

Contents

Schedule 1: Call-Off Terms	2
CO-1 OVERRIDING PROVISIONS	13
CO-2 PREVENTION OF BRIBERY AND CORRUPTION	13
CO-3 PROTECTION OF INFORMATION	13
CO-4 CONFIDENTIALITY	15
CO-5 CUSTOMER DATA	17
CO-6 FREEDOM OF INFORMATION	17
CO-7 TRANSPARENCY	18
CO-8 OFFICIAL SECRETS ACTS	18
CO-9 TERM AND TERMINATION	18
CO-10 CONSEQUENCES OF SUSPENSION, TERMINATION AND EXPIRY	20
CO-11 LIABILITY	21
CO-12 INSURANCE	22
CO-13 PAYMENT, VAT AND CALL-OFF AGREEMENT CHARGES	22
CO-14 GUARANTEE	23
CO-15 FORCE MAJEURE	23
CO-16 TRANSFER AND SUB-CONTRACTING	23
CO-17 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	24
CO-18 LAW & JURISDICTION	24
CO-19 ADDITIONAL G-CLOUD SERVICES	24
CO-20 VARIATION PROCEDURE	24
CO-21 DISPUTE RESOLUTION	25
Schedule 8: Implementation Plan.....	26
Schedule 9: PSN Compliance	27
S9-1 DELIVERY OF SERVICES	27
S9-2 ROLE OF THE PSN AUTHORITY.....	27

Schedule 1: Call-Off Terms

Date	31-OCT-2015	Order Reference	DATTGCO-003 / 00112695
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FROM:

Customer	Cabinet Office " Customer "
Customer's Address	Boundary Commission for England, 35 Great Smith Street, London, SW1P 3BQ
Invoice Address	REDACTED
Principal Contact	Name: REDACTED Address: 35 Great Smith Street, London, SW1P 3BQ Phone: REDACTED e-mail: REDACTED Fax: N/A

TO:

Supplier	Informed Solutions Ltd " Supplier "
Supplier's Address	The Old Bank, Old Market Place, Altrincham, Cheshire, WA14 4PA
Account Manager	Name: REDACTED Address: The Old Bank, Old Market Place, Altrincham, Cheshire, WA14 4PA Phone: REDACTED e-mail: REDACTED

1. TERM	
1.1 Commencement Date	
This Call-Off Agreement commences on: 01/11/2015	
1.2 Expiry Date	
This Call-Off Agreement shall expire on:	
1.2.1 31/10/2017; or	
1.2.2	the second (2) anniversary of the Commencement Date; whichever is the earlier, unless terminated earlier pursuant to Clause CO-9 of the Call-Off Agreement.
1.3 Services Requirements	
1.3.1	This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services utilized by 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	
1.3.2.1 Lot1 IaaS	N/A;
1.3.2.2 Lot 2 PaaS	N/A;
1.3.2.3 Lot 3 SaaS	N/A;
1.3.2.4 Lot 4 Specialist G-Cloud Services	InformedINSIGHT - Geographic Information Services (Service ID: 5711 6804 2831 0528).
1.3.2.5 G-Cloud Additional Services	

2. PRINCIPAL LOCATIONS
2.1 Principal locations where the services are being performed
REDACTED

3. STANDARDS
3.1 Quality Standards
<p>Quality Management Methodology</p> <p>Informed Solutions is BSI ISO 9001:2008 accredited. Our approach to quality management is to ensure compliance with our BSI ISO 9001:2008 certified quality management system (QMS) which strictly controls and monitors the quality of all aspects of our business, including services and systems provided to our clients.</p> <p>We place great importance on quality management and we recognise its importance in maintaining our outstanding reputation for delivering high quality deliverables. Our approach is to manage quality as an integral part of each deliverable; ensuring quality management is „built-in“ not „bolted-on“. The approach is underpinned by our robust, proven, externally accredited and continually monitored QMS.</p> <p>All assignment delivery is undertaken according to PRINCE2 / Agile standards, and in line with our QMS, by suitably accredited practitioners. We ensure delivery quality and timeliness through adherence to a set of best-practice procedures. Specifically we ensure that all deliverables, including documents, reports and systems,</p>

undergo stringent quality assurance both within the delivery teams, and through ISO 14001 Environmental Management System

Information Security Management

Informed Solutions is BSI ISO 27001:2013 accredited. Our approach to Information Security Management is to ensure compliance with our BSI ISO 27001:2013 certified Information Security Management System (ISMS), which strictly controls and monitors the Confidentiality, Integrity and Availability of all aspects of our business, including services and systems provided to our clients.

