



Crown  
Commercial  
Service

# DIGITAL SERVICES RM1043ii CALL-OFF CONTRACT

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

## PART A – ORDER FORM

**PROJECT REFERENCE:** DS02-003  
**CUSTOMER REFERENCE:** 1000103821 – News Event Aggregation & Alerting

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 on 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:** 28/10/2015  
**PURCHASE ORDER NUMBER:** [REDACTED]

**FROM: the “Customer”**  
Crown Commercial Service (CCS)  
Rosebery Court, St Andrews Business Park, Norwich NR7 0HS



**TO: the “Supplier”**  
Futuregov Ltd  
Central Point, 45 Beech Street, London, EC2Y 8AD

**TOGETHER: the “Parties”**

### PRINCIPAL CONTACT DETAILS:

For the Customer:	Name:	[REDACTED]
	Title:	[REDACTED]
	Email:	[REDACTED]k
	Phone Number:	[REDACTED]
For the Supplier:	Name:	[REDACTED]
	Title:	[REDACTED]
	Email:	[REDACTED]
	Phone Number:	[REDACTED]

## 1. CALL-OFF CONTRACT TERM

- |     |                                                                             |               |
|-----|-----------------------------------------------------------------------------|---------------|
| 1.1 | <b>Commencement Date:</b>                                                   | 28/10/2015    |
| 1.2 | <b>Term of Call-Off Contract:</b>                                           | Up to 2 years |
| 1.3 | <b>Date the Customer served an Order Form for Services on the Supplier:</b> | 28/10/2015    |

## 2. CUSTOMER CONTRACTUAL REQUIREMENTS

- |      |                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------|---------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.1  | <b>Digital Services required:</b>                                                                                         | For the provision of the development of a news event aggregation and reporting service for the DS02-003 project                                                                                                                                                                                                                                                                                                                                                                                                                |
| 2.2  | <b>Warranty Period:</b>                                                                                                   | 90 Days from the date of customer acceptance of release                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 2.3  | <b>Location(s)/Premises:</b>                                                                                              | [REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2.4  | <b>Relevant Convictions:</b>                                                                                              | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 2.5  | <b>Staff Vetting Procedures:</b>                                                                                          | All supplier staff will be security vetted to BPSS                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 2.6  | <b>Exit Planning:</b>                                                                                                     | All deliverables will be transferred to the Customer and an exit meeting held.                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 2.7  | <b>Security Requirements:</b><br>(including details of Security Policy and any additional Customer security requirements) | Suppliers must adhere to the security principles found in JSP 440, as well as the security guidance found in the security aspects letter which will be issued to the successful Supplier.                                                                                                                                                                                                                                                                                                                                      |
| 2.8  | <b>Protection of Customer Data:</b>                                                                                       | See DEFCON 531 (below).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 2.9  | <b>Standards:</b>                                                                                                         | <a href="#">Digital by Default Service Standard</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 2.10 | <b>Business Continuity and Disaster Recovery:</b>                                                                         | As Clause 16 of the Call-Off Terms.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 2.11 | <b>Liability:</b>                                                                                                         | £1,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2.12 | <b>Insurance:</b>                                                                                                         | As per Clause 16 of the framework Agreement RM1043ii:<br><i>“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”</i> |

## 3. SUPPLIER'S INFORMATION

- |     |                                            |                           |
|-----|--------------------------------------------|---------------------------|
| 3.1 | <b>Supplier Software and Licences:</b>     | Non Applicable            |
| 3.2 | <b>Commercially Sensitive Information:</b> | Non Applicable            |
| 3.3 | <b>Key Sub-Contractors/Partners:</b>       | Purple Secure Systems Ltd |

## 4. CONTRACT CHARGES AND PAYMENT

- |       |                                                                     |                                                         |
|-------|---------------------------------------------------------------------|---------------------------------------------------------|
| 4.1   | <b>The method of payment for the Contract Charges (GPC or BACS)</b> | BACS                                                    |
| 4.1   | <b>Invoice details</b>                                              |                                                         |
| 4.1.1 | <b>Who and where to send invoices:</b>                              | [REDACTED]                                              |
| 4.1.2 | <b>Invoice information required – e.g. PO, Project ref, etc.</b>    | The Purchase Order number must be shown on all invoices |
| 4.2   | <b>Invoice Frequency</b>                                            | Monthly                                                 |
| 4.3   | <b>Contract Value:</b>                                              | £5167.50                                                |

**4.4 Contract Charges:**



## 5. ADDITIONAL AND/OR ALTERNATIVE CLAUSES

### 5.1 Supplemental requirements in addition to the Call-Off Terms

DEFCON 76 (EDN 12/06) – CONTRACTOR’S PERSONNEL AT GOVERNMENT ESTABLISHMENTS;  
 DEFCON 501 (EDN 03/15) – DEFINITIONS AND INTERPRETATIONS (**NOTE ONLY TO BE USED WHEN INTERPRETING THE DEFCONS**);  
 DEFCON 531 (EDN 11/14) – DISCLOSURE OF INFORMATION;  
 DEFCON 608 (EDN 10/14) – ACCESS AND FACILITIES TO BE PROVIDED BY THE CONTRACTOR;  
 DEFCON 611 (EDN 07/10) – ISSUED PROPERTY;  
 DEFCON 649 (EDN 07/99) – VESTING;  
 DEFCON 659A (EDN 11/14) – SECURITY MEASURES;  
 DEFCON 660 (EDN 11/14) – REPORTABLE OFFICIAL AND OFFICIAL-SENSITIVE SECURITY REQUIREMENTS;  
 DEFCON 703 (EDN 08/13) – INTELLECTUAL PROPERTY RIGHTS – VESTING IN THE AUTHORITY.  
 WITHIN THE DEFCONS ABOVE (INCLUDING DEFCON 531) REFERENCES TO THE “AUTHORITY” SHALL BE READ AS THE “CUSTOMER”.  
 FULL TEXT VERSIONS OF THE DEFCONS CAN BE FOUND ON THE ACQUISITION SYSTEM GUIDANCE (ASG) FOR INFORMATION ON HOW TO ACCESS THE ASG PLEASE CLICK THE LINK BELOW:  
[HTTPS://WWW.GOV.UK/ACQUISITION-OPERATING-FRAMEWORK](https://www.gov.uk/acquisition-operating-framework)

### 5.2 Customer Specific Amendments to/refinements of the Call-Off Terms

### 5.3 SPECIFIC TERMS:

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

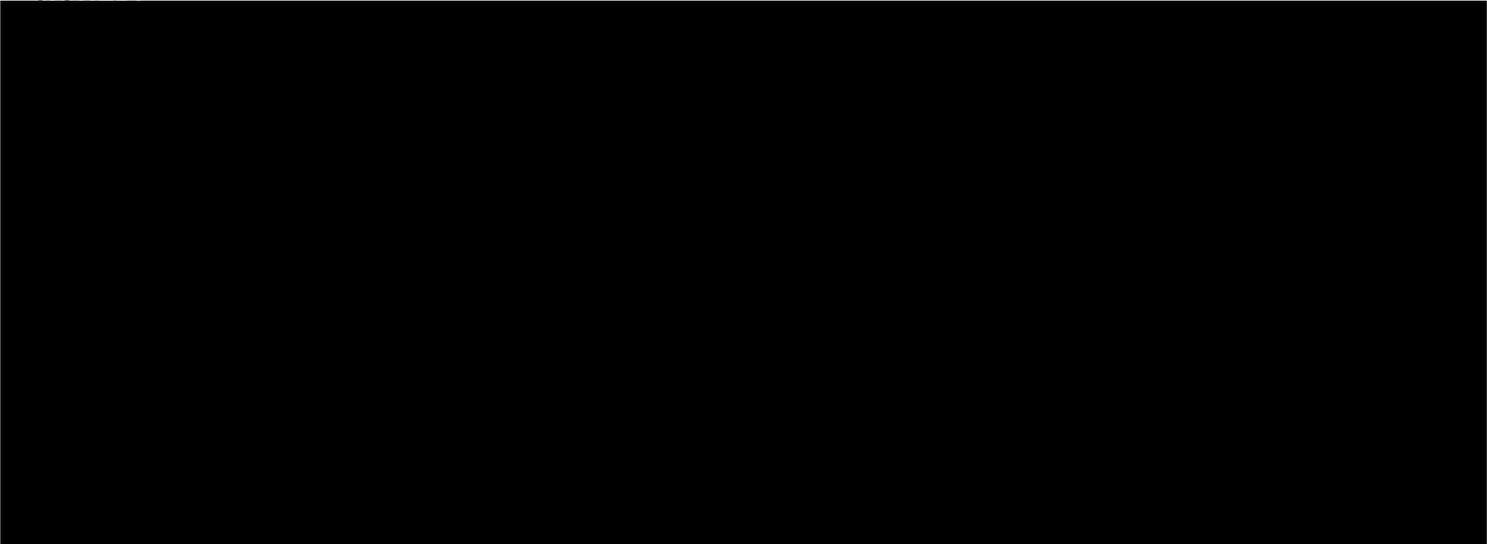
the signed copy of the Order Form from the Supplier within two (2) Working Days from receipt (the “Call-Off Effective Date”).

