



Crown
Commercial
Service

Call-Off Agreement

Pursuant to Framework Agreement between

Care Quality Commission

and

Information Management Group Limited

G-CLOUD SERVICES 7

CALL-OFF AGREEMENT

Call-Off Terms: Order Form

Date	21 st October 2016	Order Reference	CQC ICTC 577
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FROM:

Customer	Care Quality Commission on behalf of Healthwatch England "Customer"
Customer's Address	151 Buckingham Palace Road London SW1W 9SZ
Invoice Address	Care Quality Commission T70 Payables F175 Phoenix House, Topcliffe Lane, Wakefield, West Yorkshire WF3 1WE
Principal Contact	Name: [REDACTED] Address: 151 Buckingham Palace Road, London, SW1W 9SZ Phone: [REDACTED] e-mail: [REDACTED]

TO:

Supplier	Hitachi Consulting UK Limited "Supplier"
Supplier's Address	Hitachi Consulting UK Limited 2 More London Riverside London SE1 2AP
Account Manager	Name: [REDACTED] Address: 13-15 Bouverie Street London EC4Y 8DP Phone: [REDACTED] e-mail: [REDACTED]

1. TERM

1.1 Commencement Date

This Call-Off Agreement commences on: 1st July 2016

1.2 Expiry Date

This Call-Off Agreement shall expire on:

1.2.1 31/03/2017; or

1.2.2 where the Customer exercises the option to extend the Call Off Agreement for a further 3 months, by giving three (1) month notice in writing to the Supplier prior to 31/03/2017, the second (2) anniversary of the Commencement Date

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: The Supplier shall provide the Lot 4 G Cloud Services set out in Schedule 2 (Service Requirements) to this Order Form and the Supplier shall provide the relevant Services in accordance with the requirements set out in that Schedule and in accordance with the provisions of Schedule 11 (Security).

1.3.3 The Supplier shall perform all such activities as are set out in the Transition Plan (see section 12 of this Order Form below).

1.3.4 The parties agree to process any Variations to this Call-Off Agreement in accordance with Schedule 9 (Change Control Procedure).

1.3.5 The Supplier shall deliver the Services so as to seek to achieve continuous improvements and to utilise efficiencies.

1.3.6 The definitions set out in Schedule 1 (Definitions) shall apply to the interpretation of this Call Off Agreement.

2. PRINCIPAL LOCATIONS

2.1 Principal locations where the services are being performed

The Customer shall receive the Services primarily at the CQC premises in 151 Buckingham Palace Road, London, SW1W 9SZ but may also require the services to be delivered at any of the Customer Premises set out in Annex 1 to Schedule 2 (Service Requirements).

The Supplier shall provide the Services from Harmsworth House, 13-15 Bouverie Street, London, EC4Y 8DP

3. STANDARDS

3.1 Quality & Technical Standards

Information Management Group is committed to adhere to IT standards recognised as IT industry best practices and will continue to adapt to the changing IT industry standards. In its delivery of the Services, IMGROUP shall adhere to the following IT standards:

1. BS EN ISO 9001:2008,
2. ISO27001:2013

4. ONBOARDING

4.1 On-boarding

NOT USED – SEE SECTION 12 BELOW

5. CUSTOMER RESPONSIBILITIES

5.1 Customer's Responsibilities

See Schedule 2

5.1 Customer's Equipment/Assets

See Schedule 2

6. PAYMENT

6.1 Payment profile and method of payment

Payment shall be made by the Customer in accordance with Schedule 2 (Charges)

6.2 Invoice format

The Supplier shall issue either electronic or paper invoices as required by the Customer on a Monthly basis 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 and the provisions of Schedule 5 (Charges) and the provisions of this Call-Off Agreement.

1. Bill to Party: Customer at the Customer premises: T70 Payables F175, Phoenix House, Topcliffe Lane, Wakefield, West Yorkshire WF3 1WE
2. Ship to Party: Customer at the Customer premises: 151 Buckingham Palace Road, London, SW1W 9SZ

7. DISPUTE RESOLUTION

7.1 See Schedule 8

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 £30,000.

8.2 The annual aggregate liability (other than liability governed by 8.1 above) 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 the greater of £30,000 or fifty percent (50%) of all the Charges paid or payable (including all Charges that would have been payable had this Call-Off Agreement been properly performed), 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, with the exception of liability for the matters referred to in 8.1 and 8.2 above, shall in no event exceed the greater of £30,000 or one hundred and twenty five per cent (125%) per cent of all the Charges paid or payable (including all Charges that would have been payable had this Call-Off Agreement been properly performed), 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 five million pounds sterling (£5,000,000) for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) ;
- employers' liability insurance with a minimum limit of five million pounds sterling (£5,000,000) or such higher minimum limit as required by Law .
- Public Liability insurance with a minimum limit of five million pounds sterling (£5,000,000) or such higher minimum limit as required by Law.

10. TERMINATION

10.1 Undisputed Sums Time Period

At least fifty-five (55) Working Days of the date of the written notice specified in Clause CO-9.4 of the Call-Off Agreement.

10.2 Termination Without Cause

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

11. AUDIT AND ACCESS

The provisions of Schedule 5 of the Framework Agreement shall apply to this Call-Off Agreement and the Supplier shall observe the requirements of such Schedule for the duration of the Call-Off Agreement Period and for twelve (12) Months after the expiry of the Call-Off Agreement Period or following termination of this Call-Off Agreement.

The Supplier shall comply with the provisions of Schedule 12 (Records Provision).

12. PERFORMANCE OF THE SERVICES AND DELIVERABLES

12.1 Transition Plan and Milestones

12.1.1 The Supplier shall transition and/or implement the Services in accordance with the requirements and Transition Plan set out in Schedule 4 (Transition and Collaboration).

12.2 Service delivery model

12.2.1 The Supplier shall deliver the Services in accordance with the delivery model set out in Schedule 2 (Service Requirements)

12.3 Service Levels

12.3.1 The Service Levels which shall be achieved by the Supplier in the delivery of the Services are set out in Schedule 3 (Service Levels)

12.4 Exit

12.4.1 The Supplier shall comply with the provisions of Schedule 10 (Exit Management) in respect of the exit of this Call-Off Agreement.

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.

14. Other provisions

It is agreed to satisfy the requirements of clause CO 4.8 (in case there is any breach of security in relation to Customer Confidential Information) that IMGROUP will apply Section A.16 of the ISO27001:2013 Annex Information Security Controls.

The Customer shall own any Deliverables specified in this statement of work subject to making the agreed payment(s) for such. Notwithstanding this, the Supplier will retain exclusive ownership of its know-how and other intellectual property used to deliver such Deliverables ("Supplier IP"). To the extent Deliverables incorporate Supplier IP the Supplier gives Customer a perpetual, non-exclusive and non-transferable right to use such with the relevant Deliverables for the purposes of this statement of work. This includes the Customer sharing such with a third party provider of services as required for such purposes provided the Customer has in place appropriate confidentiality terms with such third party supplier and accepts responsibility for such third party supplier prejudicing the confidentiality of Supplier IP as if such were a breach of confidentiality by the Customer itself.

