DIGITAL SERVICES RM1043ii CALL-OFF CONTRACT

Part A - Order Form, Specific Terms
Part B - Schedules

PART A – ORDER FORM

PROJECT REFEERENCE: DS02-033
CUSTOMER REFERENCE: ERF Apprenteceship programme

This Order Form is issued in accordance with the provisions of the Digital Services- RM1043ii, Part B - The Schedules and Part C - Call-Off Terms and Conditions.

The Supplier agrees to supply Digital Services specified below and subject to the terms of this Contract and for the avoidance of doubt this Contract consists of the terms set out in this Part A - Order Form, Part B - The Schedules, any executed Statement of Works, together with Part C - Call-Off Terms and Conditions.

NB: in the case of a Central Government Contracting Body, the Call-Off Contract will be entered into by the Authority acting as an agent on behalf of that Central Government Contracting Body but thereafter the rights and obligations of the Customer hereunder shall be the responsibility of the Customer

DATE: 18/11/2015
PURCHASE ORDER NUMBER: ████████████

FROM: **the "Customer"**

Crown Commercial Service (CCS)
Rosebery Court, St Andrews Business Park, Norwich NR7 0HS

Acting as an agent on behalf of the departmental customer:
Skills Funding Agency
Cheylsmore House
Quinton Road
Coventry
CV1 2WT

TO: **the "Supplier"**

Analyse Concept Ltd
218650347.
2rd Floor
1 Devonshire Street
London
W1W 5DS
(registered office address)

TOGETHER: **the "Parties"**

PRINCIPAL CONTACT DETAILS:

For the Customer:	Name:	Alex Campos
	Title:	Project Manager.

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	Email:	Alex.Campos@sfa.bis.gov.uk
	Phone Number:	07789087341
For the Supplier:	Name:	Emmanuelle Savarit
	Title:	Research Director
	Email:	e.savarit@analyse-concept.com
	Phone Number:	07545823269

1. CALL-OFF CONTRACT TERM

1.1	**Commencement Date:**	**18/11/2015**
1.2	**Term of Call-Off Contract:**	Up to 2 years
1.3	**Date the Customer served an Order Form for Services on the Supplier:**	16/11/2015

2. CUSTOMER CONTRACTUAL REQUIREMENTS

2.1	**Digital Services required:**	For the provision of researchers to delivery beta-live phases for the Apprenticeship Project under the DS02-033 project
2.2	**Warranty Period:**	90 Days date of customer acceptance of release
2.3	**Location(s)/Premises:**	Skills Funding Agency Cheylsmore House Quinton Road Coventry **CV1 2WT**
2.4	**Relevant Convictions:**	Enter any relevant conviction
2.5	**Staff Vetting Procedures:**	Supplier is responsible for all standard security checks on resources supplied to SFA.
2.6	**Exit Planning:**	As per SFA Requirements document and supplier submission
2.7	**Security Requirements:** (including details of Security Policy and any additional Customer security requirements)	As per SFA departmental policy document as supplied during this ITT.
2.8	**Protection of Customer Data:**	
2.9	**Standards:**	Digital by Default Service Standard
2.10	**Business Continuity and Disaster Recovery:**	Annually reviewed policy to be in place to service fully this requirement with no down time..
2.11	**Liability:**	£1,000,000
2.12	**Insurance:**	As per Clause 16 of the framework Agreement RM1043ii: *"liability insurance, in respect to amounts that the Supplier would be legally liable to pay as damages, including claimant's costs and expenses, in respect of (i) accidental death or bodily injury and/or (ii) loss of or damage to property, with a minimum limit of five million pounds sterling (£5,000,000)" "Professional indemnity insurance with a minimum limit of indemnity of one million pounds sterling (£1,000,000) for each individual claim"*

3. SUPPLIER'S INFORMATION

3.1	**Supplier Software and Licences:**	Completed by the winning Supplier

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3.2 **Commercially Sensitive Information:**   Completed by the winning Supplier

3.3 **Key Sub-Contractors/Partners:**   Completed by the winning Supplier

4. CONTRACT CHARGES AND PAYMENT

4.1 **The method of payment for the Contract Charges (BACS)**   BACS

4.2 **Invoice details**

    4.2.1   Who and where to send invoices: ███████████████
                                               ███

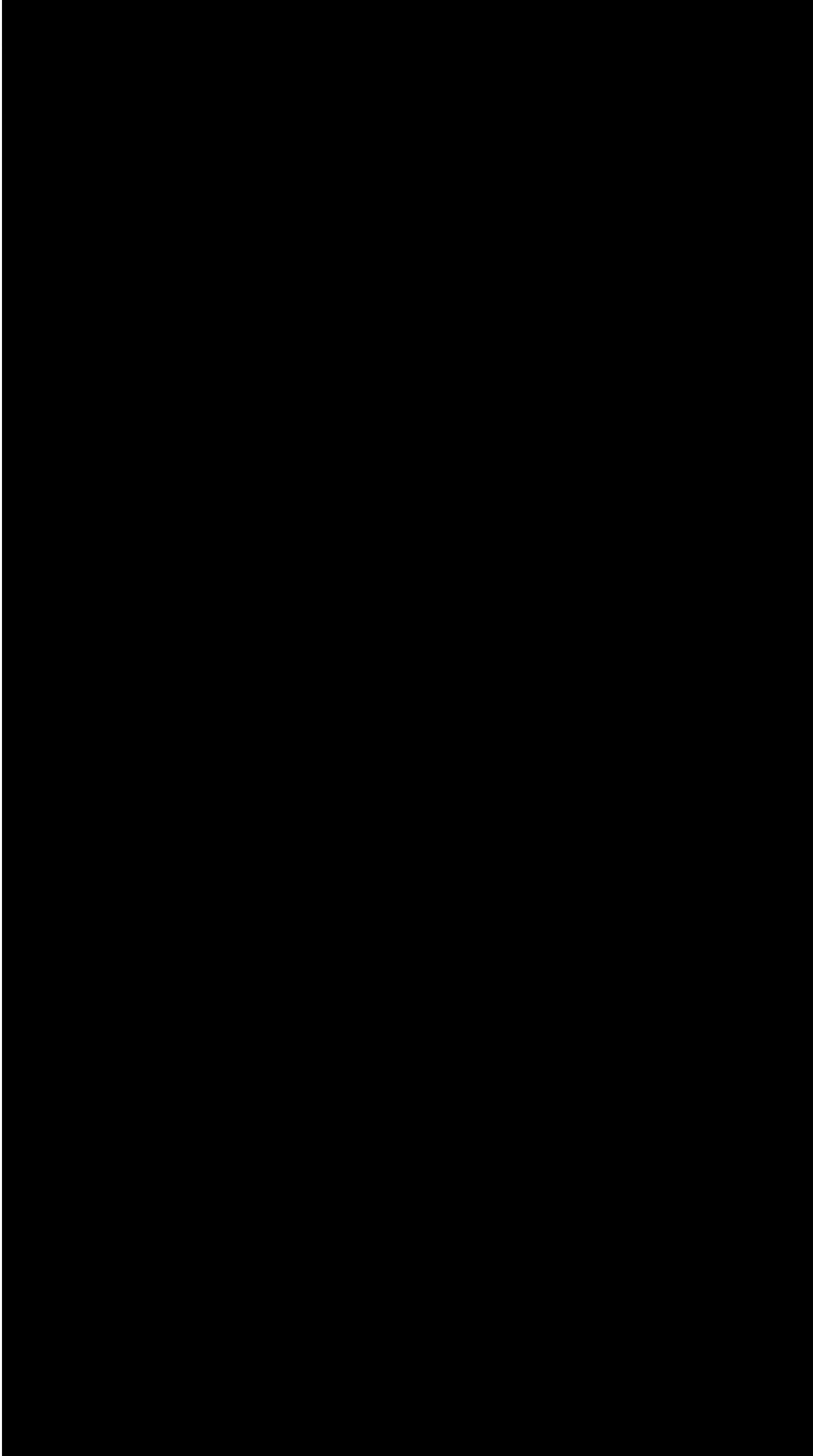   **4.2.2   Invoice information required – e.g. PO, Project ref, etc.**   Purchase Order Reference and Contract Number reference

