



Crown Commercial Service

G-Cloud 11 Call-Off Contract (version 4)

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Part A – Order Form

Digital Marketplace service ID number:	6360 0062 2145 903
Call-Off Contract reference:	5P-YT26Z6M
Call-Off Contract title:	IBM Cloud Garage Service
Call-Off Contract description:	Highways England Services – Rapid Engineering Model migration
Start date:	16 th December 2019
Expiry date:	15 th December 2020
Call-Off Contract value:	£886,782.88
Charging method:	IBM Cloud Subscription Invoicing
Purchase order number:	

This Order Form is issued under the G-Cloud 11 Framework Agreement (RM1557.11).

Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order. The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Deliverables offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

From: the Buyer	Highways England Company Ltd (formerly known as The Highways Agency) Buyer's main address: Bridge House, 1 Walnut Tree Close, Guildford GU1 4LZ
To: the Supplier	IBM United Kingdom Limited Supplier's address: PO Box 41 North Harbour Portsmouth PO6 3AU Company number: Registered in England: 741598 VAT number: GB 107 3280 00
Together: the 'Parties'	

Principle contact details

For the Buyer:	Title: SMP Innovations: Rapid Engineering Model Project Manager Name: [REDACTED] Email: [REDACTED] Phone: [REDACTED]
For the Supplier:	Title: IBM Client Executive Name: [REDACTED] Email: [REDACTED] Phone: [REDACTED]

Call-Off Contract term

Start date:	This Call-Off Contract Starts on 16 th December 2019 and is valid for 12 months.
Ending (termination):	The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums or at least 30 days from the date of written notice for Ending without cause.

Extension period:	This Call-Off Contract cannot be extended.
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Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

G-Cloud lot:	This Call-Off Contract is for the provision of Services under: Lot 1 – Cloud hosting
G-Cloud services required:	<p>The Services to be provided by the Supplier under the above Lot 1 are listed in Framework Section 2 and outlined below: The scope of the project can be split into two parallel phases of work:</p> <p>A) Migration – 5 weeks</p> <p>Supplier shall start the project by migrating the current Rapid Engineering Modelling (REM) 1 & 2 from the Bryden Wood hosted infrastructure to a more Buyer owned cloud-based environment. This includes migrating to Platform-as-a-Service (PaaS) environment (preferably an open-source Kubernetes based one such as OpenShift for maximum portability).</p> <p>Supplier & Buyer's Development Partner to migrate and containerise REM2 to:</p> <ul style="list-style-type: none"> • Prepare for rapid development of REM e.g. creation of test scripts for APIs • Implementation of DevOps pipelines to improve future portability and maximise cloud native development • Open Standards for future portability – the core base of the system likely to be RedHat OpenShift • Build docker containers for all key services • Improve the current REM2 scalability • Improve security by moving away from using database authentication to a standards-based authentication provider (e.g. Active Directory, IBM Cloud APP ID) <p>B) Innovation – 19 weeks</p> <p>During the Migration Supplier & Buyer together need to embark on an 'Innovation' stream of work to understand the end users and stakeholders' requirements. This will enable the definition of what REM3 needs to entail to deliver the most value to Buyer. The <i>Innovation</i> stream will be broken down into the following components:</p> <p>Design Research – 2.5 weeks</p> <p>Designers in the Supplier team will interview up to 20 end users in the form of 45-minute interviews to identify and understand their goals, motivations and needs for the optimal user experience that simple and intuitive to use.</p> <p>Possible stakeholders identified to be interviewed could be:</p> <ul style="list-style-type: none"> • Design Engineers x10 • PMOs x5 • Delivery Partners/Supply Chain x5 <p>The goals of the 'Design Research' are:</p> <ul style="list-style-type: none"> • Gain user and 'future user' insights on their goals, motivations, and challenges • Validate the usability of the current application and gaps • Gain insight into what a self-service user experience is for our end users aligned to their needs <p>Our learnings will inform future design decisions in the Design Thinking workshop and during the MVP Build-up.</p> <p>IBM Cloud Garage Design Thinking Workshop</p>

A hands-on workshop with all key stakeholders (Buyer and Buyer's contractors) to define the Minimum Viable Product statement. In this workshop, your line of business and technical teams will join the Supplier team in a very interactive experience to identify and understand the end-user, obtain alignment on the business outcome and identify the smallest application, the minimum viable product (MVP), to test desired business outcomes.

