and accuracy of information provided under the Contract), the Charges and taxes charged to BT; and
 - 7.1.2 at any time for the duration of the Contract and for a period of six (6) years following their termination or expiry, to comply with any request by, requirement of, or duty to, any Authority in the course of carrying out its regulatory functions or the requirements of Applicable Law.

Each Party will bear its own costs of participation in any of such audits.

8. AMENDMENT

- 8.1 No amendment to the Contract will be effective unless agreed in writing and signed by the authorised representatives of each of the Parties.

9. COMPLIANCE REQUIREMENTS

- 9.1 The Supplier will and will procure that its Supplier Personnel comply with all Applicable Law in the performance of the Supplier's obligations under the Contract.
- 9.2 Each Party represents, warrants and undertakes that in relation to the Contract:
- 9.2.1 it will, and will ensure that its Group Companies and their Respective Personnel will, engage in only legitimate business and ethical practices and will adhere to and comply with all Applicable Law including all Anti-Bribery and Corruption Legislation, and laws in relation to tax evasion or facilitation of tax evasion, of any country in which the Contract is being performed anywhere in the world;

- 9.2.2 in connection with any goods or services provided or received under the Contract, it will not, and will ensure that its Group Companies and their Respective Personnel will not, either directly or indirectly, give, offer, agree or promise to give any money or other thing of value to anyone, nor seek or receive any money or other thing of value from anyone, as an inducement or reward for favourable action or the exercise of influence, where "other thing of value" includes: money or money's worth; a tangible item; gifts; hospitality; entertainment; or, intangible things, including a promise to do or not do something. This applies to any gift, offer, request, receipt, agreement or promise made to, by, from, or with any Public Official, any director, employee, agent or manager of any body corporate or any other person;
- 9.2.3 any use or transfer of products, services, and technical information (including, but not limited to, technical assistance and training) provided under this Contract must be in compliance with all applicable export controls, economic sanctions and anti-boycott measures as set out by Applicable Law ("**Trade Controls**") including the Trade Controls implemented by the United Kingdom, the United States, the European Union and its member states;
- 9.2.4 it will comply with the Trade Controls that apply to its activities under this Contract and neither Party will be obliged to engage in any activity that would violate or trigger sanctions or penalties under Trade Controls and each Party will inform the other Party if it becomes aware of a requirement to engage in such activities; and
- 9.2.5 it will upon the written request of the other Party sign written assurances and other import/export-related documents and comply with reasonable requests for information in relation to Trade Controls.
- 9.3 The Supplier will, and will procure that all Supplier Personnel will, comply with the Policies, provided that:
 - 9.3.1 where any such Policy is expressed to apply to BT, the Supplier will comply and procure that all Supplier Personnel comply with such Policy as though such Policy applied to and had been adopted by the Supplier;
 - 9.3.2 the Supplier will be granted a reasonable period from notification (or such other period as specified in the Policy) in which to implement any changes required to comply with any new or amended Policy; and
 - 9.3.3 the Supplier will not be deemed to be in breach of this Clause 9.3 where it is able to demonstrate that its performance in connection with the Contract is compliant with its own policies provided that such policies are no less stringent than the relevant Policies.
- 9.4 The Supplier will, at its own expense, maintain from and including the effective date of this Contract) and throughout the term of the Contract, an adequate level of insurance with an independently regulated insurance company of good financial standing properly licensed to underwrite insurance risks of the type in question, on terms that are reasonably adequate and customary in the international insurance market, covering all of the risks which may arise out of or in connection with the acts or omissions of the Supplier or its personnel (the "**Insurance Policies**"), including but not limited to the following:
 - 9.4.1 employers' liability insurance of not less than five million pounds (£5,000,000) per occurrence;
 - 9.4.2 public liability insurance of not less than one million pounds (£1,000,000) per occurrence and unlimited in respect of the number of occurrences during any one insurance period; and
 - 9.4.3 any other insurance as is legally required and appropriate in respect of its own obligations.
- 9.5 The insured sum in respect of each of the Insurance Policies shall:
 - 9.5.1 not be in substitution of, nor amend, any limitation of the Supplier's liability; nor
 - 9.5.2 relieve the Supplier of any of its obligations;under the Contract.
- 9.6 Notwithstanding any other provisions of the Contract, the Supplier will ensure that the Insurance Policies:
 - 9.6.1 will not be terminated by the insurer by reason of any breach of a policy condition by the Supplier or non-payment of the premium without immediate written notice being given to BT;

9.6.2 specifically referenced in Clauses 9.4.1 and 9.4.2 will contain an indemnity to principals clause under which BT will be indemnified in respect of claims made against BT and which arise from the provision by the Supplier of the goods or services.

9.7 The Supplier will within thirty days of receiving a written request from BT, provide to BT, certificates of insurance or suitable evidence of insurance for each of the Insurance Policies that the Supplier is required to maintain.

9.8 Notwithstanding the Supplier's continuing obligation to maintain the Insurance Policies in accordance with Clause 9.4 above, the Supplier will use its reasonable endeavours to provide to BT thirty days' notice prior to cancellation or material alteration of any of the Insurance Policies. Such cancellation or material alteration will not relieve the Supplier of its continuing obligation to maintain insurance coverage.

10. SUPPLIER PERSONNEL

10.1 The Supplier will ensure that all Supplier Personnel are competent and appropriately qualified to provide the Goods, Software and/or Services in accordance with Good Industry Practice.

10.2 BT accepts no liability for any loss or damage to the Supplier or Supplier Personnel's property that occurs whilst at a BT Site.

11. BT ITEMS

11.1 Any BT Items will remain the property of BT or its licensors and the Supplier will:

11.1.1 use the BT Items only as necessary for the performance of the Contract;

11.1.2 return all BT Items to BT upon expiry or termination of the Contract or earlier on reasonable request by BT;

11.1.3 keep them securely and in good condition, segregated and clearly marked as BT property; and

11.1.4 be fully liable for any loss of or damage to them.

