



Research Subcontract

This template will be used for subcontracts awarded under the contract with the NCSC related to the call, "Cyber Security Body of Knowledge (CyBOK)".

Project: *"Cyber Security Body of Knowledge (CyBOK)"*
Funding Body: National Cyber Security Centre (NCSC):
Funding Body Reference- Framework Agreement Number 4203365

This Subcontract dated the date of the last signature on the signature page below is made between:

- (1) THE UNIVERSITY OF BRISTOL, a chartered corporation having Royal Charter number RC000648 and a charity (number X1121) and whose administrative offices are at Beacon House, Queens Road, Bristol BS8 1QU, United Kingdom (“**Bristol**”); and
- (2) *[Name of the Subcontractor]* , *[Address of the subcontractor]* (“**Subcontract**”),

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

BACKGROUND:

- I. The National Cyber Security Centre (“**NCSC**”) has awarded a contract to Professor Awais Rashid in the Department of Computer Science at the University of Bristol for a research funding stream in relation to the establishment of a Cyber Security Body of Knowledge (“**CyBOK**”).
- II. Applications for such funding may be made in the form of proposals for mini-projects to further contribute to the resources built on CyBOK in a range of topics outlined in the call document: application of CyBOK v1.1 in specific topic areas, ways to disseminate CyBOK or resources and tools to support its usage by academics, practitioners or policy makers, and in accordance with the NCSC’s terms and conditions which are set out in an agreement dated 1 November 2017 between (1) the Secretary of State for Foreign and Commonwealth Affairs acting through the National Cyber Security Centre (which is part of Government Communications Headquarters) and (2) the University of Bristol entitled “**CyBOK**” under reference 4203365, as amended (the “**Main Contract**”), which is attached at **Annex 1** and forms part of this Agreement.
- III. The Subcontractor has successfully applied for the aforementioned funding under the call entitled “Call for further funded projects to develop resources around CyBOK v1.1” to deliver the Project as described in **Annex 2** (the “**Project**”). Bristol agrees to provide funding to Subcontractor as set out in the payment schedule attached at **Annex 3** under the terms set out in this Agreement.

TERMS AND CONDITIONS:

It is hereby agreed as follows:

1. This Subcontract shall be complementary to the Main Contract. In the event of a conflict of terms between the Subcontract and the Main Contract, the terms of the Main Contract shall take precedence. Unless defined in this Agreement any capitalised terms will have the meanings set out in the Main Contract.
2. The Subcontractor hereby acknowledges and undertakes:
 - a) to comply with the terms of the Main Contract which shall apply to Subcontractor as if Subcontractor were the ‘Contractor’ insofar as they apply to Subcontractor’s activities and obligations under this Agreement;

- b) to comply with all relevant rules, regulations and legislation, including but not limited to ethical and welfare standards, data protection, data security which are consistent with UK legislation.
 - c) not to do anything or to permit anything to be done that would render Bristol in breach of its obligations under the Main Contract and the terms of use in relation to CyBOK information under the Open Government Licence, licensed under the Open Government Licence, please refer to the full terms and conditions: <http://www.nationalarchives.gov.uk/doc/open-government-licence/>.
3. The Project and this Agreement shall commence from the last date of signature. A mid-Project review will be held with a member of the CyBOK Executive Board at a date to be agreed, and the draft Project output (for eventual external publication) must be submitted to the CyBOK Executive Board by 30 April 2024 for review. The Subcontractor must proof-read the output and check it for accessibility (guidance is available at: <https://www.bristol.ac.uk/style-guides/writing/inclusive/accessibility-readability/>) prior to submission. The CyBOK Executive Board will not accept non-compliant outputs.
 4. The Subcontractor shall perform the Project as detailed in Annex 2 or as may be further agreed in writing between the Parties.
 5. All intellectual property, results and know-how generated in the course of the Project (“**Arising IP**”) shall ultimately vest in the NCSC in accordance with clause 26 of the Main Contract. The Subcontractor hereby assigns all rights in the Arising IP (present and future) to Bristol to enable Bristol to comply with its requirements under the Main Contract.
 6. The Subcontractor, when using CyBOK information under the Open Government Licence, will include the following attribution: CyBOK © Crown Copyright, The National Cyber Security Centre 2024, licensed under the Open Government Licence <http://www.nationalarchives.gov.uk/doc/open-government-licence/>. All outputs from the Project will be released under the Open Government Licence.
 7. The Subcontractor shall promptly provide an end of project output as specified in Annex 2, and present findings to Bristol to fulfil its obligations to the NCSC in accordance with the Main Contract. The Subcontractor shall, in addition, deliver the Project findings where required by the NCSC as may be confirmed by Bristol to the Subcontractor in writing.
 8. The Subcontractor will keep complete and accurate accounts of its expenditure on the Project. Subject always to receipt by Bristol of the funds from the NCSC, Bristol shall make payment to the Subcontractor in accordance with Annex 3. The Subcontractor shall maintain full financial records (including all receipts) for inspection during or after the completion of the Project to substantiate the sums claimed.

The invoice to Bristol will quote the relevant purchase order (which will be provided after signature of this Agreement) and the Project reference and name, as set out in Annex 3.
 9. In the event that the NCSC requires the reimbursement by Bristol of any sums paid under this Agreement, then to the extent that such requirement arises from the acts or omissions of

Subcontractor, the Subcontractor hereby agrees to reimburse Bristol the sum received by it together with any interest charged thereon.

