

Call-Off Terms

Date	1 st April 2015	Order Reference	
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FROM:

Customer	Greater London Authority "Customer"
Customer's Address	City Hall The Queens Walk London SE1 2AA
Invoice Address	Accounts Payable PO Box 45276 14 Pier Walk London SE10 1AJ
Principal Contact	Name: Chaitali Hireker Address: City Hall, The Queens Walk, London, SE1 2AA [REDACTED] [REDACTED]

TO:

Supplier	Sirius Corporation Ltd "Supplier"
Supplier's Address	Brooklands Business Park Wellington Way Weybridge Surrey KT13 0TT
Account Manager	Name: Kelly Taylor Address: Brooklands Business Park, Wellington Way, Weybridge, Surrey, KT13 0TT [REDACTED] [REDACTED]

1. TERM
<p>1.1 Commencement Date</p> <p>This Call-Off Agreement commences on: 01/04/2015</p> <p>1.2 Expiry Date</p> <p>This Call-Off Agreement shall expire on:</p> <p>1.2.1 31/03/2016; or</p> <p>1.2.2 the second (2) anniversary of the Commencement Date; whichever is the earlier, unless terminated earlier pursuant to Clause CO-9 of the Call-Off Agreement.</p> <p>1.3 Services Requirements</p> <p>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.</p> <p>1.3.2 G-Cloud Services</p> <p>1.3.2.1 Lot1 IaaS N/A</p> <p>1.3.2.2 Lot 2 PaaS N/A</p> <p>1.3.2.3 Lot 3 SaaS N/A</p> <p>1.3.2.4 Lot 4 Managed Service ID number 5.G2.0435.005 Specialist G-Cloud Services</p> <p>1.3.2.5 G-Cloud Additional Services N/A</p>

2. PRINCIPAL LOCATIONS
<p>2.1 Principal locations where the services are being performed</p> <p>The service will be primarily performed at Sirius' Head Office although there will be a need for occasional onsite visits to the client' premises.</p>

3. STANDARDS
<p>3.1 Quality Standards</p> <p>Working towards ISO9001</p> <p>3.2 Technical Standards</p>

Working towards ISO27001

4. ONBOARDING

4.1 On-boarding

Service Level Agreements will be in place for this contract as detailed in the clarification request.

5. CUSTOMER RESPONSIBILITIES

5.1 Customer's Responsibilities

Grant appropriate access to the servers we are supporting

Provide escalation contacts

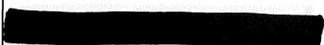
5.2 Customer's equipment

Hardware and hosting is the responsibility of the client.

6. PAYMENT

6.1 Payment profile and method of payment

Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS



Indicate preferred payment profile by selecting one from:

6.1.1 Monthly in advance

or

6.1.2 Quarterly in advance

6.2 Invoice format

The Supplier shall issue electronic invoices Monthly/Quarterly in advance. The Customer shall pay the Supplier within **ten (10) calendar days** of receipt of a valid invoice, submitted in accordance with this paragraph 6.2, the payment profile set out in paragraph 6.1 above and the provisions of this Call-Off Agreement.

7. DISPUTE RESOLUTION

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

Director/CEO

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 [REDACTED]

8.2 The annual aggregate liability for all defaults resulting in direct loss, destruction, corruption, degradation or damage to the Customer Data or the Customer Personal Data or any copy of such Customer Data, caused by the Supplier's default under or in connection with this Call-Off Agreement shall in no event exceed [REDACTED]

8.3 The annual aggregate liability under this Call-Off Agreement of either Party for all defaults shall in no event exceed the greater of [REDACTED] 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 [REDACTED] for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time;
- **employers' liability insurance** with a minimum limit of [REDACTED] or such higher minimum limit as required by Law from time to time.

10. TERMINATION

10.1 Undisputed Sums Time Period

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

10.2 Termination Without Cause

At least thirty (30) Working Days in accordance with Clause CO-9.2 of the Call-Off Agreement. Full fees will be payable by the Customer if the contract is terminated without cause.

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

12. PERFORMANCE OF THE SERVICES AND DELIVERABLES

12.1 Service Levels

Service Level Agreement – ICT11950

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1.	

1. General

- 1.1. The Supplier shall deliver the services detailed below (the 'Services').
- 1.2. The Services are to be delivered as a managed service.
- 1.3. Supplier provide support and maintenance for Customer websites including but not exclusively;

[REDACTED]

2. Access to the Customer Network / Premises

- 2.1. Services shall generally be delivered remotely.
- 2.2. Customer shall arrange such access as is reasonably required for the Supplier to deliver the Services.
- 2.3. On request the Supplier shall attend at Customer premises.

