



### Call-Off Terms

<b>Date</b>	1 May 2015 (See section 1.1 for Commencement Date)	<b>Order Reference</b>	Canopy1_GCloud_Message Hub Service
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**FROM:**

Customer	Department for Work and Pensions (DWP) "Customer"
Customer's Address	Department for Work and Pensions DWP Finance and Commercial Commercial Directorate 301 Bridgewater Place Birchwood Park Warrington WA3 6XF
Invoice Address	SSCL Accounts Payable Team Room 6124 Tomlinson House Norcross Blackpool FY5 3TA
Principal Contact	 – Chief Technology Architect  Department for Works and Pensions Peel Park Control Centre, Brunel Way, Blackpool, Lancashire. FY4 5ES.  e-mail: 

**TO:**

Supplier	Canopy The Open Cloud Company UK Ltd "Supplier"
Supplier's Address	4 Triton Square Regent's Place London NW1 3HG Company No. 09235607
Account Manager	Adam Wellen Account Manager – DWP IT  M +44 (0)7812325018 <a href="mailto:adam.wellen@atos.net">adam.wellen@atos.net</a>

**1. TERM****1.1 Commencement Date**

This Call-Off Agreement commences on: 15/06/15

**1.2 Expiry Date**

This Call-Off Agreement shall expire on:

1.2.1 14/06/17 ; or

1.2.2 the second (2) anniversary of the Commencement Date; whichever is the earlier, unless terminated earlier pursuant to Clause CO-9 of the Call-Off Agreement.

**1.3 Services Requirements**

1.3.1 This Order is for the G-Cloud Services outlined below.

1.3.2 G-Cloud Services the Supplier will be delivering:

(a) Canopy Secure Messaging Service as Software as a Service (SaaS) described within the overall G-Cloud Canopy Service definition document below (service ID 5.G4.0979.018 under LOT 3 SaaS)



Service Def\_C081  
Canopy Secure Mess:

and (b) the Canopy G-Cloud Service shall also include and be performed in accordance with the Supplier clarification attached below:



Canopyv1 150116

and (c) the Supplier Secure Messaging service has the capability to process file transfers with a maximum size of 16GB and messages with a maximum payload size of 256MB

Additionally, by way of clarification to the Supplier Terms:

- The Supplier shall comply with Baseline Personnel Security Standard / Government Staff Vetting Procedures in respect of all persons who are employed or engaged by the supplier in provision of this Call-Off Agreement. This is not a security check as such but a package of pre-employment checks covering identity, employment history, nationality/immigration status and criminal records designed to provide a level of assurance. A Guide for DWP Suppliers has been prepared and attached below.



guide-for-dwp-contr  
actors-bpss.pdf

- Part C Secondment / paragraphs 1 to 6 of the Supplier Terms are not relevant for the purpose of this Call-Off Agreement
- Part A Main – 'Title and Intellectual Property Rights' paragraph 11.2 of the Supplier Terms for the purpose of this Call-Off Agreement;

Title and Intellectual Property Rights for any bespoke software, underlying code or documentation developed by the Supplier specifically for the Customer (the "**Bespoke Work**") under this Call-Off Agreement will be vested jointly with the Customer and the Supplier with equal rights for exploitation.

The Bespoke Work will be available to the Customer, the Supplier and other Crown organisations. The Customer will have access to the Bespoke Work from the Commencement Date of the Call-Off Agreement. Each party shall do all such acts and things as may be reasonably required to protect the

<p>Title and Intellectual Property Rights of the other.</p> <p>The Supplier will share with the Customer and maintain a catalogued disclosure of the Bespoke Work during development; documenting and detailing the respective elements of the Bespoke Work and availability.</p> <ul style="list-style-type: none"> <li>• Part A Main - 'Updates, Upgrades, new Versions and new Functionality' / paragraph 3.2 of the supplier Terms for the purpose of this Call-Off Agreement; additional charges will not become payable without the prior agreement and written consent from the Customer (authorised Customer Representatives at paragraph 5.1.3). Any Updates, Upgrades, new Versions and/or new Functionality will be notified to the Customer by the Supplier in accordance with Clause CO-21 of the Framework Agreement.</li> <li>• Part A Main - 'Security and Back-Up' / paragraph 4.1 of the Supplier Terms for the purpose of this Call-Off Agreement; All links need to be encrypted utilising Secure Sockets Layer (SSL) and to a minimum of TLS 1.2. Data may be unencrypted over networks inside assured premises, but not over wireless or networks that leave physical assured premises.</li> <li>• Part A Main - 'Data Protection' / paragraph 6.3 of the Supplier Terms for the purpose of this Call-Off Agreement; All Customers personal data must be retained within the United Kingdom.</li> <li>• Part A Main - 'End Users' / paragraph 8.1 of the Supplier Terms for the purpose of this G-Cloud Call-Off Agreement; The Customer accepts any additional business requirements presented via the Variation Procedure that result in additional 'End Users' may attract Supplier Charges.</li> </ul>	
1.3.2.1 Lot 3 SaaS	5.G4.0979.018

