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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:** 15686

**Call-Off Title:** HR Data and Insight Hub (DIH)

**Call-Off Contract Description:** People Group at MoJ are seeking to leverage the power of data and insights to deliver more effective evidence-based decision-making. A Data and Insights Hub, consisting of people, process and technology elements should build on existing data infrastructure, optimise visualisation on a self-service platform and drive behavioural/cultural change across MoJ.

**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:** Agilisys Ltd

**Supplier Address:** Scale Space, 2<sup>nd</sup> Floor, Imperial Collage White City Campus, 58 Wood Lane, London, W12 7RZ

**Registration Number:** 04327369

**DUNS Number:** D-U-N-S 42-339-6402

**SID4GOV ID:** [Insert if known]

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### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 17.01.2022

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 7 (Financial Difficulties) [N/A]
    - 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 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 9 (Security) [PART A applies: PART B: Long Form Security Requirements are not applicable - Refer to "Buyer's Security Policy" section of the Call Off Contract. This will be re-evaluated in the future and amended by Variation if required]
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - 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) 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: The Supplier does not warrant the accuracy or completeness of the Buyer provided information and/or data, unless there is a specific activity for the Supplier to validate the information supplied and this is funded and mutually agreed by the parties in a respective Statement of Work. The Supplier is dependent upon the Buyer providing accurate information and detailed requirements in accordance with the Buyer dependencies and as agreed in each Statement of Work. This statement overrides Clause 2.7, 2.8 and 2.9 of the CCS Core Terms as they are not applicable in this instance.

Special Term 2: Call Off Schedule 5, Clause 1.1.2c: Within the overall fixed price offered the Supplier has not included any specific "Contingency Margin" to accommodate changes to the Statement of Work deliverables, a mechanism can be mutually agreed as part of agreeing a Statement of Work, if required.

Special Term 3: CCS Core Terms, Clause 10.6.2 (re-procurement costs) shall not apply to this Call Off Contract]

Special Term 4: The parties agree that the services to be performed will not constitute a Relevant Transfer to which the Employment Regulations will apply on entry or exit. The Supplier reserves the right to revalidate the Charges if TUPE applies on entry.

Special Term 5: CCS Core Terms, Clause 8.3 (a): Liability for wilful misconduct shall be limited within the Maximum Liability cap agreed for this Call Off Contract.

Special Term 6: CCS Core Terms, Clause 5.1 (b) entitles the Supplier to recover reasonable and proven additional costs within an "expenses" claim.

Special Term 7: CCS Core Terms, Clause 10.4.1: Prior to a Call Off Contract terminating for

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a Supplier breach, if the breach is capable of remedy, the Supplier will be given an opportunity to remedy within 30 days of the date of notification of the breach (or period agreed by the parties) before termination can occur.

Special Term 8: CCS Core Terms, Clause 11.2 and the Data Protection Liability Cap both shall be amended as set out the Maximum Liability section below.

Special Term 9: Call-Off Schedule 10 (Exit Management) – any consultancy support and/or provision of an Exit Plan will be subject to mutual agreement by the parties if required within an individual Statement of Work.

Special Term 10: Call-Off Schedule 13 (Implementation Plan and Testing): Delay Payments are not applicable.

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Call-Off Start Date: 17.01.2022

Call-Off Expiry Date: 17.07.2023

Call-Off Initial Period: 1 year, 6 months

Call-Off Optional Extension Period: 1-year Optional Extension subject to mutual agreement through the Variation process.

Minimum Notice Period for Extensions: 30 days

Call-Off Contract Value: £1,239,425.00 (ex VAT)

### **Call-Off Deliverables**

Name of Deliverable: 18-month delivery to build HR Data and Insights a Hub.

As part of the tender process the Buyer has set out a series of high-level requirements. Both parties acknowledge that these requirements are high level statements designed to indicate the direction required for the development and its ambitions rather than a strict set of detailed requirements that will necessarily be achieved at the conclusion of a resultant contract. Although this Call Off Contract is for the provision of consultancy services to build an HR Data and Insights Hub, the parties will contractually commit phase by phase to individual Statements of Work's (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). Each individual Statement of Work will detail the scope, outcomes, deliverables, price and specific obligations for each party.

