



Crown
Commercial
Service

DIGITAL SERVICES RM1043ii CALL-OFF CONTRACT

Part A - Order Form, Specific Terms

Part B - Schedules

PART A – ORDER FORM

PROJECT REFERENCE: DS02-068

CUSTOMER REFERENCE:

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: 22/02/2016

PURCHASE ORDER NUMBER: 415000012627

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:
Department for Business, Innovation & Skills
1 Victoria Street
London
SW1H 0ET

TO: the “Supplier”

Engine Partners UK LLP
Supplier No. 5282756
60 Great Portland Street, Fitzrovia, London, W1W 7RT

TOGETHER: the “Parties”

PRINCIPAL CONTACT DETAILS:

For the Customer:	Name:	██████████
	Title:	██████████████
	Email:	██████████████████████████████
	Phone Number:	██████████
For the Supplier:	Name:	██████████
	Title:	██████
	Email:	██████████████████████████████
	Phone Number:	██████████

1. CALL-OFF CONTRACT TERM

- | | | |
|-----|---|---------------|
| 1.1 | Commencement Date: | 22/02/2016 |
| 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: | 22/02/2016 |

2. CUSTOMER CONTRACTUAL REQUIREMENTS

- | | | |
|------|---|---|
| 2.1 | Digital Services required: | For the provision of the development of a new import/export licensing service to replace and redesign the current business process for Import & Export control currently within the Department for Business, Innovation & Skills. This development will create a cost effective and efficient business process for both government and industry for the import and export licensing of controlled goods, enhancing UK trade, digitally transforming the current service and providing a common cross-government platform for import/export licensing under the One Government @ The Border Programme.under the DS02-068 project |
| 2.2 | Warranty Period: | 90 Days date of customer acceptance of release |
| 2.3 | Location(s)/Premises: | 1 Victoria Street, London, SW1H 0ET |
| 2.4 | Relevant Convictions: | Not Used |
| 2.5 | Staff Vetting Procedures: | Lot 1: SC Clearance
Lot 2: BPSS: Baseline Personnel Security Standard
Lot 3: BPSS: Baseline Personnel Security Standard
Lot 4: BPSS: Baseline Personnel Security Standard |
| 2.6 | Exit Planning: | All deliverables are to be handed over to the Department for Business, Innovation & Skills at the end of the contract. |
| 2.7 | Security Requirements:
(including details of Security Policy and any additional Customer security requirements) | Not Used. |
| 2.8 | Protection of Customer Data: | N/A – Service will be categorised as OFFICIAL |
| 2.9 | Standards: | Digital by Default Service Standard |
| 2.10 | Business Continuity and Disaster Recovery: | N/A |
| 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" |

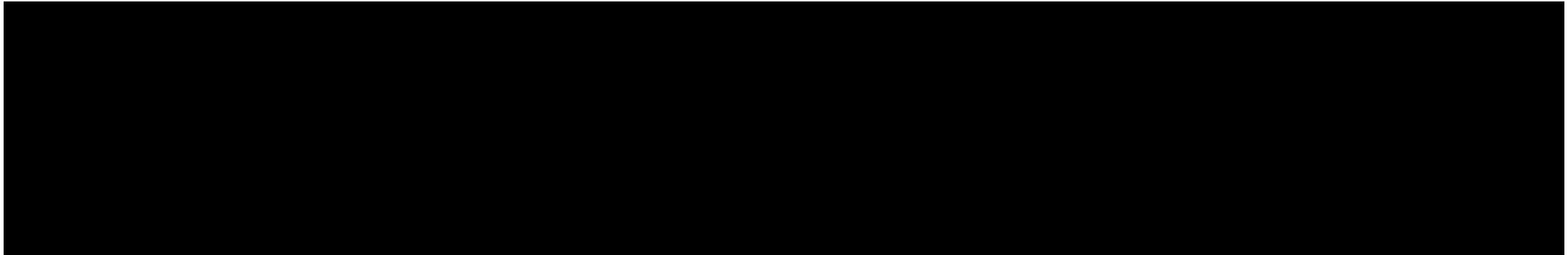
3. SUPPLIER'S INFORMATION

- | | | |
|-----|--|------------|
| 3.1 | Supplier Software and Licences: | Not Used |
| 3.2 | Commercially Sensitive Information: | [REDACTED] |
| 3.3 | Key Sub-Contractors/Partners: | [REDACTED] |

4. CONTRACT CHARGES AND PAYMENT

4.1 The method of payment for the Contract Charges (GPC or BACS)	BACS
4.1 Invoice details	
4.1.1 Who and where to send invoices:	<div>████████████████████</div> <div>████████████████████</div> <div>████████████████</div> <div>██████████</div> <div>██████████████████</div> <div>██████████</div>
4.1.2 Invoice information required – e.g. PO, Project ref, etc.	Purchase Order
4.2 Invoice Frequency	Monthly
4.3 Contract Value:	£635,250

4.4 Contract Charges:



5. ADDITIONAL AND/OR ALTERNATIVE CLAUSES

5.1 **Supplemental requirements in addition to the Call-Off Terms** Not Used

5.2 **Customer Specific Amendments to/refinements of the Call-Off Terms** Not Used

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).

- (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.

