

Dated 5 October 2016

(1) Independent Parliamentary Standards Authority

(2) Vysiiion Limited

Agreement for the provision of Managed Hardware Support
Services

Contents

1	Definitions and interpretation	1
2	Term	9
3	Extending the Initial Term	9
4	Due diligence and the Supplier's warranty	9
5	Supply of services	10
6	Transitional arrangements	11
7	Service Levels	11
8	Service standards	12
9	Compliance	12
10	Authority's Premises and Authority Assets	13
11	Disaster recovery	14
12	Payment	14
13	Key Personnel	16
14	Reporting and meetings	17
15	Additional Services and Future Work	17
16	Change control and continuous improvement	18
17	Dispute resolution	18
18	Sub-contracting and assignment	19
19	Indemnities	20
20	Limitation of liability	20
21	Insurance	21
22	Freedom of information	22
23	Data protection	22
24	Confidentiality	23
25	Audit	24
26	Intellectual Property	25
27	Termination for breach	26

28	Force majeure	26
29	Prevention of bribery	27
30	Consequences of termination	29
31	Non-solicitation	29
32	Waiver	29
33	Rights and remedies	29
34	Severability	30
35	Partnership or agency	30
36	Third party rights	30
37	Publicity	30
38	Notices	30
39	Entire agreement	31
40	Counterparts	31
41	Governing law	31
42	Jurisdiction	32
Schedule 1	Specification	34
Schedule 2	Service Level Agreement	56
Schedule 3	Supplier's Tender	97
Schedule 4	Charges and payment	98
Schedule 5	Contract management	102
Schedule 6	Disaster recovery	104
Schedule 7	Change control	106
Schedule 8	Exit	108
Schedule 9	Commercially sensitive information	111
Schedule 10	Authority Responsibilities	112
Schedule 11	Hardware Inventory	113

This agreement is dated 5 October 2016

Parties

- (1) Independent Parliamentary Standards Authority, an authority created by the Parliamentary Standards Act 2009 (**Authority**) based on the 4th Floor, 30 Millbank, London, SW1P 4DU.
- (2) Vysiion Limited, incorporated and registered in England and Wales with company number 03208975, whose registered office is at Connect 17, Aron Way, Langley Park, Chippenham, Wiltshire, SN15 1GG, United Kingdom (**Supplier**).

Introduction

- A The Authority sought proposals for the provision of IT Support Services (including infrastructure services, communication services and professional services) by means of a public tender exercise. The Authority placed a contract notice in the Official Journal of the European Union seeking expressions of interest from potential providers for the provision of managed hardware support services (including infrastructure services, communication services and professional services).
- B The Authority has, through a competitive process, selected the Supplier to provide these services and the Supplier is willing and able to provide the services in accordance with the terms and conditions of this agreement.

Agreed terms

1 Definitions and interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Achieved Service Level in respect of any Service in any measurement period, the standard of performance actually achieved by the Supplier in the provision of that Service in the measurement period in question (calculated and expressed in the same way as the relevant Service Target is calculated and expressed in Schedule 2).

Additional Services the Future Work and related Professional Services and Project Work identified in the Specification and which may be called off by the Authority from time to time in accordance with clause 15 of this Agreement.

Associated Company any holding company from time to time of the Supplier and any subsidiary from time to time of the Supplier, or any subsidiary of any such holding company.

Authorised Representatives the persons respectively designated as such by the Authority and the Supplier, the first such persons being set out in Schedule 5.

Authority Assets any materials, plant or equipment owned or held by the Authority and provided by the Authority for use in providing

the Services.

Best Practice	Industry	the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the Service Levels, the term, the pricing structure and any other relevant factors.
Bribery Act		the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
Catastrophic Failure		<p>(a) a failure by the Supplier for whatever reason to implement the Disaster Recovery Plan successfully and in accordance with its terms on the occurrence of a Disaster.</p> <p>(b) any action by the Supplier, whether in relation to the Services and this agreement or otherwise, which in the reasonable opinion of the Authority's Authorised Representative has or may cause significant harm to the reputation of the Authority.</p>
Change		any change to this agreement including to any of the Services.
Change Note	Control	the written record of a Change agreed or to be agreed by the parties pursuant to the Change Control Procedure and containing the items set out in paragraph 2.4 of the Change Control Procedure.
Change Procedure	Control	the procedure for changing this agreement, as set out in Schedule 7.
Charges		the charges which shall become due and payable by the Authority to the Supplier in respect of the Services in accordance with the provisions of this agreement, as such charges are set out in Schedule 4.
Commencement Date		30 September 2016.
Commercially Sensitive Information		the information listed in Schedule 9 comprising the information of a commercially sensitive nature relating to the Supplier, its Intellectual Property or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss.

Consistent Failure	a breach of more than one Service Level Target or the Supplier otherwise repeatedly breaching any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement.
Contract Year	a period of 12 months, commencing on the Commencement Date.
Contracting Authority	means any Contracting Authority as defined in the Public Contracts Regulations 2015.
Crown	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales) including, but not limited to, government ministers and government departments and particular bodies, persons and government agencies.
Crown Body	any department, office or agency of the Crown.
Data Processor	shall have the same meaning as set out in the Data Protection Act 1998.
Data Protection Legislation	the Data Protection Act 1998 (DPA), the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.
Disaster	an event defined as a disaster in the Disaster Recovery Plan.
Disaster Recovery Plan	a plan which sets out the procedures to be adopted by the Supplier in the event that the Supplier is unable to provide the Services (or any of them) by reason of a Disaster (including the procedures to be taken by the Supplier in planning and providing for any such event), the Disaster Recovery Plan at the date of this agreement being set out in Schedule 6.
Dispute Resolution Procedure	the procedure set out in clause 17.
EIRs	the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant

government department in relation to such regulations.

Exit Management Plan	the plan set out in Schedule 8.
FOIA	the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
Force Majeure	any cause affecting the performance by a party of its obligations under this agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Supplier, the Supplier's Personnel or any other failure in the Supplier's supply chain.
Goods	the goods to be supplied by the Supplier under this agreement including all documentation and other information to be provided to the Authority under this agreement.
Health and Safety Policy	the health and safety policy of the Authority and/or other relevant Crown Body as provided to the Supplier on or before the Commencement Date and as subsequently provided to the Supplier from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety.
Information	has the meaning given under section 84 of FOIA.
Initial Term	the period commencing on the Commencement Date and ending on the third anniversary of the Commencement Date.
Insolvency Event	<p>where:</p> <ul style="list-style-type: none">(a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or(b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent

reconstruction of that other party; or

- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company); or
- (e) the holder of a qualifying floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier; or
- (g) a creditor or encumbrancer of the Supplier 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 other party's assets and such attachment or process is not discharged within 14 days; or
- (h) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (g) (inclusive); or
- (i) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

**Intellectual
Property**

any and all intellectual property rights of any nature anywhere in the world whether registered, registrable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any

websites.

Key Personnel	those personnel identified in Schedule 5 for the roles attributed to such personnel, as modified pursuant to clause 13.
Law	any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply.
Management Reports	the reports to be prepared and presented by the Supplier in accordance with clause 14 and Schedule 2 to include a comparison of Achieved Service Levels with the Service Level Targets in the measurement period in question and measures to be taken to remedy any deficiency in Achieved Service Levels.
Necessary Consents	all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Service.
Payment Plan	the plan for payment of the Charges as set out in Schedule 4.
Personal Data	shall have the same meaning as set out in the Data Protection Act 1998.
Prohibited Act	<p>the following constitute Prohibited Acts:</p> <ul style="list-style-type: none">(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:<ul style="list-style-type: none">(i) induce that person to perform improperly a relevant function or activity; or(ii) reward that person for improper performance of a relevant function or activity;(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;(c) committing any offence:<ul style="list-style-type: none">(i) under the Bribery Act;(ii) under legislation or common law concerning

		fraudulent acts;
	(iii)	defrauding, attempting to defraud or conspiring to defraud the Authority.
	(d)	any activity, practice or conduct which would constitute one of the offences listed under clause 1.1(c), if such activity, practice or conduct had been carried out in the UK.
Remediation Notice		a notice served by the Authority in accordance with clause 27.1.1.
Request Information	for	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.
Service Failure		a failure by the Supplier to provide the Services in accordance with any Service Level Targets.
Service Agreement	Level	the service level agreement set out in Schedule 2.
Service Target	Level	the minimum level of performance for a Service Level which is required by the Authority as set out against the relevant Service Level in Schedule 2, and Service Level Targets shall have the corresponding meaning.
Services		the services to be delivered by or on behalf of the Supplier under this agreement (including the provision of the Goods), as more particularly described in the Specification and to be performed in accordance with the Service Level Agreement.
Specification		the Specification set out in Schedule 1.
Sub-Contract		any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.
Sub-Contractor		the contractors or suppliers that enter into a Sub-Contract with the Supplier.
Supplier Infrastructure		the hardware, software, telecommunications and other items used by the Supplier or its sub-contractors in the performance of its obligations under this Agreement
Supplier Party		the Supplier's agents and contractors, including each Sub-Contractor.
Supplier's Personnel		all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-Contractors who are engaged in the provision of the Services from time to time.

Supplier's Tender	the tender submitted by the Supplier and other associated documentation set out in Schedule 3.
Term	the period of the Initial Term as may be varied by: <ul style="list-style-type: none"> (a) any extensions to this agreement which are agreed pursuant to clause 3; or (b) the earlier termination of this agreement in accordance with its terms.
Termination Date	the date of expiry or termination of this agreement.
Termination Payment Default	a failure by the Authority to pay the Charges, where required to do so, in accordance with clause 12 of this Agreement.
TUPE	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246).
Working Day	Monday to Friday, excluding any public holidays in England and Wales.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Words in the singular shall include the plural and vice versa.
- 1.7 A reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.9 A reference to **writing** or **written** includes faxes and email.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this agreement) at any time.

- 1.12 References to clauses and schedules are to the clauses and Schedules of this agreement; references to paragraphs are to paragraphs of the relevant Schedule.
- 1.13 Where there is any conflict or inconsistency between the provisions of the agreement, such conflict or inconsistency shall be resolved according to the following order of priority:
 - 1.13.1 the clauses of the agreement (other than the Schedules)
 - 1.13.2 Schedule 1 to this agreement
 - 1.13.3 the remaining schedules to this agreement other than Schedule 3
 - 1.13.4 Schedule 3 to this agreement
- 1.14 In the event of a conflict between the provisions of Part A and Part B of Schedule 3 to this agreement, the Authority shall determine in its absolute discretion which part shall take precedence.

Commencement and duration

2 Term

This agreement shall be deemed to have taken effect on the Commencement Date and shall continue for the Term.

3 Extending the Initial Term

- 3.1 The Authority may extend this agreement beyond the Initial Term by two periods of up to one year each provided that no more than two extensions may be made and the combined extension period shall not exceed two years in total (**Extension Period**). If the Authority wishes to extend this agreement, it shall give the Supplier at least three months' written notice of such intention before the expiry of the Initial Term or, if one extension has already occurred, the Extension Period.
- 3.2 If the Authority gives such notice then the Term shall be extended by the period set out in the notice.
- 3.3 If the Authority does not wish to extend this agreement beyond the Initial Term this agreement shall expire on the expiry of the Initial Term and the provisions of clause 30 shall apply.

4 Due diligence and the Supplier's warranty

- 4.1 The Supplier acknowledges and confirms that:
 - 4.1.1 it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Authority all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this agreement;

- 4.1.2 it has received all information requested by it from the Authority pursuant to clause 4.1.1 to enable it to determine whether it is able to provide the Services in accordance with the terms of this agreement;
 - 4.1.3 it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Authority pursuant to clause 4.1.2;
 - 4.1.4 it has raised all relevant due diligence questions with the Authority before the Commencement Date; and
 - 4.1.5 it has entered into this agreement in reliance on its own due diligence.
- 4.2 Save as provided in this agreement, no representations, warranties or conditions are given or assumed by the Authority in respect of any information which is provided to the Supplier by the Authority and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 4.3 The Supplier:
 - 4.3.1 as at the Commencement Date, warrants and represents that all information contained in the Supplier's Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the agreement; and
 - 4.3.2 shall promptly notify the Authority in writing if it becomes aware during the performance of this agreement of any inaccuracies in any information provided to it by the Authority during such due diligence which materially and adversely affects its ability to perform the Services or meet any Service Level Target.
- 4.4 The Supplier shall not be entitled to recover any additional costs from the Authority which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Authority by the Supplier in accordance with clause 4.3.2 save where such additional costs or adverse effect on performance have been caused by the Supplier having been provided with fundamentally misleading information by or on behalf of the Authority and the Supplier could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Supplier shall be entitled to recover such reasonable additional costs from the Authority or shall be relieved from performance of certain obligations as shall be determined by the Change Control Procedure.
- 4.5 Nothing in this clause 4 shall limit or exclude the liability of the Authority for fraud or fraudulent misrepresentation.

The services

5 Supply of services

- 5.1 The Supplier shall provide the Services to the Authority with effect from the Commencement Date and for the duration of this agreement in accordance with the provisions of this agreement, including (without limitation) the Specification and Service Level Agreement.
- 5.2 The Authority's assets which shall be covered by the Services are detailed in Schedule 11.
- 5.3 The Authority shall comply with the Authority's responsibilities set out in Schedule 10.

- 7.1 Where any Service is stated in Schedule 2 to be subject to a specific Service Level, the Supplier shall provide that Service in such a manner as will ensure that the Achieved Service Level in respect of that Service is equal to or higher than such specific Service Level Target.
- 7.2 As existing Services are varied and new Services are added, Service Level Targets for the same will be determined and included within Schedule 1 and Schedule 2.
- 7.3 The Supplier shall provide records of Management Reports summarising the Achieved Service Levels as provided for in clause 14.

8 Service standards

- 8.1 Without prejudice to clause 6, the Supplier shall provide the Services, or procure that they are provided:
 - 8.1.1 with reasonable skill and care and in accordance with the best practice prevailing in the IT support industry from time to time;
 - 8.1.2 in all respects in accordance with the Authority's policies set out as notified to the Supplier from time to time;
 - 8.1.3 in accordance with the standards and principles of the ISO 27001 series; and
 - 8.1.4 in accordance with all applicable Laws.

9 Compliance

- 9.1 The Supplier shall ensure that all Necessary Consents are in place to provide the Services and the Authority shall not (unless otherwise agreed) incur any additional costs associated with obtaining, maintaining or complying with the same.
- 9.2 Where there is any conflict or inconsistency between the provisions of the agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Supplier has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services.
- 9.3 The Supplier shall perform its obligations under this agreement (including those in relation to the Services) in accordance with:
 - 9.3.1 all applicable Law regarding health and safety; and
 - 9.3.2 the Health and Safety Policy whilst at the Authority's Premises.
- 9.4 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority's Premises of which it becomes aware and which relate to or arise in connection with the performance of this agreement. The Supplier shall instruct the Supplier's Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

- 9.5 Without limiting the general obligation set out in clause 9.1, the Supplier shall (and shall procure that the Supplier's Personnel shall):
- 9.5.1 perform its obligations under this agreement (including those in relation to the Services) in accordance with:
- (a) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (b) the Authority's equality and diversity policy as provided to the Supplier from time to time; and
 - (c) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality law;
- 9.5.2 take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation); and
- 9.5.3 at all times comply with the provisions of the Human Rights Act 1998 in the performance of this agreement. The Supplier shall also undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under the Human Rights Act 1998.

10 Authority's Premises and Authority Assets

- 10.1 The Authority shall, subject to clause 9, provide the Supplier (and its Sub-Contractors) with access to such parts of the Authority's Premises as the Supplier reasonably requires for the purposes only of properly providing the Services.
- 10.2 Subject to the requirements of clause 30 and the Exit Management Plan, in the event of the expiry or termination of the agreement, the Authority shall on reasonable notice provide the Supplier with such access as the Supplier reasonably requires to the Authority's Premises to remove any of the Supplier's equipment. All such equipment shall be promptly removed by the Supplier.
- 10.3 The Supplier shall ensure that:
- 10.3.1 where using the Authority's Premises and any Authority Assets they are kept properly secure and it will comply and cooperate with the Authority's Authorised Representative's reasonable directions regarding the security of the same;
 - 10.3.2 only those of the Supplier's Personnel that are duly authorised to enter upon the Authority's Premises for the purposes of providing the Services, do so; and

- 10.3.3 any Authority Assets used by the Supplier are maintained (or restored at the end of the Term) in the same or similar condition as at the Commencement Date (fair wear and tear excepted) and are not removed from Authority's Premises unless expressly permitted under this agreement or by the Authority's Authorised Representative.
- 10.4 The Authority shall maintain and repair the Authority Assets, however, where such maintenance or repair arises directly from the act, omission, default or negligence of the Supplier or its representatives (fair wear and tear excluded) the costs incurred by the Authority in maintaining and repairing the same shall be recoverable from the Supplier as a debt.
- 10.5 The Supplier shall notify the Authority immediately on becoming aware of any damage caused by the Supplier, its agents, employees or Sub-Contractors to any property of the Authority, to any of the Authority's Premises or to any property of any other recipient of the Services in the course of providing the Services.

11 Disaster recovery

- 11.1 The Supplier shall comply at all times with the relevant provisions of the Disaster Recovery Plan.
- 11.2 Following the declaration of a Disaster in respect of any of the Services, the Supplier shall:
 - 11.2.1 implement the Disaster Recovery Plan;
 - 11.2.2 continue to provide the affected Services to the Authority in accordance with the Disaster Recovery Plan; and
 - 11.2.3 restore the affected Services to normal within the period laid out in the Disaster Recovery Plan,

To the extent that the Supplier complies fully with the provisions of this clause 11 (and the reason for the declaration of a Disaster was not breach of any of the other terms of this agreement on the part of the Supplier), the Service Levels to which the affected Services are to be provided during the continuation of the Disaster shall not be the Service Levels as referred to in clause 6 but shall be the Service Levels set out in the Disaster Recovery Plan or (if none) the best service levels which are reasonably achievable in the circumstances.

Charges and payment

12 Payment

- 12.1 In consideration of the provision of the Services by the Supplier in accordance with the terms and conditions of this agreement, the Authority shall pay the Charges to the Supplier.
- 12.2 The Supplier shall invoice the Authority for payment of the Charges in accordance with the invoicing schedule set out Schedule 4 (Charges and

Payment) of this Agreement. All invoices shall be directed to the Authority's Authorised Representative.

- 12.3 Where the Supplier submits an invoice to the Authority in accordance with clause 12.2, the Authority will consider and verify that invoice within 7 days.
- 12.4 The Authority shall pay the Supplier any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- 12.5 Where the Authority fails to comply with clause 12.3, the invoice shall be regarded as valid and undisputed 14 days after the date on which it is received by the Authority.
- 12.6 Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
 - 12.6.1 provisions having the same effect as clause 12.3 to clause 12.5 of this agreement; and
 - 12.6.2 a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clause 12.3 to clause 12.5 of this agreement.

In this clause 12.6, "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this agreement.

- 12.7 Where any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 17. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until the earlier of 7 days after resolution of the dispute between the parties.
- 12.8 Subject to clause 12.7, interest shall be payable on the late payment of any undisputed Charges properly invoiced under this agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. The Supplier shall not suspend the supply of the Services if any payment is overdue.
- 12.9 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice. The Supplier shall indemnify the Authority against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Authority 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 agreement.
- 12.10 The Supplier shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Authority pursuant to this agreement. Such records shall be retained for

inspection by the Authority for 6 years from the end of the Contract Year to which the records relate.

- 12.11 The Authority may retain or set off any sums owed to it by the Supplier which have fallen due and payable against any sums due to the Supplier under this agreement or any other agreement pursuant to which the Supplier or any Associated Company of the Supplier provides goods or services to the Authority.
- 12.12 If the Authority wishes to set off any amount owed by the Supplier to the Crown or any part of the Crown (including the Authority) against any amount due to the Supplier pursuant to clause 12.11 it shall give notice to the Supplier within 30 days of receipt of the relevant invoice, setting out the Authority's reasons for withholding or retaining the relevant Charges.
- 12.13 The Supplier shall make any payments due to the Authority, or to the Crown or any Crown Body, without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Supplier.

Staff

13 Key Personnel

- 13.1 Each party shall appoint the persons named as such in Schedule 5 as the individuals who shall be responsible for the matters allocated to such Key Personnel. The Key Personnel shall be those people who are identified by each party as being key to the success of the implementation and/or operation of the Services and who shall be retained on the implementation and/or operation of the Services for such time as a person is required to perform the role which has been allocated to the applicable Key Personnel. The Key Personnel shall have the authority to act on behalf of their respective party on the matters for which they are expressed to be responsible.
- 13.2 The Supplier shall not remove or replace any of the Key Personnel unless:
 - 13.2.1 requested to do so by the Authority; or
 - 13.2.2 the person is on long-term sick leave; or
 - 13.2.3 the element of the Services in respect of which the individual was engaged has been completed to the Authority's satisfaction; or
 - 13.2.4 the person resigns from their employment with the Supplier; or
 - 13.2.5 the Supplier obtains the prior written consent of the Authority.
- 13.3 The Supplier shall inform the Authority of the identity and background of any replacements for any of the Key Personnel as soon as a suitable replacement has been identified. The Authority shall be entitled to interview any such person and may object to any such proposed appointment within 14 Working Days of being informed of or meeting any such

replacement if, in its reasonable opinion, it considers the proposed replacement to be unsuitable for any reason.

- 13.4 Each party shall ensure that the role of each of its Key Personnel is not vacant (in terms of a permanent representative) for more than 7 Working Days. Any replacement shall be as, or more, qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom they have replaced. A temporary replacement shall be identified with immediate effect from the Supplier or the Authority becoming aware of the role becoming vacant.
- 13.5 The Authority may require the Supplier to remove, or procure the removal of, any of its Key Personnel whom it considers, in its reasonable opinion, to be unsatisfactory for any reason which has a material impact on such person's responsibilities.
- 13.6 If the Supplier replaces the Key Personnel as a consequence of this clause 13, the cost of effecting such replacement shall be borne by the Supplier.

Contract management

14 Reporting and meetings

- 14.1 The Supplier shall provide the management reports in the form and at the intervals set out in Schedule 5.
- 14.2 The Authorised Representatives and relevant Key Personnel shall meet in accordance with the details set out in Schedule 5 and the Supplier shall, at each meeting, present its previously circulated Management Reports in the format set out in Schedule 5.
- 14.3 The Authority may monitor the performance of the Services by the Supplier.
- 14.4 The Supplier shall co-operate, and shall procure that its Sub-Contractors co-operate, with the Authority in carrying out the monitoring referred to in clause 14.3 at no additional charge to the Authority.

