

## Schedule 2: Call-Off Terms

<b>Effective Date</b>	1 September 2016	<b>Order Reference</b>	WP1125
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### FROM:

<b>Customer</b>	Cabinet Office <b>"Customer"</b>
<b>Customer's Address</b>	
<b>Invoice Address</b>	
<b>Principal Contact</b>	

### TO:

<b>Supplier</b>	Cloud Technology Solutions <b>"Supplier"</b>
<b>Supplier's Address</b>	
<b>Account Manager</b>	

<b>1. TERM</b>
<b>1.1 Commencement Date</b> This Call-Off Agreement commences on: 01/09/2016
<b>1.2 Expiry Date</b>

This Call-Off Agreement shall expire on:

1.2.1 31/08/2018; 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

<https://www.digitalmarketplace.service.gov.uk/g-cloud/services/7921329840395130>

<https://www.digitalmarketplace.service.gov.uk/g-cloud/services/7093987457183602>

The knowledge and experience of the specific use of CloudMigrator365 to implement Email migrations to Google Apps, for example, is necessary to develop the required guidance, hence both Service IDs are appropriate in this instance.

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Please see Statement of Work in Appendix A and referred to in 6.1.

1.3.2.1 Lot1 IaaS	Not used;
1.3.2.2 Lot 2 PaaS	Not used;
1.3.2.3 Lot 3 SaaS	Not used; and / or
1.3.2.4 Lot 4 Specialist G-Cloud Services	Specialist Cloud Service, CloudMigrator 365 - Email Migration, Service ID: 7921 3298 4039 5130 <a href="https://assets.digitalmarketplace.service.gov.uk/g-cloud-7/documents/92726/7921329840395130-service-definition-document-2015-09-23-1120.pdf">https://assets.digitalmarketplace.service.gov.uk/g-cloud-7/documents/92726/7921329840395130-service-definition-document-2015-09-23-1120.pdf</a>
1.3.2.5 G-Cloud Additional Services	Specialist Cloud Service, CloudMigrator - Email Migration to Google Apps, Service ID: 7093987457183602 <a href="https://assets.digitalmarketplace.service.gov.uk/g-cloud-7/documents/92726/7093987457183602-service-definition-document-2015-10-06-1209.pdf">https://assets.digitalmarketplace.service.gov.uk/g-cloud-7/documents/92726/7093987457183602-service-definition-document-2015-10-06-1209.pdf</a>

<b>2. PRINCIPAL LOCATIONS</b>
<b>2.1 Principal locations where the services are being performed</b>  Performance Location/Premises are: <span style="background-color: black; color: black;">[REDACTED]</span> <span style="background-color: black; color: black;">[REDACTED]</span>

<b>3. STANDARDS</b>
<b>3.1 Quality Standards</b>  The Supplier shall maintain compliance with ISO 9001:2015 Quality Management Standard or equivalent.  <b>3.2 Technical Standards</b>  None applicable.  <b>3.3 Security Standards</b>  The Supplier has confirmed that it has Information Security Management System, ISO27001 certification and will maintain compliance with these standards for the duration of the proposed work.  All Supplier personnel that will directly participate in the proposed work are to have been subject to screening commensurate to the Baseline Personnel Security Standard (BPSS) or as an alternative, pre-employment background checks supplemented by successful completion of a Disclosure Scotland Basic check.

<b>4. ONBOARDING</b>
<b>4.1 On-boarding</b>  Not applicable.

<b>5. CUSTOMER RESPONSIBILITIES</b>
<b>5.1 Customer's Responsibilities</b>  Support the review / approval of draft documentation provided by supplier. Facilitate any on-site (Aviation House) activities. Sign-off deliverables. Participate in any governance activities as required.  <b>5.2 Customer's equipment</b>  Not applicable.