4.3 **Invoice Frequency**   Monthly in arrears

4.4 **Contract Value:**   £225,400.00

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5. ADDITIONAL AND/OR ALTERNATIVE CLAUSES

5.1 **Supplemental requirements in addition to the Call-Off Terms** N/A

5.2 **Customer Specific Amendments to/refinements of the Call-Off Terms** Intellectual Property Rights as per declaration in Technical Questionairre..

5.3 SPECIFIC TERMS:

Clause	Heading	Minimum Number of days held within the Call-Off Agreement
4	WARRANTIES AND REPRESENTATIONS	Remains Ninety (90) Days date of customer acceptance of release
17	SUPPLIER ASSISTANCE AT RETENDERING	Remains Ten (10) Working days
23	FORCE MAJEURE	Remains Fifteen (15) consecutive Calendar Days
28	CHANGES TO CONTRACT	Remains Five (5) Working Days
36	DISPUTE RESOLUTION	Remains Various shown within the Call-Off Terms
37	LIABILITY	Remains Various shown within the Call-Off Terms
38	TERMINATION EVENTS	Remains Fifteen (15) consecutive Calendar Days

6. FORMATION OF CONTRACT

6.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter a Call-Off Contract under Digital Services – RM1043ii with the Customer to provide the Services.

6.2 The Parties hereby acknowledge and agree that they have read the Part A - Order Form and the Call-Off Terms and by signing below agree to be bound by this Contract.

6.3 In accordance with paragraph S-9 of framework Schedule 4 (Call-Off Procedure), the Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges the receipt of the signed copy of the Order Form from the Supplier within two (2) Working Days from receipt (the "Call-Off Effective Date").

6.4 The Call-Off Contract outlines the deliverables and expectations of the Agreement. Order Form outlines any Terms and Conditions amended within the Call-Off Contract. The terms and conditions of the Call-Off Order Form and will supersede those of the Call-Off Standard Terms and Conditions

7. RECITAL

(A) The Authority undertook a procurement as a central purchasing body on behalf of public sector bodies, to select suppliers, including the Supplier, to provide Digital Services ("the Services")

(B) The Supplier is a provider of Digital Services and undertook to provide such Services under the terms set out in framework agreement number RM1043ii ("framework Agreement").

(C) The Customer is entitled to enter into this Contract under the framework Agreement and has completed an Order Form ("Order Form") served by the Customer on the Supplier

(D) The Customer served an Order Form for Services on the Supplier on the Date Served as stated in the Call-Off Contract clause 1.3 Call-Off Contract Term

(E) The Supplier confirmed its agreement to the terms of the Order Form and its acceptance of the Order Form and the Parties hereby duly execute this Contract.

(F) The Parties wish to establish a flexible Call-Off Contract which reflects the Digital Service Design methodologies (https://www.gov.uk/service-manual), and close co-operation that will be adopted by the Parties in the delivery of the Services. The intention of the Parties is that the Contract can be terminated by the Customer at short notice without liability for costs of termination and similarly, the Contract will automatically expire if the Parties do not agree to execute a further Statement of Work (SoW).

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(G) The Parties intend that specific instructions and requirements in respect of each Release (or other adhoc Services under this Contract) shall be issued and shall have contractual effect on the execution of an SoW and as agreed by the Parties in the SoW and that payment for Services shall only become due as set out in an executed SoW.

SIGNED:

Name:	
Title:	
Signature:	
Date:	
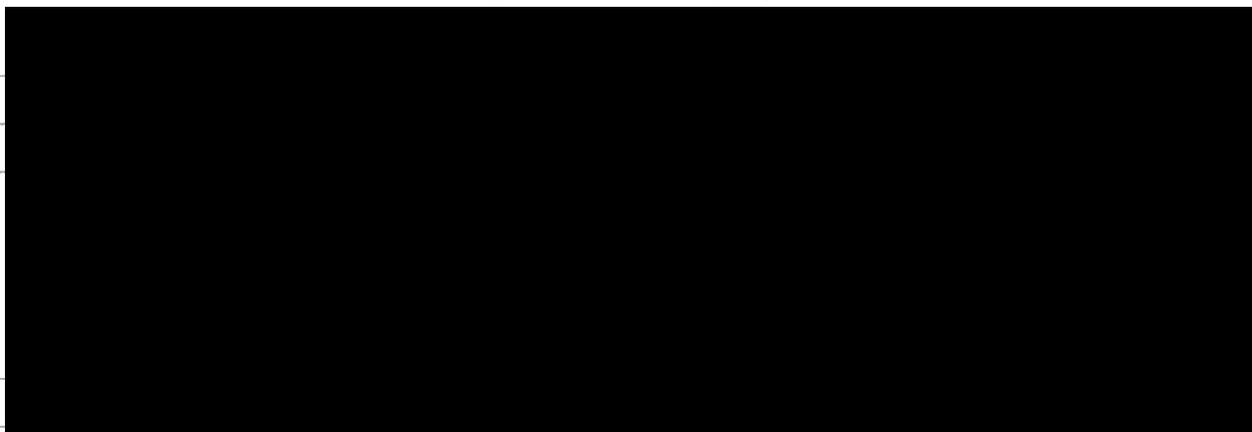
DIGITAL SERVICES RM1043ii
PART B – THE SCHEDULES

