



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Buyer Title: Electronic Monitoring Digital Delivery Partner.

Ref: con_22142

Version 2

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

Order Form

Call-Off Reference: con_22142

Call-Off Title: Electronic Monitoring Digital Delivery Partner

Call-Off Contract Description: The Electronic Monitoring portfolio is looking for a Digital Delivery Partner to support its transition to new contracts for provision of the service and monitoring technologies. The partner will help ensure service continuity through the transition and realise improvement opportunities created by the new arrangements.

The Buyer: The Secretary of State for Justice on behalf of the Ministry of Justice

Buyer Address: 102 Petty France Westminster London SW1H 9AJ

The Supplier: MadeTech Limited

Supplier Address: 4 O'Meara St, London SE1 1TE

Registration Number: 06591591

DUNS Number: 211199050

SID4GOV ID: N/A

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and 29th March 2023

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

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 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: 03rd April 2023

Call-Off Expiry Date: 02nd April 2025

Call-Off Initial Period: 24 Months

Call-Off Optional Extension Period: 6 Months (25% of increase to contract value)

Minimum Notice Period for Extensions: 6 weeks

Call-Off Contract Value: up to £6,000,000 (inc. VAT)

Call-Off Deliverables

The Electronic Monitoring programme requires a Digital Delivery Partner to support the transition to new contracts for provision of the service and monitoring technologies, augmenting capability and capacity provided by Justice Digital. The partner will help ensure continuity of service through the transition, provide assurance that systems and data are being well managed by service providers, and realise improvement opportunities created by the new arrangements.

Background

Electronic monitoring (EM) is used in England and Wales to monitor compliance with the conditions of a court or prison order. The current service manages around 13,500 device wearers daily, with a ministerial ambition to reach 25,000 by 2025

The service is currently operated by two primary providers. One operates the monitoring centre and field service, while the other provides the monitoring devices and other technology needed to operate the service.

These contracts expire in January 2024 and the work needed to go to market is already well advanced. The transition to the new contractual arrangements is planned to begin mid-2023 in readiness for the anticipated go-live on 1st February 2024.

There have been limited opportunities for transformation and digital innovation within the current contracts, although a number of new initiatives have been launched over the past two years. We have identified opportunities to deliver service improvements through modernisation and better use of data, which have been recognised in the requirements for the future service and aim to realise these via the new contractual arrangements.

Problem to be solved

The Digital Delivery Partner will collaborate with both current and future Electronic Monitoring providers and support us through this critical period of change to:

- Assure the performance, resilience, and security of the current providers' systems to ensure they continue to meet the needs of the service until they can be decommissioned in 2024.
- Support the implementation of the new Future Service contracts and the transition into service, ensuring that service continuity is maintained
- Actively contribute to decommissioning the current providers' systems once the transition to the new arrangements is complete, including provision of support to the data migration process.
- Develop and implement an assurance regime to ensure that systems and data are well managed, meet user needs, and appropriately secured by Future Service providers in-line with MoJ standards
- Build, implement and support digital products that enable the realisation of improvements within the Future Service contracts and are aligned with the MoJ's wider Digital Strategy
- Support the development of appropriate documentation to support and build knowledge across MOJ staff to support contract management of the Future Service

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] [OR Cyber Essentials Plus 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 [REDACTED].

Call-Off Charges

[REDACTED]

Reimbursable Expenses

MoJ to provide MadeTech with their expenses guide.

Payment Method

PO number to be provided by the Buyer to the Supplier as soon as practicable following Call-Off Start Date.

The payment method for this Call-Off Contract is BACS. The Supplier will issue electronic invoices fortnightly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.

Buyer's Invoice Address

SSCL – National Offender Management Service

PO Box 741

Newport

Gwent

NP10 8FZ

email address: [REDACTED]

Buyer's Authorised Representative

Operational Lead

[REDACTED]

Buyer Commercial Lead

[REDACTED]

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Buyer's Environmental Policy

N/A

Buyer's Security Policy

[Security policy framework: protecting government assets - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/protecting-government-assets)

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

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

Key Staff

[REDACTED]

Key Subcontractor(s)

Not Applicable

Commercially Sensitive Information

All Pricing information is Commercially Sensitive

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):

[REDACTED]

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: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

Appendix 1

[Insert The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)].

[Insert Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.]

[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]

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 Buyer at its absolute discretion.

1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED]

1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]

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> <p>Names and email addresses of HMPPS Digital and staff in probation and prisons in order to deliver the service set out in each statement of work.</p> <ul style="list-style-type: none">• forename, middle name(s), surname, preferred pronouns, previous names, age, date of birth, gender identity, nationality, citizenship, status for right to remain in the United Kingdom, status for right to work in the United Kingdom, religion, occupation, name and location of registered home address, name and location of current address, name and previous names and locations of places of employments, work email addresses, personal email addresses, work telephone numbers, personal telephone numbers, job title.• Additional Personal Data may also include; names and locations of current and previous prison/ institution addresses were custodial sentences were served or are being served, custodial sentence terms, including the crime committed, number of sentences being served concurrently, custodial sentence start date, custodial sentence end date, and name and location of prison/institution where the custodial sentence was or is being served, for all custodial sentences for Individual Offenders who have served or are serving a custodial sentence. <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</p>

	<p>is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> • As above. <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"> • As above. <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"> • As above • 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,
Duration of the Processing	Duration of the call-off contract
Nature and purposes of the Processing	<p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.</p>
Type of Personal Data	name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.
Categories of Data Subject	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</p>	<p>MadeTech shall destroy Personal Data as part of preparations for the end of the Contract. The data processor should provide the Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Authority) and erase from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. MadeTech will certify to MoJ that it has</p>

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that type of data	completed such deletion