



Crown
Commercial
Service

DIGITAL SERVICES RM1043ii

CALL-OFF CONTRACT

Part A - Order Form, Specific Terms

Part B - Schedules

PART A – ORDER FORM

PROJECT REFERENCE:

DS02-017

CUSTOMER REFERENCE:

GDS Alpha Kainos

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 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:

15/10/2015

PURCHASE ORDER NUMBER:

7368928.

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:

Home Office

2 Marsham Street,

London

SW1P4DF

TO: the "Supplier"

KAINOS SOFTWARE LIMITED

Supplier No. 232787408

Kainos House

4-6 Upper Crescent

Belfast

County Antrim

BT7 1 NT

Supplier Reference: SO003692_MP_v1.0

TOGETHER: the "Parties"

PRINCIPAL CONTACT DETAILS:

For the Name:

Customer:

Title:



For the Supplier:	Email:	[REDACTED]
	Phone Number:	[REDACTED]
	Name:	[REDACTED]
	Title:	[REDACTED]
	Email:	[REDACTED]
	Phone Number:	[REDACTED]

1. CALL-OFF CONTRACT TERM

- | | |
|--|---------------|
| 1.1 Commencement Date: | 19/10/2015 |
| 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: | 15/10/2015 |

2. CUSTOMER CONTRACTUAL REQUIREMENTS

- | | |
|--|---|
| 2.1 Digital Services required: | For the provision of roles including developers, technical architects, designers and web operations for the development of the service and integration with an existing back-end service for the civil servant learning system under the DS02-017 project |
| 2.2 Warranty Period: | 90 Days from Release Completion Date |
| 2.3 Location(s)/Premises: | [REDACTED] |
| 2.4 Relevant Convictions: | N/A |
| 2.5 Staff Vetting Procedures: | CTC is required |
| 2.6 Exit Planning: | N/A |
| 2.7 Security Requirements:
(including details of Security Policy and any additional Customer security requirements) | N/A |
| 2.8 Protection of Customer Data: | N/A |
| 2.9 Standards: | <u>Digital by Default Service Standard</u> |
| 2.10 Business Continuity and Disaster Recovery: | Click here to enter text. |
| 2.11 Liability: | £1,000,000 |
| 2.12 Insurance: | As per Clause 16 of the framework Agreement RM1043ii:
"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" |

3. SUPPLIER'S INFORMATION

- | | |
|-------------------------------------|--|
| 3.1 Supplier Software and Licences: | The Supplier will not be providing any Supplier Software. Existing Customer software will be utilised. The Customer has requested Open Source as part of this contract. Based on the Suppliers experience and expertise, the Supplier shall select and recommend |
|-------------------------------------|--|

appropriate Open Source components to the Customer to reduce development time.

3.2 Commercially Sensitive Information:

We consider staff personal information and cvs, customer references, screenshots and pricing to be confidential indefinitely

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.

PO number and project reference

4.2 Invoice Frequency

Monthly

4.3 Contract Value:

[REDACTED]



4.4 Contract Charges:

Role Proposed	Role and Level	Rate	Days	Cost
Technical Architect/Lead Developer	Technical Architect (Intermediate)			
Developer	Developer (Senior)			
Developer/Automated Test Specialist	Developer (Junior)			
Interaction Designer	Designer (Junior)			

Total:



5. ADDITIONAL AND/OR ALTERNATIVE CLAUSES

5.1 Supplemental requirements in addition to the Call-Off Terms

Proposed individuals who are non-British/EEA nationals must either be in possession of leave to remain with no restrictions on their time to live/work in the UK or their leave to remain must be valid for the duration of this award and permit work in this capacity.

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

Supplementary to Clause 15 "Conflicts of Interest and Ethical Walls" of the Framework Agreement the following additional terms will apply:

5.2.1 The Supplier shall take all appropriate steps to ensure that their Supplier Staff are in a position where (in the reasonable opinion of the Authority and/or Customer) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier Staff and another Supplier who are both performing the Services to the Customer under this Framework Agreement or any Call Off Agreement. Any breach of this Clause 5.2 shall be deemed to be a Material Breach.

5.2.2 The Supplier acknowledges and agrees that a conflict of interest may arise in situations including (without limitation) where:

the Supplier Staff is related to someone in another Supplier team who both form part of the same team performing Services under this Framework Agreement; or

the Supplier Staff has a business interest in another Supplier who is part of the same team performing Services under this Framework Agreement.

5.2.3 The Supplier shall, where there is a risk of a conflict or potential conflict, promptly (and prior to the Call Off Commencement Date of any affected Call Off Agreement, unless agreed with the Customer otherwise) notify the Customer of such conflicts of interest and how they plan to mitigate the risk by establishing the necessary ethical wall arrangement(s) to eliminate any conflict of interest which may exist as a result of the Supplier Staff personal or commercial situations as per Clause 5.2. Details of such arrangements are to be submitted as soon as is reasonably practicable to the Customer.

5.2.4 Upon receipt of the notification in Clause 5.2.3, the Customer at their sole discretion will advise Supplier if the ethical walls are acceptable or if the Supplier Staff should be removed from the team providing the Services to the Customer.

5.3 SPECIFIC TERMS:

Clause	Heading	Minimum Number of days held within the Call-Off Agreement
4	WARRANTIES AND REPRESENTATIONS	Remains Ninety (90) Days from Release Completion Date
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:

Supplier:		CCS for and on behalf of the Customer
Name:		
Title:	Head Of Government Digital Business Unit	Commercial Director, Technology

Signature:		
Date:		



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:

Building capability is one of our Civil Service's top priorities. Civil Service Learning is at the heart of this agenda, in fact our mission is to **'get Civil Servants fired up about learning'**. To do this we'll support all Civil Servants with a simple, modern, efficient learning service designed around Civil Servants' needs.

Our service will make life easier for Civil Servants by giving them the ability to:

- easily search for the learning they're looking for
- efficiently book learning and link any supporting material to their calendar
- view their 'profile' which will show mandatory learning 'to do' and recommend career paths and learning for their profession or development ambition.
- see at a glance where resources, skills and capabilities are, what learning their team have planned and completed
- show how our capability is growing from a strategic view of the Civil Service.

The cross government team is developing the service to the high standards the Government Digital Service (GDS) apply to public facing services. Following a [Discovery](#) for a wider cross-Government service, the team is moving into Alpha focusing on the learning element of the service, and deeper user research will be carried out to confirm user needs. We'll be doing this for around 12 weeks from August 2015.

We are looking to work with a supplier to develop the service and integrate with an existing back-end service (see attached Architecture and CSL Roadmap documents).

We are looking for a supplier to work collaboratively with the CSL project team (see table below) and our current supplier LEO (<http://leolearning.com/>). Together we will adhere to the government's policy with regards to the [Technology Code of Practice](#), building services in accordance with the [Government Service Design Manual](#) and ensuring they are compliant with the [Digital by Default Service Standard](#)

CURRENT ROLES AND RESPONSIBILITIES:

Role	Responsibilities
Service Manager	Deliver an effective user focused digital service, including all related processes, for which they are responsible and accountable.
Product Owner	Responsible for the delivery, on-going success and continuous improvement of one or more digital products and/or platforms

Delivery Manager	Set the team up for successful delivery. Remove obstacles, or blockers to progress, constantly helping the team become more self-organising.
Designer / Front End Dev	Front end development of the service including interaction, graphic and UX design.
Business Analyst x2	Work closely with the Agile team to define a product approach to meet the specified user need. Rationalise complex information to make it understandable for others to work with.
User Researcher	Understanding who the users are, understanding their needs and maintaining a close focus on designing digital services that best meet their needs
Content Designer	make sure that the writing on the site or service meets the needs of the user as clearly, simply and quickly as possible.

REQUIRED OUTCOMES:

The current agile team have completed a [discovery](#) and have developed a Roadmap. They are currently working to develop User Needs through research and prototypes of the proposed service. The Roadmap features are;

1. Secure sign-on – creates profile and secure structured data store
2. Search – by keyword and filters (to be defined by users)
3. Book – Content (what do I need up front?), make booking, (F2F, online & other learning and coaching), approval, confirm booking, payments and changes
4. Do the learning – Record attendance, confirm that I've completed / passed the course, give me proof
5. Record and evaluate – Record "other" learning, send evaluation (learning), send feedback (service)
6. Data views – searchable repository of data and configurable reports available at different levels e.g. User, manager, head of Dept, Dept Learning Lead etc.