10. Subject to clauses 11 and 12 and to the extent permitted by law, the maximum liability of each Party to the other under or otherwise in connection with this Agreement or its subject matter shall not exceed the monies received by the Subcontractor under this Agreement. The Subcontractor's liability in relation to data loss shall be capped at £1 million. The Subcontractor's aggregate liability under the indemnity in clause 12 shall be limited to £50,000.
11. Nothing in this Agreement limits or excludes either Party's liability for (a) death or personal injury resulting from negligence; or (b) any fraud or for any sort of other liability which, by law, cannot be limited or excluded.
12. Subject to the financial limit set out at clause 10, the Subcontractor shall indemnify and keep Bristol indemnified against any cost, claim, loss, damage or liability of whatever nature, incurred by Bristol as a result of any claim of the NCSC arising from any tort (including negligence) or breach of contract of the Subcontractor, or otherwise, arising from or in connection with this Agreement provided that:
 - (a) any such claim has arisen as a direct result whether wholly or in part due to the acts or omissions of the Subcontractor; and
 - (b) the Subcontractor shall only be liable to pay such proportion of the sums paid as relate to the actions or omissions of the Subcontractor;
 - (c) the Subcontractor shall have been informed of any such claim prior to a demand being made and in any event Bristol shall notify the Subcontractor as soon as reasonably practicable of a claim being made by the NCSC that affects the Subcontractor;
 - (d) Bristol shall make no admission of liability, agreement or compromise in relation to any such claim without the written consent of the Subcontractor; and
 - (e) Bristol gives the Subcontractor and its professional advisors access at reasonable times to its premises and its officers, employees, agents, representatives or advisors and to any relevant accounts, documents and records within the control of Bristol so as to enable the Subcontractor and/or its professional advisors to examine them and to take copies for the purpose of assessing the claim.
13. Confidentiality
 - (a) Each Party shall not disclose to any third party any Confidential Information (as defined in the Main Contract) nor use it for any purpose except as expressly permitted by this Agreement.
 - (b) Subject always to the Main Contract, neither Party shall incur any obligation under clause 13(a) with respect to information which: (i). is known to the receiving party before the start of this Agreement, and not impressed already with any obligation of confidentiality to the disclosing party; or (ii) is or becomes publicly known without the fault of the receiving party; or (iii). is obtained by the receiving party from a third party

in circumstances where the receiving party has no reason to believe that there has been a breach of an obligation of confidentiality owed to the disclosing party; or (iv). Is independently developed by the receiving Party; or (v). is approved for release in writing by an authorised representative of the disclosing Party; or (vi). the receiving party is specifically required to disclose in order to fulfil an order of any Court of competent jurisdiction provided that, in the case of a disclosure under the Freedom of Information Act 2000 or The Freedom of Information (Scotland) Act 2002, none of the exemptions in that Act applies to the Confidential Information.

- (c) The provisions of clause 13(a) and 13(b) above shall survive the expiry and/or termination of this Agreement in accordance with the terms of the Main Contract.
- (d) If either Party receives a request under the Freedom of Information Act 2000, or The Freedom of Information (Scotland) Act 2002 to disclose any Confidential Information, it will notify and consult with the other Party (which may involve consulting the NCSC). The other Party will respond within five working (5) days after receiving notice if the notice requests assistance in determining whether or not an exemption in that Act applies. Nothing in this Agreement shall prevent the relevant Party from complying with the relevant freedom of information act.

14. Subject to clause 14 of the Main Contract and clause 13(a) of this Agreement, the Subcontractor shall be permitted to publish, jointly where applicable, results of the Project obtained during the course of the Project.

15. Bristol may terminate this Agreement with immediate effect if:

- (a) for any reason Subcontractor is unable or unwilling to carry out its obligations under this Agreement to the satisfaction of the NCSC; and
- (b) the Subcontractor is in material breach of this Agreement (including for the avoidance of doubt the Main Contract),

provided that written notice of any such breach or dissatisfaction has been provided to Subcontractor and the Subcontractor has not remedied the breach and/or omission within thirty (30) days of said notice.

This Agreement shall automatically terminate in the event that the Main Contract is terminated by the NCSC.

In the event of the termination of this Agreement, Bristol shall only be liable for any payments to Subcontractor up to the effective date of termination.

16. Both Parties agree to comply with all applicable anti-slavery (including but not limited to the Anti Modern Slavery Act 2015), anti-corruption and anti-bribery laws (including but not limited to the Bribery Act 2010) and any other applicable laws in connection with their performance under this Agreement. Furthermore, each Party shall comply at all times with the Data Protection Act 2018 in their conduct of the Project.

17. Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the Parties or the relationship between them of principal and agent.
18. Each Party shall ensure that it has well defined arrangements for investigating and resolving allegations of research misconduct. Where an allegation of research misconduct arises in respect of the Subcontractor's participation in the Project and leads to a subsequent formal investigation, the Subcontractor shall immediately inform the Bristol and the NCSC of the investigation and its outcome.
19. Neither Party shall use the name or any trademark or logo of any other Party or the name of any of its staff or students in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the Party.
20. If any dispute arises out of this Agreement the Parties will first attempt to resolve the matter informally through designated senior representatives of each Party to the dispute, who are not otherwise involved with the Project. If the Party are not able to resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
21. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction) to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.
22. If any one or more clauses or sub-clauses of this Agreement would result in this Agreement being prohibited pursuant to any applicable law, then it or they shall be deemed to be omitted. The Parties to this Agreement shall uphold the remainder of this Agreement, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the Parties.
23. This Agreement may be signed in one or more counterparts, each of which when executed will constitute an original of this agreement, but all counterparts will together constitute the same Agreement.
24. A person who is not a party to this Agreement shall not have any rights under or in connection with it.
25. This Agreement constitutes the entire Agreement between the Parties in relation to its subject matter and no statements or representations made by any Party have been relied upon by the other in entering into this Agreement.
26. The rights and obligations of the Parties are personal and may not be assigned at any time without the prior written consent of the other Party.

