



HM Passport
Office

General Register Office

The Registrar General for England and Wales

And

XXX

AGREEMENT

**for the supply of information contained in any register of deaths held by the Registrar
General for England and Wales.**

**General Register Office
Smedley Hydro
Trafalgar Road
PR8 2HH**

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THIS AGREEMENT is made the day of

BETWEEN:

- (1) The Registrar General for England and Wales ("the RG")**
whose address is General Register Office, Smedley Hydro, Trafalgar Road, Southport, PR8 2HH; and
- (2) Xxx Company Number xxx**
("the Recipient") whose address is

WHEREAS:

- (a) By virtue of Section 13 of the Police and Justice Act 2006 ('the Act') and Supply of Information (Register of Deaths) (England and Wales) Order 2008 made thereunder ("the Order"), the RG may provide information contained in any register of deaths held by the RG to the persons or bodies identified in the Order; and
- (b) The Recipient, being a person or body identified in the Order, has applied for the supply of the Information and the RG has considered the Recipient's application and agreed that it meets the conditions laid down in the Police and Justice Act 2006 and the Order; and
- (c) The Parties now enter into this Agreement for the supply to the Recipient of information contained in any register of deaths held by the RG.

NOW IT IS HEREBY AGREED as follows:

1. Interpretation

- 1.1 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.
- 1.2 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 1.3 References to Clauses, Schedules and Contracts are, unless otherwise provided, references to Clauses of this Agreement, and its Schedules.
- 1.4 In the event and to the extent only of any conflict between the Clauses and the Schedules, the Schedules shall prevail.
- 1.5 This Agreement constitutes the entire understanding between the parties relating to the subject matter of this Agreement and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.
- 1.6 The words and phrases set out below shall have the meanings assigned to them in the table:

"Charges"	means the amount set out in Schedule 1
"Commencement Date"	means the date of this Agreement
"Confidential Information"	means the Information and any other information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of either party, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.
"Information"	means the Information detailed in Schedule 2
"Intellectual Property Rights"	means patents, trade marks, service marks, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, trade or business names and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom).
"Party"	means a party to this Agreement and 'Parties' means both the RG

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	and the Recipient together
“Period of the Agreement”	means the period set out in Clause 3
“Purpose”	means the use as described in Schedule 3
“Security Plan”	means the written security arrangements and procedures agreed by the Recipient and the RG during the security assessment process and amended from time to time
“Working Days”	means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London
“Data Protection Legislation”	means— (a) the GDPR, (b) the applied GDPR, (c) Data protection Act 2018, (d) regulations made under Data Protection Act 2018, and (e) regulations made under section 2(2) of the European Communities Act 1972 which relate to the GDPR or the Law Enforcement Directive.

2. Supply of Information

- 2.1 The RG warrants that it has the right to supply the Information.
- 2.2 In consideration of the Charges the RG grants to the Recipient a non-exclusive licence to use the Information solely for the Purpose.
- 2.3 The RG will use its reasonable endeavours to supply the Support Services detailed in Clause 4 and Schedule 4.
- 2.4 The Recipient acknowledges and accepts that:
 - 2.4.1 The RG cannot guarantee the accuracy or completeness of the Information supplied; and
 - 2.4.2 The RG does not warrant that it will be able to provide all the data items in relation to a particular death registration

3. Period of this Agreement

- 3.1 This Agreement shall be effective from the Commencement Date and, subject to the rights of termination shall continue for a period of 3 years, from and including the Commencement Date.
- 3.2 In the event that the Recipient requires a further contract to commence at the end of the above period then the Recipient will submit their request in writing to the RG within six months of the end of the Period of this Agreement
- 3.3 Any application for a further Agreement will be considered by the RG in its absolute discretion, and this Agreement will continue in force until any such application is approved or rejected by the RG by notice in writing.

4. Charges

- 4.1 In consideration of the performance of the supply of information and support services the Recipient shall pay the Charges in accordance with the Invoicing Procedure specified in Schedule 1.
- 4.2 Payment shall be made within 30 days of receipt by the Recipient of an invoice from the RG.