Notwithstanding Phase 1 which commits a Fixed Price for the first Statement of Work entered at the commencement of this Call Off Contract, this Call Off Contract does not represent a Fixed Price contractual commitment to meet the remaining outcomes in the tender documents in Call-Off Schedule 4 (Call-Off Tender) for an overall contract value of £1,239,425.00 (ex VAT). The contract value does, however, represent a total budget amount and the Supplier shall use reasonable endeavours to deliver the high-level outcomes as outlined in this Call-Off Contract (**High Level Call-Off Outcomes**) for the total budget identified. For each Phase the parties shall mutually agree the specific outcomes and deliverables to be achieved by the Supplier for a Fixed Price within each individual Statement of Work.

The work will be split into the following phases including the estimated duration and price of each phase, which may be adjusted through the flexible SOW approach. The flexible SOW approach refers to where it may be pragmatic to blend deliverables under each phase to better meet the outcomes. This would be agreed by both parties before commencement of each phase:

**[REDACTED]**

The parties agree that each respective Statement of Work for the next phase will be signed

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no later than 10 working days prior to the completion of each phase. The Variation process will apply for any extensions, gaps in support or additional deliverables and/or changes to outcomes requested by the Buyer. Once a Statement of Work is signed for the phase, this constitutes the agreed scope and Fixed Price for that phase.

**High Level Call-Off Outcomes:** The Data and Insights Hub is designed to deliver data capabilities to support MOJ objectives for the future.

- Enhance evidence-based workforce related decision making to drive effectiveness, engagement and productivity through the workforce;
- Build capability to ensure data governance, methodological approach and stakeholder engagement enhances the degree to which value can be leveraged from findings;
- Enhance analytical capability to deliver insights through predictive and prescriptive techniques.
- Enhance user capability by visualising and delivering insights in a consistent, self-service and easily interpretable manner;
- Advise on technology solutions used by MOJ to meet delivery objectives.

Quantity: 1

Delivery Date: As stated and mutually agreed within each individual Statement of Work.

Location: The expectation is that the work will be undertaken remotely and pre-agreed travel requests at: 102 Petty France, London, SW1H 9AJ.

Details: The Supplier will build a Data and Insights Hub, which should be a data-driven community of people, process and technology, in which analysts and non-analysts work delivering evidence based behavioural and cultural change. It should also ~~be a Technology solution~~ incorporate a Data Platform that allows users to access evidence and insights in a self-service manner from one platform. The Supplier will be expected to lead the delivery of the DIH but will be required to work alongside colleagues within People Group, Digital and Technology and our Data and Analytical Services Directorate (DASD). The Buyer will be expected to advise the supplier on balance between technology, people and process priorities during the engagement.

### **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).

### **Cyber Essentials Scheme and ISO27001**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate and evidence of ISO27001 accreditation 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 and 11.6 of the Core Terms as amended by the Framework Award Form Special Terms and this Call-Off Contract.

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The Supplier's total aggregate liability under Clause 11.2 and the Data Protection Liability Cap referred in Clause 11.6 shall in no event exceed 125% of the Estimated Yearly Charges (The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £1,138,125.00).

### Call-Off Charges

- 1 Fixed Price: The Supplier has quoted a Fixed Price for Phase 1 (Discovery) and a Fixed Price to support the further phases which is subject to mutual agreement of individual Statement of Work(s) for each phase. Each Statement of Work will mutually agree and detail the scope, deliverables, Fixed Price and specific obligations for each party, as outlined in the Call Off Deliverable section above.

