
Terms and conditions

Between Corporate Document Services Ltd
("CDS")

and

Xxxxxxxxxx ("CUSTOMER")

of CDS consultancy services provided
under **G-Cloud 11** RM1557.11
("SERVICES")

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SERVICES AGREEMENT

This AGREEMENT is made and entered into effective as of this day of by and between (1) Corporate Document Services Ltd. whose registered office is situated at 7 Eastgate, Leeds, West Yorkshire, LS2 7LY (hereinafter referred to as "CDS") and (2) XXXXXXXXXXXX whose registered office is situated at XXXXXXXXXXXX (hereinafter referred to as "CUSTOMER")

WHEREAS:

- (1) CUSTOMER wishes to have certain consultancy design and technical development services provided in connection with the CUSTOMERS digital platform and presence, (the "SERVICES" as hereinafter defined); and
- (2) CDS represents that it has the appropriate expertise, skills and resources to provide, and is willing to provide, the SERVICES in accordance with the terms and provisions of this AGREEMENT.

NOW THEREFORE IN CONSIDERATION OF the mutual promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CUSTOMER and CDS agree as follows: -

1. DEFINITIONS

The following terms and expressions shall have the meaning respectively assigned to them in this Clause.

- 1.1. "AFFILIATE" shall mean any subsidiary or parent company of any company or any other subsidiary of such parent company. For the purpose of this definition, "subsidiary" and "parent company" shall have the meaning respectively assigned to them under Section 1161 (5), Companies Act, 2006, as amended by Section 144, Companies Act, 1989.
- 1.2. "AGREEMENT" shall mean this AGREEMENT, as originally executed or as may be formally amended by an instrument in writing signed by both PARTIES and, specifically referring to this AGREEMENT.
- 1.3. "BACKGROUND IP" shall mean INTELLECTUAL PROPERTY in the ownership of CDS at the Effective Date.
- 1.4. "COMMENCEMENT DATE" means the go live date of the XXXXXXXXXXXX .
- 1.5. "FOREGROUND IP" shall mean all and any INTELLECTUAL PROPERTY acquired, generated or derived by CDS in the course of providing the Services to the CUSTOMER.

- 1.6. "INTELLECTUAL PROPERTY" shall mean inventions and discoveries (whether patentable or not) and other forms of intellectual property (including but not limited to all patents or applications for patents, trade marks and trade names (whether registered or unregistered) copyrights and designs (whether registered or unregistered) and all know-how).
- 1.7. "PARTY" shall mean either CUSTOMER or CDS as the context may require and "PARTIES" shall mean CUSTOMER and CDS.
- 1.8. "STATEMENT OF WORK" shall mean the statement of work for the SERVICES set out in Schedule 3 and any subsequent statements of work substantially in the form of Schedule 3 agreed to between the PARTIES in writing from time to time and made a part of this AGREEMENT. All STATEMENTS OF WORK shall be deemed incorporated herein by reference.
- 1.9. "SERVICES" shall mean the services to be provided by CDS under this AGREEMENT to the CUSTOMER as outlined in the applicable STATEMENT OF WORK.
- 1.10. "TERM" means the period of 3 (three) years beginning on the Commencement Date.

2. SERVICES

- 2.1. CDS shall provide the SERVICES as set out in Schedule 1 to this Agreement in accordance with Clause 4.1, or as otherwise notified by the CUSTOMER to CDS from time to time and in accordance with the terms of this AGREEMENT.

3. DURATION OF AGREEMENT

The PARTIES hereby agree that this Agreement shall commence on the COMMENCEMENT DATE and shall continue for the TERM, unless terminated earlier pursuant to Clause 10. The initial TERM may be extended for rolling periods of 12 (twelve) months upon the mutual written agreement of the PARTIES.

4. CDS OBLIGATIONS

- 4.1. CDS will provide and perform the SERVICES
 - 4.1.1. in accordance with this AGREEMENT;
 - 4.1.2. with due care and diligence and with the skill to be reasonably expected of an experienced provider in the type of services to be provided and performed under this AGREEMENT; and
 - 4.1.3. in compliance with all applicable legal obligations.

