

RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	Con_24644
THE BUYER:	Ministry of Justice on behalf of the Secretary of State for Justice
BUYER ADDRESS	Ministry of Justice 102 Petty France London SW1H 9AJ
THE SUPPLIER:	Baringa Partners LLP
SUPPLIER ADDRESS:	62 Buckingham Gate, London, SW1E 6AJ
REGISTRATION NUMBER:	OC303471
DUNS NUMBER:	73-329-1509

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 10th February 2025.

It's issued under the Framework Contract with the reference number RM6187 for the provision of consultancy services.

CALL-OFF LOT(S):

Lot 3 – Complex and Transformation

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.

2. Joint Schedule 1(Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- 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)

Call-Off Schedules

- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management) provided that specific assistance required shall be agreed within an applicable Statement of Work
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility)
6. 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.

Supplier terms are not 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 and all Statements of Work:

Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

- (i) specified in this Contract or*
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements*

Special Term 2 – In the Call Off Contract, ‘wilful misconduct’ means conduct by a

party who knows that it is committing, and intends to commit a contractual breach of the Call Off Contract and takes such actions to deliberately and maliciously commit such breach with the intention of causing harm but does not include any act or failure to act insofar as it (i) constitutes mere ordinary negligence; or (i) was done or omitted in accordance with the express instructions or approval of the other party.

Special Term 3 – where a material Default can be remedied then the Buyer shall not terminate the Call Off Contract before giving the Supplier written notice to remedy and the Supplier having failed to remedy within fifteen (15) Working Days of such notice.

Special Term 4 - Draft Deliverables are not intended to be relied upon and any reliance shall be at Buyer's own risk and without liability to Supplier. Supplier accepts no liability for errors in Services and Deliverables provided in reliance upon (i) Client's own provided materials and data or (ii) data from public sources. Supplier shall not be precluded from re-using the methodologies, know-how and skills acquired in the provision of Services. Supplier-branded Deliverables may not be published or released to third party's without Supplier's express written consent.

Call-off start date: 10th February 2025

Call-off expiry date: 10th February 2026

Call-off initial period: 1 Year

CALL-OFF OPTIONAL EXTENSION PERIOD 1 Year + 6 Months

Call-off deliverables:

See details in Call-Off Schedule 20 (Call-Off Specification) which sets out the Buyer's Statement of Requirements. The specific Services shall be provided pursuant to individual statements of work approved and signed by the Parties from time-to-time for each engagement ("**Statement of Work**"). The Statements of Work will be deemed to include the applicable terms and conditions of this Call Off Contract. Each Statement of Work shall be the form of *Appendix 1 – Statement of Work Template*, and will be fully completed, numbered and shall include, at a minimum, the scope of the particular Services (including any agreed milestones and Deliverables), a schedule for performance of the Services, the Call Off Contract Charges for the Services, appropriate assumptions and dependencies and any special terms or conditions applicable to that Statement of Work. Should the content of any Statement of Work conflict with the terms and conditions of this Call-Off Contract, the Statement of Work will take priority over the terms and conditions of this Call-Off Contract. The Supplier shall not be obligated to perform any Services unless Supplier has approved and signed a Statement of Work for the Services.

Security

Short form security requirements apply provided that the Buyer shall not be required

to produce a bespoke Security Management Plan.

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms. The Estimated Year 1 Charges are £8,500,000.

Call-off charges

See details in Call-Off Schedule 5 (Pricing Details). The charges payable for the Services to be provided under a Statement of Work shall be set out in the applicable Statement of Work.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

Payment method

A central purchase order number will be provided by the Authority. All invoices must be sent, quoting a valid purchase order number (PO Number) and Contract reference. You must be in receipt of a valid PO Number before submitting an invoice.

Buyer's invoice address

[REDACTED]

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

Buyer's security policy

Available online at:

[Security Guidance \(justice.gov.uk\)](https://www.justice.gov.uk/security-guidance).

Supplier is a non-technical user.

