



Crown
Commercial
Service

RM 1557vii

G-CLOUD 7

Call-Off Agreement and Call-Off Terms

Schedule 2: Call-Off Terms

Effective Date	01/10/16	Order Reference	Quote#2016-18726
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FROM:

Customer	Ministry of Justice "Customer"
Customer's Address	102 Petty France, London, SW1H 9AJ
Invoice Address	SSCL, Phoenix House, Celtic Springs Business Park, Newport, NP10 8FZ
Principal Contact	Name: Redacted Address: Redacted Phone: Redacted e-mail: Redacted

TO:

Supplier	Clearvision CM (2005) Ltd "Supplier"
Supplier's Address	Laurel Farm, Winters Hill, Durley, Southampton, SO32 2AH
Account Manager	Name: Redacted Address: Redacted Phone: Redacted e-mail: Redacted

[PARENT COMPANY]

This Call-Off Agreement is conditional upon the provision of a Guarantee to the Customer from the guarantor in respect of the Supplier.]

[Parent Company]	N/A	"Guarantor"
Parent Company Address	N/A	
Account Manager:	Name:	N/A

	Address:	N/A
	Phone:	N/A
	Email:	N/A
	Fax:	N/A

1. TERM

1.1 Commencement Date

This Call-Off Agreement commences on: 01/10/16

1.2 Expiry Date

This Call-Off Agreement shall expire on:

- 1.2.1 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

Atlassian Hosting G-Cloud 7 Service ID: 7276975799636577

1.3.2.4 Lot 4 SCS

Licenses: 7638709926630845
 Consulting: 7623878565746865
 Support: 7731207201838408

1.3.2.5 G-Cloud

Additional Services
 N/A

Details as per schedule

2. PRINCIPAL LOCATIONS

<p>2.1 Principal locations where the services are being performed</p> <p>N/A – This will be remote delivered from CV Southampton offices</p>
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<p>3. STANDARDS</p>
<p>3.1 Quality Standards</p> <p>N/A</p>
<p>3.2 Technical Standards</p> <p>Internet accessible using standard web browsers including Internet Explorer, Firefox and Google Chrome. (Browser must be compliant https://confluence.atlassian.com/adminjiraserver071/supported-platforms-802592168.html)</p> <p>IL2 compliant access controls.</p> <p>Virtual machine comprising UKCloud 'small VM' - 2x2Ghz CPU (4GB RAM); 60GB HDD</p>

<p>4. ONBOARDING</p>
<p>4.1 On-boarding</p> <p>N/A</p>

<p>5. CUSTOMER RESPONSIBILITIES</p>
<p>5.1 Customer's Responsibilities</p> <p>User administration of Jira and plug-ins.</p> <p>Configuration of Jira and associated plug-ins beyond the basic configuration provided by ClearVision.</p>
<p>5.2 Customer's equipment</p> <p>MoJ will provide all end user devices used for their access to the tools.</p>

<p>6. PAYMENT</p>
<p>6.1 Payment profile and method of payment</p> <p>Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS)</p> <p>The Supplier will send an invoice to SSCL at the start on of a month for the work carried out in the previous month. The invoice will include a full breakdown of costs and the PO number provided to the Supplier by the Authority.</p> <p>Indicate preferred payment profile by selecting one from:</p>

6.1.1 Monthly in arrears

6.2 Invoice format

The Supplier shall issue paper copy 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:

Ministry of Justice - Redacted

Clearvision - Redacted

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 [£5 million].