- 4.2. For the avoidance of doubt, CDS shall comply with any timescales or key dates identified in the applicable STATEMENT OF WORK
- 4.3. Save as expressly provided in the foregoing provisions of Sub-Clause 4.1, all other warranties relating to the SERVICES, (whether expressed or implied by law, custom or otherwise) are excluded to the fullest extent permitted by law.

5. ASSIGNMENT AND SUB-CONTRACTING

- 5.1. Neither PARTY shall assign this AGREEMENT or any part of it or any benefit or interest in or under it to any person whatsoever without the prior written consent of the other PARTY, such consent shall not be unreasonably withheld or delayed.
- 5.2. CDS may sub-contract its obligations to deliver the Solutions under this Agreement
- 5.3. CDS shall be responsible for all work, acts, omissions and defaults of any party to whom any part of the SERVICES is sub-contracted by CDS as if they were work, acts, omissions or defaults of CDS.

6. FORCE MAJEURE

- 6.1. Neither PARTY shall be liable to the other PARTY for any failure or delay in the performance of any of its obligations under this AGREEMENT if and to the extent such failure or delay arises from any cause or circumstances outside the reasonable control and without the fault or negligence of such PARTY and which, by the exercise of reasonable diligence the said PARTY is unable to provide against.
- 6.2. Subject to and without limiting the provisions of Sub-Clause 6.1, examples of the causes and circumstances referred to therein include, but not limited to, war, hostilities, official strikes, lock-outs, official industrial action, acts of government, terrorism, flood and any natural disaster.

7. OWNERSHIP AND RIGHTS OF USE

- 7.1(a). Legal and beneficial title to all BACKGROUND IP shall belong to and remain vested in CDS (or, where appropriate, in a third party licensor). In consideration of the fees due under this AGREEMENT, CDS grants to CUSTOMER a perpetual, royalty-free, non-exclusive, non-transferable, irrevocable licence to use the BACKGROUND IP solely for CUSTOMER' internal business purposes and in connection with the receipt of the Services under this AGREEMENT. Maintenance or support of such software or third party

licensed property shall be subject to, and contingent on, separate licencing agreement between the PARTIES detailed in the Schedules.

- 7.1(b) All FOREGROUND IP shall vest in and be owned absolutely by CUSTOMER upon full payment by CUSTOMER of all undisputed monies due and owing under this AGREEMENT
- 7.1(c) In consideration of the payment of all sums owing under this AGREEMENT by CUSTOMER to CDS, CDS assigns and where practicable shall procure the assignment to CUSTOMER of all FOREGROUND IP.
- 7.1(d) CUSTOMER grants to CDS a non-exclusive, irrevocable, royalty-free licence to use CUSTOMER trade marks and logos and any other materials supplied by CUSTOMER during the Term for the purposes of providing the SERVICES.
- 7.1(e) CUSTOMER acknowledges that any BACKGROUND IP shall be licensed to CUSTOMER only for use in connection with this Agreement. Under no circumstances shall such licence include any licence or right of access in relation to any source code of such programs except as may be agreed in writing with CDS. The IP in such source code shall remain the property of CDS or the relevant third party owner as the case may be. CUSTOMER shall not be entitled (save to the extent permitted by law) to copy, adapt, reverse compile, decode or otherwise translate any such program.
- 7.1(f) Each party at their respective expense shall do all further acts and deeds and execute all such further documents and instruments as may from time to time be required to give effect to the ownership or licence of IP as envisaged by this Clause 7.1.
- 7.2. CUSTOMER shall retain all rights of title to, copyright in and ownership of all items provided to CDS under this AGREEMENT.
- 7.3. CDS acknowledges and agrees that no work done or method employed by it in the provision and performance of the SERVICES or any item provided by it as part thereof or as a result thereof or any use made by CUSTOMER or any of its AFFILIATES of any such item provided by CDS under this AGREEMENT shall infringe any third party intellectual property right protected by law, including without limitation any letters patent, registered design, trade mark, copyright or design right.