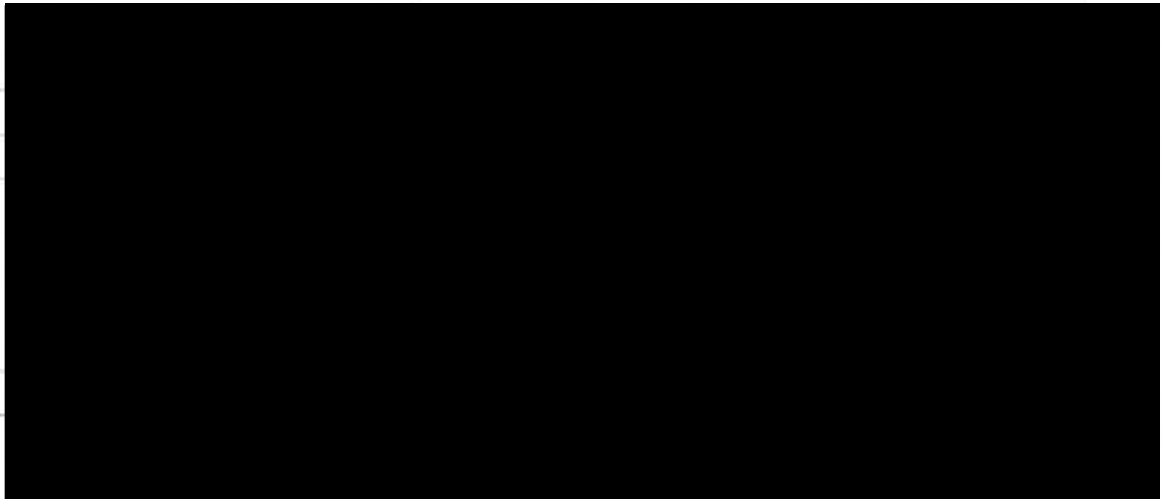
SIGNED:

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:

[REDACTED]

[REDACTED]

[REDACTED]

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

[REDACTED]

At present, we have undertaken pre-discovery work to establish the current business process and mapping of the current modules within the system.

PROPOSAL/SERVICE VISION

BIS proposes a transformation project over the course of 2 years, starting in FY 2015/16 with a series of prototypes / Alphas to prove out the benefits. It is intended that findings and solutions identified in BIS can be extended to other government departments as part of the 1 Government @ the border programme, in particular the Department for Environment, Food & Rural Affairs and the Arts Council.

Vision

To create a secure Government platform for import & export controls, that is customer-focused and intuitive

- A 'one stop shop' for licensing & permissions for import & export
- A single experience for moving permissible goods across the UK border
- Enable Imports & exports in a secure & effective manner
- Digitally transforming current Government services
- Enhancing UK trade

This project would consist of:

The Creation of service patterns and standards to meet import and exporting needs for all central government. The service will be aligned with the Government Digital Service programme of a One Government @ the Border and the new BIS export control licensing system (the focus of Alpha & Beta) will be developed so that it can be expanded to cover other government permissions as it will be based on consistent design patterns, reusing information and data where possible

The upskilling and skills transfer from Digital specialist to BIS core staff

CURRENT ROLES AND RESPONSIBILITIES:

Role	Responsibilities
BIS Lead	Overall responsibility for the service from a BIS perspective
Delivery Manager	Overall responsibility for delivery of the service
Product Owners	Subject matter experts on licensing
Stakeholder & Comms	Engaging wider stakeholder and ensuring all are communicated with

REQUIRED OUTCOMES:

Alpha will result in building on the outcomes of Discovery. The focus will be to create an alpha application focused on an intelligent front end to determine license applications (license decision tree) and then to build the functionality to enable exporters to register for an Open General Export License (OGEL).

The Alpha phase will consist of:

- Consolidation of Gov.uk guidance
- Creation of the intelligent front end (License Decision Tree)
- Creation of an OGEL license application module
- Creation of an authentication module
- Creation of the foundation of an CRM system module
- Creation of the foundation of an Assessment system module
- Integration with EORI, Companies House, Verify, postcode lookup & SPIRE

The Beta Phase will consist of:

- Further development of Alpha to scale the service – Enhancement of CRM and authentication
- Creation of an Assessment module to enable the governmental back end service to process applications quicker. Further integration with Assessment APIs (Sanctions, EU, Regimes etc)
- This will focus on one license type and enable the service to be built out further. This will be focused on Standard Individual Export Licenses (SIELs) which cover a high percentage of commonality across BIS, MOD & Government

- Implementation of business process re-design
- The Live Phase will cover:
- Implementation of all BIS & MOD licenses types onto the new licensing platform. This is the transition from SPIRE to the new import/export licensing service.

REQUIRED CAPABILITIES AND OUTCOMES OF THE SUPPLIER:

Required Capabilities and Outcomes of the Supplier	
Capabilities	Outcomes
Front-end Design and Interaction Design	<p>Role : Designer (Service Designer) Required for LOT : 2 No. of Roles required : 1</p> <p><i>(We reserve the right to withdraw this role if GDS can supply someone internally)</i></p> <p>This role will cover service design and elements of interaction design. The main tasks for a service designer are to design for user needs by:</p> <ul style="list-style-type: none"> Analysing failure within existing services and identifying root causes for that failure Identifying opportunities for cost reduction and improvement within an existing service Arranging separate interactions into rational user journeys within that service Looking for commonalities in activities across services where products / prototypes / proof of concepts could be made Recognise problems within a service and where complexity can be removed Contribute to cross government service patterns and standards To work between User Research, Service Design & Technical to be able to create user focused front end, both on paper and as working code.
	<p>Role : Designer (Interaction Designer) Required for LOT : 2 No. of Roles required : 1</p> <p><i>(We reserve the right to withdraw this role if GDS can supply someone internally)</i></p> <p>This role will:</p> <ul style="list-style-type: none"> Rapid prototyping and iterations of the alpha. Work as part of a multi-disciplined team to design user focused and successful services Deliver designs that meet web standards, ensuring that key elements are built in from the outset Contributing to the development and continual enhancement of products Partnering with colleagues to facilitate a consistent user experience. Building relationships and work effectively with external providers, for example user testing and user experience professionals. Disseminating expertise of how design decisions impact accessibility both internally and externally. Communicating credibly with a wide range of digital delivery disciplines and talent both internally and externally.

THE METHODOLOGY:

The programme is large scale, and will therefore be run using elements of Managing Successful Programmes and Agile. The methodology will be a hybrid of the two, using Agile techniques for the technical development and day to day running of the team.

GOVERNANCE:

The governance will be a mix of Agile best practice with some elements of MSP.