Supplier's authorised representative

[REDACTED]

Supplier's contract manager

[REDACTED]

Progress report frequency

Report frequency: Every week

Progress meeting frequency

Meeting frequency: Monthly

Key staff

To be defined in each Statement of Work.

Key subcontractor(s)

Rossera Limited

Commercially sensitive information

See Joint Schedule 4

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

Social Value Policy available online at:

[Social Value Policy](#)

Environmental Policy available online at:

[Ministry of Justice and the environment](#)

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)]

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Supplier:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 10/02/2025

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 10/02/2025

Joint Schedule 4 (Commercially Sensitive Information)

What is Commercially Sensitive Information?

- i. In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- ii. Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- iii. Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	[REDACTED]	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]	[REDACTED]
4	[REDACTED]	[REDACTED]	[REDACTED]

Joint Schedule 11 (Processing Data)

Definitions

- i. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Processor Personnel”	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
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Status of the Controller

- ii. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
 - i. “Controller” in respect of the other Party who is “Processor”;
 - ii. “Processor” in respect of the other Party who is “Controller”;
 - iii. “Joint Controller” with the other Party;
 - iv. “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

- iii. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
- iv. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
- v. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - i. a systematic description of the envisaged Processing and the purpose of the Processing;
 - ii. an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

- iii. an assessment of the risks to the rights and freedoms of Data Subjects; and
- iv. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- vi. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - i. Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - ii. ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - 1. nature of the data to be protected;
 - 2. harm that might result from a Personal Data Breach;
 - 3. state of technological development; and
 - 4. cost of implementing any measures;
 - iii. ensure that :
 - 1. the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - 2. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - a. are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
 - b. are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - c. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - d. have undergone adequate training in the use, care, protection and handling of Personal Data;
 - iv. not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - 1. the Controller or the Processor has provided appropriate

- safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - 2. the Data Subject has enforceable rights and effective legal remedies;
 - 3. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - 4. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
- v. at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- vii. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
 - i. receives a Data Subject Access Request (or purported Data Subject Access Request);
 - ii. receives a request to rectify, block or erase any Personal Data;
 - iii. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - iv. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - v. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - vi. becomes aware of a Personal Data Breach.
- viii. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- ix. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - i. the Controller with full details and copies of the complaint, communication or request;

- ii. such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- iii. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- iv. assistance as requested by the Controller following any Personal Data Breach; and/or
- v. assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- x. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - i. the Controller determines that the Processing is not occasional;
 - ii. the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - iii. the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- xi. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- xii. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- xiii. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - i. notify the Controller in writing of the intended Subprocessor and Processing;
 - ii. obtain the written consent of the Controller;
 - iii. enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - iv. provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- xiv. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- xv. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

- xvi. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

- xvii. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

- xviii. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- xix. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- xx. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- xxi. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- xxii. The Parties shall only provide Personal Data to each other:
- i. to the extent necessary to perform their respective obligations under the Contract;
 - ii. in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - iii. where it has recorded it in Annex 1 (*Processing Personal Data*).
- xxiii. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the

requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

- xxiv. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- xxv. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - i. the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - ii. where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - 1. promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - 2. provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- xxvi. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - i. do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - ii. implement any measures necessary to restore the security of any compromised Personal Data;
 - iii. work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - iv. not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- xxvii. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1

(Processing Personal Data).

- xxviii. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 *(Processing Personal Data)*.
- xxix. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

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.