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

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 and travel restrictions allow. 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 in accordance with the Milestone Payment Plan to be mutually agreed in each individual Statement of Work. The Buyer will pay the 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

Email: [apinvoices-CTS-u@sscl.gse.gov.uk](mailto:apinvoices-CTS-u@sscl.gse.gov.uk)

Telephone: 0845 010 3502

### Buyer's Authorised Representative

[REDACTED]



[REDACTED]

### **Buyer's Environmental Policy**

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

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](http://www.gov.uk))

For the purposes of this Call Off Contract, the following requirements apply;

- 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 MOJ for performance of this Call Off Contract.
- This Call Off Contract will handle Buyer information that is classified up to "Official-Sensitive" level.

### **Supplier's Authorised Representative**

[REDACTED]

Agilisys registered address above

### **Supplier's Contract Manager**

### **Programme Lead**

[REDACTED]

### **Commercial Contract Manager**

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**[REDACTED]**

Agilisys registered address above

### **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]**

### **Key Subcontractor(s)**

The Supplier may use the following subcontractor when performing a Statement of Work and the Buyer authorises the use of the following third party;

**[REDACTED]**

### **Commercially Sensitive Information**

Supplier's Commercially Sensitive Information

<b>Commercially Sensitive Information</b>	<b>For the period expiring after the period below</b>
Supplier Tender response where it refers to; <ul style="list-style-type: none"><li>• Client references and/or work done for other clients;</li><li>• Agilisys named personnel;</li><li>• any other aspects that the parties agree whilst recognising the Authority's</li></ul>	Indefinitely

statutory obligations under the Freedom of Information Act 2000	
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**Balanced Scorecard**

Not Applicable

**Material KPIs**

KPI to be agreed upon each Statement of Work.

**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:

Name:

Role:

Date:

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

Signature:

Name:

Role:

Date:

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

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## **Appendix 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:** 18.02.2022

**SOW Title:** People Group Data and Insight Hub – Discovery Phase

**SOW Reference:** DIH Phase 1: Discovery

**Call-Off Contract Reference:** 15686

**Buyer:** Ministry of Justice, HMG

**Supplier:** Agilisys Ltd

**SOW Start Date:** 18.01.2022

**SOW End Date:** 28.02.22

**Duration of SOW:** 6 weeks.

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

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

**Subcontractors:** [REDACTED]

## 2 Call-Off Contract Specification – Deliverables Context

The purpose of this SoW is to define the key activities for Phase 1 Discovery.

This Phase will cover the following activities:

- Mobilisation of the project following the Call Off Contract being mutually agreed and signed.
- Collaborative development of programme charter to formalise ways of working, governance structures, escalation routes and key protocols and procedures
- Undertake programme stakeholder RACI to guide engagement approaches and identify key workstreams and departments
- Carry out discovery to understand context of current technology, data and digital strategies within People Group and wider MoJ departments to ensure future phases and solution design align with organisational priorities and investments
- We will conduct a series of follow up workshops with MOJs key stakeholders to gather all required information. The review and validation of existing discovery will be undertaken, to validate with stakeholders that the information is current and up to date and identifying any gaps of data and/or information which may be needed to deliver the project.
- A RAID will also be issued by the Supplier with MOJ input and agreed which will be reviewed regularly by the parties as part of the project management activities.
- Stand-up proposed governance groups and hold inaugural meetings, aligned to RACI
- We will hold a series of meetings with MOJ's key stakeholders to agree a detailed project plan including all the activities, tasks and deliverables required for the Discovery Phase as set out in this SoW and to be delivered within the overall timescales set out in section 2.
- The Supplier will carry out a Business Transformation Readiness Assessment with the Tactical Steering Group and select stakeholders to identify readiness gaps, inform resource requirements and priorities for change plans and add to programme RAID logs.
- We will collaboratively develop and iterate the high level, anticipated benefits profile for the programme and associated logic chains to feed into subsequent phases and act as the foundation for programme evaluation reports.
- We will work with project sponsors and information governance teams to prepare and approve Data Protection Impact Assessments and risk mitigation principles to embed into design phase thinking.
- We will work with identified technology and business stakeholders to develop, iterate and agree the high-level enterprise architecture principles and requirements of the solutions to provide foundation for design phase and inform development of the resource capacity and specialism requirements for the Design Phase SoW
- We will work with project sponsors to collaboratively agree priorities, deliverables, resources and dependencies for the Design Phase Detailed SoW

The following lists details what is not included within the Supplier's scope for this phase SOW:

- a. Further Design, Build and Handover Phases
- b. Responsibility for the engagement and management of MOJ 3rd party vendors and

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partners, including providing the AWS environment and data platform software toolsets required for implementation.