The Customer will not export the Deliverables or any other data received from the Supplier, without first obtaining any licence required by any applicable government. The Customer agrees that none of the Deliverables will be sold or otherwise transferred to any US-embargoed destination, to any entity subject to a US denial order or to any person, company or entity if the Customer knows or has reason to believe that they will be re-exported, sold or transferred in violation of US or other applicable law or regulations. The Customer certifies that none of the Deliverables will be sold or otherwise transferred to, or made available for any entity or end use that is engaged in the design, development, production, stockpiling or use of nuclear, biological or chemical weapons or missile technology, or for any entity with specific end use that is engaged in conventional weapons or any other military activities.

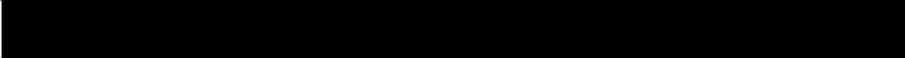
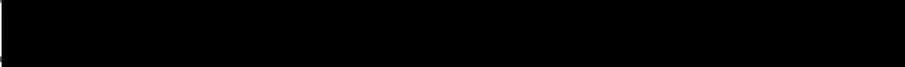
BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide the G-Cloud Services. The Parties hereby acknowledge and agree that they have read the Call-Off Terms and the Order Form and by signing below agree to be bound by the terms of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

For and on behalf of the Supplier:

Name and Title	[Redacted]
Position	[Redacted]

Signature	
Date	19 October 2016

For and on behalf of the Customer:

Name and Title	
Position	
Signature	 X
Date	X 10/11/2016.

CALL-OFF AGREEMENT TERMS AND CONDITIONS

THIS CONTRACT is made on the 1 day of ^{July} ~~November~~ 2016

BETWEEN

- (1) Care Quality Commission of 151 Buckingham Palace Road, London, SW1W 9SZ (the "Customer"); and
- (2) Hitachi Consulting UK Limited, 2 More London Riverside, London, SE1 2AP (the "Supplier").

IT IS AGREED AS FOLLOWS:

CO-1 OVERRIDING PROVISIONS

CO-1.1 The Supplier agrees to supply the G-Cloud Services and any G-Cloud Additional Services in accordance with the Call-Off Terms, including Supplier's Terms as identified in Framework Schedule 1 (G-Cloud Services) and incorporated into this Call-Off Agreement.

CO-1.2 In the event of and only to the extent of any conflict or ambiguity between the Clauses of this Call-Off Agreement, the provisions of the Schedules, any document referred to in the Clauses of this Call-Off Agreement (including Supplier's Terms) and the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:

CO-1.2.1 the Framework Agreement (excluding Framework Schedule 2);

CO-1.2.2 the Clauses of this Call-Off Agreement (excluding Supplier Terms);

CO-1.2.3 the completed Order Form;

CO-1.2.4 the Collaboration Agreement (Framework Schedule 7);

CO-1.2.5 the Supplier's Terms as set out in the Framework Schedule 1 (G-Cloud Services); and

CO-1.2.6 any other document referred to in the Clauses of this Call-Off Agreement.

CO-1.3 The Supplier acknowledges and accepts that the order of prevailing provisions in this Call-Off Agreement is as set out in Clause CO-1.2 above.

CO-2 PREVENTION OF BRIBERY AND CORRUPTION

CO-2.1 If the Supplier breaches

CO-2.1.1 Clauses FW-22.1 or FW-22.2 of the Framework Agreement; or,

CO-2.1.2 the Bribery Act 2010 in relation to the Framework Agreement

the Customer may terminate this Call-Off Agreement.

CO-2.2 The Parties agree that the Management Charge payable in accordance with Clause FW-9 does not constitute an offence under section 1 of the Bribery Act 2010.

CO-3 PROTECTION OF INFORMATION

CO-3.1 The provisions of this Clause CO-3, shall apply during the Call-Off Agreement Period and for such time as the Supplier holds the Customer Personal Data.

CO-3.2 The Supplier shall and shall procure that Supplier's Staff comply with any notification requirements under the DPA and both Parties undertake to duly observe all their obligations under the DPA which arise in connection with the Call-Off Agreement.

CO-3.3 To the extent that the Supplier is Processing the Order Personal Data the Supplier shall:

CO-3.3.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Order Personal Data (and to guard against unauthorised or unlawful Processing of the Order Personal Data and against accidental loss or destruction of, or damage to, the Order Personal Data; and

CO-3.3.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;

CO-3.3.3 promptly notify the Customer of any breach of the security measures to be put in place pursuant to this Clause; and

CO-3.3.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of its obligations under the DPA.

CO-3.4 To the extent that the Supplier Processes Service Personal Data the Supplier shall:

CO-3.4.1 Process Service Personal Data only in accordance with written instructions from the Customer as set out in this Call-Off Agreement;

CO-3.4.2 Process the Service Personal Data only to the extent, and in such manner, as is necessary for the provision of the G-Cloud Services or as is required by Law or any Regulatory Body;

CO-3.4.3 implement appropriate technical and organisational measures to protect Service Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to Service Personal Data and having regard to the nature of the Service Personal Data which is to be protected;

CO-3.4.4 take reasonable steps to ensure the reliability of any Supplier Staff who have access to Service Personal Data;

CO-3.4.5 ensure that all Supplier Staff required to access Service Personal Data are informed of the confidential nature of the Service Personal Data and comply with the obligations set out in this Clause;

CO-3.4.6 ensure that none of the Supplier Staff publish, disclose or divulge Customer's Personal Data to any third party unless necessary for the provision of the G-Cloud Services under the Call-Off Agreement and/or directed in writing to do so by the Customer;

CO-3.4.7 notify the Customer within five (5) Working Days if it receives:

CO-3.4.7.1 a request from a Data Subject to have access to Service Personal Data relating to that person; or

CO-3.4.7.2 a complaint or request relating to the Customer's obligations under the Data Protection Legislation;

CO-3.4.8 provide the Customer with full cooperation and assistance in relation to any complaint or request made relating to Service Personal Data, including by:

CO-3.4.8.1 providing the Customer with full details of the complaint or request;

CO-3.4.8.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Customer's instructions;

CO-3.4.8.3 providing the Customer with any Service Personal Data it holds in relation to a Data Subject (within the timescales required by the Customer); and

CO-3.4.8.4 providing the Customer with any information requested by the Data Subject.

CO-3.5 The Supplier shall:

CO-3.5.1 permit the Customer or the Customer's Representative (subject to the reasonable and appropriate confidentiality undertakings), to inspect and audit the Supplier's data Processing activities (and/or those of its agents, subsidiaries and Sub-Contractors) or provide to the Customer an independent third party inspection and audit certificate in lieu of the same and shall comply with all reasonable requests or directions by the Customer to enable the Customer to verify and/or procure that the Supplier is in full compliance with its obligations under this Call-Off Agreement; and/or

CO-3.5.2 subject to Clause CO-3.6 agree to an appointment of an independent auditor selected by the Supplier to undertake the activities in Clause CO-3.5.1 provided such selection is acceptable to the Customer or Customer Representative (subject to such independent auditor complying with the reasonable and appropriate confidentiality undertakings).

