

CONSULTING SERVICES AGREEMENT

PARTIES

- (1) CACI Limited incorporated and registered in England and Wales with company number 01649776 whose registered office is at CACI House, Kensington Village, Avonmore Road, London W14 8TS (**CACI**).
- (2) [**CLIENT NAME**] incorporated and registered in [**England and Wales**] with company number [**NUMBER**] whose registered office is at [**ADDRESS**] (**Client**).

RECITAL

- A. Whereas CACI wishes to supply certain Services and/or licence certain Deliverables, and the Client wishes to have the right to receive the Services and use the Deliverables in accordance with the terms set forth below.

THE PARTIES AGREE TO THE ATTACHED TERMS AND CONDITIONS AND ANY RELEVANT STATEMENTS OF WORKS:-

Agreed on behalf of CACI Limited

Signed by_____

Name: Kandyce Tester / Tracy Weir

Authorised Signatory

Agreed on behalf of the Client

Signed by_____

Name: _____

Title: _____

Date: _____

CACI LIMITED ("CACI") - TERMS AND CONDITIONS

DEFINITIONS

"Agreement": comprises these terms and conditions and the Schedules.

In the event of a conflict or inconsistency between the provisions of the above documents the order of priority is in descending order of the above listed.

"AI System": means a machine-based system that is designed to operate with varying levels of autonomy.

"Commencement Date": the date that the Agreement is signed by the Client.

"Confidential Information": all information, data or material of whatsoever nature in any form which is necessary for either party to disclose to the other pursuant to this Agreement and anything the receiving party creates which is derived from or based upon the information data or materials disclosed to it by the disclosing party. It shall not include any information or materials which: (a) are in or enter into the public domain (other than as a result of disclosure by the receiving party or any third party to whom the receiving party disclosed such information); (b) were already in the lawful possession of the receiving party prior to the disclosure by the disclosing party; (c) are subsequently obtained by the receiving party from a third party who is free to disclose them to the receiving party; or (d) are required to be disclosed by law or regulatory authority.

"Client Data": any data or information that CACI requires the Client to supply to it under this Agreement.

"Client Generated Data": any data generated by the Client using the Software and/or Data, whether or not in conjunction with the Client's own or 3rd party data, during the Term of this Agreement.

"Client Generated Reports": reports generated by the Client during the Term using the Software and/or Data, and which reports only contain an insubstantial part of the Data.

"Data": data used in providing the Services that is owned by CACI or licensed by CACI from third parties.

"Deliverables": the results, reports, charts, Data, Software, summaries, comments, analysis or other materials provided by CACI to the Client.

"DP Legislation": means the Data Protection Act 2018, the UK GDPR (as defined in section 3(10) (as amended) (as supplemented by section 205(4)) of the Data Protection Act 2018) and any successor legislation in force in the UK from time to time.

"Fees": the fees payable during the Term of this Agreement as set out in the SOW (unless otherwise stated Fees are exclusive of VAT which shall be payable at the applicable rate, and are payable in GBP).

"Individual Contractor": means any individual contractor who is employed by a party with which CACI has a commercial agreement which confirms that all income tax, national insurance and other employment taxes are paid in respect of that individual contractor

"IPR": intellectual property rights including copyright, database rights, trademarks, design rights, patents and/or know how.

"Schedules": any schedule attached hereto.

"Services": the supply of Deliverables and any other services described in the Agreement.

"Software": any CACI software described in the Agreement that is licenced to the Client under this Agreement.

"Statement of Work" or "SOW": any statement of work entered into under the terms of this Agreement.

"Term": the term of this Agreement or, as applicable, of the relevant SOW.

Any reference to the singular includes the plural and *vice versa* (unless the context otherwise requires).

1. THE SERVICES

- 1.1 The Client appoints CACI and CACI accepts such appointment to (a) provide the Services, and (b) licence the Deliverables, Software, and/or Data upon the terms and conditions of this Agreement.
- 1.2 If required pursuant to the Agreement, the Client shall supply the Client Data to CACI in a timely manner and acknowledges that a delay in providing the same would cause a delay in CACI providing the Services.

