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**Contract for the Provision of Support,
Maintenance and Hosting for CQC's National
Resource Planning Solution**

Care Quality Commission

and

CACI Limited

DATED: 7th July 2017

SECTION 1

FORM OF CONTRACT

PARTIES:

- (1) THE CARE QUALITY COMMISSION of 3rd Floor, 151 Buckingham Palace Road, London, SW1W 9SZ (the "Authority");

AND

- (2) CACI Limited, a company registered in United Kingdom under company number 01649776 and whose registered office is at CACI House, Kensington Village, Avonmore Road, London, W14 8TS (the "Contractor")

(each a "Party" and together the "Parties").

WHEREAS

The Authority wishes to appoint the Contractor to provide support, maintenance and hosting services for CQC's National Resource Planning Solution and the Contractor agrees to provide those services in accordance with these terms and conditions.

NOW IT IS HEREBY AGREED as follows:

1. TERMS OF CONTRACT

- 1.1 The "Contract" comprises the following:

Section 1:	Form of Contract
Section 2:	Terms and Conditions
Section 3:	Contractor's Terms

Schedule 1 – Services
Schedule 2- Pricing
Schedule 3 – Implementation Plan
Schedule 4 - Commercially Sensitive Information
Schedule 5 - Contractor and Third Party Software
Schedule 6 - Security Policy and Plan
Schedule 7 - Exit Management
Schedule 8 - PSN Compliance
Schedule 9 - Key Performance Indicators

- 1.2 The Contract starts on 01st July 201 the "Commencement Date" and will expire automatically on 30/06/2018 the "End Date" (the "Initial Contract Period") unless it is terminated early or extended in accordance with the Contract.
- 1.3 The Authority may extend the term of the Contract until 30/06/2019("Extension"). The Authority may, by giving written notice to the Contractor not less than the three (3) Months prior to the End Date, extend the Contract for further periods of up to a further 12 Months. Any such period shall not exceed a maximum extension of 12 Months. The terms of the Contract will apply throughout the period of any Extension.

SECTION 2

TERMS AND CONDITIONS

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1. Definitions and Interpretation

Unless the context otherwise requires the following terms shall have the meanings given to them below:

Additional Services	means services ancillary to the Services which are within the scope of Schedule 1 (Services) which the Authority may request from time to time;
Adequate	means that the relevant contractual clauses provide sufficient safeguards with respect to the protection of the privacy and fundamental rights and freedoms of individuals and as regards the exercise of the corresponding rights as required by Article 26 (2) Directive 95/46/EC and the DPA;
Approval	means the prior written consent of the Authority (such consent not to be unreasonably withheld) and "Approve" and "Approved" shall be construed accordingly;
Authority Confidential Information	means all Authority's Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade

	secrets, know-how, personnel, and Contractors of the Authority, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked "confidential");
Authority Data	means data that is owned or managed by the Authority;
Authority Personal Data	means the Order Personal Data and/or Service Personal Data;
Authority Representative	means the representative appointed by the Authority from time to time in relation to this Contract;
Charges	means the prices (exclusive of any applicable VAT), payable to the Contractor by the Authority under the Contract as set out in Schedule 2, in consideration of the full and proper performance by the Contractor of its obligations under the Contract
Commencement Date	Means 01 st July 2017
Commercially Sensitive Information	means information listed in Schedule 4 and provided by the Contractor to the Authority or to the Authority which is a trade secret but this definition does not include the material proposed to be published by the Authority under Clause 8 (Transparency)
Confidential Information	"means the Authority's Confidential Information and/or the Contractor's Confidential Information;
Contract	has the meaning given in paragraph 1.1 of the Form of Contract.
Contract Period	Means: the period from the Commencement Date to the End Date; or following an Extension, the end date of the Extension or, such earlier date of termination or partial termination of the Contract in accordance with the Law or Clause 11 of the Contract.
Contracting Authority	means any contracting authority (other than the Authority) as defined in regulation 2 of the Regulations.
Contractor's Confidential Information	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and Contractors of the Contractor, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential or which ought reasonably to be considered to be confidential, including the Commercially Sensitive Information (whether or not it is marked as "confidential");
Contractor Representative	means the representative appointed by the Contractor from time to time in relation to this Framework Agreement;

Contractor Software	means the software which is proprietary to the Contractor, as set out in Schedule 5, which is or will be used by the Contractor for the purposes of providing the Services ;
Contractor Terms	means the terms and conditions in Section 3 of this Contract;
Contractor Staff	means all persons employed by the Contractor together with the Contractor's servants, agents, Contractors and Sub-Contractors used in the performance Of its obligations under this Contract;
Data Subject	shall have the same meaning as set out in the Data Protection Act 1998, as amended from time to time;
Default	means any breach of the obligations of the Contractor (including any fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the Contractor in connection with or in relation to this Contract and in respect of which the Contractor is liable to the Authority;
DPA or Data Protection Legislation	means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable legally binding guidance and codes of practice issued by the Information Commissioner;
End Date	Means 30/06/2018
Environmental Information Regulations	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;
ERG	means the Efficiency and Reform Group of the Cabinet Office;
Extension	has the meaning given in paragraph 1.3 of the Form of Contract;
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
Force Majeure	means any event, occurrence or cause affecting the performance by either the Authority or the Contractor of its obligations arising from: <ul style="list-style-type: none"> a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the affected party; b) riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;

	<p>c) acts of government, local government or Regulatory Bodies;</p> <p>d) fire, flood, any disaster and any failure or shortage of power or fuel;</p> <p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available;</p> <p>provided always that:</p> <p>i. any industrial dispute relating to the Contractor, the Contractor Staff or any other failure in the Contractor or the Sub-Contractor's supply chain; and</p> <p>ii. any event or occurrence which is attributable to the wilful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned;</p> <p>shall not constitute a Force Majeure;</p>
Form of Contract	means Section 1 of the Contract;
Fraud	means any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Contract or defrauding or attempting to defraud or conspiring to defraud the Crown;
Good Industry Practice	means standards, practices, methods and procedures conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonable and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;
Guidance	means any current UK Government Guidance on the Public Contracts Regulations. In the event of a conflict between any current UK Government Guidance and the Crown Commercial Service Guidance, current UK Government Guidance shall take precedence;
Holding Company	shall have the meaning given to it in section 1159 and Schedule 6 of the Companies Act 2006;
Implementation Plan	means the plan set out in and the documents contained in Schedule 3
Information	has the meaning given under section 84 of the Freedom of Information Act 2000, as amended from time to time;
Initial Contract Period	has the meaning given in 1.2 Form of Contract
Intellectual Property Rights or IPR	<p>means:</p> <p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and</p>

	<p>other rights in trade names, designs, Know- How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>all other rights having equivalent or similar effect in any country or jurisdiction;</p>
Know-How	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the Contractor's or the Authority's possession before the Commencement Date;
Law	means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body as any of the same may be amended or interpreted from time to time;
Material Breach	Means a material breach of the Contract and/or breach by the Contractor of the following Clauses in the Contract: 4 Protection of Information, 5 Confidentiality, 6 Authority Data, 10 Official Secrets Act;
Ministry of Justice Code	means the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000;
Month	means calendar month
Open Source Software	means computer software, computer program, source code and any other material that is published for use, with rights to access and modify, by any person for free under a generally recognised open source licence;
Order Personal Data	means the personal data supplied by the Authority to the Contractor in the course of Ordering the Services for purposes of or in connection with this Contract. "Personal Data" shall have the same meaning as set out in the Data Protection Act 1998;
Parent Company	means any company which is the ultimate Holding Company of the Contractor;
Party	means, the Contractor or the Authority; and "Parties" shall be interpreted accordingly;
Personal Data	shall have the same meaning as set out in the Data Protection Act

	1998;
Processing	has the meaning given to it under the Data Protection Legislation but, for the purposes of this Contract it shall include both manual and automatic processing. "Process" and "Processed" shall be interpreted accordingly;
Prohibited Act	<p>means:</p> <p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:</p> <p>i) induce that person to perform improperly a relevant function or activity; or</p> <p>ii) reward that person for improper performance of a relevant function or activity;</p> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;</p> <p>(c) an offence:</p> <p>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);</p> <p>ii) under legislation or common law concerning fraudulent acts; or</p> <p>iii) the defrauding, attempting to defraud or conspiring to defraud the Authority;</p> <p>(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.</p>
Regulations	means the Public Contracts Regulations 2015, as amended from time to time;
Regulatory Bodies	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Authority or the Contractor or its Parent Company;
Relevant Person	means any employee, agent, servant, or representative of the Authority, any other public body or person employed by or on behalf of the Authority, or any other public body;
Relevant Requirements	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.
Requests for Information	means a request for information or an apparent request under the

	Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
Services	means the cloud services described in Schedule 1 (Services) as defined by the Service Definition, the Contractor Terms and, which the Contractor shall make available to the Authority;
Service Definition	means the definition of the Contractor's Services that includes, but is not limited to, those items listed Schedule 1 of this Contract;
Service Personal Data	means the personal data supplied by the Authority to the Contractor in the course of the use of the Services for purposes of or in connection with this Contract. "Personal Data" shall have the same meaning as set out in the Data Protection Act 1998;
Sub-Contract	means any contract or agreement or proposed agreement between the Contractor and the Sub-Contractor in which Sub-Contractor agrees to provide to the Contractor the Services or any part thereof or facilities or goods and services necessary for the provision of the Services or any part thereof;
Sub-Contractor	means any third party engaged by the Contractor from time to time under a Sub-Contract its servants or agents in connection with the provision of the Services from time to time;
Subsidiary	has the meaning given to it in section 1159 of the Companies Act 2006;
Third Party Software	means software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services including the software and which is specified as such in Schedule 5 and shall include any Open Source Software.
Variation	means a variation to the Services, the Price or any of the terms or conditions of the Contract;
Working Days	means any day other than a Saturday, Sunday or public holiday in England and Wales; and
Year	means a contract year.

2. Overriding Provisions

- 2.1 The Contractor agrees to supply the Services and any Additional Services in accordance with this Contract, including the Contractor's own terms and conditions as identified in Section 3 of this Contract and incorporated into this Contract.
- 2.2 In the event of and only to the extent of any conflict or ambiguity between Section 2 of this Contract, the provisions of the Schedules or any document referred to in the in this Contract (including Section 3), the conflict shall be resolved in accordance with the following order of precedence:

2.2.1 Section 2 - the Terms and Conditions of this Contract, including the Schedules (excluding Section 3 – Contractor's Terms);

2.2.2 Section 3 of this Contract; and

2.2.3 any other document referred to in the Terms and Conditions (including Section 2 of this Contract.