CO-3.6 The Supplier Shall:

CO-3.6.1 obtain prior written consent from the Customer in order to transfer Customer Personal Data to any other person (including for the avoidance of doubt any Sub-Contractors) for the provision of the G-Cloud Services;

CO-3.6.2 not cause or permit to be Processed, stored, accessed or otherwise transferred outside the EEA any Customer Personal Data supplied to it by the Customer without the prior written consent of the Customer. Where the Customer consents to such Processing, storing, accessing or transfer outside the European Economic Area the Supplier shall:

- CO-3.6.2.1 comply with the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is so processed, stored, accessed or transferred;
- CO-3.6.2.2 comply with any reasonable instructions notified to it by the Customer and either:
- CO-3.6.2.3 incorporate standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) or warrant that the obligations set out in the Supplier Terms provide Adequate protection for Personal Data.

CO-3.7 The Supplier shall not perform its obligations under this Call-Off Agreement in such a way as to cause the Customer to breach any of its applicable obligations under the Data Protection Legislation.

CO-3.8 The Supplier acknowledges that, in the event that it breaches (or attempts or threatens to breach) its obligations relating to Customer Personal Data that the Customer may be irreparably harmed (including harm to its reputation). In such circumstances, the Customer may proceed directly to court and seek injunctive or other equitable relief to remedy or prevent any further breach (or attempted or threatened breach).

CO-4 CONFIDENTIALITY

CO-4.1 Except to the extent set out in this Clause or where disclosure is expressly permitted elsewhere in this Call-Off Agreement, each Party shall:

CO-4.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and

CO-4.1.2 not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of this Call-Off Agreement.

CO-4.2 The Supplier may only disclose the Customer's Confidential Information to the Supplier Staff who are directly involved in the provision of the G-Cloud Services and who need to know the information, and shall ensure that such Supplier Staff are aware of and shall comply with these obligations as to confidentiality.

CO-4.3 The Supplier shall not, and shall procure that the Supplier Staff do not, use any of the Customer's Confidential Information received otherwise than for the purposes of this Call-Off Agreement.

CO-4.4 The provisions of Clauses CO-4.1 shall not apply to the extent that:

CO-4.4.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under Clause CO-7 (Transparency) and the FOIA, the Ministry of Justice Code or the Environmental Information Regulations pursuant to Clause CO-6 (Freedom of Information);

CO-4.4.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

CO-4.4.3 such information was obtained from a third party without obligation of confidentiality;

CO-4.4.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Call-Off Agreement;

CO-4.4.5 it shall not impose any obligation on the Customer in respect of Specifically Created Material; or

CO-4.4.6 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 expenditure or charges reasonably incurred by the Customer arising from the Supplier's Default; and

CO-11.5.3 any losses, costs, damages, expenses or other liabilities suffered or incurred by the Customer which arise out of or in connection with the loss of, corruption or damage to or failure to deliver Customer Data by the Supplier.

CO-11.6 The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Call-Off Agreement.

CO-11.7 Subject to Clauses CO-11.2 and Clause CO-11.5, in no event shall either Party be liable to the other for any:

CO-11.7.1 loss of profits;

CO-11.7.2 loss of business;

CO-11.7.3 loss of revenue;

CO-11.7.4 loss of or damage to goodwill;

CO-11.7.5 loss of savings (whether anticipated or otherwise); and/or

CO-11.7.6 any indirect, special or consequential loss or damage.

CO-11.8 The annual aggregate liability for all defaults resulting in direct loss, destruction, corruption, degradation or damage to the Customer Data or the Customer Personal Data or any copy of such Customer Data, caused by the Supplier's default under or in connection with this Call-Off Agreement shall be subject to the financial limits set out in paragraph 8.2 of the Order Form.

CO-12 INSURANCE

CO-12.1 The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under this Call-Off Agreement, including death or personal injury, loss of or damage to property or any other loss (including the insurance policies specified in the relevant paragraph of the Order Form). Such

policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the Call-Off Agreement Period and for the minimum insurance period as set out in paragraph 9 of the Order Form.

CO-12.2 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under this Call-Off Agreement.

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

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

CO-13.2 The Customer shall pay all sums properly due and payable to the Supplier in cleared funds within the time period specified in paragraph 6 of the Order Form.

CO-13.3 The Supplier shall ensure that each invoice contains all appropriate references and a detailed breakdown of the G-Cloud Services supplied and that it is supported by any other documentation reasonably required by the Customer to substantiate the invoice.

CO-13.4 Where the Supplier enters into a Sub-Contract it shall ensure that a provision is included in such Sub-Contract which requires payment to be made of all sums due by the Supplier to the Sub-Contractor within a specified period not exceeding thirty (30) calendar days from the receipt of a validly issued invoice, in accordance with the terms of the Sub-Contract.

CO-13.5 The Supplier shall add VAT to the Charges at the prevailing rate as applicable.

CO-13.6 The Supplier shall fully indemnify the Customer on demand and keep the Customer fully indemnified on a continuing basis against any liability, including without limitation against any interest, penalties or costs, which are suffered or incurred by or levied, demanded or assessed on the Customer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Call-Off Agreement. Any amounts due under this Clause CO-13 shall be paid by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.

CO-13.7 The Supplier shall not suspend the supply of the G-Cloud Services unless the Supplier is entitled to terminate this Call-Off Agreement under Clause CO-9.4 for Customer's failure to pay undisputed sums of money. Interest shall be payable by the Customer on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time).

CO-13.8 In the event of a disputed invoice, the Customer shall make payment in respect of any undisputed amount in accordance with the provisions of Clause CO-13 of this Call-Off Agreement and return the invoice to the Supplier within ten (10) Working Days of receipt with a covering statement proposing amendments to the invoice and/or the reason for any non-payment. The Supplier shall respond within ten (10) Working Days of receipt of the returned invoice stating whether or not the Supplier accepts the Customer's proposed amendments. If it does then the Supplier shall supply with the response a replacement valid invoice.

CO-14 CO-13.9 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, a Collaboration Agreement should be executed between the Parties, on or prior to the Commencement Date.