11.2 The Supplier will not:

11.2.1 have or allow any Supplier Personnel or any third party to take any title or lien over any BT Items; or

11.2.2 allow any third party to use, take possession of any BT Items save for Supplier Personnel expressly permitted to do so in the Contract.

12. WARRANTIES

12.1 The Supplier represents, warrants and undertakes that:

12.1.1 it will provide the Goods, Software and Services in compliance with the requirements of the Contract, in accordance with Good Industry Practice and to the reasonable satisfaction of BT;

12.1.2 if the Goods, Software and/or Services include carrying out work on BT Sites or other third party sites that is unsupervised by BT or a BT Customer, it has achieved health and safety accreditation by a member of a recognised safety scheme (Safety Schemes in Procurement (SSIP) in the UK) and it will maintain such accreditation throughout the term of the Contract. The Supplier will upon request provide written evidence to BT of such health and safety accreditation;

12.1.3 it will at all times possess all rights (including Intellectual Property Rights), licences, approvals, permits or authorisations (in each case) required to perform its obligations under the Contract including the unrestricted export of the Goods, Software or Services to BT for the destination and use that BT has made known to the Supplier, and export or re-export to such countries as BT will have notified to the Supplier at any time before delivery to BT; and

12.1.4 it will, and will procure that the Supplier Personnel will, comply fully and to BT's reasonable satisfaction with all obligations or restrictions relating to Open Source Software. The use of Open Source Software will not affect the Supplier's performance of its obligations under the Contract.

13. INDEMNITIES

13.1 Without prejudice to any other rights or remedies available to BT, the Supplier indemnifies BT and any BT Beneficiary against all Liabilities arising out of or in connection with:

- 13.1.1 any complaint made under the Employment Rights Act 1996 by or on behalf of Supplier Personnel relating to the provision of the Goods, Software or Services or termination of this Contract or any Purchase Order or cessation of the provision of any Goods, Software or Services (or part thereof), including without limitation any complaint (as amended from time to time), any claim for employment or worker status or associated rights, or any claim arising at common law and/or in relation to discrimination of any type whether arising under UK or European law;
- 13.1.2 Part 1 of the Consumer Protection Act 1987 (or any equivalent product liability legislation) and the Consumer Rights Act 2015 in relation to the Goods, Software or Services;
- 13.1.3 loss of or damage to any property to the extent arising as a result of the negligence or wilful acts or omissions of the Supplier or Supplier Personnel in relation to the performance of the Contract;
- 13.1.4 any actual or alleged infringement of a third party's Intellectual Property Rights or duty of confidentiality towards a third party by the possession or use or any other act (including sale) permitted under the Contract of any of the Goods, Software, Services, Supplier Materials and/or Deliverables anywhere in the world;
- 13.1.5 any breach of Clause 3; and
- 13.1.6 any breach of: Clause 19; Schedule 1; or, the Data Protection Legislation.

14. LIMITATION OF LIABILITY

- 14.1 Subject to Clause 14.3, neither Party will be liable under or in connection with the Contract for any indirect, special or consequential loss or damage.
- 14.2 Subject to Clauses 14.1 and 14.3 and to the maximum extent permitted by law, the aggregate liability including for all Liabilities, whether in contract (including under any warranty), in tort (including negligence) under statute or otherwise, of each Party under or in connection with the Contract will be limited to an amount equal to the greater of:
 - 14.2.1 one million (1,000,000) pounds; and
 - 14.2.2 one hundred and fifty (150) per cent of the total aggregate Spend under the Contract to the date upon which the event giving rise to such liability occurred (with such amount pro-rated to represent a twelve (12) month period if such event occurs prior to the first anniversary of the Purchase Order).
- 14.3 Nothing in the Contract will exclude or in any way limit:
 - 14.3.1 the Supplier's liability for any breach of Clause 18 (Intellectual Property Rights);
 - 14.3.2 either Party's liability for any breach of Clause 20 (Confidentiality);
 - 14.3.3 the Supplier's liability under the indemnities set out in Clauses 13.1.1 (Employment Rights Indemnity); 13.1.4 (Third Party IPR Indemnity); 13.1.5 (Tax Indemnity); and 13.1.6 (Data Protection indemnity);
 - 14.3.4 the Supplier's liability for any fines, levies, penalties, sanctions or similar amounts imposed upon any BT Group Company or any BT Customer by any government body or regulator resulting directly from a breach of Applicable Law by the Supplier or any Supplier Personnel;
 - 14.3.5 the Supplier's liability for wilful misconduct, wilful default or wilful abandonment; or
 - 14.3.6 either Party's liability that cannot be excluded or limited under Applicable Law.

15. FORCE MAJEURE

- 15.1 If a Party is prevented from performing any of its obligations by the occurrence of a Force Majeure Event, that Party ("**Affected Party**") may, as soon as it becomes aware of the Force Majeure Event, claim relief from liability in respect of any delay in performance or any non-performance of any such obligation to the extent that the delay or non-performance is due to a Force Majeure Event, provided that the Affected Party promptly notifies the other Party in writing, in any case no later than one (1) day, after becoming aware that such delay was likely to occur, of the cause of the delay or non-performance and the likely duration of the delay or non-performance.

