



Crown
Commercial
Service

DIGITAL SERVICES RM1043ii CALL-OFF CONTRACT

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

PART A – ORDER FORM

PROJECT REFERENCE: DS02-028 LOT 1
CUSTOMER REFERENCE: Automated Track Case Management

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: 04/01/2016
PURCHASE ORDER NUMBER: 10000105679

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:
Ministry Of Justice (MOJ)
102 Petty France , London SW1H 9AJ

TO: the “Supplier”
Agilesphere LLP
OC389602
Creslu House, Woolstone Road, Uffington, Faringdon, Oxfordshire, SN7 7RQ

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: | 04/01/2016 |
| 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: | 04/01/2016 |

2. CUSTOMER CONTRACTUAL REQUIREMENTS

- | | | |
|------|---|--|
| 2.1 | Digital Services required: | For the provision of Agile Resources to provide an end to end service for summary, non imprisonable cases. under the DS02-028 LOT 1 |
| 2.2 | Warranty Period: | 90 Days date of customer acceptance of release |
| 2.3 | Location(s)/Premises: | Southern House, Wellesley Grove, Croydon, CR0 1XG / Rose Court , 2 Southwark Bridge Road, London. SE1 9HS |
| 2.4 | Relevant Convictions: | Unused |
| 2.5 | Staff Vetting Procedures: | HM Govt Baseline Personal Security Standard check as a minimum. Some roles may require SC to be held or obtained together with date cleared or validity. |
| 2.6 | Exit Planning: | See Clause 5. |
| 2.7 | Security Requirements:
(including details of Security Policy and any additional Customer security requirements) | See 2.5 |
| 2.8 | Protection of Customer Data: | The use of Official rated and the use of Programme Development and Test Environments as specified. |
| 2.9 | Standards: | Digital by Default Service Standard |
| 2.10 | Business Continuity and Disaster Recovery: | To work with Programme IA and HaSS teams to support Business Continuity and Disaster Recovery. |
| 2.11 | Liability: | £1,000,000 |
| 2.12 | Insurance: | As per Clause 16 of the framework Agreement RM1043ii:
<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 | Supplier Software and Licences: | Not Used |
| 3.2 | Commercially Sensitive Information: | Pricing should be considered to be commercially sensitive for the duration of the contract |
| 3.3 | Key Sub-Contractors/Partners: | Not Used |

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: | |

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

4.1.2 Invoice information required – e.g.
PO, Project ref, etc.

P.O Number, Sow / Project Reference.

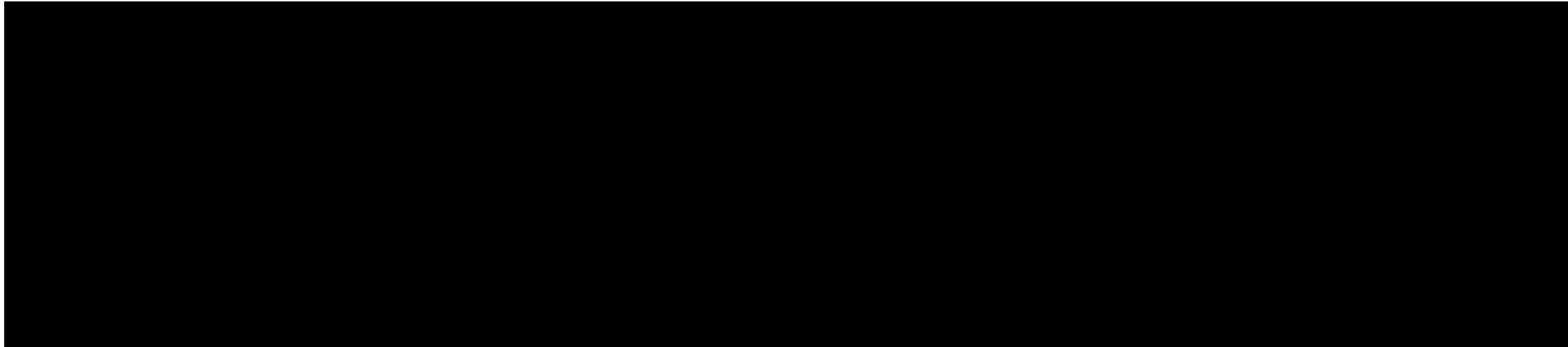
4.2 Invoice Frequency

Monthly in Arrears

4.3 Contract Value:

£1,145,175.00

4.4 Contract Charges:



5. ADDITIONAL AND/OR ALTERNATIVE CLAUSES

5.1 Supplemental requirements in addition to the Call-Off Terms

Timesheets

5.1.1. The Supplier shall submit weekly timesheets to the *Customer's Project Manager* or nominated deputy. The Customer shall use its reasonable endeavours to accept such timesheets within 10 Working Days of receipt.

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

Supplier Responsibilities

5.2.1 The Supplier shall:

5.2.1.1 Co-operate with the Customer in all matters relating to the provision of its Services under this Agreement;

5.2.1.2 Discharge its obligations under this Agreement using Personnel of requisite skill, experience and qualifications with all due skill care and diligence;

5.2.1.3 Obey all reasonable instructions from the Customer relating to the completion and conduct of the Services;

5.2.1.4 Consult and liaise with the Government, without limitation, the Government, the departmental Customers and legacy systems when necessary required by the Customer;

5.2.1.5 Keep and make available to the Customer accurate records of all development, coding and other work carried out in connection with the Services, copies of any or all materials and documents and any data under the Supplier's control which is or has been produced or used in connection with the Services.

5.2.1.6 Provide the Services using the Customer's choice of strategic software tools. Use of alternative software tools must be reviewed and approved in advance by the Customer and must not result in any additional cost to the Customer.

5.2.1.7 The Supplier shall not, and shall ensure that its Personnel shall not, use any equipment, hardware, software, network or system of the Customer for any purpose

without the customer's express prior consent.

5.3 SPECIFIC TERMS:

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

6. FORMATION OF CONTRACT

- 6.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter a Call-Off Contract under Digital Services – RM1043ii with the Customer to provide the Services.
- 6.2 The Parties hereby acknowledge and agree that they have read the Part A - Order Form and the Call-Off Terms and by signing below agree to be bound by this Contract.
- 6.3 In accordance with paragraph S-9 of framework Schedule 4 (Call-Off Procedure), the Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges the receipt of the signed copy of the Order Form from the Supplier within two (2) Working Days from receipt (the "Call-Off Effective Date").
- 6.4 The Call-Off Contract outlines the deliverables and expectations of the Agreement. Order Form outlines any Terms and Conditions amended within the Call-Off Contract. The terms and conditions of the Call-Off Order Form and will supersede those of the Call-Off Standard Terms and Conditions

7. RECITAL

- (A) The Authority undertook a procurement as a central purchasing body on behalf of public sector bodies, to select suppliers, including the Supplier, to provide Digital Services ("the Services")
- (B) The Supplier is a provider of Digital Services and undertook to provide such Services under the terms set out in framework agreement number RM1043ii ("framework Agreement").
- (C) The Customer is entitled to enter into this Contract under the framework Agreement and has completed an Order Form ("Order Form") served by the Customer on the Supplier
- (D) The Customer served an Order Form for Services on the Supplier on the Date Served as stated in the Call-Off Contract clause 1.3 Call-Off Contract Term
- (E) The Supplier confirmed its agreement to the terms of the Order Form and its acceptance of the Order Form and the Parties hereby duly execute this Contract.
- (F) The Parties wish to establish a flexible Call-Off Contract which reflects the Digital Service Design methodologies (<https://www.gov.uk/service-manual>), and close co-operation that will be adopted by the Parties in the delivery of the Services. The intention of the Parties is that the Contract can be terminated by the Customer at short notice without liability for costs of termination and similarly, the Contract will automatically expire if the Parties do not agree to execute a further Statement of Work (SoW).
- (G) The Parties intend that specific instructions and requirements in respect of each Release (or other adhoc Services under this Contract) shall be issued and shall have contractual effect on the execution of an SoW and as agreed by the Parties in the SoW and that payment for Services shall only become due as set out in

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

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:

Programme

The CJS Common Platform Programme will deliver a unified way of working for HMCTS and CPS. It is a business change programme enabled by the introduction of a single jointly owned data base and IT system to replace existing legacy systems. It aims to transform the experience of staff and all those who participate in the criminal case management process, and supports the objective of a modern, efficient CJS. The Programme is a key work stream within HM Courts & Tribunals Service (HMCTS) Reform Programme.