Environmental Management

Informed Solutions is committed to continually improving our environmental performance, preventing or minimising any negative impacts of our daily business activities on the environment, and using energy and materials effectively in the provision of our services.

As evidence of this commitment, Informed Solutions operates an Environmental Management System (EMS) which is accredited to ISO14001:2004. We would be happy to supply a copy of our certificate upon request.

3.2 Technical Standards

The contract shall be delivered in accordance with ITIL best practice.

PSN Compliance is not required.

4. ONBOARDING

4.1 On-boarding

N/A

5. CUSTOMER RESPONSIBILITIES

5.1 Customer's Responsibilities

5.1.1 Initial Investigation of Incidents

5.1.1.1 The Customer will submit Service Management calls only via their Service Desk agents, and only to the contact point provided by the Supplier

5.1.1.2 The Customer will ensure that the Incident description template provided by the Supplier is completed with as much information as possible prior to submission to the Supplier

5.2 Customer's equipment

The customer is responsible for the support of its own infrastructure, network and desktop assets, including suitably configured client-side infrastructure (e.g. laptops) and suitably configured network infrastructure (e.g. to enable connection to cloud-based elements of the solution).

6. PAYMENT

6.1 Payment profile and method of payment

The **Initial Contract Value** will be £74,000, made up as follows:

Service Management Category	Total Annual Charge	Total Monthly Charge
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BCE Service Desk, 'BCE Application' Support 'GIS Technology Stack' patching and upgrades 'Customised Application Software' patching and upgrades (excluding Enhancements as detailed in clause 12.2)	£REDACTED	£REDACTED
Server Hosting Costs	£REDACTED	£REDACTED
Total Annual Support Charges	£REDACTED	£REDACTED

Charges payable by the Customer (including any applicable discount but excluding VAT) will be paid by BACS.

Payment profile will be:

For the period 01-Nov-2015 to 31-Mar-2016: £REDACTED

For the period 01-Apr-2016 to 31-Mar-2017: £REDACTED

For the period 01-Apr-2017 to 31-Oct-2017: £REDACTED

6.1.1 Annual in advance for the Total Support Charges

6.2 Invoice format

The Supplier shall issue invoices Annually in advance as follows:

Paper invoices to be sent to the Invoice Address quoted above and

Electronic invoices to be emailed to the Principal Contact quoted above

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 Representative to whom disputes should be escalated to:

Customer: REDACTED – Chairman.

Supplier: REDACTED (Head of Commercial and Estate Management at Civil Service Cabinet Office)

7.2 Mediation Provider

Centre for Effective Dispute Resolution.

8. LIABILITY

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

8.1 The annual aggregate liability of either Party for all defaults resulting in direct loss of or damage to the property of the other Party (including technical infrastructure, assets, equipment or IPR but excluding any loss or damage to the Customer Data or Customer Personal Data) under or in connection with this Call-Off Agreement shall in no event exceed 125% of the Charges payable by the Customer to the Supplier.

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 125% of the Charges payable by the Customer to the Supplier during the Call-Off Agreement Period.

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 £100,000 or one hundred and twenty five per cent (125%) per cent of the Charges payable by the Customer 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 Clause 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 Service Management

12.1.1 Application

The Supplier will provide support for both the customised applications developed to meet the requirements of the Customer and the underlying GIS technology stack.

