

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

Order Form

Call-Off Reference: 11749 & Community Accommodation Digital Services.

Call-Off Title: Delivery of a bespoke software for Community Accommodation Digital Services

Call-Off Contract Description: Delivery of a bespoke software for Community Accommodation Digital Services

The Buyer: **The Secretary of State for Justice on behalf of Her Majesty's Prison and Probation Service**

Buyer Address:

The Ministry of Justice

**201 Petty France,
London**

W1H 9AJ

The Supplier: **dxw (The Dextrous Web Ltd)**

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

Registration Number: 6617101

DUNS Number 211267270

SID4GOV ID: N/A

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated **30th May 2023**.

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes 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

Digital Outcomes & Specialists 6 Lot 1

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) RM1043.8
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.8
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - ~~Joint Schedule 6 (Key Subcontractors)~~ **[Optional]**
 - ~~Joint Schedule 7 (Financial Difficulties)~~ **[Optional]**
 - ~~Joint Schedule 8 (Guarantee)~~ **[Optional]**
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.8
 - ~~Joint Schedule 12 (Supply Chain Visibility)~~ **[Optional]**
 - Call-Off Schedules for RM1043.8
 - Call-Off Schedule 1 (Transparency Reports)
 - ~~Call-Off Schedule 2 (Staff Transfer)~~ **[Optional]**
 - 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)~~ **[Optional]**
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - ~~Call-Off Schedule 12 (Clustering)~~ **[Optional]**
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - ~~Call-Off Schedule 14 (Service Levels and Balanced Scorecard)~~ **[Optional]**
 - ~~Call-Off Schedule 15 (Call-Off Contract Management)~~ **[Optional]**
 - ~~Call-Off Schedule 16 (Benchmarking)~~ **[Optional]**
 - ~~Call-Off Schedule 17 (MOD Terms)~~ **[Optional]**
 - ~~Call-Off Schedule 18 (Background Checks)~~ **[Optional]**
 - ~~Call-Off Schedule 19 (Scottish Law)~~ **[Optional]**
 - Call-Off Schedule 20 (Call-Off Specification)

- o ~~Call-Off Schedule 21 (Northern Ireland Law) [Optional]~~
 - o ~~Call-Off Schedule 23 (HMRC Terms) [Optional]~~
 - o ~~Call-Off Schedule 25 (Ethical Walls Agreement) [Optional]~~
 - o Call-Off Schedule 26 (Cyber Essentials Scheme)
- 5 CCS Core Terms (version 3.0.11)
- 6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8
- 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:

Call-Off Start Date: 5th June 2023

Call-Off Expiry Date: 31st December 2023

Call-Off Initial Period: 7 Months

Call-Off Optional Extension Period: 12 Months

Minimum Notice Period for Extensions: 60 days

Call-Off Contract Value: **[REDACTED]**

Call-Off Deliverables

Overall contractual requirements are outlined in the contract advert:

https://redirect.contractawardservice.crowncommercial.gov.uk/event/management_close?id=ocds-pfhh7i-11749

Deliverables will be defined by each Statement of Work (SoW)

Warranty Period

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least 90 days against all obvious defects, and in relation to the warranties detailed in Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

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:

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a [Cyber Essentials Certificate] [OR 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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is no more than 150% of the Estimated Charges in the first 12 months of the Contract.

Call-Off Charges

Charges for this Call-Off Contract will be based on Capped Time and Materials (CTM). The full breakdown of Call-Off Charges is found below excluding VAT and recoverable travel expenses:

[REDACTED]

Supplier Rate Card:

[REDACTED]

Reimbursable Expenses

N/A

Payment Method

The payment method for this Call-Off Contract is BACS. The Supplier will issue electronic invoices following the delivery of Sprints, fortnightly in arrears. The Buyer will pay the Supplier

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Schedules)

within 30 days of receipt of a valid invoice.

All invoices must include:

- Contract Reference Number and Title
- Purchase Order Number
- Statement of Work Number (ID)
- Invoice Date and Number
- Description of the Services delivered, including
 - o Each team member role for the invoiced period
 - o SFIA Level and SFIA Day Rate of each team member for the invoiced period

- o The number of days provided by each team member for delivering these services for the invoiced period
- o Whether this was provided on a full-time equivalent, or part-time equivalent basis.

Buyer's Invoice Address

[REDACTED]

Buyer's Authorised Representative

[REDACTED]

Buyer's Environmental Policy

[REDACTED]

Buyer's Security Policy

[REDACTED]

Supplier's Authorised Representative

[REDACTED]

Supplier's Contract Manager

[REDACTED]

Progress Report Frequency

Monthly, on the first Working Day of each month. Progress will also be addressed as part of daily stand-ups and agile ceremonies throughout the Call-Off Contract.

Progress Meeting Frequency

Monthly, on the first Working Day of each month. Progress will also be addressed as part of daily stand-ups and agile ceremonies throughout the Call-Off Contract.

Key Staff

[REDACTED]

Key Subcontractor(s)

[REDACTED]

Commercially Sensitive Information

N/A

Balanced Scorecard

N/A

Material KPIs

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard):

[REDACTED]

Service Credits

Not Applicable

Additional Insurances

Not Applicable

Guarantee

Not Applicable

Social Value Commitment

N/A

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:

Name:

[REDACTED]

Role:

[REDACTED]

Date:

[REDACTED]

For and on behalf of the Buyer:

Signature:

[REDACTED]

Name:

[REDACTED]

Role:

[REDACTED]

Date:

[REDACTED]

Annex 1 (Template Statement of Work)

[REDACTED]

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:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

Annex 1: Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED]

1.2 The contact details of the Supplier's Data Protection Officer are [REDACTED]

Description	Details
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<p>Identity of Controller for each Category of Personal Data</p>	<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> <p>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.</p> <ul style="list-style-type: none"> · <i>forename, middle name(s), surname, preferred pronouns, previous names, age, date of birth, gender identity, nationality, citizenship, status for right to remain in the United Kingdom, status for right to work in the United Kingdom, religion, occupation, name and location of registered home address, name and location of current address, name and previous names and locations of places of employments, work email addresses, personal email addresses, work telephone numbers, personal telephone numbers, job title.</i> · <i>Additional Personal Data may also include; names and locations of current and previous prison/ institution addresses were custodial sentences were served or are being served, custodial sentence terms, including the crime committed, number of sentences being served concurrently, custodial sentence start date, custodial sentence end date, and name and location of prison/institution where the custodial sentence was or is being served, for all custodial sentences for</i>
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<ul style="list-style-type: none"> • 	<p><i>Individual Offenders who have served or are serving a custodial sentence.</i></p> <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> • As above. <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • As above. <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller, • Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,
<p>Duration of the Processing</p>	<p>For the duration of the call off contract term</p>
<p>Nature and purposes of the Processing</p>	<p>Working with the HMPPS research community</p> <p>Building on existing knowledge</p> <p>Primary research</p> <p>Recruitment</p> <p>Research in the open</p>
<p>Type of Personal Data</p>	<p>name, email address</p>

Categories of Data Subject	<p>Three main user groups are</p> <p>Community Probation Practitioners – making referrals</p> <p>Homelessness Prevention Teams - assessing eligibility, screening referrals, and managing bookings and occupancy.</p> <p>CAS3 Property Suppliers - confirming bookings and providing information on the resettlement of individuals.</p>
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<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>
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