



Home Office

Lot 4: Specialist Cloud Services G-Cloud Order : Variation Work-Package

Date	24 August 2016	Order Reference	PO 7351412 (To extend PO cover) HOB 086 (PMO) HOB002 (Variation Number)
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FROM:

Customer	Secretary of State for the Home Department "Customer"
Customer's Address	2 Marsham Street London SW1P 4DF
Invoice Address	Home Office Shared Service Centre HO Box 5015 Newport, Gwent NP20 9BB United Kingdom Tel: 08450 100125 Fax: 01633 581514 Email: post-room-rescan@homeoffice.gsi.gov.uk
Principal Contact	Name: Graham Camm Address 2 Marsham Street, London, SW1P 4DF Phone: 07826 954344 e-mail: graham.camm@homeoffice.gsi.gov.uk

TO:

Supplier	Dome Recruitment Ltd "Supplier"
Supplier's Address	1 Wey Court, Mary Road, Guildford, Surrey, GU1 4QU, United Kingdom
Account Manager	Name: Victoria Parker Address: 1 Wey Court, Mary Road, Guildford, Surrey, GU1 4QU Phone: 020 8780 2244 e-mail: Victoria.parker@domerecruitment.com

1. TERM

1.1 Commencement Date

This Call-Off Agreement which originally commenced on the 1st June 2015 and was signed on the 22nd June 2015 is hereby amended with effect from the date of signature of this variation.

1.2 Expiry Date

This Call-Off Agreement shall expire on:

1.2.2 31st May 2017 unless terminated earlier pursuant to Clause CO-9 of the Call-Off Agreement.

1.3 Services Requirements

1.3.1 This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services utilized by the Customer may vary from time to time during the course of this Call-Off Agreement, subject always to the terms of the Call-Off Agreement.

1.3.2 G-Cloud Services

The Ordered G-Cloud Services are in accordance with G-Cloud Service ID 5.G5.0779.004.

The SFIA level(s), SFIA skill(s) and resource days applicable to the Ordered G-Cloud Services are as provided at section 6.1 of this Order Form.

The deliverables applicable to the Ordered G-Cloud Services are as provided at section 1 2.1 of this Order Form.

G-Cloud Lot 4 (Specialist Cloud Services) applies to this Order.

1.3.3 Within this Call-Off Agreement the following expressions have the following meaning:

Deliverables means those documents, reports, programs or other items targeted from a Work Package and agreed in writing by the Parties.

Maximum Amount has the meaning given in Clause 6.1.2 of this Call-Off Agreement

Work Package means a project defined in writing and agreed by the Parties prior to any work commencing

1.3.4 With reference to clause 7 of the Supplier Terms, the IPR in the outputs of the engagement will be explicitly transferred to the Customer by the Supplier on delivery. The Customer has the right to disclose such outputs to third parties.

1.3.5 The Supplier has no claim on IPR created as part of the services in this Order (either

foreground or background) which rests solely with the Customer. The Supplier will be responsible for informing the Customer if any background IPR (whether Supplier-owned IPR or other proprietary IPR) is required for this Order. Unless authorised by the Customer, the Supplier will not introduce any Supplier-owned background IPR into the supplier deliverables from this Order (i.e. documents, reports, programs or other items). Supplier deliverables will not contain any background IPR that would restrict their use by the Customer.

1.3.6 Security clearance

All resources provided must hold a minimum of SC security clearance

1.3.7 All services provided under this Call-Off Agreement will be specified in a Work Package. Work Packages are subject to this Call-Off Agreement. In the event of any conflict between this Call-Off Agreement and a Work Package, this Call-Off Agreement shall take precedence. Any changes to the scope of work shall be agreed between the Parties and documented in revised versions of the affected Work Package.

1.3.8 Deliverables and associated acceptance criteria will be defined for each Work Package. The Deliverables and associated acceptance criteria will be attached as an Appendix to the signed G-Cloud Order, providing a full audit trail of the work package deliverables produced under each phase.

Acceptance Criteria

Unless otherwise defined for specific Deliverables or Work Packages, the Acceptance Criteria for the Deliverables, Work Packages or Work Products are as specified below:

All Deliverables, Work Pages or Work Products shall be error free, conform to the specifications and documentation, and as per Customer's requirements.

Supplier shall provide clear responses to all valid queries raised by Customer within five days of delivery of deliverable.

All Deliverables, Work Pages or Work Products shall contain accurate representation of current Customer data, as advised by Customer.

Acceptance Procedures

Customer shall have ten (10) Business Days following receipt of each Work Product to confirm Acceptance of the Work Product or notify Supplier of any failure of the Work Product to achieve Acceptance. If such notice is still not forthcoming at the end of this period, the Work Product will be deemed accepted.

Upon receipt of feedback from Customer in accordance with the foregoing paragraph, Supplier will revise the relevant Deliverables in accordance with such feedback and resubmit to Customer such Deliverables for Customer approval within 5 business days of its receipt of the revised Deliverable. Deliverables neither accepted nor rejected by the last day of the Acceptance period will be deemed accepted. Neither invoices nor payments will be subject to the above Acceptance and approval process. Customer shall have all remedies available to

it at law or equity for any Deliverables not conforming to required specifications.

All Deliverables provided by Supplier in any month pursuant to this Call-Off will be approved or rejected by Customer as per Acceptance procedures described above. Following receipt of any Deliverables from Supplier, Customer will either:

- Notify Supplier that Customer does not approve some or all of the Deliverables provided, citing specific areas of inaccuracy and / or gaps in such Deliverables and any other issues that Customer may have with respect to non-conformance of the deliverable to specifications; or
- Approve such Deliverables by notice in writing (which may be by email).

2. PRINCIPAL LOCATIONS

2.1 Principal locations where the services are being performed

Home Office Technology, 2 Marsham Street, London, SW1P 4DF, or Metro Point, Croydon, London or such other site of the Customer as may be agreed as expedient from time to time for performance of the Ordered G-Cloud Services.

3. STANDARDS

3.1 Quality Standards

The Supplier is expected to use best practice methodologies such as TOGAF.

Resources deployed by the Supplier to deliver the required services are expected to have the necessary TOGAF or equivalent architecture qualifications and subject matter specialism experience.

Deliverable and outcomes are expected to meet the agreed standards as set out in each individual work package.

The Supplier should demonstrate its compliance with relevant ISO quality and security standards to provide assurance of the quality of their approach.

Adherence to quality standards is to be reviewed monthly between the Customer and Supplier.

3.2 Technical Standards

All Supplier outputs must conform to Home Office technical standards, policies and

guidelines as applicable.

The Supplier is expected to work closely with strategy and programme teams, producing lessons learned, and ensuring compliance with policy and audit requirements.

Adherence to technical standards is to be reviewed monthly between the Customer and Supplier.