The contact details of the Relevant Authority's Data Protection Officer are:

[REDACTED]

The contact details of the Supplier's Data Protection Officer are:

[REDACTED]

1.1.1.1 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.1.1.2 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	The Authority does not anticipate there to be any processing of personal data. Should this change at any point during the contract, a contract variation and Annex 1 – Processing Personal Data, shall be completed
Duration of the Processing	
Nature and purposes of the Processing	
Type of Personal Data	
Categories of Data Subject	
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	
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Call-Off Schedule 5 (Pricing Details)

[REDACTED]

Call-Off Schedule 15 (Call-Off Contract Management)

Definitions

- i. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Operational Board"	the board established in accordance with paragraph 4.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;

Project Management

- ii. The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- iii. The Parties shall ensure that appropriate resources are made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- iv. Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

2. Role of the Supplier Contract Manager

- i. The Supplier's Contract Manager'(s) shall be:
- i. the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
- ii. able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Supplier's Contract Manager's responsibilities and obligations;
- iii. able to cancel any delegation and recommence the position himself; and
- iv. replaced only after the Buyer has received notification of the proposed change.
- ii. The Buyer may provide revised instructions to the Supplier's Contract Manager(s) in regards to the Contract and it will be the Supplier's Contract

Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

- iii. Receipt of communication from the Supplier's Contract Manager(s) by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

Role of the Operational Board

- i. The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- ii. The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
- iii. In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- iv. Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- v. The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

2. Contract Risk Management

- i. Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- ii. The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

i.the identification and management of risks;

- ii. the identification and management of issues; and
- iii. monitoring and controlling project plans.
- iii. The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

- iv. The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer and the Supplier have identified.

Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below (All can be held remotely):

- Weekly Checkpoint to assess progress against SoW
- Monthly Contract stocktake
- Weekly Director Meeting

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

Title of Request:	MoJ Synergy – Delivery Partner
Estimated Total Value:	£18.33m
Duration of Engagement:	1 + 1 + 0.25 years
Required Commencement Date:	Estimated January / February 2025

1. Introduction

The MoJ Synergy Programme is part of the People Group Directorate and feeds into the wider cross government shared services programme involving DWP, Defra and Home Office. This programme is the result of a strategy launched by Cabinet Office on Government Shared Services in 2021, which outlined the aim to transform the shared services (inclusive of HR, Finance, Procurement and Payroll services) offering across Government.

2. Background to the Requirement

The MoJ requires a delivery partner to support delivery within the cross departmental Synergy programme to implement the published Shared Services Strategy. The programme will look to implement standardised common cloud-based Enterprise Resource Planning (ERP) and back-office services for MoJ and in scope Arms Length Bodies (ALBs).

The programme has recently moved into implementation post signing contracts with the ERP supplier.

The focus will be:

Digital

Data

Business readiness

Functional expertise

User research and transformation . MoJ is looking to optimise this journey and reduce the business change effort around implementation. This partner will report into the MoJ Synergy management team but will work closely with leads from the work areas and the core team in DWP.

3. Requirement

Mandatory	<p>Functional leadership</p> <ul style="list-style-type: none"> - HR - Finance - Commercial - Data - Architecture 	<ul style="list-style-type: none"> • Input into product functionality and associated business benefits for driving enhancements for the functional area. • Provide SME point of contact between business and Synergy Programme for functional area. • Demonstrate knowledge of Oracle Roadmap developments. • Strong industry experience of Operational Processes supported by a SaaS ERP solution. • Work with a multi-disciplined team including stakeholders, design & development teams and technology partners driving progress. • Contributing to improve development approaches and quality of deliverables and benefits realisation. • Detailed knowledge of Oracle Fusion configuration design supporting the ERP solution capabilities and processes • Capabilities and Processes, where suitable experience is required: <ul style="list-style-type: none"> - Accounts Payable - Travel & Expense - Request to Purchase - Purchase order processing - Receipting - Vendor Management - Procurement Master data management - Budget Execution and Control - General ledger accounting - Period and YE close - Cash and Banking management - Statutory reporting - Accounts Receivable - Cash and Banking Management - Tax
Mandatory	Digital support	<ul style="list-style-type: none"> • Build clear understanding of the shared services technology landscape within the MoJ and ALBs in scope, including technology used, contract status, interactions/interoperability, data ownership, and business architecture. • Generate an understanding of how potentially the Shared Services Programme would interact with