8. **CONFIDENTIALITY**

- 8.1. Each PARTY (the "RECEIVING PARTY") shall treat as confidential any information it acquires from or which is provided to it under or in connection with this AGREEMENT by the other PARTY (the "DISCLOSING PARTY") which is identified by the DISCLOSING PARTY as confidential or which by its very nature is confidential and during a period of five years from the date of this AGREEMENT shall not disclose to, place at the disposal of or

use for the benefit of or on behalf of any third party or enable any third party to use, peruse or copy such confidential information or any part thereof without the prior specific written consent of the DISCLOSING PARTY.

8.2. CDS shall not use the Confidential Information of the CUSTOMER for any purpose other than the execution of the SERVICES.

8.3. The provisions of Sub-Clause 8.1 shall not apply to information which

8.3.1. prior to it being acquired hereunder is part of the public domain or at any time thereafter becomes part of the public domain other than as a result of breach by the RECEIVING PARTY of its confidentiality obligations under this Clause 8; or

8.3.2. was independently received by the RECEIVING PARTY from a third party whose possession is lawful and who has the full right to disclose and who did not receive it either directly or indirectly from the DISCLOSING PARTY or any of its AFFILIATES; or

8.3.3. was developed independently by employees of the RECEIVING PARTY without the benefit of the Confidential Information supplied by the DISCLOSING PARTY; or

8.3.4. was known to the RECEIVING PARTY prior to receipt of Confidential Information of the DISCLOSING PARTY, as evidenced by reasonable written records; or

8.3.5. is required to be disclosed in order to comply with the requirements of any court order or any law, rule or regulation of any governmental body having jurisdiction or of any relevant stock exchange, provided the RECEIVING PARTY first gives reasonable advance notice to the DISCLOSING PARTY and reasonably cooperates with the DISCLOSING PARTY to secure confidential protection of such Confidential Information.

9. REMUNERATION, INVOICING AND PAYMENT

9.1. In consideration of the performance CDS' obligations under this AGREEMENT by CDS, the CUSTOMER shall pay the Price in accordance with the Statement of Work

9.2. CDS shall submit a monthly consolidated invoice to the CUSTOMER, which shall include the following detail: item; client; cost code; value; and VAT.

9.3. The amount of each correctly raised invoice shall become due for payment within thirty days from the date on the invoice.

9.4. All sums that become due for payment to CDS under this AGREEMENT are exclusive of Value Added Tax which shall be payable by CUSTOMER to CDS, where applicable, at the rate and in the manner prescribed by law from time to time as an addition to such sums.

- 9.5. If any bona fide undisputed amount payable to CDS by CUSTOMER under this AGREEMENT is left outstanding beyond the due date for payment, CDS may, without prejudice to its other rights charge interest pursuant to the Late Payments of Commercial Debts (Interest) Act 1998. In addition should CDS incur any costs in collecting payment of an overdue account, all such costs will be charged to CUSTOMER, who will not have discharged their liability to CDS until such costs are paid.

10. TERMINATION

- 10.1. CUSTOMER and CDS shall each have the right by giving notice in writing to the other PARTY to terminate all or any part of the SERVICES or this AGREEMENT at such time or times as the notifying PARTY may consider necessary for any of the following reasons: -
- 10.1.1. in the event of any material breach of this AGREEMENT by the other PARTY which such other PARTY fails to remedy within fourteen days from receipt of earlier notice in writing from the notifying PARTY giving details of the breach, provided such breach subsists at the time the termination notice is issued;
 - 10.1.2. in the event of any persistent breach of this AGREEMENT by the other PARTY which such other PARTY fails to remedy within fourteen days from receipt of earlier notice in writing from the notifying PARTY giving details of the breach, provided such breach subsists at the time the termination notice is issued;
 - 10.1.3. in the event of the other PARTY becoming bankrupt or making a composition or arrangement with its creditors or a winding-up order of the other PARTY being made (except for the purposes of amalgamation or reconstruction while solvent), a resolution for its voluntary winding-up passed or a provisional Liquidator, Receiver, Administrator or Manager of its business or undertaking appointed or presenting a petition or having a petition presented applying for an administration order to be made pursuant to Section 9 of the Insolvency Act 1986.