2. FEES

- 2.1 CACI shall invoice the Client for the Fees as set out in the relevant SOW. If the SOW is silent on the invoicing schedule or payment terms, CACI shall invoice the Client for the Fees on or about the Commencement Date and where applicable, on each subsequent anniversary of the Commencement Date during the Term and all

invoices shall be subject to payment within 30 days of the invoice date.

- 2.2 Where the Client requires a purchase order number to be generated prior to CACI invoicing the Client, the Client shall generate such purchase order number within 10 calendar days of CACI's reasonable request. If the Client fails to generate a purchase order number in accordance with this clause 2.2, then CACI's invoice shall be valid and payable without it.
- 2.3 If the Client is in material default of clause 2.1, in addition to any other remedies in this Agreement, all of the Fees under the Agreement shall immediately become payable.
- 2.4 If the Client fails to pay any undisputed Fees by the due date, CACI may, on giving five business days' written notice, suspend provision of the Services until full payment of all overdue sums is received. CACI shall lift the suspension promptly following receipt of such payment. Suspension under this clause does not affect the Client's obligation to pay Fees accruing during the suspension. CACI shall not be liable for any delay or failure in performance caused by a suspension effected in accordance with this clause. All other rights and remedies are reserved.
- 2.5 CACI shall not be liable for any administrative charges including, but not limited to, charges relating to the processing of invoices by the Client.
- 2.6 Unless otherwise stated in the relevant SOW, Fees are exclusive of reasonable expenses incurred by CACI (e.g. travel), which shall be charged in addition to the Fees subject to prior approval by the Client.
- 2.7 Unless otherwise stated in the relevant SOW (a) in relation to fixed price work, the Client shall pay CACI the fixed Fees for the Services as set out in the relevant SOW, and (b) in relation to work on a resource team basis, the Client shall pay CACI the Fees for the Services at the daily rates and based on the estimated number of days set out in the relevant SOW. Unless otherwise expressly provided in a relevant SOW, the Client shall pay said Fees regardless of whether or not it has actually used the agreed number of days.
- 2.8 If during a relevant SOW it is found that the requirements have changed or differ from the requirements set out in said SOW, then CACI will submit a change request showing, inter alia, any changes to the Fees, the acceptance criteria (if any) and/or the Deliverables. CACI shall start working on the proposed changes once the Client has agreed to said changes in writing (including by email).

3. LICENCE GRANTS

- 3.1 CACI grants the following licences or makes the following assignment in respect of the Deliverables, as further specified in relation to specific Deliverables in the relevant SOW:
 - (a) CACI hereby grants to the Client a non-exclusive (a) licence during the Term of the relevant Statement of Work, to use the Deliverables, Software, Data and/or Client Generated Data, and/or (b) perpetual licence to use the Client Generated Reports; in each case subject to these terms and conditions and on a non-exclusive, non-transferable basis for the bona fide and proper purposes of its business ("Term Licence"); or
 - (b) CACI hereby grants to the Client a perpetual licence to the Deliverables subject to these terms and conditions and on a non-exclusive, non-transferable basis, for the bona fide and proper purposes of its business ("Perpetual Licence"); or
 - (c) CACI assigns to Client with full title guarantee the Deliverables, save that any IPR owned by CACI prior to the Commencement Date (or developed thereafter independently of this Agreement) remains the property of CACI and is licensed to Client perpetually but solely for the purpose of, and to the extent required for, Client making use of the Assigned Deliverables. Such retained IPR includes, for the avoidance of doubt, any Data, and any know-how, expertise, templates, and business methods. Any such CACI retained IPR is licensed to the Client only to the extent required to make use of the Deliverables. ("Assigned Deliverables").

If no such specification is made in the relevant SOW, then Deliverables shall be considered to be on a “Perpetual Licence”, unless they contain or are derived from Data in which case they shall be considered to be on a “Term Licence”.

