Digital Outcomes and Specialist Framework Agreement
Call-Off Contract

This Call-Off Contract for the Digital Outcomes and Specialists Framework Agreement (RM1043iii) includes

The Order Form (Part A), the Schedules (Part B) and the Terms and Conditions (Part C) will become the binding contract after the Further Competition Process has been concluded. Specific details will be added after the award of the Framework Agreement. The Order Form may include:

- Buyer and Supplier details
- contract term
- Deliverables
- location
- warranties
- staffing needs
- staff vetting procedure
- notice period for termination
- standards required (including security requirements)
- charges, invoicing method, payment methods and payment terms
- additional Buyer terms and conditions
- insurances
- business continuity and disaster recovery
- security
- governance
- methodology
- Buyer and Supplier responsibilities

A mockup Order Form (Part A) and Schedules (Part B) is set out below.

During the lifetime of the Framework Agreement, the Call-Off Contract Order Form template will be regularly updated to ensure that it continues to meet user needs.

Part A - Order Form

Buyer	Cabinet Office (the "Buyer")
Supplier	Kainos Software Limited (the "Supplier")
Call-Off Contract/Project Ref.	WP1164
Call-Off Contract title	WP1164 - Java Developer Specialist for GOV.UK PAY
Call-Off Contract description	Provision of a Developer specialist for the GOV.UK PAY team.
Call-Off Contract period	6 months
Start date	05/01/2017
End date	04/07/2017
Call-Off Contract extension option	6 months – subject to mutual written agreement between the Buyer and the Supplier.
Call-Off Contract value	Initial value of £95,760 [redacted] subject to extension option
Charging method	

Capped time and materials (CTM)	
Price per story	
Time and materials (T&M)	X
Fixed price	
Other pricing method or a combination of pricing methods agreed by the parties	

Notice period for termination for convenience	20% of the working days of each Statement of Work, according to clause 23 of this Call off Agreement
Purchase order No.	TBC
Initial SOW package	[See schedule 3.1]

This Order Form is issued in accordance with the Digital Outcomes and Specialists Framework Agreement (RM1043iii).

Project reference: DOS-WP1164-01.
Buyer reference: WP1164

Order date: 13/12/2016
Purchase order: TBC

From: the Buyer
Cabinet Office.
[redacted]

To: the Supplier
Kainos Software Limited
[redacted]

Together:
the "Parties"

Principle contact details

For the Buyer:	Name:	[redacted]
	Title:	
	Email:	
	Phone:	
For the supplier	Name:	
	Title:	
	Email:	
	Phone:	

Call Off Contract term	
Commencement date:	05/01/2017 and is valid for 6 months.

Buyer contractual requirements	
Digital outcomes and specialists services required:	For the provision of a Java Developer for the GOV.UK PAY team.
Warranty period	As per the Call-Off Terms and Conditions.
Location:	[redacted]
Staff vetting procedures:	The level of clearance for this requirement is: Baseline Personnel Security Standard Cleared
Standards:	• ISO 9001, ISO 20000, ISO 27001
Limit on supplier's liability:	As per Call off Contract terms
Insurance:	As per Call off Contract terms

Supplier's information	
Commercially sensitive information:	All Supplier staff personal information and CVs and pricing shall remain confidential and commercially sensitive.

Subcontractors / Partners:	N/A

Call-Off Contract Charges and payment

The method of payment for the Call-Off Contract Charges (GPC or BACS)	[redacted]
Invoice details	Invoices should include a breakdown of charges for the month period.
Who and where to send invoices to:	[redacted]
Invoice information required – eg PO, project ref, etc.	WP1164 number and PO number
Invoice frequency	Monthly in arrears or in line with completed SoW
Call-Off Contract value:	Initial value of £95,760 [redacted] subject to extension option

Call-Off Contract Charges: [redacted]

Charging Method – Time and Materials

Additional Buyer terms

Warranties, representations and acceptance criteria	N/A
Supplemental requirements in addition to the call-off terms	N/A
Buyer specific amendments to/refinements of the Call-Off Contract terms	N/A

Specific terms: N/A

Clause	Minimum number of days held within the Call-Off Contract
6 Warranties, representations and acceptance criteria	As per the Call-Off Contract Terms and Conditions.
22 Managing Disputes	Remains various shown within the Call-Off Contract terms
23 Termination	Remains Fifteen (15) consecutive Calendar Days
28 Help at retendering and handover to replacement supplier	Remains Ten (10) Working days
30 Contract Changes	Remains Five (5) Working Days
31 Force Majeure	Remains Fifteen (15) consecutive Calendar Days
33 Liability	Remains various shown within the Call-Off Contract terms

Formation of Contract

1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.

