PART A – ORDER FORM

PROJECT REFEERENCE: 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: PO415000012765

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"**

Redweb Ltd

Supplier No. 03420895

35 Holdenhurst Road, Bournemouth, Dorset, SL4 1BN

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:**	N/A
3.2	**Commercially Sensitive Information:**	N/A
3.3	**Key Sub-Contractors/Partners:**	N/A

4. CONTRACT CHARGES AND PAYMENT

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

4.1 **Invoice details**

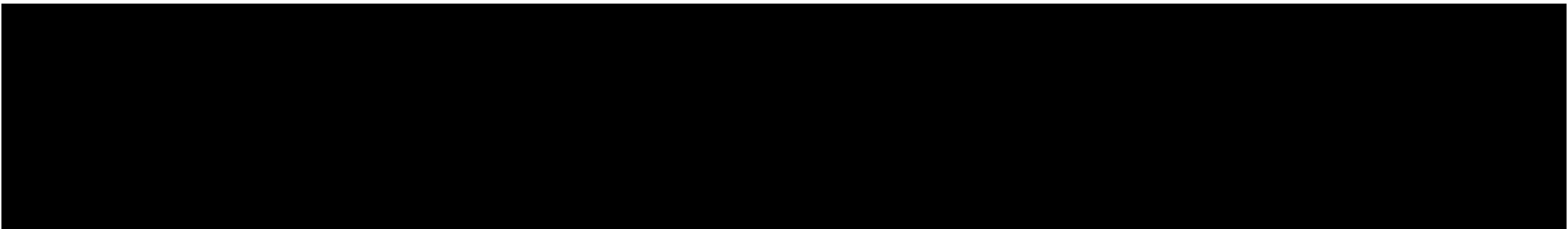   **4.1.1** **Who and where to send invoices:**
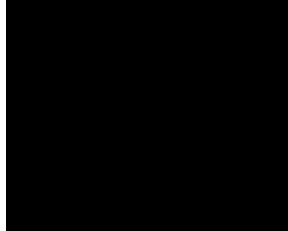
    4.1.2 **Invoice information required –** e.g. PO, Project ref, etc.   Purchase Order

4.2 **Invoice Frequency**   Monthly

4.3 **Contract Value:**   63,220

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).

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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:	
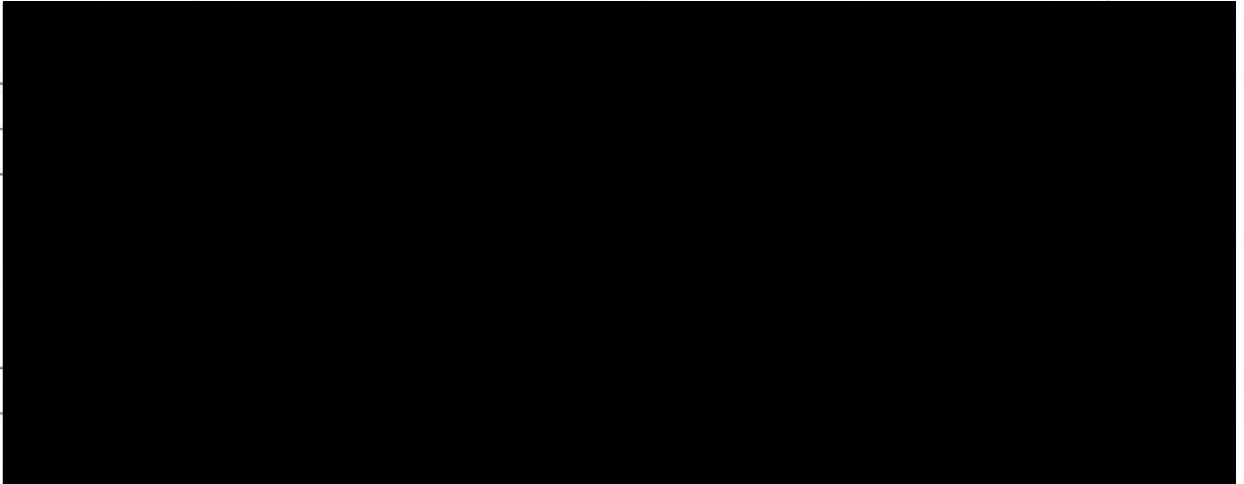
PART B – THE SCHEDULES

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:

Discovery
Discovery commenced on the 30th November for 8 weeks to establish a cross government platform for import & export licensing. This project is led by BIS & MOD and is focusing the alpha & beta on the export licensing of controlled goods. User Research findings have highlighted that the main pain points of the current service are that importers and exporters are unsure of the correct license types to apply for and that applications are often incomplete resulting in 50% of applications being returned for requests for information.

