

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



Crown  
Commercial  
Service

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

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

Version 2

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

## Framework Schedule 6 Statement of Work Template and Call-Off Schedules)

### Order Form

Call-Off Reference: Dos Requirement Ref: 18131 CPS Ref: PR 2022 131

Call-Off Title: **Client-side Partner Capability**

Call-Off Contract Description: The Crown Prosecution Service (CPS) is undergoing a significant amount of transformational change within its mission critical legacy systems. The successful bidder will provide the Digital and Information Directorate (DID) with Client-side Partner Capability

The Buyer: **The Crown Prosecution Service**

Buyer Address: 102 Petty France, Westminster, London, SW1H 9EA, United Kingdom

The Supplier: **NTT Data UK Limited**

[REDACTED]

[REDACTED]

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### Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated [REDACTED] November 2022

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

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

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

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

### Call-Off Lot

Lot 1

### 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

*No special terms (unless set out in Statement of Work(s))*

- 4 The following Schedules in equal order of precedence:

[REDACTED]

- Joint Schedules for RM1043.7
  - Joint Schedule 2 (Variation Form)
  - Joint Schedule 3 (Insurance Requirements)
  - Joint Schedule 4 (Commercially Sensitive Information)
  - Joint Schedule 11 (Processing Data) RM1043.7

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- Call-Off Schedules for RM1043.7
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer) – Part E
  - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
  - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 9 Security – part A
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 25 (Ethical Walls Agreement)
  - Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 3.0.9)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

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Call-Off Start Date: **16<sup>th</sup> November 2022**

Call-Off Expiry Date: **16<sup>th</sup> May 2024**

Call-Off Initial Period: **One year**

Call-Off Optional Extension Period: **6 Month(s)**

Minimum Notice Period for Extensions: **2 Month(s)**

Call-Off Contract Value: **£5,000,000 (Maximum)**

#### **Call-Off Deliverables**

[REDACTED]

#### **Buyer's Standards**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

As per main contract unless otherwise defined and agreed in any subsequent Statement of Work.

#### **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.

#### **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 £2,000,000.

#### **Call-Off Charges**

Charges shall be agreed as part of each Statement of Work

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.

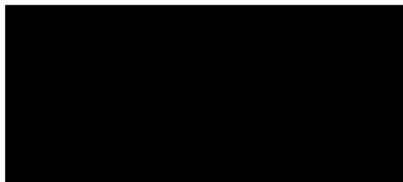
#### **Reimbursable Expenses**

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

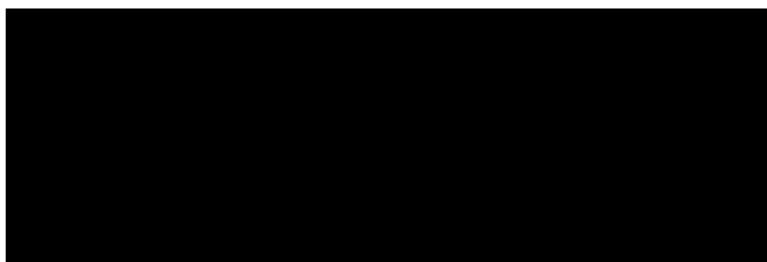
#### **Payment Method**

**BACS**

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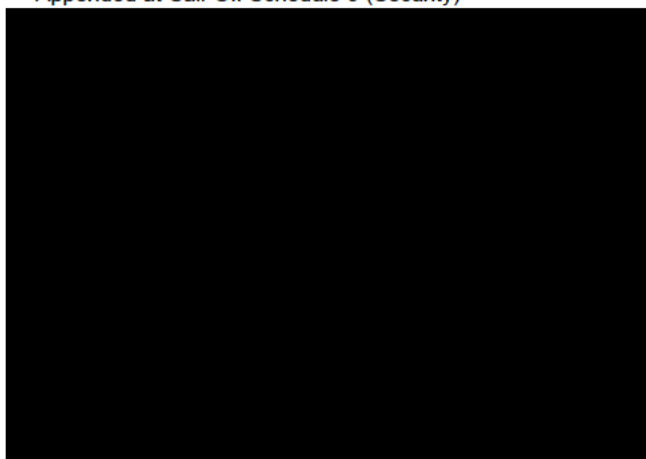