2.4. [REDACTED]

3. Support Desk Incident Management / Ticket Creation

3.1. Supplier shall operate a support desk and provide support [REDACTED]

Email

Tel

3.2. [REDACTED]

3.3. [REDACTED]

3.4. Ticket Process

- 1. Supplier support team alerted immediately when a new ticket comes in.
- 2. Ticket updated to confirm receipt; work commences.
- 3. Critical tickets are escalated to senior staff to ensure that the ticket is resolved in the shortest time possible and Customer account manager will notified to ensure that communications are kept up to date.

4. Open Ticket Management

- 4.1. Supplier shall conduct regular ticket reviews to ensure that no updates are missed and set reminders for the team as to when tickets require updates.
- 4.2. The review process is to be managed by Supplier's Head of Ops.

5. Support Desk Hours

5.1. Normal Service Hours

5.1.1. [REDACTED]

5.2. Disruptive Updates / Upgrades

5.2.1. Changes that may cause disruption to a live website or service are to be managed in accordance with the Change Management process detailed herein and will generally take place between and [REDACTED]

6. Response and Resolution Times

6.1. Times are shown as response times and those in brackets are target fix time, the asterisks indicate response time agreed with customer.

* Response time agreed with customer

Priority Matrix	Impact		
	High	Medium	Low
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Urgency Classification Table

Urgency	The measure of criticality of an incident or problem based on the <i>business needs of the customer.</i>
[REDACTED]	[REDACTED]

Impact *The extent to which an incident leads to distortion of agreed or expected service levels.*

7. Monitoring

- 7.1. The Supplier shall monitor all websites continually (using appropriate software), including the key components of the underlying infrastructure i.e. the web servers and operating systems to ensure that they are performing optimally.
- 7.2. Supplier shall, on commencement of the service [REDACTED]
- 7.3. Supplier shall use [REDACTED] this will generate [REDACTED] if any issues and the support team will respond and raise a ticket.
- 7.4. Supplier shall initially classify the Urgency of the ticket and shall work to the applicable resolution times.
- 7.5. Customer may alter the Urgency rating of tickets raised by the Supplier.
- 7.6. The ticket will be kept up to date with what the issue was, details of the fix and whether any changes need to be made to prevent further occurrences.
- 7.7. As part of the service implementation, Supplier shall provide details of what will be installed on the servers for this monitoring to be implemented and what access is required by Supplier.
- 7.8. If required by Customer, Supplier shall grant access to Customer staff to login and view reports.
- 7.9. All monitoring derived tickets/alerts will be treated the same as a support issue and Supplier shall apply the same response and resolution procedures.

8. Reporting

- 8.1. Supplier shall, on a monthly or quarterly basis (to be agreed between the parties within one month of the commencement date) supply the following reports to the Customer;
 - 8.1.1. Support Report detailing;
 - 8.1.1.1. Open tickets;
 - 8.1.1.2. Closed Tickets;
 - 8.1.1.3. Tickets in progress;
 - 8.1.1.4. Tickets that breach resolution SLA;
 - 8.1.1.5. Problem analysis including solution and possible future impact analysis.
 - 8.1.2. Change Report detailing
 - 8.1.2.1. In progress Minor Changes;
 - 8.1.2.2. In progress Project Changes;
 - 8.1.2.3. Pending Change Approvals;
 - 8.1.2.4. Wash-up on completed changes for the period.
 - 8.1.3. Other as specified by Customer from time to time.

9. Proactive Maintenance and Support

- 9.1. Supplier shall provide certain pro-active maintenance services / tasks such as advising the Customer on and [REDACTED]
- 9.2. Supplier will pass notifications [REDACTED] to Supplier support team and will communicate these to the client via a ticket and [REDACTED]
- 9.3. [REDACTED]
- 9.4. Any urgent security related issues will be communicated by phone to Customer to ensure a rapid fix.
- 9.5. Supplier shall make suggestions on data retention, adding new servers and space usage to ensure that Customer hardware can perform to its maximum capability.

10. Change Management

- 10.1. Supplier shall carry out planned changes to the websites.
- 10.2. Occasionally, the Supplier will be required to attend meetings of the approval body [REDACTED]
- 10.3. **Minor Changes**
 - 10.3.1. Minor Changes are included under the Services Fee.
 - 10.3.2. These are in general small scale changes and not expected to be longer than [REDACTED] duration. Changes include but are not limited to the following:
 - [REDACTED]
 - [REDACTED]
 - 10.3.3. The purpose of these small changes will be to provide new or enhance existing functionality whilst ensuring that this does not adversely impact existing functionality. In general, these changes will be applied during planned release slots.
 - 10.3.4. In all cases, the Customer will provide a specification of requirements, detailed as appropriate, setting out the business / functional requirements. In response, the Supplier will provide a brief method statement setting out how they propose to fulfil the requirement.
 - 10.3.5. On receipt of a change request, Supplier shall begin a discovery phase to ensure it fully understand the scope of the request and clarify the requirement as necessary. Supplier will then estimate the effort involved, detail the work required and agree timescales with the requestor.
 - 10.3.6. All work will be completed in the development environment. Supplier shall hand work over to Customer for testing once Supplier's internal tests are complete.
 - 10.3.7. Once the work has been signed off in development, Supplier will generate a release note and agree a suitable time window for this to be deployed.

