

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

Call-Off Ref: RM1043.8

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

Order Form

Call-Off Reference: **[REDACTED]**

Call-Off Title: Managed Cloud Support and Migration Services for HMPPS Prisoner Facing Platform Services

Call-Off Contract Description: EUC Prisoner Facing Services require a Supplier managed services team to continue providing the Microsoft Azure Cloud Infrastructure and support. The Supplier's services shall include the delivery of the main modernisation project along with smaller work-streams to deliver the overall outcome

The Buyer: The Secretary of State for Justice

Buyer Address: Commercial and Contract Directorate

3rd Floor 10 South Colonnade

Canary Wharf

London

E14 4PU

The Supplier: Kainos Software Ltd

Supplier Address: 4-6 Upper Crescent, Belfast, Northern Ireland, BT7 1NT

Registration Number: NI019370

DUNS Number: 232787408

SID4GOV ID:

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 30 December 2024.

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

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) RM1043.8
- 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] – Not applicable
 - Joint Schedule 8 (Guarantee) [Optional] – Not applicable
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.8
 - Joint Schedule 12 (Supply Chain Visibility) [Optional] – Not applicable

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- 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] – Not applicable
 - 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] – Not applicable
 - Call-Off Schedule 17 (MOD Terms) [Optional] - Not applicable
 - Call-Off Schedule 18 (Background Checks) [Optional] – Not Applicable
 - Call-Off Schedule 19 (Scottish Law) [Optional] – Not Applicable
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 21 (Northern Ireland Law) [Optional] – Not Applicable
 - Call-Off Schedule 23 (HMRC Terms) [Optional] – Not Applicable
 - Call-Off Schedule 25 (Ethical Walls Agreement) [Optional]
 - Call-Off Schedule 26 (Cyber Essentials Scheme) -Not Applicable

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: None

Call-Off Start Date: 30/12/2024

Call-Off Expiry Date: 30/12/2026

Call-Off Initial Period: 2 Years

Call-Off Optional Extension Period: 1 Year

Minimum Notice Period for Extensions: 1 Month

Framework Ref: RM1043.8 Digital Outcomes 6

Project Version: v2.0

Model Version: v3.8

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[REDACTED]

Call-Off Deliverables

[REDACTED]

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:

Refer to Call-Off Schedule 20 (Call-Off Specification) for standards including required security standards.

Cyber Essentials Scheme

Not Applicable

Maximum Liability

[REDACTED]

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.

All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 in Framework Schedule 3 (Framework Prices).

Reimbursable Expenses

Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

This contract will be delivered via remote working so expenses will not be the norm, however the base office for this contract will be 10 South Colonnade, Canary Wharf, London, E14 4PU, therefore if travel is required outside of the base office, then expenses will be paid in line with the MoJ Travel and Subsistence policy.

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Payment Method

[REDACTED]

Buyer's Invoice Address

[REDACTED]

Buyer's Authorised Representative

[REDACTED]

Buyer's Environmental Policy

<https://www.gov.uk/guidance/ministry-of-justice-climate-change-and-sustainability>

Buyer's Security Policy

Government Digital Standards Any development carried out by the supplier should comply with Government Digital Standards.

The Supplier shall follow NCSC guidance (<https://www.ncsc.gov.uk/section/advice-guidance/all-topics>) and conform to minimum cyber security standards (<https://www.gov.uk/government/publications/the-minimum-cyber-security-standard>)

The Supplier shall follow MOJ security guidance - (<https://security-guidance.service.justice.gov.uk/#cyber-and-technical-security-guidance>)

Supplier's Authorised Representative

[REDACTED]

Supplier's Contract Manager

[REDACTED]

Progress Report Frequency

Monthly: On the first Working Day of each calendar month

Progress Meeting Frequency

Monthly: On the first Working Day of each calendar month

Key Staff

[REDACTED]

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The Supplier reserves the right to rotate\replace Key Staff and will provide the Buyer with 10 days prior notice in writing.

Key Subcontractor(s)

Not applicable

Commercially Sensitive Information

Supplier's Charges and Tender Response

Balanced Scorecard

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

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

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]**

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Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

[**Buyer guidance:** execution by seal / deed where required by the Buyer]

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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.

