



Crown
Commercial
Service

DIGITAL SERVICES RM1043ii CALL-OFF CONTRACT

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

PART A – ORDER FORM

PROJECT REFERENCE: [DS02-013]

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: [14/09/2015.]

PURCHASE ORDER NUMBER: [8000013550]

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:
[HM Revenue & Customs (HMRC) for Civil Service Resourcing
Bush House, The Strand, London WC2B 4RD]

TO: the “Supplier”

[Valtech Ltd
[DUNS Number: 49-379-6767
120 Aldersgate Street, London EC1A 4JQ]

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 | Commencement Date: | 14/09/2015 |
| 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: | 14/09/2015 |

2. CUSTOMER CONTRACTUAL REQUIREMENTS

- | | | |
|------|---|--|
| 2.1 | Digital Services required: | For the provision of Fast Stream and Early Talent Recruitment System, according to Government Digital Service Design Standards and Agile Methodology under the DS02-013 project |
| 2.2 | Warranty Period: | 90 Days date of customer acceptance of release |
| 2.3 | Location(s)/Premises: | Bush House, The Strand, London WC2B 4RD |
| 2.4 | Relevant Convictions: | Supplier shall ensure that its employees, agents and sub-contractors comply, with the provisions of the Bribery Act 2010. The Supplier shall take all reasonable steps, in accordance with Good Industry Standard, to prevent Fraud by Staff and the Supplier (including its shareholders, members, directors) in connection with the receipt of monies from the Customer. |
| 2.5 | Staff Vetting Procedures: | Supplier shall comply with the HMG Baseline Personnel Security Standard (BPSS) in respect of all persons employed or engaged in the provision of the Services. The Supplier confirms that all persons employed or engaged by the Supplier have been vetted and recruited in accordance with the BPSS and SC checks. |
| 2.6 | Exit Planning: | Supplier must meet the performance management criteria. At the point of contract end, all equipment, details and data held by the Supplier on individuals will be recovered, or destroyed. Access to electronic reports will be passed over to CSR Fast Stream & Early Talent Team. This shall be confirmed in writing by the Supplier |
| 2.7 | Security Requirements:
(including details of Security Policy and any additional Customer security requirements) | Supplier shall take all reasonable steps, in accordance with Good Industry Standard, to prevent Fraud by staff. The Supplier shall ensure and procure that the availability, provision and delivery of the services under this Framework Agreement and the Services under any Call-Off Agreement shall not infringe any Intellectual Property Rights of any third party. |
| 2.8 | Protection of Customer Data: | Supplier shall not store, copy, delete, disclose, remove, corrupt, or use the Customer Data except as necessary for the performance by the Supplier of its obligations under this Agreement. In accordance with FW-42 - 45 of RM1043ii, the Supplier shall ensure that the Supplier Staff are aware of the Supplier's confidentiality obligations under this Framework Agreement and shall use its best endeavours to ensure that the Supplier Staff comply with the Supplier's confidentiality obligations under this Framework Agreement and in relation to the Call-Off Agreements. |
| 2.9 | Standards: | <u>Digital by Default Service Standard</u> . In accordance with the principals set out in the Digital Manual located at https://www.gov.uk/service-manual/agile and as may be updated from time to time. |
| 2.10 | Business Continuity and Disaster Recovery: | As per Call-Off Contract. |
| 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</i> |

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"