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 £5 million /fifty percent (50%) 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 percent (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
<p>10.1 Undisputed Sums Time Period</p> <p>At least ninety (90) Working Days of the date of the written notice specified in Clause CO-9.4 of the Call-Off Agreement.</p> <p>10.2 Termination Without Cause</p> <p>At least thirty (30) Working Days in accordance with Clause CO-9.2 of the Call-Off Agreement.</p>

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)				
As below				
12.2 The Implementation Plan as at the Commencement Date is set out below:]/[set out in Schedule 8 (Implementation Plan)				
Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities
1	Jira and plugins are available fully installed with basic configuration applied and tested ready for use by MoJ.	0 days	10 th October 2016	Connectivity test
<p>12.2.1 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 G-Cloud Services.</p> <p>12.2.2 The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.</p> <p>12.2.3 The Supplier shall perform its obligations so as to achieve each milestone by the milestone date.</p> <p>12.2.4 Changes to the milestones shall only be made in accordance with the Variation procedure as set out in Clause CO-21 and provided that the Supplier shall not attempt to postpone any of the milestones using the Variation procedure</p>				

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).]

12.3 Service Levels

Service Level Agreement

SLA Term and Change Control

Changes to this Service Level Agreement may be made from time to time at the discretion of Clearvision (CM) 2005 Ltd in which circumstance the version number of this document will be incremented.

Any change to the Service Level Agreement will be distributed to contracted Clients for review and agreement at least 60 days prior to implementation. If no response is received from the Client within 30 days of any new distributions, the Clients agreement to the changes will be assumed and these will be implemented as planned.

Temporary changes to the Service Level Agreement may be made from time to time as agreed by the affected parties and these changes will be documented and formally agreed as pertaining for a specified period of time. On conclusion of the Temporary SLA, this default SLA will again come into effect.

Responsibilities

Key Personnel

Redacted

The Client will provide Clearvision with a list of personnel who will be responsible for Service delivery from the Clients perspective. An additional list of Users who will be authorised to raise support calls will also be provided to Clearvision by the Client and maintained as necessary.

Party Responsibilities

The following table defines the areas of responsibility between Clearvision, the Client and any Third Party as defined in the Contract.

Service Element	Clearvision	Client	Third Party
Service Management	Project and services management to ensure smooth initiation and subsequent operation of services.	None	None
Problem Management and Reporting	<p>Notification of any incidents identified by Clearvision which impact the Client to Client's representatives.</p> <p>Resolution of any identified problems and communication of updates to Client's representative during problem resolution.</p> <p>Closure of incidents on successful resolution.</p>	<p>Notification and/or escalation of incidents to Clearvision as and when identified by Client personnel - fault, system down or other similar incident.</p> <p>Handling of liaison with Client staff and associated end users while problem is under resolutions and notification of problem resolution to appropriate parties when required.</p>	None
Performance/Fault Monitoring	Monitoring of systems services for performance analysis and detection of faults.	None	None
Change, Release and Configuration Management	<p>Identification of changes required to system and notification of the same to the Client.</p> <p>Planning of change Release and documentation of Configuration changes if appropriate.</p> <p>Completion of Change process.</p>	<p>Identification of changes required to system and notification of the same to Clearvision.</p> <p>Sign-off on indicated changes and release plan.</p>	None
Management of Third Parties	Management of hosting infrastructure services provider.	<p>Management of any Client contracted third party involved in system implementation and ongoing service.</p> <p>This would include infrastructure and networking providers etc. where applicable.</p>	None
Application Security	Clearvision will provide one or more firewalls to secure the applications servers as dictated by the service provision contracted by the Client. Clearvision will ensure the security of the service provision through applicable access controls for its own staff. This will limit access to the underlying systems to approved Clearvision personnel only.	The Client will be responsible for the access controls applied against the end users of the applications through password management and the adding and/or removing users from LDAP / AD.	None
Disaster Recovery	Clearvision will monitor the systems at all times and will additionally monitor alerts from the underlying services provision.	The Client will monitor the applications themselves as end users of the service.	None