PART B – THE SCHEDULES

The following schedules are an amalgamation of the Customer's Requirements and the Supplier's submission.

Once agreed and signed by the Parties, CCS will redact any Commercially Sensitive information and publish the contract to Contracts Finder.

SCHEDULE 1 – REQUIREMENTS

CURRENT SITUATION/ BACKGROUND:

1. Introduction

The Secretary of State for Business Innovation and Skills, acting through the Skills Funding Agency (SFA) is looking to procure the services of a specialist cloud services technology partner to support the development of the Employer Routed Funding (ERF) service using an agile approach to software development. The SFA is looking to source the supplier through the CCS Digital Services RM1043ii commercial vehicle

2. Background

Organisation background

The Secretary of State for Business Innovation and Skills, acting through the Skills Funding Agency (SFA) is looking to procure the services of a specialist services technology partner to support the development of the Employer Routed Funding (ERF) service using an agile approach to software development. The SFA is looking to source the supplier through the CCS Digital Services RM1043ii commercial vehicle

The Skills Funding Agency supports, funds and co-ordinates the delivery of Apprenticeships throughout England and receives funding from the Department for Education (DfE) and the Department for Business Innovation and Skills (BIS). It also provides the audit and quality assessment functions as well as managing the relationships with training providers for the Apprenticeship programme. In addition to delivering direct services to customers, the Apprenticeships Division works in partnership with employers and other key stakeholders to drive the development and delivery of an expanded, high quality, Apprenticeship programme in England.

The Apprenticeships team of the Skills Funding Agency, using NAS as its external brand, directly delivers a range of services to employers. While the business delivery model has changed over the years, the team continues to provide direct support to employers of all sizes who want to start or grow their Apprenticeship programme as well as to individuals seeking an Apprenticeship.

The Apprenticeship programme today:
- An apprenticeship is a real (paid) job with training
- Funding for apprenticeship training is currently routed via colleges and private training providers
- Providers receive an indicative annual allocation of funding, which is then drawn down as training is delivered. Funding rates are set by Government
- A budget cap is de facto in place – we can control the volume and the budget through our grant arrangement with employers
- Employers are expected to contribute 50% of the framework rate of the costs of training for adult apprentices (aged 19+)
- Incentives in the current system for employers to demand high-quality, best-cost relevant training are therefore relatively weak.

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CALL-OFF ORDER FORM AND CONTRACT
PART B – THE SCHEDULES
OFFICIAL SENSITIVE

Background to ERF

In 2012, the Richard Review was tasked with advising Ministers on how apprenticeships in England could better meet the needs of the economy

In line with the review's recommendations, we are now reforming apprenticeships to make them more genuinely employer-led which includes:

- Enable employers to determine the 'standard' of competence in a given occupation and select the appropriate training for their apprentice.
- Encourage employers to become more demanding customers by requiring them to co-invest transparently in the cost of external training.
- Price of training to be set by the market rather than by Government.
- Incentivise providers to respond to business needs by making the employer the customer, with direct control over the government funding.

In March 2014 Ministers announced the digital apprenticeship voucher for employers. In effect, Government funding for apprenticeships will from Sept 2017 be routed through a digital apprenticeship voucher.

This system provides the Government contribution to the apprenticeship as a percentage discount on the provider charge. The employer will pay their contribution to the provider who in turn will claim back the value of the discount from Government.

This system delivers against the Richard principles, as it delivers:

- Employer 'control' of apprenticeship funding
- Employer cash co-investment
- Simplicity for the employer (a single system; a single contract)
- Employers are incentivised to negotiate on price
- Provider payment at the point at which employers have made their contribution (and training has been delivered)

In 2015, the Government announced its intention to grow apprentices to 3 million across this Parliament.

Employer Routed Funding will give employers control of Government funding for Apprenticeships. This purchasing power positions the employer as the customer, giving providers impetus to better respond to employer needs. The policy intent is to drive up the quality and, later, the quantity of Apprenticeships by increasing employer ownership.

The ERF programme will aim to deliver a solution where the digital channel is the primary channel, in order to comply with the Cabinet Office's vision for government services.

The overall scope of the ERF Service is to deliver a digital service that will:

> "Be state-of-the-art, agile and flexible. The transaction will be supported by clear information to inspire and advise users so that they can self-serve, leading to minimal additional support being required."

The ERF programme has completed the discovery stage and is expected to complete alpha on 15 September 2015. The services being procured under this document are expected to commence work on the beta for small and medium enterprise employers (SME Beta) on 01 October 2015. The services being procured are also expected to support further work on alphas and betas for the large employer segment of the ERF service, and to support ongoing development ▮▮▮ ▬▬▬▬▬▬▬▬▬▬▬▬▬▬▬▬▬▬▬▬▬ (current full service go-live date).

The beta will commence with an 'Inception' sprint, during which we will share all of the outputs of the discovery and alpha phases and agree the beta sprint plan. We expect this 'Inception' to be led by the successful supplier under Lot 1. The outputs from discovery and alpha that will be made available to the successful supplier on contract award and are expected to include:

- Insight outputs e.g. Outline personas, Usage data from current services website, user satisfaction surveys
- Service design outputs e.g. initial end-to-end journey maps for the user groups the beta will address, a prioritised list of user needs in the form of an initial product backlog (in user story form), an initial set of

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CALL-OFF ORDER FORM AND CONTRACT
PART B – THE SCHEDULES
OFFICIAL SENSITIVE

> hypotheses to test or areas for exploration in beta
- A high-level Target Operating Model for the service

We expect to work with the supplier to interrogate and challenge those outputs in 'Inception'

Scope of the SME beta stage of ERF

The Employer Routed Funding programme will deliver a key part of the end-to-end employer digital service. The Government announced in July 2015 its intention to impose a levy to large employers to fund the cost of apprenticeship training in England. A levy discovery will be undertaken to define the requirements to accommodate the levy and its impact on large employers. In the meantime, the ERF programme will commence beta work on the service for the small to medium enterprise (SME) segment. It is expected that the ERF programme will launch a further alpha and beta development stage for the large employer segment of the service after the levy discovery phase is completed.