Internal / Team Governance

- Stand ups will be daily and those who cannot attend in person will either dial in or send an update.
- Retrospectives will be fortnightly and will help the team going forward.
- Show and tell will be fortnightly, taking place in London
- Sprints will be 1 week long, provisionally Tuesday to Monday, however that is flexible depending on the needs of the team.
- Risk, Issues, Assumptions & Dependencies logs to be actively managed by the Delivery Manager
- Product Backlog created and to be managed by Service Manager & Product Owners with support from Delivery Manager

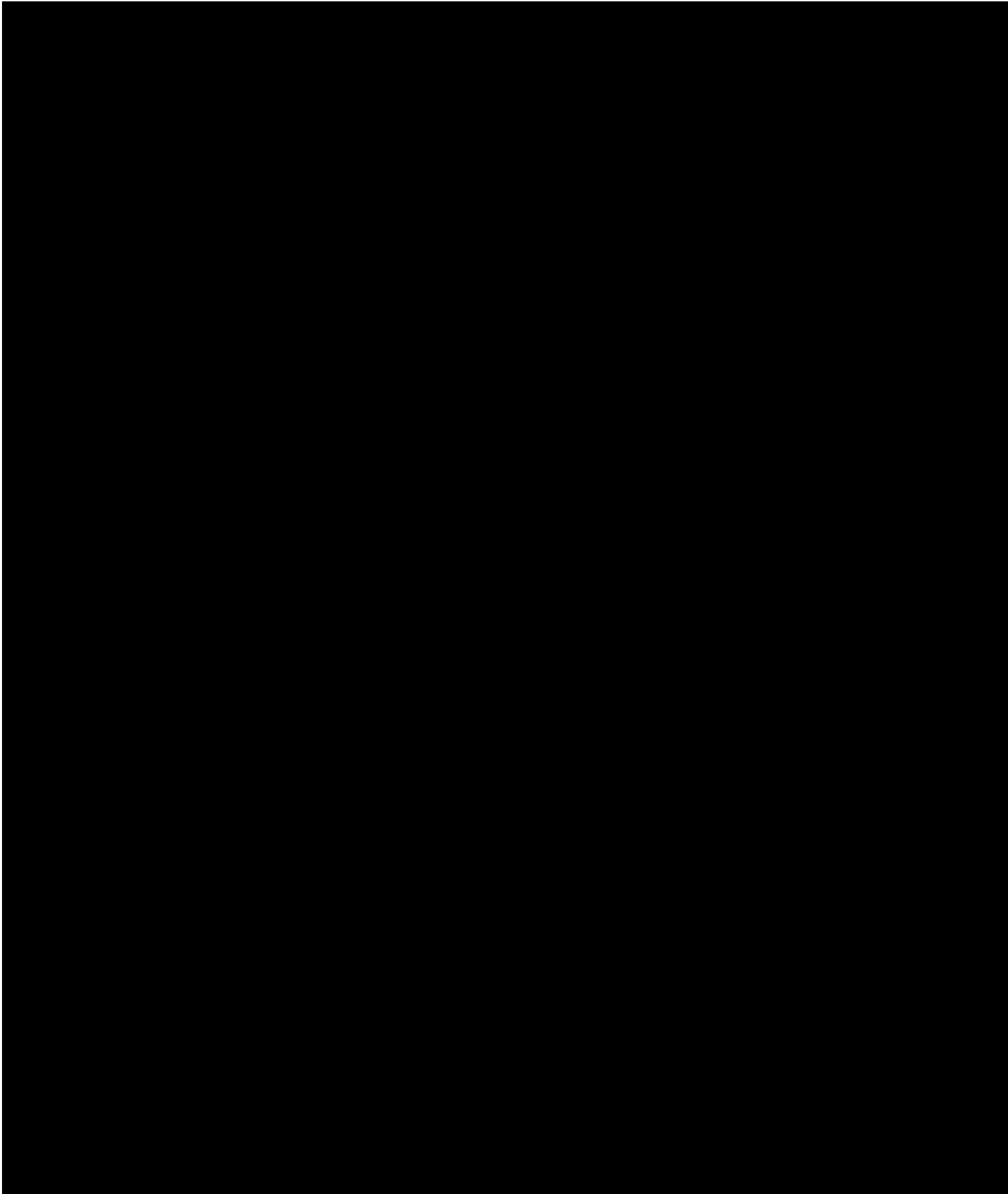
External / Wider Governance

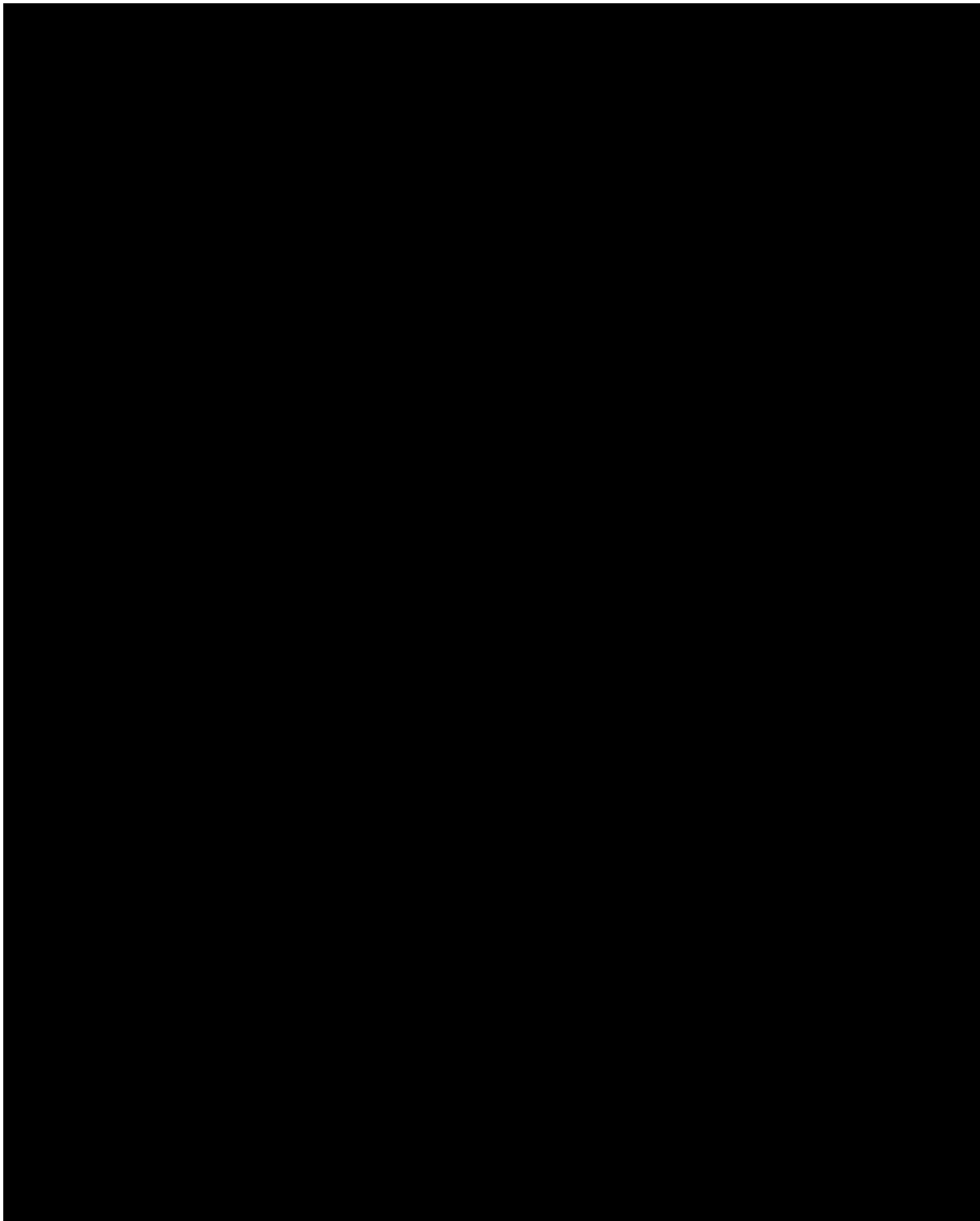
- BIS Director for International Affairs , Trade Policy and Export Control is the SRO and is actively engaged
- The BIS Digital and Data Board are overall board which are reported to. The BIS lead reports to that board, when appropriate.
- A Import/Export Licensing Board has been established and sits below the Digital & Data Board, which includes directors and head of teams involved.
- The workstream will report into the permissions workstream of 1 Government @ the Border programme across central government