The 'Customised Application Software' consists of the following components:

REDACTED custom plugins:

REDACTED

'GIS Technology Stack' consists of the following components:

Desktop GIS:

REDACTED

Mapping server:

REDACTED

Spatial databases:

REDACTED

The '**BCE Application**' comprises of the '**Customised Application Software**' and the '**GIS Technology Stack**'

12.1.1.1 Intellectual Property

The Customer will retain ownership of Intellectual Property in the Customised Application Software

12.1.2 Server Hosting Service

The BCE Application will be hosted on **REDACTED** infrastructure, and the Supplier shall be responsible for the provision of the Hosting Service, including the following back-up, restore and disaster recovery arrangements:

Back-up: Daily

Restore: within 48 hours

Disaster Recovery: within 48 hours

12.1.3 Application and Server Hosting Support

12.1.3.1 The services described in this Agreement as being performed by the Supplier may, at the sole discretion of the Supplier, be carried out either by the Supplier or by its appointed agents. The Supplier agrees to notify the Customer of the names of any agents appointed by the Supplier to carry out the terms of this Agreement on its behalf.

12.1.3.2 The services may be carried out at the Supplier's option by telephone discussion, email, remote login, where agreed and applicable, and diagnostics, attendance at the Customer's address or other methods deemed appropriate.

12.1.3.3 The Supplier shall provide during Standard Service Hours a consultation service to aid the Customer in the installation, operation, configuration and administration of the Customised Application Software where such use cannot reasonably be interpreted from the manuals or the prompts of the Application, as well as the Hosting service for the Customised Application Software. The Service Desk service will include, but not be limited to:

- Incident diagnosis, identification and isolation;
- Incident resolution;
- Incident management, monitoring and maintaining current status of open calls.
- General queries, including the recording of requests for enhancements to the Customised Application Software and service improvements, which are to be delivered in-line with 12.2 Application Enhancement.

Standard Service Hours are defined as the hours from 9.00am to 5.30pm on Mondays to Fridays, excluding UK Bank and Public Holidays

12.1.3.4 The Service Desk will provide a mechanism for recording details of Customer's calls and will respond to such calls as detailed in Table 1 below. Calls received by the Supplier will be ranked according to the severity of the impact to the Customer's business as detailed in Table 1 below. Upon receipt by the Supplier of notification from the Customer that the Software has failed or is malfunctioning, the Supplier shall provide an initial response and an escalation mechanism as detailed in Table 1 below.

The Service Desk service:

1. Provides a call responding and handling service within Standard Service Hours.
2. Provides an email call handling service, including out of hours with response during Standard Service Hours
3. First line call recording and end-to-end coordination within the Supplier's PRISM online Service Tool
4. Call qualification, categorisation and prioritisation
5. Management of appropriately skilled resources to address calls
6. Necessary communications with third party product vendors.

Incident Management service:

BCE Application Incident Management

Developing and deploying all necessary fixes and workarounds.

Hosting Services

12.1.3.5 Response Times

Upon receipt by the Supplier of notification from the Customer by email or telephone that the BCE Application or Hosting Service has failed or is malfunctioning, the Supplier shall provide an initial response and an escalation mechanism as defined in Table 1.

12.1.3.6 Corrective Action

It is acknowledged that it is not practical to guarantee specific fix times for software problems. The times given in the Service Management Schedule represent target times which The Supplier will make best endeavours to achieve.

For Customised Application Software enhancement requests, The Supplier shall periodically review such requests and notify the Customer of the result of that review. The implementation of software enhancements is outside the scope of this Service Management clause 12.1 (see clause 12.2)

In all cases The Supplier shall keep the Customer informed of progress made towards resolution and shall provide the Customer with regular status reports of all outstanding calls logged by the Customer.

12.1.3.7 Call Prioritisation

Level 1 - Emergency calls. The Supplier shall give continuous attention during Standard Service Hours, and shall within 4 hours take whatever corrective action is necessary to either resolve the incident or reduce its impact to priority "Serious" or "Inconvenient/Minor".

