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Commercial  
Service

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

### **Core Terms and Framework Schedules**

Version 2

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

### Order Form

**Buyer guidance:** This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block.

It is important that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

**Call-Off Reference:** 7F-2022-I062 17173

**Call-Off Title:** Analytics for Everyone (A4E) Data Analytical Project

### Call-Off Contract Description:

Essex Police is seeking a new partner to work with the force and KPMG to develop Analytics for Everyone, an enterprise-wide data analytics platform using Power Bi to democratize data across the force, by designing and building new products and dashboards over the next two years.

**The Buyer:** Essex Police

**Buyer Address:** 7F Commercial Services Essex Police HQ  
Sandford Rd  
Springfield  
Chelmsford CM2 6DA

**The Supplier:** Agilisys Ltd

**Supplier Address:** Scale Space  
2nd Floor Imperial Collage White City Campus,  
58 Wood Lane  
London W12 7RZ

**Registration Number:** 04327369

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

### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated **1<sup>st</sup> August 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 : 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 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)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 20 (Call-Off Specification)

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:

**Special Term 1:** The Supplier does not warrant the accuracy or completeness of the Buyer provided information and/or data, unless there is a specific activity for the Supplier to validate the information supplied and this is funded and mutually agreed by the parties in a respective Statement of Work. The Supplier is dependent upon the Buyer providing accurate information and detailed requirements in accordance with the Buyer dependencies and as agreed in each Statement of Work. This statement overrides Clause 2.7, 2.8 and 2.9 of the CCS Core Terms as they are not applicable in this instance.

**Special Term 2:** Call Off Schedule 5, Clause 1.1.2c: Within the overall fixed price offered the Supplier has not included any specific "Contingency Margin" to accommodate changes to the Statement of Work deliverables, a mechanism can be mutually agreed as part of agreeing a Statement of Work, if required.

**Special Term 3:** CCS Core Terms, Clause 10.6.2 (re-procurement costs) shall not apply to this Call Off Contract]

**Special Term 4:** The parties agree that the services to be performed will not constitute a Relevant Transfer to which the Employment Regulations will apply on entry or exit. The Supplier reserves the right to revalidate the Charges if TUPE applies on entry.

**Special Term 5:** CCS Core Terms, Clause 8.3 (a): Liability for wilful misconduct shall be limited within the Maximum Liability cap agreed for this Call Off Contract.

**Special Term 6:** CCS Core Terms, Clause 5.1 (b) entitles the Supplier to recover reasonable and proven additional costs within an "expenses" claim.

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

**Special Term 7:** CCS Core Terms, Clause 10.4.1: Prior to a Call Off Contract terminating for a Supplier breach, if the breach is capable of remedy, the Supplier will be given an opportunity to remedy within 30 days of the date of notification of the breach (or period agreed by the parties) before termination can occur.

**Special Term 8:** CCS Core Terms, Clause 11.2 and the Data Protection Liability Cap both shall be amended as set out the Maximum Liability section below.

**Special Term 9:** Call-Off Schedule 10 (Exit Management) – any consultancy support and/or provision of an Exit Plan will be subject to mutual agreement by the parties if required within an individual Statement of Work.

**Special Term 10:** Call-Off Schedule 13 (Implementation Plan and Testing): Delay Payments and Time of the Essence are not applicable.

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

Call-Off Start Date:	01 August 2022
Call-Off Expiry Date:	30 September 2024
Call-Off Initial Period:	2 Years
Call-Off Optional Extension Period:	Nil
Minimum Notice Period for Extensions:	n/a
Call-Off Contract Value:	Year 1 – Maximum of £350,000 excluding VAT (subject to the number and complexity of each SOW)  Year 2 – Maximum of £350,000 excluding VAT and subject to secured funding from Essex Police

### Call-Off Deliverables

The Call-Off Deliverables will be defined in each SOW.

### 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:

**Non Functional Requirements (NFRs):** The Buyer has stated Non Functional Requirements as part of the tender and the Agilisys tender response has been developed to meet these. While the Supplier's recommended approach is to develop in the existing KPMG environment, the Supplier recognise that at this stage it is not known whether this will be the agreed approach going forwards, or whether we may the Supplier may be required to carry out development activity in our environment. The Supplier can therefore confirm that, should we be required to develop in our the Supplier's own environment, we have not identified any criteria within the technical NFR document that we would be unable to meet.

Final NFRs (including relevant Policies and Standards) shall be confirmed in each Statement of Works prior to the commencement of any build activity.

Technical NFRs relating to service management; the requirement as currently specified does not include the need for service management provision, however the Supplier would be happy to explore this further should the requirement arise and can confirm we have the capability to deliver against the service management NFRs provided by the buyer at tender stage.

### 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** upon request .

### Maximum Liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 and 11.6 of the Core Terms as amended by the Framework Award Form Special Terms and this Call-Off Contract.

The Supplier's total aggregate liability under Clause 11.2 and the Data Protection Liability Cap referred in Clause 11.6 shall in no event exceed 125% of the Estimated Yearly Charges

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £350,000.