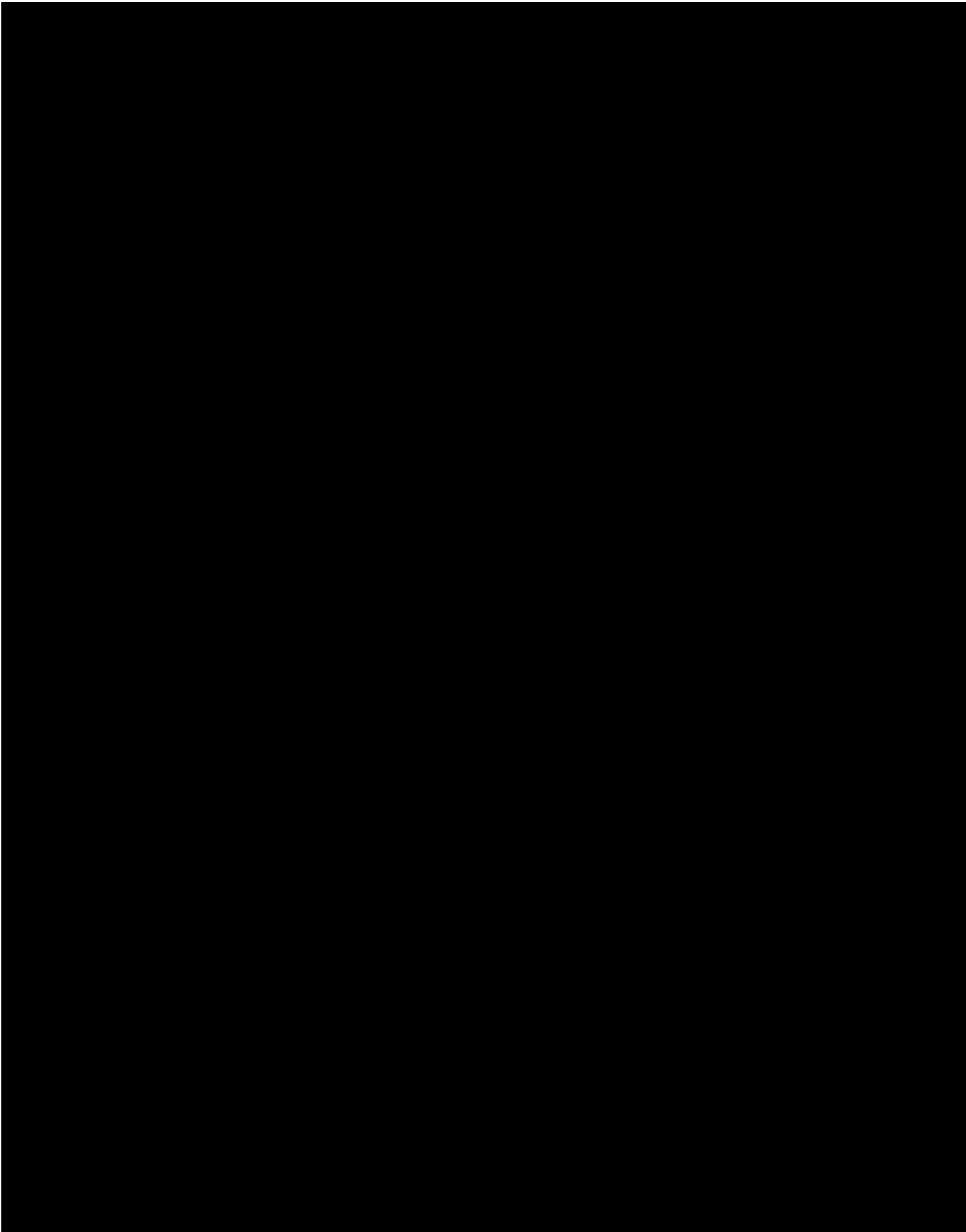
Approvals

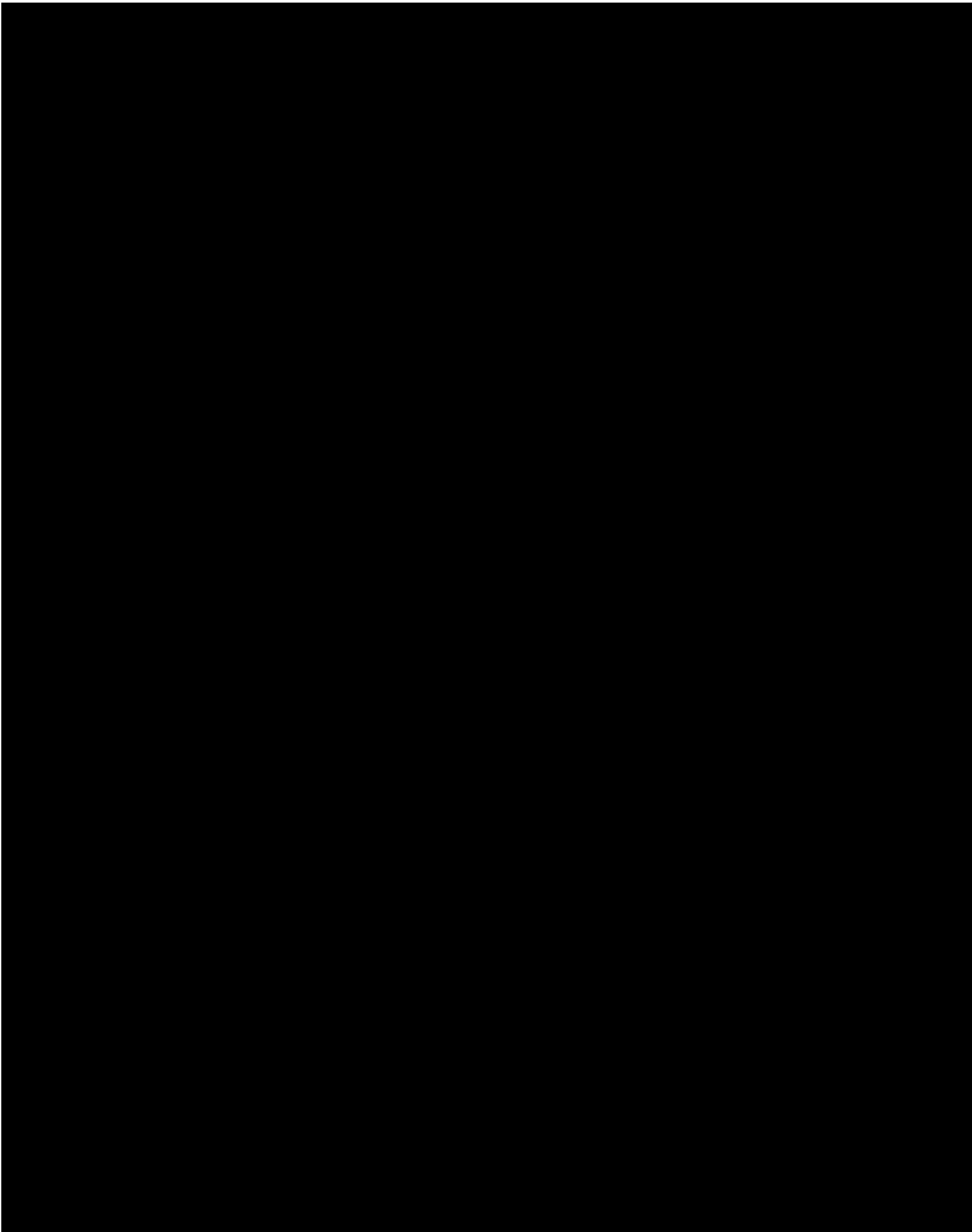
- Outline Business Case has been circulated and approved within BIS and wider government
- Spend control has been approved for Discovery
- Spend control will be required for Alpha & Beta, going through both BIS & GDS

