

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

Order Form

CALL-OFF REFERENCE: **[REDACTED]**

CALL-OFF TITLE: HMPPS Digital Developer Bench Model –
Software Development Services

CALL-OFF CONTRACT
DESCRIPTION: **HMPPS Digital Developer Bench Model – Software Development Services**

THE BUYER: **Secretary of State for Justice, on behalf of the Crown**

BUYER ADDRESS: Ministry of Justice, 102 Petty France, London, SW1H 9AJ

THE SUPPLIER: Opencast Software Europe Limited

SUPPLIER ADDRESS: Unit 2, The Kiln, Hoults Yard, Walker Road,
Newcastle Upon Tyne, NE6 1AB

REGISTRATION NUMBER: 08047734

DUNS NUMBER: 218367197

SID4GOV ID: 218367197

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 30 October 2024

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It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes 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, SOW 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(S): [REDACTED]

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) RM6263
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6263
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties) – **Not Used**
 - Joint Schedule 8 (Guarantee) – **Not Used**
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) – **Not Used**
 - Joint Schedule 12 (Supply Chain Visibility)
 - Joint Schedule 13 (Cyber Essentials)
 - Call-Off Schedules for RM6263
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer) – **Not Used**
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy) – **Not Used**

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- Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliveries)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security) – **Short Form**
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 12 (Clustering) – **Not Used**
- Call-Off Schedule 13 (Implementation Plan and Testing)
- Call-Off Schedule 14A (Service Levels)
- Call-Off Schedule 14B (Service Levels and Balance Scorecard) – **Not Used**
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking) – **Not Used**
- Call-Off Schedule 17 (MOD Terms) – **Not Used**
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 19 (Scottish Law) – **Not Used**
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 21 (Northern Ireland Law) – **Not Used**
- Call-Off Schedule 23 (HMRC Terms) – **Not Used**
- Call-Off Schedule 25 (Ethical Walls Agreement)
- Call-Off Schedule 26 (Secondment Agreement Template)

5. CCS Core Terms (version 3.0.11)

6. Joint Schedule 5 (Corporate Social Responsibility) RM6263

7. Call-Off Schedule 4 (Call-Off Tender)

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

CALL-OFF SPECIAL TERMS

None

CALL-OFF START DATE: 18 November 2024

CALL-OFF EXPIRY DATE: **17 November 2026**

CALL-OFF INITIAL PERIOD: 2 Years

CALL-OFF OPTIONAL
EXTENSION PERIOD: 6 Months

MINIMUM NOTICE PERIOD
FOR EXTENSION(S): 1 Month

CALL-OFF CONTRACT VALUE: **[REDACTED]**

KEY SUB-CONTRACT PRICE: N/A

CALL-OFF DELIVERABLES

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

BUYER'S STANDARDS

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards set out in Framework Schedule 1 (Specification).

The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

- Buyers Conduct Policy
[REDACTED]
- Buyers IT Security Policy

[REDACTED]

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (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

[REDACTED]

CALL-OFF CHARGES

[REDACTED]

The Call-Off Contract Value is an estimate derived from the rate card and the Buyer's approved budget.

The Accountability Model to be used is Self-Directed Teams and/or Rainbow Teams unless agreed otherwise in a Statement of Work.

The Pricing Model to be used is Time and Materials (T&M) and/or Capped Time and Materials unless agreed otherwise in a Statement of Work.

There are no reimbursable expenses.

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

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

None

PAYMENT METHOD

[REDACTED]

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

N/A

BUYER'S SECURITY POLICY

Ministry of Justice IT Security Policy (attached).

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

Monthly on a date set by the Buyers' Project Manager

PROGRESS MEETING FREQUENCY

Monthly on a date set by the Buyers' Project Manager

KEY STAFF

As agreed in Statements of Work

Worker Engagement Status will be inside IR35 unless agreed otherwise in a Statement of Work.

KEY SUBCONTRACTOR(S)

Not applicable

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COMMERCIALLY SENSITIVE INFORMATION

The Supplier tender response (Schedule 4 tender including the Supplier rate card).