The Programme will deliver a new unified Crime Business Process Model and supporting IT for CPS and HMCTS to enable criminal cases to be managed and progressed more efficiently and effectively, so that:

- Business is transacted at the lowest possible cost per case;
- The right information is available for decision makers to ensure better outcomes;
- There is an improvement in the experience of people across the system, particularly victims and witnesses;
- The independence of decision makers in the system is protected;
- The level of resources required from other Criminal Justice Organisations and partners is reduced;
- There is a consistent approach to information security and sharing across the CJS;
- There is flexibility to respond to policy and legislative changes.

The current state of the Criminal Justice System has been described as cumbersome, with too many complex procedures and paper based working practices, its use of technology lags behind other public services, and is still characterised by unacceptable delays, complexity which leads to blurred accountabilities, and huge amounts of time and effort unnecessarily going into straightforward cases.

The CJSCP Programme will have a profound impact on the whole Criminal Justice System for decades to come. It will transform the way the CJS works by putting in place a fully digital cross-agency operating system, facilitating digital working from the outset of investigations through to the sentencing and rehabilitation of offenders. Deploying the right technology in the right places has the potential to quickly transform criminal justice from a fragmented, paper-based system to a digital service that provides an efficient customer experience which meets the standards the public rightly expect from a modern public service.

The Programme has worked with users across the system to establish a new, unified Crime Business Process Model for the criminal justice process from pre-charge to disposal, making the most of the opportunities for data sharing, automation and standardisation that a new system would offer. Much of the process will be moved to a new digital channel, allowing defendants, victims, witnesses and professional users to interact with the process on-line. Only actions that absolutely must be conducted in the courtroom will be done there.

The common platform represents a huge step forward in the progression of criminal proceedings which, by itself, is a truly significant undertaking. It will act as a 'central hub' that will enable all users to share information and benefit from interacting with it. By doing so, they will adapt and use common standards, driving out inefficiency, delay and

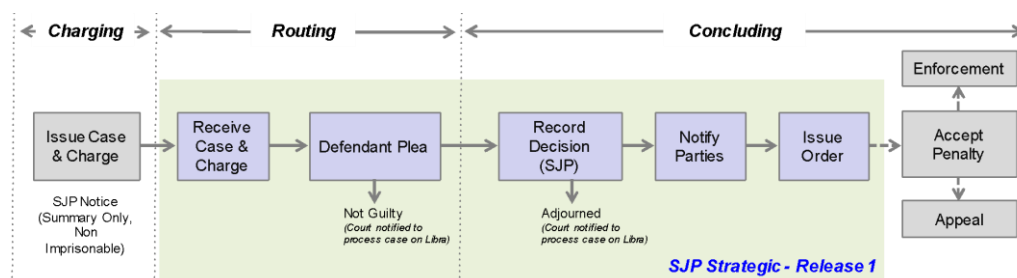
duplication, creating accessibility and transparency of information at the right time and place.

Project

The programme has a requirement to define and deliver a new end to end service for the handling of Regulatory cases (Summon Only, Non Imprisonable - 740k cases in 2014/15 – 394k Motoring & 346k Non Motoring) dealt with under the Single Justice Procedure (SJP) spanning:

- capture of cases from prosecuting authorities,
- obtaining pleas from defendants (online),
- capture of the court decisions for each case, notifying stakeholders (defendant, prosecutor, enforcement)
- production of orders and notices for distribution by post
- cases involving not-guilty pleas (<10%) or any complicating factors would be adjourned under the SJP process for forward progressing using existing court applications (e.g. Libra)

This process is illustrated below:



The delivery approach proposed is based on:

- Discovery: involving a sample set of prosecutors, magistrates' courts and enforcement
- Alpha: focusing on delivery of a Minimal Viable Product, for a single prosecutor with simple cases, offences and court results (e.g. Transport for London (TfL), fare evasion)
- Beta: focusing on technically scaling product and extending to support additional prosecutor types e.g. DVLA, Police through additional mini discovery, alpha, beta iterations as appropriate
- Live: transition to live service and phased deployment across all SJP prosecutors and cases

The following principles have been defined to guide the implementation:

- pilot with thinnest strand of end-to-end business process, that adds value
- design with no dependency on legacy applications
- minimum impact on 3rd Parties (Prosecutors / Enforcement) through use of existing data standards
- convergence towards the programme Strategic Architecture (Business / Technology / Infrastructure)
- interface with the existing online Make a Plea (Defendant Plea) service
- reuse or build on learning from relevant existing delivery where practical (IdAM, DMU, Steel Thread)
- design and implement to readily enable roll out across all SJP prosecutors and court locations

In line with the first principle identified above, it is proposed to implement the initial pilot (alpha) solution for TfL cases:

- single defendant
- single, non-imprisonable offences
- relatively small case load (c. 10k p.a.)
- 99% of cases relate to 6 offence codes
- minimal case management needed (withdraw case)
- basic requirement for electronic notification (plea & decision)
- simple mechanism to receive cases (CSV file)
- simple requirement for production and distribution of court orders
- no involvement of CPS, Defence Solicitors, Victims, Witnesses (for cases with guilty or no plea)

CURRENT ROLES AND RESPONSIBILITIES:

Role	Responsibilities
Programme Manager	Responsible for the development and leadership of the national business change function within an area of the CJSCP Programme
Business Product Owner	Responsible for the business aspects of the delivery, on-going success and continuous improvement of one or more digital products and/or platforms.
Project Manager	Responsible for leading and managing the implementation of a project within the CJS Common Platform Programme.
Agile Coach	Responsible for the implementation of agile working practices and adherence to GDS Digital by Default standards
Business Architect	Responsible for the definition and assurance of the business architecture of projects within the context of the overall CJSCP programme. Works closely with the project Business Product Owner, Business Analyst and lead developer across a cluster of projects.
Programme Technical Architect	Responsible for the definition and assurance of the technical architecture of projects within the context of the overall CJSCP programme.
Information Assurance	Responsible for the identification of the Information Assurance requirements of a project within the context of the programme and production of associated documents for acceptance of the delivered products by the Senior Information Risk Owner (SIRO).
Business Analyst (Reform)	Responsible for collaborating with the project Business Analyst to ensure alignment with related business changes being implemented under the Reform programme.

REQUIRED OUTCOMES:

The following key outcomes required from the project include (but not limited to):

- Discovery Phase:
 - Undertake User Needs Research and Analysis,
 - Define Users Stories (including functional, non-functional, HMCTS Reform, Enforcement, Management Information, Transition, System of Record, Reference Data, aligned with Unified Business Process Model),
 - Define User Journey(s),
 - Prototype Screens (flow, layout, data),
 - Define High Level Solution and Technical Architecture (including integration with Online Plea Service, Enforcement Service, Reference Data, core case management services),
 - Develop Product Roadmap,
 - Define Sprint Plan for Alpha phase,
 - Undertake CJSCP Discovery gate assessment prior to commencing Alpha.
- Alpha Phase:
 - Deliver pilot service for use with TfL cases (including supporting production of information assurance case),
 - Update Product Roadmap,
 - Define Sprint plan for Beta phase,
 - Undertake GDS/CJSCP Alpha gate assessment.
- Beta Phase:
 - Scale application to meet GDS Beta Assessment criteria,
 - Extend product capability to supporting additional prosecutors (including DVLA & Police),
 - Sprint and delivery plan for Live
 - Undertake GDS/CJSCP Beta gate assessment prior to commencing Live phase;
- Live Phase:
 - Scale application to meet GDS Live Assessment criteria,
 - Extend use to additional early adopter prosecuting authorities (e.g. DVLA and a Police Force),
 - Define plans for National rollout,
 - Undertake GDS/CJSCP Live gate assessment.
- Post Live
 - National rollout across all SJP cases, prosecutors and relevant court locations.