15 Additional Services and Future Work

- 15.1 The Supplier has provided the Authority with pricing in relation to Additional Services, being the Future Work described in the Specification.
- 15.2 The Authority may from time to time require to the Supplier to provide the Additional Services and, to the extent that the Additional Services will not result in any Change to the existing Services that are being provided by the Supplier, the Supplier shall provide the Additional Services in accordance with the pricing set out in Schedule 4 of this Agreement.
- 15.3 To the extent that the Authority considers that the procurement by the Authority of Additional Services is likely to involve a Change to the existing services the parties agree that the request by the Authority for Additional Services shall follow the Change Control Procedure set out in Schedule 7 to this Agreement.

- 15.4 To the extent that there is any dispute over whether the request for Additional Services will result in a Change to the existing Services the Supplier shall, in response to the request for Additional Services, no later than 3 working days after receipt of the request for Additional Services submit to the Authority a Change Control Note in accordance with the procedure set out in Schedule 7, setting out why it believes that this will result in a Change to the existing Services and setting out the information required in paragraph 2.4 of the Change Control Procedure. The parties shall use reasonable endeavours to agree the Change in accordance with the Change Control Procedure, failing which either party may escalate the dispute in accordance with the dispute resolution procedure set out at clause 17 of this agreement.

16 Change control and continuous improvement

- 16.1 Any requirement for a Change shall be subject to the Change Control Procedure.
- 16.2 The Supplier shall have an ongoing obligation throughout the Term to identify new or potential improvements to the Services. As part of this obligation the Supplier shall identify and report to the Authority's Authorised Representative six monthly in the first Contract Year and once every six months for the remainder of the Term on:
- 16.2.1 the emergence of new and evolving relevant technologies which could improve the Services;
 - 16.2.2 new or potential improvements to the Services including the quality, responsiveness, procedures, performance mechanisms and customer support services in relation to the Services;
 - 16.2.3 new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or the Authority which might result in efficiency or productivity gains or in reduction of operational risk; and
 - 16.2.4 changes in ways of working that would enable the Services to be delivered at lower costs and/or bring greater benefits to the Authority.
- 16.3 Any potential Changes highlighted as a result of the Supplier's reporting in accordance with clause 16.2 shall be addressed by the parties using the Change Control Procedure.

17 Dispute resolution

- 17.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:
- 17.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the

Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;

17.1.2 if the Authorised Representatives are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Authority's Chief Executive and the Supplier's Chief Executive who shall attempt in good faith to resolve it; and

17.1.3 if the Authority's Chief Executive and the Supplier's Chief Executive are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 5 days after the date of the ADR notice.

17.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 42 which clause shall apply at all times.

18 Sub-contracting and assignment

18.1 Subject to clause 18.3, neither party shall assign, novate or otherwise dispose of any or all of its rights and obligations under this agreement without the prior written consent of the other party, neither may the Supplier sub-contract the whole or any part of its obligations under this agreement except with the express prior written consent of the Authority.

18.2 In the event that the Supplier enters into any Sub-Contract in connection with this agreement it shall:

18.2.1 remain responsible to the Authority for the performance of its obligations under the agreement notwithstanding the appointment of any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;

18.2.2 impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this agreement and shall procure that the Sub-Contractor complies with such terms; and

18.2.3 provide a copy, at no charge to the Authority, of any such Sub-Contract on receipt of a request for such by the Authority's Authorised Representative.

18.3 The Authority shall be entitled to novate the agreement to any Contracting Authority or to any body which substantially performs any of the functions that previously had been performed by the Authority or which is employed by the Authority to perform services for the Authority.

18.4 Provided that the Authority has given prior written consent, the Supplier shall be entitled to novate the agreement where:

- 18.4.1 the specific change in contractor was provided for in the procurement process for the award of this agreement; or
- 18.4.2 there has been a universal or partial succession into the position of the Supplier, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that meets the criteria for qualitative selection applied in the procurement process for the award of this agreement.

Liability

19 Indemnities

The Supplier shall indemnify and keep indemnified the Authority against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of this agreement, to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself or of its employees or of any of its Representatives or sub-contractors save to the extent that the same is directly caused by or directly arises from the negligence, breach of this agreement or applicable law by the Authority or its Representatives (excluding any Supplier's Personnel.

20 Limitation of liability

- 20.1 Subject to clause 20.3, neither party shall be liable to the other party (as far as permitted by law) for indirect special or consequential loss or damage in connection with the agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.
- 20.2 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this agreement.
- 20.3 Subject to clause 20.5, the Supplier's total aggregate liability:
 - 20.3.1 is unlimited in respect of:
 - (a) the indemnities in clause 2.4 of Schedule 8 and Clause 26.2 of this agreement; and
 - (b) any breach of clause 29; and
 - (c) the Supplier's wilful default.
 - 20.3.2 in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this agreement, shall in no event exceed £500,000 in each Contract Year or, if higher, 120% of the aggregate Charges paid or to be paid under or pursuant to this agreement.
 - 20.3.3 The provisions of Clause 20.1 shall not exclude or limit the right of the Authority to recover from the Supplier:

- (a) operational and administrative costs and expenses;
- (b) the costs of recovering or reconstructing lost data; or
- (c) the costs of procuring the service from an alternative provider

resulting from the Supplier's breach of contract or negligence.

20.4 Subject to clause 20.5, the Authority's maximum aggregate liability to the Supplier for all claims arising in any Contract Year shall not in any circumstances exceed £100,000 or, if higher, the Charges payable by the Authority in respect of the relevant Contract Year in which the breach arises.

20.5 Notwithstanding any other provision of this agreement neither party limits or excludes its liability for:

20.5.1 fraud or fraudulent misrepresentation; or

20.5.2 death or personal injury caused by its negligence; or

20.5.3 breach of any obligation as to title implied by statute; or

20.5.4 any other act or omission, liability for which may not be limited under any applicable law.

21 Insurance

21.1 The Supplier shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover (**Required Insurances**). The cover shall be in respect of all risks which may be incurred by the Supplier, arising out of the performance of the agreement by the Supplier, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier.

21.2 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

21.3 If, for whatever reason, the Supplier fails to give effect to and maintain the Required Insurances, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

21.4 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the agreement.

21.5 The Supplier shall hold and maintain the Required Insurances for a minimum of six years following the expiration or earlier termination of the agreement.

Information

22 Freedom of information

- 22.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- 22.1.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
 - 22.1.2 transfer to the Authority all Request for Information relating to this agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 22.1.3 provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
 - 22.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Authority.
- 22.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

23 Data protection

- 23.1 The Supplier shall (and shall procure that any of its Supplier's Personnel involved in the provision of the agreement shall) comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA, which arise in connection with the agreement.
- 23.2 Notwithstanding the general obligation in clause 23.1, where the Supplier is processing Personal Data as a Data Processor for the Authority, the Supplier shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and

- 23.2.1 provide the Authority with such information as the Authority may reasonably require to satisfy itself that the Supplier is complying with its obligations under the DPA;
 - 23.2.2 promptly notify the Authority of any breach of the security measures required to be put in place pursuant to clause 23.2; and
 - 23.2.3 ensure it does not knowingly or negligently do or omit to do anything which places the Authority in breach of the Authority's obligations under the DPA.
- 23.3 The provisions of this clause shall apply during the continuance of the agreement and indefinitely after its expiry or termination.

24 Confidentiality

- 24.1 Subject to clause 24.2, the parties shall keep confidential all matters relating to this agreement and shall use all reasonable endeavours to prevent their Representatives from making any disclosure to any person of any matters relating hereto.
- 24.2 Clause 24.1 shall not apply to any disclosure of information:
- 24.2.1 required by any applicable law, provided that clause 22.2 shall apply to any disclosures required under the FOIA or the EIRs;
 - 24.2.2 that is reasonably required by persons engaged by a party in the performance of such party's obligations under this agreement;
 - 24.2.3 where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 24.1;
 - 24.2.4 by the Authority of any document to which it is a party and which the parties to this agreement have agreed contains no commercially sensitive information;
 - 24.2.5 to enable a determination to be made under clause 17;
 - 24.2.6 which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
 - 24.2.7 by the Authority to any other department, office or agency of the Crown; and
 - 24.2.8 by the Authority relating to this agreement and in respect of which the Supplier has given its prior written consent to disclosure.
- 24.3 The Supplier shall ensure that its personnel and its agents and sub-contractors are aware of and will comply with their obligations under the Official Secrets Act and Atomic Energy Act both during and after the duration of this Agreement.
- 24.4 On or before the Termination Date the Supplier shall ensure that all documents and/or computer records in its possession, custody or control

which relate to personal information of the Authority's employees, rate-payers or service users, are delivered up to the Authority or securely destroyed.

25 Audit

25.1 During the Term and for a period of six years after the Termination Date, the Authority may conduct or be subject to an audit for the following purposes:

25.1.1 to verify the accuracy of Charges (and proposed or actual variations to them in accordance with this agreement) and/or the costs of all suppliers (including Sub-Contractors) of the Services at the level of detail agreed in Schedule 4 (Payment);

25.1.2 to review the integrity, confidentiality and security of any data relating to the Authority or any service users;

25.1.3 to review the Supplier's compliance with the DPA, the FOIA, in accordance with clause 23 (Data Protection) and clause 22 (Freedom of Information) and any other legislation applicable to the Services;

25.1.4 to review any records created during the provision of the Services;

25.1.5 to review any books of account kept by the Supplier in connection with the provision of the Services;

25.1.6 to carry out the audit and certification of the Authority's accounts;

25.1.7 to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; and

25.1.8 to verify the accuracy and completeness of the Management Reports delivered or required by this agreement.

25.2 Except where an audit is imposed on the Authority by a regulatory body, the Authority may not conduct an audit under this clause 25 more than once in any calendar year.

25.3 The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.

25.4 Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Authority and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

25.4.1 all information requested by the above persons within the permitted scope of the audit;

- 25.4.2 reasonable access to any sites controlled by the Supplier and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
- 25.4.3 access to the Supplier's Personnel.
- 25.5 The Authority shall endeavour to (but is not obliged to) provide at least 15 days' notice of its or, where possible, a regulatory body's, intention to conduct an audit.
- 25.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this agreement in any material manner by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.
- 25.7 If an audit identifies that:
 - 25.7.1 the Supplier has failed to perform its obligations under this agreement in any material manner, the parties shall agree and implement a remedial plan. If the Supplier's failure relates to a failure to provide any information to the Authority about the Charges, proposed Charges or the Supplier's costs, then the remedial plan shall include a requirement for the provision of all such information;
 - 25.7.2 the Authority has overpaid any Charges, the Supplier shall pay to the Authority the amount overpaid within 20 days. The Authority may deduct the relevant amount from the Charges if the Supplier fails to make this payment; and
 - 25.7.3 the Authority has underpaid any Charges, the Authority shall pay to the Supplier the amount of the under-payment less the cost of audit incurred by the Authority if this was due to a default by the Supplier in relation to invoicing within 20 days.

26 Intellectual Property

- 26.1 In the absence of prior written agreement by the Authority to the contrary, all Intellectual Property created by the Supplier or any employee, agent or subcontractor of the Supplier:
 - 26.1.1 in the course of performing the Services; or
 - 26.1.2 exclusively for the purpose of performing the Services,
 shall vest in the Authority on creation.
- 26.2 The Supplier shall indemnify the Authority against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the

availability of the Services, except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

Termination

27 Termination for breach

- 27.1 The Authority may terminate this agreement in whole or part with immediate effect by the service of written notice on the Supplier in the following circumstances:
- 27.1.1 if the Supplier is in breach of any material obligation under this agreement provided that if the breach is capable of remedy, the Authority may only terminate this agreement under this clause 27.1 if the Supplier has failed to remedy such breach within 28 days of receipt of notice from the Authority (a Remediation Notice) to do so;
 - 27.1.2 if a Consistent Failure has occurred;
 - 27.1.3 if a Catastrophic Failure has occurred;
 - 27.1.4 if there is an Insolvency Event;
 - 27.1.5 if there is a change of control of the Supplier within the meaning of section 1124 of the Corporation Tax Act 2010; and
 - 27.1.6 if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply.
- 27.2 The Authority may terminate this agreement in accordance with the provisions of clause 28 and clause 29.
- 27.3 If this agreement is terminated by the Authority for cause such termination shall be at no loss or cost to the Authority and the Supplier hereby indemnifies the Authority against any such losses or costs which the Authority may suffer as a result of any such termination for cause.
- 27.4 The Authority may at any time, on notice, terminate this Agreement in part without liability arising from such termination in part, provided that the total value of the Services that are terminated in any Contract Year shall, immediately prior to such termination notice being served upon the Supplier amount to no more than 10% of the total value of this Agreement over the preceding Contract Year.
- 27.5 The Supplier may terminate this agreement in the event that the Authority commits a Termination Payment Default by giving 30 days' written notice to the Authority. In the event that the Authority remedies the Termination Payment Default in the 30 day notice period, the Supplier's notice to terminate this agreement shall be deemed to have been withdrawn.

28 Force majeure

- 28.1 Subject to the remaining provisions of this clause 28, neither party to this agreement shall be liable to the other for any delay or non-performance of

its obligations under this agreement to the extent that such non-performance is due to a Force Majeure Event.

- 28.2 In the event that either party is delayed or prevented from performing its obligations under this agreement by a Force Majeure Event, such party shall:
- 28.2.1 give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
 - 28.2.2 use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this agreement; and
 - 28.2.3 resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
- 28.3 A party cannot claim relief if the Force Majeure Event is attributable to that party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 28.4 The Supplier cannot claim relief if the Force Majeure Event is one where a reasonable supplier should have foreseen and provided for the cause in question.
- 28.5 As soon as practicable following the affected party's notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this agreement. Where the Supplier is the affected party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with Best Industry Practice.
- 28.6 The affected party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this agreement. Following such notification, this agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.
- 28.7 The Authority may, during the continuance of any Force Majeure Event, terminate this agreement by written notice to the Supplier if a Force Majeure Event occurs that affects all or a substantial part of the Services and which continues for more than 10 Working Days.

29 Prevention of bribery

- 29.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier's Personnel, have at any time prior to the Commencement Date:
- 29.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; or

- 29.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 29.2 The Supplier shall not during the term of this agreement:
 - 29.2.1 commit a Prohibited Act; or
 - 29.2.2 do or suffer anything to be done which would cause the Authority or any of the Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Bribery Act or otherwise incur any liability in relation to the Bribery Act.
- 29.3 The Supplier shall during the term of this agreement:
 - 29.3.1 establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Bribery Act and prevent the occurrence of a Prohibited Act; and
 - 29.3.2 keep appropriate records of its compliance with its obligations under clause 29.3.1 and make such records available to the Authority on request.
- 29.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of clause 29.1 and/or clause 29.2, or has reason to believe that it has or any of the Supplier's Personnel have:
 - 29.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 29.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; or
 - 29.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this agreement or otherwise suspects that any person or Party directly or indirectly connected with this agreement has committed or attempted to commit a Prohibited Act.
- 29.5 If the Supplier makes a notification to the Authority pursuant to clause 29.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with clause 25.
- 29.6 If the Supplier is in Default under clause 29.1 and/or clause 29.2, the Authority may by notice:
 - 29.6.1 require the Supplier to remove from performance of this agreement any Supplier's Personnel whose acts or omissions have caused the Default; or

29.6.2 immediately terminate this agreement.

29.7 Any notice served by the Authority under clause 29.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this agreement shall terminate).

30 Consequences of termination

30.1 On the expiry of the Term or if this agreement is terminated in whole or in part for any reason the provisions of the Exit Management Plan shall come into effect and the Supplier shall co-operate fully with the Authority to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a replacement supplier.

30.2 On termination of this agreement and on satisfactory completion of the Exit Management Plan (or where reasonably so required by the Authority before such completion) the Supplier shall procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services), shall be delivered to the Authority forthwith and the Supplier's Authorised Representative shall certify full compliance with this clause.

30.3 The provisions of clause 7.3 (provision of records), clause 19 (Indemnities), clause 21 (Insurance), clause 22 (Freedom of Information), clause 23 (Data Protection), clause 25 (Audit), clause 27 (Termination for Breach) and this clause 30 (Consequences of termination) shall survive termination or expiry of this agreement.

General provisions

31 Non-solicitation

Neither party shall (except with the prior written consent of the other) during the term of this agreement, and for a period of one year thereafter, solicit the services of any senior staff of the other party who have been engaged in the provision of the Services or the management of this agreement or any significant part thereof either as principal, agent, employee, independent contractor or in any other form of employment or engagement other than by means of an open national advertising campaign and not specifically targeted at such staff of the other party.

32 Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

33 Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

34 Severability

- 34.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 34.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

35 Partnership or agency

- 35.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 35.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

36 Third party rights

- 36.1 Except as expressly provided otherwise, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 36.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

37 Publicity

- 37.1 The Supplier shall not:
- 37.1.1 make any press announcements or publicise this agreement or its contents in any way; or
 - 37.1.2 use the Authority's name or logo in any promotion or marketing or announcement of orders,
- except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of the Authority, which shall not be unreasonably withheld or delayed.

38 Notices

- 38.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Authorised Representative and shall be:
- 38.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 38.1.2 sent by fax to its main fax number.
- 38.2 Any notice or other communication shall be deemed to have been received:
- 38.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 38.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service; or
 - 38.2.3 if sent by fax, at 9.00 am on the next Working Day after transmission.
- 38.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include email.

39 Entire agreement

- 39.1 This agreement, the schedules and the documents annexed to it or otherwise referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 39.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

40 Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

41 Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

42 **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed by

**Independent Parliamentary Standards
Authority**

.....

Signed by

Vysiion Limited

.....

Schedule 1 Specification

The Supplier will provide the Authority with the Services as more fully described in the Specification set out on the following pages together with such related Services as are described in the Service Level Agreement set out in Schedule 2 or as requested by the Authority from time to time. All of the Services will be provided in accordance with the provisions of this agreement and, in particular with the Service Level Agreement.

ICT managed service specification for the Independent Parliamentary Standards Authority

David Thomson

Head of Business Technology and Data Security

May 2016

1	Introduction	3
1.1	Introduction	3
1.2	Structure of this SOR	3
2	Managed Service requirements	4
2.1	Introduction	4
2.2	Overview	4
2.3	Managed Desktop Service	6
2.4	Assets	7
2.5	Network management	7
2.6	Support services	8
2.7	Service Management.....	11
2.8	Non-functional requirements	14
3	Change related services.....	16
3.1	Introduction	16
3.2	Change and Configuration Management	16
3.3	Projects and Consultancy services.....	17
3.4	Service Improvement Process	19
3.5	Termination of services	19
4	TUPE	19
4.1	Introduction	19
4.2	Background	19
5	Future Changes	20
5.1	Introduction	20
5.2	Future Work	20

1 Introduction

1.1 Introduction

1.1.1 This document is the Statement of Requirement (SOR) for managed services to cover the support and maintenance of the Independent Parliamentary Standards Authority (Authority) ICT infrastructure and services.

1.1.2 It defines the requirements for:

- (a) The management and support of ICT infrastructure including server hardware and software;
- (b) The support and management of information services;
- (c) The support of application hosting services;
- (d) The provision of support and maintenance services;
- (e) The provision of Change Management and other related professional Services.

1.2 Structure of this SOR

1.2.1 This document is structured as follows:

- (a) Part 2 contains the requirements for the managed services to be provided;
- (b) Part 3 defines the requirements for the transition to the provision of the managed services and for making changes to the services once they are in place;
- (c) Part 4 provides information on the Authority's approach to TUPE;
- (d) Part 5 gives details of changes that may occur during the term of the contract.

2 Managed Service requirements

2.1 Introduction

2.1.1 This part defines the requirements for the provision of ICT managed services and the associated professional services. It is structured as follows:

- (a) Part 2.2 provides an overview of the required services;
- (b) Part 2.3 specifies the requirements for the Managed Desktop Service;
- (c) Part 2.4 specifies the Asset Management requirements
- (d) Part 2.5 specifies the requirements for management of the network;
- (e) Part 2.6 specifies the Support Service requirements;
- (f) Part 2.7 specifies Service Management requirements;
- (g) Part 2.8 specifies non-functional requirements.

2.2 Overview

2.2.1 At the highest level, the Authority requires the following services to be provided:

- (a) At the highest level, the IPSA requires the following services to be provided: A Managed Desktop Service (MDS) that maintains and supports the devices, operating systems and core office productivity applications that enable appropriately authorised Authority staff to access Authority information systems and applications from any suitable location. This includes the Communication and Collaboration Services set out in the Service Level Agreement including (a) the Telephony Service, (b) Blackberry Support and, (c) Email Management Services as set out in the Service Level Agreement.
- (b) Infrastructure Services including: (a) Management of the Authority network to support the provision of the MDS and any other services required by the Authority including through the use of data and application servers, , together with (b) the Fileserver Service, (c) Backup and Storage Services based upon 3 TB of data, (d) Internet Service (e), Remote Access Services and (f) Patch Management Services as set out in more detail in the Service Level Agreement;
- (c) Support services including:
 - a. Help Desk Service, to provide support services to users during core hours;
 - b. Field Engineering Services
 - c. IMAC Services
 - d. Service Asset Management Services
 - e. Documentation Services (as described in section 2.6.2 of this Specification);
 - f. Licence management;
 - g. Capacity management;
 - h. Security management;
 - i. Continuous Service Improvements;

j. Disaster Recovery and Business Continuity Services

- (d) Professional services as required to extend or change the scope of the services provided in response to the Authority Change Requests. This includes the Change and Configuration Management Services, the Projects and Consultancy Services and the Future Work.

2.2.2 The Authority shall retain ownership of:

- (a) all client devices, printers and other peripherals and associated operating system licences;
- (b) all infrastructure devices including servers, storage controllers, storage arrays etc.;
- (c) all network infrastructure, including cabling, routers, switches, etc. within Authority sites;
- (d) all licences for Authority business applications;
- (e) all data both electronic and physical.

2.2.3 The Authority requires the Supplier to make use of their existing server room in the ISPA office and, at the commencement of the Contract, the data centre in Greenwich. During the term of the Contract the Supplier is responsible for all 37 current servers, and any additional servers that are required, and for the siting of those servers. The Supplier may be required to assist with or provide any data centre migration services required and will undertake this if requested by the Authority.

2.2.4 The Supplier shall be responsible for any costs associated with moving ICT hardware out of the Greenwich datacentre and should include these costs as indicated within the Financial Model.

