



## **Digital Outcomes and Specialists 5 (RM1043.7)**

### **Framework Schedule 6 (Order Form)**

con\_19731 n-Delius Testing

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\_19731 Call-Off Title: Managed Software Testing Services for the National Delius

Call-Off Contract Description: A Managed Testing Service team is required to focus on integration testing and non-functional testing of changes to the Probation Service's National Delius. The team will act as a supporting layer between in-house and 3rd party software development teams and service support and service management teams.

The Buyer: HM Prison and Probation Service (HMPPS)

Buyer Address: 102 Petty France, London, SW1H 9AJ

The Supplier: Version 1 Solutions Limited

Supplier Address: Grosvenor House, Prospect Hill, Redditch, Worcestershire, England, B97 4DL  
Registration Number: 03438874 DUNS Number: 53-634-0334

SID4GOV ID: N/A

### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 01/12/2021

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**

#### **DOS LOT 2**

### **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 6 (Key Subcontractors)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.7

## 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)
  - 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 18 (Background Checks)
  - 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**

The following Special Terms are incorporated into this Call-Off Contract:

**Call-Off Start Date:** 1<sup>st</sup> December 2021

**Call-Off Expiry Date:** Up to 28<sup>th</sup> February 2023

**Call-Off Initial Period:** 18 months. As per Digital Outcomes and Specialists 5 terms and conditions, the initial period is up to 24 months.

**Call-Off Optional Extension Period:** Up to 4.5 months (25% of original term).

**Minimum Notice Period for Extensions:** 60 days

**Call-Off Contract Value:** £1,153,440 excl. VAT

### **Call-Off Deliverables**

See details in Call-Off Schedule 4 (Call-Off Tender) and Call-Off Schedule 20 (Call-Off Specification).

### **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:

- The Supplier and the Supplier's Subcontractor(s) must ensure that all data utilised and gathered during this Call-Off Contract will remain within the United Kingdom for the duration of this Call-Off Contract, and will not be transferred outside of the United Kingdom at any time during the Call-Off Contract or after the Contract End Date. Any hosting facilities for this data must remain in the United Kingdom.

### **Cyber Essentials Scheme**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract. The supplier currently hold cyber essentials which understood to be sufficient for this work. – They do have cyber essentials plus for other customers but not currently for HMPPS - They expect cyber essentials plus for HMPPS to be in place by end of November

### **Maximum Liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is no more than 150% of the £740,000 Estimated Charges in the first 12 months of the Contract.

### **Call-Off Charges**

**[Buyer guidance:** Summarise the Charging method(s) Buyer has selected below and which are incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy):

- 1 Capped Time and Materials (CTM)

**[REDACTED]**

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**

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

### **Payment Method**

Contract is BACS. The Supplier will issue electronic invoices following the delivery of Sprints, monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.

### **Buyer's Invoice Address**

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HMPPS Finance & Accounting  
Shared Services  
PO Box 766  
Newport, Gwent  
NP20 9BB

**Buyer's Authorised Representative**

[REDACTED]

[REDACTED]

[REDACTED]

**Buyer's Environmental Policy**

[REDACTED]

**Supplier's Authorised Representative**

[REDACTED]

**Supplier's Contract Manager**

[REDACTED]

**Progress Report Frequency**

On the first Working Day of each calendar month. Progress reports will also be delivered as part of daily stand-ups and agile ceremonies throughout the Call-Off Contract.]

**Progress Meeting Frequency**

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

**Key Staff**

As set out in respective SOW'S

**Insert Worker Engagement Route (including whether inside IR35)**

Worker Engagement Route (including whether inside or outside IR35 and whether there is a requirement to issue a Status Determination Statement)- The buyer will issue a request for confirmation of how the supplier's workers engaged under this contract will be paid to ensure compliance with HMRC'S IR35 legislation.

The MoJ is required to seek this assurance under chapter 10 ITEPA 2003 where we consider we are engaging workers who will be deemed to be employees for tax purposes under this legislation. We are seeking confirmation that all workers used by the supplier throughout the duration of the contract are directly employed by the supplier, and that all earnings from their engagement with the MoJ will be subject to tax and NICs through the supplier's PAYE system.

Alternatively, if any workers engaged on this contract are off-payroll, (not meeting all of the conditions of employment above), the Supplier will provide all requisite information to the Buyer, (at the outset of the contract and whenever this becomes necessary during the contract), to ensure that the Buyer can fulfil their obligations under off-payroll working legislation in Chapter 10, ITEPA 2003 and Social Security Contributions (Intermediaries)

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Regulations 2000.

To ensure the MoJ complies fully with this legislation, confirmation from the supplier will need to be received, or the issue of appropriate documentation to the supplier and their workers made before payment is made by the supplier to their workers.