REQUIRED CAPABILITIES AND OUTCOMES OF THE SUPPLIER:

Required Capabilities, Outcomes and Experience of the Supplier	
Capabilities and Roles	Outcomes
Delivery Manager	<p>The Delivery Manager is responsible for the day to day running of the agile software delivery team, in line with agile scrum principles. The role will have specific skills and experience, including:</p> <ul style="list-style-type: none"> • Qualified Scrum Master with 5 years experience in client facing (not internal development) teams • experience of working in a continuous integration environment • be willing to work within the constraints of a pre-defined SDLC • experience of BDD, TDD, MoSCoW, User Stories, Story Points and working in environments with multiple scrum teams. • a capable and confident facilitator • focused on removing blockers and delivering working software in line with business owners direction <p>They will:</p> <ul style="list-style-type: none"> • work with the Business Product Owner to establish and maintain a roadmap and sprint plans for the product to be delivered based on a backlog of prioritized user stories • lead the collaborative, dynamic planning process - prioritising the work that needs to be done against the capacity and capability of the team • ensure all products are built to an appropriate level of quality for the stage (alpha/beta/production) • actively participating in the Delivery Manager community, sharing and re-applying skills and knowledge and bringing in best practice.
Agile Business Analyst	<p>The Business Analyst will be familiar with a range of digital / web services solutions and have skills and experience in agile development methodologies. They 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. They will need an eye for detail, excellent communication skills and be able to interrogate reported information and challenge sources where inconsistencies are found. During this engagement they will work as part of the project team following direction, guidance and approach set by the programme Head of Business Architecture Practice. The Business Analyst will undertake activities to:</p> <ul style="list-style-type: none"> • User Stories - deliver and maintain a prioritized backlog of user stories in JIRA (covering functional and non-functional requirements), through stakeholder workshops, in sizes capable of being delivered in a single sprint • Domain Modeling – define business terms (dictionary) and narratives as part of a Domain Driven Design methodology • Release Product Planning - collaborate with the Business Product Owner and Delivery manager to size the user stories and inform sprint plans and product development cycles • Product Development - support the development teams through undertaking research and analysis to elaborate the user stories and business process • Programme Alignment – support the Business Architect to Align the detailed project user stories with the relevant programme epics • Interaction Design - collaborate with the User Researcher and Designer (User Interaction) to ensure quality and alignment with user

	stories.
Digital Performance Analyst	<p>Digital Performance Analyst works to specify, collect and present the key performance data and analysis for their service. They will have skills including:</p> <ul style="list-style-type: none"> • familiarity with data analysis, web analytics and visualisation tools essential e.g. Google Analytics, Google Refine, Tableau etc • experience of providing performance analysis and recommendations on digital public services <p>Additionally the role will:</p> <ul style="list-style-type: none"> • support the service manager to make sure their service meets the performance requirements set out in the Digital by Default Service Standard • communicate service performance against key indicators to internal and external stakeholders • ensure high-quality analysis of departmental transaction data • support the procurement of the necessary digital platforms to support automated and real-time collection and presentation of data • share examples of best practice in digital performance management across government • identify delivery obstacles to improving transactional performance in departments and working with teams to overcome those obstacles

THE METHODOLOGY:

The CJS Common Platform Programme has adopted the methodologies defined by the Government Digital Service as a basis for delivery. The document attached below is a summary of sections from the Government Service Design Manual <https://www.gov.uk/service-manual>. The work undertaken on the ATCM project is expected to follow the principles as defined within.

The resources provided must be highly collaborative as a team, experienced in modern development practices (e.g.: agile/XP/lean, CI/CD, config-as-code, DDD) that can solve business problems through software development, focusing on both user-need and the non-functional requirements.

They will engage with different facets of the business to discover what good enough quality software, and stable systems mean in context. They will work in parallel with other teams to provide an emerging digital platform.

They will integrate their code early and often, using tests, automation and staged pipelines to get early confidence of changes, to allow them to push code towards other teams without delay, and with confidence, to allow for fast feedback in use.

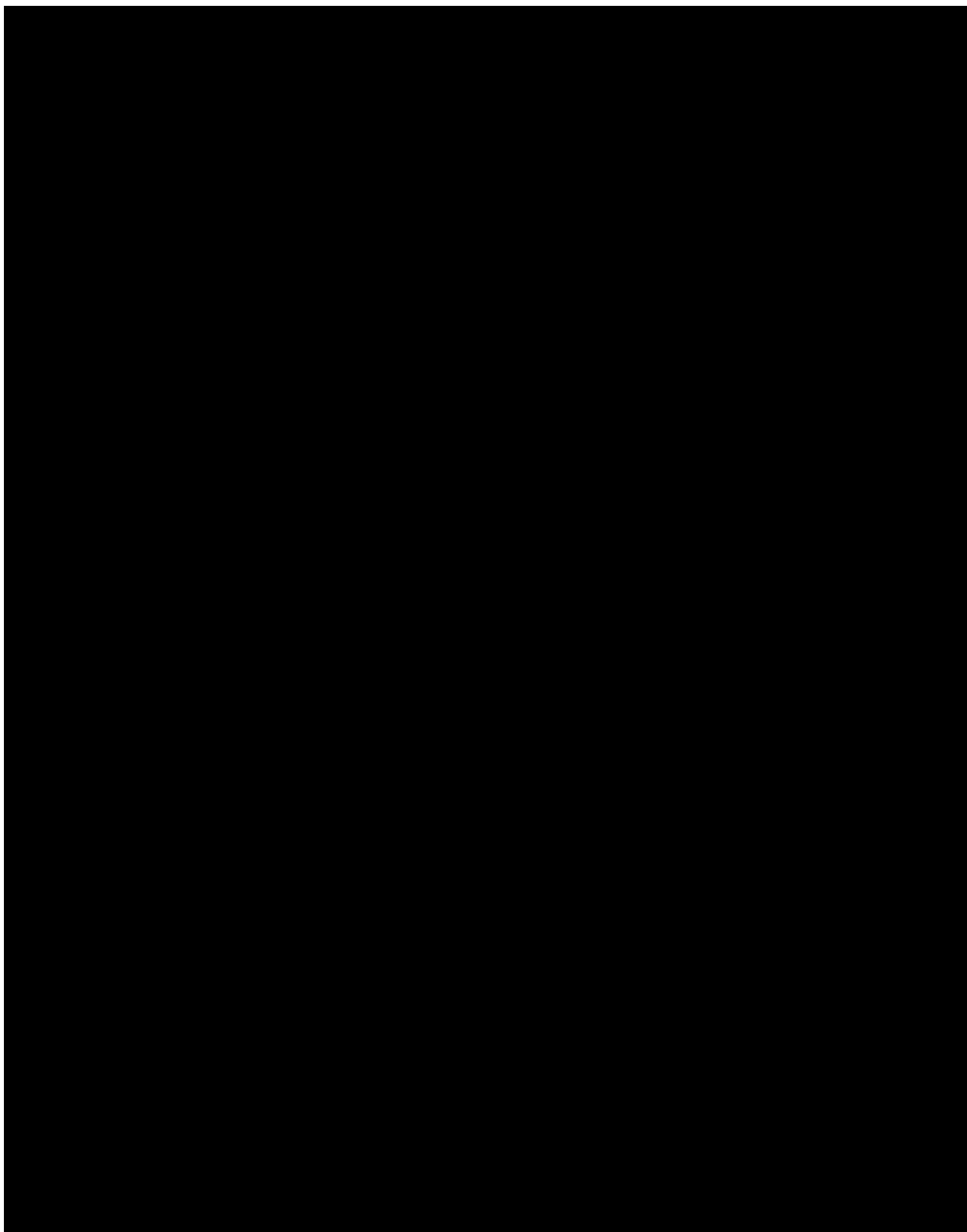
They will adopt and adapting existing patterns, practices and delivery framework, and use a Domain driven/JIT/emergent design methods to produce working systems incrementally that can be evaluated for fitness.