3. Prevention of Bribery and Corruption

3.1 The Contractor shall not:

3.1.1 breach the Bribery Act 2010 in relation to this Contract the Authority may terminate this Contract; and/or

3.1.2 commit a Prohibited Act; and/or

3.1.3 suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

4. Protection of Information

4.1 The provisions of this Clause 4, shall apply during the Contract Period and for such time as the Contractor holds the Authority Personal Data.

4.2 The Contractor shall and shall procure that the Contractor's Staff comply with any notification requirements under the DPA and both Parties undertake to duly observe all their obligations under the DPA which arise in connection with the Contract.

4.3 To the extent that the Contractor Processes Order Personal Data, the Contractor shall:

4.3.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Order Personal Data (and to guard against unauthorised or unlawful Processing of the Order Personal Data and against accidental loss or destruction of, or damage to, the Order Personal Data); and

4.3.2 provide the Authority with such information as the Authority may reasonably request to satisfy itself that the Contractor is complying with its obligations under the DPA;

4.3.3 promptly notify the Authority of any breach of the security measures to be put in place pursuant to this Clause; and

4.3.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Authority in breach of its obligations under the DPA.

4.4 To the extent that the Contractor Processes Service Personal Data the Contractor shall:

4.4.1 Process Service Personal Data only in accordance with written instructions from the Authority as set out in this Contract;

4.4.2 Process the Service Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;

- 4.4.3 implement appropriate technical and organisational measures to protect Service Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to Service Personal Data and having regard to the nature of the Service Personal Data which is to be protected;
- 4.4.4 take reasonable steps to ensure the reliability of any Contractor Staff who have access to Service Personal Data;
- 4.4.5 ensure that all Contractor Staff required to access Service Personal Data are informed of the confidential nature of the Service Personal Data and comply with the obligations set out in this Clause;
- 4.4.6 ensure that none of the Contractor Staff publish, disclose or divulge Authority's Personal Data to any third party unless necessary for the provision of the Services under the Contract and/or directed in writing to do so by the Authority;
- 4.4.7 notify the Authority within five (5) Working Days if it receives:
 - 4.4.7.1 a request from a Data Subject to have access to Service Personal Data relating to that person; or
 - 4.4.7.2 a complaint or request relating to the Authority's obligations under the Data Protection Legislation;
- 4.4.8 provide the Authority with full cooperation and assistance in relation to any complaint or request made relating to Service Personal Data, including by:
 - 4.4.8.1 providing the Authority with full details of the complaint or request;
 - 4.4.8.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Authority's instructions;
 - 4.4.8.3 providing the Authority with any Service Personal Data it holds in relation to a Data Subject (within the timescales required by the Authority); and
 - 4.4.8.4 providing the Authority with any information requested by the Data Subject.

4.5 The Contractor shall:

- 4.5.1 permit the Authority or the Authority's Representative (subject to the reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor's data Processing activities (and/or those of its agents, subsidiaries and Sub-Contractors) or provide to the Authority an independent third party inspection and audit certificate in lieu of the same (unless otherwise agreed between the Parties, the option of providing a certificate in lieu shall not be available at IL3 and above) and shall comply with all reasonable requests or directions by the Authority to enable the Authority to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract. The audit rights in this clause 4.5.1 shall be subject to the Authority or the Authority's Representative; (i) giving prior reasonable written notice of any such audit; (ii) exercising its right to audit no more than once a year during the term of this Contract; (iii) conducting any such audit during the Contractor's normal business hours; (iv) complying with the Contractor's confidentiality, IT security

and health and safety policies and procedures; and (v) causing minimal disruption to the Contractor's business when conducting any such audit; and/or

4.5.2 subject to Clause 4.6 agree to an appointment of an independent auditor selected by the Contractor to undertake the activities in Clause 4.4.1 provided such selection is acceptable to the Authority or Authority Representative (subject to such independent auditor complying with the reasonable and appropriate confidentiality undertakings).

4.6 The Contractor shall:

4.6.1 obtain prior written consent from the Authority in order to transfer Authority Personal Data to any other person (including for the avoidance of doubt any Sub-Contractors) for the provision of the Services, such consent not to be unreasonably withheld;

4.6.2 not cause or permit to be Processed, stored, accessed or otherwise transferred outside the European Economic Area any Authority Personal Data supplied to it by the Authority without the prior written consent of the Authority. Where the Authority consents to such Processing, storing, accessing or transfer outside the European Economic Area the Contractor shall:

4.6.2.1 comply with the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is so processed, stored, accessed or transferred;

4.6.2.2 comply with any reasonable instructions notified to it by the Authority and either:

4.6.2.3 incorporate standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) or warrant that the obligations set out in the Contractor Terms provide Adequate protection for Personal Data.

4.7 The Contractor shall not perform its obligations under this Contract in such a way as to cause the Authority to breach any of its applicable obligations under the Data Protection Legislation.

4.8 The Contractor acknowledges that, in the event that it breaches (or attempts or threatens to breach) its obligations relating to Personal Data that the Authority may be irreparably harmed (including harm to its reputation). In such circumstances, the Authority may proceed directly to court and seek injunctive or other equitable relief to remedy or prevent any further breach (or attempted or threatened breach).

4.9 The Authority warrants that it has a lawful basis to process Personal Data and/or is otherwise lawfully permitted to disclose such data to the Contractor for Processing pursuant to this Contract.

5. Confidentiality

5.1 Except to the extent set out in this Clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

5.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and

- 5.1.2 not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of this Contract.
- 5.2 The Contractor may only disclose the Authority's Confidential Information to Contractor Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Staff are aware of and shall comply with these obligations as to confidentiality.
- 5.3 The Contractor shall not, and shall procure that Contractor Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Contract.
- 5.4 The provisions of Clause 5.1 shall not apply to the extent that:
- 5.4.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under Clause 8 (Transparency) and the FOIA, the Ministry of Justice Code or the Environmental Information Regulations pursuant to Clause 7(Freedom of Information);
 - 5.4.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 5.4.3 such information was obtained from a third party without obligation of confidentiality;
 - 5.4.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - 5.4.5 it is independently developed without access to the other Party's Confidential Information.
- 5.5 Nothing in this Contract shall prevent the Authority from disclosing the Contractor's Confidential Information:
- 5.5.1 for the purpose of the examination and certification of the Authority's accounts;
 - 5.5.2 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
 - 5.5.3 to any Crown body or Contracting Authority. All Crown bodies or Contracting Authorities receiving such Contractor's Confidential Information shall be entitled to further disclose the Contractor's Confidential Information to other Crown bodies or Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown body or Contracting Authority; or
 - 5.5.4 to any consultant, contractor or other person engaged by the Authority (on the basis that the information shall be held by such consultant, contractor or other person in confidence and is not to be disclosed to any third party) or any person conducting a Cabinet Office or ERG Gateway review or any additional assurance programme.
- 5.6 In the event that the Contractor fails to comply with Clauses 5.1 to 5.4, the Authority reserves the right to terminate this Contract with immediate effect by notice in writing.

- 5.7 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in performance of this Contract, the Contractor undertakes to maintain adequate security arrangements that meet the requirements of Good Industry Practice.
- 5.8 The Contractor will immediately notify the Authority of any breach of security in relation to Authority Confidential Information obtained in the performance of this Contract and will keep a record of such breaches. The Contractor will use its best endeavours to recover such Authority Confidential Information however it may be recorded. This obligation is in addition to the Contractor's obligations under Clauses 5.1 to Clause 5.4. The Contractor will co-operate with the Authority in any investigation that the Authority considers necessary to undertake as a result of any breach of security in relation to Authority Confidential Information.
- 5.9 Subject always to Clause 15 (Liability) the Contractor shall, at all times during and after the Contract Period, indemnify the Authority and keep the Authority fully indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against the Authority arising from any breach of the Contractor's obligations under the DPA or this Clause 5 (Confidentiality) except and to the extent that such liabilities have resulted directly from the Authority's instructions.

6. Authority Data

- 6.1 The Contractor shall not delete or remove any proprietary notices contained within or relating to the Authority Data.
- 6.2 The Contractor shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Contractor of its obligations under this Contract or as otherwise expressly approved by the Authority.
- 6.3 The Contractor shall ensure that any system on which the Contractor holds any Authority Data, including back-up data, is a secure system that complies with the Contractor security policy.

7. Freedom of Information

- 7.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with the Authority to enable the Authority to comply with its Information disclosure obligations.
- 7.2 The Contractor shall:
 - 7.2.1 transfer to the Authority all Requests for Information that it receives as soon as practicable within two (2) Working Days of receiving a Request for Information;
 - 7.2.2 provide the Authority with a copy of all Information, relating to a Request for Information, in its possession or control, in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may specify) of the Authority's request; and
 - 7.2.3 provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 7.3 The Authority shall be responsible, for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the

Commercially Sensitive Information and/or any other Information (including Contractor's Confidential Information) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations. The Authority may consult with the Contractor to inform its decision regarding any decision on disclosure (including any redactions) but the Authority shall have the final decision in its absolute discretion, provided always it acts reasonably..

7.4 In no event shall the Contractor respond directly to a Request for Information unless authorised in writing to do so by the Authority.

7.5 The Contractor acknowledges that the Authority may, acting in accordance with the Ministry of Justice Code, be obliged under the FOIA, or the Environmental Information Regulations to disclose Information concerning the Contractor or the Services:

7.5.1 in certain circumstances without consulting the Contractor; or

7.5.2 following consultation with the Contractor and having taken its views into account;

provided always that where Clause 7.5.3 applies the Authority shall, in accordance with any recommendations of the Ministry of Justice Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

7.5.3 The Contractor acknowledges that the description of information as Commercially Sensitive Information in Clause 1 (Interpretations and Definitions) is of an indicative nature only and that the Authority may be obliged to disclose it in accordance with this Clause 7.

8. Transparency

8.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of the FOIA.

8.2 Notwithstanding any other term of this Contract, the Contractor hereby gives its consent for the Authority to publish this Contract in its entirety (but with any information which is exempt from disclosure (in accordance with the provisions of the FOIA) redacted), including from time to time agreed changes to this Contract, to the general public.