The scope of the SME Beta will include the building of the employer facing systems to underpin the service. We require a team who will be capable of rapidly iterating solutions. The system will be designed to meet users' needs. The system will also require integration with other existing Agency services, primarily funding and contracting systems in order to make payments. The scope includes:
- gain greater understanding of the service
- build and test the efficacy of different design approaches
- test technologies
- form the organisation's digital delivery team and capability
- develop the service at a coding and integrations level
- understand what or who we will need to deliver a service
- develop the service's assisted digital support
- integration with existing Agency services

The roles are required to be based at Customer site (Coventry)

CURRENT ROLES AND RESPONSIBILITIES:

Role	Responsibilities
SRO	Overall responsibility for the outcomes of the programme against the business case. Owns the business case.
Programme Manager	Overall responsibility for management and coordination of the delivery of the programme and its portfolio of projects
Product Owner	Owns and maintains the Product Vision, and manages and prioritises the Product Backlog
Lead Architect	Responsible for the overall design, integrity and robustness of the ERF IT solution
Employer Digital Services – Service Manager	Owns and manages the end-to-end employer facing digital services, including ERF
User Experience	Responsible for delivering an engaging customer experience/journey

REQUIRED OUTCOMES:

Overview of requirement

The objective of the procurement is to engage a partner that can help build digital capability within the SFA at the same time working with the SFA to deliver working digital services. It is expected that the SFA will commission a number of Work Packages from the successful supplier in order to support delivery of the full service in 2017.

The scope of the first work package, the ERF SME Beta phase, is to build a sustainable and supportable digital service focused on the SME segment of employers as defined during the alpha:

- Employer facing portal
- Integration with existing Agency services and systems
- Build the assisted digital capability
- Deliver a Minimum Viable Service (MVS) for the start of the pilot in April 2016

The SME beta should research, test and build service solutions that:

- increase user satisfaction
- maximise successful completion of transactions
- create simpler systems and processes
- minimise the risk of fraud
- ensure low transaction costs for the service
- develop in-house digital capability

The ERF Service will be designed and built to meet the UK Government 'Digital by Default' Service Standards. It will employ technology and methods that are compatible with the Service Standards. We are seeking a partner that has the experience and capability to support the SFA in developing the Digital Service approach and encourage adherence and practicing of Agile principles and ways of working throughout the delivery of the project(s).

We are looking for a delivery partner who can demonstrate the following:

- Availability to deliver services at SFA location and timescales
- An excellent understanding of user centered design and integrating user research and user testing continuously throughout the development of a digital service;
- Expertise in using agile delivery methodologies to deliver digital services and back-office integration;
- An excellent understanding of service design best practice as described in the Government Service Design Manual and practical experience in applying it;
- Ability and commitment to support mixed supplier / client teams, including changes in the mix and rapid induction / handover where a client member replaces a supplier team member;
- Develop supportable services and achieve effective knowledge transfer.

Ideally the partner will also demonstrate experience of working with large organisations.

This service will be delivered in an iterative way, building early prototypes which we can test and improve with users and using engaging and intuitive design. Additionally, we need to deliver back-end integration, as our services will need to interact with our key parts of our existing technology estate.

Likely team skills required over the period of the engagement will include:

- Delivery management
- User research & testing
- Business analysis
- Development and testing
- Visual design
- Content design and development

The Agency expect to need to commission additional work packages in future under this contract. We are currently delivering a Discovery phase focusing on understanding the requirements of large employers as they arise from the apprenticeship levy that was announced in July 2015. In order to deliver those requirements, the programme may need to initiate additional Alpha and Beta projects to support ▇▇▇▇▇ ▇ ▇▇▇▇▇▇▇. Additionally, the service will need to consume an employer identity assurance (IDA) solution for which support may be required from the successful supplier. Additional work packages will be defined and agreed with the supplier to commission the work.

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Please note that the bidder must be able to demonstrate that all proposed team members have been subject to Baseline Personnel Security Standards checks as set out in the SFA Baseline Security Policy 2014.

REQUIRED CAPABILITIES AND OUTCOMES OF THE SUPPLIER:

CUSTOMER'S REQUIRED CAPABILITIES AND OUTCOMES:

Required Capabilities and Outcomes of the Supplier	
Capabilities	**Outcomes**
Software Engineering and Ongoing Support **Developers (4 developers including 1 lead developer)**	Skills: Front End Development skills: must be capable of transforming agile driven UX prototypes and turn into code based prototypes driven from Mocked Back End Services. Key Skills: • HTML5 • CSS / LASS • RAZOR • JavaScript framework : ○ AngularJS/jQuery General .Net Development skills needs to include full-stack development skills, and a strong awareness of Agile, TDD and Continuous delivery. The lifecycle is centered on User Needs and will involve an iterative approach involving rapid interactive prototyping utilising IOC and Mocking techniques. A good understanding of SOLID principles is required to provide a clean interface driven design decoupling the integration layers, which may be developed at a different rate. Key Skills: • MVC 5 • C# • IOC and Dependency Injection (Using Castle Windsor) • Mocking using nSubstitute (Moq or other experience would be acceptable) • SQL Server Preferably with ORM experience such as Entity Framework / nHibernate • TDD – Unit Tests, Cucumber, Selenium (UI Testing) Integration Testing – Linked to Acceptance Criteria. • Azure for development (Virtualisation of Development machines) and deployment to Azure WebSites / Services **Nice To Have experience in:** • Platform as a Service (PaaS) • Software as a service (SaaS) • SharePoint (Possibility) • Office365 (High Possibility) • Integration techniques The integration development expert must be capable of integrating the front end with existing Agency services with experience in the following: • Soap • Web services integration • ATOM • Service bus development • Integration rig development