27. Any variation or amendment to this Agreement must be made in writing and signed by an authorised signatory of each Party.

EXECUTED as an agreement by:

UNIVERSITY OF BRISTOL

Signature:

Name

Title:

Date:

[SUBCONTRACTOR]

Signature:

Name:

Title:

Date:

Annex 1: Main Contract terms and conditions

THE PARTIES AGREE THAT:

1. Interpretation

1.1 Definitions

In this Agreement unless the context otherwise requires:

"Acceptance", "Accept", "Accepted"	refer to the process by which the Authority shall indicate its acceptance for use or implementation of any Product, process or plan supplied by the Contractor in the course of providing the Services;
"Additional Services"	means any Services other than the Services provided by the Contractor to the Authority under this Agreement;
"Agreement"	means this contract between the Parties;
"Amenities"	means facilities provided by the Authority within the Premises including, without limitation, lighting, photocopiers, computers, faxes and telephones and ICT networks.
"Approval" "Approve", "Approved"	refer to the Authority's prior written approval or consent, which may, at the Authority's sole discretion, be withheld or delayed;
"Arising IPR"	deliverable as outlined in the Services and entitled Cy BOK;
"Authority"	means the Secretary of State for Foreign and Commonwealth Affairs, acting through NCSC;
"Authority Material"	means any proprietary software or other processes, know-how, knowledge or material which is vested in the Authority, and which is used in provision of the Services, or incorporated into any Product;
"Background IPRs"	means IPRs owned by the relevant Party before the commencement date of the Agreement, including (in the case of the Contractor) those IPRs subsisting in Contractor Materials, or IPRs developed by the relevant Party independently of the Services;
"Business Day"	means a day (excluding Saturdays, Sundays and Bank Holidays in England and Wales) on which banks are open for normal business in London;
"Change"	means any amendment or variation of the Agreement, effected in accordance with the Change Control Procedure;
"Charges"	means the charges specified in Schedule 2 which are payable by the Authority to the Contractor in respect of the Services;
"Change Control Procedure"	means the procedure referred to in Clause 30;

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"Commencement Date"	means 1 November 2017, on which the Agreement shall come into effect;
"Confidential Information"	means all information disclosed in confidence by one Party to the other in the course of this Agreement, including commercial, policy, technical, scientific, operational, personnel, personal, property and other information, (and any copy of such information) marked or labelled "PROPRIETARY", "CONFIDENTIAL" OR "SENSITIVE" by the disclosing party at the time of disclosure, except any information which: (a) at the time of disclosure, is already public knowledge, or subsequently becomes public knowledge, other than by way of any breach of this Agreement, or (b) prior to disclosure, was not subject to any confidentiality obligation of any sort, or (c) is properly disclosed under any legal requirement to a designated regulatory or other body, or (d) prior to disclosure, was already known, (by some other means) by the recipient; or (e) was independently developed by the receiving party without use of the disclosing party's information;
"Consortium" and "Academic Consortium"	has the meaning set out in Annex A and B to Schedule 1
"Confidentiality Agreement"	means any Agreement, in an Approved form, which the Contractor may oblige each of the Workers and any Sub-contractor to enter into;
"Contractor"	means University of Bristol ;
"Contractor Material"	means any proprietary software or other processes, know-how, knowledge or material which is vested in the Contractor or any third party, and which is used in provision of the Services, or incorporated into any Product;
"CyBOK"	means CySec-BOK and Cyber Security Body of Knowledge;
"Default Event"	means any of the events listed at Clause 22, any of which would entitle the Authority to terminate the Agreement;
"Dispute"	means any dispute or difference between the Authority, the Contractor and any Subcontractor arising out of or in connection with this Agreement, whether before or after expiry or termination of this Agreement;
"Dispute Resolution Procedure"	means the procedure, set out at Clause 31, by which the Parties shall seek to settle any Dispute;

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"Documentation"	means any document, record or other material, in whatever format and media, relating to the Agreement;
"Expiry Date"	means midnight of the 30 July 2019, when completed, when the Agreement shall cease to have effect, unless the Agreement is extended or terminated;
"Force Majeure Event"	means an event beyond the reasonable control of a Party and which is not attributable to any act or failure to take preventative action by that Party, including acts of God, civil commotion, war, fire, flood, acts of terrorism, nuclear, biological or chemical warfare, but excluding any industrial action occurring within the Contractor's organisation;
"Good Industry Practice"	means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in England and Wales in the provision of Services of the same type as the Services, acting in good faith and with sufficient financial resources to perform its obligations under this Agreement;
"Goods"	any goods provided by the Contractor to the Authority, as described at Schedule 1, in accordance with this Agreement;
"ICT"	means information and communications technology;
"ICT Environment"	means the Authority's computing environment (consisting of its hardware, software, telecommunications networks and systems and associated equipment) and the Contractor's like systems to the extent that they interface with the Authority's computing environment for the purposes of this Agreement;
"Intellectual Property Rights" and "IPR"	means patents, trademarks, service marks, and "IPR" design rights, know-how, copyright, trade or business names, or other similar rights, whether capable of registration or not in any jurisdiction;
"Legislation"	means any Act of Parliament or subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978 and any enforceable European Union legislation;
"Minor Change"	means any minor change, other than an amendment or variation effected in accordance with the Change Control Procedure, which has no material effect on the Charges or on provision of the Services;
"Month"	means a calendar month;
"Parties"	means the Authority and the Contractor, and their permitted assignees, and "Party" shall mean either of them;