16. TERMINATION

- 16.1 If either Party commits a material breach of the Contract (or any part of it), the other Party will have the right at any time to terminate the whole or any part of the Contract immediately if:
- 16.1.1 such breach is irremediable; or
 - 16.1.2 such breach is capable of remedy and the relevant Party has failed to remedy such breach within ten (10) Business Days after the issue of a written notice requiring it to do so.
- 16.2 The Supplier will not be entitled to terminate the whole or any part of the Contract under Clause 16.1 if at such date BT is in a genuine dispute with the Supplier or such termination is due to a failure by BT to pay any Charges.
- 16.3 Either Party will have the right at any time to terminate the Contract (or any part of it) immediately if the other Party is affected by an Insolvency Event.
- 16.4 BT may at any time on written notice terminate the Contract (or any part of it) immediately if:
- 16.4.1 the Supplier is in persistent breach of the Contract (or any part of it) which in aggregate constitute a material breach;
 - 16.4.2 the Supplier is prevented from performing substantially all of its obligations by a Force Majeure Event for a continuous period of more than thirty (30) days;
 - 16.4.3 the Supplier's ownership or control is materially changed to (in BT's reasonable opinion) BT's detriment; or
 - 16.4.4 an Authority notifies BT that it should terminate the Contract (or any part of them) or if required by BT to comply with Applicable Law or BT is reprimanded or fined by an Authority as a result of an act or omission of the Supplier or Supplier Personnel.
- 16.5 BT may terminate the Contract (or any part of it) at any time on written notice on the date specified in such notice. In such event BT will be liable to pay the Charges to the Supplier on a pro-rata basis so that BT is only obliged to pay the Supplier for the Goods, Software and/or Services actually delivered or provided to BT in accordance with the Contract or the relevant part of it at the date of termination.

17. ASSIGNMENT, NOVATION AND SUBCONTRACTING

- 17.1 The Supplier will not:
- 17.1.1 assign the benefit of the Contract (or any part of it) to any third party without the prior written consent of BT;
 - 17.1.2 novate the whole or any part of the Contract to any third party without the prior written consent of BT;
 - 17.1.3 subcontract the whole or any part of its obligations under the Contract without obtaining the prior written consent of BT, which, if given, will not affect the Supplier's obligations or liabilities under the Contract and the Supplier will be fully responsible for the acts or omissions of its Subcontractors and their employees, workers, agents and contractors and for ensuring they perform to the standards required by and in accordance with the Contract; or
 - 17.1.4 move any Supplier Site from a location in one country to another country.

18. INTELLECTUAL PROPERTY RIGHTS

- 18.1 Subject to any restrictions expressly set out in the Contract, the Supplier grants a non-exclusive, royalty-free, perpetual, irrevocable worldwide licence to BT and each BT Group Company, by themselves or by third parties on their behalf, free of any additional payment, to:
- 18.1.1 use the Goods, Software and Services without restriction;
 - 18.1.2 use the Supplier Materials to the extent necessary to receive the benefit of the Goods, Software and Services; and
 - 18.1.3 use the Documentation for BT's use of the Goods, Software and/or Services.
- 18.2 In the event that the Supplier creates a Deliverable exclusively for BT ("**BT Deliverable**"), the Supplier irrevocably and unconditionally assigns to BT (or will procure the assignment of) with full title guarantee all Intellectual Property Rights in the BT Deliverables (excluding Intellectual Property Rights in any Supplier

Materials), which will vest in BT absolutely as and when such Intellectual Property Rights come into existence including any and all renewals, revisions and extensions.

- 18.3 Ownership of all Intellectual Property Rights in any Supplier Materials will, as between the Supplier and BT, remain with the Supplier (or the relevant Supplier Group Company, Subcontractor or third party licensor as appropriate).
- 18.4 If the exercise of the rights granted to BT, each BT Group Company and third parties acting on their behalf (where applicable) in the Contract requires licences to the Intellectual Property Rights of the Supplier or any third party (or any waivers of any moral rights) then the Supplier will be deemed to grant, or will procure, such licences or waivers for BT, each BT Group Company and third parties acting on their behalf, at no additional cost.
- 18.5 In the event of a claim under clause 13.1.4 (Third Party IPR Indemnity):
 - 18.5.1 the Supplier will conduct all necessary litigation and negotiations for a settlement of the claim;
 - 18.5.2 BT will at the request and expense of the Supplier, provide the Supplier with reasonable assistance required by the Supplier in support of any defence or action, provided always that the Supplier will not admit or settle any such claim without BT's prior written consent (such consent not to be unreasonably withheld or delayed);
 - 18.5.3 the Supplier may, at its expense, modify or replace or obtain a licence or right for the relevant Goods, Software and/or Services to avoid any alleged or actual infringement or breach. Any such modification or replacement or licence must not adversely affect the provision, performance or functionality of the Goods, Software and/or Services, as relevant, unless otherwise agreed in writing by the Parties.

19. DATA PROTECTION

- 19.1. The Supplier may process Personal Data limited to business contact details of BT's personnel (employees, agents and subcontractors) as an independent Controller for the purposes of providing the Goods, Software and/or Services and Contract performance and it will do so strictly in accordance with Data Protection Legislation.
- 19.2. Subject to Clause 19.1, the Parties do not anticipate that any Personal Data shall be shared between the parties on a Controller to Controller basis. In the event that any Personal Data is shared with the Supplier by BT on a Controller-to-Controller basis ("**Shared Personal Data**"), the Supplier shall:
 - 19.2.1. comply with its obligations under Data Protection Legislation in respect of that Shared Personal Data;
 - 19.2.2. implement appropriate technical and organisational measures, in accordance with Data Protection Legislation and comply with BT's Security Requirements which may be updated from time to time;
 - 19.2.3. notify BT at the Notification Contact Details without undue delay in the event that there is a Personal Data Breach in relation to the Shared Personal Data, and provide such information as BT may reasonably require, including keeping BT updated of the investigations and the remedial actions it is taking;
 - 19.2.4. notify BT without undue delay at the Notification Contact Details, in any event within five (5) Business Days, in the event that it receives any request, correspondence, enquiry or complaint relating to the Shared Personal Data and provide any relevant information as BT may reasonably require; and
 - 19.2.5. only Process Shared Personal Data where necessary to provide the Goods, Software and/or Services and for no other purposes.
- 19.3. The Parties do not anticipate that either Party will Process Personal Data on behalf of the other Party as Processor under this Contract. In the event that the Supplier does Process Personal Data as Processor on behalf of BT, Supplier shall notify BT without undue delay and the terms set out in Schedule 1 ('Data Processing Addendum') shall apply.
- 19.4. Any breach by the Supplier of: this Clause 19; Schedule 1; or, the Data Protection Legislation; will be deemed to be a material breach of this Contract.