Level 2 - Serious calls. The Supplier shall within 6 hours take whatever corrective action is necessary to either resolve the incident or reduce its impact to priority "Inconvenient/Minor"

Level 3 - Inconvenient/Minor calls. The Supplier shall within 5 days determine what corrective action is necessary to remedy the error and provide advice to the Customer accordingly.

The target time for completing an initial investigation of all calls is set out in Table 1 of this Agreement.

Table 1 - Fault Resolution Targets

Level	Description	Initial Response	Escalation Level 1 (Target Fix time)	Escalation Level 2
1	Emergency e.g. Loss of entire software environment or irrecoverable data loss or corruption.	1 hour	4 hours	3 days
2	Serious e.g. Loss of a major functional component.	4 hours	8 hours	10 days
3	Inconvenient / Minor e.g. A function does not operate as expected.	8 hours	5 days	30 days

Notes:

Initial Response: The Customer receives an initial call back from one of the Supplier's Service Management consultants who attempts to resolve the incident.

Escalation Level 1: In the event of the Initial Response not resolving the incident, the Supplier will escalate the incident internally or with the relevant third party to seek resolution.

Target Fix time: In the event of the Initial response not resolving the incident, these are the times within which the Customer would reasonably expect the resumption of service

Escalation Level 2: In the event of the first level of escalation not resolving the incident the matter will be brought to the attention of the Supplier's Managing Director who will initiate further action.

In the event of the Customer not being satisfied with the Supplier's performance under the service level agreement, and the Supplier not showing reasonable endeavours to address any performance concerns the Customer may reasonably have, then the Customer may escalate the matter within the Supplier. In the event of escalation being invoked, the Customer should set out their concerns in writing to:

Email: **REDACTED**

and depending on the level of escalation, copy the following people.

Escalation Level	Job Title	Contact Details
1	Service Delivery Manager	REDACTED REDACTED
2	Managing Director	REDACTED REDACTED

This notification in writing, should not preclude other verbal or written communications designed to address the matters in question and at all times the Customer and the Supplier will work in good faith to reach satisfactory resolution

12.1.3.8 Software and Documentation Updates

The Customer shall be entitled to all enhanced and corrected versions of the BCE Application which the Supplier may from time to time release. The process for agreeing the patching and upgrade cycle for the BCE Application will be agreed and documented by the Customer and Supplier.

The Customer shall be entitled to one copy per installation site, of all new releases of documentation pertinent to the Customised Application Software.

12.1.3.9 SLA Management service covers:

1. Regular review and agreement of call priorities with the Customer (including the escalation mechanism)
2. Regular reporting of open calls and progress with the Customer (which will include some basic analysis on call types, volumes and underlying issues/concerns)
3. Assurance of performance against SLA and any contractual obligations
4. Quarterly SLA Management Reviews including reporting and Review

12.2 Application Enhancement

The Customer may request from time to time and the Supplier may agree that Changes are required to the BCE Application. With agreement from the Customer, the Supplier will implement these Changes in one of the following ways. Such Changes may result in a variation to Service Management charges set out in paragraph 6.1 and in such circumstances the Customer will be notified prior to the Change being implemented. Where chargeable such changes will be costed using the Suppliers G-Cloud rate card:

REDACTED

12.2.1 Small Service Improvements. Suitable for low complexity work, such as basic functional or cosmetic enhancements. Small Service Improvements are undertaken on a time and materials basis against a valid call-off purchase order, a pre-agreed Minor Customisation and Enhancement provision or other pre-existing approved billing reference. An e-mail will be sent from the Supplier's Service Desk to the authorised Customer's Principal Contact containing the estimated level of effort and a return email accepting this estimate from the authorized representative of the Client is sufficient to initiate activities. The following Small Service Improvement effort bandings are available against which work can be commissioned:

0 to 10 days;
10 to 20 days;
20 to 30 days;
30 to 40 days;
40 to 50 days; and,
50 to 100 days.