6.4 The Call-Off Agreement outlines the deliverables and expectations of the Agreement. Order Form outlines any Terms and Conditions amended within the Call-Off Agreement. 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:**





# DIGITAL SERVICES RM1043ii

## PART B – THE SCHEDULES

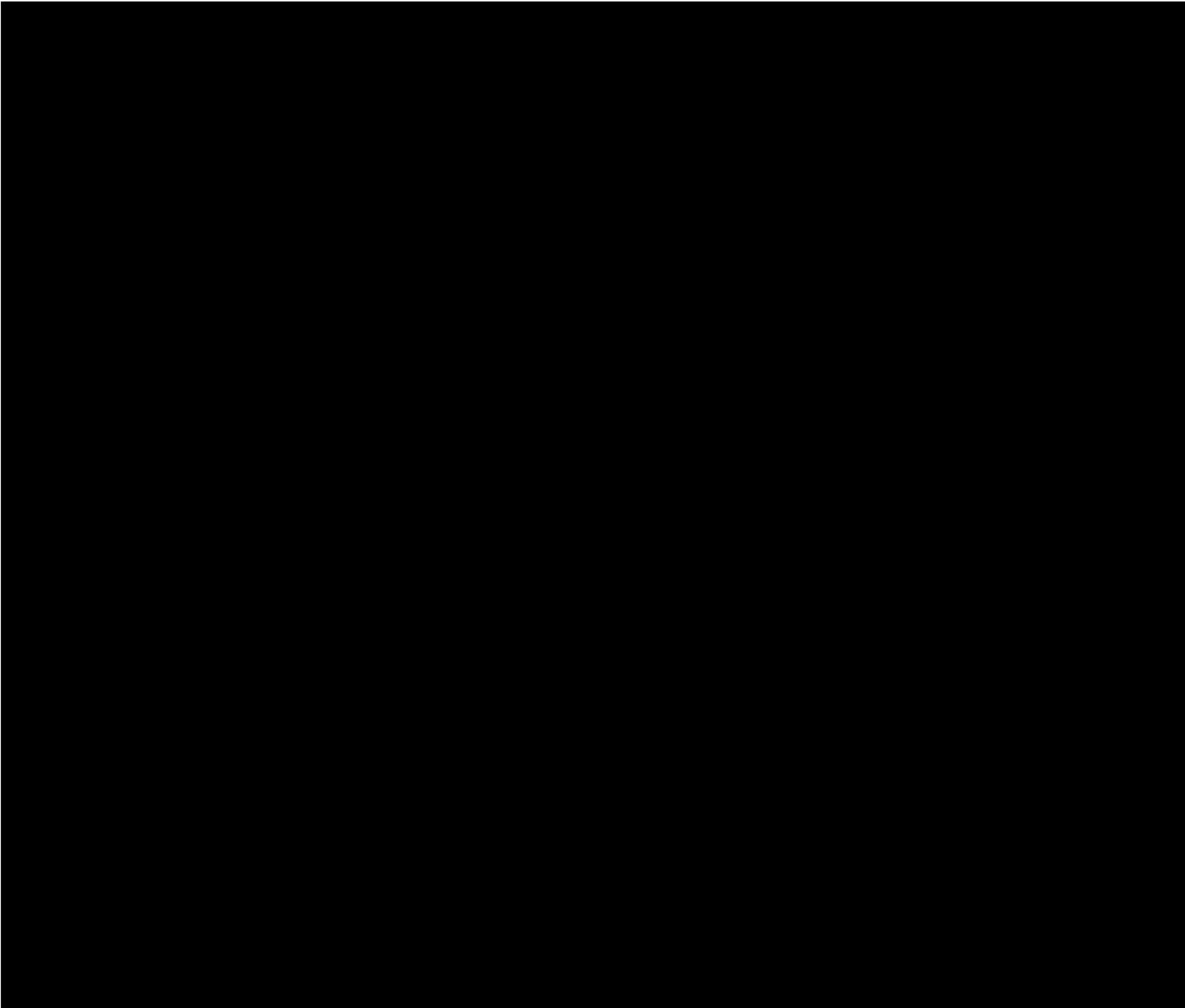
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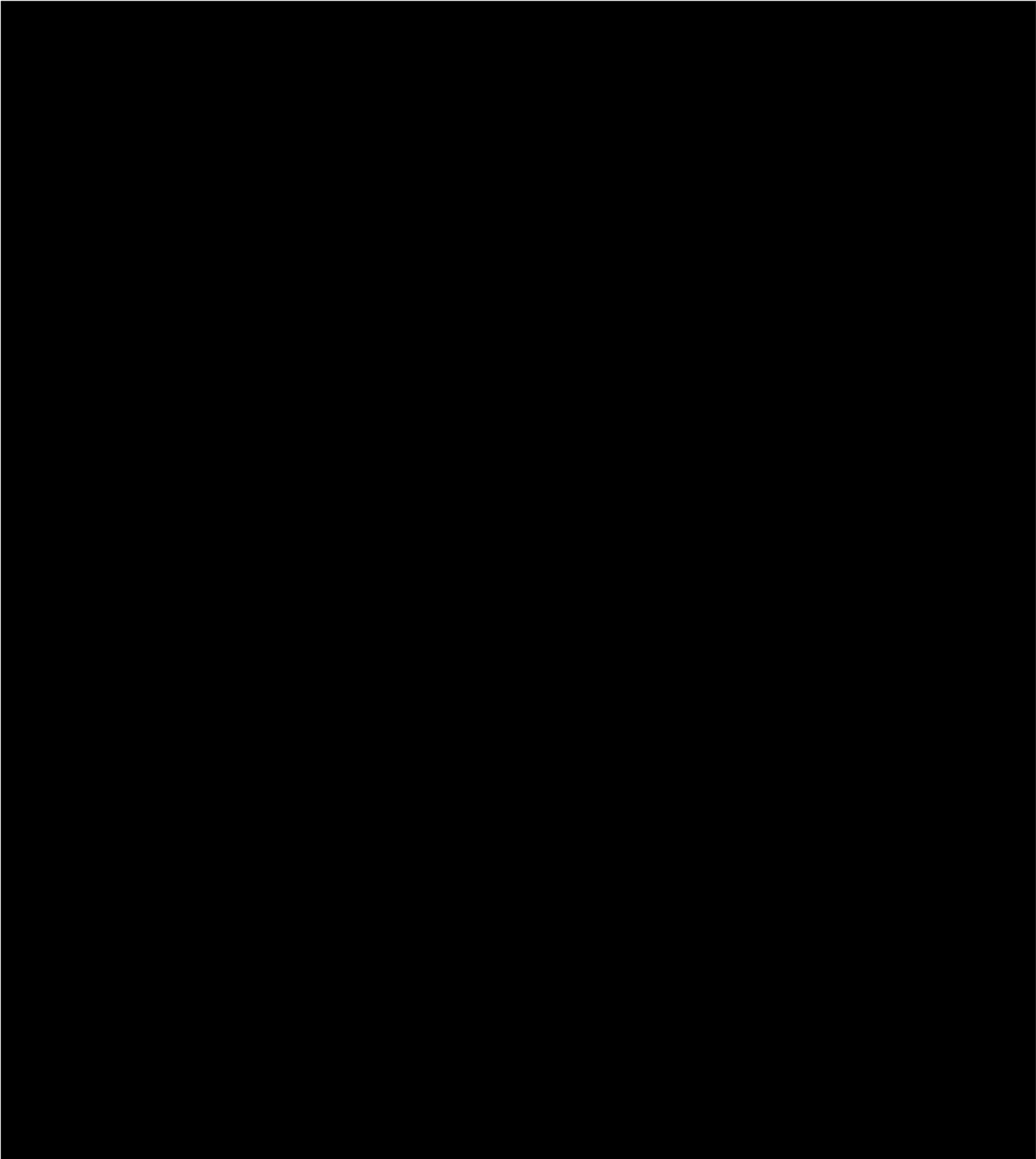
### PART B – THE SCHEDULES

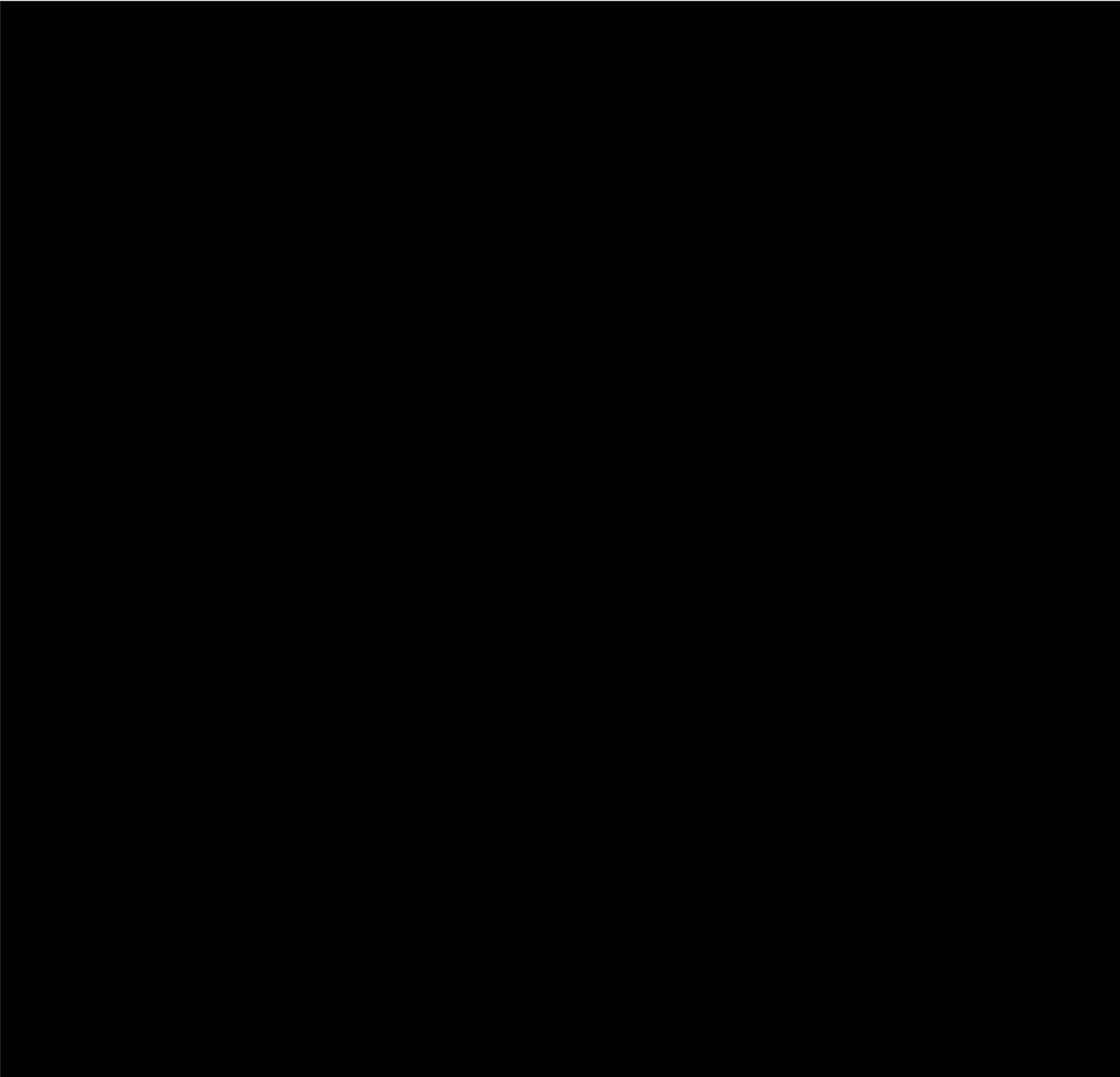
The following schedules are an amalgamation of the Customer's Requirements and the Supplier's submission.

