

Schedule 1: Call-Off Terms

Date	7 th April 2015	Order Reference	4287-2-ICT- LOT2
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FROM:

Customer	Ministry of Justice "Customer"
Customer's Address	[REDACTED]
Invoice Address	HMCTS C/O Liberata UK Ltd P O Box 697 CLEPPA PARK NEWPORT South Wales NP10 8ZF
Principal Contact	[REDACTED]

TO:

Supplier	Netmaster Solutions Ltd. "Supplier"
Supplier's Address	[REDACTED]
Account Manager	[REDACTED]
1. TERM	

1.1 Commencement Date

This Call-Off Agreement shall commence on the date that the Customer issues a Milestone Achievement Certificate to the Supplier by way of confirmation that Milestone 21 (Deployable Solution Achieved) (as specified and required in accordance with the Call-Off terms of order reference: **4287-2-ICT- LOT1**) has been achieved (the "Commencement Date").

1.2 Expiry Date

This Call-Off Agreement shall expire on:

1.2.1 the second (2nd) anniversary of the Commencement Date, 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 zero;

1.3.2.2 Lot 2 PaaS zero

1.3.2.3 Lot 3 SaaS 5.G3.0812.001 Caselines Legal e-Bundle Preparation – (Gold Plan Option); and / or

1.3.2.4 Lot 4 5.G5.0812.002 Deployment and Project Management
Specialist Cloud
Services

1.3.2.5 G-Cloud
Additional Services

2. PRINCIPAL LOCATIONS**2.1 Principal locations where the services are being performed**

████████████████████ or such other premises of the Customer as may be agreed between the Parties.

3. STANDARDS**3.1 Quality Standards**

In the event that the Supplier is responsible for testing (e.g. for the additional requirements or for future changes) it shall comply with the MoJ ICT Test Strategy and related MoJ testing practices and procedures as requested and directed by the Customer and as attached below.



HOIT-Test-POL-024-
MoJ-ICT-Test-Strateg

3.2 Technical Standards

The Supplier must provide the completed ISO/IEC 27001 certification for the CaseLines solution on the Skyscape platform by the end of March 2016 to the Customer.

The Supplier must adhere to all relevant HMG Information Assurance (IA) Standards where appropriate, or where directed by the Customer Information Assurance team or the Communications-Electronics Security Group (CESG) as necessary.

The Supplier must, where practicable, demonstrate and employ the use of technology, software and development practices to ensure compliance with GDS Open Standards, and identify opportunities to introduce Open Source compliance within the delivered solution.

The Supplier must ensure the proposed solution is fully compliant with the current PSN guidelines. The solution must demonstrate and employ suitable use of technology, software and development to permit implementation into the Skyscape IL2/IL3 (Assured/Elevated) Bridged service in accordance with Customer hosting requirements. The supplier must ensure they renew the PSN certification annually for Caselines and ensure they renew all Customer Risk Management and Accreditation Document Sets (RMADS) and accreditation documents in order to adhere with MoJ Security/IA standards.

The Supplier must ensure that the delivered solution fully supports the use of SAML2.0 tokens in order to ensure integration with third party identity management solutions or services provided by the Customer.

The Supplier must ensure that the delivered solution fully supports the CMIS protocol and is based on the OpenCMIS client architecture.

The Supplier must where practicable, comply with the technical and architectural standards required by the Customer Common Platform Programme (CPP) and Hosting and Support Service (HaSS) - *or other Customer-nominated systems integrator providing hosting*, the Identity and Access Management (IDAM) solution and the HMCTS Store solution. A schedule of CPP (HaSS/IDAM/Store) Technologies and Languages is listed below for the Supplier reference. Compliance with these technology and language standards is required by the Supplier to ensure effective system integration during the on-boarding of their delivered solution into the Customer hosting platform and environments. (For the avoidance of doubt, the Customer is aware and accepts that Caselines is an application developed using C# and ASP.NET)

COMMON PLATFORM PROGRAMME (CPP) - CURRENT TECHNOLOGIES AND LANGUAGES

Within the field of project delivery, open standards and open source technologies and products are preferred. The broad set of technologies likely to be used are:

- Build tools: Maven and Gradle
- Javascript development: jquery, node.js, javascript, Ghostdriver
- Testing tools: Headless selenium, TDD, BDD
- Code review tools: Gerrit
- Applications servers: Tomcat
- Linux (CentOS, Redhat) and containers
- LAMP environment (mysql or postgres) with Apache or Nginx
- Strong scripting: Python, Perl, Bash
- Cloud hosting: Vmware Vcloud director
- Cloud design: VM templates, networks, gateways, firewalls, site-to-site VPNs

- Load balancers: HAPROXY, Level 4-7 LBs
- Load test tools: Apache Jmeter
- Automation; Salt, Ansible and Rundeck
- NoSQL; MongoDB, Redis
- Continuous integration tools: Jenkins, SonarQube, OWASP, Artifactory
- Monitoring: Zabbix
- SCM tools: Git, Gitweb
- Logs and reporting: Kibana and logstash
- Security: reverse proxies, security policies, encryption and hardening
- ESB Messaging services
- Web applications on J2EE, Ruby and Python
- Collaboration tools: JIRA, Confluence.
- Collaboration toolset integration; CMIS
- **IDAM: SAML2 tokens** (to enable Crown court software to integrate with identity and access management solutions)
- **Alfresco One** (i.e. to permit API integration with HMCTS Store)
- **Alfresco One Workdesk** (i.e. to permit API integration with HMCTS Store)
- Web development; HMTL5 compliant

4. ONBOARDING

4.1 On-boarding

Not applicable

5. CUSTOMER RESPONSIBILITIES

5.1 Customer's Responsibilities

Pilots and Implementation:

- The Customer will provide (its own) separate resources to undertake the rollout, with support from the Supplier as appropriate.
- The Customer will review and confirm a permanent web domain for the CaseLines service and the registration method and availability of said name to the Supplier.
- If required by the supplier the Customer will ensure that the MoJ provided (DOM1) laptops can meet the required minimum development toolkit requirements and hardware specs for the Supplier development team use.

Resources Summary:

- The Customer recognises that the project will require good integration between the Supplier and Customer teams with support and collaboration across a range of areas.

For reference, these Customer provided roles are listed below to be made available to the Supplier:

1. Project Support and CPP IDAM/Store/HaSS Contacts

- a. Office manager at Rose Court – *will be a member of CJS Efficiency Programme PMO team based at Rose Court.*
- b. HaSS liaison point
- c. HMCTS Store support – *acknowledged as [REDACTED] as SPoC for the HMCTS Store project*

2. Development and Integration

- a. Prime liaison point for the Supplier development Project Manager - *acknowledged that [REDACTED] will be responsible contact point.*
- b. Functional and Non-Functional Requirements Owner - *acknowledged that [REDACTED] will be the responsible contact point.*
- b. System Integration and Technical Project Manager - *acknowledged that [REDACTED] will be the responsible contact point.*

3. Implementation

- a. Crown Court principal point of contact (local court lead) - *acknowledged that [REDACTED] will be nominated Project lead Customer Implementation lead in Lot 2.*
- b. Super users: the Customer will need to provide suitable resources for the Supplier as required.

4. Operational Management (Ongoing Services)

- a. HaSS point of contact - Customer will need to provide the Supplier
- b. Service Level Management contact - Customer will need to provide the Supplier
- c. Change Request Board members – the Customer will provide suitable processes and procedures of the Change Advisory board used by the Common Platform Programme and provide suitable named resources to the Supplier accordingly.

5. Service

- a. The Customer will procure that any relevant suppliers, such as the Service Desk Supplier, will provide sufficient, appropriate and timely co-operation to enable the creation of the Service Design Document
- b. The Customer will procure that any relevant suppliers, such as the Service Desk Supplier, will provide sufficient, appropriate and timely co-operation to develop 1st, 2nd and 3rd line support process, train 1st line support staff to support the Caselines system and to adopt relevant KnowledgeBase content
- c. The Customer will procure that the Supplier shall be given access to the suite of monitoring tools, and ability to query and update logs and tickets, to enable it to perform its obligations under the Service Performance Management Agreement.

Off-Boarding:

- The Supplier would expect the Customer to have agreements with other originating owners for the retention of their data during the off boarding process.