Date of SOW: As per final signature date on contract

SOW Title: Modernisation project support – Phase I & II

SOW Reference: SOW001

Call-Off Contract Reference: PID210612

Buyer: Ministry of Justice, HMPPS

Supplier: Kainos Software Ltd

SOW Start Date: 30/12/2024

SOW End Date: 30/04/2025

Duration of SOW: 87 working days

Key Personnel (Buyer): [REDACTED]

Key Personnel (Supplier): [REDACTED]

Subcontractors: n/a

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2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background:

MOJ In-Cell Technology programme require Kainos to provide support for both Modernisation Unilink and associated BAU activities to include but not limited to Change and Deployments, Incident Management support, consulting services, improvements.

Delivery phase(s): Prod Live

Overview of Requirement:

1. Support for In-cell and associated BAU activities as required by In-Cell Technology programme and HMPPS TechOps management.
2. Provide SME resources design and consultation with the modernisation project to migrate the current Unilink Infrastructure to a Platform As A Service(OS) & Managed Instance (DB).
 - a. Complete build out of Pre-Prod & Prod environments.
 - b. Produce detailed technical and business use plan for UAT & Migration
 - c. Conduct a Security Health review on the new environments

Buyer Requirements – SOW Deliverables

Outcome Description:

[REDACTED]

Delivery Plan:

Not applicable – Services will be used as required by In-cell Technology programme and MOJ-Tech ops management

Dependencies:

- Access to MOJ staff (Tech Ops/Site Delivery Mgrs./Testers/DTS staff)
- Access to 3rd party suppliers (Unilink/BT) if required

Supplier Resource Plan:

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[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).

SOW Standards:

Not Applicable

Performance Management:

[REDACTED]

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]

SOW Reporting Requirements:

Further to the Supplier providing the management information detailed in 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:

[REDACTED]

3 Charges

Call Off Contract Charges:

[REDACTED]

Rate Cards Applicable:

[REDACTED]

Should there be a change to requirements during delivery, other roles from the Supplier's DOS 6 Rate Card may be utilised with agreement from the Buyer on a per-SOW basis.

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SOW Values to Date:

[REDACTED]

Reimbursable Expenses:

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

None

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]**

Title: **[REDACTED]**

Date: **[REDACTED]**

Signature: **[REDACTED]**

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Annex 1 (Template Statement of Work)

4 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: [REDACTED]

SOW Title: [REDACTED]

SOW Reference: [REDACTED]

Call-Off Contract Reference: [REDACTED]

Buyer: [REDACTED]

Supplier: [REDACTED]

SOW Start Date: [REDACTED]

SOW End Date: [REDACTED]

Duration of SOW: [REDACTED]

Key Personnel (Buyer): [REDACTED]

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Key Personnel (Supplier): **[REDACTED]**

Subcontractors: **[REDACTED]**

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5 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: [Insert details of which elements of the Deliverables this SOW will address]

Delivery phase(s): [Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]

Overview of Requirement: [Insert details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery]

6 Buyer Requirements – SOW Deliverables

Outcome Description:

[REDACTED]

Delivery Plan:

Dependencies:

Supplier Resource Plan:

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).

[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:

[Insert if necessary]

Cyber Essentials Scheme:

The Buyer requires the Supplier to have and maintain a **[Cyber Essentials Certificate][OR 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]

Performance Management:

[Insert details of Material KPIs that have a material impact on Contract performance]

[REDACTED]

[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]

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

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attached to this Statement of Work.

Key Supplier Staff:

[REDACTED]

[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 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:

[REDACTED]

7 Charges

Call Off Contract Charges:

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

- [Capped Time and Materials]
- [Incremental Fixed Price]
- [Time and Materials]
- [Fixed Price]
- [2 or more of the above charging methods]

[Buyer to select as appropriate for this SOW]

The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].

Rate Cards Applicable:

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[Insert SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]

Reimbursable Expenses:

[See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)]

[Reimbursable Expenses are capped at [£[Insert] [OR] [Insert] percent ([X]%) of the Charges payable under this Statement of Work.]

[None]

[Buyer to delete as appropriate for this SOW]

8 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]

Title: [REDACTED]

Date: [REDACTED]

Signature: [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]

[REDACTED]