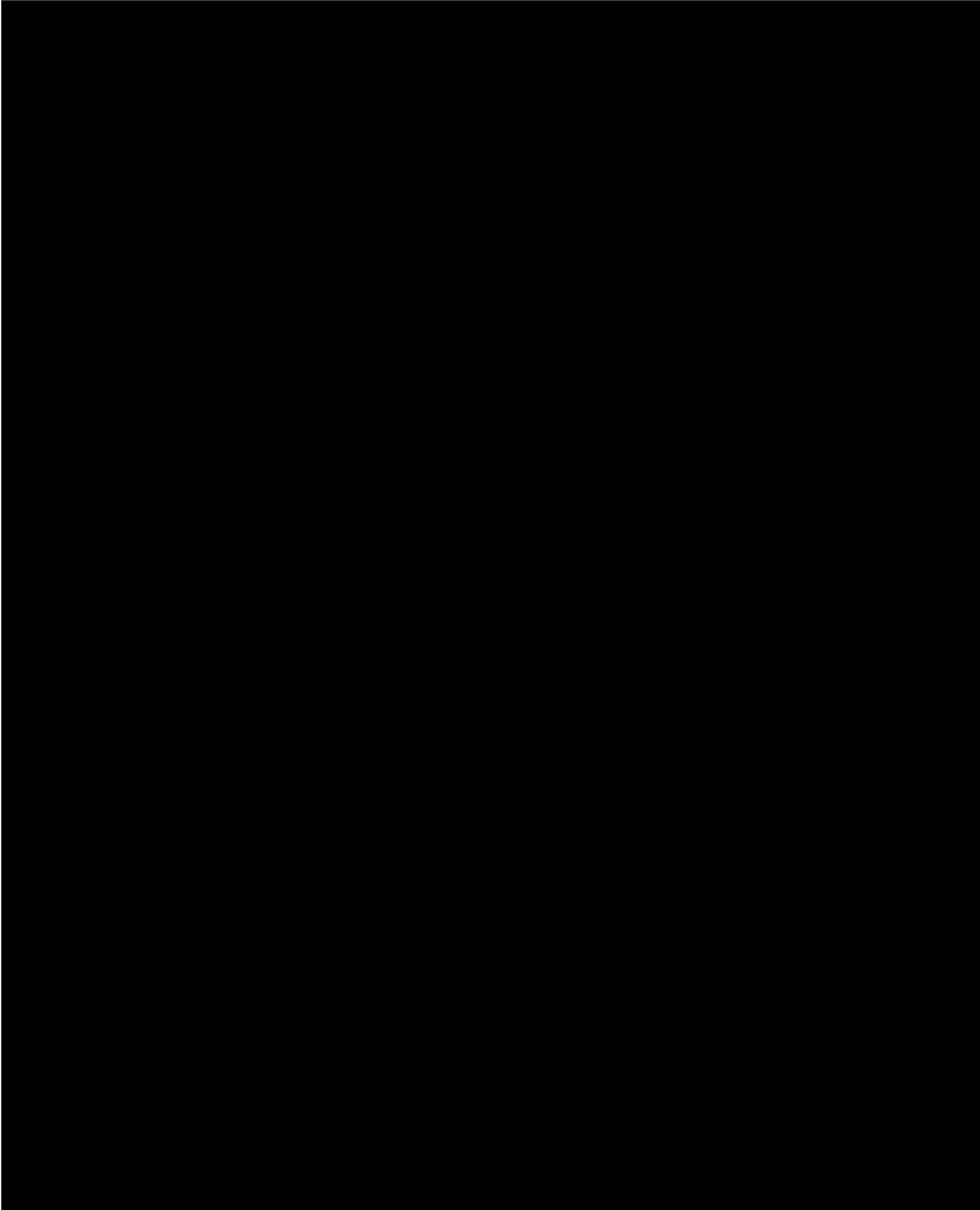
Once agreed and signed by the Parties, CCS will redact any Commercially Sensitive information and publish the contract to Contracts Finder.