1.2 The parties agree that they have read the Order Form (Part A) and the Call-Off

Contract terms and by signing below agree to be bound by this Call-Off Contract.

1.3 In accordance with the Further Competition procedure set out in the Framework Agreement, this Call-Off Contract will be formed when the Buyer acknowledges the receipt of the signed copy of the Order Form from the Supplier (the "call-off effective date").

1.4 The Call-Off Contract outlines the Deliverables of the agreement. The Order Form outlines any amendment within the Call-Off Contract. The terms and conditions of the Call-Off Contract Order Form will supersede those of the Call-Off Contract standard terms and conditions.

2. Background to the agreement

(A) The Supplier is a provider of digital outcomes and specialists services and undertook to provide such Services under the terms set out in Framework Agreement number RM1043iii (the "Framework Agreement").

(B) The Buyer served an Order Form for Services to the Supplier on the date stated in the Call-Off Contract.

(C) The parties intend that this Call-Off Contract will not itself oblige the Buyer to buy or the Supplier to supply the Services. Specific instructions and requirements will have contractual effect on the execution of an SOW.

SIGNED:

	[redacted]
Name:	
Title:	
Signature:	
Date:	

Part B - The Schedules

Schedule 1 - Requirements

Link: https://www.digitalmarketplace.service.gov.uk/digital-outcomes-and-specialists/opportunities/1380

Schedule 2 - Supplier's response

WP1164 Work
History Kainos v1-0.›

Schedule 3 - Statement of Work (SOW), including pricing arrangements and Key Staff

Sch 3.1 SOW Details

Date of SOW:	*5/1/17*
SOW Reference:	*DOS*-WP1164-1

Buyer:	*Cabinet Office*
Supplier:	*Kainos Software Limited*
Release Type(s):	*Delivery*
Phase(s) of Development:	*Live*
Release Completion Date:	*31/03/2017*
Duration of SOW	*62 days*
Charging Method(s) for this Release:	*Time and Materials*

3.1.1 The Parties will execute a SOW for each release. Note that 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.

3.1.2 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 will not apply to any other SOW's executed or to be executed under this Call-Off Contract unless otherwise agreed by the Parties.

Sch 3.2 Key Staff

3.2.1 The Parties agree that the Key Staff in respect of this Project are detailed in the table below.

3.2.2 Table of Key Staff:

[redacted]

Sch 3.3 Deliverables

3.3.1 - ePDQ payment gateway integration
3.3.2 - user management and permissions features

3.3.3 - testing and CI pipeline improvements
3.3.4 - platform operability improvements

Sch 3.4 Call-Off Contract Charges

3.4.1. For each individual Statement of Work (SOW), the applicable Call-Off Contract Charges (in accordance with the charging method in the Order Form) will be calculated using all of the following:

- the agreed relevant rates for Supplier staff or facilities, which are inclusive of any applicable expenses and exclusive of VAT and which were submitted to the Buyer during the Further Competition that resulted in the award of this Call-Off Contract.
- the number of days, or pro rata for every part of a day, that Supplier staff or facilities will be actively providing the Services during the term of the SOW.
- a contingency margin of up to 20% applied to the sum calculated on the basis of the above two points, to accommodate any changes to the SOW Deliverables during the term of the SOW (not applicable to Lot 3). The Supplier must obtain prior written approval from the Buyer before applying any contingency margin.

3.4.2 The Supplier will provide a detailed breakdown of rates based on time and materials Charges, inclusive of expenses and exclusive of VAT, with sufficient detail to enable the Buyer to verify the accuracy of the time and material Call-Off Contract Charges incurred.