As a result the alpha will focus on creating a license decision tree which will act as the intelligent front end to guide exporters into the correct license type. Once the license type has been identified the front end will then guide the exporter to the correct license. Initially for the Alpha the new import/export licensing service will provide the possibility to process an Open General Export License (OGEL) all other export license types will be interfaced to the current SPIRE IT system.

At the end of Discovery, there will be the following deliverables, which will then be used to create an Alpha application and provide a basis for a cross-government platform.

Alpha
1. Detailed business process
2. Detailed technical architecture
3. Wireframes/high level prototype
4. Prioritised license type and associated personas
5. Service Design
6. Content Design
7. Prioritised Alpha backlog
8. Sprint Plan

Cross-Government Platform

1. Outline target business process
2. Outline Technical Architecture
3. User personas - Government & Industry
4. Service plan & strategy
5. Content Strategy
6. Data migration plan
7. Product backlog
8. High level project plan
9. License rollout plan

Background
BIS are responsible for the licensing and control of strategic goods for export through its Export Control Organisation (ECO) and the licensing of controlled goods for import via the Import licensing Branch (ILB). MOD is responsible for Form 680 pre-licensing, gifting, Private Venture (PV) Security Grading and Exhibition Clearance processes.

Import and Export licensing and associated security clearance processes are a vital element of the Government's counter-proliferation and international security strategy – and one that is growing in importance given the growth of international trade. It is an area where BIS and MOD can only achieve their objectives by working closely with business and providing them with a user-friendly licensing process. The value of export licences handled is about £47 million per day or about £12 billion per year (calendar year 2014 data).

Current Service - SPIRE

The SPIRE service currently administers these licenses and related security processes. It was designed to digitise the previous manual license processing system back in 2006 and it has been enhanced and expanded year on year ever since to include additional license types, additional security processes and changes in legislation. There is now circa 8 years of data held within the service and recent performance tests have highlighted some MOD tasks are three times slower than similar BIS tasks. The underlying code set for the service (FoxOpen4) goes out of support from July 2016 and high level estimates for an upgrade are circa £450k. The service handles the following:

BIS Export Licenses:

- SIEL - Standard Individual Export Licenses (Permanent Export, Temporary Export & Transhipment licenses)
- OIEL - Open Individual Export Licenses (Military, Dual Use, Dealer, UK Continental Shelf, Media & Cryptographic licenses)
- SITCL - Standard Individual Trade Control Licence
- OITCL - Open Individual Trade Control Licence)
- OGL - Open General Licence
- EUGEA - EU General Export Authorisation
- GPL - Global Project Licence

BIS Import Licenses.

- Textiles (Quota)
- Iron and Steel (Quota)
- Outward Processing Trade
- Derogation from Sanctions Import
- Firearms and Ammunition (Open Individual Import Licence)
- Firearms and Ammunition (Specific Individual Import Licence)
- General Surveillance (Cars) - Disabled
- General Surveillance (Iron and Steel) - Disabled
- Wood (Quota)

MOD:

- F680 - Release of Classified Information for Export Promotion Application
- GIFT - coordination of gifting proposals
- PV – Private Venture
- Ex – Exhibition

Other elements of the current services are:

- SPIRE Searchable Database (Publicly available Export Control Statistics)
- Goods Checker
- OGEL Checker
- OIEL License Returns
- End User Advice Service
- Control List Classification Advice Service
- Compliance
- Denials Module (UK Refusals Data)
- Customer Satisfaction Survey for ECO performance monitoring

The current service interfaces with the following external systems to exchange data:

- HMRC CHIEF system via EDI Interface
- Companies house web-service for company information
- Post Office web-service for postcode lookups
- EU commission interface via SIGL

Other Departments that use SPIRE (some are involved in the consideration of the license application) are DECC, DFID, GCHQ, FCO, Police, Border Force and Intelligence Agencies

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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**
Software Engineering and Ongoing Support	**Role: Developers** **Required for LOT : 1** **No. of Roles required : 4** *(We reserve the right to withdraw this role if GDS can supply someone internally)* We are looking for 1 lead developer and 3 junior-intermediate developers with a number of years' experience developing software solutions. We are looking for people who are keen to own problems and find solutions with the support of a small team. They will be keen problem solvers who are not scared of learning new technologies quickly, be happy working on front or back end components, be prepared to contribute to the design and be flexible enough to deal with a constantly changing agile project. **The main responsibilities of the post are:** ● Building web and mobile products to serve a variety of citizens' needs. ● Implementing APIs for internal and external use. ● Building up a useful, robust automated test suite to support a Continuous Deployment environment. ● Being involved in the wider web development community, identifying good practices we can adopt and sharing our experiences. ● Sharing knowledge of tools and techniques with the wider team, both developers and non-developers ● Taking part in 2nd-line support of applications and platforms, including occasional support outside of office hours **Role: Technical Architect** **Required for LOT: 1** **No. of Roles required: 1** *(We reserve the right to withdraw this role if GDS can supply someone internally)* Candidates must have a strong track record of building and running high volume, reliable and flexible services that are relentlessly user-focused and continually improved through iterative development. **The main responsibilities of the post are:**