12.2.2 Large Service Improvements. A two stage process for large or technically complex changes that includes a rapid or full impact assessment of the Change on the Software. Firstly a Notification of Change (NoC) document is produced which summarises the request and specifies the level of effort that is required to produce a Request for Change (RfC) document. The RfC will fully qualify, specify and cost the implementation of the improvement. On written approval by the authorised Customer representative, work will commence to schedule, develop, test, and deploy the Change. Large Service Improvements can be undertaken on a fixed price, firm price or time and materials basis.

12.2.3 Standard Changes efficiently deliver activities which are identified as being required more than once, either on a diarised or ad hoc basis. A prerequisite for such standard change is that an RfC must have been completed defining the scope, approach and cost of such a change. Once specified in this manner they may be triggered through the exchange of pre-agreed e-mails between authorised The Supplier and authorised Customer representative. Standard Changes can be undertaken on a fixed price, firm price or time and materials basis.

12.2.4 Emergency Service Requests are those that require urgent and immediate response and are prioritised above all other existing requests. They may be of any size or complexity, their defining characteristic being urgency and priority. Emergency Service Requests are undertaken on an uncapped time and materials basis against a pre-agreed billing reference. Emergency Service Requests typically involve higher levels of management effort as they are critical in nature and often require the re-prioritisation of existing work commitments to accommodate the request. An email exchange between authorised The Supplier and the Customer Business Sponsor will activate the process. An RfC is produced retrospectively to record the activities undertaken, including reference documentation.

13. COLLABORATION AGREEMENT

In accordance with Clause CO-20 of this Call-off Agreement, 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	
Position	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Position	
Signature	
Date	

G-CLOUD SERVICES CALL-OFF TERMS

CABINET OFFICE

- and -

INFORMED SOLUTIONS LTD

relating to

the provision of G-Cloud Services.

CALL-OFF AGREEMENT TERMS AND CONDITIONS

THIS CONTRACT is made on the 1st day of November 2015

BETWEEN

- (1) Cabinet Office of 1 Horse Guards Road London Sw1A 2HQ (the “**Customer**”); and
- (2) Informed Solutions, a company registered in the UK under company number 2755304 and whose registered office is at The Old Bank, Old Market Place, Altrincham, Cheshire, WA144PA (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 Terms 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 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 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 in this Call-Off Agreement is 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

- 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 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 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 Customer 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-6.5.1 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.
- CO-13.7 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-13.8 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-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 Additional G-Cloud Services against the Implementation Plan(s).

CO-20 VARIATION PROCEDURE

CO-20.1 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/or this Call-Off Agreement and is within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "**Variation**".

CO-20.2 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-20.3 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 giving thirty (30) written days notice to the Supplier.

CO-21 DISPUTE RESOLUTION

CO-21.1 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-21.2 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-21.3 If the dispute cannot be resolved by mediation the Parties may refer it to arbitration.

CO-21.4 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.

Schedule 8: Implementation Plan

Schedule 8: Implementation Plan is not applicable.

Schedule 9: PSN Compliance

As per the Technical Standards paragraph 3.2 of the Order Form, Schedule 9: PSN Compliance is not applicable

S9-1 DELIVERY OF SERVICES

S9-1.1 The Supplier shall ensure that the G-Cloud Services are PSN Compliant Services if so specified by the Contracting Body on the Order Form;

S9-1.2 The Supplier shall ensure, at its cost and expense, that any PSN Services that it supplies, or are supplied by others, pursuant to this Call-Off Agreement:

S9-1.2.1 shall have been awarded and retain at all times a PSN Compliance Certificate;

S9-1.2.2 are, and remain throughout the Call Off Agreement Period, PSN Compliant;

S9-1.2.3 are delivered in accordance with the applicable Code of Practice.

S9-2 ROLE OF THE PSN AUTHORITY

S9-2.1 The Supplier 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 G-Cloud 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.

S9-2.2 The Supplier 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 S9-2.1 above.

S9-2.3 The Supplier 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 Call-Off Agreement, pursuant to the Contracts (Rights of Third Parties) Act 1999.

"Code of Practice"	the obligations and requirements for PSN 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.