### **Call-Off Charges**

- 1 Time and Materials (T&M) - The Supplier has quoted Time and Materials for Phase 1 (Discovery) and Time and Materials to support the further phases which is subject to mutual agreement of individual Statement of Work(s) for each phase. Each Statement of Work will mutually agree and detail the scope, deliverables, Time and Materials and specific obligations for each party, as outlined in the Call Off Deliverable section above.

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**

The work will be delivered remotely, although the Supplier will support ad-hoc meetings at the Buyer's offices in London (at nil additional cost to the Buyer) where required and travel restrictions allow. For any other specific travel requests, these will be pre-agreed between the parties, including any associated costs within each respective Statement of Work.

### **Payment Method**

The payment method for this Call-Off Contract is BACS

The Supplier will issue electronic invoices monthly in arrears in accordance with the Milestone Payment Plan to be mutually agreed in each individual Statement of Work. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.

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

To be confirmed

### **Buyer's Authorised Representative**

Jennifer Housego  
Head of Digital Change  
07786 113331  
Jennifer.Housego@essex.police.uk  
Essex Police HQ, Sandford Rd, Springfield, Chelmsford CM2 6DA

### **Buyer's Environmental Policy**

Not applicable

### **Supplier's Authorised Representative**

Louise Ah Wong  
Senior Partner  
07515 855197  
Louise.Ah-Wong@agilisys.co.uk

### **Supplier's Contract Manager**

Alma Fisher



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

Commercial Manager  
07557568032  
alma.fisher@agilisys.co.uk

**Progress Report Frequency**

As agreed in each individual SOW but no less than monthly

**Progress Meeting Frequency**

As agreed in each individual SOW but no less than monthly

**Key Staff**

Richard Walker –Partner, richard.walker@agilisys.co.uk; 07790804919

James West – Police & Justice Sector Lead, [james.west@agilisys.co.uk](mailto:james.west@agilisys.co.uk); 07977 921901

Kate Hemstock – Senior Data and Insight Consultant, kate.hemstock@agilisys.co.uk;  
07531086439

**Key Subcontractor(s)**

Not Applicable

**Commercially Sensitive Information**

Commercially Sensitive Information	For the period expiring after the period below
Supplier Tender response where it refers to; <ul style="list-style-type: none"><li>• Client references and/or work done for other clients;</li><li>• Agilisys named personnel;</li><li>• any other aspects that the parties agree whilst recognising the Authority's statutory obligations under the Freedom of Information Act 2000</li></ul>	Indefinitely

**Balanced Scorecard**

Not Applicable

**Material KPIs**

KPI to be agreed upon each Statement of Work

**Additional Insurances**

Not applicable

**Guarantee**

Not applicable

**Social Value Commitment**

The Supplier agrees to commit 1% of the fees to Social Value Commitment in providing the


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Deliverables and performing its obligations under the Call Off Contract.

**Statement of Works**

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

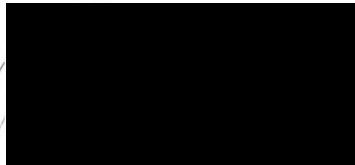
**For and on behalf of the Supplier:**

Signature:   
Name: Louise Ah-Wong  
Role: Chief Operating Officer  
Date: Jul 26, 2022

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

Name: Roger Hirst  
  
Title: Police, Fire & Crime Commissioner for Essex  
  
Date: 25th July 2022

Signature:



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

## **Appendix 1**

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form.



Agilisys SOW Essex  
A4E Mob and Disco.d

## **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:**

**SOW Title:**

**SOW Reference:**

**Call-Off Contract Reference:**

**Buyer:**

**Supplier:**

**SOW Start Date:**

**SOW End Date:**

**Duration of SOW:**

**Key Personnel (Buyer):**

**Key Personnel (Supplier):**

**Subcontractors:**

## 2 Call-Off Contract Specification – Deliverables Context

**SOW Deliverables Background:** [Insert details of which elements of the Deliverables this SOW will address]

**Delivery phase(s):** [Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]

**Overview of Requirement:** [Insert details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery]

## 3 Buyer Requirements – SOW Deliverables

**Outcome Description:**

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01			
MS02			

**Delivery Plan:**

**Dependencies:**

**Supplier Resource Plan:**

**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).

[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:

[Insert if necessary] ]

**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:**

[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)]

**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 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:**

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)

[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.	[insert]		
1.1	[insert]	[insert]	[insert]

**4 Charges**

**Call Off Contract Charges:**

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

- [Capped Time and Materials]
- [Incremental Fixed Price]
- [Time and Materials]
- [Fixed Price]
- [2 or more of the above charging methods]

[Buyer to select as appropriate for this SOW]

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

**Rate Cards Applicable:**

**[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:

**For and on behalf of the Supplier**

Name:

Title:

Date:

Signature:

**For and on behalf of the Buyer**

Name:

Title:

Date:

Signature:

## Annex 1

### Data Processing

No personal data will be processed under the first Statement of Works. For subsequent Statements of Work, the requirement for a DPIA shall be assessed and where relevant completed.

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</li> </ul>



	<p>of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</p> <ul style="list-style-type: none"> <li>• <b>[Insert</b> the scope of other Personal Data provided by one Party 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]</li> </ul> <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]

