



Crown
Commercial
Service

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: 17069

Call-Off Title: e-HR Technical and Service Management support for Judicial Office (JO)

Call-Off Contract Description: The JO wishes to implement a new solution to support Judicial HR. The platform will provide the ability to record and manage workflow processes for judicial joiners, movers and leavers data and should have permissions-based access, enabling different user groups to have read-only/edit access as well as self-service functionality.

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

Buyer Address: 10 South Colonnade, Canary Wharf, London, E14 4PU

The Supplier: Softwire Technology Limited

Supplier Address: 315, Highgate Studios, 53-79 Highgate Rd, London NW5 1TL

Registration Number: 03824658

DUNS Number: 238328434

SID4GOV ID: N/A

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 10.08.2022.

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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7

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- 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)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - 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 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)

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:

Special Term 1: Paragraph 7.8 of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) is disapplied from the Call-Off Contract.

Special Term 2: Any requirement to perform support, maintenance, monitoring and or security testing of the ICT Environment under Call-Off Schedule 6 (Intellectual Property Rights) and/or Call-Off Schedule 9 (Security) or the Buyer's Standards shall be subject to an SOW being executed to cover the provision of such activities on a T&M basis.

Special Term 3: Paragraph 3.4 of Part A of Call-Off Schedule 13 (Implementation Plan and Testing) shall be replaced by the following revised Paragraph:

“3.4 Time in relation to compliance with a Milestone Date in the Implementation Plan which is expressly stated to be a fixed Milestone Date shall be of the essence and failure of the Supplier to comply with such an express, Fixed Milestone Date shall be a material Default.”

Special Term 4: Clause 3.3.1 of the Core Terms shall be replaced by the following revised Clause:

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“3.3.1 Late Delivery of a Milestone Date in the Implementation Plan which is expressly stated to be a Fixed Milestone date will be a Default of a Call-Off Contract.”

Special Term 5: The definition of Milestone Date in the Joint Schedule 1 (Definitions) shall be replaced by the following revised definition:

Milestone Date	the target date set out against the relevant Milestone in the Implementation Plan;
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Special Term 6: The definition of a Fixed Milestone Date shall be added to the Joint Schedule 1 (Definitions)

Fixed Milestone Date	the target date set out against the relevant Milestone in the Implementation Plan and expressly stated to be a fixed rather than an estimated Milestone Date;
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Call-Off Start Date: 10.08.2022

Call-Off Expiry Date: 09.08.2024

Call-Off Initial Period: 2 Years, 0 Months

Call-Off Optional Extension Period: 6 Months

Minimum Notice Period for Extensions: 30 days

Call-Off Contract Value: £705,600+VAT

Call-Off Deliverables

Deliverables are set out at a high level in the table below:

REDACTED

The Deliverables and the Buyer's Standards detailed below shall be delivered to a level of detail commensurate with the Overall Budget. In the event that additional detail is required in a particular area, the detail on other areas shall be proportionately reduced such that the Overall Budget is not exceeded. The scope of the Deliverables will be refined during the Scoping Phase – decisions taken during this phase (e.g. architectural or design choices) will affect the scope that can be delivered for the Overall Budget.

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:

REDACTED

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

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.

REDACTED

Call-Off Charges

- 1 Capped Time and Materials (CTM) for overall contract value and Time and Materials for individual Statements of Work

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.

The Services performed under a SOW will be performed at the rates for those Services set out in the SOW. All other Services performed under this Call-Off Contract (including but not limited to those performed in compliance with the Call-Off Schedules and the Buyer's Standards) will be charged at the rates set out in the rate card below:

[REDACTED]

The Parties shall work together to ensure that all Services and Deliverables are delivered to a level of detail commensurate with the Call-Off Contract Value.

