Terms of Reference

<<Client Name>> (the 'CUSTOMER')

Consulting & IT Services: <<Project Name>> (the 'Project')

This Terms of Reference ('ToR') is subject to the terms and conditions of the Master Services Agreement ('MSA') jointly signed between CUSTOMER and VERSION 1 with an effective date of 05-Feb-19. The registered company number and address for CUSTOMER and VERSION 1 are detailed in the MSA.

The effective date of this ToR is 13/05/2022 (the 'Effective Date')

1. **Agreement:** VERSION 1 and CUSTOMER have agreed to enter into this Agreement under which VERSION 1 will provide skilled consultants to CUSTOMER for the duration of this Agreement at rates as outlined in Clause 8 below.

    VERSION 1 consultants may be employed on a variety of projects and cover a range of skills including, but not limited to:
    - SQL BI (SSRI, SSIS, SSAS)
    - JAVA Development
    - Project Management
    - Product Implementation Services
    - Testing
    - Others as required

2. **Contract Term:** This Agreement will commence on the Effective Date and expire on the Contract End Date unless extended pursuant to 18 *'Extension and/or amendments to this Contract'*.

3. **Assignment Location:** Either remotely or in VERSION 1 offices.

4. **Contract End Date:** 30/11/2022 (the 'Contract End Date')

5. **Contract Review Date:** 31/07/2022 (the 'Contract Review Date')

6. **Daily Rates and Details:** The VERSION 1 Consultants will be allocated to a rate band as outlined in the 'Agreed Rates' Section below.

    The Standard Day is weekdays between the hours of 8:00 hrs. and 19:00 hrs. (the 'Standard Day').
    All rates are for a Standard Working Day. A Standard Working Day is 7.50hours effort expended during a Standard Day (the 'Standard Working Day')

    Overtime is effort greater than the Standard Working Day hours or effort incurred outside a Standard Day ('Overtime'). Overtime will be approved by prior agreement.

    The rate applicable for Overtime will be determined by multiplying the applicable rate in accordance with this agreement by a multiplier in accordance with the following Table 1 ('Rate Card Multiplier').

    Table 1. Rate Card Multiplier:

	08:00hrs to 19:00hrs	19:00hrs to 00:00hrs	00:00hrs to 08:00hrs
Weekday	1	1.5	3
Saturday	1.5	2	3
Sunday/Public/Bank Holiday	2	2.5	3

7.	Expense Policy:	Where travel is required to CUSTOMER offices, accommodation, travel, mileage and subsistence will be re-charged in full at cost in accordance with VERSION 1 expenses policy. Mileage will be invoiced at the prevailing civil service rates.
8.	Agreed Rate(s):	<<Rate>> per day.
9.	Billable Type:	Time and Materials, invoiced pursuant to Clause 13 '*Invoicing*'.
10.	Estimated Contract Value:	The total initial estimated effort, based on our initial assessment associated with this ToR is 1 days to be delivered from the Effective Date through until 30/11/2022. The estimated cost is #>100.00.
11.	Time Recording:	All project time is recorded on VERSION 1's time recording system from which monthly invoices are issued. Individual timesheets are available to the CUSTOMER upon request.
12.	Rate Review:	VERSION 1 may adjust the rates chargeable under this agreement in line with the currently published VERSION 1 rate card.
13.	Invoicing:	CUSTOMER will be invoiced each month in arrears for the time and outlay necessarily incurred during the preceding month(s) in providing the services under this Agreement ('T&M' or 'Time & Materials'). Such T&M time is charged at the rates set out in Clause 8 'Agreed Rates(s)'.

