



Crown  
Commercial  
Service

# DIGITAL SERVICES RM1043ii CALL-OFF CONTRACT

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

## PART A – ORDER FORM

**PROJECT REFERENCE:** DS02-088  
**CUSTOMER REFERENCE:** Single Intelligence Platform

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:** 16/03/2016  
**PURCHASE ORDER NUMBER:** 7384697

**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:

Home Office Digital (HOD),  
Home Office (HO)  
4th Floor,  
2 Marsham Street,  
London,  
SW1P 4DF

**TO: the “Supplier”**

Equal Experts  
Level 1,  
30 Brock Street  
London  
NW1 3FG

**TOGETHER: the “Parties”**

## PRINCIPAL CONTACT DETAILS:

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

## 1. CALL-OFF CONTRACT TERM

1.1	<b>Commencement Date:</b>	18/03/2016
1.2	<b>Term of Call-Off Contract:</b>	Up to 2 years ([REDACTED])
1.3	<b>Date the Customer served an Order Form for Services on the Supplier:</b>	[REDACTED] 17/03/2016

## 2. CUSTOMER CONTRACTUAL REQUIREMENTS

2.1	<b>Digital Services required:</b>	For the provision of Digital Services to support the Single Intelligence Platform under the DS02-088 project
2.2	<b>Warranty Period:</b>	90 Days date of customer acceptance of release
2.3	<b>Location(s)/Premises:</b>	Home Office Sheffield, Home Office Croydon, Central London
2.4	<b>Relevant Convictions:</b>	N/A
2.5	<b>Staff Vetting Procedures:</b>	Security Clearance Required
2.6	<b>Exit Planning:</b>	If the contract is called off prior to the completion of the project[s], arrangements must be made for the transition of services to an alternate provider. This will involve working alongside Home Office and resource from other suppliers to ensure a seamless handover so that the project[s] remain to delivery schedule and meet quality standards.
2.7	<b>Security Requirements:</b> (including details of Security Policy and any additional Customer security requirements)	All supplier resource will need to be Security Cleared to work on Home Office projects; Supplier resource must be based in the locations specified and cannot work from overseas. All Resource must comply with Home Office Security Arrangements
2.8	<b>Protection of Customer Data:</b>	Anybody working at the Home Office requires SC, and Resources must comply with Home Office Data Standards
2.9	<b>Standards:</b>	<a href="#">Digital by Default Service Standard</a>
2.10	<b>Business Continuity and Disaster Recovery:</b>	N/A
2.11	<b>Liability:</b>	£1,000,000
2.12	<b>Insurance:</b>	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: N/A

3.2 Commercially Sensitive Information:

[REDACTED]

