

1. CALL-OFF CONTRACT TERM

- | | | |
|-----|---|-------------------|
| 1.1 | Commencement Date: | 13/01/2016 |
| 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: | 13/01/2016 |

2. CUSTOMER CONTRACTUAL REQUIREMENTS

- | | | |
|------|---|--|
| 2.1 | Digital Services required: | For the provision of an agile, multi-disciplinary team that will adhere to open standards in the Government Service Design Manual that will deliver a combination of user testing to benchmark the existing user experience baseline, user research to understand the user groups' needs, motivations and behaviours, quantitative and qualitative content audits to understand what content can be archived, repurposed or rewritten and identify gaps, a validated information architecture for a minimum viable product and a service delivery plan in order to understand what is required to move forward to the Alpha phase under the DS02-061 project |
| 2.2 | Warranty Period: | 90 Days from the date of customer acceptance of release |
| 2.3 | Location(s)/Premises: | Andover |
| 2.4 | Relevant Convictions: | N/A |
| 2.5 | Staff Vetting Procedures: | BPSS |
| 2.6 | Exit Planning: | <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> |
| 2.7 | Security Requirements:
(including details of Security Policy and any additional Customer security requirements) | The Customer is a member of the Government Secure Intranet (GSI2) and must adhere to CESG security policies |
| 2.8 | Protection of Customer Data: | The Supplier agrees to employ the appropriate organisational, operational and technological processes and procedures to keep the customer data safe from unauthorised use or access, loss, destruction, theft or disclosure. The organisational, operational and technological processes and procedures adopted are required to comply with the requirements of ISO/IEC 27001 as appropriate to the services being provided. |
| 2.9 | Standards: | Digital by Default Service Standard |
| 2.10 | Business Continuity and Disaster Recovery: | The supplier must have adequate measures in place for BC and DR |
| 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 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”</i> |

3. SUPPLIER'S INFORMATION

3.1 **Supplier Software and Licences:** [REDACTED]

3.2 **Commercially Sensitive Information:** Not Applicable

3.3 **Key Sub-Contractors/Partners:** Not Applicable

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.**

4.2 **Invoice Frequency** [REDACTED]

4.3 **Contract Value:** £47,521.98

4.4 Contract Charges:



5. ADDITIONAL AND/OR ALTERNATIVE CLAUSES

5.1 Supplemental requirements in addition to the Call-Off Terms



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

Non Applicable.

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	Remains Fifteen (15) consecutive Calendar Days
28	CHANGES TO CONTRACT	Remains Five (5) Working Days
36	DISPUTE RESOLUTION	Remains Various shown within the Call-Off Terms
37	LIABILITY	Remains Various shown within the Call-Off Terms
38	TERMINATION EVENTS	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

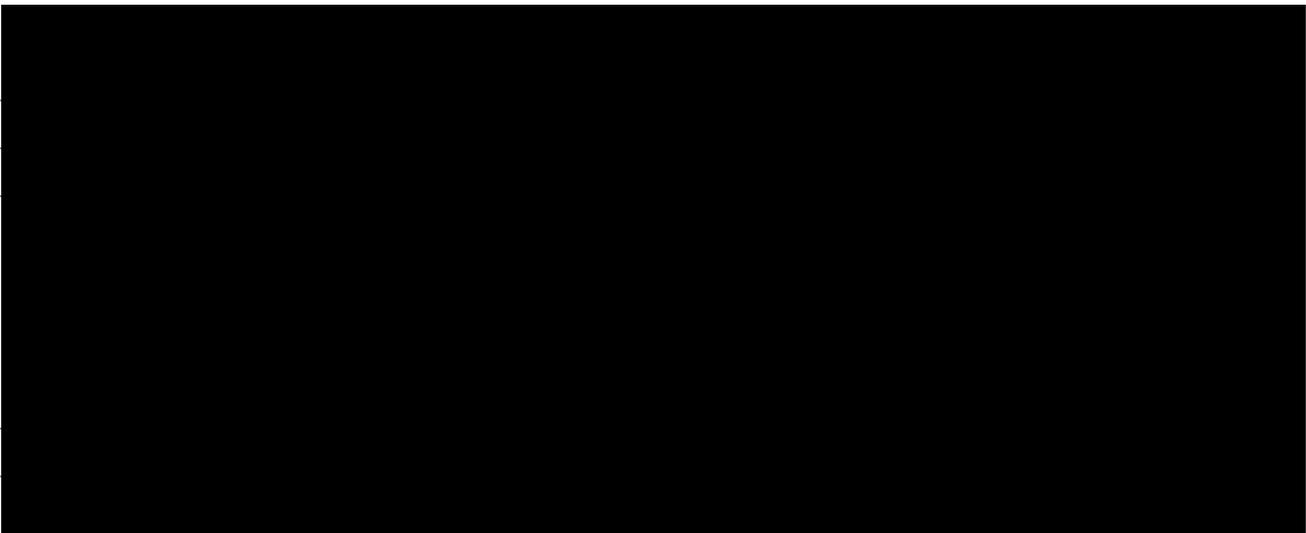
the signed copy of the Order Form from the Supplier within two (2) Working Days from receipt (the “Call-Off Effective Date”).

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

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The following schedules are an amalgamation of the Customer's Requirements and the Supplier's submission.

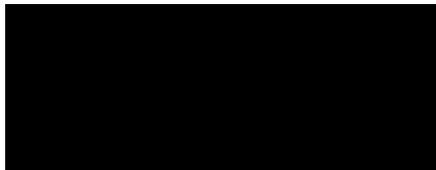
Once agreed and signed by the Parties, CCS will redact any Commercially Sensitive information and publish the contract to Contracts Finder.

SCHEDULE 1 – REQUIREMENTS

CURRENT SITUATION/ BACKGROUND:

The British Army's website(s) has changed little since it was launched in 2008, while on other channels such as Facebook and Twitter the Army is successfully engaging users and continues to grow this audience. Recent developments in website design, search engine optimization and the need to engage with rather than 'talk at' the audience mean the time is right for change.

To ensure that the digital estate is fit for purpose while being flexible enough to respond to industry or government guidelines the Army must adopt a user focused approach to delivering its messages. An essential element of this project is to ensure the Army overcomes the lack of Suitably Qualified and Experienced Personnel (SQEP) within the digital workspace.



1. The latest online **user survey** contains a wealth of anecdotal evidence, which confirms that users are increasingly frustrated with the quality and web-suitability of content, elements of the design and the navigation and search facilities. The pace of change and the difficulty securing the scheduling of technical improvements and lack of internal resource continues to hamper efforts. There is a major delta between the current website design software and behind the scenes technology, which severely impacts on the variety of devices on which they can be accessed.
2. The current Army digital estate is in contract for a further 12 months, allowing us time to investigate and migrate. The results of this research project will inform the development of a new contractual agreement, which will be let through the proscribed procurement pipeline.
3. Providing a reliable, dynamic and trusted public facing web presence is essential and has been agreed within DDC and by the Department's Digital Leader reflecting:
 - a. The importance of the Internet as a public information and staff communication channel.
 - b. The ongoing focus across government on digital methods of delivery.
 - c. The need to demonstrate that the Army strives for value for money in a changing world with ever decreasing finances.
4. In order to meet [Digital by Default](#) standards the Army will use this User Experience study as a first stage in the proposal and plan of a longer term project to address the shortcomings of the site with an improvement plan. Additionally, a quantitative and qualitative content audit will catalogue current digital assets and help inform what content is relevant to our audience and should be kept. A combination of the user experience research and content audit will help to identify how and where to improve content for both user engagement, strategic messaging, and to identify redundant content.

CURRENT ROLES AND RESPONSIBILITIES:

Role	Responsibilities
Head of Digital	Service Manager - Oversee and sign off outcomes
Strategy Information Architect	Working with the chosen company to use internal resource and information already gained to supplement the work from the chosen company

REQUIRED OUTCOMES:

Content Audit - The aim is for the agency to produce recommendations on the future content, governance, and types of information/communications that should make up the profile of the Army Internet presence. The quantitative audit will be an automated process of the whole of the Army web presence. The qualitative audit will cover 10% of the most important content (based on Army communication priorities and web analytics).

User Testing – This will be a series of activities including face to face moderated user testing, remote moderated user testing, and remote un-moderated user testing with internal and external audience groups. This will help form recommendations for development work based on qualitative understanding of user behaviour in defined and undefined tasks.

Card Sorting – A vital element of the user journey is understanding how the audience structures information they are looking for and importantly how we should structure what we want to tell them, using appropriate language. This activity will be conducted qualitatively on a small scale with a representative segment of each defined audience group.

Validation – The validation phase will help confirm or deny that the insight gained from the User Testing and Card Sorting is valid. The resulting Information Architecture (IA) will ensure we present the right content, using the right language in an accessible form for all audience groups. Importantly the IA will help to ensure a higher rate of engagement and audience retention.

The Card Sorting and Validation exercises will focus on a ‘Minimum Viable Product’ (MVP) information architecture, thus the most important digital content will be launched first and other content will be iteratively improved and launched based on Army and user priorities. This methodology reduces the upfront development cost, particular for an organisation such as the Army with its extensive repository of content.

Technology – Crucially, the insight gained from the User Experience study will inform the technological development pipeline. This will help to ensure that the new ‘website’ will be fully compliant with the Government Communications Plan 2015 in terms of responsiveness and accessibility.

Service Delivery Plan – should provide a breakdown of the required roles and appropriate delivery team structure, scale and service delivery processes (including content strategy/delivery and technical development).

