



Crown
Commercial
Service

DIGITAL SERVICES RM1043ii CALL-OFF CONTRACT

Part A - Order Form, Specific Terms

Part B - Schedules

PART A – ORDER FORM

PROJECT REFERENCE: DS02-021

CUSTOMER REFERENCE: VCMS

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: 01/10/2015

PURCHASE ORDER NUMBER: 3843632

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

5th Floor,

102 Petty France

Westminster

London

SW1H 9AJ

TO: the “Supplier”

WTG Technologies Limited

Supplier No. 6035710

Fifth Floor, 76 Hammersmith Road, London, W14 8UD

TOGETHER: the “Parties”

PRINCIPAL CONTACT DETAILS:

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

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

1. CALL-OFF CONTRACT TERM

- | | | |
|-----|---|---------------|
| 1.1 | Commencement Date: | 01/10/2015 |
| 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: | 01/10/2015 |

2. CUSTOMER CONTRACTUAL REQUIREMENTS

- | | | |
|------|---|---|
| 2.1 | Digital Services required: | For the provision of a victims case management system for use across the national probation service (350-500 users) under the DS02-021 project |
| 2.2 | Warranty Period: | 90 Days from the date of customer acceptance of release |
| 2.3 | Location(s)/Premises: | Development will be done at the supplier site however the supplier will be required to attend meetings in 102 Petty France, London |
| 2.4 | Relevant Convictions: | Anyone with a previous conviction, spent or otherwise, cannot be considered for employment or to supply the Ministry of Justice |
| 2.5 | Staff Vetting Procedures: | Staff must have basic clearance obtained via a disclosure Scotland |
| 2.6 | Exit Planning: | The solution will need to be handed over to the NOMS in hosue development team at a time decided by the MoJ. The supplier will be expected to provide support during that transition. |
| 2.7 | Security Requirements:
(including details of Security Policy and any additional Customer security requirements) | Full security requirements are detailed in the HLBR |
| 2.8 | Protection of Customer Data: | The supplier agrees to employ the appropriate organisational, operational and technological processes and procedures to keep the customer data safe from unauthorised use or access, loss, destruction, theft or disclosure. The organisational, operational and technological processes and procedures adopted are required to comply with the requirements of ISO/IEC 27001 as appropriate to the services being provided. The supplier will also be required to comply with any requests from Ministry of Justice Information Assurance personnel. |
| 2.9 | Standards: | Digital by Default Service Standard |
| 2.10 | Business Continuity and Disaster Recovery: | The service must be available to users during office hours and disaster recovery must be available within 24 hours. |
| 2.11 | Liability: | £1,000,000 |
| 2.12 | Insurance: | As per Clause 16 of the framework Agreement RM1043ii:
"liability insurance, in respect to amounts that the Supplier would be legally liable to pay as damages, including claimant's costs and expenses, in respect of (i) accidental death or bodily injury and/or (ii) loss of or damage to property, with a minimum limit of five million pounds sterling (£5,000,000)" "Professional indemnity insurance with a |

minimum limit of indemnity of one million pounds sterling (£1,000,000) for each individual claim”

3. SUPPLIER'S INFORMATION

- | | |
|---|----------------------------------|
| 3.1 Supplier Software and Licences: | Non applicable |
| 3.2 Commercially Sensitive Information: | Non applicable |
| 3.3 Key Sub-Contractors/Partners: | Mortimer Spinks and Web Credible |

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 to: | |
| 4.1.2 Invoice information required – e.g. PO, Project ref, etc. | Ensure PO is quoted and supplier invoice number provided |
| 4.2 Invoice Frequency | Monthly |
| 4.3 Contract Value: | £622,908.20 |

4.4 Contract Charges:

5. ADDITIONAL AND/OR ALTERNATIVE CLAUSES

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

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

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 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:

	Supplier:	CCS <i>for and on behalf of the</i> Customer
Name:		
Title:		
Signature:		
Date:		