- 3.2 The Client hereby grants to CACI a non-exclusive licence to use the Client Data during the Term solely to provide the Services.

4. LICENCE RESTRICTIONS

The restrictions in this clause 4 apply to any Deliverables, or any part of them, licensed under clause 3.

- 4.1 The Client shall not be entitled to disclose to any third party the whole or part of the Deliverables, Software, Data, provided to the Client and/or Client Generated Data and/or Client Generated Reports except to (a) its customers or prospective customers in providing or marketing its own goods and/or services, and/or (b) third parties approved in writing by CACI (such approval not to be unreasonably withheld) to use the same for analysis, consultancy, processing, evaluation and/or enhancement solely for the benefit of the Client’s business and subject to Client procuring that the said third party complies with clauses 3.1, 3.2, 4, 5.3, 6 and 7.
- 4.2 All the Deliverables provided under this Agreement are at all times subject to CACI’s and their third party providers’ copyrights, which notices can be found at <http://www.caci.co.uk/copyrightnotices.pdf>. The said webpage is subject to changes from time to time in relation to the copyright notices as required by the third party data providers.
- 4.3 The Client shall ensure that all proprietary notices contained in or on the Deliverables, Client Generated Data, Client Generated Reports and/or Software are reproduced on every copy made thereof in whole or part and are not removed, altered or obliterated. On each copy of the Deliverables that the Client produces, modifies or distributes, the Client shall include the following statement: “The applicable copyright notices can be found at <http://www.caci.co.uk/copyrightnotices.pdf>, as updated from time to time”.
- 4.4 The Client shall not modify, decompile, recompile, disassemble or reverse engineer any Deliverables, Data, or Software licenced to it by CACI.
- 4.5 Except for backup purposes or as otherwise expressly provided in this Agreement, the Client shall not use, reproduce, sell, licence, dispose of, deal with, rent, lease, sublicense, loan, modify, adapt, or use for the benefit of a third party, the whole or any part of the Deliverables, Software and/or Data.
- 4.6 The Client shall not export the Deliverables to any country to which export or transmission is restricted by the laws and regulations of the United Kingdom, the European Union and/or the United States of America.
- 4.7 The Client shall not itself, nor shall it permit any third party to, incorporate or submit the whole or any part of the Deliverables to any AI System, whether proprietary to Client or licensed from a third party, save with CACI’s prior written consent. Such consent, if granted by CACI in its sole discretion, shall be conditional upon Client demonstrating to CACI’s satisfaction that (i) the Client can remove all elements of the Deliverables and any material derived from them from the AI System on the expiry or earlier termination of this Agreement (for example by use of retrieval augmented technologies); (ii) that no third party shall have access to the whole or part of the Deliverables in any AI System including the licensor of the AI System; and (iii) any other reasonable conditions required by CACI.
5. INTELLECTUAL PROPERTY RIGHTS
- 5.1 All IPR (a) owned or licensed by a party before the Commencement Date and (b) created, developed or licensed by that party after the Commencement Date independently of this Agreement, shall continue to vest in that party and/or its licensors.
- 5.2 Subject to clauses 3.2 and 5.1 above all IPR in the Deliverables, Client Generated Data and/or Client Generated Reports and any modifications or copies thereof, vest in CACI or its licensors at all times.

- 5.3 The Client agrees to the flow down terms in respect of third-party data contained in the Data/Deliverables as set out in the SOW.

- 5.4 Where CACI updates the Deliverables during the Term, CACI shall use reasonable endeavours to provide the Client with 14 days’ notice. Upon provision of any updates of the Deliverables to the Client during the Term of the Agreement, the Client’s licence to use any previous versions shall expire and the Client agrees not to use them. Instead, the Client shall without undue delay download and/or use the most current version of the Deliverables provided or made available to it by CACI.