3.3 Key Sub-Contractors/Partners: N/A

### 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]

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

PO, Project Ref and Title, break down by role

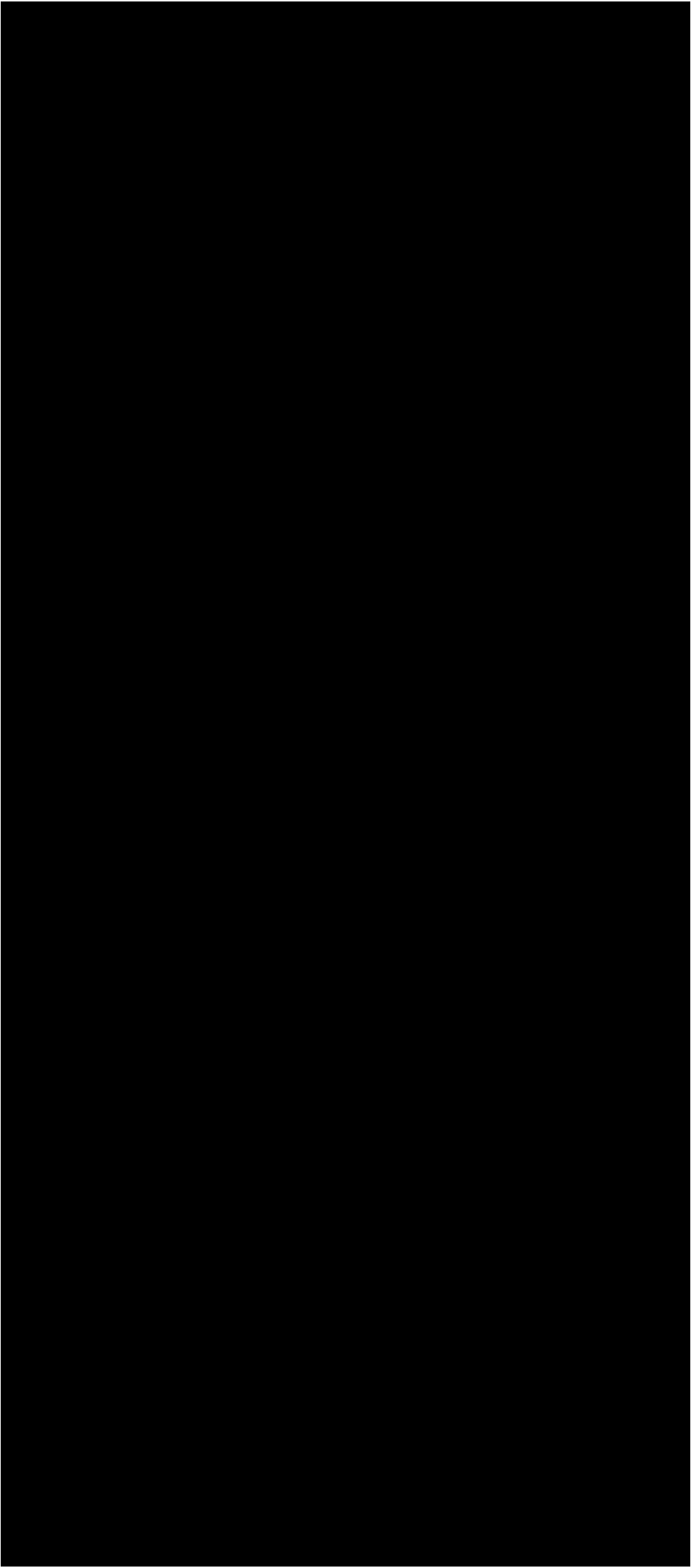
4.2 Invoice Frequency

Monthly

4.3 Contract Value:

£1,220,800.00

**4.4 Contract Charges:**



## 5. ADDITIONAL AND/OR ALTERNATIVE CLAUSES

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

Proposed individuals who are non-British/EEA nationals must either be in possession of leave to remain with no restrictions on their time to live/work in the UK or their leave to remain must be valid for the duration of this award and permit work in this capacity.

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

Supplementary to Clause 15 “Conflicts of Interest and Ethical Walls” of the Framework Agreement the following additional terms will apply:

5.2.1 The Supplier shall take all appropriate steps to ensure that their Supplier Staff are not in a position where (in the reasonable opinion of the Authority and/or Customer) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier Staff and another Supplier who are both performing the Services to the Customer under this Framework Agreement or any Call Off Agreement. Any breach of this Clause 5.2 shall be deemed to be a Material Breach.

5.2.2 The Supplier acknowledges and agrees that a conflict of interest may arise in situations including (without limitation) where:

the Supplier Staff is related to someone in another Supplier team who both form part of the same team performing Services under this Framework Agreement; or

the Supplier Staff has a business interest in another Supplier who is part of the same team performing Services under this Framework Agreement.

5.2.3 The Supplier shall, where there is a risk of a conflict or potential conflict, promptly (and prior to the Call Off Commencement Date of any affected Call Off Agreement, unless agreed with the Customer otherwise) notify the Customer of such conflicts of interest and how they plan to mitigate the risk by establishing the necessary ethical wall arrangement(s) to eliminate any conflict of interest which may exist as a result of the Supplier Staff personal or commercial situations as per Clause 5.2. Details of such arrangements are to be submitted as soon as is reasonably practicable to the Customer.

5.2.4 Upon receipt of the notification in Clause 5.2.3, the Customer at their sole discretion will advise Supplier if the ethical walls are acceptable or if the Supplier Staff should be removed from the team providing the Services to the Customer.

### 5.3 SPECIFIC TERMS:

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

## 6. FORMATION OF CONTRACT

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

**SIGNED:**

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 1 – REQUIREMENTS

#### CURRENT SITUATION/ BACKGROUND:

1. Home Office Digital designs, builds and develops products for the rest of the department and for government. Our services are used by millions of people a week and sit at the core of the Home Office's function. Digital and technology solutions are helping the Home Office to provide simpler, clearer and faster services that meet the needs of our users.
2. The Single Intelligence Platform (SIP) is being developed by Home Office Digital with the aim of enabling the Home Office to easily create actionable and relevant intelligence. This will facilitate the wider sharing of intelligence information, up to OFFICIAL level, across Border Force, Immigration & Enforcement and HM Passport office.
3. SIP will allow intelligence officers to record and share relevant intelligence across these Home Office entities in a uniform manner, and replaces a legacy system which is due to be decommissioned in May 2016.