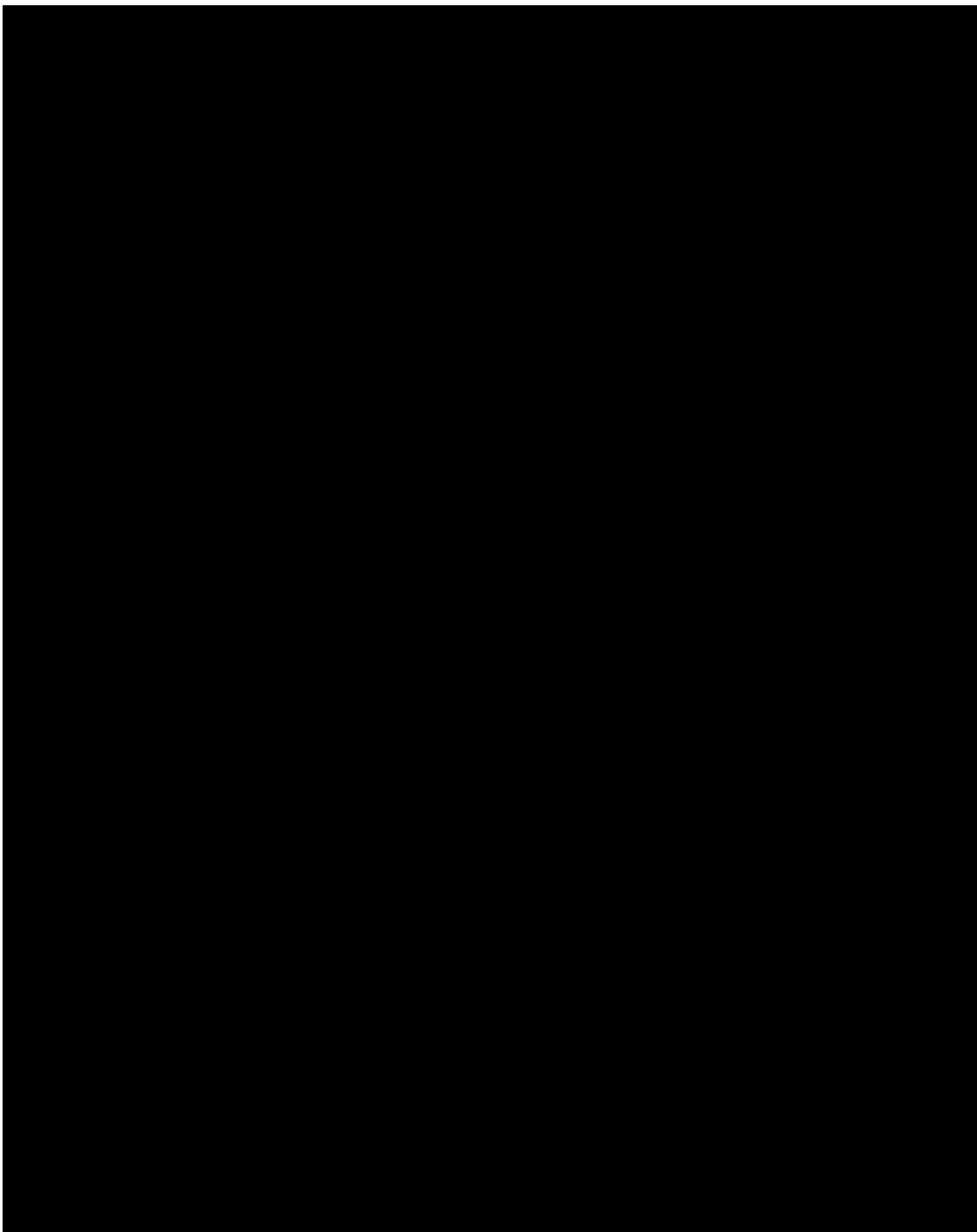
GOVERNANCE:

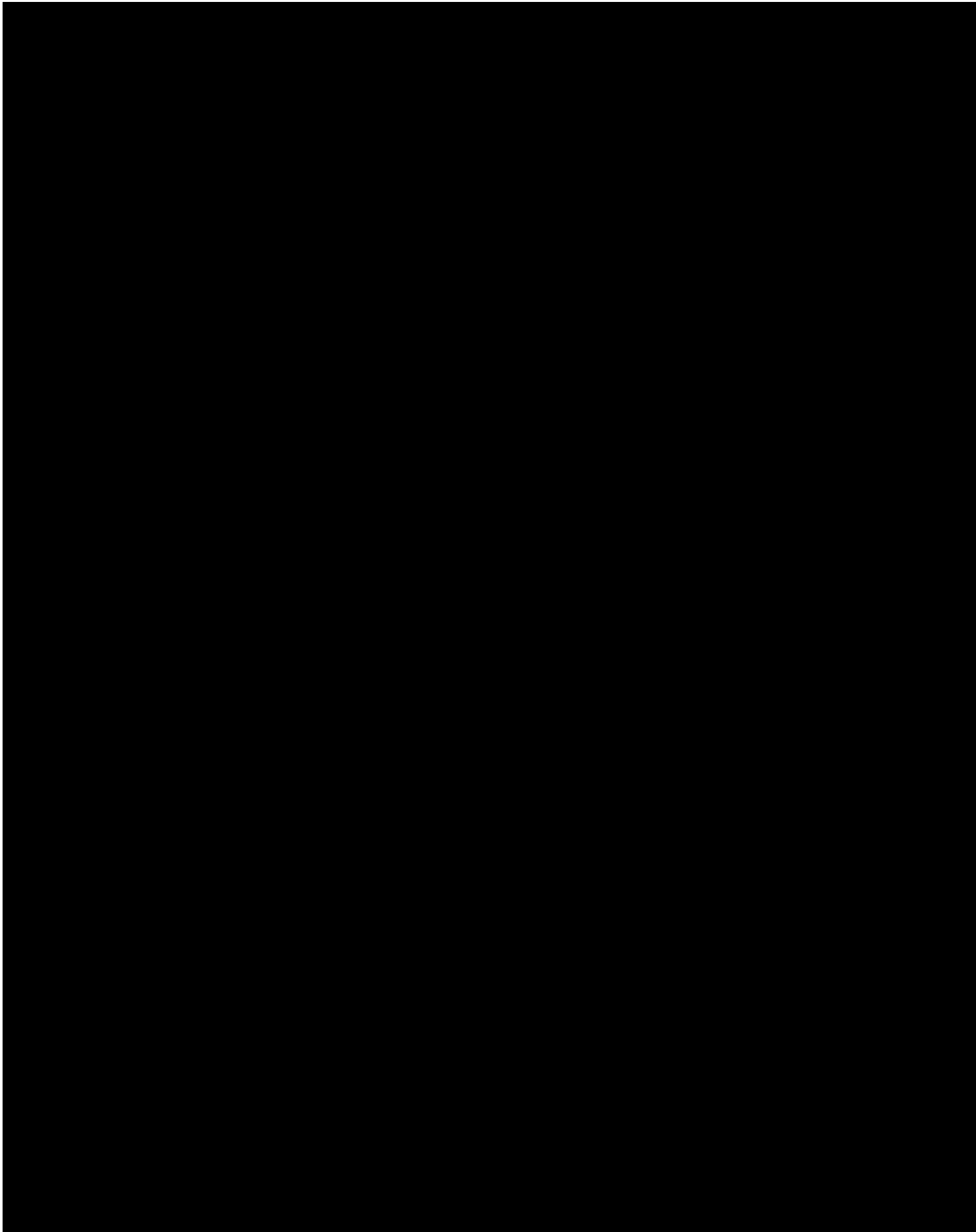
The project delivery will be undertaken in line with the governance arrangements established for the CJSCP Programme. The governance arrangements include:

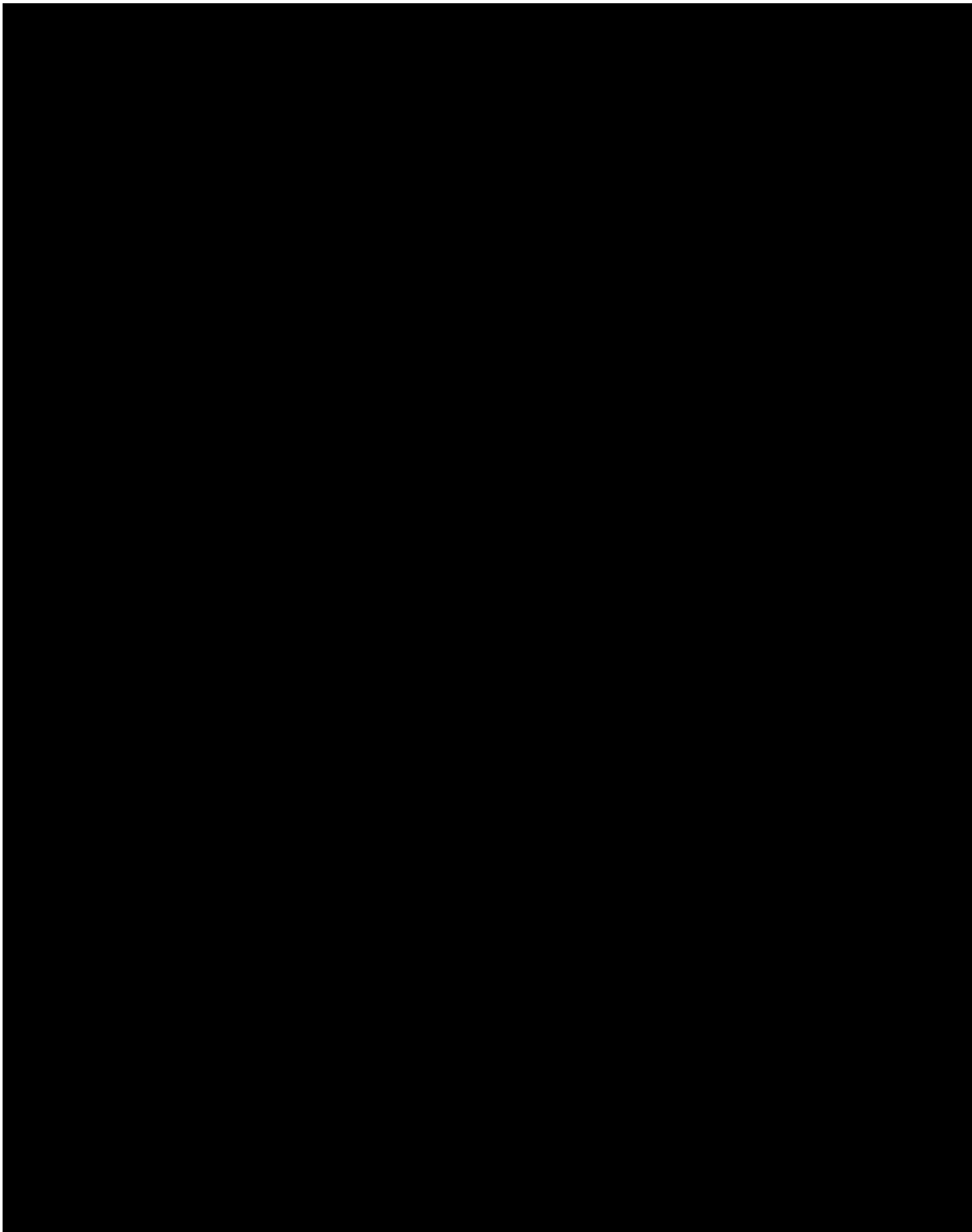
- Programme Board
- Design Authority
- Business Design Authority
- Design Board (Technical Architecture and Standards)
- CJSCPP/GDS Gate Review (the project governance step to move between discovery, alpha, beta, live)
- Information Assurance