20. CONFIDENTIALITY

- 20.1 Each Party will keep in strict confidence all Confidential Information disclosed to it and will:
- 20.1.1 only disclose Confidential Information to those of its employees, agents, Group Companies, officers, directors, advisers, insurers, Subcontractors and suppliers, who need to know it for the purpose of that Party discharging its obligations or receiving a benefit under the Contract, and will ensure that those receiving Confidential Information under this Clause 20.1 comply with the obligations set out in this Clause 20 as though they were a party to the Contract;
 - 20.1.2 only disclose Confidential Information as required by Applicable Law, any Authority or by a court of competent jurisdiction; or
 - 20.1.3 not use or exploit the Confidential Information in any way except as necessary for the purpose of that Party discharging its obligations or receiving a benefit under the Contract.
- 20.2 Clause 20.1 will not apply to Confidential Information that:
- 20.2.1 is or becomes available to the public other than as a result of a breach of the Contract;
 - 20.2.2 was lawfully available to a Party on a non-confidential basis prior to disclosure by the disclosing Party;
 - 20.2.3 the Parties agree in writing is not Confidential Information; or
 - 20.2.4 was developed by or for the receiving Party independently of the information disclosed by the disclosing Party.
- 20.3 Upon written request from a Party, the other Party will return or destroy any Confidential Information received from the requesting Party within a reasonable time period and provide written confirmation on request by the requesting party.
- 20.4 The Parties agree that if either of them breaches this Clause 20, damages may not be an adequate remedy for the disclosing party and it will have the right to apply for injunctive relief or specific performance of the recipient's obligations.

21. TRANSFER OF UNDERTAKINGS

- 21.1 The following expressions used in this Condition shall have the meanings respectively ascribed to them:
- "Affected Services"** means the work and services comprised in the Goods and/or Services performed or provided by or on behalf of the Supplier pursuant to the Contract;
- "Successor Supplier"** means any person or entity that provides all or part of the Affected Services or services similar or equivalent to all or part of the Affected Services in substitution for the Supplier or any Subcontractor;
- "TUPE Regulations"** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as may be amended from time to time).
- 21.2 The Supplier acknowledges and agrees that the provision of, or termination of, all or part of the Affected Services at any time and any arrangements contemplated by the Contract are not intended to constitute a relevant transfer for the purposes of TUPE Regulations.
- 21.3 Without prejudice to Clause 21.2 and if contrary to that intention, it is asserted or found (including (without limitation) whether by claim or decision by a Court or Tribunal) that the contract of employment of any person or any Liabilities in relation to such person should or has transferred from the Supplier to BT, any BT Group Company or any Successor Supplier as a result of the TUPE Regulations or otherwise, then the Supplier agrees that BT, any BT Group Company or Successor Supplier (as applicable) may terminate the employment of such person following the transfer or asserted transfer, and the Supplier shall fully indemnify BT, any BT Group Company and any Successor Supplier for all Liabilities arising out of, or in connection with such termination of employment or the asserted or actual TUPE transfer, including (without limitation) any sum payable to or in respect of such person prior to termination of employment and any Liability for failure to inform and consult pursuant to the TUPE Regulations.
- 21.4 To the fullest extent permitted by law, the Supplier shall co-operate with (including by supplying such information as may reasonably be required) BT, any BT Group and/or any Successor Supplier in relation to any application or anticipated application of the TUPE Regulations in connection with the Contract.

- 21.5 For the avoidance of doubt, the defined term Liabilities when used in this Clause 21 shall include statutory redundancy pay, contractual enhanced redundancy pay and contractual notice pay, and, Liability shall be construed accordingly.

22. GENERAL

- 22.1 Except as otherwise specifically provided in the Contract, no failure to exercise, or delay in exercising, any right or privilege will operate as a waiver of any right or privilege.
- 22.2 If any court or competent authority finds that any provision (or part of any provision) of the Contract is illegal, invalid or unenforceable, that provision or part provision, to the extent required, will be deemed to be deleted. The legality, validity or enforceability of any other provision of the Contract will not be affected.
- 22.3 The provisions of Clauses 2 (Charges and Payment), 3 (Taxes), 7 (Audit Rights), 8 (Amendment), 9.4 to 9.8 (Insurance), 11 (BT Items), 13 (Indemnities) to 15 (Force Majeure), 17 (Assignment, Novation and Subcontracting) to 23 (Defined Terms and Interpretation) will survive the termination or expiry of the Contract.
- 22.4 The Contract constitutes the whole agreement between the Parties with respect to the subject matter and supersedes any and all prior oral or written understandings, arrangements, negotiations, communications and/or representations between them. Nothing in the Contract will operate to limit or exclude any liability for any fraudulent misrepresentation or for any other matter in respect of which liability cannot lawfully be limited or excluded.
- 22.5 The Contract does not create any right or benefit enforceable by any person not a Party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999).
- 22.6 The Contract is governed by and construed in accordance with the laws of England and Wales. The Parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or their subject matter or formation (including non-contractual disputes or claims).

23. DEFINED TERMS AND INTERPRETATION

- 23.1 The following terms and expressions will have the following meanings:

"Affiliate" means, in relation to a Party, any company, partnership or other entity which from time to time (a) owns (directly or indirectly) at least twenty (20) per cent of the voting stock of another entity; (b) has the power (directly or indirectly) to appoint the majority of the board of directors or power (directly or indirectly) to control the general management of another entity; or (c) both BT and the Supplier agree in writing may be considered as under control of that Party for the purposes of the Contract;

"Agency Tax Rules" means the rules set out in section 44 of Part 2, Chapter 7 of ITEPA;

"Anti-Bribery & Corruption Legislation" means all applicable anti-bribery & corruption, anti-fraud and anti-money laundering laws and regulations (as amended from time to time) in the jurisdictions in which the Contract is performed and which apply to the Parties, including the United States Foreign Corrupt Practices Act 1977, the United Kingdom Bribery Act 2010, the United Kingdom Proceeds of Crime Act 2002 and the United Kingdom Economic Crime and Corporate Transparency Act 2023;