## 2. PRINCIPAL LOCATIONS

### 2.1 Principal locations where the services are being performed

**Customer site** – 301 Bridgewater Place, Birchwood Park, Warrington, WA3 6XF.

**Supplier Data Centre – DataCentre 1 - Primary**

Kingsgate House  
Newbury Road  
Andover  
Hampshire  
SP10 4DU  
Tel +44(0) 1264 721351  
Fax +44(0) 1264 835556

**DataCentre 2 - Secondary**

3300 Solihull Park Way  
Birmingham Business Park  
Birmingham  
B37 7YQ  
Tel. +44 (0) 121 6275500  
Fax. +44 (0) 121 6275300

**Supplier Development Location - Nottingham**

Atos Building  
Beeston Business Park  
Technology Drive  
Beeston  
Nottinghamshire  
NG9 1LA  
Tel: 0121 335 7990  
Fax: 0115 943 1013

**Supplier Development Location - Blackpool**

Atos  
 Lancaster House,  
 Shorebury Point,  
 Amy Johnson Way,  
 Blackpool FY4 2RJ

**3. STANDARDS****3.1 Quality Standards**

See Section 1.3.2 (G-Cloud Services)

**3.2 Technical Standards**

See Section 1.3.2 (G-Cloud Services)

**4. ONBOARDING****4.1 On-boarding:**

4.1.1 The Supplier in conjunction with the Customer will identify and agree a proportionate number of designated pilot Local Authorities where the Message Hub can be on-boarded prior to the confirmation of the agreed on-boarding schedule which will be included within the detail of the Implementation Plan.

4.1.2 It is anticipated that the on-boarding activity of all necessary Local Authorities will need to accommodate a flexibility agreed timeline between the Supplier and Customer taking account of the piloting activities, reported outcomes and dependencies of other DWP third party suppliers.

4.1.3 Knowledge transfer will be agreed between the Customer and the Supplier and will include but is not limited to series of a workshops covering; development overview, documentation, functional requirements, testing procedures, deployment and support processes timing of the workshops will be included within the detail of the Implementation Plan.

4.1.4 The Supplier is to provide full details of the service management function as part of the implementation/on-boarding process as referenced in the Canopy G-Cloud Service definition document page 10 embedded at section 1 paragraph 1.3.1 of this Call-Off Agreement within twenty (20) working days of the Call-Off Commencement date.

**5. CUSTOMER RESPONSIBILITIES****5.1 Customer's Responsibilities:**

5.1.1 Provide the Supplier with access to appropriate members of the Customer's staff, contractors, suppliers, and those of its agents, as may reasonably be required for the Supplier to discharge its obligations under the Call-Off Agreement.

5.1.2 Provide sufficient, suitable, appropriately qualified, experienced and competent personnel to fulfil the Customer's roles and duties under the Call-Off Agreement.

5.1.3 Provide the Supplier promptly with all documentation, data and/or other information concerning its operations and activities relevant to the G-Cloud Services or that is necessary for the Supplier to perform its obligations under the Call-Off Agreement.

5.1.4 In addition to the responsibilities referred to in paragraphs 5.1.1 to 5.1.3, any obligation upon the Customer in this Call-Off Agreement (including any document referred to in and/or forming part of this Call-Off Agreement), and any obligation otherwise agreed and issued by the authorised Customer Representatives in writing to provide specified resources and/or take specified steps shall be deemed to be a Customer responsibility, irrespective of whether it is expressly entitled a Customer responsibility in the relevant document (including obligations described as "pre-requisites" and/or "dependencies").

The Customer may issue a revised version of the authorised Customer Representatives to the Supplier at any time during the period of the Call-Off Agreement that super cedes any previously issued versions.



authorised Customer  
Representatives

Redacted Completely

## 5.2 Customer's equipment

5.2.1 No customer equipment is required for the delivery of this Call-Off Agreement.

## 6. PAYMENT

### 6.1 Payment profile and method of payment

The Supplier Call-Off Agreement total Charges are £605,178; no indexation or risks will be applied to the charges for the duration of the Call-Off Agreement.



