



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Version 2

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

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Order Form

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

Call-Off Title: **Resettlement Passport**

Call-Off Contract Description: **Resettlement Passport**

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: **Hippo Digital Limited**

Supplier Address: **First Floor, Aireside House, 24-26 Aire Street, Leeds, LS1 4HT**

Registration Number: **09877239**

DUNS Number: **221253893**

SID4GOV ID: **N/a**

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 1 November 2022.

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

Call-Off Lot

Lot 1 – Digital Outcomes

Call-Off Incorporated Terms

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.7
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7

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- Call-Off Schedules for RM1043.7
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - 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) 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

None

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Call-Off Start Date: 1 November 2022

Call-Off Expiry Date: 31 October 2024

Call-Off Initial Period: 2 Years

Call-Off Optional Extension Period: 6 Months

Minimum Notice Period for Extensions: 60 days

Call-Off Contract Value: Up to £4 million pounds excl. VAT

[REDACTED]

Call-Off Deliverables

Overall contractual requirements are outlined in the contract advert:

<https://www.digitalmarketplace.service.gov.uk/digital-outcomes-and-specialists/opportunities/17712>

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

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

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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is no more than **[REDACTED]**

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:

[REDACTED]

Reimbursable Expenses

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

Payment Method

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The payment method for this Call-Off Contract is BACS. The Supplier will issue electronic invoices following the delivery of Sprints, monthly in arrears. The Buyer will pay the Supplier Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off 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]

Shared Services
PO Box 766
Newport, Gwent
NP20 9BB

Buyer's Authorised Representative

Commercial

[REDACTED]

MOJ Digital & Technology

[REDACTED]

Buyer's Environmental Policy

Buyer's Security Policy

Appended at Call-Off Schedule 9 (Security)

Supplier's Authorised Representative

[REDACTED]

Supplier's Contract Manager

[REDACTED]

Progress Report Frequency

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On the first Working Day of each calendar 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)

Not applicable – the Supplier is not using any Subcontractors or Partners in the delivery of the Services.

Commercially Sensitive Information

Supplier’s Commercially Sensitive Information

[REDACTED]

Balanced Scorecard

[Insert See Call-Off Schedule 14 (Service Levels and 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]

Dependencies:

[REDACTED]

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

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relates.

For and on behalf of the Supplier:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

Annex 1 (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.

[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]

- 1 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 Relevant Authority at its absolute discretion.
 - 1.1 The contact details of the Relevant Authority's Data Protection Officer are:
 - 1.2 The contact details of the Supplier's Data Protection Officer are: **[REDACTED]**
 - 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
 - 1.4 Any such further instructions shall be incorporated into this Annex.

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"> ● Any information accessed on Ministry of Justice/HMPPS systems as part of the Services, including: ● MoJ/HMPPS staff information.
Duration of the Processing	<p>For the duration of the Call Off Contract (incl. possible extension period)</p> <p>Any personal data will be processed under GDPR Article 6, 1(e) and Article 9,2 (g) for special category data.</p>
Nature and purposes of the Processing	<p>The purpose of the Processing is for the Services as defined within this Call Off Contract.</p> <p>The types of activities the Supplier is looking to undertake are, including but not limited to:</p> <ul style="list-style-type: none"> ● Work with policy teams to understand intent and goals of resettlement passport and how these can be measured

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	<ul style="list-style-type: none"> • Understand existing work to date through analysis of previous products and services in HMPSS/MoJ • Carry out qualitative research with ex-offender charities, prisoners in prison and prison staff/3rd-parties to understand needs • Create journey maps/service blueprints for different category prisoners including understanding technology decisions made already, future potential integration points, data origins and quality details to meet the needs of ex-offenders/prisoners/prison staff/3rd parties (i.e. landlords, employers) • Identify high-level technical capabilities and gaps to inform alpha buy vs build (or mixture) assessment. <p>From a personal data perspective, it's mainly around the user research that will be performed as part of this engagement.</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>
Type of Personal Data	<ul style="list-style-type: none"> • First Name • Last Name • Job Title • Contact Information (Email and Phone Numbers) • Personal opinions (Leading to identification)
Categories of Data Subject	<ul style="list-style-type: none"> • MoJ/HMPPS Employees • User Research Participants (via consent only) <p>Examples include: ex-offenders, prisoners, 3rd parties (i.e. landlords, employers), members of the public website etc.</p>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<p>For the Supplier to not retain any personal information for their own use and the destruction of the personal data being processing will be: until the earliest of (i) expiry/termination of the Contract or (ii) the date upon which processing is no longer necessary for the purposes of either party performing its obligations under the Contract (to the extent applicable).</p>