6. PUBLIC STATEMENTS

- 6.1 The Client shall not disclose the Deliverables, Client Generated Data and/or Client Generated Reports publicly in any manner that is likely to or does harm CACI’s reputation or business. The Client also agrees not to use the Deliverables, Client Generated Data and/or Client Generated Reports in any manner that could or does exaggerate, distort or misrepresent the findings of or data supplied by CACI.
- 6.2 Any public statement, marketing material, press releases or the like that contain the whole or any part of the Deliverables, Client Generated Data and/or Client Generated Reports shall only be (a) disclosed upon prior written consent of CACI (which consent shall not be unreasonably withheld), and (b) accompanied by an acknowledgement that such material is supplied by CACI.
- 6.3 Each party shall be entitled to list the other as its service provider or client in marketing/promotional material subject to such party following brand guidelines (if applicable) provided by the other party from time to time.
- 6.4 The Deliverables, Client Generated Data and/or Client Generated Reports shall not be used to make any statements that are defamatory, false, misleading and/or that are likely to give rise to any civil or criminal offence.

7. CONFIDENTIALITY AND DATA PROTECTION

- 7.1 The receiving party agrees that it shall: (a) use the Confidential Information only to fulfil its obligations pursuant to this Agreement; (b) treat all Confidential Information of the disclosing party as confidential; (c) not, without the express written consent of the disclosing party, disclose the Confidential Information or any part of it to any person except to the receiving party’s directors, employees, parent company, agreed subsidiaries or agreed subcontractors, who need access to such Confidential Information for use in connection with the Services and who are bound by similar confidentiality and non-use obligations; and (d) comply as soon as practicable with any written request from the disclosing party to destroy or return any of the disclosing party’s Confidential Information (and all copies, summaries and extracts of such Confidential Information) then in the receiving party’s power or possession. For the avoidance of doubt, any CACI subsidiary controlled by CACI is an agreed subsidiary for the purposes of this Agreement.
- 7.2 Both parties agree to comply with their respective obligations under the DP Legislation. Where Personal Data is being processed by CACI as part of the Services being provided the parties agree to be bound by the Data Processing Schedule in Schedule B.

8. CACI’S OBLIGATIONS

- 8.1 CACI shall use reasonable skill and care in providing the Services. However, the Client acknowledges and accepts that the Data and/or the Deliverables may (a) be created in whole or part using forecasting or predictive models and/or third party data and are not guaranteed to be error free by CACI, (b) contain data based on estimates derived from samples, and/or (c) be subject to the limits of statistical errors/rounding up or down.
- 8.2 Except for title warranties all other implied warranties are excluded, including warranties for satisfactory quality and fitness for a particular purpose. Where CACI supplies address data as part of the Deliverables, CACI confirms that the said data has been cleansed against Royal Mail’s PAF® data. In respect of any consultancy work carried out under this Agreement, CACI shall use its reasonable endeavours to meet any timescales for delivery of the Services and/or Deliverables as set out in this Agreement. The

parties acknowledge and agree that any such timescales are estimates only and time for delivery of such Services and/or Deliverables shall not be of the essence. CACI shall use its reasonable endeavours to inform the Client of any changes to said timescales.

9. CLIENT'S OBLIGATIONS

- 9.1 The Client shall be liable for any part of the Fees that has not already been invoiced if: (i) the Client fails to supply any Client Data that is necessary for CACI to be able to complete the performance of the Services within a reasonable period of time after receiving a request for the same from CACI, and/or (ii) the Client otherwise prevents CACI from completing the performance of the Services and/or delivering the Deliverables to the Client by not complying with any Client dependencies set out in the Agreement.
- 9.2 Within 14 days of delivery, or as specified in the relevant Statement of Work, the Client shall notify CACI in writing of its acceptance of the Deliverables or, if the Deliverables do not meet the acceptance criteria set out in the relevant Statement of Work, its rejection of said Deliverables (or part thereof). The Deliverables shall be deemed to have been accepted by the Client if the Client does not notify CACI of its rejection of the Deliverables within said time period or if the Client uses the Deliverables or any part thereof, whichever is the earlier.