- Provide hands-on technical leadership, in the development, operation and ongoing improvement of complex, transformational digital services serving millions of users.
- Work with product/service managers to understand user needs for new and existing services.
- Act as the technical authority in prospective, information gathering and scene setting meetings with other government departments, evaluate technical proposals from external suppliers, and make implementation recommendations to senior stakeholders.
- Work with delivery teams and partners to break technical requirements down into appropriate pieces, and to identify key API requirements for integration with internal and external systems.
- Lead the rapid development of user-driven prototypes to identify technical options and inform architectural approaches, working with colleagues and supplier team members to write tests, code and documentation for new and existing systems.
- Ensure that new and updated platforms, products and transactions are thoroughly tested for performance, are able to handle specified load, and can be maintained over the long-term.
- Work with internal teams and external suppliers to ensure that their system architectures are robust, scalable, open and secure, with appropriate overall system design and integration points/APIs, to deliver a high quality user experience.
- Advise on, manage and implement agile delivery projects within government departments, providing guidance, mentoring and training in agile technical delivery and evolutionary software architecture to government departments and agencies.
- Assist with building a culture of continuous delivery and improvement, ensuring that key systems are regularly analysed, maintained and improved.

Role: Quality Assurance Analyst

Required for LOT: 1

No. of Roles required: 1

(We reserve the right to withdraw this role if GDS can supply someone internally)

The role will cover the quality assurance and testing of the service.

The main responsibilities are:

- Review functional and design specifications to ensure full understanding of individual deliverables.
- Front end and Backend database testing
- Identify test requirements from specifications, map test case requirements and design test coverage plan.
- Execute and evaluate manual or automated test cases and report test results.
- Hold and facilitate test plan/case reviews with cross-functional team members.
- Ensure that validated deliverables meet functional and design specifications and user stories.
- Isolate, replicate, and report defects and verify defect fixes

Agile Product Design & Delivery	**Role : Business Analyst**
	Required for LOT : 1
	No. of Roles required : 1

(We reserve the right to withdraw this role if GDS can supply someone internally)

Candidates will be familiar with a range of digital / web services and solutions, ideally where open source and cloud technologies have applied agile development

	methodologies. You will be an excellent communicator and be able to rationalise complex information to make it understandable for others to work with. The ability to work independently, proactively and with versatility in responding to changing circumstances is essential. You will need an eye for detail, excellent communication skills and be able to interrogate reported information and challenge sources where inconsistencies are found. **The main responsibilities of the post are to:** ● Support the department by analysing propositions and assessing the following ● Work closely with the nominated service manager to define a product approach to meet the specified user need. ● Work closely with the user researcher and service manager/product owners to identify and create features to formulate a product backlog to deliver the end to end service ● Define skill requirements and map internal, departmental and external (partners/specialist contractors) resource. ● Work with the owning department to ensure they have the budget to cover the proposed approach and resource requirements during delivery and analyse what provision they have for on going running costs? ● Analyse and map the risks of this product approach and propose mitigation solutions ● Define how the predicted user and financial benefit can be realised, and how channel shift will be measured. ● Make a recommendation for action against the analysis done.
Front-end Design and Interaction Design	**Role : Designer** *(Service Designer)* **Required for LOT : 2** **No. of Roles required : 1** *(We reserve the right to withdraw this role if GDS can supply someone internally)* 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: ● 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. **Role : Designer** *(Interaction Designer)* **Required for LOT : 2** **No. of Roles required : 1 – for 10 days only during Alpha phase** *(We reserve the right to withdraw this role if GDS can supply someone internally)* This role will: ● Rapid prototyping and iterations of the alpha.

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	- 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.
Content Design, Editorial and Strategy	**Role : Content Designer Role** **Required for LOT : 2** **No. of Roles required : 1** *(We reserve the right to withdraw this role if GDS can supply someone internally)* To work alongside other areas of design to ensure that pages and content is relevant to users and that this is constantly iterated and improved to be understandable and give the best possible user and business experience. The main tasks of the content designer will be - scoping, commissioning, writing, editing and publishing digital content across all channels (web, mobile, social media) - making sure customer journeys are the best they can be - managing relationships with subject matter experts to make sure content is accurate - accountable for delivering content assets that are accurate, timely, high-quality (based on insight and outputs of user testing, relevant to audience, easily understood, SEO optimised) and to the department's style - accountable for choosing the best format for displaying information to the user - if we don't have one, we'll want you to suggest ideas or identify the gap - making sure appropriate policy and legal checking within other parts of government happens, and that content is published quickly and efficiently - monitoring the performance of content and tools and work with the Product Manager and a multi-disciplinary team to understand user behaviours and feedback - identifying ways to improve the content and to iteratively improve the product - at ease working in an agile environment with rapidly changing deadlines, workloads and goals
User Research (UX Design)	**Role : User Researcher**