	Testing capability must include: • Working with the Configuration and Build Manager to develop automated build and integration scripts • Test UI using UI test tools • Run MI reports from test tools such as TFS • Understanding architectures and ability to work with a lead architect Deployment configuration and build expertise capable of scripting software and infrastructure (environments) deployments and must also be able to work with standard tools such as Octopus and TFS.
Agile Product Design & Delivery **(1 Delivery Manager and 2 Business Analyst)**	Skills The business analysts will work with the Product Owner to realise the product vision and apply business analysis techniques to write user stories based on user need and the operating model that deliver the digital service. They will be expected to support the Product Owner with prioritisation and backlog grooming based on user and business requirements. The required capabilities include; • Significant experience in requirements engineering in an Agile/Scrum environment. • Experience of process modelling, including process model standards such as BPMN, IDEF0 or the IBM Notation • Experience in developing product visions and roadmaps • Experience in developing and working with Target Operating Models • Experience in designing services as part of an overall end-to-end service
Front-end Design and Interaction Design **1 Visual Designer**	The Visual Designer will work closely with the User Researcher to design, based on personas, user journeys and high-level screen designs (sketches/wireframes) ready for development. The ability to understand client needs and rapidly develop and propose practical yet innovative solutions governed by GDS standards. Key Skills: Be led by Users' needs. Have experience of Responsive design. Have experience of GDS Standards and able to challenge if Users need requires Needs to implement design style patterns as per the GDS Digital by Default service standards Produce Wireframe designs or interactive rapid prototypes Hand-coded HTML and CSS
Content Design, Editorial and Strategy **(1 Content Designer)**	The Content Designer will work closely with the Visual Designer and the User Researcher to source, write and edit content based on user needs, personas, user journeys and high-level screen designs (sketches/wireframes). Key Skills: • Be led by Users' needs • Extensive experience of writing for the web • Experience of using metrics and feedback to refine content • Have experience of GDS Standards and able to challenge if Users need requires.
System Administration and Web Operations	N/A
User Research (UX Design) **(1 User Research)**	The User Researcher will be responsible for developing products that adhere to user needs driven out by personas from relevant target audiences. Responsible for user testing, conducting interviews, interpreting user feedback, designing and conducting surveys, and working closely with the Product Owner to prioritise the Product Backlog based on user research.
Embedding Agile	N/A

THE METHODOLOGY:

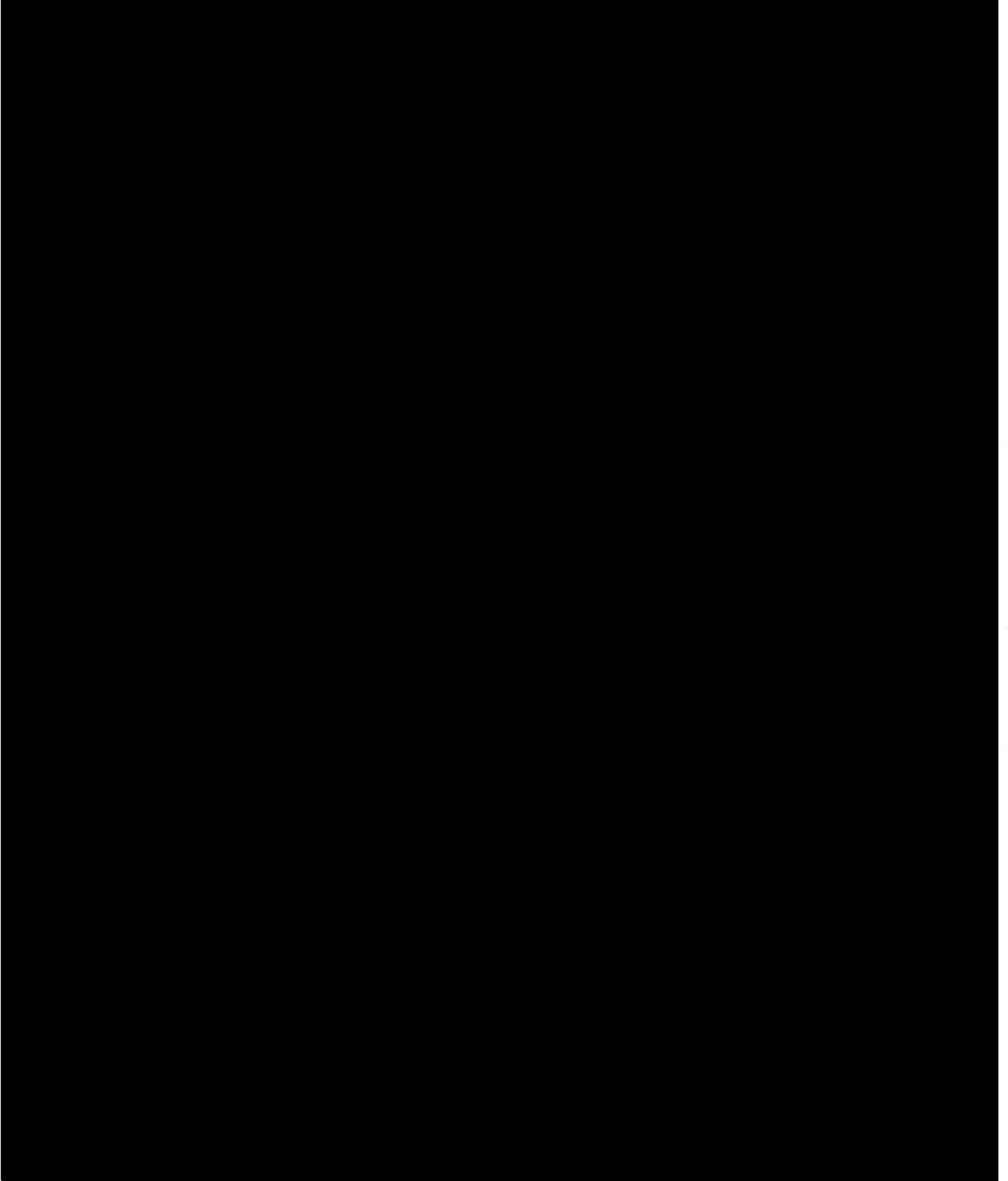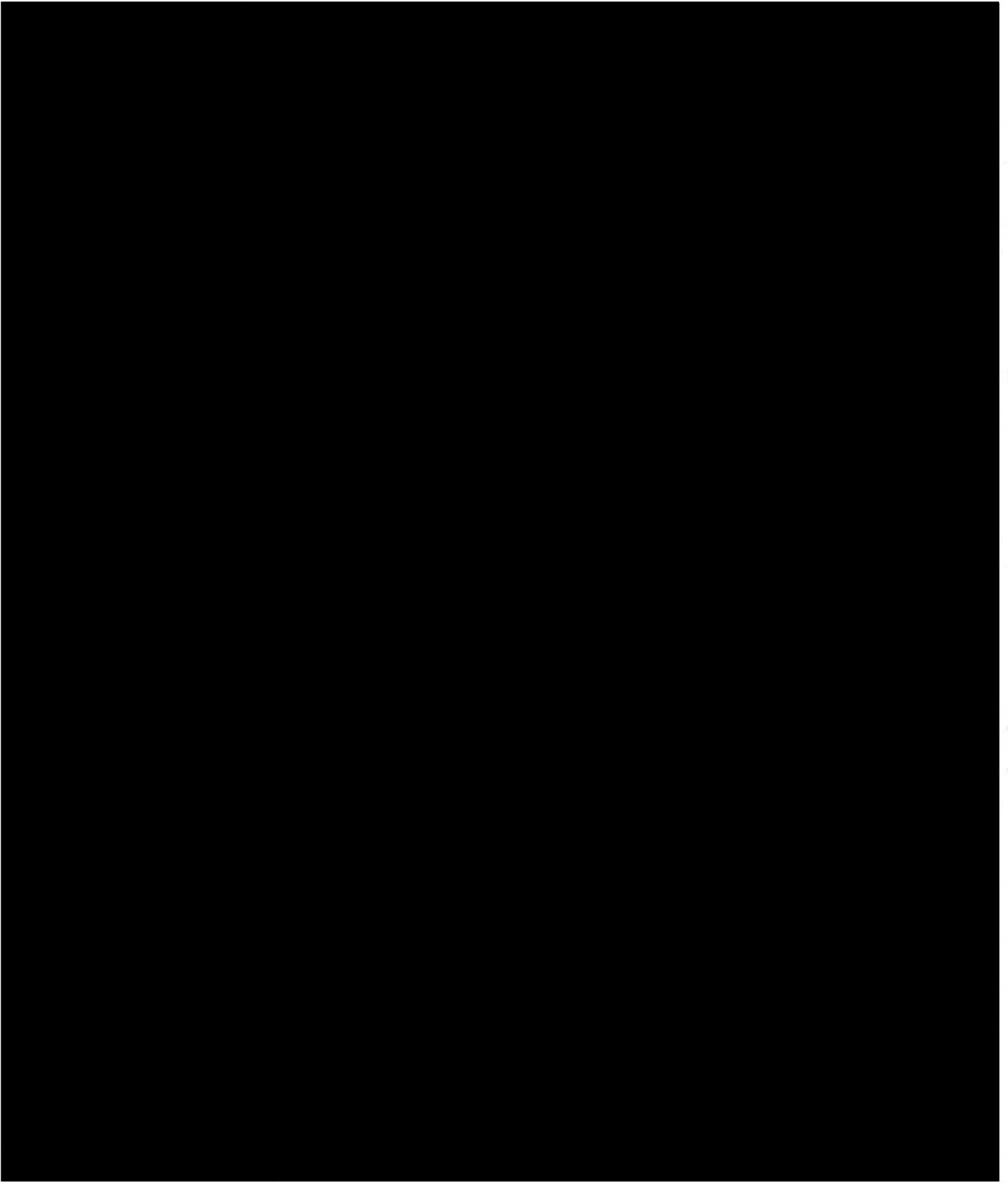This project is expect to be delivered under an agile methodology