Canopy\_Message  
Hub Pricing\_to DWP.>

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The Call-Off Agreement encompasses;

1. **User Interface and Message Hub Development - Time & Material costs / Professional Services** (including 10% Customer contingency as described in paragraph 6.1.1.1 below);
2. **Message Hub Service On-Boarding - Time & Material costs / Professional Services and Fixed costs;**
3. **Message Hub Service Live Running - Variable banding costs based on the number of complex messages delivered** (see Canopy Secure Messaging Service definition document embedded at paragraph 1.3.2(a) section 6 for the table of variable banding costs);
4. **Message Hub Service Off-Boarding - Time & Material costs / Professional Services and Fixed costs.**

#### 6.1.1 Time and Material (T&M) 'cost not to exceed' capped fixed cost model

"Cost not to exceed" means, provided that the Supplier's work for the relevant service elements is not increased by any failure of the Customer to perform any relevant Customer responsibility, the applicable Charges will not exceed the amounts set out in the attached spread sheet at paragraph 6.1. If the Supplier considers that there is any such additional cost caused by the Customer's failure to perform any of their responsibilities, the dispute resolution procedure set out in Clause CO-22 will apply.

Given the agile nature of the user interface and message hub development any changes identified to the scope of the service requirement that exceed the 10% Customer contingency or the cost not to exceed figure will be considered by the Customer and Supplier in line with CO-21 Variation Procedure.

The T&M Charge for the user interface and message hub development operates on a 'cost not to exceed' model (including a 10% capped Customer contingency as described in paragraph 6.1.2.1 below for sole use within the development phase only)

- Junior Java Developer / Test resource - SFIA level 2 = £610
- Experienced Java Developer - SFIA Level 3 = £853
- Senior Java Developer / Scrum Master - SFIA Level 5 = £1,067
- Solution Architect - SFIA Level 5 = £1,142
- Project Manager - SFIA Level 6 = £1,201
- CLAS Consultant - SFIA Level 6 = £1,357

The Supplier's Charge will be paid monthly in arrears via BACs; linked to mutually agreed, measureable outcome based milestones at 12.1.1 and the Customer's approval during the reconciliation activities at 6.1.2.

6.1.1.1 The development T&M charge includes a 10% Customer contingency; use of the contingency is subject to the Customer's prior agreement and approval in writing to the Supplier by one of the authorised Customer representatives at 5.1.4.

6.1.1.2 The fixed costs for on-boarding and live running will not exceed the applicable charges set out in the attached spread sheet at paragraph 6.1 unless the message banding parameters change. At the expiry of the Supplier's Crown Commercial Service G-Cloud 5 Framework offering ID 5.G4.0979.018; the Supplier will allow the Customer to transfer to the revised pricing model of the G-Cloud 6 offering ID 5696 0392 3116 0320.

6.1.1.3 Supplier expenses will be charged on actuals and will not include any Supplier travel between Supplier to Supplier sites; will not exceed DWP subsistence rates and will be included within the monthly reconciliation activity between the Supplier and the Customer. Any anticipated travel expenses beyond the Supplier Fylde site and Customer Birchwood site must have the Customer's prior agreement and electronic e-mail consent by one of the authorised Customer representatives at 5.1.4. Any amendments to the DWP subsistence rates will require the Customer's prior agreement and written consent.



Department  
Subsistence rates\_Dv

#### 6.1.2 In order to reconcile the monthly supplier charges;

The Supplier will commence the reconciliation action at the first month end in which the G-Cloud Services have commenced during that month for the Customer; entering their first (1st) billing window.

During the agreed 10 working day 'billing window' following the end of each calendar month; the Supplier will issue an 'auditable document(s)' to the Customer including but not limited to: detailed monthly service report and management information; supportive evidence of Supplier's achievement of the measureable outcome based milestones linked to the in-month 'sprint' activity for the Customers consideration and approval; breakdown of the T&M Charges including weekly timesheets and expense claims at 6.1.1.3.

The auditable document(s) must clearly identify all individual Charges incurred for the Supplier's G-Cloud Services. The Customer will only consider and approve measureable outcome based milestones on completion of each 'sprint' at 12.1.1.

Billing windows will commence on the first (1st) working day of every month and continue for a period of ten (10) working days. By the end of the second (2nd) working day the Supplier will e-mail the auditable document to the identified e-mail addresses below;

Sourcing.manchester@dwp.gsi.gov.uk

Names redacted.

The Customer will reconcile the auditable document(s) and confirm their agreement / report issues with the Supplier by close of the fourth (4th) working day. The Supplier will receipt their acceptance / report issues within 24 hours back to Customer on the fifth (5th) working day.

On both parties' acceptance, the Supplier will raise their paper invoice within the next five (5) working days and send it by post to Customer Shared Services - SSCL Accounts Payable Team, Room 6124, Tomlinson House, Norcross, Blackpool, FY5 3TA clearly indicating charges that do/do not attract VAT.

