

*These are the “Supplier Terms” applicable to the PA Consulting Services Limited Service Descriptions in G-Cloud 14. Except as otherwise defined within these Supplier Terms, capitalised terms have the meaning given to them in the relevant Call-Off Contract. For clarity, if there is any ambiguity or conflict, the relevant Call-Off Contract (Part B) and Order Form (Part A) will supersede these Supplier Terms.*

## 1. Agile

- 1.1. If a Call-Off Contract under Lot 3 (Cloud Support) states that the Services will be delivered using an agile methodology, the Agile Delivery Terms in Schedule 1 of these Supplier Terms will apply to that Call-Off Contract.

## 2. Cloud Software

- 2.1. This paragraph 2 applies to each Call-Off Contract under Lot 2 (Cloud Software).
- 2.2. The following terms take their meaning from the Order Form or the Supplier Service Description: Supplier software, Subscription Term, End Users, Supplier Service Desk, Support Hours, Support Services, Planned Maintenance.
- 2.3. Supplier software is made available as a service to the Buyer for use by the End Users during the Subscription Term. The Buyer’s right to use Supplier software ends on the expiry of the Subscription Term or earlier termination of this Call-Off Contract.
- 2.4. The Supplier shall:
  - a) provide all such passwords, usernames and other administrative information as are necessary for the End Users to access the Supplier software (“Access Information”);
  - b) ensure that Supplier software is only accessible to those End Users who have had Access Information granted to them by the Supplier, provided always that the Supplier shall incur no liability as a result of any unauthorised access to the Supplier software as a consequence of fraudulently used or lost Access Information.
- 2.5. The Supplier shall use reasonable commercial endeavours to make Supplier software available to the Buyer and the End Users during the Subscription Term. The Buyer acknowledges that the Supplier may suspend Supplier software:
  - a) in order to carry out Planned Maintenance or emergency maintenance;
  - b) in order to substitute, change, reconfigure or relocate any software or hardware used in the provision of Supplier software; or
  - c) if required to do so by law and/or by any governmental body and/or regulatory authority.
- 2.6. The Supplier may remove, amend or vary any software or content used in connection with the provision of Supplier software at any time and at its absolute discretion without obligation to inform the Buyer, provided that at no point during the duration of the Call-Off Contract should the Supplier software fail to comply with the terms of the Call-Off Contract.
- 2.7. The Buyer acknowledges and agrees that:
  - a) the Supplier does not warrant that the software will be uninterrupted or error-free;
  - b) the Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks

and facilities including the internet or in connection with systems and software not provided by the Supplier;

- c) Supplier software may contain errors or defects and that the presence of errors or defects does not mean that the Services have been performed negligently or in breach of contract;
- d) debugging, error correction or other remedial work in the ordinary course of software development, integration, customisation or service migration will be at the Buyer's cost.

2.8. This paragraph 2.8 applies where the Service Description or Order Form includes the supply of Support Services. If the Buyer experiences any technical issues when using Supplier software, the Buyer may report such issues to the Supplier's Service Desk during Support Hours. The Supplier's Service Desk will assign the technical issue a severity level and the Supplier will use commercially reasonable endeavours during Support Hours to resolve the technical issue in accordance with the response, fix and resolution times specified in the Order Form or Service Description or where no time is specified within those documents, within a reasonable time. Such correction or substitution by the Supplier constitutes the Buyer's sole and exclusive remedy in respect of the technical issue.

2.9. Except to the extent expressly permitted under this Call-Off Contract or as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, the Buyer shall not:

- a) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make Supplier software available to any third party other than to its End Users;
- b) copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of Supplier software and documentation (as applicable) in any form or media or by any means;
- c) de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of Supplier software; and/or
- d) access all or any part of the Services in order to build a product or service which competes with Supplier software.

### **3. Penetration Testing Services**

3.1. If a Call-Off Contract under Lot 3 (Cloud Support) involves the supply of penetration testing Services by the Supplier, this paragraph 3 shall apply to that Call-Off Contract.

3.2. For the purposes of the Computer Misuse Act 1990 (or any statutory modification or re-enactment or foreign equivalent thereof) the Buyer consents to the Supplier accessing and assessing its IT systems and networks (including without limitation any programs or data held on such systems and networks) to enable the Supplier to provide the Services.