		<p>this current landscape, including how interoperability may work, contract will be impacted, what levels of flexibility may exist;</p> <ul style="list-style-type: none"> • Support MoJ by ensuring that future requirements in Synergy align with MoJ Digital strategy and Government Digital Service standards • Ensure the MoJ are supported and fully cognisant of how the technology roadmap will look in the context of the Department and the Shared Service. • Provide technical experts (E.g. architects Technical & solution).
Mandatory	Accessibility	Map out a blueprint of accessibility to ensure quality interaction with Shared Service technologies through effective accessibility for the user.
Mandatory	Transformation Readiness Opportunities (TROs)	Utilising industry best practice and technical expertise support the definition, and the delivery of projects identified as Transformation Readiness Opportunities to support the future move to a future cloud-based SaaS ERP system.
Desirable	Project Management	Support project management needs of MoJ Synergy into the core programme.
Desirable	Business Engagement	Support the programme with the communications and engagement strategy including the ALB's. Change Sponsorship - strategic support for developing sponsorship and change leadership capability
Desirable	Business Engagement	Culture –support the development of cultural frameworks and sponsorship

4. Aims

The overarching benefits of the delivery partner are to support the department throughout the implementation of a cloud-based back-office solution (ERP) and ensure alignment with Synergy and the GSS Strategy. The implementation will enable the department to gain maximum benefit from the new ERP and ensure efficient, effective and user-centric services. A well-planned approach to implementation will enable the MoJ Synergy programme to work collaboratively with different parts of MoJ and its family to ensure that activities are undertaken in a way that aims to minimise disruption to existing business need and operational priorities. This work will enable the MoJ Synergy programme to share key strategic messages with senior leaders on how we will prepare for implementation and why.

5. Objectives (Measurable Outputs)

Project management

Through status reporting supplement the MoJ programme management team in place, providing guidance and support to core implementation and MoJ internal transformation. This will be done via:

- Ensuring MoJ have the governance and working practices in place to support implementation
- Ensure robust plans are in place to support delivery
- Providing knowledge and experience of other ERP Software as a Service (SaaS) implementations to help the department navigate common pitfalls and inform decision making.
- Working with Programme team to support the business (inclusive of in-scope ALBs) on the transformation journey.

Business Engagement

Work with the team to support business change in MoJ and in-scope ALBs. With reporting from each area. Work to develop plans to support both day-to-day impacts and cultural impacts of change.

Digital and Data Support

Work with Justice Digital colleagues to ensure MoJ's family needs are represented through design work and delivery of plans and strategies for MoJ and in-scope ALBs.

- Provide guidance based on best practice and industry leading approach to help MoJ Shared Service identify what its technology and data strategies must deliver from a business perspective.
- Provide guidance on key roles and capabilities.
- Provide guidance on key strategic enablers for data and technology in digital transformation

- Provide guidance based on best practice and industry leading approach to help MoJ Shared Service identify what its technology and data strategies must deliver from a business perspective.

This covers the following areas:

1. Strategy Development

Support Definition of the following set of strategies for Shared Services within MoJ:

- Data Strategy
- Technology Strategy
- Reporting Strategy
- Integration Strategy
- Test Strategy
- Consult on the best practice approach for a MoJ Shared Service Test Strategy. This should include approaches to:
 - Agile Test Management methods (e.g., Kanban)
 - Traditional Test Management methods
 - Automated vs Manual / Hybrid Test methods
 - Tooling
 - Test Management Framework (including tooling, unit testing, system testing, regression testing, defect handling/tracking, reporting)
- Creation of separate MoJ Shared Service Technology and Data strategies
- Creation of an MoJ Shared Service Test Strategy
- Creation of separate Technology and Data Strategy roadmaps to ensure critical activities are prioritised.
- Desirable: Create a synergy between the anticipated Enterprise Reference Architecture Framework and the Technology Strategy

2. Data Cleansing / ETL (Extract, Transform, Load):

- Based on the review of the current Data Migration Strategy, and any associated amendments define a Data Cleansing/ETL solution that will incorporate the following:
 - Data Cleansing/ETL Requirements Elicitation
 - Data Cleansing/ETL Requirements Baselining
 - Data Cleansing/ETL Solution/Technical Specification
 - Data Cleansing/ETL High Level Solution
 - Data Cleansing/ETL Low Level Solution
 - Data Cleansing/ETL Service/Support Pack
- Develop a clear plan for MoJ Shared Service on how it can deliver a robust Data Cleansing campaign. This should include a rich set of analytics and visualisation capabilities in order that MoJ Shared Service can gain better insights into data quality.