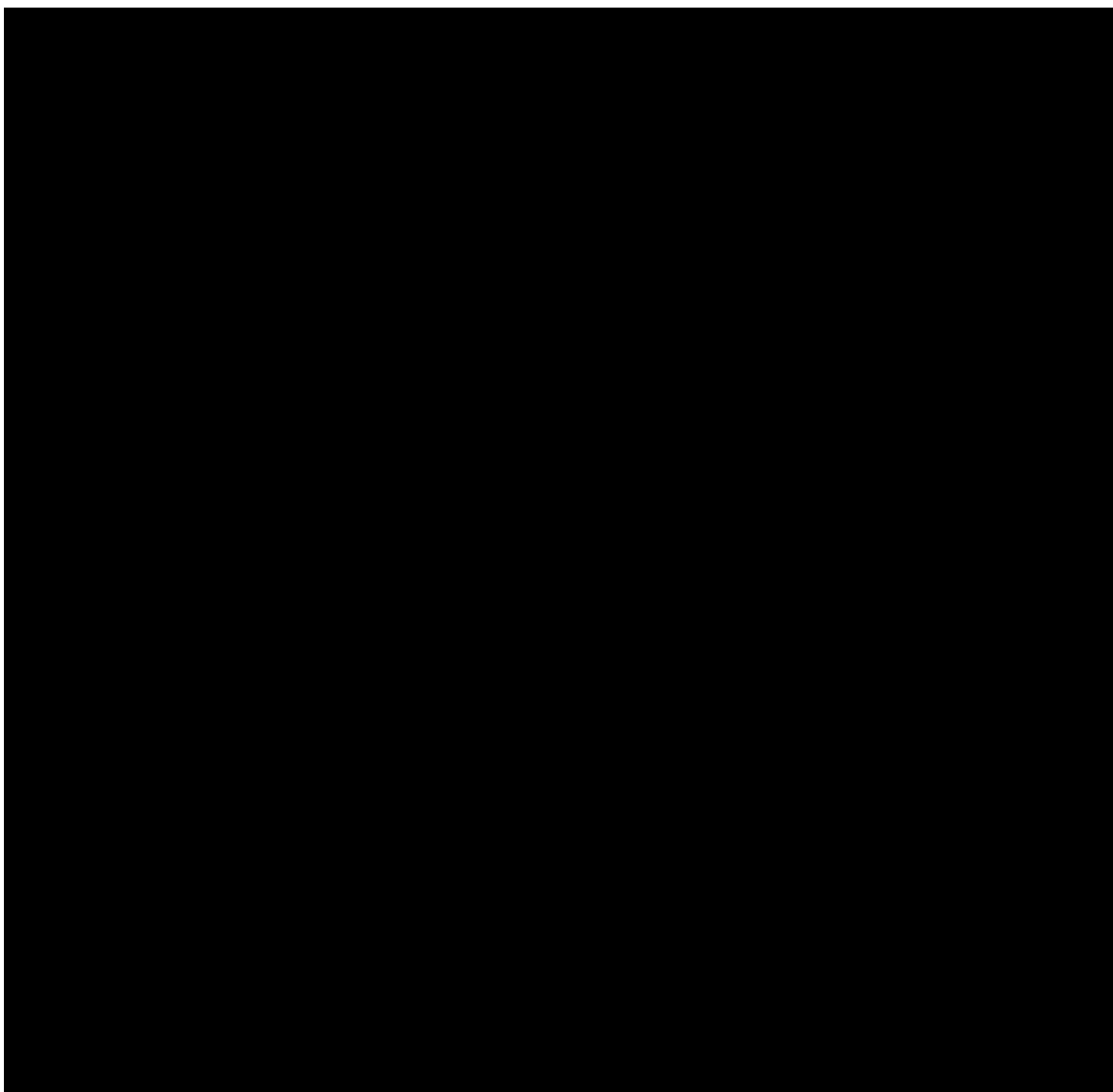
DIGITAL SERVICES RM1043ii

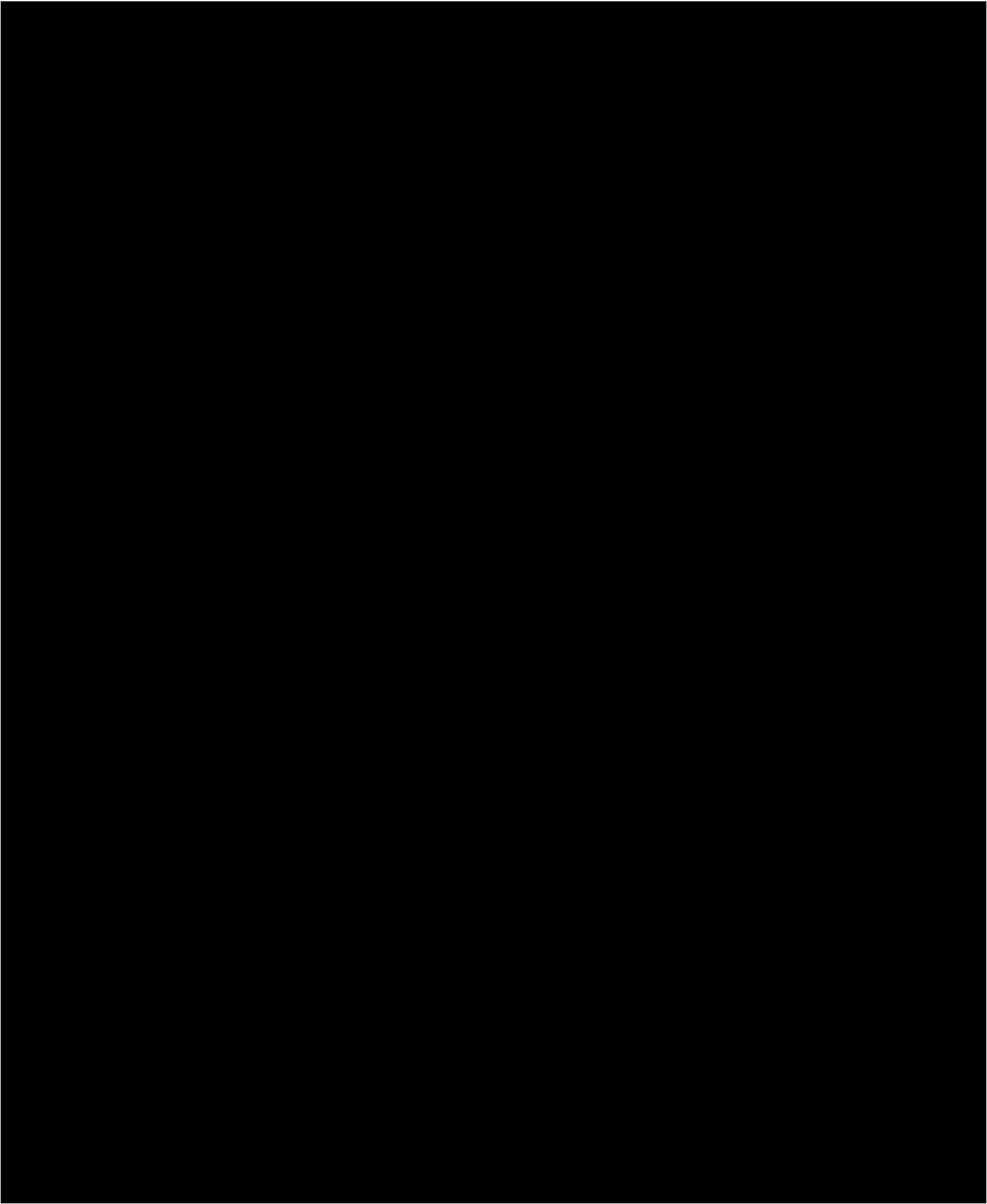
PART B – THE SCHEDULES

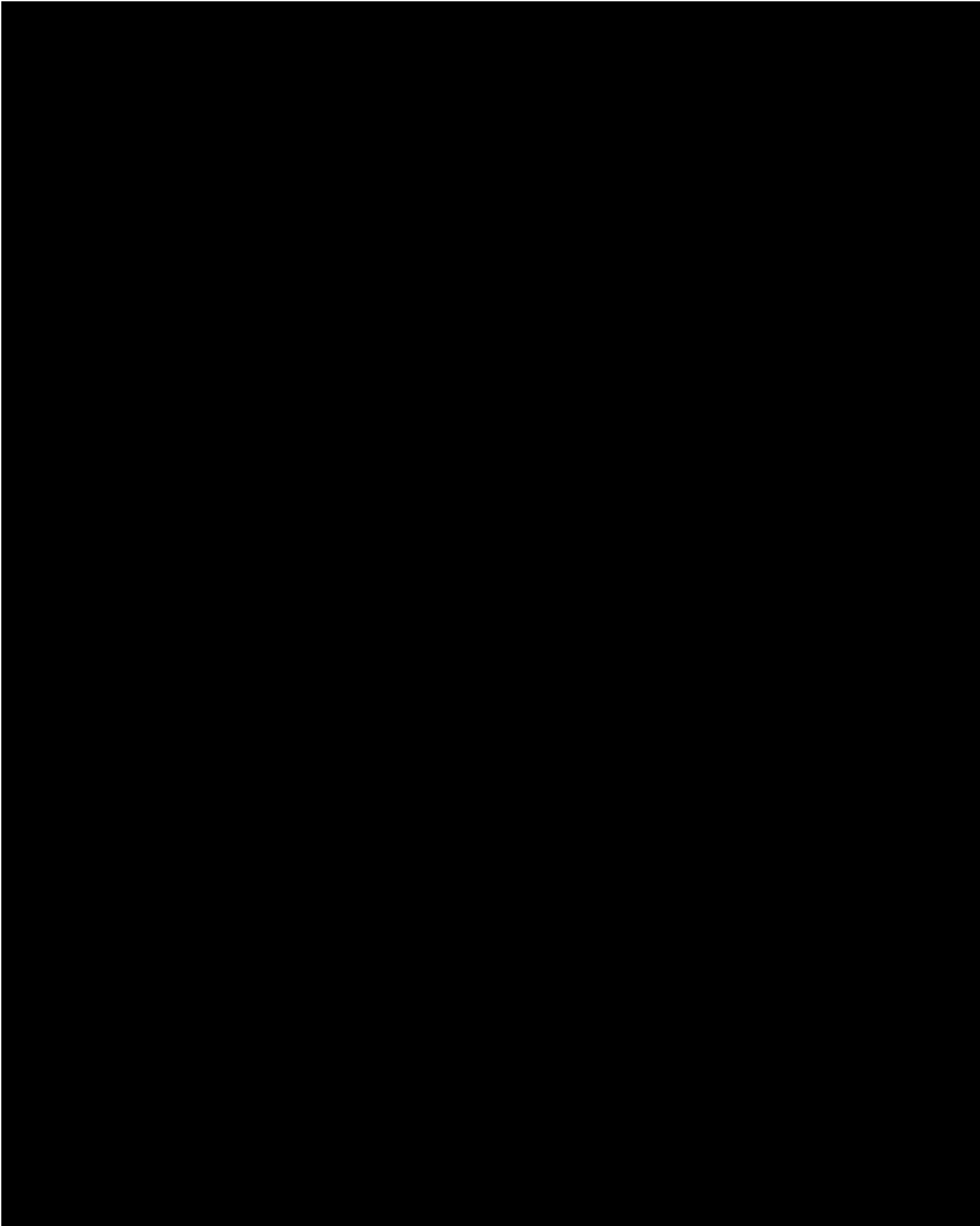
PART B – THE SCHEDULES

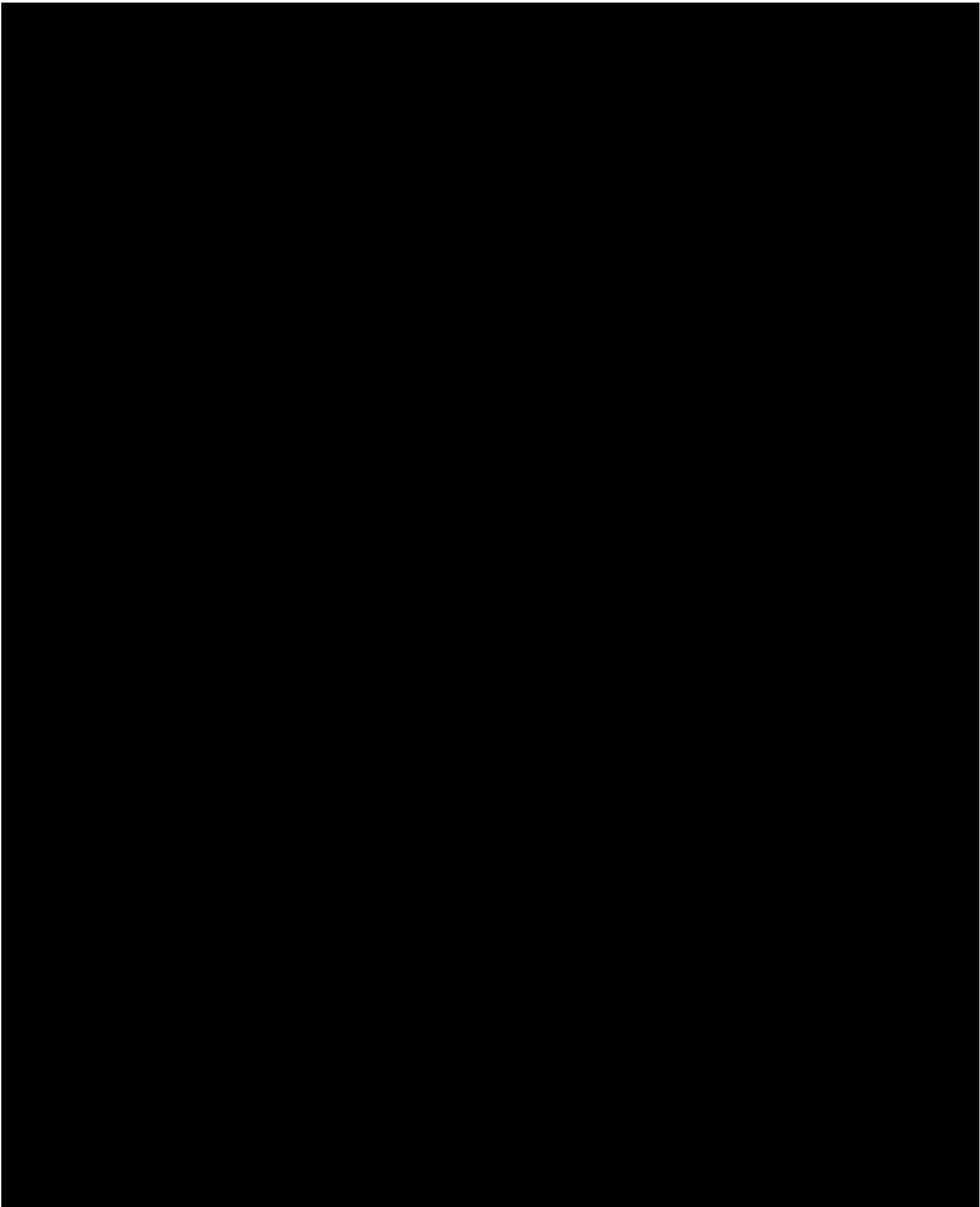
The following schedules are an amalgamation of the Customer's Requirements and the Supplier's submission.

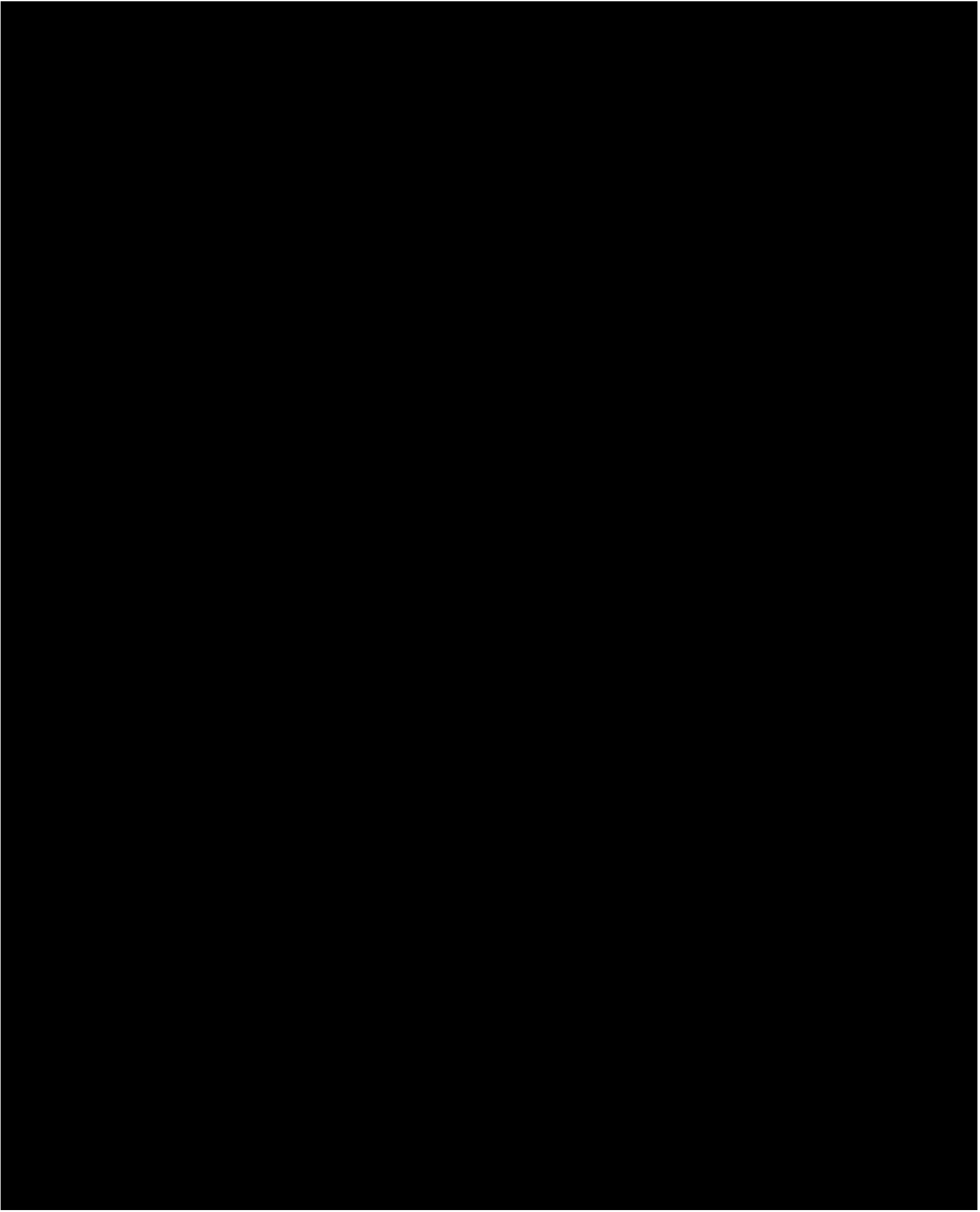
Once agreed and signed by the Parties, CCS will redact any Commercially Sensitive information and publish the contract to Contracts Finder.