**Buyer's Authorised Representative**



**Buyer's Security Policy**

Appended at Call-Off Schedule 9 (Security)



**Progress Report Frequency**

Reporting under this Call-Off shall as a minimum include;

Title	Content	Format	Frequency
<b>Call-Off Contract Charges]</b>	Actual Charges against Forecast (by SOW) Profiled (by month) Forecast expenditure against plan	Monthly Highlight report	Monthly
<b>Key Subcontractors and supply chain governance</b>	1) List of all Subcontractors, contracts including financial data by SoW 2) Supplier performance statement (by supplier)	Quarterly Account Review report	Quarterly

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<b>Technical</b>	Report of any documentation developed, held, updated including Customer owner and Supplier Custodian.	Quarterly Account Review report	Quarterly
<b>Performance and underperformance management</b>	1) Highlight report by Statement of work to include; a) Key Deliverables against plan, b) SoW Performance against SLA's/KPI's (as applicable) c) updated RADIO Log d) Next month priorities/plan 2) Health Check/Lesson learnt report from each Statement of work	Monthly Highlight Report	Monthly
		Quarterly Account Review Report	Quarterly
<b>Resource plans</b>	Maintained Resource/Delivery Management Plan by statement of work.	Monthly Highlight Report	Monthly

It should be noted that there maybe additional reporting requirements set out in specific Statement of works

**Progress Meeting Frequency**

There will be a monthly progress report that will be conducted within 5 working days of the issue of the Monthly Highlight report. In addition there will be a formal Quarterly Account review meeting that will be held with Day working days of the issue of the Quarterly Account Review report

*Should make a statement that we do not envisage any personnel to be inside IR35 and the supplier will notify use if there is*

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### **Social Value Commitment**

~~[Insert Not applicable]~~ ~~[Or insert]~~ The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

### **Statement of Requirements**

The services to be delivered under this contract will be commissioned through Statements of work utilising the template in Annex one or as otherwise agreed by the parties.

The services that can be called off through this Contract will be as per those specified in the original opportunity as advertised on the Government Digital Market place namely:

**Why the work is being done:** CPS are undertaking considerable digital transformation activity with a view to ensuring that they develop the right next generation technology solutions for CPS core business operations.

CPS have launched a FCT programme that will shape our most critical systems and infrastructure and transition to a new operating model and supporting supplier landscape.

FCT tools will be coming to an end of the critical stage of options identification and technical roadmap development and require a surge in technical and delivery leadership at this critical juncture.

CPS will need to deploy the right level of enterprise and technical architecture required to ensure we maintain the right level of independence from incumbent supplier(s) to drive the Organisational and Digital Transformation Strategy, Planning and Implementation.

CPS are currently managing a significant portfolio of change digital Innovation capability has gained sponsorship and business support to further develop the internal capability to enhance the using experience and operational capability through the deployment of technology/digital solution that drive operational efficiency.

The Client-side Capability Partner working closely with CPS DID leadership and teams to provide the surge in capability and capacity required to bring best practice ways of working, tools, and experience to drive delivery efficiency.

**Problem to be solved:** DiD have a Portfolio of Digital Change projects that are at different stages of delivery and we have existing team in place, but we are looking to have a Client-side Capability Partner to bolster existing project team's capability, provide central enterprise, technical and delivery oversight and assurance and support the implementation of the FCT Programme, Change and Innovation Portfolio.

CPS generally adopt agile ways of working and any Partner we will be expected to support the CPS in the development and adoption of both ways of working and tools to embed efficient and effective delivery practices.

It is envisaged that the CPS will issue Statements of Work (SoW) for different projects, programmes or assignments that will require differing a wide breath of digital skills and experience. Each statement of work will set the outcomes/outputs required, any delivery constraints (location, time, cost etc)

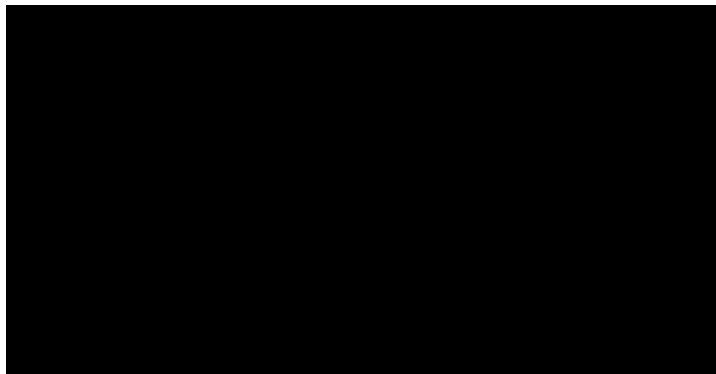
### **Statement of Works**

During the Call-Off Contract Period, the Buyer and Supplier ~~will~~<sup>may</sup> 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.