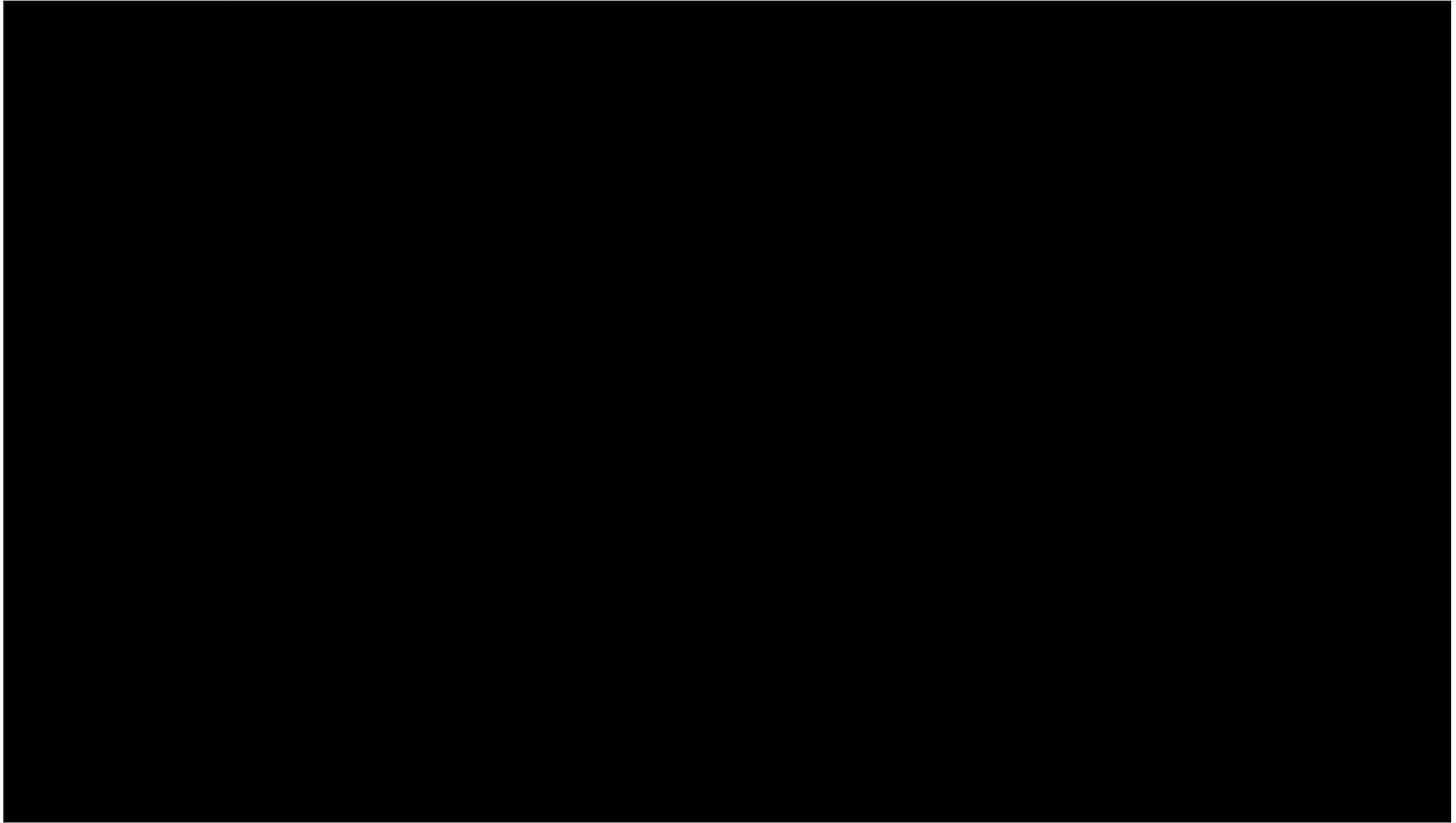
3. SUPPLIER'S INFORMATION

- 3.1 **Supplier Software and Licences:** [REDACTED]
- 3.2 **Commercially Sensitive Information:** [REDACTED]
- 3.3 **Key Sub-Contractors/Partners:** None

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.** [REDACTED]
- 4.2 **Invoice Frequency** Monthly
- 4.3 **Contract Value:** £1,864,250.00

4.4 Contract Charges:



5. ADDITIONAL AND/OR ALTERNATIVE CLAUSES

5.1 Supplemental requirements in addition to the Call-Off Terms

The Call-off agreement under this framework – RM1043ii - shall be accessible to Audit Twelve (12) Months after the expiry of the Call-off Agreement period or following termination of the Call-off Agreement.