GOVERNANCE:

The successful supplier would be expected to arrange and conduct typical Agile ceremonies, such as daily stand-ups, sprint planning and end-of-sprint reviews and retrospectives. These are required to manage the delivery of the project(s).

In terms of governing the relationship with the Agency, the following governance meetings are expected:
- Weekly Progress Check-point Meetings between the Agency Project/Programme Manager and the supplier Project Lead to discuss and manage progress and risks on the project, to escalate and resolve delivery issues, and to manage the ongoing resourcing of the supplier team
- Monthly Account Management meetings between the Agency Programme Manager and the Account Lead from the supplier to discuss and manage supplier team performance, review forecast costs to complete, and to address any contractual issues, questions or risks.
- If any role is needed to travel to different customer locations, expenses must be approved by Programme Manager and they must be compliant under SFA T&S

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CALL-OFF ORDER FORM AND CONTRACT
PART B – THE SCHEDULES
OFFICIAL SENSITIVE

SCHEDULE 2 – SUPPLIER'S RESPONSE

TEAM STRUCTURE:

N/A

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HIGH LEVEL DELIVERY PLAN:

N/A

CUSTOMER RESPONSIBILITIES:

N/A

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CALL-OFF ORDER FORM AND CONTRACT
PART B – THE SCHEDULES
OFFICIAL SENSITIVE

SCHEDULE 3 – ADDITIONAL CUSTOMER TERMS

1. RELEVANT CONVICTIONS

1.1 This Clause shall apply if the Customer has so specified in the Order Form.

1.2 The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the Criminal Records Bureau procedures or otherwise), is employed or engaged in any part of the provision of the Services without Approval.

1.3 For each member of Supplier Staff who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):

1.3.1 carry out a check with the records held by the Department for Education (DfE);

1.3.2 conduct thorough questioning regarding any Relevant Convictions; and

1.3.3 ensure a police check is completed and such other checks as may be carried out through the Criminal Records Bureau,

1.3.4 and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or an inappropriate record.

2. ADDITIONAL STAFFING SECURITY

2.1 This Clause 2 shall apply if the Customer has so stipulated in the Order Form.

2.2 The Supplier shall comply with the Staff Vetting Procedures in respect of all or part of the Supplier Staff (as specified by the Customer) and/or any other relevant instruction, guidance or procedure issued by the Customer that will be used to specify the level of staffing security required and to vet the Supplier Staff (or part of the Supplier Staff).

2.3 The Supplier confirms that, at the Commencement Date, the Supplier Staff were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures and/or any other relevant instruction, guidance or procedure as specified by the Customer.