10. LIABILITY

- 10.1 Save for any breach of a third party's IPR caused by use of CACI Data, for which CACI's liability shall be capped at 200% of the Relevant Fees, CACI's aggregate liability for any claims, demands, damages, costs (including legal costs) and expenses resulting from any tortious act or omission and/or breach of the terms and conditions set out in this Agreement shall not exceed 125% of the Relevant Fees. In this clause, the "Relevant Fees" means the total Fees paid or payable in respect of the Deliverable that is the subject of a claim.
- 10.2 Save for breach of clauses 3 or 4 neither party shall be liable for any loss of revenues, loss of profits, business interruption, ex gratia payments, or indirect loss. Liability is not excluded for (a) fraud or fraudulent misrepresentations, and/or (b) death or personal injury caused by the negligence of either party. CACI shall not be liable for any loss, damage or claim howsoever arising from or in connection with any third-party data or third-party software, or the Client's interpretation of the Deliverables, Client Generated Data or Client Generated Reports.
- 10.3 The Client acknowledges the Deliverables may contain or be subject to data which is governed by the Open Government Licence ("OGL Data") and the Client hereby acknowledges and agrees that such OGL Data will be subject to the terms at: <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/>.
- 10.4 For the avoidance of doubt, the OGL Data is licensed to the Client "as is" and all representations, warranties, obligations and liabilities in relation to such OGL Data are hereby excluded to the maximum extent permitted by law. CACI and/or its licensors shall not be liable for any errors or omissions in the OGL Data and shall not be liable for any loss, injury or damage of any kind caused by its use. The Client further acknowledges and agrees that CACI does not guarantee the continued supply of the OGL Data.

11. TERM AND TERMINATION

- 11.1 Subject to clause 11.2, this Agreement shall commence on the Commencement Date and shall continue until terminated in accordance with this clause 11 or by mutual agreement.
- 11.2 Any existing SOWs in place at the expiry or earlier termination of this Agreement shall continue for the full term set out in such SOW. For the avoidance of doubt, the SOW shall, save if earlier terminated in accordance with this Agreement, terminate upon the termination date specified in the relevant SOW.
- 11.3 The non-defaulting party may terminate this Agreement or any SOW for a material breach by the other party of (as applicable) the Agreement or the SOW, which is incapable of remedy or, if capable of remedy, is not remedied within thirty (30) days of notification

being given to the defaulting party. This termination right shall be without prejudice to CACI's right, where termination is by CACI for Client's material breach, to promptly receive all payments under this Agreement.

- 11.4 Either party may terminate this Agreement and/or any SOW with immediate effect by notice in writing to the other party if that party passes a resolution for its winding-up or a court of competent jurisdiction makes an order for the winding-up or the dissolution of the other party, or an administrative order is made in relation to that party or an administrative receiver is appointed, or the other party makes an arrangement or composition with its creditors generally, or suffers any other act of insolvency.
- 11.5 Upon termination or expiry of this Agreement or as applicable the relevant SOW, the Client agrees to permanently delete all copies of the Deliverables which are subject to a Term Licence, and not use the same again. In addition, the Client shall promptly on request confirm in writing to CACI that it has so deleted all copies of such Deliverables.