5. Additional Terms

- 5.1 The Recipient acknowledges and accepts that the RG is not responsible for the operating environment of the Recipient and it is the responsibility of the Recipient to ensure that the Recipient’s IT infrastructure will support the Information, howsoever it is supplied.
- 5.2 The Recipient shall keep records and collate statistical information to demonstrate whether the use of the Information has assisted in the prevention, detection, investigation or prosecution of any offences. The Recipient shall provide this information to the RG on request (but in any event no more frequently than once every three months) in a form that the RG shall prescribe
- 5.3 The Recipient warrants that all of the information provided by it to the RG in the course of applying for the supply of the Information is complete and accurate in all respects and that it

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will notify the RG if any of the information provided in the Recipient's application changes in a material way during the Period of the Agreement.

6 Security Measures and Audit Procedures

The Recipient will comply with Schedule 5 in relation to security and audit.

7. Agreements with other UK Registrars General

7.1 It is a condition precedent of this Agreement that the Recipient signs equivalent agreements in respect of the supply of information with both the Registrars General for Scotland and Northern Ireland and this Agreement will not take effect until such agreements are in the possession of the RG.

7.2 In the event that either of the agreements referred to above is terminated for any reason the RG shall have the right to terminate this Agreement with immediate effect.

8. Liability and Indemnity

8.1 Except in the case of death or personal injury caused by the negligence of the RG the liability of the RG under or in connection with this agreement, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed the sum of £1000.00

8.2 Neither party shall be liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

8.3 The Recipient indemnifies the RG against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of the Recipient's use of the Information.

9. Intellectual Property Rights

9.1 The Recipient shall not acquire any right, title or interest in or to the Intellectual Property Rights of the RG.

9.2 The Recipient shall indemnify the RG against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) in the United Kingdom of any Intellectual Property Rights.

9.3 The parties shall immediately notify each other if they become aware that any claim or demand is made or action brought against either of them for infringement or alleged infringement of any Intellectual Property Rights in connection with the Information and will provide each other with all reasonable assistance in contesting any such claim or demand.

9.4 Neither of the Parties shall make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the RG or the Recipient in connection with the Information and any related software.

10. Confidentiality

10.1 The Recipient acknowledges that any Confidential Information obtained from or relating to the Crown, its servants or agents is and remains the property of the Crown.

10.2 The Recipient agrees to:

10.2.1 Only use Confidential Information for the Purpose;

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- 10.2.2 Not disclose any Confidential Information to any third party (unless to one of the Recipient's customers in the necessary course of using the Information for the Purpose) without the prior written consent of the RG;
 - 10.2.3 To take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed except as permitted under this Agreement or used other than for the Purpose by the Recipient's employees, servants, agents or sub-Recipients; and
 - 10.2.4 Not solicit business from the RG or another part of the Crown by the Recipient or by such servant or consultant or by any third party which relates in any way to the Information.
- 10.3 The RG agrees to:
- 10.3.1 treat as confidential all Confidential Information obtained from the Recipient; and
 - 10.3.2 not (except in accordance with the terms of this Agreement) disclose any Confidential Information obtained from the Recipient to any third party without the prior written consent of the Recipient.
- 10.4 Nothing in this Clause shall be deemed or construed to prevent the RG from disclosing any Confidential Information obtained from the Recipient:
- 10.4.1 to any other RG, Office or Agency of Her Majesty's Government, provided that the RG has required that such information is treated as confidential by such RGs, Offices, and Agencies, and their servants or agents, including requiring servants or agents to enter into a confidentiality undertaking where appropriate;
 - 10.4.2 to any consultant, recipient or other person engaged by the RG in connection herewith, provided that the RG shall have obtained from the consultant, Recipient or other person a signed confidentiality undertaking on substantially the same terms as are contained in this Agreement; and
 - 10.4.3 when disclosure is made under a statutory obligation to do so (including an obligation under the Freedom of Information Act 2000) or in compliance with Government policy.

11. Data Protection Legislation

- 11.1 The Recipient shall (and shall procure that any of its staff involved in this Agreement) be registered with the Information Commissioner and both Parties will duly observe all their obligations under Data Protection Legislation which arise in connection with the Agreement.
- 11.2 Notwithstanding the general obligation contained above, where the Recipient is processing personal data (as defined by the- Data Protection Legislation) the Recipient shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under the Data Protection Legislation and
 - 11.2.1 provide the RG with such information as the RG may reasonably require to satisfy itself the Recipient is complying with its obligations under Data Protection Legislation;
 - 11.2.2 promptly notify the RG of any breach of the security measures required to be put in place pursuant to Clause 6 and
 - 11.2.3 ensure that it does nothing knowingly or negligently which places the RG in breach of the RG's obligations under Data Protection Legislation.

