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## **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)**

### **Order Form**

**Call-Off Reference:** 16227

**Call-Off Title:** HMPPS Digital and Her Majesty's Prison and Probation Service

Call-Off Contract Description: HMPPS Digital requires a specialist Agile Programme Delivery Manager to oversee, enable and coordinate delivery of an 18 months road map of work in Probation, including for the Probation Reform Programme, across approximately 12 Agile delivery teams.

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

**Buyer Address:** 10 South Colonnade, London, E14 4PU

**The Supplier:** Fujitsu Services Limited

**Supplier Address:** 22 Baker Street, London, W1U 3BW

**Registration Number:** 96056

**DUNS Number:** 21-015-4381

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### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 20th June, 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 2: Digital Specialists

### **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 6 (Key Subcontractors)
    - Joint Schedule 10 (Rectification Plan)
    - 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)
  - 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 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - 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**

[None]

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Call-Off Start Date: 20th June, 2022

Call-Off Expiry Date: 19th December, 2023

Call-Off Initial Period: 18 months

Call-Off Optional Extension Period: Up to 1 year

Minimum Notice Period for Extensions: 1 Month

Call-Off Contract Value: £316,800 + VAT [REDACTED]

### **Call-Off Deliverables**

Name of Deliverable: Provision of Digital specialist (Programme Delivery manager)

Quantity: 1

Delivery date: 20th June, 2022

Location: Remote working with occasional in-person meetings (subject to COVID guidelines) principally in Sheffield (S3 7DQ) and London (SW1H 9AJ)

### Details/Outcomes:

1. Delivery of the roadmap, including knowledge transfer, and transfer of ownership ongoing.  
Implementation of a new demand process.
2. Establishment of a delivery operations function to enable quality delivery at pace (finance, commercial, governance, reporting, workforce planning).
3. Continuously improving the Agile authority to operate process meeting the needs of teams, and the governance framework within which they sit.
4. Team members capability building to ensure digital services get into the hands of users earlier increasing their readiness to operate from beta phase onwards.
5. Creating and delivering playbooks on delivery operations and authority to operate, so as to enable knowledge transfer and exit.

### **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:

N/A

### **Cyber Essentials Scheme**

N/A

### **Maximum Liability**

The limitation of liability for this Call-Off Contract is the 100% of the total charges under this Call Off.

*In respect to Clause 11.6 of the Core Terms, the Data Protection Liability Cap for this Call-Off Contract is £1 million or 100% of the total charges under this Call Off, whichever is the*

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*greater.*

[REDACTED]

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

[REDACTED]

#### **Reimbursable Expenses**

MoJ will reimburse Travel and subsistence expenses related to the costs incurred during business travel, accommodation and meals.

#### **Payment Method**

The payment method for this Call-Off Contract is BACS.

The Supplier will issue electronic invoices in arrears monthly. The Buyer will pay the Supplier within [30] days of receipt of a valid invoice.

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

Newport SSCL - Ministry of Justice  
PO Box 743  
Newport  
NP10 8FZ

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

[REDACTED]

[REDACTED]

[REDACTED]

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

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

#### **Buyer's Security Policy**

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

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

[REDACTED]

[REDACTED]

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[REDACTED]  
[REDACTED]

22 Baker Street, London, W1U 3BW

**Supplier's Contract Manager**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

22 Baker Street London W1U 3BW

**Progress Report Frequency**

On the first Working Day of each calendar month (details to be agreed between Fujitsu (REDACTED) and MoJ (REDACTED))

**Progress Meeting Frequency**

On the first Working Day of each calendar month between Fujitsu & MoJ

**Key Staff**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Worker Engagement Route – As determined by the MOJ Tax team, This engagement falls **Inside** the scope of the Intermediaries legislation, and the condition at section 61M(1)(d) ITEPA 2003 and regulation 13(1)(d) SSCIR 2000 is met. Status determination Letter attached below:

[REDACTED]

**Key Subcontractor(s)**

[REDACTED]

**Commercially Sensitive Information**

N/A

**Balanced Scorecard**

N/A

**Material KPIs**

N/A

**Guarantee**

N/A

**Social Value Commitment**

The Supplier agrees, in providing the Deliverables and performing its obligations under the

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Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

[REDACTED]

### **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**

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)).

### **Purpose**

The purpose of the PDM is to oversee, enable and coordinate Probation digital delivery.

### **Location**

Remote working with regular in-person meetings principally in Sheffield (S3 7DQ) and London (SW1H 9AJ)

### **Who the PDM will work with**

- Approximately 12 Agile delivery teams
- Probation Digital Senior Management team
- Business Application Design and Delivery (BADD) team
- Probation Project Management Office
- Various stakeholders including:
  - Finance and commercial colleagues
  - Governance and assurance colleagues, including relevant boards
  - Profession leads within Digital and Technology
  - Support and service management teams
- Reporting to Service Owner

### **Scope of work includes:**

- stabilising delivery and minimising scope creep
- coordinating the management of risks, issues and dependencies
- increasing velocity of delivery phases, and accelerating team delivery through development of an authority-to-operate process
- aligning team roadmaps to achieve the business goals and milestones of the Probation roadmap, in turn de-risking commitment to retire monolithic systems such as Delius and OASys, enabling savings and ability to meet user needs better
- coordinating the creation, management and ongoing review of the objectives and key results that teams define to ensure activity is connected to business goals
- coordinating means by which teams can evidence the benefits and efficiencies realised through Probation Digital teams' activity
- building capability across Probation Digital, with particular focus on delivery at beta, in getting services into the hands of users, and in establishing support
- enabling knowledge transfer to a Civil Servant programme delivery manager.

