



Crown
Commercial
Service

RM 1557vii

G-CLOUD 7

Call-Off Agreement and Call-Off Terms

2016-9 HMCTS Reform Programme -B401

PRJ_715 Con _14091

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

Schedule 2: Call-Off Terms

Effective Date	01/12//2016	Order Reference	IT 14091
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FROM:

Customer	Ministry of Justice (MOJ) "Customer"
Customer's Address	102 Petty France, London, SW1A 2HD
Invoice Address	SSCL, Phoenix House, P.O. Box 769, Newport, South Wales. NP20 9BB. email: enquiries@hmpr.gsi.gov.uk Tel: 0845 010 3502
Principal Contact	Name: [REDACTED] Address: [REDACTED] Phone: [REDACTED] e-mail: [REDACTED]

TO:

Supplier	Digi2al Limited "Supplier"
Supplier's Address	[REDACTED]
Account Manager	Name: [REDACTED] Address: [REDACTED] Phone: [REDACTED] e-mail: [REDACTED]

1. TERM
1.1 Commencement Date This Call-Off Agreement commences on: 01/12/2016
1.2 Expiry Date This Call-Off Agreement shall expire on:

1.2.1 30/11/2018; or

1.2.2 the second (2) anniversary of the Commencement Date; whichever is the earlier, unless terminated earlier pursuant to Clause CO-9 of the Call-Off Agreement.

1.3 Services Requirements

1.3.1 This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services utilized by Customer may vary from time to time during the course of this Call-Off Agreement, subject always to the terms of the Call-Off Agreement.

1.3.2 G-Cloud Services

1.3.2.1 Lot1 IaaS N/A;

1.3.2.2 Lot 2 PaaS N/A;

1.3.2.3 Lot 3 SaaS Design & Development Service 7886 6984 4485 4910 ;(Details in 12.1 below).

1.3.2.4 Lot 4 N/A;
Specialist G-Cloud
Services

1.3.2.5 G-Cloud
Additional Services
N/A.

2. PRINCIPAL LOCATIONS

2.1 Principal locations where the services are being performed

102 Petty France, London. SW1A 2HD; Rose Court, Southwark Bridge Road, London. SE1 9HS; Southern House, Wellesley Grove, Croydon. CR9 1DY.

3. STANDARDS

3.1 Quality Standards

The relevant MOJ quality metrics and standards will be applied, as agreed or specified in each Work Package.

3.2 Technical Standards

The technical standards required for this Call-Off Contract are The GDS Service manual <https://www.gov.uk/service-manual/agile> as the basis for engagement.

MoJ standards and Policies regarding Open Source, Development Methodology and Application Design will be adopted, as directed by the Buyer.

4. ONBOARDING / OFFBOARDING**4.1 On-boarding**

In accordance with the HMCTS Reform Programme policies.

4.2 Off-boarding

In accordance with the HMCTS Reform Programme policies.

5. CUSTOMER RESPONSIBILITIES**5.1 Customer's Responsibilities**

Digi2al Ltd will be working closely alongside the customer as part of a team, and are reliant on MOJ in order to fully understand and meet the user needs of the project. MOJ will need to be involved in:

- setting the overall direction, prioritisation of product backlog,
- helping Digi2al Ltd understand the various users and their needs,
- getting access to real users,
- any on-boarding and induction into the project,
- access to any necessary environments, premises, data, encryptions and security access
- regular meetings with the supplier manager and pro-active resolution of blockers and issues,
- access to and participation in, when appropriate at programme level groups for; technical architecture, business strategy, supplier engagement, department communications.

5.2 Customer's equipment

Provision of a suitable working environment for the delivery of services.

6. PAYMENT

6.1 Payment profile and method of payment

Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment, e.g. Government Procurement Card (GPC) or BACS

BACS

Indicate preferred payment profile by selecting one from:

6.1.1 Monthly in arrears

6.2 Invoice format

The Supplier shall issue electronic invoices Monthly in arrears. The Customer shall pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph 6.2, the payment profile set out in paragraph 6.1 above and the provisions of this Call-Off Agreement.

6.3 Cost of Service

The total cost of this agreement is £2,445,300.00 [REDACTED] but excluding VAT, as per the below breakdown;

Days	Quantity	SFIA Level	Rate £	Net	[REDACTED]	[REDACTED]
440	0.25	7	1100	121,000	[REDACTED]	[REDACTED]
440	1	6	950	418,000	[REDACTED]	[REDACTED]
440	2	5	850	748,000	[REDACTED]	[REDACTED]
440	3	4	675	891,000	[REDACTED]	[REDACTED]
440	0	3	500	0	[REDACTED]	[REDACTED]
440	0	2	475	0	[REDACTED]	[REDACTED]
440	2	1	450	396,000	[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SFIA Rates

The following table lists the daily rates for Digi2al consultants based on a matrix for Skills for the Information Age (SFIA). The rate table is available for pricing any future programme requirements.

- Working Day - 8 Hours exclusive of travel or lunch
- Working Week – Monday to Friday excluding national holidays
- Office Hours – 09:00 to 17:00 Monday through Friday
- Professional Indemnity Insurance – included in day rate

SFIA level	Strategy & Architecture	Business Change	Solution Development & Implementation	Service Management	Procurement & Management Support	Client interface
1. Follow	450	475	450	450	450	450
2. Assist	475	550	475	475	475	475
3. Apply	500	650	500	500	500	500
4. Enable	675	750	675	675	675	675
5. Ensure/Advise	765	850	765	765	765	765
6. Initiate/Influence	925	950	925	925	925	925
7. Set Strategy, Inspire, Motivate	1100	1100	1100	1100	1100	1100

7. DISPUTE RESOLUTION**7.1 Level of Representative to whom disputes should be escalated to:****7.2 Mediation Provider**

Centre for Effective Dispute Resolution.