The goals of the workshop are:

- Align stakeholders on the business opportunity and use case
- Develop deep user empathy
- Generate and prioritize innovative solution ideas
- Determine a hypothesis based on assumptions and risks
- Define goals and an MVP to test the hypothesis

The workshop consists of two days of collaborative activities to define the MVP and set the conceptual design definition to take into the Design Sprint.

Design and Architecture Sprint – 2 weeks

Design Sprint:

The Design Sprint will enable the project to gain user feedback and validate the direction of the design before any development commences. Outputs of the work will be low- to medium-fidelity wireframes of the MVP application using the IBM Cloud Garage Method. Our iterative approach to design is rooted in gaining feedback from the end-users of the application. A clickable prototype enables us to simulate a real experience to gain the maximum insight as early as possible in the design and development process.

Within this stage there will be at least two rounds of user testing with up to five end users on a single day to gain feedback on the concept and usability of the application. This will then be incorporated into the MVP code plan, architecture work and design plan.

Architecture Sprint:

The architecture and all technical decisions are key for this Buyer. The scope includes future considerations of how REM is going to be integrated into Buyer data architecture, security, availability and resilience considerations any additional integration points to support the MVP. Consideration will be given to the possible projects outside of the Smart Motorway Alliance (SMA) that might use REM such as Express Roadways

The activities can include (but are not limited to):

- Cloud services and components required to support the MVP and REM.
- Define any refactoring of the current REM to support the MVP
- Taking output from Design Research, DTW, User Testing results to make architectural decisions to suit the current and future direction of REM

Innovation Sprint (MVP Build Up)

The objective of this phase is to quickly develop a production quality MVP application (using the REM migrated solution as its base) using the IBM Cloud Garage Method and to obtain rapid and iterative end-user feedback to test a hypothesis. The MVP teams are multi skilled teams and include Designers, Developers & an Architect. The Designers & Architect continue work from the Design & Architecture Sprints explained above.

Designers bring to life a compelling user experience. Developers use pair programming, test-driven development, continuous integration/delivery and other agile and DevOps practices with tools and services on the IBM Cloud.

The Developers use lean start-up methods & Cloud native practices to continuously deploy code and enable them to deliver production ready code within weeks. Examples of techniques used include:

- DevOps
- Collaborative Development
- Paired Programming

- Test Driven Development

IBM Cloud Platform

The Supplier's cloud environment will provide technology services to enable development work to start whilst the end production Buyer's environment is created. The services likely to be utilised are:

Database for MongoDB -

Current DB size = 340MB (4 Projects)

340MB/4 Projects= 85MB per project (10km)

4 Current Projects + 26 Predicted Projects = 30 Total

Minimum = 85MB per project * 30 projects = 2550MB (2.55GB)

Maximum (encompass 20km per project) = (85MB * 2) *26 Pred. projects= 4.42GB

Maximum = 4.42GB + 340MB (current projects) = 4.76GB

AppID -

During development the user count will be minimal so can be accessed via the Free Tier

Blockstorage -

Europe LON04

20GB

2 IOPS/GB

Redis -

HA & Serverless Scaling

Container Registry -

During development the user count will be minimal so can be accessed via the Free Tier

OpenShift Managed Platform -

4 vCPUs 16GB RAM

2 Worker Nodes

IP allocation

OCP license fee

Product Digital Catalogue – 7 weeks

The primary purpose of this solution is to allow designers to select from a catalogue items they would like to include in their designs. For example, they may require a new gantry, a central barrier and 5 lampposts. The solution would allow them to search for items, select them and provide information on its usage. It could also provide information on what it is not suitable for, for example the ground may not be suitable for installation of certain types of assets without reinforcement. There will need to be meta-data held on each asset type that can be used not only by the designers but other users of the system. For example, procurement will need to know the cost of the items so they can make suitable decisions.