Reimbursable Expenses

The work will be delivered remotely, although the Supplier will support ad-hoc meetings at the Buyer's offices in London (at nil additional cost to the Buyer) where required. For any other specific travel requests, these will be pre-agreed between the parties, including any associated costs within each respective Statement of Work.

Payment Method

The payment method for this Call-Off Contract is BACS.

The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.

Buyer's Invoice Address

Email: APinvoices-MOJ-U@gov.sscl.com

Ministry of Justice
PO Box 743
Newport
Gwent
NP10 8FZ

Buyer's Authorised Representative

[REDACTED]

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Buyer's Environmental Policy

[Ministry of Justice and the environment - GOV.UK \(www.gov.uk\)](https://www.gov.uk/ministry-of-justice-and-the-environment)

Whilst the Supplier will reasonably endeavour to support the Buyer's environment policy, for the purposes of this Call Off Contract there are no specific environmental requirements applicable to the provision of consultancy services.

Buyer's Security Policy

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

- The Supplier is expected to hold an up-to-date ISMS (including ISO27001 accreditation) and to share it with the Buyer.
- In accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security): BPSS clearances are deemed sufficient by the Authority for performance of most aspects of this Call Off Contract. Where CTC or SC clearance is needed, the Authority will sponsor the clearance and will provide sufficient notice of the requirement such that the Implementation Plan is not negatively impacted. Supplier must provide the Authority with a list of named staff within 7 days of this Call-Off start date.
- This Call Off Contract will handle Buyer information that is classified up to "Official-Sensitive" level.

Supplier's Authorised Representative

[REDACTED]

Supplier's Contract Manager

[REDACTED]

Progress Report Frequency

Insert report frequency: As agreed in each individual SOW but no less than monthly.

Progress Meeting Frequency

Insert meeting frequency: As agreed in each individual SOW but no less than monthly.

Key Staff

[REDACTED]

[REDACTED]

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Key Subcontractor(s)

[REDACTED]

Commercially Sensitive Information

[REDACTED]

Balanced Scorecard

Balanced Scorecard in Call-Off Schedule 14, Section 2 shall apply

Material KPIs

KPIs listed in Call-Off Schedule 14, Section 2 – Balanced Scorecard

Additional Insurances

Not Applicable

Guarantee

Not Applicable

Social Value Commitment

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]

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

Annex 1

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.

[REDACTED]

2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: The Judicial Office wishes to implement a new solution to support Judicial HR. The platform will provide the ability to record and manage workflow processes for judicial joiners', movers' and leavers' data and should have permissions-based access, enabling different user groups to have read-only/edit access as well as self-service functionality. This SOW covers delivery of the Discovery phase of the project including the following Services:

- Working with the Buyer to review and prioritise the agile backlog and scope of Minimum Viable Product ("MVP");
- Review of existing solution to validate technical assumptions and refine the technical design;
- Initial technical setup, design and development.

Delivery phase(s): Discovery

Overview of Requirement: Inception

3 Buyer Requirements – SOW Deliverables

Outcome Description:

[REDACTED]

Delivery Plan: **[REDACTED]**

Assumptions:

Effective delivery of the Deliverables within the Estimated SOW Budget is subject to an agile approach being taken to prioritisation among the wide potential feature-set such that the Buyer will work closely with the Supplier to define an MVP scope and incremental feature requirements commensurate with the Estimated SOW Budget

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).

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[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:

BPSS Clearance

Cyber Essentials Scheme:

The Buyer requires the Supplier to have and maintain a **Cyber Essentials Plus Certificate** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

SOW Standards:

[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)]

Performance Management:

See KPI's in Call-Off Schedule 14

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]

4 Charges

Call Off Contract Charges:

REDACTED]

Reimbursable Expenses:

REDACTED]

5 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: **REDACTED]**

Title: **REDACTED]**

Date: **REDACTED]**

Signature: **REDACTED]**

For and on behalf of the Buyer

Name: **REDACTED]**

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Title: REDACTED

Date: REDACTED

Signature: REDACTED

Annex 2 (High Level Implementation Plan)

The estimated high level Implementation Plan, as may be revised from time to time with the agreement of the Parties, is set out in the table below. The plan is expected to be refined and revised during the Scoping phase and as subsequent agile sprints are completed. The Parties will work together to agree the scope and prioritisation of features that can be delivered within the estimated timelines and the Overall Budget.