8. LIABILITY**Subject to the provisions of Clause CO 11 'Liability' of the Call-Off Agreement:**

8.1 The annual aggregate liability of either Party for all defaults resulting in direct loss of or damage to the property of the other Party (including technical infrastructure, assets, equipment or IPR but excluding any loss or damage to the Customer Data or Customer Personal Data) under or in connection with this Call-Off Agreement shall in no event exceed £1 million.

8.2 The annual aggregate liability for all defaults resulting in direct loss, destruction, corruption, degradation or damage to the Customer Data or the Customer Personal Data or any copy of such Customer Data, caused by the Supplier's default under or in connection with this Call-Off Agreement shall in no event exceed £1 million during the Call-Off Agreement Period.

8.3 The annual aggregate liability under this Call-Off Agreement of either Party for all defaults shall in no event exceed the greater of £100,000.

9. INSURANCE**9.1 Minimum Insurance Period**

Six (6) Years following the expiration or earlier termination of this Call-Off Agreement

9.2 To comply with its obligations under this Call-Off Agreement and as a minimum, where requested by the Customer in writing the Supplier shall ensure that:

- **professional indemnity insurance** is held by the Supplier and by any agent, Sub-Contractor or consultant involved in the supply of the G-Cloud Services and that such professional indemnity insurance has a minimum limit of indemnity of one million pounds sterling (£1,000,000) for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time;
- **employers' liability insurance** with a minimum limit of five million pounds sterling (£5,000,000) or such higher minimum limit as required by Law from time to time.

10. TERMINATION
<p>10.1 Undisputed Sums Time Period</p> <p>At least ninety (90) Working Days of the date of the written notice specified in Clause CO-9.4 of the Call-Off Agreement.</p> <p>10.2 Termination Without Cause</p> <p>At least thirty (30) Working Days in accordance with Clause CO-9.2 of the Call-Off Agreement.</p>

11. AUDIT AND ACCESS
<p>Twelve (12) Months after the expiry of the Call-Off Agreement Period or following termination of this Call-Off Agreement.</p>

12. PERFORMANCE OF THE MANAGED SERVICES.				
12.1 The Managed Service.				
12.1.1. The Managed Service in conjunction with the Programme Management will determine and agree service levels within the agreed financial framework (Out of hours / overtime, incident / problem management).				
12.2 Work Packages. Attached in Appendix 1.				
12.2.1 Work Packages				
Workpackage reference	Function	Start Date	End Date	Value £
Lot 3 14091/1	Programme Management	December 2016	March 2017	████████
Lot 3 14091/2	Delivery Management	December 2016	March 2017	████████
Lot 3 14091/3	Build	December 2016	March 2017	████████
Lot 3 14091/4	Test	January 2017	March 2017	████████
Lot 3 14091/5	Deploy	January 2017	March 2017	████████
Lot 3 14091/6	Run	March 2017	July 2017	████████
12.2.2 If so required by the Customer, the Supplier shall produce within one (1) Month of the Commencement Date a further version of the workpackage in such further detail as the Customer may reasonably require. The Supplier shall ensure that each version of the workpackage is subject to Customer's written approval. The Supplier shall ensure that the workpackage Plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the G-Cloud Services.				

12.2.3 The Customer shall have the right to request the Supplier to include any reasonable changes or provisions in each version of the workpackage subject to mutual agreement.

12.2.4 The Supplier shall perform its obligations so as to achieve each workpackage by the workpackage date.

12.2.5 Changes to the workpackage shall only be made in accordance with the Variation procedure as set out in Clause CO-21 and provided that the Supplier shall not attempt to postpone any of the workpackage using the Variation procedure or otherwise (except in the event of a Customer default which affects the Supplier's ability to achieve a workpackage by the relevant workpackage date).

12.3 Service Levels

Service Levels are agreed with the client for each workpackage, to be reported and monitored during delivery. To include some or all of the following:

- Digital by default Service Standard - as measured by internal service assessments
- Code Quality - as measured by automated tests and the associated code coverage metrics
- Velocity - as measured by the forecast accuracy and epic/release/sprint burndown analysis
- Continual Improvement - as measured by retrospectives, show and tells and sprint reviews

13 COLLABORATION AGREEMENT

13.1 In accordance with Clause CO-20 of this Call-off Agreement, the Customer will require the Supplier to enter into a Collaboration Agreement.

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide the G-Cloud Services. The Parties hereby acknowledge and agree that they have read the Call-Off Terms and the Order Form and by signing below agree to be bound by the terms of this Call-Off Agreement.

For and on behalf of the Supplier:

Name and Title	[Redacted]
Position	[Redacted]
Signature	<i>[Handwritten Signature]</i>
Date	22.11.16

For and on behalf of the Customer:

Name and Title	[Redacted]
Position	[Redacted]
Signature	<i>[Handwritten Signature]</i>
Date	25/11/16

Deputy Director
 Commercial & Contracts Management
 Technology & Digital