4. ONBOARDING

4.1 On-boarding

The Supplier will be supported in ensuring they have the access and support to deliver the G-Cloud Ordered Services.

The Supplier will be entirely responsible for supervision of all work activities to deliver the services required in this Order

5. CUSTOMER RESPONSIBILITIES

5.1 Customer's Responsibilities

Arrangement of security clearance(s) and site access as required by the Supplier.

Arrange access to technology and resources required by the Supplier, and as agreed with the Customer, throughout the term of the Call-Off Agreement.

Provide structured induction for individuals to allow them to operate within the context of Home Office Technology.

With reference to the Supplier Terms, clause 14 applies solely to employees of the Supplier and does not apply to contractors, sub-contractors or associates.

5.2 Customer's Equipment

n/a

6. PAYMENT

SFIA Level	SFIA Skill	Required Number of Days	Rate Card Day Rate (£)	Resource Sub-Total
5	Information Assurance/Information Security	250	£760	£190,000
Original order			Sub-Total	£190,000
5	Security Management	120	£650	£78,000

	- Network Security and architecture			
Additional order 14/09/2015			Sub-Total	£78,000
5	Information Assurance/Information Security	350	£760	£266,000
6	Strategy & Architecture	30	£990	£29,700
5	Solution development & implementation	30	£675	£20,250
5	Security Management – Network Security and architecture	50	£650	32,500
	Expenses			£5000
Variation order 001			Sub-Total	£353,450
Total current order			Total	£621,450
5	Information Assurance/Information Security	350	£760	£266,000
5	Security Management – Network Security and architecture	140	£650	£91,000
	Expenses			£5000
This Variation order			Sub-Total	£362,000
Total Charges (£)				£983,450

6.1 Payment profile and method of payment

- 6.1.1 In consideration of the provision of the Supplier's services, the Charges are calculated on a Time and Materials basis calculated in accordance with the rates set out in the Supplier's Standard Rate Card for Government Cloud Services for G-Cloud V subject to the maximum amount defined in the table in paragraph 6.1.5 which will not be exceeded unless authorised in writing by the Customer in advance ("Maximum Amount"). Pricing is based on the Service Management G-Cloud rates for the G-Cloud V Services specified in paragraph 1.3.7.
- 6.1.2 Any work which exceeds the Maximum Amount shall be subject to a further call-off agreement and/or a contract variation to this Call-Off Agreement. The Supplier shall be under no obligation to continue work under this Call-Off Agreement when the value of the Supplier's time and materials charges reaches the Maximum Amount.
- 6.1.3 The payment method is BACS (Bankers Automated Clearance Service). The Customer

shall make payment monthly in arrears by BACS after submission of a valid invoice by the Supplier.

6.1.4 The Maximum Amount of this Call-Off Agreement for the Ordered G-Cloud Services is **£983,450 (nine hundred and eighty-three thousand, four hundred and fifty pounds (GBR)) Excluding VAT**

The payment method is BACS (Bankers Automated Clearance Service). The Customer shall make payment monthly in arrears by BACS after submission of a valid invoice by the Supplier.

SFIA Level	SFIA Skill	Required Number of Days	Rate Card Day Rate (£)	Resource Sub-Total (£)
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	Expenses			£5000

This Variation order 002			Sub-Total	£362,000
Total Charges (£)				£983,450

6.1.5 Any revisions to the payment profile will be agreed in writing between the Parties. If additional services are required then agreement in writing will be obtained before commencement of any work on those additional services. If an agreed revision will result in costs exceeding the total Maximum Amount as per paragraph 6.1.4 then a change to the G-Cloud Order will be required to reflect increase in costs and paragraph 6.1.2 will apply.

6.2 Invoice format

Each month the Supplier will provide a report showing the Charges for the preceding month broken down by Milestone (as defined in 12.1), named resource, SFIA grade, SFIA rate and the number of days. The Supplier will submit and invoice only after the Customer has signed an Acceptance Certificate (AC) agreeing that the Chargeable days set out in the report have been delivered (such agreement not to be unreasonably withheld or delayed),.

The Supplier shall issue electronic invoices Monthly in arrears. The Customer shall pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph 6.2, the payment profile set out in paragraph 6.1 above and the provisions of this Call-Off Agreement.

7. DISPUTE RESOLUTION

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

For the Customer,: Home Office Commercial Director

For the Supplier: A Director.

7.2 Mediation Provider

Centre for Effective Dispute Resolution.

8. LIABILITY

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

8.1 The annual aggregate liability of either Party for all defaults resulting in direct loss of or damage to the property of the other Party (including technical infrastructure, assets, equipment or IPR but excluding any loss or damage to the Customer Data or Customer Personal Data) under or in connection with this Call-Off Agreement shall in no event exceed one million pounds sterling (£1,000,000).

8.2 The annual aggregate liability for all defaults resulting in direct loss, destruction, corruption, degradation or damage to the Customer Data or the Customer Personal Data or any copy of such Customer Data, caused by the Supplier's default under or in connection with this Call-Off Agreement shall in no event exceed one million pounds sterling (£1,000,000).

8.3 The annual aggregate liability under this Call-Off Agreement of either Party for all defaults shall in no event exceed the greater of one hundred thousand pounds sterling (£100,000) or one hundred and twenty five per cent (125%) of the Charges paid to the Supplier during the Call-Off Agreement Period.

9. INSURANCE

9.1 Minimum Insurance Period

Six (6) Years following the expiration or earlier termination of this Call-Off Agreement.

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

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

10. TERMINATION

10.1 Undisputed Sums Time Period

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

10.2 Termination Without Cause

At least thirty (30) Working Days in accordance with Clause CO-9.2 of the Call-Off Agreement.

11. AUDIT AND ACCESS

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

12. PERFORMANCE OF THE SERVICES AND DELIVERABLES

12.1 Implementation Plan and Milestones (including dates for completion)

12.1.1 The Implementation Plan as at the Commencement Date is set out below:

Specific deliverables are (see notes 1 & 2 below):

Work Stream	Milestone	Deliverables (bulleted list showing all deliverables (and associated tasks) required for each milestone)	Duration	Milestone Date	Customer Responsibilities

1	Security support to IABS technical refresh activity	Assurance and guidance as required in order to meet fiscal countermeasures.	6 months Spent: £20k COMPLETE	June 2016 HLD review complete, delivery assurance ongoing	Provide products for assurance and access to suppliers
1	Security support to IDENT1 technical refresh activity	Assurance and guidance as required	4 months Spent: £10k COMPLETE	Throughout the delivery period – in accordance with the delivery schedule	Provide products for assurance and access to suppliers
1	Security support to FABrIC /IDENT1 transitional activity	Assurance and guidance as required in order to meet service continuity approach	4 months Spent: £20k COMPLETE	Throughout the delivery period – in accordance with the delivery schedule	Provide products for assurance and access to suppliers
1	Create a tactical approach to risk acceptance/ escalation accounting for diverse stakeholder base.	An approach agreed by HOB Management and relevant accreditors	4 months Spent: £20k COMPLETE	Target end of June 2105	Enable access to stakeholders and subject matter experts