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

Supplier shall at all times comply with the Value Added Tax Act 1994 and all other statutes relating to direct or indirect taxes.

Failure to comply may constitute a material breach of this Contract and the Customer may terminate the Contract, by written notice to the Supplier with immediate effect.

In the event of such a termination, where supplier has any responsibility for handling of customer data, any customer data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Supplier shall be liable for the cost of reconstitution of that data and shall reimburse the Customer in respect of any charge levied for its transmission and other related costs.

The Supplier shall provide to the Customer the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or Self-Assessment reference of any agent, Supplier or sub-contractor of the Contractor prior to the commencement of any work under this Contract by that agent, supplier or sub-contractor. Upon a request by the Customer, the Supplier shall not employ or will cease to employ any agent, supplier or sub-contractor.

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	Amended to: Period up to One hundred and Twenty (120) consecutive Calendar Days
28	CHANGES TO CONTRACT	Remains Five (5) Working Days
36	DISPUTE RESOLUTION	Amended to: Level of Representative to whom disputes should be escalated to: Finance Director, Product Manager, or Equivalent, in accordance with FW29 of the framework Agreement – RM1043ii.
37	LIABILITY	As per Call-Off Terms compliant to FW-37 of RM1043ii
38	TERMINATION EVENTS	Amended to: Non-compliance with Value Added Tax and Other Tax, compliant to FW-47, 47.1-47.2 of RM1043ii, and PART 8 FW43, 43.1-43.2 of Call-Off Agreement.

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

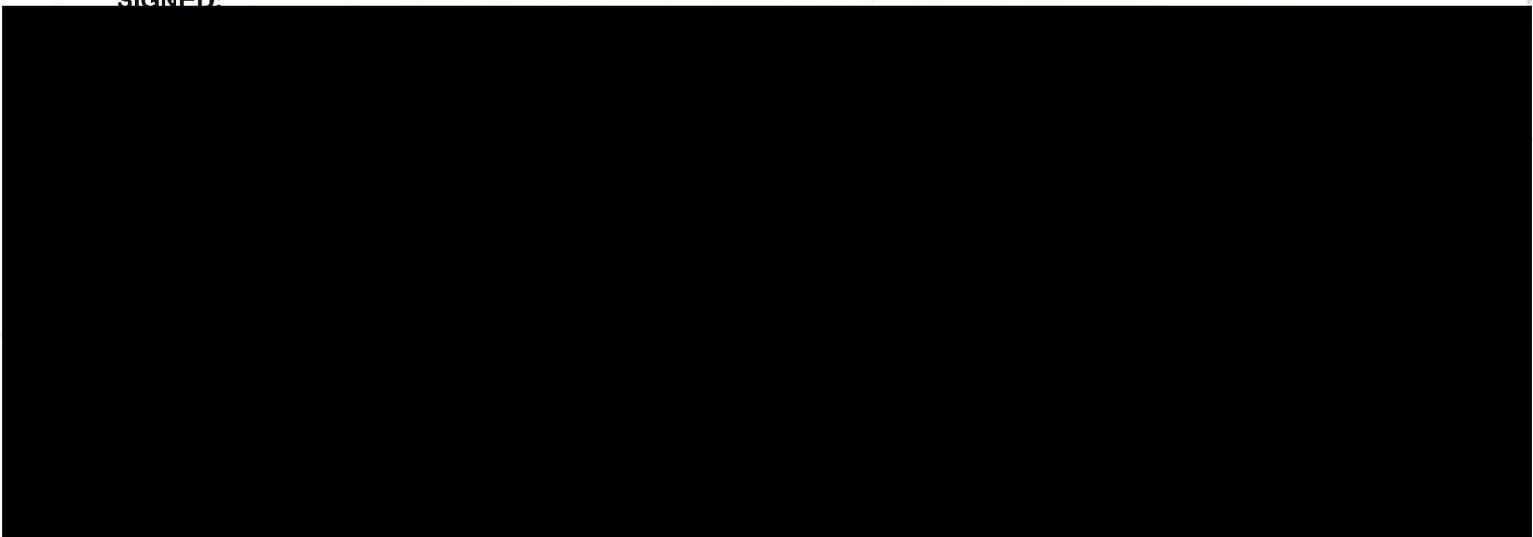
the signed copy of the Order Form from the Supplier within two (2) Working Days from receipt (the "Call-Off Effective Date").