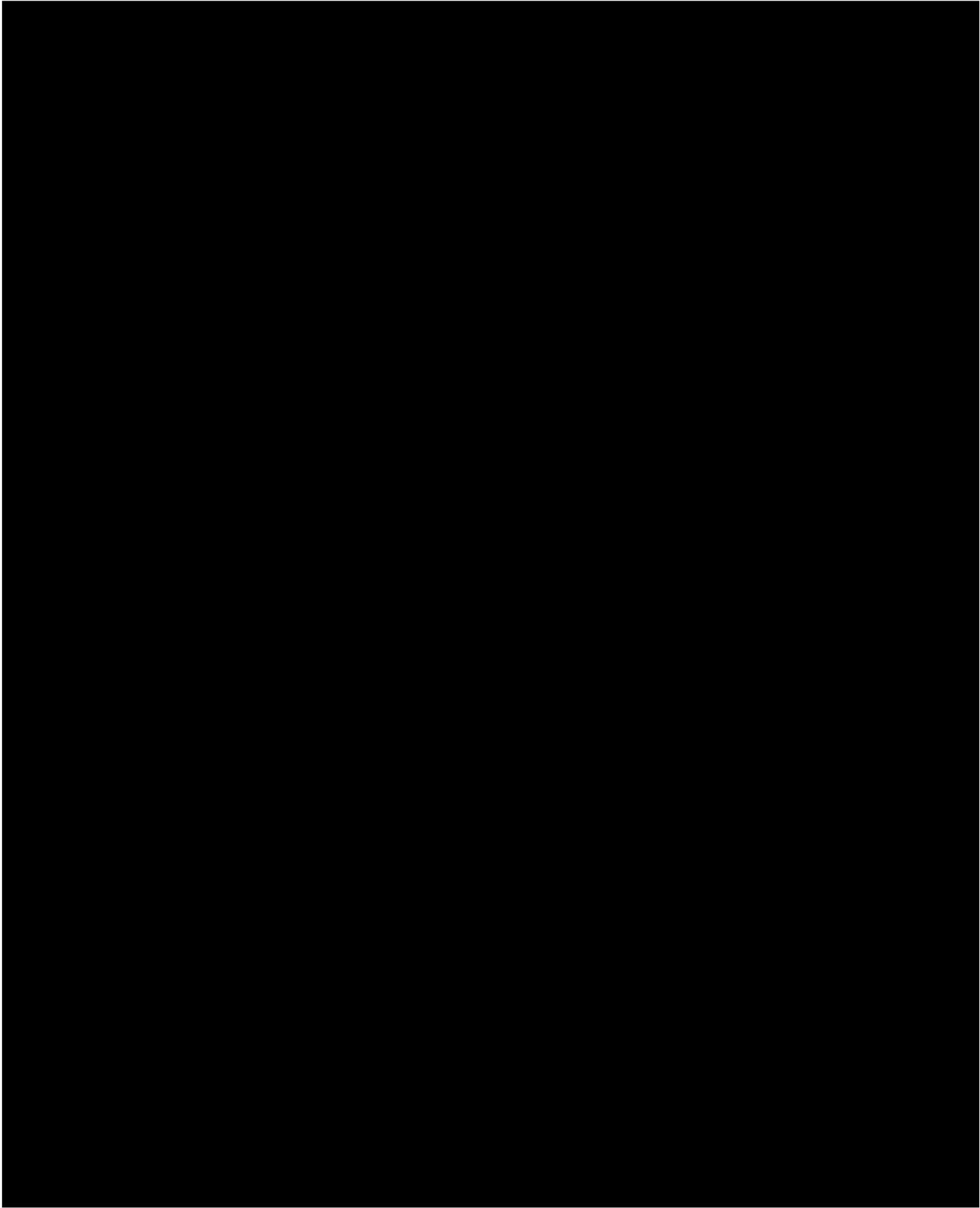
### SCHEDULE 1 – REQUIREMENTS

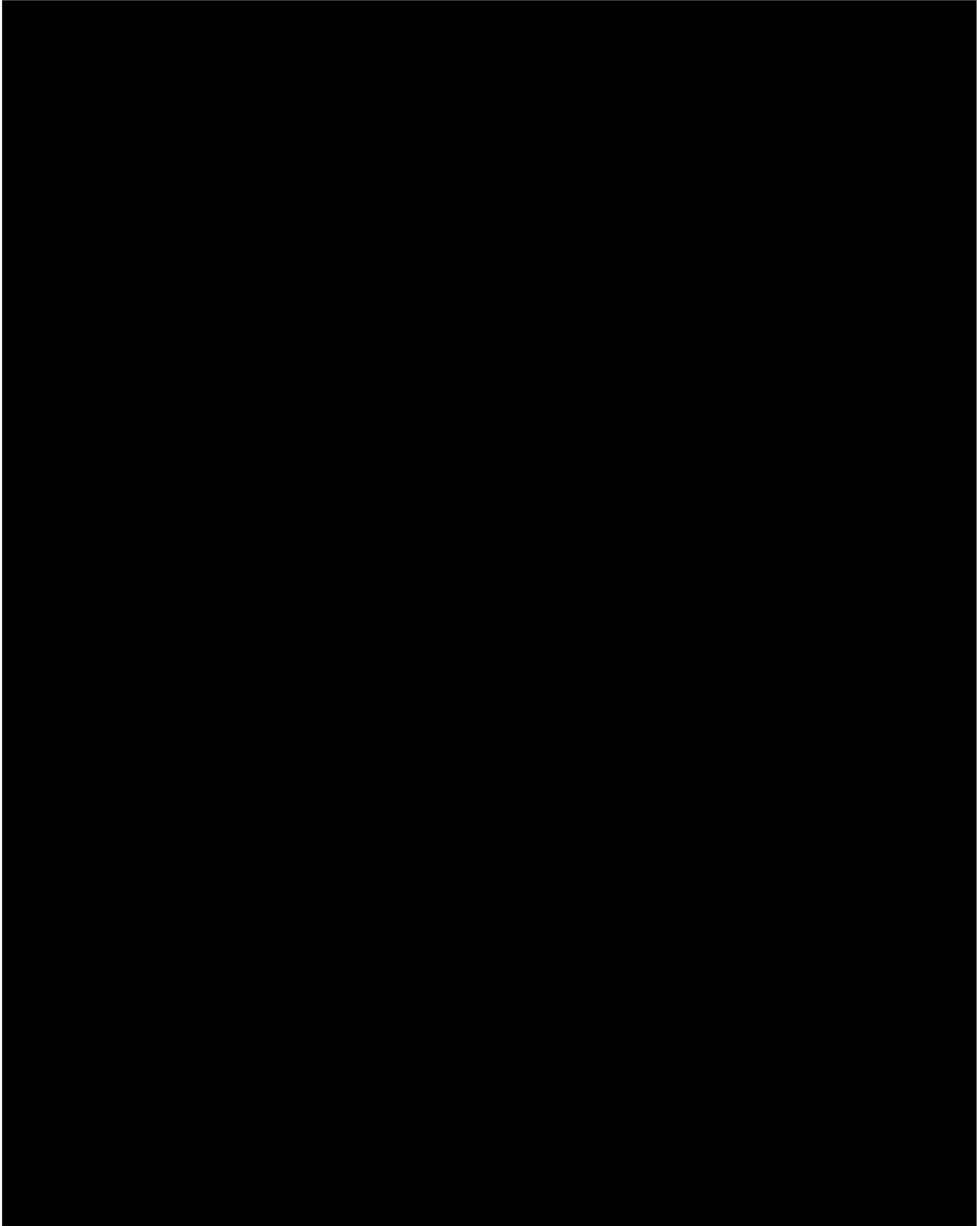


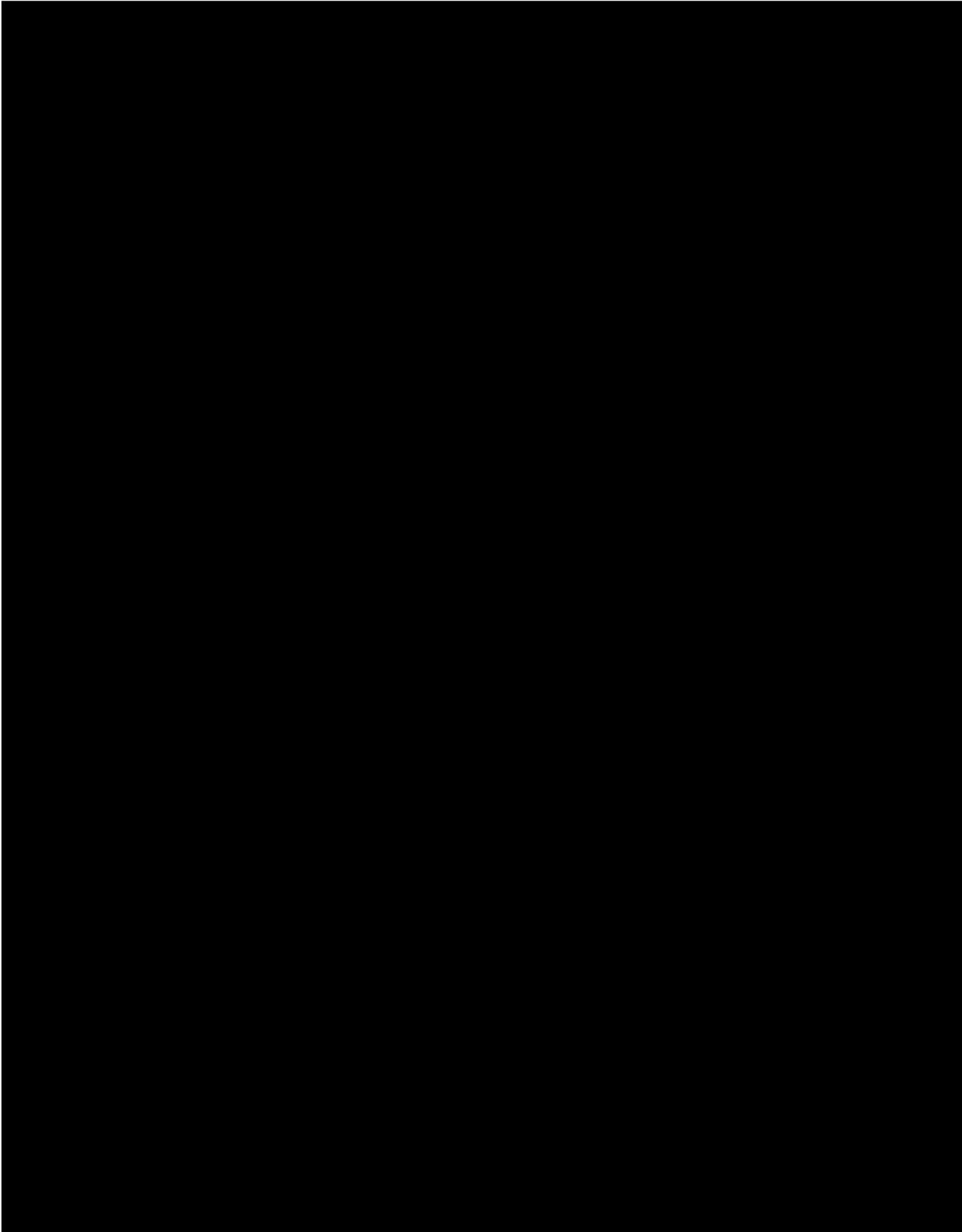


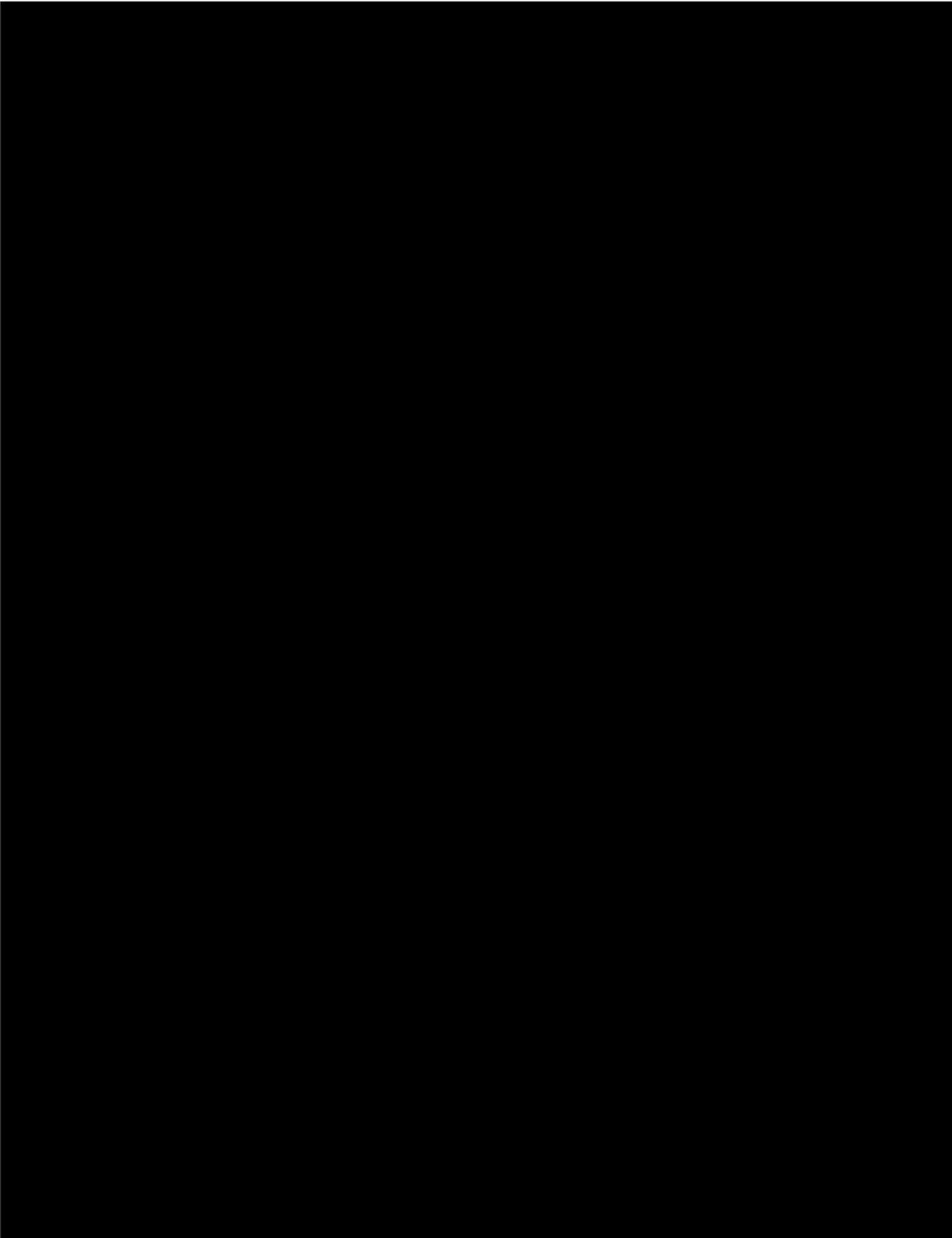


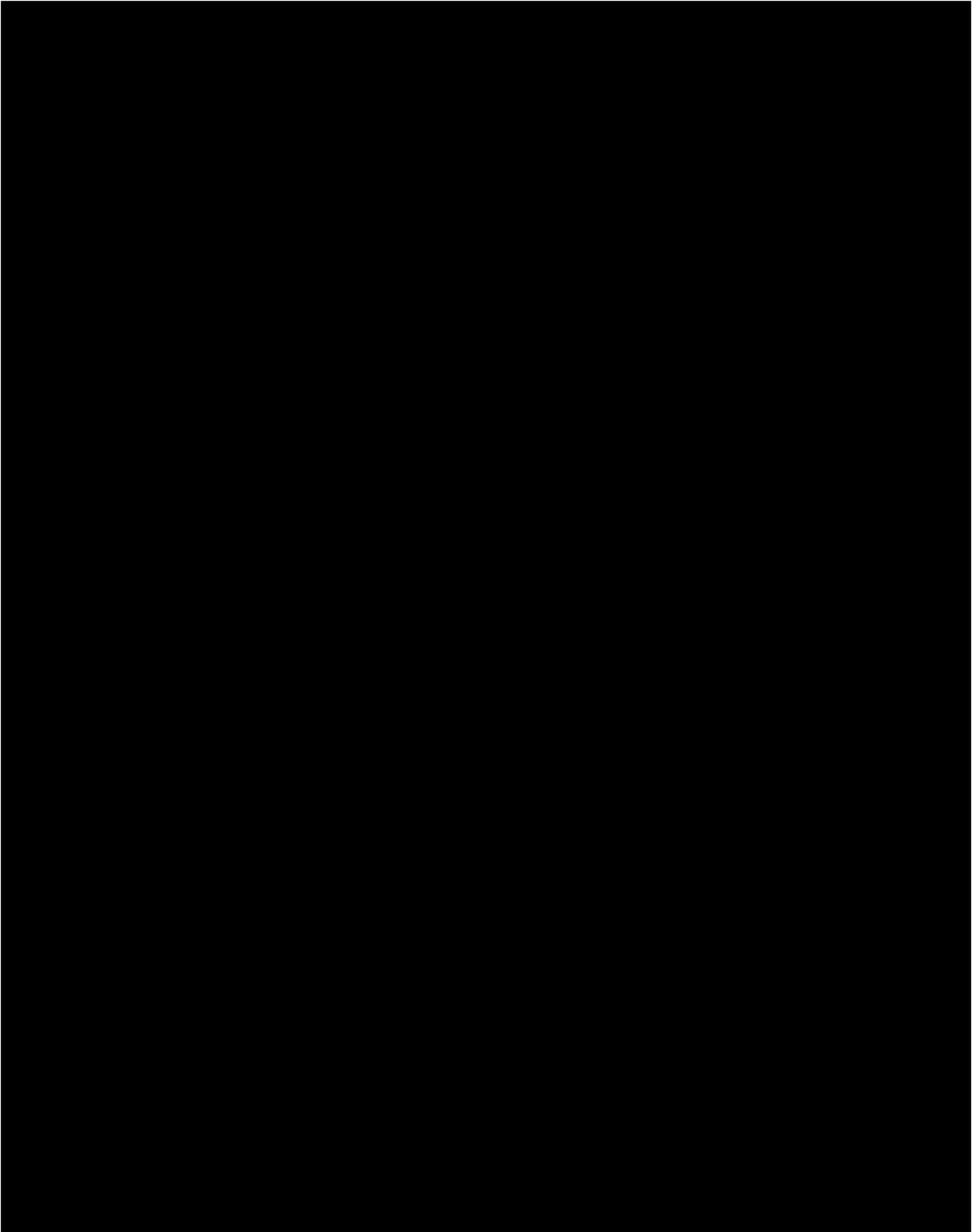


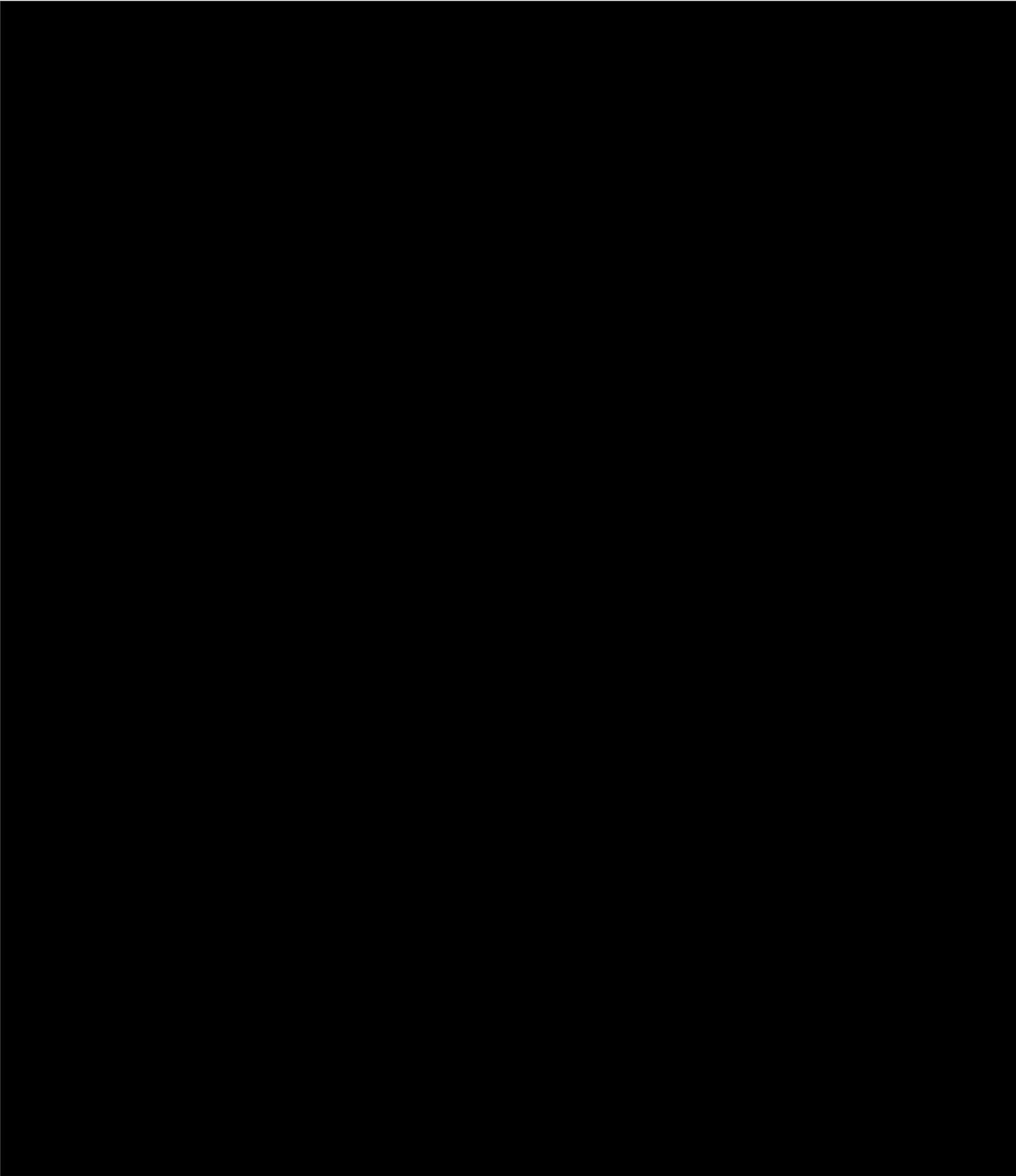




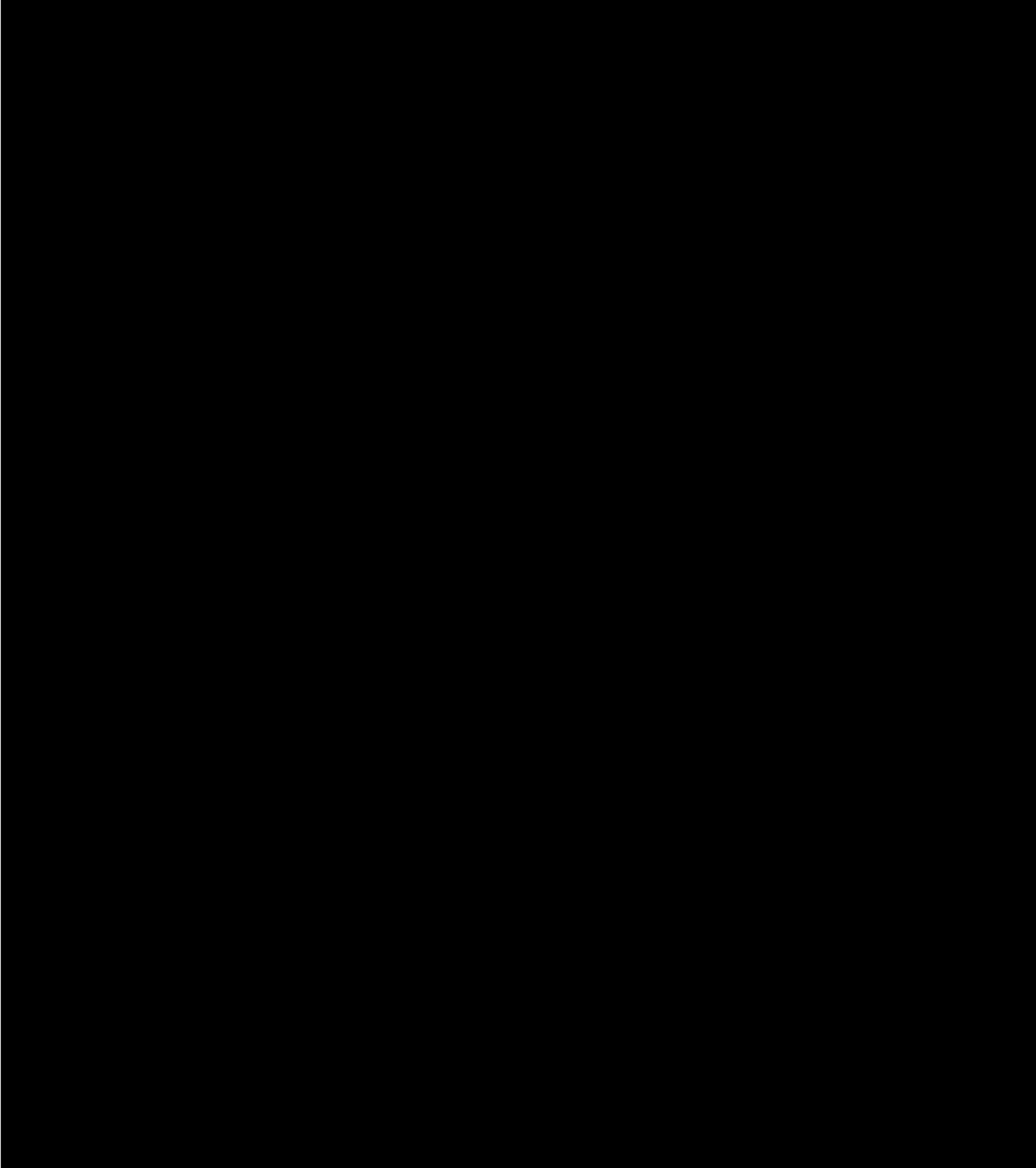


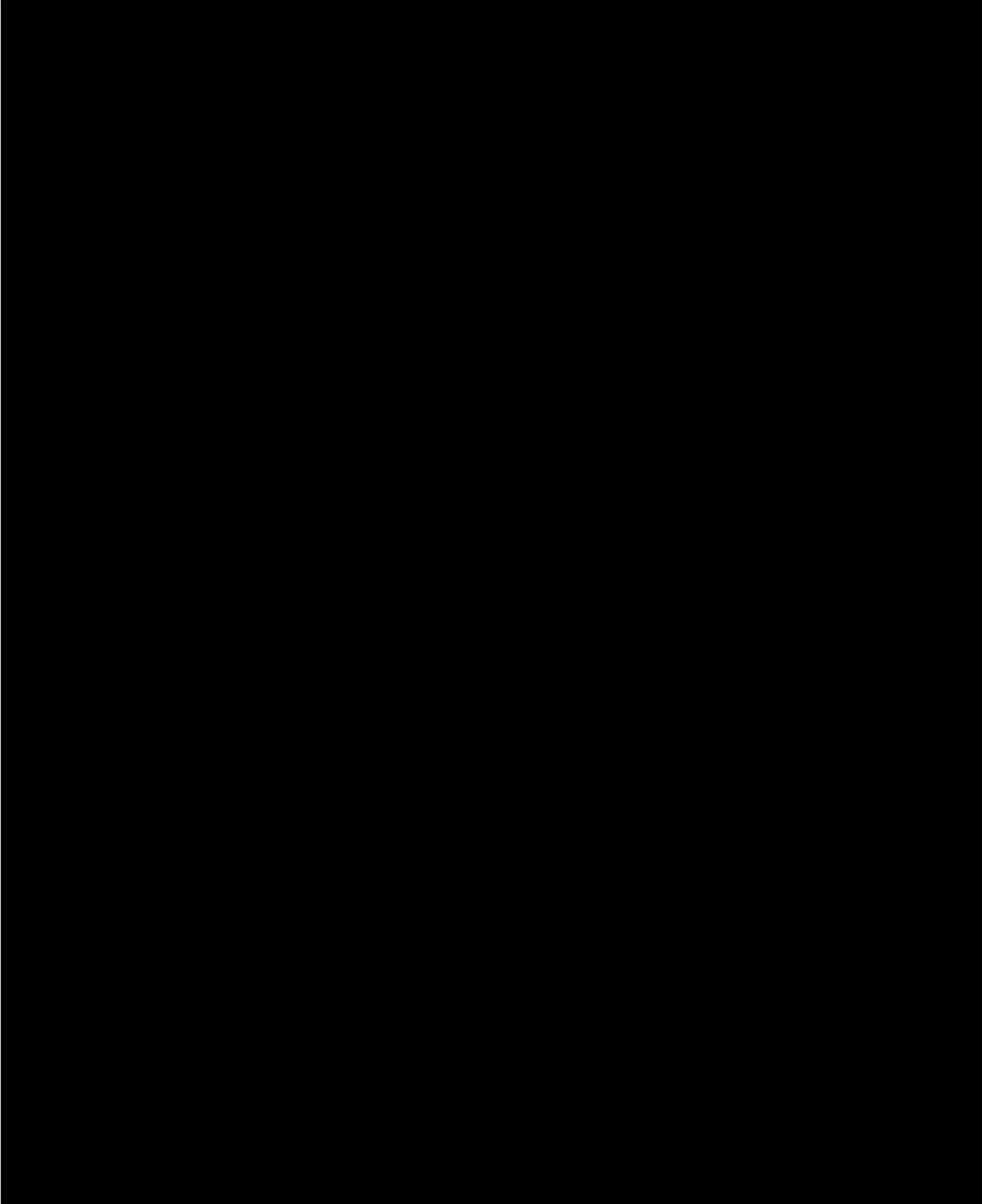


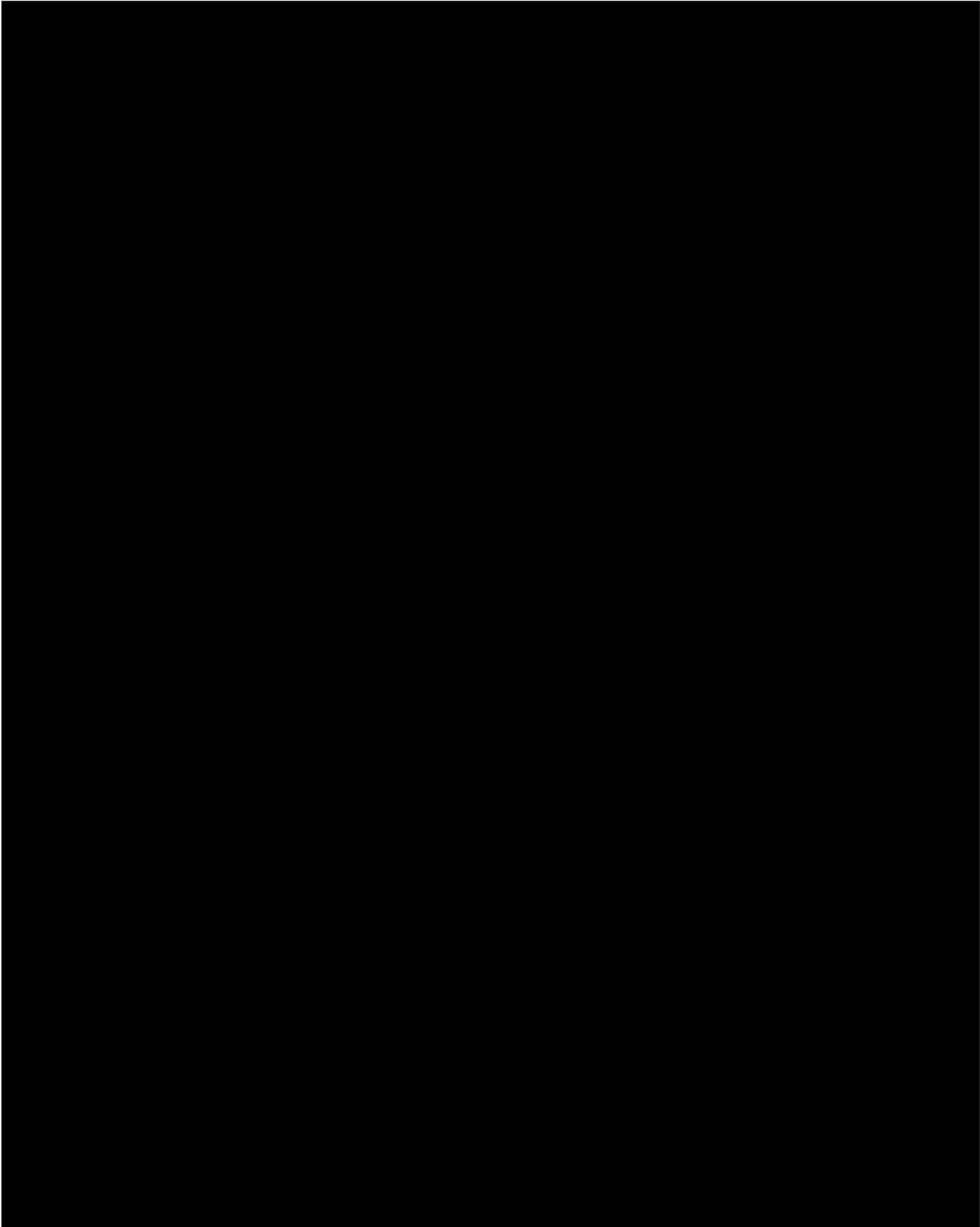


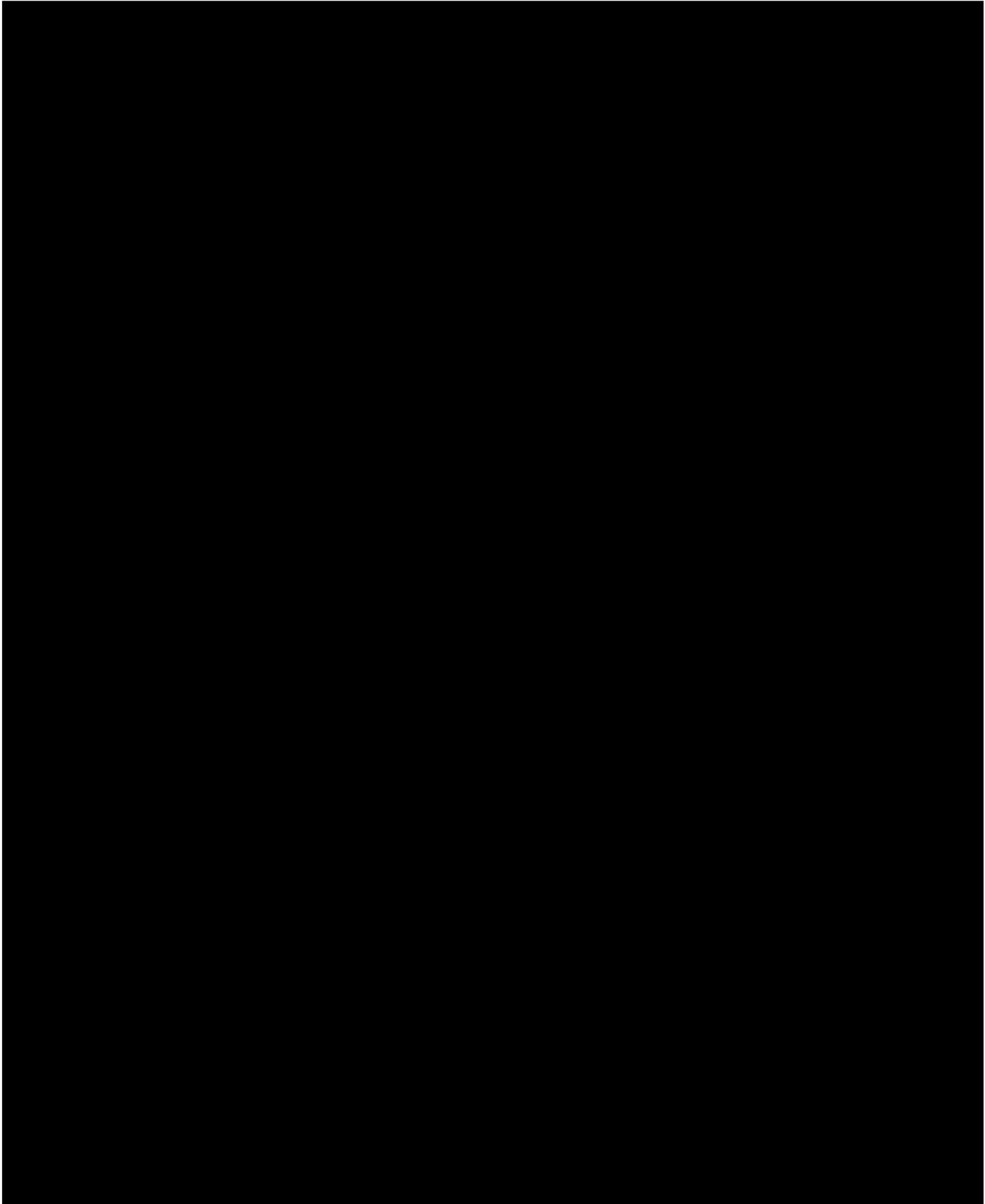


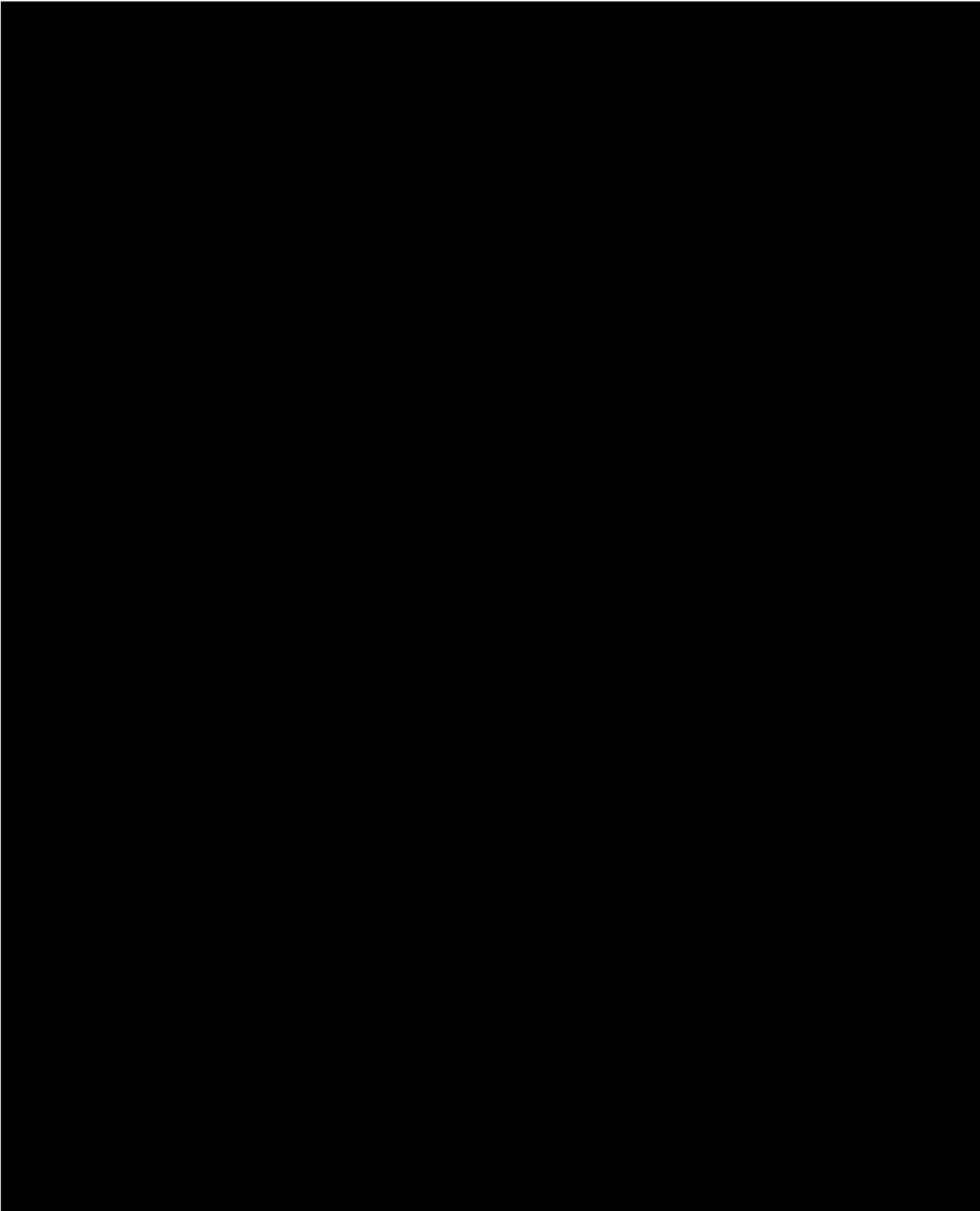
## SCHEDULE 2 – SUPPLIER’S RESPONSE

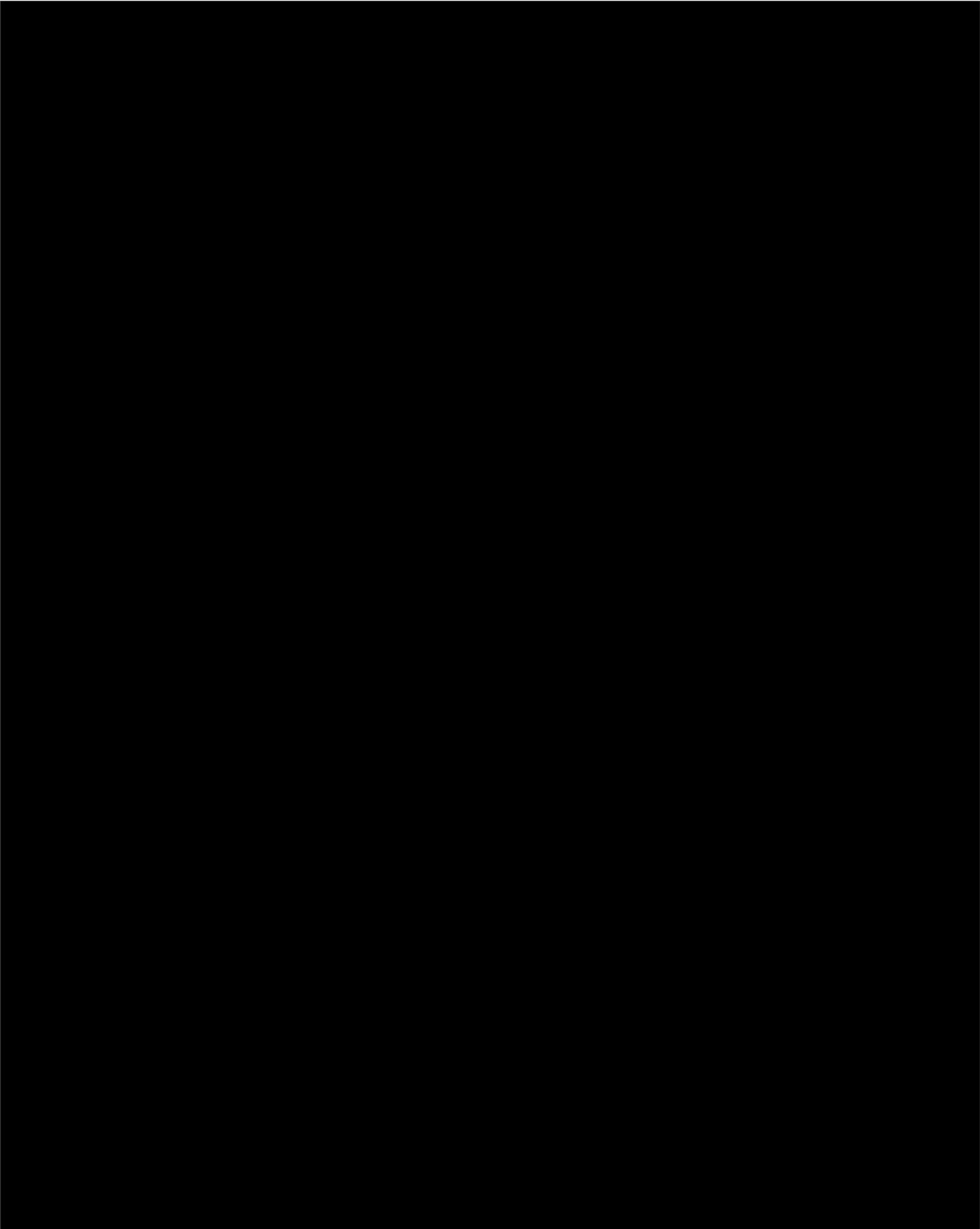


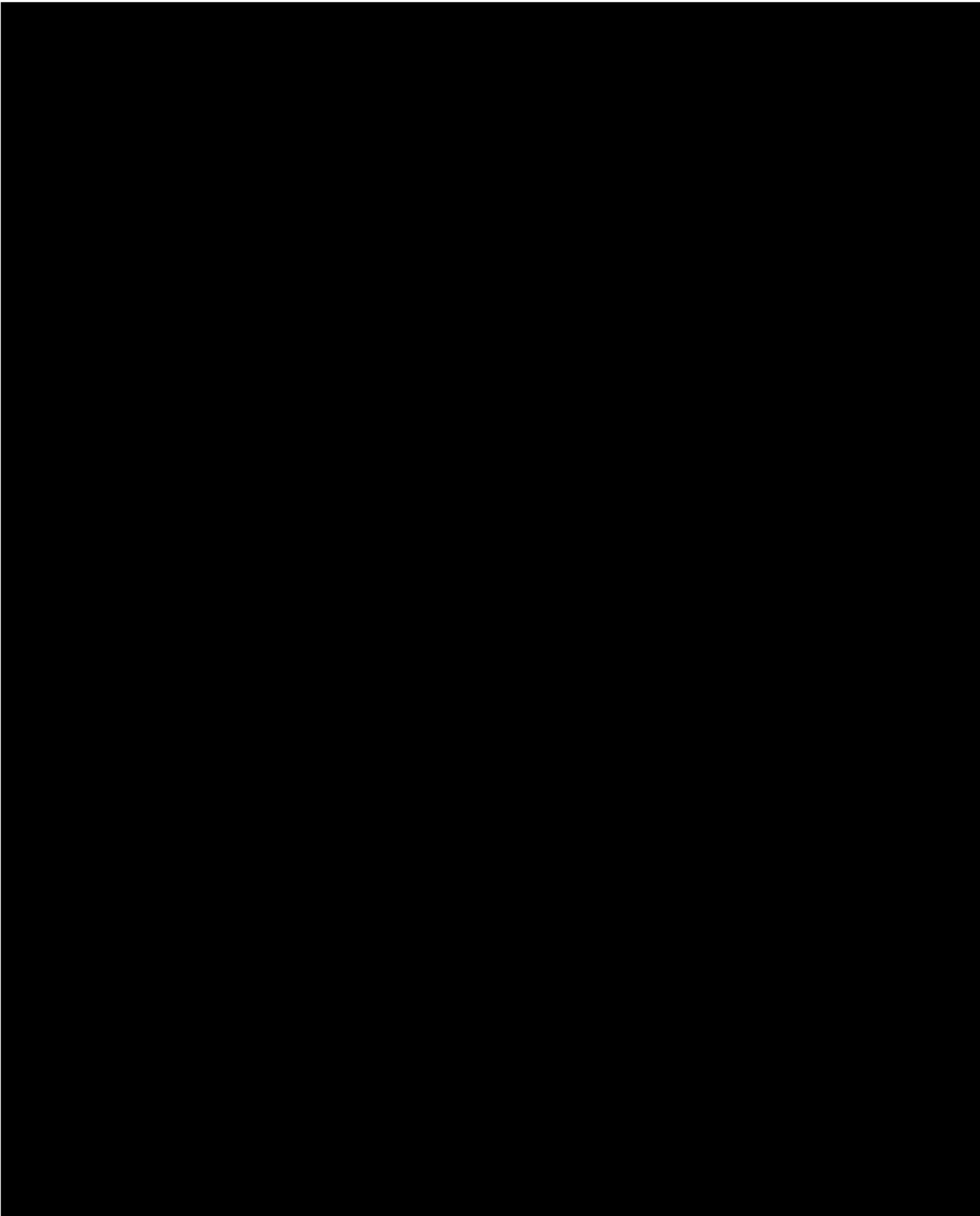


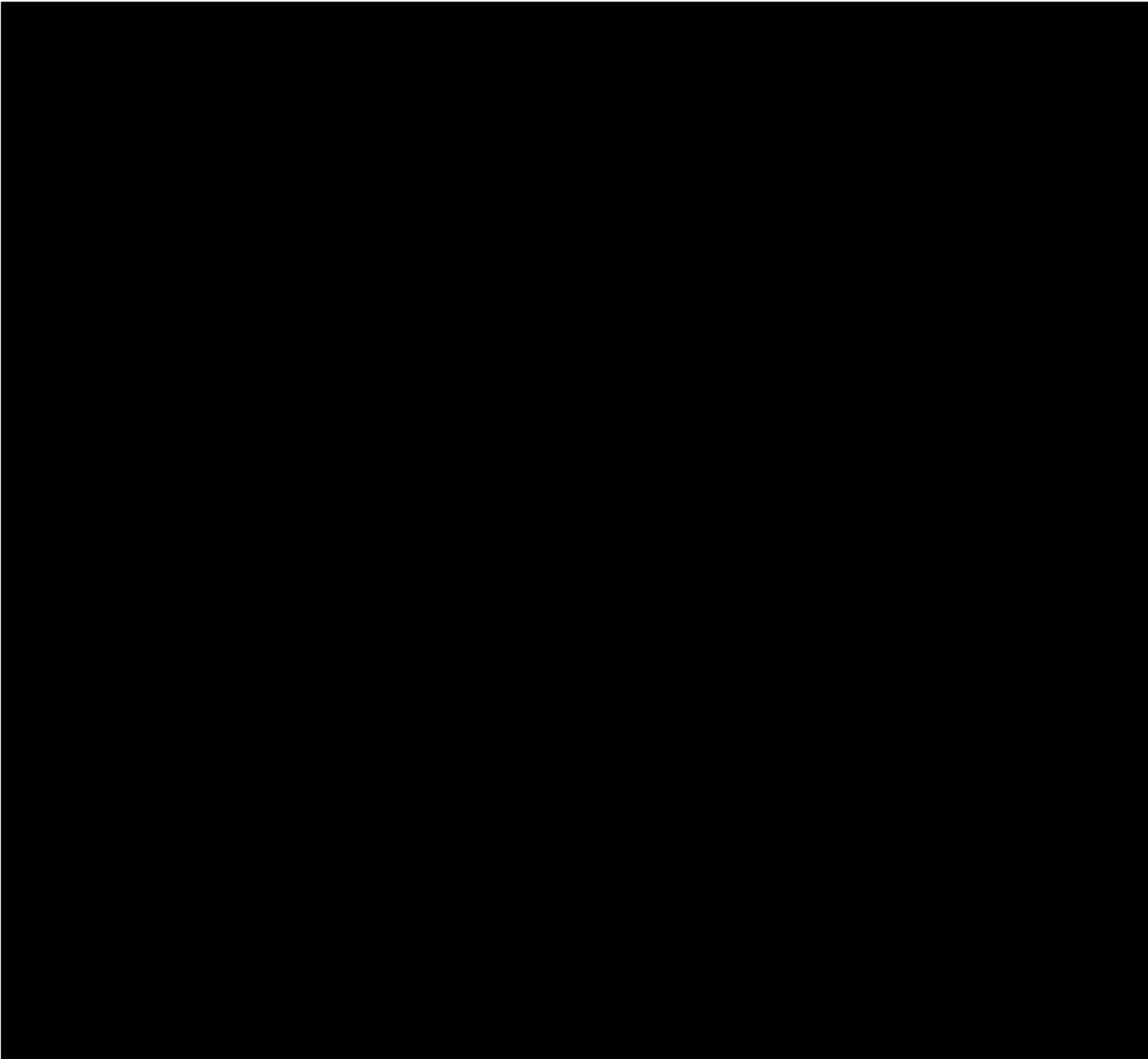












## SCHEDULE 3 – ADDITIONAL CUSTOMER TERMS

### 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

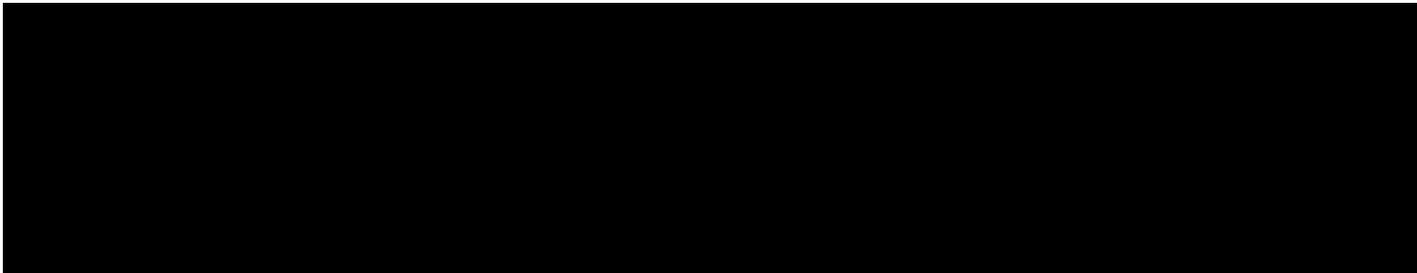
<b>Date of SoW:</b>	28/10/2015
<b>SoW Reference:</b>	DS02-003.1
<b>Departmental customer:</b>	Defence Science And Technology Laboratory (DSTL)
<b>Supplier:</b>	Futuregov Ltd
<b>Release Type(s):</b>	Inception
<b>Phase(s) of Development:</b>	Discovery