3.3. The Buyer acknowledges the risks inherent in Services and the limitations of the results of penetration testing which the Buyer accepts and is responsible for managing. Accordingly, the Buyer shall:

- a) obtain appropriate consents from its internet service providers and any third party owners/licensors of the parts of the Buyer system to be tested in the performance of the Services;

- b) back-up any part of the Buyer IT system and all Buyer Data which are held immediately prior to the commencement of the Services and which may be affected by the Services; and
  - c) release the Supplier from any liability for any loss of production, loss of availability, loss of data, loss of connectivity, degradation of network bandwidth, loss of access to systems or loss of use suffered or incurred directly or indirectly by the Buyer which may be caused by the Services.
- 3.4. Statements made by the Supplier relating to the Services, and all advice, surveys, forecasts, recommendations and opinions (together “Results”) given by the Supplier in connection with the Services, or suggested or supplied in any report, presentation or other communication are made in good faith on the basis of information available at the time. Whilst the Supplier will use reasonable skill and care in the preparation of such Results, they cannot be considered a representation, undertaking or warranty as to (i) outcome or achievable results or (ii) that any steps taken by the Buyer pursuant to such advice, opinion, measures or recommendations will guarantee that the Buyer’s IT systems will be free from harmful components or from unauthorised interception or interference. The Buyer agrees that it shall be solely responsible for the management, conduct and operation of its business and affairs, including without limitation for deciding on its use of the Results, choosing to what extent it wishes to rely on the Results, and/or implementing the Results.

#### **4. Third-Party Components and IPR license terms**

- 4.1. “Third Party Components” means open source software and/or commercial off-the-shelf software approved by the Buyer in accordance with paragraph 4.2 below.
- 4.2. The Buyer consents to the Supplier including Third Party Components in the Services where such Third Party Components are listed in the Service Description (or elsewhere in the Call-Off Contract) or as agreed by the parties in writing during the term of the Call-Off Contract.
- 4.3. The Buyer agrees not to publish Third Party Components comprising commercial off-the-shelf software as open source and acknowledges that the Supplier is not able to obtain a license permitting the Buyer to do so.
- 4.4. The Buyer accepts that the Third Party Components are provided on the basis of this paragraph 4 and the third-party terms notified to the Buyer with the Third Party Components and as those terms are updated from time to time (“Third Party Terms”). Where Third Party Terms are notified through URL link, the Buyer accepts responsibility for checking the URL link for updated Third Party Terms.
- 4.5. The Supplier shall use commercially reasonable endeavours to enforce the Third Party Terms and will pass through to the Buyer the benefit of any warranties and indemnities available to the Supplier under the Third Party Terms. The Supplier does not make any commitments to the Buyer in respect of the Third Party Components greater than the commitments made to the Supplier under the Third Party Terms. Accordingly, the Buyer acknowledges and agrees that it shall not hold the Supplier responsible for Losses directly or indirectly caused by the Third Party Components except to the extent that such Losses are recovered by the Supplier under the applicable Third Party Terms. The Buyer acknowledges and agrees that open source Third Party Components are provided on an “as-is” basis without any warranty, representation or indemnity (including as to non-infringement of third party rights).
- 4.6. The Buyer acknowledges that the vendor of Third Party Components may make changes to, suspend, or terminate the operation of the Third Party Components or compel the Supplier to do any of the foregoing or make other changes, including but not limited appointing new sub-processors (“Third Party Changes”). Where such Third Party Changes are outside of the Supplier’s control, the Supplier shall have no liability in connection with any failure to provide the Services or any deficient operation of the Services which is directly caused by such Third Party Changes. The Supplier shall use commercially reasonable endeavours to reduce the

impact of Third Party Changes on the Services. The Supplier shall notify the Buyer of any additional sub-processors engaged by the vendor as soon as reasonably practicable after receiving notice from the vendor of the Third Party Components and the Buyer may object to that appointment by requiring the Supplier, at the Buyer's cost, to remove the Third Party Components from the Services.