8.3 The Authority may consult with the Contractor to inform its decision regarding any redactions but the Authority shall have the final decision in its absolute discretion.

8.4 The Contractor shall, assist and cooperate with the Authority to enable the Authority to publish this Contract.

9. Intellectual Property Rights

9.1 All Intellectual Property Rights in any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is:

9.1.1 furnished to or made available to the Contractor by or on behalf of the Authority;

9.1.2 prepared by or for the Contractor for use in relation to the performance of its obligations under the Contract; or

9.1.3 the result of any work done by the Contractor, the Staff or any Sub-Contractor in relation to the provision of the Services (together with clauses 9.1.1 and 9.1.2 the "IP Materials")

shall vest in the Authority and the Contractor shall not, and shall ensure that Contractor Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for performance by the Contractor of its obligations under the Contract.

9.2 The Contractor hereby grants to the Authority a licence to use the Contractor Software and the Third Party Software for the purposes of providing the Services, with such licence being in accordance with the Contractor's Terms set out in Section 3, which are hereby incorporated into this Contract. In the event of a conflict, ambiguity or other inconsistency arising between the terms of this Contract and Section 3, the terms of this Contract shall prevail provided always that (and notwithstanding any other term to the contrary) the Contractor's Terms – Section 3 relating to intellectual property rights shall prevail at all times.

9.3 The Contractor hereby assigns to the Authority, with full title guarantee, all Intellectual Property Rights which may subsist in the IP Materials prepared in accordance with clause 9.1.1 and 9.1.2. This assignment shall take effect on the date of the Contract or (in the case of rights arising after the date of the Contract) as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Contractor. The Contractor shall execute all documentation and do all acts as are necessary to execute this assignment.

9.4 The Contractor shall waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a result of the Contract or the performance of its obligations under the Contract.

9.5 The Contractor shall ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Services grants to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the Authority to sub-license, transfer, novate or assign to other Contracting Authorities, the Replacement Contractor or to any other third party supplying services to the Authority.

9.6 The Contractor shall not infringe any Intellectual Property Rights of any third party in supplying the Services and the Contractor shall, during and after the Contract Period, indemnify and keep indemnified the Authority and the Crown from and against all losses and other liabilities which the Authority or the Crown may suffer or incur as a result of or in connection with any breach of this Clause 9.6, except to the extent that any such claim results directly from:

9.6.1 items or materials based upon designs supplied by the Authority; or

9.6.2 the use of data supplied by the Authority which is not required to be verified by the Contractor under any provision of the Contract.

- 9.7 The Authority shall notify the Contractor in writing of any claim or demand brought against the Authority for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Contractor to the Authority.
- 9.8 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Authority or the Contractor) arising from the performance of the Contractor's obligations under the Contract ("Third Party IP Claim"), provided that the Contractor shall at all times:
- 9.8.1 consult the Authority on all material issues which arise during the conduct of such litigation and negotiations;
- 9.8.1.1 take due and proper account of the interests of the Authority; and
- 9.8.2 not settle or compromise any claim without Approval (not to be unreasonably withheld or delayed).
- 9.9 The Authority shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any Third Party IP Claim and the Contractor shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Contractor shall not be required to indemnify the Authority under this clause 9.9 in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clauses 9.6.1 and 9.6.2.
- 9.10 The Authority shall not, without the Contractor's consent, make any admissions which may be prejudicial to the defence or settlement of any Third Party IP Claim.
- 9.11 If any Third Party IP Claim is made or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the Authority and, at its own expense and subject to Approval (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Authority under Clause 9.4) use its best endeavours to:
- 9.11.1 modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or
- 9.11.2 procure a licence to use the Intellectual Property Rights and supply the Services which are the subject of the alleged infringement, on terms which are acceptable to the Authority
- and if the Contractor is unable to comply with clauses 9.11.1 and 9.11.2 within 20 Working Days of receipt by the Authority of the Contractor's notification the Authority may terminate the Contract immediately by notice in writing to the Contractor.
- 9.16 The Contractor grants to the Authority a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights that the Contractor owned or developed prior to the Commencement Date, and which the Authority reasonably requires in order to exercise its rights under, and receive the benefit of, the Contract (including, without limitation, the Services).

10. NOT USED

11. Term and Termination

11.1 This Contract shall take effect on the Commencement Date and shall expire on:

11.1.1 the End Date; or

11.1.2 at the end of the Contract Period where there has been an Extension,

unless terminated earlier in accordance with this Clause 11.

11.2 Not used

11.3 Termination on Change of Control

11.3.1 The Contractor shall notify the Authority immediately if the Contractor undergoes a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 ("Change of Control") and provided this does not contravene any Law shall notify the Authority immediately in writing of any circumstances suggesting that a Change of Control is planned or in contemplation. The Authority may terminate this Contract by notice in writing with immediate effect within six (6) Months of:

11.3.1.1 being notified in writing that a Change of Control has occurred or is planned or in contemplation; or

11.3.1.2 where no notification has been made, the date that the Authority becomes aware of the Change of Control,

but shall not be permitted to terminate where a written approval was granted prior to the Change of Control.

11.3.1.3 For the purposes of Clause 11.3.1, any transfer of shares or of any interest in shares by its affiliate company where such transfer forms part of a bona fide reorganisation or restructuring shall be disregarded.

11.4 Termination by Contractor

11.4.1 If the Authority fails to pay the Contractor undisputed sums of money when due, the Contractor shall notify the Authority in writing of such failure to pay and allow the Authority five (5) calendar days to settle an undisputed invoice. If the Authority fails to pay such undisputed sums within the allotted additional 5 calendar days, the Contractor may terminate this Contract subject to giving at least ninety (90) Working Days' notice in writing.

11.5 Termination on Insolvency

11.5.1 The Authority may terminate this Contract with immediate effect by notice in writing where the Contractor:

11.5.1.1 being an individual, or where the Contractor 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, and:

11.5.1.2 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 so to do, 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 any similar event occurs under the law of any other jurisdiction; or

11.5.1.3 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor's assets and such attachment or process is not discharged within fourteen (14) calendar days; or

11.5.1.4 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983; or

11.5.1.5 the Contractor suspends or ceases or threatens to suspend or cease to carry on all or a substantial part of his business;

11.5.2 being a company, passes a resolution, or the Court makes an order that the Contractor 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 Contractor or its Parent Company (or an application for the appointment of an administrator is made or notice to appoint an administrator is given in relation to the Contractor or its 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 Contractor or its Parent Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (except where the claim is made under Section 123(1)(a) and is for an amount of less than ten thousand pounds (£10,000)) or any similar event occurs under the law of any other jurisdiction.

11.6 Termination on Material Breach

11.6.1 The Authority may terminate this Contract with immediate effect by giving written notice to the Contractor if the Contractor commits a Material Breach of any obligation under this Contract and if:

11.6.1.1 the Contractor has not remedied the Material Breach within thirty (30) Working Days (or such other longer period as may be specified by the Authority) of written notice to the Contractor specifying the Material Breach and requiring its remedy; or

11.6.1.2 the Material Breach is not, in the opinion of the Authority capable of remedy.

11.7 Termination for repeated Default

11.7.1 If there are or more Defaults (of a similar nature) that will be deemed a breach for Material Breach. Where the Authority considers that the Contractor has committed a repeated Default in relation to this Contract or any part thereof (including any part of the Services) and believes that the Default is remediable, then the Authority shall be entitled to serve a notice on the Contractor:

11.7.1.1 specifying that it is a formal warning notice;

- 11.7.1.2 giving reasonable details of the breach; and
- 11.7.1.3 stating that such breach is a breach which, if it recurs or continues, may result in a termination of this Contract or that part of the Services affected by such breach.

11.7.2 If, thirty (30) Working Days after service of a formal warning notice as described in Clause 11.7, the Contractor has failed to demonstrate to the satisfaction of the Authority that the breach specified has not continued or recurred and that the Contractor has put in place measures to ensure that such breach does not recur, then the Authority may deem such failure to be a Material Breach not capable of remedy for the purposes of Clause 11.6.1.2.

11.8 The termination (howsoever arising) or expiry of this Contract pursuant to this Clause 11 shall be without prejudice to any rights of either the Authority or the Contractor that shall have accrued before the date of such termination or expiry.

11.9 Save as aforesaid, the Contractor shall not be entitled to any payment from the Authority after the termination (howsoever arising) or expiry of this Contract.

12. Consequences of Suspension, Termination and Expiry

12.1 Where the Authority has the right to terminate a Contract, it may elect to suspend this Contract and its performance.

12.2 Notwithstanding the service of a notice to terminate this Contract or any part thereof, the Contractor shall continue to provide the Services until the date of expiry or termination (howsoever arising) of this Contract (or any part thereof) or such other date as required under this Clause 12.

12.3 Within ten (10) Working Days of the earlier of the date of expiry or termination (howsoever arising) of this Contract:

12.4 the Contractor shall return (or make available) to the Authority:

12.4.1 any data (including (if any) Authority Data), Authority Personal Data and Authority Confidential Information in the Contractor's possession, power or control, either in its then current format or in a format nominated by the Authority (in which event the Authority will reimburse the Contractor's pre-agreed and reasonable data conversion expenses), together with all training manuals, access keys and other related documentation, and any other information and all copies thereof owned by the Authority, and

12.4.2 any sums prepaid in respect of Services not provided by the date of expiry or termination (howsoever arising) of this Contract.

12.5 The Authority and the Contractor shall comply with the exit and service transfer arrangements as per Clause 13 of this Contract and as set out in Schedule 8.

13. Exit Management

13.1 The Contractor shall use all reasonable endeavours so as to facilitate the smooth transfer of the provision of the Services to a replacement contractor or to the Authority, as the case may

be, and the Contractor shall take no action at any time which is calculated or intended, directly or indirectly, to prejudice or frustrate or make more difficult such transfer..

13.2 Within ninety (90) days of the Commencement Date, the Contractor shall provide a draft Exit Management Strategy (to be appended to Schedule 7) and within ten (10) Working Days of provision of such Exit Management Strategy, the Parties shall meet and use all reasonable endeavours to agree the contents of the Exit Management Strategy, which must provide for the orderly transition of the provision of the Services from the Contractor to the Authority and/or any replacement contractor in the event of any termination (in whole or in part) or expiry of this Contract and allow for the Contractor to comply with its obligations under this Contract. If the Parties are unable to agree the contents of the Exit Management Strategy within a 20 Working Day period, either Party may refer the dispute for resolution in accordance with Clause 24. The Exit Management Strategy as agreed or determined shall be the Exit Management Strategy.