3. Data Migration:

- Work with Core team and Service Integrators to develop Data Migration Strategy for MoJ and relevant ALBs that includes:
 - Focus on the approaches to the types of migration, including the pitfalls, considerations, and a recommended approach for MoJ Shared Service
 - Data Synchronisation
 - Testing
 - Data Discovery
 - Roles and Responsibilities
 - Data Validation
 - Data Mapping
- Creation of a Data Migration Plan

4. Integration:

- Work with Justice Digital to define a MoJ Shared Service Integration Framework. This framework should ideally include:
 - Best practice, industry standard and HMG approach to Integration
 - The framework must consider the use of RESTful APIs as the de-facto standard architectural style for communication.
 - SOAP and S/FTP can also be considered, where the use of REST is prohibitive or not available.
 - The framework must consider the relevant security controls for the use of APIs. This should include:
 - API Security Posture
 - Detection and Response
 - Continuous Endpoint Testing
 - API Inventory Analysis
 - Authentication Controls
 - Traffic Analysis (mappings)

Accessibility

Deliver a MoJ Shared Service Accessibility Blueprint

- Designing a blueprint that can be applied to a business/functional area.
- Help define what the existing challenges are in terms of users and their interaction with existing Shared Service technologies.
- To identify best practice
- To help identify who of the large vendors solutions are WCAG 2.1 or above compliant.

Transformation Readiness Opportunities (TRO)

Define strategies and deliver projects identified as Transformation Readiness Opportunities priorities that have been agreed centrally as areas of work that are critical to support the future move to a future cloud-based SaaS ERP system.

The key objectives will be to:

- Provide guidance based on best practice and industry leading approach on design for delivery for any agreed TRO projects.
- To link up and work with MOJ to define how best to take forward any variations specific to MOJ identified from the Common operating Model blueprints following sign off period.
- Design delivery strategies, building upon draft business case to provide a clear detailed design for delivery of TRO project Mobilisation to include for example any scoping and requirements, design of any TOM's and flows analysis of pain points or route causes to assist in avoidance of same for future design. Critical path planning to ensure Business change visibility for impact assessment planning.
- Provide a report on the achievement of clearly defined set of outputs and delivery milestones agreed with MoJ Synergy for TRO projects.
- To support system pilots, designing a TOM (Target Operating Model) for a small business area which can be scalable to a larger operational workforce.
- To provide support with maintenance of the system that is delivered through pilots.
- To support scope which arise from core system design/ new opportunities in the transformation landscape into quantifiable products. This will help inform roadmap priorities and support vision clarification.

6. In Scope, Out of Scope

Scope will vary dependent on plans of the core programme and departmental direction of travel.

7. Location of Assignment

Flexible working, however, team shall attend meetings as required at Ministry of Justice HQ, 102 Petty France, London SW1H 9AJ alongside meetings with the core team in national locations.