SCHEDULE 4 – STATEMENT OF WORK (SoW)

1.   SOW DETAILS

Date of SoW:	18/11/2015
SoW Reference:	DS02-033.1
Departmental customer:	Skill Funding Agency
Supplier:	Analyse Concept
Release Type(s):	Delivery
Phase(s) of Development:	Beta
Release Completion Date:	31/03/2016
Duration of SoW:	91 days
Charging Mechanism(s) for this Release:	Time and Materials

1.1   The Parties shall execute a SoW for each Release. Note that Inception Stage, Calibration Stage and any ad-hoc Service requirements are to be treated as individual Releases in their own right (in addition to the Releases at the Delivery Stage); and the Parties should execute a separate SoW in respect of each.

1.2   The rights, obligations and details agreed by the Parties and set out in this SoW apply only in relation to the Services that are to be delivered under this SoW and shall not apply to any other SoW's executed or to be executed under this Contract unless otherwise agreed by the Parties.

1.3   The following documents shall be inserted as Annexes to this Schedule as soon as they have been developed and agreed by the Parties:

1.3.1   Annex 1: the initial Release Plan developed for this Release;

1.3.2   Annex 2: the Stories which are to form the subject of this Release;

1.3.3   Annex 3: the current Product Backlog; and

1.3.4   Annex 4: High Level Objectives for the Release

2.   KEY PERSONNEL

2.1   The Parties agree that the Key Personnel in respect of this Project are detailed in the table at paragraph 2.2 below.

2.2   Table of Key Personnel:

Name	Role	Details

3. DELIVERABLES

Supplier will be responsible for the following

3.1 (Release 1 – Search)

3.1.1 Identify Users Needs of distinct user groups clearly defined and prioritised

3.1.2 Identify the list of stakeholders and input from them about existing services

3.1.3 Analysis of any policies or laws that would need to be considered during development of the proposed service

3.1.4 Analysis of any technology constraints

3.1.5 Understanding of existing services, including those run by external parties

3.1.6 User Segmentation & Personas - Identify target audience and differentiation between their needs. Update Develop personas to illustrate how they will interface with the common platform functionality. Personas should be in line with the Programme-level user segmentation and be useable by the programme.

3.1.7 User Journeys - Generate and document user journeys that describe the product and the user interactions with it. Clearly identify the link between user research, user needs and the business decisions points throughout the user journey.

3.1.8 Assisted Digital - Identify any assisted digital requirements that may be required to be developed within the product. This should be articulated as a specific set of user stories and associated acceptance criteria that are then lodged onto the product backlog

3.1.9 Usability/user Testing – plan and undertake user testing with end users on multiple platform (lab and guerrilla)

3.1.10 Backlog - Support the Business Analyst's definition and iteration of user stories through the use of user research (personas, user journeys etc) and wire framing.

3.1.11 Wireframes – Support the Designer (User Interaction) to inform the production of wireframes which illustrate key user journeys through the product for target users.

3.1.12 Content - Support content designers

3.1.13 Provide the research plan

4. BALANCED SCORECARD & KPI'S

4.1 In addition to the Supplier's performance management obligations set out in the framework Agreement, the Parties have agreed the following Balanced Scorecard & KPIs for this Release. Balanced Scorecard Model:

Crown Commercial Service

Balanced Scorecard

ACME Computing

Scorecard RAG Status

Financial Planning	People
Partnering	Delivery

KPI – FINANCIAL AND RESOURCE PLANNING

Suppliers work with the Authority through planned monthly resourcing meetings and produce a costed resource profile on the standard template provided by the Authority. The forecast resource plans must be credible and capable of maintaining future delivery momentum.

Measurement

Costs are accurate and resource plans are credible.	Costs and/or resource levels are incorrect but the plan is broadly credible with some minor adjustments.	Costs and/or profiling do not align with the programme delivery plan and will require substantial reworking to make credible

Source

Project Manager verification of supplier resource profile and plans feedback

Owner

Commercial with Delivery and Finance support.

KPI - PARTNERING BEHAVIOURS AND ADDED VALUE

Supplier promotes positive collaborative working relationships within and across team by acting in a transparent manner in line with partnering behaviours.

Supplier shows commitment to IPT programme goals through adding value over and above the provision of compensated skilled personnel.

Measurement

- No behavioural problems identified. - IPT workshops (such as pulse, think tank, lessons learned) attended and positive contributions made. - Added Value recognised by the programme above provision of compensated skilled resource	- Some minor behavioural problems. - Supplier only attends Some workshops or provides minor contributions. - Supplier adds some value above provision of compensated resource but programme do not regard as significant.	- Significant behavioural problems - Supplier contributions are rare or insignificant and shows little interest in working with other suppliers - no added value contributions recognised by Programme.

Source

Collective feedback on suppliers from both client and other supplier staff.

Owner

Commercial with Delivery verification.

KPI - PEOPLE

Successful recruitment and placement of key resources meets the planned deliverables and contractual obligations; the supplier pro-actively manages their resource skills by identifying skills issues early and in a timely fashion addressing any deficits.

Measurement

Supplier conversion of candidate to placement is not lower than 1:3 and/or placed resources are not substituted at the Authority's request in the least one resource in the month.	Supplier conversion of candidate to placement is less than 1:3 but no less than 1:6 and/or supplier is asked to swap out at least one resource in the month.	Supplier conversion of candidate to placement is less than 1:6 and/or is asked to substitute more than one resource in the month.

Source

Project Managers verification of recruitment and retention.

Owner

Commercial with Delivery support.

KPI - DELIVERY

The team in which a supplier is a member has delivered all of the agreed stories in a month (or supplier specific agreed deliverables where the role may not be delivery focused. A supplier will achieve the RAG status of the team.

Measurement

All teams in which a supplier is a member of have delivered 100% of the planned stories for the month.	Less than 100% of the stories have been achieved by a team.	Less than 95% of the stories have been achieved by a team

Source

Project Manager verification from retro's.

Owner

Commercial with Delivery verification.