	<p>In the event of a system failure Clearvision will provide immediate notification to the Client.</p> <p>Clearvision will attempt to restore services by restarting the necessary applications and services.</p> <p>In the event of data loss or corruption, Clearvision will restore from the latest available back under the terms of this Contract.</p>	<p>In the event of a system failure the Client will provide immediate notification to Clearvision.</p> <p>In the event of Data Corruption though malicious or accidental activities (e.g. deletion of a JIRA Project) the Client will identify the Data Loss to Clearvision so that efforts can be made to retrieve the data from backups and restore this to production systems.</p>	
Host Management & Monitoring	Full management and monitoring of all services implemented on behalf of the Client.	None	None
Backup of Data	Full provisioning of backups as defined in the contract terms and monitoring of the backup processes.	<p>Specification of the Recovery Point Objectives and Recovery Time Objectives on project initiation and subsequent change request if appropriate.</p> <p>Timely notification of any Data Loss or Corruption in the event of accidental or malicious activities to enable speedy and effective recovery.</p>	None
Firewall Provision and Configuration	Provision of firewall services relevant to the Contract Terms and configuration of the same to ensure unwanted traffic is prevented from accessing the Service.	None	None
Infrastructure	Supply of services infrastructure as defined in the Contract terms and operation of the same.	None	None

Temporary Suspension of SLA

In the event changes to the service being caused as a consequence of third party or Client action which affects Clearvision's ability to deliver to the terms of this SLA, Clearvision will use all reasonable endeavour to maintain service levels. In the event, however, that Clearvision deem it impossible or unreasonable to maintain said service levels, Clearvision may temporarily suspend the SLA for a limited period.

Any temporary suspension of this SLA will not be considered part of the Availability criteria.

If the temporary suspension is prolonged or becomes permanent, the Client and Clearvision will discuss and formulate a reasonable alternative to this SLA.

Contracted Support Cover

The specific hours of support cover for a particular Service are defined in the relevant Client Contract and match the Operational Hours - the following table defines the hours of support cover provided to for each of the Support Levels.

Option	Hours Covered	Days Covered
10/5	08:00 to 18:00 UK Time (GMT/BST)	Monday to Friday excluding Bank Holidays
24/5	24 hours UK Time (GMT/BST)	Monday to Friday excluding Bank Holidays
24/7	24 hours	Monday to Sunday including Bank Holidays

Service provision includes monitoring and alerting which is always operational throughout the year. In the event of a reported incident, action will only be taken dependant upon the contracted Support Hours.

Incident Severity

Support Level	Description	Response Technique
Critical	Major issue which stops work for a large percentage of users, possible data loss or serious security vulnerability. No work around exists	Client will be contacted initially by phone and backed up with support portal
Major	Severe issue, workaround exists, several people effected and loosing productivity, possible security issue	Initially response via support portal, if unresolved after three 3 communications and subject to availability and technical detail, a phone call will be arranged
Minor	An inconvenience which might effect a few people but they can continue working	Largely be dealt with via support portal
Trivial	A request for information relating to the service or similar	Dealt with via the support portal

Incident Logging

In the first instance the Client's User will raise incidents or problems with their designated supervisor or Responsible User who will then escalate the incident via the Clearvision support portal.

The Clearvision support portal is found on <https://customersupport.clearvision-cm.com> and is available 24 hours per day.

All posted incidents must clearly define the nature of the problem and the following...

- Impact: How many users or how much of the system is affected
- Application(s): What is affected by the problem
- Description: A detailed description of the problem
- Replication: Steps required to replicate the issue if appropriate
- Screenshot: Where applicable, this should be included

Out of Hours Incident Management

Incident logged outside of the Client's normal Support Hours will be addressed as soon as the next support period commences.

Scheduled Maintenance

On occasion, maintenance of the systems is required and where possible this will be conducted out of hours for the appropriate Client.

Notification of Scheduled Maintenance will be provided to the Client a minimum of five days in advance of the planned work.

Measured Service Levels

Support, Incident and Problem Resolution

The following constitutes the measured service levels for support incidents and problems raised within contracted Support Hours.