- c. Changes to the scope and any Deliverables not explicitly defined in this SoW.

**SOW Deliverables Background:** The Supplier will provide the deliverables set out in section 3 based on the information provided by MOJ regarding the programme of work.

**Delivery phase(s):** This SoW covers the Discovery Phase of overall solution delivery.

**Overview of Requirement:** Provision of the activities and deliverables set out in Section 2 and 3 of this SoW.

### 3 Buyer Requirements – SOW Deliverables

#### **Outcome Description:**

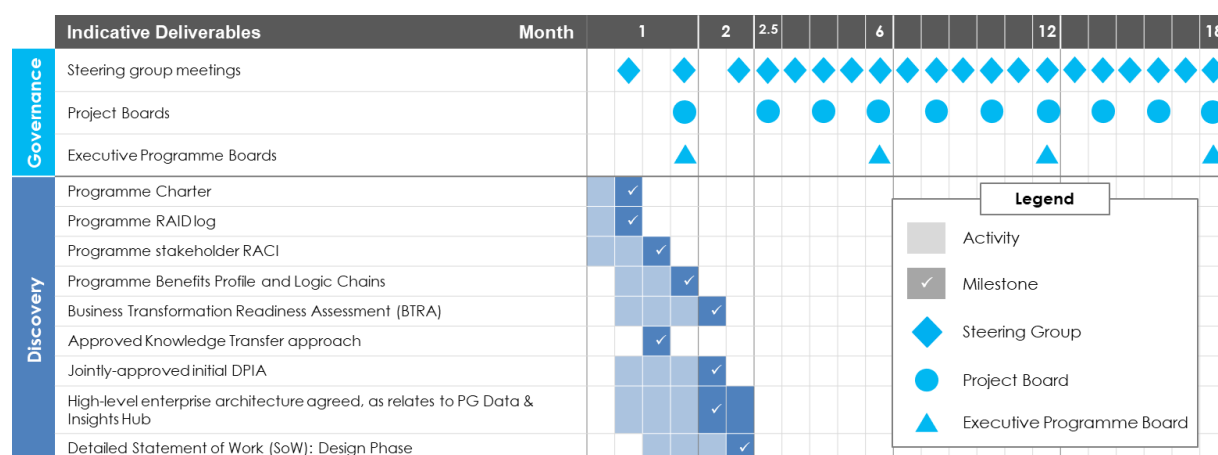
The deliverables from this discovery phase of work will be as detailed in the table below:

**[REDACTED]**

#### **Delivery Plan:**

This SoW is assumed to run for 6 weeks in accordance with the following outline plan. The detailed Implementation Plan will be based on this SoW and agreed during Phase 1.

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Any extensions to timelines and/or scope changes will be handled as a Variation to the Call Off Contract.

The specific tasks associated with delivery of this SoW are as follows

Task	Owner
Provide information dependencies and detailed requirements	MOJ
Complete planning workshops	Supplier, MOJ
Provide technical and business criteria required for design creation	MOJ
Create detailed project plan for Discovery	Supplier, MOJ
Create and open RAID log	Supplier, MOJ
Review and agree MOJ project benefits tracker	Supplier, MOJ
RACI Review	Supplier, MOJ
Agree Programme Charter	Supplier, MOJ
Set up and attend a series of remote workshops to capture the information required for design and project	Supplier, MOJ
Identify key stakeholders to attend workshops and provide information, answer questions and making decisions	MOJ
Conduct Business Transformation Readiness Assessment (BTRA)	Supplier, MOJ
Jointly develop DPIA – the Supplier to review and input to MoJ Initial draft	Supplier, MOJ
Agree High-level enterprise architecture (EA) (as it relates to the people group (PG) Data and Insights Hub (DIH))	Supplier, MOJ
Agree Knowledge Transfer approach	Supplier, MOJ
Submit proposed Phase 2 Design SoW	Supplier
Approval and Signature of Phase 2 Design SoW	MOJ