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

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

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

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

CO-21 VARIATION PROCEDURE

CO-21.1 The Customer may request in writing a variation to this Call-Off Agreement provided that such variation does not amount to a material change of the Framework Agreement and/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 INTELLECTUAL PROPERTY

- CO-22.1 Neither the Customer nor the Supplier shall acquire any right, title or interest in the other's pre-existing Intellectual Property Rights. All IPR in any Materials:
- CO-22.1.1 furnished to or made available to the Supplier by or on behalf of the Customer shall remain the property of the Customer (or the relevant Third Party Supplier); and
 - CO-22.1.2 prepared by or for the Supplier on behalf of the Customer for use, or intended use, in relation to the performance by the Supplier of its obligations under this Call-Off Agreement (**Specifically Created Materials**) shall belong to the Customer.
- CO-22.2 The Customer grants or shall procure the grant for the Call-Off Agreement Period of a non-exclusive and revocable licence to the Supplier to use any IPR in any Customer Materials or Customer Third Party Materials furnished to or provided by the Customer to the Supplier, to the extent necessary and solely for the purpose of the delivery by the Supplier of the Services and the receipt by the Customer of the benefit of this Call-Off Agreement.
- CO-22.3 The Supplier grants to the Customer a royalty-free, irrevocable and non-exclusive licence with a right to sub-licence) to use any Supplier Materials furnished to or provided by the Supplier to the Customer which the Customer reasonably requires in order exercise its rights and obtain the benefit of this Call-Off Agreement including receipt of the Services.
- CO-22.4 The Supplier hereby assigns to the Customer, with full title guarantee, all Intellectual Property Rights which may subsist in the Specifically Created Materials. This assignment shall take effect on the Commencement Date or as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Supplier. The Supplier shall execute all documentation necessary to execute this assignment.
- CO-22.5 The Supplier shall procure that any third party owner of any Intellectual Property Rights in any Supplier Third Party Materials which are or will be used in order for the Supplier to perform its obligations under this Call-Off Agreement grants to the Customer a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Customer an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same in order for the Customer to exercise its rights and obtain the benefit of this Call-Off Agreement including the receipt of the Services. Such licence or sub-licence shall be non-exclusive, perpetual, royalty free and irrevocable and shall include the right for the Customer to sub-licence, transfer, novate or assign to other Contracting Authorities, a Replacement Supplier or to any other third party supplying services to the Customer.
- CO-22.6 The Supplier shall not infringe any Intellectual Property Rights of any third party in supplying the Services and the Supplier shall, during and after the Call-Off Agreement Period, indemnify and keep indemnified and hold the Customer and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities arising from or brought

by a third party against the Customer for the infringement of such third party's Intellectual Property Rights, except where any such claim arises from:

CO-22.6.1 items or Materials based upon designs supplied by the Customer; or

CO-22.6.2 the use of data supplied by the Customer which is not required to be verified by the Supplier under any provision of the Call-off Agreement.

CO-22.7 The Customer shall notify the Supplier in writing of any claim or demand brought against the Customer for infringement or alleged infringement of any Intellectual Property Right in Materials supplied or licensed by the Supplier.

CO-22.8 The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in material supplied or licensed by the Supplier, and the Supplier shall have sole control and authority provided that:

CO-22.8.1 where there is an impact on the Customer the Supplier shall consult with the Customer and shall keep the Customer informed on all substantive issues which arise during the conduct of such litigation and negotiations;

CO-22.8.2 the Supplier shall take due and proper account of the interests of the Customer; and

CO-22.8.3 where there is an impact on the Customer, the Supplier shall not settle or compromise any claim without the Customer's prior written consent (not to be unreasonably withheld or delayed).

CO-22.9 The Customer shall at the request of the Supplier afford to the Supplier all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Customer or the Supplier by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Supplier's obligations under the Call-Off Agreement and the Supplier shall indemnify the Customer for all reasonably incurred costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Supplier shall not, however, be required to indemnify the Customer in relation to any costs and incurred in relation to or arising out of a claim, demand or action which relates to the matters in clause CO22.5.1 or CO22.5.2.

CO-22.10 The Customer shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Customer or the Supplier in connection with the performance of its obligations under the Call-off Agreement, without the consent of the Supplier (such consent not to be unreasonably withheld or delayed).

CO-22.11 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the provision of the Services or in reasonable opinion of the Supplier is likely to be made, the Supplier shall notify the Customer and, at its own expense and subject to the consent of the Customer (not to be unreasonably withheld or delayed), use its best endeavours to:

CO-22.11.1 modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent

performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply mutatis mutandis to such modified Services or to the substitute Services; or

CO-22.11.2 procure a licence to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Customer; and

in the event that the Supplier is unable to comply with clauses CO22.10.1 or CO-22.10.2 within 20 Working Days of receipt of the Supplier's notification, the Customer may terminate the Call-Off Agreement with immediate effect by notice in writing.

CO-23 DISPUTE RESOLUTION

CO-23.1 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-23.2 If the dispute cannot be resolved by the Parties pursuant to this Clause, the Parties shall refer it to mediation.

CO-23.3 If the dispute cannot be resolved by mediation the Parties may refer it to arbitration.

CO-23.4 The obligations of the Parties under this Call-Off Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation or arbitration pursuant to this Clause and the Supplier and Supplier's Staff shall continue to comply fully with the requirements of this Call-Off Agreement at all times.

CO-23.5 Nothing in this clause CO-23 shall prohibit or prevent either Party from seeking injunctive relief in the courts.

Schedule 1

Definitions

1 Framework Agreement Definitions

1.1 Unless otherwise stated, the definitions set out in the Framework Agreement shall apply to this Call-Off Agreement.

2 Terms applicable to this Call-Off Agreement

2.1 Where any term of this Call Off Agreement or the Supplier's Terms requires the Supplier to indemnify any new or replacement supplier in respect of any losses or liabilities, such indemnity obligation shall oblige the Supplier to pay to the Customer such sums as would have been paid to the relevant new or replacement supplier.

2.2 The following terms shall have the following meanings for the purposes of this Call-Off Agreement:

Applications	means Seibel CRM and OBIEE and all other software, routines, scripts and Interfaces that are constituent in the provision or use of Seibel CRM and/or OBIEE.
Call-Off Agreement	the clauses of this Call-Off Agreement, the Call Off Order Form together with the schedules and annexes to it or attached to it
Call-off Agreement Period	means the period of the Call-Off Agreement as specified in paragraph 1.1 and 1.2 of the Call Off Order Form;
Change	any change to this Call-Off Agreement;
Change Authorisation note	the form used by the Parties to set out the agreed Change and which shall be substantially in the form of Appendix 3 to Schedule 9 (Change Control Procedure);
Change Communication	any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to Schedule 9 (Change Control Procedure)
Change Control Procedure	the procedure for changing this Call-Off Agreement, as set out in schedule 9 (Change Control Procedure)
Change Control Procedure	means the procedure set out in Schedule 9 to the Call Off Order Form
Change Management	means the management and authorisation of Changes
Change Request	a written request for a Change which shall be substantially in the form of Appendix 1 to Schedule 9 (Change Control Procedure)
Charges	means the prices (exclusive of any applicable VAT), payable to the Supplier by the Customer under the Call-Off Agreement, as set out in paragraph 6.1 of the Call Off Order Form and Schedule 5 (Charges) to the Call Off Order Form, in consideration of the full and proper performance by the Supplier of its obligations under the Call-Off Agreement
Commencement Date	means the date as set out in paragraph 1.1 of the Call Off Order Form being the date on which the Supplier shall start to provide the Services