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	Required for LOT : 3
	No. of Roles required : 1
	(We reserve the right to withdraw this role if GDS can supply someone internally)
	The role will cover understanding and articulating user research to help feed into the product backlog, as well as testing the alpha, beta services with users to gain feedback and understand where the service can be improved.
	The main tasks for a user researcher to put users at the heart of delivery are:
	• locating, scheduling and interviewing users throughout the import/export licensing process, including recipients of licenses, administrators of licenses and decision makers
	• Taking the findings from the interviews and generating succinct feedback and insight, that the team needs to build a clear picture of what users want and how to deliver services that users need.
	• working closely with Policy, to understand what outcome are needed from Government and the trade offs which can be made to align all parties
	• Generating new and useful user insights, translating it into features and actions that will allow the team to iteratively improve their service for users.
System Administration and Web Operations	**Role : Web Operations**
	Required for LOT : 4
	No. of Roles required : 1
	(We reserve the right to withdraw this role if GDS can supply someone internally)
	The applicant must have demonstrable experience configuring web and application servers and possess a fundamental understanding of service based technologies. An ideal candidate will have previous experience supporting a large production platform. Participation in an out of hours on-call rota is a requirement of this role.
	DUTIES & RESPONSIBILITIES
	• Operational management of servers, delivering a complex web application stack
	• Building and configuring new server platforms and the automated tooling to do so
	• Testing, debugging and troubleshooting of platform level problems
	• Supporting development teams with configuring applications for deployment
	• Sharing on-call duties