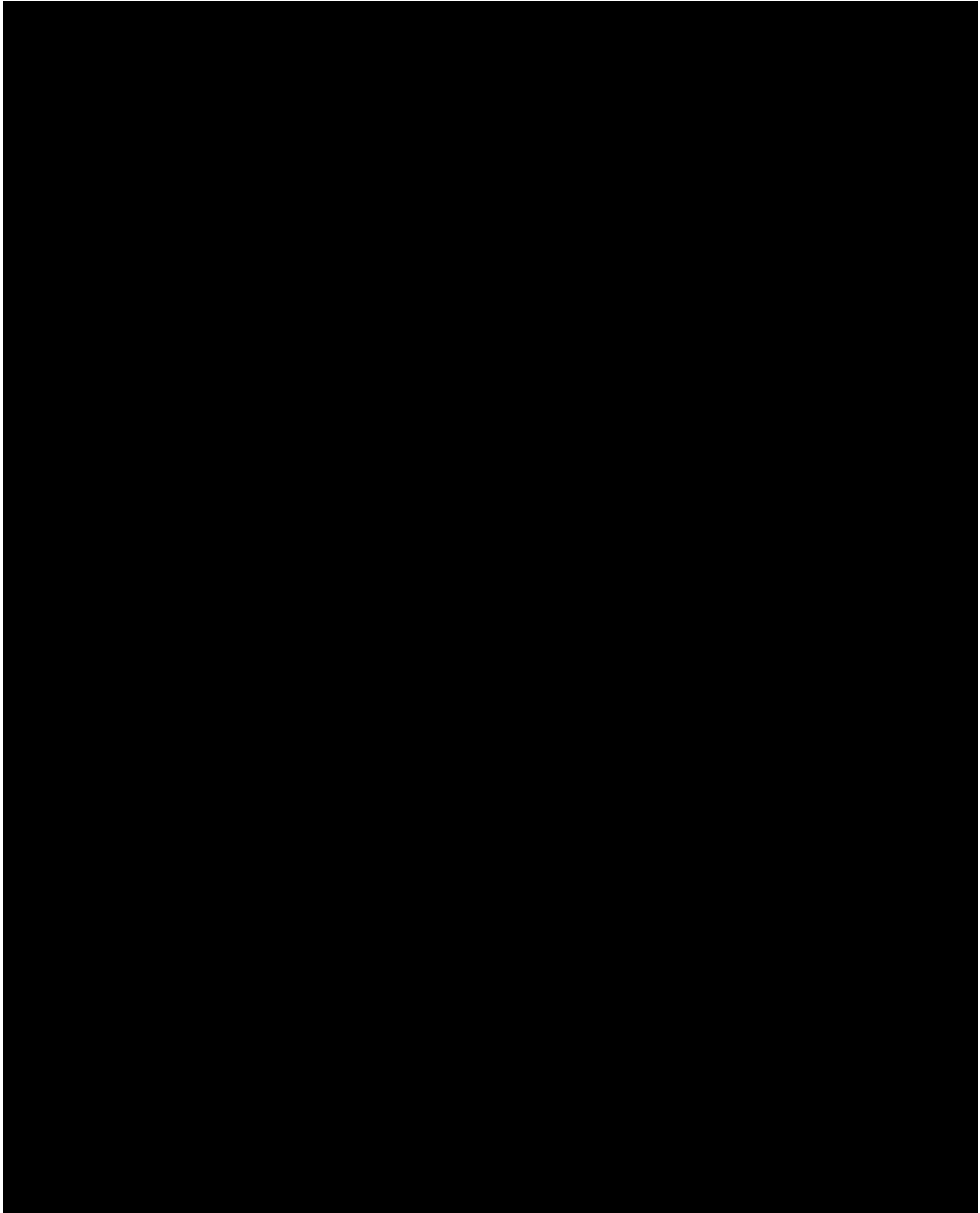


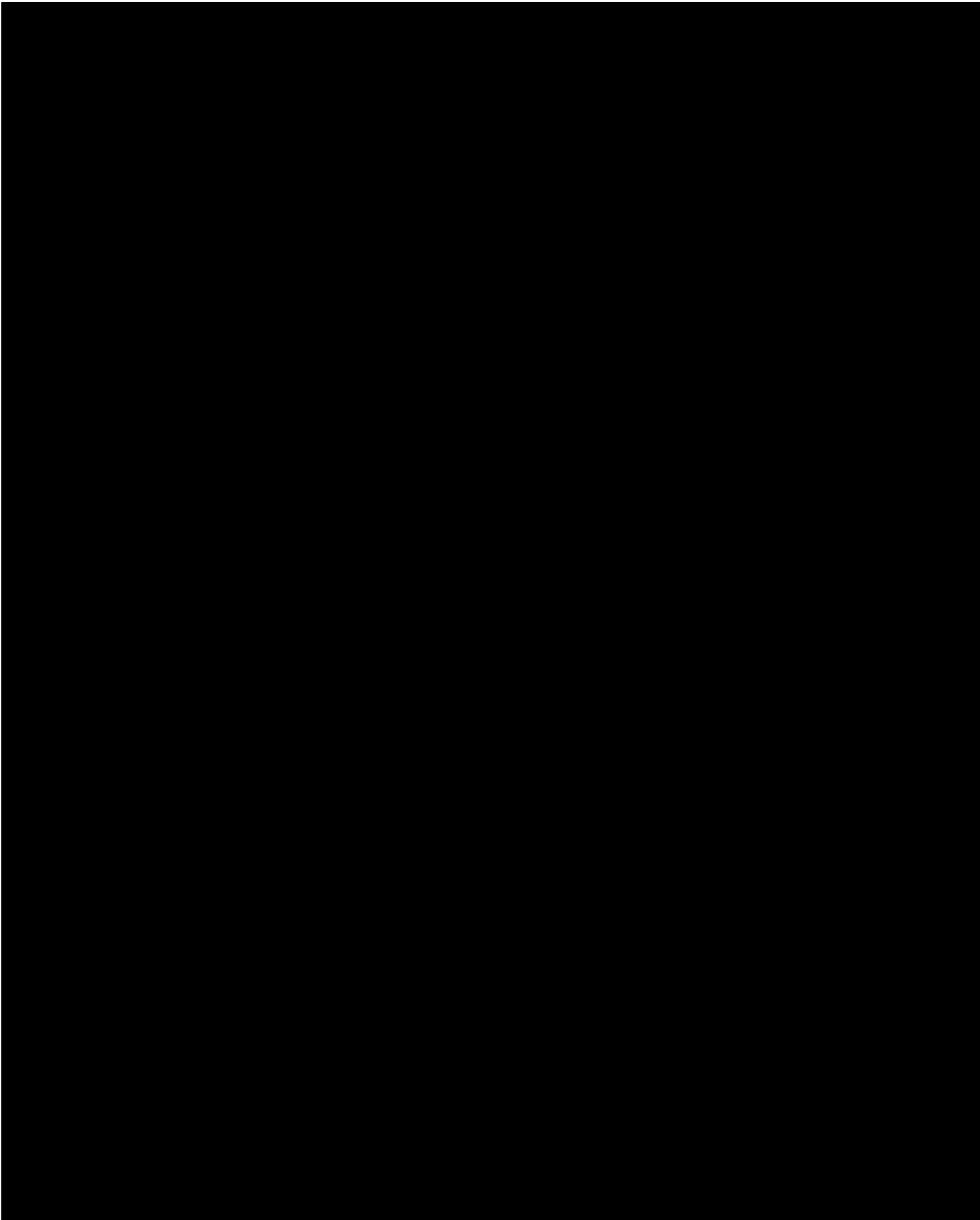


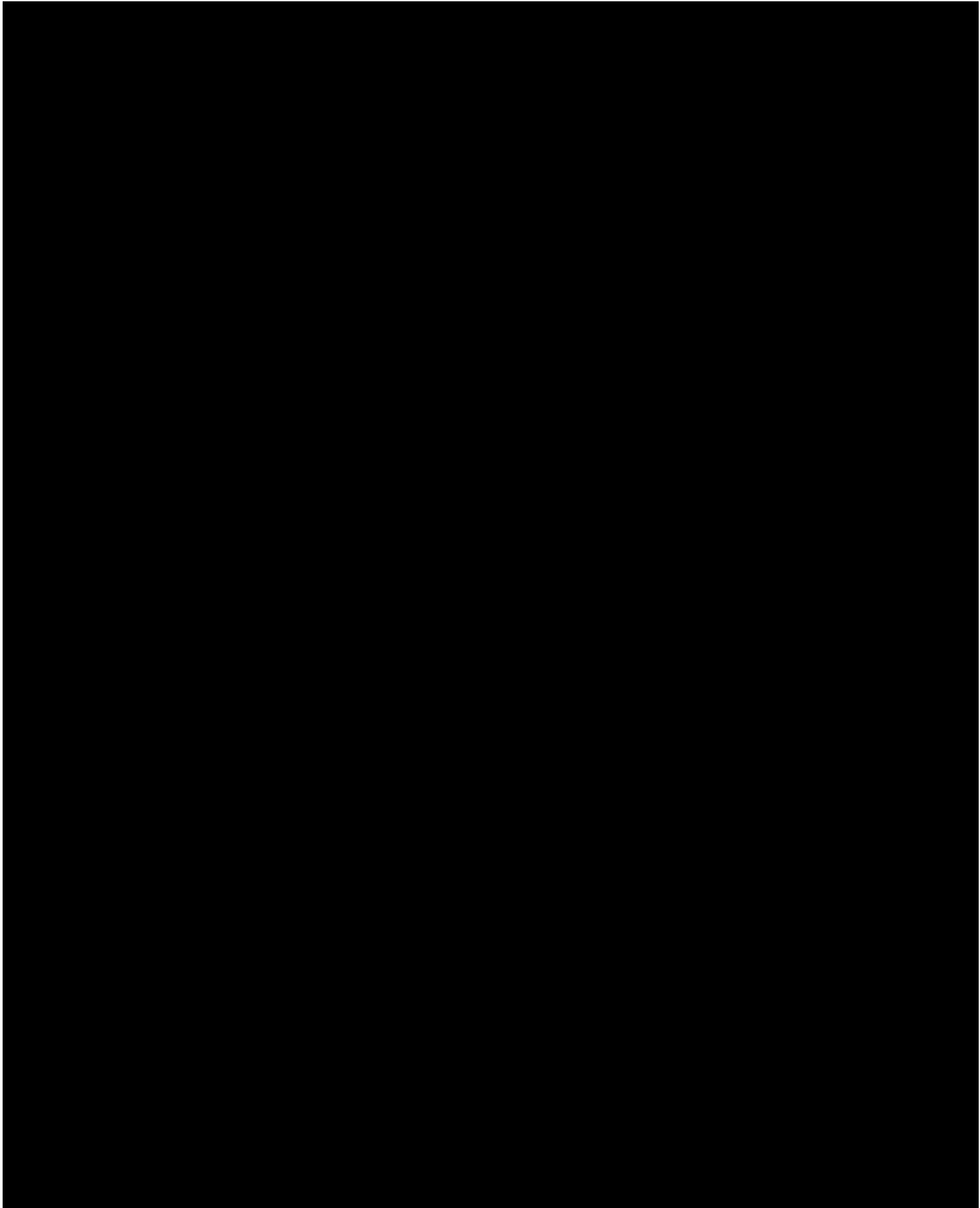


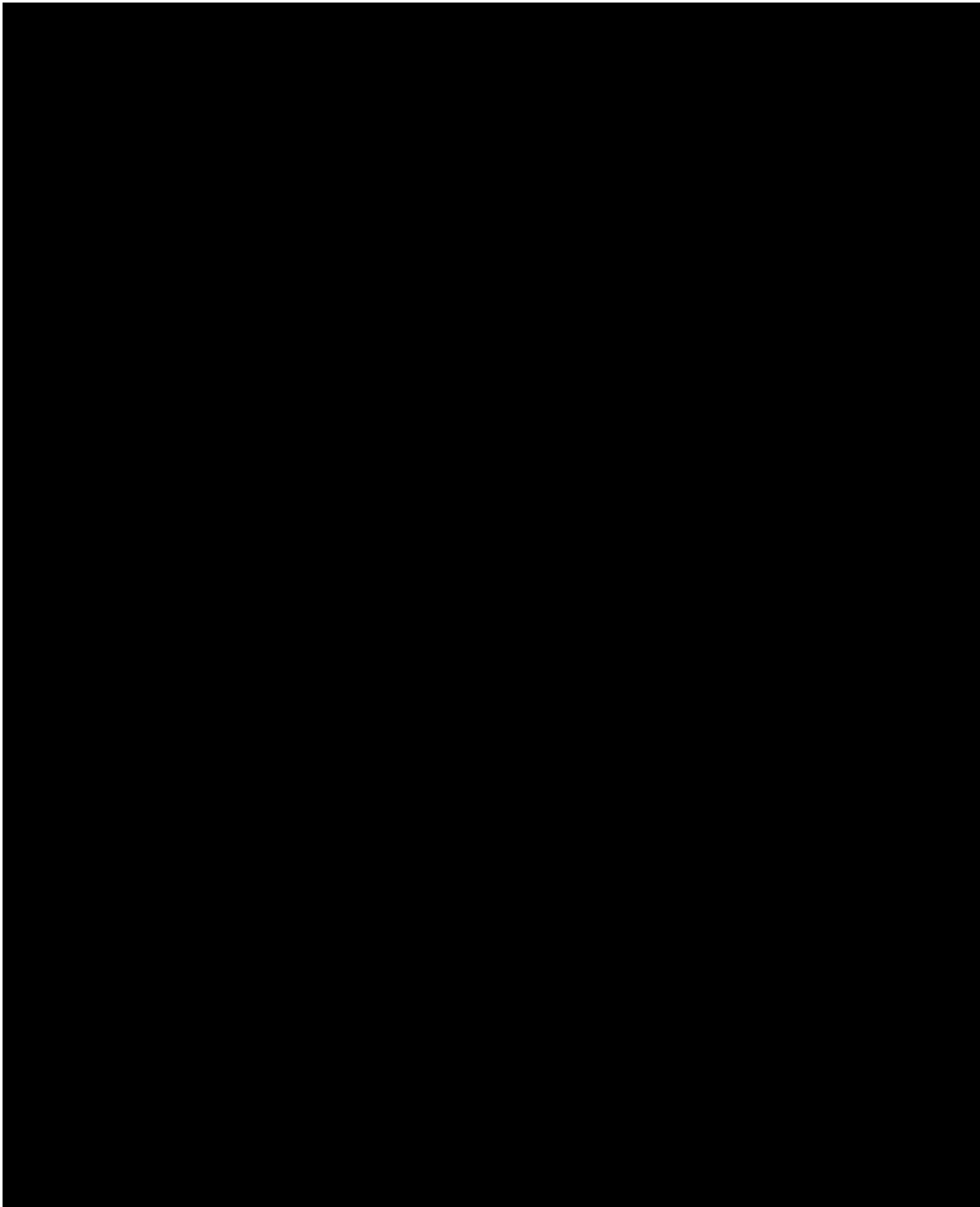


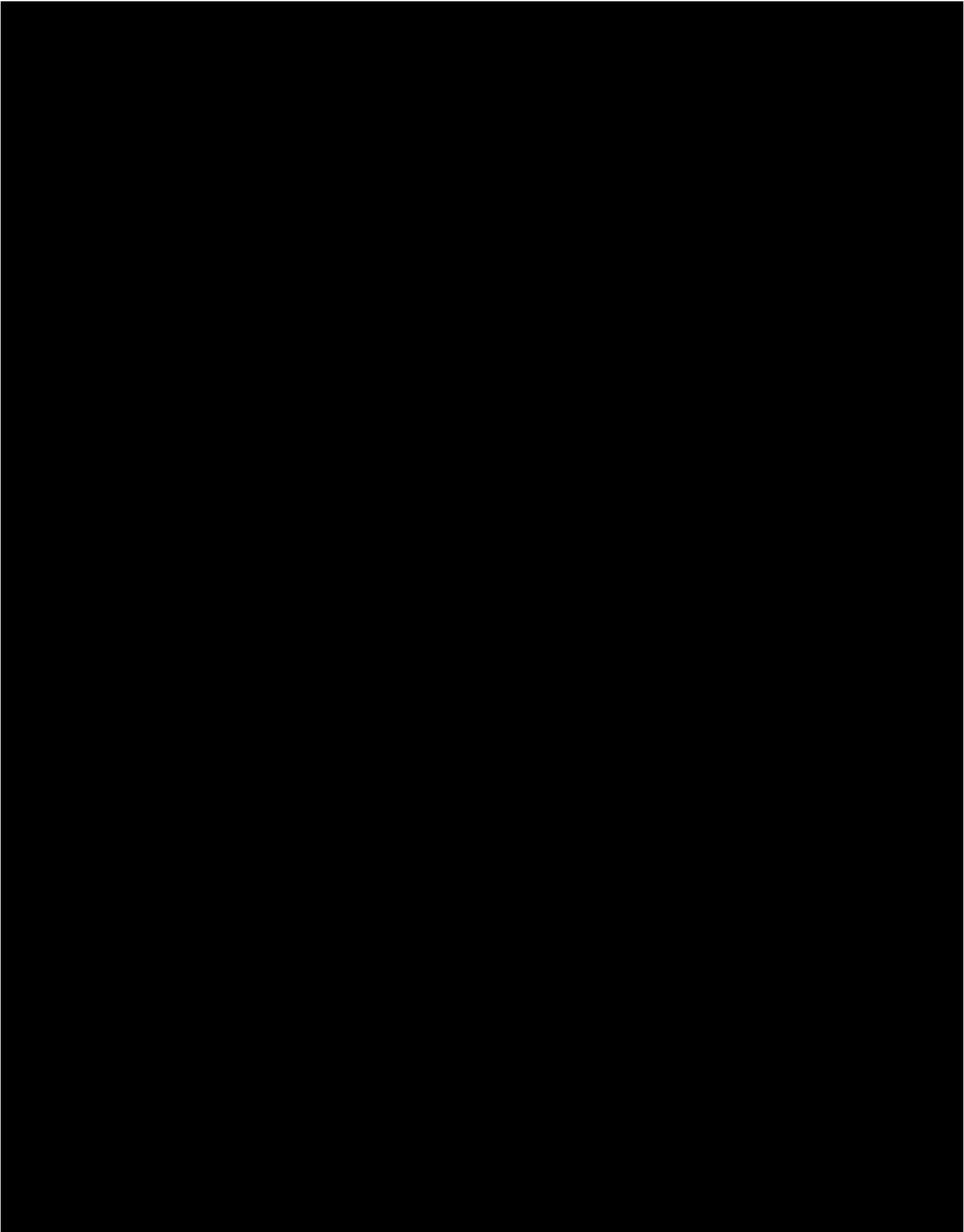


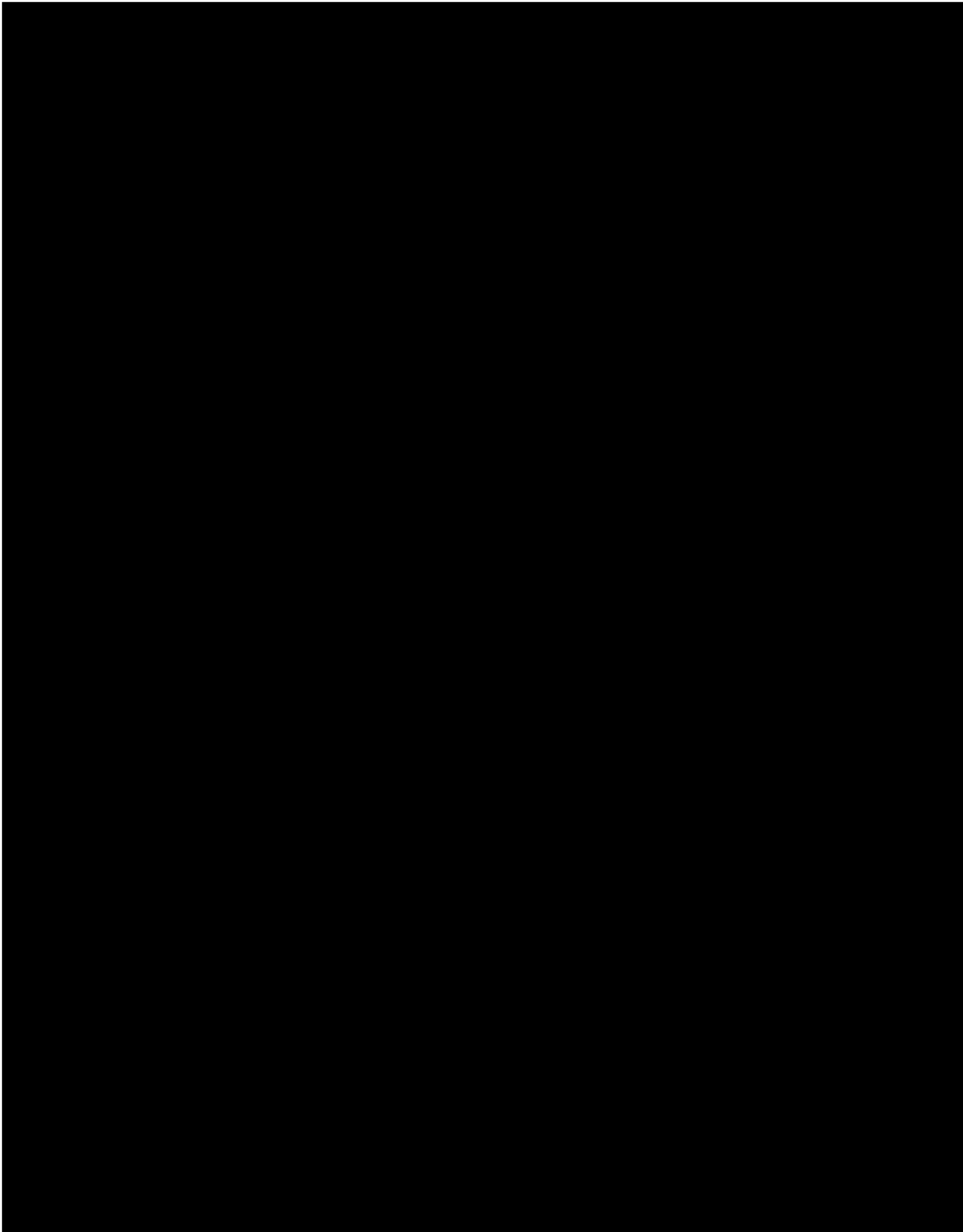


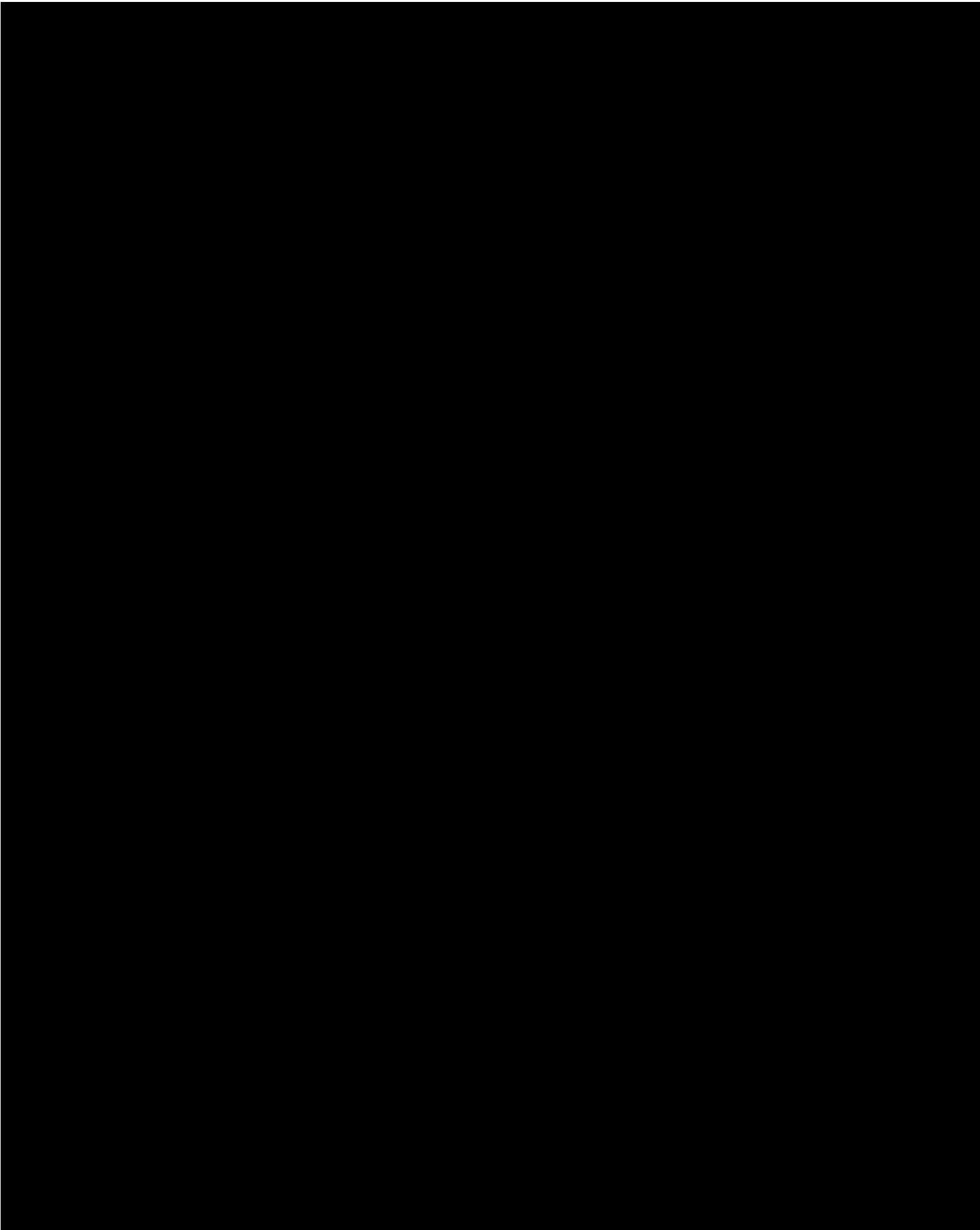


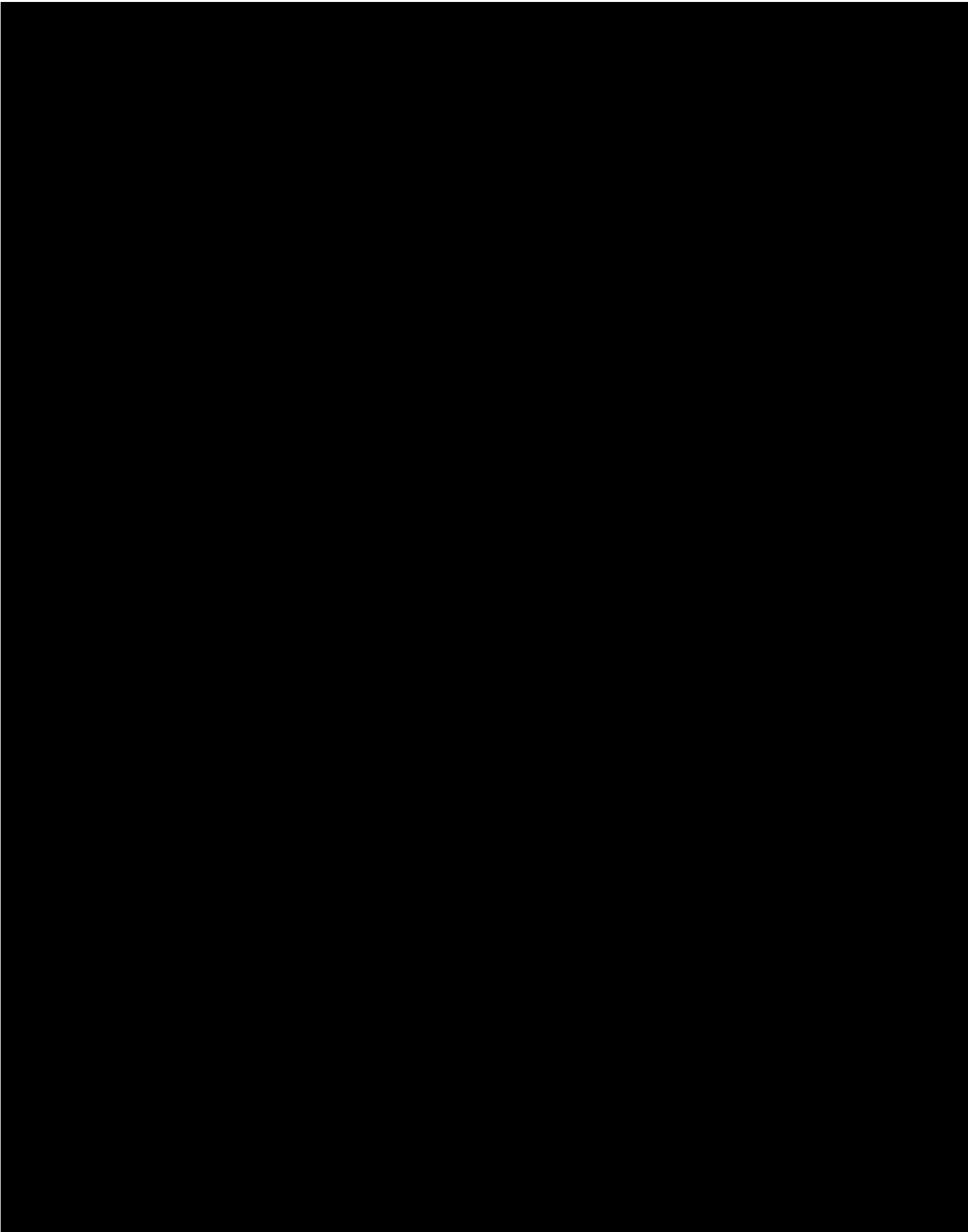


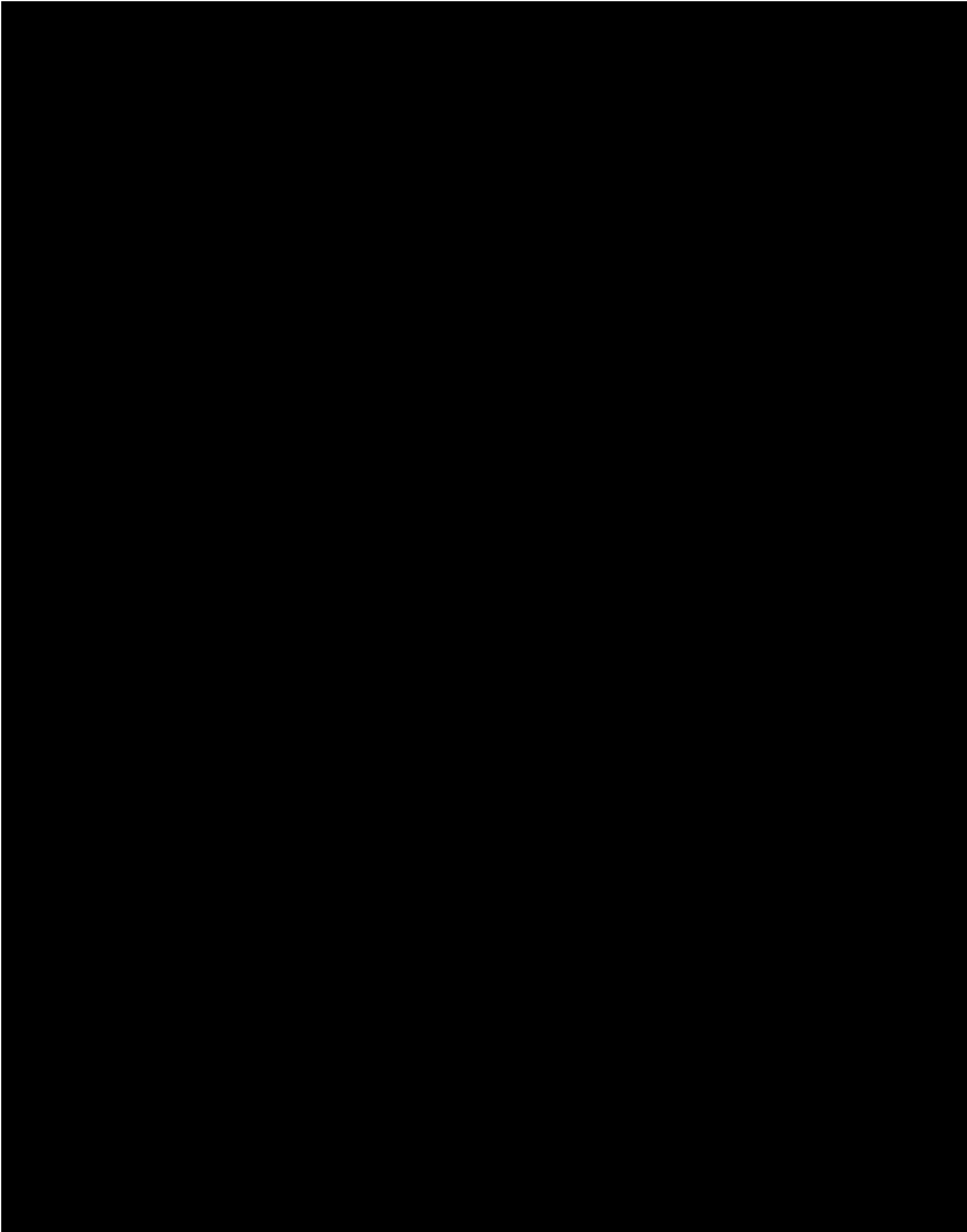


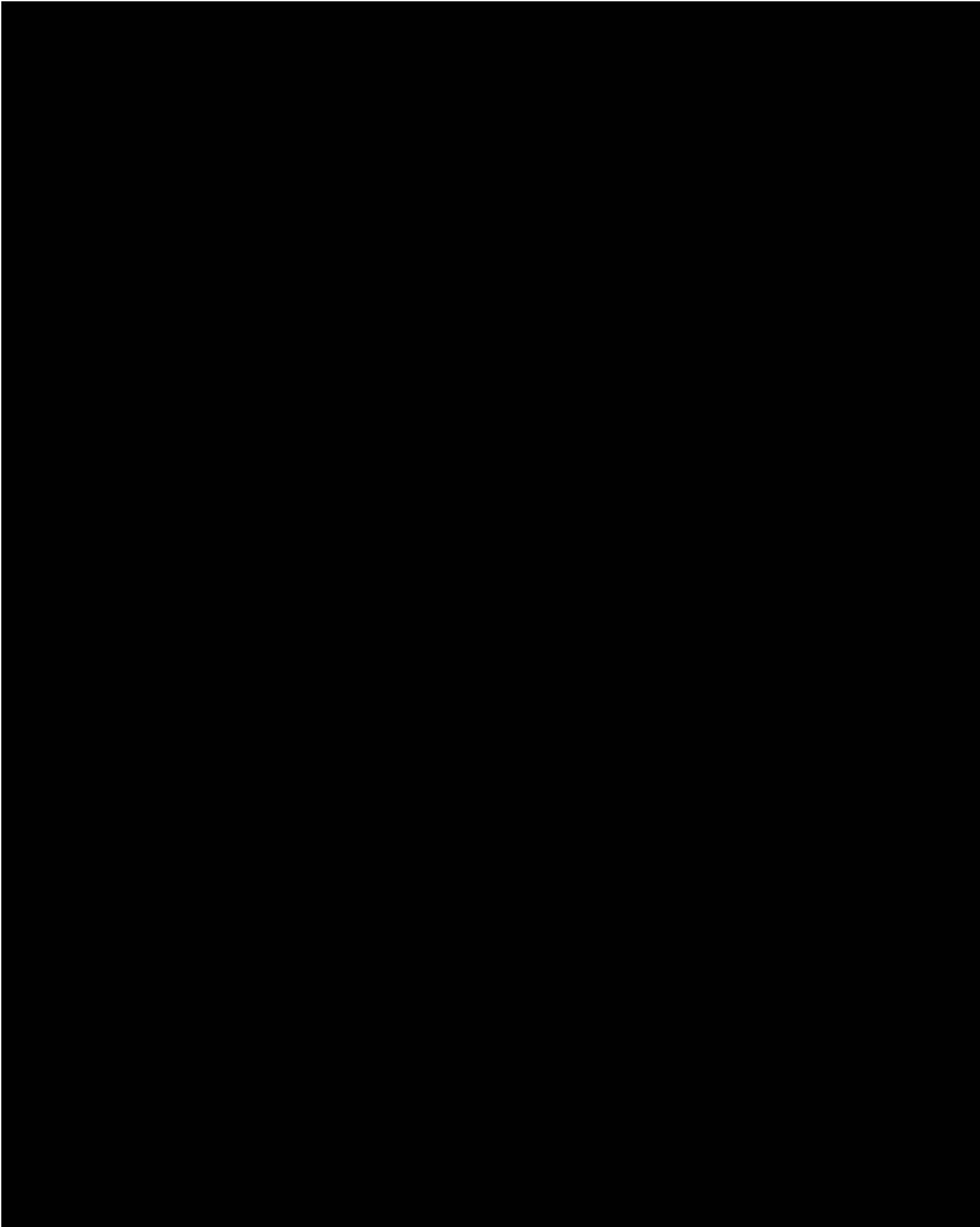


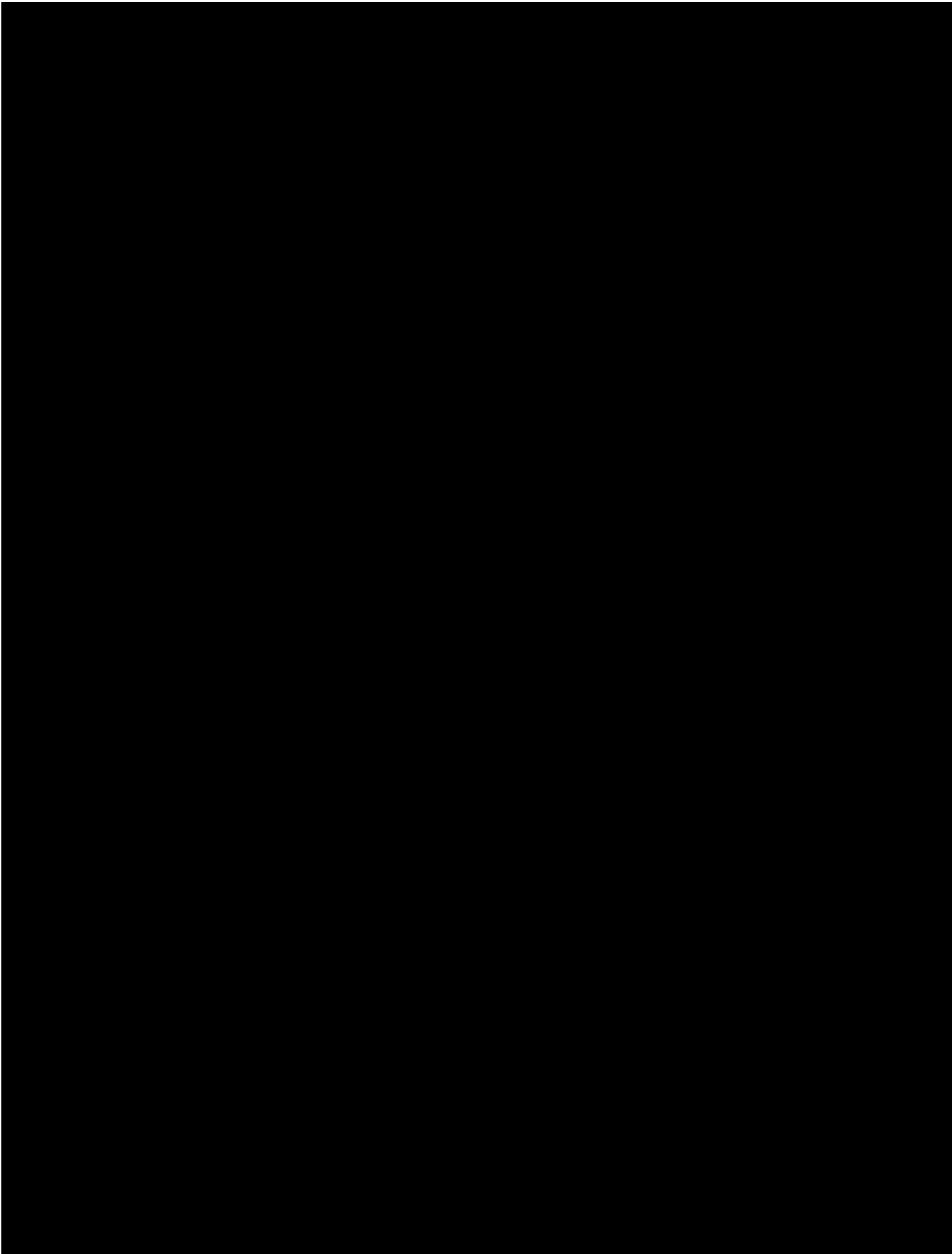


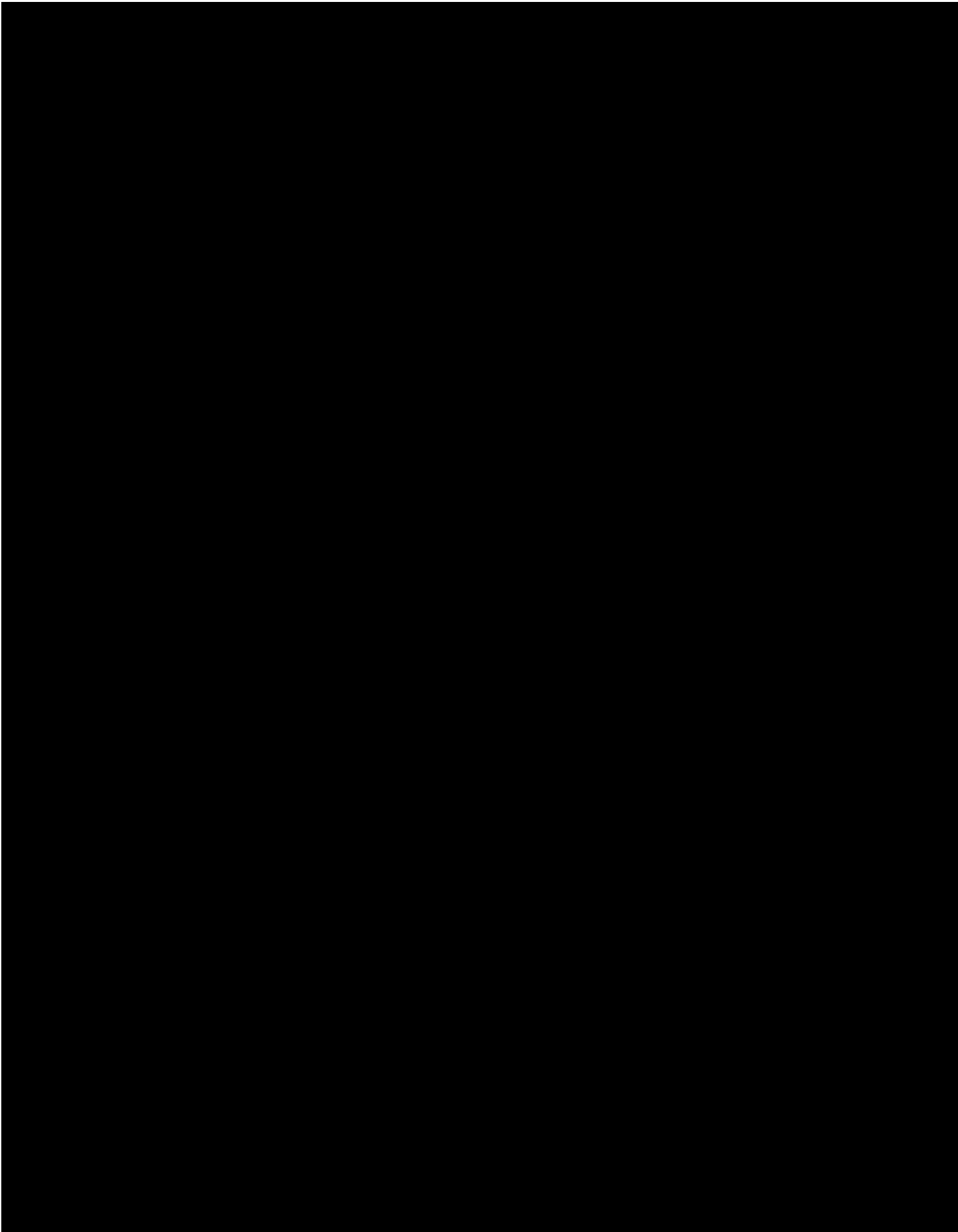


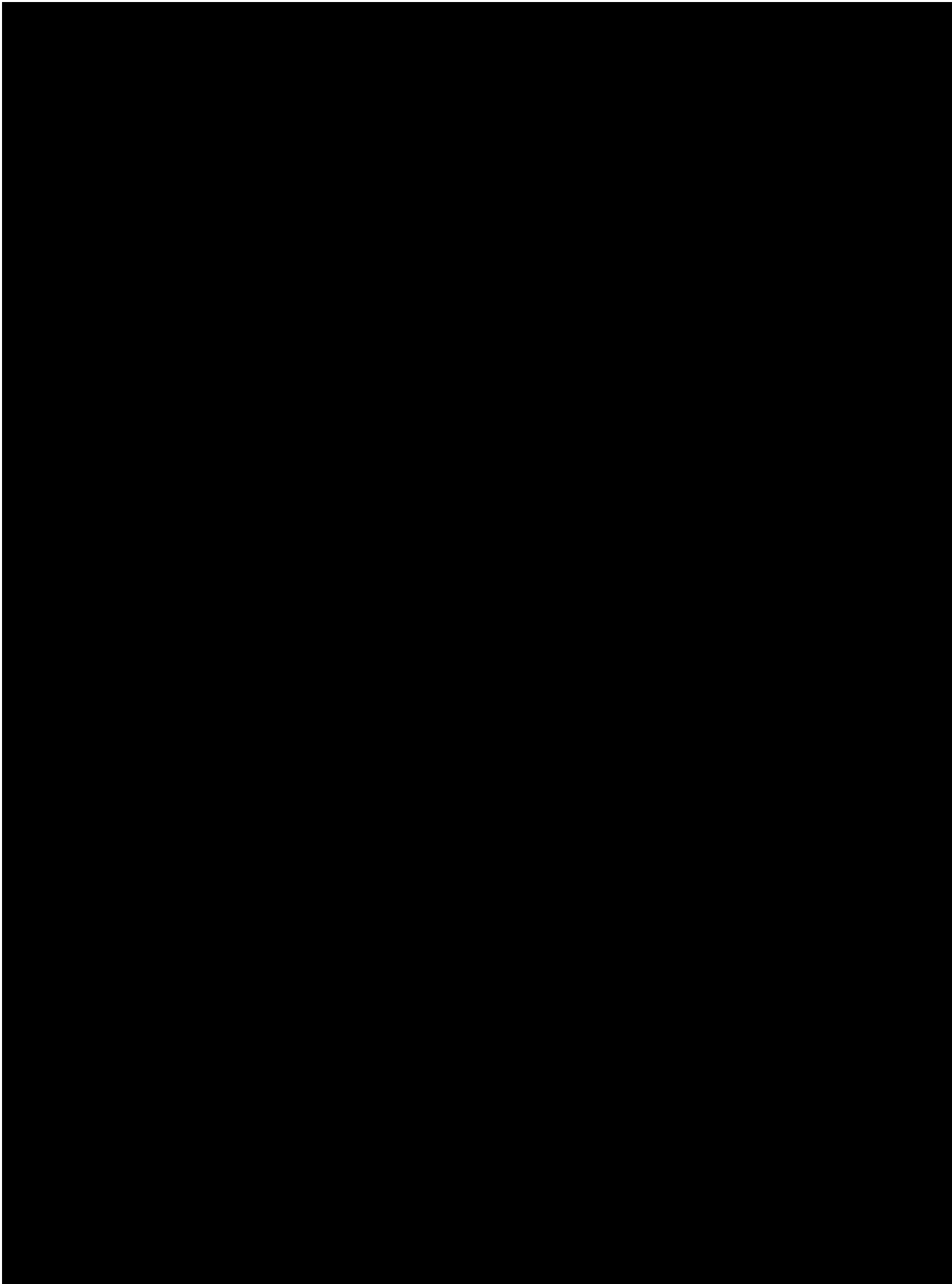


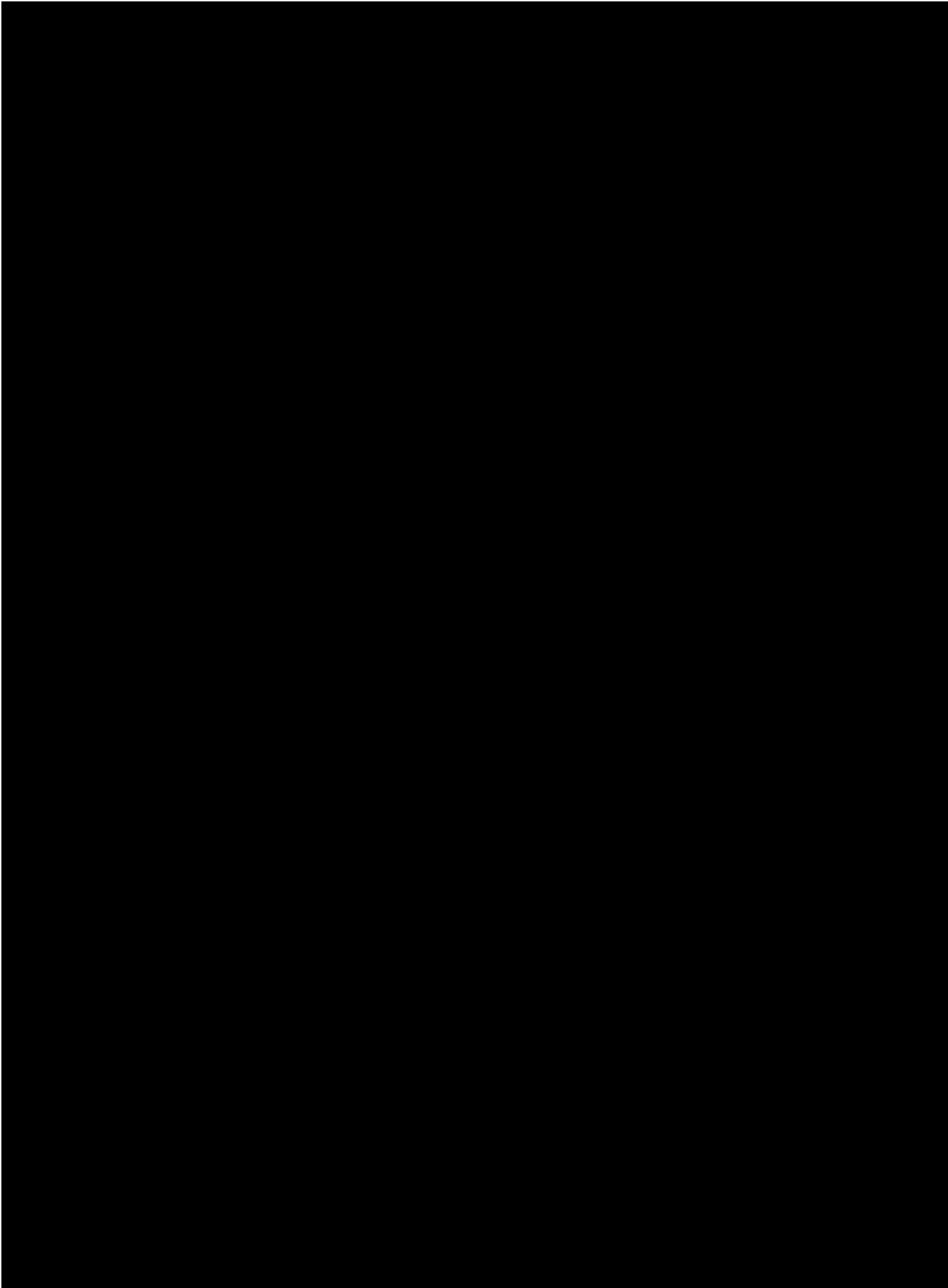


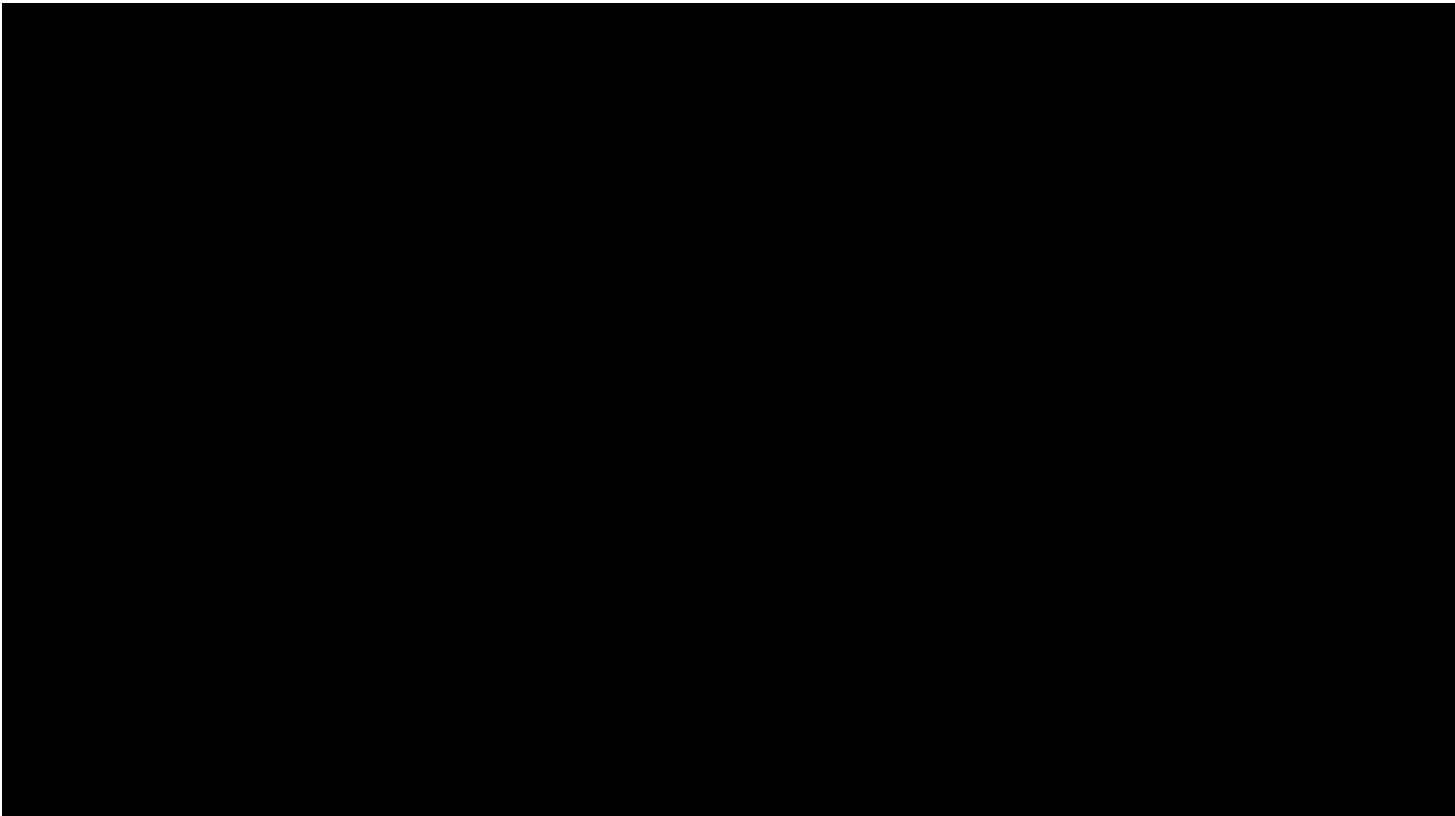












SCHEDULE 3 – ADDITIONAL CUSTOMER TERMS

1. RELEVANT CONVICTIONS

- 1.1 This Clause shall apply if the Customer has so specified in the Order Form.
- 1.2 The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the Criminal Records Bureau procedures or otherwise), is employed or engaged in any part of the provision of the Services without Approval.
- 1.3 For each member of Supplier Staff who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):
 - 1.3.1 carry out a check with the records held by the Department for Education (DfE);
 - 1.3.2 conduct thorough questioning regarding any Relevant Convictions; and