Confidential Information	means all information (including confidential or sensitive commercial, financial, marketing and/or technical information in written, electronic or any other form or medium) of either party which is marked 'confidential' or 'secret' or is, by its nature, clearly confidential, that is disclosed by either party to the other in respect of the provision by the Supplier of the Services, whether directly or indirectly and whether before or after the Commencement Date.
Core Hours	means 08:00 to 22:00 each Working Day;
Change in Law	any change in law, which impacts on the performance of the Services which comes into force after the Commencement Date
Customer / Supplier Change Manager	Means the individuals responsible for the management of the Change Control Procedure as set out in Schedule 9 (Change Control Procedure)
Customer and Supplier Heads of Department	means: (1) the individual(s) working for the Supplier or Customer who are the head(s) of the department responsible for implementation of the Call-Off Agreement; and (2) which have the authority to engage in strategic discussions and make decisions pertaining to the Call-Off Agreement
Customer and Supplier Service Managers	means the individual(s) working for the Supplier or Customer who hold management positions which include responsibilities which pertain to performance of the Call-Off Agreement
Customer Assets	means the Customer Materials, any Specially Created Material (once title in the same has been assigned by the Supplier), all data, software, assets, equipment or other property owned by the Customer and which is or may be used in connection with the provision or receipt of the Services
Customer Data	means all Customer data and personal data (each as defined by the Data Protection Act 1998), all data and information relating to the Customer, any Customer Users, employees, officers and/or any operations, facilities, personnel, assets and programs in each case in whatever form that data and information may exist and of whatever nature including, without limitation, text, drawings, diagrams, images and sounds
Customer Material	means any Material which is provided by the Customer to the Supplier for use in connection with this Call Off Agreement, the Intellectual Property Rights in which are owned by the Customer and includes all Customer Data, documentation, processes and procedures, and know-how
Customer Premises	means premises owned, controlled or occupied by the Customer which are made available for use by the Supplier or its subcontractors for provision of the Services (or any of them) on the terms set out in this Call-Off Agreement or any separate Call-Off Agreement or licence
Customer Representative	means the representative appointed by the Customer from time to time in relation to this Call-Off Agreement
Customer Service Desk	means the single point of contact help desk set up and operated by the Customer or a third party provider on behalf of the Customer to

	deal with queries from Customer Users relating to the Customer's ICT systems and services
Customer System	means the Customer's computing environment as at the Commencement Date (consisting of hardware, software and/or telecommunications networks or equipment) used by the Customer or the Supplier in connection with this Call-Off Agreement which is owned by or licensed to the Customer by a third party and which interfaces with the Supplier System or which is necessary for the Customer to receive the Services and includes the Infrastructure, Applications and Customer Hardware
Customer Third Party Material	means any Material which is provided by the Customer (or any of its Third Party Providers) to the Supplier for use in connection with this Call Off Agreement, the Intellectual Property Rights in which are owned by a third party
Customer User	means any person authorised by the Customer to access and use the Customer System;
Default	means any breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the Supplier in connection with or in relation to this Framework Agreement or the Call-off Agreement and in respect of which the Supplier is liable to the Customer
Dispute Resolution Procedure	means the procedure set out in Schedule 8 (Dispute Resolution).
Documentation	means all descriptions of the Services and Service Levels, technical specifications, user manuals, operating manuals, process definitions and procedures, and all such other documentation as: (a) is required to be supplied by the Supplier to the Customer under this Call-Off Agreement; (b) is required by the Supplier in order to provide the Services; or (c) has been or shall be generated for the purpose of providing the Services;
Exit Manager	the person appointed by each party pursuant to Schedule 7 (Exit Management), paragraph Error! Reference source not found. for managing the parties' respective obligations under Schedule 7 (Exit Management)
Exit Plan	the plan produced by the Supplier in accordance with Schedule 7 (Exit Management)
Expiry Date	means the date specified in paragraph 1.2 of the Call Off Order Form being the date on which the Supplier shall cease to provide the Services (with the exception of any Terminating Services or Termination Assistance which shall terminate upon the date specified in accordance with Schedule 7 (Exit Management))
Fast-track Change	any Call-Off Agreement Change which the Parties agree to expedite in accordance with paragraph 7 of Schedule 9 (Change Control Procedure);

Force Majeure Event	shall have the meaning given to it in Schedule 6 (Interpretation) of the Framework Agreement
Framework Agreement	means the G-Cloud Services 6 framework agreement (including its clauses, schedules and annexes) entered into by the Supplier with the Crown Commercial Service under which the Supplier undertook to provide G-Cloud Services and Additional G Cloud Services
Impact Assessment	an assessment of a Change Request substantially in the form of Appendix 2 of Schedule 9 (Change Control Procedure)
Incident	means any matter referred to the Supplier Helpdesk that relates to an event which affects the performance of, or has caused or may cause disruption to, or a reduction in, or access to the functionality or the quality of the Applications (or any part thereof)
Infrastructure	means the hardware, firmware and software that provide the platform, computing resources, storage and connectivity for the Applications. Infrastructure includes all physical hardware including servers, disks, local data centre network equipment, storage, cables and power supplies together with the necessary firmware, operating systems and monitoring and utility applications. Infrastructure also includes all data base components including instances, listeners and all other requirements necessary to provide the data base engine
Intellectual Property Rights or IPR	means patents (including rights in, and/or to, inventions, trade marks, service marks, trade names and business names (including goodwill), design rights, rights in and/or to internet domain names and website addresses, copyright, database rights, rights in and to confidential information (including know how and trade secrets) and all other intellectual property rights subsisting at any time in any part of the world
Interfaces	means the interfaces between Seibel CRM and OBIEE and each of these and all other software and/or hardware that are constituent in the provision or use of the Applications
LAN	means the local area network
Load	Unless otherwise stipulated means the volume of demand for a service and any subsequent requirement for CPU, memory and storage
Management information	the information specified in Schedule 3 (Service Levels), Schedule 5 (Charges) and Schedule 6 (Governance) to be provided by the Supplier to the Customer;
Material	means any document, information, data or other material (in whatever form) including Software, firmware, documented methodology, process and procedure (including without limitation any reports, specifications, business rules and requirements, user manuals, user guides, operations manuals, training materials and instruction), and any other output (in whatever form)
Monthly Service Report	means the report on services provided by the Supplier to the Customer in accordance with Schedule 3 (Service Levels), Part B, clause 3 and Schedule 6 (Governance)

Monthly Service review	means the inter parties review of services to take place each month in accordance with Schedule 6 (Governance) following the Commencement Date
OBIEE	means Oracle Business Intelligence Enterprise Edition, a collection of business intelligence tools provided by the Oracle Corporation as may be updated from time to time
Operational Change	any change in the Suppliers operational procedures which in all respects, when implemented: (a) will not affect the Charges or the Suppliers costs of performing the Services and will not result in any other costs to the Customer, and/or (b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services; and/or (c) will not adversely affect the interfaces or interoperability of the Services with any of the Customer's IT infrastructure; and/or (d) will not require a change to the Call-Off Agreement
Operations Manual	means the instructions manual to be developed by the Supplier in accordance with Schedule 2 (Service Requirements), Part A, paragraph 4 to the Call-Off Order Form
Oracle Corporation	means the provider of Siebel CRM and OBIEE as at the Commencement Date
Outside Core Hours	any Saturday, Sunday or a statutory bank holiday in the UK and the period after 22:00 until 08:00 in each Working Day;
Performance Monitoring	means the monitoring process specified in Schedule 3 (Service Levels), Part B, paragraph 1
Phase 1	means the two month period from the conclusion of transition (the conclusion of transition being as set out in the Transition Plan) unless otherwise varied by written agreement between the parties
Phase 2	means the period beginning from the conclusion of Phase 1 until the end of the Call Off Agreement Period
Quarterly Call-Off Agreement Review	means a review of the Call-Off Agreement to take place before the expiry of each three month period commencing on the Commencement Date, unless otherwise agreed in writing between the parties.
Receiving Party	the Party which receives a proposed Call-Off Agreement Change.
Reimbursable Expenses	means those expenses the Supplier shall be entitled to be reimbursed by the Customer for reasonable travel and subsistence (e.g. hotel and food) expenses properly and necessarily incurred in the performance of those Services
Release Management	means the process utilised by the Customer to manage the deployment of Releases which may include the planning, packaging, scheduling, testing, authorising and implementation of releases
Releases	means any changes to the Infrastructure performed in accordance with an agreed and predefined implementation plan
Repeat Failures	means more than a single occurrence of the same Incident within a rolling 4 week period
Replacement Supplier	means any third party service provider of services in replacement for the Services as may be appointed by the Customer from time to time;