- 6.4 The Call-Off Agreement outlines the deliverables and objectives 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:





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:

This project is being run for the 'Fast Stream and Early Talent' team who are part of Civil Service Resourcing. Civil Service Resourcing is a cross-government expert HR Service, hosted by HMRC. Although operating within HMRC, it has a remit to deliver recruitment and resourcing services across the whole of the Civil Service.

Fast Stream and Early Talent specifically covers the recruitment of graduates into the Fast Stream, appointments of Fast Track apprenticeships, and for the recruitment of individuals onto the diversity internship programmes. At a high level, the requirements of these schemes are comparable, as are many of the user needs; our plan is therefore to create a shared platform enabling prospective candidates to apply to any of the schemes for which they are eligible. The new service will replace existing separate, outdated – and soon to be 'out of contract' – services, provided by third-party suppliers, which do not meet digital by default service standards.

The Fast Track currently seeks to recruit around 750 apprentices into the Civil Service. The Fast Stream is a high profile talent management programme designed to attract and recruit annually around 1,000 high calibre graduates. The internship programme recruits c.400 interns annually, and encourages those from under-represented (BME, lower socio-economic and disabled) groups to apply to join the Civil Service. It is anticipated that these numbers will grow in the future (e.g. perhaps to several thousand apprentices), and though these figures relate to the volume of successful appointments, the volume of applications each year is far higher (e.g. c. 40,000 apply for Fast Stream, c. 13,000 for Fast Track).

The Fast Track currently comprises five different specialist frameworks; the Fast Stream, eighteen different specialist options, with separate but related internship schemes. Application and recruitment is run on a fixed annual cycle opening each year in January and July respectively. Additional Fast Stream schemes for project delivery professionals and tax professionals are also anticipated and some Fast Stream schemes also run second intakes in the spring. Additional regional elements may be added to the Fast Track - the new service must therefore be flexible enough to accommodate the total Fast Stream and Early Talent recruitment offer, the make-up and mix of which can vary from year to year.

The system will need to include the following areas of functionality:

- User registration to the service – user authentication, not identity assurance
- User application to the schemes on offer – including simple validation of eligibility
- On-line test selection and completion – via seamless interfaces to third party products
- Assessment center bookings – linking assessor and candidate availability
- Assessment of candidates – pass mark setting, results of online tests and assessment centres
- Communication of progress – throughout multiple stages and final results
- Back office administration – including recruiter administration of candidate progress, (self-serve) assessor appointments management; near real time management information dashboards, extraction of reports.

- Additional functions – download and printing of candidate applications; upload of assessment centre reports; submission of candidate and assessor travel and subsistence claims; matching candidate applications to departmental bids by location and preference.

Work to date:

A discovery and alpha phase have been completed. The alpha delivered a minimum viable product that proved the feasibility of delivering a high quality Fast Stream application experience using a bespoke, open-source, cloud-based product designed around candidates' needs.

The alpha identified opportunities to deliver significant improvements in the overall user experience, particularly by radically reducing the number of screens needed and data points collected during the application process. Although the alpha has focused on the applicant experience, we believe these improvements also highlight opportunities to reduce 'avoidable contact' and deliver further efficiencies in the back office.

The alpha focused on one of the Fast Stream schemes as a proof of concept, in parallel we are continuing to research and understand the detailed user needs for the Fast Track, internships, other Fast Stream schemes, back-office users and assessors.