13.3 The Contractor shall keep the Exit Management Strategy under continuous review and include any proposed updates to the Exit Management Strategy in each -Quarterly Contract Management Meeting.

13.4 In addition, within ten (10) days after service of written notice to terminate by either Party or six (6) months prior to the end of the expiry of the Contract, the Contractor shall update the Exit Management Strategy into a final form that could be implemented immediately and provides for a transition to and is compatible with any mobilisation plan of any replacement contractor or the Authority (as the case may be) and in doing so, provide as much detail as is appropriate given the nature of the termination or expiry and the timing of termination, so that such Exit Management Strategy can be submitted to the Authority for review and approval. The Parties shall meet and use their respective reasonable endeavours to agree the contents of such Exit Management Strategy.

13.5 During the final six (6) months prior to the expiry of the Contract or following the service of written notice to terminate, and in either case for a reasonable period thereafter, the Contractor shall co-operate fully with the transfer of the provision of Services (or any part of the Services) to the Authority or any replacement contractor, and the Contractor shall:

13.5.1 assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to the replacement contractor and/or the completion of any work in progress;

13.5.2 implement the Exit Management Strategy;

13.5.3 liaise with the Authority and/or any replacement contractor, and provide reasonable assistance and advice concerning the provision of the Services and their transfer to the Authority or to such replacement contractor

and in all instances, shall be in accordance with timescales reasonably stipulated by the Authority.

14. Exit Procedures

14.1 Where the Authority requires a continuation of all or any of the Services on expiry or termination of this Contract, either by performing them itself or by engaging a third party to perform them, the Contractor shall co-operate with the Authority and any such third party to the extent reasonable and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.

14.2 The following commercial approach shall apply to the transfer of the Services if the Contractor:

14.2.1 does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Charges; or

14.2.2 reasonably incurs additional costs, the Parties shall agree a Variation to the Charges based on the Contractor's rates either set out in Schedule 2 or forming the basis for the Charges.

14.3 When requested to do so by the Authority, the Contractor shall deliver to the Authority details of all licences for software used in the provision of the Services including the software licence agreements.

14.4 Within one Month of receiving the software licence information described above, the Authority shall notify the Contractor of the licences it wishes to be transferred, and the Contractor shall provide for the approval of the Authority a plan for licence transfer.

15. Liability

15.1 Nothing in this Clause 15 shall affect a Party's general duty to mitigate its loss.

15.2 Nothing in this Contract shall be construed to limit or exclude either Party's liability for:

15.2.1 death or personal injury caused by its negligence or that of its staff;

15.2.2 bribery, Fraud or fraudulent misrepresentation by it or that of its staff;

15.2.3 any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or

15.2.4 any other matter which, by Law, may not be excluded or limited.

15.3 Nothing in this Contract shall impose any liability on the Authority in respect of any liability incurred by the Contractor to any other person, but this shall not be taken to exclude or limit any liability of the Authority to the Contractor that may arise by virtue of either a breach of the Contract or by negligence on the part of the Authority, or the Authority's employees, servants or agents.

15.4 Subject always to Clause 15.2, the annual aggregate liability of either Party under or in connection with this Contract (whether expressed as an indemnity or otherwise) shall:

15.4.1 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 Authority Data or Authority Personal Data) under or in connection with this Contract shall in no event exceed £1million;

15.4.2 for all defaults resulting in direct loss, destruction, corruption, degradation or damage to the Authority Data or the Authority Personal Data or any copy of such Authority Data, caused by the Contractor's default under or in connection with this Contract shall in no event exceed £500,000;

- 15.4.3 for breach of contract: 125% of fees
- 15.4.4 for IPR indemnification: £500k, in the total and aggregate
- 15.4.5 for damage to tangible property: £500k in the total and aggregate
- 15.4.6 for damage to Customer Data: £500k

15.4.7 and in respect of all other defaults, claims, losses or damages, whether arising from breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall not exceed the financial limit set out in Clause 15.8.

15.5 Subject always to Clause 15.4 the Authority shall have the right to recover as a direct loss:

15.5.1 any additional operational and/or administrative expenses arising from the Contractor's Default;

15.5.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Authority arising from the Contractor's Default;

15.5.3 and any losses, costs, damages, expenses or other liabilities suffered or incurred by the Authority which arise out of or in connection with the loss of, corruption or damage to or failure to deliver Authority Data by the Contractor.

15.6 The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Contract.

15.7 Subject to Clauses 15.2 and Clause 15.5, in no event shall either Party be liable to the other for any:

15.7.1 loss of profits;

15.7.2 loss of business;

15.7.3 loss of revenue;

15.7.4 loss of or damage to goodwill;

15.7.5 loss of savings (whether anticipated or otherwise); and/or

15.7.6 any indirect, special or consequential loss or damage.

15.8 The annual aggregate liability under this Contract for all defaults shall: (i) in the first year of this Contract, in no event exceed the greater of £100,000 or one hundred and twenty five percent (125%) per cent of the Charges payable by the Authority to the Contractor during the first Year of the Contract and (ii) in the second year of this Contract, in no event exceed the greater of £100,000 or one hundred and twenty five percent (125%) per cent of the Charges payable by the Authority to the Contractor during the second Year of the Contract.

16. Insurance

16.1 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under this Contract, including death or personal injury, loss of or damage to property or any

other loss (including the insurance policies specified in Clause 16.2). Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.

16.2 The Contractor shall ensure that, as a minimum:

16.2.1 professional indemnity insurance is held by the Contractor and by any agent, Sub-Contractor or consultant involved in the supply of the 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 Authority may reasonably require (and as required by Law) from time to time;

16.2.2 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.

16.3 The insurance required under Clauses 16.1 and 16.2 shall be maintained for the Contract Period and for six (6) years following expiration or earlier termination of this Contract.

16.4 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under this Contract.

17. Payment, VAT and Contract Charges

17.1 In consideration of the Contractor's performance of its obligations under this Contract, the Authority shall pay the Charges in accordance with the Clause 17.2 to 17.8.

17.2 The Authority shall pay all sums properly due and payable to the Contractor in cleared funds within 30 Days following receipt of a valid invoice which satisfies Clause 15.3.

17.3 The Contractor shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documentation reasonably required by the Authority to substantiate the invoice.

17.4 Where the Contractor enters into a Sub-Contract it shall ensure that a provision is included in such Sub-Contract which requires payment to be made of all sums due by the Contractor to the Sub- Contractor within a specified period not exceeding thirty (30) calendar days from the receipt of a validly issued invoice, in accordance with the terms of the Sub-Contract. 17.5 The Contractor shall add VAT to the Charges at the prevailing rate as applicable.

17.6 The Contractor shall fully indemnify the Authority on demand and keep the Authority fully indemnified on a continuing basis against any liability, including without limitation against any interest, penalties or costs, which are suffered or incurred by or levied, demanded or assessed on the Authority at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under this Contract. Any amounts due under this Clause 17 shall be paid by the Contractor to the Authority not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Authority.

17.7 The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate this Contract under Clause 11.4 for Authority's failure to pay undisputed sums of money. Interest shall be payable by the Authority on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time).

17.8 In the event of a disputed invoice, the Authority shall make payment in respect of any undisputed amount in accordance with the provisions of Clause 17 of this Contract and

return the invoice to the Contractor within ten (10) Working Days of receipt with a covering statement proposing amendments to the invoice and/or the reason for any non-payment. The Contractor shall respond within ten (10) Working Days of receipt of the returned invoice stating whether or not the Contractor accepts the Authority's proposed amendments. If it does then the Contractor shall supply with the response a replacement valid invoice.

17.9 In the event that the Authority requires additional licences including "Out-of-Scope" (as defined in the Schedule 2 - Pricing Schedule) , the Authority shall pay the Charges in accordance with the Pricing Schedule.

17.10 For the avoidance of doubt, the parties agree the Authority will commit to minimum level of 72 services days for Additional Services with the Contractor in the Initial Contract Period at the OAS day rate as specified in Schedule 2 – the Pricing Schedule.

17.11 In the event that level of 72 services days are exhausted and should the Authority require further Additional Services, the Parties agree that the Charges for the Additional Services shall be in accordance with Schedule 2 – the Pricing Schedule, on the basis whichever is most beneficial or advantageous to the Authority.

18. Force Majeure

18.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Contract to the extent that such delay or failure is a result of Force Majeure.

18.2 Notwithstanding Clause 18.1, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under this Contract for a period in excess of one hundred and twenty (120) calendar days, either Party may terminate this Contract with immediate effect by notice in writing to the other Party.

19. Transfer and Subcontracting

19.1 The Contractor shall not assign, novate, sub-contract or in any other way dispose of this Contract or any part of it without the Authority's prior written approval which shall not be unreasonably withheld or delayed. Sub-Contracting any part of this Contract shall not relieve the Contractor of any obligation or duty attributable to the Contractor under this Contract.

19.2 The Contractor shall be responsible for the acts and omissions of its Sub-Contractors as though they are its own.

19.3 The Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

19.3.1 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or

19.3.2 any private sector body which substantially performs the functions of the Authority

provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract

20. The Contracts (Rights of Third Parties) Act 1999

20.1 A person who is not party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

21. Law & Jurisdiction

21.1 This Contract and/or any non-contractual obligations or matters arising out of or in connection with it, shall be governed by and construed in accordance with the Laws of England and Wales and without prejudice to the dispute resolution procedures set out in Clause 24 (Dispute Resolution) each Party agrees to submit to the exclusive jurisdiction of the courts Of England and Wales and for all disputes to be conducted within England and Wales.

22. Additional Services

22.1 The Authority may require the Contractor to provide the Additional Services. The Contractor acknowledges that the Authority is not obliged to take any Additional Services from the Contractor and that there is nothing preventing the Authority from receiving services that are the same as or similar to the Additional Services from any third party.

22.2 The Contractor shall provide Additional Services in accordance with any relevant Implementation Plan(s) and the Contractor shall monitor the performance of such services against the Implementation Plan(s).