Severity	Initial Response	Target Resolution	Status Reporting
Critical	Within 30 minutes	99% within 5 hours	Hourly
Major	Within 120 minutes	90% within 5 hours	Daily
Minor	Within 240 minutes	90% within 10 hours	Weekly
Trivial	None	None	None

As indicated, incidents raised out of Support Hours will be dealt with as soon as normal Support Hours start - the service level clock will start from the start time of the appropriate Support Hours.

Where incidents are referred back to the client or to a third party for further information, rectification etc., the service clock will be suspended until such time as Clearvision receive an appropriate response.

The service clock is also suspended at the end of Support Hours each day.

Service Availability

This SLA covers the non-planned outages relating to the provision of the Service as defined in the Client Contract.

Escalation Procedures

The following escalation procedures apply for and incident logged on the support portal.

Severity	Service Clock	Responsible	Action
Critical	30 minutes	Support Lead	Support Lead will ensure that appropriate Clearvision resource is allocated to resolve the issue within the agreed SLA
	2 hours	Account Manager	Account Manager will liaise with Client senior management to ensure that Client is fully aware of progress including notification of potential SLA failure.

	3 hours	Service Delivery Manager	Service Delivery Manager will work with Clearvision resource to escalate and prioritise resolution. Account Manager and Support Lead will work with the Client to mitigate issues wherever possible and to ensure all parties are fully aware of status.
Major	2 hours	Support Lead	Support Lead will ensure that appropriate Clearvision resource is allocated to resolve the issue within the agreed SLA
	6 hours	Account Manager	Account Manager will liaise with Client senior management to ensure that Client is fully aware of progress including notification of potential SLA failure.
	8 hours	Service Delivery Manager	Service Delivery Manager will work with Clearvision resource to escalate and prioritise resolution. Account Manager and Support Lead will work with the Client to mitigate issues wherever possible and to ensure all parties are fully aware of status.
Minor	4 hours	Support Lead	Support Lead will ensure that appropriate Clearvision resource is allocated to resolve the issue within the agreed SLA
	8 hours	Account Manager	Account Manager will liaise with Client senior management to ensure that Client is fully aware of progress including notification of potential SLA failure.

For Minor incidents, further escalation will be dealt with by and action plan formulated on a case by case basis. Trivial issues do not have an escalation path.

Incident Closure

In the event that a response is requested of a client or third party and this is not forthcoming within 5 working days of the request, the incident will be considered closed and all parties informed.

Change and Patch Management

Change Management

A formal change management process will be used for any significant change to the Service provision undertaken by either the Client or Clearvision.

The change control process will include but not be limited to the following steps:

1. Statement of Change
2. Requirements Gathering
3. Requirements Sign-off
4. Project Specification
5. Specification Review

6. User Acceptance Testing (may be waived depending on change)
7. Project Scheduling
8. Changes Affected
9. Project Review
10. Project Sign-off

Where the Client has a different and specific change control process that must be followed this must be documented and annexed to the Client Contract in which case that process will supersede what is documented here.

Patch Management

Clearvision undertake to manage the patching of the various operating systems supporting the Service on a planned schedule.

Security and vulnerability alerts are available for all operating systems (CentOS, Microsoft Windows) implemented by Clearvision on behalf of the Customer. Clearvision will monitor these alerts and provide timely and effective resolution of any issues found.

Delivery of patches to the system will be conducted under change control procedures and will be applied within scheduled maintenance periods.

Critical operating system and application patches will be applied within 7 working days of their release into the public domain. This applies to supported operating systems (CentOS, Microsoft Windows) and any applications supporting the service including firewalls, web server and end user applications.

Update Management

Where required under the terms of the Contract, Clearvision will apply updates to Applications.

As per patch management, this will be performed under change control and within scheduled maintenance.

Service Delivery

Service Availability

Clearvision will use all reasonable endeavours to ensure that the Availability of the Service meets the criteria defined within the SLA.