<b>Release Completion Date:</b>	11/11/2015
<b>Duration of SoW</b>	1 day
<b>Charging Mechanism(s) for this Release:</b>	Fixed Price

- 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



### 3. DELIVERABLES

Alongside the customer team, the suppliers in partnership will be responsible to assist in delivery of the following:

○ the proposed overall solution architecture, including choice of deployment platform, operating system and technologies selected for each component of the system. The described solution should include assumptions, dependencies, risks and mitigations that are considered important for implementation, e.g. Integration of baleen entity extraction software into the data collection pipeline.

○ the analyst user stories and an initial prioritisation schedule. The project kick-off planning meeting will be an opportunity for the supplier to work with the dstl project team to elicit the key user stories and to derive a first take on the priority of these user stories. There should also be an initial view of the user interface that will allow analysts to interact with the data that is collected. This will also be informed through interaction between the supplier and dstl.

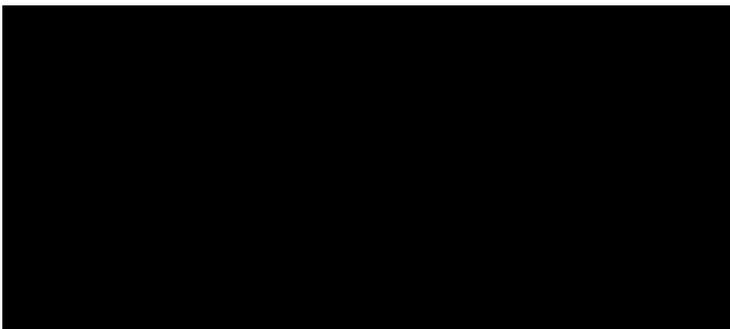
○ the statistical algorithms that will be used for work package 1 and a prioritisation based on importance/benefit provided by the method. There should also be an initial view of the stage, alpha or beta, where each algorithm would be implemented and assessed.

○ a high level plan of the code sprints planned for the alpha and beta phases of development. The plan should include information about the sprint timeline, plans and proposed suitable times for briefing progress to the analyst group, technology solution to be implemented, level of dstl engagement, user stories to be addressed and proposed outputs from the sprint. The outputs will be based on the deliverables' table provided in the original statement of requirement (see schedule 1 of part b earlier in this document). The use of agile development means that some of these details will change during the course of the project and these changes will be agreed between the supplier and dstl.