8. Service Levels

KPI	Service Level	Service Measure
Statement of Works The Supplier will ensure that each SOW submitted includes all financial and commercial aspects, inline within the contractual dates.	<ul style="list-style-type: none"> Statement of works must include all projects and programmes. This must include all financial and commercial elements to support the Statement of works. This must be in line with the contractual dates stated in the contract. 	100%
Invoices/Payments All invoices must be submitted within 30 working days of each milestone completion and should include all relevant supporting information including Purchase Order number.	<ul style="list-style-type: none"> Invoices must be sent in its entirety to MoJ Synergy Programme With all supporting documentation required to process invoices. Must be submitted in the period it occurs within 5 days of completion. 	100%
Obligations Tracker Submission of obligations tracker is met by the supplier including all reports, finance reports, policy, and statistical updates. These all must be submitted within the quarterly timescales.	<ul style="list-style-type: none"> Each quarter the contractual obligations for that month will be submitted to MoJ Synergy Programme. This must be submitted on the first working day of each month with all relevant documentation. 	100%
Change Variations The Supplier will ensure that all Change Variations are managed and processed within the timescale set out in the contract.	<ul style="list-style-type: none"> Change variations to be managed and processed in a timely fashion. There is a Contract variation tracker submitted to MoJ Synergy Programme monthly. All variations should include detailed on all scope or costs changes. 	100%
Complaints Formal complaints raised by MoJ Synergy Programme.	<ul style="list-style-type: none"> All complaints raised by the MoJ Synergy management, will be fully investigated by the Supplier. The Supplier will formally report back to MoJ Synergy Programme. 	10 working days target.
Service The Supplier will ensure all work packages are signed off first time.	<ul style="list-style-type: none"> All work packages to be signed off first time round. 	99%

	<ul style="list-style-type: none"> Any Exemptions will be approved by MoJ Synergy Programme. Exemptions list to be defined and agreed prior to first month of reporting. 	
Service The Supplier will ensure that the deliverables set out in each SOW is completed.	<ul style="list-style-type: none"> Deliverables to be achieved and completed by Supplier. This must be achieved across all workstreams within the SOW. 	98%
Knowledge Transfer The Supplier will ensure artefacts and knowledge collated as part of its Deliverables are transferred to the Buyer throughout its delivery. The Supplier will ensure that delivery of all Knowledge training sessions and briefings are completed.	<ul style="list-style-type: none"> To ensure that all artefacts are transferred to MoJ Synergy Programme. Knowledge transfer sessions to be delivered by the supplier. To measure the effectiveness of sessions through feedback from participants and report to MoJ Synergy Programme. 	100%

9. Security arrangements for Consultants

- Baseline Personnel Security Standards (of which Disclosure Scotland is a part) are a default requirement in any Consultancy contract.

<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>

Desirable: Counter Terrorist Check (CTC) Clearance

10. Timetable

Timeline will be aligned to the departmental rollout of the core solution. As plans are finalised clear milestones will be set.

11. Exit Arrangements

During the life contract period and as part of the exit process, the provider will conduct a knowledge transfer to the Synergy Programme. This might include, sharing techniques and tools used in providing the Service, fully explaining the rationale for decisions and giving presentations at a 'Learning exchange' or to the programme's Senior Management Team. (Mandatory)

Throughout the contract we expect to jointly develop an exit strategy that includes the following:

- Documentation will need to be delivered throughout the contract, facilitating a synchronous handover.
- A clear outline of activities, milestones and required resources to take delivery in-house.
- Roles, responsibilities and accountabilities for any exit and knowledge transfer activity
- A joint risk registers for exit
- Defined timelines, criteria and standards that each exit and knowledge transfer activity is required to meet.
- A register of assets and transfers including digital, data and knowledge assets and processes, which can be shared internally and across government.

A formal handover session will be setup with the MoJ internal project owner to ensure that hand-over is complete in full, with the closure of the project action log.

Annex A – Template Work Package

1. Work Package (WP) Details

Upon execution, this WP forms part of the Call-Off Contract (reference below). The Parties will execute a WP for each set of Buyer Deliverables and/Services required. Any ad-hoc Deliverables and/or Services requirements are to be treated as individual requirements in their own right and the Parties should execute a separate WP in respect of each, or alternatively agree a Variation to an existing WP. All WPs must fall within the Specification and provisions of the Call-Off Contract. The details set out within this WP apply only in relation to the Deliverables and/or Services detailed herein and will not apply to any other WPs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

Date of WP:	
WP Title:	
WP Reference:	
Function / Area	
Call-Off Contract Reference:	
Buyer:	
Supplier:	
WP Start Date:	
WP End Date:	
Duration of WP:	
Extension? (Y/N)	
Subcontractors (if any):	
Expected costs	
Version #	

Any references in this Work Package to “you” shall be deemed references to the Buyer, and any references to “we” or “us” shall be deemed references to the Supplier. Save as otherwise expressly set out in this letter, defined terms shall have the meaning ascribed to them in the Call Off Contract. For the avoidance of doubt, in the event of any conflict between the terms of this Work Package and the terms of the Call Off Contract, the terms of this Work Package shall prevail.