If VERSION 1 has commenced to provide the services specified in this ToR, the CUSTOMER will be deemed to have issued a purchase order in respect of those services ('Purchase Order' or 'PO') and VERSION 1 reserves the right to issue an invoice without reference to a PO and such invoice will be processed by CUSTOMER as if a PO has been issued. Any services specified in this ToR, which VERSION 1 is normally obliged to provide, may be suspended while any undisputed invoices remain overdue. |
| 14. | Replacement Consultants: | If any VERSION 1 employee assigned to provide any part of the services under this Agreement is not performing to the reasonable satisfaction of the CUSTOMER then the CUSTOMER may, where reasonable grounds exist, upon a request in writing to VERSION 1, request that a suitable replacement be provided, which shall be affected as soon as is reasonably possible.

In the event of unexpected absence due to illness or otherwise, VERSION 1 will endeavour to provide a suitable replacement consultant as soon as is reasonably possible. |
| 15. | Rotation of Consultants: | VERSION 1 operates a rotation policy for all employees. Where VERSION 1 deems it necessary or an individual consultant requests rotation, a minimum of one month's notice will be given to the CUSTOMER. VERSION 1 will provide a comparable replacement consultant and where necessary, provide reasonable knowledge transfer at their own cost. |

16. Publication: The parties agree to prepare a public case study (including optional video) on the Project which will be published following Project go-live, the exact publication date and contents of which shall be agreed by both parties

17. E-Signature: It is agreed by both parties that an e-Signature is deemed to be a valid and effective signature where the signed ToR is received by VERSION 1 via Fax or email. In this instance, original signed hardcopies are not required by either party and the electronic copy is recognised by the parties as valid and lawful.

18. Extension and/or Amendments to this Contract: This contract may be extended/amended by completing and signing an addendum to these ToR which should be filed with the original Agreement to reflect the change.
_____

Schedule 1

1. INTRODUCTION/BACKGROUND

[The Terms of Reference (ToR) is a document which describes the scope of work required to complete a specific project. It is a formal document and must be agreed upon by all parties involved. In order to be effective, the ToR must contain an appropriate level of detail so all parties clearly understand what work is required, the duration of the work involved, what the deliverables are, and what the acceptance criteria are. This section should provide a general description of the project as well as highlight the project's background and what is to be gained by the project. As the ToR often accompanies a request for proposal (RFP), the ToR introduction and background is necessary for bidding vendors to familiarize their organisations with the project.]

2. SCOPE OF WORK

[This section should provide a brief statement of what you expect to accomplish as a result of this project (scope of work). While specific deliverables and tasks will be presented in the Work Requirements section, this section should highlight what is and is not included in the scope of the project in broader terms.]

GUIDELINES - Specify our responsibility for each phase of the solution

Be specific on the quantity that has been estimated in our plan and particularly our costs for each of the following]

Workshops	[How many workshops have been planned for within each phase]
Functional areas	[How many functional areas are we developing]
How many screen designs or wireframes have we estimated for	[How many screen designs or wireframes have we estimated for]
Data Migration	[ ] For each entity that we migrate, how much data have we estimated to migrate. How many sources does our estimates cover? We should not be agreeing to fixed price until we understand the quantity and quality of the data to be migrated. We should be sure of the format of the data to be migrated]
Interfaces	[How many interfaces are included in our estimates]
Patching and Disaster Recovery	[How many environments are to be included]

Technical —

3. NOT IN SCOPE

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Not included in this scope of work is the following:

a) E.G. Data Cleansing

b) E.G. UAT Script Creation and Execution

etc]

4. PROJECT PLAN

[This section should include a description of the actual tasks, outputs which the project will require and produce during each phase. This should include what tasks need to be completed for successful completion of this project. As with all other portions of the ToR, every effort should be made to include as much detail as possible. Evidence will be sought for dependencies called out in the plan for 3rd parties and customer obligations, including reviews and sign offs on deliverables. Delivery Assurance recommends adding a screenshot of the Microsoft project plan to this section.]