1	Creation of a HOB wide consolidated IA risk register.	An comprehensively populated risk register with status of existing risks	4 weeks Spent: £30k COMPLETE	End of Sept 2015 31/12/2015	Enable access to stakeholders and subject matter experts Enabled access to existing risk registers and risk treatment plans
2	Creation of a HOB security governance framework	A security framework that is accepted by HOB programme senior leaders	1 month Spent: £30k COMPLETE	End of Oct 2015	Enable access to stakeholders
2	Creation of a HOB Security Architecture framework in conjunction with HOB Roadmap activity	A security framework that is accepted by HOB and HOT leaders	1 month Spent: £12k COMPLETE	End of Oct 2015	Provide details of the HOB roadmap
2	Creation and delivery against a Security Plan to deliver the framework	A security framework that is accepted by HOB programme leaders	1 month Spent: £8k COMPLETE	Mid Oct 2015	
3	Security support and leadership to the Biometric Services Gateway Agile delivery project	Deliverables as described in note 1 below, these include: Assurance and guidance as required Security architecture document Security documentation Architecture decisions for technology selections	8 months Spent: £215k Projection: £25k (due to delayed go live date)	Oct 2016	Provide products for assurance and access to suppliers
3	Security support to the PKI Signing Service replacement project	Assurance and guidance as required	2 months Spent: £5k COMPLETED Solution outline review	01/08/2015	Provide products for assurance and access to suppliers

5	Implement security governance framework integrating the new G-Cloud components	<p>ToR for HOB Security working group</p> <p>Risk management approach defined and document template</p> <p>Risk appetite defined and agreed</p> <p>Security governance owners defined and in-place</p> <p>Identify gaps in NDNAD, IDENT1 and IABS ISMS</p> <p>Engage Accreditors and IAOs to agree risk management and accreditation approach</p> <p>More details described in Note 2</p>	<p>6 weeks</p> <p>Spent: £65,450</p> <p>COMPLETE</p>	31/12/2015	<p>Access to Accreditors</p> <p>Supply of Home Office, IABS and IDENT1 ISMS</p> <p>Access to stakeholders</p> <p>Access to risk management teams</p>
5	Security design for strategic DNA service	Security architecture deliverables as described in section 1 of Note 1 below	<p>4 months</p> <p>Spent: £35k</p> <p>Projection: £15k</p>	<p>31/09/2016</p> <p>(work delayed due to slower mobilization, no change in overall estimate to complete)</p>	<p>Access to stakeholders</p> <p>Definition of business requirements</p> <p>Access to solution architectures</p> <p>Access to suppliers</p>
5	Security design for HMPO facial matching service (phase 2)	Security architecture deliverables as described in section 1 of Note 1 below	<p>4 months</p> <p>Spent: £15k</p> <p>Projection: £30k</p>	<p>31/12/2016</p> <p>(work delayed due to business priorities, no change to estimate)</p>	<p>Access to stakeholders</p> <p>Definition of business requirements</p> <p>Access to solution architectures</p> <p>Access to suppliers</p>
4	Network implementation & migration support for HOB ** footnote 1	<ul style="list-style-type: none"> Low level designs to support the transition of IDENT1 to the PSN and PSN-P Low level designs to support the IDENT1 WAN 	<p>1 month</p> <p>Complete</p> <p>Spent: 20 days</p> <p>5 months</p>	<p>30 September 2015</p> <p>31 March 2016</p>	<p>Provide access to stakeholders.</p>

		<p>replacement (including E&W force connectivity as required). In line with the roll out plan.</p> <ul style="list-style-type: none"> • Support to and liaison with Accreditors • Delivery assurance (compliance with designs/ security/HOB technology roadmap alignment) – monthly review • Troubleshooting to resolve issues on the ground across 43 police forces and IDENT1 interface partners - monthly review • Early life support - scaling as forces transition to the new WAN. Monthly review <p>Knowledge transfer</p>	<p>Spent: 10 days</p> <p>2 months Spent: 5 days</p> <p>5 months Spent: 5 days</p> <p>5 months Spent: 20 days</p> <p>3 months Not started</p> <p>1 Month</p> <p>SPENT: £90k</p>	<p>31 March 2016</p> <p>31 March 2016</p> <p>31 March 2016</p> <p>01 October 2015-31 March 2016</p> <p>31st Feb – 31st March 2016</p>	
4	Operational security support (retrospective milestone reflecting changes to HOB scope)	<ul style="list-style-type: none"> • Support ITHC preparation, agreement of scope, analysis of results and remediation activities • Updates to SALs and SyOps • Chair the IABS SWG 	SPENT: £77k	31/08/2016	
	Security assurance for strategic DNA service	<ul style="list-style-type: none"> • Ongoing assurance of supplier deliverables including low level designs and 	Estimate: £61k	31/04/2017	

7	Knowledge transfer to Delivery Partner	<ul style="list-style-type: none"> • Handover security governance, processes and procedures and design documentation 	Estimate: £46k	31/04/2017	Ensure delivery partner provide suitable cleared and qualified resources
8	IDENT1 bureau WAN transition	<ul style="list-style-type: none"> • Low level design and transition support to forces • Knowledge transfer to Delivery Partner 	Estimate: £39k	31/12/2016	Engagement and management of Police forces technical teams
9	Network designs	<ul style="list-style-type: none"> • Low level design and connectivity for DNA to dev environment • Low level design and connectivity for DNA production cloud hosting environments • BSG Level 2 support network implementation • Migration of HOB Dev tooling to the cloud 	Estimate: £52k	31/03/2017	<p>Access to PLS technical team</p> <p>Access to cloud provider technical team</p>
10	BSG security assurance	<ul style="list-style-type: none"> • Assurance of supplier deliverables and support for go live and early life support 	Estimate: £11k	31/12/2016	
11	HOB security governance	<ul style="list-style-type: none"> • Preparation and support to the HOB Security Working Group 	Estimate: £27k	31/04/2016	Arrange stakeholders to attend the SWG and access to suppliers
12	HOB operational security	<ul style="list-style-type: none"> • Support ITHC preparation, agreement of scope, analysis of results and remediation activities • Updates to SALs and SyOps • Chair the IABS SWG 	Estimate: £57k	31/04/2016	

Work Stream 1: HOB Legacy Portfolio

Provide security management support to legacy IABS, BRP, PKI and IDENT1 portfolios:

- Manage security aspects of technical refreshes
- Manage security aspects of project deliveries
- Provide ITHC support, Remedial Actions Plans, informed review of RMADS
- Provide direct support to Corporate Security Department Accreditors
- Provide direct support to National Accreditors for Police Systems
- Create a risk governance/approval process for all systems within HOB scope in conjunction with SRO/SIRO.
- Establish residual risk registers and escalation cases
- Provide SME (Subject Matter Expertise) regarding Information Assurance
- Support HO Technology Operational Security colleagues, in establishing Security Working Groups for the systems within the HOB portfolio.