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"Premises"	means the Authority's premises where the Authority may permit the Services to be provided;
"Product"	means any work product or data of whatever type, produced by the Contractor or any Subcontractor in the course of providing the Services;
"Rectification Notice"	means a written notice served by the Authority on the Contractor in accordance with Clause 23;
"Representatives"	means the Parties' respective representatives, as set out at Schedule 1;
"Security" and "Security Requirements"	means all aspects of physical, documentary, personnel, information technology and office security and any other security as described at clause 32;
"Security Incident"	means an accident involving any breach of the Security Requirements set out in this Agreement, including breach of any Confidentiality Agreement;
"Services"	means any services, described at Schedule 1, provided by the Contractor to the Authority, in accordance with this Agreement;
"Subcontract"	means any agreement or arrangement entered into by the Contractor (or any of its Subcontractors) pursuant to which a person other than the Contractor provides any Services
"Subcontractor"	means an Approved Sub-contractor
"Term"	means the period during which the Agreement shall have effect;
"Termination Notice"	means a written notice served in accordance with Clause 22;
"Termination Date"	means midnight on the date specified for that purpose in a Termination Notice;
"Third Party"	means any person other than a Party;
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
"VAT"	means value added tax as provided for in the Value Added Tax Act 1994 and any supplemental Legislation;
"Workers"	means the principals, employees, and agents of the Contractor or any Subcontractor employed or engaged directly in provision of the Services.

1.2 Construction of Certain References

In this Agreement unless the context otherwise requires:

- (i) Any reference to a "person" includes any individual, company, corporation, firm partnership, joint venture, association, organisation or trust (in each case, whether or not having separate legal personality);

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- (ii) References to statutory provisions shall be construed as references to those provisions as amended or re-enacted or modified from time to time;
- (iii) References to the singular include the plural, and references to the plural include the singular; and references to the male include the female and references to the female include the male.

1.3 **Priority**

In the event, and to the extent of, any conflict or ambiguity between any of the provisions of this Agreement, the provisions shall have the following priority:

- (a) Schedule 1 Services
- (b) Any other schedules

2. Services

- 2.1 In return for the payment of the Charges by the Authority to the Contractor, the Contractor shall use reasonable efforts to provide the Authority with the Services relating to phase two in Schedule 1 in accordance with this Agreement. For the avoidance of doubt the Authority acknowledges that the provision of the Services by the Contractor will be undertaken by the Consortium in accordance with the provisions of Annex A and Annex B to Schedule 1 – Full Proposal, of this Agreement.
- 2.2 The Authority acknowledges that phase one of the Services was carried out by Lancaster University and that the Contractor is only responsible for the carrying out of phase 2 as detailed in Annex A and Annex B to Schedule 1 – Full Proposal. The Authority confirms that phase one has been successfully completed by Lancaster University and this is recognized by progression on to phase two as detailed in this Agreement.
- 2.3 The Contractor shall provide the Authority with any Additional Services as the Parties may, from time to time in writing agree, in accordance with the Change Control Procedure.

3. Term

- 3.1 This Agreement shall be effective from the Commencement Date and, unless terminated or extended under the provisions of this Agreement, shall remain in force until the Expiry date.
- 3.2 The Authority may extend the Term by written notice one or more additional years up to a further two years in total.
- 3.3 Any such written notice shall be served no later than three months prior to the date on which the Agreement would otherwise have expired.

4. Assignment

- 4.1 Subject to Clause 17 (Subcontracting), the Contractor shall not give, bargain, sell, assign, sub-let, or otherwise dispose of this Agreement or any part thereof, or the benefit or advantage of the Agreement or any part of it without Approval.

5. Relationship of the Parties

- 5.1 Nothing in this Agreement shall constitute, or be deemed to constitute any form of employment, partnership, joint venture or agency between the Parties, nor shall either Party, including their respective principals (if any), employees, agents and Subcontractors be deemed to be the servant, legal partner or agent of the other Party.
- 5.2 The Contractor shall not, without Approval, do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind whatever on behalf of the Authority, or bind the Authority in any way.
- 5.3 The Contractor shall not in any circumstances hold itself out to be the servant, legal partner or

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agent of the Authority, and shall ensure that the no-one working for or with the academic consortium so holds himself out.

6. Set-off and Counterclaim

- 6.1 Whenever any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Contractor, under this or any other contract with the Authority, or with any other department, office or agency of the Crown.

7. Conflict of Interest

- 7.1 The Contractor shall as soon as is reasonably possible disclose to the Authority any actual or potential conflict of interest arising from this Agreement or from the Contractor's relationship with the Authority generally.
- 7.2 The Contractor shall give effect to such measures as may reasonably be required by the Authority for ending or avoiding any such actual or potential conflict of interest, or alleviating its effect.

8. Entire Agreement

- 8.1 This Agreement constitutes the entire contract and understanding of the Parties and supersedes any prior representations, warranties or arrangements relating to the subject matter of this Agreement.
- 8.2 Neither Party is entitled to rely on any contract, understanding, representation, warranty, or arrangement, which is not expressly stated in or incorporated into, this Agreement.
- 8.3 No amendment or variation of this Agreement shall be effective unless made in writing and signed for or on behalf of the Parties and in accordance with the Change Control Procedure, clause 30.