[Complete the following detail of the project– Delete and Append where applicable]

i.   Requirements Gathering/Validation

[Detail the objectives, activities and deliverables from this phase. In particular it is wise to call out the customer SMEs that will be required to this phase and their expected involvement in line with the project plan]

ii.   Environment Planning and Management

[Detail the objectives, activities and deliverables from this phase]

iii.   Design

[Detail the objectives, activities and deliverables from this phase. It is wise to call out the customer SMEs that will be required to this phase and their expected involvement in line with the project plan]

iv.   Build

[Detail the objectives, activities and deliverables from this phase]

v.   Interfaces/integrations

[Detail the objectives, activities and deliverables from this phase. This is always a risk to project timelines and therefore important that the detail is captured here on the inputs and outputs and should align with the plan and the estimates]

vi.   Data Migration

[Detail the objectives, activities and deliverables from this phase. Include the responsibilities of the customer regarding the provision of the data, the cleansing of the data and the data reconciliation sign off]

vii.   System Test

[Detail the objectives, activities and deliverables from this phase]

viii.   System Integration Testing

[Detail the objectives, activities and deliverables from this phase]

ix.   User Acceptance Testing

[Detail the objectives, activities and deliverables from this phase. Include the responsibilities of the customer with regards to the provision of their end-end business processes, creation of the test scripts to validate the solution and the execution of the test scripts in line with the overall project plan]

    x. Cutover Planning & Implementation

[Detail the objectives, activities and deliverables from this phase. The ordering, timing in relation to any business-critical deadlines and dependencies on any 3rd parties and customer obligations are extremely important here and should be detailed]

    xi. Training

[Detail the objectives, activities and deliverables from this phase If we are not responsible please include in the OUT of SCOPE section AND state under Customer Obligations section who is responsible for executing or overseeing]

    xii. Change Management

[Detail the objectives, activities and deliverables from this phase If we are not responsible please include in the OUT of SCOPE section AND state under Customer Obligations section who is responsible for executing or overseeing]

    xiii. HyperCare/Go Live Support

[Detail the objectives, activities and deliverables from this phase, include the period of Hypercare that aligns with the plan and the costs]

5. SCHEDULE/MILESTONES

[This section should define the schedule of deliverables and milestones for this project. Ideally a Level 1 Plan on A Page (POAP) that has been derived from a detailed project plan should be inserted below. It is imperative that all milestones, tasks, and schedule information are as accurate as possible. It is vitally important that time is scheduled in the project plan for:

-   reviewing deliverables

-   amending deliverables based on review feedback

-   signing off deliverables.]

6. DELIVERABLES MATRIX

[This section should define the actual deliverables within each phase for this project. Since the ToR often accompanies the RFP for the project, it is imperative that all deliverables, milestones, tasks, and schedule information are as accurate as possible.]

[COMPLETE AS APPROPRIATE IN LINE WITH PROJECT PLAN]

Phase	Deliverable	Description	Due Date	Owner	Reviewer	Acceptance Criteria

7. ACCEPTANCE CRITERIA/ SIGN-OFF OF DELIVERABLES

8. ROLES AND RESPONSIBILITIES

Role	Responsibilities	Expected Participation (FT/PT)

9. CUSTOMER OBLIGATIONS

Where obligations aren't met by CUSTOMER there may be consequential impacts on schedule and costs and this will be managed by Change Control.

·   Build – Do we need adhoc access or more to ensure we continue to be aligned. Who do we need and how much of their time is required

·   Provision of key personnel to participate in System and Integration Test – Do we need the customer's involved. Again, need to consider the continued alignment

·   Provision of personnel to perform User Acceptance Test – How many business people do we need and we should ensure we're continuing to work with the same people we liaised with in Requirements and Design phases

·   Provision of data and its cleansing for Data Migration phase – What do we need from the customer and when do we need it. This should include data extraction, data cleaning, and data audit and reconciliation

·   Production Cutover – Do we need the customers involvement to do sanity testing.Do we need any 3rd parties to be scheduled for this work. You will need to be clear on the what and for how long, particularly if this is scheduled for weekend work

·   Etc…002E

10. TIMELINE

[This section should define the time (at a glance) over which the project will occur. Table should include key milestone dates. Additionally, if there are delays in a project and it will not be completed within the defined period of performance, a contract modification may be required and the costs of the project will increase as well]

Milestone	Planned Date
Project Initiation	< >
Requirements Gathering/Validation	< >
Design	< >
Etc	

11.   PROJECT CONSTRAINTS

i.   Assumptions

Where assumptions are subsequently invalidated there may be consequential impacts on schedule and cost that will be formally managed via Change Control.