2.2.5 The Supplier shall ensure that its data centre and Data Server strategy allows it to meet the objectives of the Authority set out in this section 2.2.

2.2.6 The Supplier shall document and maintain a sustainable IT policy that covers the services provided to the Authority.

2.2.7 The sustainable IT policy shall be aligned to the Authority sustainability policies.

2.2.8 The Authority requires Bidders to propose solutions that offer the best Value for Money over the duration of the Contract, taking into account:

- (a) The quality of the Services provided;
- (b) The payments to the Supplier;
- (c) Any payments to network providers, either directly or via the Supplier required to enable the Supplier to provide the Services;
- (d) The cost of any licences, hardware and associated maintenance required to be brought by the Authority to enable the Supplier to provide the Services;

- (e) The cost of any upgrades to the Authority server room and datacentre required by the Supplier.
- 2.2.9 The Supplier shall use processes based on ITIL best practice and if required be able to demonstrate this to the Authority.
- 2.2.10 The Bidder shall describe their approach to a disaster or major incident.
- 2.2.11 The Supplier shall ensure that only Authority data is held on ICT assets owned by the Authority.
- 2.2.12 The length of contract shall be a maximum of five years consisting of an initial 3 year term with the option to extend up to two times by 12 months each.
- 2.2.13 Suppliers must have current and valid ISO 27001 accreditation.
- 2.2.14 Suppliers must have current and valid ISO 20000 accreditation.
- 2.3 Managed Desktop Service
 - 2.3.1 The Supplier shall provide a Managed Desktop Service (MDS) which shall be accessible by any Authorised User from the Authority site and via Remote Access by any appropriately authorised Authority user using an Authority laptop or home-working solution.
 - 2.3.2 The Supplier shall maintain and support the MDS hardware in accordance with the recommendations of the relevant Original Equipment Manufacturer. This shall include but may not be limited to:
 - (a) preventative maintenance activities;
 - (b) software and firmware upgrades;
 - (c) corrective maintenance, i.e. returning the equipment to operating in accordance with the manufacturers specifications;
 - (d) configuration management of the hardware.
 - 2.3.3 Any Authorised User shall be able to access all relevant data, systems and services irrespective of the type of client device or location.
 - 2.3.4 Users must be presented with the same facilities, services and personal customisations irrespective of type of workstation or location.
 - 2.3.5 The Supplier shall provide the following services via the MDS:
 - (a) Core environment for desktops, comprising:
 - 1. Operating system configured with appropriate security settings and policy enforcement tools;
 - 2. Remote management tools;
 - 3. Local firewall and anti-virus software;
 - (b) Core desktop application set, comprising:

1. MS Office;
 2. Web browser;
 3. PDF reader;
- (c) Core environment for laptops, comprising:
1. Operating system configured with appropriate security settings and policy enforcement tools;
 2. Remote management tools;
 3. Local firewall and anti-virus software;
- (d) Core laptop application set, comprising:
1. MS Office;
 2. Web browser;
 3. PDF reader;
- (e) Additional specialist applications to users as agreed with the Authority.
- 2.3.6 The Supplier shall make additional Core or Specialist Applications available via the MDS when requested to do so by the Authority, in accordance with the Service Change Process.
- 2.3.7 The Authority may wish to expand the MDS to cover additional access devices in future, such as thin clients, tablet computers and smart phones.
- 2.3.8 The Supplier shall ensure that any software used in the provision of the MDS is no more than two versions behind the current version as specified by the original vendor.
- 2.4 Assets**
- 2.4.1 The Authority has a number of assets, e.g. servers, SAN, which are currently being used to deliver services that will be provided by the Supplier during the contract period. These assets can be made available for the Supplier to use to deliver services to the Authority at no cost if the Bidder believes that this would provide best Value for Money for the Authority. Authority will own all assets that are used to deliver the Services but the Supplier is fully responsible for the maintenance and replacement of any assets.
- 2.4.2 The Authority may wish to procure any ICT hardware or services using their own process or with the support of the Supplier.
- 2.4.3 The Supplier shall procure ICT hardware or services on behalf of the Authority if requested to do so. Procurement of hardware or services shall not be passed on at cost price to the Supplier unless otherwise expressly agreed with the Authority.
- 2.4.4 Any ICT hardware or services procured by the Supplier on behalf of the Authority shall be wholly owned by the Authority.
- 2.5 Network management**
- 2.5.1 The Supplier is to provide, operate and maintain the Authority data network as required to support the MD, in addition to any other requirements that the Authority may have. This shall include, but may not be limited to:

- (a) maintaining any existing network infrastructure, which is to remain the Authority's property;
 - (b) supporting the components needed to provide the network connectivity and bandwidth required to meet Authority requirements;
 - (c) to procure, or to facilitate the procurement by the Authority of, any necessary wide area communications services from 3rd party suppliers in the way that provides best value for the Authority;
 - (d) to manage any necessary wide area communications services required;
 - (e) to maintain and operate the network to meet Authority requirements;
 - (f) to change the network as required to meet the needs of the Authority, for example if a new building is acquired, shared services are implemented or there is an increase in partnership working.
- 2.5.2 Access to the Authority ICT network shall be administered by the Supplier, including, but not limited to:
- (a) Enabling access for authorised new users;
 - (b) Changing access privileges for current users;
 - (c) Removing access rights for users.

2.6 Support services

2.6.1 Help Desk Service

- (a) The Supplier Help Desk Service shall be the single point of contact for all Authority users for all ICT problems and queries relating to Business as Usual ICT services.
- (b) The Supplier Help Desk Service shall be available:
 - (i) during Core Hours to respond to all types of incident;
 - (ii) at all other times to:
 1. respond to remote access related calls;
 2. respond to high priority incidents;
 3. log low priority incidents for response during core hours.
- (c) The Supplier is to maintain a log of all fault or enquiry calls. As a minimum the log is to contain the following information:
 - (i) Unique call reference number.
 - (ii) Details of the person raising the call and the call time.
 - (iii) A description of the fault or enquiry.
 - (iv) The categorisation of the fault or enquiry agreed with the Authority.

- (v) Call status and the times at which the status is changed (e.g. the time at which a fault is rectified and the call is closed). Calls shall only be closed with the written agreement of the Authority staff affected.
 - (vi) The cause of any fault and actions required to remedy it.
- (d) If there is a fault in a service supported by a third party supplier, then the Supplier shall:
 - (i) inform the Authority that there is a fault with a service supported by a third party;
 - (ii) contact the third party supplier on behalf of the Authority to describe the problem and identify the appropriate way forward;
 - (iii) provide any necessary assistance to the third party supplier to ensure that the affected services are returned to operation as quickly as possible;
 - (iv) Monitor progress of fault resolution, provide regular progress updates to the Authority and escalate as necessary.
- (e) All faults, whether or not a third part supplier is involved, are to be categorised according to the terms of the SLA
- (f) The Supplier shall conduct a monthly customer satisfaction survey which surveys 20% of Authority staff who have used the ICT helpdesk during this period. This survey shall cover, as a minimum:
 - (i) The telephone manner of the helpdesk staff;
 - (ii) The speed of resolution of problems;
 - (iii) The knowledge of the helpdesk staff;
 - (iv) Any use made of the on-line helpdesk tools.
- (g) The performance targets for the resolution of faults are detailed in the SLA.
- (h) The Help Desk shall monitor the progress of all fault or enquiry calls to ensure that they are resolved within the agreed timescales.
- (i) Feedback shall be provided to the originating user for every call.
- (j) The call log must provide sufficient information to allow:
 - (i) Accurate monthly reporting of service performance for all of the services provided;
 - (ii) Effective fault analysis and identification of actions to reduce occurrence or impact of faults.
- (k) Authorised Authority staff shall be provided with read access to the Supplier Help Desk call logging system.

- (l) Authorised Authority users shall be provided with access to a self-service, web-based Help Desk facility that provides, as a minimum, the capability to:
 - (i) Log a low-priority fault;
 - (ii) Track an ongoing fault;
 - (iii) Report an ongoing fault as resolved;
 - (iv) View resolved faults.
- (m) All usage of the web-based Help Desk facility shall be logged and provided for audit purposes when required.

2.6.2 Documentation services

- (a) The Supplier shall develop and maintain documentation describing all of the systems and procedures used to provide services to the Authority.
- (b) This documentation shall include, for all systems used to provide services to the Authority:
 - (i) The location and configuration of the system, including details of the hardware, operating system and any bespoke or packaged software;
 - (ii) Design documentation;
 - (iii) Details of the assets used to provide the service;
 - (iv) Details of all changes to that system;
 - (v) Administration and operating procedures.
- (c) The Supplier is to deliver a full copy of the system documentation within 5 working days of being requested to do so by the Authority.
- (d) The Supplier is to provide the Authority with online read only access to examine the system documentation at all times.

2.6.3 Licence Management

- (a) The Supplier shall manage all licences required for the provision of the Services and shall be responsible for notifying the Authority when additional licences are required, for example due to additional Authority staff requiring access to desktop or application services.

2.6.4 Capacity management

- (a) The Supplier shall be responsible for monitoring the use of resources (processor utilisation, memory, disk, bandwidth, etc.) and for taking appropriate steps to prevent any deterioration of the performance of the Services over time.

2.6.5 Security management services

- (a) The Supplier shall be responsible for achieving and maintaining accreditation (ISO270001 – also aligned to the Cabinet Office guidance on information security) for all services provided under this contract such that:
 - (i) the Authority can store and process information protectively marked at up to OFFICIAL - SENSITIVE in accordance with HMG Information Security policies and guidance;
- (b) The scope of the Accreditation will need to cover, as a minimum:
 - (i) the protection of information and services within the Supplier's facilities;
 - (ii) the protection of information in transit across the wide area network and within the ISPA site;
 - (iii) the protection of information on all client devices, including those at the main Authority site and laptops;
- (c) The Supplier is to ensure that all Supplier and Authority staff understand their security responsibilities before they are provided with access to services.
- (d) The Authority is working towards ISO 270001 accreditation.
- (e) The Supplier shall be capable of reviewing any Accreditation Document Sets (such sets to be provided by third party security accreditation specialists procured separately by the Authority) required by the Authority, and associated security operating procedures every quarter and following any change to the services or the way that they are delivered.

2.6.6 Continuous service improvement

- (a) The Supplier shall prepare and maintain a continuous service improvement plan for all services supplied to the Authority. This shall include, but not be limited to:
 - (i) Opportunities to reduce risk to the services;
 - (ii) Opportunities to reduce the cost of services to the Authority;
 - (iii) Opportunities to improve service performance;
 - (iv) Opportunities to increase service availability;
 - (v) Updates on existing improvement projects;
 - (vi) Metrics on recently implemented improvement projects.

2.7 Service Management

2.7.1 Service governance arrangements

- (a) The Supplier shall appoint a Service Manager who shall:
 - (i) be responsible for the provision of the Services provided to the Authority;

- (iii) be contactable by the Authority during core hours;
- (iii) attend regular Authority meetings at locations and frequencies specified by the Authority;
- (iv) attend ad-hoc meetings with the Authority when requested to do so.
- (b) The Supplier shall identify a senior manager to be the point of escalation for any issues that cannot be resolved by the Service Manager.
- (c) The Supplier shall not replace the Service Manager or the Senior Manager during the contract without the Authority's written agreement to the proposed replacements.

2.7.2 Service Reporting

- (a) The Supplier is to provide a written Monthly Report which provides the information required by the Authority to assess the quality of the services provided and to determine the payment due for the services.
- (b) As a minimum the Monthly Report shall include the following:
 - (i) An overview of the key points from the Monthly Report;
 - (ii) Details of performance against all agreed SLAs and KPIs;
 - (iii) Explanation of the reasons for any failure to achieve target performance levels, together with description of any steps being taken to avoid any problems recurring;
 - (iv) A summary of incidents in the reporting period, broken down by priority and type, and identifying any trends and preventative actions being taken;
 - (v) A summary of capacity, fault, performance and any other relevant trends, together with recommendations as to any necessary actions to maintain or improve service levels;
 - (vi) Details of any proposed plans for planned enhancements or maintenance and the way in which any consequent service disruption will be minimized;
 - (vii) Details of any service credits accrued, and rolling total;
 - (viii) A summary of progress against authorised Requests for Change;
 - (ix) A summary of all project activity, including progress, risks and issues as a minimum;
 - (x) An annex summarizing all Help Desk calls received in the reporting period.
- (c) A report is to be provided by the Supplier within 5 working days of the end of the month to which the report relates.

2.7.3 Meetings

- (a) The Supplier's Service Manager, and other Supplier staff as deemed appropriate by the Authority, shall attend:
 - (i) Monthly Service Management Meetings: at which the performance of the Supplier up to the previous month shall be discussed and any issues or risks addressed, together with any other agenda items identified by the Supplier or the Authority;
 - (ii) Annual Review Meetings: These shall take a more strategic view of the Contract and shall include, as well as the topics discussed during the Monthly Service Management Meetings, the following items:
 - 1. Review of the Service Handbook;
 - 2. Pricing review;
 - 3. Review of the SLAs and KPIs;
 - (iii) Meetings with internal and external auditors;
 - (iv) other meetings as requested by the Authority, including reviews with Authority Head of Business Technology, workshops with users and third party suppliers to discuss service improvements, internal meetings and committee meetings. These meetings will be conducted with the support of the Authority ICT team.
- (b) The Supplier shall provide the Authority with a minimum of 5 working days' notice for all meetings, except in response to a Major Incident or other emergency. A major incident is defined as an event which has significant impact or urgency for the organisation and which demands a response beyond the routine incident management process.
- (c) The Supplier shall be responsible for:
 - (i) Arranging all meetings, including:
 - 1. identifying and notifying all attendees;
 - 2. identifying any required facilities;
 - 3. agreeing and issuing meeting agendas;
 - (ii) Preparing draft minutes of all formal meetings with the Authority and issuing them to the Authority for review within 5 working days of each meeting;
 - (iii) Updating the draft minutes in response to comments from the Authority and re-issuing the minutes in final form, correctly implementing the Authority comments, within 5 working days of the receipt of the comments from the Authority

2.7.4 Service Billing

- (a) The Supplier shall bill the Authority in accordance with Schedule [] of the Contract.
- (b) The Supplier shall provide bills via paper or electronic interface.

2.7.5 Service Handbook

- (a) The Supplier shall publish a service handbook that includes:
 - (i) Contact details for the Supplier and Authority key parties;
 - (ii) Details of the equipment in an asset list or lists;
 - (iii) Details of the sites to which services are provided;
 - (iv) Details of 3rd party services managed by the Supplier;
 - (v) Roles and Responsibilities;
 - (vi) Details of the escalation procedure to mirror the dispute resolution procedure set out in the Contract.
- (b) M: The Service Agreement shall be updated following any major change or annually if no such changes have taken place.

2.8 Non-functional requirements

2.8.1 Scaling

- (a) The Services shall be capable of supporting up to 90 Authority Staff working across any combination of Authority sites and using mobile and home based clients.
- (b) The Services shall be scalable to support up to 120 Authority Staff.
- (c) The Services shall be scalable to support up to 200 Authority Staff.
- (d) The Services shall be able to scale down to 50 Authority Staff.
- (e) Bidders are requested to detail any likely advantages or disadvantages to the Authority if the number of users is reduced.

2.8.2 Performance

- (a) The Supplier shall work with 3rd party application providers to optimise application performance.

2.8.3 Disaster recovery and business continuity:

- (a) The Supplier shall ensure that at all times it has a relevant and appropriate up to date Business Continuity and Disaster Recovery Plan in place that will allow the Supplier to deal with any Major Incident.
- (b) The Supplier shall ensure that any period of loss of the Services is minimised if any event takes place, including any of the following:
 - (i) Fire or other damage to the Authority site preventing any Services from being provided from this site;
 - (ii) Damage or power loss to any of the Supplier's facilities involved in the delivery of the Services.

- (c) Any disruption to the provision of the Services shall last less than 4 working hours, including, but not limited to, if any of the events listed below take place.
 - (i) Service not available
 - (ii) Disk usage threshold exceeded
 - (iii) Server down
 - (iv) Network issue
 - (v) Telephone system down
- (d) The Supplier shall conduct an annual Disaster Recovery test for the Authority that covers all ICT services used.
- (e) The Supplier shall construct and maintain a Disaster Recovery plan that details how services will be provided, including timings, in the event of a disaster.
- (f) The Supplier shall provide support to the Authority for any Business Continuity activities and tests that they require.

2.8.4 Staff

- (a) For each of the staff who will carry out the maintenance work, the Supplier shall provide the Authority with their name, (including previous names) and shall ensure their staff are suitably qualified and competent to undertake the work and shall conform to the Authority's Health and Safety Policies while on site.
- (b) The Authority shall have the right to veto the use of any person in connection with this Contract. The Authority will not be obliged to give a reason.
- (c) The Supplier shall ensure all staff have been vetted and comply with HMG security policy framework.
- (d) The Authority must be informed 1-month in advance of any intention to use alternative staff.

2.8.5 Backup and archive

- (a) The Supplier shall ensure that no data that has been saved for more than 30 minutes can be permanently lost, with the exception of data saved to ICT hardware which is not connected to the Authority network.
- (b) The Supplier must recover any lost data requested by users within one working day.

2.8.6 Contract Exit

- (a) The Supplier shall work with any subsequent Supplier and with the Authority to ensure the smooth transition of services at the end of the contract, minimising any disruption to users.

- (b) The Supplier shall have a documentation pack prepared for any new Supplier that details all relevant information about the current service provision.
- (c) The Supplier shall ensure that any changes or new services provided under this contract are co-terminus with the agreed contract end date.

3 Change related services

3.1 Introduction

- 3.1.1 This part defines the requirements for making changes to the Services provided to the Authority.

3.2 Change and Configuration Management

- 3.2.1 Change and configuration management activities relating to Authority authorised Requests for Change shall be undertaken as part of the work associated with the Request for Change. A Request for Change is a formal request for the implementation of a change.

- 3.2.2 The Supplier shall be responsible for managing and recording all changes to the Services and the systems and processes which are used to deliver them which are not covered by a Request for Change. This shall include:

- (a) Managing software patches and upgrades;
- (b) commissioning and decommissioning server side equipment that is not owned by the Authority;
- (c) IMACs

The Supplier is not permitted to include any additional charges for these "Day to Day Changes".

- 3.2.3 The Supplier shall work with the Authority to undertake design reviews and develop solutions plus revised cost schedules to permit changes to be accommodated within the contract.
- 3.2.4 Any authorised employee of the Authority or the Supplier shall be able to propose a Change Request
- 3.2.5 The Supplier shall be responsible for managing and recording all Request for Change and the systems and processes which are used to deliver them.
- 3.2.6 The Supplier shall provide details of current or completed changes to the Authority within 3 working days if requested.
- 3.2.7 There shall be 4 processes for reviewing Change Requests as follows:
 - (a) Minor changes, which are defined as changes which have low impact on the existing ICT environment and do not require further authorisation beyond the change originator;
 - (b) Significant changes, which are defined as changes which will have an impact on the existing ICT environment and require Authority ICT management review;

- (c) Professional Services and project-related changes in respect of Future Work.
 - (d) Emergency changes, which are defined as changes that need to be evaluated, assessed and either rejected or approved in a short space of time and usually required to resolve a current major incident. A major incident is defined as an event which has significant impact or urgency for the organisation and which demands a response beyond the routine incident management process. .
- 3.2.8 Minor changes (other than Professional Services and project-related Changes) should be completed at no additional cost to the Authority.
- 3.2.9 The Supplier shall acknowledge all Significant Emergency and Minor Change Requests within 1 working day.
- 3.2.10 The Supplier shall respond to all Minor and Emergency Change Requests within 2 working days.
- 3.2.11 The Supplier shall respond to all Significant Change Requests within 3 working days.
- 3.2.12 Change and configuration management activities relating to Authority authorised Requests for Change shall be undertaken by the Supplier as part of the work associated with the Change Request.
- 3.3 Projects and Consultancy services
- 3.3.1 The Authority shall be able to request project changes, which are defined as changes which have a major impact on the existing ICT environment and require Authority ICT and business management sign-off including but not limited to changes that are set out in section 5 of this Specification.
- 3.3.2 The Supplier shall respond to all Project Change Requests within 5 working days.
- 3.3.3 The process for handling Project Change Requests shall be as follows:
- (a) The Authority will provide a written description of the required change to the Supplier;
 - (b) Within 5 working days the Supplier shall respond with:
 - (i) An explanation of why the change is not feasible or sensible; or
 - (ii) A change implementation proposal; or
 - (iii) An estimate of the cost and time to develop a change implementation proposal where the complexity of the change means that more than 5 days is required to develop the required change implementation proposal;
 - (c) The Authority will review the Suppliers response and either:
 - (i) Decide not to proceed further with the change;
 - (ii) Authorise the Supplier to spend additional time/effort to develop the change implementation proposal where further time or effort was required;

- (iii) Authorise the Supplier to commence work on the implementation of the change in accordance with the change implementation proposal;
- (iv) Request that the Supplier makes changes to the change implementation proposal and resubmits it.
- (v) In the event that a new or modified change implementation proposal is submitted by the Supplier, then it will be reviewed as per step c. above.

3.3.4 The change implementation proposal must include:

- (a) A technical description of how the change will be implemented, including details of testing and training;
- (b) A plan for the implementation of the change;
- (c) An explanation of the cost of the change, including the costs of:
 - (i) all hardware, software and licences required;
 - (ii) any increase/decrease in running costs (e.g. communications or support costs);
 - (iii) updating all affected system documentation, processes and procedures;
 - (iv) testing, training, update of security documentation and arrangements;
 - (v) any other cost items relevant to the specific change;
- (d) The proposed payment mechanism and pricing;
- (e) Details of the resources to be used, including CVs for key staff if not already known to the Authority;
- (f) Details of any impact on the existing services while the change is being implemented;
- (g) Details of any dependencies on the Authority;
- (h) Details of all significant risks relating to the implementation.

3.3.5 All Project changes shall be agreed with the Authority prior to implementation, including:

- (a) the completion date and time;
- (b) the scope of the change;
- (c) the risk and mitigating actions.

