



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Version 2

Crown Copyright 2020

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: con_21263

Call-Off Title: Business Analyst Service Delivery for Youth Justice Board (Adhoc)

Call-Off Contract Description: The Youth Justice Board is working to create a function that processes all data (knowledge) which can be made available for reporting and interrogation. It is known that the requirements differ across the YJB and that discovery is required

The Buyer: Secretary of State for Justice, on behalf of the Crown

Buyer Address: Ministry of Justice, 102 Petty France, London, SW1H 9AJ

The Supplier: Pieterse Consulting Digital Solutions Limited

Supplier Address: C/O Rodliffe Accounting Ltd, 1 Canada Square 37th Floor, Canary Wharf, London, E14 5AA

Registration Number: 10512094

DUNS Number:

SID4GOV ID:

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 12 August 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 2 Specialists

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 – Not Used
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.7
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors) – Not Used
 - Joint Schedule 7 (Financial Difficulties) – Not Used
 - Joint Schedule 8 (Guarantee) – Not Used
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7
 - Joint Schedule 12 (Supply Chain Visibility) – Not Used

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

- 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) – Not Used
 - 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 16 (Benchmarking) – Not Used
 - Call-Off Schedule 17 (MOD Terms) – Not Used
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 19 (Scottish Law) – Not Used
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-off Schedule 21 (Northern Ireland Law) – Not Used
 - Call-Off Schedule 25 (Ethical Walls Agreement)
 - 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.

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

Call-Off Start Date: 12 August 2022

Call-Off Expiry Date: 11 August 2023

Call-Off Initial Period: 12 Months

Call-Off Optional Extension Period: 3 Months

Minimum Notice Period for Extensions: N/A

Call-Off Contract Value: £108,540 + VAT. This includes the following:

[REDACTED]

Call-Off Deliverables

[REDACTED]

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 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

Capped Time and Materials (CTM)

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

Reimbursable Expenses

[REDACTED]

Payment Method

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

Buyer's Invoice Address

APInvoices-MOJ-U@gov.sscl.com cc [REDACTED]

Ministry of Justice Finance & Accounting
Shared Services Connected Limited

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

PO Box 766
Newport, Gwent
NP20 9BB

Buyer's Authorised Representative

[REDACTED]

Buyer's Environmental Policy

Not applicable.

Buyer's Security Policy

Appended at Call-Off Schedule 9 (Security).

Supplier's Authorised Representative

[REDACTED]

Supplier's Contract Manager

[REDACTED]

Progress Report Frequency

On the first Working Day of each calendar month

Progress Meeting Frequency

Quarterly on the first Working Day of each quarter

Key Staff

Any Workers are engaged as follows:

- (c) an off-payroll worker engaged via an intermediary e.g. the worker's own personal service company,

Workers are engaged outside of IR35 subject to a Status Determination Statement to be issued by the Buyer following an IR35 assessment within 1 months of the Call-Off Start Date.

Key Subcontractor(s)

N/A

Commercially Sensitive Information

N/A

Balanced Scorecard

See Call-Off Schedule 14 (Service Levels and Balanced Scorecard).

Material KPIs

KPI: Partnering behaviours and added value (See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)).

Additional Insurances

Not applicable

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

Guarantee

There's a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract.

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]

Appendix 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: [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]

Key Personnel (Supplier): [REDACTED]

Subcontractors: [REDACTED]

2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: The Youth Justice Board (YJB) is an executive non-departmental public body, sponsored by the Ministry of Justice. The YJB is responsible for:

- using information and evidence to form an expert view of how to get the best outcomes for children who offend and for victims of crime
- advising the Secretary of State for Justice, government departments, local authorities, those working in youth justice services and other organisations about how well the system is operating, and how improvements can be made
- identifying and sharing best practice
- promoting the voice of the child, including taking advice from our youth advisory panel of children and young adults who have current or previous experience of the youth justice system
- commissioning research and publishing information in connection with good practice
- monitoring the youth justice system and the provision of youth justice services
- making grants, with the approval of the Secretary of State, for the purposes of the operation of the youth justice system and services
- providing information technology related assistance for the operation of the youth justice system and services

In executing its responsibilities, the YJB has accumulated a significant amount of knowledge, information and data that it wishes to leverage further to get the best outcomes for children who offend and for victims of crime. The YJB requires business analysis services to carry out discovery work on its centralised data and the ability to query and report against it. The initial focus is on the SharePoint platform (“The Exchange”), MS Power Apps solution and other related systems/processes. The specialist BA will formulate user requirements and perform a gap analysis against available products. All assets are to be created, shared and saved in the YJB Teams App.

Delivery phase(s): Discovery (optional Alpha)

Overview of Requirement: The YJB requires business analysis services to carry out discovery work on its centralised data and the ability to query and report against it. The initial focus is on the SharePoint Platform and MS Power Apps solution but the specialist BA will formulate user requirements and perform a gap analysis against available products. All assets are to be created, shared and saved in the YJB Teams App.

3 Buyer Requirements – SOW Deliverables

Outcome Description:

[REDACTED]

Delivery Plan:

[REDACTED]

Dependencies: To be agreed at the end of the Discovery/As Is Stage.

Supplier Resource Plan: The Supplier is responsible for the performance of Deliverables and achievement of Milestones. The Supplier will be responsible for deploying the required resources to perform the contract.

Security Applicable to SOW:

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems

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

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).

All Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting to the Baseline Personnel Security Standard (BPSS).

Cyber Essentials Scheme:

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

SOW Standards:

Not applicable.

Performance Management: The Call-Off Contract is to be managed against the SOW Deliverables.

Additional Requirements: The Supplier will be required to project manage the Deliverables and provide regular reporting as set out in the Order Form.

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:

Progress Report Frequency - On the first Working Day of each calendar month.

Progress Meeting Frequency - Quarterly on the first Working Day of each quarter.

4 Charges

Call Off Contract Charges:

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

- Capped Time and Materials

The estimated maximum value of this SOW (irrespective of the selected charging method) is **[REDACTED]** including the Contingency Margin.

Rate Cards Applicable: **[REDACTED]**.

Reimbursable Expenses:

None

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:

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

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]

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"> • [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority] <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"> • [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier] <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"> • [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together] <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, • [Insert the scope of other Personal Data provided by one Party]

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

	<p>who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</p> <p>[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	<p>[Be as specific as possible, but make sure that you cover all intended purposes.</p> <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: employment processing, statutory obligation, recruitment assessment etc.]</p>
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]
<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>	[Describe how long the data will be retained for, how it be returned or destroyed]