Work Stream 2: HOB Baseline Security Management

Creating a Home Office & Supplier 'security framework'

- HOB Security Lead to create a new governance framework for HOB programme
- Create a HOB Security Architecture to include:
 - Agreed risk appetite and common risk assessment approach
 - People security approach
 - Communication security approach
 - Development and maintenance approach
 - Operations Security approach
- As an outcome of the Security Architecture creation, prepare a HOB Security Plan
- Definition of Privacy Impact Analysis approach
- Provide security leadership with a baseline level of project delivery activity regarding biometric and PKI related projects within HOB
- Engage directly with Biometrics Design Authority and other Design Authorities in Home Office hub & spoke model

Work Stream 3: HOB Delivery – per project basis

NB – This delivery work stream is subject to change pending outcomes of fulfilment approach for each delivery project. Specific delivery milestones will be agreed for each project.

- Be the champion and focal point for security within the project and ensure a platform approach both within HOB and the HO group.
- Define (and where relevant - create) security collateral for each project, these may include (exact details will be declared for each project):
 - Privacy Impact Analyses (conduct/use as input for requirements)
 - Security Architecture activity for the project – including 'fit' for the project or release
 - Security Requirements (functional and non-functional)
 - Procurement activity (e.g. Digital Marketplace or traditional service based procurement), creation of Security Aspects Letters where required
 - Security Architecture Design - mapping components to requirements/product selection, following or creating architectural patterns and specifying recognised standards. Examples may include cloud-based protective monitoring approaches, forensic readiness, import/export architecture.
 - Definition of Assurance and/or Accreditation Strategies for multiple stakeholder groups
 - Technical security assurance activity, e.g. specifying ITHC scope(s), supervising procurements of assurance support, managing outcomes and remediation activity.
 - Assisting and shaping operational security outcomes as part of Service Transition

Note 1: Security architecture deliverables design and implementation activities

1. Security design
 - 1.1. Security architecture document
 - 1.2. Security risk discovery (workshops and documentation)
 - 1.3. Low level design covering; protective monitoring, audit capabilities, audit policies and technology selection
 - 1.4. Security Requirements (functional and non-functional)
 - 1.5. Support (G-Cloud procurement activities)
2. Management of IT Health Check
 - 2.1. Definition of ITHC scope
 - 2.2. Management of ITHC activities
 - 2.3. Creation and remediation activities and plans
 - 2.4. Creation and approval of risk treatment plan and residual risks
3. Security engineering for the solution and supporting environments; configuration of network and security components
4. Assurance of supplier deliverables
5. Ensure operational security outcomes are achieved as part of Service Transition from development into live service
6. Creation and approval of security documentation
 - 6.1. SyOps
 - 6.2. Security policies
 - 6.3. Security procedures
 - 6.4. Security Aspects Letters
7. Management of the Accreditation process
 - 7.1. Creation of Risk management and accreditation document set (light)
 - 7.2. Arrange approval and risk acceptances from IAO, SRO and Accreditation bodies.

Note 2 – Governance of security solutions

As the HOB systems components are built and go into live service the overall information assurance of the dis-aggregated services, including both the new G-Cloud components and legacy components, require management to ensure the controls and risk around the overall solution are understood and appropriate. The following deliverables are required.

1. Management of over-arching security governance for the integrated G-Cloud solutions that HOB comprises of, including touch points with HOB legacy systems
 - o Liaise and ensure approval of Corporate Security Department Accreditors
 - o Liaise and ensure approval of Provide direct support to National Accreditors for Police Systems

2. Creation and maintenance of an over-arching information assurance risk position (dashboard) reporting to the HOB SWG
3. Ensure the Home Office Technical Design Authorities are aware of the key security architecture decisions and approval is gained where required.
4. Ensure security architecture and technology selections fit with the Home Office Technology Stack.

12.1.2 If so required by the Customer, the Supplier shall produce within one (1) Month of the Commencement Date a further version of the Implementation Plan (based on the above plan) in such further detail as the Customer may reasonably require. The Supplier shall ensure that each version of the Implementation Plan is subject to Customer's written approval. The Supplier shall ensure that the Implementation Plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation transition and/or transformation of the Services.

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

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

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

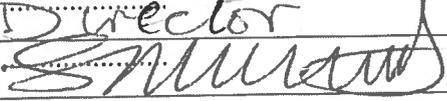
12.1.6 A summary of work that has been conducted on a time and materials basis towards longer-running deliverables will be provided to the Project Manager and/or Assignment Manager on a monthly basis in the form of a highlight report.

13. COLLABORATION AGREEMENT

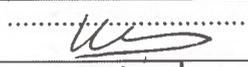
In accordance with Clause CO-20 of this Contract, the Customer **does not require** the Supplier to enter into a Collaboration Agreement.

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

For and on behalf of the Supplier:

Name and Title	Mr Steven Newbold
Position	Director
Signature	
Date	13/10/16

For and on behalf of the Customer:

Name and Title	MR VINCENT VOON
Position	HOB COMMERCIAL LEAD
Signature	
Date	14/10/16

CALL-OFF AGREEMENT TERMS AND CONDITIONS

THIS CONTRACT is made on the

BETWEEN

- (1) **Secretary of State for the Home Department** of 2, Marsham Street, London, SW1P 4DF (the "**Customer**");
- and
- (2) **Dome Recruitment Limited** of 1 Whey Court, 1 Wey Court, Mary Road, Guildford, Surrey, GU1 4QU a company registered in England (Registration Number 07536211). (the "**Supplier**").

IT IS AGREED AS FOLLOWS:

CO-1 OVERRIDING PROVISIONS

- CO-1.1 The Supplier agrees to supply the G-Cloud Services and any G-Cloud Additional Services in accordance with the Call-Off Terms, including Supplier's own terms and conditions as identified in Framework Schedule 1 (G-Cloud Services) and incorporated into this Call-Off Agreement.
- CO-1.2 In the event of and only to the extent of any conflict or ambiguity between the Clauses of this Call-Off Agreement, the provisions of the Schedules, any document referred to in the Clauses of this Call-Off Agreement (including Supplier's terms and conditions) and the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:
- CO-1.2.1 the Framework Agreement (excluding Framework Schedule 2)
 - CO-1.2.2 the Clauses of this Call-Off Agreement (excluding Supplier Terms);
 - CO-1.2.3 the completed Order Form;
 - CO-1.2.4 the Collaboration Agreement (Framework Schedule 7);
 - CO-1.2.5 the Supplier's terms and conditions as set out in the Framework Schedule 1 (G-Cloud Services); and
 - CO-1.2.6 any other document referred to in the Clauses of this Call-Off Agreement.
- CO-1.3 The Supplier acknowledges and accepts that the order of prevailing provisions as set out in Clause CO-1.2 above.