9. Waiver

- 9.1 No failure or delay on the part of either Party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy. The rights and remedies provided in this Agreement are cumulative save where expressed otherwise in this Agreement and are not exclusive of any rights or remedies provided by law save where expressed otherwise.

10. Further Assistance

- 10.1 During the Term, either Party shall, at the request of and at no further cost to the other, execute or procure the execution of such documents and do or procure the doing of such acts and things as the other Party may reasonably require for the purpose of giving to the other Party the full benefit of the respective provisions of this Agreement.

11. Rights of Third Parties

- 11.1 Except where it is expressly provided otherwise in this Agreement, no person who is not a party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

12. Invalidity and Severability

- 12.1 If any provision of this Agreement shall be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

13. Counterparts

- 13.1 This Agreement may be executed in any number of counterparts, which shall together constitute one Agreement. Any Party may enter into this Agreement by signing any such counterpart.

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- 14. Announcements, Public Relations and Publication of Results**
- 14.1 Other than for the purposes of providing the Services under this Agreement, neither Party shall publicise nor seek publicity in relation to this Agreement and, as far as reasonably practicable, the Contractor shall not disclose to any Third Party that the Authority is a customer / client.
- 14.2 The Contractor shall be free to publicise information relating to the work carried out under this Agreement in accordance with normal academic practice, but shall, within reasonable time, notify the Authority of any such publicity relative to the content of this Agreement and to the Services described in Schedule 1. If it is not possible for the Contractor to notify the Authority prior to the publicizing of information under this clause 14.3 then the Authority accepts that this can be done, within reasonable time, after said disclosure.
- 15. Change in Law**
- 15.1 The terms and conditions of this Agreement (including the Charges payable) shall be deemed to cover and take account of the effects of any changes in Legislation which are enacted or implemented after the Commencement Date, and which the Parties ought reasonably to have been aware of, or which ought reasonably to have been foreseen by the Parties.
- 15.2 Without prejudice to Clause 15.1, in relation to changes in Legislation after the Commencement Date, which were not reasonably foreseeable by the Parties, as at the Commencement Date, the Parties shall invoke the Change Control Procedure in order to agree any requisite Changes to the terms and conditions of this Agreement.
- 16. Obligations of the Contractor**
- 16.1 The Contractor shall use reasonable efforts to provide the Services as described at Schedule 1 and in accordance with Good Industry Practice.
- 16.2 The Contractor shall in particular at all times:
- (a) exercise, in providing the Services, the reasonable skill, care and diligence of a competent supplier with the skills and resources to provide the Services;
 - (b) employ or engage in adequate numbers personnel to provide the Services who have suitable skills and experience, and to ensure that, for so long as they are present at any Premises, any Workers comply with all the Authority's requirements relating to Security, health, safety and personal conduct;
 - (c) comply with any applicable Legislation, and
 - (d) obey all lawful and reasonable directions of the Authority relating to the provision of the Services generally, and to Security in particular.

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- 16.3 the Contractor agrees that the Amenities and Premises (and all parts of them) shall remain the property of the Authority, and that the Contractor shall have no right, title or interest in the Amenities and Premises except for any requisite licence to enter the Premises and use the Amenities for the purposes of providing the Services.
- 16.4 The Contractor shall at all times use its reasonable efforts to co-operate generally with the Authority, and with such of the Authority's other contractors, agents and suppliers, as the Authority may reasonably require in connection with the Services.

17 Sub-contracting

- 17.1 The Contractor shall not subcontract the provision of any or all of the Services, without notifying the Authority of full details of the sub-contractor and a description of the sub-contracted services; such notification to be supplied as early as is reasonable to that engagement. For the avoidance of doubt the Authority is aware of the personnel named in Annex A, and the Services they will be contributing to, and the Contractor does not need to provide these details to the Authority.

18. Force Majeure

- 18.1 If either Party is prevented from or delayed in the performance of any of its obligations under this Agreement by any event (a "Force Majeure Event") beyond the reasonable control of that Party, including, but not limited to, acts of God, civil commotion, war, fire, flood or political interference, then it shall notify the other Party in writing of the circumstances, and shall be excused from performing those obligations for so long as the Force Majeure Event shall continue.

19. Non-Solicitation

- 19.1 Without prejudice to Clause 19.2 below, at no time during the Term, and for a period of twenty four Months after the expiry or termination, (as the case may be) of this Agreement, neither Party shall, (other than in the course of a normal recruitment exercise) without the other's prior written consent, solicit any person who is or has been employed or engaged by the other Party in provision of the Service.

- 19.2 At the Contractor's written request (submitted to the Authority's Representative) the Authority may, at its sole discretion, Approve the engagement or employment by the Contractor in provision of the Services of any former Authority employee to whom the civil service business appointment rules would otherwise apply.

20. Indemnities and Limitation of Liability

- 20.1 Neither Party limits its liability to the other for any:
- (a). death or personal injury, or
 - (b). fraud or fraudulent misrepresentation.
- 20.2 Subject to the financial limits set out at Clause 20.3, and to the provisions of Clause 20.5 below, each Party shall indemnify and keep indemnified the other from and against any cost, claim, loss, damage or liability of whatever nature, whether arising from any tort (including negligence) or breach of contract, or otherwise, arising from or in connection with this Agreement.
- 20.3 Subject to the provisions of Clause 20.1 above, the liability of one Party to the other in connection with or arising from this Agreement of whatsoever nature, and whether in contract, tort, breach of statutory duty or otherwise, shall not exceed the Charges paid or payable by the Authority to the Contractor.
- 20.4 The Contractor's liability in relation to data loss shall be capped at £1 million.
- 20.5 Without prejudice to Clauses 20.1 and 20.2 above, each Party shall use its reasonable efforts to

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mitigate any such cost, claim, loss, damage or liability.