Outputs from these activities will provide:

- Personas (user needs and user stories)
- Understanding of capabilities required to complete the alpha (development phase) of the project
- Ability to scope and plan the alpha phase (service delivery plan)

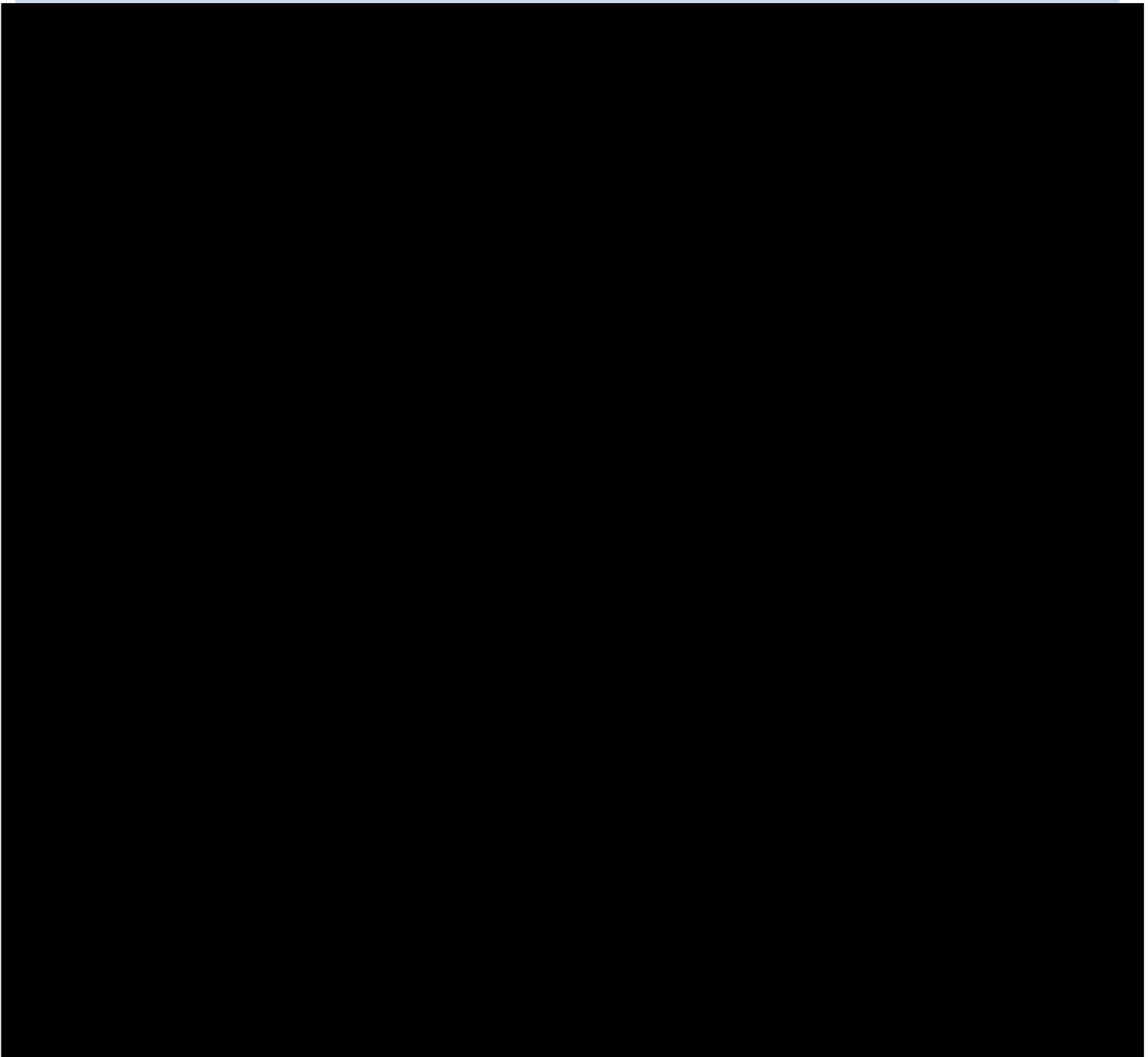
All of each are required of a discovery phase in the Digital by Default standards

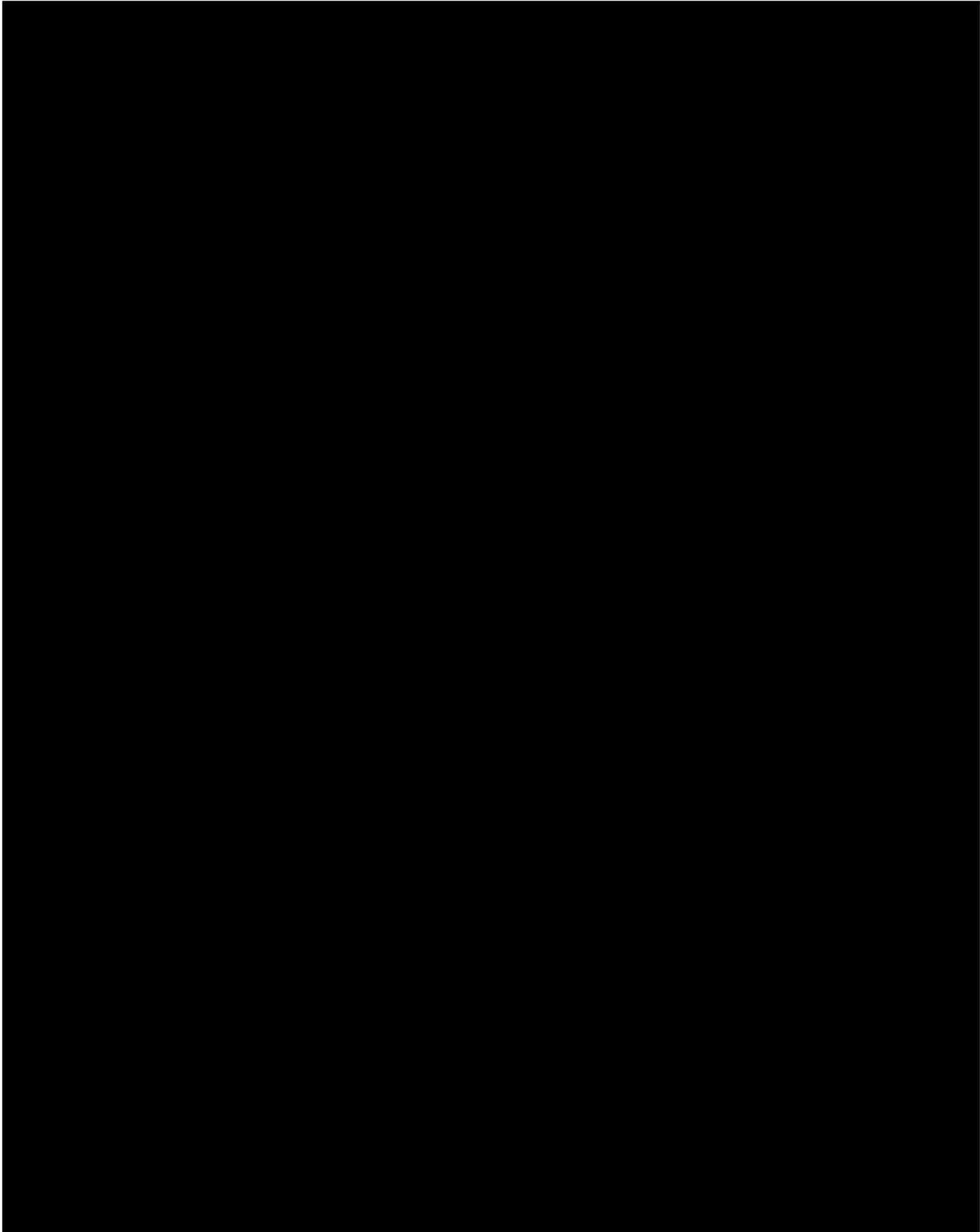
REQUIRED CAPABILITIES AND OUTCOMES OF THE SUPPLIER:

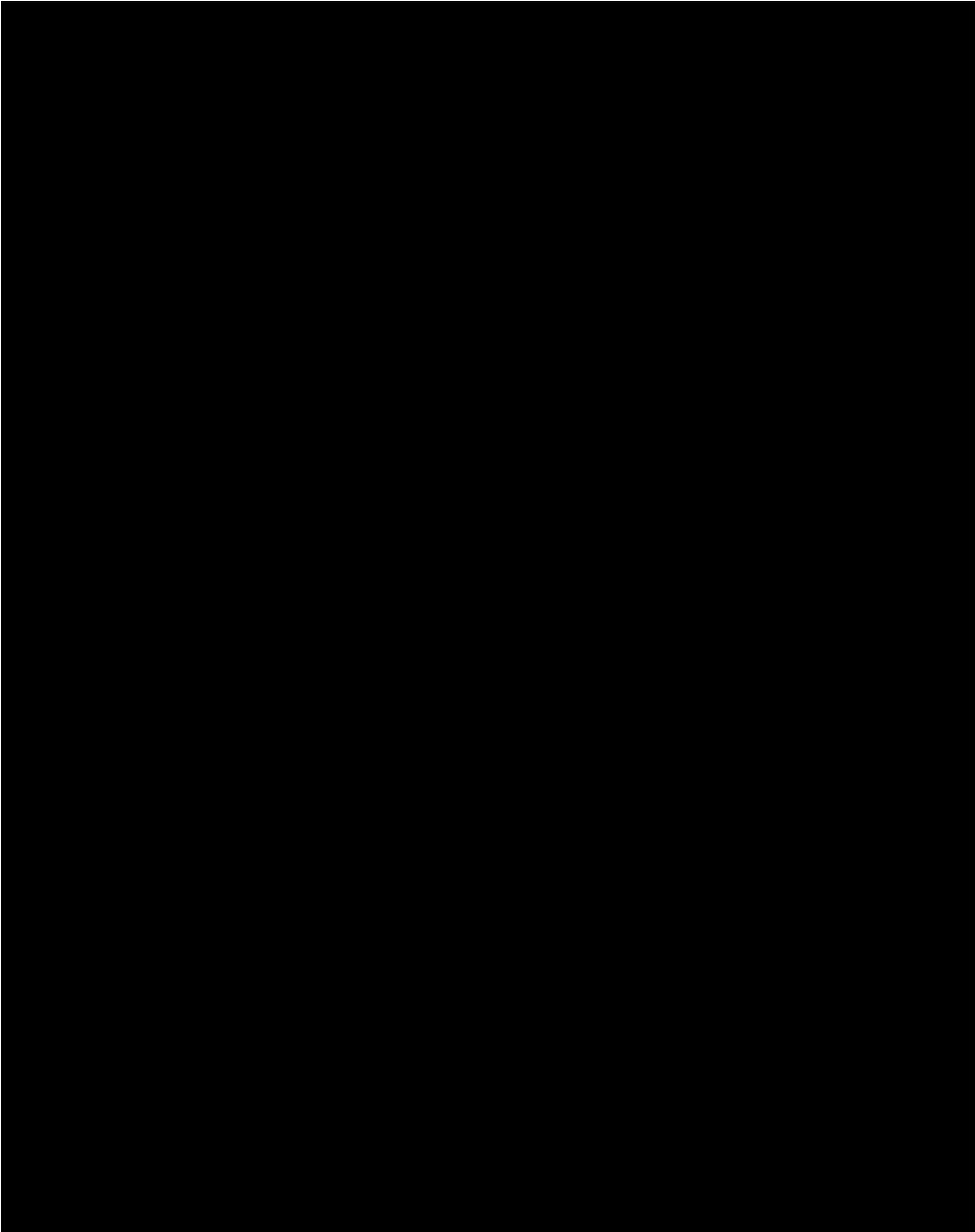
Required Capabilities and Outcomes of the Supplier	
Capabilities	Outcomes
Agile Product Design & Delivery	<p>Project / Delivery Manager – responsibilities will be to manage the timescales and deliverables of the project.</p> <p>Business Analyst – this role will be involved in the creation of the service delivery plan to understand the required resources and costs for the alpha phase – understanding what is required for the Minimum Viable Product and a phased plan to implement a full site.</p> <p>Multiple roles can be undertaken by one person.</p>

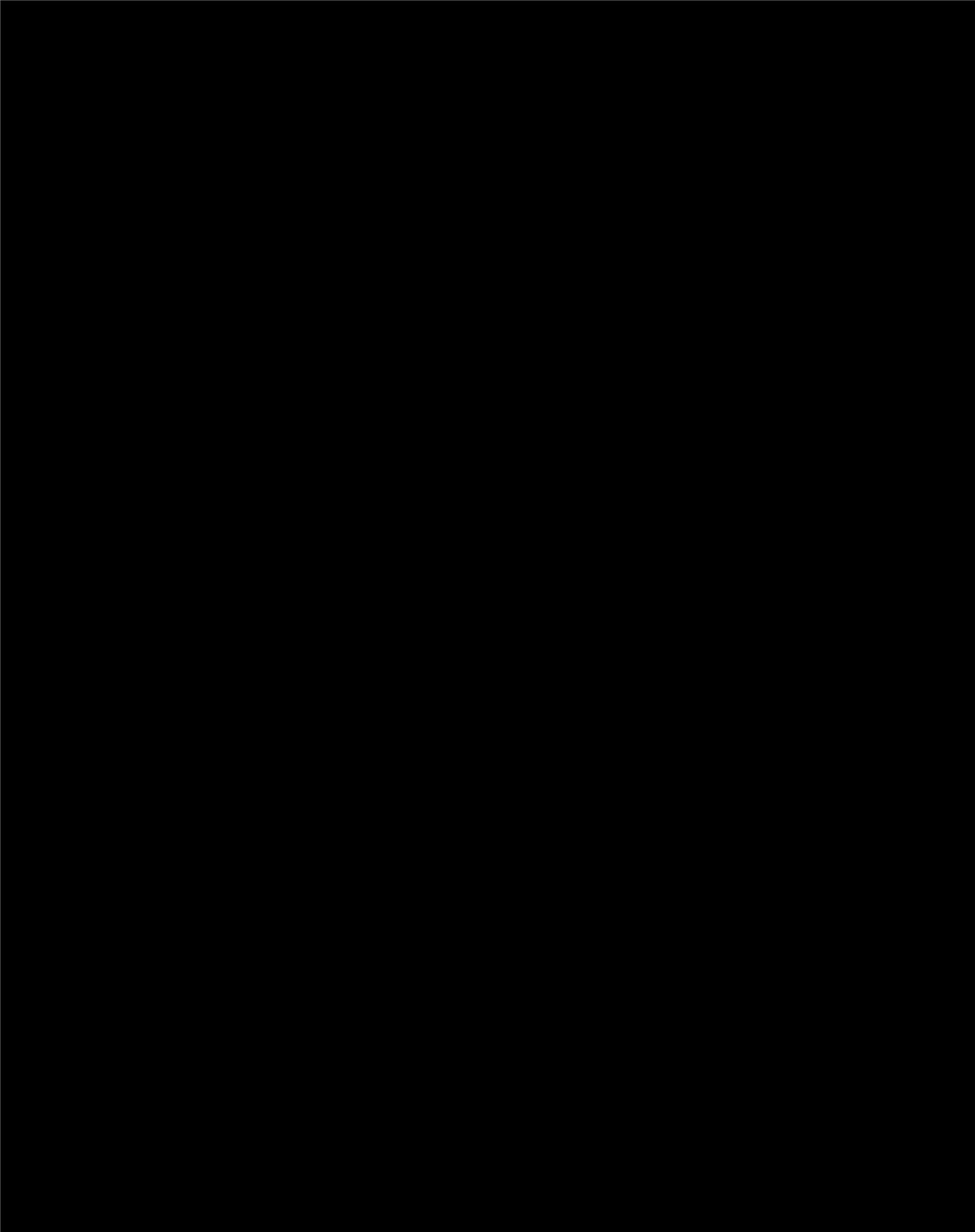
Content Design, Editorial and Strategy	Content Designer / Content Expert - this role will feed into the service delivery plan and will be involved in the Content Audit and Information Architecture development. Multiple roles can be undertaken by one person.
User Research (UX Design)	Researcher – responsibilities include undertaking the user testing and card sorting aspects of the project. They will also be involved in the content audit and information architecture development. Output will include: <ul style="list-style-type: none">- Personas (user needs and user stories)- Understanding of capabilities required to complete the alpha (development phase) of the project- Information Architecture of Minimum Viable Product Multiple roles can be undertaken by one person.

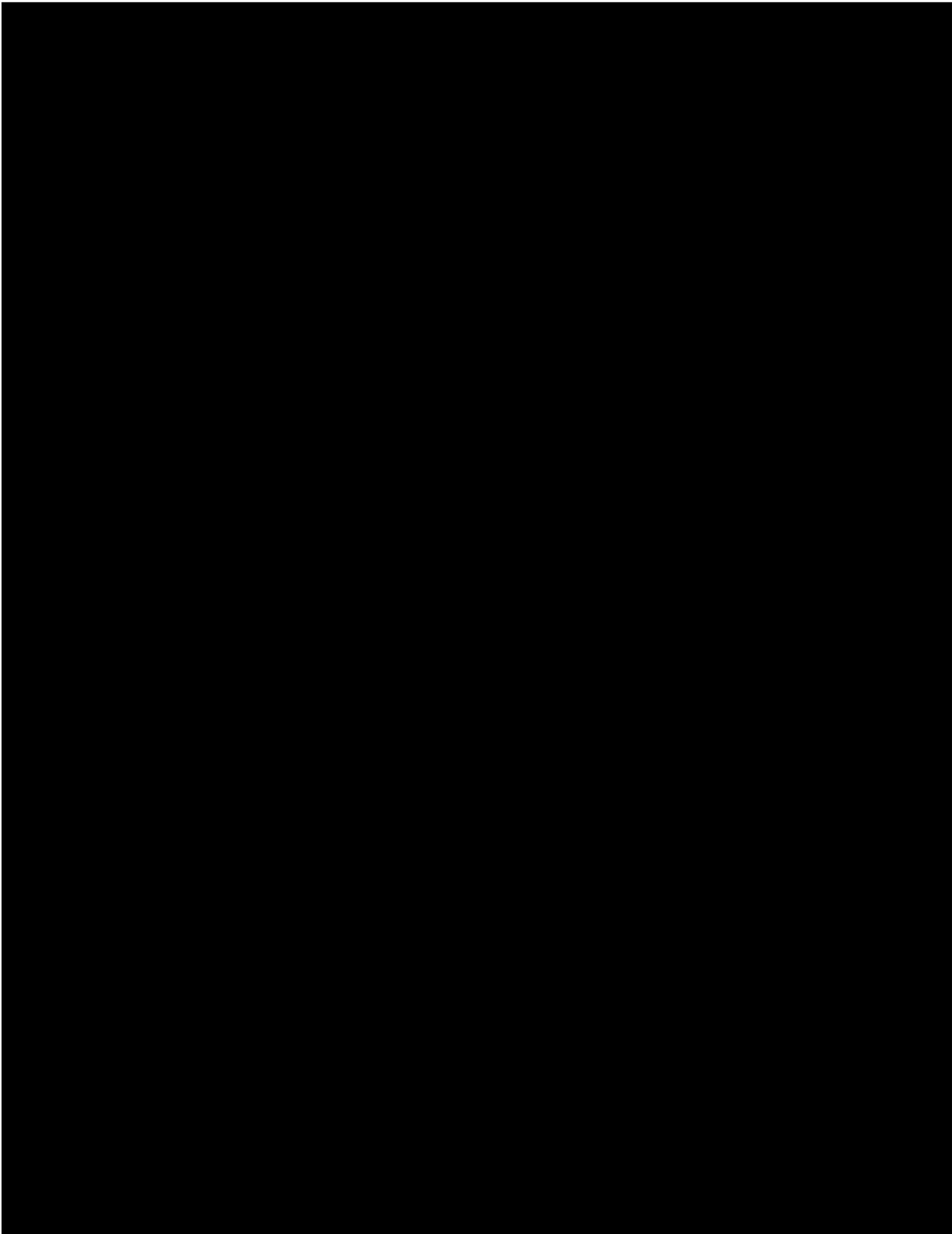
THE METHODOLOGY:













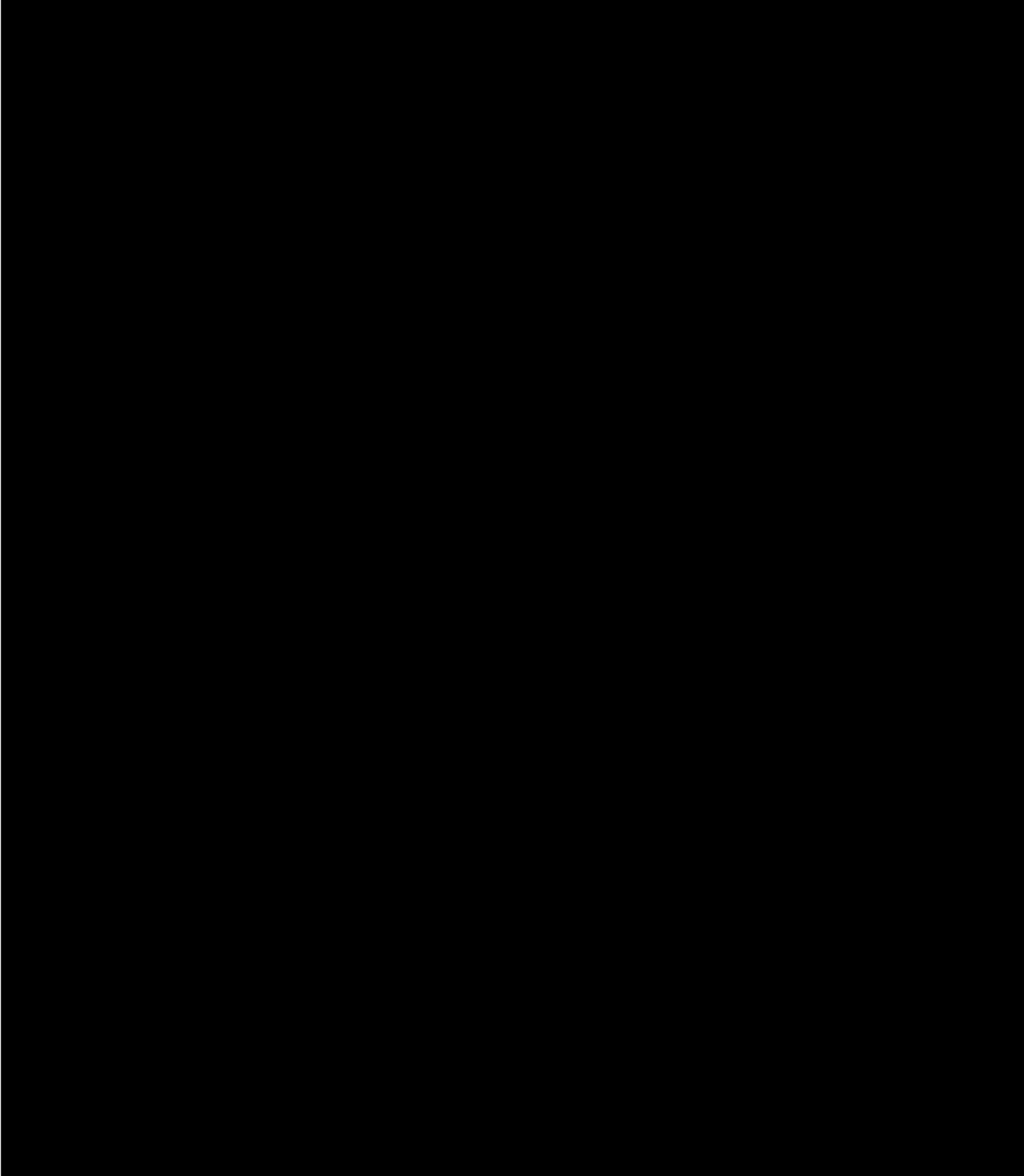
GOVERNANCE:

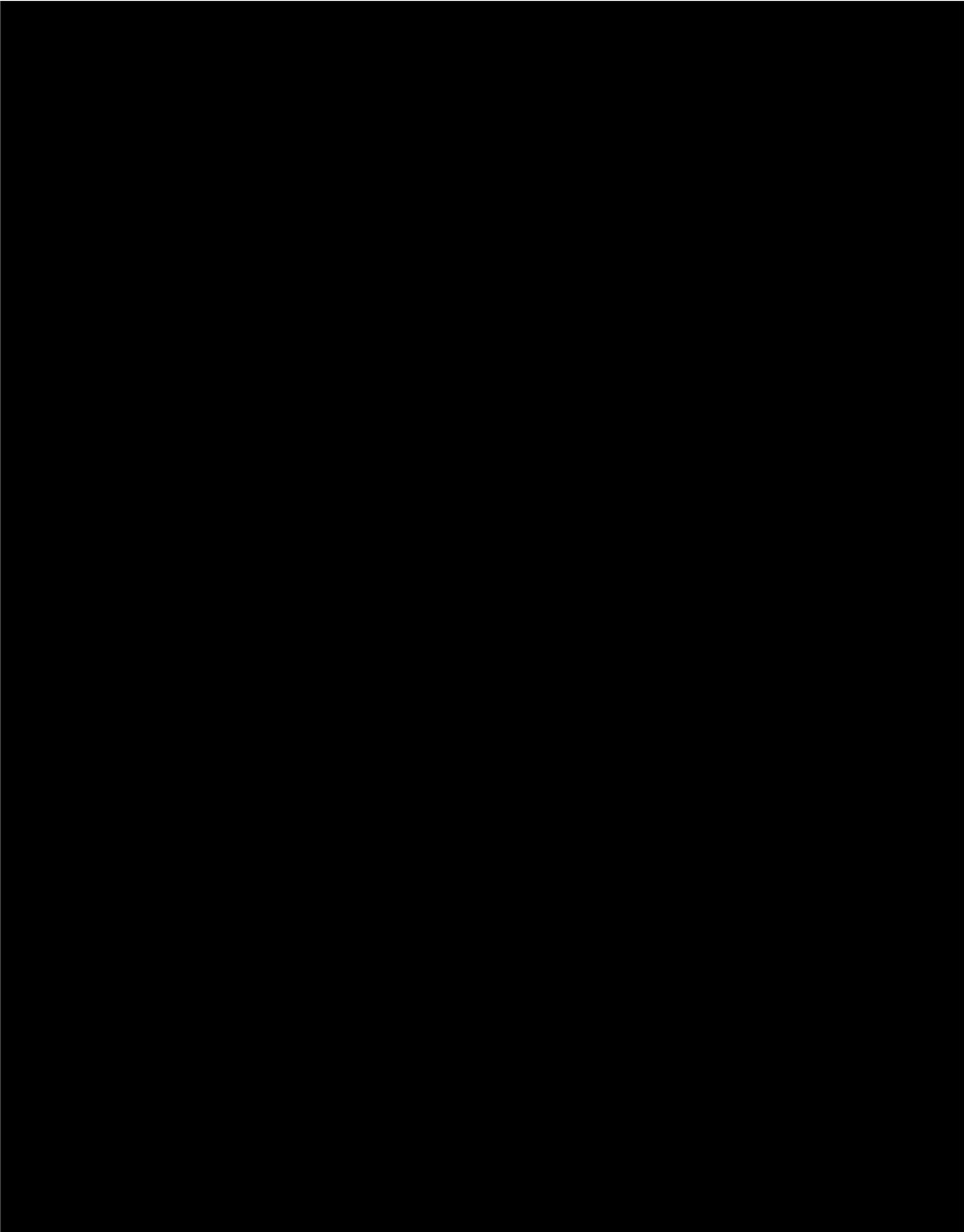
A weekly meeting to update on progress.