3.3.6 The Supplier must provide ICT consultancy services if requested to do so by the Authority. Areas in which consultancy services may be required include:

- (a) Review of the Authority IT strategies and/or IT strategy advice;

- (b) Facilitation of organisational change to maximise the benefits achieved from the Services;
 - (c) To investigate the benefits offered to the Authority by the introduction of new technologies or new ways of working;
 - (d) Feasibility assessment of proposed changes to the services;
 - (e) Updates to IT related policies and procedures;
 - (f) Provision of formal impact assessments and firm price proposals;
 - (g) Planning and implementation of requested changes;
 - (h) Any other activities related to the Services requested by the Authority.
- 3.3.7 The Supplier shall only provide consultancy services to the Authority when the Authority determines that they are suitable to do so. The decision as to suitability may be based on:
- (a) The consultant's qualifications and experience, as demonstrated by the consultant's CV (including any necessary security clearance where appropriate);
 - (b) The consultant's previous involvement, if any, in providing services to the Authority;
 - (c) The consultant attending an interview with the Authority.
- 3.3.8 The Authority retains the option to ask other companies to quote for undertaking any consultancy services and will select the proposal that offers best overall value for money.
- 3.3.9 The Authority may wish to buy a fixed number of project management and consultancy days per year to support the ongoing evolution of services.
- 3.4 Service Improvement Process
- 3.4.1 The Supplier and the Authority will propose changes which they believe would provide increased Value for Money to the Authority.
- 3.5 Termination of services
- 3.5.1 The Authority shall be able to terminate services worth up to 5% of the total annual contract value per annum without penalty.
- 3.5.2 The Authority shall be able to terminate services worth up to 10% of the total annual contract value per annum without penalty.

4 TUPE

4.1 Introduction

- 4.1.1 This Part provides the background and information for the application of any Transfer of Undertakings (Protection of Employment).

4.2 Background

Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) (TUPE). It is the Authority's view that TUPE will not apply. It is the bidder's responsibility to advise the Authority if they do not believe this is the case, including the reasons.

5 Future Changes

5.1 Introduction

- 5.1.1 This section presents the Authority's high level vision of the future and outlines potential future work impacting on the Authority infrastructure.

5.2 Future Work

- 5.2.1 The ISPA is undertaking an organisation transformation, reviewing all processes and enterprise applications; a programme dubbed 'IPSA 2017'.

- 5.2.2 The IPSA 2017 programme is designed to reduce risk and to improve efficiency so that we achieve our strategic aim as a regulator and provider of support to MPs.

- 5.2.3 The purpose of IPSA 2017 is to review and improve:

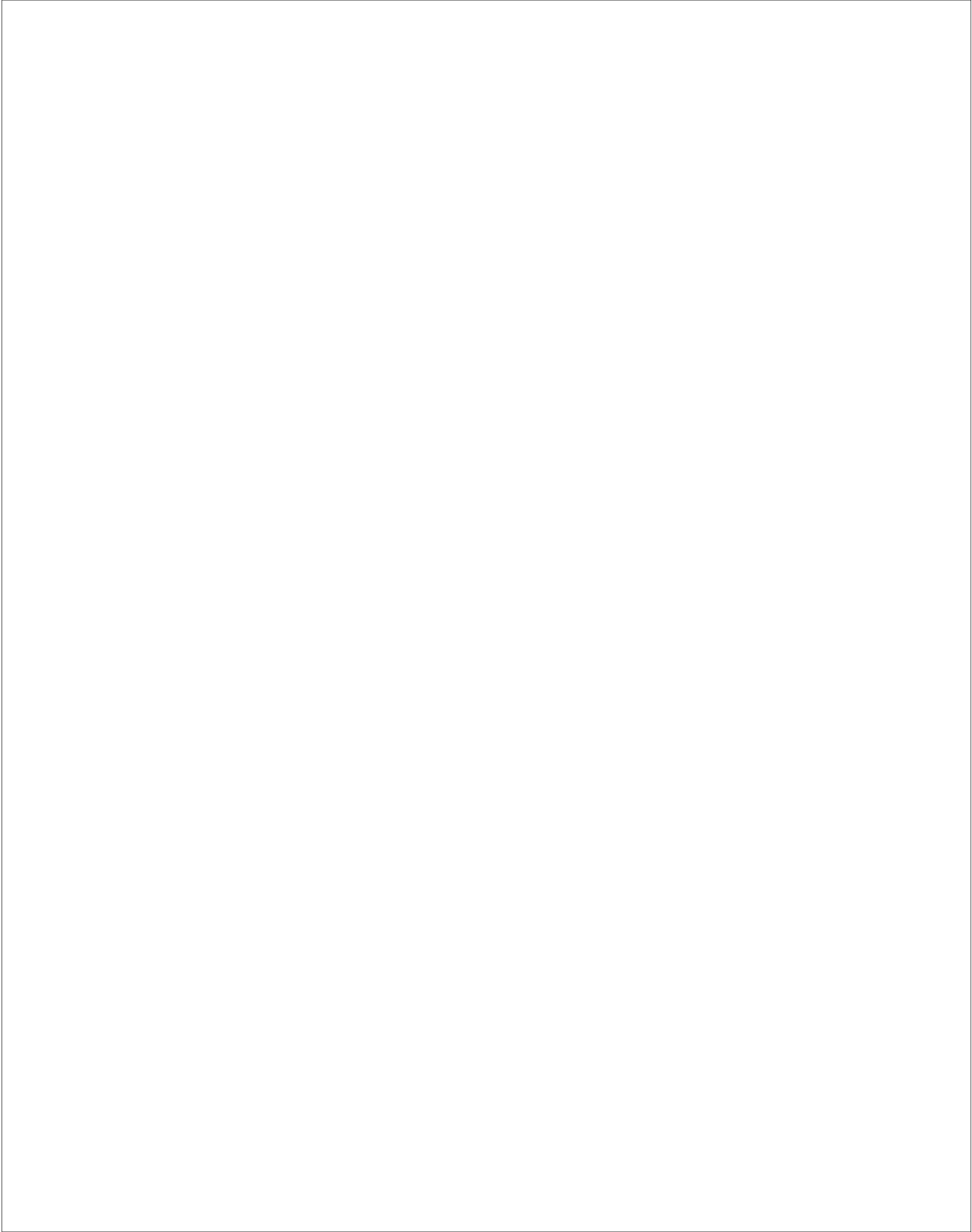
- The MPs' Scheme of Business Costs and Expenses following consultation;
- All of the Authority's basic operational systems and processes, including its financial transactions;
- The Authority's online interface and financial reporting with MPs and their staff;
- The Authority's website, providing assurance to the public through the way it publishes MPs' expenditure;
- The way that the Authority communicates with MPs and their staff, including through face-to-face and digital channels;
- The Authority's management and handling of data and information, including both quality and security; and
- The Authority's people and the way they work, including their training and the organisation's structure.

Possible future work might include (in no particular order)

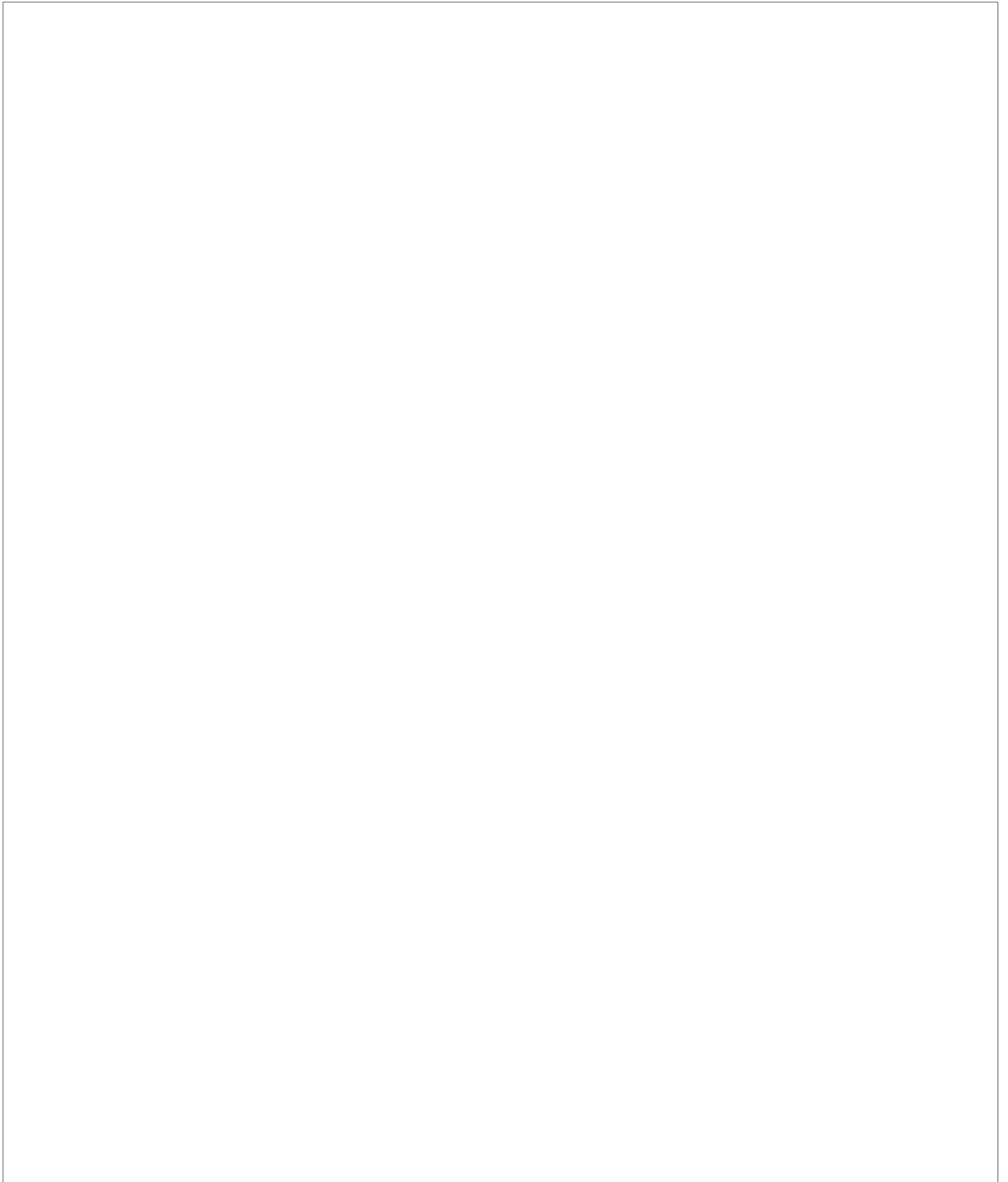
- (a) An office move in 2019;
- (b) Commissioning or decommissioning of hardware environments in support of ERP production/user acceptance testing/development;
- (c) Commissioning or decommissioning of hardware environments in support of website user acceptance testing/development;

- (d) Moving to a thin client desktop model;
- (e) Review of telephony provision;
- (f) Implement Unified communications technologies such as instant messaging, presence information and mobile twinning
- (g) Datacentre migration (based upon two racks of hardware as at the Commencement Date);
- (h) Enterprise mobility solutions including the processes and technology focussed on managing mobile devices, wireless networks and other mobile computing services.
- (i) Adoption of cloud services;
- (j) Upgrade of desktop operating system to Windows 10 or later;
- (k) Server hardware refresh;

5.2.4 The Authority is not committed to carrying out any of this future work and may develop further ideas during the term of the contract.