- 20.6 Subject to Clause 20.1 above, neither Party shall be liable to the other in any circumstances whatsoever for any loss, damage, costs, expenses or other claims for compensation to the extent that they are for :
- (a) any indirect loss or damage, or
 - (b) any consequential loss, or
 - (c) any special or punitive damages, or
 - (d) loss of anticipated savings, profits, revenue, or goodwill.
- 20.7 The Contractor accepts no responsibility for any use which may be made of any Product or result of the Services carried out under or pursuant to this Agreement, nor for any reliance which may be placed on such work or results, nor for advice or information given in connection with them.
- 20.8 Each Party undertakes to make no claim in connection with this Agreement or its subject matter against any employees, students, agents or appointees of the other Party (apart from claims based on fraud or wilful misconduct). This undertaking is intended to give protection to individuals: it does not prejudice any right which a Party might have to claim against any other Party.
- 20.9 For the avoidance of doubt the Contractor accepts no responsibility for the Product, results or deliverables provided to the Authority by Lancaster University under phase one of CyBOK.
- 21. Insurance**
- 21.1 The Contractor shall effect and maintain throughout the Term, with one or more reputable insurers, such policy or policies of insurance, as are adequate to cover its prospective liabilities in connection with, and arising out of, this Agreement.
- 22. Default and Termination**
- 22.1 The Agreement can be terminated at any time by either Party giving at least ninety (90) days prior written notice of termination to the other Party.
- 22.2 Either Party may terminate this Agreement after a defined deliverable has been achieved upon at least ninety (90) days prior written notice to the other Party, if the project is not viable, or cost effective, due to the complexity of the requirement. In exercising its rights under this clause 22.2, the Authority shall act in a reasonable and proportionate manner and give due consideration, where appropriate, to action other than termination of the Agreement. For the avoidance of doubt, if the Authority terminates this Agreement under this clause 22.2 it will pay the Contractor for all agreed work completed prior to termination.
- 22.3 Without prejudice to any other right or remedy (of whatever nature) available to the Authority, each and any of the following events shall constitute a Default Event, entitling the Authority, (at its sole discretion) to terminate the Agreement: -
- (a) the Contractor commits a breach of any obligation under this Agreement which, (either alone or in aggregate with other such breaches) has such an adverse, material effect on provision of the Services that the Authority, acting reasonably in the circumstances, may properly treat it as a Default Event;
 - (b) the Contractor is subject to any Insolvency Event or Change of Control (as described in the respective Legislation);
 - (c) any material governmental or other licence, consent or authority required by the Contractor to enable it to observe or perform any of its obligations under this Agreement ceases, for whatever reason, to be in full force and effect, and

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- (d) any Security-related breach.
- 22.4 The Authority may, at its sole discretion (and without prejudice to any other available right or remedy) revoke any Termination Notice at any time before the specified Termination Date.
- 22.5 This Agreement may be terminated with immediate effect by the Contractor should Professor Awais Rashid decide not to take up the offer of employment with the Contractor on 1st January 2018. Should this Agreement be terminated under this clause 22.5 the Contractor shall be entitled to claim any expenses that it has incurred under the provision of the Services prior to termination or reasonably committed to and this termination shall not be considered a breach of this Agreement by the Contractor.
- 23. Rectification**
- 23.1 Where a Default Event has occurred which, in the reasonable opinion of the Authority is capable of remedy, the Authority may, at its sole discretion, serve on the Contractor a Rectification Notice, requiring the Contractor to rectify the Default Event within ninety (90) days.
- 23.2 If the Default Event is rectified to the Authority's reasonable satisfaction within the ninety-day period then termination shall not take effect. If the Default Event is of a nature such that it can be remedied but not within a ninety day period, then termination shall also not be effective if the party involved begins to remedy the breach within that period, and then continues diligently to remedy the breach until it is remedied fully. If the Default Event is incapable of remedy, (for whatever reason), then termination shall take effect, at the end of the ninety-day period in any event.
- 24 NOT USED**
- 25. Consequences of Expiry or Termination**
- 25.1 On expiry or termination, as the case may be, of this Agreement:
- (a) The Contractor's authorisation to gain access to the Premises and/or to keep equipment at the Premises shall automatically cease, and the Contractor shall, as soon as reasonably practicable, remove any such equipment from the Premises.
- (b) Within 15 Business Days after the Termination Date, the Contractor shall comply with the Authority's instructions to either return to the Authority or to destroy or delete (by appropriate means) any original versions, drafts and copies of any Product and any material which may have been supplied by the Authority;
- (c) The rights of either Party which may have accrued up to the Termination Date shall not be affected; and
- (d) Any licence to use any Premises or Amenities shall be automatically revoked.
- 26. Intellectual Property**
- 26.1 All intellectual property arising from the conduct of the services ("the Arising Intellectual Property") shall be the property of the Authority. The Authority shall be free to and have a perpetual right to edit and update the IP generated by the Services, within the scope of Schedule 1 and reserves the right to transfer responsibility for managing and updating the Arising IPR generated by the Services to a third party at a later date.
- 26.2 The Authority hereby grants to the Contractor, a non-exclusive, worldwide, revocable, non-transferable, royalty-free, and fully paid up licence (including the right to grant any sub-licence as may reasonably be required) to use the Authority Material for the purposes of this Agreement.
- 26.3 The Contractor shall use its reasonable efforts to ensure (or to procure) that no third party Intellectual Property Rights are infringed in the course of providing the Services, and that any

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requisite licences, permission or consents to use any such Intellectual Property have been granted, given or obtained, as the case may be, for the purposes of this Agreement.