Cross Government Tools Discovery – Summary of findings relating to Learning

The user needs for the Cross Government Tools initiative were captured in Maslow.
The needs relating to learning are summarised below;

It should be noted that these do not constitute a complete set of needs for the new learning service.

Professions

- Know if I'm in a profession and if so which one(s)
- Know the important themes / areas for my profession
- Understand what the professional development structure and offer is
- Find learning opportunities relevant to my profession

Management

- Have oversight of the money that has and will be spent on training
- Have oversight of my teams training
- Find data on what learning has been completed

Learning Records

- Maintain a comprehensive learning record
- Look at my teams learning record

Access to learning

- Access learning remotely to suit my level

- Access learning in a suitable format
- Access learning at a time and place to suit me

Coaching & Mentoring

- Find a coach / mentor to work with
- Be able to advertise my availability as a coach or mentor
- Find someone to help me run the activity

Identify learning needs

- Obtain 360 feedback
- Identify development areas
- Have a learning plan
- Keep up to date with learning opportunities

Booking

- Book onto training courses

Suppliers

- I want to engage a supplier

REQUIRED CAPABILITIES AND OUTCOMES OF THE SUPPLIER:

CUSTOMER'S REQUIRED CAPABILITIES AND OUTCOMES:

Capabilities	Outcomes
Software Engineering and Ongoing Support Developers Technical Architect	Implement APIs for internal and external use. Build up a useful, robust automated test suite to support continuous deployment Bring specialist knowledge of wider web technologies, identifying good practices we can adopt and sharing our experiences. Share knowledge of tools and techniques with wider team (both developers and non-developers) 2nd line support of applications and platforms The supplier will also need to demonstrate the following capabilities / standards; Cloud migration, legacy service integration, discovery, and ISO27001 accredited
Front-end Design and Interaction Design Designer	Work as part of a multi-disciplined team to design user focussed and successful services Deliver designs that meet web standards, ensuring that key elements are built in from the outset Contributing to the development and continual enhancement of products Partnering with colleagues to facilitate a consistent user experience.
System Administration and Web Operations	Operational management of servers, delivering a complex web application stack Building and configuring new server platforms and automated tooling to do so Testing, debugging and troubleshooting of platform level problems Supporting development teams with configuring applications for deployment Sharing on-call duties

THE METHODOLOGY:

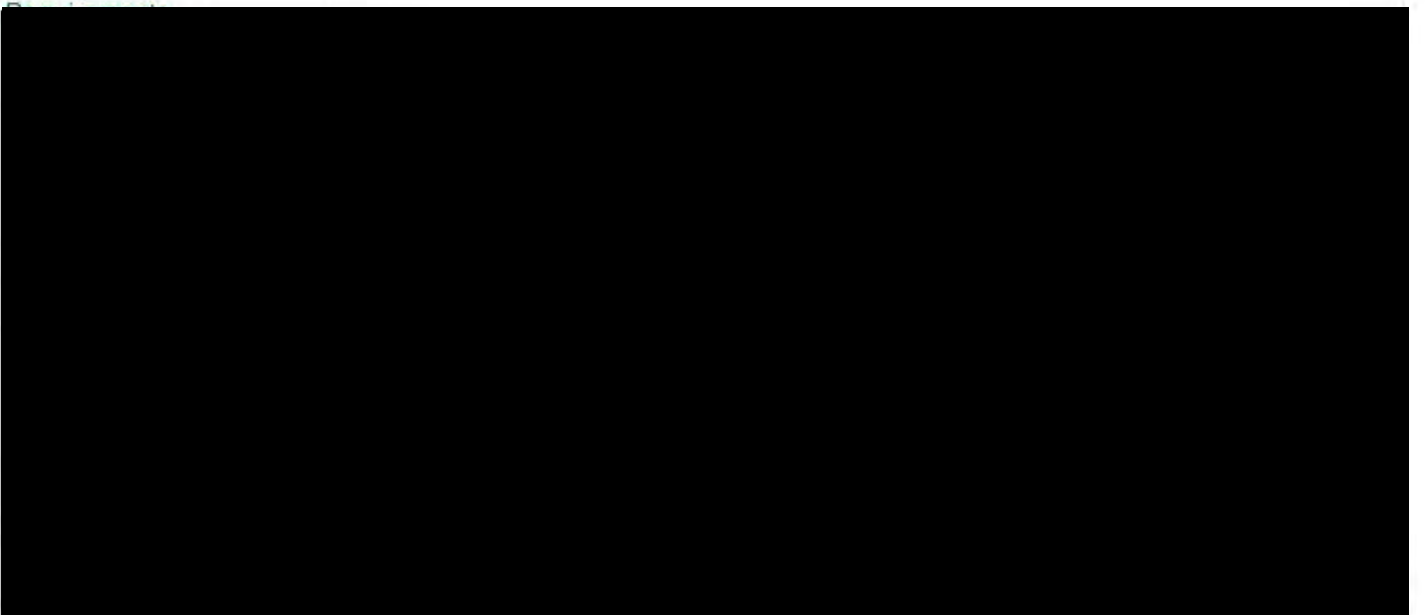
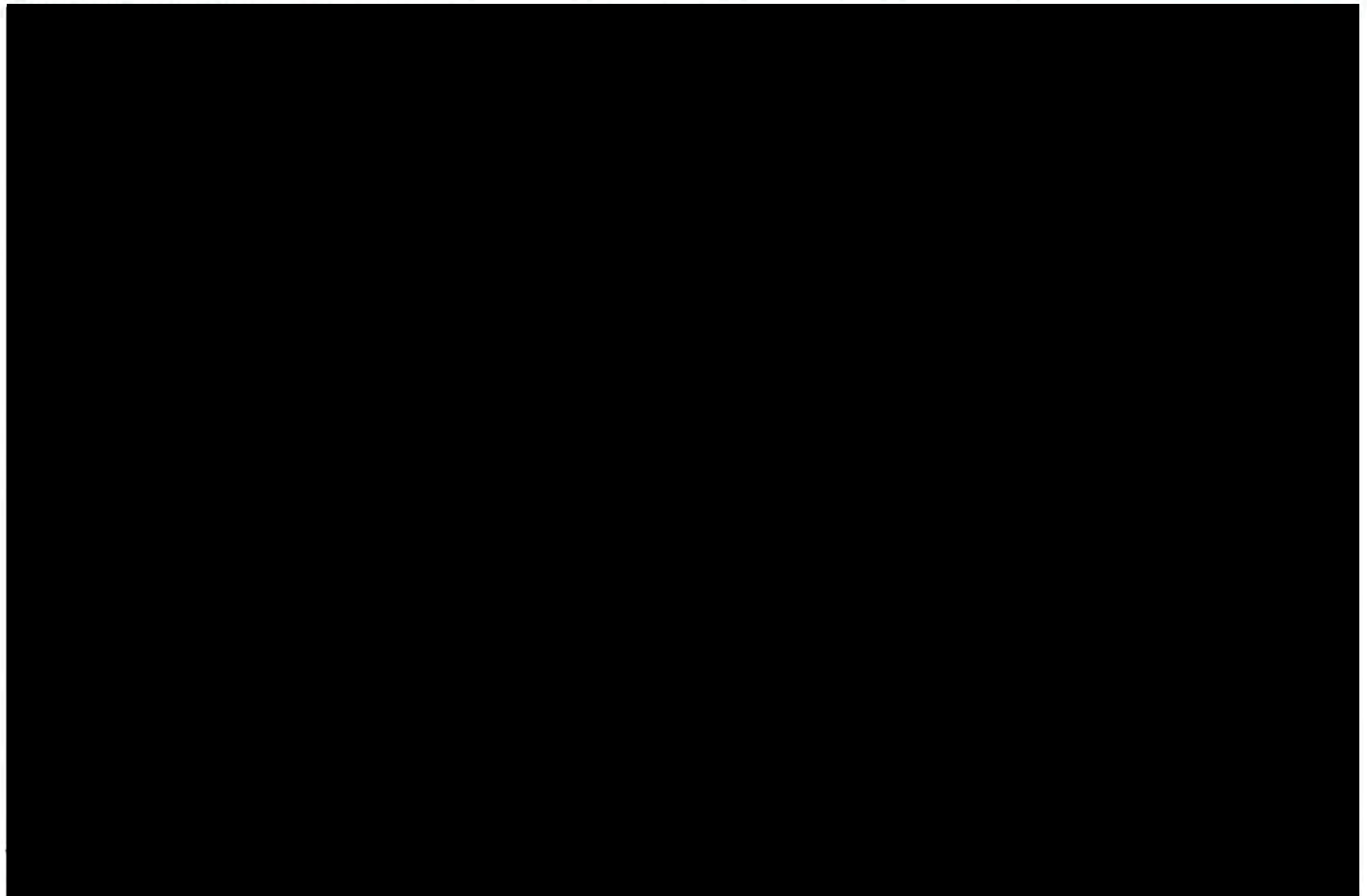
This project must be delivered under an agile methodology.