Current artifacts:

The following attached documents and links provide more detailed information:

01. User Personas
02. User Research and Feedback
03. High level user needs analysis
04. Draft user stories
05. Applicant user journeys
06. Cross-scheme common functionality mapping
07. Detailed Fast Stream application journey
08. GDS Alpha assessment report:
<https://gdsdata.blog.gov.uk/civil-service-fast-stream-service-assessment/>
09. Alpha code:
<https://github.com/TransformCore/CSR-Fast-Stream-frontend.git>
<https://github.com/TransformCore/CSR-Fast-Stream-backend>
<https://github.com/TransformCore/CSR-Fast-Stream-Domain-Model>
10. Alpha (Fast Stream) Prototype: <http://vhbwk0.axshare.com/prototype/login/vhbwk0> pw:
catballfrog

CURRENT ROLES AND RESPONSIBILITIES:

The Customer has established a product definition team consisting of a Product Manager, User Researcher and Business Analyst. This team is experienced at working in an agile manner and is responsible for identifying user needs, defining user stories, prioritising the product backlog for delivery and conducting ongoing user testing as the product develops iteratively. The team has direct access to key business stakeholders and the various customers of the service. The Product Manager reports to a Service Manager who also has responsibility for the future service delivery model, and a light-touch programme board will be established to oversee the two projects (system and service).

The product definition team will be co-located with the product development team – in Bush House, London – and it is envisaged that these will work collaboratively together in an agile manner, agreeing, for example, user story acceptance criteria, the priority of stories for delivery, planning and commitment of each sprint and a mutually agreeable definition of done.

REQUIRED OUTCOMES:

It is intended to break the project into three major phases that will align with our need to make functionality available to applicants in January and July 2016.

To note, throughout the life of this agreement, both the Customer and Supplier agree that the detail and level of functionality for each phase will be agreed as part of joint work planning.

Phase 1: From September 2015 to December 2015: Fast Track

This phase will require the development of the functionality that will allow Fast Track applicants to register, enter their personal details, understand their eligibility, provide diversity information and choose various combinations of Fast Track frameworks and locations. Basic MI dashboards should be made available to back office users to show volumes of applicants at each stage of the process supported by the digital service, and extraction of more detailed reports should be possible. This functionality must be developed in line with the GDS digital design principles and style guide, taking account of continuous user testing throughout the sprint cycle to enable the service to have reached sufficient quality to pass a GDS beta service assessment by the end of December 2015, enabling the functionality to be deployed to public beta for candidates to start applications to the Fast Track in January 2016. It will also be necessary to ensure that we have in place appropriate mechanisms to support assisted digital service provision for Fast Track candidates.

It is strongly desired that within this time frame it will also be possible to deliver the full functionality to enable the booking of assessment centre appointments; to match up candidates and assessor availability – via self-service and back-office assisted means; upload of assessment centre results following attendance and enable informing applicants of outcomes. If this is not possible, then substantial progress must have been made that would enable this functionality to be deployed in one or more prioritised service releases by the end of February 2016.

Phase 2: From January 2016 to July 2016: Fast Stream

With successful delivery of the Fast Track application process and supporting back office administration functions to Public Beta, attention will now need to be divided between supporting the public Fast Track service (bug resolution and continuous improvement based on user testing and feedback), and developing the Fast Stream and Internship scheme specific functionality in private beta, perhaps as a separate branch. By building on the common components already delivered, via scheme specific configuration and screen tailoring, this phase must enable applications to the Fast Stream to begin in July 2016.

By early June 2016 it will be necessary to have configured and delivered the functionality to enable Fast Stream applicants to register, complete their personal details, understand their eligibility, provide diversity information and apply for the various combinations of Fast Stream Schemes and Option combinations of their choice. As an absolute minimum, the system must be developed to the point that applicants can be directed seamlessly via API to complete online tests provisioned by a third party, and the results of these tests can be returned to back office users and applicants. Basic MI dashboards should be made available to back office users to show volumes of applicants at each stage of the process, and extraction of more detailed reports should be possible. This functionality must be developed in line with the GDS digital design principles and style guide, taking account of continuous user testing throughout the sprint cycle to enable the service to have reached sufficient quality to pass a GDS beta service assessment by the end of June 2016, enabling the functionality to be deployed to public Beta for candidates to start applications to the Fast Stream in July 2016. It will also be necessary to ensure that we have in place appropriate mechanisms to support assisted digital service provision for Fast Stream candidates.