#### CURRENT ROLES AND RESPONSIBILITIES:

Role	Responsibilities
Governance and Decision Making	<ul style="list-style-type: none"> <li>• Home Office retain autonomy in key decision making, including when to progress or halt the project.</li> <li>• Home Office owns the pipeline of work and decides the key objectives and milestones of all the projects.</li> <li>• Home Office will provide the governance for these projects.</li> <li>• Home Office provides Product Owners and Service Managers, who own and prioritise the backlog that the team work from.</li> <li>• Home Office has the professional leadership e.g. Heads of Profession who will quality assure and ensure standards are met.</li> </ul>
Team Roles	Most of the teams will be jointly staffed by Home Office colleagues/other suppliers. A full list of existing capability is provided below.
Intellectual Property (IP)	Home Office retains the IP for any product or service developed by supplier staff whilst contracted to work in the Home Office.
Security Clearance	Home Office will seek Security Clearance for Personnel.
Email & Tools	Home Office will provide an email address and access to tools for personnel.



#### REQUIRED OUTCOMES:

1. SIP development is currently in Phase 1
2. SIP is currently in Private Beta and is moving into Public Beta in March 2016. The legacy system will be switched off in May 2016.
3. The goal of SIP phase 1 is to replace the core functionality of the legacy service which will generate significant cost savings. The service has recently launched a pilot (private beta) service to a small number of users.
4. The remaining key milestones for Phase 1 are:
  - a. 1st March - Launch Public Beta and start rollout to target users.
  - b. End April - Complete user migration to SIP
  - c. 31st May - Decommission legacy system
5. Beyond Phase 1 there may be further work to extend the functionality and integrate with other Home Office intelligence systems.

#### REQUIRED CAPABILITIES AND OUTCOMES OF THE SUPPLIER:

Home Office Digital operates in an agile way and therefore the successful bidder will need to be comfortable operating in an environment of managed uncertainty, in which the exact roles and capabilities required will occasionally change.

The successful bidder will be expected to work in teams jointly staffed by other suppliers, embedded civil servants and the suppliers' resource.

We have provided an indication below of the capabilities currently required as part of this procurement, but may require more of similar roles further down the road.

#### CUSTOMER'S REQUIRED CAPABILITIES AND OUTCOMES:

Capabilities	Outcomes
<b>Software Engineering and Ongoing Support</b>	<p>We would expect Developers to be able to deliver novel software from a combination of open source and custom code. Developers would be expected to be able to iterate rapidly to produce a functional product.</p> <p>In order to deliver our outcomes, we currently require the following :</p> <ol style="list-style-type: none"> <li>1. <b>Developer x 6</b> – must be able to devise creative and open source solutions for software needs. Developers will need to be proficient in the following:           <ol style="list-style-type: none"> <li>a. Programming languages - Java, Javascript</li> <li>b. Frameworks - Spring (Boot, Security, MVC), Thymeleaf</li> <li>c. Testing frameworks - Jasmine, JUnit, Zombiejs, Mocha, Jmeter</li> <li>d. Databases - Mysql, Neo4j</li> <li>e. Other - Keycloak, Github</li> <li>f. Cloud: AWS</li> </ol> </li> <li>2. <b>Quality Assurance Analyst</b> – Work with the team to create automated and manual frameworks to ensure delivery of a quality service.</li> </ol>

**System Administration and Web Operations**

**3. Web Ops/ Devops** – support development teams in the construction of software that is easy to operate, scale and secure. Expertise in infrastructure, configuration management, monitoring, deployment, security, scalability, capacity planning and operating production systems is essential. Experience of building AWS multi-zone environments is required. Engineers will need to be proficient in the following and have experience running them in complex production platforms:

- a. Jenkins
- b. Flyway
- c. Kubernetes
- d. Vault
- e. Coreos
- f. Keycloak
- g. Github
- h. AWS
- i. Gradle