REDACTED]

Deliverables Background: The Judicial Offices wishes to implement a new solution to support Judicial HR. The platform will provide the ability to record and manage workflow processes for judicial joiners', movers' and leavers' data and should have permissions-based access, enabling different user groups to have read-only/edit access as well as self-service functionality.

Delivery phase(s): Discovery, Build, Live and Support

Overview of Requirement: Discovery, Delivery and support.

Outcome Description:

REDACTED]

Delivery Plan:

REDACTED]

Dependencies:

Effective delivery of the Deliverables within the limit of the Overall Budget is subject to timely delivery by the Buyer of the following dependencies:

- Access to data/schema and other technical specifications for the Buyer's existing Judicial HR solution.
- Liaising with other suppliers (particularly API consumers) to ensure that third-party system changes needed to support the new solution are delivered.
- Judicial Office will investigate use of PowerBI licences using MOJ Commercial Team. It may be possible that we use Softwire in the future however investigations continue.
- Softwire will provide Azure hosting within their infrastructure and cross charge the Judicial Office as necessary on a monthly basis.
- Buyer representatives to input into scoping (i.e. clarification of business requirements), prioritisation, and acceptance testing, on a regular basis to support the discovery phase and the sprint timetable during the development phase.

Assumptions:

Effective delivery of the Deliverables within the limit of the Overall Budget is subject to the following assumptions being true:

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- An agile approach will be taken to prioritisation among the wide potential feature-set such that the Buyer will work closely with the Supplier to define an MVP scope and incremental feature requirements commensurate with the Overall Budget.
- The existing data model and API integrations can support bulk-migration without unusual challenges that might incur additional costs (i.e. the data is sufficiently well-structured and accurate and the APIs are modern, well-documented, and we will have access to the APIs and support from the API suppliers as needed from early in the project).
- It will be possible to test migration processes from early in the project (e.g. via provision of an anonymised version, or support for testing migration in a secure environment).
- The Supplier will have access and support from the incumbent third-party platform supplier to scope and perform the data migration
- The Overall Budget does not include any contingency against emergent scope, although our proposed approach would allow for reprioritisation on a sprint-by-sprint basis to handle scope changes.
- Developer-free configurability of the data model will be limited to additional fields and validation rules on existing records and types. Any significant changes to key fields or relationships will need developer involvement, as a fully customisable data model is not deliverable within the Overall Budget defined in section 4.
- PowerBI will provide the Buyer with significant flexibility over the reports and permissions structures; however, it is possible to go live with a set of predetermined reports served directly from the web app, and only introduce Power BI when necessary, potentially saving license costs. The Supplier will agree the final approach with the Buyer and substitute alternative scope as applicable.
- Delivery of the Services and Deliverables does not require the Supplier to follow all aspects of the Government Service Standard or to perform a GDS assessment.
- Any costs associated with 3rd party security testing / penetration testing shall be paid by the Buyer.
- Any testing of the BCDR plan as outlined in Call-Off Schedule 8 (Business Continuity and Disaster Recovery) shall be delivered within the limit of the support budget estimated table 2 in section 4. The parties shall work together to ensure that the effort required to perform such testing and any further support services, shall not exceed such support budget.