"Applicable Law" means laws, regulations, regulatory guidance, obligations, enactments, statutory duties, or rules (including mandatory and legally required industry codes, binding codes of conduct and binding statements of principle incorporated and contained in such rules) applicable to the existence or operation of the Contract or the supply of the Goods, Software or Services from time to time, including (a) as modified, re-enacted or consolidated from time to time; and (b) any applicable subordinate legislation made from time to time;

"Authority" means any regulatory, governmental and/or judicial authority (including any public prosecution service) or any self-regulatory organisation, securities exchange, securities association or agency charged with enforcing the Applicable Laws and/or any Regulatory Matters from time to time. For the avoidance of doubt, the term Authority includes any replacement or successor of an Authority;

"BT Customer" means an existing or potential BT customer;

"BT Group" means British Telecommunications limited and its Affiliates from time to time and **"BT Group Company"** means any company or corporation within the BT Group;

"BT Items" means all tangible property provided by BT to the Supplier and all items held by the Supplier which belong to, or are licensed by, BT in order to provide the Goods, Software or Services;

"BT Site" means all locations, sites and premises (a) to which the Goods, Software or Services are to be supplied, including BT Customer sites, and/or (b) identified by BT to the Supplier as a BT Site;

"Business Day" means a day other than a normal weekend day or public or bank holiday in the country or locality in which the Goods, Software or Services are received by BT or the relevant BT Group Company;

"Charges" mean the fees and charges payable by BT to the Supplier in relation to the relevant Goods, Software or Services as set out in the Contract;

"Confidential Information" means any and all Information, however it is conveyed and whether or not it is designated as "confidential", disclosed by one Party or its employees, agents, Group Companies, officers or advisers, to the other Party under or in connection with the Contract and whether disclosed before, on or after the date of any such agreement including whether in tangible or other form (a) the terms of the Contract; (b) all technical or commercial know-how, Intellectual Property Rights, pricing, specifications, reports, data, notes, documentation, drawings, computer programs, computer outputs, designs, circuit diagrams, models, patterns, samples, inventions (whether capable of being patented or not), developments, trade secrets, processes or initiatives that are of a confidential nature; (c) any information that ought to be reasonably regarded as confidential and relating to the business, affairs, customers, personnel, clients, suppliers, plans or strategy of the disclosing Party or its Group Companies; (d) the operations, product information, designs, trade secrets or software of the disclosing Party or its Group Companies; and (e) any Information disclosed by a BT Customer to the Supplier;

"Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Process/ Processed/ Processing", "Processor" and "Recipient" will have the meanings ascribed to them in the GDPR;

"Data Protection Legislation" means: (i) the GDPR; (ii) national law implementing the ePrivacy Directive; (iii) any other applicable national, state or provincial privacy or data protection laws; (iv) any successor or replacement privacy or data protection laws; and (v) any binding guidance or code of practice issued by a Supervisory Authority;

"Defect" means (a) the failure of any of the Goods or Software or, in BT's reasonable opinion, the likely failure of any of the Goods or Software to conform or operate in accordance with the Contract; or (b) where the quality of any of the Goods or Software (including its development, performance or output) (i) is such that they are not as a person may be generally and/or reasonably entitled to expect; (ii) is not satisfactory for any purposes for which such Goods or Software are usually purchased or used; (iii) does not meet the BT Requirements; or (iv) is not otherwise in accordance with the Contract, and "Defective" will be construed accordingly;

"Deliverable" means Materials which are to be prepared or created by or on behalf of the Supplier, a Supplier Group Company or any Subcontractor in the course of fulfilling the obligations under the Contract;

"Documentation" means the installation, user and maintenance guides, promotional literature and/or other documentation relating to the use, maintenance and/or operation of the Goods, Software or Services;

"ePrivacy Directive" means the Directive on Privacy and Electronic Communications (2002/58/EC);

"Force Majeure Event" means any circumstance beyond a Party's reasonable control that hinders, delays or prevents that Party from performing any of its obligations under the Contract including nuclear accident, acts of God, fire, flood, storm, drought, natural disaster, terrorist attack, civil commotion or armed conflict. For the avoidance of doubt, the mere shortage of labour, materials, equipment or supplies (unless caused by events or circumstances which are themselves Force Majeure Events), strikes, lock-outs or other industrial disputes involving the work force of the party so prevented or of any of its Subcontractors or suppliers will not constitute a Force Majeure Event;

"GDPR" means the EU General Data Protection Regulation (EU) 2016/679 ("**EU GDPR**"), and any amendment or replacement to it (including any corresponding or equivalent national law or regulation which implements the GDPR) and the UK GDPR, as applicable to the Processing;

"General Conditions" means this document comprising Clauses 1 to 23 and the Schedule;

"Good Industry Practice" means the exercise of that degree of skill, care, diligence, prudence, timeliness, efficiency, foresight and judgement which would reasonably be expected from appropriately skilled, experienced and competent operators engaged in the provision of products or services similar to the Goods, Software and/or Services under similar circumstances;

"Goods" means the goods (including any firmware and associated software) as set out in the Contract (but excludes any Software to the extent it is licensed separately);

"Group Company" means any BT Group Company or Supplier Group Company;

"Information" means information whether in tangible or any other form, including, without limitation, specifications, reports, data, notes, documentation, drawings, software, computer outputs, designs, circuit diagrams, models, patterns, samples, inventions, (whether capable of being patented or not) and know-how, and the media (if any) upon which such information is supplied;

"Intellectual Property Rights" means any trade mark, service mark, trade and business name, internet domain names, patent, petty patent, copyright and related rights, database right, rights in designs, semiconductor topography right, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets), or any similar intellectual property rights in any part of the world, whether registered or unregistered, including any 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 which subsist or will subsist now or in the future in any part of the world;