Availability is calculated on a monthly basis based on the following formula...

$$\text{Availability (\%)} = (\text{Operating Hours in period} - \text{Unavailable hours}) \div \text{Operating Hours in Period}$$

Unavailable Hours excludes any time associated with scheduled maintenance or waiting for Client or third party responses to requests for information and/or rectification.

Service Level Failures

Only failures due to known and accepted Clearvision problems are covered by this SLA. Problems related to any part of the Service which derive from the actions of the Client and/or third parties do not constitute failures in terms of this SLA and are not subject to remedy by Clearvision under and support contract. Clearvision does not accept responsibility for any such incidents.

Clearvision have control of the Infrastructure, Hosts and Applications as specified in the Contract for the Client Services. Issues related to any system outside of Clearvision's direct control are not subject to this SLA and Clearvision accept no responsibility for any such issues.

In the event that Clearvision does not meet or exceed the Service Availability as defined, the Client will be eligible for credits against any future charges as laid out below.

Service Credits

Service credits are calculated on a quarterly basis based on the calculated Availability for the previous period.

Where Availability of the Platform falls below 99.9% or Availability of the Service falls below 99%, a credit will be made based on the following formula...

$$\text{Credit} = (\text{Hours of Outage (full or in part)} - \text{Allowed Hours (based on SLA)}) * 300\%$$

This credit will not exceed 100% of the applicable monthly fee and will only be issued if the value of the credit exceeds one Pound (GBP/£).

Data Location

The location of all data and systems associated with the Service will be defined in the Contract.

At no time will Clearvision relocate any part of the Service outside of the defined location without specific and explicit consent of the Client.

Data Backup and Recovery

Data Backup and Recovery depends upon the Contract defined for the Service delivery.

Two types of backup provision are available for the Service namely "Snapshot Backup" and "Dedicated Backup".

Snapshot Backup

Where Snapshot Backup is implemented for the Service, the associated data volumes will be imaged on an incremental snapshot basis at midnight (GMT) and then every four hours thereafter.

Retention

An additional 20% of the allocated storage volume is reserved for snapshot purposes. The 'four hourly' snapshots are retained for a period of up to two days and the daily snapshots created overnight are retained for up to one week.

Actual retention depends upon the rate of change of the data being backed up - in highly volatile implementations, older retained snapshots will be removed.

Dedicated Backup

Where Dedicated Backup is implemented for the Service, a full weekly backup is taken between 01:00 and 04:00 (UK Time) on each Sunday with daily incremental backups being taken at the same time each day up until the next full backup.

Retention

Weekly backups are retained for a period of 4 weeks and daily incremental backups for up to 13 days depending on the current cycle.

Recovery

All backup recovery scenarios are subject to the Critical Measured Services Level documented in the relevant section of this document.

UK Cloud Infrastructure SLA

This is for information only around the underlying infrastructure supplied by UK Cloud

	Test & Dev	Production (BASIC)	Production (STANDARD)	Production (ENHANCED)
Security domain	Any	Any	Any	Any
Workload type	ESSENTIAL SLA: 99.95%	POWER SLA: 99.99%	POWER SLA: 99.99%	POWER SLA: 99.99%
VM size	Any	Any	Any	Any
Storage	Tier 1 or Tier 2 block storage	Tier 1 or Tier 2 block storage	Tier 1 or Tier 2 block storage	Geo-resilient
Protection	Catalogue and template-based recovery	Catalogue and template-based recovery	Snapshot-based recovery -14 days	Synchronous protection (includes 14-day snapshot-based recovery – dual site)