1

5. CONTRACT CHARGES

The following charging mechanism, for this SoW is outline below:

- ☐ CAPPED TIME AND MATERIAL CHARGES
- ☐ PRICE PER STORY POINT CHARGES
- ☒ TIME AND MATERIALS CHARGES
- ☐ FIXED PRICE

5.1 CAPPED TIME AND MATERIAL CHARGES

5.1.1 Unused

5.2 PRICE PER STORY POINT CHARGES

5.2.1 Unused

5.3 TIME AND MATERIALS CHARGES

5.3.1 The Time and Materials pricing structure shall apply:

(a) for Services delivered during the Inception and Calibration Stage(s) (or as agreed otherwise by the Parties); and,

(b) for other aspects of the Services as agreed by the Parties.

5.3.2 Time and Materials Contract Charges shall be calculated on a daily basis at the respective time and material rates for each Supplier Staff for every day, or pro rata for every part of a day, that the Supplier Staff are actively performing the Services and in accordance with the relevant rates for such Supplier Staff as required to perform such Services as set out at paragraph 5.3.5.

5.3.3 The Supplier shall provide a detailed breakdown of any time and materials Contract Charges with sufficient detail to enable the departmental customer to verify the accuracy of the time and material Contract Charges incurred.

5.3.4 For the avoidance of doubt, no risks or contingencies shall be included in the Contract Charges in relation to the provision of Services for which time and materials Contract Charges apply. The Supplier shall maintain full and accurate records of the time spent by the Supplier Staff in providing the Services and shall produce such records to the departmental customer for inspection at all reasonable times on request.

5.3.5 Time and Material Rates (excluding VAT)

5.4 FIXED PRICE

Unused

Crown Commercial Service
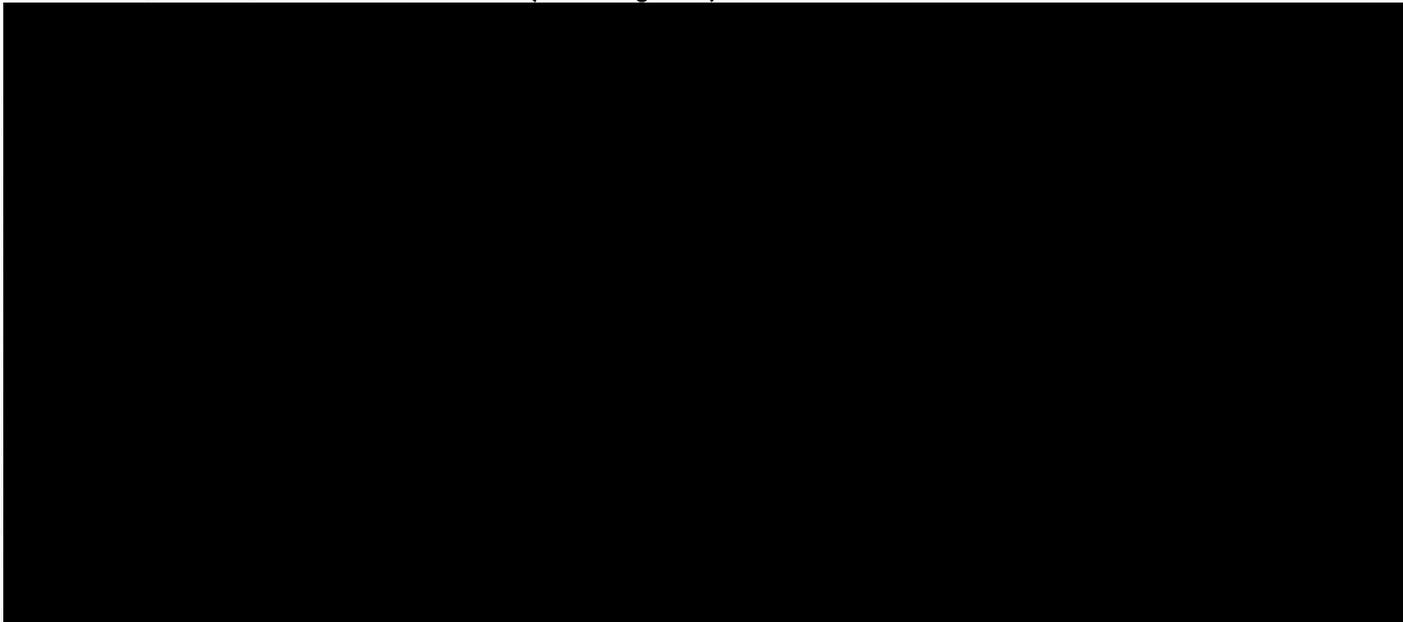
6. SERVICE CREDITS

6.1 Unused

7. ADDITIONAL REQUIREMENTS

[REDACTED]

8. AGREEMENT OF SOW

8.1 BY SIGNING this SoW, the Parties agree to be bound by the Terms and Conditions set out herein:

[REDACTED]

Please note that the first SoW is signed by CCS. Any subsequent SoW(s) would require the departmental customer's signature. With a copy sent to CCS for its records.

Crown
Commercial
Service

CALL-OFF ORDER FORM AND CONTRACT
PART B – THE SCHEDULES
OFFICIAL SENSITIVE

SCHEDULE 5 - CONTRACT CHANGE NOTE

Order Form reference for the Contract being varied:

PROJECT:	DS02-033
CCN NUMBER:	01
2015 IPR TERMS USED?	YES/

BETWEEN:

the "Customer"

Crown Commercial Service (CCS)

Acting as an agent on behalf of the departmental customer:

Skills Funding Agency

Cheylsmore House

Quinton Road

Coventry

CV1 2WT

the "Supplier"

Analyse Concept Ltd

218650347.

2rd Floor

1 Devonshire Street

London

W1W 5DS

Crown
Commercial
Service

CALL-OFF ORDER FORM AND CONTRACT
PART B – THE SCHEDULES
OFFICIAL SENSITIVE

1. The Contract is varied as follows and shall take effect on the date signed by both Parties:

   Reason for the change:

   Please enter here

   Full Details of the proposed change:

   Please enter here

   Likely impact of the change on other aspects of the Contract:

   Please enter here

Original Contract Value:	£ Please enter here
Additional Cost due to change:	£ Please enter here
New Contract Value to be:	£ Please enter here

2. Words and expressions in this change Contract Note shall have the meanings given to them in the Contract.

3. The Contract, including any previous changes shall remain effective and unaltered except as amended by this change.

For and on behalf of the Supplier:

Name and Title   ---

Signature and Date

     X _____

                   Click here to enter a date.

For and on behalf of the departmental customer:

Name and Title   ---

Signature and Date

     X _____

                   Click here to enter a date.