**THE METHODOLOGY:**

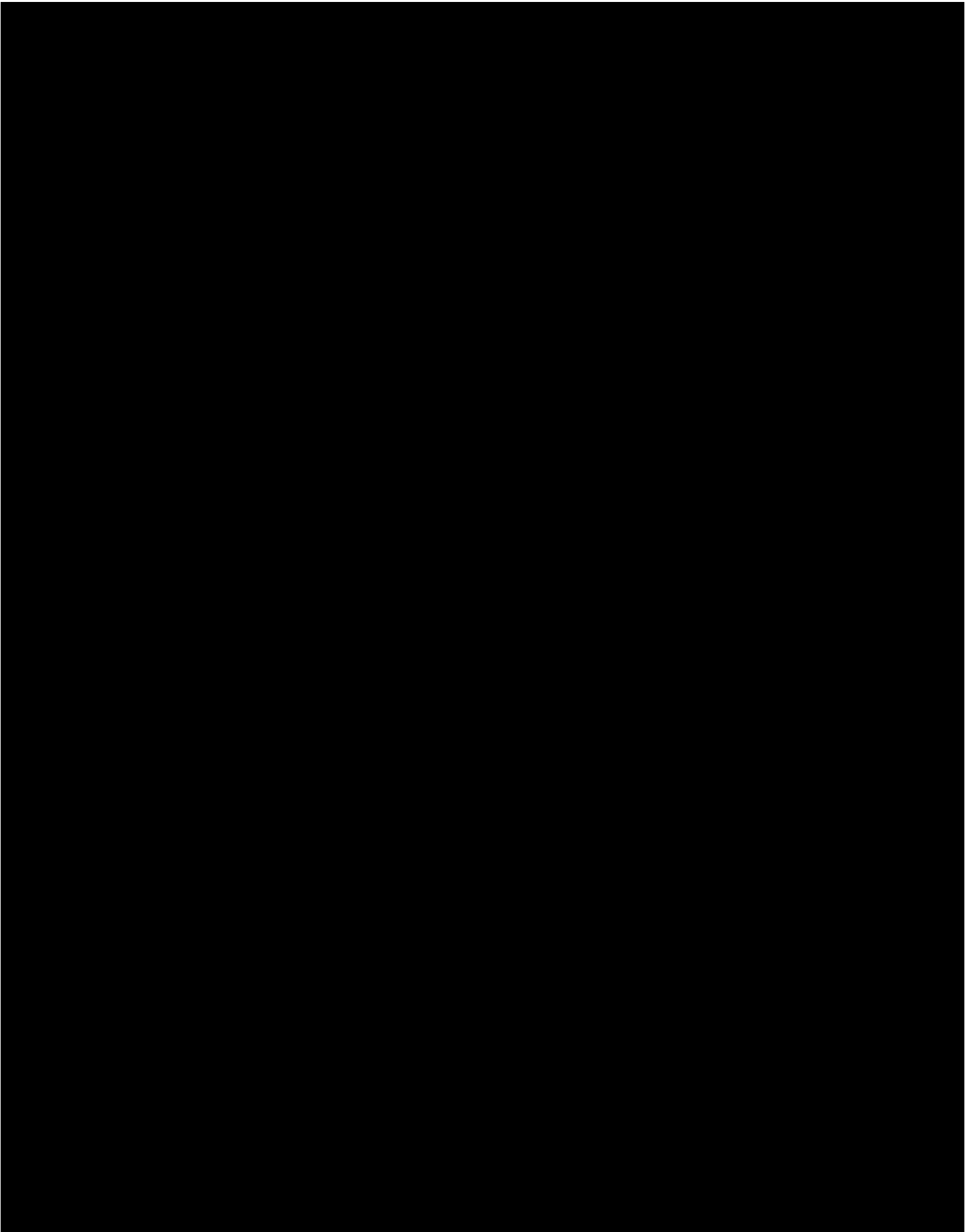
This project will follow agile methodology and the Government Service Design Manual (<https://www.gov.uk/service-manual>)