## 6. PAYMENT

### 6.1 Payment profile and method of payment

Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile are as follows :

#### DIGITAL MARKETPLACE PRICING DOCUMENTS

<https://assets.digitalmarketplace.service.gov.uk/g-cloud-7/documents/92726/7921329840395130-pricing-document-2015-10-06-1300.pdf>

<https://assets.digitalmarketplace.service.gov.uk/g-cloud-7/documents/92726/7093987457183602-pricing-document-2015-10-06-1300.pdf>

#### DIGITAL MARKETPLACE SFIA DOCUMENTS

<https://assets.digitalmarketplace.service.gov.uk/g-cloud-7/documents/92726/7921329840395130-sfia-rate-card-2015-09-23-1320.pdf>

<https://assets.digitalmarketplace.service.gov.uk/g-cloud-7/documents/92726/7093987457183602-sfia-rate-card-2015-09-23-1322.pdf>

Statement Of Work document: **Cloud Technology Solutions SoW: Office 365 Vendor Migration & Lock-In Avoidance**. See Appendix A.

The estimated contract value, as recorded in the statement of works in Appendix A is £19,875.

However this can flex up to a maximum of £40,000 if additional work is required, subject to agreement between both parties prior to any additional work being carried out.

The Contract price may flex up or down over the term of the contract in completion of the requirement.

Expenses must be pre agreed with Cabinet Office and comply with the Cabinet Office T&S Policy:

['Cabinet Office T&S Policy'](#)



Cabinet Office T&S  
Policy Annex A Subsidiary



**The preferred payment profile is:**

6.1.1 Monthly in arrears

### 6.2 Invoice format

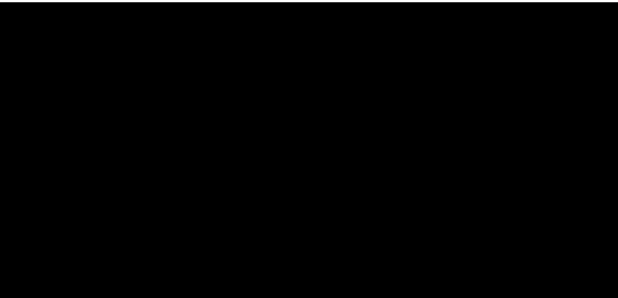
The Supplier shall issue electronic and paper invoices Monthly in arrears. Subject to a customer review agreeing the acceptability of the products delivered. The Customer shall pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph 6.2, the payment profile set out in paragraph 6.1 above and the provisions of this Call-

Off Agreement.

Each invoice shall be accompanied by a breakdown of the deliverables and services, quantity thereof, applicable unit charges and total charge for the invoice period, in sufficient detail to enable the Customer to validate the invoice.

## **7. DISPUTE RESOLUTION**

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



### **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 £1 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 £1 million.

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 and/or one hundred and twenty five percent (125%) 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.
- **public liability 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.

## 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.

The Customer and the Supplier shall undertake a review of the Call-Off Agreement every three months in order to assess the ongoing requirements of the Customer.

## 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)

Please refer to the Statement of Work document at 6.1

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

Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities
	1. Microsoft's Open and Transparent Approach to Cloud Services Data Portability publication verification /	Work on the deliverables is estimated to begin in September	Throughout the contract	

	<p>validation document and presentation</p> <p>2. Office 365 Email service migration guidance and presentation</p> <p>3. Office 365 SharePoint migration guidance and presentation</p> <p>4. Lotus Notes to Office 365 migration guidance and presentation</p> <p>Office 365 vendor lock-in avoidance guidance and presentation</p> <p>Commencing from September 2016 the following activities will occur:</p> <p>1. A proposal will be submitted by the Supplier for the contents of each of the deliverables with the expected timelines to deliver those sections.</p> <p>2. The Customer will review the proposed contents for those deliverables and comment and provide this feedback to the Supplier.</p> <p>3. The workshop will review 1 and 2 above to formalise and agree the actual contents.</p> <p>Consequently, the 1 day workshop will not take a full day,, and therefore some of this time will be utilised for 1 and 2. This</p>	<p>2016 and be completed by December 2016. Five (5) days per deliverable is estimated.</p>		
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	<p>approach will assist in ensuring a more complete outcome with both parties having time to review each party's' comments and recommendations.</p> <p>The Subject Matter Expert from the Supplier (SME) will develop the SoW with input and agreement from the Customer representative, who will then issue the SoW for formal agreement</p> <p>This development will include, but is not limited to, the following:</p> <ul style="list-style-type: none"> <li>The use case for each migration</li> <li>The data and information included</li> <li>The configuration of those applications involved</li> <li>The facilities being utilised and information regarding any common features that are not and why</li> <li>The approach that will be adopted</li> <li>The limitations associated with the approach adopted</li> <li>Provide and agree delivery schedule for SoW</li> <li>Commence the creation of the deliverables in line with SoW</li> <li>Provide weekly updates</li> <li>Present each deliverable on completion</li> </ul>			
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.