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
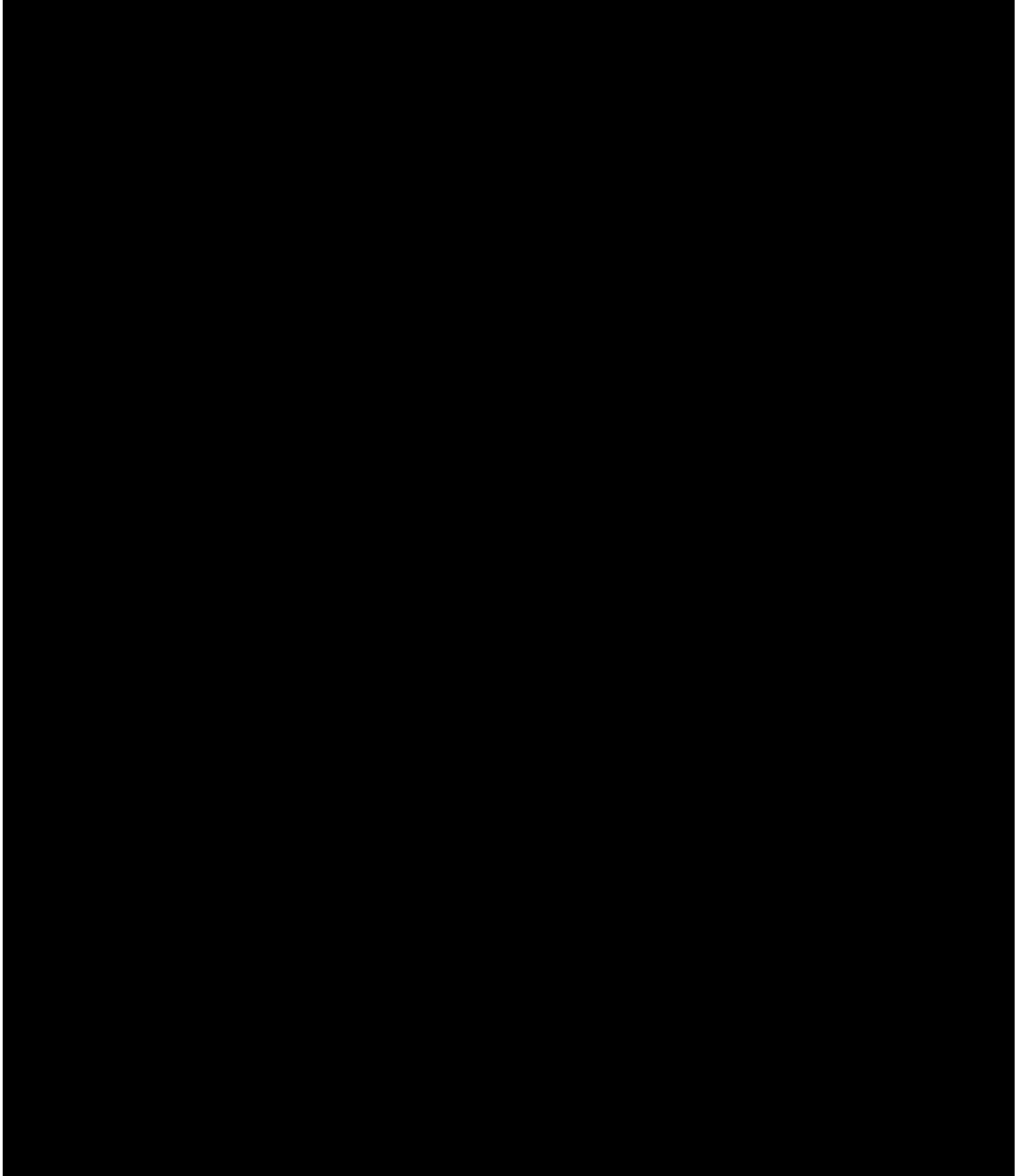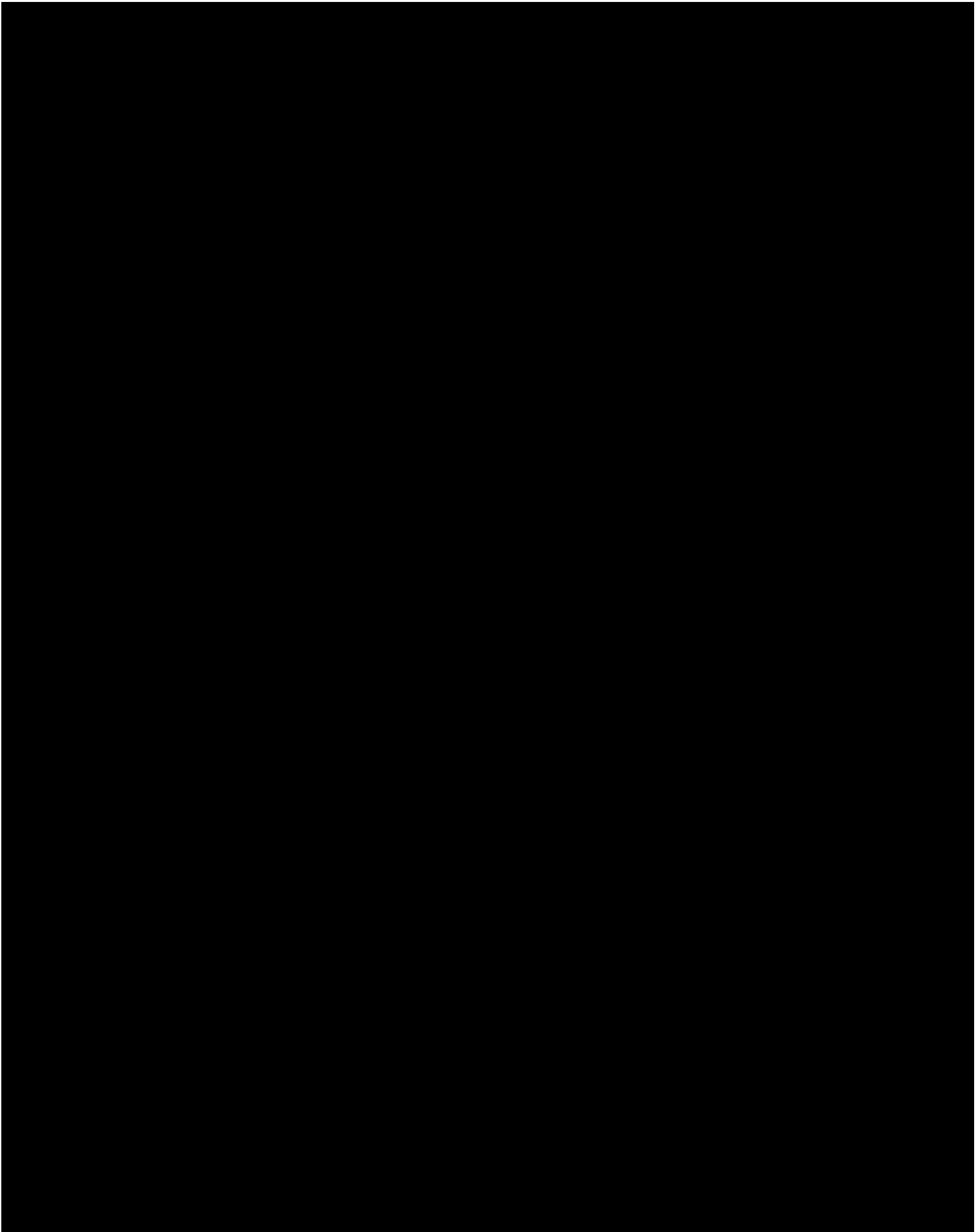