Resolution time	means the period of time required to restore Application Availability
Siebel CRM	means the Customer's customer relationship management (CRM) IT system provided by the Oracle Corporation and its constituent parts as may be updated from time to time
Service Credit	the sums payable in respect of the failure by the Supplier to meet one or more Service Levels as specified in Schedule 3 (Service Levels) to the Call Off Order Form
Service Downtime	any period of time during which an Application is not Available
Service Failure	A failure to meet the levels of service required to be provided, as prescribed in Schedule 3 (Service Levels) to the Call Off Order Form
Service Level Reports	the report which summarises the performance by the Supplier against each of the Service Levels, which report shall be prepared by the Supplier and submitted to the Customer pursuant to Schedule 3 (Service Levels), Part B, paragraph Error! Reference source not found.
Service Levels	the levels of service required to be provided, as prescribed in Schedule 3 (Service Levels) to the Call Off Order Form;
Service Requirements	means the Customers requirements for the provision of the Services as set out in Schedule 2 (Services Requirements) to this Call-Off Agreement
Service Review Meeting	the regular meeting between the Supplier and the Customer to manage and review the Suppliers performance under the Call-Off Agreement, as further described in Schedule 3 (Service Levels), Part B, paragraph 3.4 to the Call Off Order Form
Services	means any and all of the services to be provided by the Supplier under this Call-Off Agreement including (but not limited to) G-Cloud Services, any Additional G-Cloud Services and those services which are set out in Schedule 2 (Services Requirements), Schedule 4 (Transition and Collaboration) and Schedule 7 (Exit Management)
Severity	means the seriousness of an Incident and its impact on the Customer's business
Severity Level	means the level of severity of an Incident as defined in Schedule 2 (Service Requirements) to the Call Off Order Form
Specifically Created Material	means any Material (including modifications to Materials), which is created specifically for the Customer by, for or on behalf of the Supplier or any of its subcontractor in anticipation of, in connection with and/or in the course of the performance of any of the Services
Sub-contractor	means any third party engaged by the Supplier from time to time under a sub-contract (permitted pursuant to the Framework Agreement and the Call-Off Agreement) and its servants or agents in connection with the provision of the Services from time to time
Supplier Equipment	Means the hardware, computer and telecoms devices and/or equipment supplied by the Supplier or its subcontractors (but not hired, leased or loaned from the Customer) for the provision of the Services
Supplier Helpdesk	the single point of contact help desk set up and operated by the Supplier to deal with Incidents

Supplier Material	means any Material which is provided the Supplier to the Customer for use in connection with this Call Off Agreement (or is otherwise required the Customer in connection with the receipt of the Services), the Intellectual Property Rights in which are owned by the Supplier
Supplier Premises	means any premises from which the Supplier provides the Services from (excluding any Customer Premises) or from which the Supplier manages, organises or otherwise directs the provision or the use of the Services or where any part of the Supplier System is situated or where any physical interface with the Customer System takes place;
Supplier Representative	means the representative appointed by the Supplier from time to time in relation to this Call-Off Agreement
Supplier System	means the information and communications technology system used by the Supplier in performing the Services including the Software, the Supplier Equipment and related cabling (but excluding the Customer System)
Supplier Third Party Material	means any Material which is provided the Supplier (or any of its subcontractors) to the Customer for use in connection with this Call Off Agreement (or is otherwise required the Customer in connection with the receipt of the Services), the Intellectual Property Rights in which are owned by a third party, but excluding Specifically Created Materials
Terminating Services	means the Services that are due to expire and in respect of which a Termination Assistance Request (as defined in Schedule 7 (Exit Management)) has been served; or are being terminated in accordance with clause CO-9 of this Call Off Agreement, and in both cases excludes any Termination Assistance.
Termination	means the termination of this Agreement in accordance with clause CO-9 of the Call Off Agreement Terms and Conditions
Termination Assistance	means the assistance to be provided by the Supplier to assist with the transition of part or all of the Services from the Supplier to a Replacement Supplier in accordance with schedule 7 (Exit Management)
Termination Assistance Period	means any period of up to 6 months determined in accordance with Schedule 7 (Exit Management) during which Termination Assistance is required to be provided by the Supplier
Termination Date	means the effective date of a Termination as specified in the relevant notice of Termination
Third Party Provider	means a supplier that is not a party to this Call-Off Agreement
Transition Plan	means the plan referred to an appended to Schedule 4 (Transition and Collaboration)
Working Days	means any calendar day other than Saturday, Sunday or a statutory bank holiday in the UK

Schedule 2

Change Authorisation Note

CR NO.:	TITLE:	DATE RAISED:
PROJECT:	TYPE OF CHANGE:	REQUIRED BY DATE:
KEY MILESTONE DATE: <i>if any</i>		
DETAILED DESCRIPTION OF CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND DETAILS OF ANY RELATED VARIATIONS:		
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CHANGE:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE OR COST-PLUS BASIS):		
SIGNED ON BEHALF OF THE CUSTOMER:		SIGNED ON BEHALF OF THE SUPPLIER:
Signature: _____		Signature: _____
Name: _____		Name: _____
Position: _____		Position: _____
Date: _____		Date: _____

Schedule 10

Customer Responsibilities and Assets

Part A: Customer Responsibilities

1 INTRODUCTION

- 1.1 The responsibilities of the Customer set out in this schedule shall constitute the exclusive Customer Responsibilities under this Call-Off Agreement
- 1.2 The responsibilities specified within this schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