23. Variation Procedure

23.1 The Authority may request in writing a variation to this Contract provided that such variation does not amount to a material change. Such a change once implemented is hereinafter called a "Variation".

23.2 The Contractor shall notify the Authority immediately in writing of any changes proposed or in contemplation in relation to Services or their delivery by submitting Variation request. For the avoidance of doubt such changes would include any changes within the Contractor's supply chain.

23.3 In the event that:

23.3.1 Either Party is unable to agree (agreement shall not be unreasonably withheld or delayed) to or provide the Variation;

23.3.2 the Authority may:

23.3.2.1 agree to continue to perform its obligations under this Contract without the Variation; or

23.3.2.2 terminate this Contract by mutual agreement within 30 days with immediate effect.

24. Dispute Resolution

24.1 The Authority and the Contractor shall attempt in good faith to negotiate a settlement of any dispute between them arising out of or in connection with this Contract within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the Authority Representative and the Contractor Representative.

- 24.2 If the dispute cannot be resolved by the Parties pursuant to this Clause, the Parties shall refer it to mediation unless the Authority considers that the dispute is not suitable for resolution by mediation.
- 24.3 If the dispute cannot be resolved by mediation the Parties may refer it to arbitration.
- 24.4 The obligations of the Parties under this Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation or arbitration pursuant to this Clause and the Contractor and Contractor's Staff shall continue to comply fully with the requirements of this Contract at all times.

SECTION 3

CONTRACTOR'S TERMS



CQC
SupportMaintenance

IN WITNESS of which this Contract has been duly executed by the parties.

SIGNED for and on behalf of **SAFE QUALITY COMMISSION**
Signature [Redacted]
Name [Redacted]
Position [Redacted]

SIGNED for and on behalf of **CACI LIMITED**

Signature [Redacted]
Name [Redacted]
Position [Redacted]

SCHEDULE 1 - SPECIFICATION

PART A - SUPPORT SERVICES

1 Services

- 1.1 Subject to the Client agreeing to personnel being fully trained in the use of the Software and to having nominated people attending the training courses recommended by CACI and subject to the Client complying with its duties and obligations under this Agreement and in particular as to payment of the Fees and other payments due to CACI shall with effect from the date of live operational use of the Software and for the duration of this Agreement, provide the following Services:
- 1.2 Upon request by the Client, the diagnosis and rectification of faults in the Software (remotely or by attendance on site, or otherwise, as deemed appropriate by CACI) by the issue of fixes in respect of the Software and the making of all necessary consequential amendments (if any) to the Documentation provided that such fault or other defect in the Software prevents it from processing data on the Equipment in accordance with the specification (such support to be free of charge).
- 1.3 Minor enhancements to the Software necessary to meet the requirements of future and generic changes in legislation will be included as part of the Services. Legislative changes resulting in a substantial change or industry specific will be subject to negotiation between the parties hereto and are not included in the Services.
- 1.4 CACI hereby agrees that the Support Services shall be provided by:
- 1.5 Help desk facilities between 0900 and 1730 hours Monday to Friday (excluding Public Holidays), to provide assistance to aid with operations, correct errors capable of being so done, or to log errors. Such facility shall only be available to the nominated people who have been fully trained as recommended by CACI.
- 1.6 Correction of critical errors or assistance to overcome problems. CACI may correct errors by 'patch' or by new version giving due regard to the impact on the business of the Client.
- 1.7 The Client agrees to provide a remote access connection to allow CACI to remotely access the Software for of the purposes of implementation, analysis and remedy. Any other method must be agreed in writing between CACI and the Client and may be subject to additional charges payable by the Client. The Client further acknowledges and accepts that in order for CACI to provide secure enhancements and/or updates to the Software, the server on which the Software is hosted must have access to <https://cacixfer.caci.co.uk>. In the event the remote access connection provided is, in CACI's reasonable opinion, not acceptable for use, CACI reserves the right to suspend Support Services and place projects on hold and charge the Client accordingly for delays in the rectification of the remote access connection, such charges to be applied in accordance with clause 3.2 of Schedule A.

2. Support Limitation

- 2.1 The Support Services shall not include the diagnosis and rectification of any fault resulting from:
 - 2.1.1 The improper use, operation or neglect of either the Software or the Equipment.
 - 2.1.2 The modification of the Software or their merger (in whole or in part) with any other software, except where such merger or other linkage is defined in the Client's specification and this has been agreed with CACI in writing.
 - 2.1.3 The failure by the Client to implement reasonable recommendations previously advised by CACI in respect of or solutions to faults. Any such recommendations shall be made, taking due consideration of cost to the Client.
 - 2.1.4 Any repair, adjustment, alteration or modification of the Software by any person other than CACI without CACI's prior written consent.

- 2.1.5 The use of the Software for a purpose for which they were not designed (including but without limitation a use which varies from that detailed in the Documentation).
- 2.1.6 Data corruption caused by any reason other than the failure of the Software to operate in accordance with the agreed specification.
- 2.1.7 Requests by the Client for data amendments, deletions, insertions or changes in any way.
- 2.1.8 Failure by the Client to take back-ups of data and programmes on a daily basis.
- 2.1.9 Modifications by the Client to the Equipment or set up thereof.
- 2.1.10 Where the Client requests or CACI recommends that archiving of data is required.
- 2.2 The Client acknowledges and accepts that CACI cannot guarantee Support Services for Software that is two versions or more older than the current release.
- 2.3 CACI shall be entitled to levy additional charges if Support Services are provided in circumstances where any reasonably skilled and competent data processing operator would have judged the Client's request to have been unnecessary and in diagnosing or rectifying any matter described in clauses 2.1.1 to 2.1.10.

3. Client Obligations

3.1 During the continuance of this Agreement the Client shall:

- 3.1.1 Provide and maintain a fully operative internal Service Desk facility. CACI will only respond to calls received from named representatives;
- 3.1.2 Allow CACI such access to the Software and any other equipment, machinery, communication facilities and features in so far as they are able to by law as may reasonably be necessary at no charge to CACI in order to perform the Services and its obligations hereunder;
- 3.1.3 Arrange for a technically qualified member of the Client's staff to be available during the time CACI performs any Support Services;
- 3.1.4 Where the Software is hosted by the Client, maintain the Software on the Client's computer at any revision levels prescribed by CACI from time to time;
- 3.1.5 Ensure that any revisions and/or updates supplied by CACI to the Client under this Agreement are installed on the Client's system within ninety (90) days of delivery in accordance with a timetable to be agreed with the Client;
- 3.1.6 Where the Software is hosted by the Client, maintain a current back up copy of all programs (including the Software) and data used on the Client's system;
- 3.1.7 Ensure that the Software is used in a proper manner by competent and adequately trained employees only;
- 3.1.8 Not alter or modify the Software or the Documentation in any way other than with CACI's written approval;
- 3.1.9 Not use the Documentation in any other format except as provided by CACI; and
- 3.1.10 Use the Documentation for internal purposes only and in any event only for the purposes of this Agreement. The Client further agrees not to misuse the Documentation (and for the purposes of this Agreement, "misuse" includes, without limitation, disclosing the Documentation to third parties not agreed by CACI, or publishing and/or reproducing the Documentation in the public domain).

4. CACI Service Desk Facility Description

- 4.1 The Service Desk will provide the service described below between the hours set out in Clause 1.5 above. CACI will maintain a telephone line Web Support System and resources to receive and handle Client incidents. CACI and the Client will agree a shortlist of individuals from whom CACI will receive calls.

- 4.2 CACI will establish appropriate communications links and operating procedures with the Client. Access to this will be organised by the Client via a VPN facility or other appropriate link as detailed in clause 1.7 above. These links and procedures will be thoroughly tested by both parties during the transition period to ensure smooth operation from the commencement of the Services. The equipment costs associated with establishing and operating all the communications links will be met by the Client.
- 4.3 The Service Desk will only accept requests for support from the Client via the Web Support system (except in the case of a Showstopper (P0) where, after the request is logged, the Client undertakes to contact the CACI Service Desk by telephone to confirm the status of the logged call). The Client is responsible for systems administration and database administration.
- 4.4 The Service Desk will arrange for appropriate expert advice to be given to the Client on issues relating to the Software consistent with the timescales and practices specified in the next section. If the fault is in the Third Party Software, CACI will immediately refer the issue to the appropriate supplier for resolution.
- 4.5 The Service Desk will allocate each incident, in consultation with the Client, a call priority level having consulted if appropriate with the Third Party supplier. If the status subsequently changes from that originally given by the Service Desk, the Client will be informed of the new schedule.
- 4.6 All Service Desk incidents will be recorded and allocated a unique reference number which will be given to the Client at the time of raising the incident. This reference number will be used to identify the incident through all stages to completion and subsequent reporting. It will be quoted on all verbal and written communication relating to an incident.
- 4.7 Following the logging and recording of an incident CACI will take "ownership" of each incident and responsibility for the problem management process until successful recovery/resolution of the incident. This will include the following activities:
- Re-assigning problems which cannot be resolved by the Service Desk to the appropriate CACI area or Third Party software supplier.
 - Monitoring and chasing progress on all outstanding problems assigned to other responsible areas.
 - Searching the problem database at regular intervals and then taking appropriate action.
 - Following agreed escalation procedures.
 - Closing all incidents with the Client.
- 4.8 The Service Desk will maintain a complete and accurate record of each incident. CACI will use all reasonable efforts to ensure the completeness of all records and actions associated with each incident reported. Records of all reported incidents will be maintained within the Web Support System.
- 4.9 The Client will agree with CACI how to report incidents and what information will be provided when logging a request for support to the CACI Service Desk. The Client will document and distribute guidelines to the users. The information to be supplied by the Client to the CACI Service Desk will include (as a minimum):
- User's name
 - User's telephone number
 - Item identification number
 - Details of incident, including screen shots where appropriate
 - CACI call reference number (if referring to a current or past incident).
- 4.10 Incidents which require the support of the Third Party suppliers will be reported by CACI to the appropriate Third Party supplier. CACI will maintain a record of each incident and the follow-on communication with Third Party suppliers.
- 4.11 If either the Client or CACI's Service Desk are in any doubt as to the authority of a caller then they will endeavour to validate that authority by one or more of the following methods:
- Dialling back
 - Cross check with the Service Control Team or Application Owners

- Questioning
- Transfer to supervisor/manager for validation
- Visit and ID confirmation (if practical)

4.12 CACI will always ensure that the Client is informed when the incident on the Service Desk is being closed and it shall only be closed once the fix has been tested and approved by the Client, or when the fix is incorporated into a Release which has been supplied to the Client (if the fault persists the Client will re-open the call).