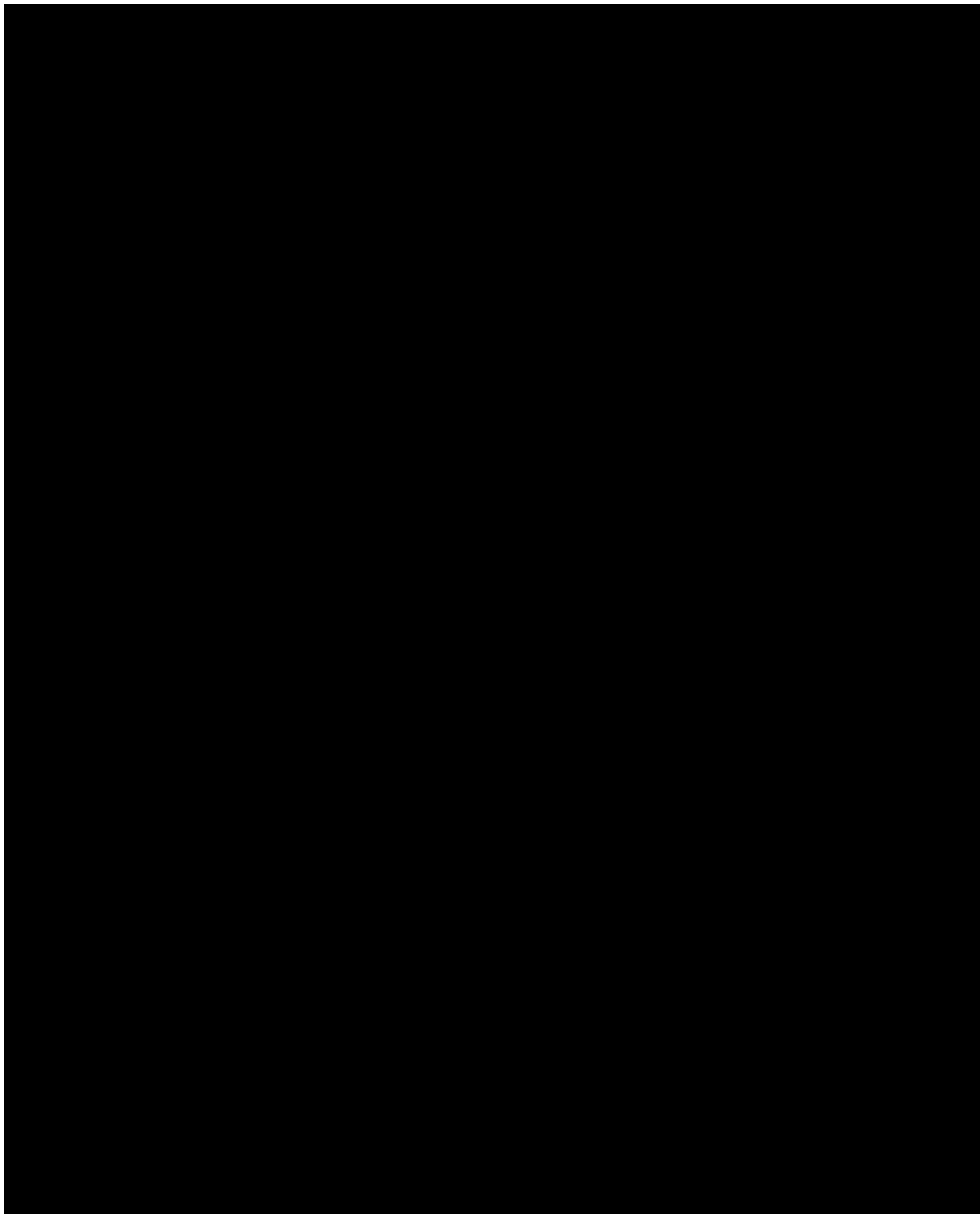
SCHEDULE 2 – SUPPLIER'S RESPONSE

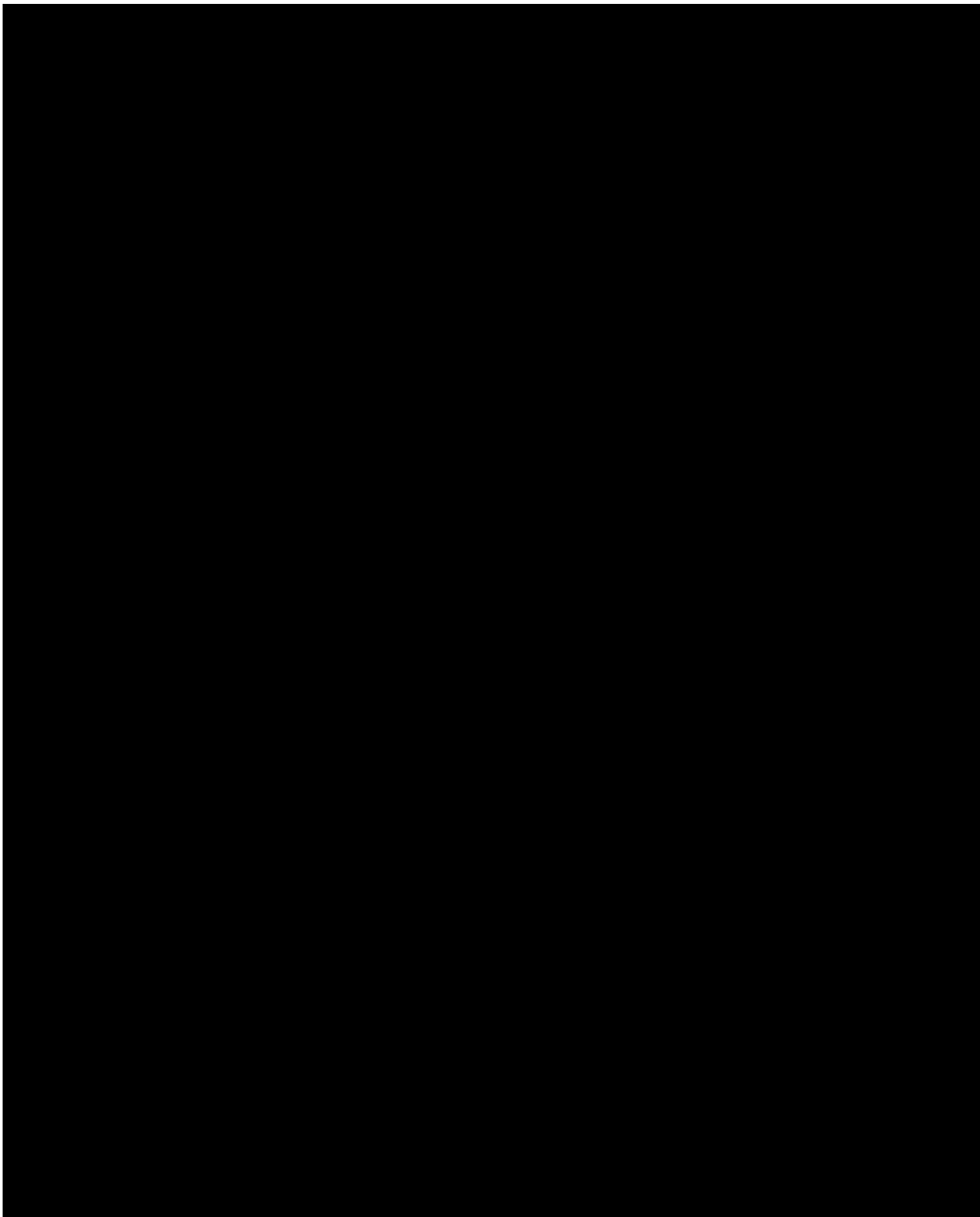


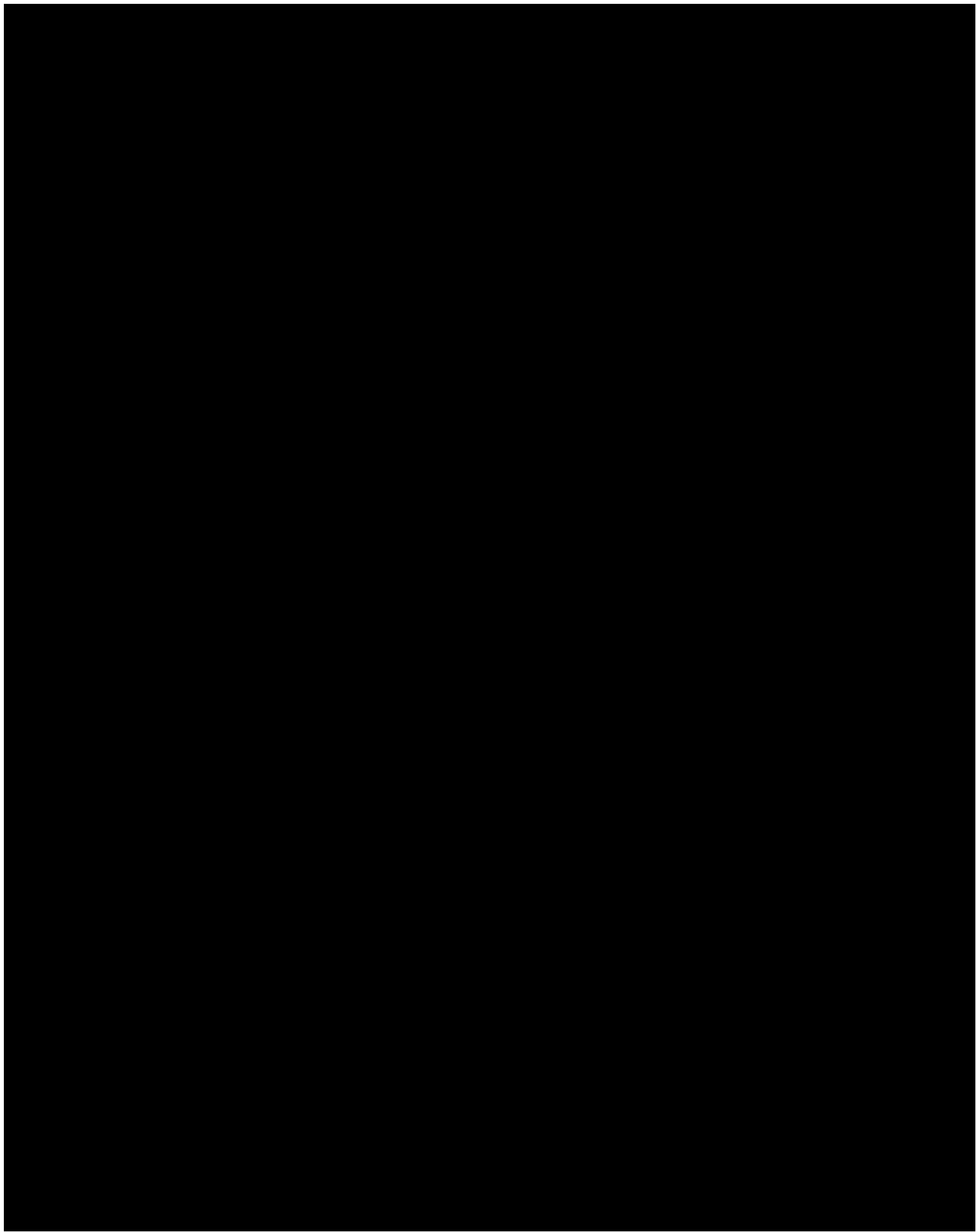


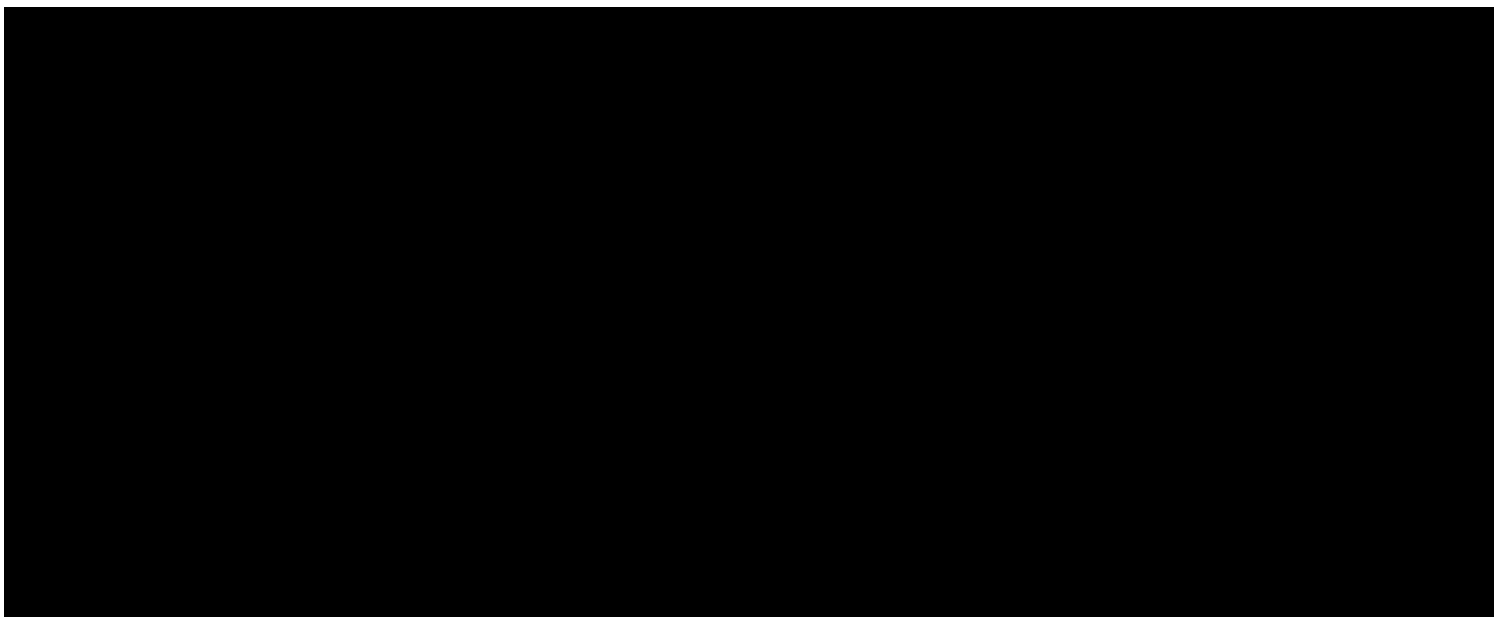












SCHEDULE 3 – ADDITIONAL CUSTOMER TERMS

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)

CJSCP Automated Track Case Management – E 189

Approved at Gate 15/10/2015

1. SOW DETAILS

Date of SoW:	04/01/2016
SoW Reference:	DS02-028.1 Lot 1
Departmental customer:	Ministry of Justice
Supplier:	Supplier Full Name
Release Type(s):	Delivery
Phase(s) of Development:	Discovery
Release Completion Date:	05/02/2016
Duration of SoW	25 days
Charging Mechanism(s) for this Release:	Time and Materials

- 1.1 The Parties shall execute a SoW for each Release. Note that Inception Stage, Calibration Stage and any ad-hoc Service requirements are to be treated as individual Releases in their own right (in addition to the Releases at the Delivery Stage); and the Parties should execute a separate SoW in respect of each.
- 1.2 The rights, obligations and details agreed by the Parties and set out in this SoW apply only in relation to the Services that are to be delivered under this SoW and shall not apply to any other SoW's executed or to be executed under this Contract unless otherwise agreed by the Parties.
- 1.3 The following documents shall be inserted as Annexes to this Schedule as soon as they have been developed and agreed by the Parties:
 - 1.3.1 Annex 1: the initial Release Plan developed for this Release;
 - 1.3.2 Annex 2: the Stories which are to form the subject of this Release;
 - 1.3.3 Annex 3: the current Product Backlog; and
 - 1.3.4 Annex 4: High Level Objectives for the Release

2. KEY PERSONNEL

- 2.1 The Parties agree that the Key Personnel in respect of this Project are detailed in the table below.
- 2.2 Table of Key Personnel:

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3. DELIVERABLES