2. Call-Off Contract Specification – Deliverables Context

WP Deliverables Background: [insert details]

Overview of Requirement: [insert details]

3. Buyer Requirements – WP Deliverables

Objectives and outcomes to be achieved: [insert details]

Scope:

Task	Output	Delivery Date/Acceptance Criteria

Assumptions, Dependencies and Buyer Responsibilities

[insert details]

If deemed necessary for provision of Services and/or Deliverables under this WP, the Buyer will provide all Supplier Staff with laptops and other necessary access prior to the Start Date of the WP.

Data Protection:

Delete as applicable:

For the purposes of this WP, the Supplier is acting as a Data Processor and the scope and nature of the processing by the Supplier is set out in Annex 1 to this WP.
OR

For the purposes of this WP, the Supplier is acting as a Data Controller.

Security Applicable to WP:

[Insert details if any specific security requirements]

4. Charges

Call Off Contract Charges:

The applicable charging method(s) for this WP is invoicing monthly in arrears on the following basis (Time and Materials or Fixed price):

- **Time and Materials**

The Supplier has provided a resource plan for the duration of the WP based on the

Milestones detailed above, rate cards from Call-Off Schedule 5 (Pricing Details) with a T&M total for consideration by the Buyer set out in the table below:

Grade	Workdays	Rate (£ / Day ex-VAT) *	Price (£ ex-VAT)
TOTAL			

OR

- **Fixed Price**

The Supplier has provided a delivery plan for the duration of the WP based on the Milestones detailed above, rate cards from Call-Off Schedule 5 (Pricing Details) with a fixed price total for consideration by the Buyer set out in the table below:

Output / Milestone	Price (£ ex-VAT)
TOTAL	

Reimbursable Expenses:

[insert details (if any expenses are reimbursable)]

5. Signatures and Approvals

Agreement of this WP

BY SIGNING this Work Package, 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:

Title:

Date:

Signature:

For and on behalf of the Buyer









Name:




Title:

Date:

Signature:

CORE TERMS AND ADDITIONAL SCHEDULES

Core Terms	 RM6187-Core-Terms.docx
Joint Schedule 1 (Definitions)	 RM6187-Joint-Schedule-1-Definitions.docx
Joint Schedule 2 (Variation Form)	 RM6187-Joint-Schedule-2-Variation-Form
Joint Schedule 3 (Insurance Requirements)	 RM6187-Joint-Schedule-3-Insurance-Req
Joint Schedule 5 (Corporate Social Responsibility)	 RM6187-Joint-Schedule-5-Corporate-Soc
Joint Schedule 6 (Key Subcontractors)	 RM6187-Joint-Schedule-6-Key-Subcontractors
Joint Schedule 10 (Rectification Plan)	 RM6187-Joint-Schedule-10-Rectification-Plan
Call-Off Schedule 3 (Continuous Improvement)	 RM6187-Call-Off-Schedule-3-Continuous-Improvement
Call-Off Schedule 4 (Call-Off Tender)	[REDACTED]

Call-Off Schedule 5 (Pricing Details)	[REDACTED]
Call-Off Schedule 7 (Key Supplier Staff)	 RM6187-Call-Off-Schedule-7_-Key-Suppli
Call-Off Schedule 9 (Security)	 RM6187-Call-Off-Schedule-9_-Security.d
Call-Off Schedule 10 (Exit Management)	 RM6187-Call-Off-Schedule-10_-Exit-Mana