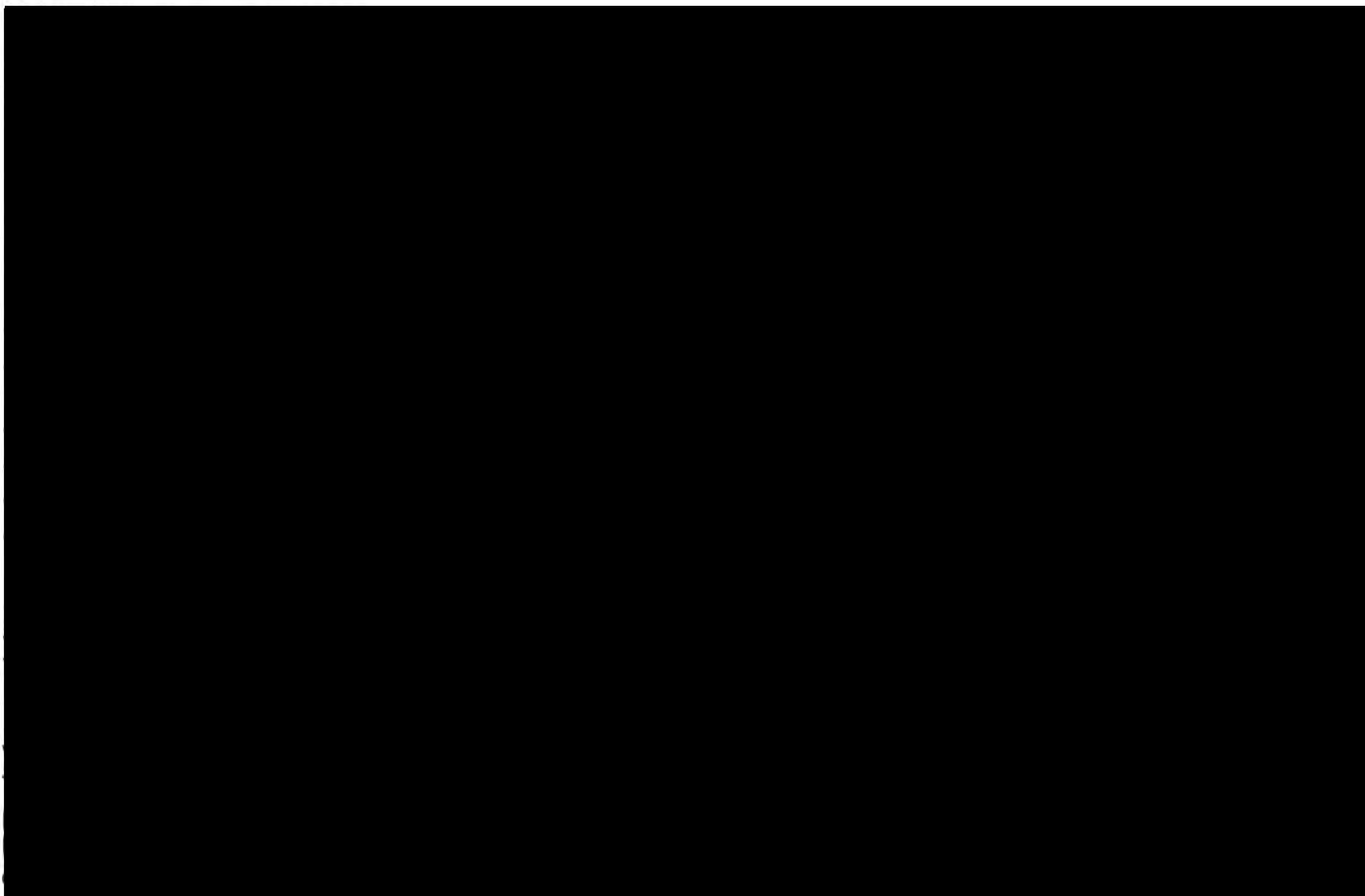
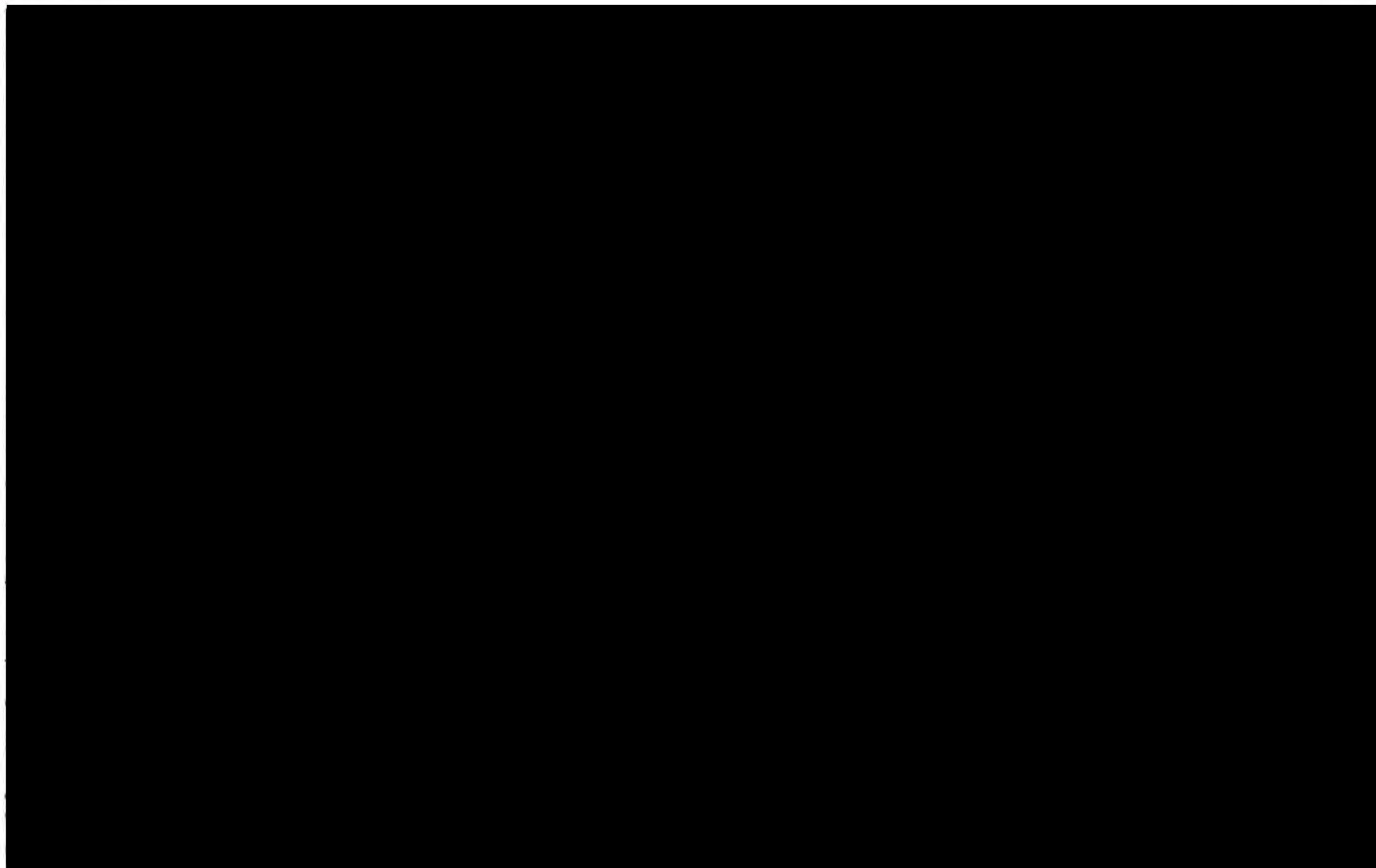
GOVERNANCE:

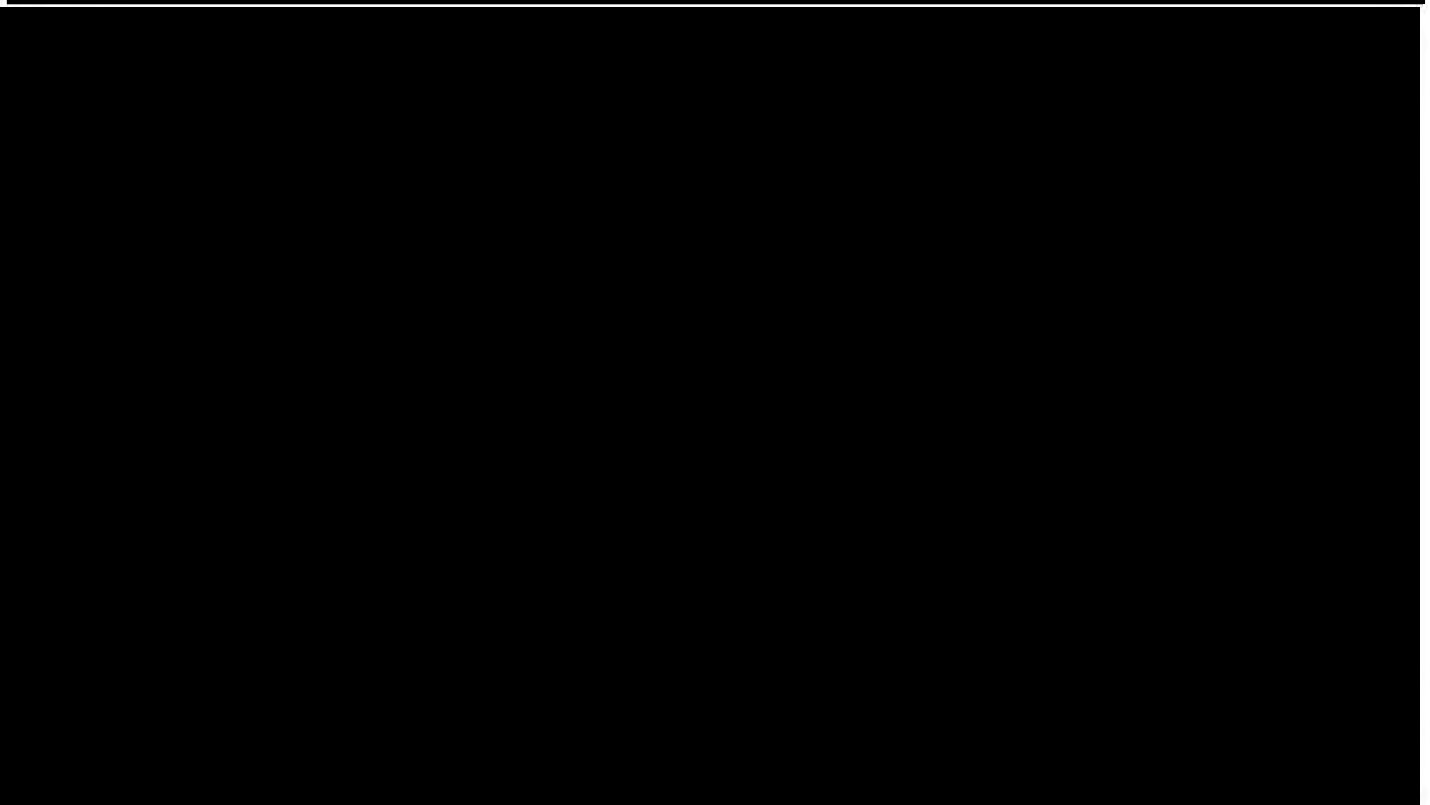
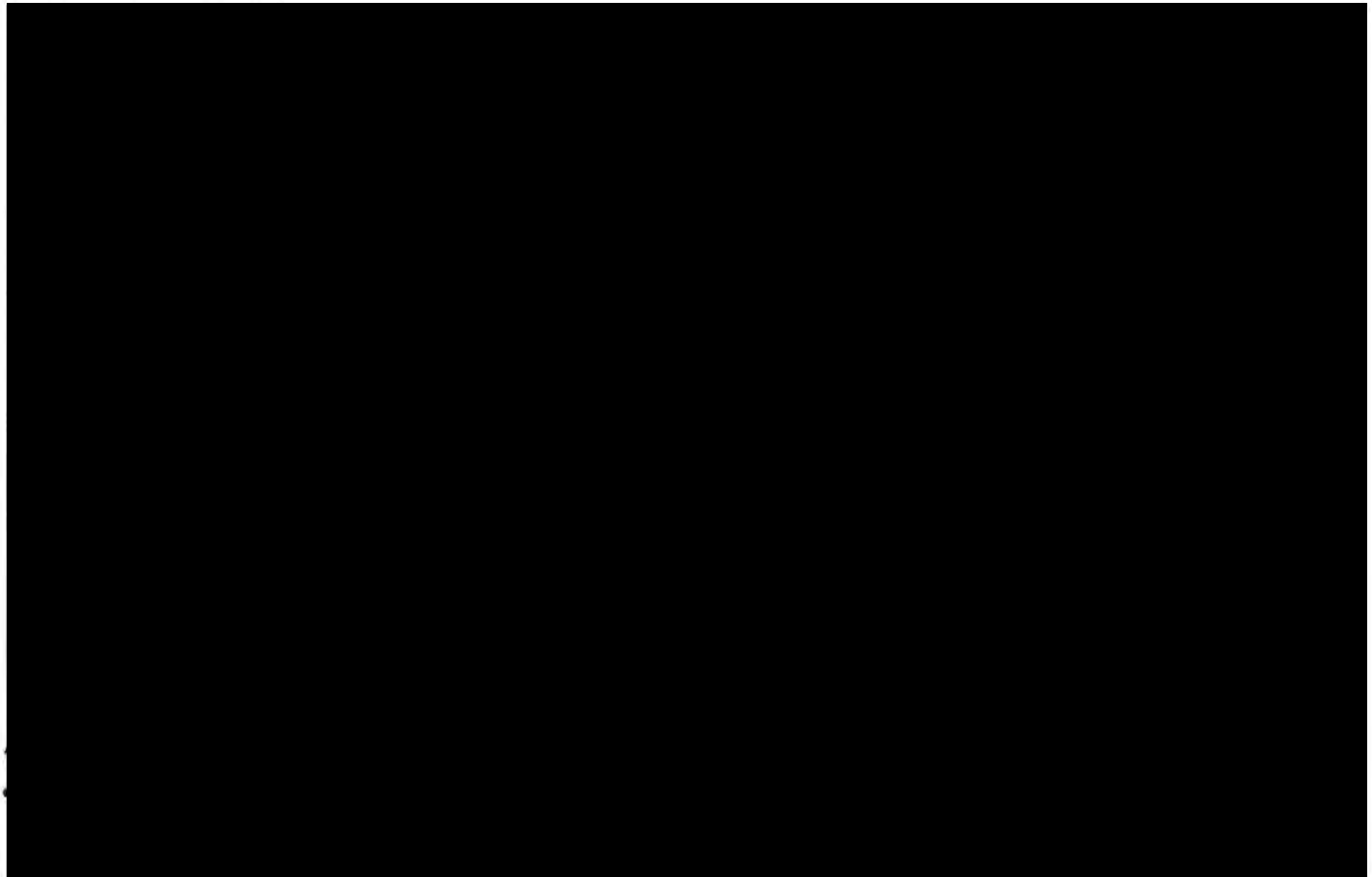
The supplier will work closely with the agile team and take active roles in daily stand-ups, 2 weekly Sprint Reviews, monthly Show and Tells, 2 weekly Retrospectives and any ad hoc Stakeholder management that may be required