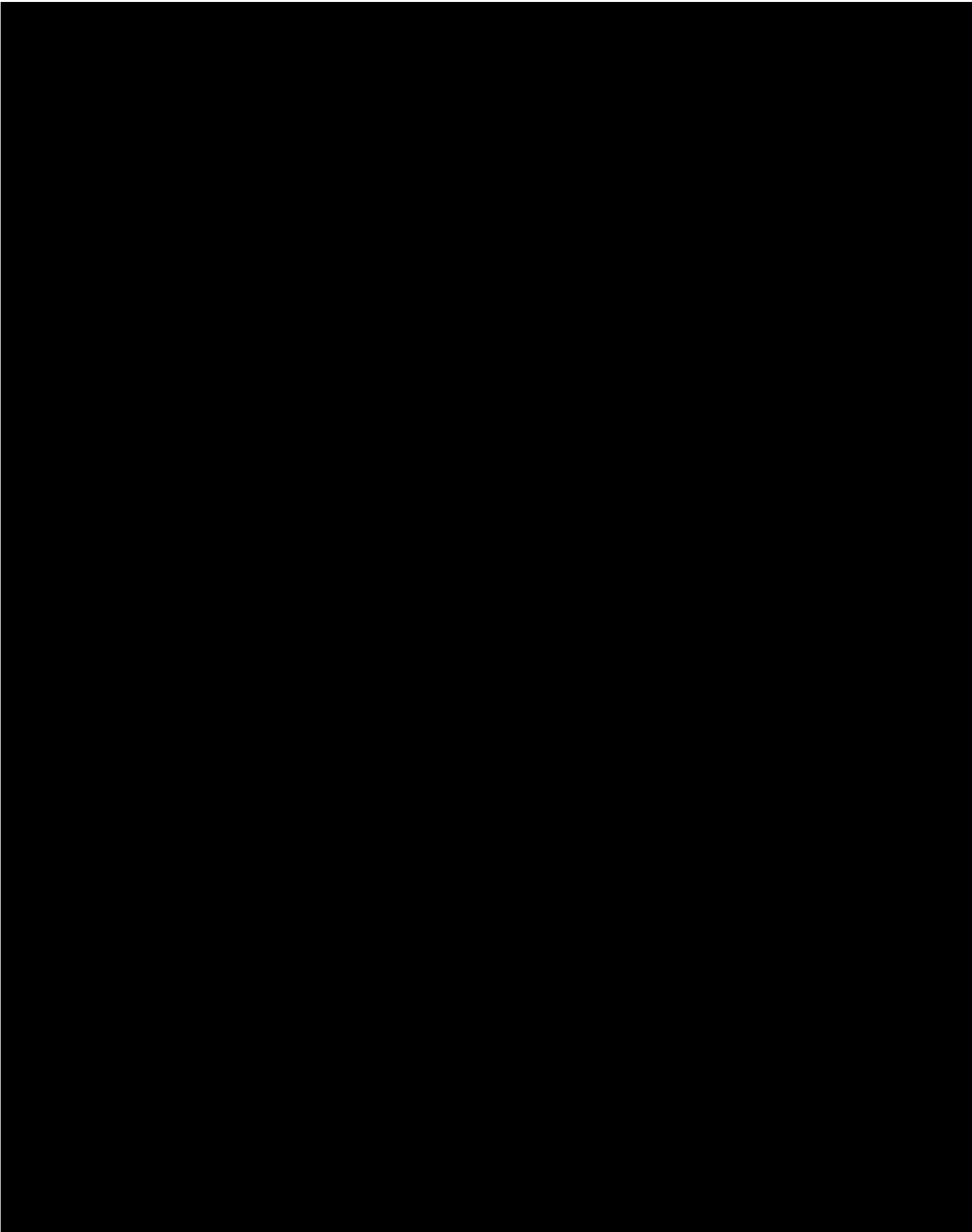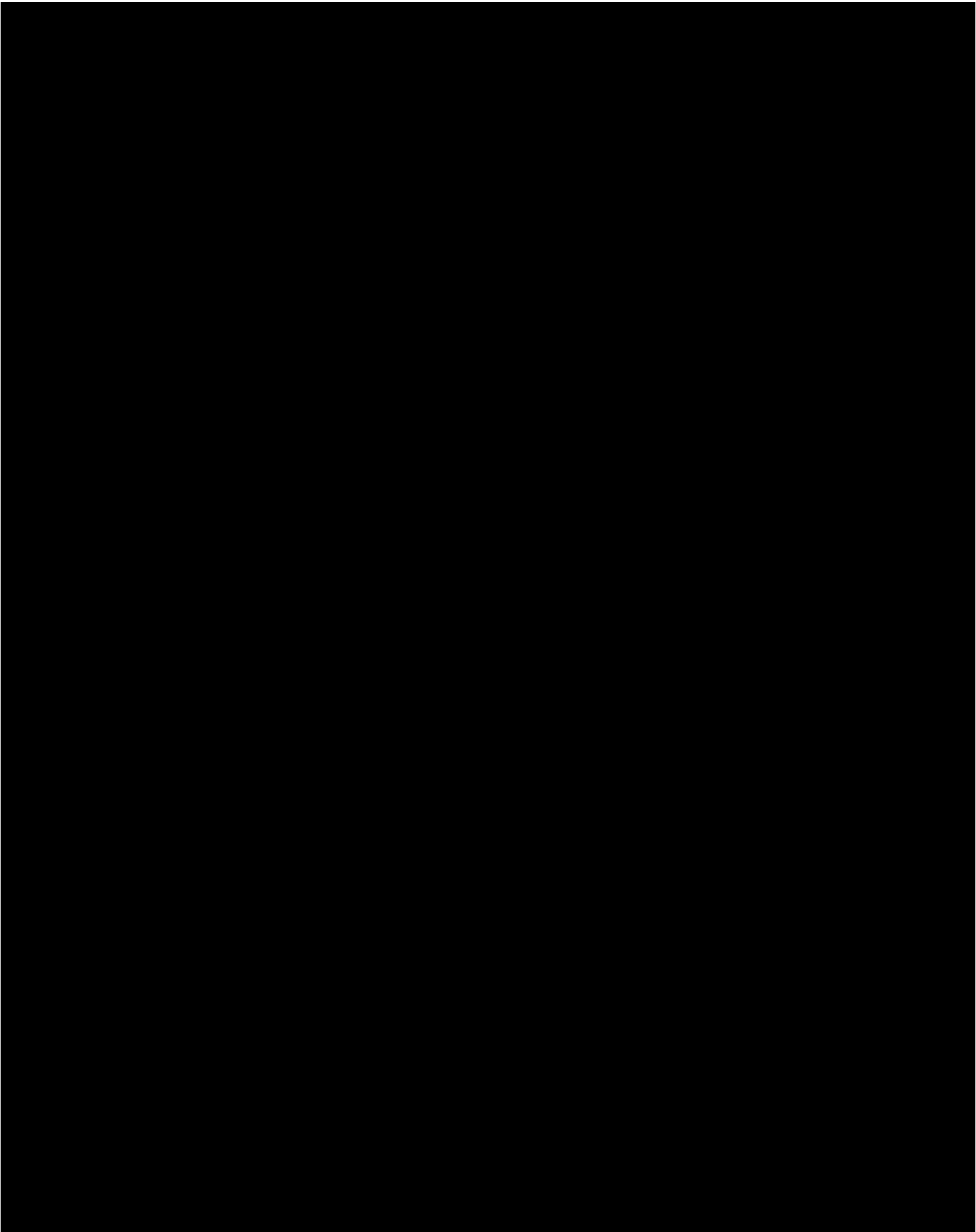
SCHEDULE 3 – ADDITIONAL CUSTOMER TERMS

