

Framework Schedule 6 (Order Form Template and CallOff Schedules)

Order Form

CALL-OFF REFERENCE: con_25095

CALL-OFF TITLE: DLRM Architecture Support 2025

CALL-OFF CONTRACT DESCRIPTION: Architecture support for the DLRM programme

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: PA Consulting Services Limited

SUPPLIER ADDRESS: 10 Bressenden Place London SW1E 5DN

REGISTRATION NUMBER: 00414220

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **11th June 2025**. 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): Lot 1 Digital Programmes.

Framework Ref: RM6263
Project Version: v1.0
Model Version: v3.7

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 1 (Definitions)* ○ 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) – **Not Used** ○ Joint Schedule 11 (Processing Data) – **Not Used** ○ Joint Schedule 12 (Supply Chain Visibility) - **Not Used** ○ Joint Schedule 13 (Cyber Essentials)*
 - Call-Off Schedules for RM6263 ○ Call-Off Schedule 1 (Transparency Reports) - **Not Used** ○ Call-Off Schedule 2 (Staff Transfer) – **Not Used** ○ Call-Off Schedule 3 (Continuous Improvement) – **Not Used**
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy) ○ Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliveries) – **Not Used** ○ Call-Off Schedule 7 (Key Supplier Staff) - **Not Used**
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery) - **Not Used** ○ 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) - **Not Used** ○ 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) - **Not Used** ○ 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) - **Not Used** ○ Call-Off Schedule 26 (Secondment Agreement Template) - **Not Used**

5. CCS Core Terms (version 3.0.11)*
6. Joint Schedule 5 (Corporate Social Responsibility) RM6263*
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.

*These documents are the version published by Crown Commercial Services on www.crowncommercial.gov.uk/agreements/RM6263

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 / CALL-OFF SPECIAL SCHEDULES

None

CALL-OFF START DATE: 01 July 2025

CALL-OFF EXPIRY DATE: 30 June 2026

CALL-OFF INITIAL PERIOD: 12 months

CALL-OFF OPTIONAL
EXTENSION PERIOD: 12 months

MINIMUM NOTICE PERIOD
FOR EXTENSION(S): 1 Month

CALL-OFF CONTRACT VALUE: **REDACTED**

KEY SUB-CONTRACT PRICE: 100%

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 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 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

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £2,256,000.00.

CALL-OFF CHARGES

REDACTED

REIMBURSABLE EXPENSES

See Call-Off Schedule 5 (Pricing Details and Expenses Policy).

PAYMENT METHOD Payment
will be by BACS.

BUYER'S INVOICE ADDRESS:

Invoices will be sent to:

Email: APinvoices-MOJ-U@gov.sscl.com Post:

Ministry of Justice Finance & Accounting

Shared Services Connected Limited

PO Box 766

Newport, Gwent

NP20 9BB

REDACTED

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

BUYER'S ENVIRONMENTAL POLICY

N/A

BUYER'S SECURITY POLICY

REDACTED

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

PROGRESS REPORT FREQUENCY

REDACTED

PROGRESS MEETING FREQUENCY

REDACTED

KEY SUBCONTRACTOR(S)

REDACTED

COMMERCIALLY SENSITIVE INFORMATION

REDACTED

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

Framework Ref: RM6263

Project Version: v1.0

Model Version: v3.7

STATEMENT OF WORKS

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

Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.

REDACTED

ANNEX 1

REDACTED

Call-Off Schedule 5 (Pricing Details and Expenses Policy)

1. Call-Off Contract Charges

1.1 The Supplier shall ensure:

- 1.1.1 as part of the Further Competition Procedure, its pricing for the Deliverables are in accordance with the Buyer's Statement of Requirements which shall be no greater than those based on the Framework Prices set out in Framework Schedule 3 (Framework Prices).
- 1.1.2 that all applicable Charges shall be calculated in accordance with the Pricing Mechanism detailed in the Order Form (and, if applicable, each SOW) using the following:
 - (a) the agreed Day Rates or other rates specified in this Schedule for Supplier Staff providing the Deliverables (which are exclusive of any applicable expenses and VAT);

- (b) the number of Work Days, or pro rata portion of a Work Day, that Supplier Staff work solely to provide the Deliverables and meet the tasks sets out in the Order Form and, if applicable, each SOW (between the applicable SOW Start Date and SOW End Date).

1.2 Further to Paragraph 1.2 of Framework Schedule 3 (Framework Pricing), the Supplier will provide a detailed breakdown of its Charges for the Deliverables in sufficient detail to enable the Buyer to verify the accuracy of any invoice submitted.

This detailed breakdown will be incorporated into each SOW and include (but will not be limited to):

- a role description of each member of the Supplier Staff;
- a facilities description (if applicable);
- the agreed Day Rate for each Supplier Staff;
- any expenses charged for in relation to each Work Day for each Supplier Staff, which must be in accordance with the Buyer's Expenses Policy (if applicable);
- the number of Work Days, or pro rata for every part day, they will be actively be engaged in providing the Deliverables between the SOW Start Date and SOW End Date; and

- the total SOW cost for all Supplier Staff role and facilities in providing the Deliverables.

1.3 If a Capped Time and Materials or Fixed Price has been agreed for a particular

SOW:

- the Supplier shall continue to work on the Deliverables until they are satisfactorily complete and accepted by the Buyer at its own cost and expense where the Capped or Fixed Price is exceeded; and
- the Buyer will have no obligation or liability to pay any additional Charges or cost of any part of the Deliverables yet to be completed and/or Delivered after the Capped or Fixed Price is exceeded by the Supplier.

1.4 All risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges:

- Assumptions, representations, risks and contingencies as stated in the signed Statements of Work - see Appendix 1 of Framework Schedule 6 (Order Form Template and Call-Off Schedules)
- Assumptions, representations, risks and contingencies as stated in Call-Off Schedule 20 (Call-Off Specification).

Annex 1 (Expenses Policy)

REDACTED

Call-Off Schedule 14A (Service Levels)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Critical Service Level Failure” has the meaning given to it in the Order Form;

"Service Credits" any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;

"Service Credit Cap" has the meaning given to it in the Order Form;

"Service Level Failure" means a failure to meet the Service Level Performance Measure in respect of a Service Level;

"Service Level Performance Measure" shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and

"Service Level Threshold" shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

2. What happens if you don't meet the Service Levels

- 2.1** The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

- 2.2** The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.

- 2.3** The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

- 2.4** A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
 - 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
 - 2.4.2 the Service Level Failure:
 - (a) exceeds the relevant Service Level Threshold;

 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;

- (c) results in the corruption or loss of any Government Data; and/or
- (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

2.4.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and

2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level

Failure:

- 3.1** any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

- 3.2** the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the

Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure;
- or

1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.2.2 instruct the Supplier to comply with the Rectification Plan Process;

1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or

1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Annex A to Part A: Services Levels and Service Credits Table (KPIs)

REDACTED

Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

3.1

REDACTED

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref: con_25095

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Call-Off Schedule 20 (Call-Off Specification)

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