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## **Digital Outcomes and Specialists 5 (RM1043.7)**

### **Framework Schedule 6 (Order Form)**

Version 2

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## Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

### Order Form

**Buyer guidance:** This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block.

It is important that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

**Call-Off Reference:** 15863

**Call-Off Title:** HMPPS – Approved Premises

**Call-Off Contract Description:** The MoJ seeks a managed service provider to deliver a discovery and alpha to support improvements to the identification, referral and booking of Approved Premises through web-based solutions to be used by HMPPS staff.

**The Buyer:** The Secretary of State for Justice on behalf of the Ministry of Justice

**Buyer Address:** 10 South Colonnade, London, E14 4PU

**The Supplier:** The Dextrous Web (trading as dxw)

**Supplier Address:** Calls Landing, 36-38 The Calls, Leeds, LS2 7EW

**Registration Number:** 6617101

DUNS Number: 211267270

SID4GOV ID: N/A

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### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 20.12.2021

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

### **Call-Off Lot**

Lot 1: Digital Outcomes

### **Call-Off Incorporated Terms**

The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.7
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.7

### **Call-Off Schedules for RM1043.7**

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details and Expenses Policy)

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- Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
  - Call-Off Schedule 20 (Call-Off Specification)
- 5 CCS Core Terms (version 3.0.9)
- 6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
- 7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

**Call-Off Special Terms**

The following Special Terms are incorporated into this Call-Off Contract:

N/A

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Call-Off Start Date: 20.12.2021

Call-Off Expiry Date: 31.03.2022

Call-Off Initial Period: 3 months and 10 days

Call-Off Optional Extension Period: 0 Year(s), 3 Month(s)

Minimum Notice Period for Extensions: 1 Month(s)

Call-Off Contract Value: £486,712.50 + VAT

**[REDACTED]**

[REDACTED]

**Call-Off Deliverables**

Name of Deliverable: A 3-month contract for a supplier to undertake an Inception, Discovery and Alpha phase to research and prototype how digital tooling can improve the identification, referral and booking of Approved Premises.

Quantity: 1

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Delivery Date: 31.03.2022

Location: Working remotely although occasional travel may be required to either:

- MoJ Digital Studio, 32 Scotland Street, Sheffield, S3 7BS

- MoJ, 102 Petty France, London, SW1H 9AJ

Details: To define the user and business needs and have prototyped a digital tool(s) to improve the:

- Identification of suitable AP placements based on an offender's risk and need profile;
- Referral handling process; and  
Booking/occupancy management on a national level allowing for changes in placement length and beds out of service.
- 

### **Buyer's Standards**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

N/A

Cyber Essentials Scheme - N/A

### **Maximum Liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £608,390.63 + VAT

### **Call-Off Charges**

- 1 Capped Time and Materials (CTM)

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

### **Reimbursable Expenses**

Travel to sites other than MoJ Digital Studio, 32 Scotland Street, Sheffield, S3 7BS

MoJ, 102 Petty France, London, SW1H 9AJ

### **Payment Method**

The payment method for this Call-Off Contract is BACS

The Supplier will issue electronic invoices fortnightly in arrears. The Buyer will pay the

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Supplier within **[30]** days of receipt of a valid invoice.

**Buyer's Invoice Address**

Newport SSCL - Ministry of Justice  
PO Box 743  
Newport  
NP10 8FZ

**Buyer's Authorised Representative**

**[REDACTED]**

10 South Colonnade, London, E14 4PU

**Buyer's Environmental Policy**

Ministry of Justice and the environment - GOV.UK ([www.gov.uk](http://www.gov.uk))

**Buyer's Security Policy**

[Security policy framework: protecting government assets - GOV.UK \(\[www.gov.uk\]\(http://www.gov.uk\)\)](#)

**Supplier's Authorised Representative**

**[REDACTED]**

Calls Landing  
36-38 The Calls  
Leeds, LS2 7EW

**Supplier's Contract Manager**

**[REDACTED]**

Calls Landing  
36-38 The Calls  
Leeds, LS2 7EW

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### **Progress Report Frequency**

Progress reports will be delivered as part of daily stand-ups and agile ceremonies throughout the Call-Off Contract.

### **Progress Meeting Frequency**

Progress will be addressed as part of daily stand-ups and agile ceremonies throughout the Call-Off Contract.

