



Crown
Commercial
Service

RM 1557vii

G-CLOUD 7

Call-Off Agreement and Call-Off Terms

2016-9 HMCTS Reform Programme -B401

PRJ_739 Con_14108

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

Schedule 2: Call-Off Terms

Effective Date	01/12/2016	Order Reference	IT 14108
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FROM:

Customer	Ministry of Justice (MOJ) " Customer "
Customer's Address	102 Petty France, London, SW1A 2HD
Invoice Address	SSCL, Phoenix House, P.O. Box 769, Newport, South Wales. NP20 9BB. email: enquiries@hmpps.gsi.gov.uk Tel: 0845 010 3502
Principal Contact	Name: [REDACTED] Address: [REDACTED] Phone: [REDACTED] e-mail: [REDACTED]

TO:

Supplier	Digi2al Limited " Supplier "
Supplier's Address	[REDACTED]
Account Manager	Name: [REDACTED] Address: [REDACTED] Phone: [REDACTED] e-mail: [REDACTED]

1. TERM
1.1 Commencement Date
This Call-Off Agreement commences on: 01/12/2016

1.2 Expiry Date

This Call-Off Agreement shall expire on:

1.2.1 30/11/2018; or

1.2.2 the second (2) anniversary of the Commencement Date; whichever is the earlier, unless terminated earlier pursuant to Clause CO-9 of the Call-Off Agreement.

1.3 Services Requirements

1.3.1 This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services utilized by Customer may vary from time to time during the course of this Call-Off Agreement, subject always to the terms of the Call-Off Agreement.

1.3.2 G-Cloud Services

1.3.2.1 Lot1 IaaS Programme Services Design & Development Service 7886 6984 4485 4910 ;

Digi2al Ltd will be providing a mixture of services for multiple projects on both the Common Platform and Reform Programmes. Deliverables per project and unit are otherwise stated on SOW's already received and reviewed. Retention of current services as specified within the payments section 6.3.

1.3.2.2 Lot 2 PaaS N/A;

1.3.2.3 Lot 3 SaaS N/A;

1.3.2.4 Lot 4 N/A;

Specialist G-Cloud Services

1.3.2.5 G-Cloud Additional Services N/A

2. PRINCIPAL LOCATIONS**2.1 Principal locations where the services are being performed**

102 Petty France, London. SW1A 2HD; Rose Court, Southwark Bridge Road, London. SE1 9HS; Southern House, Wellesley Grove, Croydon. CR9 1DY.

3. STANDARDS**3.1 Quality Standards**

Relevant MoJ / CPS quality metrics and standards will be applied. Being evolutionary in nature it is expected that the quality standards will be agreed with the Project Manager during work package preparation.

The CJSCP & HMCTS Reform Programmes use an Agile Methodology, therefore Digi2al will be required to work within Programme Agile Framework using techniques including:

- Sprint based planning and review (2 week sprint intervals) with prioritised backlogs
- Provide End of Sprint demonstrations (Show and Tells) or as required by programme

3.2 Technical Standards

The technical standards required for this Call-Off Contract are The GDS Service manual <https://www.gov.uk/service-manual/agile> as the basis for engagement.

MoJ standards and Policies regarding Open Source, Development Methodology and Application Design will be adopted, as directed by the Buyer.

3.3 Security Standards

3.3.1 MoJ expects all developers to hold a minimum of BPSS Clearance. All developers working on security enforcing controls will be expected to hold current SC clearance.

3.3.2 Developers will comply with all CESG guidance and GPG's that relate to development including but not limited to GPG7, DN6.

4. ONBOARDING / OFFBOARDING

4.1 On-boarding

In accordance with the HMCTS Reform Programme policies.

4.2 Off-boarding

In accordance with the HMCTS Reform Programme policies.