2 GENERAL OBLIGATIONS

- 2.1 The Customer shall:
 - 2.1.1 designate one individual to whom the Supplier may address operational communications concerning the Call-Off Agreement.
 - 2.1.2 make reasonable numbers of its staff available in a timely manner for meetings
 - 2.1.3 cooperate with the Supplier in providing knowledge transfer assistance as approved by customer in a timely manner.
 - 2.1.4 cooperate with the Supplier, including making management decisions, information, approvals and acceptances, as reasonably requested by the Supplier so the Supplier can meet its obligations and responsibilities under any work order
 - 2.1.5 provide Supplier personnel reasonable facilities that may be required by the Supplier in order for the Supplier to provide the Services, which may include laptops, desks, access to telephones provided that the Supplier shall provide at least 48 hours advance notice of any Supplier personnel that it expects to be on-site at Customer premises. The use of these Customer facilities by the Supplier shall be free of charge.
 - 2.1.6 provide all specific software, hardware and other technology assets (with the exception of any hardware and/or equipment used by the Supplier on Supplier Premises generally in the delivery of its business) as required for the performance of the Services provided that:
 - 2.1.6.1 the Supplier complies with the Security requirements of Schedule 11 and any other policies and/or procedures notified to the Supplier by the Customer;
 - 2.1.6.2 as further detailed in Part B of this Schedule 10, the Supplier shall provide a list of any software required to deliver the Services (including but not limited to any software which it may require to have access to on Customer owned hardware), including its licensing requirements (such as the number of required licenses and the use/type of license required). The parties shall agree such list of software and it (and any subsequent variation to it) shall be added to this Call-Off Agreement by way of the Change Control procedure set out in Schedule 9 as approved software. The Supplier shall be authorised to install and use only such approved software and equipment as is set out in this Call-Off Agreement is approved by the Customer; and

2.1.6.3 the Supplier keeps full and accurate records of the number of licences required and the number of users licensed to use the relevant software.

APPENDIX 2

Management Information Reports

In accordance with the provisions of paragraph Error! Reference source not found. of this schedule 12 the Supplier shall provide the following reports:

1. Supplier Monthly Service Level Reports

- ii.

Service Level Agreement

Description of Services

Background

This SOW defines a Service Level Agreement (SLA) for the provision of Managed Services for the Healthwatch Information Repository (the Solution). It aims to:

1. Quantify the level of services that will be provided by Consultant to Client.
2. Clarify the type of activities that will be included in the agreement.

System Scope Summary

The following table lists the solution components and clarifies which components are covered and not covered by this SLA.

Solution Component	In-Scope Components	Out-of-scope Components
Data / Content		Data or content held within the system.
Device		<ul style="list-style-type: none"> • Laptop/Desktop/Tablet/Phone • Windows OS • Desktop applications
Custom Application	<ul style="list-style-type: none"> • Healthwatch Information Repository SharePoint Solution • Azure Website 	
COTS Software	<ul style="list-style-type: none"> • SharePoint Online (Configuration) • Yammer (Configuration) 	
Database		<ul style="list-style-type: none"> • SQL server installation

Infrastructure and OS		<ul style="list-style-type: none"> • Windows Client/Server operating system • Rack space • Power • Internet connectivity • Air conditioning • Physical security • DNS • Azure
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Services Scope Summary

The in-scope solution components and activities for Consultant are shown below.

Solution Components	Activity															
	Proactive Maintenance			Support & Development						Environment Control			Recovery		Knowledge	
	Availability Monitoring	Trend and Usage Monitoring	Health and Maintenance	Incident Management 1 st Line	Incident Management 2 nd Line	Incident Management 3 rd Line	Problem Management	Change Management	Service Request Fulfilment	Release Management	Configuration Management	Patch Management	Disaster Recovery Management	Backup Management	User Knowledge	Technical Knowledge
Data / Content	C	C	C	C	C	C	C	C	C	C	C	X	M	M	C	C
Custom Application	C	H	H	C	H	H	H	H	H	H	H	X	M	M	C	H
COTS Software	C	H	H	C	H	H	H	H	H	H	H	M	M	M	C	H
Infrastructure and OS	M	M	M	M	M	M	M	M	M	M	M	M	M	M	X	H
Service Management	H/C															
Cont Service Improvement	H/C															
Cont Solution Improvement	H/C															

H = Consultant responsibility

C or Blank = Client responsibility

M = Microsoft responsibility

3 = 3rd Party Supplier

Proactive Maintenance

Trend and Usage Monitoring

Outline

This arrangement is intended to cover regular monitoring of the solution to maintain availability and health.

Responsibilities

Consultant can undertake the following types of work within this arrangement:

- Gathering of statistics on a daily basis in the following areas:
 - Performance metrics
 - Capacity metrics
 - Usage metrics
- Issue a monthly monitoring report, highlighting any issues and demonstrating observed system trends

Out of Scope

This arrangement does not include

- Real-time monitoring and alerting

Support & Development

Incident Management (2nd and 3rd line support)

Outline

This arrangement is intended to cover 2nd and 3rd line support of the Solution. When a request is made to Consultant for assistance, Consultant will endeavour to respond within the target times outlined below.

Responsibilities

Consultant can undertake the following types of work within this arrangement:

- Second and third-line incident response, with in-depth technical analysis and resolution of issues on the live environment

- Bug-fixing and testing
- Deployments to UAT and Live
- Escalation to Microsoft as required

Service Levels

The following service levels will apply:

Priority Level	Impact	Target Response Time	Target Resolution Time
		<i>Consultant working on the issue</i>	<i>A fix deployed</i>
P1	An unplanned incident causing loss of service to multiple users in multiple businesses/locations	4 working hours	8 working hours
P2	Individual user unable to work Reduced functionality causing <i>severe</i> disruption to the completion of business critical tasks	2 working days	4 working days
P3	User experiencing a problem Reduced functionality causing <i>some</i> disruption to the completion of business critical tasks	5 working days	10 working days
P4	Non-urgent query or request Reduced functionality resulting in minimal impact to users	As agreed	As agreed

Notes

- Measurement starts from the time the incident email or phone call is received.
- Target resolution times given above begin once the issue has been acknowledged. Note that due to the nature of the system and the technologies involved resolution times cannot be guaranteed and, where provided above, are for guidance only. In some cases actual resolution times may vary significantly from the targets.

Change Management

Outline

This arrangement is intended to cover minor enhancements to the Solution.

Responsibilities

Consultant can undertake the following types of work within this arrangement:

- Creation of SharePoint web parts
- Creation of SharePoint sites
- Other minor system enhancements

Out of Scope

- Larger enhancements that, by mutual agreement, would be handled as a separate project

Environment Control

Release Management

Outline

This arrangement is intended to manage controlled releases of changes to the environment.

Responsibilities

Consultant can undertake the following types of work within this arrangement:

- Creation of release notes
- Creation of deployment package
- Deployment of changes
- Management of release history

Configuration Management

Outline

This arrangement is intended to manage configurations and versions of components in the environment.

Responsibilities

Consultant can undertake the following types of work within this arrangement:

- Maintenance of configuration database
- Management of source code
- Co-ordination of source code changes, check-ins, etc.

Knowledge

Technical Knowledge

Outline

This arrangement is intended to cover management of technical knowledge of the Solution.

Responsibilities

Consultant can undertake the following types of work within this arrangement:

- Create and maintain technical support documentation

Continuous Service Improvement

Outline

This arrangement is intended to cover ongoing improvement of the service.

Responsibilities

Consultant can undertake the following types of work within this arrangement:

- Agree service KPIs and review during service review meetings
- Identify potential service improvements
- Implement service improvements and track against KPIs

Continuous Solution Improvement

Outline

This arrangement is intended to cover ongoing improvement of the Solution.