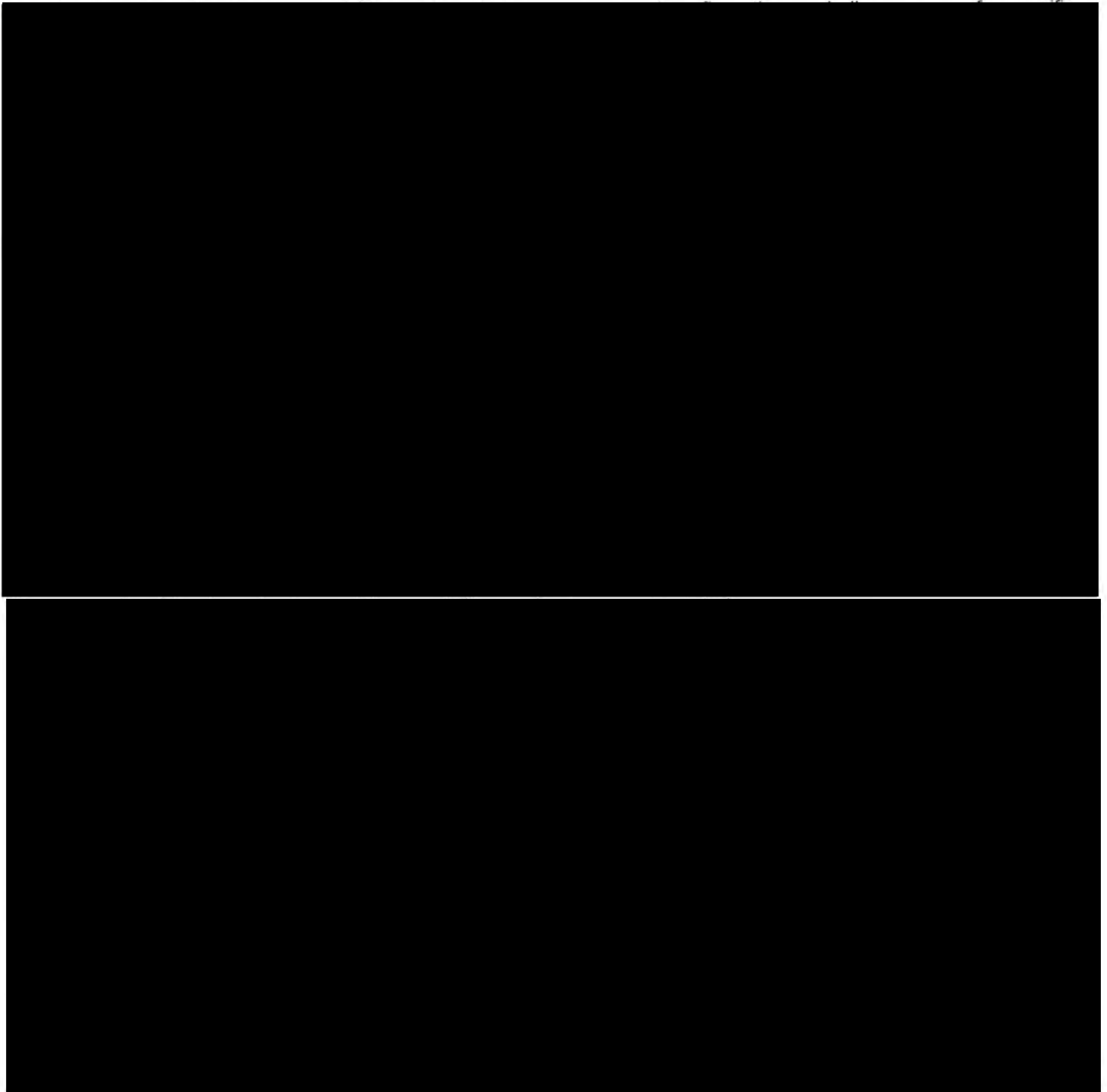
SCHEDULE 2 – SUPPLIER’S RESPONSE

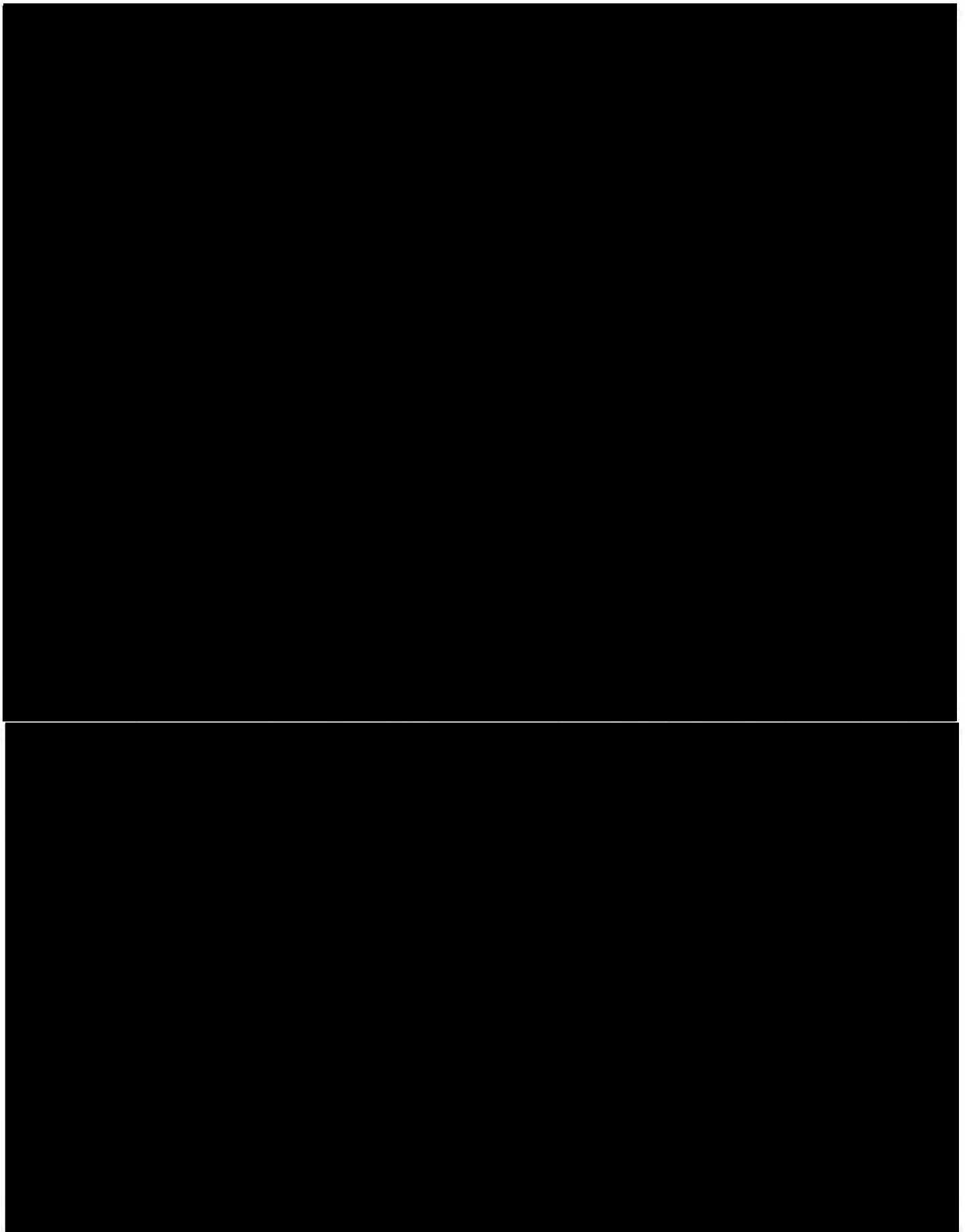
OVERALL TECHNICAL SOLUTION:

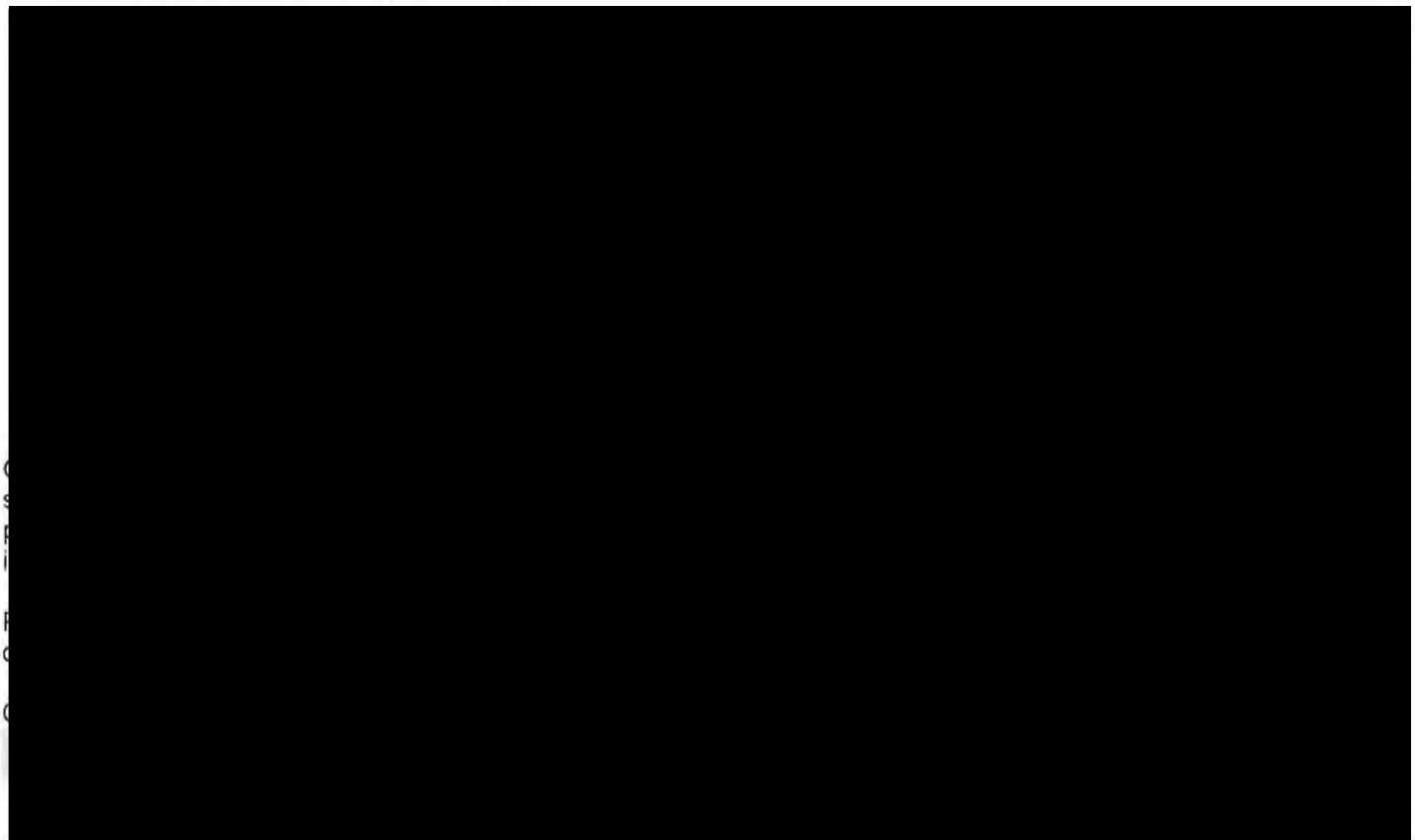
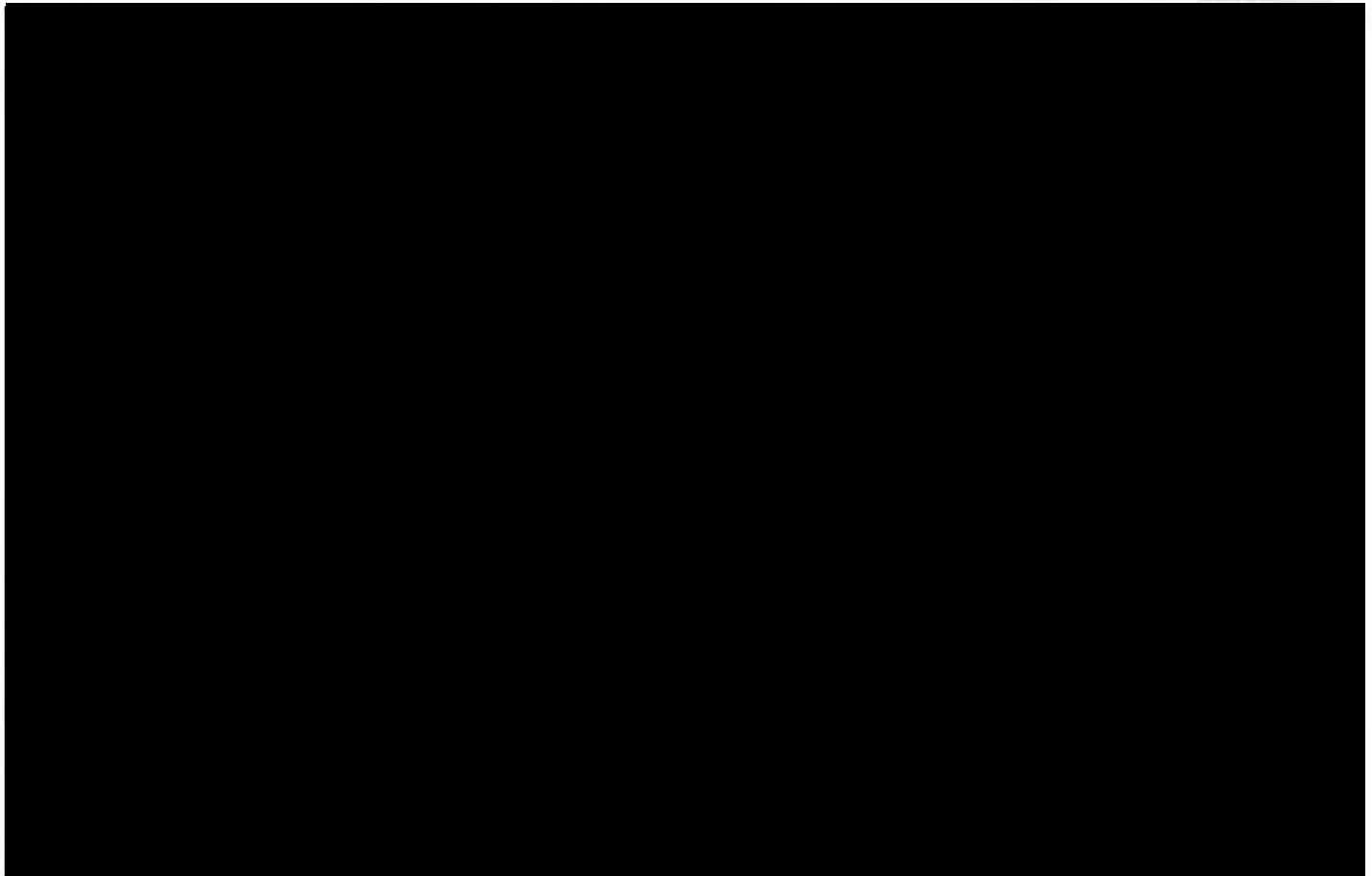