It is strongly desired that within this time frame it will also be possible to deliver the full functionality to enable the booking of assessment centre appointments; to match up candidates and assessor availability – via self-service and back-office assisted means; upload of assessment centre results following attendance and enable informing applicants of outcomes - for some schemes there will be additional assessments and online tests that must be catered for in system workflows. If this is not possible, then the Supplier will aim to have made substantial progress must have been made that would enable this functionality to be deployed in one or more prioritised service releases by the end of September 2016.

Phase 3: From August 2016 to June 2017: Route to Live

Following successful delivery of the required functionality to Public Beta that has enabled all 2016 applications to have been completed, focus will now move to bug resolution and continuous improvement activities that will lead ultimately to the service passing a GDS live service assessment; progressing to this stage will be dependent on the project passing a GDS spending control assessment, in addition to a service assessment. As the 2016 application year closes, the 2017 window will open and changes arising from government policy changes regarding the type and number of Fast Track Frameworks and Fast Stream Schemes will also require implementation.

REQUIRED CAPABILITIES AND OUTCOMES OF THE SUPPLIER:

CUSTOMER'S REQUIRED CAPABILITIES AND OUTCOMES:

Mandatory Required Capabilities and Outcomes of the Supplier	
Capabilities	Outcomes
Software Engineering and Ongoing Support	Propose roles, seniority and numbers of each required to deliver required outcomes in line with the project timeline.
Agile Product Design and Delivery	Provision of a Delivery Manager.
Front-End Design and Interaction Design	Provision of Designer(s) - propose seniority and numbers of each required to deliver required outcomes in line with the project timeline.

Optional Required Capabilities and Outcomes of the Supplier	
Suppliers also have the option to propose the following if it is believed it is required. Please note, Suppliers must have been awarded the optional Capability to be able to provide it within their bid.	
Capabilities	Outcomes
System Administration and Web Operations	Propose roles, seniority and numbers of each required to deliver required outcomes in line with the project timeline.

THE METHODOLOGY:

It is expected that the Supplier will work in close collaboration with the Customer, forming 'one team' and, following an agile approach, enable regular and iterative deployments of code. Whilst the Customer will take lead responsibility for defining user needs, conducting research and carrying out testing, it will be everyone's responsibility to put the user at the heart of the project. Our delivery and development will be user-centered throughout.

The Customer will identify all user journeys and provide user stories based on real user's needs, determined from research and continuous testing of the product as it develops; together with the Supplier, Customer will agree in writing testable acceptance criteria and an appropriate definition of 'done'.

The Supplier shall use reasonable endeavours to perform continuous integration with automated testing and a clearly defined deployment pipeline to ensure that quality is built in and measured from the start, through user team assessments and feedback, delivering high quality deliverables, at the agreed cost. |

GOVERNANCE:

To be agreed in writing with the Supplier, but expected to involve the following activities:

- Day to day collaborative working and its management is expected to be achieved via weekly scrum meetings (which may include daily standups, retrospectives, sprint planning, backlog grooming, show cases etc) to be attended by appropriate representatives from the Supplier's project team and the Customer's product owner.
- At the end of each sprint – a formal review of progress made against the current SoW with the Product Manager.
- Monthly review with Service Manager including formal review of PMO products etc - aligned to occur in advance of and with the business' existing stakeholder boards.
- MI products - burn down charts, individual's availability matrix, forecasting of commitment – Supplier to provide weekly.
- Risk register and assumptions log – Customer administers but owned, reviewed and updated jointly.
- Supplier input to any ad-hoc meetings necessary to address and resolve issues, remove blockers.
- Continuation check point meetings – prior to Fast Track GDS beta assessment, post Fast Track GDS beta assessment, prior to GDS Fast Stream beta assessment, post GDS Fast Stream beta assessment.
- GDS spend control approval will be needed to progress from beta to live development (autumn 2016). |