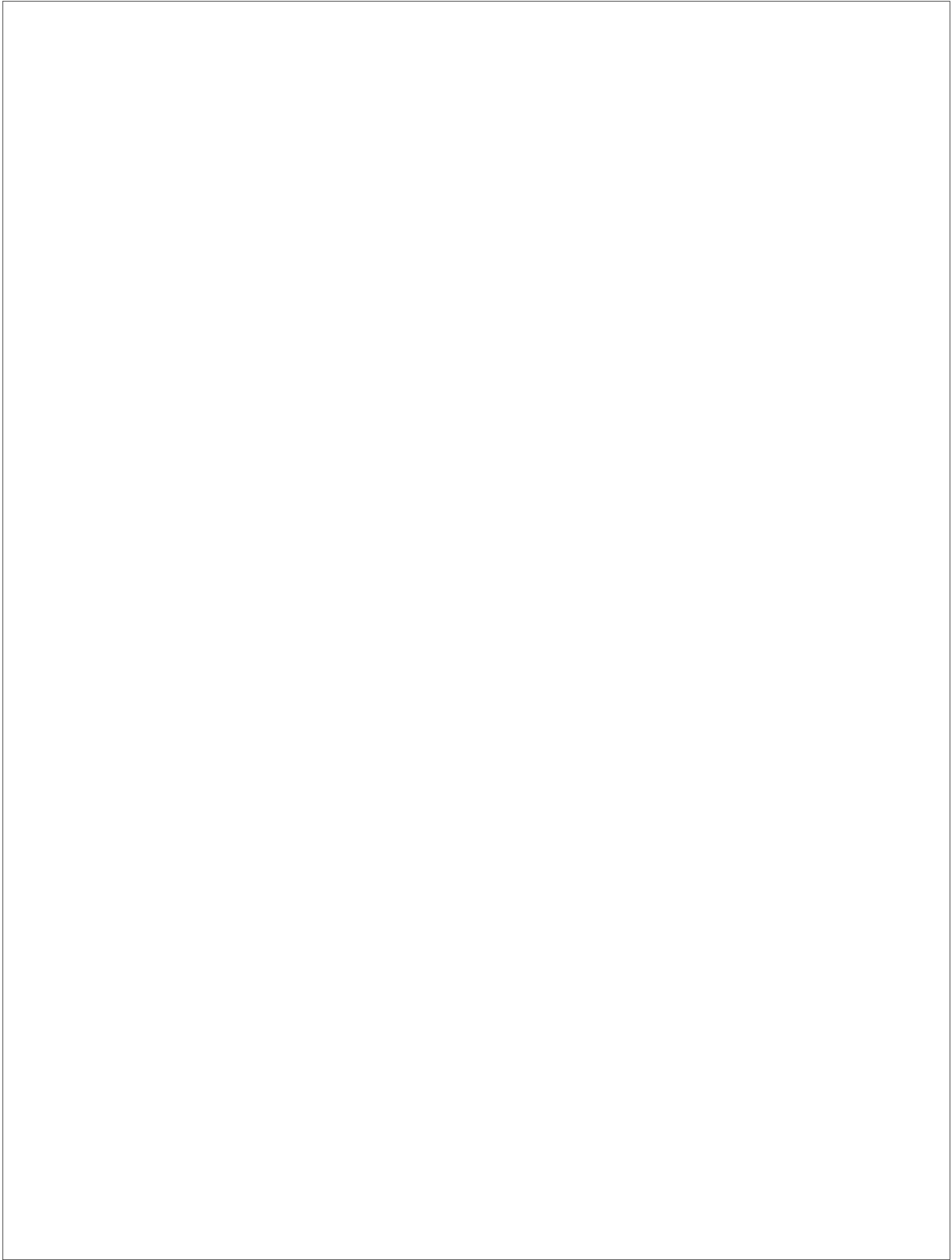








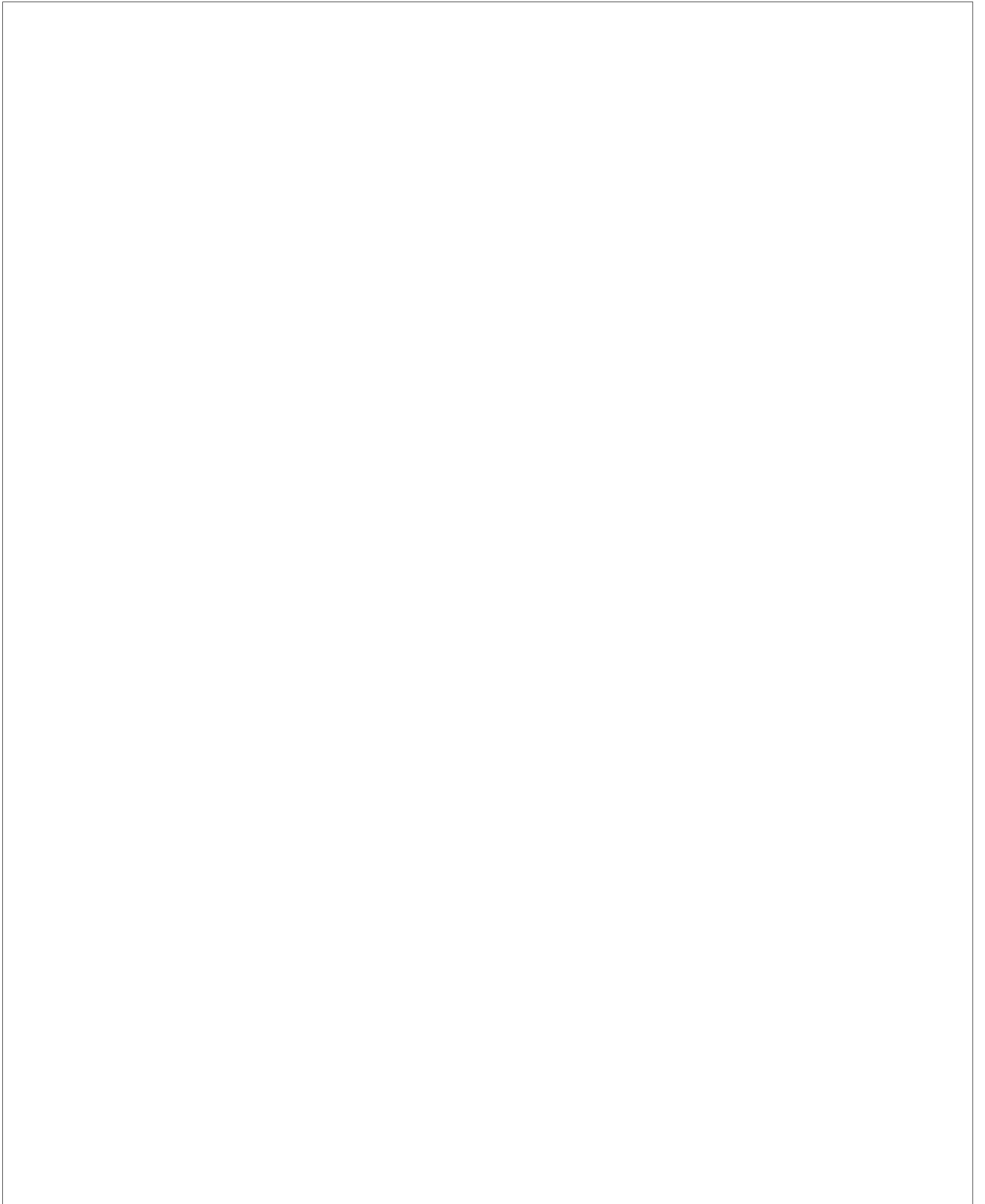




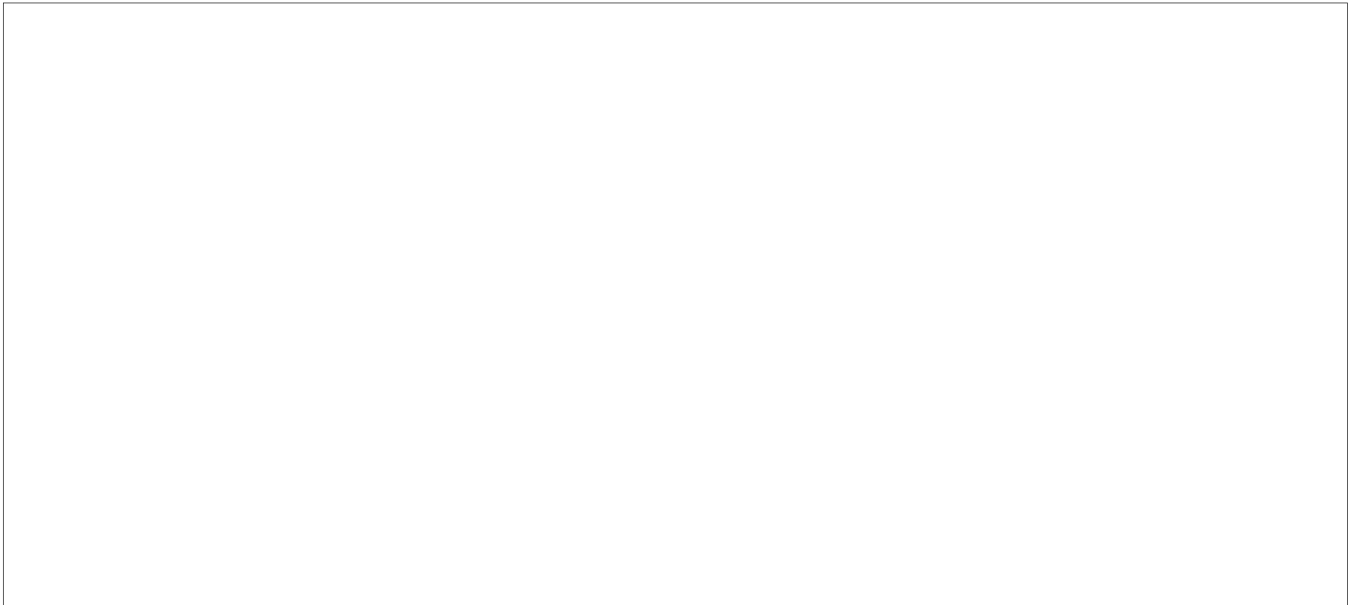




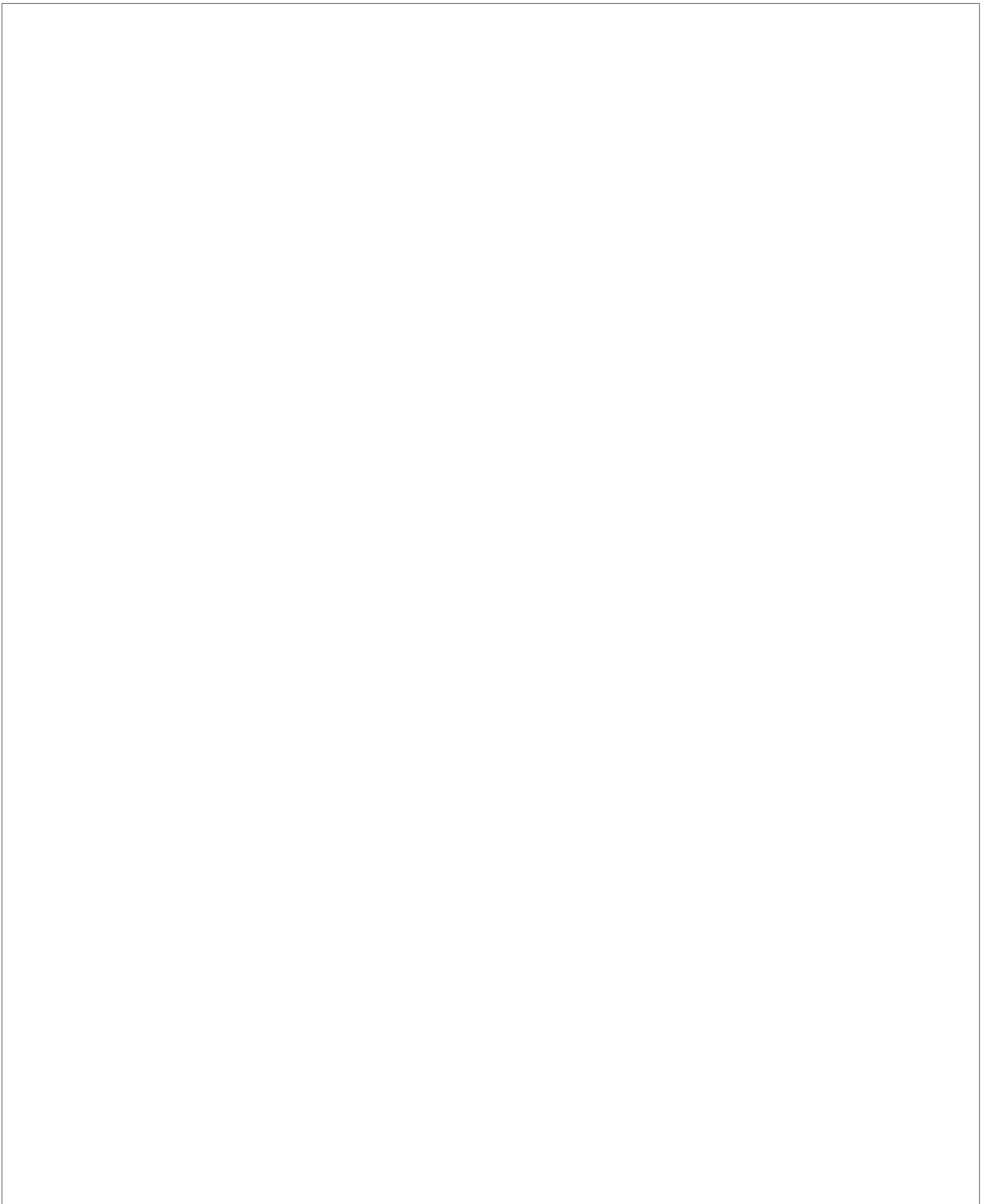


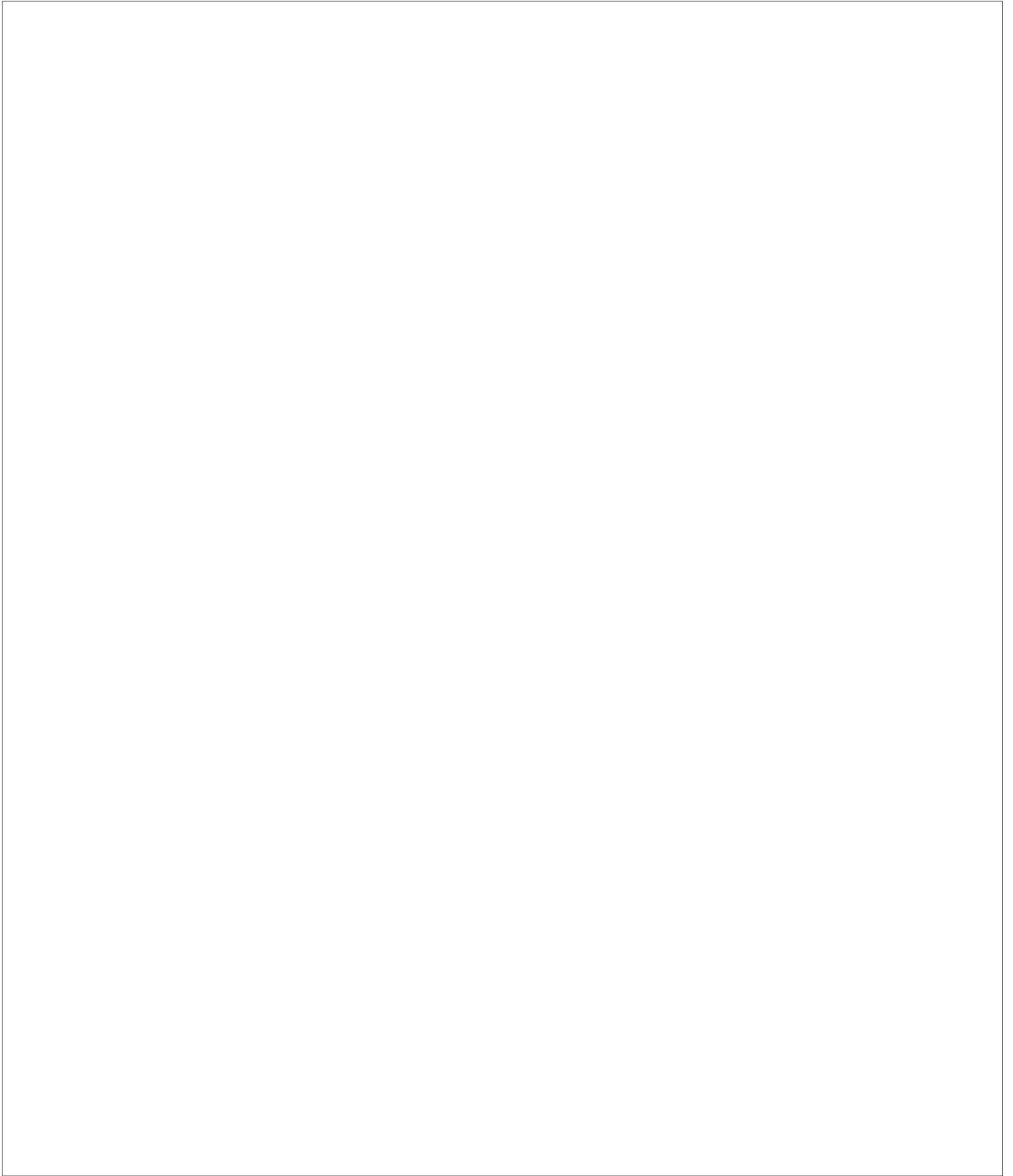




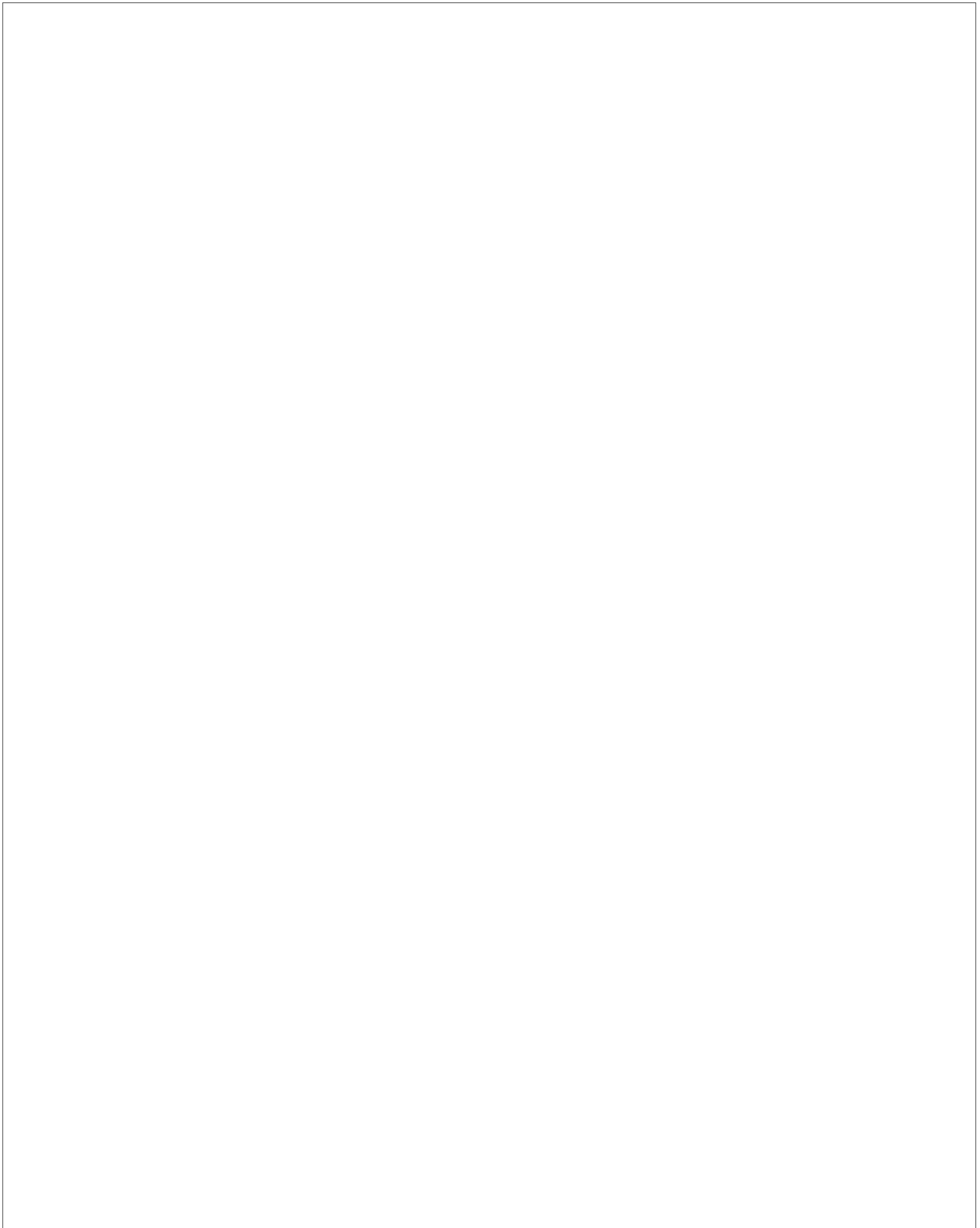


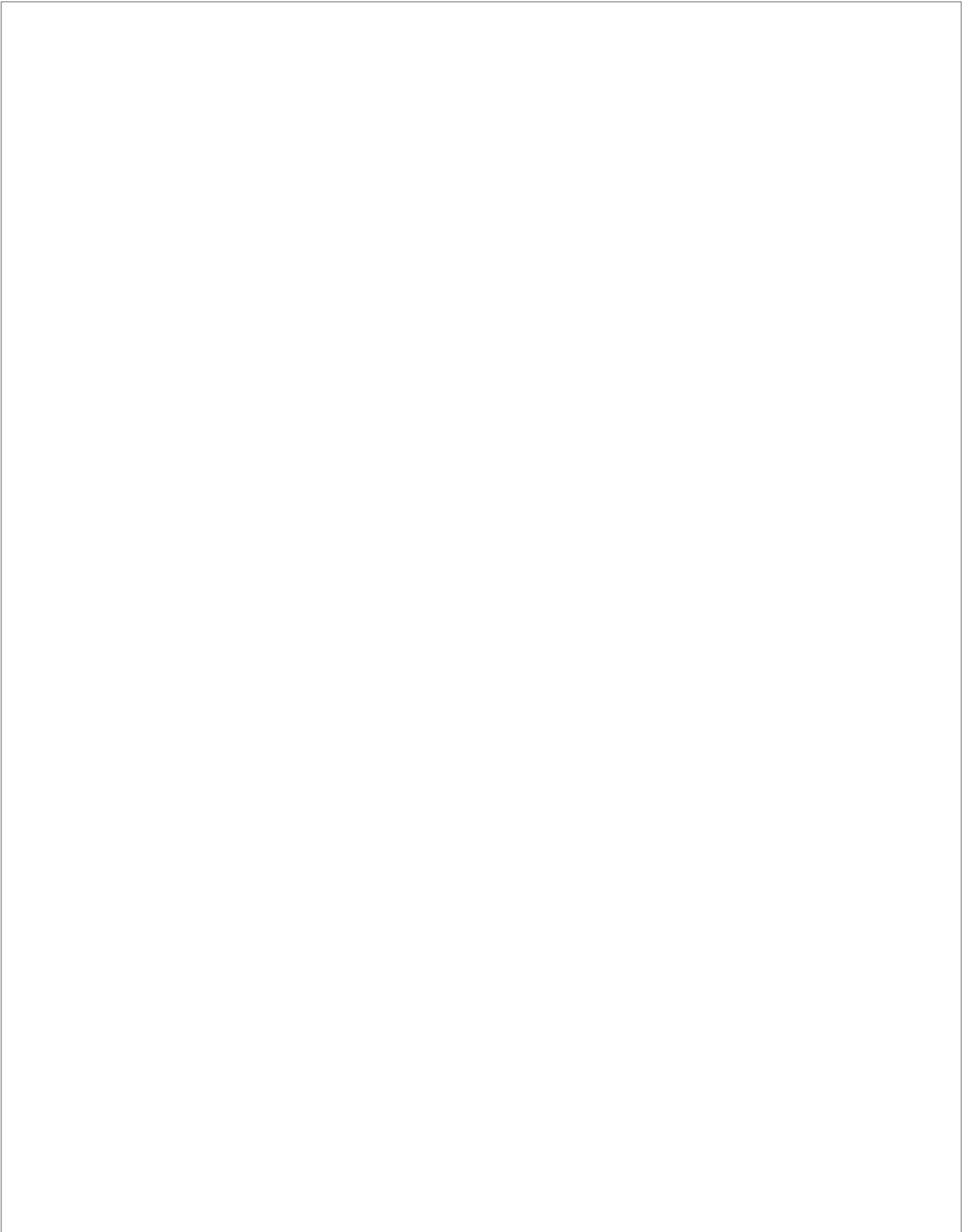


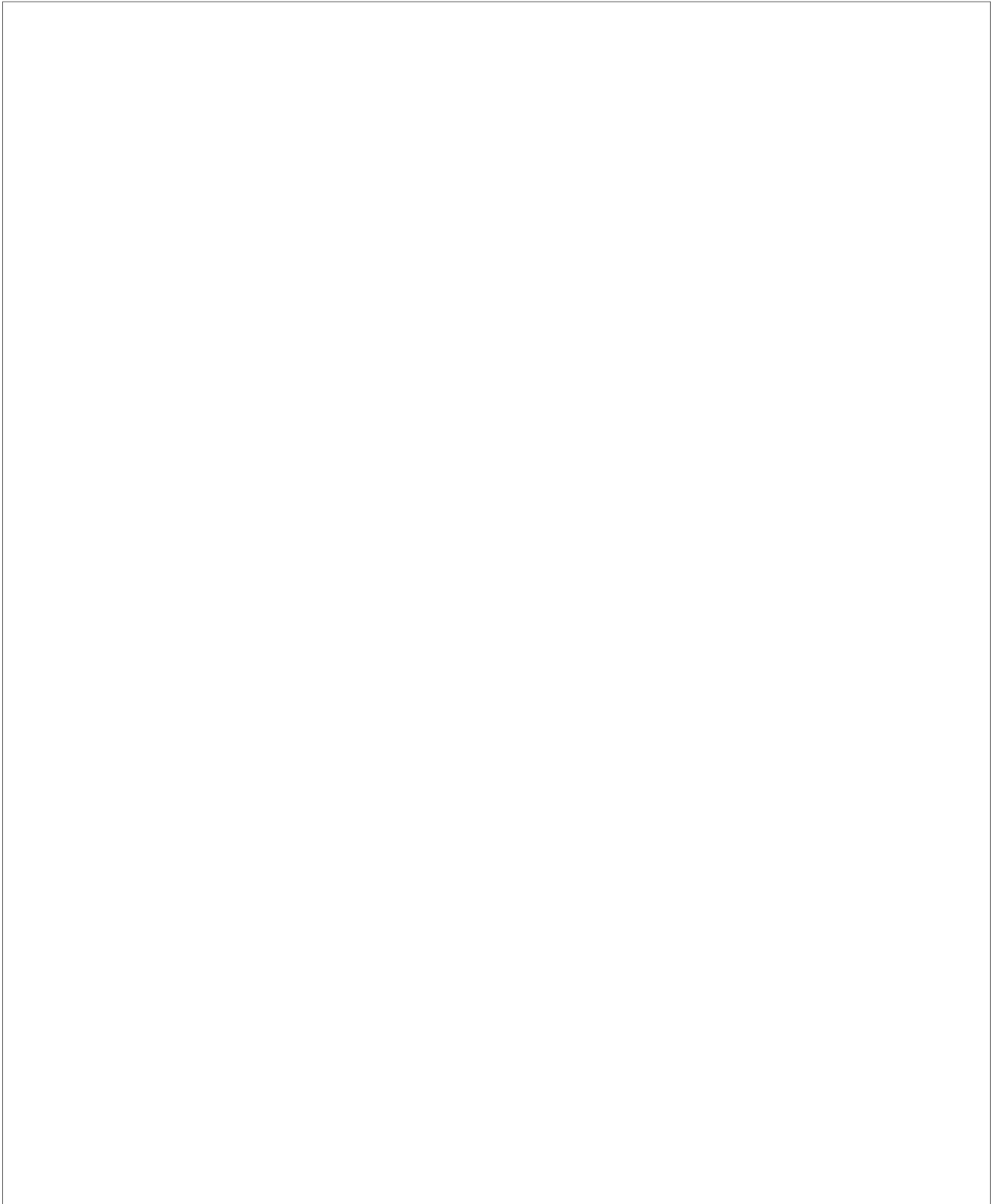




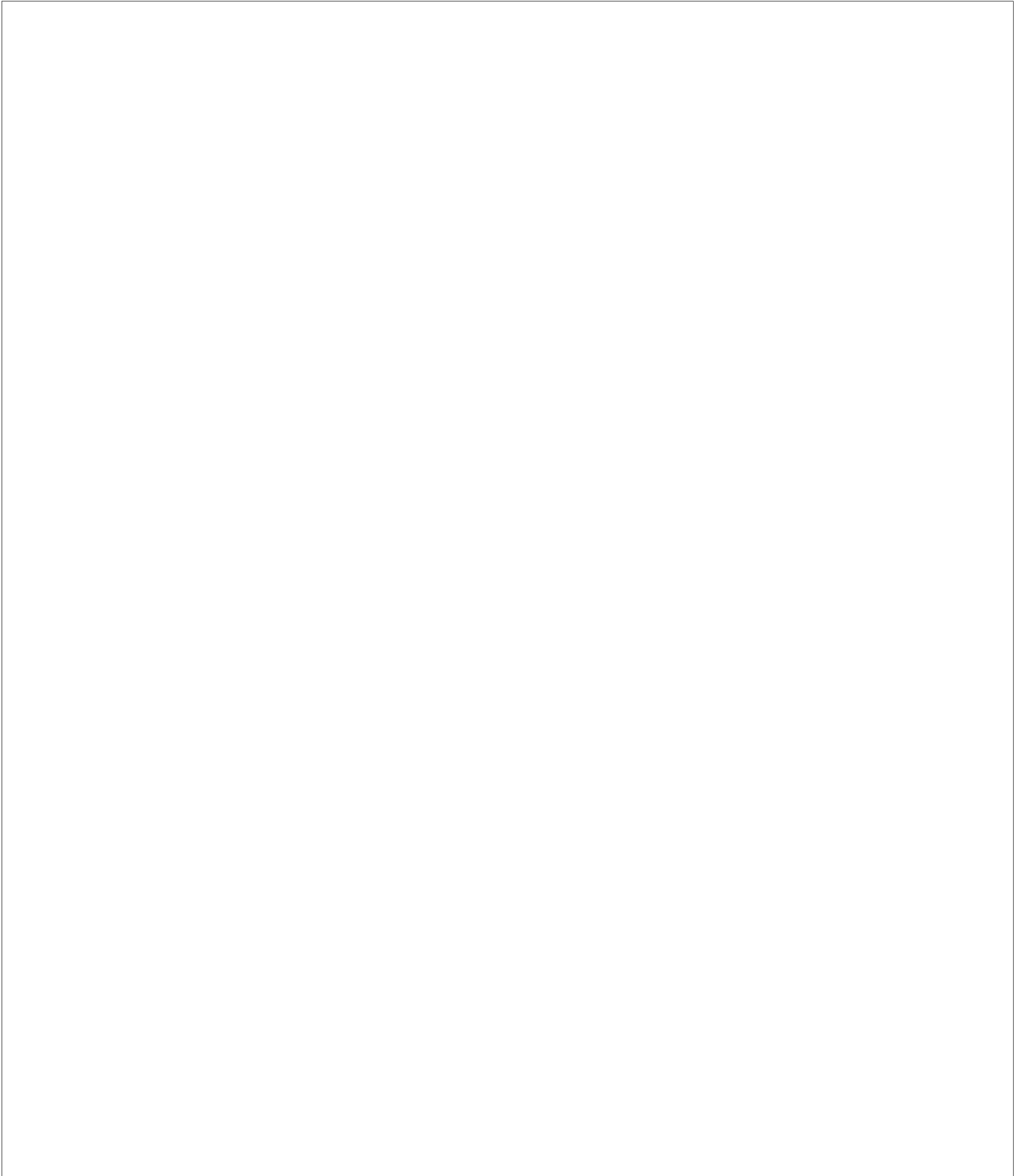


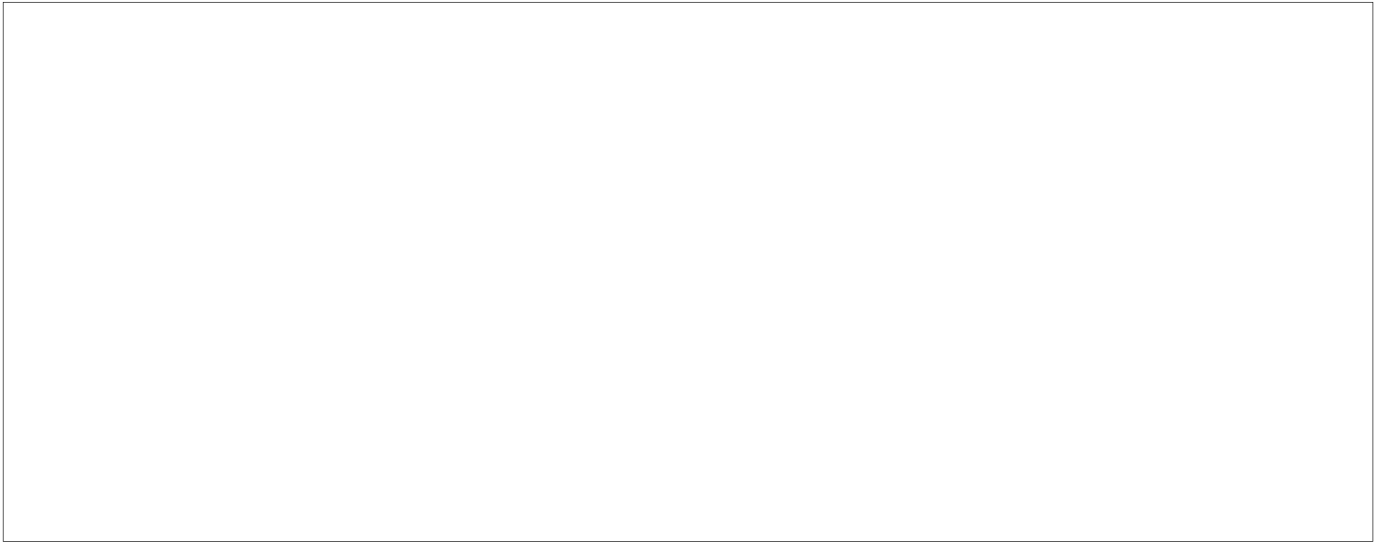




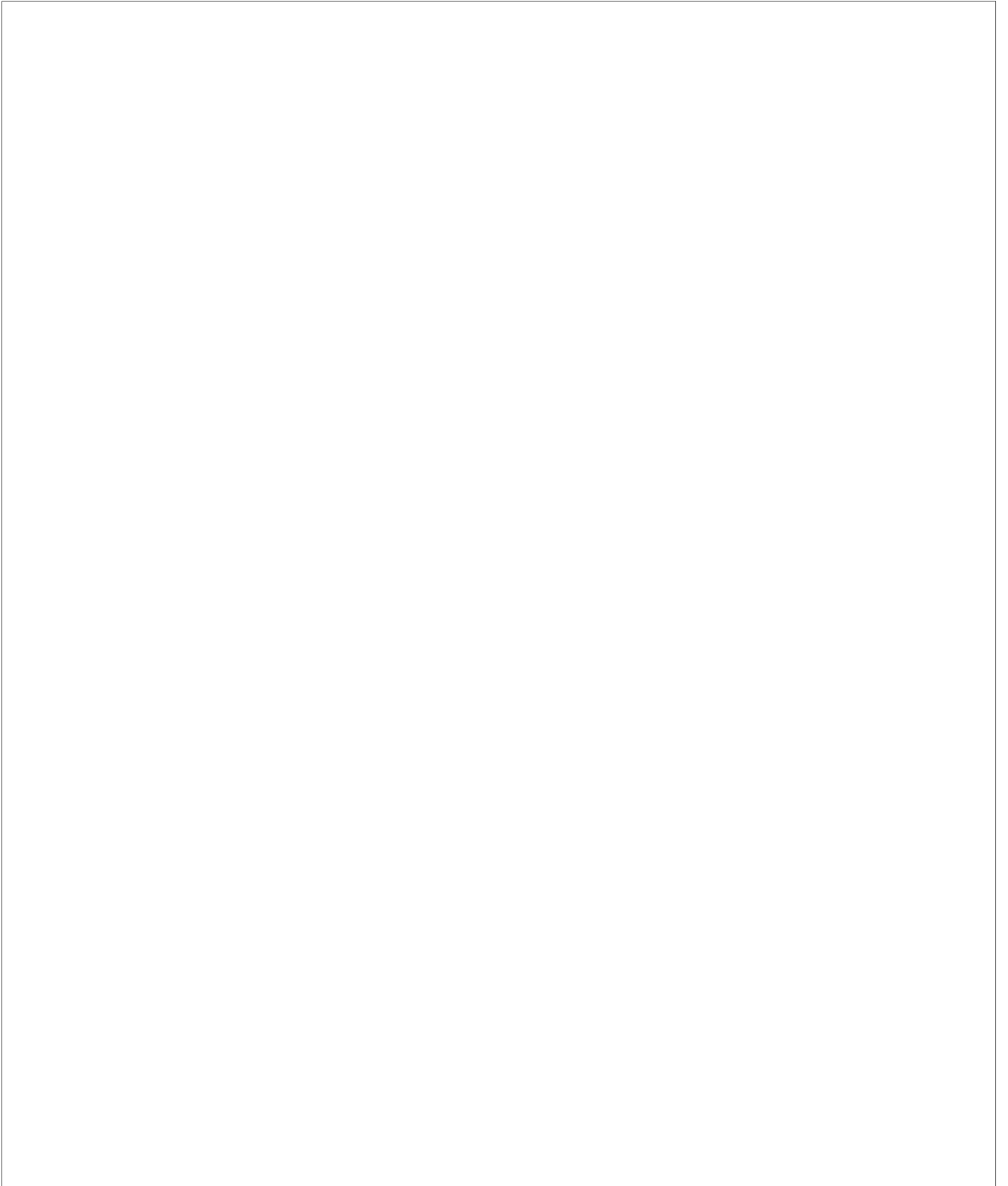






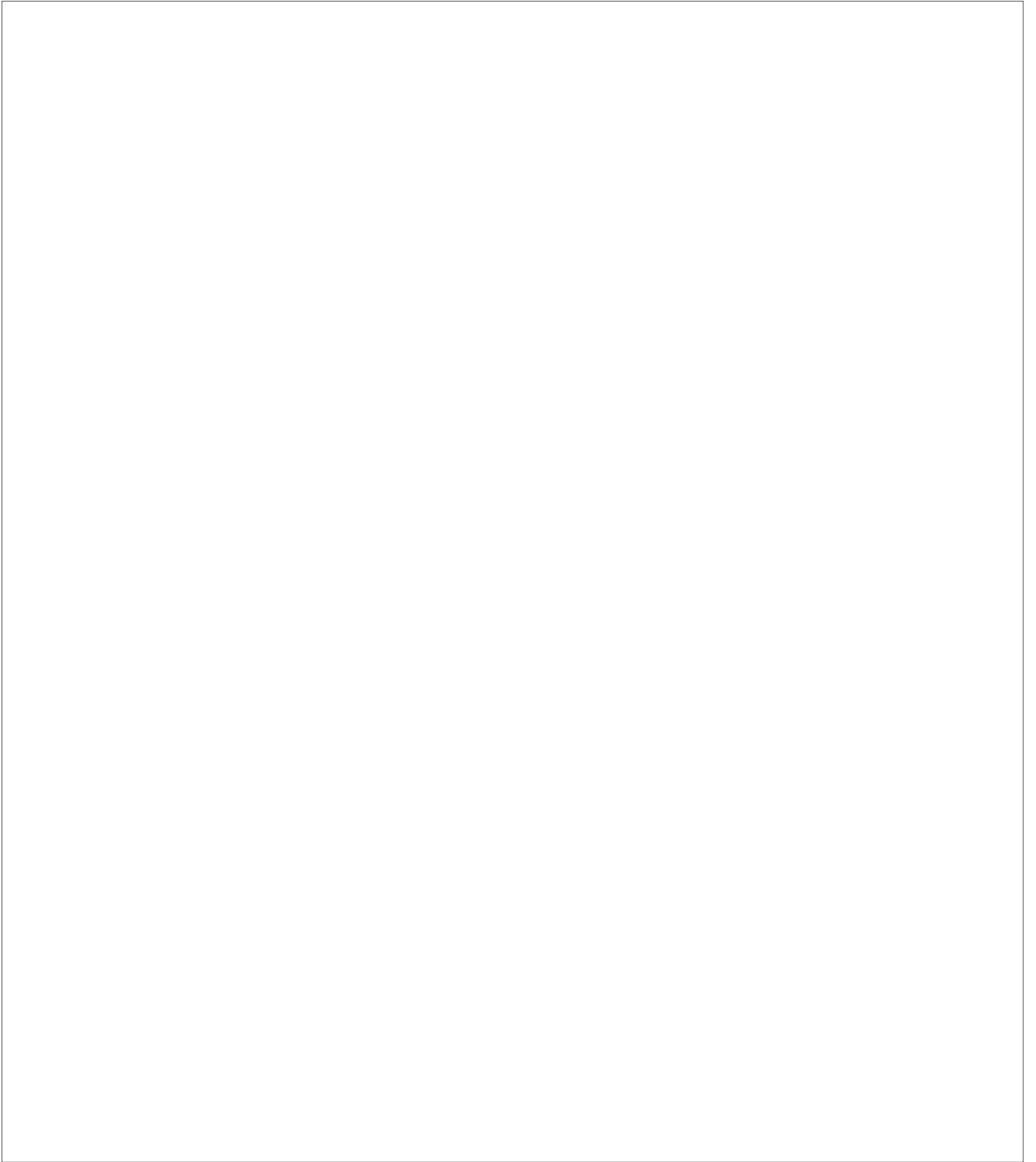


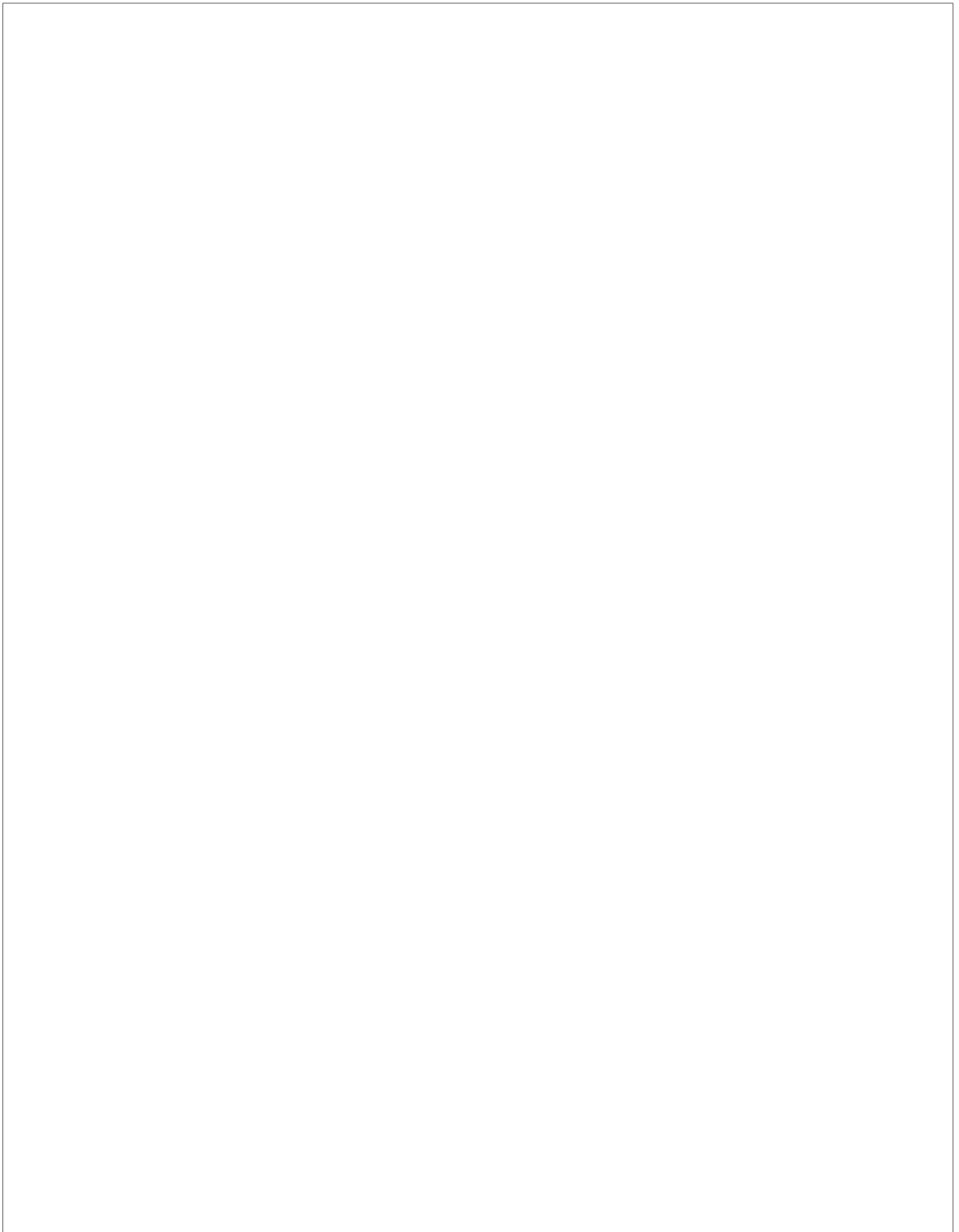




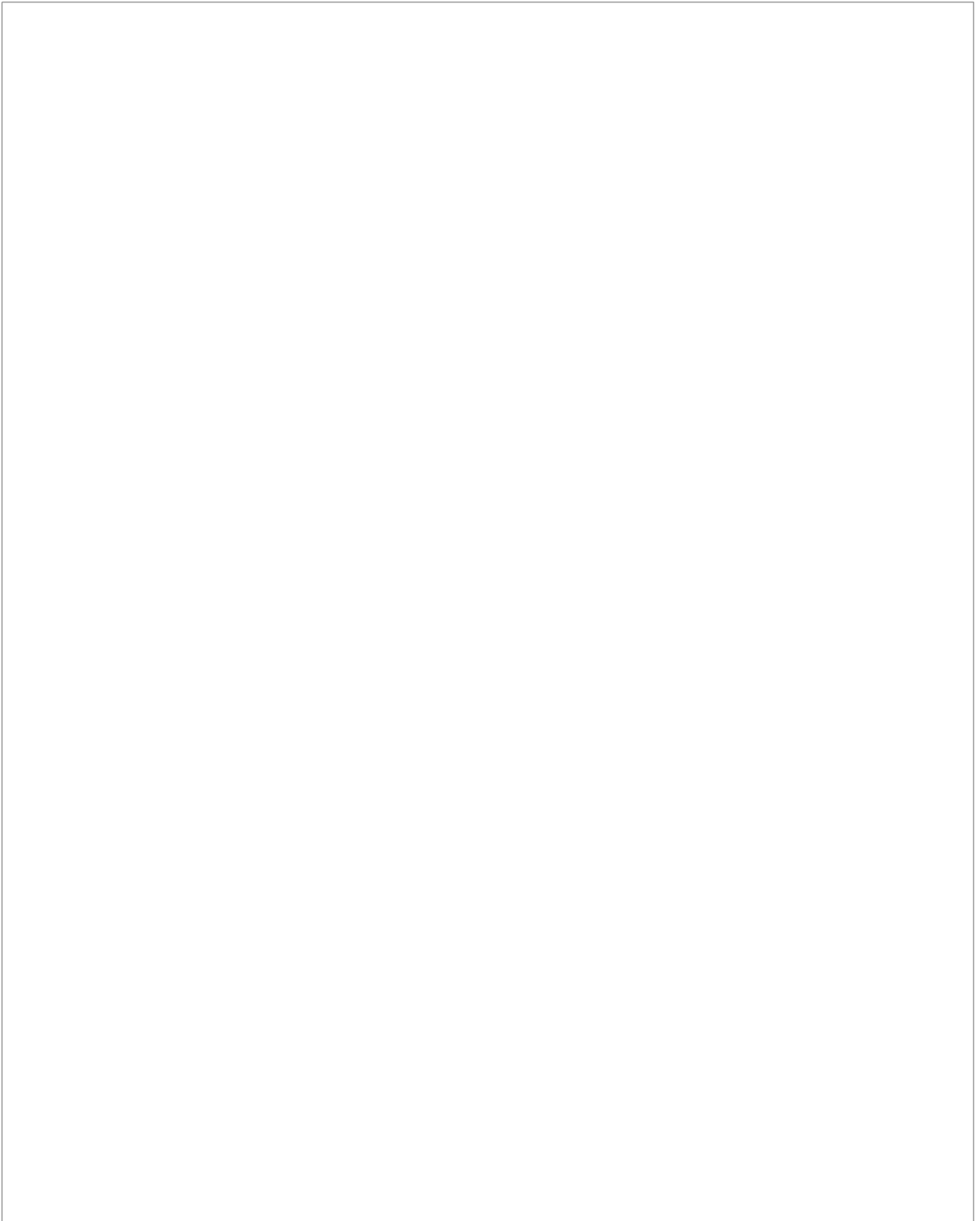


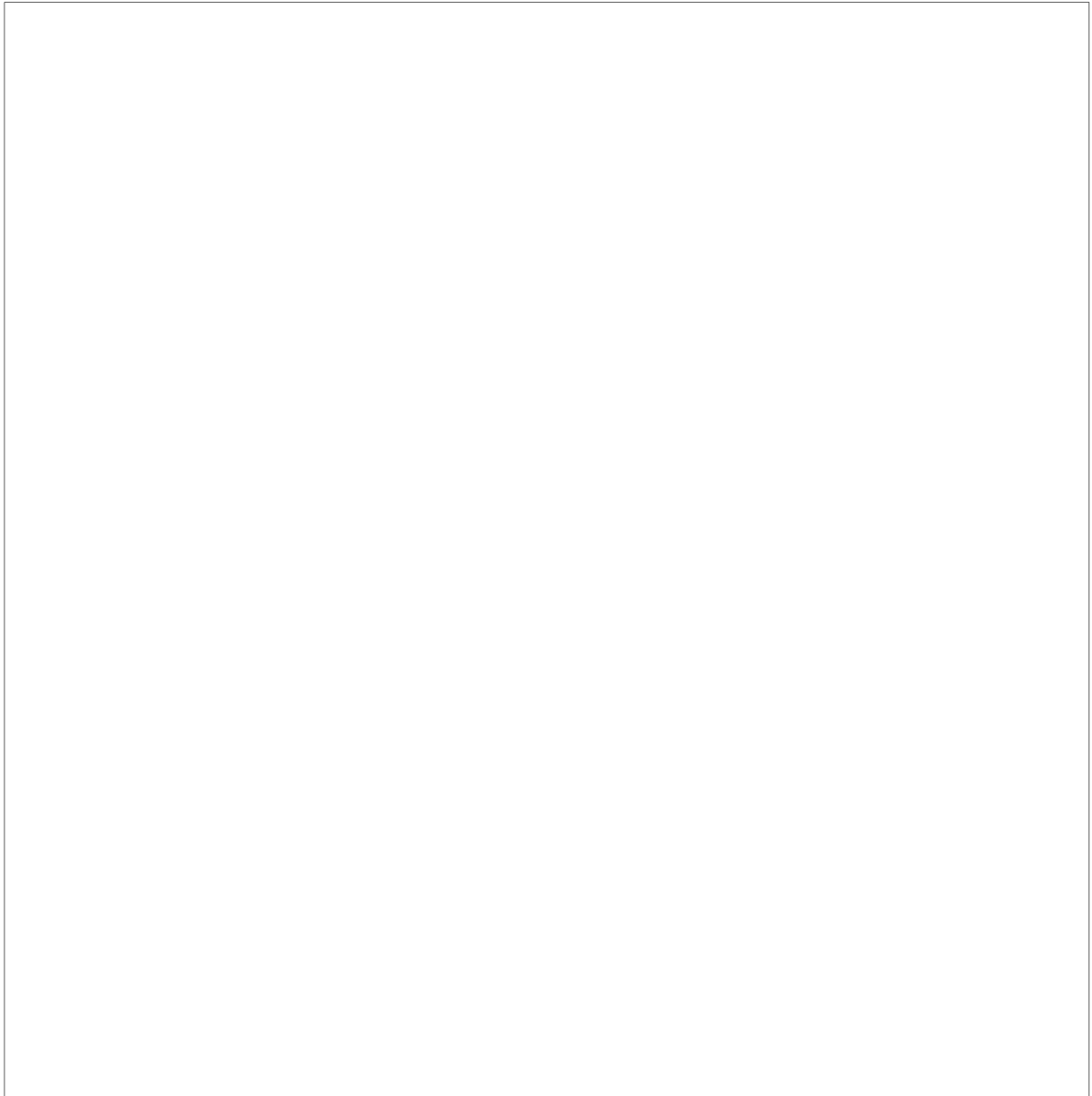




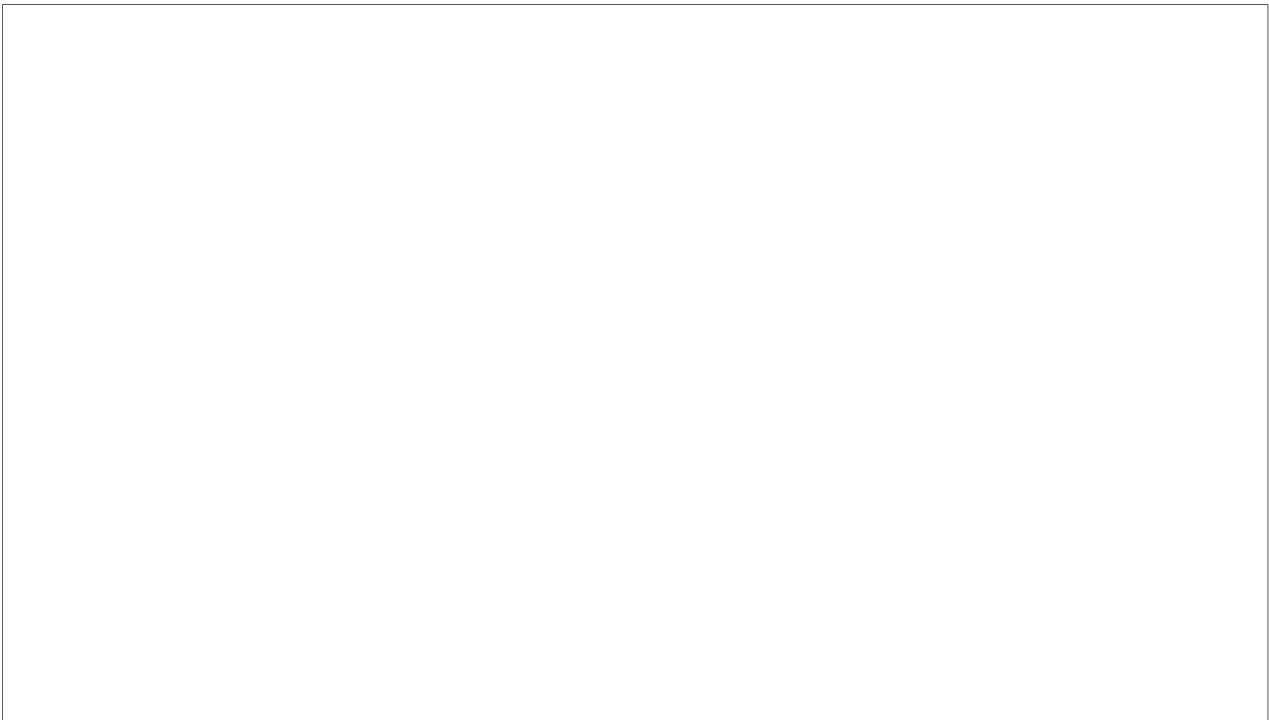


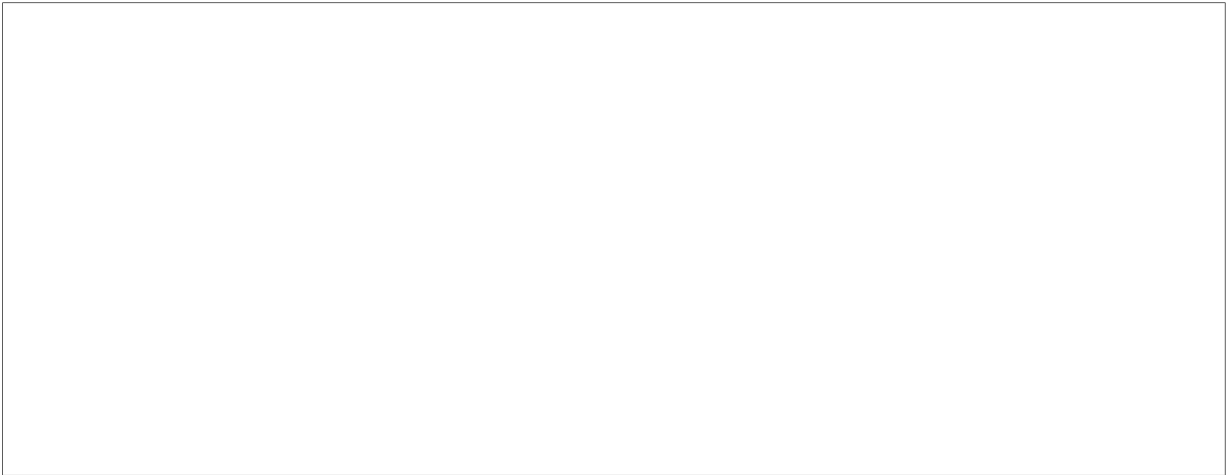


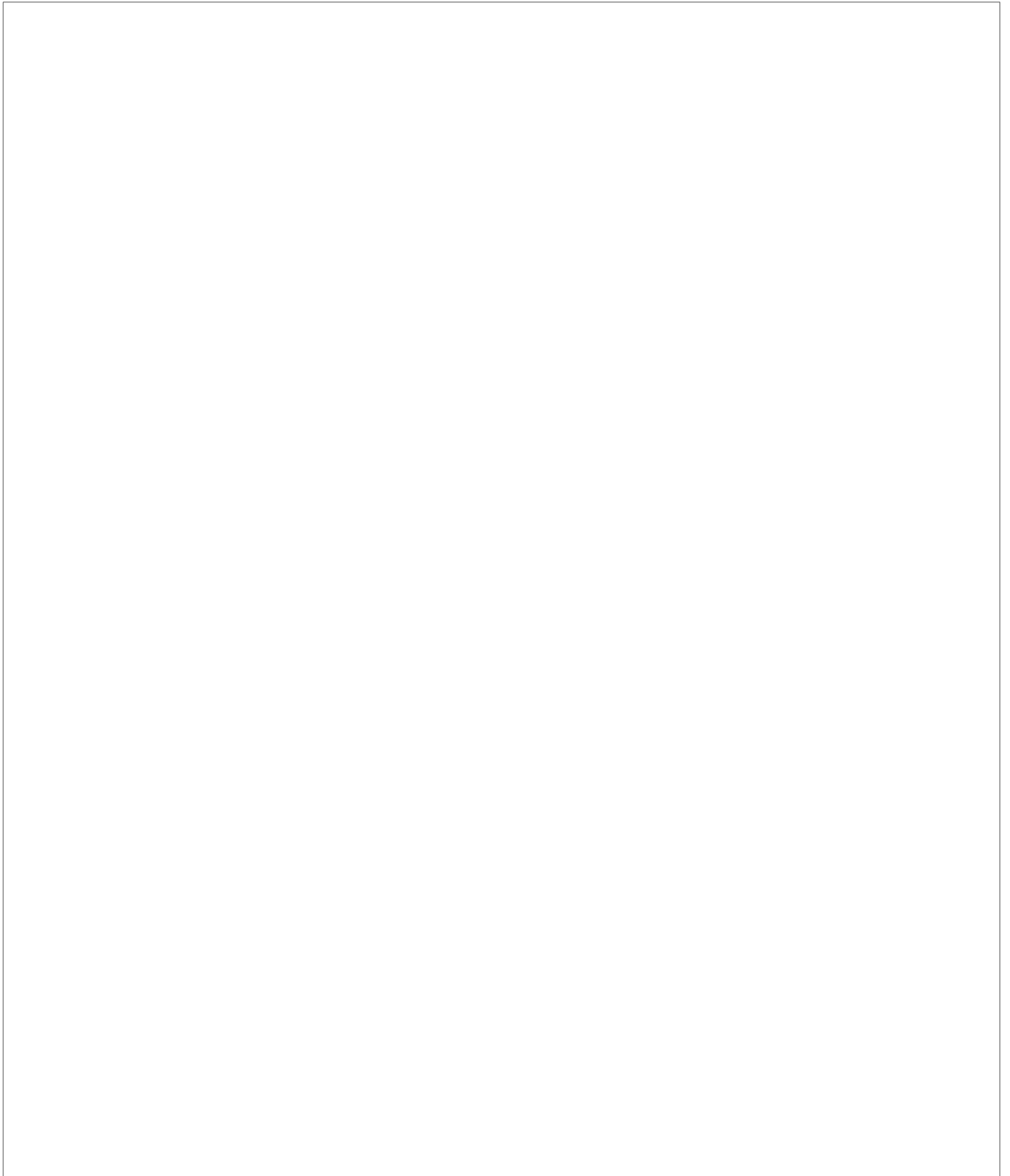


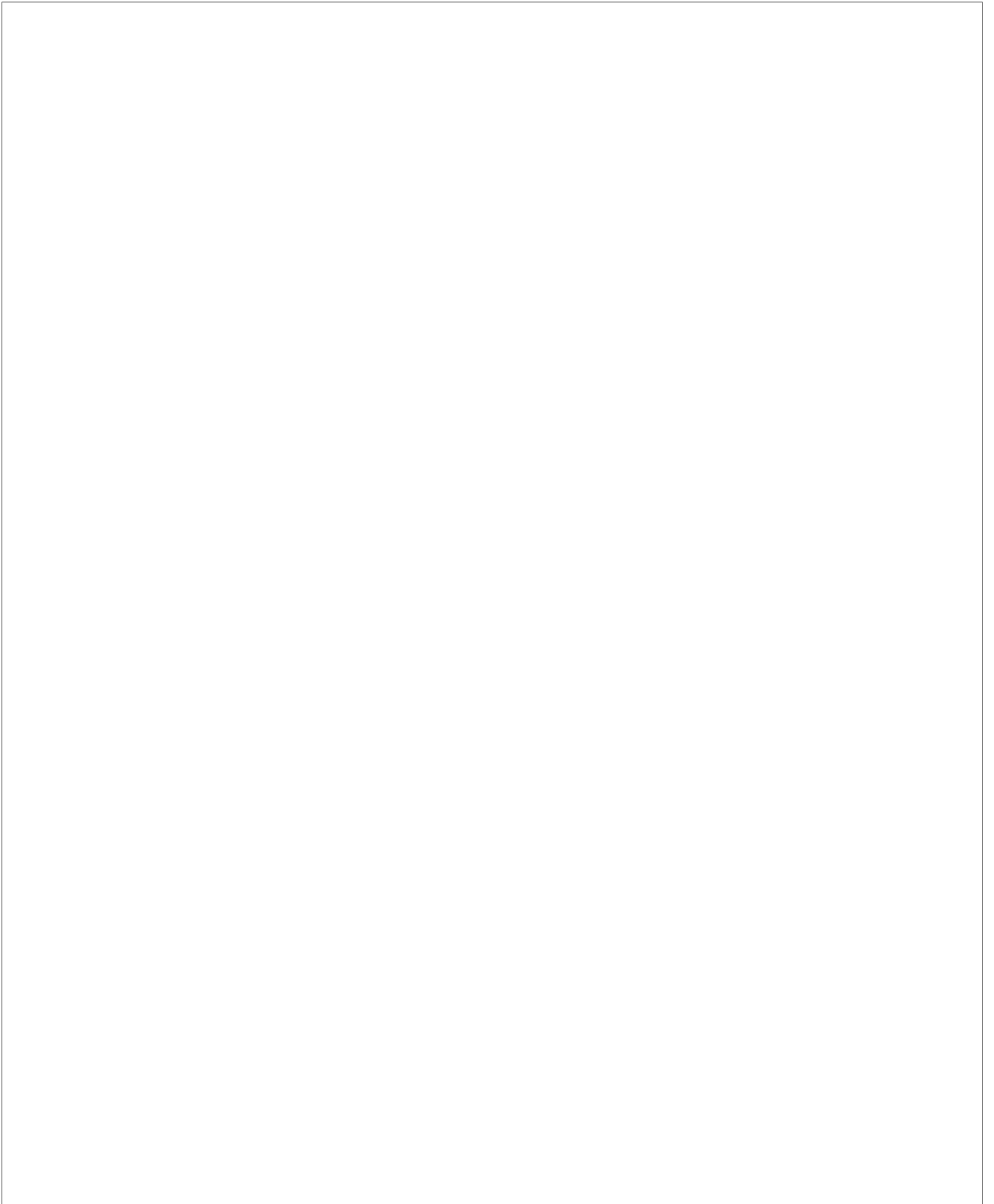


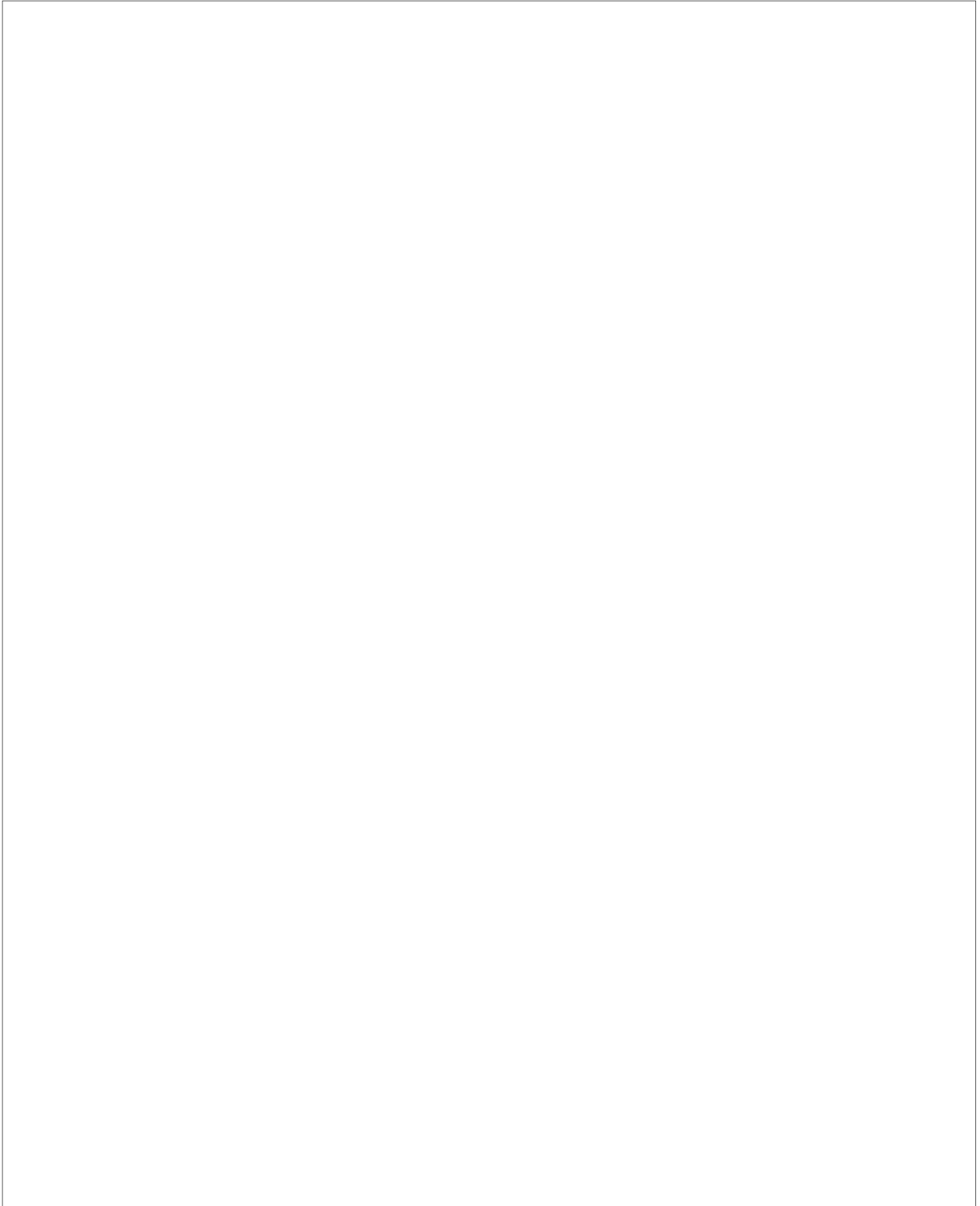


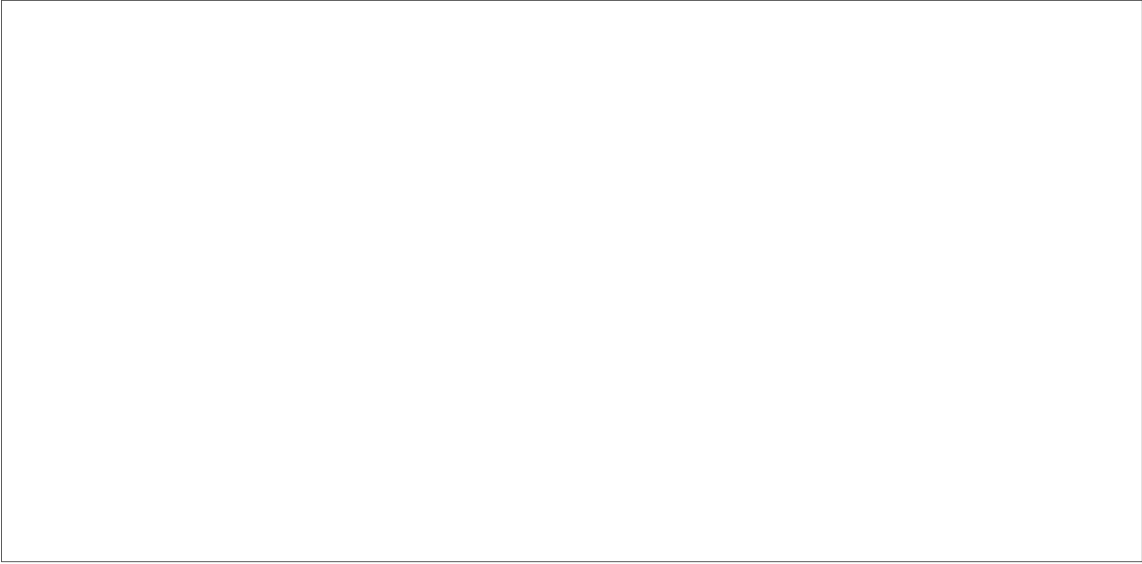




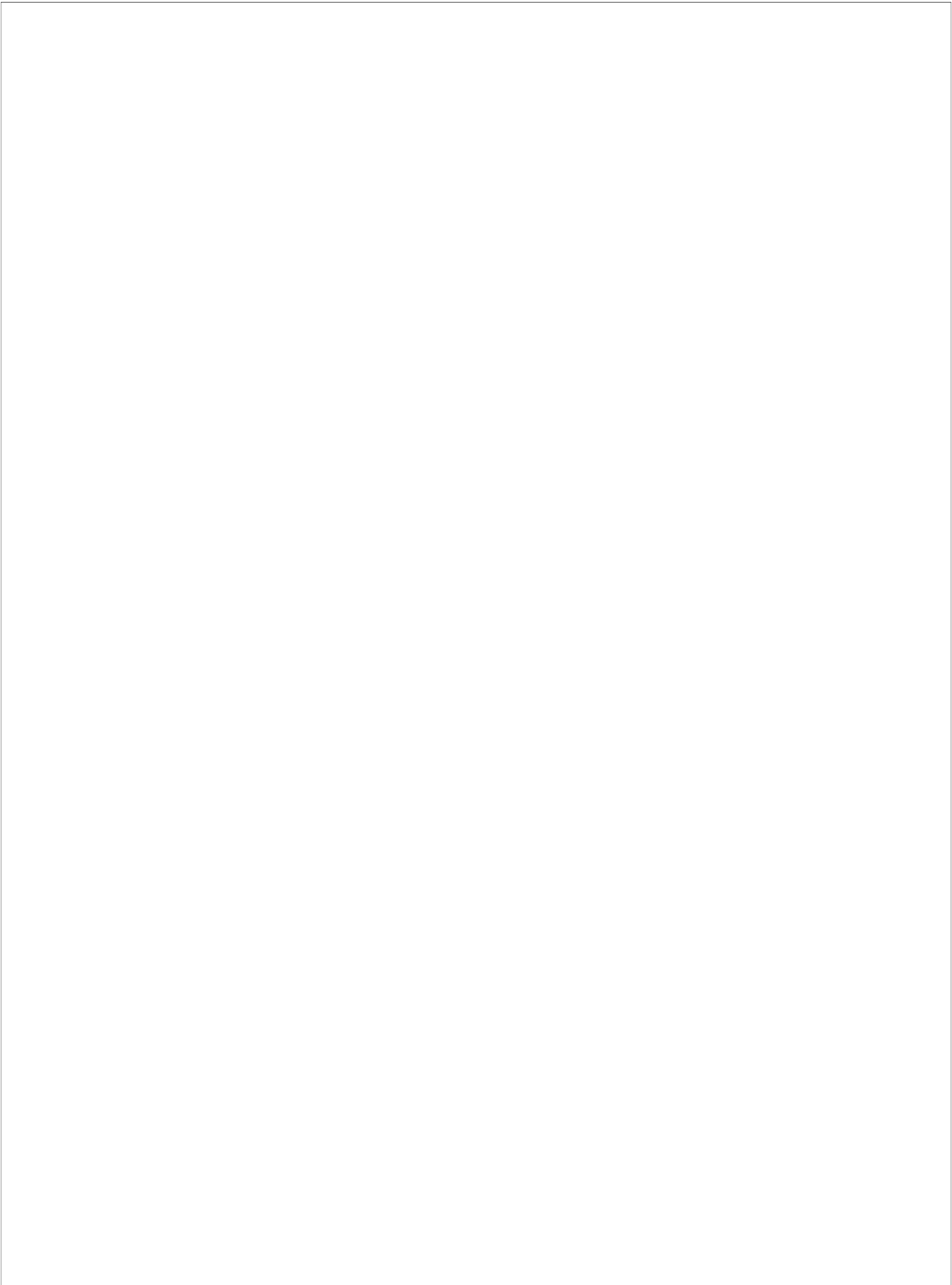












Schedule 5 Contract management

1 Authorised Representatives

1.1 The Authority's initial Authorised Representative: Mr David Thomson

1.2 The Supplier's initial Authorised Representative: Mr Shaun Cornwell

2 Key personnel:

Mr Scott Paton - Chief Operating Officer

Mr Shaun Cornwell - Service Delivery Manager

3 INTRODUCTION

3.1 This Schedule 5 specifies the requirements in respect of contract management issues.

4 REPORTS

4.1 When requested by the Authority, Supplier shall provide Reports electronically to the Authority.

4.2 Reports, in respect of each Month or year (as appropriate), shall be submitted monthly or annually by the fifth day of the following Month or year.

4.3 Reports shall include:

4.3.1 a record of the Goods supplied to the Authority;

4.3.2 a record of the Services provided to the Authority;

4.3.3 a record of the invoices raised by Supplier;

4.3.4 details of Sub-Contractors used;

4.3.5 a record of any failures to supply Goods or provide Services in accordance with this agreement;

4.3.6 details of the number and nature of any complaints from the Authority; and

4.3.7 such other information as the Authority shall reasonably request from time to time or as are agreed between the parties from time to time.

5 REVIEW MEETINGS

5.1 Supplier and the Authority shall meet as follows (or their applicable replacements):

- 5.1.1 Project Manager (Supplier) and IT Systems and Processes Head of Workstream (Authority) daily prior to Full Capability to review progress against timescales;
 - 5.1.2 Project Manager (Supplier) and IT Systems and Processes Head of Workstream (Authority) weekly prior to Full Capability to review overall progress;
 - 5.1.3 Supplier Programme Manager and Project Manager, IT Systems and Processes, Authority at two-weekly intervals prior to Full Capability to review overall progress, risks, alternative plans and other items;
 - 5.1.4 Client Manager (Supplier) and Interim Operations Director (Authority) (or nominated alternative) monthly after Full Capability to review live Services; and
 - 5.1.5 as requested by the Authority on an ad hoc basis.
- 5.2 The Authority may invite additional Supplier or Authority personnel to those identified in paragraph 5.1.
- 5.3 Meetings under paragraph 5.1.1 shall take place by telephone unless requested by the Authority. Other meetings shall take place face to face unless agreed otherwise. Meetings shall be scheduled by the Authority. Face to face meetings shall take place in London at a location identified by the Authority, unless otherwise agreed.
- 5.4 The parties shall comply with such other arrangements as they may agree from time to time.