- 4.7. The Buyer shall comply, and the Buyer shall procure that its End Users comply, with the terms of the applicable Third-Party License Terms including, but not limited to, all end user terms and acceptable use policies. The Supplier may suspend the Services if the Buyer or its End Users fail to comply with the applicable Third-Party License Terms. The Buyer shall obtain from its End Users all necessary consents, acknowledgements, licenses and permissions required to enable the Supplier to comply with the applicable Third-Party License Terms and for the Supplier to deliver the Services.
- 4.8. When provisioning and configuring Third Party Components, the Supplier shall follow the Buyer's instructions as to the geographic region for storage of Buyer Data and all other Buyer directions concerning the Third Party Components security and configuration settings.
- 4.9. Except as set out in Clauses 2 and 4.1 to 4.8 of these Supplier Terms, the Supplier grants the Buyer a royalty-free, non-exclusive, non-transferrable license to use the IPRs (as defined in Clause 11.1 of the Call-Off Contract) for the objectives set out in the Call-Off Contract.

## 5. Buyer Responsibilities and Relief Events

- 5.1. The Buyer shall co-operate with the Supplier in any manner that the parties agree in writing is reasonably necessary in order for the Supplier to supply the Services, including complying with the terms of the Call-Off Contract, providing information and data and making available employees of Buyer ("Buyer Responsibilities").
- 5.2. "Relief Event" means any of the following events:
  - a) any failure by the Buyer to comply with the Buyer Responsibilities;
  - b) any error or malfunction in the Buyer's business systems or any other software, hardware or systems for which the Supplier is not responsible or any failure by the Buyer, its agents or contractors (including any existing service provider) to obtain sufficient support and maintenance, as required, for any software, hardware or systems for which the Supplier is not responsible;
  - c) any failure by the Buyer or its agents or contractors (including any existing service provider) to provide any information, co-operation or instructions to the Supplier which is reasonably required by the Supplier for the proper performance of its obligations under this Call-Off Contract;
  - d) Third Party Changes outside of the Supplier's control pursuant to paragraph 4.6 (Third Party Components)
  - e) any claim of infringement of IPR is caused or contributed to by:
    - (i) the Buyer's use of the Supplier software in combination with software not supplied or approved in writing by the Supplier;
    - (ii) any unauthorised modification of Supplier software made by, or on behalf of, the Buyer;
    - (iii) the Buyer's use of any version of Supplier software other than the latest version supplied by the Supplier, if such claim could have been avoided by the use of such supplied version;
    - (iv) the Supplier's use in connection with the Services of any Buyer Software, material, information, Buyer Data, know-how, instructions or scripts provided by the Buyer that contain any errors or omissions; or
    - (v) open source Third Party Components.
- 5.3. The Supplier will use commercially reasonable endeavours to perform the Services and its other obligations under this Call-Off Contract notwithstanding the occurrence of a Relief Event.

- 5.4. The Supplier shall have no liability for failure to perform the Services or its other obligations under this Call-Off Contract if it is prevented, hindered or delayed in doing so as a result of any Relief Event. The Buyer agrees that it assumes sole responsibility for loss or damage resulting from or relating to any Relief Event.

## Schedule 1 - Agile Delivery Terms

### 1. Definitions

**Acceptance Tests:** the tests that are to be run on a particular Result by the Buyer under paragraph 5.11(b) to determine whether a Result complies with its Definition of Done.

**Agile Process:** the process described in paragraph 5.

**Agile Change Control Process:** the process described in clause paragraph 6.

**Daily Scrum Meeting:** a meeting of the Scrum Team on each Working Day during the Project Term (except during any period of leave agreed by the parties) to discuss:

- a) tasks completed on the previous Working Day;
- b) tasks to be completed on the current Working Day; and
- c) any impediments potentially affecting attainment of the Sprint Goal, including the status of any disputes.

**Definition of Done:** means, in relation to any Result, the meaning ascribed to it in the Product Backlog.

**Deliverables:** the following deliverables:

- a) the Software as described in the Software Description;
- b) all Delivered Results; and
- c) all Documents.

**Delivered Result:** a Result that meets the relevant Definition of Done in accordance with paragraph 5.11.

**Delivery:** conformity of a particular Result with the relevant Definition of Done and **Deliver** and **Delivered** shall be construed accordingly.

**Documents:** the operating manuals, user instruction manuals, technical literature and all other related materials in human-readable or machine-readable forms supplied by the Supplier and referred to in the User Stories.