5.2 Customer's equipment

The Customer will seek to provide adequate facilities and equipment to the Supplier, including provision of:

- **A limited number of MoJ desks** (subject to availability) at 102 Petty France, or an alternative Customer premises, for Supplier resources during on-boarding and offer co-located working arrangements with the Customer project team;
- **A limited number of MoJ secure DOM1 laptops and accessories**, equipped with named MoJ logon accounts and RAS tokens for on-boarding purposes to permit access to the GSI corporate network and secure HaSS and Skyscape hosting environments;
- **A limited number of MoJ security passes** to named Supplier resources to permit building access to MoJ HQ (102 Petty France) and for CPS HQ (Rose Court - *if required*);
- **Provide and setup a limited number of Customer issued user accounts to permit access to key programme management tools** including 102PF or CPS WiFi networks, Kahootz, JIRA, Confluence and other tools or software as required by Programme Management Office direction.

6. PAYMENT

6.1 Payment profile and method of payment

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

Preferred payment profile:

6.1.1 The Customer has elected to adopt the Supplier's "Gold" bulk pricing plan as set out in the Supplier Terms on G Cloud Service ID; 5.G3.0812.001. In accordance with the terms of the said pricing plan and subject to the application of the Service Performance Management Agreement and the Supplier's compliance with the terms of this Call-Off Agreement the Parties have agreed to adopt the payment profile set out in the table below:

Month	Service Management	Pages	Total
Oct-15	£		
Nov-15	£		
Dec-15	£		
Jan-16	£		
Feb-16	£		
Mar-16	£		
Apr-16	£		
May-16	£		
Jun-16	£		
Jul-16	£		
Aug-16	£		
Sep-16	£		
Oct-16	£		
Nov-16	£		
Dec-16	£		
Jan-17	£		
Feb-17	£		
Mar-17	£		
Apr-17	£		
May-17	£		
Jun-17	£		

Jul-17	£	
Aug-17	£	
Sep-17	£	
LOT 2 Charges		

6.2 Invoice format

Following the Commencement Date and subject to the Supplier's compliance with the requirements of this Call-Off Agreement the Supplier shall be entitled to issue an electronic invoice to the Customer at the end of each Month in which the G-Cloud Services and/or G-Cloud Additional Services have been provided. The payment claimed under each invoice shall be subject to any deduction to be applied in accordance with the terms of the Service Performance Management Agreement at paragraph 6.1.1 above. The Customer shall pay the Supplier within fifteen (15) calendar days of receipt of a valid invoice (via BACS), submitted in accordance with this paragraph 6.2 and in accordance with the payment profile set out in paragraph 6.1 above and the provisions of this Call-Off Agreement.

7. DISPUTE RESOLUTION

7.1 Level of Representative to whom disputes should be escalated to:

The Managing Director for the Supplier and the Senior Responsible Officer of the Criminal Justice Service Efficiency Programme for the Customer.

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 £1,000,000.

8.3 The annual aggregate liability under this Call-Off Agreement of either Party for all defaults shall in no event exceed £1,500,000.

9. INSURANCE

9.1 Minimum Insurance Period

1. Two (2) 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

10.1 Undisputed Sums Time Period

At least ninety (90) Working Days of the date of the written notice specified in Clause CO 9.4 of the Call-Off Agreement.

10.2 Termination Without Cause

At least ninety (90) Working Days in accordance with Clause CO9.2 of the Call-Off Agreement.

11. AUDIT AND ACCESS

Twelve (12) Months after the expiry of the Call-Off Agreement Period or following termination of this Call-Off Agreement.

12. PERFORMANCE OF THE SERVICES AND DELIVERABLES

12.1 Implementation Plan and Milestones (including dates for completion)

Not applicable

12.2 The Implementation Plan as at the Commencement Date is set out below

Not applicable

12.3 Special Terms

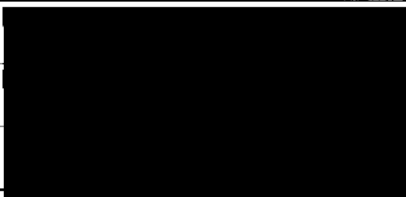
The provision of the Services by the Supplier shall be in accordance with and subject to the provisions of the Service Performance Management Agreement.

13. COLLABORATION AGREEMENT

In accordance with Clause CO-20 of this Contract, the Customer does not 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	
Position	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Position	
Signature	
Date	