The Delivery Manager and Agile Business Analyst will complete activities described in the section below as well as any other activities and deliverables as may be required. During this engagement they will be directly accountable to the Project Manager for direction, guidance and approach.

They will identify ATCM stakeholders and capture the stakeholders' business requirements using appropriate tools.

They will assist the Product Owners to structure information captured from business stakeholders, including leading workshops

They will draft and define User Stories (including functional, non-functional, HMCTS Reform, Enforcement, Management Information, Transition, System of Record, Reference Data, aligned with Unified Business Process Model) for the software delivery team with full acceptance criteria.

Support the definition of User Journey(s)

They will work with other Business Analysts on the Project and Programme to develop and embed a standard approach.

They will raise any concerns with other Business Analysts or Project Manager in a timely fashion, including but not limited to; project risks, lack of/too much work, team conflicts.

During the absence of their peers or Project Manager or when working remotely, they will utilise all spare capacity for the benefit of the Project or Programme.

They will support the development and delivery of Prototype Screens (flow, layout, data),

The Delivery Manager will oversee the definition of the High Level Solution and Technical Architecture (including integration with Online Plea Service, Enforcement Service, Reference Data, core case management services),

They will capture As-Is and To-Be business processes using typical tools and approaches, such as Visio and UML/BPMN, where necessary.

Develop Product Roadmap,

Define Sprint Plan for Alpha phase,

Support the delivery of CJSCP Discovery gate assessment prior to commencing Alpha.

Provide reporting as required by the programme management

Gate Transition.