### **Key Roles**

- Delivery Lead
- Product Manager
- Product Strategist
- User Researcher
- Interaction Designer
- Content Designer

All individuals are outside IR35.

### **Commercially Sensitive Information**

Supplier cost breakdown and Rate Card

### **Balanced Scorecard**

N/A

### **Additional Insurances**

Not applicable

### **Guarantee**

Not applicable

### **Statement of Works**

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

### **For and on behalf of the Supplier:**

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

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**For and on behalf of the Buyer:**

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

**Appendix 1**

SOW 1

**Annex 1 (Template Statement of Work)**

**1 Statement of Works (SOW) Details**

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

**Date of SOW:**

**SOW Title:** SOW 1 Inception

**SOW Reference:** SOW 1 for HMPPS – Approved Premises

**Call-Off Contract Reference:** 15863

**Buyer:** The Secretary of State for Justice on behalf of the Ministry of Justice

**Supplier:** The Dextrous Web (trading as dxw)

**SOW Start Date:** 20 December 2021

**SOW End Date:** 10 January 2022

**Duration of SOW:** 13 days

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**Key Personnel (Buyer):**

**[REDACTED]**

**Key Personnel (Supplier):**

**[REDACTED]**

**Call-Off Contract Specification –**

**Deliverables ContextSOW Deliverables**

**Background:**

**Delivery phase(s):** Inception

**Overview of Requirement:** Completion of project inception

## 1 Buyer Requirements – SOW Deliverables

**Outcome Description:**

<b>Milestone Ref</b>	<b>Milestone Description</b>	<b>Acceptance Criteria</b>	<b>Due Date</b>
MS01	Complete project initiation meetings	Sessions will be: Stakeholder mapping; outlining project governance; a discovery kick-off workshop; Ways of Working; Risks, Assumptions and Dependencies	10th January
MS02	Desk research	Review the National Approved Premises Central Referral Unit Review report, and related documentation	10th January
MS03	To write SOW for Discovery (SoW 2)	Recommendation accepted for deliverables	10th January

**Delivery Plan:** To be agreed at the end of SoW 1

**Dependencies:** MOJ to agree the above milestones and supplier to pass acceptance criteria.

**Supplier Resource Plan:**

[REDACTED]

**Security Applicable to SOW:**

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

**Cyber Essentials Scheme:**

N/A

**SOW Standards:**

<https://www.gov.uk/service-manual>

**Additional Requirements:**

**Annex 1** – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

**Key Supplier Staff:**

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[Indicate: whether there is any requirement to issue a Status Determination Statement]

### SOW Reporting Requirements:

[Further to the Supplier providing the management information detailed in Paragraph 6 of Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1	Regular stand ups	Agree delivery scope	Daily
2	Weeknotes	Agree delivery scope	On completion of inception

## 2 Charges

### Call Off Contract Charges:

The applicable charging method(s) for this SOW is:

- Capped Time and Materials

The estimated maximum value of this SOW (irrespective of the selected charging method) is £486,712.50 + VAT

### Rate Cards Applicable:

[REDACTED]

### Reimbursable Expenses:

None

## 1 Signatures and Approvals

### Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

### For and on behalf of the Supplier

Name:

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Title:

Date:

Signature:

**For and on behalf of the Buyer**

Name:

Title:

Date:

Signature:

## Annex 1

### Data Processing

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

Description	Details
Identity of Controller for each Category of Personal Data	The Relevant Authority is Controller and the Supplier is Processor The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data: Names and email addresses of HMPPS Digital and staff in probation and prisons in order to deliver the service set out in each statement of work
Duration of the Processing	For the duration of the call off contract term
Nature and purposes of the Processing	Working with the HMPPS research community Building on existing knowledge Primary research Recruitment Research in the open
Type of Personal Data	name, email address

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<p>Categories of Data Subject</p>	<p>Three main user groups are</p> <ul style="list-style-type: none"> <li>• Probation Practitioners – making referrals</li> <li>• CRU staff – screening/checking referrals, and managing bookings and occupancy</li> <li>• Referral Assessors / AP Managers – Completing suitability assessments and viewing bookings and occupancy</li> </ul>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>dxw shall destroy Personal Data as part of preparations for the end of the Contract. The data processor should provide the Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Authority) and erase from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. dxw will certify to MoJ that it has completed such deletion.</p>

**Attachment 1 – DOS5 Joint Schedules**

**[REDACTED]**

**Attachment 2 – Supplier Proposal**

**[REDACTED]**