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- 11.3 The Recipient shall not process (using the meaning in the Data Protection Legislation) the Information outside the United Kingdom other than with the prior written consent of the RG, or unless otherwise specified in Schedule 3.

12. Termination

- 12.1 The RG may at any time by notice in writing effectively immediately terminate this Agreement as from the date of service of such notice if:
- 12.1.1 there is a change of control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, in the Recipient or its Parent Company; or
 - 12.1.2 the Recipient, being an individual, or where the Recipient is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986 or he shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985 as amended by the Bankruptcy (Scotland) Act 1993 or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his estate, or a trust deed shall be granted by it on behalf of his creditors; or any similar event occurs under the law of any other jurisdiction; or
 - 12.1.3 the Recipient, being a company, passes a resolution, or the Court makes an order that the Recipient or its Parent Company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the Recipient or the Parent Company, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order, or the Recipient or its Parent Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction.; or
 - 12.1.4 the Recipient in the opinion of the RG commits a material breach of any of the terms of this Agreement
- 12.2 Either Party may at any time terminate this Agreement by giving 90 days written notice to the other.
- 12.3 On termination of this Agreement the Recipient will as far as is reasonably possible delete all of the Information from the Recipient's systems and storage facilities and will confirm if requested within 30 days of termination that this has been carried out.

13. Publicity

- 13.1 The Recipient will not make any press announcements or publicise this Agreement in any way without the written consent of the RG. The Recipient will not use this Agreement or anything connected to the supply of the Information for marketing purposes, save in relation to the marketing of the Purpose.
- 13.2 The Recipient shall take all reasonable steps to ensure the observance of the provisions of the above clause by their servants, employees, agents and consultants.

14. Freedom of Information

- 14.1 The Recipient acknowledges that the RG is subject to the requirements of the Freedom of Information Act 2000 ('FOIA') and the Environmental Information Regulations 2004 ('EIR')

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and shall assist and cooperate with the RG (at the Recipient's expense) to enable the RG to comply with any information disclosure requirements as follows:

14.1.1 transfer any requests for information received by the Recipient but intended for the RG to the RG as soon as practicable after receipt and in any event within two Working Days of receipt;

14.1.2 provide the RG with a copy of all information in its possession or power in the form that the RG requires within 5 Working Days (or such other longer period as the RG may specify) of the RG requesting that information; and

14.1.3 provide all necessary assistance as reasonably requested by the RG to enable the RG to respond to a request for information within the time for compliance set out in section 10 of the FOIA (or regulation 5 of the EIR).

14.2 The RG shall be responsible for determining at its absolute discretion whether the information requested should be disclosed and this includes any information which the Recipient has stated is confidential.

15. Discrimination

15.1 The Recipient shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010.

15.2 The Recipient shall take all reasonable steps to ensure the observance of the provisions of this clause by all servants, employees, agents and consultants of the Recipient and all sub-Recipients.

16. Force Majeure

Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond the reasonable control of a Party including without limitation any labour disputes between a party and its employees.

17. Transfer and Sub-Contracting

17.1 This Agreement is personal to the Recipient. The Recipient shall not assign, novate, sub-contract or otherwise dispose of this Agreement or any part thereof without the previous consent in writing of the RG.

17.2 The RG shall be entitled to:

17.2.1 assign, novate, sub-contract, divest or otherwise dispose of its rights and obligations under this Agreement or any part thereof to any Department, Office or Agency of the Crown provided that any such assignment, novation, sub-contracting or other disposal shall not increase the burden or change the terms upon which the information is supplied to the Recipient.

17.2.2 novate this agreement to any other body established by the Crown or under statute in order to perform substantially any of the functions that previously had been performed by any Department, Office or Agency of the Crown.

18. Amendments to the Agreement

18.1 This Agreement may not be varied or amended unless such variation or amendment is agreed in writing by or on behalf of a duly authorised representative on behalf of the RG and by a duly authorised representative on behalf of the Recipient.