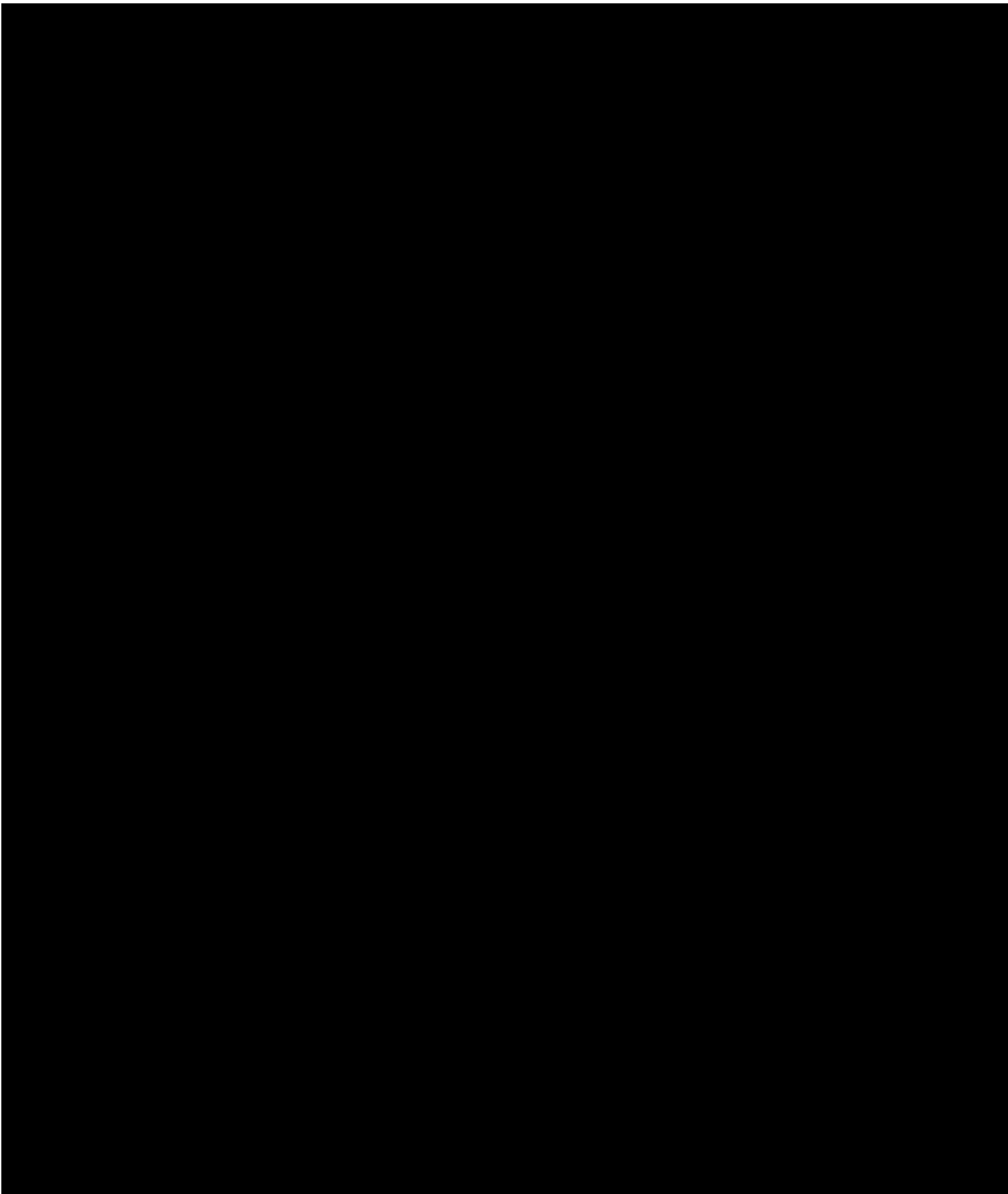
SCHEDULE 2 – SUPPLIER'S RESPONSE

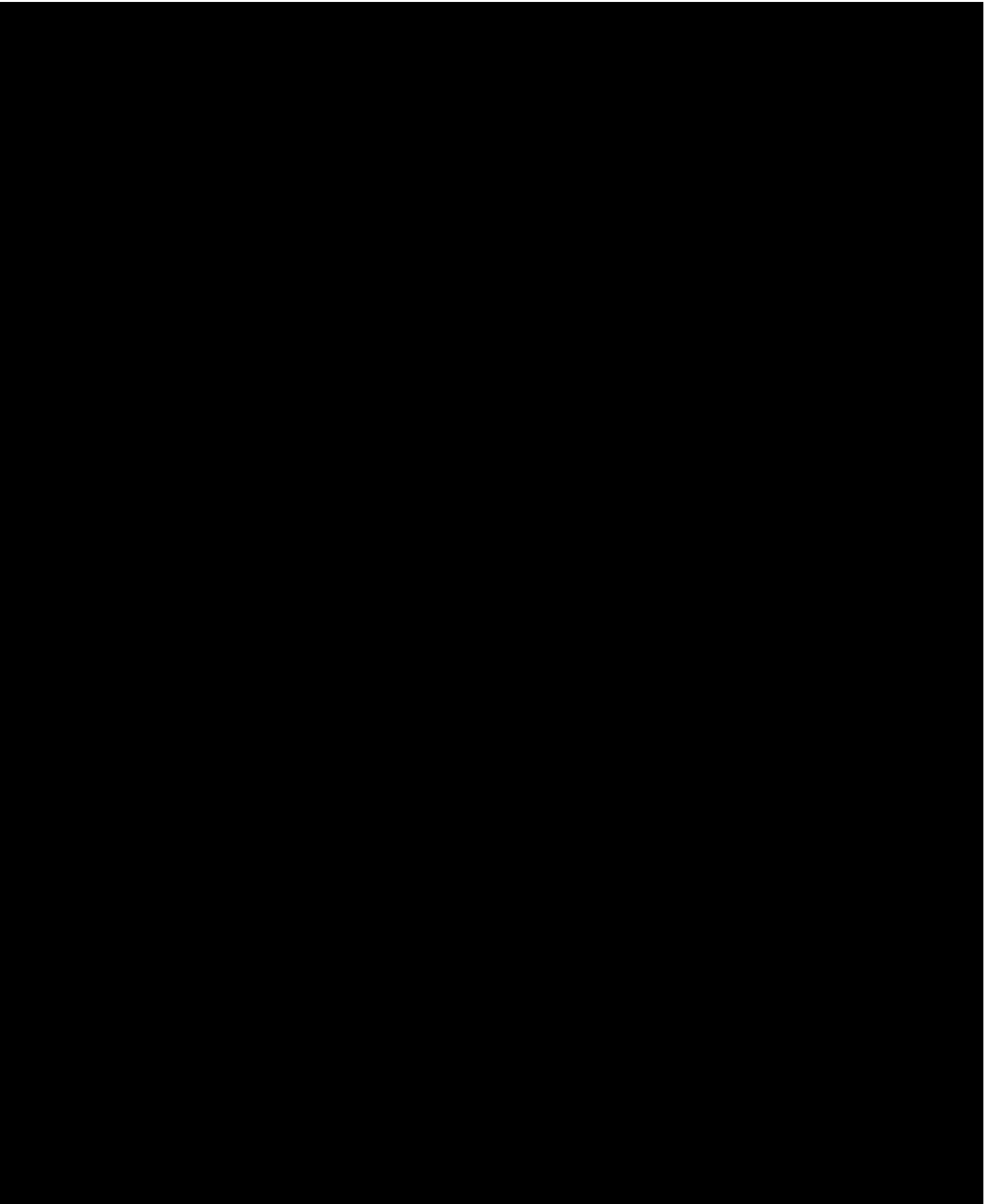


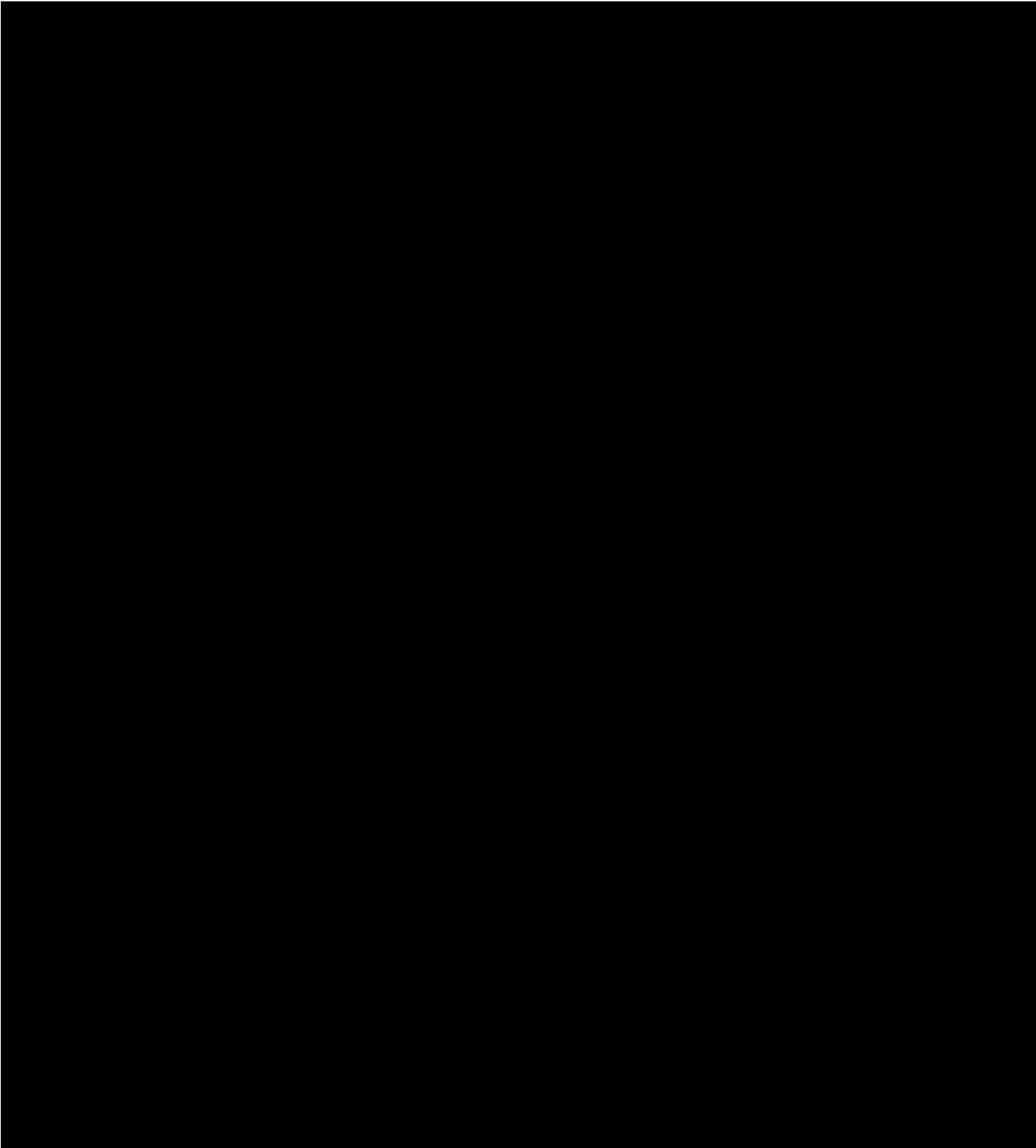












SCHEDULE 3 – ADDITIONAL CUSTOMER TERMS

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)

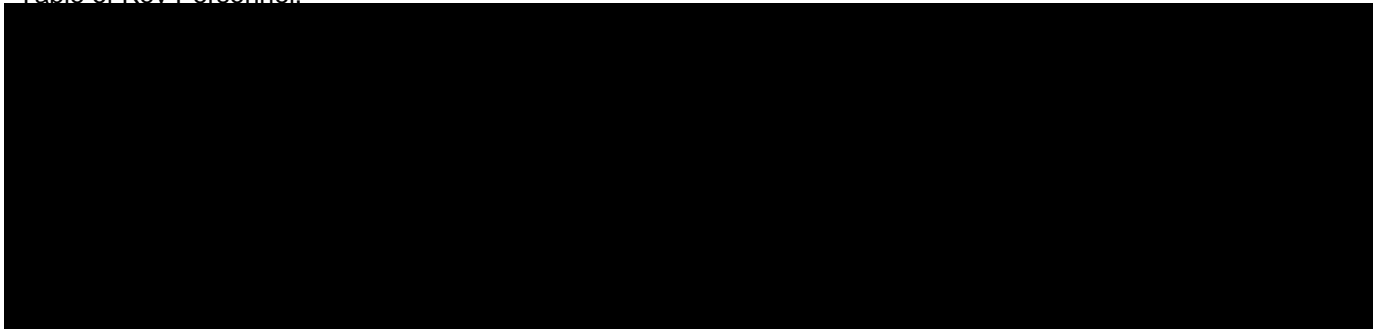
1. SOW DETAILS

Date of SoW:	22/02/2016
SoW Reference:	DS02-068.1
Departmental customer:	Department for Business, Innovation & Skills
Supplier:	Engine Partners UK LLP
Release Type(s):	Delivery
Phase(s) of Development:	Alpha
Release Completion Date:	03/06/2016
Duration of SoW	71 days
Charging Mechanism(s) for this Release:	Capped 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 below.
- 2.2 Table of Key Personnel:



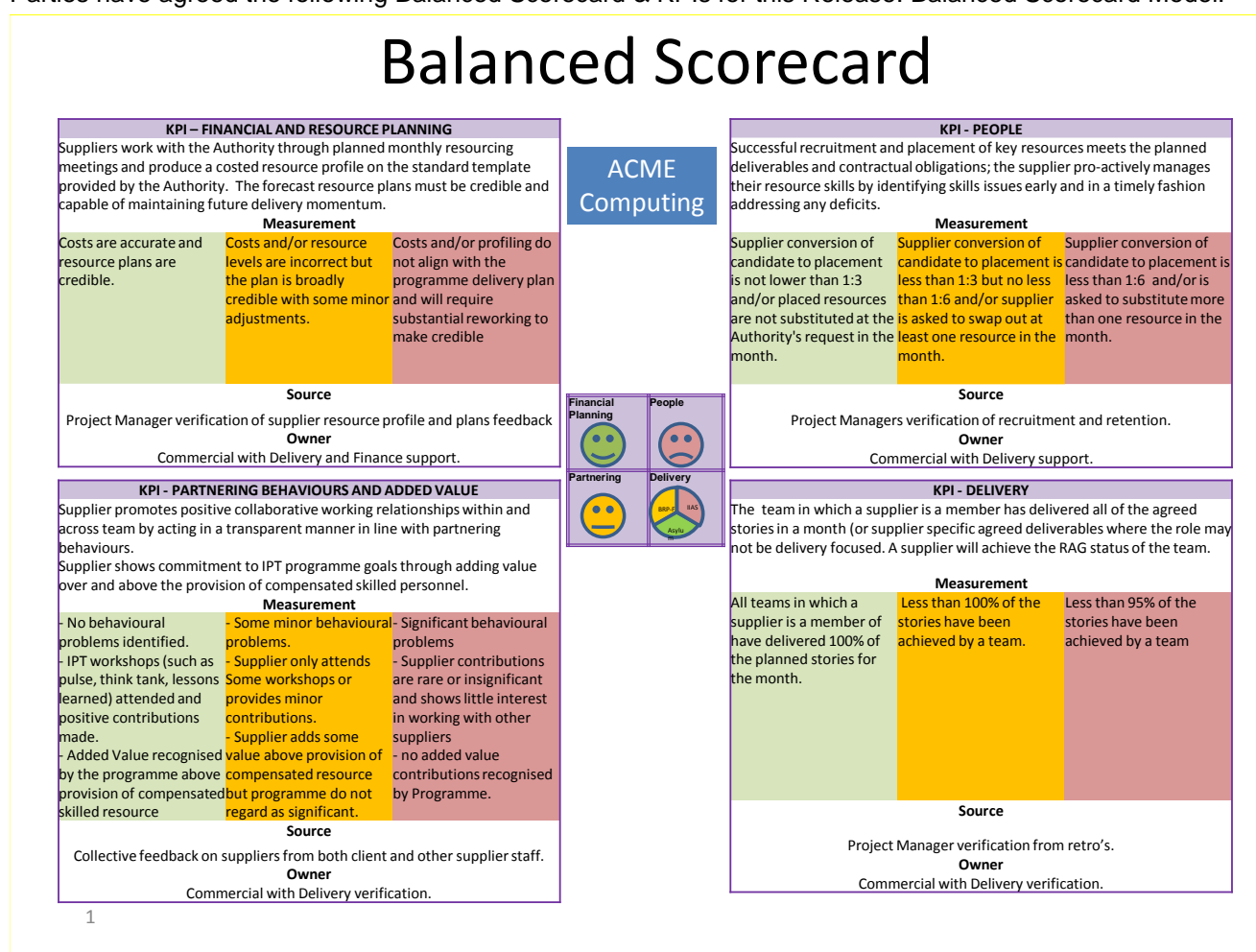
3. DELIVERABLES

The Supplier, alongside the Customer team, will be responsible for assistance in delivering the following:

- 3.1 Deliver sketches, wireframes and prototypes for user stories throughout Alpha.
- 3.2 Lead and deliver the service design for Beta, inc the creation of user stories and designs
- 3.3 Ensuring the service meets GDS design standards

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:



5. CONTRACT CHARGES

5.1 CAPPED TIME AND MATERIAL CHARGES

- 5.1.1 Where Services for this Release are being delivered on a Capped Time and Materials Basis, the provisions of this paragraph 5.1 and the Time and Material Rates set out at paragraph 5.3.5 shall apply.
- 5.1.2 The maximum price the Supplier is entitled to charge the departmental customer for Services delivered on a Capped Time and Material Charges basis (excluding VAT but including Expenses) shall be:

[REDACTED]

- 5.1.3 Capped 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.
- 5.1.4 The Supplier acknowledges and agrees that it shall provide the Services in relation to this Release within the Maximum Price set out at paragraph 5.1.2 above and it shall continue at its own cost and expense to provide the Services even where the price of Services delivered to the departmental customer on a Capped Time and Materials basis has exceeded the Maximum Price.
- 5.1.5 The departmental customer shall have no obligation or liability to pay for the cost of any Services delivered in respect of this SoW after the Maximum Price has been exceeded.

5.2 PRICE PER STORY POINT CHARGES

Not applicable

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.

5.4 **FIXED PRICE**
Not applicable

6. **SERVICE CREDITS**
Not applicable

7. **ADDITIONAL REQUIREMENTS**
Suppliers will bring their own IT equipment in order to log into the BIS web based services for e-mail development and project management.
Effective skills transfer from supplier to Civil Servants

8. **AGREEMENT OF SOW**

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

For and on behalf of the Supplier:

Name and Title

Signature and Date

For and on behalf of the departmental customer:

Name and Title

Signature and Date

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.

SCHEDULE 5 - CONTRACT CHANGE NOTE

Order Form reference for the Contract being varied:

PROJECT: DS02-XXX
CCN NUMBER: XX
2015 IPR TERMS USED? YES/NO

BETWEEN: the “Customer”
Crown Commercial Service (CCS)
Acting as an agent on behalf of the departmental customer:
Customer Full Name
the “Supplier”
Supplier Full Name

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.