4.13 Incoming calls from the Client which by-pass the Service Desk fall outside the scope of this Agreement unless such by-pass is due to the fault of CACI, save and except for follow-up calls to a particular technician and diverted calls when the Service Desk is engaged or unmanned.

5. Definitions:

Showstopper (P 0)

A core Application Service Failure which, in the reasonable opinion of the Client, constitutes a loss of the Service which prevents all End Users from working and has no workaround.

Non- exhaustive examples:

This is normally the situation following a serious hardware fault but can be the result of a major software problem or severe data corruption caused by the core Application.

Please note that in the event of a Showstopper CACI require a phone call immediately after a new support case has been logged. Response times will not be recorded until this is received.

Priority 1

A core Application Service Failure which has a major (but not critical) adverse impact on the activities of the Client's End Users and no work around is available.

Non-exhaustive examples:

Corruption of organisational database tables caused by the core Application;

Loss of ability to update Client's Data caused by the core Application.

Priority 2

A core Application Service Failure which, in the reasonable opinion of the Client, has the potential to:

have a major adverse impact on the activities of the Client which can be reduced to a moderate adverse impact due to the availability of a work around;

have a moderate adverse impact on the activities of the Client.

Non-exhaustive examples:

Inability to input data or to access reporting services, caused by the core Application.

Priority 3

A core Application Service Failure which, in the reasonable opinion of the Client has the potential to have a minor adverse impact on the provision of the Service to End Users. Or;

A core Application Service Failure comprising a flaw which is cosmetic and, as such, does not undermine the End User's confidence in the information being displayed.

Non-exhaustive examples:

Spelling error;

Misalignment of data on screen display.

6. CACI Service Desk Service Delivery and Performance

The CACI Service Desk will be the point of measurement of the Services.

7. Service Hours

A fully managed Service Desk will be available during the following hours (excluding Bank and Public holidays) ("Service Hours" or "Working Day"):

Mon-Fri 9.00am to 5.30pm

For all the hours outside the Service Hours an e-mail and Web Support Logging System service will be available to record messages to the Service Desk.

8. Estimated Response Targets

With regard to the initial call from the Client, the CACI Service Desk will offer informed advice for up to 15 minutes relating to the application.

The Service Desk Response Times are on an individual support case basis, measured from the logged date/time of the primary inbound communication from the Client, to the recorded date/time of the primary outbound response communication from CACI. In the case of Priority Level 0 incidents, it is agreed that the Client must telephone the CACI Service Desk and the Target Response Time shall commence from the end of the telephone call.

The following estimated target Service Desk Response Times will apply: Please note that these Target Fix times do NOT apply to requests for Information (INFO calls) or calls classified as Research and Development (RAND calls).

Priority Level	Target Response (Core Hours)	Target Fix Time
Priority 0	30 minutes	24 hours
Priority 1	4 hours	The next Release or Service Pack date
Priority 2	48 hours	The next Release or Service Pack date
Priority 3	30 days	The next planned Release date

Notes:

The following definitions apply:

Release: A baseline software release incorporating major functional changes

Service Pack: A software release incorporating enhancements and fixes to customer issues. Should the Client not be on a current release such that it renders it difficult for CACI to resolve issues which have been addressed in a later release, CACI reserve the right to only resolve such issues by provision of a release and the labour to deliver same will be chargeable.

In advance of a Service Pack or Full Release, CACI will notify the Client of its planned release date and provisional contents. On the release date, CACI will notify the Client that the Release/Service Pack is available and confirm its contents. At the client's discretion, the Release/Service Pack can

be loaded to the Client's TEST environment on a date agreed with CACI. Subject to completion of User Acceptance Testing, the Release/Service Pack can be loaded to the Client's LIVE environment on a date agreed with CACI.

A Service Pack includes all previous Service Packs. A Release includes all previous Releases. All changes in a Release or Service Pack must be taken. Once notification of a new Release or Service Pack has been circulated, it is not possible to take earlier Service Packs.

P1: Before a call is designated a P1 both parties should agree it is as such. Where a P1 resolution is included in the next service pack, but the service pack delivery date is considered to be not appropriate, the Customer Care team will investigate if it is possible/practical to load the change in advance of the next service pack.

If it is technically possible to do so, the impact on the business must be clearly stated on the support call by the Client and the case will be escalated to the Product Release Department for assessment. The Product Release Department will review the request to confirm if it is possible for the software to be made available to the Client early.

If the Product Release Department agree that this can be provided in advance of the service pack, the case is escalated to P0 and the resolution will be provided at an agreed time.

In this scenario, CACI still expects the software to be thoroughly tested in the Client TEST environment before signing off for loading to LIVE.

9. Exclusions

If CACI determines that the cause of a reported incident is a problem with the Client's original interfaces, these target fix times will not apply. If it is agreed that CACI replaces any interface at separate cost and subject to separate agreement, then future calls to the Service Desk relating to a replacement interface will be subject to the target fix time.

All additional support work would be provided in addition to the Services subject to CACI's chargeable work procedures, set out below.

The Client acknowledges and agrees that on older versions of the Software CACI may not be able to add additional functionality in accordance with the terms of this Agreement. Accordingly, the Client accepts that CACI:

- (a) may be able to add functionality on a version of the Software that is one version old;
- (b) will use its reasonable endeavours to add functionality on a version of the Software that is two versions old; and
- (c) will be under no obligation to add functionality on a version of the Software that is three or more versions old.

10. CACI Service Desk Chargeable Work Procedures

10.1 Introduction

This section describes the procedure that will be used by CACI's Service Desk personnel when dealing with a Client request which does not appear to fall within the support afforded by this Agreement. Such a call will be chargeable and will be subject to the following procedure.

Its objective is to ensure that the Clients and CACI Service Desk personnel are familiar with both the details of the procedure and their individual obligations when it is used.

10.2 The Procedure

This section details the various steps involved in the procedure. Basically, the administration of a chargeable call involves the following stages:-

The initial classification of a call as chargeable.

Agreeing the course of action with the Client concerned.

Monitoring the activity on the call.

Bringing the call to a satisfactory conclusion and presenting costs incurred.

The following sections deal with each of these steps in turn.

10.3 Identifying that a Call is Chargeable

During the life cycle of any call, the Service Desk person responsible for it will attempt to make a decision on the most likely cause of the problem based upon the evidence available. Broadly speaking, the cause will either be within the area covered by the Support Agreement or external to it. If the cause appears to be external, (e.g. problems with the operating system, hardware, user error or misuse, or any network required to operate the system or related Device), the call will be dealt with on a chargeable basis. However, the default position for all calls reported to the Service Desk will be that they shall be considered as emanating from within the areas covered by the existing Agreement until there are reasonable grounds to suspect otherwise.

CACI support work will also be chargeable where the call relates to a request by the Client to change the way in which a currently working process operates. Where the software works in a particular way to achieve a given result but the Client wishes the software to work in an alternative way to achieve the same result, this is not deemed an error in the software. Such changes are deemed by CACI to be Client requested enhancements and as such are chargeable.

10.4 Agreement with the Client Contact

As soon as it appears that a call is to be dealt with on a chargeable basis, the contact at the Client site will be informed by email.

The Client may nominate a cost level that they are prepared to incur. When this level is reached, the Service Desk would seek new authority from the Client to proceed.

10.5 Estimate

Having agreed a course of action with the Client, the Service Desk will issue the Client with an Estimate of cost. The Estimate will show (see Appendix 2):-

- The Client, date, Incident Report (call) number.
- The suspected cause of the problem.
- The time and costs so far incurred.
- Whether the call is complete or not.
- Any new software or services required.

10.8 Nominated Cost Level Reached

Work on the call will stop. The agreement reached at 11.4 will be considered as expired, and a new verbal agreement embarked upon. This will then be documented by a second Estimate issued for the call.

10.9 Call Resolved

When the call has been resolved, or agreement reached with the Client to close the call, all time incurred on the call will be considered and a cost determined. An appropriate invoice will then be issued to the Client.

11. Escalation Procedure

In all matters concerning the reporting and handling of calls, the Service Desk shall act in good faith in assessing and prioritising the calls reported to them. The Service Desk will endeavour to act in a timely manner and to inform Clients of developments at appropriate times. However, should any dispute arise between the Service Desk and the Client concerning any matter regarding any call logged with the desk (including the classification of a call as chargeable), then the

matter should be reported by the Client up through the current CACI management structure as follows:-

- 1) Account Manager
- 2) Business Unit Director
- 3) Business Unit VP

Estimate

Client: _____

Date: _____

For the attention of: _____

Dear _____,

CACI Service Desk Call Log Number _____

We have recently been investigating the above call. It has come to light that the cause of the problem appears to be due to:-

- RDBMS
- Operating system/ other 3rd party software
- Hardware
- Error or misuse by user
- System size adversely affecting response/throughput
- Other _____

As the root cause of the problem is external to your annual support agreement, all effort expended in investigating, identifying and resolving this call is chargeable.

The time accrued to the call so far is _____ man hours and therefore the total amount chargeable to date is £_____.

- This call is now complete.
- We anticipate that further effort will be required to resolve this call
- We shall now stop work on this call until we receive your written consent to proceed on a chargeable basis.
- We shall continue to work on this call on a chargeable basis. If you do not wish us to do so, you must inform the Service Desk immediately in writing.
- As agreed, we shall seek new authority from you as soon as the costs incurred for this call exceed £_____.

Should subsequent investigation show that the root cause was not one of the above and emanated from an area that is covered by your existing support agreement, then no charges will be incurred.

Yours sincerely,

Support and maintenance, as defined in CACI standard terms, in respect of the following Cygnum modules.

Cygnum Module	Quantity
Indexing	1
Inspection Demand Modelling	1
Inspection Auto-Scheduling	1
Inspection Wallchart	1
Inspection Management	1
Timesheets	1
Interface Engine	1
Workflow	1
Business Rules Engine	1
Portal Engine	1
Document Management	1
EIG	1
EIQ	1
Contacts Out	1
Costing	1
Expenses	1
Input Forms	1
Output Forms	1
Pay Calculator	1
Staff Working Patterns	1
Rocket Software - Database Licences	57
Rocket Software - Middleware	12
Rocket Software - Middleware	41
Rocket Software – GUI Client	13

Cloud secure hosting of the above

1

“Additional Services”:

Services; a minimum of [REDACTED] under the CACI On-going Assistance Scheme as defined in the document attached here.