11. LIMITATION OF LIABILITY

- 11.1. Nothing contained in this AGREEMENT shall exclude or limit the liability of either PARTY for death or personal injury resulting from its negligence or the negligence of its employees, its agents and/or sub-contractors.
- 11.2. Subject always to the provisions of Sub-Clause 11.1 the aggregate liability of either PARTY, howsoever arising out of or in connection with this AGREEMENT (whether in contract, tort or otherwise at law) in respect of direct loss or damage to the tangible property of the other PARTY howsoever caused shall be limited to £1,000,000 (one million pounds sterling) per occurrence or series of occurrences arising from a common cause.

- 11.3. Without prejudice to the provisions of Sub-Clauses 11.1 and 11.2 but subject always to the provisions of Sub-Clause 11.4 the aggregate liability of either PARTY to the other PARTY, howsoever arising out of or in connection with this AGREEMENT (whether in contract, tort or otherwise at law), shall to the maximum extent permitted by law be limited in respect of each claim or series of claims arising from the same cause to (i) 150% of the annual total remuneration for the SERVICES payable to CDS under this AGREEMENT, or (ii) £300,000 (two hundred thousand pounds sterling), whichever is the greater amount.
- 11.4. Except only for any such liability arising from breach of Sub-Clause 7.3 and/or Clause 8, in no event will either PARTY be liable to the other PARTY (whether in contract, tort or otherwise at law) for any business interruption, loss of profits, loss of contracts, loss of revenue, loss of goodwill, loss of anticipated savings or any special, indirect or consequential loss (whether or not foreseeable), suffered or incurred by the other PARTY, howsoever arising out of or in connection with the SERVICES or the provision thereof or this AGREEMENT.
- 11.5 CDS shall hold the CUSTOMER harmless and shall indemnify the CUSTOMER from and against any loss, cost or expense, including reasonable legal fees, court fees and associated expenses, judgements or fees ("Claim(s)") related to Supplier's breach of sub-clauses 7.3 or Clause 8; provided that CDS shall have control of any negotiation, defence and/or settlement of any Claim, the CUSTOMER provides prompt notice of any Claim(s) and accordingly the CUSTOMER undertakes not to prejudice the defence of any Claim(s) .

12. GENERAL LEGAL PROVISIONS

- 12.1. Nothing contained in this AGREEMENT shall be construed as creating a joint venture, a legal partnership, or a relationship of principal and agent between CUSTOMER and CDS.
- 12.2. In the event that any one or more of the provisions contained in this AGREEMENT shall, for any reason, be held by any competent authority to be invalid, illegal or unenforceable in any respect, in whole or in part, such invalidity, illegality or unenforceability shall not affect any of the other provisions of this AGREEMENT or the remainder of the provision in question and this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision or invalid, illegal or unenforceable part thereof had never been contained herein.
- 12.3. Failure or delay in the prompt enforcement of any right hereunder shall in no way be construed as a waiver of such right. No right or remedy of a PARTY shall be deemed waived except pursuant to a written waiver executed by a PARTY against whom the waiver is to be enforced. Waiver of any provision of this AGREEMENT on any occasion shall not be construed as a waiver of any other provision or that provision on any other occasion.
- 12.4. The provisions of Clauses 7, 8, 11 and 12 shall survive termination of the SERVICES or termination of this AGREEMENT for any reason whatsoever.

- 12.5. This AGREEMENT (including the Schedules) constitutes the entire agreement between the PARTIES with respect to the SERVICES and supersedes all prior negotiations, representations or agreements related to this AGREEMENT, either written or oral. No amendment to this AGREEMENT shall be effective unless set out in a formal instrument in writing signed by both PARTIES, specifically referring to this AGREEMENT.
- 12.6 The Schedule(s) attached hereto are part of this Agreement. In the event of a contradiction between this Agreement and its Schedule(s), the provisions of this Agreement shall prevail.
- 12.7. This AGREEMENT shall be construed, take effect and be governed in all respects in accordance with English Law excluding those conflict of law rules and choice of law principles which would deem otherwise and shall be subject to the exclusive jurisdiction of the English Courts, save that any judgement, declaration, award or order obtained in the English Courts may be enforced in any jurisdiction.