18.2 Without prejudice to this Clause the Parties agree that the RG may unilaterally vary this Agreement in relation to the RG's statutory functions or in relation to any other aspect of this agreement where it is reasonable and necessary for the RG to do so.

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19. Communications

- 19.1 Any notice to be given under this agreement shall be in writing and shall be sent by first class mail or air mail, or by email (confirmed by first class mail or air mail), to the address of the relevant party set out at the head of this agreement or such other address as that Party may from time to time notify to the other party in accordance with this Clause.
- 19.2 Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail), or on the next working day after transmission
- 19.3 In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and despatched and despatch of the transmission was confirmed and/or acknowledged as the case may be.
- 19.4 For the purposes of this Clause the address of each party shall be:

For the RG

DDRI Team
Her Majesty's Passport Office
General Register Office
Smedley Hydro
Trafalgar Road
Southport
PR8 2HH
0151 471 4711
Email: DataGRO@gro.gsi.gov.uk

For the Recipient

20. Administrative Provisions

- 20.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid illegal or unenforceable provision eliminated.
- 20.2 No failure or delay by any party to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of the same or some other right, power or remedy.
- 20.3 This Agreement shall be considered as a contract made in England and according to English law and subject to the exclusive jurisdiction of the English Courts to which both parties hereby submit.
- 20.4 This Agreement constitutes the entire understanding between the parties relating to the subject matter of this Agreement and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

21. Dispute resolution

- 21.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within [20] Working Days of either Party notifying the other of the dispute such efforts shall involve the escalation of the dispute to the [finance director] (or equivalent) of each Party.
- 21.2 If the dispute cannot be resolved by the Parties pursuant to Clause 21.1 the dispute shall be referred to mediation pursuant to the procedure set out in Clause 21.3 unless (a) the RG considers that the dispute is not suitable for resolution by mediation; or (b) the Recipient does not agree to mediation.

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- 21.3 The procedure for mediation and consequential provisions relating to mediation are as follows:
 - 21.3.1 a neutral adviser or mediator (“the Mediator”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution Company No 2422813 of International Dispute Resolution Centre 70 Fleet Street London EC4Y 1EU to appoint a mediator.
 - 21.3.2 The Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held.
 - 21.3.3 If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
 - 21.3.4 If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.

22. Clauses enduring after termination of this Agreement

The following clauses shall subsist after the end of this Agreement

- Clause 1 (Interpretation)
- Clause 6 (Security Measures and Audit Procedures)
- Clause 8 (Liability and Indemnity)
- Clause 9 (Intellectual Property Rights)
- Clause 10 (Confidentiality)
- Clause 11 (Data Protection Legislation)
- Clause 13 (Publicity)
- Clause 14 (Freedom of Information)

In witness whereof the parties have made this Agreement

SIGNED
for and on behalf of
the RG

Signature:

Print Name:

Title:

Date:

SIGNED
for and on behalf of
the Recipient

Signature:

Print Name:

Title:

Date:

Schedule 1- Charges

1. Supply of data

1.1 The Recipient will pay an annual fee of £57 000, (inclusive of the annual fee payable to the RG and fees in respect of equivalent information provided from the registers of deaths held by the Registrars General for Scotland and Northern Ireland) plus VAT if applicable.

1.2 The Recipient will pay the Charges in equal quarterly instalments in advance on receipt of an invoice, the first instalment becoming due on the signing of this Agreement.

1.3 The Information for the relevant quarter will not be provided to the Recipient until any unpaid invoice is paid in full and failure to pay will result in the withdrawal of any Support Services until payment is received by the RG.

2. Optional Information

2.1 If the Recipient requests the RG to provide any of the optional information set out in Clause 1.2 of Schedule 2 then the following additional fees will be payable:

- a) £1000 for death data for the period January 2007 to September 2008
- b) £200 for each month of data requested for the period September 2008 to the Commencement Date

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Schedule 2 - The Information