HOSTING SERVICES AGREEMENT

Definitions

Agreement	means this Contract and any associated SLA's and/or Schedules
Application	means the software applications as documented in the associated Contract
Licence	means any contractual licence relevent to an Application deployed as part of the Service
Term	means the Initial and Renewal Terms as defined in the associated Contract
User	means any employee, representative, consultant, contractor or other party who have access to the Application(s)
Responsible User	means the designated User or Users for the Client who will be responsible to interfacing and interacting with Clearvision for support issues and similar problems
Burst	means the Clients ability to increase the assigned resources for the Service beyond those defined in the Contract
Host	refers to a virtualised server deployed to support one or more Applications as defined in the Contract
Infrastructure	refers to the ancillary systems support the delivery of the Host systems to the Client
Platform	refers to the Hosts and associated Infrastructure that provide the basis for the Service delivery
External Storage	means the data storage associated with the Services which will persist beyond the life of the Host
Operational Hours	means the time period over which the Service will be Available as defined in the terms of the Contract

Availability	means the continuous provision of the Platform and Infrastructure to 99.9% and the Service to 99% of the contracted Operational hours
Support Hours	means the coverage of supplied support hours associated with the Contract
Client Data	means the Client specific data held within the Service for the provision of the Service and specifically owned by the Client

SPECIFIC TERMS

The following documents the specific provisions of the Services delivered by Clearvision to the Client.

CONTRACT TERM

Effective Date	01/10/2016
Initial Term	12 Months
Renewal Term	12 Months

SERVICE DETAILS

Clearvision will deploy the Client systems on a secure hosting environment provided by a reputable hosting company. The hosting company provides Clearvision with the infrastructure, services and connectivity necessary for Clearvision to implement the Service for the Client. Clearvision has a suitable contract and service level agreement in place with the hosting company but Clearvision are not responsible for the cloud instance provided by the hosting company. As such, Clearvision are not responsible for any downtime to the Service caused by issues with the hosting company services which are outside of their control. Further Clearvision are not responsible for the inter connectivity between Client systems and the hosted Service. Clearvision will undertake reasonable endeavour to ensure that the provisions of the hosting company are suitable and any failure is resolved in a timely and controlled fashion.

PACKAGE DETAILS

The Service delivered to the Client under this Contract will be based on the Clearvision 08.00 to 18.00 GMT package as defined in the associated SLA.

PLATFORM DETAILS

The details of the Platform supplied to the Client by Clearvision for the purposes of running the Service are defined in Schedule 1 of this Contract.

APPLICATIONS AND LICENCES

The details of the Applications and Licence supplied to the Client by Clearvision for the purposes of running the Service are defined in Schedule 2 of this Contract.

BACKUP PROVISION

The details of the backup solution supplied to the Client by Clearvision for the purposes of running the Service are defined in Schedule 1 of this Contract.

SSL CERTIFICATE

The Client will provide all SSL Certificates necessary for delivery of the Service as defined in this Contract and the accompanying Schedules.

RESTRICTIONS

- The Cloud instance remains the property of Clearvision. The data within the cloud remains the property of the Client
- The Client does not have access to the account where the cloud runs.
- Client who request full administration rights to the operating system and thus all applications are supported by Clearvision on a 'best endeavours' basis
- Clients who wish to use their own SSL Certificate(s) must obtain and manage their own certificate and request that it is applied to the Service via Clearvision support.
- The Client is responsible for all certificate renewals and for the application of said renewals to the Service.

ACCEPTANCE

This document is acceptance in-line with the acceptance of the Statement of Work (Ministry of Justice - Hosted

Appendix

Schedule 1 - Details of platform inc. firewalls, servers, backups etc.

Hosting Package

HOSTING SERVICES

What is included as standard:

HOSTING SERVICES

SERVER 1 - Application Server (Centos & MySQL) - 2 CPUs @ 2ghz -4GB RAM - 60 HDD Storage. Skyscape Small VM Size

FIREWALL - Virtual Firewall

MAIN APPLICATIONS – As per schedule 2.