"Insolvency Event" means any of the following in relation to a Party (or any analogous event in a jurisdiction other than England and Wales) (a) becomes the subject of a bankruptcy order or becomes insolvent; (b) makes any arrangement or composition with or assignment for the benefit of its creditors; (c) goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory; (d) ceases to trade or operate; (e) owns any assets that are material to the operations of all or substantially all of its business that are the subject of any form of seizure or have a receiver or administrator appointed over them; or (f) a notice is given, a petition issued, a resolution passed or any other step is taken to commence any of the procedures listed above in the jurisdiction of that other Party;

"ITEPA" means the Income Tax (Earnings and Pensions) Act 2003 (as may be amended from time to time);

"Liabilities" means all losses, liabilities, awards, judgements, damages (including any damages awarded by a court of competent jurisdiction), claims, demands, compensation, costs, fines, penalties, levies, interest, expenses (including management time and legal and other professional fees), payments by way of settlement, tribunal awards and charges;

"Licensed Materials" means the materials and Information intended to assist the user of the Software in the use or maintenance of the Software and constitutes Documentation;

"Materials" means literary or other works of authorship including Information, specifications, software, routines, codes (including source code), interfaces, job control and other logs, databases, module, compilations of data, program listings, software tools, methodologies, tool kit, processes, scripts, manuals (including user and reference manuals), reports, plans, process and/or procedure documents, drawings, images, sound and other written documentation in any media and machine-readable text and files;

"Notification Contact Details" means the following phone numbers and email address: 0800 321999 or +44 1908 641100, and security@bt.com, or any other contact details provided by BT to the Supplier from time to time;

"Open Source Software" means any software licensed to the Supplier in accordance with the "Open Source Definition" at <https://opensource.org/osd> ;

"Off-Payroll Working Rules" means the off payroll working rules contained in Chapters 8 and 10 of Part 2 of Income Tax (Earnings & Pensions) Act 2003 as amended from time to time;

"Policy" and **"Policies"** means the policies and generic standards of BT and the BT Group accessible on the Policies Portal (as each policy or generic standard is amended by BT and notified to the Supplier from time to time through the Policies Portal);

"Policies Portal" means the online repository for the Policies accessible at https://groupertranet.bt.com/selling2bt/articles/side/policies_portal.html or any other URL that may be notified to the Supplier from time to time;

"Public Official" means an individual who: holds a legislative, administrative or judicial position of any kind, whether appointed or elected, of a country or territory (or subdivision); exercises a public function for or on behalf of a country or territory (or subdivision) or for any public agency or public enterprise of that country or territory (or subdivision); or is an official or agent of a public international organisation;

"Purchase Order" means an order or part of an order given by BT and accepted by the Supplier for one or more Goods, Software or Services including but not limited to any purchase order, which expressly refers to these General Conditions;

"Respective Personnel" means natural and legal persons working for or on behalf of a Party, including temporary and permanent staff, contractors, agency workers and agents;

"Security Requirements" means any obligation imposed on the Supplier in relation to security of Personal Data under: (i) applicable Data Protection Legislation; and (ii) this Contract, including, but not limited to, BT's Security Requirements made available by BT at https://groupextranet.bt.com/selling2bt/articles/bt_expectations/bt_supplier_security_requirements.html which will be updated from time to time;

"Services" means any or all of the services as set out in the Contract including the provision of Supplier Materials and/or Deliverables;

"Small Business" means an organisation employing fewer than 50 employees;

"Software" means such computer programs including graphical user interfaces, application program interfaces, listings, data files or parts of them) in any language, form or medium (including in object code and source code format) together with all programming documentation that are provided by or on behalf of the Supplier under the Contract including all modifications, enhancements, updates and upgrades to it;

"Spend" means the sum of (a) all amounts paid by BT to the Supplier; (b) all amounts invoiced by the Supplier but not yet paid; and (c) the value of all Purchase Orders issued (less any amounts that have been paid or invoiced against such Purchase Orders);

"Subcontractor" means any party which performs or is involved in the provision of the Goods, Software or Services or which employs or engages persons engaged in the provision of the Goods, Software or Services (including without limitation, a subcontractor of the Supplier and their subcontractors);

"Supervisory Authority" means any competent authority responsible for supervising compliance with applicable Data Protection Legislation;

"Supplier" means the supplier of the Goods, Software or Services named in the Purchase Order;

"Supplier Group" means the Supplier and its Affiliates from time to time and "Supplier Group Company" means any company or corporation within the Supplier Group;

"Supplier Materials" means Materials in which the Intellectual Property Rights are owned by the Supplier, a Supplier Group Company, a Subcontractor or any of their third party licensors, and which are used in the provision or performance of the Goods, Software or Services, or required for the use and/or receipt of the Goods, Software or Services;

"Supplier Personnel" means any persons engaged by the Supplier or its Subcontractors in the performance of the Supplier's obligations under Contract;

"Supplier Site" means each site from which (a) the Goods, Software or Services are supplied from time to time by the Supplier and/or its Subcontractors and any location at which the technology supporting the Goods, Software and/or Services is located; or (b) any of BT's Confidential Information in the Supplier's and/or its Subcontractors' possession is stored, used or held;

"Systems" means all computer hardware, databases, software, backups, devices, consumables, firmware, peripheral equipment, networks (internal and external), communications systems and other equipment of any nature;

"Trade Controls" shall have the meaning specified in Clause 9.2.3

"Transaction Tax" means value added tax, goods and services tax, general sales tax, sales tax, consumption, use or other similar taxes relating to the provision of the Goods, Software and/or Services;

"TUPE Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as may be amended from time to time);

"UK GDPR" means the GDPR as applicable as part of UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments) (EU Exit) Regulations 2019 (as amended) as amended or replaced.

Interpretation

23.2 References to any legislation includes any modifications, re-enactments or consolidation made to such legislation from time to time.

- 23.3 Any words following the terms "including", "include", "in particular", "for example" or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 23.4 Any time a Party's right or obligation is expressed as one that they "may" exercise or perform, the option to exercise or perform that right or obligation will be in that Party's sole discretion.