Add expectations



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**[Buyer guidance:** execution by seal / deed where required by the Buyer]

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## **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.]

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## **Annex 1 (Template Statement of Work)**

### **1 Statement of Works (SOW) Details**

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

**Date of SOW: 16<sup>th</sup> November 2022**

**SOW Title: Future Casework Tools**

**SOW Reference: 22/SW001**

**Call-Off Contract Reference: PR2022/131**

**Buyer: Crown Prosecution Service**

**Supplier: NTT Data**

**SOW Start Date: 16<sup>th</sup> November 2022**

**SOW End Date: 31<sup>st</sup> March 2023**

**Duration of SOW: 4 months 15 days**

**Subcontractors:**

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## 2 Call-Off Contract Specification – Deliverables Context

### SOW Deliverables Background:

**Delivery phase(s):** Discovery and Alpha

#### Overview of Requirement:

Future Casework Tools (FCT) is a Programme of Work that encompasses all the tools our people use to manage, progress and deliver casework, recognising that CMS is the biggest of these. The FCT Programme has been informed by a process review and the strategic goals are:

- Optimising user experiences
- Growing digital skills
- Increasing flexibility and innovation
- Providing reliable performance
- Improving CJS information sharing
- Supporting large or complex cases
- Aiding work management
- Enabling streamlined prosecution processes
- Promoting safe and secure systems
- Enhancing management information insight

The Strategic Outline Business Case (SOC) has been approved and the Outline Business Case (OBC) has been submitted to the Investment Committee. The FCT team in the Crown Prosecution service would like support from the client-side partners through the next phase of this programme enabling us to build strong foundations in the form of programme roadmap and delivery plans to enable us to deliver on short-term or quick win solutions and a pathway to a longer-term, more innovative solution.

Client-side capability, providing necessary technical skills, ensuring effective management of a more diverse supplier landscape, and building enduring internal capability to drive value for money for the FCT programme.

## 3 Buyer Requirements – SOW Deliverables

### Outcome Description:

To provide Strategic support to the FCT programme to support the following;

### Roadmap and Delivery Plan

The Future Casework Tools team in the Crown Prosecution service would like the client-side partner to produce the Roadmap, Programme Plan and Delivery plan for the FCT programme of work by **16<sup>th</sup> December 2022**.

To develop and maintain an overall technical and non-technical delivery roadmap

To lead on the production of visual assets / tools which enable the CPS to:

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- Lead a conversation with colleagues that facilitates the business prioritisation discussion
- Define the key tools that will be available for users as part of our future vision for the case management system
- Identify high level user needs for each and key dependencies between those tools
- Critical path - feasibility of business priorities, sequencing alongside the technical roadmap, to understand what capabilities are created in the optimal order, required dependencies

The delivery plan should focus on casework priorities, with a focus on short-term or quick win solutions and a pathway to a longer-term, more innovative solution.

- facilitating the development of requirements “at pace” across the CPS stakeholders (architecture, Service Management, CMS Management team, Innovation, Commercial and Finance teams and incumbent supplier), to capture a cohesive set of requirements through facilitated workshops and challenge sessions
- putting in place the right PMO function, tools, reporting, governance, and foundations to effectively manage delivery and transition

Have the right enterprise and technical architecture support and assurance to effectively deliver the programme (the development of the Programme Technical and delivery roadmap).

#### Outcomes:

1. Roadmap
  - an individual to know the work/tasks they currently have,
  - an individual to priorities their work
  - an individual to see what is coming in the future to plan ahead
  - surfacing management and performance data to aid analysis and decision making
2. Options & recommendations for short term improvements
3. Options & recommendations for developing a long-term improvements

#### Service design

Storytelling for the organisation on what the art of the possible is, how it will look, feel and when.