CO-2 PREVENTION OF BRIBERY AND CORRUPTION

- CO-2.1 If the Supplier breaches
- CO-2.1.1 Clauses FW-22.1 or FW-22.2 of the Framework Agreement; or,
 - CO-2.1.2 the Bribery Act 2010 in relation to the Framework Agreement
- the Customer may terminate this Call-Off Agreement.
- CO-2.2 The Parties agree that the Management Charge payable in accordance with Clause FW-9 does not constitute an offence under section 1 of the Bribery Act 2010.

CO-3 PROTECTION OF INFORMATION

3. HO Lot 4 GCloud Order - Dome – 24 August 2016

- CO-3.1 The provisions of this Clause CO-3, shall apply during the Call-Off Agreement Period and for such time as the Supplier holds the Customer Personal Data.
- CO-3.2 The Supplier shall and shall procure that Supplier'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 Call-Off Agreement.
- CO-3.3 To the extent that the Supplier is Processing the Order Personal Data the Supplier shall:
- CO-3.3.1 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
 - CO-3.3.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;
 - CO-3.3.3 promptly notify the Customer of any breach of the security measures to be put in place pursuant to this Clause; and
 - CO-3.3.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of its obligations under the DPA.
- CO-3.4 To the extent that the Supplier Processes Service Personal Data the Supplier shall:
- CO-3.4.1 Process Service Personal Data only in accordance with written instructions from the Customer as set out in this Call-Off Agreement;
 - CO-3.4.2 Process the Service Personal Data only to the extent, and in such manner, as is necessary for the provision of the G-Cloud Services or as is required by Law or any Regulatory Body;
 - CO-3.4.3 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;
 - CO-3.4.4 take reasonable steps to ensure the reliability of any Supplier Staff who have access to Service Personal Data;
 - CO-3.4.5 ensure that all Supplier 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;
 - CO-3.4.6 ensure that none of the Supplier Staff publish, disclose or divulge Customer's Personal Data to any third party unless necessary for the provision of the G-Cloud Services under the Call-Off Agreement and/or directed in writing to do so by the Customer;
 - CO-3.4.7 notify the Customer within five (5) Working Days if it receives:
 - CO-3.4.7.1 a request from a Data Subject to have access to Service Personal Data relating to that person; or

- CO-3.4.7.2 a complaint or request relating to the Customer's obligations under the Data Protection Legislation;
- CO-3.4.8 provide the Customer with full cooperation and assistance in relation to any complaint or request made relating to Service Personal Data, including by:
 - CO-3.4.8.1 providing the Customer with full details of the complaint or request;
 - CO-3.4.8.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Customer's instructions;
 - CO-3.4.8.3 providing the Customer with any Service Personal Data it holds in relation to a Data Subject (within the timescales required by the Customer); and
 - CO-3.4.8.4 providing the Customer with any information requested by the Data Subject.
- CO-3.5 The Supplier shall:
 - CO-3.5.1 permit the Customer or the Customer's Representative (subject to the reasonable and appropriate confidentiality undertakings), to inspect and audit the Supplier's data Processing activities (and/or those of its agents, subsidiaries and Sub-Contractors) or provide to the Customer 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 Customer to enable the Customer to verify and/or procure that the Supplier is in full compliance with its obligations under this Call-Off Agreement; and/or
 - CO-3.5.2 subject to Clause CO-3.6 agree to an appointment of an independent auditor selected by the Supplier to undertake the activities in Clause CO-3.5.1 provided such selection is acceptable to the Customer or Customer Representative (subject to such independent auditor complying with the reasonable and appropriate confidentiality undertakings).
- CO-3.6 The Supplier Shall:
 - CO-3.6.1 obtain prior written consent from the Customer in order to transfer Customer Personal Data to any other person (including for the avoidance of doubt any Sub-Contractors) for the provision of the G-Cloud Services;
 - CO-3.6.2 not cause or permit to be Processed, stored, accessed or otherwise transferred outside the EEA any Customer Personal Data supplied to it by the Customer without the prior written consent of the Customer. Where the Customer consents to such Processing, storing, accessing or transfer outside the European Economic Area the Supplier shall:
 - CO-3.6.2.1 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;
 - CO-3.6.2.2 comply with any reasonable instructions notified to it by the Customer and either:
 - CO-3.6.2.3 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 that the obligations set out in the Supplier Terms provide Adequate protection for Personal Data.

- CO-3.7 The Supplier shall not perform its obligations under this Call-Off Agreement in such a way as to cause the Customer to breach any of its applicable obligations under the Data Protection Legislation.
- CO-3.8 The Supplier acknowledges that, in the event that it breaches (or attempts or threatens to breach) its obligations relating to Personal Data that the Customer may be irreparably harmed (including harm to its reputation). In such circumstances, the Customer may proceed directly to court and seek injunctive or other equitable relief to remedy or prevent any further breach (or attempted or threatened breach).

CO-4 CONFIDENTIALITY

- CO-4.1 Except to the extent set out in this Clause or where disclosure is expressly permitted elsewhere in this Call-Off Agreement, each Party shall:
- CO-4.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
 - CO-4.1.2 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 Call-Off Agreement.
- CO-4.2 The Supplier may only disclose the Customer's Confidential Information to the Supplier Staff who are directly involved in the provision of the G-Cloud Services and who need to know the information, and shall ensure that such Supplier Staff are aware of and shall comply with these obligations as to confidentiality.
- CO-4.3 The Supplier shall not, and shall procure that the Supplier Staff do not, use any of the Customer's Confidential Information received otherwise than for the purposes of this Call-Off Agreement.
- CO-4.4 The provisions of Clauses CO-4.1 shall not apply to the extent that:
- CO-4.4.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under Clause CO-7 (Transparency) and the FOIA, the Ministry of Justice Code or the Environmental Information Regulations pursuant to Clause CO-6 (Freedom of Information);
 - CO-4.4.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - CO-4.4.3 such information was obtained from a third party without obligation of confidentiality;
 - CO-4.4.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Call-Off Agreement; or
 - CO-4.4.5 it is independently developed without access to the other Party's Confidential Information.
- CO-4.5 Nothing in this Call-Off Agreement shall prevent the Customer from disclosing the Supplier's Confidential Information (including the Management Information obtained under Clause FW-8 (Provision of Management Information) of the Framework Agreement):
- CO-4.5.1 for the purpose of the examination and certification of the Customer's accounts;