Phases and Activities:

REDACTED

Key Supplier Staff:

REDACTED

Charges

Call Off Contract Charges:

REDACTED

Annex 3

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	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>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:</p> <ul style="list-style-type: none"> Personal and special category data as set out under 'Type of Personal Data' included but not limited to, information regarding 'employment' / office held, contact details and protected diversity characteristics.
Duration of the Processing	<p>The supplier is expected to be a data processor for the length of of the contract and any subsequent period during which the supplier will still have obligations in relation to the personal data, such as for litigation or data migration purposes.</p> <p>The supplier must also comply with the Judicial Office's data retention policies with regards to specific personal data processing activities, to ensure that personal data is purged and not processed beyond any data required to be retained for litigation purposes.</p>
Nature and purposes of the Processing	<p>The processing is necessary for Judicial Office to support the LCJ and SPT meet their statutory obligations for the maintenance of appropriate arrangements for the welfare, training, guidance and deployment of the judiciary.</p> <p>The nature of processing includes collection, recording, organisation, structuring, storage, retrieval and alteration of personal data. HR data will be inputted, retrieved, amended and distributed from the service.</p> <p>This data is required to be processed, in order for the system to meet its strategic requirement of being an intuitive, easy to use digital platform that provides an accurate single source of truth for individual judicial office holders from their initial appointment through to their retirement and supporting staff in managing key HR processes, with appropriate workflow, reporting and forecasting capabilities.</p> <p>Information is collected on the diversity characteristics covered by the Judicial Diversity and Inclusion Strategy. These include the protected characteristics within the Equality Act 2010 (age, disability, gender reassignment, marriage and civil partnership, race, religion or belief, sex, sexual orientation) and other differences such as socio-</p>

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	<p>economic background, caring responsibilities and gender identity.</p> <p>The diversity data collected allows us to monitor the effect of policies and practices on these different groups and to ensure that appropriate steps are taken to develop a diverse and inclusive judiciary.</p> <p>Collecting information on the diversity characteristics of all judicial office holders also allows for the effectiveness of diversity initiatives to be measured to ensure efforts are focussed on those measures that are most effective.</p>															
Type of Personal Data	<p>Personal and Special category data including, but not limited to:</p> <table><tr><td>Forenames, familiar name & surname</td></tr><tr><td>Suffix, Title & Initials</td></tr><tr><td>NI Number</td></tr><tr><td>Sex</td></tr><tr><td>Marital status</td></tr><tr><td>Birth date</td></tr><tr><td>Nationality</td></tr><tr><td>Ethnic origin</td></tr><tr><td>Social Mobility</td></tr><tr><td>Start and retirement date</td></tr><tr><td>Email addresses (home and work)</td></tr><tr><td>Physical address – postcode, country etc.</td></tr><tr><td>Phone numbers (home and work)</td></tr><tr><td>Legal Professional history including background, date called to bar, made QC, Inn of Court etc. Before Appointment</td></tr><tr><td>Appointment</td></tr></table>	Forenames, familiar name & surname	Suffix, Title & Initials	NI Number	Sex	Marital status	Birth date	Nationality	Ethnic origin	Social Mobility	Start and retirement date	Email addresses (home and work)	Physical address – postcode, country etc.	Phone numbers (home and work)	Legal Professional history including background, date called to bar, made QC, Inn of Court etc. Before Appointment	Appointment
Forenames, familiar name & surname																
Suffix, Title & Initials																
NI Number																
Sex																
Marital status																
Birth date																
Nationality																
Ethnic origin																
Social Mobility																
Start and retirement date																
Email addresses (home and work)																
Physical address – postcode, country etc.																
Phone numbers (home and work)																
Legal Professional history including background, date called to bar, made QC, Inn of Court etc. Before Appointment																
Appointment																
Categories of Data Subject	Judicial Office Holders: Magistrates, courts and tribunal fee-paid and salaried judiciary and coroners.															
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<p>All personal data is expected to be purged and destroyed, upon contract termination.</p> <p>Additionally, all personal data is expected to be destroyed in line with the processes set out under the Judicial Office’s data retention functional requirements and policy.</p>															

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Annex 4 (Supplier's tender documents)