- 10.3.8. Any code changes shall be stored in version control software [REDACTED]
[REDACTED]
- 10.3.9. All Supplier engineers shall work to best practise when writing new code eg making good use of comments so it is clear to others what the code is doing.
- 10.3.10. When a new module is proposed Supplier shall complete a due diligence to ensure that the module is stable and will not affect any other areas of the site.

10.4. Project Changes

- 10.4.1. Project Changes are chargeable as per the Day Rates.

10.4.2. [REDACTED]

10.4.3. [REDACTED]

10.5. Release Management

- 10.5.1. Planned changes will be deployed on [REDACTED] For non-disruptive changes, releases will be carried [REDACTED] For disruptive changes, the releases will be carried out [REDACTED]
[REDACTED]
- 10.5.2. Each Release will be preceded by a planning phase which will capture agreement on the changes required, testing, code to be released and risk management. The relevant details will be captured in a Release Note and circulated to stakeholders at least 24hrs prior to the deployment. The Supplier will be required to produce / provide information relating to each Release Note.
- 10.5.3. The planning phase would form a release note which will be sent to the client detailing the planned change, what is involved in the deployment and a roll back procedure. The steps will be tagged to make it clear who is responsible for each action.
- 10.5.4. The Supplier's engineer on shift will be responsible for updating the Customer regarding any complications arising and also once the release has been completed so that it can be signed off by Customer.

11. Working with Others

- 11.1. Supplier shall work with other suppliers on instruction from Customer.
- 11.2. Customer shall make a request to [REDACTED] where it wishes Supplier to undertake such work.
- 11.3. Work may be at a technical or commercial level.

12. Account Management

- 12.1. The Supplier shall;
 - 12.1.1. Assign a single Account / Relationship manager
 - 12.1.2. Participate in monthly Service Reviews
 - 12.1.3. Assign personnel to the Contract
 - 12.1.4. Document on all work carried out to an agreed level of detail and standard but in any event to a standard consistent with best industry practice as applicable to the Services detailed herein.

13. Escalation

13.1.1. Escalation contacts for the parties are as follows;

Customer

1st Level Contact

NAME & POSITION	CONTACT DETAILS	Area of Responsibility
Chaitali Hireker	[REDACTED]	[REDACTED]
Business Consultant	[REDACTED]	

2nd Level Contact

NAME & POSITION	CONTACT DETAILS	Area of Responsibility

Supplier

1st Level Contact

NAME & POSITION	CONTACT DETAILS	Area of Responsibility
Kelly Taylor, Account Manager	[REDACTED]	[REDACTED]

2nd Level Contact

NAME & POSITION	CONTACT DETAILS	Area of Responsibility

14. Fees

14.1. Day Rates

#	Role	Role Rate / Day
1	[REDACTED]	£ [REDACTED]
2	[REDACTED]	£ [REDACTED]
3	[REDACTED]	£ [REDACTED]
4	[REDACTED]	£ [REDACTED]

14.2. Services Fee

Core Service Costs [REDACTED]

15. Duration

Commencement Date 01/04/2015

Expiry Date 31/03/2016

16. Invoicing

16.1.1. Address where invoices shall be sent:

GLA Accounts Payable

PO Box 45276

14 Pier Walk

London

SE10 1AJ

17. Form of Variation

Contract Parties: *[to be inserted]*

Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone *[to be inserted]*

Fax *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

Pursuant to Clause CO-21 'VARIATION PROCEDURE' of the Contract, authority is given for the variation to the Services and the Fees as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Procurement Manager as an acceptance by the Service Provider of the variation shown below.

DETAILS OF VARIATION

AMOUNT (£)

ALLOWANCE TO THE CUSTOMER

EXTRA COST TO THE CUSTOMER

TOTAL

.....
For the **CUSTOMER** (signed)

.....
(print name)

13. [COLLABORATION AGREEMENT

In accordance with Clause CO-20 of this Call-off Agreement, the Customer does not require the Supplier to

13. [COLLABORATION AGREEMENT

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

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

For and on behalf of the Supplier:

Name and Title	Kelly Taylor
Position	Director
Signature	
Date	1 st April 2015

For and on behalf of the Customer:

Name and Title	Chaitali Hireker
Position	Business Consultant
Signature	
Date	24 April 2015