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

[REDACTED]

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

STATEMENT OF WORKS

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	[REDACTED]	Date:	[REDACTED]

Appendix 1

[REDACTED]

Annex 1 (Template Statement of Work)

1. STATEMENT OF WORK ("SOW") DETAILS	
<p>Upon execution, this SOW forms part of the Call-Off Contract (reference below).</p> <p>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.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>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.</p>	
Date of SOW:	[REDACTED]
SOW Title:	[REDACTED]
SOW Reference:	[REDACTED]

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Call-Off Contract Reference:	
Buyer:	The Ministry of Justice
Supplier:	Opencast Software
SOW Start Date:	11/11/2024
SOW End Date:	11/05/2025
Duration of SOW:	6 months
Key Personnel (Buyer)	Neil Morris Paul Coupe
Key Personnel (Supplier)	Laura Shuttleworth Stephanie Agyei-Tabi
Subcontractors	N/A

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT

SOW Deliverables Background	HMPPS is split into two major divisions – Prisons and Probation – each of which is further split into several service areas which each have multidisciplinary agile teams working on specific services. These service teams require additional development support provided under this framework.
Delivery phase(s)	Discovery, Alpha, Beta and Live (all delivery phases are in scope of this Statement of Work as there are multiple projects at different delivery phases).
Overview of Requirement	<p>HMPPS' strategic vision is to empower staff and those in our care with modern, efficient digital solutions that enhance service quality and focus on individual needs.</p> <p>This strategy is driven by core objectives: providing staff with up-to-date IT tools to work effectively and collaboratively, simplifying legacy systems to reduce administrative burden, and equipping people in our care with technology that supports rehabilitation. Additionally, we aim to make video conferencing widely accessible to foster strong rehabilitative connections among people in prison, on probation, and their support networks. By capturing, storing, and sharing high-quality data, we enable faster, more informed decision-making across our services.</p> <p>The requirement is to support the delivery of the HMPPS Strategy by increasing the Government Digital and Data (GDD) resources within the department to progress Deliverables that improve the legacy technical estate as well as implementing new policy changes and developing new digital products.</p> <p>HMPPS Digital requires the support of a 3rd Party Partner to provide temporary additional resources in the form of DDaT specialists. The DDaT specialists are to be organised into a Delivery Team that is mobilised, monitored and performance managed by the Supplier. The Delivery Team will take ownership of Deliverables that support the delivery of the strategy. They will be part of multi-disciplinary teams across multiple service areas that share accountability for delivery.</p>

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Accountability Models	<p><i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i></p> <p><i>Sole Responsibility:</i> <input type="checkbox"/></p> <p><i>Self Directed Team:</i> <input type="checkbox"/></p> <p><i>Rainbow Team:</i> <i>X</i></p>

3. BUYER REQUIREMENTS – SOW DELIVERABLES			
Outcome Description	<p>The specific requirement for this Statement of Work is the provision of Software Development Services and other services that are required to deliver the following projects from the Prison and Probation Roadmaps:</p> <ul style="list-style-type: none"> • Interventions • Probation in Court • Sentence Planning • Manage a Workforce • Reducing Reoffending • Security and Intelligence • Activities and visits • Supporting Prisoner wellbeing • Manage Custody • Foundations - Connect DPS and HMPPS Auth and Audit • Manage Safety • Live Support – Maintenance, SRE 		
Milestone Ref	Milestone Description	Acceptance Criteria	Due date