12. MISCELLANEOUS

- 12.1 Any clauses which in their nature are intended to survive termination (including without limitation clauses 2, 3, 4-10, 11.2, 11.3, 11.5, and 12 inclusive) shall do so.
- 12.2 Both parties have the rights to grant the licences referred to in clause 3 and shall comply with all applicable laws, statutes and regulations relating to anti-bribery, anti-corruption, tax evasion, and anti-slavery, including but not limited to the Bribery Act 2010, the Modern Slavery Act 2015, and the Criminal Finances Act 2017.
- 12.3 This Agreement supersedes all prior agreements, arrangements and understandings (and excludes any quotations, proposals, emails and/or other communications of whatever nature) prior to the Commencement Date between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. In the event of conflict, ambiguity and/or inconsistency, these terms and conditions shall prevail over the relevant Statement of Work and over any quotation or specifications for the Deliverables or Services save that any legal terms and conditions included in any relevant Statement of Work shall be binding to the extent that they explicitly (by reference) amend these terms and conditions.
- 12.4 These Terms and Conditions shall supersede any terms and conditions referenced or stated in any purchase order, issued at any time in respect of the goods or services to be supplied under this Agreement, unless the parties sign a written agreement to amend these standard terms and conditions.
- 12.5 Any notice given hereunder shall be sent by post. In the case of a notice to CACI, it shall also be copied to the Chief Legal Officer at the address shown above. Any notice shall be deemed received 48 hours after being sent.
- 12.6 Neither party shall assign or otherwise transfer this Agreement or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other, such consent not to be unreasonably withheld or delayed. CACI agrees not to engage any subcontractor to perform the Services without Client's prior written consent (not to be unreasonably withheld or delayed) save that CACI may engage Individual Contractors. Nothing in this Agreement shall restrict the use by CACI of any cloud providers for the purposes of storage or processing capacity, subject to notification by CACI where Client Data which is personal data is the subject of the cloud storage or processing.
- 12.7 No variation of this Agreement shall be effective unless it is in writing and signed by both parties (or their authorised representatives).
- 12.8 Neither party shall be liable for failure to perform its obligations hereunder due to fires, theft, adverse weather conditions, strikes, loss of internet connectivity, transport problems, terrorism, official government advice, sanctions, changes in law that render the provision of the then-current Services and/or Deliverables unlawful, or Governmental restriction.
- 12.9 No term of this Agreement shall be enforceable by a third party.

- 12.10 Client shall allow CACI access to such records as is reasonably required to assess Client's compliance with this Agreement, such access to be: (i) agreed between the parties upon reasonable notice (being not less than 5 business days); (ii) subject to CACI ensuring that all information obtained or generated in connection with such access is kept strictly confidential in accordance with Clause 7 of this Agreement; (iii) subject to CACI ensuring that such access is undertaken during normal business hours, with minimal disruption to the Client's business, and at dates and times agreed in advance by the Client; and (iv) not more than once in every 12 months.
- 12.11 The laws of England and Wales apply to this Agreement and in the event of a dispute the parties agree to submit to the exclusive jurisdiction of the English courts.

SCHEDULE A

Template Statement of Work

Statement of Work No. [] ("SOW")

This SOW is governed exclusively by and is subject to the Consulting Services Agreement signed by CACI Limited ("CACI") and [CLIENT]. (the "Client"), dated [DATE] (the "Agreement".) Once signed by the Client, this SOW shall commence on the Start Date.

SOW No	<Unique ID.
Project Name	<Project Name>
Start Date	<Start Date>
End Date	<End Date> (or on acceptance of the Deliverables if sooner)
Deliverables	Deliverables, along with associated Client dependencies as outlined in [Section 4] in the attached Project SOW.
Fees	<Fee>+ VAT, as detailed in [Section 16] of the attached SOW
Contracting Client Entity	[NAME].
Billing Details	Billing entity: Billing address: Billing currency: Client contact: EU VAT number: <i>Is a PO required or not (if yes, initiate PO request with client)</i> <i>Is an e-invoicing portal required or not</i> Invoice title:
Expenses	[N/A] [All expenses will be charged monthly in arrears]
Payment Schedule	<Insert>
Licence Grant and Restrictions	<i>[The Deliverables are licensed on a [Perpetual Licence] [Term Licence]]</i> <i>[[The following][All] Deliverables are Assigned Deliverables: [list]]</i> <i>[Add any restrictions for third party or CACI data - third party data is likely to have flow down terms which should be annexed]</i>
Data Processing	<i>[N/A] [The details attached in the document at [Annex 1] are the details of processing required in Annex 1 of the Data Processing Schedule.]</i>
Special Terms	<i>[INSERT any amendments to the terms and conditions, and any terms relating to third party data]</i>