## 6.2 Invoice format

The Invoice format will follow the standard Supplier invoice format, mirroring the necessary information required of the Customer purchase order. The Customer will pay the Supplier within thirty (30) calendar days of receipt of a valid posted invoice, submitted in accordance with this paragraph 6.2, the payment profile and process set out in paragraph 6.1 above and the provisions of this Call-Off Agreement.

## 7. DISPUTE RESOLUTION

### 7.1 Level of Representative to whom disputes should be escalated:

Supplier: Client Executive (Nikki Kelly)

### 7.2 Mediation Provider

Centre for Effective Dispute Resolution.

## 8. LIABILITY

### Subject to the provisions of Clause CO 11 'Liability' of the Call-Off Agreement:

8.1 The annual aggregate liability of either Party for all defaults resulting in direct loss of or damage to the property of the other Party (including technical infrastructure, assets, equipment or IPR but excluding any loss or damage to the Customer Data or Customer Personal Data) under or in connection with this Call-Off Agreement shall in no event exceed seven hundred and fifty thousand pounds sterling (£750,000).

8.2 The annual aggregate liability for all defaults resulting in direct loss, destruction, corruption, degradation or damage to the Customer Data or the Customer Personal Data or any copy of such Customer Data, caused by the Supplier's default under or in connection with this Call-Off Agreement shall in no event exceed seven hundred and fifty thousand pounds sterling (£750,000).

8.3 The annual aggregate liability under this Call-Off Agreement of either Party for all defaults shall in no event exceed seven hundred and fifty thousand pounds sterling (£750,000).

**9. INSURANCE****9.1 Minimum Insurance Period**

Six (6) years following the expiration or earlier termination of the Call-Off Agreement

**9.2 To comply with its obligations under this Call-Off Agreement and as a minimum, where requested by the Customer in writing the Supplier shall ensure that:**

- **professional indemnity insurance** is held by the Supplier and by any agent, Sub-Contractor or consultant involved in the supply of the G-Cloud Services and that such professional indemnity insurance has a minimum limit of indemnity of one million pounds sterling (£1,000,000) for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time;
- **employers' liability insurance** with a minimum limit of five million pounds sterling (£5,000,000) or such higher minimum limit as required by Law from time to time.

**10. TERMINATION****10.1 Undisputed Sums Time Period**

At least ninety (90) Working Days of the date of the written notice specified in Clause CO 9.4 of the Call-Off Agreement.

**10.2 Termination Without Cause**

At least thirty (30) Working Days in accordance with Clause CO9.2 of the Call-Off Agreement.

**11. AUDIT AND ACCESS**

Twelve (12) Months after the expiry of the Call-Off Agreement Period or following termination of this Call-Off Agreement.

**12. PERFORMANCE OF THE SERVICES AND DELIVERABLES****12.1 The Implementation Plan as at the Commencement Date is set out below**

12.1.1 The Supplier shall produce within ten (10) calendar days of the Commencement Date an Implementation Plan in such detail as the Customer may reasonably require covering the development of the Message Hub and User Interface Web page, transition and service migration to delivery of the live service.

The Implementation plan must represent the pace of the 'agile' nature of the Supplier development. It must clearly articulate the two week 'SPRINTS' with measureable outcome based milestones to inform necessary timely progress; informing both the Supplier reconciliation and Customer's consideration of approval action at paragraph 6.1.2.

The Supplier shall ensure that each version of the Implementation Plan is subject to Customer's written approval. The Supplier shall ensure that the Implementation Plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation transition and/or transformation of the G-Cloud Services.

12.1.2 The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.



12.1.3 The Supplier shall perform its obligations so as to achieve each milestone by the milestone date.

12.1.4 Changes to the milestones shall only be made in accordance with the Variation procedure and provided that the Supplier shall not attempt to postpone any of the milestones using the Variation procedure or otherwise (except in the event of a Customer default which affects the Supplier's ability to achieve a milestone by the relevant milestone date).

**BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES** to enter a legally binding contract with the Customer to provide the G-Cloud Services. The Parties hereby acknowledge and agree that they have read the Call-Off Terms and the Order Form and by signing below agree to be bound by the terms of this Call-Off Agreement.

**For and on behalf of the Supplier:**

Name and Title	NIRKI KELLY	U. MORGENTHAU
Position	CLIENT EXECUTIVE	CEO
Signature	N. Kelly	[Signature]
Date	10/06/15.	

**For and on behalf of the Customer:**

Name and Title	[Redacted] Name redacted / [Redacted]
Position	Commercial manager
Signature	[Redacted] [Redacted]
Date	11/06/15

[REDACTED]

[REDACTED]