- 26.4 All Intellectual Property Rights in the Contractor Material and Authority Material shall remain vested in the respective owners.
- 26.5 The Authority hereby grants to the Contractor, a non-exclusive, worldwide, royalty-free, irrevocable and fully paid up licence to use the Arising Intellectual Property for its own academic purposes, including but not limited to research, teaching and, subject to the provisions of Clause 14 'Announcements, Public Relations and Publication of Results', publication purposes.
- 26.6 The Contractor must ensure that any Background IPR used in the course of providing the Services is correctly licensed and credited appropriately, subject to the provisions of clause 26.2.

27. Freedom of Information

- 27.1 The Contractor is aware that the Authority is exempt from the disclosure provisions of FoIA. For the avoidance of doubt any information directly or indirectly provided by the Authority to the Contractor under this Agreement, is considered 'exempt information' under Section 23 of the FoIA.
- 27.2 If the Contractor intends to disclose any Confidential Information to any Third Party it shall:
- a. obtain the Authority's Approval
 - b. comply with Clause 33.1(b) below with regard to the imposition of confidentiality obligations upon the intended Third Party recipient;
 - c. give prior written notice to the intended Third Party recipient of the provisions of Clause 36.1 (Official Secrets) below;
 - d. give prior written notice to the intended Third Party recipient that the FoIA exemption (mentioned at Clause 27.1 above) would extend to any Confidential Information disclosed to the Third Party recipient;
 - e. oblige the Third Party recipient to inform the Contractor as soon as reasonably practicable, by appropriate means, of any disclosure request in respect of any such Confidential Information, and to comply with any reasonable instructions from either the Contractor or the Authority (as the case may be) as to responding to any such disclosure request;
 - f. as soon as reasonably practicable, by appropriate means notify the Authority of any such disclosure request, and
 - g. provide such co-operation as may, in the circumstances, be reasonably required by the Authority and/or the Third Party recipient in dealing with the disclosure request, and
 - h. not respond directly to the person making the disclosure request

28. Management and Accounting

- 28.1 The Contractor shall adopt a system of "open book" accounting and shall at all times:
- (i) Maintain adequate financial records in relation to this Agreement;
 - (ii) Provide such facilities as the Authority may reasonably require for its representatives to visit any place where such records are held, and to examine and copy any or all of those records;
- 28.2 The Contractor shall, for the purposes of the National Audit Act 1983, allow the Comptroller and Auditor General to examine such documents as he may reasonably require which are owned, held or otherwise within the control of the Contractor, or any Subcontractor, and shall provide, or procure

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the provision of, any requisite oral or written explanations of any such documents (provided that any examination under Section 6(3)(d) of the said Act in relation to the Contractor is not a function exercisable under this Agreement).

- 29** The Contractor shall at its own expense, by appropriate means, retain the records referred to in this Clause 29 for a period of at least 6 years after the expiry or termination of this Agreement.
- Charges and Payment**
- 29.1 The Charges shall be paid by the Authority to the Contractor in accordance with Schedule 2 (Charges).
- 29.2 The Charges may only be adjusted during the Term in accordance with the Change Control Procedure.
- 29.3 Payment by the Authority is without prejudice to any claim or right that the Authority may have against the Contractor, and shall not constitute any admission by the Authority as to the performance by the Contractor of its obligations under this Agreement.
- 30. Change Control Procedure**
- 30.1 The Agreement may only be varied or amended by written agreement in accordance with the provisions of this Clause 30.
- 30.2 The Authority may in writing at any time request, or the Contractor may similarly recommend, any Change to the Charges or the Services, or the provision of any Additional Services, or any other requisite variation or amendment of the Agreement.
- 30.3 The Parties shall give due consideration to any such request or recommendation, (and shall hold such meetings and exchange any information as may be required for that purpose) and shall in good faith negotiate any requisite Change.
- 30.4 Any agreed Change shall be set out in writing and signed by the Parties' respective Representatives, and incorporated as a Schedule into this Agreement.
- 30.5 The Parties may at any time agree in writing, signed by their respective Representatives, any Minor Change.
- 31. Dispute Resolution**
- 31.1 Without prejudice to any available rights or remedies, the Parties shall resolve any Dispute arising out of or in connection with this Agreement in accordance with the Dispute Resolution Procedure set out in this Clause 31.
- 31.2 The Parties' Representatives shall in good faith try to settle any Dispute, and shall refer any unresolved Dispute to an appropriate higher authority within their respective organisations.
- 31.3 Any Dispute which remains unresolved by the means described at Clause 31.2 above, shall be referred by the Parties, (each bearing an equal share of any associated costs incurred) to a neutral adviser appointed either by written agreement, or (if they fail to agree on a suitable person) by the Centre for Dispute Resolution of 70 Fleet Street, London EC4Y 1EU.
- 31.4 Any resolution of the Dispute, with or without the aid of a neutral adviser, shall be binding upon the Parties if recorded in writing and signed by their respective Representatives.
- 31.5 The Contractor shall (to the extent required by the Authority) continue to provide the Services and the Authority shall pay any un-Disputed part of the Charges, in accordance with this Agreement, regardless of any Dispute and throughout the course of any Dispute Resolution Procedure.
- 32. Security**
- 32.1 The Contractor shall comply with any Security-related arrangements and processes (the "Security

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Requirements") as the Authority may require in respect of this Agreement.