- CO-4.5.2 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources;
- CO-4.5.3 to any Crown body or any Other Contracting Body. All Crown bodies or Contracting Bodies receiving such Supplier's Confidential Information shall be entitled to further disclose the Supplier's Confidential Information to other Crown bodies or Other Contracting Bodies 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 any Contracting Body; or
- CO-4.5.4 to any consultant, contractor or other person engaged by the Customer (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.
- CO-4.6 In the event that the Supplier fails to comply with Clauses CO-4.1 to Clause CO-4.4, the Customer reserves the right to terminate this Call-Off Agreement with immediate effect by notice in writing.
- CO-4.7 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in performance of this Call-Off Agreement, the Supplier undertakes to maintain adequate security arrangements that meet the requirements of Good Industry Practice.
- CO-4.8 The Supplier will immediately notify the Customer of any breach of security in relation to Customer Confidential Information obtained in the performance of this Call-Off Agreement and will keep a record of such breaches. The Supplier will use its best endeavours to recover such Customer Confidential Information however it may be recorded. This obligation is in addition to the Supplier's obligations under Clauses CO-4.1 to Clause CO-4.4. The Supplier will co-operate with the Customer in any investigation that the Customer considers necessary to undertake as a result of any breach of security in relation to Customer Confidential Information.
- CO-4.9 Subject always to Clause CO-11.4 the Supplier shall, at all times during and after the Call-Off Agreement Period, indemnify the Customer and keep the Customer fully indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against the Customer arising from any breach of the Supplier's obligations under the DPA or this Clause CO-4 (Confidentiality) except and to the extent that such liabilities have resulted directly from the Customer's instructions.

CO-5 CUSTOMER DATA

- CO-5.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Customer Data.
- CO-5.2 The Supplier shall not store, copy, disclose, or use the Customer Data except as necessary for the performance by the Supplier of its obligations under this Call-Off Agreement or as otherwise expressly approved by the Customer.
- CO-5.3 The Supplier shall ensure that any system on which the Supplier holds any Customer Data, including back-up data, is a secure system that complies with the Supplier security policy.

STATUTORY OBLIGATIONS AND REGULATIONS

CO-6 FREEDOM OF INFORMATION

- CO-6.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with the Customer to enable the Customer to comply with its Information disclosure obligations.

CO-6.2 The Supplier shall:

CO-6.2.1 transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;

CO-6.2.2 provide the Customer with a copy of all Information, relating to a Request for Information, in its possession or control, in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may specify) of the Customer's request; and

CO-6.2.3 provide all necessary assistance as reasonably requested by the Customer to enable the Customer 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.

CO-6.3 The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Call-Off Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information (including Supplier's Confidential Information) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

CO-6.4 In no event shall the Supplier respond directly to a Request for Information unless authorised in writing to do so by the Customer.

CO-6.5 The Supplier acknowledges that the Customer 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 Supplier or the G-Cloud Services:

CO-6.5.1 in certain circumstances without consulting the Supplier; or

CO-6.5.2 following consultation with the Supplier and having taken its views into account;

provided always that where Clause CO-6.5.3 applies the Customer shall, in accordance with any recommendations of the Ministry of Justice Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

CO-6.5.3 The Supplier acknowledges that the description of information as Commercially Sensitive Information in Framework Schedule 6 (Interpretations and Definitions) is of an indicative nature only and that the Customer may be obliged to disclose it in accordance with this Clause CO-6.

CO-7 TRANSPARENCY

CO-7.1 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 Call-Off Agreement is not Confidential Information. The Customer shall be responsible for determining in its absolute discretion whether any of the content of this Call-Off Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

CO-7.2 Notwithstanding any other term of this Call-Off Agreement, the Supplier hereby gives its consent for the Customer to publish this Call-Off Agreement 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 Call-Off Agreement, to the general public.

CO-7.3 The Customer may consult with the Supplier to inform its decision regarding any redactions but the Customer shall have the final decision in its absolute discretion.

CO-7.4 The Supplier shall assist and cooperate with the Customer to enable the Customer to publish this Call-Off Agreement.

CO-8 OFFICIAL SECRETS ACTS

CO-8.1 The Supplier shall comply with and shall ensure that the Supplier Staff comply with, the provisions of:

CO-8.1.1 the Official Secrets Act 1911 to 1989; and

CO-8.1.2 Section 182 of the Finance Act 1989.

CO-8.2 In the event that the Supplier or the Supplier Staff fails to comply with this Clause, the Customer reserves the right to terminate this Call-Off Agreement with immediate effect by giving notice in writing to the Supplier.

CO-9 TERM AND TERMINATION

CO-9.1 This Call-Off Agreement shall take effect on the Effective Date and shall expire on:

CO-9.1.1 the date specified in paragraph 1.2 of the Order Form; or

CO-9.1.2 twenty four (24) Months after the Effective Date, whichever is the earlier, unless terminated earlier pursuant to this Clause CO-9.

CO-9.2 Termination without Cause

CO-9.2.1 The Customer shall have the right to terminate this Call-Off Agreement at any time by giving the length of written notice to the Supplier as set out in paragraph 10.2 of the Order Form.

CO-9.3 Termination on Change of Control

CO-9.3.1 The Supplier shall notify the Customer immediately if the Supplier 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 Customer immediately in writing of any circumstances suggesting that a Change of Control is planned or in contemplation. The Customer may terminate the Call-Off Agreement by notice in writing with immediate effect within six (6) Months of:

CO-9.3.1.1 being notified in writing that a Change of Control has occurred or is planned or in contemplation; or

CO-9.3.1.2 where no notification has been made, the date that the Customer 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.

CO-9.3.2 For the purposes of Clause CO-9.3.1, 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.

CO-9.4 Termination by Supplier

CO-9.4.1 If the Customer fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Customer in writing of such failure to pay and allow the Customer five (5) calendar days to settle undisputed invoice. If the Customer fails to pay such undisputed sums within allotted additional 5 calendar days, the Supplier may terminate this Call-Off Agreement subject to giving the length of notice as specified in paragraph 10.1 of the Order Form.

CO-9.5 Termination on Insolvency

CO-9.5.1 The Customer may terminate this Call-Off Agreement with immediate effect by notice in writing where the Supplier:

CO-9.5.1.1 being an individual, or where the Supplier 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:

CO-9.5.1.2 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

CO-9.5.1.3 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 Supplier's assets and such attachment or process is not discharged within fourteen (14) calendar days; or

CO-9.5.1.4 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983; or

CO-9.5.1.5 the Supplier suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

CO-9.5.2 being a company, passes a resolution, or the Court makes an order that the Supplier 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 Supplier 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 Supplier 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 Supplier 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.

CO-9.6 Termination on Material Breach

CO-9.6.1 The Customer may terminate this Call-Off Agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a Material Breach of any obligation under this Call-Off Agreement and if:

CO-9.6.1.1 the Supplier has not remedied the Material Breach within thirty (30) Working Days (or such other longer period as may be specified by the Customer) of written notice to the Supplier specifying the Material Breach and requiring its remedy; or

CO-9.6.1.2 the Material Breach is not, in the opinion of the Customer capable of remedy.