The following key assumptions that have been made:

[Add/Delete general project assumptions here, but consider converting all assumptions to dependencies with the addition of a date by when the dependency is required.. The table below should be used as a guideline}

Stage / Area	Assumptions	Notes
Design	Key users available for a maximum of ??? * 0.5 day workshops Maximum of ??? Design Days	Further workshops will be considered as a change to the agreed scope
Development	Configuration/Development/Custom Code/Reporting days to include …	

Stage / Area	Assumptions	Notes
	Maximum of ??? Data Migration Days (on a T&M basis) to include … Maximum ??? Installation Days to include …	
UAT infrastructure and licensing		
Testing	Maximum of ??? System Test Days Version 1 will perform an initial System Test Cycle of ??? days A Regression test cycle of ??? days will be performed once bugs have been addressed.	
UAT	Maximum of ??? days UAT support to be provided and ??? days bug fixing to be provided. Version1 will system test any issues that arise as part of UAT ??? are responsible for Regression testing any issues that are fixed as part of the UAT cycle.	
Training	Maximum of ???Training Days Training to be carried out in ??? (location)	
Deployment	Deployment will be carried out during working hours. A Release Plan will be provided to ??? detailing the tasks involved for Go live. The Release plan must be reviewed and signed off by ??? prior to Go Live.	

ii.   Dependencies

The following table lists all known dependencies in the project. **All dependencies are due at time of contract signature unless otherwise stated and agreed. Should dependencies not be met then the scope may need to be reduced to meet the available budget or extended budget may be required:**

[This table should include all dependencies that VERSION 1have on 3rd Party Vendors, Customer Obligations, Key Milestones]

Dependency	Dependent On (Party)	Impact on Schedule/Cost

iii.   Risks

The following table lists all known risks in the project.

Risk	(Impact on Schedule/Cost	Mitigation

iv.   Known Issues

The following table lists all known issues in the project.

Issue	Impact on Schedule/Cost

12. COMMUNICATIONS

[Add details of all communications you plan to perform on the project]

i.   Project Status Reports

During each management stage the Project Manager will issue Status Reports on a [XXXX] basis. At the end of each stage the Project Manager will produce an End of Stage Report which will provide details of the progress achieved during the stage. This in conjunction with the next Stage plan will be reviewed by the Project Board at a meeting to authorise the next stage.

If for any reason it is not possible for the Project Board to meet at the end of a stage then the Version 1 Project Manager will email the report and plan to the Project Board and will request that the Executive authorise the next stage of the plan by email.

ii.   Project Board Meetings

The Project Manager will be responsible for issuing status reports to the Project Board.

It is being recommended that the Project be delivered in [XXXX] number of management stages. This therefore means that [XXXX] number of meetings with the Project Board are planned, although others may be required for exception resolution. Dates are to be confirmed. The Executive will chair the meetings of the Project Board.

iii.   Project Board Reports

The Version 1 Project Manager will provide status reports by email to the Project Board on a [XXXX] basis. Should an exception occur the Project Manager will immediately inform the Project Board by email of the exception.

iv.   Progress Review Meeting

A progress review meeting will be held every [XXXX] week(s) between [XXXX] and [XXXX]. This meeting will cover detailed project progress and review project issues and risks [XXXX] will produce a project status report for these meetings.