IN WITNESS WHEREOF, CUSTOMER and CDS has caused this AGREEMENT to be signed and executed on their behalf by their duly authorised representatives, in two original counterparts (one for each of the PARTIES) as of the day and year first above written.

Signed for and on behalf of

Signed for and on behalf of

Corporate Document Services Ltd

CUSTOMER

Signature:

Signature:

Name:

Name:

Position/Title:

Position/Title:

SCHEDULE 1

SERVICES:

- Web site development
- CMS implementation
- Software development
- Software consultancy
- Project consultancy
- Technical consultancy
- Project management
- Design and marketing services
- Business Intelligence services
- Support services
- Communication services
- Security testing (optional)
- Hosting Services

SCHEDULE 2

Rate Card

All SERVICES will be performed based on the rate card provided below unless the parties agree otherwise in writing.

Staff/grade	Day Rates ex VAT
Scrum Master	
Project Director	
Technical Architect	
Business Analyst	
Senior Application Developer	
Web GUI Developer	
Web Designer	
UX Consultant	
Content editor	
Test Manager	
Test Analyst	
Release Manager	
Service Manager	
Support Engineer	

All rates are exclusive of VAT.

Travel & Subsistence

Travel and subsistence costs incurred by CDS staff in connection with the delivery of the work will apply for fuel, standard class fares and standard class accommodation.

SCHEDULE 3

Statement of Work: Waterfall Delivery

1. SCOPE

2. PRICE

Statement of Work: Agile Delivery

1. DEFINITIONS

Definition of Done: An item on the Product Backlog is deemed to be completed when the following applies:

- The item has successfully met the Acceptance Criteria for that item
- The item has successfully completed the testing processes set out in the methodology and has passed such test processes.
- The Software in respect of that item is ready to be deployed to a pre- production or production environment, and the Software is capable of being repeatedly deployed to any number of target settings within a pre- production or production environment, such that the operation of the Software would be consistent across each of the target settings regardless of the nature of such target setting;
- The Deliverables as set out in the Methodology have been approved by the Customer in respect of that item;
- The Product Owner has confirmed that the item has been satisfactorily completed.

Development Team is the team of CDS staff responsible for the development activities within each Sprint.

Product Backlog is a prioritised list of all the items that are to be developed during the course of this project and is based on the Product Vision. It will include the following elements:

items: the list of features to be developed

estimate of business value: an estimate by the product Owner of the value to the Customer's business of each item (presented in relative terms by comparison to other items)

estimate of effort: an estimate of the effort required by the Development Team to develop each item (presented in relative terms by comparison to other items)

priority: the priority for each item, taking account the estimates of business value and effort

Product Owner is a representative of the Customer and is responsible for communicating the Customer's Vision of, and the requirements for, the project to the Development Team.

Product Vision is a statement setting out the overarching goals of the project and the high level benefits being sought.

Project is a series of Sprints, culminating in delivering the Product Vision for a particular piece of work

Project Deliverable is a combination of items on a product backlog which when combined achieves the Product Vision

Sprint is the term for a development cycle, involving the Development Team and consisting of planning, design, coding, testing and deployment. Each Sprint will last 3 weeks unless agreed otherwise by both parties in writing.

Sprint Backlog is an agreed list of items from the Product Backlog, prioritised for a Sprint

Velocity is the total value of billable days' effort in the Development Team's single Sprint cycle

2. STATEMENT OF WORK OBJECTIVE

A STATEMENT OF WORK will be created to engage CDS to provide an agile practice framework which enables CUSTOMER to identify and specify Projects, which will then be broken into a Product Vision, and then a prioritized list (Project Backlog) to be #developed within Sprint cycles of 3 weeks based on continuous business requirements. The target output of each Sprint will be a working piece of software that can be deployed onto the CUSTOMER production infrastructure.