UK CLOUD SERVICE LEVEL - Standard

NETWORK - Assured Network (Official)

What is included as standard:

- Dedicated backups
- Lights on support
- Basic System Support (Ensure System is Running)
- Basic Application Support (Ensure Application is Running)
- Patches (emergency and regular security patches)
- Operating System Patching
- Application Patching
- 24/7/365 Support Coverage (for category 1 issues only (eg systems down))
- Unlimited bandwidth and data transfer

Schedule 2 - Details of Applications and Licences required

- JIRA Software (Server) 25 Users: Commercial License
- Zephyr for JIRA - Test Management for JIRA (Server) 25 Users: Commercial License
- Arsenale Dataplane - JIRA Reports for JIRA (Server) 25 Users: Commercial License
- Exporter – Issues to CSV and Excel for JIRA (Server) 25 Users: Commercial License
- PDF View Plugin for JIRA (PDF Exporter) for JIRA Core (Server) 25 Users: Commercial License

- Agile Scrum Standup for JIRA for JIRA (Server) 25 Users: Commercial License
- ZAPI for JIRA (Server) 25 Users: Commercial License
- Capture for JIRA (Server) 25 Users: Commercial License
- ScriptRunner for JIRA for JIRA (Server) 25 Users: Commercial License
- Email This Issue for JIRA (Server) 25 Users: Commercial License
- Jira ToolKit

Schedule 3 – Atlassian Tools Support

- User management - Add new users
- Atlassian Tools
- Atlassian & Plug in error message handling
- Minor configurations such as workflows, Installation of new products such as plug-in's and associated advisory service.
- Applications Covered: Atlassian Stack
- Dedicated UK based help desk. (Staff are full SC Cleared)
- Support team are experienced support Atlassian professionals
- Access to support team is via JIRA Service Desk Customer portal
- Each issue is a minimum of 15 mins time to a max time
- Pre-Paid PAYG Support
- 2 x named contacts

Schedule 4 - Fees for the Service

One off Costs -

- **Services System Set Up:** Redacted

System Cost (Licences, Infrastructure, Infrastructure Support, Application Support, Backups) -

- **Fully Managed Solution**
 - Licences - Redacted (Licenses plus 12months support).
 - Fully Managed Hosting - Redacted (12 months)
 - Tools Support 20 Hours Redacted

Agreement total Redacted

Schedule 5 – SSL Certificate & DNS

As standard, Clearvision will provision a instance accessible from an IP address. The customer accepts responsibility for configuring the DNS, although Clearvision can take these actions on behalf of the customer if requested.

Customer to provide SSL Certificate. Clients must obtain and manage their own certificate and request that it is applied to the Service via Clearvision support.

The Client is responsible for all certificate renewals and for the application of said renewals to the Service.

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.

<p>11. [Alternative Clauses (select from Schedule 10: Alternative Clauses)] N/A</p>
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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 Mark Reid
Position	Sales Manager
Signature	
Date	03/10/2016

For and on behalf of the Customer:

Name and Title	Mr Adrian Scott
Position	Director Electronic Monitoring
Signature	
Date	17/11/16

G-CLOUD SERVICES CALL-OFF TERMS

MINISTRY OF JUSTICE

- and -

CLEARVISION CM

relating to

the provision of G-Cloud Services.

CALL-OFF AGREEMENT TERMS AND CONDITIONS

THIS CONTRACT is made on the twenty-ninth day of September 2016

BETWEEN

(1) Ministry of Justice of 102 Petty France, London, SW1H 9AJ (the “**Customer**”); and

Clear Vision Limited, a company registered in United Kingdom under company number 03475744 and whose registered office is at Laurel Farm, Wintershill, Durley, Hampshire, SO32 2AH (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

CO-2.1.3 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 (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-3.6.3 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-3.6.4 comply with any reasonable instructions notified to it by the Customer and either:

CO-3.6.5 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 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-13.6 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-13.9 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 Additional G-Cloud 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 [Collaboration Agreement must 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/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-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 giving thirty (30) written days notice to the Supplier.

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.