5. CUSTOMER RESPONSIBILITIES

5.1 Customer's Responsibilities

Digi2al Ltd will be working closely alongside the customer as part of a team, and are reliant on MOJ in order to fully understand and meet the user needs of the project. MOJ will need to be involved in:

- setting the overall direction, prioritisation of product backlog,
- helping Digi2al Ltd understand the various users and their needs,
- getting access to real users,
- any on-boarding and induction into the project,
- access to any necessary environments, premises, data, encryptions and security access
- regular meetings with the supplier manager and pro-active resolution of blockers and issues,

- access to and participation in, when appropriate at programme level groups for: technical architecture, business strategy, supplier engagement, department communications.

5.2 Customer's equipment

Provision of a suitable working environment for the delivery of services.

6. PAYMENT

6.1 Payment profile and method of payment

Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method

of payment, e.g. Government Procurement Card (GPC) or BACS

BACS

Indicate preferred payment profile by selecting one from:

6.1.1 Monthly in arrears

6.2 Invoice format

The Supplier shall issue electronic invoices Monthly in arrears. The Customer shall pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph 6.2, the payment profile set out in paragraph 6.1 above and the provisions of this Call-Off Agreement.

6.3 Cost of Service

The total cost of this agreement is **£3,646,335.00**

VAT, as per the below breakdown;

Programme	Digital Service Provision	SFIA Level	SFIA Day Rate	Qty	Agreed Blended Day Rate	Total Cost of Service
Reform	Programme Manager	5	765			
Reform	Product Manager	5	765			
Reform	UX Researcher	5	765			
Reform	UX Designer	5	765			
Reform – Programme	Programme(Specialist)	5	765			
Digital Change Directorate	Service Manager	2	475			
	Total					

Discount Structure.

[REDACTED]

Expenses

All expenses to be incurred will be pre-agreed with Programme Management and based on MOJ expenses Policy.

SFIA Rates

The following table lists the daily rates for Digi2al consultants based on a matrix for Skills for the Information Age (SFIA). The rate table is available for pricing any future programme requirements. The managed service provider in conjunction with the Programme Management teams will determine the operating service hours required to fulfil the programme's needs without the necessity of resources working undue hours. The Core service hours of the consultants are prescribed below, but these will be managed to ensure continuity of service.

- Working Day - 8 Hours exclusive of travel or lunch
- Working Week - Monday to Friday excluding national holidays
- Office Hours - 09:00 to 17:00 Monday through Friday
- Professional Indemnity Insurance - Included in day rate

450	475	450	450	450	450
475	550	475	475	475	475
500	650	500	500	500	500
675	750	675	675	675	675
765	850	765	765	765	765
925	950	925	925	925	925
1100	1100	1100	1100	1100	1100

[REDACTED]

7. DISPUTE RESOLUTION
7.1 Level of Representative to whom disputes should be escalated to: [REDACTED] [REDACTED]
7.2 Mediation Provider Centre for Effective Dispute Resolution.

8. LIABILITY
Subject to the provisions of Clause CO 11 'Liability' of the Call-Off Agreement:
<p>8.1 The annual aggregate liability of either Party for all defaults resulting in direct loss of or damage to the property of the other Party (including technical infrastructure, assets, equipment or IPR but excluding any loss or damage to the Customer Data or Customer Personal Data) under or in connection with this Call-Off Agreement shall in no event exceed £1 million.</p> <p>8.2 The annual aggregate liability for all defaults resulting in direct loss, destruction, corruption, degradation or damage to the Customer Data or the Customer Personal Data or any copy of such Customer Data, caused by the Supplier's default under or in connection with this Call-Off Agreement shall in no event exceed £1 million during the Call-Off Agreement Period.</p> <p>8.3 The annual aggregate liability under this Call-Off Agreement of either Party for all defaults shall in no event exceed the greater of £100,000.</p>

9. INSURANCE
9.1 Minimum Insurance Period Six (6) Years following the expiration or earlier termination of this Call-Off Agreement
9.2 To comply with its obligations under this Call-Off Agreement and as a minimum, where requested by the Customer in writing the Supplier shall ensure that: <ul style="list-style-type: none">- professional indemnity insurance is held by the Supplier and by any agent, Sub-Contractor or consultant involved in the supply of the G-Cloud Services and that such professional indemnity insurance has a minimum limit of indemnity of one million pounds sterling (£1,000,000) for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time;

- **employers' liability insurance** with a minimum limit of five million pounds sterling (£5,000,000) or such higher minimum limit as required by Law from time to time.