3. AGILE PROCESS

Each specific Project will have a PRODUCT VISION setting out the overarching goals of the products and the high-level benefits that are sought are to be provided by the CUSTOMER. This will then be broken into a series of items making up the Product Backlog.

Pre-conditions of the Project

- Product Vision for each Project
- Product Backlog for each Project

Product Vision

The Product Vision will be created by the Product Owner

Product Backlog

The Product Backlog will be prepared at a workshop between the parties following signature of the STATEMENT OF WORK and completion of the Product Vision and before development work commences. Product Backlogs will be created for each Project Deliverable under this STATEMENT OF WORK.

Once the Initial Product Backlog is created, the Development Team will provide the Product Owner with an estimate of the effort required to deliver each item in the Product Backlog.

These estimates will be prepared with reasonable care and skill, and on the basis of fair and reasonable assumptions.

Once the estimates of effort have been finalised, the Product Owner will assign a priority to each item based on the estimates of effort and business value.

Responsibility of Product Owner

The Product Owner will also take primary responsibility for the Product Backlog, including its initial development and its ongoing revision during the project. The Product Owner will participate in meetings with the development team during each Sprint, including to assess development items. The Product Owner will participate and represent the Customer in the relevant planning and review meetings.

The Customer will use reasonable endeavours to ensure the Product Owner dedicates a reasonable amount of their time and efforts to the activities outlined in this Agreement, responds to the Development Team as soon as possible, and is not removed from the project without good cause.

Development team

Each member of the Development Team will be appropriately skilled and experienced to carry out the development project.

The Customer is entitled to confirm whether or not the proposed Development Team is acceptable.

If the proposed team is not agreed by the Customer, the parties should use reasonable endeavours to agree the composition of the Development Team.

CDS will ensure that each member of the Development Team is dedicated to the project during the development period (unless otherwise agreed); and is not re-assigned without agreement with the Customer.

There is a minimum constitution to the Development Team which is outlined under invoicing below.

Sprint Process

Each Project will have a Product Vision, which is then broken into a series of items on the Product Backlog. A series of Sprints will be performed to clear the Product Backlog and achieve the Product Vision.

The duration of *individual* Sprints will not be changed, even if the progress is running behind schedule – unfinished items should instead be re-inserted into the Product Backlog and prioritised accordingly.

Each Sprint will feature 3 types of meeting:

Sprint Planning meeting:

At the start of each Sprint, the Product Owner and the Development Team will typically hold a planning meeting to address the following points:

- the Product Owner will explain to the Development Team which of the items from the Product Backlog are of a high priority for the current Sprint and the goals and business context for each of those items; and
- following this, the Development Team will determine how many of the high-priority items identified by the Product Owner can be developed during the current Sprint.

Following the planning meeting, the Development Team will prepare a “Sprint Backlog”. This will specify (for each item to be developed during that Sprint):

- a breakdown of that item into individual tasks;
- an estimate of the time required to complete each task; and
- an allocation of the tasks within the Development Team.

Once the items to be developed in each Sprint are identified and agreed, they are fixed for that Sprint and cannot be changed.

Daily meetings

During the course of each Sprint, the Development Team will generally hold a short, daily meeting during which each member of the Development Team reports on the following matters:

- what work they have completed since the last meeting;
- what work they are planning to complete before the next meeting; and
- any obstacles to completing their work.

As part of this meeting, the Development Team should also update the estimates of effort in the Sprint Backlog to reflect progress to date.

Sprint review meeting

At the end of each Sprint, the Product Owner and the Development Team will typically attend a review meeting at which the items which have been developed during the Sprint will be assessed. A key element for this meeting will be the Definition of Done.

Another element of this meeting should be discussing the success of the Sprint generally and what improvement should be implemented in future Sprints. Any agreed improvements identified at the Sprint Review meeting will be implemented by the Development Team in the next Sprint. The effectiveness of these improvements will be reviewed at the next sprint review meeting.