 - 1.3.3 ensure a police check is completed and such other checks as may be carried out through the Criminal Records Bureau,
 - 1.3.4 and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or an inappropriate record.

2. ADDITIONAL STAFFING SECURITY

- 2.1 This Clause 2 shall apply if the Customer has so stipulated in the Order Form.
- 2.2 The Supplier shall comply with the Staff Vetting Procedures in respect of all or part of the Supplier Staff (as specified by the Customer) and/or any other relevant instruction, guidance or procedure issued by the Customer that will be used to specify the level of staffing security required and to vet the Supplier Staff (or part of the Supplier Staff).
- 2.3 The Supplier confirms that, at the Commencement Date, the Supplier Staff were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures and/or any other relevant instruction, guidance or procedure as specified by the Customer.

SCHEDULE 4 – STATEMENT OF WORK (SoW)

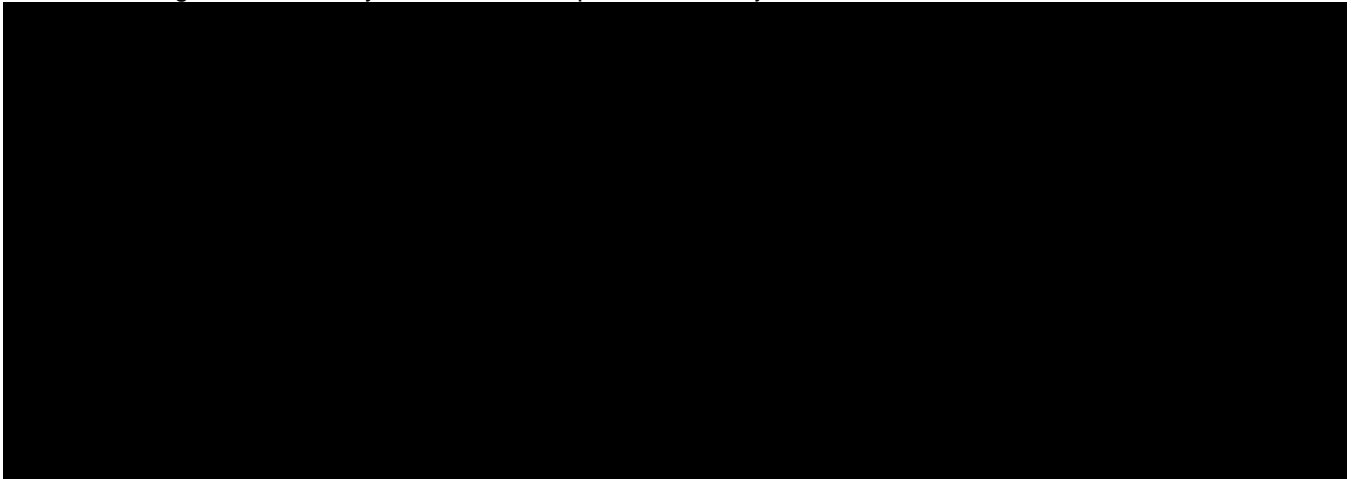
1. SOW DETAILS

Date of SoW:	01/10/2015
SoW Reference:	DS02-021.1
Departmental customer:	Ministry of Justice
Supplier:	WTG Technologies Limited
Release Type(s):	Delivery
Phase(s) of Development:	Alpha and Private Beta
Release Completion Date:	14/01/2016