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.

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

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 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**

Before and during, a migration is typically managed by a Project Manager (dependant on size and complexity) so no formal service levels. Once any migration has completed and has been handed over to our Support by the PM, SLAs around response times would apply.

## **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.

<b>For and on behalf of the Supplier:</b>	
Name and Title	
Position	
Signature	
Date	

<b>For and on behalf of the Customer:</b>	
Name and Title	
Position	
Signature	
Date	

**G-CLOUD SERVICES CALL-OFF TERMS**

Cabinet Office

- and -

CLOUD TECHNOLOGY 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 September 2016

### **BETWEEN**

- (1) Cabinet Office [REDACTED] (the “Customer”); and
- (2) CLOUD TECHNOLOGY SOLUTIONS LTD, [REDACTED]  
[REDACTED] (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**

(3) 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 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**

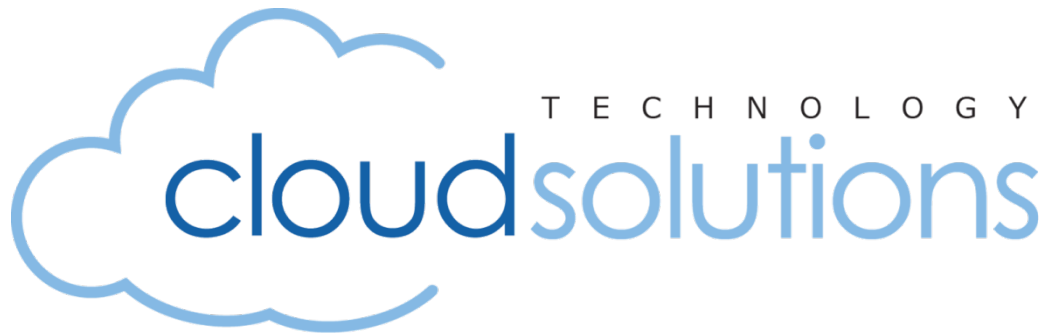
CO-22.1 The Customer and the Supplier shall attempt in good faith to negotiate a settlement of any dispute between them arising out of or in connection with this Call-Off Agreement within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation 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.

**Appendix A**  
**Supplier Statement of Works**



*Office 365 Vendor Migration and Lock-In Avoidance*

**Contents** ☐

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## 1. Change Control

Version	Date	Details of Changes included in Update	Author(s)
0.1		Initial version	Patrick Mayer
1.0	09/09/2016	Final Version	Patrick Mayer

## 2. Associated or Referenced Document List

Document	Version
Microsoft's Open and Transparent Approach to Cloud Services Data Portability ( <a href="https://enterprise.microsoft.com/en-gb/roles/it-leader/microsofts-open-transparent-approach-cloud-services-data-portability">https://enterprise.microsoft.com/en-gb/roles/it-leader/microsofts-open-transparent-approach-cloud-services-data-portability</a> .)	Published

### Definitions, Acronyms, and Abbreviations

Word	Meaning
COPS	Cloud Office Productivity Services
SaaS	Software as a Service
SoW	Statement of Work
CTS	Cloud Technology Solutions (the Supplier)

GDS	Government Digital Service, part of the Cabinet Office (the Customer)
SME	Subject Matter Expert

## Distribution List

Name	Role	Consult	Assure	Sign-off
Paul Lees	Cloud Technology Solutions CTO	x	x	x
James Smith	Cloud Technology Solutions Operations Director	x	x	x
Rod Currie			x	
Simon Brooks				x
Patrick Mayer	Cloud Technology Solutions Public Sector Account Manager			x

## 3. Purpose

The purpose of this document is to outline the high level requirements for the creation of Office 365 migration and lock-in avoidance guidance for government departments. It will be used in the location of a Subject Matter Expert (SME) that can demonstrate expertise in these areas and in the development of a more detailed Statement of Work (SoW).