### Key Subcontractor(s)

None

### Commercially Sensitive Information

Any and all supplier employee names and contact details

Supplier rate card and individual rates

Supplier proposal content

### Balanced Scorecard

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):

Material KPIs	Target	Measured by
<b>LIVE SERVICE:</b>  User stories or defects agreed at sprint planning that are created in relation to Live Service Incidents should be tested by Version1, (unless agreed out of scope) as per the SLAs included within the contract.	All (in scope) Live Service user stories or defects tested to agreed timescales prior to deployment to the production environment.*	Updates to JIRA tickets to indicate that Testing has been completed by Version1 or agreement that it is out of scope**.
<b>APPLICATION DEVELOPMENT:</b>  Automated and Functional tests will be created for each Service Release to support the deployment to the production environment as per the SLAs included within the contract.	All (in scope) Service Release user stories (and subsequent defects) should be tested to agreed timescales prior to deployment to the production environment.	Updates to JIRA tickets to indicate that Testing has been completed by Version1 or agreement that it is out of scope.
<b>PERFORMANCE:</b>  Each Service Release should go through multiple rounds of Performance testing prior to deployment to the production environment.	A Service Release will be Performance tested at least twice, including the Release Candidate, prior to deployment to the production environment.	Performance Testing will be a criteria of the decision to proceed with a Service Release and will need to have been completed and annotated on the runbook prior to deployment to the production environment.
<b>INTEGRATION:</b>  Any new services that are being integrated with Delius via existing	All (in scope) New Services integrating with Delius should be tested to agreed timescales prior to	Integration Testing will be a criteria of the Acceptance Into Service (AIS) of any new product integration with Delius.

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or new APIs will be tested as per the SLAs included within the contract.	deployment to the production environment.	As part of the AIS process we will confirm all (in scope) testing has been completed from a Delius perspective.
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**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]



## Appendix 1

<b>Date of SOW:</b>	01/12/2021
<b>SOW Reference:</b>	SOW001
<b>Buyer:</b>	HM Prison and Probation Service (HMPPS)
<b>Supplier:</b>	Version 1 Solutions Limited
<b>Release Type(s):</b>	<i>Live</i>
<b>SoW Start Date</b>	<i>01/12/2021</i>
<b>SoW End Date</b>	<i>28/02/2022</i>
<b>Phase(s) of Development:</b>	<i>Live, App Development, Performance and Integration are all streams of work</i>
<b>Release Completion Date:</b>	<i>No specific release. End date is 28 February 2022</i>
<b>Duration of SOW</b>	<i>3 months (64 working days)</i>
<b>Charging Method(s) for this Release:</b>	<i>Capped Time and Materials (CTM)</i>

### Sch 3.2 Key Staff

3.2.1 The Parties agree that the Key Staff in respect of this Project are detailed in the table below.

3.2.2 Table of Key Staff:

<b>Name</b>	<b>Role</b>	<b>Details</b>
Steve Walton	Technical Lead	Technical lead for the project
Mohamed Kashif	Test Manager	Test manager for the project

Should the replacement of any Key Staff become necessary for reasons beyond the control of the Supplier (i.e. illness or leaving the Supplier) leading to Key Staff becoming unavailable or as otherwise required by the Buyer, the Supplier shall nominate replacement(s) with equal or greater capability to continue the role(s).

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**Sch 3.3 Deliverables**

Due Date	Deliverable Description	Dependencies	Owner	Measured by
Prior to individual start dates	7 unlocked (permissions to install applications) MacBook Pro 16 inch Dev version provided for each test engineer (NOTE : not M1 build as there are lots of know issues with JAVA on M1 MacAir Book processors).	As per Dependency Table listed in 3.4.4	HMPPS	Machines with credentials provided to each engineer
Prior to individual start dates	VPN Access provided to all team members	As per Dependency Table listed in 3.4.4	HMPPS	Each engineer can access the VPN
Prior to individual start dates	Access to systems and environments for all team members	As per Dependency Table listed in 3.4.4	HMPPS	Each engineer can access, via the VPN, all required environments
Prior to individual start dates	Access to MOJ email, JIRA, slack and any other communication tools	As per Dependency Table listed in 3.4.4	HMPPS	Each engineer can access, via the VPN, all required tools
First week of the contract	Introduction meetings with all key stakeholders and a walk through of all key systems	As per Dependency Table listed in 3.4.4	HMPSS	Intro meetings setup and held, key systems shown with follow up meetings scheduled as required
Ongoing	User stories have acceptance criteria for functional and non-functional requirements created	As per Dependency Table listed in 3.4.4  In Scope User Stories to be agreed with Buyer and Supplier Senior Manager prior to formal commitment to delivery during Sprint Planning.  Acceptance criteria to be agreed between Buyer and Supplier Senior Manager prior to formal commitment to delivery during Sprint Planning.	HMPPS	All stories agreed for delivery have acceptance criteria created
Ongoing	Each agreed developed user story is tested based on the acceptance criteria	As per Dependency Table listed in 3.4.4	Version 1	All tests have been executed as planned prior to release and a JIRA dashboard is updated to report
Ongoing	Each release has the regression pack run against it, to test the agreed scope	As per Dependency Table listed in 3.4.4  Scope of Regression Pack to be agreed between Supplier Senior Manager and Buyer prior to any formal commitment during Sprint Planning.	Version 1	Regression pack run and updated JIRA Dashboard to show the results

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Ongoing	Each release has the performance pack run against it, to test the agreed scope	As per Dependency Table listed in 3.4.4  Scope of Performance Pack to be agreed between Supplier Senior Manager and Buyer prior to any formal commitment during Sprint Planning.	Version 1	Performance pack run and updated JIRA Dashboard to show the results
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**Sch 3.4 Call-Off Contract Charges**

Total Charges for **SOW001**

**[REDACTED]**

- 3.4.4 Risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges.