Once the Sprint is completed, both parties will move onto the next Sprint.

The Sprint process for an individual Project will then continue until either:

- all the items on the Product Backlog have been cleared; or
- the Product Vision has been achieved; or
- the STATEMENT OF WORK is terminated in line with the termination procedures below;
or
- the STATEMENT OF WORK runs out of funds

4. RESOURCES

The Development Team skillsets made available by CDS to the CUSTOMER for the actual development activities within each Sprint are:

Activity and Resources
Business Analysis - Conduct initial requirement gathering with PRODUCT OWNERS to understand PRODUCT VISION goals and objectives.
Technical Manager - liaises with the CUSTOMER to understand infrastructure requirements, performs infrastructure planning, analysis, recommendations and documentation to recommendations
Technical Platform Lead - installation, configuration and optimisation of product and deployment onto CUSTOMER platforms (PROD / UAT / DEV / DR)

Lead Developer 1 undertake the core engineering development work for MVPs with oversight from CDS' Project Manager.
Lead Developer 2 undertake the core engineering development work for MVPs with oversight from CDS' Project Manager.
UX Consultant performs research, stakeholder interviews and surveys to understand user goals, used for analysis and consultation to help realise information architecture business objectives.
Test Strategy and Plan to be produced and agreed with CUSTOMER, including testing procedures, testing scope, and test schedule
Testing procedures carried out against the CUSTOMER infrastructure, including defect recording
Support Take On handover to provide ongoing support for infrastructure
<p>Product Manager: The Product Manager be the CDS project manager tasked to deliver this work.</p> <p>The following are the specific outputs the project manager will produce in conjunction with the CUSTOMER and the other suppliers.</p> <ul style="list-style-type: none"> • CDS task plan and provide necessary input to overall project delivery plan • Project governance documentation and recommendations • Attendance of project working group meetings and calls

5. TIMING

The STATEMENT OF WORK shall commence on the date of the STATEMENT OF WORK and shall continue until terminated by either party in line with the termination process below, or when the funds allocated to this STATEMENT OF WORK have expired.

6. RATE CARD

The CUSTOMER will be billed for effort expended by the Development Team on a per Sprint basis and subject to a minimum threshold. The Velocity of each Sprint will be agreed in the planning process outlined above, and subject to the agreed movement in Velocity outlined below.

Resource	3 Week SPRINT	Total	Rate	Cost	Default Sprint Usage
Business Analyst	0	0			
Technical Manager	0	0			
Technical / Platform Lead	0	0			
Lead Developer 1	0	0			
Lead Developer 2	0	0			
AAM Developer 1	0	0			
AAM Developer 2	0	0			
Web Developer HTML (Senior)	0	0			
Principal DB Architect	0	0			
Product Manager	0	0			
UX Consultant (Senior)	0	0			
Test Manager	0	0			
Test Analyst	0	0			
Support Take ON	0	0			
Total Sprint	0	0			

For the avoidance of doubt all fees are exclusive of VAT, and are subject per review in accordance with the terms of the AGREEMENT between the CUSTOMER and CDS on dd mmmm yyyy

7. RATE CARD

CDS shall invoice the CUSTOMER monthly in arrears for each Sprint.

The invoice shall be based on the makeup of the Development Team based on the day rates above, and the effort expended in the duration of each Sprint.

8. VELOCITY

The capacity of the Development Team is £xx,xxx per 3 week Sprint. This is the minimum billable amount per Sprint, subject to the agreed amendment to Velocity process outlined below.

Amendment to Velocity process

The parties will meet in the first week of each Sprint to plan the Velocity of the following Sprint (e.g. 1st week in Sprint 1 to plan Sprint 2).

The parties can agree to vary the Velocity of the next months' Sprint by up to 20%

Parties cannot vary the Velocity of the next Sprint's velocity by more than 20% without written consent of both parties.