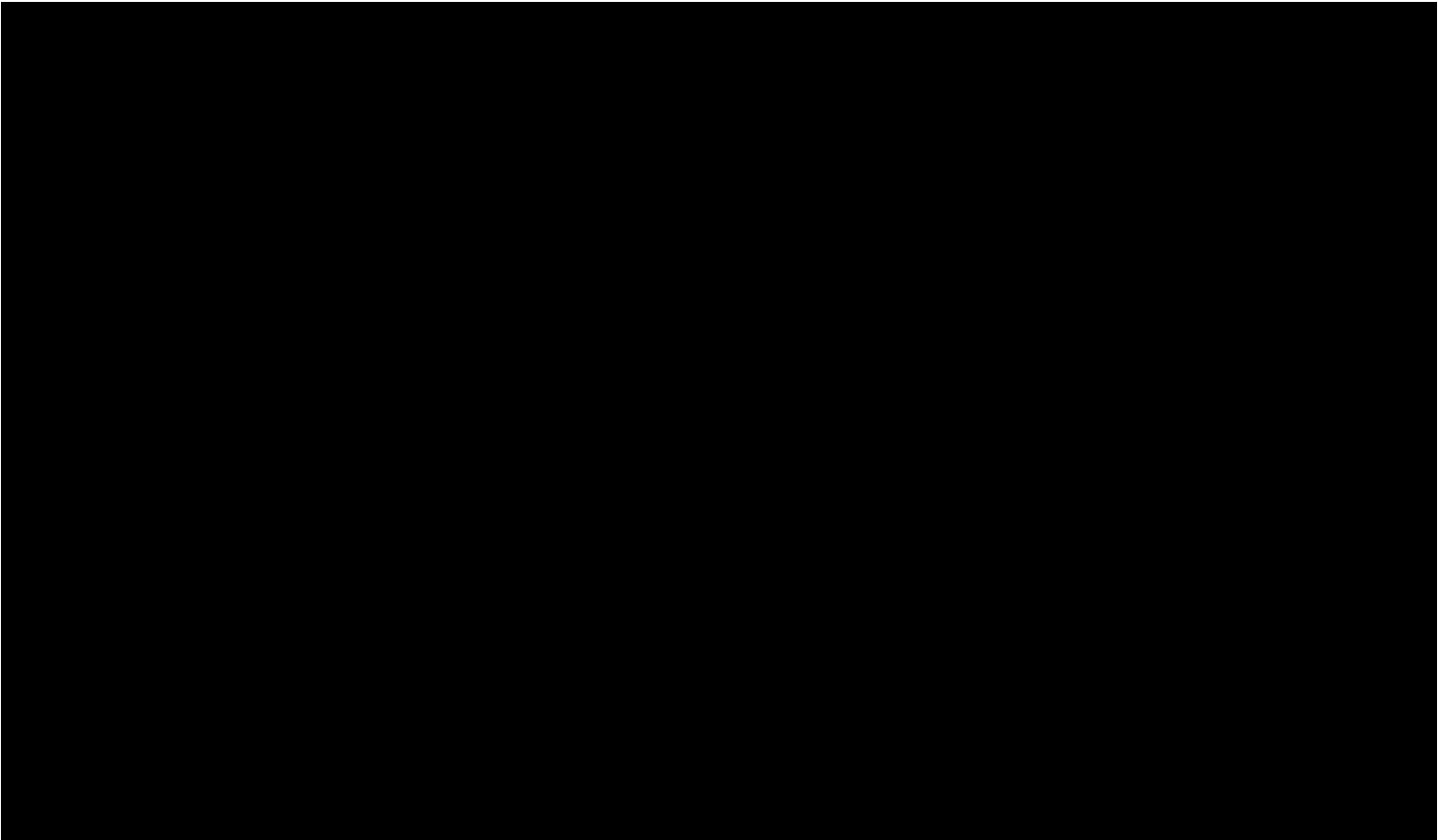
**GOVERNANCE:**

Home Office have the following governance arrangements in place:

- The relevant Heads of Profession will Quality Assure the projects
- In-house Service Managers will decide on priorities going forward
- Home Office will retain key decision making
- Home Office Digital will appoint a single point of contact to act as a supplier manager