## 4. Introduction

The Supplier proposes to develop and deliver guidance and related presentation materials concerning the avoidance of vendor lock-in when deploying Office Productivity Suites, specifically MS Office 365 e.g. how to best enable your organisation to migrate away from a specific Suite supplier or how to migrate between companies hosting instances of such Suites. Additionally, the Supplier will leverage its considerable experience and knowledge of large-scale migrations of users and their data between Productivity products.

For example, as one of the world-leading premier Google Apps partners, Cloud Technology Solutions understand what is required to move organisations to Google Apps for Work. This knowledge and experience along with our own proven CloudMigrator software provides a single, simple, easy to understand deployment model. A proven track record of moving many source systems to the Cloud utilising the CloudMigrator software.

## 5. Background

Many government departments are in the process of moving on-premise Microsoft Office applications to the Cloud based Office 365 equivalent. In line with the GDS principles, it is important to understand the implications regarding vendor lock-in when moving to those SaaS services. Understanding these implications enable measures to be taken to minimise, and in some cases

mitigate, the risk of lock-in; consequently, it is important that guidance is provided to government departments so these risks are understood and managed appropriately.

## 6. Scope

The work being conducted will provide guidance for vendor lock-in avoidance and migration for the following Office 365 applications:

- Contacts
- Emails
- Tasks
- Global Address List
- Social Networking - Yammer
- Calendar
- Cloud Storage
- Skype for Business
- Sites
- Office Graph (Delve)
- Information Rights Management Settings
- Data Loss Prevention settings for Mail
- Office 365 Configuration Settings

This will include the ability to export the information associated with these applications and the application configuration data. This data and configuration information will then be used to recreate those solutions in a different vendor offering that supports the Microsoft Office Suite. In addition, cross vendor product migration testing will also be conducted. This will involve the migration of Office 365 Email to Google Mail and Office 365 SharePoint to Google Sites.

## 7. Introduction

In order to address the risks of vendor lock-in associated with the adoption of Office 365 applications, a number of activities will be undertaken by the Customer (part of UK Government Cabinet Office) to provide government departments with guidance to assist in mitigating the risks associated with their adoption.

The guidance is divided into two main areas, each of which complements one another:

- Lock-In Avoidance
- Exiting/Migration from Office 365

The Lock-In Avoidance guidance is concerned with highlighting configuration, features, integration and commercial aspects that lead to lock-in to those products. The Exit / Migration from Office 365 guidance is concerned with the migration of the information and configuration data associated with those applications, which is important in order to exit those applications.

Below are the known deliverables expected to be created as part of this assignment:

- Microsoft's Open and Transparent Approach to Cloud Services Data Portability publication verification/validation document
- Office 365 Email service migration guidance
- Office 365 SharePoint migration guidance
- Lotus Notes to Office 365 migration guidance

- Office 365 vendor lock-in avoidance guidance

This work is associated with the Cloud Office Productivity Service component of Common Technology Services, which is responsible for assisting government departments through the various stages in the GDS Service Delivery Phase: Discovery, Alpha, Beta, Live and Retirement

## 8. Requirements

High level requirements:

1. Work with the Customer– Cloud Office Productivity Service to:
  - a. develop and obtain agreement for the low level requirements associated with (3) and (4) below, including their sub-items.
  - b. propose and obtain agreement for the approach and timelines
  - c. propose and obtain agreement for the content of the guidance documents
2. Validation of the draft migration guidance provided by Microsoft. See “Appendix 1 - Microsoft’s Open and Transparent Approach to Cloud Services Data Portability” for more details. This verification/validation may be achieved through testing the directives given or by utilising knowledge previously obtained by following those directives. This should include the creation of a document that comments on and references this publication.
3. Migration testing capability or experience requirements
  - . Email and associated services (e.g. Tasks, Contacts, Calendars, etc.) migration:
  - i. Cloud to Cloud migration: From O365 to a different vendor offering that supports the Microsoft Office Suite
  - ii. Office 365 migration to Google Mail
  - iii. Lotus Notes to Office 365
    - a. SharePoint and associated services migration:
      - . Cloud to Cloud migration: From O365 to a different vendor offering that supports the Microsoft Office Suite
      - i. Office 365 SharePoint to Google Sites migration
4. Migration guidance documentation requirements
  - . Office 365 Email service migration guidance documentation
  - . Detail how the configurations and data involved in these previous migrations or specialist test labs created for this scenario were representative of a typical government use case
  - i. Limitations
    - a. Office 365 SharePoint migration guidance documentation
      - . Detail how the configurations and data involved in these previous migrations or specialist test labs created for this scenario were representative of a typical government use case
  - i. Limitations
    - b. Lotus Notes to Office 365 migration guidance documentation
      - . Detail how the configurations and data involved in these previous migrations or specialist test labs created for this scenario were representative of a typical government use case
5. Vendor lock-in avoidance requirements
  - . Office 365 vendor lock-in avoidance guidance document
  - . For each of the items in scope, guidance needs to be provided on the steps that can be taken to avoid unnecessary lock-in to the Office 365 applications.
  - i. The assignment of RAG or impact status to those configurations, features and other aspects that lead to vendor lock-in
  - ii. Include the learning from (3) and (4) to simplify future migration and highlight the potential impact on utilising tools to assist in those migrations.



## 9. Engagement Approach

The parties anticipate the start date for this engagement will be September 2016.

The location of where the work is conducted is subject to agreement; however, due to the nature of the work, the majority is expected to be conducted off site. [REDACTED]

A weekly meeting or conference call will be hosted by the Supplier to provide the assigned representative with an update of risks, issues and progress. This session will be used to review and discuss draft documents prior to their formal submission to ensure alignment with client expectations.

A presentation will be given on completion of each of the migration guidance documents. This presentation will include:

- Summary of use case(s) involved and how this relates to government departments
  - Application and Service Utilisation overview
  - Overview of data and information involved
  - Overview of Configuration of those applications involved
  - Limitations associated with the approach adopted
- Summary of the key risks identified
- Summary of the key mitigating actions identified
- Conclusions based on findings and other experience

## 10. Expected Deliverables

Below are the known deliverables expected to be created as part of this SoW. They will be provided to the Customer for reuse across Government.

- Microsoft's Open and Transparent Approach to Cloud Services Data Portability publication verification/validation document and presentation
  - Possible Table of Contents:
    - APIs tested
    - Where data can be exported automatically / programmatically
    - Where data needs to be exported manually
    - What data / functions cannot be exported
    - Tools available to support any automated export or import
    - Watchpoints
- Office 365 Email service migration guidance documentation and presentation
  - Possible Table of Contents
    - Use case environment
    - Skills and knowledge required
    - Where data can be exported automatically / programmatically
    - Where data needs to be exported manually
    - What data / functions cannot be exported
    - Standard documents:
      - Plan for export with typical tasks
      - Resources and roles required with likely effort

- Review point and go/no go points
  - Watchpoints & Guidance for technical staff and users
  - Tools available to support any automated export or import
- Office 365 SharePoint migration guidance documentation and presentation
  - Possible Table of Contents
    - Use case environment
    - Skills and knowledge required
    - Where data can be exported automatically / programmatically
    - Where data needs to be exported manually
    - What data / functions cannot be exported
    - UI/UX versus data export options
    - Considerations when developing a new service/function
    - Standard documents:
      - Plan for export with typical tasks
      - Resources and roles required with likely effort
      - Review point and go/no go points
    - Watchpoints & Guidance for technical staff and users
      - Risks / issues
    - Tools available to support any automated export or import
- Lotus Notes to Office 365 migration guidance documentation and presentation
  - Possible Table of Contents
    - Use case environment
    - Skills and knowledge required
    - Where data can be exported automatically / programmatically
    - Where data needs to be exported manually
    - What data / functions cannot be exported
    - Standard documents:
      - Plan for export with typical tasks
      - Resources and roles required with likely effort
      - Review point and go/no go points
    - Watchpoints & Guidance for technical staff and users
    - Tools available to support any automated export or import
- Office 365 vendor lock-in avoidance guidance document and presentation
  - Guidance when designing new services / functions
  - Watchpoints & Guidance for technical staff and users