### Dependencies:

Please see Appendix 1 for a detailed list of dependencies and assumptions applicable to this SoW.

### Supplier Resource Plan:

The table below sets out the key resources aligned to this SoW:

Role	Days
------	------



[REDACTED]

**Security Applicable to SOW:**

Refer to Call Off Contract.

**Cyber Essentials Scheme:**

Refer to Call Off Contract.

**SOW Standards:**

N/A

**Performance Management:**

N/A

**Additional Requirements:**

**Annex 1** –Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract is applicable to this Statement of Work.

**Key Supplier Staff:**

[REDACTED]

**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.	Weekly Status Report reporting status against the deliverables identified above. The weekly status report will provide an update on; <ul style="list-style-type: none"><li>• Deliverables status against target dates including resource burn rate;</li><li>• Status of MOJ dependencies required for delivery;</li><li>• invoice status and scheduling on a monthly basis;</li><li>• Risk Register including RAG status.</li></ul>		

#### 4 Charges

##### **Call Off Contract Charges:**

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

- Fixed Price  
[REDACTED]

The following Payment Plan is agreed;

[REDACTED]

\* MOJ will provide timely input, review, and acceptance of the deliverables stated in the table above (Deliverables). The Deliverables will undergo one review cycle and whilst the Supplier will co-ordinate the Buyer's inputs, the Buyer will provide feedback, where required, within 10 working days (or as required by the overall SOW timelines) following which the review cycle window will close. Whilst the Supplier can help co-ordinate inputs, feedback from the Buyer's stakeholders will be consolidated by the Buyer to ensure a consistent and agreed Buyer position and provided in a single document. Following feedback, the Supplier will issue the updated document incorporating the agreed changes within 5 working days and this will constitute the final accepted deliverable. Where there are differences of views within MOJ, the Buyer will work with the relevant business owner/s as necessary to provide to the Supplier an agreed Buyer's position.

**Rate Cards Applicable:**

The supplier rate card submitted for this engagement is as follows. The specific resource profile for this SoW is detailed at Section 3 “Supplier Resource Plan”.

**Reimbursable Expenses:**

This SoW assumes work will be delivered remotely, although The Supplier will support ad-hoc meetings at MOJ offices in London where required and travel restrictions allow. For any other specific travel requests, these will be pre-agreed between the parties, including any associated costs.

## 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]  
[REDACTED]

Title: [REDACTED]

Date: [REDACTED]

Signature: [REDACTED]

## Appendix 1: SoW Assumptions and Dependencies

The table below sets out the key assumptions underpinning our fixed fee pricing response for delivery of the deliverables listed in section 2 of this SoW. If these assumptions should prove to be invalid or incorrect then this may have an impact on Fees, timescales, and/or risks and this will be handled as a contract Variation.

#	Assumption	Applicability
1	A key assumption is that the respective SoW for the next phase will be signed no later than 10 working days prior to the completion of this Discovery Phase. Once a SoW is signed for the phase, this constitutes the agreed scope and price for the work.	General
2	This SOW assumes an overall project engagement timeline of 6 weeks. The Variation process will apply for any extensions, gaps in support or additional outputs requested by the Buyer.	General
3	The Supplier assumes 30-day payment terms in accordance with DOS5 Framework terms.	General
4	The Supplier are heavily reliant upon MOJ stakeholder engagement and the provision of detailed information as identified in the Dependencies section of this Annex, for this Phase. If there are delays with the provision of Buyer dependencies this may impact the quality of the Deliverables that can be achieved and any delays or lack of provision of dependencies will be handled as a Variation to reflect any impacts to scope, timescales and or costs.	General
5	Our offer assumes the Services will be performed remotely (due to COVID restrictions).	General
6	All work will be undertaken on The Supplier's normal working hours of 09.00 to 17.30 hours GMT/BST in Summer, Monday to Friday excluding UK bank holidays.	General