## SCHEDULE 2 – SUPPLIER'S RESPONSE





## **SCHEDULE 3 – ADDITIONAL CUSTOMER TERMS**

### **1. RELEVANT CONVICTIONS**

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

### **2. ADDITIONAL STAFFING SECURITY**

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

## SCHEDULE 4 – STATEMENT OF WORK (SoW)

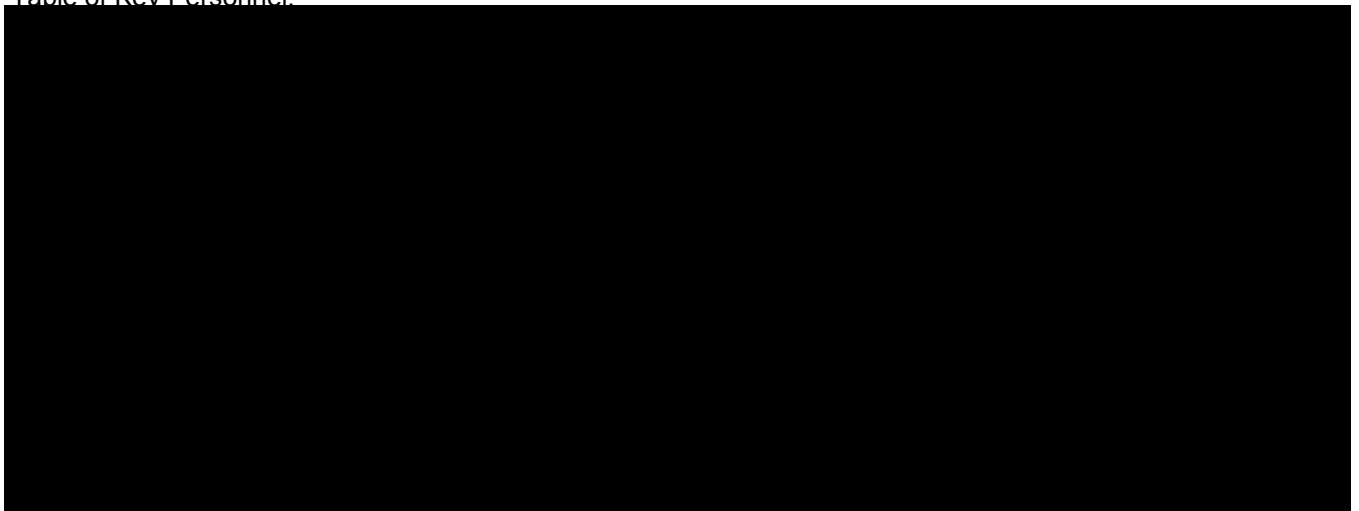
### 1. SOW DETAILS

<b>Date of SoW:</b>	17/03/2016
<b>SoW Reference:</b>	DS02-088.1
<b>Departmental customer:</b>	Home Office
<b>Supplier:</b>	Equal Experts
<b>Release Type(s):</b>	Delivery
<b>Phase(s) of Development:</b>	Beta
<b>Release Completion Date:</b>	End of Sprint
<b>Duration of SoW</b>	2 Weeks (10 Working Days)
<b>Charging Mechanism(s) for this Release:</b>	Capped 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:



### 3. DELIVERABLES

#### PROJECT DESCRIPTION

The project seeks to replace an intelligence system for the Border, Immigration and Citizenship part of the Home Office with a user friendly, cost effective, and innovative system. This supports and enables the work the Home Office does to tackle abuses at the UK border and within the immigration and citizenship system and contribute to the overall government objective of cutting crime and reducing organised immigration crime. It will also deliver significant financial savings.

#### DELIVERABLES

The supplier resource will make up the agile delivery team and as such will be responsible for setting the sprint backlog items to be delivered in this sprint, upon commencement of the contract. This will take c.2 days to complete (Sprint Planning Phase), after which the team will be responsible for delivering the items (Sprint Deliver Phase) identified in the sprint planning period. They will be expected to work with the customer and existing capabilities provided by other suppliers to deliver the below. In line with agile principles, the items referred to below will be living artifacts, produced to a degree of refinement governed by the time-box. Focus on the most important / time critical areas will be encouraged.

##### Onboarding (5 Days - Concurrent)

- Onboard 2 new team members, including:
  - Introducing new team members to the vision for the product/service and assign KPIs
  - Agree individual roles/goals with the customer
  - Integrate and introduce to existing team members
  - New team members to attend inductions as appropriate
  - Obtain Security Passes and clearances as required
  - Onboard with Agile Delivery Plan

##### Sprint Planning (1-2 Days)

- Identify Sprint backlog items to be delivered in this sprint, along with the other members of the agile delivery team, as prioritized by the Product Owner.
- Work with agile delivery team members to refine backlog items with acceptance criteria and UI designs.

##### Sprint Delivery (8-10 Days)

- Prepare for and deliver the release of Beta Product increment(s) to Production environment.
- Re-prioritise the Product Backlog
- Deliver a working build, test and deploy pipeline supported by both automated and manual testing.
- Report back to the Product Owner on the deliverables achieved during this phase and on progress towards the high level plan.
- Draft Statement of Work (in concert with the customer) for the next 3 months.