## 11. Preliminary Schedule

Commencing from September 2016 the following activities will occur:

- Refine and agree SoW - 1 Day
  - The SME will develop this SoW with input and agreement from the the Supplier representative, who will then issue the SoW for formal agreement

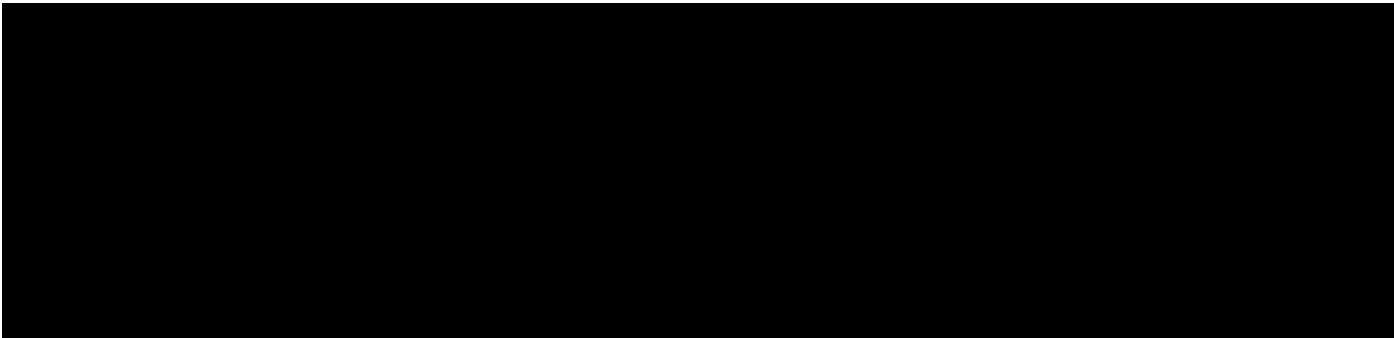
- This development will include, but is not limited to, the following:
  - The use case for each migration
  - The data and information included
  - The configuration of those applications involved
  - The facilities being utilised and information regarding any common features that are not and why
  - The approach that will be adopted
  - The limitations associated with the approach adopted
- Provide and agree delivery schedule for SoW
- Commence the creation of the deliverables in line with SoW
- Provide weekly updates
- Present each deliverable on completion

## 12. Delivery Schedule

Key milestone dates for each deliverable:

Key Activities / Action / Milestones	Start	Finish
Product Completion and Sign off: Office 365 vendor lock-in avoidance guidance document and presentation	12/9/16	23/9/16
Product Completion and Sign off: Office 365 Email service migration guidance documentation and presentation	26/9/16	7/10/16
Product Completion and Sign off: Microsoft's Open and Transparent Approach to Cloud Services Data Portability	10/10/16	21/10/16
Product Completion and Sign off: Office 365 SharePoint migration guidance documentation and presentation	24/10/16	4/11/16
Product Completion and Sign off: Lotus Notes to Office 365 migration guidance documentation and presentation	7/11/16	18/11/16

## 13. Commercial Summary





### CTS (supplier) Resourcing

Below is a pool of people that may be involved in the delivery of each milestone. In the event of a resource shortfall additional people may be added to this pool:



## 14. Appendix 1 - Microsoft's Open and Transparent Approach to Cloud Services Data Portability

<https://enterprise.microsoft.com/en-gb/roles/it-leader/microsofts-open-transparent-approach-cloud-services-data-portability/>

## 15. Appendix 2 - Why CTS?

Cloud Technology Solutions is a cloud enabler. We are a new breed of IT Company with no legacy income to protect. We help our customers refocus their IT resources towards innovation by utilising the power, collaboration and reduced costs of cloud computing.