TEMPLATE ONLY - NOT FOR SIGNATURE

Agreed on behalf of [CLIENT]

Agreed on behalf of CACI Limited

Signed:

Signed:

Name:

Name:

Title:

Title:

Date:

Date:

PROJECT STATEMENT OF WORK

(Project Statement of Work will be added to individual SOWs)

SCHEDULE B

DATA PROCESSING SCHEDULE

Definitions:-

The following capitalised terms used in this Data Processing Schedule shall have the meaning set out in DP Legislation (e.g. in Article 4 of UK GDPR) as applicable; Controller, Data Subject, Processor, Processing (and Process and Processed shall be construed according to this definition of Processing), Personal Data, Personal Data Breach, Supervisory Authority (e.g. The Information Commissioner).

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018, or any successor legislation enforce in the UK and in either case as amended and/or updated from time to time.

Law: means the laws of England and Wales.

1. General

1.1 The parties agree that:

- 1.1.1 this Schedule is incorporated into the Agreement;
- 1.1.2 if there is any conflict or inconsistency between this Schedule and the terms and conditions in the Agreement that relate to the Processing and confidentiality of Personal Data, the provisions of this Schedule shall prevail.
- 1.1.3 this Schedule only applies where CACI is the Processor under the Agreement and the Client is the Controller.

2. Article 28 UK GDPR compliant clauses

Details about the processing

2.1 The parties agree that Annex 1 is completed and accurate under this Agreement.

Written Instructions

2.2 The Processor will only Process Personal Data in accordance with the Controller's written instructions unless the Processor is required to act without such written instructions by Law.

Confidentiality

2.3 The Processor will ensure that only the Processor's employees, consultants, directors and officers who need to Process the Personal Data under the Agreement shall have access to it and provided that in each case they have prior entered into a written agreement with the Processor that contains an obligation that such employees, consultants, directors and officers are obligated to keep information (including Personal Data) made available to them confidential.

Security

2.4 The Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks relating to its Processing of the Personal Data and in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data transmitted, stored or otherwise Processed. The Processor agrees to use the appropriate technical and organisational measures set out in the Agreement or where these are inadequate to use those set out in Annex 2.

Using sub-processors

2.5 The Processor shall not employ any sub-processor(s) without the prior specific or general written authorisation of the

Controller. The Processor must notify the Controller of any changes it intends to make to the agreed sub-processor(s) and give the Controller a reasonable opportunity to object to such changes. The Processor shall enter into a written contract with each sub-processor which contains the same or substantially the same data protection obligations on the sub-processor as set out in this Schedule. The Processor agrees that it shall be fully liable to the Controller for performance of the sub-processor(s) obligations as required under DP Legislation and the contract entered into between the Processor and sub-processor. The parties agree that Individual Contractors are authorised for the purposes of this clause providing CACI has in place an agreement that binds such Individual Contractor to provisions not less onerous than this Schedule B.

Data Subjects' rights

2.6 The Processor shall, subject to taking into account the nature of the Processing it carries out and by having appropriate technical and organisational measures in place, assist the Controller upon request to fulfil its obligations that relate to enabling Data Subjects to exercise their rights under DP Legislation, such as subject access requests, requests for rectification or erasure of Personal Data and making objections to Processing,

Assisting the Controller

2.7 The Processor shall, subject to taking into account the nature of the Processing it carries out and the information available to it, assist the Controller upon request in meeting its obligations under DP Legislation (i.e. under UK GDPR Articles 32 to 36) relating to:

- 2.7.1 keeping the Personal Data secure;
- 2.7.2 notifying Personal Data Breaches to the Supervisory Authority (in particular the Processor agrees to notify Controller as soon as reasonably practicable upon receipt of any communication, notice, request or complaint from a Data Subject; and notifying the Controller of any Personal Data Breach without undue delay once the Processor becomes aware of the breach and providing the Controller with such reasonable assistance and information in relation to such Personal Data Breach as the Controller requests);
- 2.7.3 advising the Data Subjects when there has been a Personal Data Breach;
- 2.7.4 carrying out data protection impact assessments ("DPIA"); and
- 2.7.5 consulting with the Supervisory Authority where the DPIA indicates there is an unmitigated high risk to the processing.