In producing the deliverables above, the supplier will be expected to lead on the following activities:













- Software delivery
- Architecture design
- Technical strategy and the choice of toolset.
- Technical review of the software code
- Quality Assurance; automated and manual testing, implementation of the agreed Definition of Done (DoD).
- Review and approval of product features by the Product Owner
- Release of Beta Product increment (s) to Production and development environments.

### 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><b>KPI – FINANCIAL AND RESOURCE PLANNING</b></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><b>Measurement</b></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><b>Source</b></p> <p>Project Manager verification of supplier resource profile and plans feedback</p> <p><b>Owner</b></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>	<p><b>KPI - PEOPLE</b></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><b>Measurement</b></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><b>Source</b></p> <p>Project Managers verification of recruitment and retention.</p> <p><b>Owner</b></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><b>KPI - PARTNERING BEHAVIOURS AND ADDED VALUE</b></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><b>Measurement</b></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 but programme do not regard as significant.</td><td>- Supplier adds some value above provision of compensated resource</td><td>- no added value contributions recognised by Programme.</td></tr></table> <p><b>Source</b></p> <p>Collective feedback on suppliers from both client and other supplier staff.</p> <p><b>Owner</b></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 but programme do not regard as significant.	- Supplier adds some value above provision of compensated resource	- no added value contributions recognised by Programme.	<table><tr><td>Financial Planning </td><td>People </td></tr><tr><td>Partnering </td><td>Delivery </td></tr></table>	Financial Planning 	People 	Partnering 	Delivery 	<p><b>KPI - DELIVERY</b></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><b>Measurement</b></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><b>Source</b></p> <p>Project Manager verification from retro's.</p> <p><b>Owner</b></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.
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## 5. CONTRACT CHARGES

The following charging mechanism, for this SoW is outline below:

- ☐ CAPPED TIME AND MATERIAL CHARGES

### 5.1 CAPPED TIME AND MATERIAL CHARGES

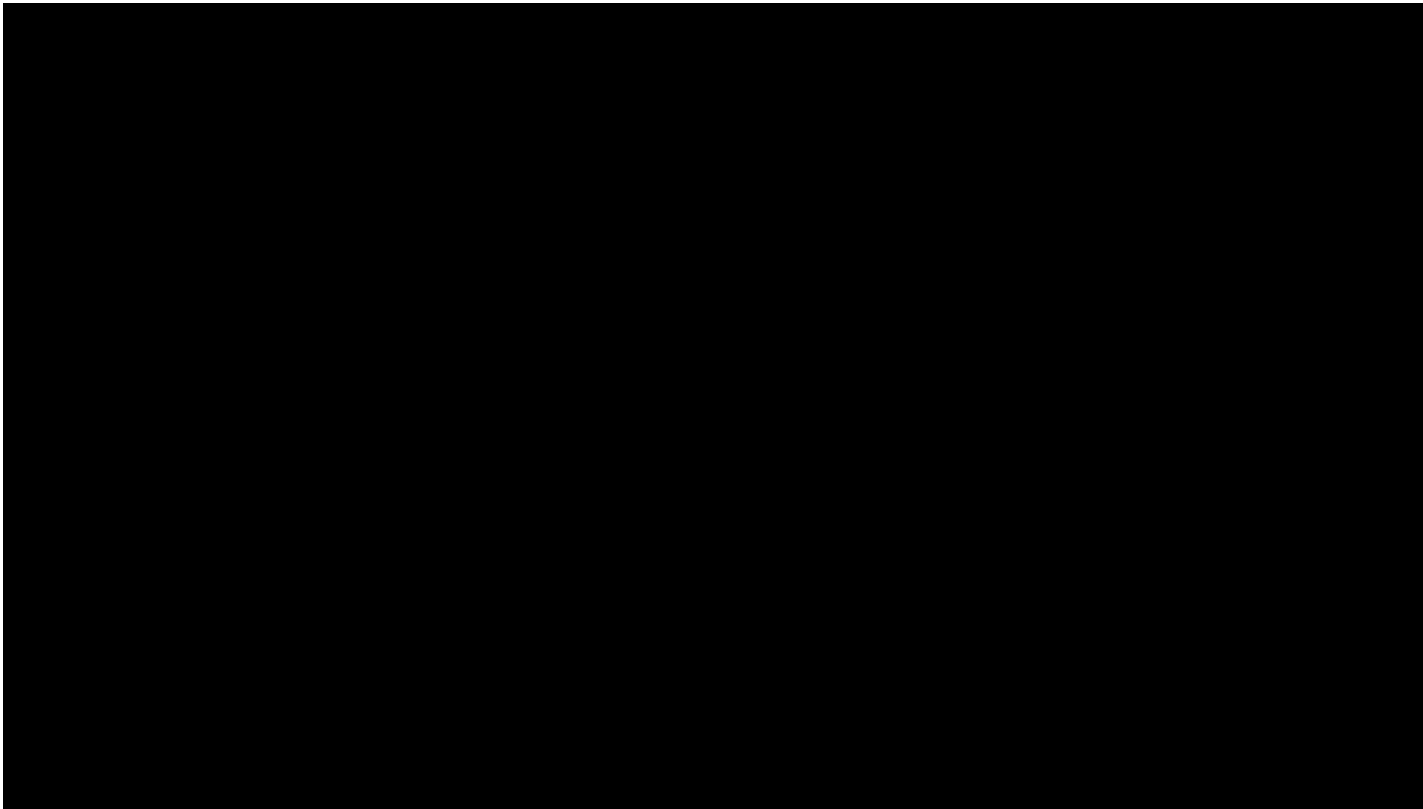
- 5.1.1 Where Services for this Release are being delivered on a Capped Time and Materials Basis, the provisions of this paragraph 5.1 and the Time and Material Rates set out at paragraph 5.3.5 shall apply.
- 5.1.2 The maximum price the Supplier is entitled to charge the departmental customer for Services delivered on a Capped Time and Material Charges basis (excluding VAT but including Expenses) shall be:  
[REDACTED]
- 5.1.3 Capped 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.
- 5.1.4 The Supplier acknowledges and agrees that it shall provide the Services in relation to this Release within the Maximum Price set out at paragraph 5.1.2 above and it shall continue at its own cost and expense to provide the Services even where the price of Services delivered to the departmental customer on a Capped Time and Materials basis has exceeded the Maximum Price.
- 5.1.5 The departmental customer shall have no obligation or liability to pay for the cost of any Services delivered in respect of this SoW after the Maximum Price has been exceeded.