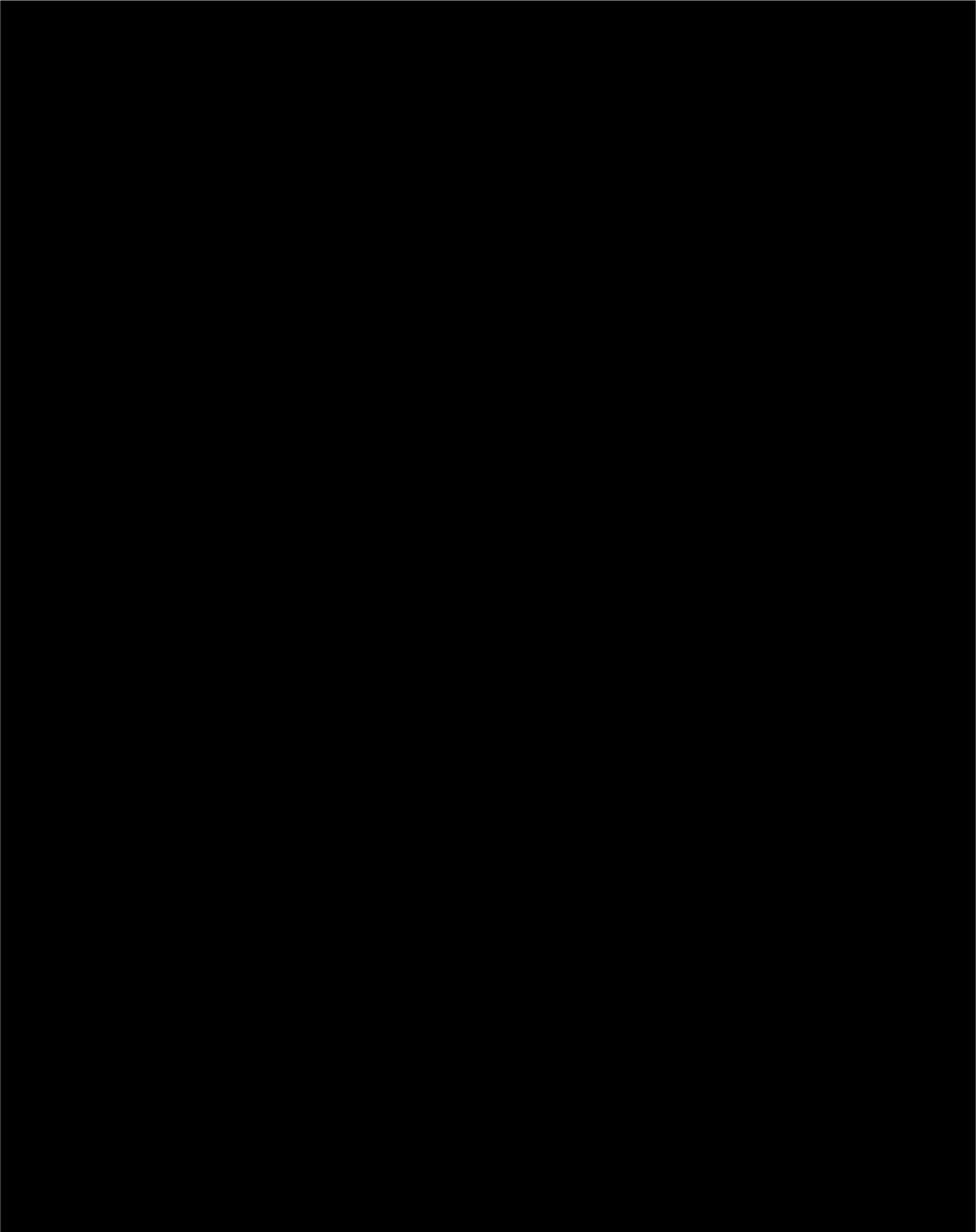
A process in place for us to be kept informed of matters of importance.

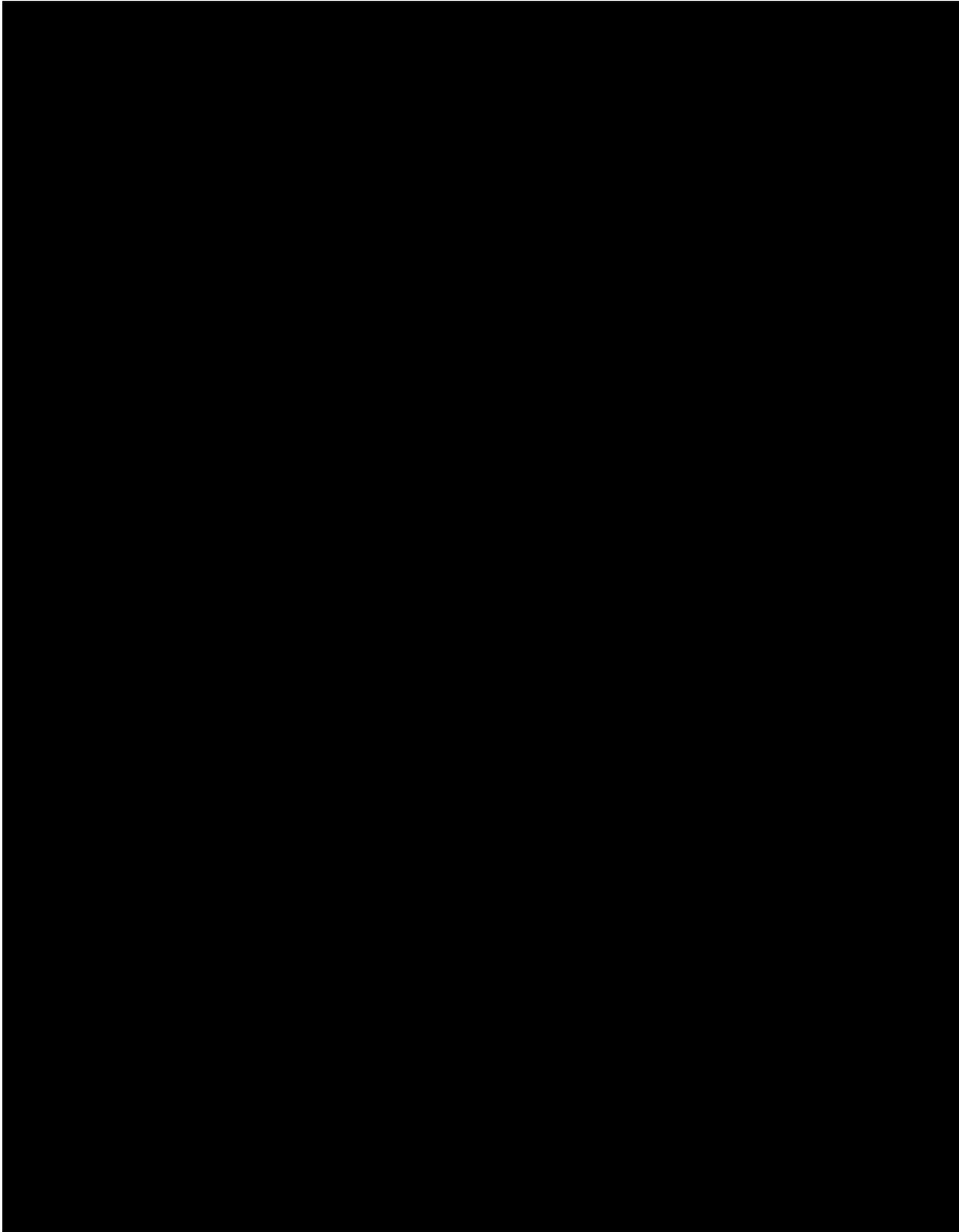
SCHEDULE 2 – SUPPLIER’S RESPONSE

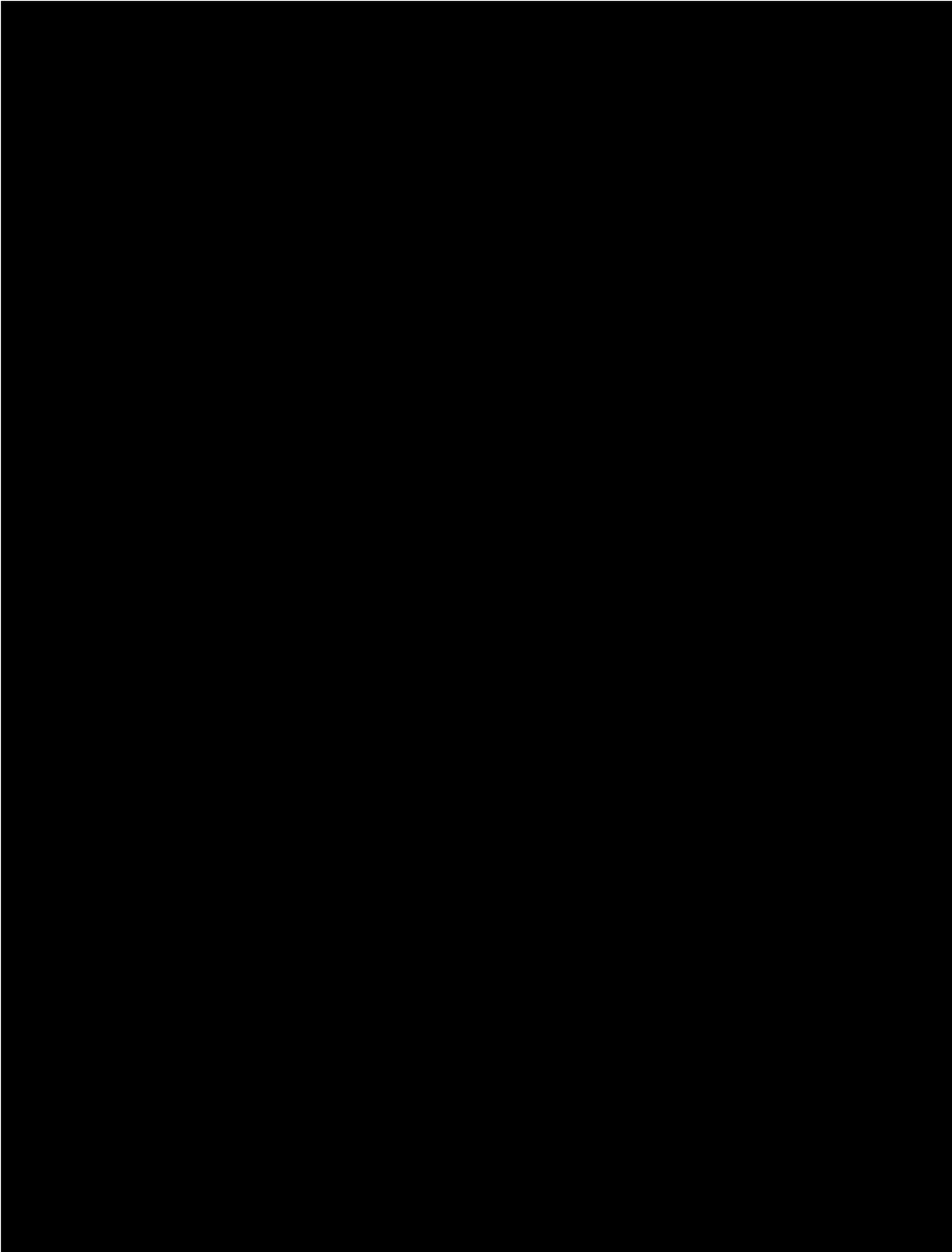
OVERALL TECHNICAL SOLUTION:

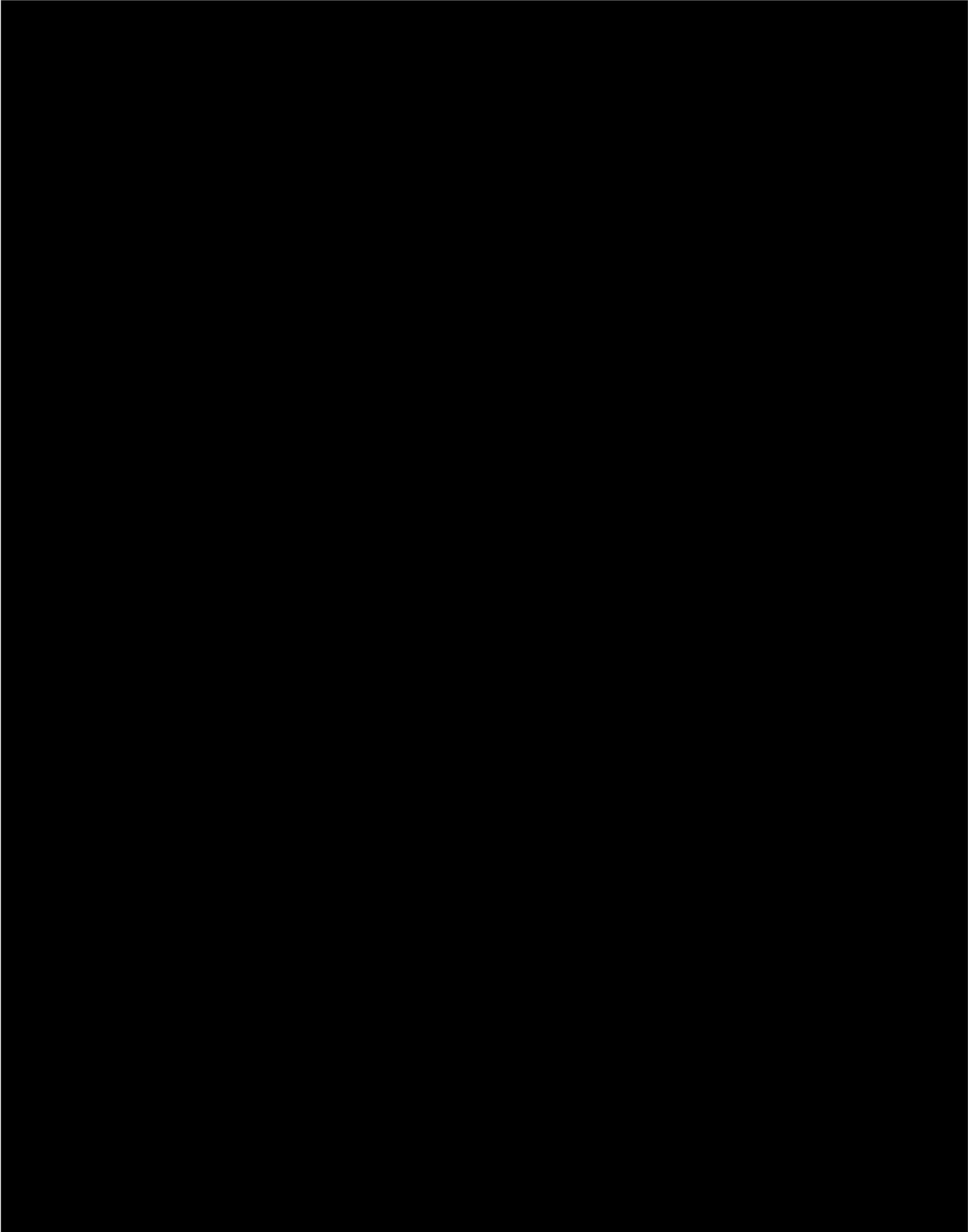


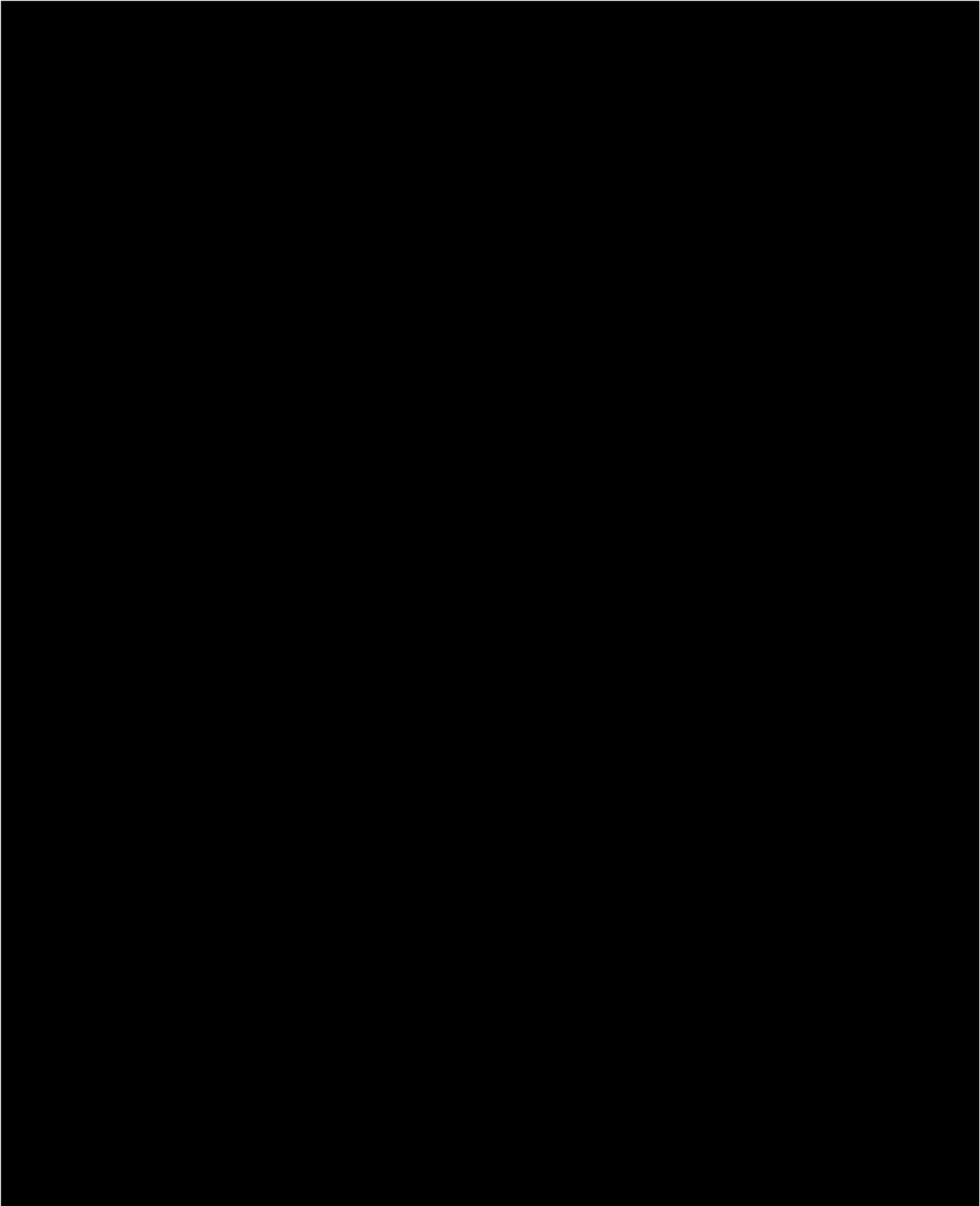


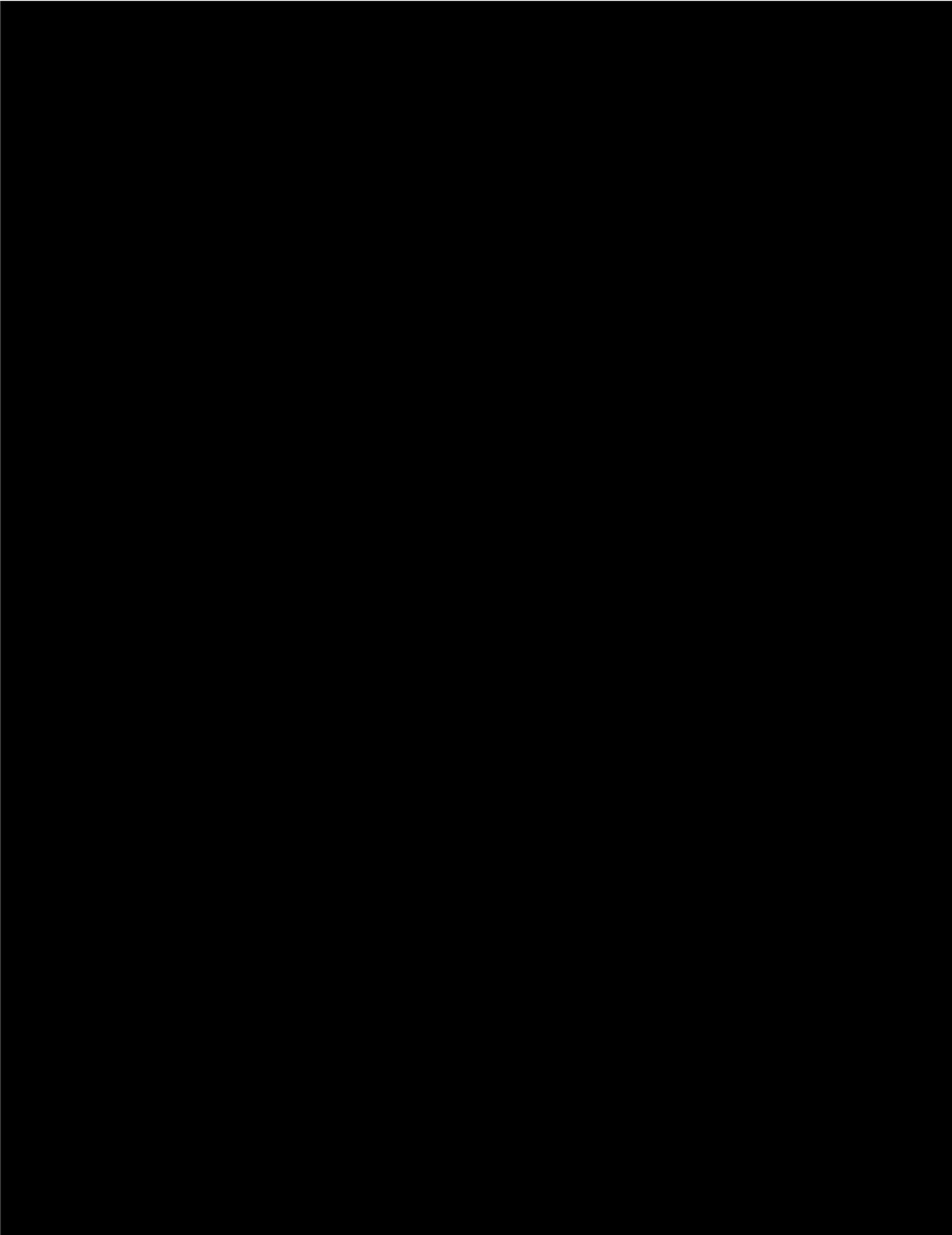


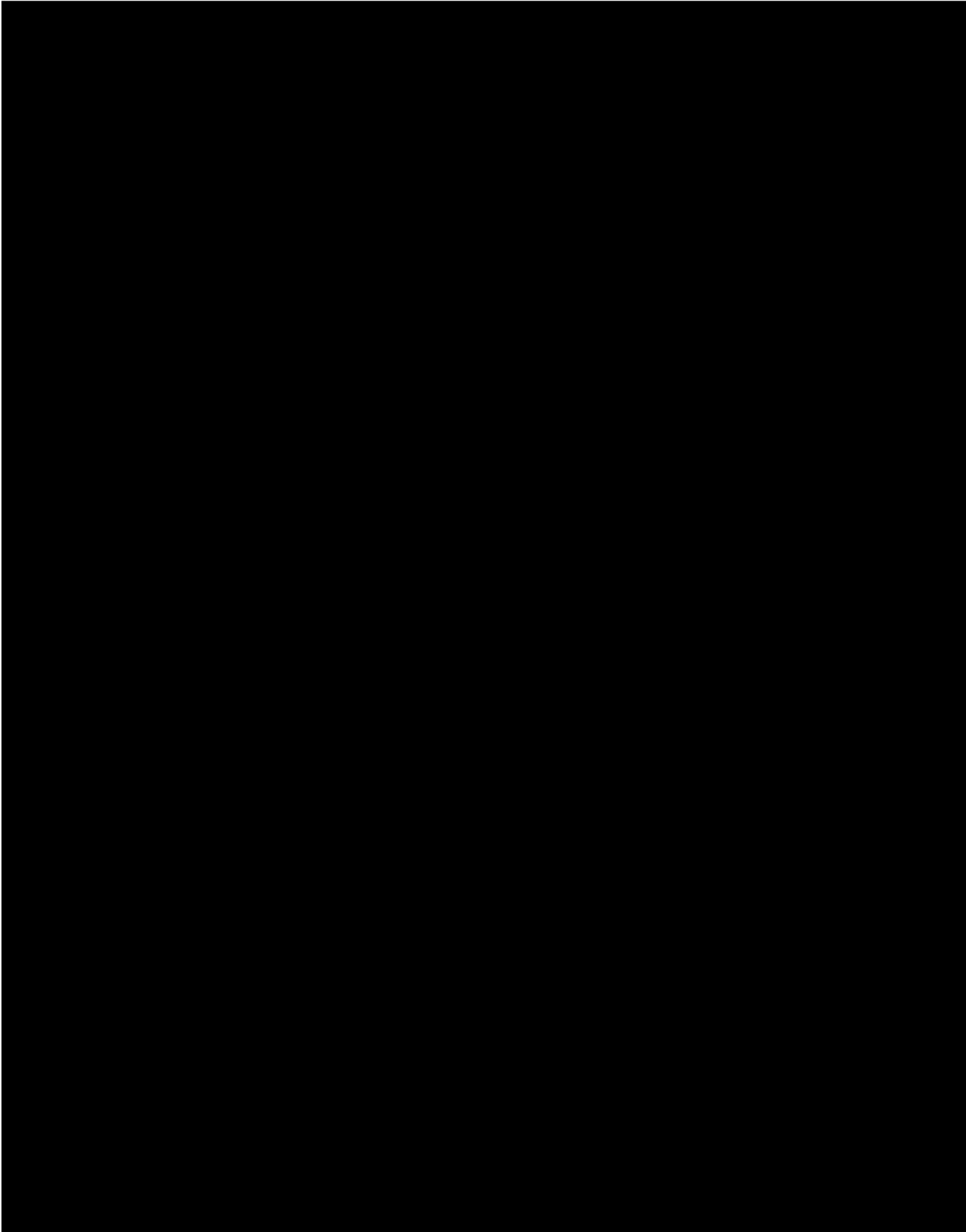


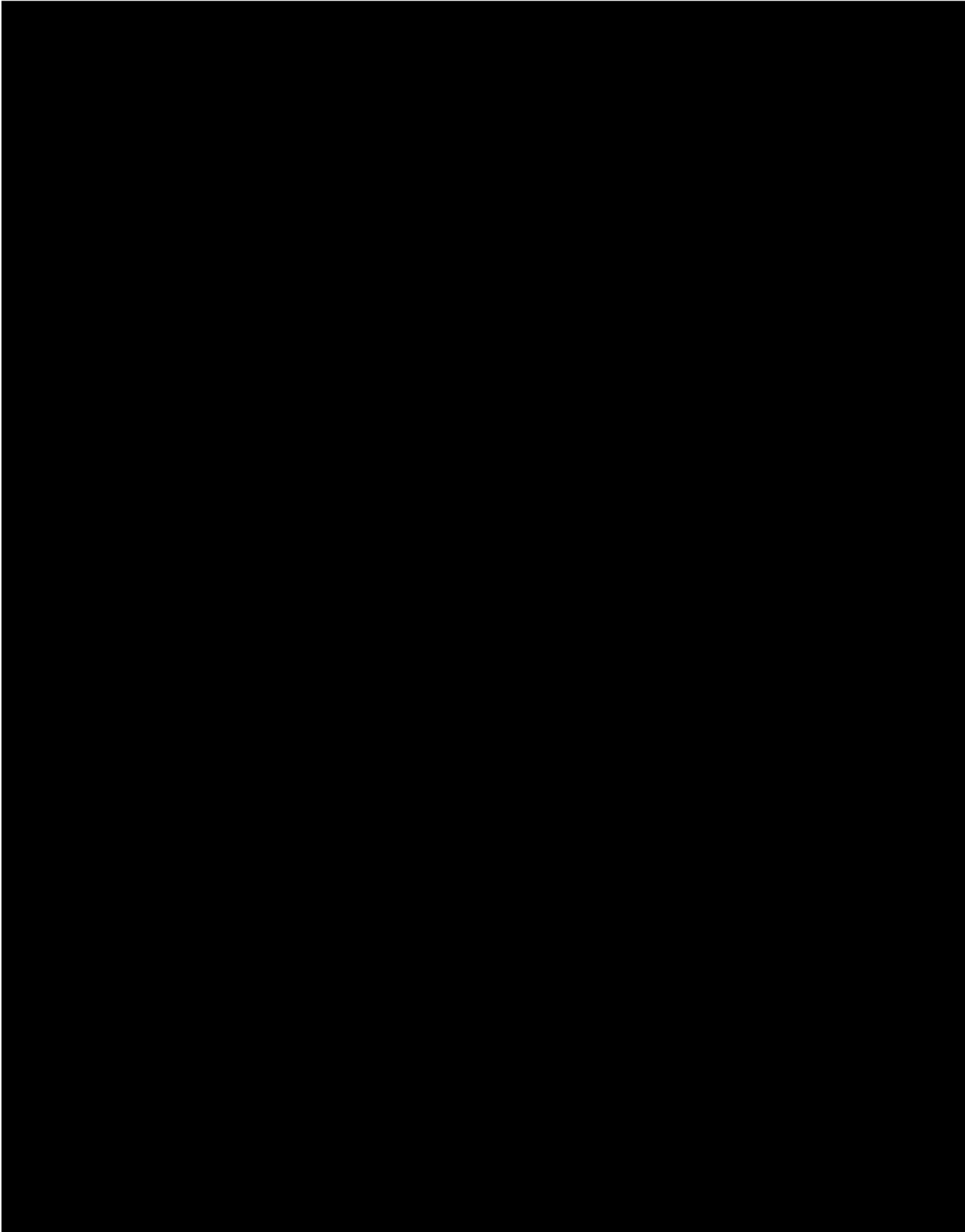


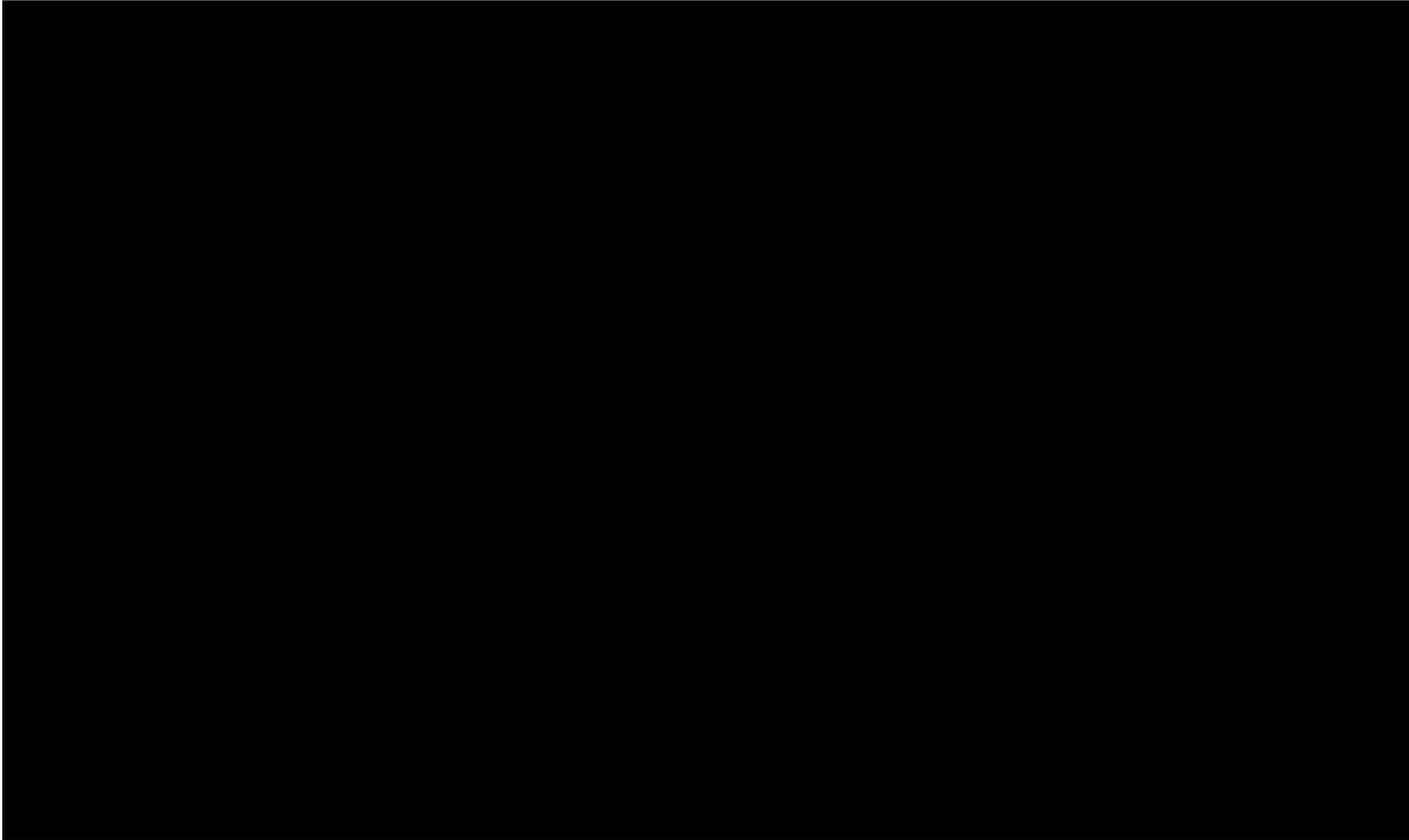












SCHEDULE 3 – ADDITIONAL CUSTOMER TERMS

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:	13/01/2016
SoW Reference:	DS02-061.1
Departmental customer:	Ministry of Defence
Supplier:	Reading Room Ltd
Release Type(s):	Inception
Phase(s) of Development:	Discovery
Release Completion Date:	15/02/2016
Duration of SoW	25
Charging Mechanism(s) for this Release:	Fixed Price

- 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

Content Audit - The aim is for the supplier to produce recommendations on the future content, governance, and types of information/communications that should make up the profile of the Army Internet presence. The quantitative audit will be an automated process of the whole of the Army web presence. The qualitative audit will cover 10% of the most important content (based on Army communication priorities and web analytics).

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Technology – Crucially, the insight gained from the User Experience study will inform the technological development pipeline. This will help to ensure that the new 'website' will be fully compliant with the Government Communications Plan 2015 in terms of responsiveness and accessibility.

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Outputs from these activities will provide:

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All of each are required of a discovery phase in the Digital by Default standards

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

KPI –Performance to pay process