Duration of SoW	Up to 73 working 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 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 below.
- 2.2



3. DELIVERABLES

- 3.1 Victims Case Management System Alpha and Private Beta
 - 3.1.1 Producing all relevant technical documentation such as system designs, database schemas and interaction design
 - 3.1.2 Data migration planning activity ready to begin migration at the end of private beta
- 3.2 The development of the minimum viable product as specified in the customer's HLBR document (provided as part of the procurement pack).
 - 3.2.1 Including the development of user stories to a state of 'done' (being fully delivered) that are specified in the HLBR document as being included in the MVP
- 3.3 Scrum management and meeting attendance from the team at scrum ceremonies and agile development including:
 - 3.3.1 Managing Jira and ensuring all stories and technical tasks are added and kept updated
 - 3.3.2 Backlog grooming
 - 3.3.3 Monitoring the deliverables of the scrum team and reporting progress to the delivery manager
 - 3.3.4 Producing daily burn down charts to show progress
 - 3.3.5 Attending daily stand ups
- 3.4 Providing and designing Development and Test Environments
 - 3.4.1 Including local development environments, a continuous integration environment, an automated test environment, a functional test environment and a post sprint environment for early customer testing (not UAT). This environments can be rationalised with agreement from the MoJ.
 - 3.4.2 A Jira instance for the project team to use with enough logins to support the team
 - 3.4.3 Printing facilities and resources (such as paper and ink) as required
- 3.5 User engagement to get feedback on Alpha and Private Beta product including:
 - 3.5.1 usability test plans
 - 3.5.2 arranging and facilitating user testing
 - 3.5.3 recording user test results and producing documentation to summarise this feedback
 - 3.5.4 Creating and updating wireframes and screen designs

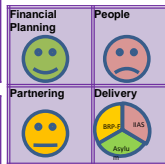
4. BALANCED SCORECARD & KPIS

- 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:

KPI – FINANCIAL AND RESOURCE PLANNING		
Suppliers work with the Authority through planned monthly resourcing meetings and produce a costed resource profile on the standard template provided by the Authority. The forecast resource plans must be credible and capable of maintaining future delivery momentum.		
Measurement		
Costs are accurate and resource plans are credible.	Costs and/or resource levels are incorrect but the plan is broadly credible with some minor adjustments.	Costs and/or profiling do not align with the programme delivery plan and will require substantial reworking to make credible