**Product Backlog:** the current version of the document from time to time, based on the Product Vision and kept up to date by the Product Owner in accordance with paragraph 4.2, that comprises:

- a) the Requirements to be completed, sorted in terms of priority by the Product Owner, their respective Definition of Done and any further details of these Requirements provided by the Product Owner from time to time under this Call-Off Contract;
- b) the Results and Delivered Results to date;
- c) the estimated business value of each Requirement; and
- d) the Resource Points for each Requirement, determined in accordance with paragraphs 4.3 and 5.9(b) from time to time,

the initial version of which is set out in or referred to in the Order Form

**Product Owner:** the person described in the Order Form as such and any replacement from time to time.

**Product Vision:** an outline of the Project, describing its goals, targeted benefits and overall focus.

**Project:** the project described by Product Vision and the User Stories included in the Product Backlog from time to time.

**Project Completion:** is defined in paragraph 5.18.

**Project Elements:** the Deliverables and the Project Tools.

**Project Participants:** the following persons:

- a) the Scrum Team;
- b) the ScrumMaster; and
- c) the Product Owner.

**Project Term:** the term of the Project, commencing on the Start Date and ending on Project Completion or earlier termination of this Call-Off Contract.

**Project Tools:** the following artefacts relating to the Project:

- a) the Product Vision;
- b) the Product Backlog;
- c) each Sprint Backlog; and
- d) any mutually agreed product tracking tools.

**Release Planning Sessions:** a planning meeting between the Product Owner, ScrumMaster and Scrum Team to discuss live deployment of the Software.

**Requirement:** the non-technical description in a particular User Story of a requirement of the Buyer, describing the intended operations, functions, performance and other characteristics of the Software or part of the Software.

**Resource Points:** a unit of measurement of the resource required for completion of:

- a) the Project and each Sprint under paragraph 4.3; and
- b) specific Requirements under paragraph 5.9(b).

**Result:** the result of development work carried out under this Call-Off Contract to meet a particular Requirement.

**ScrumMaster:** the person described in the Order Form as such and any replacement from time to time.

**Scrum Team:** the persons described in the Order Form as such and any replacements from time to time.

**Software:** the software to be developed under this Call-Off Contract.

**Software Description:** a comprehensive description of the Software as at Project Completion or termination (as the case may be).

**Source Code:** the source code of the Software to which it relates, in the language in which the software was written, together with all related flowcharts and technical documents, all of a level sufficient to enable the Buyer's development personnel to understand, develop and maintain that Software.

**Sprint:** a non-extendable two-week period during which User Stories are developed, tested and Delivered in accordance with this Call-Off Contract.

**Sprint Backlog:** the document setting out the Requirements, determined by the Product Owner and the Scrum Team in accordance with paragraph 5.5, that are to be developed during the current Sprint.

**Sprint Goal:** the Delivery of all Sprint Results by the end of the relevant Sprint.

**Sprint Meetings:** Sprint Planning Meetings, Sprint Retrospective Meetings and Sprint Review Meetings.

**Sprint Planning Meeting:** a planning meeting between the Product Owner, ScrumMaster and Scrum Team to discuss the matters referred to in paragraph 5.4.



**Sprint Points:** the points determined by the Product Owner for each Sprint under **Error! Bookmark not defined.** paragraph 4.3

**Sprint Results:** the Results of the current Sprint.

**Sprint Retrospective Meeting:** a retrospective meeting between the Product Owner, ScrumMaster and Scrum Team to discuss the matters referred to in paragraph 5.13

**Sprint Review Meeting:** a review meeting between the Product Owner, ScrumMaster and Scrum Team and any Stakeholders that wish to attend to discuss the issues set out in clause paragraph 5.11.

**User Story:** a Requirement and its associated Definition of Done.

## 2. Project

- 2.1 The Project Participants shall participate in the Project, using the Project Tools and following the Agile Process and, if appropriate, the Agile Change Control Process.

## 3. Project Participants

- 3.1 The initial Product Owner, ScrumMaster and Scrum Team are identified in the Order Form.
- 3.2 The parties acknowledge and agree that:
- (a) the respective roles and responsibilities, level of dedication to the Project and (where appropriate) criteria concerning requisite skills, experience and qualifications of the Project Participants are specified in the Order Form; and
  - (b) timely and successful Project Completion is facilitated by continuity of personnel in the roles of Product Owner, Scrum Team members and the ScrumMaster, but that the Supplier may, at its reasonable discretion, replace Scrum Team members and the ScrumMaster from time to time during the Project Term.
- 3.3 Any Project Participant shall respond to any queries or reasonable requests for information from any other Project Participant as soon as reasonably possible.