It is intended that this meeting will assist. of carrying out their project assurance role for the Project Board and will also serve as method of checking the progress on all Work Packages.

v. Managed Services Support Agreement Meeting

The Transition Manager will meet with [XXXX] to walkthrough the Terms of Reference and obtain agreement and sign off for the support of the project once deployed. This meeting will be held before go-live.

vi. Team Meetings

An operational meeting for the resources will take place weekly. This meeting will review progress, raise issues and make plans for the coming week. Staff attendance at this meeting is not necessary.

vii. Communications with other Stakeholders

Version 1 recommends that the [XXXX] provide some general project updates to the all stakeholders on a regular basis. The definition of the format and content and target of these communications is the responsibility of [XXXX]. If required, the Project Manager will assist [XXXX] in preparation of a short status update for wider circulation.

13. COMMERCIALS

14. CHANGE CONTROL PROCEDURES

Any changes to the scope described will be subject to Change Control procedure. Version 1 will provide a detailed Change Control form which will detail impacts on cost and/or timelines. These will be approved by "Role-????"

15. LOCATION OF PROJECT

[This section should describe where the work will be performed. In some cases, the work may be performed on site at the customer's location. This is usually dependent on the type of industry or work being performed. It is important to define this in case the customer requires the vendor to work at the customer's site and to clarify any equipment and/or workspace that will be provided. Ensure that expenses are included if work is to be performed on customer site]

Schedule 2

[Insert Detailed MS Project Plan Here]

Schedule 3 - Sample Change Request form

PROJECT DETAILS.

Customer Name:	*Name of the customer*
Customer Contact Details:	*Contact Details*
Project/System:	*Name of the project against which the change is being requested*
Project Manager:	*Name of the project manager responsible for implementing the change*

CHANGE DETAILS

RFC No. / Tags	Write-Up:	Implement:	Change No.:

RFC Requester: Name of person who is requesting the change
RFC Request Date: Date on which this form is completed
RFC Urgency / Priority: Urgency for undertaking the change
RFC Preferred / Implementation Date:

Change Description:	Change Drivers & Benefits:
Brief description of the change requested	*List any drivers which necessitate this change* *Describe the benefits associated with the change*

CHANGE ASSESSMENT

Assessed by:		Date Assessed:	
System affected:			
Details of assessment:			
Impact / Risks			
Quality Assurance:			
Constraints / Restrictions			

Change Considerations: Add/Delete as required	Effort:	Daily Rate:
Impact Analysis		
Design including updating the Design Documentation		
Development		
System Testing		
System Integration Testing		
User Acceptance Testing		

Deployment		
Training		
Project Management		
Cutover/HyperCare		
TOTAL		

Note: - Estimated days may vary from actual days required. This will be communicated to CUSTOMER in the form of an updated version of the RFC.

BUSINESS BENEFITS

Impact on Business Benefits:

Review expected benefits as outlined in PID and outline impact change will/may have on benefits.

APPROVAL DETAILS

Supporting Documentation:
Reference any supporting documentation used to substantiate this change

Submitted by;

Name:

Signature: Date:

Approved by	Approved by
Name:	Name:
	Purchase Order No:
Signature: Date:	Signature: Date:
_____ ___/___/____	_____ ___/___/____
VERSION 1	CUSTOMER

Any documentation to support this change should be attached to this document

Schedule 4 - Personal Data Annex

PERSONAL DATA ANNEX		
Subject Matter		
Duration		
Nature & Purpose of the Processing		
Categories of Data Subjects		
Types of Personal Data i.e. any information relating to an identified or identifiable* person.	Demographic Data	
	Contact Details	
	Financial Data	
	Digital Identifiers	
	Social Media	
	Special Data	
	Criminal Offences/Convictions	
	Government Identifiers	
	Other	
Data Transfers		
Other		
VERSION 1 Customer Rights and Obligations	The VERSION 1 Customer's rights and obligations are described in the Agreement.	