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MS01	Onboarding clearance processes completed	Tasks completed that constitute clearance to onboard in accordance with Schedule 20 Specification 3.3 Onboarding	5/11/2024																								
MS02	Project mobilisation completed	Project mobilisation tasks completed including: <ul style="list-style-type: none"> Detailed engagement objectives shared with delivery team Documented ways of working Introductions and knowledge acquisition from SMEs or existing team members Full access to all required tech completed Reporting cadence identified and agreed Reporting formats shared by Supplier 	8/11/2024																								
MS03	Operational Board	Operational Board implemented in accordance with Schedule 20 Specification 3.5 Contract Management	8/11/2024																								
Delivery Plan	The Supplier will provide a delivery team in accordance with Call-Off Schedule 20 (Specification) and the requirements in this Statement of Work.																										
Dependencies	The Supplier will require the Buyer to comply with the following obligations: <ul style="list-style-type: none"> Site, system and kit access: Ensuring the Supplier has the right level of access to Buyer sites (e.g. London/Birmingham sites), the relevant kit is available ahead of starting with correct system/software/tooling access Access to Buyer stakeholders: To ensure correct visibility in meetings to allow appropriate agreements/sign-offs and for review of work carried out in agile ceremonies such as Show&Tells Onboarding/induction information: Any relevant information that can be known as part of pre-onboarding e.g. existing Buyer team structure, preferred office/meeting days, will be shared with the account manager at the earliest convenience Profile reviews: Having prompt reviews/decisions from the Buyer on potential consultants so the Supplier can allocate at pace and mobilise within SLAs Prompt access to project level information: E.g. standard operating procedures, coding standards and WoW to help pre-onboarding activities so consultants can be impactful from day one. 																										
Supplier Resource Plan	The Supplier will provide a delivery team in accordance Call-Off Schedule Specification to be deployed on the following Buyer projects: <table border="1"> <thead> <tr> <th>Project</th><th>Role Title</th><th>Skillset / Vetting Requirement</th><th>SFI A Level</th></tr> </thead> <tbody> <tr> <td>Find and refer an intervention</td><td>Senior developer (PRP-057)</td><td>Back end. SC required (BPPS fine to start with)</td><td>5</td></tr> <tr> <td>Find and refer an intervention</td><td>Senior developer (PRP-059)</td><td>Front end. SC required (BPPS fine to start with)</td><td>5</td></tr> <tr> <td>Deliver and manage an intervention</td><td>Senior developer (PRP-010)</td><td>Front end. SC required (BPSS find to start with)</td><td>5</td></tr> <tr> <td>Probation in Court</td><td>Developer (PRP-024)</td><td>Front end. BPPS.</td><td>4</td></tr> <tr> <td>Sentence Planning</td><td>Senior developer</td><td>Front end. SC required</td><td>5</td></tr> </tbody> </table>			Project	Role Title	Skillset / Vetting Requirement	SFI A Level	Find and refer an intervention	Senior developer (PRP-057)	Back end. SC required (BPPS fine to start with)	5	Find and refer an intervention	Senior developer (PRP-059)	Front end. SC required (BPPS fine to start with)	5	Deliver and manage an intervention	Senior developer (PRP-010)	Front end. SC required (BPSS find to start with)	5	Probation in Court	Developer (PRP-024)	Front end. BPPS.	4	Sentence Planning	Senior developer	Front end. SC required	5
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Framework Ref: RM6263

Project Version: v1.0

Model Version: v3.7

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		(ARNS-036)	(BPSS find to start with)	
	Probation in Court / Manage a workforce	QAT (PRP-040)	BPSS	5
	Prison Education / Reducing reoffending	Senior Developer (LRS-001)	Back end. SC required (BPPS fine to start with)	5
	Prison Education / Reducing reoffending	Senior Developer (LRS-002)	Back end. SC required (BPPS fine to start with)	5
	Prison Education / Reducing reoffending	Senior Developer (LRS-003)	Back end. SC required (BPPS fine to start with)	5
	Prison Education / Reducing reoffending	Senior Developer (LRS-004)	Front end. SC required (BPPS fine to start with)	5
	HMPPS Auth and Audit	Senior Developer (PS-149)	Back end. SC required (BPPS fine to start with)	5
Security Applicable to SOW:	<p>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).</p> <p>[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW: <i>[insert if necessary]</i>]</p>			
Cyber Essentials Scheme	<p>The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).</p>			
SOW Standards	<p>[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules))]</p>			
Performance Management	<p>[Insert details of Material KPIs that have a material impact on Contract performance]</p> <p>[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]</p>			
Additional Requirements	<p>Annex 1 – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex1 attached to this Statement of Work.</p>			

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

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Worker Engagement Status	Supplier Staff are Inside IR35.
[SOW Reporting Requirements:]	[Further to the Supplier providing the management information detailed in 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:]

4. CHARGES	
Call Off Contract Charges	[REDACTED]
Rate Cards Applicable	[REDACTED]
Financial Model	Time and Materials or Capped Time and Materials financial model will apply.
Reimbursable Expenses	None.

5. SIGNATURES AND APPROVALS

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Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the

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Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:	
For and on behalf of the Supplier	[REDACTED]
For and on behalf of the Buyer	[REDACTED] [REDACTED] [REDACTED] [REDACTED]

ANNEX 1

[REDACTED]