The detailed breakdown for the provision of Services during the term of the SOW will include (but will not be limited to):

- a role description per Supplier Staff;
- a facilities description;
- the agreed relevant rate per day;
- any expenses charged per day, which are in line with the Buyer's expenses policy (if applicable);
- the number of days, or pro rata for every part day, they will be actively providing the Services during the term of the SOW; and
- the total cost per role / facility

The Supplier will also provide a summary which is to include:

- Total value of this SOW
- Overall Call-Off Contract Charge
- Remainder of value under overall Call-Off Contract Charge

Where: Remainder of value under overall Call-Off Contract Charge = overall Call-Off Contract Charge - sum of total value of all SOWs invoiced

- Whether there is any risk of exceeding Overall Call-Off Contract Charge (and thereby requiring a Contract Change Note (CCN) to continue delivery of Services)

3.4.3 If a capped or fixed price has been agreed for a SOW:

- The Supplier will continue at its own cost and expense to provide the Services even where the agreed price has been exceeded; and
- The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to this order after the agreed price has been exceeded.

3.4.4 Risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges.

- The Buyer will provide access to such Buyer personnel and facilities, if any, required for the delivery of the project as are reasonably necessary, to include without limitation, where applicable, all hardware and software licenses, and access to the required Buyer staff, systems and current and legacy technology (including infrastructure and access to integration points) as needed and within the timeframes required by the Supplier to complete the Services.
- The Buyer will ensure co-operation from other suppliers working on or involved in the project.
- The Buyer is responsible for making available a Buyer Product Owner for the duration of the project that is accessible by the Supplier as reasonably needed and who will perform the functions of a Product Owner in a timely fashion.
- The Buyer acknowledges that the Supplier is providing an individual developer to input into a wider project and the Supplier is only responsible for this individual and not the overall project outcomes and deliverables.

The Supplier will, with prior agreement with the Customer, provide a suitably qualified person should there be an issue with any of their team, or if they are ill or on holiday for more than one week.

3.4.5 Any changes to the Supplier Staff (not applicable to Lot 3 Services) should be agreed with the Buyer and covered by a separate SOW where it cannot be accommodated within an existing SOW.

3.4.6 Multiple SOWs can operate concurrently.

3.4.7 The Supplier will keep accurate records of the time spent by the Supplier staff in providing the services and will provide records to the Buyer for inspection on request (not applicable to Lot 3 Services)

Sch 3.5. Agreement of statement of works

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 [redacted]

Signature and date

For and on behalf of the departmental Buyer:

Name and title [redacted]

Signature and date

Please note that this is the first SOW. If the value of the first SOW is lower than the overall Call-Off Contract value, and subsequent SOW(s) are required to ensure the Services are delivered, they must be raised and signed by the Buyer and the Supplier, with a copy sent to CCS for its records.

If you exceed the overall Call-Off Contract value and Supplier Staff are still required to deliver the services, then a contract change note (CCN) must be raised, explaining the reason(s) for the extension.

Schedule 4 - Contract Change Notice (CCN)

Order Form reference for the Call-Off Contract being varied:

BETWEEN:

Buyer Full Name ("the Buyer")

and

Supplier Full Name ("the Supplier")

1. The Call-Off Contract is varied as follows and shall take effect on the date signed by both Parties:
   Guidance Note: Insert full details of the change including:
   Reason for the change;
   Full Details of the proposed change;
   Likely impact, if any, of the change on other aspects of the Call-Off Contract;

2. Words and expressions in this Contract Change Notice shall have the meanings given to them in the Call-Off Contract.

3. The Call-Off 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 Buyer

Signature:

X______________

Date:	Click here to enter a date.
Name:	Click here to enter text.
Address:	Click here to enter text.

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

Signature:

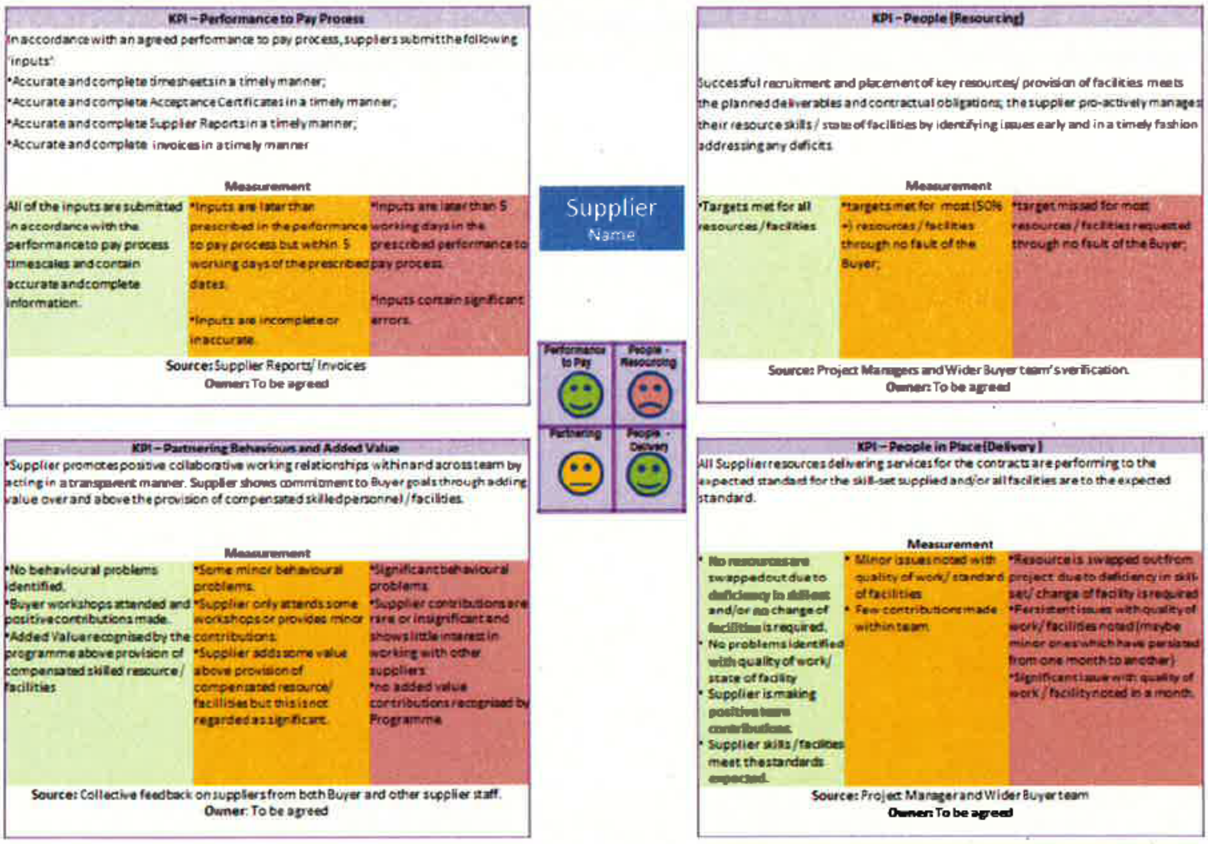
X

Date:	Click here to enter a date.
Name:	Click here to enter text.
Address:	Click here to enter text.

Schedule 5 - Balanced Scorecard

In addition to the Supplier's performance management obligations set out in the Framework Agreement, the Parties may agree to the following Balanced Scorecard & KPIs for this Call-Off Contract (see Balanced Scorecard Model below):

Balanced Scorecard



The purpose of the Balanced Scorecard is to promote contract management activity, through measurement of a Supplier's performance against Key Performance Indicators, which the Buyer and Supplier should agree at the beginning of a Call-Off Contract. The targets and measures listed in the example scorecard (above) are for guidance and should be changed to meet the agreed needs of the Buyer and Supplier.

The recommended process for using the Balanced Scorecard is as follows:

1. The Buyer and Supplier agree a templated Balanced Scorecard together with a performance management plan, which clearly outlines the responsibilities and actions that will be taken if agreed performance levels are not achieved.
2. On an pre-agreed schedule (e.g. monthly), both the Buyer and the Supplier provide a rating on the Supplier's performance
3. Following the initial rating, both Parties meet to review the scores and agree an overall final score for each Key Performance Indicator

4. Following agreement of final scores, the process is repeated as per the agreed schedule

CCS encourages Buyers to share final scores with CCS, so that performance of the Framework Agreement can be monitored. This may be done by emailing scores to: cloud_digital@crowncommercial.gov.uk.

Part C – Terms and conditions

1. Call-Off Contract start date, length and methodology

1.1 The Supplier will start providing the Services in accordance with the dates specified in any Statement of Work (SOW).