Established in 2008, we hold a complete portfolio of cloud accreditations including:

Google Apps Premier Partner (only partner to offer migration to Vault & Google Apps)  
Google Certified Deployment Specialists  
Google For Nonprofits (only UK partner)  
Google Apps ISV for CloudMigrator and CloudPages  
Accredited G-Cloud 7 Partner  
ISO 27001

As the developer of the world's leading migration tool (CloudMigrator) we have carried out over 4 million migrations for organisations across the world. This experience and knowledge enables us to

identify technology and industry trends and help remove the uncertainty and problems normally encountered when migrating to the cloud.

### **Qualifying Experience**

Supplier provides a proven Remote Migration Service that takes the worry away of moving legacy messaging system to Google Apps, enabling your team to focus on other matters and let our migration experts run your migration end to end. We'll perform the service remotely and guarantee migration of your mailbox and file data to Google Apps.

Supplier utilise their own CloudMigrator software to migrate all data to the Google Apps domain/s. This alongside Suppliers' experienced deployment team will ensure a smooth and timely project completion. Simply tell us what you need (via your account manager) and when you want to start migrating. We'll define and agree a project schedule with you and then do the rest.

CloudMigrator is used worldwide by over 140 partners, it has proved to be the market leading tool for multi source to Google migrations and will provide Customer with an effective platform to move their customers to Google for Work/Education.

Suppliers' own the Intellectual Property for CloudMigrator and are therefore uniquely positioned to deliver and support this application to the partner channel.

Our deployment team have performed many migrations over the last 7 years, delivering a running average of 99.775% item success rate across 19.4 billion migrated items. They work hand in glove with Technical specialists ensuring that data migration is performed quickly and efficiently.

Migrations typically consist of a Bulk migration, followed by further Delta migration/s before the specified go live date.

CloudMigrator capabilities: -

Migrates messaging data from: Microsoft Exchange 2000 - 2013, BPOS, Microsoft Office 365, IBM/Lotus Notes, Novell GroupWise, Scalix, Zimbra, Google Apps, Google Apps Vault, IMAP.

Migrates archive data from: Microsoft Outlook PST, Lotus Notes NSF, Novell GroupWise Archive, MBOX

Migrates file data from: Windows File System, Dropbox, Box, OneDrive, SharePoint, Google Drive

Also migrates Users, Distribution Lists, Public Folders

## **16. Appendix 3 - Managed Migration Service Outline**

Our Migration Team follow a tried and tested process to ensure each managed migration runs smoothly and exceeds your expectations. Initially our Migration Team will ask you to provide a few technical details:

Admin account name/password for source and destination systems

- ☒ Confirmation of Google for Work license purchase (or let us know about the ones already in existence)
- ☒ Confirmed list of source mailboxes and files to be copied

#### We'll confirm the following and produce a simple project schedule

- ☒ Verify access to source and destination mail systems
- ☒ Confirm cost and estimate completion time
- ☒ Create a project schedule for your approval

#### Our responsibilities during migration

- ☒ Provision the Google accounts or use the ones you've already created
- ☒ Complete bulk migration of the history and files, in the background with zero user impact
- ☒ Create a project schedule for your approval
- ☒ Agree a cut over date with you and complete delta migration of any recent mailbox data for each user

#### Your responsibilities during migration

- ☒ Administration of existing messaging system
- ☒ Local project management and liaison with individual users
- ☒ Moving your Global Address List and switching mx records

Normal lead-time to start a project migration is around one week from receipt of a signed project schedule. Completion will depend on the size of the data set and typically varies from one to several weeks.

### **Managed Migration Service Benefits**

Working with CTS and CloudMigrator means that you can realise the benefits of a managed service for all your data migrations while retaining the overall control of your Change Management project and client.

#### **Benefits**

- ☒ Reduce complexity within the technical workstream of your project - we manage the entire data migration for you
- ☒ Predictable costs - a straightforward cost model that allows you to easily forecast the client's data migration
- ☒ Reduced training - As the software developer for CloudMigrator CTS migration specialists are continually trained - so you don't need to
- ☒ Focus on your core skills - the 'black box' managed service for data migrations means you can focus on the client's change management - the main part of the project
- ☒ Reduced risk - trusted Partner with proven capability and tools to complete a data migration, time and time again