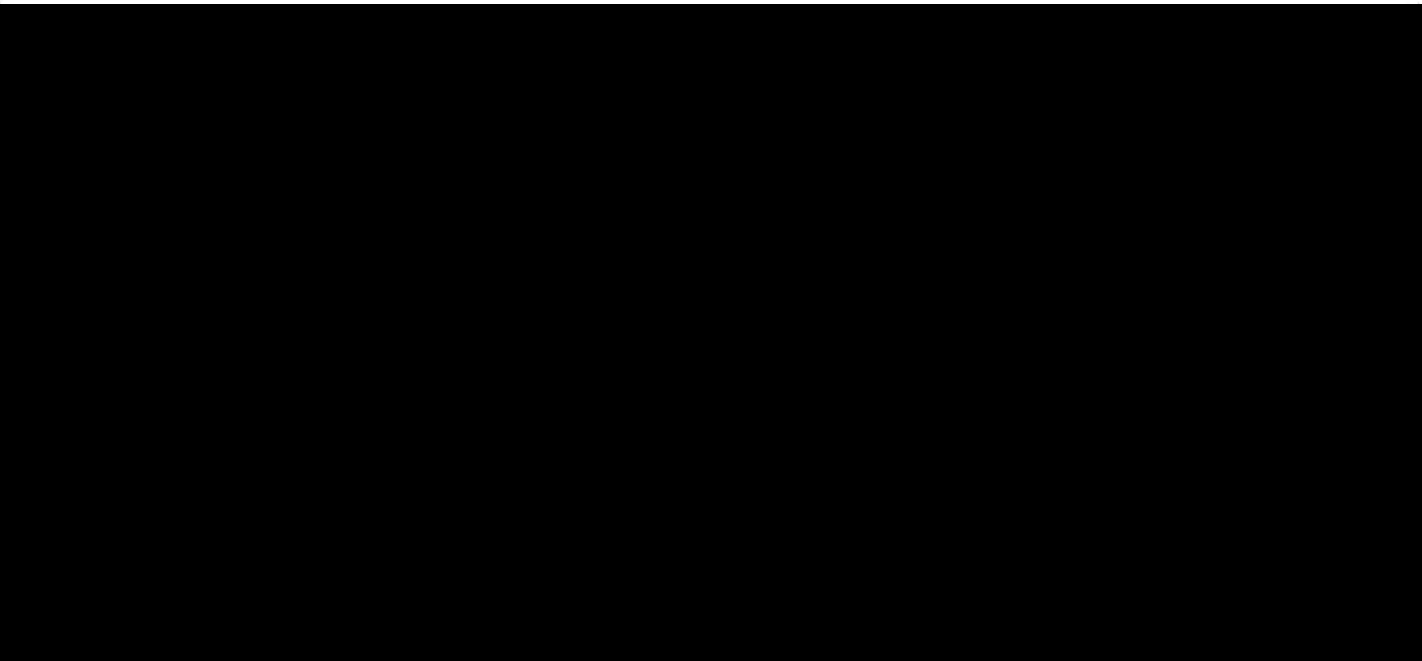
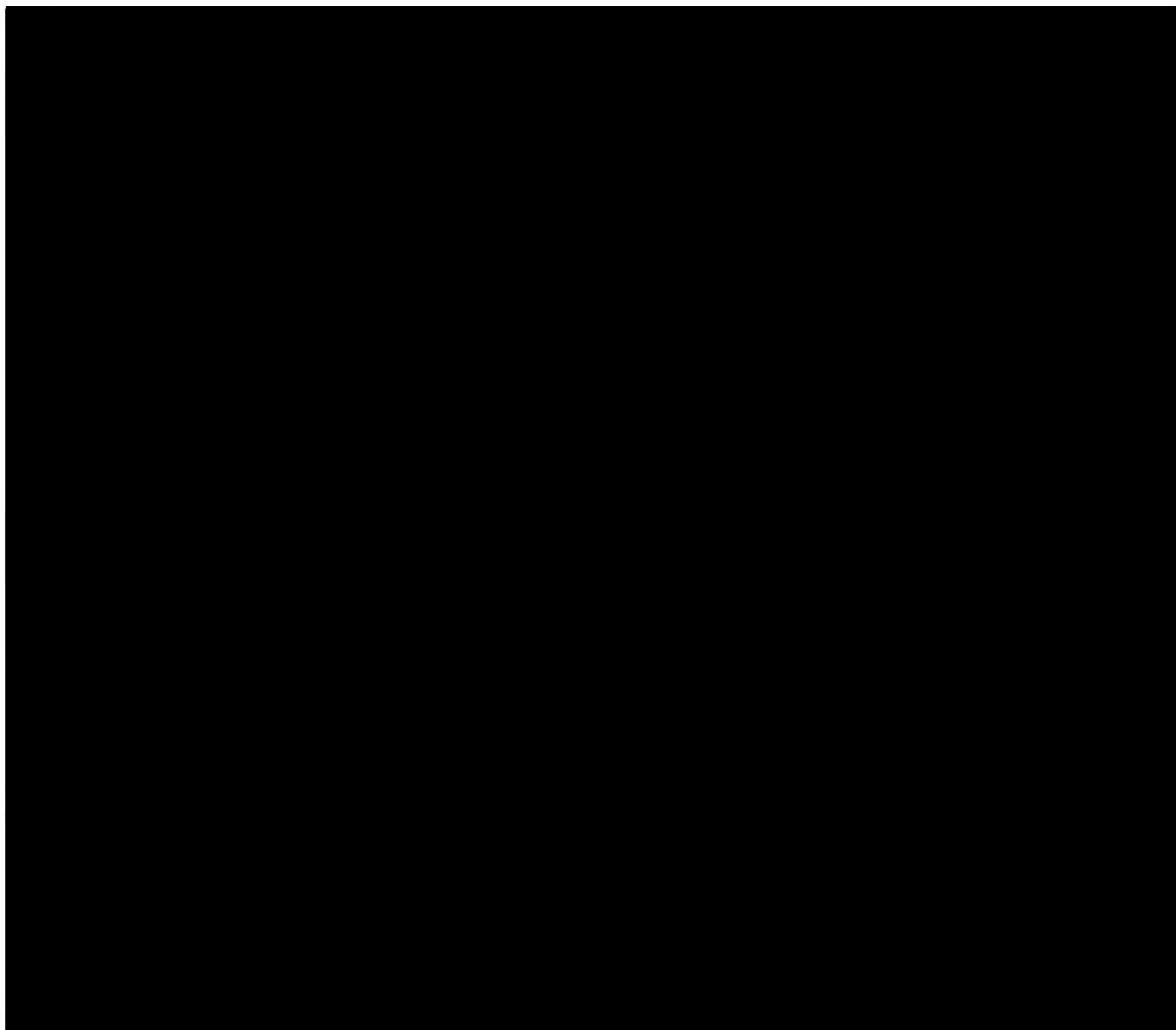


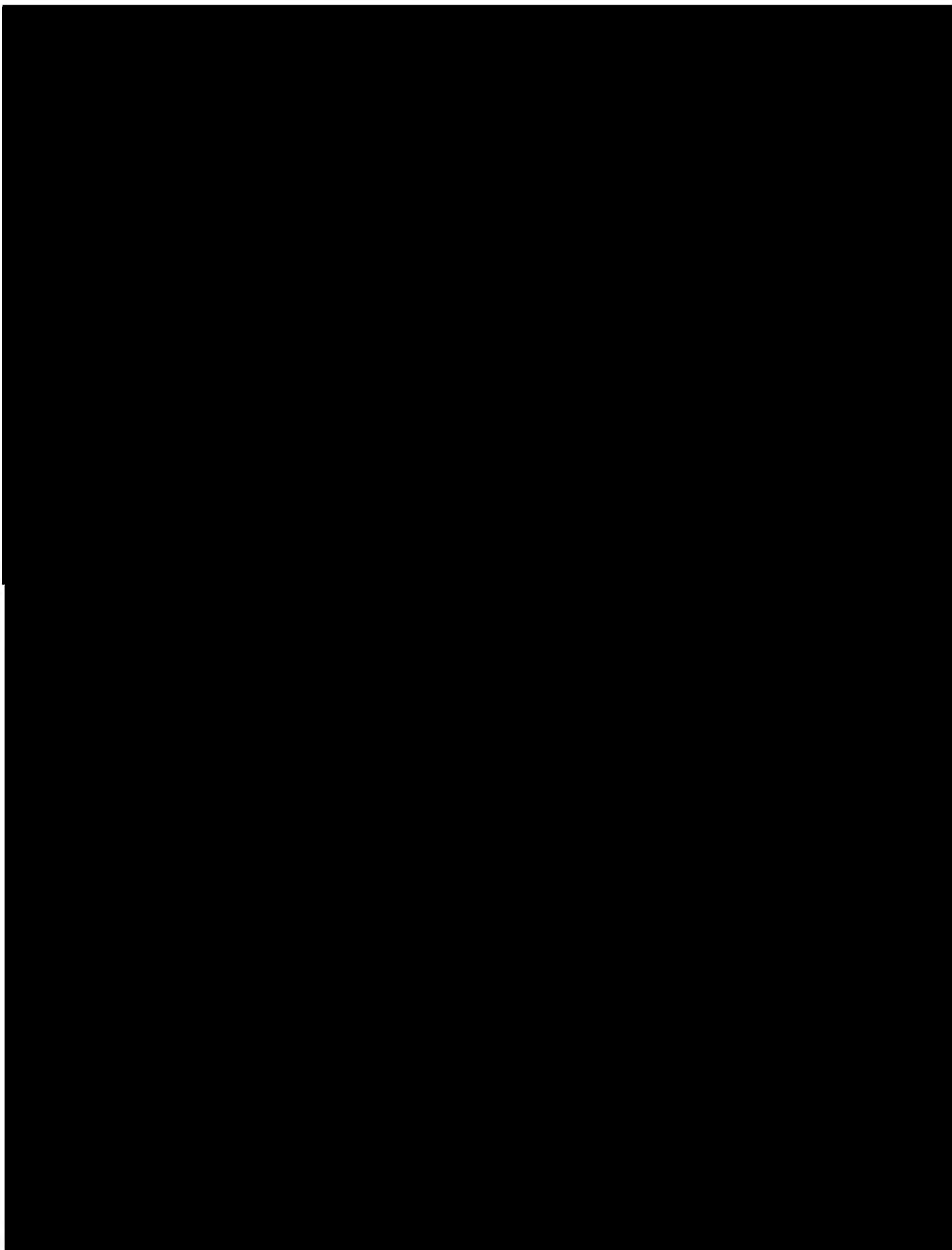


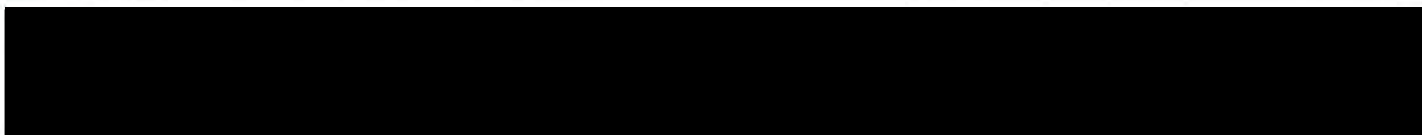












SCHEDULE 3 – ADDITIONAL CUSTOMER TERMS

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.