Initial MVP Scope

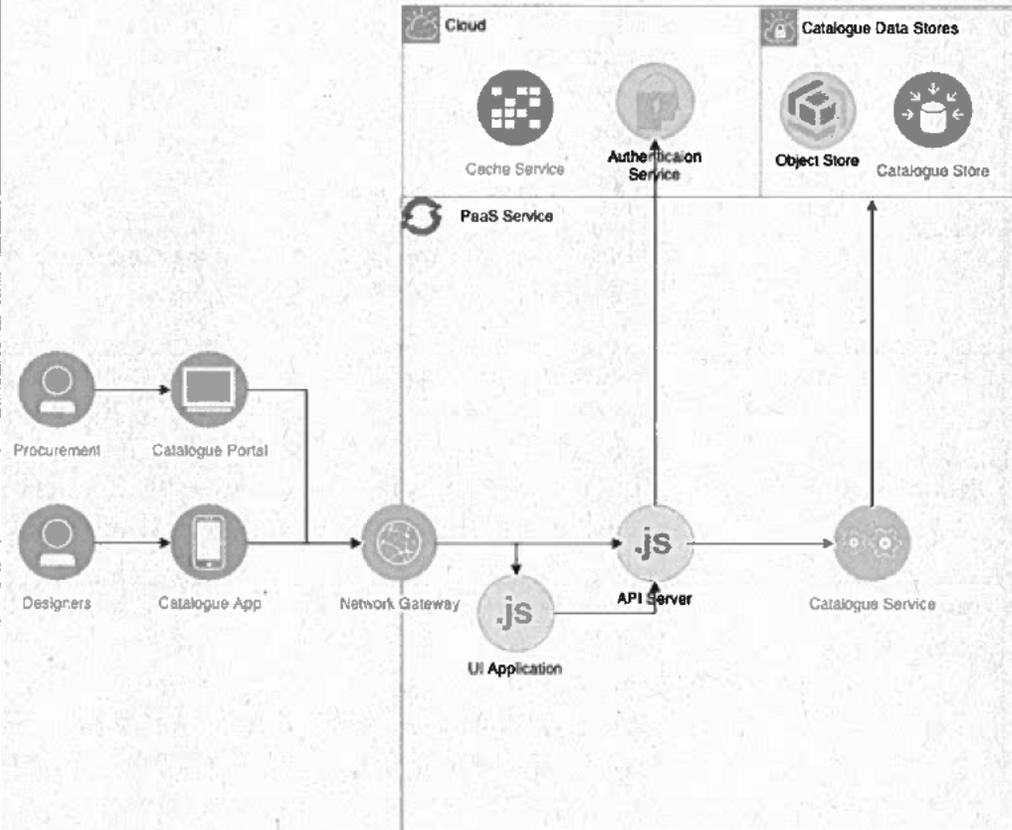
The first focus will be on the Smart Motorway's needs, but this solution can be extended in the future to cover a considerable number of Highway's England's needs.

Core behaviour of the solution would be:

- Hold assets, e.g. gantries, lampposts, bolts, central barriers
- Contain meta data about those assets:
 - Cost, height, length, weight etc
- Search and filter on types of assets
 - This could have some rules on what the purpose of the asset is for (not all gantries maybe suitable for all types of motorways) to show a focused, reduced, set of options and reduce time wasted reviewing options not suitable
- Provide rules around each asset type:
 - Asks questions on what is required (how many, height, length etc)
 - Determine if allowed or not based on values provided

- Provide information on what is not allowed as well (e.g. lamppost not allowed in middle of road)
- Some rules could be derived from the data itself (e.g. max height, length, weight load etc) but others may require a possible rules engine to allow users to enhance the solution (e.g. lamppost must have a concrete foundation and not one of loose sand)
- This maybe a stretch goal for the first MVP but should be a consideration for future MVP's to simplify the management of the overall catalogue
- Initial users:
 - Designers REM BIM
 - Procurement
- Group currently defining standard for data from 3rd parties who provide the assets and the information regarding those assets
 - They will require a DB to hold information until this solution is built
 - Will require porting effort from this DB into the cloud solution
- Initially only a small number of assets to be managed
 - Manual upload of information in first MVP, refinement of how this works in later MVP's
- Could be mobile solution or web-app solution

A possible view of the solution is shown below:



Future

There are some additional features which can enhance this solution moving forward, especially if it's use is extended beyond Smart Motorways:

- Third parties uploading their catalogue
 - Requires security and verification
- A 'what other people bought' for items orders when someone selects an asset
 - E.g. Select a gantry but also bolts and foundations have been selected.