1.2 Completion dates for Deliverables will be set out in any SOW.

1.3 The term of this Call-Off Contract will end on the Call-Off Contract period end date listed in the Order Form, or the latest completion date for a Deliverable specified in the final SOW (unless terminated earlier), whichever is the soonest.

1.4 The Supplier will plan on using an agile process, starting with user needs. The methodology will be outlined in the SOW. Waterfall methodology will only be used in exceptional circumstances, and where it can be shown to best meet user needs. Projects may need a combination of of both waterfall and agile methods, playing to their respective strengths.

2. Supplier Staff

2.1 The Supplier Staff will:

- fulfil all reasonable requests of the Buyer
- apply all due skill, care and diligence to the provisions of the Services
- be appropriately experienced, qualified and trained to supply the Services
- respond to any enquiries about the Services as soon as reasonably possible
- complete any necessary vetting procedures specified by the Buyer

2.2 The Supplier will ensure that Key Staff are assigned to provide the Services for their Working Days (agreed between Supplier and Buyer) and are not removed from the Services during the dates specified in the relevant SOW.

2.3 The Supplier will promptly replace any Key Staff that the Buyer considers unsatisfactory at no extra charge. The Supplier will promptly replace anyone who resigns with someone who is acceptable to the Buyer. If the Supplier cannot provide an acceptable replacement, the Buyer may terminate this Call-Off Contract subject to clause 23.

2.4 Supplier Staff will comply with Buyer requirements for the conduct of staff when on Buyer's premises.

2.5 The Supplier will comply with the Buyer's staff vetting procedures for all or part of the Supplier Staff.

2.6 The Supplier will, on request, provide a copy of the contract of employment or engagement (between the Supplier and the Supplier Staff) for every member of Supplier Staff made available to the Buyer.

3. Swap-out

3.1 Supplier Staff providing the Services may only be swapped out with the prior approval of the Buyer (such approval process to be agreed between the Parties).

4. Staff vetting procedures

4.1 All Supplier Staff will need to be cleared to the level determined by the Buyer prior to the commencement of work.

4.2 The Buyer may stipulate differing clearance levels for different roles during this Call-Off Contract period.

4.3 The Supplier will ensure that it complies with any additional staff vetting procedures as requested by the Buyer.

5. Due diligence

5.1 Both parties acknowledge that information will be needed to provide the Services throughout the term of this Call Off Contract and not just at Further Competition. Both parties agree to share such information freely.

5.2 Further to 5.1, both Parties agree that when entering into a Call-Off Contract, they:

5.2.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party

5.2.2 are confident that they can fulfil their obligations according to the terms of the Call-Off Contract

5.2.3 have raised all due diligence questions before the Call-Off Contract

5.2.4 have entered into the Call-Off Contract relying on its own due diligence

6. Warranties, representations and acceptance criteria

6.1 The Supplier will use the best applicable and available techniques and standards and will perform this Call-Off Contract with all reasonable care, skill and diligence, and according to Good Industry Practice.

6.2 The Supplier warrants that all Supplier Staff assigned to the performance of the Services will have the necessary qualifications, skills and experience for the proper performance of the Services.

6.3 The Supplier represents and undertakes to the Buyer that each Deliverable will meet the Buyer's acceptance criteria, as defined in the Call-Off Contract Order Form.

6.4 The Supplier undertakes to maintain any interface and interoperability between third-party software or Services and software or Services developed by the Supplier.

6.5 The Supplier warrants that it has full capacity and authority and all necessary authorisations, consents, licences and permissions to perform this Call-Off Contract.

7. Business continuity and disaster recovery

7.1 If required by the Buyer, the Supplier will ensure a disaster recovery approach is captured in a clear disaster recovery plan. All Supplier Staff must also adhere to the Buyer's business continuity and disaster recovery procedure as required in the delivery of the Services for this project.

8. Payment terms and VAT

8.1 The Buyer will pay the Supplier within 30 days of receipt of a valid invoice submitted in accordance with this Call-Off Contract.

8.2 The Supplier will ensure that each invoice contains the information specified by the Buyer in the Order Form.

8.3 The Call-Off Contract Charges are deemed to include all Charges for payment processing. All Invoices submitted to the Buyer for the Services shall be exclusive of any Management Charge.

8.4 All payments under this Call-Off Contract are inclusive of VAT.