Cloud secure hosting in respect of the above.

SCHEDULE 2 – PRICING

Introduction

This document summarises the CACI proposal to extend the existing contract for the provision of Annual Support & Maintenance (ASM) for the CQC National Resource Planning Solution (NRPS) beyond the current contract end point of 30th June 2017.

The figures presented in this document are based on our understanding of a preferred CQC approach to renew the existing contract for one further year to 30th June 2018, with the option to re-let the contract for one further year to 30th June 2019 without consulting the market anew.

All figures in this document are quoted net of VAT.

On the basis of the continuing partnership between our organisations we are pleased to offer to waive the applicable RPI uplift for the year to 30th June 2017.

Cygnum Licensing ASM

The level of ASM currently charged is based on a proportionate calculation against the volume of Cygnum module, user and third party licences initially purchased. Additionally any new Cygnum modules or development work purchased over the lifecycle of the contract also attracts a corresponding ASM increment. We have detailed the breakdown of these elements for clarity below.

Cygnum Module ASM

This shows the CACI Cygnum software module licensing purchased initially and the corresponding calculated ASM contracted to:

Module	Standard Pricing ILF ¹	Discounted Pricing ILF	Saving	Annual Support & Maint (ASM)
Indexing				
Inspection Demand Modelling				
Inspection Auto-Scheduling				
Inspection Wallchart				
Inspection Management				
Timesheets				
Interface Engine				

¹ Initial License Fee

Workflow	[REDACTED]	
Business Rules Engine		
Portal Engine		
Document Management		
EIG		
EIQ		
Total	[REDACTED]	£37,500

Additionally the following modules and their proportionate ASM value were purchased following the initial project scoping:

Module	Standard Pricing ILF	Discounted Pricing ILF	Saving	Standard Pricing ASM
Contacts Out	[REDACTED]			
Costing (included under Inspection Management heading, above)				
Expenses (no additional cost to CQC as goodwill)				
Input Forms				
Output Forms				
Pay Calculator				
Staff Working Patterns				
Total	[REDACTED]	[REDACTED]	[REDACTED]	£13,500

Therefore total Cygnum Module ASM for the solution implemented = **£51,000**.

Cygnum User ASM

These are user licences needed to access the CACI Cygnum software. General access to Cygnum is through a web browser. User licences here are per head with, for ease of use, the unit cost proposed as a blended by role cost.

System Administration and Report writing access is via a GUI thin client. CACI Licences here are granted on a concurrent basis in line with the third party licensing model needed for this client (see Rocket Licences).

Annual Support and Maintenance is charged as a percentage on all user access as shown below:

CACI Licence Type	Description	Unit	Quantity	ILF (One-off)	Discounted @ 80%	ASM (Annual)
Cygnum WallChart – Resource Planning	Named user licences					
Web user (Inspectors, Managers, Timesheets)	Concurrent user licences					
Cygnum GUI Access (Sys Admin, Report Writers)	Concurrent user licences					
Totals						£19,875

No additional user licences have been purchased over the life of the contract to date, therefore total User ASM remains at £19,875

Total Cygnum Module ASM + User ASM = £70,875.

Third Party Licensing

The CACI OfficeBase solution uses a number of third party components from Rocket Software. These include the actual database, UniData, and some middleware layers to allow connections to the software. Licensing details for the proposed CQC solution with corresponding ASM charges are as follows:

3 rd Party Licence Type	Description	Unit	Quantity	ILF (One-off)	ASM (Annual)
Rocket Software - Database Licences	Rocket U2 UniData - Core database licences				
Rocket Software - Middleware	Rocket U2 Connection Pool licences (connects Web Server to UniData)				
Rocket Software - Middleware	Rocket U2 SBXA Licences (provides a business logic layer and connects GUI Clients to the software)				

Rocket Software – GUI Client	Rocket U2 SB Client Licences (provides a GUI thin client for Sys Admin access)		
Totals			£14,988

No additional third party licensing has been needed to date over the lifetime of the contract, therefore total Third Party Licencing remains at £14,988

Total Cygnum Module ASM + User ASM + Third Party ASM = **£85,863**.

NRPS Release 2

Although no licence fee was charged, the development work involved in the recent NRPS Release 2 project delivery attracts an ASM increment of **£7,725**.

It was agreed between CQC and CACI that Release 2 ASM would not be invoiced during the existing contract period to 30th June 2017, but that it would form part of the contract renewal beyond that point.

Total Cygnum Module ASM + User ASM + Third Party ASM + Release 2 ASM = **£93,588**.

RPI Uplift

The contracted ASM would at this stage typically be subject to a Retail Prices Index (RPI) uplift to take account of inflation.

At time of writing RPI is set at [REDACTED] therefore calculated as an uplift [REDACTED]

As a gesture of very-best-value to CQC, CACI are pleased to waive this uplift in the interests of a long-enduring partnership between our organisations, therefore reflecting a saving for CQC.

Note that an RPI uplift will be applied at the applicable rate at the time should CQC wish to renew for a further year from 30th June 2018.

Hosting

We propose that hosting continues via our partners Memset, therefore avoiding costs associated with moving infrastructure.

The cost for cloud hosting for 1 year from 1st July 2017 to 30th June 2018 is **£22,918**.

It is worth noting that CACI Ltd now offers hosting services to our clients in our corporate data centre, details attached here, which may be of interest should CQC wish to explore as an option. Going forward in future years we feel this option may provide better value for money.

Summary

The software annual support & maintenance element of the contract renewal, with associated cloud hosting, is thus summarised below:

Element	ASM	Savings	Final ASM
Cygnum Module ASM	[REDACTED]		
Cygnum User Licensing			
Third Party Licensing			
Release 2 increment			
RPI Uplift (3.1%)			
Cygnum ASM Totals			
Cloud Hosting			
Totals inc Hosting	[REDACTED]		£116,506

CACI Professional Services – Rate Card

Due to our commitment in working with CQC on on-going development of the NRPS solution we are pleased to offer the following rate card, with significant discounts available where CQC benefits from greater savings as more days are ordered.

The following table applies to orders placed in the timeframe from time of writing until 30th June 2018.

Service Type	Std. Day Rate (0-50 days)	Disc. Day Rate (51-200 days) ²	Disc.+ Day Rate (200+ days)
Project Management	[REDACTED]		
Requirements Analysis & Design Consultancy			
Implementation			
Software Engineering			
Quality Assurance			
Technical Consultancy			

² This is the discounted day rate extended to CQC as part of the original scope of delivery, extended to CQC in subsequent deals.



On-going Assistance Scheme

A CACI On-Going Assistance Scheme (OAS) is an economical and flexible method of delivering consulting and engineering through a long-term phase of continuous improvement. Our clients commit to a regular level of assistance (in terms of consulting person-days) and this is then provided at a reduction from our normal per-diem consultancy charges. The monthly commitment can be increased at any time (up to a CACI advised maximum) or revised downwards at six months' notice.

Standard terms are attached here for ease of reference.



20170629 CACI ES
Estimate E00108670C

Should CQC be willing to commit, by end June 2017, to a level of services days with CACI in the coming year from 1st July 2017 to 30th June 2018, we would be very pleased to extend an OAS at a day rate of [REDACTED] as detailed in the attached document

THE UNIVERSITY OF CHICAGO

SCHEDULE 3 – IMPLEMENTATION PLAN

Not Used.

SCHEDULE 4 - COMMERCIALY SENSITIVE INFORMATION

- 1.1 Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Contract following a Request for Information pursuant to Clause 7 (Freedom of Information).
- 1.2 In this Schedule the Parties have sought to identify the Contractor's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.
- 1.2 Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies.
- 1.3 Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, will consider the commercial interests exemption set out in s.43 of the FOIA to the Information listed below.

CONTRACTOR'S COMMERCIALLY SENSITIVE INFORMATION	DATE	DURATION OF CONFIDENTIALITY
Specification		7 years
The Contractor's proprietary and confidential details of technologies used in provision of the service		7 years
Pricing information		7 years
The Contractor's proprietary solution design		7 years

SCHEDULE 5 - CONTRACTOR AND THIRD PARTY SOFTWARE

CONTRACTOR SOFTWARE

For the purposes of this Schedule 5, “Contractor Software” means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services. “Third Party Software” means software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services including the software specified in this Schedule 5

Element
Cygnum Module ASM
Cygnum User Licensing
Third Party Licensing
Release 2 increment
RPI Uplift [REDACTED]
Cygnum ASM Totals
Cloud Hosting

SCHEDULE 6 - SECURITY REQUIREMENTS, POLICY AND PLAN

INTERPRETATION AND DEFINITION

For the purposes of this Schedule 6, unless the context otherwise requires the following provisions shall have the meanings given to them below:

“Breach of Security” means the occurrence of unauthorised access to or use of the Premises, the Premises, the Services, the Contractor System, or any ICT or data (including Authority Data) used by the Authority or the Contractor in connection with the Contract.

“Contractor Equipment” means the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub-Contractor (but not hired, leased or loaned from the Authority) for the provision of the Services;

“Contractor Software” means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services and which is specified as such in Schedule 5.

"ICT" means Information Communications Technology and includes a diverse set of technological tools and resources used to communicate, and to create, disseminate, store and manage information, including computers, the Internet, broadcasting technologies (radio and television), and telephony.

"Protectively Marked" shall have the meaning as set out in the Security Policy Framework.

"Security Plan" means the Contractor's security plan prepared pursuant to paragraph 3 an outline of which is set out in an Appendix to this Schedule 6.

"Software" means Specially Written Software, Contractor Software and Third Party Software.

"Specially Written Software" means any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Contract.

1. INTRODUCTION

This Schedule 6 covers:

- 1.1 principles of security for the Contractor System, derived from the Security Policy Framework, including without limitation principles of physical and information security;
- 1.2 wider aspects of security relating to the Services;
- 1.3 the creation of the Security Plan;
- 1.4 audit and testing of the Security Plan; and
- 1.5 breaches of security.