Project Structure

	<p>The project has two distinct phases:</p> <p><u>Design Research and Sprint (2 Weeks)</u> Designers will interview key stakeholders, in the first week, in order to assess user needs and usability of the tool. Output from this will inform the future development of capabilities to be defined and a focus on the first project to be taken forward. There will be a one-day workshop, which will include key stakeholders, at the start of the second week to align on the output from the first week. During this second week there will be focus on design to validate the outputs from the workshop and may include aspects of user testing, building wireframes and clickable prototypes. Additionally, an architect will consider the potential architectural solution requirements.</p> <p><u>MVP Build (5 weeks)</u> Cloud Garage Developers will pair to work through the user stories to start to deliver the system. The user stories are gathered during a one-day inception at the start of this phase. During the project the designers will continue to design the UIs & validate the UX during user testing sessions. A cloud architect will be assigned part-time to assist the project development.</p>
Additional Services:	Not used
Location:	<p>The Services will be delivered by:</p> <p>IBM Cloud Garage We Work 1 Fore Street Moorgate EC2Y 9DT</p> <p>Other locations can be used but expenses would be incurred. This should be pre-agreed between Supplier & Buyer.</p>
Quality standards:	The quality standards required for this Call-Off Contract are: As per the Government Digital Service (GDS) which includes ISO9001 and other relevant industry standards for web design.
Technical standards:	The technical standards required for this Call-Off Contract are: Information Security Management Standard ISO 27001
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract are:</p> <p>Not applicable</p> <p>However, IBM Cloud provides SLAs for all services. This documentation can be found here for the general terms of the Cloud Platform: https://www-03.ibm.com/software/sla/sladb.nsf/sla/bm-6605-19</p> <p>For more detailed specific services, the Service Descriptions can be found here: https://www-03.ibm.com/software/sla/sladb.nsf/search2?OpenForm</p>
Onboarding:	The onboarding plan for this Call-Off Contract is not used.
Offboarding:	The offboarding plan for this Call-Off Contract is not used.
Collaboration agreement:	Not applicable

Limit on Parties' liability:	<p>The annual total liability of either Party for all Property defaults will not exceed 125% of the Charges payable by the Buyer.</p> <p>The annual total liability for Buyer Data defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for all other defaults will not exceed the greater of 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
Insurance:	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> ● a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract ● professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) ● employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Force majeure:	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 30.
Audit:	The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits. Not used.
Buyer's responsibilities:	<p>The Buyer is responsible for:</p> <p>Providing access to desired Buyer Cloud Environment for development elements of the solution.</p> <p>Providing access to the correct stakeholders and end users as outlined in the project plan.</p>
Buyer's equipment:	The Buyer's equipment to be used with this Call-Off Contract includes N/A

Supplier's information

Subcontractors or partners:	N/A
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Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

Payment method:	The payment method for this Call-Off Contract is BACS.
Payment profile:	The payment profile for this Call-Off Contract is quarterly in advance.
Invoice details:	The Supplier will issue electronic invoices quarterly in advance.

	The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.								
Who and where to send invoices to:	Invoices will be sent to: FS Payments, Highways England, The Cube, 199 Wharfside Street, Birmingham, B1 1RN								
Invoice information required – for example purchase order, project reference:	<p>All invoices must include Purchase Order number.</p> <p>IBM Cloud invoices are issued via an automated system so IBM is unable to accept alteration requests. However I can confirm the following details will be on your invoice:</p> <ul style="list-style-type: none"> • the date of the invoice; • a unique invoice number; • details of the Agreement reference; • the service period or other period(s) to which the relevant Charge(s) relate; • the reference number of the Purchase Order (PO) to which it relates; • the dates between which the Services subject of each of the Charges detailed on the invoice were performed; • any VAT or other sales tax payable in respect of the same; • the banking details for payment to the Supplier via electronic transfer of funds (ie name and address of bank, sort code, account name and number). <p>The IBM Cloud account that will be created for the project will provide a monthly report detailing how all of the credits are spent. Here is a summary list of some of what you will be able to see:</p> <ul style="list-style-type: none"> • The exact detail of every component of IBM Cloud used. • How the cost is calculated • You can also set up spending warning notifications to avoid ever going into overage. • Via this portal you will also be able to raise tickets to liase with Billing team if you have any questions on your invoice 								
Invoice frequency:	Invoice will be sent to the Buyer in accordance with the Payment profile above.								
Call-Off Contract value:	The total value of this Call-Off Contract is £886,782.88								
Call-Off Contract charges:	<p>The breakdown of the Charges as below:</p> <table border="1"> <thead> <tr> <th>Services Description</th> <th>Amount (GBP) including VAT</th> </tr> </thead> <tbody> <tr> <td>IBM Cloud Garage</td> <td></td> </tr> <tr> <td>IBM Cloud Platform</td> <td></td> </tr> <tr> <td>Total (GBP)</td> <td>*£886,782.88</td> </tr> </tbody> </table>	Services Description	Amount (GBP) including VAT	IBM Cloud Garage		IBM Cloud Platform		Total (GBP)	*£886,782.88
Services Description	Amount (GBP) including VAT								
IBM Cloud Garage									
IBM Cloud Platform									
Total (GBP)	*£886,782.88								