Return/deletion of Personal Data at the end of the Agreement

2.8 Unless required by Law to retain the Personal Data, the Processor shall upon termination or expiry of the Agreement, at the Controller's choice, either delete or return to the Controller all of the Personal Data it has been Processing for the Controller.

Audits and Inspections

2.9 The Processor shall in relation to the Processing it carries out:

- 2.9.1 provide the Controller with all the information that is needed show that the Processor has met all of its obligations under this Schedule;
- 2.9.2 at the Controller's request submit and contribute to audits and inspections that the Controller or the Controller's appointed auditor carries out;
- 2.9.3 pursuant to Article 28.3(h) of UK GDPR immediately inform the Controller if, in its opinion, it has been given an instruction which does not comply with the UK GDPR.

Controller's obligations

- 2.10 The Controller shall comply with its obligations under UK GDPR including in relation to its collection, processing and provision of Personal Data to the Processor in connection with the Agreement.

Additional Clauses

3. Overseas transfers

The Processor shall not transfer the Personal Data to any country or international organisation located outside the United Kingdom or the European Economic Area without the prior written consent of the Controller.

4. Processor's other obligations

In addition to this Schedule the Processor has direct obligation under UK GDPR which the Processor agrees to comply with to the extent applicable (i.e. those obligations set out in Articles 27, 29, 30.2, 31, 32, 33 and 37). The Processor agrees that it has appointed a Data Protection Officer.

5. Liability

The Processor shall be liable to the Controller for any losses, damages and costs (including reasonable legal costs) arising from the Processor's breach of this Schedule subject to Article 82 of UK GDPR and any limitations in the Agreement. The Processor shall only be liable for any payment to the Controller resulting from its breach of this Schedule to the extent that such payment has been ordered by a competent court in the UK, a legally binding decision of the Supervisory Authority or other regulatory body in the UK, or by way of a written agreement between the Controller and Processor after the breach arises.

Annex 1

TEMPLATE ONLY: TO BE COMPLETED AND ANNEXED TO ANY RELEVANT SOW

Details relating to the Personal Data and Processing pursuant the Agreement.

The subject matter and duration of the processing of the Personal Data.	<i><High level description of processing; duration of processing including any retention period></i>
The nature and purpose of the processing of the Personal Data.	<i><Specific description of the processing and its purpose></i>
The types of Personal Data to be processed.	<i><e.g., name, address></i>
The categories of Data Subjects to whom the Personal Data relates.	<i><e.g., customers of the Controller></i>
The obligations and rights of the Controller.	As set out in UK GDPR and/or in the Agreement.
State the names of any subprocessors and confirm if a GDPR compliant data processing agreement has been entered into with such sub-processor.	<i><Complete as applicable, for example:></i> [Sub-Processor: Amazon Web Services EMEA SARL pursuant to AWS GDPR Data Processing Addendum between the Processor and Sub-Processor available here: https://d1.awsstatic.com/legal/aws-gdpr/AWS_GDPR_DPA.pdf .]

Annex 2

Details of technical and organisational security measures to protect the Personal Data and the Processing of such data.

CACI shall use the technical and organisational security measures required under its ISO27001 accreditation.

In particular, as part of CACI's ISO27001 accreditation CACI maintains internal policies and procedures which are designed to:

- (a) ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (b) has back-up, archive and/or disaster recovery processes which are capable of restoring the availability and access; to Personal Data in a timely manner in the event of a physical or technical incident; and
- (c) minimise security risks, including through regular security risk assessment, evaluation and testing.