## 4. Project Tools

- 4.1 All Project Participants:
- (a) acknowledge that the Product Vision provides an overarching framework for the Project, and
  - (b) agree that they shall perform their roles, responsibilities, obligations and duties in a manner consistent with that framework and, as far as reasonable to do so, with maximising the potential for attaining the goals outlined in the Product Vision.
- 4.2 The parties agree that the Product Owner shall be responsible for the provision from time to time under this Call-Off Contract of details of the first three elements of the definition of Product Backlog and the Scrum Team last for the last element of the definition of Product Backlog and each of the Product Owner and the Scrum team are responsible for keeping their respective elements up to date.
- 4.3 The Scrum Team shall determine in its discretion the Resource Points for each Requirement included in the Product Backlog on that date and notify the Product Owner accordingly.
- 4.4 The Product Owner shall sort the Requirements included in the Product Backlog in terms of priority as it sees fit.

## 5. Agile Process

- 5.1 For clarity, the parties acknowledge and agree that the Product Owner:

- (a) may as it sees fit, from time to time during the Project Term, change the priority of the Requirements included in the Product Backlog and delete Requirements from the Product Backlog;
  - (b) must follow the Agile Change Control Process if it wishes to include any new Requirement in the Product Backlog; and
  - (c) may not amend the number of Resource Points determined for specific Requirements.
- 5.2 The parties acknowledge and agree that the Sprint Points will be allocated to allow Requirements to be met during the current Sprint and for contingency and ongoing activities, such as attending Sprint Meetings, estimation, supporting build creation and integrations, possible maintenance and defect fixes, participation in design activities, status reporting and development process improvements.
- 5.3 The parties shall hold a Sprint Planning Meeting before the relevant Sprint commences.
- 5.4 At the Sprint Planning Meeting for each Sprint:
  - (a) the Product Owner shall select Requirements from the Product Backlog it wishes to be included in the current Sprint;
  - (b) the Product Owner shall notify the Scrum Team of the selected Requirements, their respective Definition of Done and other relevant information;
  - (c) the Scrum Team shall determine how many of the selected Requirements can be developed during the current Sprint and notify the Product Owner accordingly; and
  - (d) the Product Owner and the Scrum Team may agree to replace a higher-priority Requirement with a lower-priority Requirement bearing equal or fewer Resource Points if it is technically expedient to do so.
- 5.5 The Product Owner and the Scrum Team shall use reasonable endeavours to agree the selection of Requirements to be included in the current Sprint Backlog.
- 5.6 Once the Requirements to be included in the Sprint Backlog (**Sprint Requirements**) have been agreed under paragraph 5.5:
  - (a) no alterations or additions may be made to those Sprint Requirements;
  - (b) the Product Owner and the Scrum Team shall review and, if necessary, amend the Definition of Done in relation to each Sprint Requirement; and
  - (c) the Scrum Team shall prepare the Sprint Backlog which shall include:
    - (i) the Sprint Requirements;
    - (ii) the Resource Points for each Sprint Requirement;
    - (iii) the Definition of Done for each Sprint Requirement; and
    - (iv) a breakdown of each Sprint Requirement into specific tasks and allocation of these tasks to specific Scrum Team members.
- 5.7 The Scrum Team shall maintain the Sprint Backlog and update it daily to reflect any changes in the Resource Points for any Sprint Requirement.
- 5.8 During each Sprint the Scrum Team shall:
  - (a) develop the Software in accordance with the Sprint Backlog and this Call-Off Contract; and
  - (b) hold Daily Scrum Meetings.
- 5.9 The Scrum Team and the ScrumMaster shall:
  - (a) use all reasonable endeavours to achieve the Sprint Goal during the relevant Sprint; and