CO-9.7 Termination for repeated Default

CO-9.7.1 If there are two or more Defaults (of a similar nature) that will be deemed a breach for Material Breach. Where the Customer considers that the Supplier has committed a repeated Default in relation to this Call-Off Agreement or any part thereof (including any part of the G-Cloud Services) and believes that the Default is remediable, then the Customer shall be entitled to serve a notice on the Supplier:

CO-9.7.1.1 specifying that it is a formal warning notice;

CO-9.7.1.2 giving reasonable details of the breach; and

CO-9.7.1.3 stating that such breach is a breach which, if it recurs or continues, may result in a termination of this Call-Off Agreement or that part of the G-Cloud Services affected by such breach.

CO-9.7.2 If, thirty (30) Working Days after service of a formal warning notice as described in Clause CO-9.7, the Supplier has failed to demonstrate to the satisfaction of the Customer that the breach specified has not continued or recurred and that the Supplier has put in place measures to ensure that such breach does not recur, then the Customer may deem such failure to be a Material Breach not capable of remedy for the purposes of Clause CO-9.6.1.2.

CO-9.8 The termination (howsoever arising) or expiry of this Call-Off Agreement pursuant to this Clause 9 shall be without prejudice to any rights of either the Customer or the Supplier that shall have accrued before the date of such termination or expiry.

CO-9.9 Save as aforesaid, the Supplier shall not be entitled to any payment from the Customer after the termination (howsoever arising) or expiry of this Call-Off Agreement.

CO-10 CONSEQUENCES OF SUSPENSION, TERMINATION AND EXPIRY

CO-10.1 Where a Customer has the right to terminate a Call-Off Agreement, it may elect to suspend this Call-Off Agreement and its performance.

CO-10.2 Notwithstanding the service of a notice to terminate this Call-Off Agreement or any part thereof, the Supplier shall continue to provide the Ordered G-Cloud Services until the date of expiry or termination (howsoever arising) of this Call-Off Agreement (or any part thereof) or such other date as required under this Clause CO-10.

CO-10.3 Within ten (10) Working Days of the earlier of the date of expiry or termination (howsoever arising) of this Call-Off Agreement, the Supplier shall return (or make available) to the Customer:

CO-10.3.1 any data (including (if any) Customer Data), Customer Personal Data and Customer Confidential Information in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Customer (in which event the Customer will reimburse the Supplier'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 Customer, save that it may keep one copy of any such data or information for a period of up to twelve (12) Months to comply with its obligations under the Framework Schedule FW-5, or such period as is necessary for such compliance (after which time the data must be deleted); and

CO-10.3.2 any sums prepaid in respect of Ordered G-Cloud Services not provided by the date of expiry or termination (howsoever arising) of this Call-Off Agreement.

CO-10.4 The Customer and the Supplier shall comply with the exit and service transfer arrangements as per the Supplier's terms and conditions identified in Framework Schedule 1 (G-Cloud Services).

CO-10.5 Subject to Clause CO-11 (Liability), where the Customer terminates this Call-Off Agreement under Clause CO-9.2 (Termination without Cause), the Customer shall indemnify the Supplier against any reasonable and proven commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Call-Off Agreement, provided that the Supplier takes all reasonable steps to mitigate such loss. Where the Supplier holds insurance, the Supplier shall reduce its unavoidable costs by any insurance sums available. The Supplier shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Supplier as a result of termination under Clause CO-9.2 (Termination without Cause).

CO-11 LIABILITY

CO-11.1 Nothing in this Clause CO-11 shall affect a Party's general duty to mitigate its loss.

CO-11.2 Nothing in this Call-Off Agreement shall be construed to limit or exclude either Party's liability for:

CO-11.2.1 death or personal injury caused by its negligence or that of its staff;

CO-11.2.2 bribery, Fraud or fraudulent misrepresentation by it or that of its staff;

CO-11.2.3 any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or

CO-11.2.4 any other matter which, by Law, may not be excluded or limited.

CO-11.3 Nothing in this Call-Off Agreement shall impose any liability on the Customer in respect of any liability incurred by the Supplier to any other person, but this shall not be taken to exclude or limit any liability of the Customer to the Supplier that may arise by virtue of either a breach of the Call-Off Agreement or by negligence on the part of the Customer, or the Customer's employees, servants or agents.

CO-11.4 Subject always to Clause CO-11.2, the aggregate liability of either Party under or in connection with each Year of this Call-Off Agreement (whether expressed as an indemnity or otherwise):

CO-11.4.1 for all defaults resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to the Customer Personal Data or Customer Data) of the other Party, shall be subject to the financial limits set out in paragraph 8.1 of the Order Form;

CO-11.4.2 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 a sum equivalent to the financial limit set out in paragraph 8.3 of the Order Form.

CO-11.5 Subject always to Clause CO-11.4 the Customer shall have the right to recover as a direct loss:

- CO-11.5.1 any additional operational and/or administrative expenses arising from the Supplier's Default;
- CO-11.5.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Customer arising from the Supplier's Default; and
- CO-11.5.3 any losses, costs, damages, expenses or other liabilities suffered or incurred by the Customer which arise out of or in connection with the loss of, corruption or damage to or failure to deliver Customer Data by the Supplier.
- CO-11.6 The Supplier 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 Customer or by breach by the Customer of its obligations under the Call-Off Agreement.
- CO-11.7 Subject to Clauses CO-11.2 and Clause CO-11.5, in no event shall either Party be liable to the other for any:
- CO-11.7.1 loss of profits;
 - CO-11.7.2 loss of business;
 - CO-11.7.3 loss of revenue;
 - CO-11.7.4 loss of or damage to goodwill;
 - CO-11.7.5 loss of savings (whether anticipated or otherwise); and/or
 - CO-11.7.6 any indirect, special or consequential loss or damage.
- CO-11.8 The annual aggregate liability for all defaults resulting in direct loss, destruction, corruption, degradation or damage to the Customer Data or the Customer Personal Data or any copy of such Customer Data, caused by the Supplier's default under or in connection with this Call-Off Agreement shall be subject to the financial limits set out in paragraph 8.2 of the Order Form.

CO-12 INSURANCE

- CO-12.1 The Supplier 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 Supplier, arising out of the Supplier's performance of its obligations under this Call-Off Agreement, including death or personal injury, loss of or damage to property or any other loss (including the insurance policies specified in the relevant paragraph of the Order Form). Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the Call-Off Agreement Period and for the minimum insurance period as set out in paragraph 9 of the Order Form.
- CO-12.2 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under this Call-Off Agreement.

CO-13 PAYMENT, VAT AND CALL-OFF AGREEMENT CHARGES

- CO-13.1 In consideration of the Supplier's performance of its obligations under this Call-Off Agreement, the Customer shall pay the Charges in accordance with the Clause CO-13.2 to CO-13.8.