- 32.2 The Authority shall notify the Contractor of the Security Requirements, and of any amendment or updating of them, and shall provide any requisite Security-related training, briefing, guidance, and material throughout the Term.
- 32.3 The Contractor shall immediately notify the Authority of any actual or potential incident (a "Security Incident") involving any breach of the Security Requirements, and shall co-operate with the Authority in any remedial, preventative, or other action in respect of any Security Incident.
- 32.4 The Authority shall not at any time during the Term be under any obligation to supply any information or documents to the Contractor, which it deems, in its sole opinion, to be contrary to Security or to the public interest.
- 32.5 In any Dispute arising in relation to Security, including the refusal or withdrawal of any requisite Clearance of the Contractor, or any Subcontractor or Staff, the decision of the Authority shall be final and conclusive and shall not be subject to the Dispute Resolution Procedure.

33. Confidentiality

Each Party shall at all times as far as reasonably practicable:

- (a) treat any Confidential Information as confidential and safeguard it accordingly, and to the same standard as it would safeguard any confidential information relating to its own business, and in accordance with Good Industry Practice;
- (b) not further disclose any Confidential Information to any Third Party (including a Crown Body) except for the purposes of the Agreement, and in accordance with Clause 27.2 above and, in respect of any such further disclosure, use its reasonable efforts to impose upon each intended Third Party recipient similar confidentiality obligations as are set out in this Agreement;
- (c) limit access to any Confidential Information to such of its staff, agents, contractors, or professional advisers ("individual recipients") as may reasonably need to have such access, and shall ensure that each individual recipient is made aware of the confidentiality provisions of this Agreement, and of his respective obligations concerning the Confidential Information, (by the imposition of individual confidentiality agreements, and/or the provision of training, the display of notices, and any other appropriate means) and shall ensure compliance with those obligations;
- (d) not seek to commercially exploit, or financially benefit in any way from any Confidential Information.
- (e) not use the other Party's name, logo, or brand in any promotion, recruitment or marketing exercise or press announcement or release, without the prior written consent of the affected Party (which may be refused or delayed at that Party's absolute discretion);
- (f) only copy and retain any Confidential Information to the extent reasonably required for the purposes of this Agreement;
- (g) As soon as reasonably practicable, on expiry or termination of this Agreement, (at its own expense and by appropriate means) comply with the other Party's reasonable instructions as to the return, destruction, or deletion of any material (of whatever nature) comprising any Confidential Information disclosed by that Party

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34. Governing Law and Jurisdiction

34.1 This Agreement shall be governed by, and construed in accordance with the law of England and Wales, and the Parties irrevocably submit (but without prejudice to the Dispute Resolution Procedure) to the jurisdiction of the English and Welsh Courts.

35. Use of Ex-Authority Staff

35.1 The Contractor shall not, without the prior written consent of the Authority, use a former Authority employee who is subject to employment restrictions in accordance with the civil service business appointment rules to carry out any work associated with the Authority for a period of 24 months from his or her leaving the Authority's employ. The Authority reserves the right to refuse admission to any Authority site or establishment to any former employees so affected.

35.2 The civil service business appointment rules status of any former employee of the Authority can be obtained from the Authority's commercial Representative.

35.3 Requests to use such former Authority employees on any Authority work before the 24-month period has expired must be submitted in writing to the Authority's commercial Representative responsible for the contract with which the work is associated. The request must clearly state the business and financial benefit to the Authority of the proposal. Submission of a request does not guarantee that approval will be given and, for the avoidance of doubt, the presumption is that approval will not be given.

35.4 The Authority will endeavour to provide a written response within 10 working days of receipt of the written request.

36. Official Secrets

36.1 Without prejudice to the remaining provisions of this Clause 36, or to the operation of the Official Secrets Acts 1911 to 1989 generally, the Contractor is aware that the Authority is a security and intelligence service and that, in particular, the Confidential Information is information relating to security or intelligence for the purposes of Section 1 of the 1989 Act.

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Annex 2: Work

[Work to be undertaken by the Subcontractor]

In addition:

- Usage data will be requested from CyBOK in future, to gain an idea of how much the outputs are used.
- The Subcontractor will present their project at a future CyBOK showcase event, for which expenses will be reimbursed in accordance with the University of Bristol expenses policy.

Annex 3: Funding

[£xxxx] with details

Bristol shall pay to Subcontractor in consideration of the Project to be carried out by Subcontractor under this Agreement the total sum of [£xxx] inclusive of VAT if applicable, in accordance with the budget headings in Annex 2.

Subcontractor shall invoice actual expenditure to Bristol on completion of the Project. Payment shall be made to Subcontractor by Bristol within thirty (30) days following the end of the month in which the invoice is received, subject to receipt of funds from the NCSC, up to the maximum sum set out above.

Invoices must be sent to: The University of Bristol, Finance Services, 3rd Floor, Augustine's Courtyard, Orchard Lane, Bristol, BS1 5DS, UK quoting reference 'R125771-108 86440'. The invoice must include accurate and complete breakdown of costs against the main budget headings shown above.

Project timeline & Milestones for payments:

A short mid-term progress review will held at a date to be agreed, with the draft project output (for eventual external publication) to be submitted for review by 30 April 2024. Any payment is subject to the acceptance of the final project output.