2. PRINCIPLES OF SECURITY

- 2.1 The Contractor acknowledges that the Authority places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the Premises and the security for the Contractor System. The Contractor also acknowledges the confidentiality of Authority Data.
- 2.2 The Contractor shall be responsible for the security of the Contractor System and shall at all times provide a level of security which:
 - 2.2.1 is in accordance with Good Industry Practice and Law;
 - 2.2.2 complies with Security Policy Framework; and
 - 2.2.3 meets any specific security threats to the Contractor System.
- 2.3 Without limiting paragraph 2.2, the Contractor shall at all times ensure that the level of security employed in the provision of the Services is appropriate to maintain the following at acceptable risk levels (to be defined by the Authority):
 - 2.3.1 loss of integrity of Authority Data;
 - 2.3.2 loss of confidentiality of Authority Data;

- 2.3.3 unauthorised access to, use of, or interference with Authority Data by any person or organisation;
- 2.3.4 unauthorised access to network elements, buildings, the Premises, and tools used by the Contractor in the provision of the Services;
- 2.3.5 use of the Contractor System or Services by any third party in order to gain unauthorised access to any computer resource or Authority Data; and
- 2.3.6 loss of availability of Authority Data due to any failure or compromise of the Services.
- 2.3.7 processing and storage of authority data within the UK or by exception within the EEA. Any processing outside of the UK must be subject to specific approval by the Authority.

3. SECURITY PLAN

- 3.1 The Contractor shall develop, implement and maintain a Security Plan to apply during the Contract Period (and after the end of the term as applicable) which will be approved by the Authority, tested, periodically updated and audited in accordance with this Schedule 7.
- 3.2 If the Security Plan is approved by the Authority it will be adopted immediately. If the Security Plan is not approved by the Authority the Contractor shall amend it within 10 Working Days of a notice of non-approval from the Authority and re-submit to the Authority for approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 15 Working Days (or such other period as the Parties may agree in writing) from the date of its first submission to the Authority. If the Authority does not approve the Security Plan following its resubmission, the matter will be resolved in accordance with clause 24 (Dispute Resolution). No approval to be given by the Authority pursuant to this paragraph 3.2 may be unreasonably withheld or delayed.
- 3.3 The Security Plan will set out the security measures to be implemented and maintained by the Contractor in relation to all aspects of the Services and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with:
 - 3.3.1 the provisions of this Schedule 5;
 - 3.3.2 the provisions of Schedule 1 relating to security;
 - 3.3.3 the Information Assurance Standards;
 - 3.3.4 the data protection compliance guidance produced by the Authority;
 - 3.3.5 the minimum set of security measures and standards required where the system will be handling Protectively Marked or sensitive information, as determined by the Security Policy Framework;
 - 3.3.6 any other extant national information security requirements and guidance, as provided by the Authority's IT security officers; and
 - 3.3.7 appropriate ICT standards for technical countermeasures which are included in the Contractor System.

- 3.4 The references to Quality Standards, guidance and policies set out in this Schedule shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such Quality Standards, guidance and policies, from time to time.
- 3.5 If there is any inconsistency in the provisions of the above standards, guidance and policies, the Contractor should notify the Authorised Representative of such inconsistency immediately upon becoming aware of the same, and the Authorised Representative shall, as soon as practicable, advise the Contractor which provision the Contractor shall be required to comply with.
- 3.6 The Security Plan will be structured in accordance with ISO/IEC27002 and ISO/IEC27001 or other equivalent policy or procedure, cross-referencing if necessary to other schedules of the Contract which cover specific areas included within that standard.
- 3.7 The Security Plan shall not reference any other documents which are not either in the possession of the Authority or otherwise specified in this Schedule 5.

4. AMENDMENT AND REVISION

- 4.1 The Security Plan will be fully reviewed and updated by the Contractor annually or from time to time to reflect:
- 4.1.1 emerging changes in Good Industry Practice;
 - 4.1.2 any change or proposed change to the Contractor System, the Services and/or associated processes;
 - 4.1.3 any new perceived or changed threats to the Contractor System;
 - 4.1.4 changes to security policies introduced Government-wide or by the Authority; and/or
 - 4.1.5 a reasonable request by the Authority.
- 4.2 The Contractor will provide the Authority with the results of such reviews as soon as reasonably practicable after their completion and amend the Security Plan at no additional cost to the Authority.
- 4.3 Any change or amendment which the Contractor proposes to make to the Security Plan (as a result of an Authority request or change to Schedule 1 or otherwise) shall not be implemented until Approved.

5. AUDIT AND TESTING

- 5.1 The Contractor shall conduct tests of the processes and countermeasures contained in the Security Plan ("Security Tests") on an annual basis or as otherwise agreed by the Parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the Authority.
- 5.2 The Authority shall be entitled to send a representative to witness the conduct of the Security Tests. The Contractor shall provide the Authority with the results of such tests (in an Approved form) as soon as practicable after completion of each Security Test.

- 5.3 Without prejudice to any other right of audit or access granted to the Authority pursuant to the Contract, the Authority shall be entitled at any time and without giving notice to the Contractor to carry out such tests (including penetration tests) as it may deem necessary in relation to the Security Plan and the Contractor's compliance with and implementation of the Security Plan. The Authority may notify the Contractor of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the delivery of the Services.
- 5.4 Where any Security Test carried out pursuant to paragraphs 5.2 or 5.3 reveals any actual or potential security failure or weaknesses, the Contractor shall promptly notify the Authority of any changes to the Security Plan (and the implementation thereof) which the Contractor proposes to make in order to correct such failure or weakness. Subject to Approval in accordance with paragraph 4.3, the Contractor shall implement such changes to the Security Plan in accordance with the timetable agreed with the Authority or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the Security Plan to address a non-compliance with the Security Policy Framework or security requirements, the change to the Security Plan shall be at no additional cost to the Authority. For the purposes of this paragraph, a weakness means a vulnerability in security and a potential security failure means a possible breach of the Security Plan or security requirements.

6. BREACH OF SECURITY

- 6.1 Either Party shall notify the other immediately upon becoming aware of any Breach of Security including, but not limited to an actual, potential or attempted breach, or threat to, the Security Plan.
- 6.2 Upon becoming aware of any of the circumstances referred to in paragraph 6.1, the Contractor shall immediately take all reasonable steps necessary to:
- 6.2.1 remedy such breach or protect the Contractor System against any such potential or attempted breach or threat; and
 - 6.2.2 prevent an equivalent breach in the future;
 - 6.2.3 collect, preserve and protect all available audit data relating to the incident and make it available on request to the Authority;
 - 6.2.4 investigate the incident and produce a detailed report for the Authority within 5 working days of the discovery of the incident.
- 6.3 Such steps shall include any action or changes reasonably required by the Authority. If such action is taken in response to a breach that is determined by the Authority acting reasonably not to be covered by the obligations of the Contractor under the Contract, then the Contractor shall be entitled to refer the matter to the Variation procedure set out in Clause 23 of this Contract.
- 6.4 The Contractor shall as soon as reasonably practicable provide to the Authority full details (using such reporting mechanism as may be specified by the Authority from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof.
- ## **7. CONTRACT EXIT – SECURITY REQUIREMENTS**
- 7.1 In accordance with Clause 14 of the Contract, on termination of the Contract, either via early termination or completion of the Contract then the Contractor will either return all

data to the Authority or provide a certificate of secure destruction using an industry and Authority approved method. Destruction or return of the data will be specified by the Authority at the time of termination of the Contract.

APPENDIX 1- OUTLINE SECURITY PLAN

SCHEDULE 7 - EXIT MANAGEMENT STRATEGY

Exit Management Strategy
[To be completed as applicable]

Schedule 8 –PSN Compliance

1. DELIVERY OF SERVICES

- 1.1. The Contractor shall ensure that the Services are PSN Compliant Services.
- 1.2. The Contractor shall ensure, at its cost and expense, that any PSN Services that it supplies, or are supplied by others, pursuant to this Contract
 - 1.2.1. shall have been awarded and retain at all times a PSN Compliance Certificate;
 - 1.2.2. are, and remain throughout the Contract Period, PSN Compliant;
 - 1.2.3. are delivered in accordance with the applicable Code of Practice.

2. ROLE OF THE PSN AUTHORITY

- 2.1. The Contractor warrants and undertakes that it shall, where specifically requested in writing by the PSN Authority acting on advice from the Infrastructure SIRO, immediately disconnect its Services from the PSN in such a way as the PSN Authority instructs where there is an event affecting national security, or the security of the PSN.
- 2.2. The Contractor acknowledges and agrees that the PSN Authority shall not be liable to it or any other party for any claims, proceedings, actions, damages, costs, expenses and any other liabilities of any kind which may arise out of, or in consequence of any notification pursuant to paragraph 2.1 above.
- 2.3. The Contractor acknowledges and agrees that the terms of this Schedule are for the benefit of and may be enforced by the PSN Authority, notwithstanding the fact that the PSN Authority is not a party to this agreement, pursuant to the Contracts (Rights of Third Parties) Act 1999.

"Code of Practice"	the obligations and requirements for Service Providers wanting to participate in the PSN together with all documents annexed to it and referenced within it, as set out in the Code Template;
"Code Template"	a template which sets out the governance, technical, security and other conditions against which PSN Compliance is verified, as published from time to time by the PSN Authority;
"Infrastructure SIRO"	The person who is accountable to the Cabinet Office for Information Assurance and risk management of the Public Services Network;
"PSN Compliance Certificate"	the certificate awarded to the individual customer environments,

	communications components and PSN Services that make up the PSN;
"PSN Compliant"	a state describing ongoing adherence to the rules, conditions, and obligations identified in a signed Code of Practice;
"PSN Operating Model"	the document produced and maintained by the PSN Authority which contains information relating to the PSN including the PSN Compliance Conditions, the PSN Environment and the PSN Security Model, and which shall be subject to change from time to time by the PSN Authority;
"PSN Service Provider"	an organisation that is supplying or is approved to supply PSN Services in accordance with a Code of Practice;
"PSN Service" or "PSN Services"	a service which is offered by a PSN Service Provider and for which a PSN Compliance Certificate has been awarded by the PSN Authority;
"PSN" or "Public Services Network"	the network of networks delivered through multiple service providers, as further detailed in the PSN Operating Model;
"PSN Authority"	the Government body which administers the PSN;

SCHEDULE 9 – KEY PERFORMANCE INDICATORS

[To be completed as applicable]