SCHEDULE 1 - DATA PROTECTION

SCOPE

- 1 This Schedule applies to Personal Data provided by BT to the Supplier or otherwise acquired or generated by the Supplier in relation to this Contract. For the purposes of this Schedule, BT also means any BT Group Company.

DEFINITIONS

- 2 In addition to any other defined terms in the Contract, the following terms apply:
 - "Adequate Country or Sector"** means:
 - (a) in case of Transfers from the EU;
 - (i) a country within the European Economic Area ("**EEA**"); or
 - (ii) a country, territory or sector within a country which is and continues to be the subject of a valid adequacy decision, by the European Commission ("**EC**");
 - (b) in the case of Transfers from the UK
 - (i) the United Kingdom; or
 - (ii) a country or sector deemed adequate pursuant to the Data Protection Legislation applicable in the UK;
 - "Auditing Parties"** means BT and/or any: (i) other parties appointed by BT; and/or, (ii) regulatory authorities (including a Supervisory Authority);
 - "CCPA"** means the California Consumer Privacy Act of 2018, Civil Code section 1798.100 et seq. and regulations issued by the California Privacy Protection Agency implementing the CCPA.
 - "EU"** means the European Union;
 - "independent controller"** means where both parties act as controllers, but not as joint controllers;
 - "joint controller"** shall have the meaning given in the GDPR;
 - "Notification Contact Details"** means the following phone numbers and email address: 0800 321999 or +44 1908 641100, and security@bt.com, or any other contact details provided by BT to the Supplier from time to time;
 - "Other Regulated Jurisdiction"** means any jurisdiction outside the EEA and/or the UK which has generally applicable legislation regulating the Processing of Personal Data in a similar manner to the GDPR;
 - "Permitted Personnel"** means any permitted personnel engaged directly or indirectly by either Party in the Processing of Personal Data;
 - "Permitted Transfer Mechanism"** means any transfer mechanism permitted by applicable Data Protection Legislation to enable the Transfer of Personal Data to a Recipient in a non-Adequate Country or Sector;
 - "Sell", "Sale"** and their derivatives, has the meaning given to it in the CCPA.
 - "Share"** or **"Sharing"** has the meaning given to it in the CCPA.
 - "Special Categories of Personal Data"** shall have the meaning set out in the GDPR;
 - "Sub-Processor"** means any third party (including affiliates of the Supplier) that the Supplier engages to Process Personal Data for the purposes of this Contract;
 - "Transfer"** or **"Transferred"** means the provision of access to and/or the transfer of Personal Data by or to a Recipient;
- 3 To the extent that the Supplier Processes Personal Data as a Processor for BT, this Schedule 1 shall apply.
- 4 The subject matter, nature and purpose of the Processing, type of Personal Data and categories of data subjects shall be as set out in the Contract or any separate service description or supporting documentation agreed between the parties. The duration of the Processing shall be for the term of the Contract.

SUPPLIER AS PROCESSOR

SUPPLIER AS PROCESSOR

- 5 The Supplier, and any persons acting under the authority of the Supplier, including any Supplier affiliates and third-party Sub-Processors, will, at its own expense, unless prohibited by Applicable Law:
 - (a) Process Personal Data only for the purposes described in clause 4 of this 0;
 - (b) comply with all applicable Data Protection Legislation and shall not Sell the Personal Data, or perform its obligations under this Purchase Agreement in such a way as to cause BT to breach any of its obligations under applicable Data Protection Legislation;
 - (c) Where the CCPA applies, comply with provisions in relation to the Selling or Sharing of Personal Data including restrictions on marketing or advertising (e.g., targeted advertising, cross-context behavioural advertising), whether or not for monetary or other valuable consideration.

- (d) only Process Personal Data in accordance with BT's documented written instructions as set out in this Contract;
- (e) not amend the contents of the Personal Data nor disclose the Personal Data to any third party except as permitted by this Contract or with BT's prior written consent;
- (f) immediately inform BT in writing if, in the Supplier's opinion, BT instructions infringe applicable Data Protection Legislation;
- (g) ensure that all Supplier personnel (employees, agents and subcontractors) who Process Personal Data will be bound by a duty of confidentiality; and,
- (h) assist BT to enable it to comply with (i) its obligations under Articles 32-36 of the GDPR and/or any equivalent provisions under any other applicable Data Protection Legislation; and (ii) its obligations to respond to requests for the exercising of data subjects' rights.
- (i) To the extent the CCPA applies, Supplier:
 - (i) grants BT the right to take reasonable and appropriate steps to help to ensure that Supplier uses the Personal Data in a manner consistent with BT's obligations under the CCPA;
 - (ii) will notify BT if it makes a determination that it can no longer meet its obligations under this title;
 - (iii) grants BT the right, upon notice, including under section 5(i)(ii), to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Data.

SECURITY

- 6 The Supplier will at its own expense implement and keep updated appropriate technical and organisational measures to protect the Personal Data from a Personal Data Breach. Such measures will take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. Such measures will include, as appropriate:
- (a) the pseudonymisation and encryption of Personal Data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
 - (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing; and,
 - (e) any other measures required by this Contract including the Security Requirements.

DATA BREACH

- 7 The Supplier will, at its own expense:
- (a) without undue delay and in any event within 48 hours (12 hours where the Privacy and Electronic Communications Regulations 2003/ePrivacy Directive apply to the services provided under this Contract) of becoming aware of an actual or suspected Personal Data Breach, investigate the Personal Data Breach and provide BT with: (i) notice using the Notification Contact Details (ii) a detailed description of it; (iii) all further reasonable information and assistance necessary to enable BT to notify the Supervisory Authority or communicate the Personal Data Breach to Data Subjects as required by applicable Data Protection Legislation; and, in any event, as a minimum, (iv) all information and assistance as required by Articles 28(3)(f), 33 and 34 of the GDPR and any equivalent provisions under applicable Data Protection Legislation;
 - (b) promptly take appropriate actions to identify and mitigate the effects of such Personal Data Breach and to prevent the recurrence of it, notify BT of those actions and take any further actions that BT may reasonably require; and,
 - (c) not engage or communicate with any third party (including a Supervisory Authority) in relation to any Personal Data Breach without BT's prior written approval, unless required by applicable Data Protection Legislation.