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7	The Supplier does not warrant the accuracy or completeness of Buyer provided information and/or data. The Supplier is dependent upon Buyer providing accurate information and detailed requirements in accordance with the Dependencies and as agreed in this SoW.	General
8	Within the overall fixed price offered Agilisys has not included any specific "Contingency Margin" (Call Off Schedule 5, 1.1.2c ) to accommodate changes to the SOW deliverables.	General
10	The Buyer will provide all required information in a timely manner to enable The Supplier to provide our support and deliverables to the project.	General
11	Good faith partnering principles will be applied throughout to ensure the project is a success.	General

The table overleaf sets out the key dependencies underpinning our fixed fee pricing response for delivery of the deliverables listed in section 2 of this SoW. The Supplier is dependent upon the Buyer to provide certain activities for performance of the services on time and within budget. If they are not supplied within the timescales this may impact timescales, costs and related activities and will be handled as a contract Variation. We require the following from Buyer:

#	Dependency	Applicability
1	A senior representative will be available throughout for decision making, approvals and escalations. A dedicated and appropriately resourced core team will be made available to attend workshops, technical review and project meetings, engage closely and work with The Supplier, answer questions, providing information and making decisions within the timescales required by the delivery schedule.	General

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2	The Buyer will provide timely input, review, and acceptance of the Deliverables agreed in the SoW ("Deliverables"). The Deliverables will undergo one review cycle and the Buyer will provide feedback, where required, within 10 working days (or as required by the project plan). Within this 10-day period the Supplier will collaborate with the Buyer to reach agreement, following which the review cycle window will close. Feedback from the Buyer's stakeholders will be consolidated by the Buyer and provided in a single document. Following feedback, the Supplier will issue the updated document incorporating the agreed changes within 5 working days and this will constitute the final accepted deliverable. Where there are differences of views within MOJ, the Buyer will work with the relevant business owner/s as necessary to provide to the Supplier an agreed position.	General
3	This SoW will require agreement of a detailed implementation plan in accordance with the assumed timescales for this Phase.	General
4	The Buyer shall provide its data at the timescales required by the delivery schedule in accordance with the source systems, structure and the volumes outlined in the ITT using data sources that will enable data ingestion into the AWS Platform.	General
5	The Buyer shall provide remote access to the legacy and AWS cloud environment including providing licences (AWS) to use the AWS services and any other tools and technologies agreed at the design phase as required to perform the Services, at the timescales required by the schedule. This includes use of the existing data ingress and egress enabling architecture or provisioning of a new enabling architecture for network connectivity.	General
6	The Buyer will complete a DPIA which will require mutual agreement in accordance with DoS5 Framework and the Call Off Contract prior to signature. This will be reviewed and updated by both Parties (at nil additional cost) during each phase of the project to ensure it remains up to date. The Buyer will establish the security policy for the Supplier access and data flows to enable the consultancy services.	General
7	The Buyer will provide high speed network connectivity and adequate bandwidth at all times, otherwise this will effect the performance of the platform and speed of reporting.	General
8	The Buyer is responsible for engagement with Information Governance Records retention leads to enable set up of appropriate storage tiers and archives.	General
9	The Buyer will provide data access to stewards and engineers (network, security, data, application, infrastructure) throughout the project to inform and oversee design and implementation.	General
10	The Buyer will ensure its AWS service provider and other suppliers (where applicable) provide the information and platform services to the Supplier as required to deliver the services in accordance with the Schedule.	General