- (b) from time to time review the Resource Points for any Sprint Requirement and determine in their discretion whether and, if so, what change in the Resource Points is appropriate.
- 5.10 At the end of each Sprint (usually within five Working Days of the end of each Sprint), the Scrum Team, ScrumMaster and Product Owner shall hold:
  - (a) a Sprint Review Meeting in conjunction with any stakeholders that wish to attend;
  - (b) a Sprint Retrospective Meeting; and
  - (c) a Sprint Planning Meeting for the next Sprint.
- 5.11 At the Sprint Review Meeting:
  - (a) the Scrum Team shall determine which of the Results from the current Sprint meet their respective Definitions of Done and notify the Product Owner accordingly; and
  - (b) the Buyer shall determine whether it agrees with the Scrum Team's assessment in accordance with the procedure set out in paragraph 5.12.
- 5.12 The Buyer shall undertake the Acceptance Tests to determine whether the Sprint Results have met their respective Definition of Done. The Buyer shall carry out the Acceptance Tests using the Definition of Done within one Working Day of completion of the relevant Sprint, at a time to be agreed in writing with the Supplier. The Buyer shall permit Supplier to attend and observe the Acceptance Tests. The Buyer shall not unreasonably withhold or delay its agreement that any particular Sprint Result meets its Definition of Done. The Buyer shall be deemed to have accepted that the Sprint Requirements have met their respective Definition of Done on the earliest of:
  - (a) the Buyer's written agreement to that effect;
  - (b) the expiry of one Working Day after the completion of the relevant Acceptance Tests, unless the Buyer has given written notice to the Supplier that one or more Sprint Results do not meet their respective Definition of Done, specifying the relevant Sprint Result or Sprint Results and details of the nature of the failure, in each case;
  - (c) the expiry of two Working Days after the Supplier informs the Buyer that the Sprint Requirements are ready for the relevant Acceptance Tests, if those Acceptance Tests have not been completed; or
  - (d) the live use of the Software (or the relevant part of it) by the Buyer or any of its employees, agents or contractors.
- 5.13 At each Sprint Retrospective Meeting, the Product Owner, ScrumMaster and the Scrum Team shall discuss and agree potential improvements to their practices, teamwork, environment, or organisation for implementation in future Sprints and review their appropriateness and efficacy at the next Sprint Retrospective Meeting.
- 5.14 The Product Owner shall include in the Product Backlog any Sprint Requirement that has not been developed during the current Sprint and any Result that has not been Delivered (both of which shall be deemed to be an outstanding Requirement) and reset all priorities for all outstanding Requirements.
- 5.15 The Scrum Team, ScrumMaster and Product Owner shall hold Release Planning Sessions at the times and frequency mutually agreed, usually at the end of every second Sprint. Each Release Planning Session will review whether development of the Software remains aligned with the Product Vision and with the parties' expectations and evaluate cost and timeline impacts due to additions of Requirements to, or deletions of Requirements from, the Product Backlog. Material changes to the Product Backlog shall be subject to the Agile Change Control Process.

- 5.16 The Project Participants shall promptly commence the next Sprint and paragraphs 5.1 to 5.15 shall apply to them as if they were set out in full and each reference to the Sprint is deemed to refer to the next Sprint.
- 5.17 The parties shall repeat the Agile Process and continue to do so until the end of the Project Term.
- 5.18 The Project shall be complete on the earlier of when the agreed number of Sprints have been completed unless the Order Form sets out an alternative definition of completion ("Project Completion").
- 5.19 As soon as reasonably practical after Project Completion, the Supplier shall:
  - (a) provide the Buyer with the Deliverables (in object code versions only unless the parties have expressly agreed that source code versions are also required).
  - (b) provide the Buyer with the Software Description for its review and approval. If the Buyer considers that the Software Description is deficient in its description of any one or more of the elements specified in the definition of the Software Description, it may notify the Supplier accordingly and the Supplier shall promptly remedy the deficiencies identified in the Buyer's notice and submit the amended Software Description for the Buyer's review and approval. The parties shall repeat the review and approval procedure until the Buyer has approved the Software Description in its final form. If the Buyer does not notify the Supplier of its approval or rejection of the Software Description within five Working Days of receiving it from the Supplier, the Software Description is deemed approved by the Buyer.

## 6. Agile Change Control Process

If the Product Owner requests that a new Requirement be added to the Product Backlog:

- (a) the Scrum Team shall determine the number of Resource Points for that Requirement;
- (b) the Product Owner may, at its option, then:
  - (i) remove from the Product Backlog an existing Requirement or multiple Requirements whose Resource Points or cumulative Resource Points equal or exceed the Resource Points determined under paragraph 6(a), provided that the Scrum Team confirms that the existing Requirement or Requirements have not already been selected for a Sprint and the proposed change is technically viable; or
  - (ii) request that the Supplier delivers such new Requirement as an additional Requirement in accordance with the Supplier's rates.