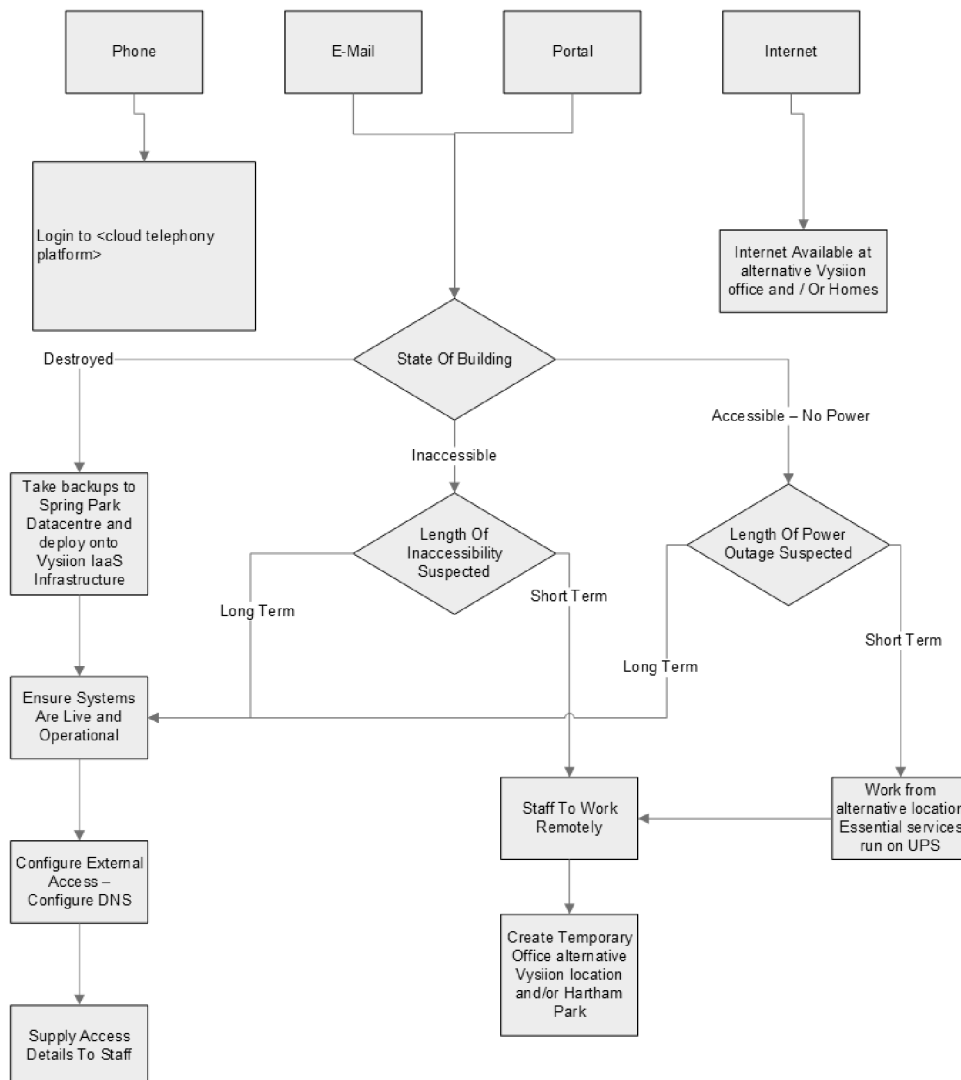
Schedule 6 Disaster recovery

The Supplier shall, within 30 days of the date of this Agreement, develop and maintain a comprehensive and detailed Disaster Recovery Plan which meets the Authority's requirements, and which are sufficient to ensure the continued provision of the Services in the event of a disaster.

The Disaster Recovery Plan shall address disaster affecting the Authority's sites, and the Supplier's sites (including both Service Desk and Datacentre locations). The process will take into consideration the Services being provided from those locations, and the process for restoring Services with minimal impact to the Authority.

The following diagram below illustrates a very high-level process that has been developed for the Supplier's main Service Desk location:

Vysion High Level BCDR Plan



Further information to be gathered for inclusion in Disaster Recovery plan shall include, without limitation, the following:

- Named Fire Marshals and First Aiders for the sites

- Named building key holders and alarm codes

The Supplier will conduct an annual disaster recovery test for the Authority, implementing the Disaster Recovery Plan, that covers all ICT services used.

The Supplier will provide support to the Authority for any disaster recovery or business continuity activities and tests that they require.

The Supplier shall make such changes or improvements to the Disaster Recovery Plan as the Authority may from time to time require.

Schedule 7 Change control

1 General principles

- 1.1 Where the Authority or the Supplier sees a need to change this agreement, the Authority may at any time request, and the Supplier may at any time recommend, such Change only in accordance with the Change Control Procedure set out in paragraph 2 of this Schedule 7.
- 1.2 Until such time as a Change is made in accordance with the Change Control Procedure, the Authority and the Supplier shall, unless otherwise agreed in writing, continue to perform this agreement in compliance with its terms before such Change.
- 1.3 Any discussions which may take place between the Authority and the Supplier in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either party.
- 1.4 Any work undertaken by the Supplier and the Supplier's Personnel which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this Schedule 7, shall be undertaken entirely at the expense and liability of the Supplier.
- 1.5 The Supplier shall be responsible for complying with changes in law (and continuing to comply with the law) at its own cost.

2 Procedure

- 2.1 Discussion between the Authority and the Supplier concerning a Change shall result in any one of the following:
 - 2.1.1 no further action being taken; or
 - 2.1.2 a request to change this agreement by the Authority; or
 - 2.1.3 a recommendation to change this agreement by the Supplier.
- 2.2 Where a written request for an amendment is received from the Authority, the Supplier shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Supplier to the Authority within three weeks of the date of the request.
- 2.3 A recommendation to amend this agreement by the Supplier shall be submitted directly to the Authority in the form of two copies of a Change Control Note signed by the Supplier at the time of such recommendation. The Authority shall give its response to the Change Control Note within three weeks.
- 2.4 Each Change Control Note shall contain:
 - 2.4.1 the title of the Change;
 - 2.4.2 the originator and date of the request or recommendation for the Change;

- 2.4.3 the reason for the Change;
- 2.4.4 full details of the Change, including any specifications;
- 2.4.5 the price, if any, of the Change;
- 2.4.6 a timetable for implementation, together with any proposals for acceptance of the Change;
- 2.4.7 a schedule of payments if appropriate;
- 2.4.8 details of the likely impact, if any, of the Change on other aspects of this agreement including:
 - (a) the timetable for the provision of the Change
 - (b) the personnel to be provided
 - (c) the Charges
 - (d) the Documentation to be provided
 - (e) the training to be provided
 - (f) working arrangements
 - (g) other contractual issues;
- 2.4.9 the date of expiry of validity of the Change Control Note;
- 2.4.10 provision for signature by the Authority and the Supplier; and
- 2.4.11 details of how the costs that would be incurred by the parties if the Change subsequently results in the termination of this agreement under clause 27.1.6 will be apportioned.
- 2.5 For each Change Control Note submitted by the Supplier, the Authority shall, within the period of the validity of the Change Control Note:
 - 2.5.1 allocate a sequential number to the Change Control Note; and
 - 2.5.2 evaluate the Change Control Note and, as appropriate:
 - (a) request further information; or
 - (b) accept the Change Control Note by arranging for two copies of the Change Control Note to be signed by or on behalf of the Authority and return one of the copies to the Supplier; or
 - (c) notify the Supplier of the rejection of the Change Control Note.
- 2.6 A Change Control Note signed by the Authority and by the Supplier shall constitute an amendment to this agreement.

Schedule 8 Exit

1. INTRODUCTION

1.1 In the event of any early termination or expiry of this agreement the Authority may:

- 1.1.1 purchase from Supplier all items of hardware and other tangible assets in the Supplier Infrastructure (excluding shared use items) (such purchase being at fair market value);
- 1.1.2 hire from Supplier or make other equivalent arrangements in relation to shared use items, at fair market value;
- 1.1.3 require Supplier to provide to it free of charge the tangible form of all Intellectual Property generated by the Supplier under or in connection with its performance of the Services under this agreement (to the extent not already provided), including, in the case of software, both source code and object code;
- 1.1.4 require Supplier to provide to it free of charge all Supplier Software in its most recent form (source code and object code) save to the extent already provided;
- 1.1.5 require Supplier to provide it with the full, accurate, detailed and up to date descriptions of the Goods, including technical specifications; user manuals; operating manuals; process definitions; configuration documentation in relation to the Goods and Supplier Infrastructure showing their configurations and all configuration and other similar activities carried out by Supplier; and procedures (all save to the extent already provided);
- 1.1.6 require Supplier to novate to the Authority or a replacement contractor any Key Sub-Contract or licence entered into by Supplier in connection with this agreement, such novation to be without additional cost or increased charge, such that the Authority or replacement contractor enjoys the same terms as those enjoyed by Supplier and that the Authority or the replacement contractor do not inherit liability for any breaches by Supplier of the relevant Sub-Contract or licence;
- 1.1.7 acquire from Supplier a non-exclusive licence in respect of any Intellectual Property which are not licensed under this agreement and which are owned by Supplier or its affiliates and used in connection with the performance of this agreement. Such licence shall:
 - 1.1.7.1 be subject to a single, one-off payment at fair market value;
 - 1.1.7.2 be perpetual and irrevocable;
 - 1.1.7.3 provide for the supply of the source code for any such software;
 - 1.1.7.4 afford the Authority the right to make such modifications, adaptations and enhancements as it sees fit to products in relation to which Intellectual Property rights subsist; and

- 1.1.7.5 permit the Authority to engage a third party to use, modify, adapt and/or enhance the products, in accordance with this agreement on behalf of the Authority;
- 1.1.8 require Supplier to use all reasonable endeavours to procure a novation to the Authority or a replacement contractor of such third party licences and third party agreements as the Authority requires which are used in performing Supplier's obligations under this agreement and are not covered by paragraph 1.1.6 (ensuring that such novation is free of charge and leads to the Authority or replacement contractor enjoying the same terms as Supplier save that where the Authority has paid Supplier sums which cover future licence or other payments under the relevant licence or agreement, Supplier shall reimburse to the Authority the applicable sums) or to the extent such licences and agreements are also used to provide services to other customers of Supplier to ensure that the applicable third party enters into a licence or agreement with the Authority or replacement contractor on the same terms as if there had been a novation under this paragraph;
- 1.1.9 require Supplier to provide all other information used to perform its obligations under this agreement and/or relating to the Services (including without limitation information on work in progress, incidents, service requirements) and/or reasonably necessary for the Authority or a replacement contractor to provide replacement services to the Services;
- 1.1.10 require Supplier to return (and/or, at the Authority's option, destroy in compliance with the Authority's security requirements) all Goods held by or on behalf of Supplier, all data held on such Goods and all other data obtained from or in connection with the Authority and/or in connection with this agreement.
- 1.2 Supplier acknowledges that damages may not be an adequate remedy for breach of paragraphs 1.1.3 to 1.1.7, 1.1.9 and 1.1.10 and that as such it would be appropriate for the Authority to seek specific performance or other equivalent relief in relation to those provisions.
- 1.3 Supplier shall at any time render reasonable assistance to the Authority, if requested, to the extent necessary to effect an orderly assumption by any replacement contractor of the services performed by Supplier hereunder.
- 1.4 Following any notice of termination being serviced (in the case of an early termination of this agreement) and no later than twelve (12) months prior to the expiry of the term (in this case of expiry) Supplier shall grant to any potential replacement contractors (the identities of which having been notified to it by the Authority in writing) the right of reasonable access to the Goods, Supplier Infrastructure and any associated technical documentation for the purposes of inspection and/or due diligence activity in connection with that potential replacement contractor's engagement in any future procurement activity on the part of the Authority, and shall comply with all reasonable requests by the Authority to provide information relating to the operation of this agreement. Where the potential replacement contractor will be given access to Confidential Information of Supplier under this paragraph, Supplier may first require the potential replacement contractor to enter into a confidentiality agreement containing the obligations specified in Clause 24, unless the replacement contractor is already bound by a duty of confidentiality.

2. PERSONNEL

- 2.1 In the event of early termination or expiry of this agreement, the Authority or a replacement contractor may offer any employee identified as a key employee in Schedule 5 or any other individual who has during the six (6) months prior to such offer been involved for at least seventy per cent (70%) of his contracted working time in performing the obligations under this agreement either employment or a short term assignment and Supplier agrees that (a) if such person accepts such offer Supplier shall release such person from any breach of contract with it which such acceptance may otherwise involve and shall keep the Authority free from any liability for procuring the said breach and (b) where the Authority or a replacement contractor wishes this to be arranged as a secondment arrangement (for up to six (6) months unless a longer period is mutually agreed) from Supplier or the applicable employer Supplier shall procure this on financial terms allowing for recovery of salary, benefits and a reasonable amount for overhead.
- 2.2 As soon as possible following any notice of termination being served (in the case of an early termination of this agreement) and no later than twelve (12) months prior to the expiry of the term (in the case of expiry) Supplier shall provide to the Authority or to the replacement contractor details of the identity (to the extent lawfully permitted) and terms of employment of all personnel who are then employed in the performance of Supplier's obligations under this agreement, as reasonably required by the Authority, in order to permit compliance by the Authority and/or a replacement contractor with the provisions of TUPE.
- 2.3 It is the view of the parties that TUPE will not apply to any employees either during the continuance of this agreement, or on its termination or expiry in whole or in part, so as to transfer any employee of Supplier or its subcontractors in liability in respect of any former employee of Supplier or its subcontractors to the Authority or any replacement contractor.
- 2.4 The Authority shall have no liability for any member or former member of the Supplier's Personnel and the Supplier shall indemnify the Authority against all claims, demands, losses, costs, awards, liabilities and expenses suffered or incurred by the Authority (whether directly to members or former members of the Supplier's Personnel or to a replacement contractor in respect of equivalent claims, demands, losses, costs, awards, liabilities and expenses suffered or incurred by it in relation to members or former members of the Supplier's Personnel) in respect of any member or former member of the Supplier's Personnel on the grounds that his/her employment and/or any liability in connection with the employment, its termination or cessation howsoever arising have or should have been transferred from Supplier or its subcontractors to the Authority or the replacement contractor pursuant to TUPE or otherwise either during the continuance or on the termination or expiry of this agreement.

Schedule 9 Commercially sensitive information

The following Supplier information shall be considered as Commercially Sensitive Information, as described in the terms of the Agreement:

1. Detailed pricing information, including the Supplier's day rate charges and profit margins;
2. Performance details related to Service Credit payments;
3. Trade secrets related to its proprietary products.

Schedule 10 Authority Responsibilities

The Authority shall, in relation to this agreement, be responsible for the following:

- Providing the Supplier with sufficient desk space for engineers to work when on-site at Authority premises;
- Supporting the Authority line of business Applications, Intranet and Website;
- Ensuring the Supplier engineering staff and contractors have ease of access to premises 24/7 in order to carry out support;
- Providing adequate documentation detailing Authority architecture such as high level and low level designs, configuration documents and where necessary, access to the incumbent. If such documentation does not exist, acceptance of a chargeable project which may be necessary to produce such documentation.

Schedule 11 Hardware Inventory

The Supplier will be responsible for supporting the hardware, as specified in the Specification and in accordance with the terms of this agreement, in respect of each item of hardware set out in this Schedule 11:

Asset Type	Quantity
Physical servers	23
Virtual servers	11
Unknown Win2008 servers	6
Desktops	40
Laptops	25
Monitors	39
Scanners	2
Switches	15
Firewalls and security appliances	7
IP Phones	67

Server, Appliance and Peripherals

Model	Model Code
HP DL160 G6	490427-421
HP DL360 G6	504634-421
HP DL360 G6	470065-156
HP DL360 G6	504634-421
HP DL360 G7	605030-425
HP DL360 G7	605030-425
HP DL360 G7	605030-425
HP DL360 G7	605030-425
HP DL380 G6	491316-421
HP DL380 G6	491316-421
HP DL380 G6	491316-421
HP DL380 G6	470065-157
HP DL380 G6	470065-157
HP DL380 G6	470065-157

HP DL380 G6	491316-421
HP DL380 G6	491316-421
HP DL380 G6	470065-157
HP DL380 G6	470065-157
HP DL380 G7	633407-421
HP DL380 G7	583970-421
HP DL380 G7	633407-421
HP DL380 G7	605029-425
HPDL360 G6	504634-421
TFT7600 - KVM CONSOLE	TFT7600
TFT7600 - KVM CONSOLE	TFT7600
HP KVM SRV CNSL SW G2	KVMCONSOLEG2
HP KVM SRV CNSL SW G2	KVMCONSOLEG2
BLUECOAT AV510-A Appliance	AV510-A
BLUECOAT SG510-5 PROXY	SG510-5
Bluecoat SG510-25 Appliance	SG510-25-PR
Juniper SSG 550M System	SSG-550M-SH
Juniper SA4500 SSL VPN	SA4500
Juniper SSG 550M System	SSG-550M-SH
Tipping Point 330 IPS	U330C-99A2-3F9B

Monitor

Model	Model Code
View Sonic VA1913WM-4 19"Mon	VA1913WM-4
View Sonic VA1913WM-4 19"Mon	VA1913WM-4
View Sonic VA1913WM-4 19"Mon	VA1913WM-4
View Sonic VA1913WM-4 19"Mon	VA1913WM-4
View Sonic VA1913WM-4 19"Mon	VA1913WM-4
View Sonic VA1913WM-4 19"Mon	VA1913WM-4
View Sonic VA1913WM-4 19"Mon	VA1913WM-4
View Sonic VA1913WM-4 19"Mon	VA1913WM-4
View Sonic VA1913WM-4 19"Mon	VA1913WM-4
View Sonic VA1913WM-4 19"Mon	VA1913WM-4
View Sonic VA1913WM-4 19"Mon	VA1913WM-4
View Sonic VA1913WM-4 19"Mon	VA1913WM-4
View Sonic VA1913WM-4 19"Mon	VA1913WM-4
View Sonic VA1913WM-4 19"Mon	VA1913WM-4
View Sonic VA1913WM-4 19"Mon	VA1913WM-4

Compaq 6000 SFF	HP Compaq 6000 SFF
Compaq 6000 SFF	HP Compaq 6000 SFF
Compaq 6000 SFF	HP Compaq 6000 SFF
Compaq 6000 SFF	HP Compaq 6000 SFF
Compaq 6000 SFF	HP Compaq 6000 SFF
Compaq 6000 SFF	HP Compaq 6000 SFF
Compaq 6000 SFF	HP Compaq 6000 SFF
Compaq 6000 SFF	HP Compaq 6000 SFF
Compaq 6000 SFF	HP Compaq 6000 SFF
Compaq 6000 SFF	HP Compaq 6000 SFF
Compaq 6000 SFF	HP Compaq 6000 SFF
Compaq 6000 SFF	HP Compaq 6000 SFF
Compaq 6000 SFF	HP Compaq 6000 SFF
Compaq 6000 SFF	HP Compaq 6000 SFF
Compaq 6000 SFF	HP Compaq 6000 SFF
Compaq 6000 SFF	HP Compaq 6000 SFF
Compaq 6000 SFF	HP Compaq 6000 SFF
Compaq 6000 SFF	HP Compaq 6000 SFF
Compaq 6000 SFF	HP Compaq 6000 SFF
Compaq 6000 SFF	HP Compaq 6000 SFF
Compaq 6000 SFF	HP Compaq 6000 SFF

Desktop Phone

Model	Model Code
Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847

Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847
Mitel 5312 IP Phone, dual mode	50005847

Network

EXTREME SUMMIT X150-24P	15205
Extreme Summit X150-24t	15201
Extreme Summit X250e-24p	15105
Extreme Summit X350-24t	16201
Extreme Summit X450e-48p	16148
Extreme Summit X450e-48p	16148
Extreme Summit X450e-48p	16148
Extreme Summit X450e-48p	16148
Extreme Summit X450e-48p	16148
Extreme Summit X450e-48p	16148
Extreme Summit X450e-48p	16148
Extreme Summit X450e-48p	16148
Extreme Summit X450e-48p	16148
Extreme Summit X450e-48p	16148
EXTREME X150-24T	X150-24T

Scanner

Model	Model Code
-------	------------

Model	Model Code
-------	------------

Fujitsu Fi-6770 Scanner	FI-6770
Fujitsu Fi-6770 Scanner	FI-6770

Server specifications

<u>Location of asset</u>	<u>OSname</u>	<u>Platform</u>	<u>Server Model</u>	<u>CPU</u>	<u>Memory</u>
Data centre	Win 2008 R2	Vmware			
Data centre	Win 2008 R2	Vmware			
Data centre	Win 2008 R2	Vmware			
Data centre	Win 2012 R2	Vmware			
Data centre	Win 2008 R2				
Data centre	Win 2008 R2	Physical	HP DL360 G7	1	6 x 2GB
Data centre	Win 2008 R2	Vmware			
Data centre	Win 2008 R2	Physical	HP DL380 G5	1	4 x 4GB
Data centre	Win 2008	Vmware			
Data centre	Win 2008				
Data centre	Win 2003	Physical		1	2 x 2GB
Data centre	Win 2008 R2	Physical	HP DL360 G6	1	2 x 2GB
Data centre	Win 2012 R2	Vmware			
Data centre	Win 2008 R2	Physical	HP DL380 G6	2	4 x 4GB
Data centre	Win 2008 R2	Physical	HP DL380 G6	2	4 x 4GB
Data centre	Win 2008 R2	Physical	HP DL380 G6	2	6 x 2GB
Data centre	Win 2008 R2	Physical	HP DL380 G6	2	6 x 2GB
Data centre	Win 2008 R2				
Data centre	Win 2008 R2	Vmware			
Data centre	Win 2008 R2	Physical	HP DL380 G6	1	6 x 2GB & 1 x 4GB
Data centre	Win 2008 R2	Physical	HP DL380 G6	1	8GB
Data centre	Win 2008 R2	Physical	HP DL380 G7	2	8 x 2GB
Data centre	Win 2012 R2	Vmware			
Data centre	Win 2008 R2	Physical	HP DL380 G7	2	8 x 2GB
Data centre	Win 2008 R2	Physical	HP DL360 G	2	32GB
Data centre	Win 2008 R2	Vmware			
Data centre	Win 2008 R2	Physical	HP DL360 G7	1	54 gb
Main Office	Win 2008 R2	Vmware			
Main Office	Win 2008				
Main Office	Win 2008 R2	Physical	HP DL380 G6	1	16GB
Main Office	Win 2008 R2	Physical	HP DL360 G6	1	2 x 2GB
Main Office	Win 2008	Physical			
Main Office	Win 2008	Physical	HP DL320 G6	1	2 x 2GB
Main Office	Win 2008 R2	Physical	HP DL160 G6	1	20GB

Main Office	Win 2008 R2		PC HP6000 SFF	1	4GB
Main Office	Win 2008 R2	Physical	HP DL380 G6	2	
Main Office	win 2008 r2				

Telephony

- Mitel 3300 MXE III - MCD
- Virtual MCD based in a Datacentre
- Mitel Contact Centre Manger:
- Mitel Contact Centre Manager Resilient IVR
- Mitel Boarder Gateway/SRC:
- * Mitel Standard Linux based server used as gateway for the Datatrack Call Recorder.
- Mitel Boarder Gateway/SIP