### 5.2 PRICE PER STORY POINT CHARGES

- 5.2.1 N/A

### 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)



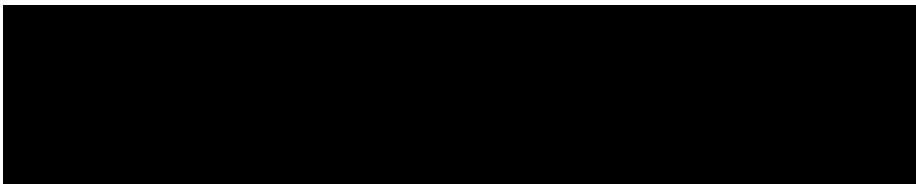
5.4 FIXED PRICE

5.4.1 N/A

6. **SERVICE CREDITS** *Applicable Only In Relation To Price Per Story Point Contract Charges*

6.1 N/A

7. **ADDITIONAL REQUIREMENTS**



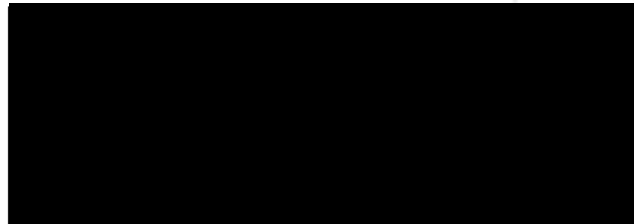
8. **AGREEMENT OF SOW**

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

**For and on behalf of the Supplier:**

Name and Title

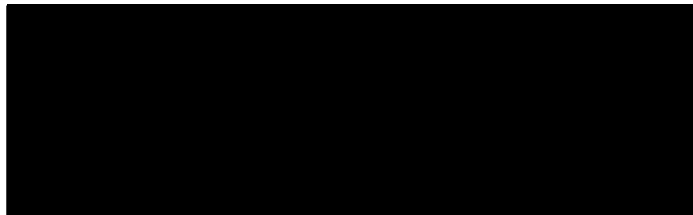
Signature and Date



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

Name and Title

Signature and Date



Please note that the first SoW is signed by CCS. Any subsequent SoW(s) would require the departmental customer's signature. With a copy sent to CCS for its r56,0cords.

## 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.