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:	Redweb
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.
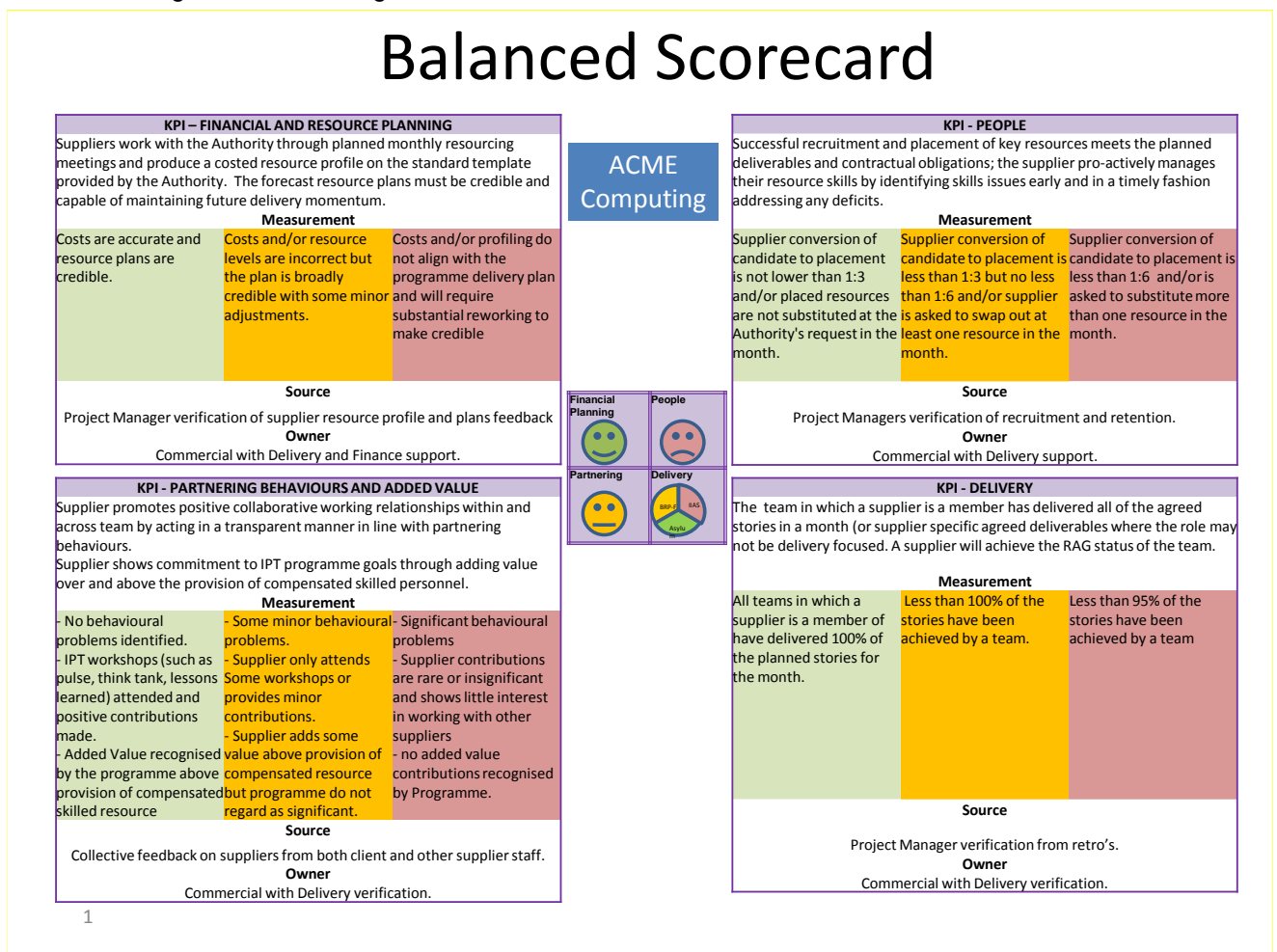
2.2 Table of Key Personnel:

3.   DELIVERABLES

3.1   Lead the user testing of prototypes and alpha application, inputting feedback into the backlog. Including proactively recruiting users across all user types

3.2   Creation and refining of user personas

3.3   Lead user interviews for beta to enable the creation of a new business process and service design.

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:

Balanced Scorecard

ACME Computing

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 - 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 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 - 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 - 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.

Financial Planning

People

Partnering

Delivery

1

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:

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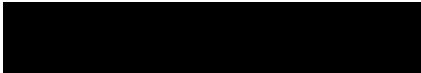
5.1.3 Capped Time and Materials Contract Charges shall be calculated on a daily basis at the respective time and material rates for each Supplier Staff for every day, or pro rata for every part of a day, that the Supplier Staff are actively performing the Services and in accordance with the relevant 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.

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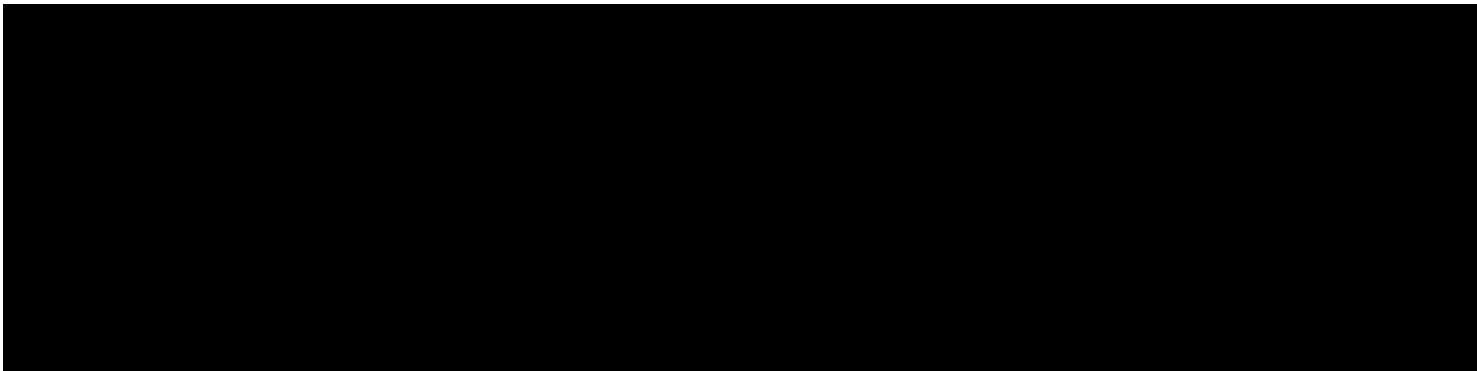
5.4   FIXED PRICE

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.