In accordance with an agreed performance to pay process, suppliers submit the following “inputs”:
Accurate and complete timesheets in a timely manner
Accurate and complete supplier reports in a timely manner
Accurate and complete invoices in a timely manner

Measurement

All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information	Inputs are provided later than prescribed in the performance to pay process but within 5 working days of the prescribed dates Inputs are incomplete or not 100% accurate	Inputs are supplied later than 5 working days of the prescribed performance to pay process Inputs may be very incomplete or contain significant errors
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Source
Project Manager verification of supplier timesheets, reports and invoices

Owner
Head of Digital – Army Media and Communication

KPI - PARTNERING BEHAVIOURS AND ADDED VALUE

Supplier promotes positive collaborative working relationships within and across team by acting in a transparent and co-operative manner in line with partnering behaviours.
Supplier shows commitment to the British Army project goals through adding value over and above the provision of compensated skilled personnel.

Measurement

- No behavioural problems identified. - MoD weekly progress meetings attended and contributions made. - Added Value recognised by the project above provision of compensated skilled resource	- Some minor behavioural problems. - Supplier only attends some of the weekly progress meetings or provides minor contributions. - Supplier adds some value above provision of compensated resource but project stakeholders do not regard as significant.	- Significant behavioural problems - Supplier contributions are rare or insignificant - no added value - contributions recognised by MoD project stakeholders.