Parties can agree to vary the Velocity by up to 40% for the following (3rd) Sprint (e.g. during the planning in first week of Sprint 1, both parties can agree to alter Sprint 3's Velocity by up to 40%

Parties can agree to vary the Velocity by up to 60% for the following (4th) Sprint (e.g. during the planning in first week of Sprint 1, both parties can agree to alter Sprint 4's Velocity by up to 60%

Sprints planned further out than the 5th Sprint from the planning cycle can be altered by 100%.

9. TERMINATION OF A STATEMENT OF WORK

The CUSTOMER may terminate due to breach in accordance with Clause 10 of the AGREEMENT between the CUSTOMER and CDS on 13 August 2014 and is subject to the terms and conditions therein.

10. OVERARCHING TERMS AND CONDITIONS

This STATEMENT OF WORK is issued under the AGREEMENT between the CUSTOMER and CDS on dd mmmm yyyy and is subject to the terms and conditions therein including without limitation confidentiality.

Signed for and on behalf of	Signed for and on behalf of
Corporate Document Services Ltd	CUSTOMER
Signature:	Signature:
Name:	Name:
Position/Title:	Position/Title:

SCHEDULE 4

3rd Party Terms or Licence Agreement (if applicable)

The third party software used in the SERVICES is detailed below and subject to the licence agreements contained in this Schedule.

Sitecore License Agreement

LICENSEE'S USE OF THE SITECORE SOFTWARE IS SUBJECT TO LICENSEE'S FULL ACCEPTANCE OF THE TERMS, CONDITIONS, DISCLAIMERS AND LICENSE RESTRICTIONS SET FORTH IN THIS AGREEMENT.

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Maintenance Program. Three years after the date of the initial purchase and each three-year anniversary thereafter, Licensor may adjust the Maintenance Program Charge then in effect for all software purchased under this Agreement to 20% of the Licensor's then-current retail prices. Licensee may cancel the Maintenance Program by providing Licensor with 60 days notice prior to the end of any Maintenance Program Period. Licensor may cancel the Maintenance Program upon Licensee's failure to pay timely any applicable Maintenance Program Charge. A cancelled Maintenance Program may not be renewed except upon payment of double the amount of fees that would have been paid during the lapsed period.

6. Upgrades and Patches of Sitecore Software: "Patch" as used in this Agreement means a specific, targeted fix to a discrete problem in the use or functionality of the Sitecore Software that Licensor in its sole discretion defines to constitute a "Patch" and may from time to time provide to Licensee. "Upgrade" as used in this Agreement means a new version of some or all of the Sitecore Software, or an improvement in the use or functionality of the Sitecore Software more substantial than a Patch, that Licensor in its sole discretion defines to constitute an "Upgrade" and may from time to time provide to Licensees enrolled in the Sitecore Maintenance program. Licensee expressly acknowledges that Upgrades and Patches may change functionality of the Sitecore Software and integration with other systems, and may not work with some or all of the Sitecore Software modules, or be backward compatible with earlier versions of Sitecore Software. Installation of Patches and Upgrades is the choice and responsibility of Licensee. To the extent that operation of the Sitecore Software is affected by problems in standard software, including, but not limited to, Microsoft Internet Explorer, Windows and the Microsoft.Net Framework, then Licensee shall install updates to such standard software per Licensor's specifications in order to resolve these issues. Licensor has no control over such standard software, and cannot assure that problems with such standard software will be corrected, or that such corrections will be made in a timely manner.

7. Waivers: All waivers must be in writing and signed by authorized representatives of the parties. Any waiver or failure to enforce any provision of this Agreement on one occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.

8. Severability: If any provision of this Agreement is adjudicated to be unenforceable, such provision shall be deemed changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions shall continue in full force and effect.

9. Assignment: Licensee may not assign this Agreement, by operation of law or otherwise, which includes any change of control in the ownership structure of Licensee. Licensor may assign this Agreement to a successor (whether by merger, a sale of all or a significant portion of its assets, a sale of a controlling interest of its capital stock, or otherwise) that agrees to assume Licensor's obligations under this Agreement. Any attempted assignment or transfer in violation of this Section shall be void and of no force or effect. Subject to the provisions of this Section 9, this Agreement shall be binding upon the successors and assigns of the parties.

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