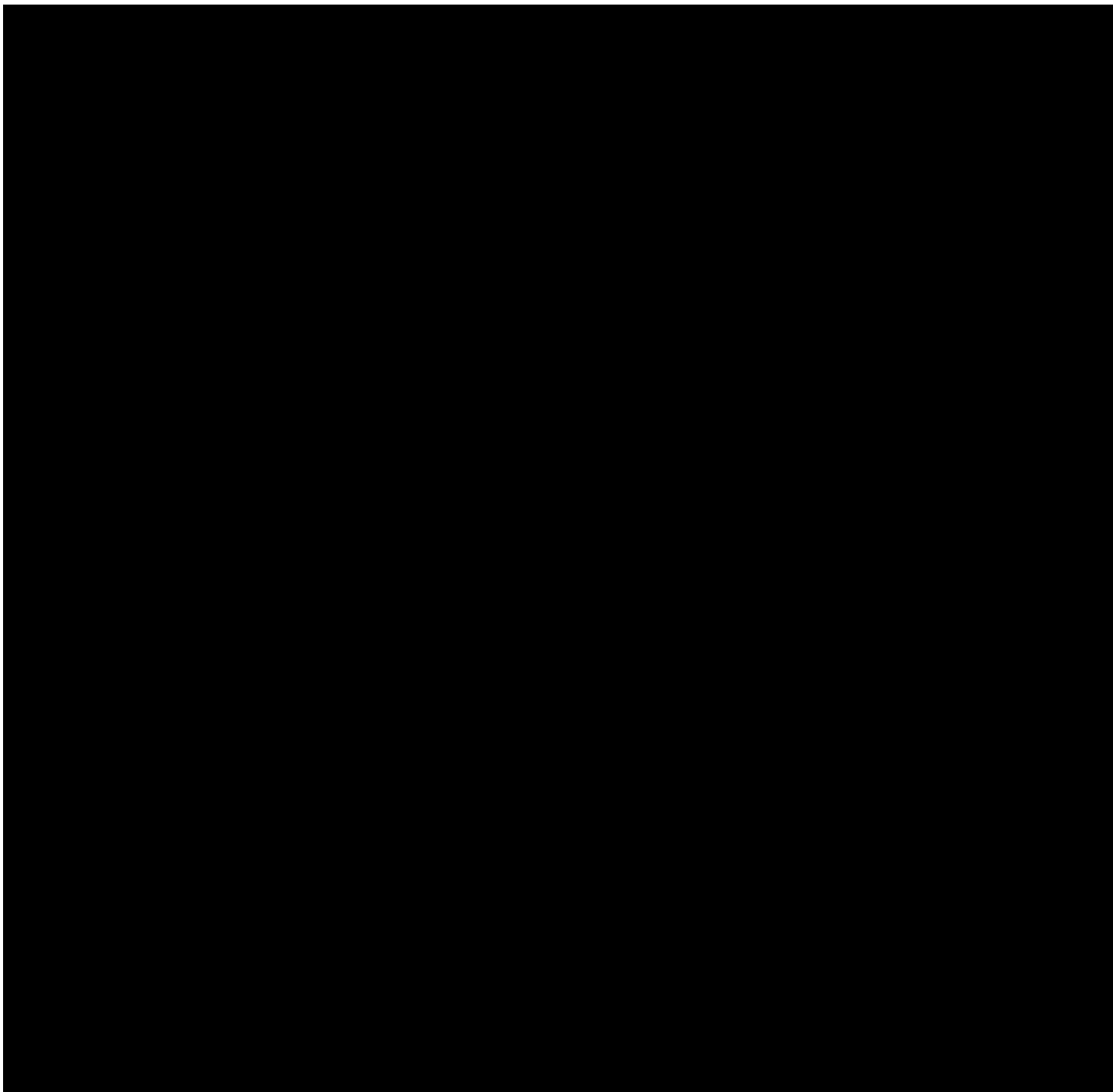
- All members of the team are jointly accountable for ensuring that Discovery is achieved in line with the accepted CJSCP (and external) Gating processes.
- Team members will be required to support the production of collateral to ensure effective transition into the following stage.

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

<p>KPI – FINANCIAL AND RESOURCE PLANNING</p> <p>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.</p> <p>Measurement</p> <table><tr><td>Costs are accurate and resource plans are credible.</td><td>Costs and/or resource levels are incorrect but the plan is broadly credible with some minor adjustments.</td><td>Costs and/or profiling do not align with the programme delivery plan and will require substantial reworking to make credible</td></tr></table> <p>Source</p> <p>Project Manager verification of supplier resource profile and plans feedback</p> <p>Owner</p> <p>Commercial with Delivery and Finance support.</p>	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	<p>ACME Computing</p> <div><div><div>Financial Planning</div><div></div></div><div><div>People</div><div></div></div><div><div>Partnering</div><div></div></div><div><div>Delivery</div><div></div></div></div>	<p>KPI - PEOPLE</p> <p>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.</p> <p>Measurement</p> <table><tr><td>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.</td><td>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.</td><td>Supplier conversion of candidate to placement is less than 1:6 and/or is asked to substitute more than one resource in the month.</td></tr></table> <p>Source</p> <p>Project Managers verification of recruitment and retention.</p> <p>Owner</p> <p>Commercial with Delivery support.</p>	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.						
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<p>KPI - PARTNERING BEHAVIOURS AND ADDED VALUE</p> <p>Supplier promotes positive collaborative working relationships within and across team by acting in a transparent manner in line with partnering behaviours.</p> <p>Supplier shows commitment to IPT programme goals through adding value over and above the provision of compensated skilled personnel.</p> <p>Measurement</p> <table><tr><td>- No behavioural problems identified.</td><td>- Some minor behavioural problems.</td><td>- Significant behavioural problems</td></tr><tr><td>- IPT workshops (such as pulse, think tank, lessons learned) attended and positive contributions made.</td><td>- Supplier only attends Some workshops or provides minor contributions.</td><td>- Supplier contributions are rare or insignificant and shows little interest in working with other suppliers</td></tr><tr><td>- Added Value recognised by the programme above provision of compensated skilled resource</td><td>- Supplier adds some value above provision of compensated resource but programme do not regard as significant.</td><td>- no added value contributions recognised by Programme.</td></tr></table> <p>Source</p> <p>Collective feedback on suppliers from both client and other supplier staff.</p> <p>Owner</p> <p>Commercial with Delivery verification.</p>	- 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.		<p>KPI - DELIVERY</p> <p>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.</p> <p>Measurement</p> <table><tr><td>All teams in which a supplier is a member of have delivered 100% of the planned stories for the month.</td><td>Less than 100% of the stories have been achieved by a team.</td><td>Less than 95% of the stories have been achieved by a team</td></tr></table> <p>Source</p> <p>Project Manager verification from retro's.</p> <p>Owner</p> <p>Commercial with Delivery verification.</p>	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
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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

5.3.1 The Time and Materials pricing structure shall apply:

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

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

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

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

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

5.3.5 Time and Material Rates (excluding VAT)

5.4 FIXED PRICE

Unused

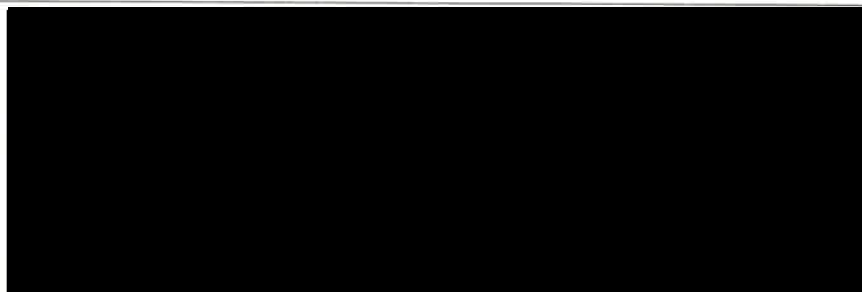
6. SERVICE CREDITS

Unused

7. ADDITIONAL REQUIREMENTS

Unused

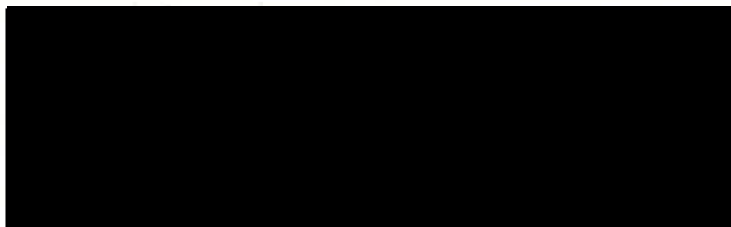
7.1 BY SIGNING this SoW, the Parties agree to be bound by the Terms and Conditions set out herein:



For and on behalf of the 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.