ADDITIONAL STAFFING SECURITY

- 1.4 This Clause 2 shall apply if the Customer has so stipulated in the Order Form.
- 1.5 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).
- 1.6 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:	10/10/2015
SoW Reference:	DS02-017 1
Departmental customer:	Home Office
Supplier:	Kainos Software Limited
Release Type(s):	Delivery
Phase(s) of Development:	Alpha
Release Completion Date:	19/02/2016
Duration of SoW	80 days
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

KEY PERSONNEL

- 1.4 The Parties agree that the Key Personnel in respect of this Project are detailed in the table at paragraph 1.5 below.
- 1.5 Table of Key Personnel:

Name	Role	Details

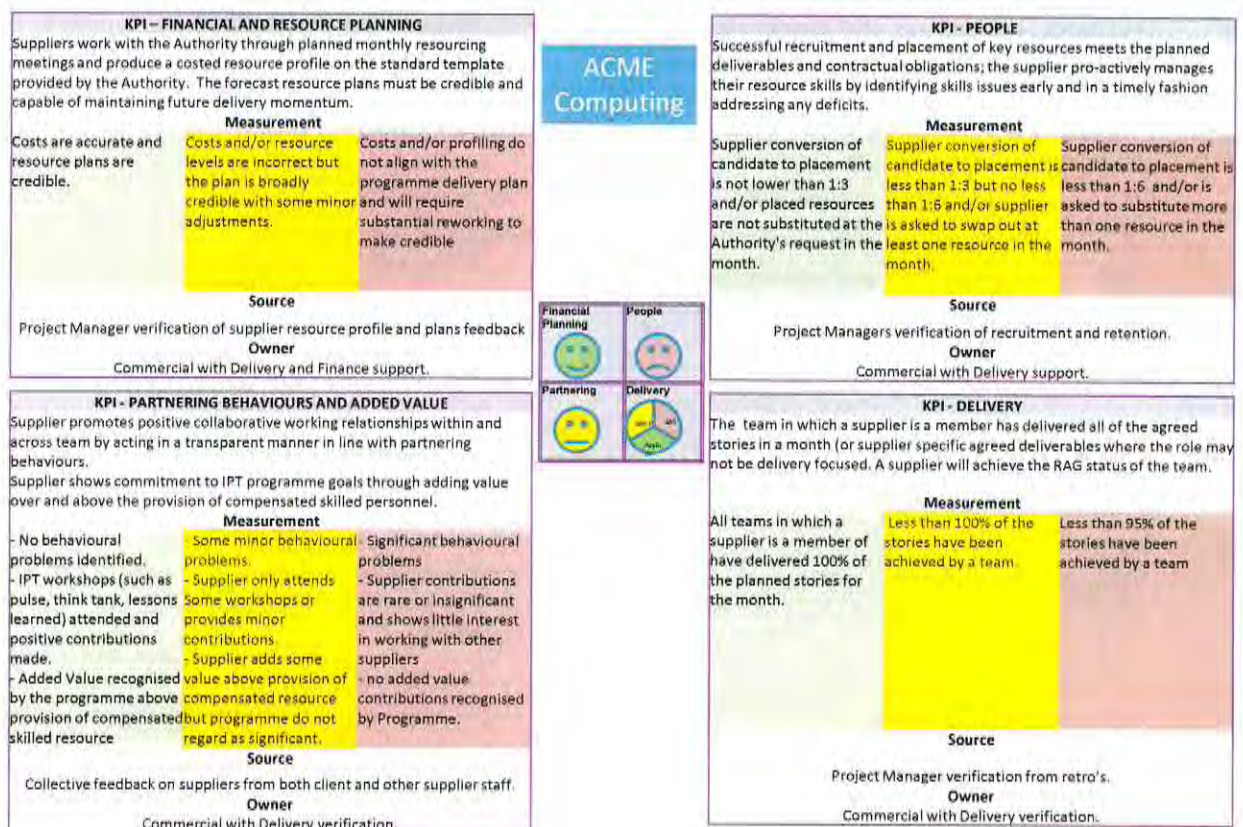
DELIVERABLES

- 1.6 The scope of the project will vary and will be under the control of the Home Office product manager To include a prototype learning service that meets GDS standard. Kainos will deliver the roles above to work onsite alongside the client team, during the engagement timeframe. The scope and outcomes will be confirmed during the project to align with available budget
- 1.7 Civil Service Learning (CSL) will agree and prioritise the fortnightly sprints, releases and responsibilities for the output of the team and the delivery of the prototype.
- 1.8 The Customer will accept deliverables without delay and in accordance with the agreed acceptance criteria and definition of done.

2. BALANCED SCORECARD & KPI'S

- 2.1 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. It is acknowledged that the Customer has overall responsibility for the project direction and outcomes. The Supplier is not responsible for the overall outcomes from a joint delivery team made up of Supplier and Customer (or other third party) staff. Balanced Scorecard Model:

Balanced Scorecard



CONTRACT CHARGES

The following charging mechanism, for this SoW is outline below:

- ☐ CAPPED TIME AND MATERIAL CHARGES
- ☐ PRICE PER STORY POINT CHARGES
- ☐ TIME AND MATERIALS CHARGES
- ☒ FIXED PRICE

2.2 CAPPED TIME AND MATERIAL CHARGES

Unused

2.3 PRICE PER STORY POINT CHARGES

Unused

2.4 TIME AND MATERIALS CHARGES

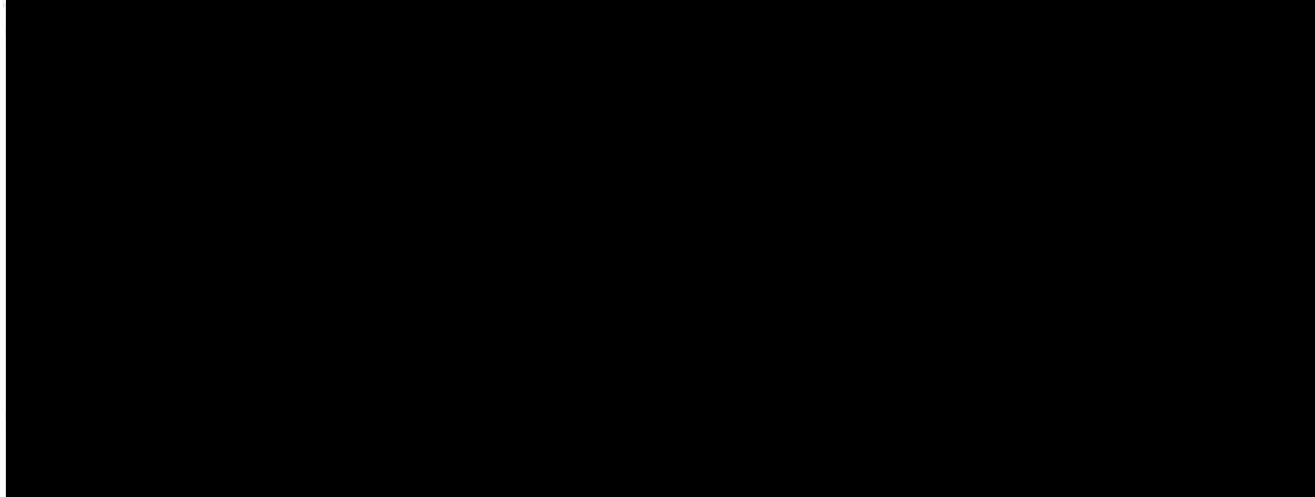
Unused

2.5 FIXED PRICE

2.5.1 Where Services for this Release are being delivered on a Fixed Price basis, the Contract Charges set out in the table at paragraph 5.4.3 shall apply

2.5.2 The Parties acknowledge and agree that the following assumptions, representations shall apply in relation to the prices set out below

2.5.3 Fixed Price Contract Charges (excluding VAT) shall be applied as follows:



As the scope of the project will vary the requirement per role above may vary as agreed by the Supplier and the Customer. The overall scope and outcomes will be confirmed between Supplier and Customer during the project to align with available budget.

To confirm, the total amount of this SOW will not be exceeded.

SERVICE CREDITS

Unused

ADDITIONAL REQUIREMENTS

Invoicing will be done at the end of the month will the actual days used. The invoice will be approved by the Project Manager in order to be paid.

AGREEMENT OF SOW

2.6 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

[Redacted signature area for Supplier]

For and on behalf of the departmental customer:

Name and Title

Signature and Date

[Redacted signature area for departmental customer]

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: DSD2-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