- CO-13.2 The Customer shall pay all sums properly due and payable to the Supplier in cleared funds within the time period specified in paragraph 6 of the Order Form.
- CO-13.3 The Supplier shall ensure that each invoice contains all appropriate references and a detailed breakdown of the G-Cloud Services supplied and that it is supported by any other documentation reasonably required by the Customer to substantiate the invoice.
- CO-13.4 Where the Supplier 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 Supplier 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.
- CO-13.5 The Supplier shall add VAT to the Charges at the prevailing rate as applicable.
- CO-13.6 The Supplier shall fully indemnify the Customer on demand and keep the Customer 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 Customer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Call-Off Agreement. Any amounts due under this Clause CO-13 shall be paid by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.

The Supplier shall not suspend the supply of the G-Cloud Services unless the Supplier is entitled to terminate this Call-Off Agreement under Clause CO-9.4 for Customer's failure to pay undisputed sums of money. Interest shall be payable by the Customer 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).

- CO-13.7 In the event of a disputed invoice, the Customer shall make payment in respect of any undisputed amount in accordance with the provisions of Clause CO-13 of this Call-Off Agreement and return the invoice to the Supplier 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 Supplier shall respond within ten (10) Working Days of receipt of the returned invoice stating whether or not the Supplier accepts the Customer's proposed amendments. If it does then the Supplier shall supply with the response a replacement valid invoice.
- CO-13.8 [The Supplier shall accept the Government Procurement Card as a means of payment for the G-Cloud Services where such card is agreed with the Customer to be a suitable means of payment. The Supplier shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the Customer.]

CO-14 GUARANTEE

- CO-14.1 Where the Customer has specified in the Order Form that this Call-Off Agreement shall be conditional upon receipt of a guarantee from the Guarantor, the Supplier shall deliver to the Customer an executed guarantee from the Guarantor, on or prior to the Commencement Date; and deliver to the Customer a certified copy of the passed resolution and/or board minutes of the Guarantor approving the execution of the guarantee

CO-15 FORCE MAJEURE

- CO-15.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Call-Off Agreement to the extent that such delay or failure is a result of Force Majeure.

CO-15.2 Notwithstanding Clause CO-15.1, each Party shall use all reasonable endeavours to continue to perform its obligations under the Call-Off Agreement for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under this Call-Off Agreement for a period in excess of one hundred and twenty (120) calendar days, either Party may terminate this Call-Off Agreement with immediate effect by notice in writing to the other Party.

CO-16 TRANSFER AND SUB-CONTRACTING

CO-16.1 The Supplier shall not assign, novate, sub-contract or in any other way dispose of this Call-Off Agreement or any part of it without the Customer's prior written approval which shall not be unreasonably withheld or delayed. Sub-Contracting any part of this Call-Off Agreement shall not relieve the Supplier of any obligation or duty attributable to the Supplier under this Call-Off Agreement.

CO-16.2 The Supplier shall be responsible for the acts and omissions of its Sub-Contractors as though they are its own.

CO-16.3 The Customer may assign, novate or otherwise dispose of its rights and obligations under the Call-Off Agreement or any part thereof to:

CO-16.3.1 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 Customer; or

CO-16.3.2 any private sector body which substantially performs the functions of the Customer

provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under the Call-Off Agreement.

CO-17 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

CO-17.1 A person who is not party to this Call-Off Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Call-Off Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

CO-18 LAW & JURISDICTION

CO-18.1 This Call-Off Agreement 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 FW-14 or CO-22 (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.

CO-19 ADDITIONAL G-CLOUD SERVICES

CO-19.1 The Customer may require the Supplier to provide the Additional G-Cloud Services. The Supplier acknowledges that the Customer is not obliged to take any Additional G-Cloud Services from the Supplier and that there is nothing preventing the Customer from receiving services that are the same as or similar to the Additional G-Cloud Services from any third party.

CO-19.2 The Supplier shall provide Additional G-Cloud Services in accordance with any relevant Implementation Plan(s) and the Supplier shall monitor the performance of such services against the Implementation Plan(s).

CO-20 COLLABORATION AGREEMENT

CO-20.1 Where the Customer has specified in paragraph 13 of the Order Form that the Customer requires the Supplier to enter into a Collaboration Agreement, [the Supplier shall deliver to the Customer an executed Collaboration Agreement][a Collaboration Agreement should be executed between the Parties, on or prior to the Commencement Date].

CO-20.2 In addition to its obligations under any Collaboration Agreement, the Supplier shall:

CO-20.2.1 work pro-actively with each of the Customer's contractors in a spirit of trust and mutual confidence;

CO-20.2.2 in addition to its obligations under the Collaboration Agreement the Supplier shall cooperate with the Customer's contractors of other services to enable the efficient operation of the ICT services; and

CO-20.2.3 assist in sharing information with the Customer's contractors for the purposes of facilitating adequate provision of the G-Cloud Services and/or Additional G-Cloud Services.]

CO-21 VARIATION PROCEDURE

CO-21.1 The Customer may request in writing a variation to this Call-Off Agreement provided that such variation does not amount to a material change of the Framework Agreement and is within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "Variation".

CO-21.2 The Supplier shall notify the Customer immediately in writing of any changes proposed or in contemplation in relation to G-Cloud Services or their delivery by submitting Variation request. For the avoidance of doubt such changes would include any changes within the Supplier's supply chain.

CO-21.3 In the event that:

- (a) Either Party is unable to agree (agreement shall not be unreasonably withheld or delayed) to or provide the Variation;
- (b) the Customer may:
 - (i) agree to continue to perform its obligations under this Call-Off Agreement without the Variation; or
 - (ii) terminate this Call-Off Agreement by mutual agreement within 30 days with immediate effect.

CO-22 DISPUTE RESOLUTION

CO-22.1 The Customer and the Supplier shall attempt in good faith to negotiate a settlement of any dispute between them arising out of or in connection with this Call-Off Agreement 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 Customer Representative and the Supplier Representative.

CO-22.2 If the dispute cannot be resolved by the Parties pursuant to this Clause, the Parties shall refer it to mediation unless the Customer considers that the dispute is not suitable for resolution by mediation.

CO-22.3 If the dispute cannot be resolved by mediation the Parties may refer it to arbitration.

CO-22.4 The obligations of the Parties under this Call-Off Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation or arbitration pursuant to this Clause and the Supplier and Supplier's Staff shall continue to comply fully with the requirements of this Call-Off Agreement at all times.

CO-23 INTELLECTUAL PROPERTY

CO-23.1 IPR created or developed by the Supplier within the provision of the G-Cloud Services ('Foreground IPR') and rights to such IPR will be owned by the Customer.

CO-23.2 Upon completion of the G-Cloud Services and on receipt of payment in full by the Customer, the Customer will ensure that all Foreground IPR is assigned, as required, to the Customer.