

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

Call-Off Ref: RM1043.8

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### **Order Form**

Call-Off Reference: itt30066 Business Analysis for Digital Probation Service Technical Discovery [REDACTED]

Call-Off Title: Business Analysis for Digital Probation Service Technical Discovery

Call-Off Contract Description: Provide Business Analysis to conduct a technical analysis of the data needed and systems used to manage people in custody and community.

The Buyer: **The Secretary of State for Justice on behalf of Her Majesty's Prison and Probation Service**

Buyer Address:

**The Ministry of Justice**

**201 Petty France,  
London**

**W1H 9AJ**

The Supplier: **CMC Partnership Consultancy Ltd**

Supplier Address:

**Excalibur House  
Priory Drive  
Langstone  
Newport  
NP18 2HJ**

Registration Number: **11458998**

DUNS Number: **224223437**

SID4GOV ID: **10582796**

### **[Buyer guidance:**

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 essential 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.]

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### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated **[Insert date of issue]**.

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes 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**

Digital Outcomes 6 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) RM1043.8
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.8
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors) **[Optional]** N/A
    - Joint Schedule 7 (Financial Difficulties) **[Optional]** N/A
    - Joint Schedule 8 (Guarantee) **[Optional]** N/A
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.8
    - Joint Schedule 12 (Supply Chain Visibility) **[Optional]** N/A

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- Call-Off Schedules for RM1043.8
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer) [**Optional**] N/A
  - 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) [**Optional**] N/A
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 12 (Clustering) [**Optional**] N/A
  - 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 16 (Benchmarking) [**Optional**] N/A
  - Call-Off Schedule 17 (MOD Terms) [**Optional**] N/A
  - Call-Off Schedule 18 (Background Checks) [**Optional**] N/A
  - Call-Off Schedule 19 (Scottish Law) [**Optional**] N/A
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 21 (Northern Ireland Law) [**Optional**] N/A
  - Call-Off Schedule 23 (HMRC Terms) [**Optional**] N/A
  - Call-Off Schedule 25 (Ethical Walls Agreement) [**Optional**] N/A
  - Call-Off Schedule 26 (Cyber Essentials Scheme) [**Optional**] N/A

5 CCS Core Terms (version 3.0.11)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

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.

**[REDACTED]**

### Call-Off Special Terms

[None]

Call-Off Start Date: 3<sup>rd</sup> August 2023

Call-Off Expiry Date: 31<sup>st</sup> January 2024

Call-Off Initial Period: 6 Months

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Call-Off Optional Extension Period: 3 Months

Minimum Notice Period for Extensions: 1 Month

Call-Off Contract Value: £369,930

### **Call-Off Deliverables**

[REDACTED]

### **Warranty Period**

[REDACTED]

[**Buyer guidance:** Clause 3.1.2 of the Core Terms provides a default warranty period for Deliverables of at least 90 days from Delivery against all obvious defects. However, digital and Software Deliverables warranty periods need to be expressly stated to ensure clarity of the Buyer's requirements]

### **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:

[REDACTED]

### **Cyber Essentials Scheme**

[REDACTED]

### **Maximum Liability**

[REDACTED]

### **Call-Off Charges**

[REDACTED]

[REDACTED]

### **Call-Off Contract Rate Card**

[REDACTED]

### **Reimbursable Expenses**

[REDACTED]

### **Payment Method**

[REDACTED]

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**Buyer's Invoice Address**

[REDACTED]

[apinvoices-moj-u@gov.sscl.com](mailto:apinvoices-moj-u@gov.sscl.com)

**Buyer's Authorised Representative**

[REDACTED]

**Stakeholder's Authorised Representative**

[REDACTED]

**Buyer's Environmental Policy**

[Ministry of Justice and the environment - GOV.UK \(www.gov.uk\)](https://www.gov.uk)

**Buyer's Security Policy**

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

**Supplier's Authorised Representative**

[REDACTED]

**Supplier's Contract Manager**

[REDACTED]

**Key Staff**

[REDACTED]

**Key Subcontractor(s)**

[REDACTED]

**Commercially Sensitive Information**

[REDACTED]

**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]

**Service Credits**

Not applicable

**Additional Insurances**

Not applicable

**or insert** details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)]

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### **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:**

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.]

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

**[REDACTED]**



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### Annex 1 – N/A – All managed via buyer

#### 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 who is Controller to the other Party who will separately determine</li></ul>

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	<p>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.]
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	[Describe how long the data will be retained for, how it be returned or destroyed]