	*The above Services charges will be drawn from the prepaid entitlements due under IBM Quotation Number: 0018560086
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Additional Buyer terms

Performance of the service and deliverables:	None
Guarantee:	Not applicable
Warranties, representations:	There are no warranties or representations in addition to the incorporated Framework Agreement clause 4.1.
Supplemental requirements in addition to the Call-Off terms:	None
Alternative clauses:	None
Buyer specific amendments to/refinements of the Call-Off Contract terms:	None
Public Services Network (PSN):	Not used.
Personal Data and Data Subjects:	Not applicable, there is no Personal Data or Data Subject processing.

1. 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 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict the terms and conditions of the Call-Off Contract and Order Form will supersede those of the Supplier Terms and Conditions.

2. Background to the agreement

- (A) The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.11.
- (B) The Buyer provided an Order Form for Services to the Supplier.

Signed:	Supplier	Buyer
Name:	[REDACTED]	
Title:	IBM Cloud Platform Leader	Procurement Delivery

Signature:		
Date:	December 17, 2019	18/12/19

Schedule 1 – Services

It is acknowledged by the Parties that the volume of the G-Cloud Services utilised by the Buyer may vary from time to time during the course of this Call-Off Agreement, subject always to the terms of the Call-Off Agreement

The G-Cloud Services to be provided under this Call-Off Agreement will be as follows:

Supplier will provide up to 502 days of technical assistance services (Services) to the Buyer to provide IBM Cloud Garage Service.

All work that is undertaken by the Supplier must be agreed in advance with the Buyers Project Manager.

Schedule 2 – Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Digital Marketplace pricing document) can't be amended during the term of the Call-Off Contract. In consideration of the provision of the G-Cloud Services anticipated under this Call-Off Agreement, the Buyer shall pay the Charges in accordance with the Call-Off Contract charges section above.

Resource	Total Planned Days	Total Planned Weeks
--- REM Migration (5 wks)		
UK Garage Developer Lead	25	5
UK Garage Developer	25	5
UK Garage Architect	25	5
--- REM Design research (1.5 wks)		
IBM Garage Designer Lead	12	2.4
IBM Garage Designer	12	2.4
IBM Garage Project Manager	3	0.6
--- REM DTW (1 wk)		
IBM Garage Designer Lead	4	0.8
IBM Garage Designer	4	0.8
IBM Cloud Garage Architect	4	0.8
IBM Garage Project Manager	1	0.2
--- REM Design Sprint (2 wks)		

IBM Garage Designer Lead	10	2
IBM Garage Designer	10	2
IBM Garage Project Manager	2.5	0.5
--- REM Architecture (2 wks)		
IBM Garage Architect	10	2
--- REM MVP Build (10 wks)		
IBM Garage Designer Lead	40	8
IBM Garage Designer	40	8
IBM Cloud Garage Developer Lead	50	10
IBM Cloud Garage Developer	50	10
IBM Garage Architect	37.5	7.5
IBM Garage Project Manager	12.5	2.5
		0
--- DIGITAL CATALOGUE Design research and Design Sprint (2 wks)		
IBM Garage Designer Lead	10	2
IBM Garage Designer	10	2
IBM Garage Project Manager	1	0.2
--- DIGITAL CATALOGUE Architecture (2 wks)		
IBM Garage Architect	5	1
--- DIGITAL CATALOGUE MVP Build (5 wks)		
IBM Garage Designer	10	2
IBM Garage Designer	25	5
IBM Cloud Garage Developer Lead	25	5
IBM Cloud Garage Developer	25	5
IBM Garage Architect	11	2.2
IBM Garage Project Manager	2.5	0.5
Total	377.5	75.5
Total	124.5	24.9
Full Total	502	100.4
Total (£)	856,055.68	
Average Day (£)	1,705.29	