[REDACTED]

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:	15/09/2015
SoW Reference:	DS02-013.1
Departmental customer:	HM Revenue & Customs (HMRC) for Civil Service Resourcing
Supplier:	Valtech Ltd
Release Type(s):	Inception
Phase(s) of Development:	Beta
Release Completion Date:	16/10/2015
Duration of SoW	20 working days
Charging Mechanism(s) for this Release:	Capped 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, however parties agree that documents will change and evolve through the course of the SoW:
 - 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 Annex4: High Level Objectives for the Release]
- 1.4 The Supplier shall not be liable for any loss, damage, delay or failure to provide the Services or Deliverables caused by or arising from the Customer's direct and non-correctable failure to comply with its obligations under this Call-Off Order; where the Customer's non-compliance cannot be corrected or resolved without impacting on delivery
- 1.5 Where changes to timescales, scope, deliverables or costs are outside of those agreements of the documents that form the contractual agreement, such changes will be dealt with via the Contract Change Note (Schedule 5).

2. SUPPLIER TEAM MEMBERS

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

3. DELIVERABLES AND OBJECTIVES

- 3.1 Create a Shared project register of Assumptions, Dependencies, Risks, Issues and Decisions.
- 3.2 An agreed scope and backlog for the Fast Track Minimum Viable Product (MVP), with stories sized relatively.
- 3.3 Determine feasibility of using the Tax Platform:
 - 3.3.1 Survey the platform services provided, and conduct a 'first pass' suitability assessment
 - 3.3.2 Establish a working build pipeline on the Tax Platform
 - 3.3.3 If applicable, develop and deploy basic component(s) to de-risk selected platform service integration
- 3.4 Confirm the development technology stack to be used, based on the Tax Platform investigation

- 3.5 Outline high level technical architecture
- 3.6 Draft user journey for the Fast Track MVP
 - 3.6.1 Develop a first iteration HTML prototype for the candidate user journey
 - 3.6.2 If possible, conduct early round(s) of user testing with the prototype
- 3.7 Agreed process and protocol details including: a definition of done; story acceptance protocol, project tracking metrics, standard sprint timetable.
- 3.8 Draft Statement of Work for the first delivery phase
- 4. BALANCED SCORECARD & KPIS**
- 4.1 In addition to the Supplier's performance management obligations set out in the framework Agreement, where appropriate the Parties will agree a Balanced Scorecard &/or KPIs for this Release.

5. CONTRACT 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.

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]

5.1.2 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.

5.1.3 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.

5.1.4 Save in accordance with a Variation or additional SOW, 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

[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) (Estimated cost for a SoW from Supplier proposal).]



5.4 FIXED PRICE
(Unused)

6. SERVICE CREDITS
(Unused)

7. ADDITIONAL REQUIREMENTS



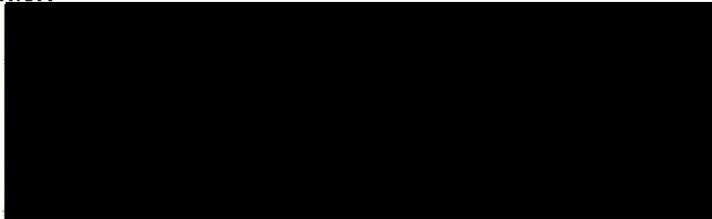
8. AGREEMENT OF SOW

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

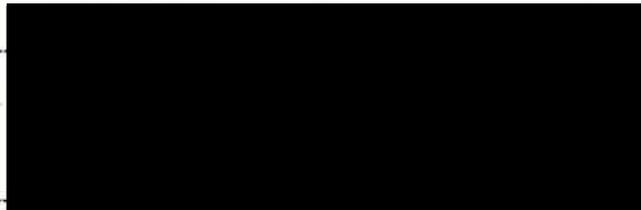
Signature and Date



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 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.