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Services requested	Deliverables	Acceptance criteria	Due date
Manage delivery of the Probation Digital roadmap, including the transfer of ownership of the roadmap ongoing	<p>Prioritised roadmap that aligns with Probation and Digital goals</p> <p>Ceremonies to support updating and reporting on progress</p> <p>Delivery artefact that connects digital delivery and the business to increase alignment and decision making</p>	<p>Alignment of overall roadmap with those of individual Probation Digital teams</p> <p>Roadmap must consider dependencies between areas and any funding constraints</p>	Within first quarter, with iteration ongoing
Communicate progress and challenges to key stakeholders	Reporting methods and process that minimise the burden on Probation Digital teams while satisfying multiple stakeholders	<p>Reporting process agreed with Probation Digital teams, Probation Digital SMT, BADD, PMO and Digital and Technology function</p> <p>Feedback to support desired outcome of the right level of information supplied to the appropriate parties at the right time, to aid understanding of progress and enable effective decision-making</p>	<p>Within first quarter</p> <p>Ongoing</p>
Facilitate Probation Digital SMT meetings, embedding agile ways of working and ensuring that actions and outcomes are followed up and implemented	<p>Creation and use of actions and decision log</p> <p>Creation of agendas for SMT</p>	<p>Methods and artefacts agreed with SMT</p> <p>Feedback to demonstrate needs of SMT are being</p>	<p>Within first quarter</p> <p>Ongoing</p>

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	Maintained Trello board to enable visualisation and prioritisation of SMT's work	met, with adaptations as required	
Actively participate in the design and implementation of a process to manage and prioritise new demand	<p>Coordinate and represent the needs of Agile teams in the design and implementation of the process</p> <p>Directly participate and coordinate team participation in the process and any ceremonies to support</p>	<p>Process agreed with Probation Digital teams, Probation Digital SMT, BADD, PMO and Digital and Technology function</p> <p>Feedback to demonstrate needs of teams are being met</p>	<p>Within the first quarter</p> <p>Ongoing</p>
Ensure the needs of teams are represented, and act as advocate for them	<p>Actively protect and enable agile working in all interactions</p> <p>Ensure appropriate participation from teams in Probation and Digital and Technology activity</p>	Feedback to demonstrate needs of teams, Probation and Digital and Technology are being met	Ongoing
Actively participate in the design and implementation of a delivery operations function within Probation Digital to support and enable quality delivery at pace for the Probation Digital teams, including the creation and delivery of playbooks to enable knowledge transfer and exit.	<p>Identify where a Delivery Operations function can add value for Probation Digital teams, Probation SMT, BADD, Probation and Digital and Technology</p> <p>Deliver guidance including playbooks on digital programme management techniques in a</p>	<p>Proposal identifying needs and suggested methods to meet them</p> <p>Creation and/or coordination of playbooks/guidance for specific areas, reviewed and signed off by appropriate</p>	<p>Within first quarter, then ongoing</p> <p>Within each quarter</p>

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	Waterfall context	parties, updated ongoing	
In collaboration with Probation Digital teams, continuously improve the agile authority-to-operate process for new products and services so that it meets the requirements of those teams and the governance framework within which they sit	Update and develop existing authority-to-operate process in collaboration with all appropriate parties  Ceremonies to support updating and reporting on progress	Feedback to demonstrate needs of teams, Probation and Digital and Technology are being met	Within first quarter, and ongoing
Coordinating the creation, management and ongoing review of the objectives and key results that teams define to ensure activity is connected to business goals	Ceremonies and artefacts to support recording of OKRs, updating and reporting on progress	Feedback to demonstrate needs of teams are being met	Ongoing
Coordinating means by which teams can evidence the benefits and efficiencies realised through Probation Digital teams' activity	Ceremonies and artefacts to support recording of benefits and efficiencies, updating and reporting on progress	Feedback to demonstrate needs of teams, Probation Digital SMT, Probation and Digital and Technology are being met	Within first quarter, and ongoing

#### Risks

- There is a risk of increased scope or conflicting priorities given the number of interested parties in digital work. The supplier should work with the Service Owner to mitigate this risk
- There is a risk that the funding allocated to Probation Digital is lower than anticipated, impacting the scope of work. The supplier should seek direction from the Service Owner once funding allocation is known.
- There is a risk to the full achievement of some deliverables without appropriate support from the Probation Digital senior management team, service teams, and Delivery Operations. The supplier should work with the Service Owner to mitigate this risk issues.

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### Dependencies

- Supplier is dependent on the buyer providing access to systems and documentation
- Supplier is dependent on appropriate support from the Probation Digital senior management team, service teams and Delivery Operations.

## **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 – N/A]

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

N/A

**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]



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

**[Buyer]** to select as appropriate for this SOW]

**Rate Cards Applicable:**

N/A

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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:

**For and on behalf of the Supplier**

Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

Signature: [REDACTED]

**For and on behalf of the Buyer**

Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

Signature: [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]

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>Names and email addresses of HMPPS Digital and staff in order to deliver the service set out in statement of work</li> </ul>
Duration of the Processing	18 months
Nature and purposes of the Processing	<p>Working with the HMPPS digital community</p> <p>Building on existing knowledge</p> <p>Primary research</p>
Type of Personal Data	Name, email address, telephone number, images
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers]
<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>	Through the duration of the contract. Data which will be on Buyer supplied laptop will be deemed returned once contract is over and laptop handed over.