Responsibilities

Consultant can undertake the following types of work within this arrangement:

- Agree solution roadmap and review on a regular basis

- Identify potential solution improvements
- Work with Client to prioritise improvements and deliver through Change Management or a separate Statement of Work

Service Management

A Service Delivery Manager will be appointed to oversee the project. In addition there will be a number of “behind-the-scenes” activities in order to keep the service going.

These are the activities covered by this arrangement:

- Knowledge retention in the team, through ongoing updates of support documentation and knowledge transfer ahead of holidays or other absences
- Planning and managing resources, including holiday cover and arranging specialist resources as required
- Preparation and sending of the weekly Status of Current Work Report
- Preparation and sending of the monthly Service Report, highlighting cases worked on, volume of cases and performance against SLAs
- Regular Service Review Meetings
- Management escalation paths
- Technical escalation paths (to original developers and extended consultancy team)
- Continuous Service Improvement

Service Hours

The Consultant helpdesk service will be available during normal UK business hours (9am to 5:30pm) Monday to Friday, excluding bank and public holidays.

After-hours and weekend emergency service can be provided on a commercially reasonable endeavours basis and will be charged as detailed in the Fees section of this document.

Deliverables

The following key deliverables will be produced at the specified frequency:

Reference	Name	Content	Format	Frequency
RFC	Request for Change	Details of change requested to the solution	Word	Ad-hoc

The following are Service Management deliverables from the Service Operation phase:

Reference	Name	Content	Format	Frequency
SOCW	Status of Current Work Report	Status of current issues	Email	<ul style="list-style-type: none"> Weekly during Service Operation
SR	Service Report	<ul style="list-style-type: none"> Performance against SLA Performance against budget Volume of issues 	PDF	<ul style="list-style-type: none"> Monthly during Service Operation

Assumptions and Dependencies

All assumptions made, or dependencies identified, have a material impact on the estimates and/or pricing that Consultant has prepared. Variations may therefore lead to changes in the agreed pricing. Consultant has identified the following items as having particular relevance:

- Consultant is engaged only to perform the specific tasks and responsibilities set forth in this SOW, its attachments and any mutually executed Change Orders that are assigned to it under the aforementioned documents.
- The project language for all documentation and communication is English.
- Access to Client applications, including legacy applications, will be made available as appropriate.
- Services detailed in this SoW will generally be performed from the Consultant offices in London, Manchester or India.
- For on-site work, accommodations such as workspace, connectivity to the applicable servers and printers, internet access, and telephones with voice mail will be provided to facilitate the completion of our work at the Client facilities. These accommodations will be available upon arrival onsite.
- Hardware and software necessary to establish remote connectivity is in place, such as VPNs.
- The appropriate compliant software and licences have been purchased by Client and are available to the Consultant team prior to commencement of services. Client is responsible for all licensing direct with any relevant third party.
- It is the Client responsibility to ensure the data is in the required format of the required quality.

- Client will make key strategic decisions in a timely manner (no more than five (5) working days).
- Client will provide access to legacy system documentation, resources and legacy systems as required by Consultant to perform the Services.
- Access to Client applications, including legacy applications, will be made available as reasonably required by Consultant for the performance of the Services.
- Client will ensure attendance of Client representatives at all governance and steering meetings to facilitate timely decisions and discussions, in accordance with the governance section of this SOW.
- Client shall provide feedback of issues with document deliverables within a maximum of three (3) working days or otherwise agreed on individual basis. Both parties shall make reasonable efforts to avoid delays to the project by approving open issues within the agreed timeframe as set in the issue tracker governed by project phases. Any delay in resolving issues/granting approvals that can materially impact the project will need to be escalated and dealt with as high priority from both sides.

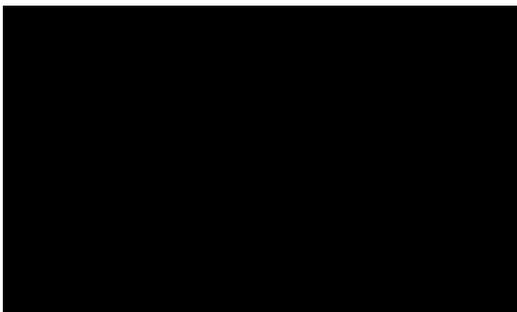
Acceptance Criteria and Procedures

Client will provide written acceptance or written notice of non-conformity for each deliverable within 5 business days (unless otherwise agreed between the parties in writing) from the receipt of the deliverable (the "Acceptance Period").

A deliverable will be deemed to be accepted on the earliest of (i) delivery of such deliverable and where relevant such deliverable meeting the Acceptance Criteria (ii) Client's live production use of such deliverable, whether in whole or in part; (iii) Client providing written acceptance of such deliverable and (iv) if Client has failed to provide written acceptance or written notice of non-conformity of such deliverable within the Acceptance Period, expiry of the Acceptance Period.

Contacts and Escalation

Consultant





Client may escalate issues if required through the following escalation path:

- Level 1: Service Delivery Manager
- Level 2: Head of Managed Services
- Level 3: Account Manager
- Level 4: CEO

Fees

Service Operation and Management

A monthly service operation and management fee of [REDACTED] will be charged. This will cover the activities outlined in the Service Operation and Management section in the Service Level Agreement.

Incident Management (2nd/3rd Line) and Other Services

For the provision of incident management (2nd/3rd line) and other services a fee of £ [REDACTED] per calendar month will be charged. This will include [REDACTED] of consultancy to be used as required.

Resource allocation each month is committed up to the agreed monthly support provision, as defined in the Fees section of this agreement. Any over-use or under-use of days is offset against the following months, up to a maximum of [REDACTED] save that under no circumstances will this at any point (such as upon termination of this Statement of Work) result in Consultant being required to refund any sums paid to date. Resource usage will be monitored and highlighted in the Monthly Service Report and the resource allocation can be adjusted following the next Service Review meeting.

The total sum (excluding additional efforts) is **£27,900 excluding VAT** and will be invoice on 31st of October 2016.

In addition, a total of [REDACTED] of consultancy services will be carried forward from the previous agreement period.

Additional items

Where out-of-hours support is requested by Client and Consultant agrees to provide it the following multipliers are applicable to the daily effort:

- [REDACTED]
- [REDACTED]
- [REDACTED]

Expenses

It is assumed that all work will be completed within the M25 orbit of London for which IMGROUP will make no charge for travel. If travel is required outside of the M25 applicable expenses will be applied.

Billing

At the end of each month Client will receive an invoice for the month, payable within 30 days of its date.

If Client disputes any invoice it shall timely pay the undisputed portion and promptly notify

Consultant in writing of the nature of the dispute as to the remainder, and the parties will use commercially reasonable efforts to resolve the dispute expeditiously. No partial payment by Client shall be deemed to be other than on account of the full amount otherwise due and Consultant shall be entitled to accept such payment without compromise or prejudice to any rights of Consultant.

Authority to Proceed

Agreed to and Accepted by the Parties:

Information Management Group Limited

By:

Name:

Title:

Date:

19 October 2016

Care Quality Commission

By:

Name:

Title:

Date:

10/11/2016