- 1.1 The Information will consist of a list of deceased persons registered in England and Wales which have been notified to the RG since the Commencement Date. This includes information held by the RG in the Register of Presumed Deaths.
- 1.2 The Recipient may at any time during the life of this Agreement request that additional data be added to the Information provided to it and such optional additional data shall include:
- a) death data for the period January 2007 to September 2008 and/or
 - b) death data for any period between September 2008 to the Commencement Date (the minimum period being a calendar month)
- Such additional data shall be provided by the RG:
- a) on receipt of a request in writing made by the Recipient setting out the details of the optional data required and
 - b) on payment by the Recipient of the appropriate additional charge as set out in Schedule 1 after receipt of an invoice.
2. The Information will include the following data in respect of each deceased person:
- (a) Forename(s)
 - (b) Surname
 - (c) Alias name (if used by the deceased and entered in the registration)
 - (d) Date of birth
 - (e) Usual address (including postcode if held)
 - (f) Date of death
 - (g) Place of birth (if held)
 - (h) Sex
 - (i) Maiden name (if held)
 - (j) Registration district name (This does not apply to entries in the Register of Presumed Deaths as they are registered by the RG)
3. The RG will supply the Information to the Recipient in an XML format. The method of supply may vary but may include:
- 3.1 an encrypted computer disc or other mutually acceptable 'hard copy' means. or
 - 3.2 secure transmission via electronic mail or other secure digital transmission protocol
 - 3.3 any other suitable means of delivery as notified to the Recipient in advance by the RG

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Schedule 3

The Purposes

Purpose of the Information

1. The Recipient may only use the Information for the prevention, detection, investigation or prosecution of offences or any other use as permitted by the Act.
2. The Recipient is xxx
3. In addition to the above the Recipient may only use the Information in conjunction with the Recipients products as described below:

Name of Product	Description of product (giving brief indication of why the product is used)
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Schedule 4 - Support Services

1. The RG will provide a support service by telephone between the hours of 09.00 and 16.30 on each Working Day. Where a call cannot be answered immediately and a message has been left by the caller, the RG will endeavour to return 90% of calls within two hours or by 11:30 of the morning of the next Working Day if the call was received after 16.00.
2. Email queries (to datagro@gro.gsi.gov.uk) will receive a response within one Working Day.
3. The support team will deal with:
 - (a) the preparation and dispatch of the Information
 - (b) queries surrounding delivery and losses of computer discs containing Information and failures in electronic transmission of data
 - (c) invoicing and payment
 - (d) resolution of any technical problems where possible (except that the RG will not support the Recipient's IT systems and any faults arising therefrom)
 - (e) any changes to this Agreement or further applications made by the Recipient
4. If it can be established that despatch of Information by the RG is faulty or has not arrived successfully it will be replaced within 2 working days. Any faulty computer disc must be returned to the RG before a new one is provided. Any corrupted electronic file must be securely deleted.

Schedule 5 – Security

1. Within one month of the Commencement Date the Recipient will agree a draft Security Plan with the RG for use during the Term of the Agreement and while the Information is in the Recipient's possession or control. Such Security Plan will incorporate:
 - 1.1. The general requirements of this Schedule as set out in the following clause;
 - 1.2. The particular security requirements as identified by the RG in the application process;
 - 1.3. Any remedial security requirements reasonably required by the RG from time to time; and
 - 1.4. Best practice and guidance as issued by HM Government at the time the Security Plan is produced
2. In general the Recipient shall:
 - 2.1. ensure that all sites where the data is to be stored, processed or accessed have physical security measures in place which will prevent unauthorised intrusions
 - 2.2. ensure that all data supplied is suitably protected to ISO27001 (or equivalent) standards and that associated security measures are reviewed annually. If the organisation is not certified to ISO27001 (or equivalent) then sufficient evidence must be produced to satisfy that adequate security is in place.
3. The Recipient shall notify the RG in advance of any proposed changes to the arrangements and procedures detailed in the Security Plan or security measures agreed with the RG, and shall not implement the changes without the written consent of the RG.
4. The Recipient shall, within 24 hours of becoming aware, notify the RG of any unauthorised disclosure, or potential unauthorised disclosure, of the information, or where the Recipient is, for whatever reason, unable to comply with the requirements under this Schedule 5.
5. The Recipient shall permit the inspection, by the RG or his agents, of any premises where the data is to be stored, processed and/or accessed:
 - 5.1. where the RG has provided the Recipient with notice of at least 2 working days; or
 - 5.2. at any time in the event that the RG considers that:
 - 5.2.1. the Security Plan has not been adhered to; or
 - 5.2.2. there are unauthorised disclosures, or potential unauthorised disclosures, of the Information.