Source		
Project Manager verification of supplier resource profile and plans feedback		
Owner		
Commercial with Delivery and Finance support.		

KPI - PARTNERING BEHAVIOURS AND ADDED VALUE		
Supplier promotes positive collaborative working relationships within and across team by acting in a transparent manner in line with partnering behaviours. Supplier shows commitment to IPT programme goals through adding value over and above the provision of compensated skilled personnel.		
Measurement		
- No behavioural problems identified. - IPT workshops (such as pulse, think tank, lessons learned) attended and positive contributions made. - Added Value recognised by the programme above provision of compensated skilled resource	- Some minor behavioural problems. - Supplier only attends Some workshops or provides minor contributions. - Supplier adds some value above provision of compensated resource but programme do not regard as significant.	- Significant behavioural problems - Supplier contributions are rare or insignificant and shows little interest in working with other suppliers - no added value contributions recognised by Programme.
Source		
Collective feedback on suppliers from both client and other supplier staff.		
Owner		
Commercial with Delivery verification.		

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 - 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

Not applicable

5.2 PRICE PER STORY POINT CHARGES

Not applicable

5.3 TIME AND MATERIALS CHARGES

5.3.1 The Time and Materials pricing structure shall apply:

- (a) for Services delivered during the Inception and Calibration Stage(s) (or as agreed otherwise by the Parties); and,
- (b) for other aspects of the Services as agreed by the Parties.

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

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

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

5.4 FIXED PRICE
Not Applicable

6. SERVICE CREDITS

6.1 Not applicable

7. ADDITIONAL REQUIREMENTS

[Redacted]

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

Name and Title

Signature and Date

[Redacted]

For and on behalf of the departmental customer:

Name and Title

Signature and Date

[Redacted]

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.

Signed by an authorised signatory for and on behalf of the Customer

Signature:

X

Date:

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

Name:

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature:

Date:

02/11/2015

Name:

Reza Bacchus