10. TERMINATION

10.1 Undisputed Sums Time Period

At least ninety (90) Working Days of the date of the written notice specified in Clause CO-9.4 of the Call-Off Agreement.

10.2 Termination Without Cause

At least thirty (30) Working Days in accordance with Clause CO-9.2 of the Call-Off Agreement.

10.3 Termination of Individual Supplier Team Contracts

The Supplier's delivery team member contracts may be terminated upon 14 working days.

11. AUDIT AND ACCESS

Twelve (12) Months after the expiry of the Call-Off Agreement Period or following termination of this Call-Off Agreement.

12. PERFORMANCE OF THE MANAGED SERVICES.

12.1 The Managed Service.

12.1.1. The managed service provider in conjunction with the Programme Management teams will determine the operating service hours required to fulfill the programme's needs without the necessity of resources working undue hours. The Core service hours of the consultants are prescribed below, but these will be managed to ensure continuity of service.

- Working Day - 8 Hours exclusive of travel or lunch
- Working Week - Monday to Friday excluding national holidays
- Office Hours - 09:00 to 17:00 Monday through Friday

Professional Indemnity Insurance - included in day rate

The Managed Service in conjunction with the Programme Management will determine and agree service levels within the agreed financial framework (Out of hours / overtime, incident / problem management).

12.2 Work Packages

12.2.1 The Work Packages are to be defined in line with the Programme Plans, on an as required basis and authorised by the Supplier and Customer.

12.2.2 If so required by the Customer, the Supplier shall produce within one (1) Month of the Commencement Date a further version of the workpackage in such further detail as the Customer may reasonably require. The Supplier shall ensure that each version of the workpackage is subject to Customer's written approval. The Supplier shall ensure that the workpackage Plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the G-Cloud Services.

12.2.3 The Customer shall have the right to request the Supplier to include any reasonable changes or provisions in each version of the workpackage subject to mutual agreement.

12.2.4 The Supplier shall perform its obligations so as to achieve each workpackage by the workpackage date.

12.2.5 Changes to the workpackage shall only be made in accordance with the Variation procedure as set out in Clause CO-21 and provided that the Supplier shall not attempt to postpone any of the workpackage using the Variation procedure or otherwise (except in the event of a Customer default which affects the Supplier's ability to achieve a workpackage by the relevant workpackage date).

12.3 Service Levels

Service Levels are agreed with the client for each workpackage, to be reported and monitored during delivery. To include some or all of the following:

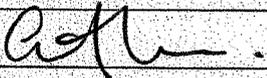
- Digital by default Service Standard - as measured by internal service assessments
- Code Quality - as measured by automated tests and the associated code coverage metrics
- Velocity - as measured by the forecast accuracy and epic/release/sprint burndown analysis
- Continual Improvement - as measured by retrospectives, show and tells and sprint reviews

13 COLLABORATION AGREEMENT

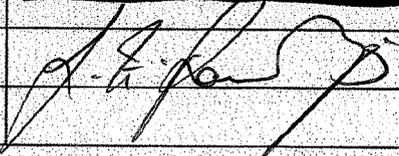
13.1 In accordance with Clause CO-20 of this Call-off Agreement, the Customer will require the Supplier to enter into a Collaboration Agreement.

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide the G-Cloud Services. The Parties hereby acknowledge and agree that they have read the Call-Off Terms and the Order Form and by signing below agree to be bound by the terms of this Call-Off Agreement.

For and on behalf of the Supplier:

Name and Title	[REDACTED]
Position	[REDACTED]
Signature	
Date	12.12.16

For and on behalf of the Customer:

Name and Title	[REDACTED]
Position	[REDACTED]
Signature	
Date	