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

11	The Buyer shall provide AWS provider related tasks for the AWS services including ongoing activities and support to enable The Supplier to perform the Services.	General
12	The Buyer is responsible for the accuracy and validation of its data before and after migration and shall own the end-to-end process.	General
13	The Buyer is responsible for gaining any PSN/ solution security accreditations including compliance with the Security Policy framework and ongoing compliance.	General
14	If The Supplier visit Buyer sites, The Buyer shall provision passes, desks, screens (where possible), and internet access and make available collaboration environments including meeting rooms and break-out area if and when appropriate (subject to COVID-19 restrictions) when the Supplier staff are visiting. The Supplier will provide adequate notice for the Buyer to provide the above.	General
15	The Buyer shall ensure that other linked projects will not hinder the delivery of this SoW and if activities conflict, the Buyer will work with the Supplier to ensure the overall deliverables and timescales can be met or otherwise handled as a Variation to the SOW to reflect any revised timescales/activities and costs.	General
16	The Buyer will provide all documentation referenced in the ITT, such as; *Corporate Data Strategy; *DASD strategy and People Analytics strategy; *Capability Gap Assessment; *Governance Structure; *Operating Model Design; *Roadmap for implementation; *Development of an enterprise data model for people related data; *Technology Roadmap for implementation; *MOJ's dissemination Strategy; *MOJ's data quality and cleansing strategy; *MOJ's data migration strategy	General
17	The Buyer will provide the datasets and data sources currently utilised in accordance with Annex B of the ITT including volume and format of data. This will be required during discovery phase to enable the design to be proposed and agreed within the next phase.	General



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

### **6 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 Reference:**

**Call-Off Contract Reference:**

**Buyer:**

**Supplier:**

**SOW Start Date:**

**SOW End Date:**

**Duration of SOW:**

**Key Personnel (Buyer):**

**Key Personnel (Supplier):**

**Subcontractors:**

## 7 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]

## 8 Buyer Requirements – SOW Deliverables

**Outcome Description:** [Insert details of outcomes that the set Deliverables must achieve]

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01			
MS02			

**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:**

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

[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:**

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

Material KPIs	Target	Measured by

[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 attached to this Statement of Work.

**Key Supplier Staff:**

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)

[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.	[insert]		
1.1	[insert]	[insert]	[insert]

## 9 Charges

### **Call Off Contract Charges:**

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

- Capped Time and Materials
- Fixed Price

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

### **Rate Cards Applicable:**

[REDACTED]

### **Reimbursable Expenses:**

None as work will be undertaken remotely with occasional trips to the Buyer's London office which is included in the above rate card. For any other specific travel requests, this will be subject to mutual agreement in the respective Statement of Work.

## 10 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:

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

**For and on behalf of the Supplier**

Name:

Title:

Date:

Signature:

**For and on behalf of the Buyer**

Name:

Title:

Date:

Signature:

## Annex 1 of Joint Schedule 11 (Processing Data)

### 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><b>The Relevant Authority is Controller and the Supplier is Processor</b></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"> <li>The Supplier will be responsible for processing people related data including at an individual level.</li> </ul>
Duration of the Processing	18 Months from when the Call-Off contract is executed.
Nature and purposes of the Processing	<p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include:</p> <p>For design, developing and building a Data and Insights Hub which will enable the Buyer to maximise the value of people related data at tactical, operational and strategic levels. This will enhance our ability to fulfil responsibility as an employer.</p>
Type of Personal Data	<p>Any personal data relating to an individuals employment record, for example name, address, date of birth, NI number, telephone number, pay, images, etc.</p> <p>This will include new personal data not currently collected.</p>
Categories of Data Subject	Staff (payroll/ non-payroll) and Service Users

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

<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>All processing will take place on the Buyer's systems. There is no transfer of data to the Processors systems.</p>
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**Call-Off Schedule 4 (Call-Off Tender)**

**MOJ Tender Documents**

HR Data and Insight Hub (DIH) - Digital Marketplace

[REDACTED]

[REDACTED]

**Agilisys Proposal response**

[REDACTED]

[REDACTED]