DATA SUBJECT RIGHTS

- 8 The Supplier will, promptly notify and assist BT, at its own expense, if it becomes aware of any request from:
- (a) a Data Subject;
 - (b) a Supervisory Authority; or
 - (c) any other third party;
- in connection with the Processing of the Personal Data or either Party's compliance with the applicable Data Protection Legislation in connection with this Contract ("**Request**").
- 9 If the Supplier receives a Request, it will:
- (a) provide BT with a copy of the relevant Personal Data in a commonly used and machine-readable format or other format as reasonably requested by the Data Subject, within a reasonable timescale or as set out in the Request or as required by BT;

- (b) not comply with and/or respond to the Request without BT's written approval, unless required to do so by the Supervisory Authority (or any other competent authority) or by Applicable Law; and,
- (c) not make any offer or payment to any Data Subject in response to any complaint or any claim for compensation in connection with the Processing without BT's prior written agreement, unless required to do so by the Supervisory Authority (or any other competent authority) or by Applicable Law.

RECORD KEEPING

- 10 The Supplier will at its own expense maintain all records required by Data Protection Legislation (including Article 30(2) of the GDPR) and provide them to BT on request.

DELETION

- 11 The Supplier will not retain Personal Data for longer than is necessary to properly perform this Contract (including an exit period (if any) and unless required by Applicable Law) and, on expiry of this Contract for whatever reason, securely destroy or immediately return to BT all Personal Data (at BT's option) and certify by means of written notice that no copies have been made or retained by the Supplier or any third party acting on its behalf.

SUB-PROCESSORS

- 12 The Supplier shall not appoint a Sub-Processor to process Personal Data under or relating to this Contract unless it has BT's prior written consent.

MISCELLANEOUS

Onward TRANSFERS

- 13 The Supplier will not Transfer Personal Data from:
- (a) a country within the EEA to a non-Adequate Country or Sector; nor
 - (b) the UK to a non-Adequate Country or Sector; nor
 - (c) any Other Regulated Jurisdiction to a non-Adequate Country or Sector;
- unless (i) it has the prior written consent of BT; and (ii) the Transfer is subject to a Permitted Transfer Mechanism.
- 14 In each case under paragraph 13, the Supplier will:
- (a) remain fully responsible and liable to BT for the Transfer, use and security of Personal Data Transferred, including where the Supplier asks BT to transfer Personal Data (on the Supplier's behalf) directly to a Recipient that is a Supplier affiliate or subcontractor; and
 - (b) ensure the Permitted Transfer Mechanism can be evidenced to BT at any time upon request.
- 15 If any Permitted Transfer Mechanisms used by or on behalf of the Supplier are no longer valid under applicable Data Protection Legislation, or any Supervisory Authority requires Transfers of Personal Data under any such Permitted Transfer Mechanism to be suspended, then the Supplier will immediately notify BT in writing. At BT's instruction and option, the Supplier will:
- (a) procure that it and/or the relevant Recipient of the Personal Data will promptly take such steps (including putting an alternative Permitted Transfer Mechanism in place) as requested by BT to ensure that the Processing of Personal Data by it and/or the relevant Recipient continues to comply with the (then applicable) Data Protection Legislation; or
 - (b) promptly cease the relevant Transfers of Personal Data and, at BT's option, delete or return the Personal Data to BT.

AUDIT

- 16 Without prejudice to any other right of audit that BT may have:
- (a) within the timeframe reasonably required by BT, the Supplier will make available to BT all information necessary to demonstrate compliance with its obligations under this Schedule and applicable Data Protection Legislation;
 - (b) upon BT giving 30 days' notice (12 hours in the case of an actual or suspected Personal Data Breach or a breach of the Supplier's obligations under this Schedule), the Supplier will allow the Auditing Parties to conduct an audit (including inspections) to enable the Auditing Parties to verify such compliance. Where Module 2 or 3 of the Model Clauses apply, the provisions in this paragraph 16 reflect the Parties agreement as to what is meant by reasonable intervals and reasonable notice;
 - (c) such audit may require access to the Supplier's and Supplier's Sub-Processors' premises, facilities, equipment, information and records, and the Supplier will contribute to such audit as may be reasonably required by BT to help to ensure that the Personal Data is Processed in a manner consistent with BT's obligations under applicable Data Protection Legislation;
 - (d) such audits:

- (i) will be conducted no more than once per year except in the case of a Personal Data Breach or a breach of the Supplier's obligations under this Schedule; and,
- (ii) will not give BT access to any data relating to the Supplier's other customers;
- (e) the reasonable cost and expense of any audit under this paragraph 16 will be borne by BT, unless the audit identifies that the Supplier failed to comply with its obligations under this Schedule, in which case the Supplier will be responsible for the cost and expense of the audit (including professional fees and/or any Auditing Party's fees and expenses); and
- (f) the Supplier will remedy, at its own expense, any non-compliance identified by any Auditing Party within the timeframe reasonably required by BT.

CONTRACT VARIATION

- 17 In the event of any change in the applicable Data Protection Legislation after the date of signature of this Contract, BT and the Supplier will work together to agree on such amendments as may be reasonably requested by either Party pursuant to any amendment provisions to ensure that the Processing of Personal Data under this Contract continues to comply with the applicable Data Protection Legislation.

CONFLICT

- 18 Notwithstanding anything to the contrary in this Contract, in the event of any conflict between this Schedule and any term of this Contract, this Schedule will prevail.

DISCLOSURE

- 19 Either Party may disclose this Contract to a Supervisory Authority where required to do so in accordance with Data Protection Legislation.

SURVIVAL

- 20 This Schedule will survive this Contract.



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Offices Worldwide

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