○ collaborative working arrangement plans, including software version control, issue tracking and access to code base for deployment on dstl systems. The discovery phase should decide on the most effective means of communication between the supplier and dstl. The chosen solution will be tested to ensure that it is fit for purpose for the next statements of work for the alpha and beta phases.

○ an initial plan of the stages where a minimum viable product will exist to support planning for exposing the work to end users for feedback. This will allow dstl to schedule access to mod analysts to assist with the evaluation of the solution that is developed.

Please note



### 4. BALANCED SCORECARD & KPIS

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

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.		

ACME  
Computing



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.	- Some minor behavioural problems.	- Significant behavioural problems
- IPT workshops (such as pulse, think tank, lessons learned) attended and positive contributions made.	- Supplier only attends Some workshops or provides minor contributions.	- Supplier contributions are rare or insignificant and shows little interest in working with other suppliers
- Added Value recognised by the programme above provision of compensated skilled resource	- Supplier adds some value above provision of compensated resource but programme do not regard as significant.	- 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.		

**5. CONTRACT CHARGES**

5.1 CAPPED TIME AND MATERIAL CHARGES  
Unused

5.2 PRICE PER STORY POINT CHARGES  
Unused

5.3 TIME AND MATERIALS CHARGES  
Unused

5.4 FIXED PRICE



**6. SERVICE CREDITS**  
Not applicable

**7. ADDITIONAL REQUIREMENTS**  
Not used

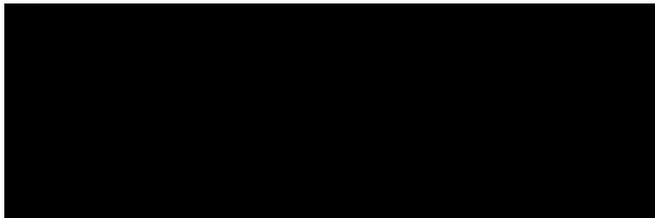
**8. AGREEMENT OF SOW**

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

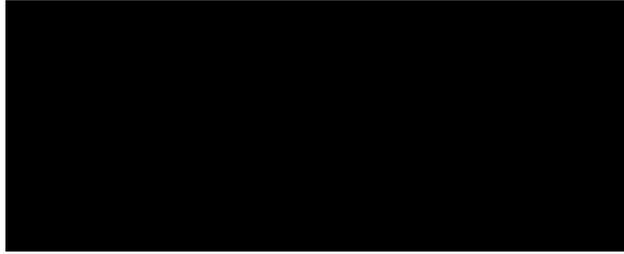
Signature and Date



**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

[Click here to enter a date.](#)

**For and on behalf of the departmental customer:**

Name and Title

Signature and Date

[Click here to enter a date.](#)