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Source
Collective feedback on suppliers from customer .

Owner
Head of Digital – Army Media and Communication

Reading Room

Fkey to Rag Status

KPI - PEOPLE

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.

Measurement

No supplier resources are swapped out due to deficiency in skill-set	The supplier is asked to swap out at least one resource in the month.	More than one supplier resource(s) is swapped out from project due to deficiency in skill-set
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Source
Project Manager’s verification.

Owner
Head of Digital – Army Media and Communication.

KPI – DELIVERY/ QUALITY OF WORK

All supplier resources responsible for providing the deliverables/ services are performing to the required standard for the skill-set supplied

Measurement

No problems identified with quality of work Supplier skills meet the standards expected	Minor issues noted with quality of work Less than 100% of the deliverables have been achieved by the team	Persistent issues with quality of work (may be minor ones which have persisted from one week to another) Significant issue with quality of work noted over a month Less than 95% of the deliverables have been achieved by a team
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Source
Project Manager verification

Owner
Head of Digital – Army Media and Communication.

5. CONTRACT CHARGES

The charging mechanism for this SoW is Fixed Price

5.1 CAPPED TIME AND MATERIAL CHARGES

Not Used

5.2 PRICE PER STORY POINT CHARGES

Not Used

5.3 TIME AND MATERIALS CHARGES

Not Used

5.4 FIXED PRICE



6. SERVICE CREDITS

Not Used

7. ADDITIONAL REQUIREMENTS

Non applicable

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: DS02-061
CCN NUMBER: XX

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.