#### Delivery Model/Delivery Plan

- To produce a detailed delivery plan, to include resources, who will be delivering what and timescales, taking into account existing governance and making recommendations to optimise delivery to ensure that business benefits are realised at the earliest opportunity.
- To provide expertise in relation to PMO function and best practise

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- To work with the CPS Programme Team on the Programme set up and best practise for delivery – including roles, responsibilities and governance arrangements
- To complete skills gap analysis/internal/external SME's – capacity and capability to deliver
- To manage Agile sprints, sharing skills and knowledge with CMS Programme Team.

#### Target Operating Model

##### RACI

- To develop Team level RACI, working with stakeholders including CMS Team, Innovation, DCF, Common Platform, Operations and Corporate Governance.

#### FCT Programme Delivery /Technical Assurance

- MIS replacement: Establishing the standard and practices necessary so that Future Casework Tools products and data are developed in a way that meets the needs associated with reporting, management information and business intelligence
- Technology guardrails, standards and tooling: Supporting the technology teams in the definition of the guardrails and standards; selection and procurement of the tools that delivery teams will need to consistently deliver secure, reliable software in development, staging and production environments from the start of the programme.

#### Supporting the design and definition of the contract(s) that will enable

- A technical Proof of Concept to
  - A. test the hypotheses that:
    - Replicating data in the cloud enables us to migrate the data into simple, open source databases in stages
    - We can enable the design, delivery and continuous improvement of better user experiences which rely on data which it can access via the cloud
    - We can synchronise newly created data from the cloud into the current production environment to support the continued operation of essential business processes
  - B. Documents the approach to data migration and transformation so that delivery teams can replicate the ...

#### Other options / opportunities

- Digital Case File – capability
- MIS replacement / Future MI – articulating requirements for this
- Defining the future delivery model / target operating model

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#### Security Applicable to SOW:

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

#### Cyber Essentials Scheme:

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

#### SOW Standards:

There are no specific Standards in addition to the main Contract schedules for lot 1.

#### Performance Management:

[Insert details of Material KPIs that have a material impact on Contract performance]

Material KPIs	Target	Measured by

[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]

#### Additional Requirements:

**Annex 1** – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract

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does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

**Key Supplier Staff:**

[Indicate: whether there is any requirement to issue a Status Determination Statement]

**SOW Reporting Requirements:**

[Further to the Supplier providing the management information detailed in Paragraph 6 of Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.	Monthly Highlight Report		
1.1	[insert]	[insert]	[insert]

**4 Charges**

**Call Off Contract Charges:**

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

- [Capped Time and Materials]

The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].

**Rate Cards Applicable:**



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[Insert SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]

**Reimbursable Expenses:**

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

[Reimbursable Expenses are capped at [£[Insert] [OR [Insert] percent ([X]%) of the Charges payable under this Statement of Work.]

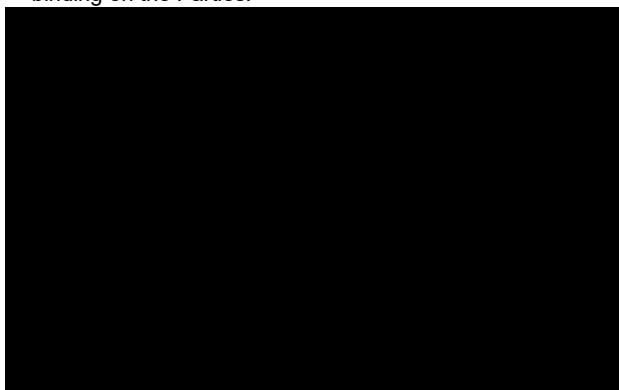
[None]

[Buyer to delete as appropriate for this SOW]

**5 Signatures and Approvals**

**Agreement of this SOW**

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:



## Annex 1

### Data Processing

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</li> </ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</li> </ul> <p><b>The Parties are Joint Controllers</b></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"> <li>• [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></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"> <li>• Business contact details of Supplier Personnel for which the Supplier is the Controller,</li> <li>• 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,</li> <li>• [Insert the scope of other Personal Data provided by one Party]</li> </ul>

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	<p>who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</p> <p><b>[Guidance</b> where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	<p>[Be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</p>
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	[Describe how long the data will be retained for, how it be returned or destroyed]