Risks	<ul style="list-style-type: none"> <li>Handover from the current supplier has been shortened to one (1) week commencing 02/01/2021 the assumption was one (1) month. The updated costs reflect this reduction of handover. For this SOW the Supplier will deliver the deliverables on a reasonable endeavours basis and is accepted by the Buyer.</li> </ul>
Issues	None known at this juncture.
Dependencies	<ul style="list-style-type: none"> <li>The Buyer to allow the onboarding of SC Supplier eligible staff to undertake the works prior to SC being in place for specific roles where required - onboarding will take place but additional checks will be put in place for those who need access to other systems and do not have SC clearance.</li> <li>The Buyer to progress SC for relevant Supplier staff where required to undertake the role in a timely fashion.</li> <li>The Buyer to outline escalation process should challenges arise regarding access to appropriate resources (e.g., Azure, JIRA, Confluence).</li> <li>Supplier staff are dependent on the Buyer providing access to JIRA, Confluence, Azure or other relevant systems at onboarding and maintaining access throughout the project.</li> <li>Buyer to onboard staff within 10 working days of receipt of all onboarding material (BPSS/DBS/SC Confirmation, Photo ID).</li> <li>Buyer Delivery Managers / Project Manager to inform and agree any change of scope to features with Supplier Senior Manager.</li> <li>The Buyer will provide and will procure that its Third Parties (including contractors/suppliers) provide the Supplier in a timely manner with all co-operation, information, access, materials, equipment, data and support required under this Call-Off Contract and SOW or otherwise reasonably required by the Supplier for the performance of its obligations including</li> </ul>

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	<p>access (remote or otherwise) to suitably configured computer products at such times as the Supplier requests.</p> <p>In the event that the Buyer fails to deliver its obligations under the Agreement, including the items for which the Buyer is responsible, the Supplier shall be entitled to raise a Change Control to compensate for idle time, rework or otherwise resulting from the failure by the Buyer to discharge its obligations in a timely manner and the Buyer shall pay the reasonable costs associated with its failure and all delivery dates shall automatically be extended by any period of delay by the Buyer.</p> <ul style="list-style-type: none"> <li>• Buyer and Buyer Third Parties (including contractors/suppliers) will make themselves available in a timely fashion (within 1 day) to answer any questions the Supplier team may have and respond with accurate information.</li> <li>• Any dependencies that require Buyer input or the input of Buyer Third Parties will be completed 1 working day in advance of when the Supplier Team require it.</li> <li>• Buyer will provide suitable and experienced design (UX, UR, Service Design etc), Architecture, development and management resource for the deliveries during this SOW.</li> <li>• Appropriate Design Documentation and subsequent changes exist for all workstreams</li> <li>• Works to date by the Buyer or their other 3<sup>rd</sup> Party Suppliers have been completed to a good standard and in line with Appropriate Design Documentation and subsequent changes updated the documentation for all work streams</li> <li>• All works will be carried out using Supplier laptops. Where Buyer laptops are required the Buyer will ensure that appropriate laptop(s) have been provided directly to Supplier staff prior to onboarding. Any delay on providing these laptops may result in additional delay charges.</li> <li>• All licences required to undertake the roles will be provided by the Buyer and where the Supplier must procure licences this cost will be borne by the Buyer.</li> </ul>
Contingencies	n/a
Assumptions	<ul style="list-style-type: none"> <li>• All works will be carried out remotely during the delivery of this SoW</li> <li>• Buyer has a mature Azure DevOps pipeline that will allow the continuation of expected development.</li> <li>• Supplier will have access to the environment plus associated systems during core working hours (9-5) and there are currently no known planned outages or maintenance windows.</li> <li>• Unplanned outages may result in a delay to deliverables and may result in Change Control.</li> <li>• Any change in scope will be subject to change control and the Buyer will provide at least four weeks' notice for any agreed change.</li> <li>• There are no critical and/or major defects within the workstreams / services during the time of transition from the previous Suppliers.</li> <li>• The Supplier and Buyer will meet monthly to formalise and agree any and all material changes by way of the Buyer Change Control Process.</li> <li>• <b>The Buyer is closed from the 24 December 2021 to 3 January 2022 inclusive</b> and no delivery will occur unless agree between the Supplier and Buyer.</li> </ul>
Representations	n/a

**Sch 3.6. Agreement of statement of works**

BY SIGNING this SOW, the Parties agree to be bound by the terms and conditions set out herein:

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

Name and title

[REDACTED]

Signature and date

[REDACTED]

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

Name and title

[REDACTED]

Signature and date

[REDACTED]